

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

3/20/2017

FLOWER MOUND TOWN HALL, 2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS

6:00 P.M.

An agenda information packet is available online at www.flower-mound.com/AgendaCenter

Please silence or turn off all electronic devices in the Council Chambers.

A. CALL MEETING TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PUBLIC PARTICIPATION

Please fill out a speaker form, available in the Town Hall on the night of the meeting, in order to address the Council and turn it in to the Town Secretary prior to Public Participation. Speakers are normally limited to three minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers. For additional instructions or to complete your speaker form in advance [click here](#).

The purpose of this item is to allow the public an opportunity to address the Town Council on issues that are not the subject of a public hearing. Any item requiring a public hearing will allow the public to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the Town Council include Town policy and legislative issues. Issues regarding daily operational or administrative matters should first be dealt with at the administrative level by calling Town Hall at 972-874-6000 during business hours.

E. ANNOUNCEMENTS

1. Announce recent and upcoming civic and social events.

F. TOWN MANAGER'S REPORT

Update and discussion on:

1. Capital improvement projects
2. Economic Development projects
3. New town hall and library expansion
4. Sidewalk/street lighting improvements

G. FUTURE AGENDA ITEMS

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 a consensus of Council is needed in order for that item to be placed on a future agenda and in accordance with the Town Council Agenda Setting Policy (Ord. 65-15).

H. COORDINATION OF CALENDARS

1. The next Town Council meeting is a scheduled for Monday, April 3, 2017.

Town Council Meeting Agenda

March 20, 2017

Page 2

I. CONSENT AGENDA - Consent Items

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

1. **Minutes 3/6-** Consider approval of the minutes from a regular meeting of the Town Council held on March 6, 2017.
2. **PARM Revision-** Consider approval of revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 5, Leave effective immediately.
3. **Reimbursement Resolution Town Hall-** Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.
4. **9/30/16 CAFR-** Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016.
5. **Waketon Road Drainage Study-** Consider approval of the Professional Services Agreement with Halff Associates, Inc., to provide professional engineering services, for the East Waketon Road Improvements project, at an amount not to exceed of \$38,050.00; and authorization for the Mayor to execute same on behalf of the Town.
6. **Heritage Park Ph IV Design Award-** Consider approval of a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase IV project, in the amount of \$147,000.00; and authorization for the Mayor to execute same on behalf of the Town.
7. **Sign Sheeting Agreement-** Consider approval of the purchase of traffic sign sheeting material, in the estimated annual amount of \$60,000.00, from 3M Company, through a City of Fort Worth contract.
8. **CIP Amendment No. 4-** Consider approval of Amendment No. 4 to the Fiscal Year 2016-2017 Capital Improvement Program.
9. **River Walk at Central Park-** Consider approval of a resolution determining the conformity of certain special amenities within the River Walk at Central Park.

J. REGULAR ITEMS

10. **MISC-Victory Retail Parking Deviation-** Consider approval of a request (MISC17-0002 - Victory Retail Parking Deviation) for a deviation to the required parking spaces in excess of 20 percent as outlined in Section 82-73, Computing parking and loading requirements, of the Code of Ordinances. The property is generally located north of Flower Mound Road and east of Morriss Road. (The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its February 27, 2017, meeting.)

Town Council Meeting Agenda

March 20, 2017

Page 3

11. **Public Hearing-SUP-Zoom Dry Cleaning-** Public Hearing to consider a request for a Specific Use Permit No. 449 (SUP17-0002 - Zoom Dry Cleaning) to permit a cleaning/laundry facility with on-site plant, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Flower Mound Road and east of Morriss Road. (The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its March 13, 2017, meeting.)
12. **Public Hearing-LDR - Landscaping-** Public Hearing to consider a request to amend the Land Development Regulations (LDR17-0001 - Landscaping) by amending Chapter 82, Article V, Division 2, entitled "Landscaping," of the Town's Code of Ordinances to allow for the use of aggregates and inorganic materials as ground cover, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its March 13, 2017, meeting.)

K. **BOARDS/COMMISSIONS** *(Bold text represents boards with vacancies)*

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Animal Services Board, Cultural Arts Commission, Environmental Conservation Commission, **Parks Board**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and Transportation Commission.

L. **CLOSED MEETING**

The Town Council to convene into closed meeting pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.074, 551.087, 551.072, and 551.071 to discuss matters relating to personnel, economic development negotiations, real property, and consultation with attorney, as follows:

- a. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, **Community Development Corporation**, and Planning and Zoning Commission.
- b. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- c. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights of way, and/or other municipal purposes and all matters incident and related thereto.

Pursuant to Section 551.071 of the Texas Government Code, the Town Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.

M. **RECONVENE TO REGULAR MEETING**

The Town Council to reconvene into an open meeting to take any action deemed necessary as a result of the closed meeting.

Town Council Meeting Agenda

March 20, 2017

Page 4

N. ADJOURN MEETING

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: March 17, 2017, at 1:15 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting by contacting Theresa Scott, Town Secretary, at (972) 874-6076.



TOWN COUNCIL AGENDA ITEM NO. 1

CONSENT ITEM

DATE: March 20, 2017

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting of the Town Council held on March 6, 2017.

BACKGROUND INFORMATION: The Town Council held a regular meeting on March 6, 2017.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

Proposed Expenditure:

Account Number(s):

Finance Review by: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes

DRAFT MOTION: Move to approve the minutes from a regular meeting of the Town Council held on March 6, 2017.

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING HELD ON THE 6TH DAY OF MARCH 2017, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

Meeting Video Link: <http://flowermoundtx.swagit.com/play/03062017-1232> (subject to change)

The Town Council met in a regular meeting with the following members present:

Tom Hayden	Mayor
Kevin Bryant	Mayor Pro Tem
Bryan Webb	Deputy Mayor Pro Tem (left at 8:15 p.m.)
Jason Webb	Councilmember Place 1
Don McDaniel	Councilmember Place 4
Itamar Gelbman	Councilmember Place 5

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

Theresa Scott	Town Secretary
Bryn Meredith	Town Attorney
Jimmy Stathatos	Town Manager
Debra Wallace	Deputy Town Manager/CFO
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director of Development Services
Ken Parr	Executive Director of Public Works
Chuck Jennings	Director of Parks and Recreation
Kari Biddix	Park Development Manager
Alora Wachholz	Interim Director of Economic Development

A. CALL REGULAR MEETING TO ORDER

Mayor Hayden called the regular meeting to order at 6:00 p.m.

B./C. INVOCATION/PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG

Chaplain Richard Plunk gave the invocation and Mayor Hayden led the pledges.

D. PRESENTATIONS

1. Recognition of the Flower Mound Citizen's Public Safety Patrol 10-year anniversary

Police Chief Andy Kancel presented members of the Flower Mound Citizen's Public Safety Patrol with a plaque for their 10-year anniversary. He also highlighted some of their accomplishments, including service hours.

E. PUBLIC PARTICIPATION

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

	Speaker names and address	Subject (as written on the form)
1.	Paul Stone, 709 Lake Bluff Dr	Summit Club
2.	Kathy O'Keefe, 3004 Oxford Ct	Drug overdose awareness

F. ANNOUNCEMENTS

Councilmember B. Webb reported on the success of the Summit Club's Western Saloon Night this past Saturday.

Mayor Pro Tem Bryant gave the following announcements:

- recognized Flower Mound Citizen's Academy members in the audience
- reported on the Denton County Days event recently held in Austin, in which some members of Council attended, and the importance of meeting with state legislators to address issues that are important to the Town

Councilmember McDaniel encouraged residents to participate in the Town's on line survey because it's a great tool for elected officials and staff to understand the needs of the community

Councilmember J. Webb announced that there will be a candidate forum at Klo Ami synagogue on March 7th at 7:30 p.m.

Mayor Hayden provided clarification regarding some misunderstandings relative to financial standings or investigation allegations involving the River Walk developer Centurion American. He announced there will be an open house sometime near the end of April that will be open to the public and that would be a good time to get questions answered.

G. TOWN MANAGER'S REPORT

Mr. Stathatos gave an update on the following items:

1. Capital improvement projects:
 - Plans are 95% complete for an east bound dedicated right turn lane at intersection of 1171 and 2499
 - McKamy Creek Road update
 - Heritage Park Phase III will break ground this June
2. Economic Development projects.
 - NCTC job fair announcement
 - Mio Nonno restaurant in Lakeside received their CO in February
 - Order Talk business recognition
 - Introduced Andrea Roy as the Town's new economic development director

3. New town hall and library expansion.
 - Pointed out key dates
 - And for the Library staff is working on a funding plan
4. Discussion regarding sidewalk/street lighting improvements
 - Staff is looking into cost associated with putting in lights at strategic locations as identified by Council recently

H. FUTURE AGENDA ITEMS

1. There were no items requested for future agenda items.

I. COORDINATION OF CALENDARS

Mayor Hayden announced that the next Town Council meeting is a scheduled for Monday, March 20, 2017.

J. CONSENT ITEMS

1. Consider approval of the minutes from a Joint Town Council/Environmental Conservation Commission work session held on February 16, 2017.

RECOMMENDATION: Move to approve the minutes from a Joint Town Council/Environmental Conservation Commission work session held on February 16, 2017.

2. Consider approval of the minutes from a regular meeting of the Town Council held on February 20, 2017.

RECOMMENDATION: Move to approve the minutes from a regular meeting of the Town Council held on February 20, 2017.

3. Consider approval of the purchase of one (1) Case CZ130D STD DZB Excavator for the Public Works – Stormwater: Drainage & ROW Department from Associated Supply Company, Inc in the amount of \$128,455.20.

RECOMMENDATION: Move to approve the purchase of one (1) Case CZ130D STD DZB Excavator for the Public Works – Stormwater: Drainage & ROW Department from Associated Supply Company, Inc in the amount of \$128,455.20.

Mayor Pro Tem Bryant moved to approve by consent Items 1 – 3. Councilmember McDaniel seconded the motion. Each item, as approved by consent, is restated above along with the approved recommendation, and if applicable, the Ordinance or Resolution caption for each, for the record.

VOTE ON MOTION:

AYES: J. WEBB, MCDANIEL, BRYANT, B. WEBB, GELBMAN

NAYS: NONE

Motion passed

Administrative Note: the following items were not heard in the order as presented in the agenda.

K. REGULAR ITEMS

4. Public Hearing to consider approval of a Chapter 380 Agreement between the Town of Flower Mound and Haag Engineering Co.

Staff Presentation

Ms. Wachholz gave a presentation identifying or noting:

- Company background information
- What is planned for the site
- Site location
- Project details
- Existing building
- What the 380 Agreement provides

Applicant Presentation

Justin Kestner, Haag Engineering Co.

Mr. Kestner responded to questions from Council as follows:

- How long is the lease

There was Council discussion relative to the direct impact (job creation) and indirect impact (support of the Lakeside Business District).

Mayor Hayden opened the Public Hearing at 10:16 p.m. No one spoke in support or opposition. Mayor Hayden closed the public hearing at 10:17 p.m.

Mayor Pro Tem Bryant moved to approve a Chapter 380 Agreement between the Town of Flower Mound and Haag Engineering Co., and authorize the Mayor to execute same on behalf of the Town. Councilmember Gelbman seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: J. WEBB, MCDANIEL, BRYANT, GELBMAN

NAYS: NONE

ABSENT: B. WEBB

5. Public Hearing to consider a request to amend the Master Plan (MPA16-0008 - Parks and Trails Plan) by removing and replacing Section 5.0, "Parks and Trails Plan," and adopting the 2017 Parks and Recreation Master Plan Update, and to consider adopting an ordinance providing for said amendments. (The Parks Board recommended approval of the proposed master plan update by a vote of 7-0 at its

February 2, 2017, meeting. The Planning and Zoning Commission recommended approval of the proposed master plan update by a vote of 6-0, at its February 13, 2017, meeting.)

Staff Presentation

Mr. Jennings provided background information about the Parks Master Plan.

Mike Svetz, Pros Consulting, Senior Project Manager

Mr. Svetz gave a presentation identifying or noting:

- Park typology
- Service level standards
- Equity mapping
- Priority rankings
- Capital improvements
- CAC expansion
- Strategic approach
- Indicated there will be a discussion about a community versus neighborhood park for the 10 acres in Canyon Falls, and how in that part of the community it is the only park. He noted that as that population starts to increase the service area will get smaller. If no other parks are developed on the west end there will be too much pressure on Canyon Falls going forward and therefore it will become overused and not provide the experiences as intended.

Mr. Svetz responded to questions from Council as follows:

- Who is making the recommendations for the service levels and how were the figures calculated
- Are there any parks in the Argyle area that would fall under the category of community parks
- What are the plans for the Dunham Park area, and why was that park excluded from the master plan

Mr. Jennings, Mr. Sims, or Mr. Meredith responded to questions from Council as follows:

- Whether or not the verbiage stating Canyon Falls as a Community Park remains if the Parks Master Plan gets approved
- If reestablishment of mile markers along the trails is in the works or planned for the future
- If the majority of residents don't want Canyon Falls to be a community park, what would the Town be giving up, and what future opportunities exist to incorporate those amenities for the residents that do want a community park
- Does Canyon Falls have a current designation in the Parks Master Plan
- Does this item, if approved, designate Canyon Falls as a Community Park
- As the park plan was developed, and as Canyon Falls was coming to fruition, did this park remain in the same location as the initial plan, and if so, is it the same size

- When the park was reduced from 14 to 10 acres was there a change to the designation
- Are there amenities that would never come to the park if it gets labeled a community park
- What is legally required if there is interest in changing the designation from a community to neighborhood park

There was Council discussion as follows:

- There needs to be a focus on having community parks, especially because of the cost of land
- Interest in a multi-faceted sports facility that would include cricket, and potentially out west near Dunham Rd
- How residents want Canyon Falls Park to be more of a natural park with walking trails, etc. and not necessarily to include the amenities that a community park would bring
- Instead of expanding the CAC at the current location, consider a hybrid of the two plans, with one being a partial expansion of the CAC (to address the most critical needs such as larger fitness classes) and then build a second facility
- Appreciation for the hard work done by Pros in bringing the plan forward

Mayor Hayden opened the Public Hearing at 8:38 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
Nageshwara Kunamneni**, 2113 Woodview Dr		David Rhodes, 10917 Autumn Leaf Ct*
Rajan Dwivedi**, 2821 Millington Dr, Highland Village		David Barnhisel*, 6335 Willow Ridge
Veera Ramkumar**, 3916 Kimberly Dr		Mark Harris*, 10909 Autumn Leaf Ct
Mercees Palmberg, 2124 Longfellow Ln		Gregory Catrett*, 10816 Pedernales Falls Dr
		Barbara Catrett*, 10816 Pedernales Falls Dr
		William Piper*, 10908 Smoky Oak Trail
		James McClure*, 10824 Pedernales Falls Dr
		Sean Thomas*, 10805 Pedernales Falls Dr
		Frank Brandt*, 6301 Willow Ridge Trl

*requested that Canyon Falls be designated a neighborhood park and not a community park

**interest in cricket fields

Mayor Hayden closed the Public Hearing at 9:05 p.m.

Councilmember Jason Webb moved to amend the Master Plan (MPA16-0008 - Parks and Trails Plan) by removing and replacing Section 5.0, "Parks and Trails Plan," and adopting the 2017 Parks and Recreation Master Plan Update and to adopt an ordinance providing for said amendments, including the change of the Canyon Falls Park from a community to a neighborhood park designation. Mayor Pro Tem Bryant seconded the motion.

ORDINANCE NO. 06-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE FLOWER MOUND 2001 MASTER PLAN BY AMENDING ORDINANCE NO. 24-01 IN PART, WHICH ADOPTED THE MASTER PLAN, BY REMOVING AND REPLACING SECTION 5.0, "PARKS AND TRAILS PLAN," A COMPONENT TO THE MASTER PLAN; ADOPTING THE 2017 PARKS AND RECREATION MASTER PLAN UPDATE AS A COMPONENT OF THE MASTER PLAN; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: J. WEBB, MCDANIEL, BRYANT, GELBMAN

NAYS: NONE

ABSENT: B. WEBB

Motion passed

6. Public Hearing to consider approval of a Master Plan for the public park located in the Canyon Falls development.

Staff Presentation

Kari Biddix, Park Development Manager

Ms. Biddix gave a presentation identifying or noting:

- Background information

Fred Walters, MESA Design Group, Consultant for the Town

Mr. Walters gave a presentation identifying or noting:

- Existing parks located in Town analysis
- Canyon Falls Park contextual map
- Analysis maps
- Proposed program for Canyon Falls public park

Mr. Walters, Ms. Wallace, Mr. Jennings, or Mr. Parr responded to questions from Council as follows:

- Funding source and whether or not the park was budgeted

- Does the designation of a neighborhood park inhibit the ability to bring in more amenities
- Clarification relative to mowing some sections of the park
- How many trees will need to be removed
- Concerns regarding drainage and water pressure concerns
- Options as it relates to concrete versus natural trails (i.e. soft surface trails)
- What next steps would be if there is no interest in all of the amenities as presented
- Process to bring in additional amenities

Mayor Hayden opened the Public Hearing at 9:33 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only*
		David Rhodes, 10917 Autumn Leaf Ct
		James McClure, 10824 Pedernales Falls Dr
		Sean Thomas, 10805 Pedernales Falls Dr
		David Barnhisel, 6335 Willow Ridge
		Mark Harris, 10909 Autumn Leaf Ct
		Gregory Catrett, 10816 Pedernales Falls Dr
		Barbara Catrett, 10816 Pedernales Falls Dr
		Greg Koontz, 10905 Autumn Leaf Ct
		Carina Rodriguez-Nejted, 10900 Autumn Leaf Ct

**As requested by Mayor Hayden, speakers provided feedback on specific amenities they would like to see in Canyon Falls based on what was being proposed for the park.*

Mayor Hayden closed the Public Hearing at 9:56 p.m.

There was Council discussion as follows:

- Topography of the park and interest in saving as many trees as possible
- If it's under parked people will park in the cul-de-sacs and that will cause a greater concern, recognizing that the number of parking spaces is not a draw to the park
- Summary of amenities that would be desired by those who spoke during the public hearing
- Clarification that Council is voting on the concept plan - the specifics related to design and funding would come later
- Direction to staff to keep the comments made at the public hearing in mind when designing the park
- How the design presented this evening is an example about how staff and community work together

Mayor Pro Tem Bryant moved to approve a Master Plan for the public park located in the Canyon Falls development. Councilmember McDaniel seconded the motion.

VOTE ON MOTION:*Motion passed***AYES: GELBMAN, BRYANT, MCDANIEL, J. WEBB****NAYS: NONE****ABSENT: B. WEBB**

7. Public Hearing to consider a request for a Master Plan Amendment (MPA17-0005 - Senior Housing Provisions) to amend Section 1, Land Use Plan, by adding provisions related to high quality retirement or active residential facilities designed for persons 55 years of age or older, and to consider adopting an ordinance providing for said amendment. (The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its February 27, 2017, meeting.)

Staff Presentation

Mr. Dalton gave a presentation identifying or noting:

- Background/history, proposal options, draft language, and the steps involved.

Mayor Hayden opened the Public Hearing at 6:40 p.m.

The following individuals either spoke in support or opposition, or had questions / comments related to the item: *Names listed below don't necessarily reflect the order in which each person spoke and all addresses are located in Flower Mound unless otherwise indicated.*

Support: Comments/Questions	Opposition: Comments/Questions	Question(s)/Comments Only
	Dan Jacobs, 5913 Lavon Dr	Paul Stone, 709 Lake Bluff
	Jim Engel, 5110 Bayberry St	
	Cathy Strathmann, 2612 Belmont Ct	
	Kristie Callis, 5813 Lavon Dr	
	Richard Warrell, 5817 Lavon Dr	

Mayor Hayden closed the Public Hearing at 7:01 p.m.

There was Council discussion or comments as follows:

- Deed restrictions – whether it should be 50 or 55 + years of age
- Option of sunset provision language
- Clarification relative to notification requirements as it relates to Town projects
- Expanding the overlay area beyond what was presented given there is available land beyond those boundaries, and more specifically expanding it to 2,500 feet either side of 2499; however, excluding the Lakeside District
- No federal funding involved
- Clarification that the item encourages senior housing, and not affordable housing
- Clarification that the areas outlined were selected due to the proximity of amenities and services for seniors
- Whether or not the overlay accomplishes the goal
- How many people are in favor of senior housing but every time something comes forward people say they are for it, but just not “this”
- How the topic of senior housing has been discussed for 10+ years

- How the overlay is basically a type of entitlement
- Land is being sold and used for other things, and the longer the wait the chances of getting a senior product in Town is minimized, so the time is now
- How the overlay takes the barrier away because it opens an opportunity to bring a product that is needed
- Past history related to two senior projects that recently came forward to Council and neither of them got approval to go forward, so it doesn't mean that just because there is a proposal it will get approved
- Disagreement that the overlay will do anything to bring in affordable senior housing
- Impact of simple versus super majority vote change as it relates to the overlay
- How senior living communities improves the quality of life for seniors and helps them live longer
- Zoning questions get answered when there is a zoning application
- Next steps involve clarifying the area (if at all), and how many years should the sunset provision be
- only purpose of overlay is to direct the development into a targeted area & otherwise serves no purpose
- Whether the overlay should be expanded (entire 2499 corridor)
- Whether or not the same message can be sent with a Resolution instead of an overlay
- Possibly postponing the item for future discussion
- Property owners that might have interest in selling their property for this use

Mr. Dalton or Mr. Meredith responded to questions from Council as follows, with some questions or comments as a result of the public hearing:

- How much is the whole package worth for a developer when you consider the fees and waivers
- Clarification relative to park dedication fees
- Clarification as to what happens in the event a senior housing project comes forward outside or in a portion of the overlay area
- Clarification of the Long Prairie District
- Clarification of the P & Z recommendation

Deputy Mayor Pro Tem Bryan Webb moved to approve a request for a Master Plan Amendment (MPA17-0005 – Senior Housing Provisions) to amend Section 1, Land Use Plan, by adding provisions related to high quality retirement or active residential facilities designed for persons 55 years of age or older, and for this area to be inclusive of the areas commonly known as the Long Prairie District and North of the Lakeside Business District (but excluding the Lakeside Business District), and also to include a three (3) year sunset provision after passage, and to expand the boundary to 2,500 feet on either side of FM 2499, adopt an ordinance providing for said amendment. Councilmember Jason Webb seconded the motion.

ORDINANCE NO. 07-17

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING SECTION 1.0, LAND USE PLAN, OF THE MASTER PLAN BY AMENDING ORDINANCE NO. 24-01, IN PART, WHICH ADOPTED THE MASTER PLAN, TO ADD PROVISIONS RELATED TO "SENIOR HOUSING" IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

Motion passed

AYES: B. WEBB, BRYANT, MCDANIEL, J. WEBB

NAYS: GELBMAN

L. BOARDS/COMMISSIONS (Executive Conference Room)

Discuss and consider resignations, appointments, or evaluations for the following boards or commissions: Animal Services Board, Cultural Arts Commission, Environmental Conservation Commission, **Parks Board**, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), and Transportation Commission.

No action taken.

M./N. CLOSED/OPEN MEETING

The Town Council did not convene into a closed meeting and therefore no action was taken.

O. ADJOURN REGULAR MEETING

Mayor Hayden adjourned the meeting at 10:18 p.m. on Monday, March 6 2017, and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

THOMAS E. HAYDEN, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: March 20, 2017

FROM: Lynda B. Bolitho, Director of Human Resources

ITEM: Consider approval of revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 5, Leave effective immediately.

BACKGROUND INFORMATION: The Town's Personnel and Administrative Regulations Manual (PARM) governs the standards by which each employee is held accountable during their employment with the Town. According to the Town Charter, the Town Manager shall "prepare personnel rules subject to the approval of the Council." [Town Charter, Article IV, § 4.02.03(7)]

The proposed revision will modify the sick leave policy allowing for employees to utilize their sick leave to care for a sibling. This modification will address those instances where an employee's sibling has no other family members who can provide care.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The Town Council may choose not to change the current policy. Town employees will continue to be subject to the existing policy.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Redlined Copy of Title I, Chapter 5, Section 5.03 Sick Leave
2. Clean Copy of Title I, Chapter 5, Section 5.03 Sick Leave

DRAFT MOTION: Move to approve revisions to the Town's Personnel and Administrative Regulations Manual (PARM), Title I, Personnel Regulations, Chapter 5, Leave effective immediately.

CHAPTER 5 LEAVE**5.03 Sick Leave**

The intent of sick leave is to prevent a loss of income to an employee who is absent due to an injury or illness, which is not job related. Should such an injury or illness occur to an employee, continued income should be insured through the use of sick leave. Accrued sick leave may also be used for maternity reasons including placement of a child for adoption; however, transfer of sick leave hours is not applicable for maternity reasons.

- A. Sick leave shall be accrued by all full-time employees at the rate of eight (8) hours per month. Part-time employees shall accrue sick leave at the rate of four (4) hours per month. Pursuant to state and/or federal law, firefighter shift personnel and police patrol personnel may be subject to special provisions regarding sick leave. Full-time firefighter shift personnel shall accrue sick leave at the rate of twelve (12) hours per month. Rules for sick leave accrual for firefighter shift personnel shall be promulgated by the Human Resources Division. All such rules shall be consistent with the Fair Labor Standards Act (FLSA) and applicable Texas laws.
- B. Any accrued but unused sick leave shall be carried to the employee's credits for the following year.
- C. Regular full-time and part-time employees accrue sick leave during their first six (6) months of employment and are eligible to use the leave upon accrual.
- D. Frequent claiming of sick leave, except as covered by the Family and Medical Leave Act, may constitute grounds for the assumption of the Department or Division Head that the employee is unable to perform the essential functions of the job.
- E. A regular employee who enters service with the Town on or prior to the 15th day of any month, or separates from service with the Town on or after the 16th day of any month shall earn sick leave for that month.
- F. After an employee's accumulated sick leave has been exhausted, accrued

vacation, compensatory, or exempt leave may be used as sick leave with approval of the Department or Division Head, provided there has been no abuse of sick leave, and that all provisions of the sick leave policy are met. When absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until the employee returns to work.

- G. Sick leave shall be granted in 15 minute increments.
- H. Sick leave may be allowed in case of doctor appointments, personal illness, physical incapacity of an employee, employee's spouse, children, parents, ~~or~~ spouse's parents, brother, sister, or a dependent residing in the employee's household.
- I. Employees who are absent due to illness for three (3) or more consecutive days shall be required to provide their supervisor with sufficient documentation from a licensed physician. The supervisor shall provide the documentation to the Human Resources Division.
- J. A supervisor shall be responsible to notify the Human Resources Division when an employee is absent due to illness for seven (7) consecutive work days [or 3.5 shifts for fire fighters] so the time may be evaluated for family and medical leave status.
- K. Notice of employee absence due to a non job-related injury or illness must be given daily by the employee to that employee's immediate supervisor, Department or Division Head no later than thirty (30) minutes after the beginning of the employee's work shift. Failure to do so may cause the employee's absence to be charged to leave without. Emergency situations, which might prevent compliance with the provisions of this paragraph, shall be taken into consideration by the Department or Division Head.
- L. Department or Division Heads are authorized to undertake any investigations of sick leave claimed by an employee, which they may deem necessary, or to disapprove any claims not properly substantiated.
- M. An employee who has been absent because of illness or injury may be

required to submit to an examination by a licensed physician at the Town's expense. In such cases, the employee may return to work upon approval of the Town's examining physician.

- N. An employee who is released by an examining physician to return to regular duty, and refuses to report for work or perform his assigned duties, is subject to disciplinary action, up to and including termination.
- O. Sick leave shall not be advanced.
- P. Sick leave credits are transferable between employees, upon request by an employee, pursuant to the conditions contained herein. These conditions shall be limited to an employee's long-term, non-job-related injury or illness, which renders the employee unable to perform the essential functions of his job. This does not include maternity reasons. A maximum of twelve (12) weeks per incident/diagnosis may be provided to the regular full-time employee and six (6) weeks per incident/diagnosis may be provided to the regular part-time employee. The employee requesting transferred credits must have exhausted all accrued leave (with the exception that a regular full-time employee may retain up to 40 hours of his accrued leave, regular part-time employee up to 20 hours of his accrued leave, and firefighter shift personnel up to 60 hours of his accrued leave). Those employees eligible are regular full-time and regular part-time employees who have completed six (6) months of continuous regular full-time or regular part-time employment with the Town. A regular full-time employee may not transfer more than 20 hours of his sick leave to any one employee in a calendar year. A regular part-time employee may not transfer more than 10 hours of his sick leave to any one employee in a calendar year and firefighter shift personnel may not transfer more than 30 hours of his sick leave to any one employee in a calendar year.
- Q. Sick leave may not be taken by any employee who is unable to work and is receiving full workers' compensation benefits.
- R. An employee who separates from the Town, has completed a minimum of ten (10) years of continuous service with the Town and qualifies for

retirement as defined by the Texas Municipal Retirement System, shall be eligible for pay for one-half ($\frac{1}{2}$) of accumulated sick leave, or three hundred and sixty (360) hours, whichever is less.

- S. Records of employees' sick leave time used shall be maintained in the Financial Services Department.
- T. An employee on disciplinary suspension forfeits all claims to use sick leave for the duration of the disciplinary suspension.

CHAPTER 5 LEAVE**5.03 Sick Leave**

The intent of sick leave is to prevent a loss of income to an employee who is absent due to an injury or illness, which is not job related. Should such an injury or illness occur to an employee, continued income should be insured through the use of sick leave. Accrued sick leave may also be used for maternity reasons including placement of a child for adoption; however, transfer of sick leave hours is not applicable for maternity reasons.

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- D. Frequent claiming of sick leave, except as covered by the Family and Medical Leave Act, may constitute grounds for the assumption of the Department or Division Head that the employee is unable to perform the essential functions of the job.
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vacation, compensatory, or exempt leave may be used as sick leave with approval of the Department or Division Head, provided there has been no abuse of sick leave, and that all provisions of the sick leave policy are met. When absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until the employee returns to work.

- G. Sick leave shall be granted in 15 minute increments.
- H. Sick leave may be allowed in case of doctor appointments, personal illness, physical incapacity of an employee, employee's spouse, children, parents, spouse's parents, brother, sister, or a dependent residing in the employee's household.
- I. Employees who are absent due to illness for three (3) or more consecutive days shall be required to provide their supervisor with sufficient documentation from a licensed physician. The supervisor shall provide the documentation to the Human Resources Division.
- J. A supervisor shall be responsible to notify the Human Resources Division when an employee is absent due to illness for seven (7) consecutive work days [or 3.5 shifts for fire fighters] so the time may be evaluated for family and medical leave status.
- K. Notice of employee absence due to a non job-related injury or illness must be given daily by the employee to that employee's immediate supervisor, Department or Division Head no later than thirty (30) minutes after the beginning of the employee's work shift. Failure to do so may cause the employee's absence to be charged to leave without. Emergency situations, which might prevent compliance with the provisions of this paragraph, shall be taken into consideration by the Department or Division Head.
- L. Department or Division Heads are authorized to undertake any investigations of sick leave claimed by an employee, which they may deem necessary, or to disapprove any claims not properly substantiated.
- M. An employee who has been absent because of illness or injury may be

required to submit to an examination by a licensed physician at the Town's expense. In such cases, the employee may return to work upon approval of the Town's examining physician.

- N. An employee who is released by an examining physician to return to regular duty, and refuses to report for work or perform his assigned duties, is subject to disciplinary action, up to and including termination.
- O. Sick leave shall not be advanced.
- P. Sick leave credits are transferable between employees, upon request by an employee, pursuant to the conditions contained herein. These conditions shall be limited to an employee's long-term, non-job-related injury or illness, which renders the employee unable to perform the essential functions of his job. This does not include maternity reasons. A maximum of twelve (12) weeks per incident/diagnosis may be provided to the regular full-time employee and six (6) weeks per incident/diagnosis may be provided to the regular part-time employee. The employee requesting transferred credits must have exhausted all accrued leave (with the exception that a regular full-time employee may retain up to 40 hours of his accrued leave, regular part-time employee up to 20 hours of his accrued leave, and firefighter shift personnel up to 60 hours of his accrued leave). Those employees eligible are regular full-time and regular part-time employees who have completed six (6) months of continuous regular full-time or regular part-time employment with the Town. A regular full-time employee may not transfer more than 20 hours of his sick leave to any one employee in a calendar year. A regular part-time employee may not transfer more than 10 hours of his sick leave to any one employee in a calendar year and firefighter shift personnel may not transfer more than 30 hours of his sick leave to any one employee in a calendar year.
- Q. Sick leave may not be taken by any employee who is unable to work and is receiving full workers' compensation benefits.
- R. An employee who separates from the Town, has completed a minimum of ten (10) years of continuous service with the Town and qualifies for

retirement as defined by the Texas Municipal Retirement System, shall be eligible for pay for one-half ($\frac{1}{2}$) of accumulated sick leave, or three hundred and sixty (360) hours, whichever is less.

- S. Records of employees' sick leave time used shall be maintained in the Financial Services Department.
- T. An employee on disciplinary suspension forfeits all claims to use sick leave for the duration of the disciplinary suspension.



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: March 20, 2017

FROM: Julie Taylor, Director of Treasury Operations

ITEM: Consider approval of a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorizing the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and providing an effective date.

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

The Town plans to issue debt during fiscal year 2016-2017 to fund costs related to the construction and equipment of a new Town Hall, including demolition of the existing Town Hall. In order to begin this project prior to the issuance of debt, it is necessary to pass this resolution declaring intent to reimburse expenditures. The proposed reimbursement resolution provides the funding source to satisfy the procurement requirements for the projects as included on the fiscal year 2016-2017 Five-Year Capital Improvement Program ("CIP").

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$9,000,000

Proposed Expenditure:	Account Number(s):
\$9,000,000	To satisfy the funding requirements and begin the capital project prior to the issuance of debt under federal tax law.

Finance Review by: Debra Wallace, Deputy Town Manager/CFO 

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

ATTACHMENTS:

1. Resolution

DRAFT MOTION: Move to approve a resolution declaring expectation to reimburse expenditures with proceeds of future debt and authorize the preparation of the documents associated with the issuance, sale, and delivery of the debt obligations; and provide an effective date.

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____-17

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

WHEREAS, the Town of Flower Mound, Texas, (the "Town") intends to issue debt to fund the construction and equipment of a new Town Hall, including demolition of the existing Town Hall (the "Project"); and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

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

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

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

SECTION 1

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

SECTION 2

The Town reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Town, and that this Resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$9,000,000.

SECTION 3

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

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, ON THIS 20th DAY OF MARCH, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: March 20, 2017

FROM: Tammy Wilson, Executive Director of Financial Services

ITEM: Consider approval of the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016.

BACKGROUND INFORMATION: Article III, Section 3.13 of the Town Charter requires that an annual independent audit be performed of "the books and accounts of each and every department of the Town." The Town has complied with this requirement, and in the opinion of the auditing firm of Pattillo, Brown & Hill, L.L.P., the basic financial statements contained within the CAFR present fairly, in all material respects, the financial position of the Town as of September 30, 2016.

Copies of the Town of Flower Mound's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2016, were distributed prior to this meeting, and copies of the reports were placed in the Library for review by the public. There were no significant deficiencies or material weaknesses found during the audit.

The Town Council has adopted financial policies to guide and set goals for the financial administration of the Town. The following table displays the Town's financial policy results for fiscal year 2011-2012 through fiscal year 2015-2016.

<u>Financial Goals</u>	<u>Goal</u>		<u>09/30/2012</u>	<u>09/30/2013</u>	<u>09/30/2014</u>	<u>09/30/2015</u>	<u>09/30/2016</u>
General Fund unassigned fund balance	At/Above	15.00%	26.96%	32.67%	34.95%	32.69%	28.11%
Water & Wastewater capital reserve at 60 days maintained	At/Above	16.70%	28.50%	29.54%	22.98%	24.45%	24.20%
Debt Service fund balance	At/Above	4.00%	5.30%	5.82%	8.04%	6.21%	8.40%
Ratio of net debt to AV	At/Below	1.75%	1.06%	1.04%	0.92%	0.86%	0.76%
Ratio of debt service fund expenditures to total general & debt service funds	At/Below	20.00%	17.42%	16.92%	16.74%	18.38%	15.69%
VERF funding maintained at 85% funding level or higher	At/Above	85.00%	92.98%	93.99%	91.40%	92.87%	91.50%

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

DRAFT MOTION: Move to approve the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: March 20, 2017

FROM: Clay Riggs, PE, CFM, Senior Project Engineer

ITEM: Consider approval of the Professional Services Agreement with Halff Associates, Inc., to provide professional engineering services, for the East Waketon Road Improvements project, at an amount not to exceed of \$38,050.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Waketon Road drainage study, east of FM 2499, includes data collection, USACE jurisdictional determination, hydraulic modeling of the existing conditions, analysis of alternatives, and report to alleviate the recurring flooding and traffic disruption of Waketon Road, east of FM 2499.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$38,050.00

Proposed Expenditure:	Account Number(s):
\$38,050.00	610-590-98912

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

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

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve the Professional Services Agreement with Halff and Associates, Inc., to provide professional engineering services, for the East Waketon Road Drainage Improvements project, at an amount not to exceed of \$38,050.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
HALFF AND ASSOCIATES, INC.**

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 **Halff and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 1001 Cross Timbers Road, Suite 2020, Flower Mound, TX 75028.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to jurisdictional determination, hydraulic modeling, alternative analysis, and providing report documents for the Waketon Road Drainage Study project; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for the 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 has represented or 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 services for the Waketon Road Drainage Study project 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 Thirty-Eight Thousand Fifty and No/100 Dollars (\$38,050.00). 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. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a lump sum basis 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 supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. 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, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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 shall provide documents in any commonly-used electronic file format as requested by TOWN. 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.

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@flower-mound.com

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:

Clay Riggs, P.E., CFM
 Senior Project Engineer
 Town of Flower Mound
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 972-874-6302 Telephone

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.

If TOWN agrees that CONSULTANT may retain any subcontractors, 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

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, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

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.

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.

XV.

Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVII 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:

Clay Riggs, P.E., CFM
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6302 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:

Brian Haynes, P.E., CFM
Vice President
Halff and Associates, Inc.
1001 Cross Timbers Road, Suite 2020
Flower Mound, Texas 75028
972-829-8954 Telephone

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.

XX.
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.

XXI.
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.

XXII.
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.

XX.
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.

XXI.
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.

XXII.
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.

XXIII.
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.

XXIV.
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.

XXV.
Venue

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

XXVI.
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.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

**THE TOWN OF FLOWER MOUND,
TEXAS**

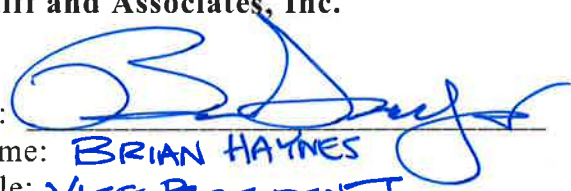
By: _____
The Honorable Thomas E Hayden
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Halff and Associates, Inc.

By: 

Name: BRIAN HAYNES

Title: VICE PRESIDENT

Date Signed: 2/21/2017

State of Texas

§

County of DENTON

§

§

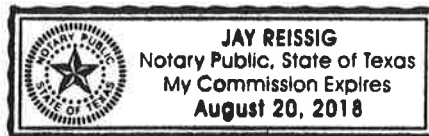
This instrument was acknowledged before me on the 27 day of FEBRUARY, 2017, by BRYAN HAYNES in his capacity as VICE PRESIDENT of HALFF ASSOCIATES, a _____ Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 27 DAY OF FEB, 20 17.


 Notary Public, State of Texas

My Commission Expires:

AUGUST 20, 2018



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Waketon Road at Timber Creek Trib. 16 Drainage Study

PROJECT UNDERSTANDING

The Town of Flower Mound has observed flood waters from Timber Creek Tributary 16 frequently overtop Waketon Road at a location west of Timber Way Drive. The road has to be closed until flood water withdrawal. Halff performed a site visit to Waketon Road and we had the following observations:

- Multi-box culverts (4 – 10'x4' culverts) under Waketon Road
- Multi-box culverts (9 – 10'x4' culverts) under FM 2499
- Shallow and sometimes undefined creek between Waketon Road and FM 2499
- Shallow pools of water between Waketon Road and FM 2499
- Water by-passing creek, running south to the northern Waketon Road ditch line

We determined a drainage study will need to be performed to analyze existing conditions and determine proposed improvements for Timber Creek Tributary 16 at Waketon Road. The Town of Flower Mound has a Town-Wide Hydrology Study (dated September 2009) with calculated flood discharges for ultimate development conditions for the 10-, 50-, 100-, and 500-year flood events. Halff will use the Town-Wide Hydrology Discharges for this Drainage Study.

Timber Creek Tributary 16 does not have a detailed study according to FEMA Flood Insurance Rate Map Number 48121C0540G, dated April 18, 2011. Halff will prepare an existing conditions hydraulic model of Timber Creek Tributary 16. The existing conditions model will begin downstream of Townsend Drive and end west of FM 2499 for an approximate length of 3,700 linear feet.

Halff will prepare up to three (3) proposed conditions hydraulic models of proposed improvements for Timber Creek Tributary 16. The proposed improvements included possible channel improvements, detention, roadway modifications, and/or culvert upgrades.

Surveying for this project was performed in a previous contract.

Halff will provide Professional Services for Waters of the U.S. Jurisdictional Determination and Drainage Study as detailed in this proposal. The following assumptions were made when preparing this proposal:

1. The Town of Flower Mound will provide Halff the model for the Town-Wide Hydrology Study (Dated September 2009). Halff will use the ultimate development conditions

discharges for the 10-, 50-, 100-, and 500-year flood events from the Town-Wide Hydrology Study.

2. The Town of Flower Mound will obtain right-of-entry into private property as necessary for the surveying and the study. We anticipate needing access to the following properties:
 - a. NE Corner of FM 2499 (owner listed as “Kenneth Whyburn”)
 - b. West of FM 2499 along Timber Creek Tributary 16 (owner listed as “Hawks Ramsey, LLC”)
 - c. West of Townsend Drive along Timber Creek Tributary 16 (owner listed as “Property Owners Assoc. for The reserve at Hickory Springs, Inc.”)
3. Scope of work does include a Waters of the Preliminary U.S. Jurisdictional Determination.
4. The Town will provide Halff with the North Central Texas Council of Government (NCTCOG) 2-ft contours in the project area. The 2-ft contours will be used to supplement the hydraulic model for any areas that are picked up in the survey.

SCOPE OF PROFESSIONAL SERVICES

Below is the detailed scope of work per task.

A. Surveying

1. Provided in previous contract (Not in this Scope of Work).

B. Preliminary Jurisdictional Determination

The preliminary jurisdictional determination is the most critical step in the Section 404 permit process because it identifies the areas over which the USACE has jurisdiction. The preliminary jurisdictional determination requires field verification to accurately identify the limits of the waters of the United States. Waters of the United States will be identified and surveyed during the site visit and transferred to a set of aerial photographs or topographic maps upon completion of the determination. Limits of waters of the United States shall be mapped in the field with a Trimble Geo-XT Global Positioning System (GPS) post-processing with the regional reference position. Field data will then be analyzed using ArcGIS software. All provided coordinates shall be United States State Plane 1983, Texas Central Zone (4202), U.S. Survey Feet. The specific work items in this task include:

1. Data Collection – Utilize topographic maps, spot survey elevation maps, and existing Denton County aerial photography to create an accurate base map of the subject property.
2. Field Investigation – Conduct a site visit to verify current field conditions, identifying hydric soil or vegetation indicators where applicable and mapping the limits of waters of the United States with the GPS unit.
3. Report – A final determination map will be produced and the total acreage of waters of the United States will be calculated. A brief memorandum summary of the methodology and findings with color photographs of the site will be produced for inclusion in the Jurisdictional Determination.

A Final Jurisdictional Determination can be done after the proposed improvements have been determined. A final jurisdictional determination is not included in this scope of work.

C. Drainage Study

We determined a drainage study will need to be performed to establish existing water surface conditions in Timber Creek Tributary 16 at Waketon Road. Below is the scope of work for the drainage study.

1. Hydraulic Modeling – Halff will prepare an existing and proposed conditions hydraulic model of Timber Creek Tributary 16 using the U.S. Army Corps of Engineers HEC-RAS software.
 - a. Existing Conditions Hydraulic Model
 - 1) The existing conditions model will begin downstream of College Avenue and end at an existing detention pond west of FM 2499 for an approximate length of 3,700 linear feet.
 - 2) Model will use surveyed cross-sections and 2-ft contours (NCTCOG) of the creek and structures.
 - 3) NCTCOG 2-ft Contours will be used to supplement areas the survey does not cover.
 - 4) Flood profiles for the 10-, 50-, 100-, 500-year ultimate conditions will be run in the hydraulic model.
 - b. Proposed Conditions Hydraulic Model
 - 1) Halff will prepare up to three (3) proposed conditions hydraulic models of proposed improvements for Timber Creek Tributary 16.
 - 2) The proposed improvements to reduce the overtopping of Waketon Road by flood waters could include: channel improvements, detention, roadway modifications, and/or culvert upgrades.
2. Report – Halff will prepare a report summarizing our findings from the drainage study. Halff will provide 5 copies of the preliminary report for review and 10 copies of the final report to the Town. The report will include:
 - a. Report describing the background, existing conditions, and proposed improvement recommendations.
 - a. Exhibits:
 - 1) Existing Conditions
 - 2) Proposed Improvements (up to 3 recommendations)
 - 3) Floodplain Inundation Maps
 - b. Cost Estimates for Proposed Improvement Recommendations
 - c. Model Input\Output and CD of Model

D. Coordination

Halff Associates will coordinate with agencies as necessary to obtain the necessary permits and permissions to construct the project. Halff Associates anticipates coordination will be required with the following:

1. Agency Coordination (including, but not limited to):
 - a. Town of Flower Mound

DELIVERABLES

The following deliverables will be provided to the Town:

1. Hydraulic Model for Timber Creek 16
2. Preliminary Drainage Report (5 Copies and CD)
3. Final Drainage Report (10 Copies and CD)

PROJECT SCHEDULE

Halff will begin work immediately after receipt of written notice to proceed. The tasks will be completed in accordance with the following project milestones in Calendar Days upon written notice. The dates shown below start after right-of-entry has been provided by all property owners.

Jurisdictional Determination	30 Days
Drainage Study.....	90 Days
Modeling	45 Days
Preliminary Report.....	30 Days
Final Report	15 Days

The schedule does not include review time and delays by others. The schedule is subject to change based on direction from the Town of Flower Mound.

ATTACHMENT B

COMPENSATION

The project will be a Lump Sum fee. Lump sum fee tasks will be billed monthly based on percentage of work that has been completed. A summary of the professional services fees is listed in the following table.

PROFESSIONAL SERVICES FEE SUMMARY	
PROJECT TASKS	FEE
A. SURVEY	N/A
B. JURSDICTIONAL DETERMINATION	\$4,800.00
C. DRAINAGE STUDY	\$31,430.00
D. COORDINATION	\$1,820.00
TOTAL FEE	\$38,050.00

Direct Costs for expenses such as mileage, copies, scans, sub-consultants, etc. are included in the lump sum fees. Sub-consultants fee includes an administration cost.



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: March 20, 2017

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase IV project, in the amount of \$147,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: This phase completes the final phase of this regional park. The consultant will reconnaissance the site, analyzes the capabilities and limitations of the site, produce the recommended plans and contract documents for the bidding process.

Phase IV will include an additional eighteen parking spaces with lighting, concrete sidewalk to connect to the trail, a Wildflower Meadow within designated areas with irrigation to sustain vegetation, a plaza area with signage kiosk/sundial structure, a scenic overlook, connection of a nature trail to the east side of the park via stone steps along embankment, an eighteen hole competition disc golf course and an entry sign at the plaza area and all infrastructure to support these elements.

BOARD REVIEW/CITIZEN FEEDBACK: The Park, Arts and Library Services (PALS) board unanimously approved the Heritage Park of Flower Mound phasing plan to adjust from 5 phases to 4 phases on December 1, 2014. The Community Development Corporation (CDC) met on September 15, 2015, to recommend additional funding required to be able to build this project and approved it unanimously. The CDC met again on November 28, 2016, and approved funding for design of Phase IV in the amount of \$200,000.00.

FISCAL IMPACT: \$147,000.00

Proposed Expenditure:	Account Number(s):
\$147,000.00	317-110-90708

Finance Review by: Debra Wallace, Deputy Town Manager/CFO

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

ATTACHMENTS:

1. Professional Services Agreement

DRAFT MOTION: Move to approve a Professional Services Agreement with Schrickel, Rollins and Associates, Inc., to provide master planning and construction documents associated with the Heritage Park of Flower Mound Phase IV project, in the amount of \$147,000.00; and authorize the Mayor to execute same on behalf of the Town.

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Schrickel, Rollins and Associates, Inc.**

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 **Schrickel, Rollins and Associates, Inc.**, ("hereinafter referred to as "CONSULTANT") whose address is 1161 Corporate Drive West, Suite 200, Arlington, TX 76006

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Heritage Park Phase IV Project; and

WHEREAS, CONSULTANT is a is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services qualified to provide such services and is willing to undertake the performance of such services for the 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 has represented or 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 for the Heritage Park Phase IV Project 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 One Hundred Forty Seven Thousand and No/100 Dollars (\$147,000.00). 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. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

CONSULTANT will bill TOWN on a percentage complete basis for certain services provided combined with a flat fee for specific tasks 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, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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 shall provide documents in any commonly-used electronic file format as requested by TOWN. 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.

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
Fax: 972-874-6478
Email: purchasing@flower-mound.com

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 Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 Telephone
972-874- 6472 Facsimile

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.

If TOWN agrees that CONSULTANT may retain any subcontractors, 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

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; AND, CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, §271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, §130.002(B)

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.

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.

XV.
Provisions Surviving Termination

The terms of Sections XII entitled Indemnification, and XVII 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 Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874- 6308 Telephone
972-874-6472 Facsimile

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:

Victor W. Baxter, R.L.A., ASLA
Chief Executive Officer / President
Schrickel, Rollins and Associates, Inc.
1161 Corporate Drive West, Suite 200
Arlington, Texas 76006
817-649-3216 Telephone

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.

XX.
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.

XXI.
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.

XXII.
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.

XX.
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.

XXI.
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.

XXII.
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.

XXIII.
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.

XXIV.
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.

XXV.
Venue

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

XXVI.
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

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

**THE TOWN OF FLOWER MOUND,
TEXAS**

By: _____
The Honorable Thomas E Hayden
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:

Schrickel, Rollins and Associates, Inc.

By:

Name: Victor Baxter, R.L.A., ASLA.

Title: Chief Executive Officer / President

Date Signed: March 1, 2017

State of Texas

County of TARRANT

This instrument was acknowledged before me on the 1st day of MARCH, 2017, by VICTOR W. BAXTER in his capacity as PRESIDENT of SCHRICKEL, ROLLINS & ASSOC., a PRIVATE Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of SCHRICKEL, ROLLINS & ASSOC., INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 1st DAY OF MARCH, 2017.

Sharon West
Notary Public, State of Texas

My Commission Expires:

1-21-2018





ATTACHMENT - A

SCOPE OF SERVICES

Heritage Park Phase IV– Park Improvements

February 9, 2017

SUMMARY OF PROJECT

- A. This project consists of Construction Documents for the items identified in Phase IV of the Master Plan.
- B. The total project construction budget is approximately \$2,000,000.00.

PART I - ELEMENTS

- A. The program of development shall include, but not be limited to, the following elements. It is understood that elements may be omitted in order to meet the project budget.

Project Elements - Base Bid

- 1. Demolition and Removal
- 2. Earthwork as needed
- 3. Storm Drainage and Domestic Water to proposed items
- 4. Approximately 16 – 18 space concrete parking lot (lighted)
- 5. Concrete Sidewalk to connect to trail
- 6. Wildflower Meadow within designated areas
- 7. Irrigation within areas designated
- 8. Erosion Control
- 9. Nature Trail – 8' wide colored/stamped concrete per master plan
 - Include selected nature sculpture and signage (sculpture and signage graphic designed by others)
- 10. Plaza Area / Trail Node (Signage graphic by others) – signage kiosk/sundial structure by SRA
 - Includes decorative paving, arbors and seating, landscape/garden
- 11. Scenic Overlook
- 12. Erosion Control / Stone Steps @ creek bed entry
- 13. Connect Nature Trail to the east side of park via stone steps along embankment
- 14. 18-Hole (Competition) Disc Golf with concrete pads, disc baskets and tee signage.
- 15. Entry Sign at Plaza Area



PART II – Concept Plan

- A. Services. Consultant will provide/perform the following Concept Planning Phase Services:
1. Conduct reconnaissance of the site.
 2. Analyze the capabilities and limitations of the site.
 3. In sketch form, or representative graphics, prepare conceptual development plan alternatives for the nature areas (sculpture/signage), disc golf course with typical signage design for each hole, scenic overlook, entry sign, plaza area with arbors and sundial / kiosk structure.
 4. Prepare a first draft of the site layout for staff review.
 5. Prepare general opinions of probable construction cost.
 6. Present the final draft site layout, and opinions of probable construction cost.
 7. Construction Documents will proceed upon final approval and authorization of the site layout.

PART III - CONSTRUCTION DOCUMENTS PHASE

- A. Services. Consultant will provide/perform the following Construction Documents Phase Services of the project in accordance with the available budget:
1. All drawings and details will be produced in AutoCAD.
 2. Based upon the approved Site Layout and further adjustments in the scope or quality of the Project or in the project design budget authorized by the Town, the Consultant shall prepare, for approval by Town staff, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. Construction Documents Phase deliverables shall include, but not be limited to these contract documents:
 - (a) Plan sheets illustrating plans, elevations, sections, and details of construction.
 - (b) Project manual containing technical specifications and bidding documents including Town forms, consisting of but not limited to the following: bid proposal, form of agreement between Town and Contractor, and conditions of the contract, etc.
 - (c) Provide graphic products in electronic file format (pdf).
 - (d) All electronic file transmittals shall be in CD-Rom format, uploaded to the Town's FTP site, or uploadable on an FTP site hosted by SRA.
 3. Deliverables will be submitted at the following phases of the design process: 50%, 85%, and 100% review.
 - (a) The 50% submittal will include four (4) half size bound sets (11x17) and will be provided by PDF and uploaded to SRA's FTP site for the Town's use and printing.
 - (b) The 85% and 100% submittal will each require four (4) half size bound sets (11x17) and two (2) bound specification books and will be provided by PDF and uploaded to SRA's FTP site for the Town's use and printing.



4. Prepare a take-off of quantities and prepare opinions of probable construction cost for each review set.
5. Prepare final bid documents, bid proposal forms, construction plans, and special conditions.
6. Reproduce bid documents as required by the Town.
7. File bid documents for review by the Texas Department of Licensing and Regulation.

PART IV – BIDDING PHASE

- A. Services. Consultant will provide/perform the following Bidding Phase Services. (*Items in italics will be provided by the Town of Flower Mound.*)
1. *The Town staff will prepare the advertisement for bids.*
 2. Answer questions from Bidders and prepare addenda as necessary.
 3. *The Town will open bids.*
 4. *The Town will provide Bid Tabulations.* SRA will review the bids and prepare a letter of recommendation.
 5. Review “or-equal” submittals from contractor.
 6. A summary of the bid analysis will be provided to the Town for use in the selection and award of the construction contract.
 7. *The Town staff will conduct a pre-bid conference.* SRA will attend.
 8. Furnish the Town three (3) half size bound plan sets (11x17) final plans and three (3) bound final specification books for construction bidding and will be provided by PDF and uploaded to SRA’s FTP site for the Town’s use and printing.

PART V - CONTRACT ADMINISTRATION PHASE

- A. Services. Consultant will provide/perform the following Construction Administration Phase Services:
1. Provide site observation visits appropriate to the stage and quality of the Contractor’s works in progress. Site observation visits shall be provided for ascertaining for the Town that the work is in substantial or general conformance with the contract documents and design intent.
 - (a) Should nonconforming or defective work be observed, the Consultant will endeavor to immediately inform the Town’s representative that conforming or remedial action is required.
 - (b) The number of site observation visits to be provided by a representative of the Consultant shall not exceed an aggregate total of up to six (6) visits over the period of the Contractor’s construction contract. If additional representation is required during the Construction Administration Phase, it shall be provided as Additional Services.



- (c) Site observation visits provided by the Consultant as necessary, to correct errors or omissions or to clarify ambiguities in the plans, will not accrue against the six (6) visits per Contract Administration Phase as described in Part V - A.1.b (shown above).
- 2. Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents.
- 3. Provide written responses to requests for information or clarification.
- 4. Recommend change orders, if required.
- 5. Assist the Town in conducting the substantial completion and final completion observations.
- 6. Record Drawings of constructed facilities.

PART VI – SPECIAL SERVICES

- A. Base Map and Surveying. A new topographic survey of the areas for the proposed parking lot, the plaza area, scenic overlook, transitions of slope on either side of the Garden Ridge Bridge (Pedestrian Underpass), and the area of the proposed trail will be required. The approximately five (5) acre survey (approximately 45'-30' wide along the trail area and location at plaza) will identify one-foot contours, existing park facilities, utilities identifiable above ground, trees (6" and above). Trees will be taken from an existing survey and applied to the new survey using town datum where applicable.
- B. Geotechnical Investigation and Report. A Geotechnical investigation and report will be conducted for proposed improvements in the areas surveyed.

PART VII - MEETINGS

- A. SRA and Disc Golf Designer will attend two (2) meetings for the Disc Golf Course Design: up to two (2) meetings for stakeholder input and one (1) meeting to present the Disc Golf Course Design for additional input. These may be included with Park Board and Council presentation meetings.
- B. SRA will attend two (2) meetings with staff, to approve the park site layout and to prepare for separate presentations to the Parks Board and Town Council.
- C. SRA will prepare for and attend up to two (2) meetings with the Flower Mound Parks Board for the purpose of presenting the Phase IV Concepts and preliminary Construction Documents.
- D. SRA will prepare for and attend up to two (2) meetings with the Flower Mound Town Council for the purpose of presenting the Phase IV Concepts and preliminary Construction Documents.



- E. Additional meetings may be scheduled with additional compensation by the Town to SRA, as mutually agreed to in writing in advance of any such meeting(s).

PART VIII – ADDITIONAL SERVICES

- A. The intent of this Scope of Services (Attachment “A”) is to include only the services specifically listed herein for this Project. Services specifically not included from this scope of services include, but are not necessarily limited to the following:
1. Professional Services beyond the original items described in the Scope of Services.
 2. Additional Surveying beyond that described in the Scope of Services.
 3. Design of off-site utility services, primary power, or drainage facilities to more than a distance of 100 feet from any boundary of the project site.
 4. Environmental impact statements, assessments or environmental impact study.
 5. Hydrology studies
 6. 3D animation or formal perspective renderings.
 7. Public meetings / presentations not included in Part – VII Meetings.
 8. Full-time or otherwise frequent and detailed inspection of the Contractor's works in progress.
 9. Quality control and testing services during construction.
 10. Additional site visits / meetings beyond those listed in Part V - Contract Administration Phase.
 11. Preparation of Storm Water Prevention Plan (SWPPP).
 12. Preparation of a conformance construction set.
 13. Any lighting beyond the Parking Lot security Lighting.
 14. WIFI, Audiovisual, Security Power
- B. Any services listed above will be provided only upon written authorization by the Owner for additional compensation.

PART IX - REIMBURSABLE EXPENSES

The Town will reimburse the consultant for the actual cost of the following: (1) all printing and reproductions of Bidding and Construction Documents, and (2) overnight or express delivery services. *The Town will pay the TDLR RAS review and inspection fees separately.*



ATTACHMENT - B

COMPENSATION SCHEDULE

Town of Flower Mound Heritage Park Phase IV - Park Improvements

February 9, 2017

BASIC PROFESSIONAL PLANNING AND DESIGN SERVICES -

A. Basic Services -

1. Schematic Layout	\$ 25,000
2. Construction Documents	\$ 82,500
3. Bidding	\$ 7,000
4. Contract Administration	\$ 9,500
5. Record Drawings	\$ 2,000
6. Subtotal Basic Services -	\$ 126,000

(Per a Construction Budget of \$2,000,000 Base Bid Items + Bid Option Items)

B. Special Services -

1. Topo Base Map - Survey	\$ 12,000
2. Geotech Report Allowance (4-5 borings)	\$ 8,000
3. Subtotal Special Services	\$ 20,000

C. Reimbursable Expenses - Allowance, Not to exceed \$ 1,000

D. TOTAL	\$ 147,000
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Attachment – C

SCHEDULE OF CHARGES - 2017 BILLABLE SALARY RATE & EXPENSE CHARGES

CLASSIFICATION:	RANGE OF BILLABLE SALARY RATE	
	LOW	HIGH
PRINCIPAL	\$151	\$200
ASSOCIATE	92	168
SENIOR ENGINEER	146	178
ENGINEER III	108	141
ENGINEER II	81	108
ENGINEER-IN-TRAINING (EIT)	70	92
SENIOR LANDSCAPE ARCHITECT	118	200
LANDSCAPE ARCHITECT III	87	125
LANDSCAPE ARCHITECT II	70	98
LANDSCAPE ARCHITECTURAL INTERN	54	81
ARCHITECT	87	141
ARCHITECTURAL INTERN	54	81
DESIGNER	54	98
SURVEYOR (RPLS)	98	141
SURVEY COORDINATOR	76	113
SURVEY TECHNICIAN	65	108
ENGINEERING TECHNICIAN	65	98
PLANNING TECHNICIAN	54	81
GIS PROJECT MANAGER	90	120
GIS ANALYST	75	100
GIS TECHNICIAN	60	100
PRODUCTION COORDINATOR	76	113
CAD OPERATOR/DRAFTER III	65	98
CAD OPERATOR/DRAFTER II	54	76
CAD OPERATOR/DRAFTER I	49	65
SENIOR SECRETARY/SPECIFICATIONS COORDINATOR	49	87
SECRETARY/WORD PROCESSOR	38	70
CLERK	35	49

The ranges and individual salaries are adjusted annually.

OTHER SERVICES:

SURVEY FIELD PARTY	\$135	\$175
--------------------	-------	-------

PRINTING & PLOTTING SERVICES:

In-house printing and plotting services will be charged at the market rate for commercial printing plus 10%. In-house capability includes color plots and a variety of media, including bond, vellum and mylar. In-house Xerox copies provided at \$0.06 per single side copy or \$0.12 per double side copy. Color copies provided for \$0.60 (8½x11) and \$1.00 (11x17) per single sheet.

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproductions expense, communication expense, travel, transportation and subsistence away from Arlington and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.



TOWN COUNCIL AGENDA ITEM NO. 7

CONSENT ITEM

DATE: March 20, 2017

FROM: David Stallings, Traffic Operations Manager

ITEM: Consider approval of the purchase of traffic sign sheeting material, in the estimated annual amount of \$60,000.00, from 3M Company, through a City of Fort Worth contract.

BACKGROUND INFORMATION: In order to expedite timely order of sign sheeting for the Town of Flower Mound, the Transportation Services Division, since 2009, has been utilizing a City of Allen sign sheeting contract with the 3M Company. In 2012, the City of Allen decided to not rebid their contract and use the City of Fort Worth's contract for the same material. Transportation Services subsequently began utilizing the City of Fort Worth's contract at the same time, including subsequent renewals.

The City of Fort Worth conducted a formal bid process for sign sheeting in 2016, and awarded the contract to 3M Company, the lowest responsive and responsible bidder. The initial term of the contract is one year, which will expire on June 28, 2017. The contract has the option to be renewed in one year increments for an additional four years. Estimated annual expenditures are expected to meet or exceed \$60,000.00. The items available under this contract are sign sheeting.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contract and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operations of government (such as purchasing necessary materials and equipment). The Town of Flower Mound and the City of Fort Worth entered into an interlocal agreement effective January 18, 2007, and is in effect until terminated by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$60,000.00

Proposed Expenditure:	Account Number(s):
\$60,000.00 estimated annually	100-690-95100-4080

Finance Review by: Debra Wallace, Assistant Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. City of Fort Worth Bid No.16-0198 Award Documents
2. City of Fort Worth Bid Documents 16-0198
3. City of Fort Worth Council Action 16-0198
4. City of Fort Worth Bid Tab 16-0198

DRAFT MOTION: Move to approve the purchase of Traffic Sign sheeting material, in the estimated annual amount of \$60,000.00, from 3M Company, through a City of Fort Worth Contract.



CITY OF FORT WORTH

Purchase Order

P.O. DATE: 6/30/2016

Blanket Order Number

PO-16-00094382

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

V E N D O R	Vendor Number: 0000006401
	3M COMPANY
	3M Traffic Safety Systems Division
	3M Center Bldg 235-3A-09 ST PAUL, MN 55144-1000

S H I P T O	TRANSPORTATION & PUBLIC WORKS TPW - TRAFFIC MANAGEMENT 5001 JAMES AVE FORT WORTH, TX 76115 Phone: (817) 392-8083
B I L L T O	MAIL INVOICE IN DUPLICATE TO: TRANSPORTATION & PUBLIC WORKS TPW - TRAFFIC MANAGEMENT 5001 JAMES AVE FORT WORTH, TX 76115 Phone: (817) 392-8083

INVOICES: Direct invoices in DUPLICATE to the address shown.
STANDARD PURCHASING TERMS AND CONDITIONS set forth in the
City of Fort Worth's Bid or Quotation, are incorporated herein by
reference and become a part of this order.

Bid No.: 16-0198				Payment Terms: Net 30 Shipping Terms: Destination, Prepaid & Allowed Delivery Calendar Day(s) A.R.O.: 0			
Item		Requisition #	Quantity	Unit	Unit Price	Total	
1	Agreement authorized by the City Council on June 28, 2016, M & C P-11894 for the TPW Department. The Agreement shall begin June 29, 2016 and end June 28, 2017 with options to renew for up to four (4) additional one-year periods exercised in accordance with the Agreement specifications. All prices, terms and conditions of the Agreement shall be as stated in Bid No. 16-0198. Upon accepting a release order from our user department/division for this Agreement, please insure you are provided a purchase order number and a release number. Invoices must be mailed to the ordering department/division releasing service/commodity and the invoice shall contain: 1) Bid number; 2) Department Purchase Order Number; 3) Release Number; 4) Department Name; 5) Address where service/commodity was delivered. Class-Item 550-45						
2	NON-PERFORATED ACRYLIC OVERLAY FILM WITH SYNTHETIC BACKING & PRESSURE SENSITIVE ADHESIVE - PRODUCT BRAND 3M PRODUCT NUMBER SERIES1100NP OR EQUAL LN/FY/Account Code Dollar Amount //			EA	\$0.67	\$0.00	
3	NON-PERFORATED, NON-REFLECTIVE VINYL FILM WITH SYNTHETIC BACKING & ADHESIVE - PRODUCT BRAND 3M PRODUCT NUMBER SERIES 7725 OR EQUAL LN/FY/Account Code Dollar Amount //			EA	\$0.48	\$0.00	
	Class-Item 550-45						

4	NONPERFORATED SUPER HIGH-INTENSITY RETROREFLECTIVE SIGN SHEETING WITH PRESSURE-SENSITIVE ADHESIVE BACKING - PRODUCT BRAND 3M PRODUCT NUMBER SERIES 3980 OR EQUAL	EA	\$1.35	\$0.00
	LN/FY/Account Code Dollar Amount			
	//			
	Class-Item 550-45			
5	NON-PERFORATED TYPE IV HIGH INTENSITY PRISMATIC RETROREFLECTIVE SHEETING WITH ADHESIVE BACKING - PRODUCT BRAND 3M PRODUCT NUMBER SERIES 3930 OR EQUAL	EA	\$0.78	\$0.00
	LN/FY/Account Code Dollar Amount			
	//			
	Class-Item 550-45			
6	NON-PERFORATED SUPER-HIGH EFFICIENCY FULL CUBE RETROREFLECTIVE SHEETING WITH PRESSURE SENSITIVE ADHESIVE - PEODUCT BRAND 3M PRODUCT NUMBER SERIES 4090 OR EQUAL	EA	\$1.91	\$0.00
	LN/FY/Account Code Dollar Amount			
	//			
	Class-Item 550-45			
7	MISCELLANEOUS SIGN SHEETING MATERIALS @ MANUFACTURER LIST PRICE LESS ___0___% DISCOUNT.	EA	\$0.00	\$0.00
	LN/FY/Account Code Dollar Amount			
	//			
			TOTAL:	\$0.00

APPROVED:

Jane Rogers

By: Jane Rogers

Phone#: (817) 392-8385

BUYER



CITY OF FORT WORTH / PURCHASING DIVISION

INVITATION TO BID NO. 16-0198

SIGN SHEETING MATERIAL

BID CLOSING DATE: MAY 5, 2016

For further information contact: Jane Rogers, Buyer
 (817) 392-8385 FAX (817) 392-8440 jane.rogers@fortworthtexas.gov

INSTRUCTIONS TO BIDDERS

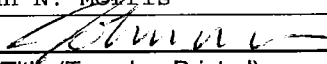
Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Completed Bids (one (1) executed original and two (2) copies) must be received in the Purchasing Office by 1:30 P.M., May 5, 2016**, and then publicly opened and read aloud at 2:00 P.M. in the Council Chambers. Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Fort Worth, and have the bid number, closing date, and company name clearly marked on the outside envelope. **Bids should be mailed or hand delivered to the following address:**

**Purchasing Division, Lower Level, Municipal Building
 1000 Throckmorton Street
 Fort Worth, Texas 76102**

Bids to be delivered by special courier (i.e. Federal Express, Special Delivery, etc.) are to be marked "**BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M.**" in order to be considered.

Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (____ days).

I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid. Principal Place of Business (Defined as at least having one permanent active business office and employee located in Texas).

Company Name and Address	Company's Authorized Agent
3M Company, 3M Center Bldg 225-4N-14	John N. Morris
St. Paul, MN 55144-1000	Signature: 
Federal ID Number (TIN) 41-0417775	Name and Title (Typed or Printed)
	John N. Morris
Social Security Number and Legal:	Contract Administrator
Company Name: 3M Company	Date: May 3rd, 2016
Telephone Number: 651-737-8274	
Fax Number: 888-246-9793	Email address: tbidgroup@mmm.com

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?
 Yes X No _____

If you, the Vendor checked "Yes," the following will apply: Governmental entities within utilizing Inter-Governmental Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Fort Worth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Fort Worth will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

Jack Dale, JD, CPPB
 Purchasing Manager

BID SOLICITATION

Printed: 04/19/2016

BID OPENING DATE AND TIME
6/6/2016 11:30:00 PM
BID NUMBER: 16-0198

BUYER: Jane Rogers

PHONE #: (817)392 - 8385

DELIVERY REQUIRED: 5/5/2016

Vendor Name: 3M Company

Address: 3M Center Bldg 225-4N-14

City, State Zip Code: St. Paul, MN 55144-1000

City of Ft Worth

TPW - TRAFFIC MANAGEMENT
 5001 JAMES AVE
 FORT WORTH TX 76115

Item	Class-Item	Quantity	Unit	Unit Price	Total
9.000	The City of Fort Worth is seeking bids from qualified bidders for an Annual Agreement for Sign Sheeting Material. The Agreement will be for one (1), one-year period with options to renew for up to four (4) additional one-year periods. All items shall be bid per attached specifications. PLEASE STATE BRAND NAME BID 3M Company			SQ FT	
1.000	NON-PERFORATED ACRYLIC OVERLAY FILM WITH SYNTHETIC BACKING & PRESSURE SENSITIVE ADHESIVE - PRODUCT BRAND 3M PRODUCT NUMBER SERIES 1100NP OR EQUAL * 3M #1170NP Series	10000	EA	0.67	6,700.00
2.000	NON-PERFORATED, NON-REFLECTIVE VINYL FILM WITH SYNTHETIC BACKING & ADHESIVE - PRODUCT BRAND 3M PRODUCT NUMBER SERIES 7725 OR EQUAL * 3M #7725 Series ** Please see attached page for available colors.	5000	EA	0.48	2,400.00
5.000	NONPERFORATED SUPER HIGH-INTENSITY RETROREFLECTIVE SIGN SHEETING WITH PRESSURE-SENSITIVE ADHESIVE BACKING - PRODUCT BRAND 3M PRODUCT NUMBER SERIES 3980 OR EQUAL * 3M #3980 Series	10000	EA	1.35	13,500.00
6.000	NON-PERFORATED TYPE IV HIGH INTENSITY PRISMATIC RETROREFLECTIVE SHEETING WITH ADHESIVE BACKING - PRODUCT BRAND 3M PRODUCT NUMBER 3930 OR EQUAL * 3M #3930 Series	8000	EA	0.78	6,240.00
7.000	NON-PERFORATED SUPER-HIGH EFFICIENCY FULL CUBE RETROREFLECTIVE SHEETING WITH PRESSURE SENSITIVE ADHESIVE - PRODUCT BRAND 3M PRODUCT NUMBER SERIES 4090 OR EQUAL * 3M #4090 Series	10000	EA	1.91	19,100.00
8.000	MISCELLANEOUS SIGN SHEETING MATERIALS @ MANUFACTURER LIST PRICE LESS 0% DISCOUNT. The amount listed is the estimated annual cost. The total amount to be listed on this line for example: \$3,000 - 10% discount (\$300) = \$2,700.	3000	EA		
				TOTAL:	\$ 47,940.00

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 90 DAYS.

TERM OF PAYMENT:

NET 30 DAYS

DELIVERY:

10-20 DAYS ARO

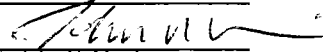
TELEPHONE NUMBER:

800-553-1380

COMPANY:

3M Company

SIGNATURE:



NAME AND TITLE:

John N. Morris
Contract Administrator

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

3M Company

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Not Applicable

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

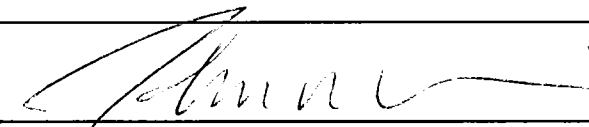
☐ Yes

☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

Not Applicable

4


Signature of vendor doing business with the governmental entity
John N. Morris Contract Administrator

May 3rd, 2016

Date



ATTACHMENT B - REFERENCE SHEET

Please Complete and Return This Form with your bid.

The Bidder shall furnish, with the bid, the following information, for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. ANY NEGATIVE VERIFICATIONS, FAILURE TO VERIFY, OR OTHER PUBLIC INFORMATION MAY RENDER BID NON-AWARDABLE. The City will be the sole judge of references.

1.	Project Name	City of Houston, TX
	Description/Scope of Work (what product/service did you provide:	Supply Reflective Sign Sheeting Product
	Completion Date:	Ongoing Contract Through June 2017
	Was work subcontracted?	<u> </u> Yes <u> x </u> No # of Days worked <u> </u>
	Subcontractor's name:	
	Project Location(s)	
	Project Manager/Superintendent:	Tywana L. Rhone
	Phone:	832-393-8754
	Email:	tywana.rhone@houstontx.gov
	Contract Amount:	\$685,580.00 Awarded Value
2.	Project Name	Texas Comptroller of Public Accounts
	Description/Scope of Work (what product/service did you provide:	Supply Reflective Sign Sheeting Product
	Completion Date:	Ongoing Contract through November 2016
	Was work subcontracted?	<u> </u> Yes <u> x </u> No # of Days worked <u> </u>
	Subcontractor's name:	
	Project Location(s)	
	Project Manager/Superintendent:	Bradley Payne
	Phone:	512-936-0285
	Email:	Bradley.Payne@cpa.texas.gov
	Contract Amount:	\$1 Million Approx.
3.	Project Name	Texas Criminal Justice
	Description/Scope of Work (what product/service did you provide:	Supply Reflective Sign Sheeting Product
	Completion Date:	Ongoing Contract through August 2016
	Was work subcontracted?	<u> </u> Yes <u> x </u> No # of Days worked <u> </u>
	Subcontractor's name:	
	Project Location(s)	
	Project Manager/Superintendent:	Kristine Brock
	Phone:	512-463-4316
	Email:	kristine.brock@cpa.texas.gov
	Contract Amount:	\$1 Million Approx.



Attachment C – Vendor Contact Information

Vendor's Name: 3M Company
Vendor's Local Address: 3M Center Bldg 225-4N-14 St. Paul, MN 55144-1000
Phone: 651-737-8274 Fax: 888-246-9793
Email: tbidgroup@mmm.com

Name of persons to contact when placing an order:

Name/Title Amy LaMusga - Customer Service Rep
Phone: 800-553-1380 option 1 Fax: 800-591-9293
Email: twestcoast@mmm.com

Name/Title Ken Ferguson - Sales Representative
Phone: 972-897-1462 Fax: 800-591-9293
Email: klferguson@mmm.com

Name/Title _____
Phone: _____ Fax: _____
Email: _____


Signature

John N. Morris Contract Administrator May 3rd, 2016
Printed Name Date

ATTACHMENT D

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

Section 2-14 of the Fort Worth Code of Ordinances authorizes the City Council, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the corporate limits of the City of Fort Worth and whose bid is within **3 or 5 percent** of the lowest bid, depending on the value of the request and goods or services requested, if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination of price and other economic benefits to the municipality.

Requests to be considered a local business must be submitted on this form with bid packages to be considered by the City of Fort Worth. Questions should be addressed to the Purchasing staff listed in the bid or request package.

The Fort Worth City Council requires the following information for consideration of location of a bidder's principal place of business. Add additional sheets if needed to provide this information.

1. Locational Eligibility: Principal Place of Business in Fort Worth, Texas.

- a. Do you have a Fort Worth office? If yes, identify address:

No

- b. What percentage of estimated gross company sales (worldwide) are sales originating in Fort Worth? "Originating in Fort Worth" shall mean payable at the Fort Worth office. [must exceed 50%] Not Applicable

2. Economic Development opportunities resulting from contract.

- a. Number of Fort Worth resident-employees? Not Applicable

- b. Amount of City of Fort Worth ad valorem taxes (real and business personal property) paid by company (for prior tax year — Fort Worth office or former location, if Fort Worth office is newly-established)? Not Applicable

Certification of information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

3M Company

May 3rd, 2016

(Company Name)

(Date)

(Signature)

John N. Morris Contract Administrator

(Printed Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED 3M Company Arizant, Inc. 3M Insurance Department Bldg 224-5S-29 St. Paul, MN 55144	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	
	INSURER B: National Union Fire Insurance Company of	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC#	
	24147-001	19445-002

COVERAGES**CERTIFICATE NUMBER:** 24184519**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MWZY 301339	3/1/2014	3/1/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			MWTB 300812	3/1/2014	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC306927 00	3/1/2016	3/1/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Errors & Omission/ Network Security/ Privacy Liability			01-174-34-96	3/1/2016	3/1/2017	\$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTE TO THIRD PARTY: Additional Insured status DOES NOT include Professional Technical Errors and Omissions Liability Coverage.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage :	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll: 4859873 Tpl: 2035328 Cert: 24184519 ©1988-2014 ACORD CORPORATION. All rights reserved.



ORIGINAL

**ADDENDUM TO THE INVITATION TO BID
SIGN SHEETING MATERIAL
CITY OF FORT WORTH
PURCHASING DIVISION**

ADDENDUM NO. 1

DATE ISSUED: APRIL 21, 2016

**INVITATION TO BID NUMBER (ITB): 16-0198
BID OPENING DATE: May 5, 2016**

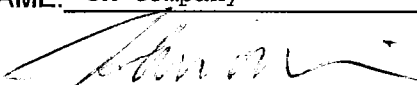
Addendum No.1, dated April 21, 2016 is hereby amended to incorporate in full text the following provisions:

- Q1: In reference to the Bid Solicitation Page Line Item Nos. one (1) through seven (7), does the unit measure "EA" refer to per square foot?
- A1: The unit measure of "EA" on the Bid Solicitation Page refers to square foot. Vendors shall bid per square foot price on Bid Solicitation Page for Line Item Nos. one (1) through seven (7).
- Q2: In reference to Line Item No. two (2), Non-Perforated, Non-Reflective Vinyl Film with Synthetic Backing and Adhesive, is the Synthetic Backing required or can paper backing be acceptable?
- A2: Synthetic Backing is required due to depth and force of the plotter knife blade while cutting. Vendor shall bid Synthetic Backing for Line Item No. 2.

All other terms and conditions remain the same.


**JACK DALE
PURCHASING MANAGER**

COMPANY NAME: 3M Company

SIGNATURE: 

John N. Morris
Contract Administrator

NOTE: Company name and signature must be the same as on the bid documents.



City of Fort Worth, Texas

Invitation to Bid No. 16-0198

Sign Sheeting Material

3M Company Bid Clarifications and Qualifications

3M Company would ask that the following clarifications/qualifications be evaluated and included as part of the bid response. If further clarification is needed, 3M Company would ask the City for the opportunity to discuss this document in more detail.

Page 13-14; 3.0 Insurance Requirements: 3M carries insurance coverage that exceeds the requirements for this contract and in all respects meets the spirit of the City's requirements for insurance coverage, but in some cases, cannot strictly comply with the insurance terms provided in this solicitation.

Item 3.1 Insurance Requirements - The context of this IFB is product supply and there will be no 3M presence on City property. 3M will assume the risks associated with its products or its own negligence, but cannot agree to be responsible for all risk and liability that may occur, regardless of cause.

Item 3.2.2 - 3M insurance covers 3M Company and its employees only. Accordingly 3M cannot provide coverage for independent vendors. 3M will not utilize subcontractors in the performance of this contract.

Item 3.2.5 - 3M will contractually agree to a 30 day notice of cancellation, non-renewal, and /or material change in policy terms or coverage but 3M's Certificate of Insurance will not so state.

Item 4.1 - 3M is unable to add third parties to its Worker's Compensation policies.

Item 4.2 - 3M considers its insurance policies as proprietary and confidential. Accordingly 3M cannot agree to provide complete copies of its insurance policies.

Item 4.3 - 3M will contractually agree to a 30 day notice of cancellation, non-renewal, and /or material change in policy terms or coverage but 3M's Certificate of Insurance will not so state.

Page 21; 13.0 Price Warranty:

The pricing offered by 3M in this contract is based on the contract's other terms (such as length and number of products), competition for and size of the sales opportunity, and many other market factors. During this contract's term, this contract's pricing will be competitive based on these factors. Because local governments generally impose significantly different contract terms and such terms and conditions are not comparable to each other or to 3M's commercial terms, 3M cannot guarantee the lowest pricing in all instances.

Page 23; 18.0 Ownership of Work Product:

To ensure clarity, 3M requests that the following language be added to the end of Section 18.0. Notwithstanding any other provision in Section 18.0, the City of Fort Worth acknowledges and agrees that the Contractor's pre-existing intellectual property, copyrights, inventions, trademarks, trade names, service marks and trade secrets, including but not limited to all modifications and derivative works thereof offered pursuant to this Invitation for Bid, regardless of authorship or ownership, are the property of Contractor and its suppliers/licensors.

Page 25; 28.2 Indemnification:

3M will agree to indemnify and defend the City and its officers and employees for damages to property and/or personal injury arising solely and directly from the negligent acts of 3M and its employees. 3M cannot assume liability for nor indemnify the City for indirect or consequential damages.

Page 25; 33.0 Immigration Nationality Act:

3M Company complies with federal immigration laws and regulations and does not knowingly employ improperly documented or undocumented aliens. However, 3M has been in existence since 1902 and as a global, Fortune 500 Company with over \$30B in sales in 2013 and approximately 88,000 employees worldwide, 3M cannot state with certainty whether each individual employed in the US is properly documented. On January 2, 2008, 3M began participating in the E-Verify program in compliance with federal and state immigration laws and regulations. Since that date, 3M has verified the identity and employment authorization of individuals hired and/or rehired for employment in the United States. 3M includes this information on Form I-9 for each individual hired and/or rehired and submits the Form I-9 information to the E-Verify program

3M™ Scotchcal™ ElectroCut™ Graphic Film Series 7725

Film series 7725 are 2 mil, pressure-sensitive films designed for permanent graphics that may be prespaced and electronically cut, screen printed or used in narrow width thermal transfer printing systems. These films which are the same color on both sides have a transparent synthetic liner that resists moisture absorption and static buildup, lays flat for easier assembly of multicolor graphics, and allows superior cutting and weeding. This film is available in 62 colors.

Film Colors

Product	Basic Colors
7725-10 *	White
7725-12 *	Black
7725-20 *	Matte White
7725-22 *	Matte Black
7725-114	Transparent

All Series 7725 Custom Colored Films

Call for availability.

Product	Standard Colors
7725-11	Pearl Gray
7725-13	Tomato Red
7725-14	Bright Orange
7725-15	Bright Yellow
7725-17	Vivid Blue
7725-19	Deep Mahogany Brown
7725-25	Sunflower
7725-29	Russet Brown
7725-31	Medium Gray
7725-37	Sapphire Blue
7725-41	Dark Gray
7725-46	Kelly Green
7725-47	Intense Blue
7725-49	Beige
7725-53	Cardinal Red
7725-54	Light Orange
7725-56	Dark Green
7725-57	Olympic Blue
7725-58	Burgundy
7725-63	Geranium
7725-66	Forest Green
7725-120	Satin Aluminum
7725-131	Satin Gold
7725-186	Bright Green
7725-196	Apple Green
7725-197	Light Navy
7725-263	Perfect Match Red
7725-276	Bottle Green

* Available in a 60" web width

Some colors available in 60" width - Call for availability.

Power Of Attorney

By the authority granted the undersigned by the Deputy General Counsel and Secretary, the individuals listed below are appointed as 3M's, or its designated subsidiaries', true and lawful attorneys-in-fact for it, and in its name, for commercially-available products and services and government-unique products and services (except research and development services) for which 3M or its designated subsidiaries will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States, to do acts specified on behalf of this Corporation.

(a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, (excluding certifications, representations and warranties to comply with certain laws or regulations²), the following attorneys-in-fact

Authority for the below individuals applies to the specific Business Unit or staff function indicated, subject to the limitations imposed by their respective General Manager/Vice President or equivalent.

- | | | | |
|--|--|--|--|
| ● <u>3M Purification</u>
Towne, Richard B. | ● <u>Critical and Chronic Care Solutions Division</u>
McDonald, Michael S. | ● <u>Health Information Systems Division</u>
Black, Lisa M.
Cline, Jan C.
Garrison, Garri L.
Graves, Terri M.
Jennings, Gerald R.
Kim, Myung H.
Mason, Deborah A.
Mathison, John C.
McDonough, James R.
Mitchell, Brian D. | ● <u>Oral Care Division</u>
Barnard, Mathew C. |
| ● <u>3M Unitek Corporation</u>
Barnard, Mathew C. | ● <u>Electronics Markets Materials Division</u>
Anderson, Kevin G.
Koch, Joseph F. | | ● <u>Optical Systems Division</u>
Summers, Micki A. |
| ● <u>Abrasive Systems Division</u>
Canniff, Perry M. | ● <u>Electrical Markets Division</u>
Schiller, Fred K. | | ● <u>Personal Safety Division</u>
<u>3M Detection Solutions</u>
Canniff, Perry M.
Wesomann, Melissa J. |
| ● <u>Advanced Materials Division</u>
Atwell, Mary
Davis, Scott J.
Giancola, John B.
Hanson, Scott R.
Ingstad, Cheryl A.
Lockhart, Bruce R.
Magrini, Dave L.
Moeller, Kent
Pearson, Claudia
Race, Robert J.
Rushin, Sandra J.
Utley, Elizabeth R. | ● <u>Food Safety Department</u>
Erdman, Michelle M.
Wadie, John A. | | ● <u>Traffic Safety and Security Division</u>
Benz, John P.
Christopherson, Nicole A.
Flatley, Doreen A.
Kester, Joseph H.
Leibel, Matthew R.
McMahon, Denise C.
Moran, Daniel F.
Morris, John N.
Pointon, David A.
Russo, Arnie K.
Schirelli, Ella M.
Selby, Megan A. |
| ● <u>Aero Technologies LLC</u>
Canniff, Perry M. | ● <u>Government R&D Contracts Department</u> ¹
Charles, Ruth P.
Kays, Steven L.
Smith, Vivian L. | ● <u>Industrial Adhesive and Tapes Division / Venture Tape Corporation</u>
Authority for the below individual(s) applies to Federal Supply Schedule contracts only:
Canniff, Perry M. | |
| ● <u>Aerospace and Aircraft Maintenance Division</u>
Canniff, Perry M. | ● <u>GTA-NHT, Inc</u>
Canniff, Perry M. | ● <u>Infection Prevention Division</u>
McDonald, Michael S.
-Health Care Service Support
Haatoja, Brian J. | |
| | ● <u>Stationery and Office Supplies Division</u>
Rihm, Diana L. | | |

Authority for the below individuals applies to the specific Business Unit or staff function indicated.

- | | | |
|---|--|--|
| ● <u>Global Channel Services</u>
Hilfer, Derrick E.
Mathers, Stephanio M. | ● <u>Government Markets</u>
Augustino, Rick
Kindem, Keren A.
Patrick, Laurie A. | ● <u>Government Contract Compliance</u>
Bordas, Richard J.
Carr, Terrance H.
Horwitz, Charles M.
Paraschou, Marie V.
Robinette, Thomas M. |
| | ● <u>Office of General Counsel</u>
Kuyath, Richard N. | |

¹ Authority is delegated by 3M's Senior Vice President, Research and Development, and Chief Technology Officer, to GR&DC to execute proposals and contracts for government research and development services.

² Product or performance warranties are to be reviewed and accepted by any 3M individual granted authority or responsibility to do so by the applicable business unit or staff group.

(b) To make certifications, (except Country of Origin certifications), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated, except certifications made by other attorneys-in-fact listed in paragraph (a) may be authorized in writing by one of the individuals listed in paragraph (b) after a determination by one of the individuals in paragraph (b) that such certification is valid. Unfamiliar certifications must be cleared with the Government Contract Compliance department prior to execution.

Authority for the below individuals applies to any Business Unit or staff function indicated.

- **3M Unitek Corporation**
Bernard, Mathew C.
- **Aerospace and Aircraft Maintenance Division**
Canniff, Perry M.
- **Government R&D Contracts Department**¹
Charles, Ruth P.
Kays, Steven L.
Smith, Vivien L.
- **Industrial Adhesive and Tapes Division / Venture Tape Corporation**
Authority for the below individual(s) applies to Federal Supply Schedule contracts only:
Canniff, Perry M.
- **Abrasive Systems Division**
Canniff, Perry M.
- **Critical and Chronic Care Solutions Division**
McDonald, Michael S.
- **Health Information Systems Division**
Black, Lisa M.
Clino, Jan C.
Garrison, Garri L.
Graves, Terri M.
Jennings, Gerald R.
Kim, Myung H.
Mason, Deborah A.
Mathison, John C.
McDonough, James R.
- **Oral Care Division**
Bernard, Mathew C.
- **Advanced Materials Division**
Davis, Scott J.
Giancola, John B.
Hanson, Scott R.
Ingstad, Cheryl A.
Lockhart, Bruce R.
Magrini, Dave L.
Moeller, Kent
Pearson, Claudia
Rece, Robert J.
Rushin, Sandra J.
Uttley, Elizabeth R.
- **Electronics Markets Materials Division**
Anderson, Kevin G.
Koch, Joseph F.
- **Food Safety Department**
Erdman, Michelle M.
Wadio, John A.
- **Personal Safety Division 3M Detection Solutions**
Canniff, Perry M.
Wesemann, Melissa J.
- **GTA-NHT, Inc.**
Canniff, Perry M.
- **Infection Prevention Division**
McDonald, Michael S.
-Health Care Service Support
Haataja, Brian J.
- **Traffic Safety and Security Division**
Benz, John P.
Leibel, Matthew R.
McMahon, Denise C.
Moran, Daniel F.
Morris, John N.
Roese, Arnie K.
- **Aero Technologies LLC**
Canniff, Perry M.

Authority for the below individuals applies to the specific Business Unit or staff function.

- **Global Channel Services**
Hilfor, Derrick E.
- **Government Markets**
Augustine, Rick
Klindom, Karen A.
Patrick, Laurie A.
- **Government Contract Compliance**
Bordas, Richard J.
Carr, Torrance H.
Horwitz, Charles M.
Pereschou, Maria V.
Robinette, Thomas M.
- **Office of General Counsel**
Kuyath, Richard N.

(c) To make Country of Origin certifications, the following attorney(s)-in-fact are hereby appointed:

- **Trade Compliance Department**
Authority may be sub-delegated in writing:
LaMere, Pierre J.

For all appointments, authority ceases or may be subsequently modified upon the individual's change in business unit, staff group or responsibilities, or when employment is terminated. Authority may be withdrawn or modified at any time.

This Power of Attorney revokes all prior Powers of Attorney with respect to the same matters and shall remain in effect until terminated by the undersigned or any other person authorized to grant powers of attorney on behalf of 3M. The undersigned has signed this Power of Attorney on this

28 day of March, 2016.

3M Company

By Charles M. Horwitz
Charles M. Horwitz
Director, Government Contract Compliance



3M™ Scotchcal™ ElectroCut™ Graphic Film

Series 7725

For the most current 3M Technical Information available to successfully use this product, please view this Bulletin electronically and click on the blue underlined links to view the relevant documents.

For Electronic Cutting, Thermal Transfer Printing and Screen Printing

1. Product Description

- 2-mil cast vinyl in 61 colors
- Pressure-sensitive, permanent adhesive
- Same color on both sides
- Transparent synthetic liner resists moisture absorption and static build up.
- Lays flat for easier assembly of multi-color graphics.
- Superior cutting as small as 0.25 inch (0.64 cm) and weeding.
- Ideal for prespaced and electronically cut, screen printed or used in narrow width thermal transfer printing systems

2. Recommended Types of Graphics and End Uses

When constructed and used as described in this Bulletin, these types of graphics and end uses may be eligible for the 3M™ MCST™ Warranty. Please read the entire Bulletin for details.

- Prespaced and electronically-cut graphics
- Commercial and industrial graphic applications, including emblems, vehicle graphics, labels, striping, general signage, two-way window markings
- Thermal transfer printed graphics

3. Performance Overview

3M tests the performance of both individual products and finished graphic constructions. This table shows the best performance expected from this product without a Warranty Period and with a Warranty Period.

For detailed graphic construction and application options along with specific Warranty Periods, please see the Warranty Information, Section 4.

Expected Performance Life. This is the estimated period of time the product should perform satisfactorily.	
Unprinted film with no graphic protection, applied to a flat vertical outdoor surface.	8 years Unwarranted Period
3M™ MCST™ Warranty. This is the maximum period of time 3M will warrant the finished graphic performance.	
Printed white film with the best 3M ink and graphic protection option, applied to a flat, vertical, vehicle surface.	6 years Warranty Period

4. Limitations of End Uses

A. Do not use the film for these end uses

3M does not normally warrant other uses or applications, but please contact us to discuss your needs or let us suggest other 3M products.

- Non-vertical applications
- Application to corrugated surfaces or surfaces with compound curves
- Application to stainless steel for fleet applications
- Graphics exposed to petroleum products or fumes
- Thermoforming
- Backlit signage (Use one of the 3M™ Scotchcal™ Translucent Graphic Film Series instead)
- Use in Summa's SummaChrome™ or DuraChrome™ printers or similar printers

5. Compatible Products

A. Screen Printing Ink

B. Graphic Protection

C. Other Products

This Bulletin provides details about the base film, recommended construction options, warranted durability and warranty limitations for the constructions shown in the Warranted Durability Tables. Additional specific information about compatible products can be found in the Product and Instruction Bulletins listed in **3M Related Literature** at the end of this bulletin.

- 3M™ Screen Printing Ink Series 1900 (Solvent) line color only
- 3M™ Screen Printing UV Ink Series 9800 line color only
- 3M™ Screen Print Gloss 1920DR
- 3M™ Screen Print Matte Clear 1930
- 3M™ Screen Print UV Gloss Clear 9800CL
- 3M™ Screen Print Matte Clear 9730
- 3M™ Screen Print UV Gloss Clear 9740i
- 3M™ Premasking Tape SCPM-3
- 3M™ Premasking Tape SCPM-44X
- 3M™ Prespacing Tape SCPS-2
- 3M™ Prespacing Tape SCPS-53X

6. Characteristics

These are typical values for unprocessed product; processing may change the values. Contact your 3M representative for a custom specification.

A. Physical Characteristics

Characteristic	Description
Film	Cast vinyl, glossy finish
Opacity	Opaque
Thickness	Without adhesive: 2 mil (0.05 mm) With adhesive: 2.5 to 3.5 mils (0.063 to 0.09 mm)
Adhesive type	Pressure sensitive
Adhesive color	Clear
Liner	Transparent synthetic
Tensile strength	5 pound/inch at 73°F (0.9 kg/cm at 23°C) <i>minimum</i>
Adhesion 24 hours after application	ABS: 4 pounds/inch (0.7 kg/cm) Acrylic: 4 pounds/inch (0.7 kg/cm) Acrylic enamel: 4 pounds/inch (0.7 kg/cm) Fruehauf painted panels: 4 pounds/inch (0.7 kg/cm) Polycarbonate: 4 pounds/inch (0.7 kg/cm) Urethane paints: 4 pounds/inch (0.7 kg/cm) Aluminum, alodine: 8 pounds/inch (1.4 kg/cm) Chrome: 5 pounds/inch (0.9 kg/cm) Polypropylene: 3 pounds/inch (0.5 kg/cm)
Chemical resistance	Resists mild alkalis, mild acids, and salt Excellent resistance to water (<i>this does not include immersion</i>)
Flammability	Flammability Test Reports on product catalog for 7725 films: ASTM E84 test report or go to the On-line Product Catalog at 3Mgraphics.com. All other test reports: call 1-800-328-3908.

B. Color Chart

Number	Color	Number	Color	Number	Color
7725-10	White	7725-46	Kelly green	7725-99	Fawn
7725-11	Pearl gray	7725-47	Intense blue	7725-103	Magenta
7725-12	Black	7725-48	Purple	7725-105	Harvest gold
7725-13	Tomato red	7725-49	Beige	7725-114	Clear
7725-14	Bright orange	7725-53	Cardinal red	7725-120	Satin aluminum
7725-15	Bright yellow	7725-54	Light orange	7725-130	Eggshell
7725-17	Vivid blue	7725-56	Dark green	7725-131	Satin gold
7725-19	Deep mahogany brown	7725-57	Olympic blue	7725-139	Saddle brown
		7725-58	Burgundy	7725-176	Aqua
7725-20	Matte white	7725-59	Putty	7725-177	Shadow blue
7725-22	Matte black	7725-63	Geranium	7725-186	Bright green
7725-23	Deep red	7725-64	Apricot	7725-187	Wedgewood blue
7725-24	Terra cotta	7725-66	Forest green	7725-193	Mauve
7725-25	Sunflower	7725-77	Peacock blue	7725-196	Apple green
7725-27	Indigo	7725-85	Vista yellow	7725-197	Light navy
7725-29	Russet brown	7725-86	Robin egg blue	7725-263	Perfect match red
7725-31	Medium gray	7725-88	Violet	7725-273	Process magenta
7725-37	Sapphire blue	7725-89	Sandstone	7725-276	Bottle green
7725-38	Royal purple	7725-90	Antique white	7725-307	Dark aqua
7725-39	Tan	7725-96	Teal	7725-357	Bermuda blue
7725-41	Dark gray	7725-98	Dark violet		

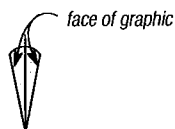
C. Application Characteristics

Characteristic	Description
Finished graphic application recommendation	Graphic orientation: Vertical, non-vertical and horizontal Surface type: Flat with and without rivets; Simple curves Substrate type: Metal, glass, acrylic, polycarbonate, fiberglass, painted surfaces Application temperature: 50° to 100°F (10° to 38°C) <i>air and substrate</i> Application method: Wet
Applied film shrinkage	0.010 inch (0.3 mm) <i>maximum</i>
Finished graphic exposure temperature	-40° to +225°F (-40° to +107°C)
Graphic removal	None, permanent

7. Definitions

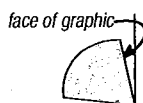
A. Exposure Types

U.S. Vertical Exposure



The face of the graphic is +/- 10° from vertical.

U.S. Non-vertical Exposure



The face of the graphic is greater than 10° from vertical and greater than 5° from horizontal. This includes non-vertical surfaces of vehicle wraps or fleet truck and trailer graphics.

U.S. Horizontal Exposure



The face of the graphic is +/- 5° from horizontal.

U.S. Desert Southwest Exposure

Any outdoor graphic exposed to solar energy more than half of the daylight hours in Arizona, New Mexico and the desert areas of California, Nevada, Utah and Texas is subject to reduced warranties. [Click here](#) for a detailed map.

- B. Graphic Construction** The products used to make a graphic, which may include film and/or flexible substrate, graphic protection, ink, printer and application tape.
- C. Graphic Protection** Overlamine films or clear coats used to protect the graphic and/or change gloss.
- D. Graphic Types** *As identified in Product Warranty Matrices*
- | | |
|----------------------|--|
| Indoor Signs | Stationary graphics applied indoors and <i>not</i> exposed to the elements. |
| Outdoor Signs | Stationary graphics applied outdoors and exposed to the elements. |
| OEM | Labels and decorative graphics produced for and used by original equipment manufacturers. May also be called decals. |
| Vehicles | <p>Vehicle. Buses, vans, passenger vehicles, delivery trucks, pickup trucks, enclosed trailers.</p> <p>Straight Trucks. Semi-Tractors and Semi-Trailers. Straight trucks, semi-tractors and semi-trailers used for commercial business purposes. Excludes air shields.</p> |

8. Warranty Information

- A. Warranty Coverage Overview** The Warranty coverage for each graphic is based on the user(s) both reading and following all applicable and current 3M Product and Instruction Bulletins. 3M will honor eligible graphics for the Warranty Period stated in the base film's Product Bulletin that is current when the film was purchased. The Warranty Period may be reduced and stipulations may apply for certain constructions and applications, as covered in this Bulletin.
- The following is made in lieu of all other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of a course of dealing, custom or usage of trade.
- B. 3M Basic Product Warranty** This product is warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this Product Bulletin and as further set forth in the 3M Graphics Warranties Brochure.
- C. Limited Remedy** 3M will replace or refund the price of any 3M materials that do not meet this Warranty within the specified time periods. These remedies are exclusive.
- D. Limitation of Liability** Except where prohibited by law, 3M SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PURCHASER OR USER FOR ANY DIRECT (EXCEPT FOR THE LIMITED REMEDY PROVIDED ABOVE), INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LABOR, NON-3M MATERIAL CHARGES, LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, OR GOODWILL) RESULTING FROM OR IN ANY WAY RELATED TO SELLER'S PRODUCTS, SERVICES or THIS BULLETIN. This limitation of liability applies regardless of the legal or equitable theory under which such losses or damages are sought including breach of contract, breach of warranty, negligence, strict liability, or any other legal or equitable theory.
- E. Additional Limitations** See the 3M Graphics Warranties Brochure at 3Mgraphics.com, which gives the terms, additional limitations of the Warranty, if any, and limitations of liability.
- F. 3M™ MCS™ Warranty** Finished graphics constructed with the materials specified and the exposure specified in the Warranty Period tables, below, are eligible for the 3M™ MCS™ Warranty. For warranties Subject to Stipulations set forth in Section G, below for other exposures, see Section G(1).
- (1) Warranty Period** for Finished Graphics in a Standard U.S. Vertical Exposure
- | | | |
|-----|---|---|
| Veh | = | Fleet, Standard and Recreational Vehicle Graphics |
| Out | = | Outdoor Signs |
| In | = | Indoor Signs |

See Warranty Period tables on the next page

Warranty Period for Vertical Exposure, in Years												
Imaging	No Printing			Ink Series 1900			Ink Series 9800			Ink Series 9800 Metallic		
Graphic Type	Veh	Out	In	Veh	Out	In	Veh	Out	In	Veh	Out	In
Graphic Protection	Film Colors: 7725-10, 12, 20, 22											
1920DR, air dry	—	—	—	5	5	5	—	—	—	—	—	—
1920DR, oven dry	—	—	—	6 ■	6 ■	6 ■	—	—	—	—	—	—
1930	—	—	—	2	2	2	—	—	—	—	—	—
9740i	—	—	—	6	6	6	6	6	6	5	5	5
9730UV	—	—	—	3	3	3	3	3	3	—	—	—
9800CL	—	—	—	—	—	—	5	5	5	5	5	5
None	8	7	7	—	—	—	—	—	—	—	—	—
Graphic Protection	Film Colors: 7725-114, 120, 131											
1920DR, air dry	—	—	—	5	5	5	—	—	—	—	—	—
1920DR, oven dry	—	—	—	5 ■	5 ■	5 ■	—	—	—	—	—	—
1930	—	—	—	2	2	2	—	—	—	—	—	—
9740i	—	—	—	5	5	5	5	5	5	5	5	5
9730UV	—	—	—	3	3	3	3	3	3	—	—	—
9800CL	—	—	—	—	—	—	5	5	5	5	5	5
None	5	5	5	—	—	—	—	—	—	—	—	—
Graphic Protection	Film Colors: All other colors of film series 7725											
1920DR, air dry	—	—	—	5	5	5	—	—	—	—	—	—
1920DR, oven dry	—	—	—	6 ■	6 ■	6 ■	—	—	—	—	—	—
1930	—	—	—	2	2	2	—	—	—	—	—	—
9720i	—	—	—	6	6	6	6	6	6	5	5	5
9720UV	—	—	—	6	6	6	6	6	6	5	5	5
9730UV	—	—	—	3	3	3	3	3	3	—	—	—
9800CL	—	—	—	—	—	—	5	5	5	5	5	5
None	6	6	6	—	—	—	—	—	—	—	—	—

■ Warranty requires oven drying the last color of ink series 1900 and clear 1920DR for 2 hours at 150°F (65°C)

(2) Legibility Warranty

For Fleet Graphics ONLY for
Horizontal Exposure and
Selected Constructions

Applications subjected to maximum sunlight and environmental conditions used on rooftops of commercially-owned fleet vehicles where identification from the air is needed are warranted for legibility only for the following constructions. The graphic will change color, lose gloss and chalk, which is not covered by warranty.

Warranty Period for Legibility, in Years			
Film Colors: 10, 11, 12, 13, 14, 15, 20, 22, 53		Horizontal Exposure	
Ink Series	Graphic Protection	U.S.	U.S. Desert Southwest
No printing	None	5	3

**G. General Warranty
Stipulations for 3M™
MCS™ Warranty**

**(1) Reduced Warranty Period for
Non-vertical Graphics**

These stipulations apply to the 3M™ MCS™ Warranty. General provisions for these stipulations are covered in the [3M Graphics Warranties Brochure](#) at [3Mgraphics.com](#).

For other graphic exposures, multiply the Warranty Period (in years) for your graphic construction as shown in the applicable Warranty Period tables, Section F(1), by the percentage shown for the intended graphic exposure. See page 3 for the graphic exposure definitions.

If the Graphic Exposure is:	Use this Percentage of U.S. Vertical Exposure, Warranted Durability	Calculation Examples Based on Indoor Warranty Periods
U.S. Non-vertical	50% (0.5)	0.5 x 5 years = 2.5 years 0.5 x 8 years = 4.0 years
Desert Southwest Vertical	70% (0.7)	0.7 x 5 years = 3.5 years 0.7 x 8 years = 5.4 years
Desert Southwest Non-vertical	35% (0.35)	0.35 x 5 years = 1.75 years 0.35 x 8 years = 2.7 years
Horizontal	0%	0

(2) Opacity

This film can be used on opaque surfaces but has less hiding power than a film with a colored adhesive. Consider this characteristic when selecting and preparing the substrate.

(3) Abrasion and Loss of Gloss

Abrasion damage and loss of gloss are not covered by any 3M warranty. This is considered normal wear and tear. However, to help maintain the appearance of your graphic, use the recommended graphic protection whenever:

- it is required for the construction and end use as shown in the Warranty Period tables.
- the graphic, **including printed vehicle graphics**, is exposed to abrasive conditions, harsh cleaners or chemicals.

(4) Application to Glass

3M accepts no liability for glass breakage when using this film for window graphics. See [3M Instruction Bulletin 5.1](#) for details.

(5) Application Outside the U.S.

Contact the 3M organization for that country.

**(6) Graphics Made with
Components Not Sold or
Recommended by 3M**

The 3M™ MCS™ Warranty does not, under any circumstances, cover graphics made with inks, film, graphic protection and/or application tapes that are not sold or recommended by 3M.

The user is solely responsible for the graphic appearance, performance and durability of graphic constructions that include any non recommended or qualified products.

(7) Printed Vehicle Graphics

Screen printed vehicle graphics require a clear to be warranted

(8) Harsh Washing

Graphics exposed to abrasive washing conditions, harsh cleaners or chemicals are not warranted.

(9) Clears that Haze

Clears 1930 and 9730UV may haze, which is not covered by the warranty.

(10) Chalking

Chalking for unprinted film colors 20, 263, 273 and 286 as they age is considered normal and acceptable wear. Chalking can be removed by normal graphic cleaning methods.

9. Factors that Affect Graphic Performance Life

The actual performance life of a graphic is affected by:

- the correct combination of 3M-recommended graphics products.
- the ink formulation (screen printing).
- adequate ink drying and/or UV curing.
- the selection and preparation of the substrate.
- the surface texture.
- application methods.
- the angle and direction of sun exposure.
- the environmental conditions.
- the cleaning or maintenance methods.

10. Graphics Manufacturing



CAUTION

Before using any equipment, always read the manufacturer's instructions for safe operation.

H. Thermal Transfer Printing

Formulations and processing conditions can affect ink durability. Refer to the Product and Instruction Bulletins for your ink for limitations and proper usage.

This film can be imaged with narrow width thermal transfer printing systems. Refer to the equipment manufacturer's literature for details.

I. Screen Printing

Refer to the ink's Product and Instruction Bulletins.

- Screen Printing: 3M™ Screen Printing Solvent Ink Series 1900 Line Color and Screen Print Clear VIO402. [3M Instruction Bulletin 3.12](#)
- Screen Printing: 3M™ Screen Printing Solvent Ink Series 1900 Four Color. [3M Instruction Bulletin 3.11](#)
- Screen Printing: 3M™ Screen Printing UV Ink Series 9800, Line Color. [3M Instruction Bulletin 3.20](#)
- Screen Printing: 3M™ Screen Printing UV Ink Series 9800, Four Color. [3M Instruction Bulletin 3.21](#)

J. Cutting

Based on cutting and weeding evaluations that used Helvetica medium upper case, the recommended minimum cutting height for text is 0.25 inch (0.64 cm). Because of the differences in electronically-controlled cutting equipment and font characteristics, users should determine their own cutting and weeding capability. Please see [3M's FAQ E-Cut](#) for a comparison of cutting types.

These factors can affect cutting quality and ability:

- **Sharpness of the knife blade.** Dull blades create a serrated look to the cut edge of the film.
- **Weight on the knife blade.** The ideal weight slightly scores the liner. Too little weight does not cut completely through the film and the adhesive. Excessive weight cuts the liner. It also causes the blade to drag, accelerating wear and eventually creating a serrated cut edge on the film.
- Temperature and relative humidity are minor considerations, but avoid extreme or rapidly fluctuating conditions.
- Store the film in the same environment as the cutting equipment.
- Consider the stroke width of characters, style of serifs or extensions, and small details of scanned or digitized artwork.
- The minimum recommended stroke width is 0.040 inch (1.0 mm) when film is exposed to cleaning or other physical stress.

K. Weeding

The excess film should be weeded (removed) as soon after cutting as practical. This is to minimize the effect of possible adhesive flow 24 or more hours after cutting.

L. Application Tapes

The application tape to use depends on the type of graphic produced. See [3M Instruction Bulletin 4.3](#) for more details.

Note: When using prespacing tape with film series 7725, do not use a Heat Vacuum Applicator to try improve adhesion to the liner. Doing so can cause problems when removing the film liner.

(1) When to Use Premasking Tape

- As an application aid to increase stiffness, and prevent stretching and damage during application.
- When little or no liner is exposed.

(2) When to Use Prespacing Tape

- Hold cut and weeded letters or graphics in registration after removing the film liner.
- Protect cut graphic parts from scratching or damage during application.
- Use when large amounts of liner are exposed.

(3) Use This Tape

Determine whether you want to premask the graphic or prespace cut pieces of film such as letters. Then locate the graphic protection used on your graphic in the table below, and use the corresponding tape. See [3M Instruction Bulletin 4.3](#) for complete details.

EXAMPLE: To premask a film that includes clear 1920DR, use premasking tape SCPM-3.

Application Tape	Graphic Protection			
	Refer to the Warranty tables to determine whether the Graphic Protection option listed is approved for the Ink series you are using with these films.			
	1920DR 1930	9730UV 9740i 9800CL	Ink 9800, no clear	Unprinted film
Premasking SCPM-3 with HVA use for prespacing	■			■
Premasking SCPM-3	■			■
Premasking SCPM-44X		■	■	
Premasking SCPM-53X		■	■	
Prespacing SCPS-2	■			■

11. Application

In addition to other Bulletins specified in this document, the following Bulletins provide details that you may need to successfully apply a graphic.

- Application, general procedures for indoor and outdoor dry applications. [3M Instruction Bulletin 5.5](#).
- Application: wet method for translucent, inkjet, screen printed and cut graphics. [3M Instruction Bulletin 5.7](#)

12. Shelf Life, Storage and Shipping

A. Shelf Life

Total shelf life: 3 years from the date of manufacture on the original box.
If you do process the film, do so within 2 years and apply within 1 year.
If you do not process the film, apply it within 3 years.

B. Storage Conditions

- 40° to 100°F (4° to 38°C)
- Out of sunlight
- Clean dry area
- Original container
- Bring the film to print room temperature before using

C. Shipping Finished Graphics

Flat (may be separated by paper), or rolled printed side out on 5 inch (13 cm) or larger core. This helps prevent the liner and, if used, the application tape from popping off.

See [3M Instruction Bulletin 6.5](#) for details.

13. Health and Safety



CAUTION

When handling any chemical products, read the manufacturers' container labels and the Safety Data Sheets (SDS) for important health, safety and environmental information. To obtain SDS sheets for 3M products go to 3M.com/MSDS, or by mail or in case of an emergency, call 1-800-364-3577 or 1-651-737-6501.

When using any equipment, always follow the manufacturers' instructions for safe operation.

14. Bulletin Change Summary

Modified and new content is marked with a black bar in the margin. The opacity of this film was incorrectly stated as translucent: it is opaque. The Related Literature Section has been replaced by links to related literature throughout this Bulletin.



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ElectroCut™ Film

Series 1170

Product Bulletin 1170

July 2007

Replaces PB 1170 dated January 2004

Description

3M™ ElectroCut™ Film Series 1170 is a durable, transparent, acrylic colored film coated with a transparent, pressure-sensitive adhesive that is protected by a removable liner available in the following colors.

<u>Color</u>	<u>Product Code</u>
Yellow	1171
Red	1172
Orange	1174
Blue	1175
Standard Green (Worboy)	1176
Green	1177
Black (Opaque)	1178
Brown	1179

Series 1170 is intended for use on 3M Reflective Sheeting as part of 3M's Matched Component System™ for signing. Series 1170 E.C. Film has a clear pressure-sensitive adhesive compatible with all the following 3M reflective sheetings used in permanent signing:

3M™ Reflective Sheeting

Engineer Grade Series 3290

High Intensity Grade Series 3870

High Intensity Prismatic Series 3930

Diamond Grade™ Series 3990 VIP

Diamond Grade™ Series 3970 LDP

Diamond Grade™ Series 3990T Translucent

Diamond Grade™ DG³ Series 4000

E.C. Film is designed with a special film liner for kiss-cutting on electronic cutting machines. Rolls are available prepunched for sprocket fed cutters or unpunched for flatbed or friction fed cutters. Colored E.C. Film is often used instead of silk

screened inks to provide transparent colored background copy for retroreflective street name signs and other traffic control signs. Various film widths are available to fabricate single sign panels up to 48" wide. For single panel signs requiring more than a single piece of sheeting or for multipanel signs such as guide signs, be sure to follow 3M color matching procedures in Information Folder 1.10 to achieve satisfactory results. **(For best color uniformity on a colored multipanel sign, make all panels from the same lot of E.C. Film.)**

Properties

Standard colors of series 1170 E.C. Films conform to appropriate retroreflective sheeting specifications – Federal Specification FP-96, Section 178.01 (a) and ASTM D4956 when applied over 3M™ Diamond Grade™ Reflective Sheeting Series 3970, 3990, 3990T or 4000, 3M™ High Intensity Grade Sheeting Series 3870 or 3930, or 3M™ Engineer Grade Sheeting Series 3290.

Due to the high transparency of 3M acrylic E.C. Films, retroreflective signs made with these E.C. Films give equal or better retroreflective performance than sheetings screened with transparent inks. Transparent blue, green, red, and yellow E.C. Films applied to white 3M™ Reflective Sheeting can be expected to give performance comparable to integrally colored reflective sheetings. The coefficient of retroreflection of the colored areas of E.C. Film signs will depend on both the overlay film transparency and the brightness of the white reflective substrate.

Table 1 gives the minimum and maximum coefficient of retroreflection (R_A values) for each transparent 1170 Series film as a percentage of the R_A of the white reflective background on which it is applied.

Table 1

Coefficient of retroreflection R_A^* for colored E.C. Films applied over white retroreflective sheeting (expressed as % of white retroreflective sheeting background)

Transparent (R_A color/ R_A white background) x 100%		
Color	Minimum	Maximum
Green	13.0	20
Blue	6.5	20
Red	14.0	24
Yellow	60.0	80
Orange	30.0	-
Brown	5.0	-
Standard Green (Worboy)**	8.0	14

* R_A (cd/lux/m²) measurements shall be made at 0.2° observation angle, -4° entrance angle, and 0° rotation, per ASTM E-810.

**Standard green color for U.K., Australia, and New Zealand

Film Liner

Series 1170 films have a transparent film release liner designed to aid the cutting process and the removal of the film weed after cutting. The rolls of film come edge weeded on punched rolls to prevent adhesive build-up on sprocket fed cutters.

Storage

Store in a cool, dry area 65-75°F (18-24°C), 30-50% relative humidity, and use within one year from date of receipt.

Fabrication – Cutting and Application Procedures

Important Note: It is recommended that inside radius corner fonts be used when cutting series 1170 film. Read and follow the manufacturer's operating manual carefully for proper use of cutting equipment.

1. Adjust knife pressure to cut cleanly through the film without cutting into the liner. A 30 degree blade works best. Spacing between letters or numbers should be adjusted to the aesthetic preference of the user. Consult the operating manual for instructions on how to regulate spacing. **Note:** Do not cut at high speed on variable speed machines.

2. Avoid sharp bends when cutting and handling film as this may cause film to release from the liner.
3. After cutting is complete, lay sheets flat, face to face, back to back. Always store sheets in this manner until the sheeting has been weeded and transfer tape has been applied to sheeting.
4. Use a stripping tool designed for weeding films that has a blunt (not a sharp) edge.
5. After weeding is completed, store sheets flat, face to face and back to back, until transfer tape is applied.
6. TPM-5 Clear Transfer Tape is recommended for best results. SCPM-3 Application Tape is also satisfactory for use on small signs. Other transfer tapes are not recommended.
7. Transfer tape can be applied either by hand using a plastic squeegee or through a hand squeeze roll laminator. If applying the transfer tape by hand, care must be taken to **always** squeegee from the center to the outside in both directions. If applying the transfer tape through the HSRA, the "lead" edge must be cut square and fed into the nip very carefully to avoid wrinkles in the E.C. Film.
8. Series 1170 film may be applied to the sheeting either before or after the sheeting has been applied to the substrate. Series 1170 film can be applied to Engineer Grade sheeting series 3290, High Intensity Grade sheeting series 3870 and 3930, Diamond Grade™ sheeting series 3970, 3990, 3990T and 4000. Use of a hand squeeze roll laminator is recommended to ensure satisfactory results. Use the "split liner method" – start in the middle of the sheet and remove half the liner to ensure proper alignment.
9. After series 1170 film and sheeting have been applied, remove the transfer tape by carefully removing the tape at as low an angle as possible.
10. **IMPORTANT!** When the transfer tape has been removed, reroll the sign through the laminator to ensure good adhesion.
11. A clean cutting blade is required. To remove adhesive build-up use a soft cloth dampened with mineral spirits, isopropyl alcohol or 3M Natural Cleaner.

Health and Safety Information

Read all health hazard, precautionary and first aid statements found in the Material Safety Data Sheet and/or product label of chemicals prior to handling or use.

General Performance Considerations

All existing field performance warranties for the reflective sheetings remain in effect when series 1170 film is applied over recommended Reflective Sheetings.

FOR INFORMATION OR ASSISTANCE

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High Intensity Prismatic Reflective Sheeting Series 3930

Product Bulletin 3930

January 2013

Replaces PB 3930 dated January 2012

Description

3M™ High Intensity Prismatic Reflective Sheeting Series 3930 is a non-metalized microprismatic lens reflective sheeting designed for production of reflective durable traffic control signs, work zone devices and delineators that are exposed vertically in service. Applied to properly prepared sign substrates, 3M high intensity prismatic sheeting provides long-term reflectivity and durability. Series 3930 sheeting is available in the following colors.

Color	Product Code
White	3930
Yellow	3931
Red	3932
Orange	3934
Blue	3935
Green	3937
Brown	3939
Color - TT Printable	
White – thermal transfer (TT) printable	3930TT
Yellow – TT printable	3931TT

Photometrics

Daytime Color (x,y,Y)

The chromaticity coordinates and total luminance factor of the retroreflective sheeting conform to Table A.

Color Test – Ordinary Colored Sheeting

Conformance to standard chromaticity (x, y) and luminance factor (Y %) requirements shall be determined by instrumental method in accordance with ASTM E 1164 on sheeting applied to smooth aluminum test panels cut from Alloy 6061-T6 or 5052-H38. The values shall be determined on a HunterLab ColorFlex 45/0 spectrophotometer. Computations shall be done for CIE Illuminant D65 and the 2° standard observer.²

²The instrumentally determined color values of retroreflective sheeting can vary significantly depending on the make and model of colorimetric spectrophotometer as well as the color and retroreflective optics of the sheeting (David M. Burns and Timothy J. Donahue, Measurement Issues in the Color Specification of Fluorescent Retroreflective Materials for High Visibility Traffic Signing and Personal Safety Applications, Proceedings of SPIE: Fourth Oxford Conference on Spectroscopy, 4826, pp. 39-49, 2003). For the purposes of this document, the HunterLab ColorFlex 45/0 spectrophotometer shall be the referee instrument.

Coefficients of Retroreflection (R_A)

The values in Table B are minimum coefficients of retroreflection expressed in candelas per lux per squaremeter (cd/lux/m²).

Table A Daytime color specification limits¹

Color	x		y		x		y		Daytime Luminance Limit	
	x	y	x	y	x	y	x	y	Min.	Max.
White	0.303	0.300	0.368	0.366	0.340	0.393	0.274	0.329	27	
Yellow	0.498	0.412	0.557	0.422	0.479	0.520	0.438	0.472	15	45
Red	0.648	0.351	0.735	0.265	0.629	0.281	0.565	0.346	2.5	15
Orange	0.558	0.352	0.636	0.364	0.570	0.429	0.506	0.404	10	30
Blue	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216	1	10
Green	0.026	0.399	0.166	0.364	0.286	0.446	0.207	0.771	3	12
Brown	0.430	0.340	0.610	0.390	0.550	0.450	0.430	0.390	1	9

¹The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System.

Test for Coefficients of Retroreflection

Conformance to coefficient of retroreflection requirements shall be determined by instrumental method in accordance with ASTM E-810 "Test Method for Coefficient of Retroreflection of Retroreflective Sheeting", and per E-810 the values of 0° and 90° rotation are averaged to determine the R_A in Table B.

Table B

Minimum Coefficient of Retroreflection R_A for new fluorescent sheeting(cd/lux/m²)

-4° Entrance Angle ³	Observation Angle ⁴	
	0.2°	0.5°
White	560	200
Yellow	420	150
Red	84	30
Orange	210	75
Green	56	21
Blue	30	13
Brown	18	7.5
30° Entrance Angle ³		
White	280	100
Yellow	210	75
Red	42	15
Orange	105	37
Green	28	10
Blue	14	6
Brown	8.5	3.5

³Entrance Angle – The angle from the illumination axis to the retroreflector axis. The retroreflector axis is an axis perpendicular to the retroreflective surface.

⁴Observation Angle – The angle between the illumination axis and the observation axis.

Printed Colors and Overlay Films

For screenprinted or thermally transfer printed transparent color areas on white sheeting when processed according to 3M recommendations, the coefficients of retroreflection shall not be less than 70% of the value for the corresponding color in Table B. For white sheeting covered with 3M™ ElectroCut™ Film Series 1170 when processed according to 3M recommendations, the coefficients of retroreflection shall not be less than 100% of the value for the corresponding color in Table B. The color chromaticity and luminance shall conform to Table A on page 1.

Entrance Angularity Performance in Regard to Orientation

High intensity prismatic reflective sheeting is designed to be an effective wide angle reflective sheeting regardless of its orientation on the substrate or ultimate orientation of the sign after installation. Signs and applied copy (letters, arrows, borders and shields) can be fabricated and installed using the application orientation that most efficiently utilizes the reflective sheeting.

Note: For multi-panel signs it is recommended that all background panels be sheeted such that the sheeting direction is the same for all panels.

Fabrication Lines

The manufacture of prismatic sheeting results in lines being present in the product. In high intensity prismatic sheeting these lines are slightly thicker than the seal pattern legs. Fabrication lines are noticeable in shop light but are not observable on the road either in daylight or at night under typical use conditions (Figure 1).

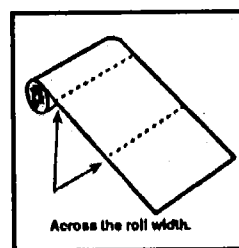


Figure 1 – Fabrication Lines

Adhesive

Series 3930 sheeting has a pressure-sensitive adhesive that is recommended for application at temperatures of 65°F (18°C) or higher.

Adhesive and Film Properties

Standard Test Panels

Unless otherwise specified herein, sheeting shall be applied to test panels and conditioned in accordance with ASTM D4956 and test methods and conditions shall conform to ASTM D4956.

Properties

The following properties shall conform to the requirements in ASTM D4956.

1. Adhesion
2. Outdoor weathering
 - retained coefficient of retroreflection
 - colorfastness

3. Shrinkage
4. Flexibility
5. Liner removal
6. Impact resistance
7. Night time color

In addition, Series 3930 sheeting will conform to the following properties.

1. Gloss

Test Method – Test in accordance with ASTM D523 using a 60° glossmeter.

Requirement – Rating not less than 50.

2. Optical Stability

Test Method – Apply a 3 inch x 6 inch sample to a test panel. Measure R_A then place it in an oven at $71^\circ\text{C} \pm 3^\circ\text{C}$ ($160^\circ\text{F} \pm 5^\circ\text{F}$) for 24 hours followed by conditioning at standard conditions for 2 hours. Remeasure R_A .

Requirement – The sheeting shall retain a minimum of 85% and a maximum of 115% of the original coefficient of retroreflection.

Sign Fabrication Methods

Application

Series 3930 sheeting incorporates a pressure sensitive adhesive and should be applied to the sign substrate at temperature of $65^\circ\text{F}/18^\circ\text{C}$ or higher by any of the following methods:

Mechanical squeeze roll applicator – refer to 3M Information Folder (IF) 1.4. Application to extrusions that are edge wrapped requires sufficient softening of the sheeting. This can be accomplished by directing additional heat to the “next to last” edge roller. This practice will increase productivity and minimize cracking.

Hand squeeze roll applicator – refer to 3M IF 1.6.

Application of Series 3930 sheeting for complete signs or backgrounds must be done with a roll laminator, either mechanical or hand driven.

Hand Application

Hand application is recommended for legend and copy only. Refer to 3M Information Folder 1.5 for more details.

Hand applications will show some visual irregularities, which are objectionable to aesthetically critical customers. These are more noticeable on darker colors. To obtain a close-up uniform appearance, a roll laminator must be used.

All direct applied copy and border **MUST** be cut at all metal joints and squeegeed at the joints.

Splices

Series 3930 sheeting must be butt spliced when more than one piece of sheeting is used on one piece of substrate. The sheeting pieces should not touch each other. This is to prevent buckling as the sheeting expands in extreme temperature and humidity exposure.

Double Faced Signs

The sheeting on the bottom side of a double faced sign can be damaged if rolled through a squeeze roll applicator with an unprotected steel bottom roller. The use of a semi-soft flat sheet between the steel roller and the applied sign face will provide protection from damage. A material such as a rubber mat, tag board or cardboard is recommended.

Substrates

For traffic sign use, substrates found to be most reliable and durable are properly prepared aluminum sheets and extrusions. **Users are urged to carefully evaluate all other substrates for adhesion and sign durability.** Other substrates that may be satisfactory for proper application of sheeting will have the following characteristics:

- Clean
- Smooth
- Flat
- Rigid
- Dimensionally stable
- Weather resistant
- Non-porous
- High surface energy (passes water break test)

Refer to Information Folder 1.7 for surface preparation recommendations. Substrates with low surface energy may require additional preparation such as flame treatment, mechanical abrasion or use of adhesion promoters prior to sheeting application. Guide sign extrusions may be edge wrapped. Flat panels or unwrapped extrusions are to be carefully trimmed so that sheeting from adjacent panels does not touch on assembled signs.

High intensity prismatic sheeting is designed primarily for applications to flat substrates. Any use that requires a radius of curvature of less than five inches should also be supported by rivets or bolts. Plastic substrates are not recommended where cold shock performance is required. **Sign failures caused by the substrate or improper surface preparation are not the responsibility of 3M.**

Imaging

High intensity prismatic sheeting may be processed into traffic signs by any of the imaging methods described below. 3M assumes no responsibility for failure of sign face legends or backgrounds that have been processed with non-3M process colors or matched component imaging materials other than those listed below.

Screen Processing

Series 3930 sheeting may be screen processed into traffic signs before or after mounting on a sign substrate, using 3M Process Colors Series 880I or Series 880N. Series 880I or 880N process colors can be screened at 60-100°F (16-38°C) at relative humidity of 20-50%. A PE 157 screen mesh with a fill pass is recommended. Refer to Information Folder 1.8 for details. No clear coating is required and is not recommended. Use of other process colors series is not recommended. **Care should be taken to avoid flexing high intensity prismatic sheeting before and especially after screening to eliminate the possibility of cracking from improper handling techniques.**

Thermal Transfer Printing

High intensity prismatic TT series sheeting may be imaged with 3M™ Thermal Transfer Ribbon Series TTR2300 in conjunction with the Matan SprinG3 or Matan Spot4 thermal transfer printers. For regulated traffic signs, Series TTR2300 Spot Traffic Colors are to be applied using these printers and must be covered with 3M™ ElectroCut™ Film 1170. Refer to Product Bulletin TTR2300 for more information.

3M™ ElectroCut™ Film

3M™ ElectroCut™ Film Series 1170 may be used to provide transparent colored background copy for traffic control signs on high intensity prismatic sheeting. Refer to Product Bulletin 1170 for fabrication procedures.

Applied Cut-Out Copy

High intensity prismatic cut letters may be applied to series 3930 sheeting background to create a sign legend. Such cut-out copy may be directly applied to the background sheeting, or may be applied in a demountable form. Direct applied copy must be cut at all panel seams and carefully trimmed back so that sheeting from adjacent panels does not touch on assembled signs. Refer to Information Folder 1.10 for more information.

Note: *It is recommended to fabricate all but the largest signs using 1170 electronic cuttable overlay film (ECOF) instead of direct applied copy.*

Additional Imaging Options for Work Zone Signs

Vinyl Graphic Films

Scotchcal™ Vinyl Series 3650, Series 7720 and Series 7725 may be used to provide copy for traffic control signs on high intensity prismatic sheeting (typically orange, white or yellow sheeting) for use in construction work zones. Refer to Scotchcal™ product literature for more information.

Latex Ink Jet Printing

Series 3930 sheeting to be used in work zone signs may be imaged with HP 789 series black latex ink in conjunction with the HP Designjet L25500 Printer, or with 792 series black latex ink in conjunction with the HP Designjet L26500 Printer. Refer to Information Folder 3.4 for more information.

Note: *With the exception of 3M branded products, 3M does not represent that any printer or printer accessory recommended in 3M literature will meet customer requirements, any federal, state or local regulations or any applicable safety standards. Such determination is the responsibility of the printer owner.*

Cutting

Series 3930 sheeting may be cut into letters and shapes of at least 3 inches in height and stroke widths of at least 1/2 inch. Smaller sizes are not recommended. Sealing cut edges of Series 3930 sheeting is not required.

Plotter Cutting

Programmable knife cut (electronic cutting)

1. Flat bed plotters can either die cut or kiss cut and offer the most consistent reliable performance.
2. Friction Fed plotter. Kiss cut only. Success has been achieved using plotters that have 600 grams of down force and a 60° cutting blade. Additional drive wheels may need to be added to improve tracking. An alternative procedure is to cut sheeting from the liner side. Blade force and knife depth must be set to score but not cut through the topfilm. Break apart individual copy or apply premask to retain spacing.

Other Cutting Methods

Series 3930 sheeting may be hand cut or die cut one sheet at a time, and band sawed or guillotined in stacks. Cutting equipment such as guillotines and metal shears, which have pressure plates on the sheeting when cutting, may damage the optics. Padding the pressure plate and easing it down onto the sheets being cut will significantly reduce damage. Maximum stack height for cutting Series 3930 sheeting is 1 ½ inch or 50 sheets. Details on cutting can be found in Information Folder 1.10.

Storage and Packaging

Series 3930 sheeting should be stored in a cool, dry area, preferably at 65-75°F (18-24°C) and 30-50% relative humidity and should be applied within one year of purchase. Rolls should be stored horizontally in the shipping carton. Partially used rolls should be returned to the shipping carton or suspended horizontally from a rod or pipe through the core. Unprocessed sheets should be stored flat. Finished signs and applied blanks should be stored on edge.

Screen processed signs must be protected with SCW 568 slipsheet paper. Place the glossy side of the slipsheet against the sign face and pad the face with closed cell packaging foam. Double faced signs must have the glossy side of the slipsheet against each face of the sign.

Unmounted screened faces must be stored flat and interleaved with SCW 568 slipsheet, glossy side against the sign face.

Avoid banding, crating, or stacking signs. Package for shipment in accordance with commercially accepted standards to prevent movement and chafing. Store sign packages indoors on edges.

Panels or finished signs must remain dry during shipment and storage. If packaged signs become wet, unpack immediately and allow signs to dry. Refer to Information Folder 1.11 for instructions on packing for storage and shipment.

Installation

Nylon washers are required when twist style fasteners are used to mount the sign.

Cleaning

Signs that require cleaning should be flushed with water, then washed with a detergent solution and soft bristle brush or sponge. Avoid pressure that may damage the sign face. Flush with water following washing. Do not use solvents to clean signs. Refer to 3M Information Folder 1.10.

Health and Safety Information

Read all health hazard, precautionary and first aid statements found in the Material Safety Data Sheet and/ or product label of any materials prior to handling or use.

General Performance Considerations

The durability of high intensity prismatic Series 3930 sheeting and finished signs using 3M Matched Component materials will depend upon substrate selection and preparation, compliance with recommended application procedures, geographic area, exposure conditions, and maintenance. Maximum durability of Series 3930 sheeting can be expected in applications subject to vertical exposure on stationary objects when processed and applied to properly prepared aluminum according to 3M recommendations provided in Information Folder 1.7. The user must determine the suitability of any nonmetallic sign backing for its intended use. **Sign failures caused by the substrate or improper surface preparation are not the responsibility of 3M.** Applications to unprimed, excessively rough or non-weather resistant surfaces or exposure to severe or unusual conditions can shorten the performance of such applications. Signs in mountainous areas that are covered by snow for prolonged periods may also have reduced durability. 3M process colors and ElectroCut™ Film, when used according to 3M recommendations, are generally expected to provide performance comparable to colored reflective sheeting. Custom colors, certain lighter colors, heavily toned colors or blends containing yellow or gold may have reduced durability. Atmospheric conditions in certain geographic areas may result in reduced durability.

Periodic sign inspection and regular sign replacement are strongly recommended in order for sign owners to establish their own effective service life expectation, beyond the warranty period.

3M has tested HP Designjet Printers and black latex inks: L25500 printer/series 789 black ink, and L26500 printer/series 792 black ink; and when applied within parameters defined in IF 3.4 the resulting sign performance is considered to be commensurate with typically expected sign life. However, this imaging system is not covered as part of the 3M Matched Component system noted in the General Warranty Terms.

3M Basic Product Warranty and Limited Remedy

3M™ High Intensity Prismatic Reflective Sheeting Series 3930 ("Product") is warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this Product Bulletin. If Series 3930 Sheeting is proven not to have met the Basic Warranty on its shipment date, then a buyer's exclusive remedy, and 3M's sole obligation, at 3M's option, will be refund or replacement of the sheeting.

General Warranty Terms:

1. 3M makes the Additional Warranty (as defined below) as to any traffic control and guidance sign in the United States and Canada ("Sign") made with 3M™ High Intensity Prismatic Reflective Sheeting Series 3930 ("Product") and the Matched Component materials listed in Table E. Any Additional Warranty is contingent on all components involved in that Additional Warranty being stored, applied, installed, and used only as 3M recommends in its Product Bulletins and Other Product Information.
2. The Basic Warranty and any applicable Additional Warranty are collectively referred to as the "3M Warranty." EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, RIGHTS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. A BUYER IS RESPONSIBLE FOR DETERMINING IF A PRODUCT IS SUITABLE FOR ITS PARTICULAR PURPOSE AND APPLICATION METHODS.
3. A Sign's failure to meet the 3M Warranty must be solely the result of the Product or the matched component materials' design or manufacturing defects. 3M has no obligation under the 3M Warranty if a sign failure is caused by: improper fabrication, handling, maintenance or installation; non-vertical applications where the Sign face is more than +/- 10% from vertical; use of any material or product not made by 3M or not included in Table E; use of application equipment not recommended by 3M; failure of sign substrate; loss of adhesion due to incompatible or improperly prepared substrate; exposure to chemicals, abrasion and other mechanical damage; snow burial or any other sign burial; collisions, vandalism or malicious mischief.

4. 3M reserves the right to determine the method of replacement, and any replacement Product will have the remainder of the original Product's unexpired 3M Warranty. Claims made under this warranty will be honored only if

- The Sign was dated upon completion of fabrication ("Fabrication Date") using a permanent method (sticker, permanent marker or crayon, metal stamp, etc.)
- 3M is notified of a 3M Warranty claim during any applicable Warranty Period and the owner or fabricator provides the information reasonably required by 3M to verify if a 3M Warranty is applicable.

Additional Warranty and Limited Remedy

1. The Additional Warranty for a Sign made with the Product is that the Sign will: (a) remain effective for its intended use when viewed from a **moving vehicle under normal day and night driving conditions by a driver with normal vision**, and (b) after cleaning, will meet the **minimum values for coefficient of retroreflection stated in Table C** for Table C's applicable Warranty Period measured from the Sign's Fabrication Date.

Table C

Minimum Percent Retained of Table B
Initial R_A for applicable Warranty Period for white, yellow, red, green, blue and brown

Warranty Period	Minimum Percentage R_A Retained
1-7 Years	80%
8-10 Years	70%

2. If any Sign made with the Product is proven not to have met the Additional Warranty, then a buyer's **exclusive remedy**, and 3M's sole obligation, at 3M's option:
 - a. if this occurs within seven years after the Fabrication Date, then 3M will, at its expense, restore the Sign's surface to its **original effectiveness**; or
 - b. if this occurs during the remainder of the Additional Warranty Period, then 3M will furnish only the necessary 3M sheeting Product and matched component materials quantity to restore the Sign's surface to its original effectiveness.

Additional Warranty & Limited Remedy for 3934 Orange Product

1. The Additional Warranty for a Sign made with 3934 orange sheeting (Orange Product) is that the Sign will: (a) **remain effective for its intended use when viewed from a moving vehicle under normal day and night driving conditions by a driver with normal vision;** (b) after cleaning, will retain the coefficient of retroreflection stated in Table D for three years measured from Fabrication Date; and (c) after cleaning, the Product will **maintain daytime luminance equal to or greater than the minimums specified in Table A.**

Table D

Minimum Coefficient of Retroreflection
for 3934 Orange sheeting Product (cd/lux/m²)
(0.2° observation and -4° entrance)

Warranty Period	Minimum R _A
Orange	80

If any Sign made with the Product is proven not to have met the Additional Warranty, then a buyer's **exclusive remedy**, and 3M's sole obligation, at 3M's option, is that 3M will provide pro-rated replacement of the 3M materials.

Table E

Matched Component Materials.

Matched Components	
Process Colors	Series 880I
Process Colors	Series 880N
Thermal Transfer Ribbons – Spot Traffic Colors only*	Series TTR2300
ElectroCut™ Film	Series 1170
Premium Protective Overlay Film	Series 1160
Slipsheet	SCW 568
Prespacing Tape	SCPS-2
Premasking Tape	SCPM-3
Transfer Tape	TPM-5

*must be covered with 3M™ ElectroCut™ Film 1170

Refer to 3M Information Folders and Product Bulletins for detailed information about recommended application procedures and equipment.

Other Product Information

Always confirm that you have the most current version of the applicable Product Bulletin, Information Folder or Other Product Information.

IF 1.4	Instructions for Interstate Squeeze Roll Applicator
IF 1.5	Hand Application Instructions
IF 1.6	Hand Squeeze Roll Applicator
IF 1.7	Sign Base Surface Preparation
IF 1.8	Process Color Application Instructions
IF 1.10	Cutting, Premasking, and Prespacing
IF 1.11	Sign Maintenance Management
PB 880I	Process Color 880I
PB 880N	Process Color 880N
PB 1170	ElectroCut™ Film
PB TTR2300	Thermal Transfer Ribbons Series TTR2300
PB 1160	Protective Overlay Film 1160 Ink Jet Imaging with HP Designjet L25500
IF 3.4	Printer and HP 789 Series latex Inks

Limitation of Liability

3M WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO A BUYER FOR DIRECT (other than the applicable Limited Remedy stated above), SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) IN ANY WAY RELATED TO A PRODUCT OR THIS PRODUCT BULLETIN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT.



Diamond Grade™ Fluorescent VIP Reflective Sheeting

Visual Impact Performance (VIP)
Series 3980

Product Bulletin 3980

September 2005

Replaces PB 3980 dated November 2002

Description

3M™ Diamond Grade™ Fluorescent VIP Reflective Sheeting is a visible-activated fluorescent wide angle prismatic lens reflective sheeting designed for the production of durable traffic control signs and delineators that are exposed vertically in service. This sheeting is designed to provide higher nighttime sign brightness than sheetings that use glass bead lenses and higher daytime brightness than ordinary (non-fluorescent) colored sheetings. It is intended to also provide high sign brightness in the legibility distance where other sheetings do not. This feature is shown by the values at 1.0° observation angle in Table C which represents these viewing geometries. VIP sheeting also provides brightness at high entrance angles shown by the values at 40° in Table C. Applied to properly prepared sign backings, fluorescent VIP sheeting should provide long term service.

Color

Fluorescent Yellow
Fluorescent Yellow Green

Product Code

3981
3983

Photometrics

Daytime Color (x,y,Y)

The chromaticity coordinates and total luminance factor of the retroreflective sheeting conform to Table A.

Color Test

Conformance to daytime color requirements of Table A shall be determined instrumentally on sheeting applied to aluminum test panels, using a 2-monochromator spectrophotometer employing annular 45/0 illuminating and viewing geometry¹. The bispectral radiance factor matrix (Donaldson matrix) shall be obtained in accordance with ASTM E 2153 "Practice for Obtaining Bispectral Photometric Data for Evaluation of Fluorescent Color". The total chromaticity coordinates and total luminance factor shall be computed from the Donaldson matrix in accordance with ASTM E2152 "Practice for Computing the Colors of Fluorescent Objects from Bispectral Data" for CIE illuminant D65 and the CIE 1931 (2°) standard colorimetric observer. The measurements shall be made on a Labsphere BFC-450 Bispectral Fluorescence Colorimeter or equivalent.

Table A - CIE Daytime Chromaticity Coordinate Limits* and Total Luminance Factor Minimum

Color	x		y		x		y		x		y		Total Luminance Factor Y (%) Min.
	x	y	x	y	x	y	x	y	x	y	x	y	
Yellow	.521	.424	.557	.442	.479	.520	.454	.491					45
Yellow Green	.390	.610	.460	.540	.421	.486	.368	.539					60

*The four pairs of chromaticity coordinates define the acceptable color limits for CIE D65 illumination in terms of the CIE 1931 Standard Colorimetric System when measured using a 2-monochromator spectrophotometer employing annular 45/0 illuminating and viewing geometry.

Fluorescence (Y_F)

Fluorescent luminance properties differentiate fluorescent sheeting from ordinary (non-fluorescent) sheeting. The Fluorescence Luminance Factor, Y_F , provides a standardized measure of the sheeting fluorescent properties. The numerical value of Y_F sheeting under specified illumination and viewing conditions verifies the fluorescent properties of the sign sheeting (for non-fluorescent sheeting $Y_F=0$). The minimum fluorescence luminance factor (Y_F) values of the retroreflective sheeting conform to Table B.

Table B - Fluorescence Luminance Factor Minimum for New Sheeting

Color	Y_F (%) min.
Yellow	25
Yellow Green	35

Fluorescence Test

Conformance to fluorescence luminance factor requirements shall be determined instrumentally, on sheeting applied to aluminum test panels, using a 2-monochromator spectrophotometer employing annular 45/0 (or equivalent 0/45) illuminating and viewing geometry.^{1&2} The fluorescence luminance factor shall be calculated from the fluorescence spectral radiance factors computed for CIE illuminant D65 in accordance with ASTM E-308 "Practice for Computing the Colors of Objects by Using the CIE System" for the CIE 1931 (2°) standard colorimetric observer. The measurements shall be made on a Labsphere BFC-450 Bispectral Fluorescence Colorimeter or equivalent.

¹ "Design and testing of a two-monochromator reference spectrofluorimeter for high-accuracy total radiance factor measurements" by Joanne C. Zwinkels, D.S. Gignac, M. Nevins, I. Powell, and A. Bewsher, Applied Optics, Vol. 36 no. 4, pp. 892-902 (1997).

² "Principles of Bispectral Fluorescence Colorimetry" by Jim Leland, N. Johnson, and A. Arecchi, Proceedings of SPIE - The International Society for Optical Engineering: Vol. 3140, pp. 76-87 (1997).

Coefficients of Retroreflection (R_A)

The values in Table C are minimum coefficients of retroreflection expressed in candelas per lux per square meter ($cd/lux/m^2$).

Test for Coefficients of Retroreflection

Conformance to coefficient of retroreflection requirements shall be determined by instrumental method in accordance with ASTM E-810 "Test Method for Coefficient of Retroreflection of Retroreflective Sheeting", and per E-810 the values of 0° and 90° rotation are averaged to determine the R_A in Table C.

Table C - Minimum Coefficient of Retroreflection R_A for New Sheeting ($cd/lux/m^2$)

Sheeting	Observation ³ Angle	Entrance Angle ⁴		
		-4°	30°	40°
Fluorescent Yellow	0.2°	240	150	55
	0.5°	165	81	15
	1.0°	48	27	6
Fluorescent Yellow Green	0.2°	325	200	75
	0.5°	236	110	23
	1.0°	65	36	9

³ Observation (Divergence) Angle - The angle between the illumination axis and the observation axis.

⁴ Entrance (Incidence) Angle - The angle from the illumination axis to the retroreflector axis. The retroreflector axis is an axis perpendicular to the retroreflective surface.

Nighttime Color (x,y)

The chromaticity coordinates of the reflective sheeting conform to Table D.

Nighttime Color Test

Conformance to nighttime color requirements shall be determined instrumentally on sheeting applied to aluminum test panels. Testing shall be in accordance with ASTM E-811. The total chromaticity coordinates shall be calculated from the total spectral radiance factors measured under

Table D - Nighttime Color Specification Limits For New Sheeting* Chromaticity Coordinate

Color	x	y	x	y	x	y	x	y
Fluorescent Yellow	0.554	0.445	0.610	0.390	0.569	0.394	0.527	0.436
Fluorescent Yellow Green	0.480	0.520	0.550	0.449	0.524	0.439	0.472	0.492

*The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with CIE standard illuminant A.

CIE illuminant A and computed in accordance with ASTM E-308 "Practice for Computing the Colors of Objects by Using the CIE System" for the CIE 1931 (2°) standard colorimetric observer.

Orientation

Diamond Grade fluorescent VIP sheeting is designed to be an effective wide angle reflective sheeting regardless of its orientation on the substrate or ultimate orientation after installation. However, because the efficiency of light return from cube corner reflectors is not equal at all rotation angles, it is possible to get the widest entrance angle light return when the sheeting is oriented in a particular way.

When extra wide entrance angle performance is important for a given sign type or situation, you may elect to make the signs with a specific orientation. However, unless the location and/or position calls for extra-wide entrance angularity performance signs can be manufactured and installed using the orientation that most efficiently utilizes the reflective sheeting.

For purposes of test measurement of the sheeting, it is important for the material to have a datum mark (the orientation arrows) so that the sample can be properly oriented in the test machinery. In those situations where extra wide entrance angle performance is required, this arrow can be used to assure the preferred orientation.

Interlocking Diamond Seal Pattern

Series 3980 sheeting has the same interlocking seal pattern as series 3990 sheeting. This pattern is unique to 3M wide angle prismatic retroreflective sheetings. Because of the small cube corners used in series 3980 sheeting, the seal cell walls or "legs" appear smooth.

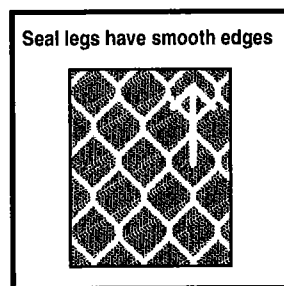


Figure 1 - Sheeting is positioned at a 0° angle.

Datum Marks (Arrows)

Series 3980 sheeting is made with small arrows in the surface repeated down the roll staggered at 20 inches and across the roll at regular intervals (Figure 2). These arrows which point down the length of the roll serve as reference marks for

photometric testing. The arrows are also used as visual aids to sheeting orientation when fabricating signs for special high entrance angle situations. The design of these arrows differentiate VIP sheeting from other Diamond Grade sheetings.

Tooling Lines

The manufacturing of a prismatic sheeting results in tooling lines being present in the product. In Diamond Grade fluorescent VIP sheeting these lines are slightly thicker than the seal pattern legs. Tooling lines are noticeable in shop light but are not observable on the road either in daylight or at night under typical use conditions (Figure 2).

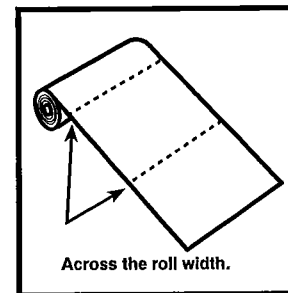


Figure 2 - Tooling Lines

Adhesive

Series 3980 sheeting has a pressure-sensitive adhesive that is recommended for room temperature application. Room temperature application is defined as 65°F (18°C) or higher.

Test Methods of Adhesive and Film

Standard Test Panels

Unless otherwise specified, herein, sheeting shall be applied to test panels in accordance with ASTM D4956-01, section 7.2 and test conditions shall conform to ASTM D4956 section 7.1.

Properties

Standard Conditioning - all mounted and unmounted test specimens shall be conditioned for 24 hours at 73°F ± 2°F (23°C ± 1°C) and 50% ± 4% R.H. before testing.

1. Adhesive

The retroreflective sheeting shall comply with the liner removal and adhesion requirements contained in ASTM D4956 sections 7.10 and 7.5 respectively.

2. Impact Resistance

Test Method - Apply sheeting to a standard panel 3 inch x 6 inch (7.6x15.2cm) and condition. Subject sheeting to a 50 inch pounds (5.7Nm) impact in accordance with ASTM D-2794.

Requirement - No separation from panel or cracking outside immediate impact area.

3. Shrinkage

The retroreflective sheeting shall comply with the shrinkage requirements contained in ASTM D4956 sections 7.10 and 7.5 respectively.

4. Flexibility

Test Method - Following conditioning of 1 inch x 6 inch sample, remove liner and dust adhesive with talc. At standard conditions, bend in one second around 1/8 inch (3.2mm) mandrel with adhesive side facing mandrel.

Requirement - No cracking, peeling or delamination.

5. Gloss

Test Method - Test in accordance with ASTM D523 using an 85° glossmeter.

Requirement - Rating not less than 50.

6. Optical Stability

Test Method - Apply sheeting to standard panel and condition. Measure coefficients of retroreflection for all test geometries. Expose panel in an air circulating oven at $160 \pm 5^\circ\text{F}$ ($71 \pm 3^\circ\text{C}$) for a period of 24 hours. Re-condition after exposure and re-measure at all test geometries.

Requirement - Coefficients of retroreflection measured after exposure shall be between 85% and 115% of the values measured before exposure.

Sign Fabrication Methods

Application

Diamond Grade fluorescent VIP sheeting series 3980 incorporates a pressure-sensitive adhesive and should be applied to the sign substrate at room temperature ($65^\circ\text{F}/18^\circ\text{C}$) or higher by any of the following methods:

Mechanical squeeze roll applicator - IF 1.4*

Application to extrusions requires heat directed at the next-to-last edge roller. Cracking may occur if the top film is not sufficiently softened.

Hand squeeze roll applicator - IF 1.6

Hand application - IF 1.5

*Note - never direct the Calrod™ heater at the sheeting during application. If the heater is needed to warm to the minimum application temperature of 65°F , direct it at the substrate only.

Hand Application

Hand application is recommended for legend and copy only. Application of Diamond Grade sheeting for complete signs or backgrounds must be done with a roll laminator, either mechanical or hand. See Information Folder 1.5 for more details.

Hand applications will show some visual irregularities which are objectionable to

aesthetically critical customers. These are more noticeable on darker colors. To obtain a close-up uniform appearance, a roll laminator must be used.

All direct applied copy and border MUST be cut at all metal joints and squeegeed at the joint.

Splices

Series 3980 sheeting should be butt spliced when more than one piece of sheeting is used on one piece of substrate. The sheeting pieces should not touch each other at the splice and a gap of up to 1/16 inch is acceptable. This is to prevent buckling as the sheeting expands in extreme temperature/humidity exposure.

If the visual appearance of the splice is important or a slight gap is undesirable, the following procedures must be followed:

1. Overlap the sheeting at least one inch, with or without the liner attached.
2. Using a straight edge and a sharp utility knife, cut through both layers of reflective sheeting.
3. Peel back and remove cut remnants. If liner was left on, remove and roll down remaining sheeting.
4. Seal edge with thinned 880 Clear using a fine artist paint brush.

Double Faced Signs

Series 3980 sheeting on the first side must be protected from damage from the steel bottom roll of squeeze roll applicators with FR-2 sponge rubber and SCW82.

Substrates

For traffic sign use, product application is limited to properly prepared aluminum (see Information Folder 1.7). Extrusions are to be wrapped, and flat panel signs are to be carefully trimmed so that sheeting from adjacent panels do not touch on the assembled signs. Users are urged to carefully evaluate all other substrates for adhesion and sign durability. Diamond Grade fluorescent VIP sheeting is designed primarily for application to flat substrates. Any use that requires a radius of curvature of less than five inches should also be supported by rivets or bolts. Plastic substrates are not recommended where cold shock performance is essential. Sign failures caused by the substrate or improper surface preparation are not the responsibility of 3M.

Screen Processing

Fluorescent VIP sheeting may be screen processed into traffic signs before or after mounting on a sign substrate, using 3M™ Process Colors Series 880 (see Product Bulletin 880).

Series 880 process colors can be screen processed at 60-100°F (16-38°C) at relative humidity of 20-50%. A PE 157 screen mesh with a fill pass is recommended. See Information Folder 1.8 for details. Use of other process colors series is not recommended.

3M assumes no responsibility for failure of sign face legends or backgrounds that have been processed with non-3M process colors or 3M process colors other than those listed above.

Care should be taken to avoid flexing the sheeting before and especially after screening to eliminate the possibility of cracking from improper handling techniques.

Cutting and Matching

The sheeting may be hand cut or die cut one sheet at a time, and band sawed or guillotined in stacks. VIP sheeting can be hand cut from either side with a razor blade or other sharp hand tool. Like all reflective sheetings, when two or more pieces are used side by side on a sign, they must be matched to assure uniform day color and night appearance.

Cutting equipment such as guillotines and metal shears which have pressure plates on the sheeting when cutting may damage the optics. Padding the pressure plate and easing significantly reduces it down onto the sheets being cut will eliminate damage. Maximum stack height for cutting VIP sheeting is 1-1/2 inch or 50 sheets. Details on cutting can be found in Information Folder 1.10. Multi-piece signs should have all panels or pieces oriented identically for uniform appearance (arrow and the seal pattern in the same direction). Edge sealing VIP sheeting is generally not required. Following extended exposure, airborne dust particles may become trapped within the row of cut cells along the sheeting edge. This should have no adverse effect on sign performance. If the user chooses to edge seal, series 880 toner should be used.

Health and Safety Information

Read all health hazard, precautionary and first aid statements found in the Material Safety Data Sheet and/or product label of chemicals prior to handling or use.

General Performance Considerations

The durability of Diamond Grade fluorescent VIP reflective sheeting Series 3980 will depend upon substrate selection and preparation, compliance with recommended application procedures, geographic area, exposure conditions, and maintenance.

Maximum durability of Series 3980 sheeting can be expected in applications subject to vertical

exposure on stationary objects when processed and applied to properly prepared aluminum according to 3M recommendations provided in Information Folder 1.7 on Sign Substrate Surface Preparation.

The user must determine the suitability of any nonmetallic sign backing for its intended use. Applications to unprimed, excessively rough or non-weather-resistant surfaces, or exposure to severe or unusual conditions can shorten the performance in such applications.

Signs in mountainous areas that are covered by snow for prolonged periods may also have reduced durability.

Color stability - Diamond Grade fluorescent VIP sheeting will change in color appearance at a rate comparable to non-fluorescent sheeting during the warranty period.

After the warranty period, the color of fluorescent VIP sheeting may degrade more rapidly than nonfluorescent sheeting. The rate of fluorescent degradation is accelerated in climates with high levels of solar irradiation and high temperatures. Color changes may be expected to first appear on south-facing signs.

Periodic sign inspection and regular sign replacement are strongly recommended in order for agencies to establish their own effective service life expectation, beyond the warranty period. 3M™ Scotchcal™ Film 3655 Black, Scotchcal film 7720-12, 3M™ Controltac™ Film 180-12 Black, and 3M™ Electrocut™ Film Series 1170 can be expected to perform satisfactorily for the life of the sign when direct applied to series 3980 sheeting, except where shortened durability is stated in the literature.

Cleaning

Signs that require cleaning should be flushed with water, then washed with a detergent solution and bristle brush or sponge. Avoid pressure that may damage the sign face. Flush with water following washing. Do not use solvents to clean signs. See Information Folder 1.10.

Storage and Packaging

Fluorescent VIP sheeting should be stored in a cool, dry area, preferably at 65-75°F (18-24°C) and 30-50% relative humidity and should be applied within one year of purchase.

Rolls should be stored horizontally in the shipping carton. Partially used rolls should be returned to the shipping carton or suspended horizontally from a rod or pipe through the core. Unprocessed sheets should be stored flat.

Finished signs and applied blanks should be stored on edge.

Screen processed signs must be protected with SCW 568 slipsheet paper. Place the glossy side of the slipsheeting against the sign face and pad the face with closed cell packaging foam. Double faced signs must have the glossy side of the slip-sheet against each face of the sign.

Unmounted screened faces must be stored flat and interleaved with SCW 568 slipsheet, glossy side against the sign face. Packages of finished sign faces must include sufficient nylon washers for mounting.

Avoid banding, crating, or stacking signs. Package for shipment in accordance with commercially accepted standards to prevent movement and chafing. Store sign packages indoors on edges.

Panels or finished signs must remain dry during shipment and storage. If packaged signs become wet, unpack immediately and allow signs to dry. See Information Folder 1.11 for instructions on packing for storage and shipment.

Installation

Nylon washers are recommended between the heads of all twist fasteners (such as screw heads, bolts, or nuts) and the sheeting to protect the sheeting from the twisting action of the bolt heads.

Warranty

3M warrants that Diamond Grade™ Fluorescent VIP Reflective Sheeting Series 3980, sold by 3M after June 1, 2000, to be used as components for traffic control and guidance signs in the United States and Canada will remain effective for its

intended use for ten years* (see footnote for warranty exceptions), subject to the following provisions.

If a Diamond Grade fluorescent sign surface is processed and applied to sign blank materials in accordance with all 3M application and fabrication procedures found in 3M's product bulletins, information folders and technical memos (which will be furnished to the agency upon request), including the exclusive use of 3M matched component systems, process colors, clear coatings, electronic cuttable films, 1160 protective overlay films, and recommended application equipment; and if the sign deteriorates due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by a driver with normal vision; or (2) the coefficient of retroreflection, after cleaning, is less than the minimums specified in Table E; or (3) the total luminance factor and the fluorescence luminance factor, after cleaning, are less than the minimums specified in Table E; or (4) the daytime chromaticity, after cleaning, falls outside the limits specified in Table A; or (5) the nighttime chromaticity, after cleaning, falls outside the limits specified in Table D; 3M's sole responsibility and purchaser's and user's exclusive remedy will be:

For those states with a 10 year warranty, if the failure occurs within the first 7 years from the date of fabrication, 3M will, at its expense, restore the sign surface to its original effectiveness. If the failure occurs in the 8th through the 10th year from the date of fabrication, 3M will furnish the necessary amount of Diamond Grade fluorescent

Table E - Minimum Coefficient of Retroreflection and Luminance Factors
(All measurements shall be made after cleaning according to 3M recommendations.)

Color	Minimum Coefficient of Retained Retroreflection (R_A) cd/lux/m ² at -4° Entrance Angle		Minimum Fluorescent Luminance Factor Y_F %	Minimum Total Luminance Factor Y_T %
	Observation Angle	R_A		
Yellow	0.2°	165	20	45
	1.0°	30		
Yellow Green	0.2°	225	20	60
	1.0°	45		

* Due to climatic conditions, the warranty for Alabama, Arizona, Florida, Georgia, Hawaii, Louisiana, Mississippi, New Mexico, South Carolina, and Texas will be seven years.

sheeting to restore the sign surface to its original effectiveness.

For those states with a 7 year warranty, if the failure occurs within the first 5 years from the date of fabrication, 3M will, at its expense, restore the sign surface to its original effectiveness. If the failure occurs in the 6th or 7th year from the date of fabrication, 3M will furnish the necessary amount of Diamond Grade fluorescent sheeting to restore the sign surface to its original effectiveness.

Conditions

Such failure must be solely the result of design or manufacturing defects in the Diamond Grade fluorescent reflective sheeting and not of outside causes such as: improper fabrication, handling, maintenance or installation; use of process colors, thinner, coatings, or overlay films and sheetings not made by 3M; use of application equipment not recommended by 3M; failure of sign substrate; exposure to chemicals, abrasion and other mechanical damage from fasteners used to mount the sign; snow burial; collisions, vandalism or malicious mischief.

3M reserves the right to determine the method of replacement.

Replacement sheeting will carry the unexpired warranty of the sheeting it replaces.

Claims made under this warranty will be honored only if the signs have been dated at the time of sheeting application, which constitutes the start of the warranty period.

Claims made under this warranty will be honored only if 3M is notified of a failure within a reasonable time, (reasonable information requested by 3M is provided, and 3M is permitted to verify the cause of failure.)

Limitation of Liability

3M's liability under this warranty is limited to replacement as stated herein, and 3M assumes no liability for any incidental or consequential damages, such as lost profits, business or revenues in any way related to the product regardless of the legal theory on which the claim is based. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.

Literature Reference

Instructions for Squeeze Roll Applicator	IF 1.3
Hand Application Instructions	IF 1.5
Instructions for Hand Squeeze Roll Applicator	IF 1.6
Sign Base Materials	IF 1.7
Color Application Instructions	IF 1.8
Cutting, Matching, Premasking, and Prespacing Instructions	IF 1.10
Storage Maintenance, and Removal Instructions	IF 1.11
Sign Fabrication Guidelines for Maximizing Legibility and for High Entrance Angle Signs	
Process Colors	PB 880
ASTM Test Methods are available from ASTM International, West Conshohocken, PA.	

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3M assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

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Diamond Grade™

DG³ Reflective Sheeting Series 4000

Product Bulletin 4000

January 2012

Description

3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4000 is a super-high efficiency, full cube retroreflective sheeting designed for the production of traffic control signs and delineators that are exposed vertically in service. DG³ sheeting is designed to have the highest retroreflective characteristics at medium and short road distances as determined by the R_A values at 0.5° and 1.0° observation angles in Table B. Performance at these observation angles represents the most common nighttime viewing geometries encountered by the driving public. During the daytime, Diamond Grade DG³ fluorescent reflective sheeting provides higher visibility than ordinary (non-fluorescent) colored sheetings.

Applied to properly prepared sign substrates Diamond Grade DG³ reflective sheeting provides long-term retroreflectivity and durability. Series 4000 sheeting is available in the following colors.

Color	Product Code
White.....	4090
Yellow.....	4091
Red.....	4092
Blue.....	4095
Green.....	4097
Brown.....	4099
Fluorescent Yellow - FY.....	4081
Fluorescent Yellow Green- FYG.....	4083
Fluorescent Orange - FO.....	4084

Color

Product Code

White - thermal transfer printable 4090TT
 Yellow - thermal transfer printable 4091TT
 Fluorescent Yellow - TT printable.....4081TT
 Fluorescent Yellow - Green - TT printable...4083TT

Photometrics

Daytime Color (x, y, Y)

The chromaticity coordinates and total luminance factor of the retroreflective sheeting conform to Table A.

Color Test – Fluorescent Sheetings

Conformance to standard chromaticity (x, y) and luminance factor (Y %) requirements shall be determined by instrumental method in accordance with ASTM E 991 on sheeting applied to smooth aluminum test panels cut from Alloy 6061-T6 or 5052-H38. The values shall be determined on a HunterLab ColorFlex 45/0 spectrophotometer. Computations shall be done for CIE Illuminant D65 and the 2° standard observer.²

Color Test – Ordinary Colored Sheeting

Conformance to standard chromaticity (x, y) and luminance factor (Y %) requirements shall be determined by instrumental method in accordance with ASTM E 1164 on sheeting applied to smooth aluminum test panels cut from Alloy 6061-T6 or 5052-H38. The values shall be determined on a HunterLab ColorFlex 45/0 spectrophotometer. Computations shall be done for CIE Illuminant D65 and the 2° standard observer.²

Table A - Daytime Color Specification Limits¹

Color	x y		x y		x y		x y		Daytime Luminance Limit (Y%)	
	x	y	x	y	x	y	x	y	Min.	Max.
White	0.303	0.300	0.368	0.366	0.340	0.393	0.274	0.329	27	
Yellow	0.498	0.412	0.557	0.442	0.479	0.520	0.438	0.472	15	45
Red	0.648	0.351	0.735	0.265	0.629	0.281	0.565	0.346	2.5	15
Blue	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216	1	10
Green	0.026	0.399	0.166	0.364	0.286	0.446	0.207	0.771	3	12
Brown	0.430	0.340	0.610	0.390	0.550	0.450	0.430	0.390	1	9
FY	0.479	0.520	0.446	0.483	0.512	0.421	0.557	0.442	40	
FYG	0.387	0.610	0.369	0.546	0.428	0.496	0.460	0.540	60	
FO	0.583	0.416	0.535	0.400	0.595	0.351	0.645	0.355	20	

¹The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Colorimetric System.

²The instrumentally determined color values of retroreflective sheeting can vary significantly depending on the make and model of colorimetric spectrophotometer as well as the color and retroreflective optics of the sheeting (David M. Burns and Timothy J. Donahue, Measurement Issues in the Color Specification of Fluorescent Retroreflective Materials for High Visibility Traffic Signing and Personal Safety Applications, Proceedings of SPIE: Fourth Oxford Conference on Spectroscopy, 4826, pp. 39-49, 2003). For the purposes of this document, the HunterLab ColorFlex 45/0 spectrophotometer shall be the referee instrument.

Coefficients of Retroreflection (R_A)

The values in Table B are minimum coefficients of retroreflection expressed in candelas per lux per square meter (cd/lux/m^2).

Test for Coefficients of Retroreflection

Conformance to coefficient of retroreflection requirements shall be determined by instrumental method in accordance with ASTM E-810 "Test Method for Coefficient of Retroreflection of Retroreflective Sheeting", and per E-810 the values of 0° and 90° rotation are averaged to determine the R_A in Table B.

Table B - Minimum Coefficient of Retroreflection R_A for new sheeting (cd/lux/m^2)

-4° Entrance Angle ³	Observation Angle ⁴		
	0.2°	0.5°	1.0°
White	580	420	120
Yellow	435	315	90
Red	87	63	18
Green	58	42	12
Blue	26	19	5
Brown	17	13	4
Fluorescent Yellow	350	250	72
Fluorescent Yellow Green	460	340	96
Fluorescent Orange	175	125	36
30° Entrance Angle ³	Observation Angle ⁴		
	0.2°	0.5°	1.0°
White	220	150	45
Yellow	165	110	34
Red	33	23	7
Green	22	15	5
Blue	10	7	2
Brown	7	5	1
Fluorescent Yellow	130	90	27
Fluorescent Yellow Green	180	120	36
Fluorescent Orange	66	45	14

³ Entrance Angle – The angle from the illumination axis to the retroreflector axis. The retroreflector axis is an axis perpendicular to the retroreflective surface.

⁴ Observation Angle – The angle between the illumination axis and the observation axis.

Printed Colors and Overlay Films

For screenprinted or thermally transfer printed transparent color areas on white sheeting when processed according to 3M recommendations, the coefficients of retroreflection shall not be less than 70% of the value for the corresponding color in Table B. For white sheeting covered with 3M™ ElectroCut™ Film Series 1170 when processed according to 3M recommendations, the coefficients of retroreflection shall not be less than 100% of the value for the corresponding color in Table B. The color chromaticity and luminance shall conform to Table A on page 1.

Entrance Angularity Performance in Regard to Orientation

Diamond Grade DG³ Reflective Sheeting is designed to be an effective wide angle reflective sheeting regardless of its orientation on the substrate or ultimate orientation of the sign after installation. However, because the efficiency of light return from cube corner reflectors is not equal at all application orientations, especially with increasing entrance angles, it is possible to get the widest entrance angle light return when the sheeting is oriented in a particular manner. When high entrance angle ($>50^\circ$) performance is required for given signs (e.g. Keep Right Symbols), it can be obtained easily by specifying the application orientation of the completed signs. In these situations the completed sign should have the sheeting positioned at the 0° orientation (downweb direction perpendicular to the road).

When the "primary groove line" (or, flat side of the diamond shape) is vertical in the completed sign, sheeting is said to be at a 0° orientation. When the "primary groove line" (or, flat side of the diamond shape) is horizontal in the completed sign, the sheeting is said to be at a 90° orientation. (Figure 1)

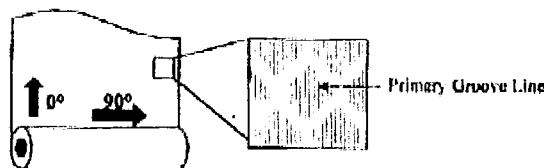


Figure 1

Unless the sign location and/or position calls for extra-wide entrance angularity performance, signs and applied copy (letters, arrows, borders and shields) can be fabricated and installed using the application orientation that most efficiently utilizes the reflective sheeting.

Note: For multi-panel signs it is recommended that all background panels be sheeted such that the sheeting direction is the same for all panels.

Fabrication Lines

The manufacture of prismatic sheeting results in lines being present in the product. In Diamond Grade DG³ sheeting these lines are slightly thicker than the seal pattern legs. Fabrication lines are noticeable in shop light but are not observable on the road either in daylight or at night under typical use conditions (Figure 2).

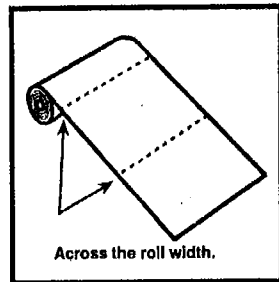


Figure 2 - Fabrication Lines

Adhesive

Diamond Grade DG³ sheeting has a pressure-sensitive adhesive that is recommended for application at temperatures of 65°F (18°C) or higher.

Adhesive and Film Properties

Standard Test Panels

Unless otherwise specified herein, sheeting shall be applied to test panels and conditioned in accordance with ASTM D4956 and test methods and conditions shall conform to ASTM D4956.

Properties

The following properties shall conform to the requirements in ASTM D4956.

1. Adhesion
2. Outdoor weathering
 - retained coefficient of retroreflection
 - colorfastness
3. Shrinkage
4. Flexibility
5. Liner removal
6. Impact resistance
7. Night time color

In addition, DG³ sheeting will conform to the following properties.

1. Gloss

Test Method – Test in accordance with ASTM D523 using a 60° glossmeter.

Requirement – Rating not less than 50.

2. Optical Stability

Test Method – Apply a 3-inch x 6-inch sample to a test panel. Measure R_A , then place it in an oven at $71^\circ\text{C} \pm 3^\circ\text{C}$ ($160^\circ\text{F} \pm 5^\circ\text{F}$) for 24 hours followed by conditioning at standard conditions for two hours.

Remeasure R_A .

Requirement – The sheeting shall retain a minimum of 85% and a maximum of 115% of the original coefficient of retroreflection.

Sign Fabrication Methods

Application

Diamond Grade DG³ sheeting incorporates a pressure sensitive adhesive and should be applied to the sign substrate at temperature of 65°F/18°C or higher by any of the following methods:

Mechanical squeeze roll applicator – refer to 3M Information Folder (IF) 1.4. Application to extrusions that are edge wrapped requires sufficient softening of the sheeting. This can be accomplished by directing additional heat to the “next to last” edge roller. This practice will increase productivity and minimize cracking.

Hand squeeze roll applicator – refer to 3M IF 1.6.

Application of Diamond Grade DG³ sheeting for complete signs or backgrounds must be done with a roll laminator, either mechanical or hand driven.

Hand Application

Hand application is recommended for legend and copy only. Refer to 3M Information Folder 1.5 for more details.

Hand applications will show some visual irregularities, which are objectionable to aesthetically critical customers. These are more noticeable on darker colors. To obtain a close-up uniform appearance, a roll laminator must be used.

All direct applied copy and border MUST be cut at all metal joints and squeegeed at the joints.

Splices

Series 4000 sheeting must be butt spliced when more than one piece of sheeting is used on one piece of substrate. The sheeting pieces should not touch each other. This is to prevent buckling as the sheeting expands in extreme temperature and humidity exposure.

Double Faced Signs

The sheeting on the bottom side of a double faced sign can be damaged if rolled through a squeeze roll applicator with an unprotected steel bottom roller. The use of a semi-soft flat sheet between the steel roller and the applied sign face will provide protection from damage. A material such as a rubber mat, tag board or cardboard is recommended.

Substrates

For traffic sign use, substrates found to be most reliable and durable are properly prepared aluminum sheets and extrusions. **Users are urged to carefully evaluate all other substrates for adhesion and sign durability.** Other substrates that may be satisfactory for proper application of sheeting will have the following characteristics:

- Clean
- Smooth
- Flat
- Rigid
- Dimensionally stable
- Weather resistant
- Non-porous
- High surface energy (passes water break test)

Refer to Information Folder 1.7 for surface preparation recommendations. Substrates with low surface energy may require additional preparation such as flame treatment, mechanical abrasion or use of adhesion promoters prior to sheeting application. Guide sign extrusions may be edge wrapped. Flat panels or unwrapped extrusions are to be carefully trimmed so that sheeting from adjacent panels does not touch on assembled signs.

Diamond Grade DG³ sheeting is designed primarily for applications to flat substrates. Any use that requires a radius of curvature of less than five inches should also be supported by rivets or bolts. Plastic substrates are not recommended where cold shock performance is required. **Sign failures caused by the substrate or improper surface preparation are not the responsibility of 3M.**

Imaging

Diamond Grade DG³ sheeting may be processed into traffic signs by any of the imaging methods described below. 3M assumes no responsibility for failure of sign face legends or backgrounds that have been processed with non-3M process colors or matched component imaging materials other than those listed below.

Screen Processing

Diamond Grade DG³ sheeting may be screen processed into traffic signs before or after mounting on a sign substrate, using 3M Process Colors Series 880I or Series 880N. Series 880I or 880N process colors can be screened at 60-100°F (16-38°C) at relative humidity of 20-50%. A PE 157 screen mesh with a fill pass is recommended. Refer to Information Folder 1.8 for details. No clear coating is required or recommended. Use of other process colors series is not recommended.

Care should be taken to avoid flexing DG³ sheeting before and especially after screening to eliminate the possibility of cracking from improper handling techniques.

Thermal Transfer Printing

Diamond Grade DG³ TT sheeting may be imaged with 3M™ Thermal Transfer Ribbon Series TTR2300 in conjunction with the Matan SprinG3 or Matan Spot4 thermal transfer printers. For regulated traffic signs, Series TTR2300 Spot Traffic Colors are to be applied using these printers and must be covered with 3M™ ElectroCut™ Film 1170. Refer to Product Bulletin TTR2300 for more information.

3M™ ElectroCut™ Film

3M™ ElectroCut™ Film Series 1170 may be used to provide transparent colored background copy for traffic control signs on Diamond Grade DG³ sheeting. Refer to Product Bulletin 1170 for fabrication procedures.

Applied Cut-Out Copy

Diamond Grade DG³ cut letters may be applied to a DG³ sheeting background to create a sign legend. Such cut-out copy may be directly applied to the background sheeting, or may be applied in a demountable form. Direct applied copy must be cut at all panel seams and carefully trimmed back so that sheeting from adjacent panels does not touch on assembled signs. Refer to Information Folder 1.10 for more information.

Note: It is recommended to fabricate all but the largest signs using 1170 electronic cuttable overlay film instead of direct applied copy.

Cutting

Diamond Grade DG³ sheeting may be cut into letters and shapes of at least three inches in height and stroke widths of at least one half inch. Smaller sizes are not recommended. Sealing cut edges of DG³ sheeting is not required.

Plotter Cutting

Programmable knife cut (electronic cutting)

1. Flat bed plotters can either die cut or kiss cut and offer the most consistent and reliable performance.
2. Friction Fed plotter. Kiss cut only. Success has been achieved using plotters that have 600 grams of down force and a 60° cutting blade. Additional drive wheels may need to be added to improve tracking. An alternative procedure is to cut sheeting from the liner side. Blade force and knife depth must be set to score but not cut through the topfilm. Break apart individual copy or apply premask to retain spacing.

Other Cutting Methods

Diamond Grade DG³ sheeting may be hand cut or die cut one sheet at a time, and band sawed or guillotined in stacks. Cutting equipment such as guillotines and metal shears, which have pressure plates on the sheeting when cutting, may damage the optics. Padding the pressure plate and easing it down onto the sheets being cut will significantly reduce damage. Maximum stack height for cutting Series 4000 sheeting is 1½ inch or 50 sheets. Details on cutting can be found in Information Folder 1.10.

Storage and Packaging

3M Diamond Grade DG³ Sheeting should be stored in a cool, dry area, preferably at 65-75°F (18-24°C) and 30-50% relative humidity and should be applied within one year of purchase. Rolls should be stored horizontally in the shipping carton. Partially used rolls should be returned to the shipping carton or suspended horizontally from a rod or pipe through the core. Unprocessed sheets should be stored flat. Finished signs and applied blanks should be stored on edge.

Screen processed signs must be protected with SCW 568 slipsheet paper. Place the glossy side of the slipsheet against the sign face and pad the face with closed cell packaging foam. Double faced signs must have the glossy side of the slipsheet against each face of the sign.

Unmounted screened faces must be stored flat and interleaved with SCW 568 slipsheet, glossy side against the sign face.

Avoid banding, crating, or stacking signs. Package for shipment in accordance with commercially accepted standards to prevent movement and chafing. Store sign packages indoors on edges.

Panels or finished signs must remain dry during shipment and storage. If packaged signs become wet, unpack immediately and allow signs to dry. Refer to Information Folder 1.11 for instructions on packing for storage and shipment.

Installation

Nylon washers are required when twist style fasteners are used to mount the sign.

Cleaning

Signs that require cleaning should be flushed with water, then washed with a detergent solution and soft bristle brush or sponge. Avoid pressure that may damage the sign face. Flush with water following washing. Do not use solvents to clean signs. Refer to 3M Information Folder 1.10.

Health and Safety Information

Read all health hazard, precautionary and first aid statements found in the Material Safety Data Sheet and/or product label of any materials prior to handling or use.

General Performance Considerations

The durability of Diamond Grade DG³ sheeting and finished signs using 3M Matched Component materials will depend upon substrate selection and preparation, compliance with recommended application procedures, geographic area, exposure conditions, and maintenance. Maximum durability of Diamond Grade DG³ sheeting can be expected in applications subject to vertical exposure on stationary objects when processed and applied to properly prepared aluminum according to 3M recommendations provided in Information Folder 1.7. The user must determine the suitability of any nonmetallic sign backing for its intended use. **Sign failures caused by the substrate or improper surface preparation are not the responsibility of 3M.** Applications to unprimed, excessively rough or non-weather resistant surfaces or exposure to severe or unusual conditions can shorten the performance of such applications. Signs in mountainous areas that are covered by snow for prolonged periods may also have reduced durability. 3M process colors and ElectroCut™ Film, when used according to 3M recommendations, are generally expected to provide performance comparable to colored reflective sheeting. Custom colors, certain lighter colors, heavily toned colors or blends containing yellow or gold may have reduced durability. Atmospheric conditions in certain geographic areas may result in reduced durability.

Periodic sign inspection and regular sign replacement are strongly recommended in order for sign owners to establish their own effective service life expectation, beyond the warranty period.

3M Basic Product Warranty and Limited Remedy

3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4000 ("Product") is warranted to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this Product Bulletin. If DG³ Sheeting is proven not to have met the Basic Warranty on its shipment date, then a buyer's exclusive remedy, and 3M's sole obligation, at 3M's option, will be refund or replacement of the sheeting.

Screen processed signs must be protected with SCW 568 slipsheet paper. Place the glossy side of the slipsheeting against the sign face and pad the face with closed cell packaging foam. Double faced signs must have the glossy side of the slip-sheet against each face of the sign.

Unmounted screened faces must be stored flat and interleaved with SCW 568 slipsheet, glossy side against the sign face. Packages of finished sign faces must include sufficient nylon washers for mounting.

Avoid banding, crating, or stacking signs. Package for shipment in accordance with commercially accepted standards to prevent movement and chafing. Store sign packages indoors on edges.

Panels or finished signs must remain dry during shipment and storage. If packaged signs become wet, unpack immediately and allow signs to dry. See Information Folder 1.11 for instructions on packing for storage and shipment.

Installation

Nylon washers are recommended between the heads of all twist fasteners (such as screw heads, bolts, or nuts) and the sheeting to protect the sheeting from the twisting action of the bolt heads.

Warranty

3M warrants that Diamond Grade™ Fluorescent VIP Reflective Sheeting Series 3980, sold by 3M after June 1, 2000, to be used as components for traffic control and guidance signs in the United States and Canada will remain effective for its

intended use for ten years* (see footnote for warranty exceptions), subject to the following provisions.

If a Diamond Grade fluorescent sign surface is processed and applied to sign blank materials in accordance with all 3M application and fabrication procedures found in 3M's product bulletins, information folders and technical memos (which will be furnished to the agency upon request), including the exclusive use of 3M matched component systems, process colors, clear coatings, electronic cuttable films, 1160 protective overlay films, and recommended application equipment; and if the sign deteriorates due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by a driver with normal vision; or (2) the coefficient of retroreflection, after cleaning, is less than the minimums specified in Table E; or (3) the total luminance factor and the fluorescence luminance factor, after cleaning, are less than the minimums specified in Table E; or (4) the daytime chromaticity, after cleaning, falls outside the limits specified in Table A; or (5) the nighttime chromaticity, after cleaning, falls outside the limits specified in Table D; 3M's sole responsibility and purchaser's and user's exclusive remedy will be:

For those states with a 10 year warranty, if the failure occurs within the first 7 years from the date of fabrication, 3M will, at its expense, restore the sign surface to its original effectiveness. If the failure occurs in the 8th through the 10th year from the date of fabrication, 3M will furnish the necessary amount of Diamond Grade fluorescent

Table E - Minimum Coefficient of Retroreflection and Luminance Factors
(All measurements shall be made after cleaning according to 3M recommendations.)

Color	Minimum Coefficient of Retained Retroreflection (R_A) cd/lux/m ² at -4° Entrance Angle		Minimum Fluorescent Luminance Factor Y_F %	Minimum Total Luminance Factor Y_T %
	Observation Angle	R_A		
Yellow	0.2°	165	20	45
	1.0°	30		
Yellow Green	0.2°	225	20	60
	1.0°	45		

* Due to climatic conditions, the warranty for Alabama, Arizona, Florida, Georgia, Hawaii, Louisiana, Mississippi, New Mexico, South Carolina, and Texas will be seven years.

sheeting to restore the sign surface to its original effectiveness.

For those states with a 7 year warranty, if the failure occurs within the first 5 years from the date of fabrication, 3M will, at its expense, restore the sign surface to its original effectiveness. If the failure occurs in the 6th or 7th year from the date of fabrication, 3M will furnish the necessary amount of Diamond Grade fluorescent sheeting to restore the sign surface to its original effectiveness.

Conditions

Such failure must be solely the result of design or manufacturing defects in the Diamond Grade fluorescent reflective sheeting and not of outside causes such as: improper fabrication, handling, maintenance or installation; use of process colors, thinner, coatings, or overlay films and sheetings not made by 3M; use of application equipment not recommended by 3M; failure of sign substrate; exposure to chemicals, abrasion and other mechanical damage from fasteners used to mount the sign; snow burial; collisions, vandalism or malicious mischief.

3M reserves the right to determine the method of replacement.

Replacement sheeting will carry the unexpired warranty of the sheeting it replaces.

Claims made under this warranty will be honored only if the signs have been dated at the time of sheeting application, which constitutes the start of the warranty period.

Claims made under this warranty will be honored only if 3M is notified of a failure within a reasonable time, (reasonable information requested by 3M is provided, and 3M is permitted to verify the cause of failure.)

Limitation of Liability

3M's liability under this warranty is limited to replacement as stated herein, and 3M assumes no liability for any incidental or consequential damages, such as lost profits, business or revenues in any way related to the product regardless of the legal theory on which the claim is based. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.

Literature Reference

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Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith.

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City of Fort Worth, Texas

Mayor and Council Communication

COUNCIL ACTION: Approved on 6/28/2016

DATE: Tuesday, June 28, 2016 **REFERENCE NO.:** **P-11894

LOG NAME: 13P16-0198 SIGN SHEETING MJR TPW

SUBJECT:

Authorize Purchase Agreement with 3M Company for a Total Amount Up to \$100,000.00 for the First Year for Sign Sheeting Material for the Transportation and Public Works Department (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council authorize a Purchase Agreement with 3M Company for a total amount up to \$100,000.00 for the first year for sign sheeting material for the Transportation and Public Works Department.

DISCUSSION:

The Transportation and Public Works (TPW) Department will use this Agreement to purchase sign sheeting and related materials that will be used to fabricate street name and traffic control signs for various locations throughout the City.

The Invitation to Bid (ITB) consisted of detailed specifications describing sign sheeting material characteristic requirements including retroreflective element, adhesive liner, and colors. The TPW Department certifies that the bid received from 3M Company meets the specifications required for the items that are being awarded. No guarantees were made that a specific amount of sign sheeting material would be purchased. Sign sheeting material will be ordered on an as needed basis.

BID ADVERTISEMENT – This bid was advertised in the Fort Worth Star-Telegram on April 20, 2016, April 27, 2016, and May 4, 2016. Fifteen vendors were solicited through the purchasing database system; two bids were received.

BID TABULATION –

<i>Bidder</i>	<i>Total</i>
3M Company	\$50,940.00
Osburn Associates, Inc.	\$63,798.00

PRICE ANALYSIS – There is an overall decrease of 29 percent in pricing compared to the previous Agreement awarded May 15, 2012 (M&C P-11382). TPW Department staff reviewed the proposed pricing and certified that the prices offered are fair and reasonable based on the bid received.

ADMINISTRATIVE CHANGE ORDER – An administrative change order or increase may be made by the City Manager in the amount up to \$25,000.00 and does not require specific City Council approval as long as sufficient funds have been appropriated.

M/WBE OFFICE – A waiver of the goal for MBE/SBE subcontracting requirements was requested by the Purchasing Division and approved by the M/WBE Office, in accordance with the BDE Ordinance, because the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible.

AGREEMENT TERMS – Upon City Council approval, this Agreement shall begin on June 29, 2016 and end on June 28, 2017.

RENEWAL OPTIONS – This Agreement may be renewed for up to four successive one-year terms at the City's option. This action does not require specific City Council approval provided that the City Council has appropriated sufficient funds to satisfy the City's obligations during the renewal term.

FISCAL INFORMATION / CERTIFICATION:

The approval of this action provides purchasing authority up to \$100,000.00, as specified. The Director of Finance certifies that funds are available in the current operating budget, as appropriated, of the Transportation and Public Works General Fund and that prior to an expenditure being made, the Transportation and Public Works Department has the responsibility to validate the availability of funds.

BQN\\

FUND IDENTIFIERS (FIDs):

TO

Fund	Department	ID	Account	Project	ID	Program	Activity	Budget	Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department	ID	Account	Project	ID	Program	Activity	Budget	Year	Reference # (Chartfield 2)	Amount
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CERTIFICATIONS:

Submitted for City Manager's Office by:

Jay Chapa (5804)

Originating Department Head:

Aaron Bovos (8517)

Additional Information Contact:

Jack Dale (8357)

Jane Rogers (8385)

ATTACHMENTS

1. [16-0198 3M 1295 Form.pdf](#) (Public)
2. [16-0198 MWBE Waiver.pdf](#) (CFW Internal)
3. [16-0198 Requisition TRANP-16-00341451.pdf](#) (CFW Internal)
4. [3M Company EPLS.pdf](#) (CFW Internal)

Attachment 4 City of Fort Worth Bid Tab 16-0198

BID TABULATION FOR SIGN SHEETING MATERIAL									
		BID NO. 16-0198						BID OPENING DATE: MAY 5, 2016	
	Buyer: Jane Rogers								
	NAME OF BIDDER & LOCATION			3M Company St. Paul, MN 55144			Osburn Associates, Inc. Logan, OH 43138		
				Brand: 3M Company			Brand: Avery Dennison and 3M		
Item #		Quantity	Unit	Unit Price	Part #	Total	Unit Price	Part #	Total
1	NON-PERFORATED ACRYLIC OVERLAY FILM WITH SYNTHETIC BACKING & PRESSURE SESITIVE ADHESIVE - PRODUCT BRAND 3M PRODUCT NUBER SERIES1100NP OR EQUAL	10,000	SQ. FT.	\$ 0.67	3M No. 1170NP Series	\$ 6,700.00	\$ 0.79	Avery OL-2000 Series	\$ 7,900.00
2	NON-PERFORATED, NON-REFLECTIVE VINYL FILM WITH SYNTHETIC BACKING & ADHESIVE - PRODUCT BRAND 3M PRODUCT NUMBER SERIES 7725 OR EQUAL	5,000	SQ. FT.	\$ 0.48	3M No. 7725 Series	\$ 2,400.00	\$ 0.88	3M No. 7725 Series	\$ 4,400.00
5	NONPERFORATED SUPER HIGH-INTENSITY RETROREFLECTIVE SIGN SHEETING WITH PRESSURE-SENSITVE ADHESIVE BACKING - PRODUCT BRAND 3M PRODUCT NUMBER SERIES 3980 OR EQUAL	10,000	SQ. FT.	\$ 1.35	3M No. 3980 Series	\$ 13,500.00	\$ 1.80	Avery T-9500 Series	\$ 18,010.00
6	NON-PERFORATED TYPE IV HIGH INTENSITY PRISMATIC RETROREFLECTIVE SHEETING WITH ADHESIVE BACKING - PRODUCT BRAND 3M PRODUCT NUMBER 3930 OR EQUAL	8,000	SQ. FT.	\$ 0.78	3M No. 3930 Series	\$ 6,240.00	\$ 0.85	Avery T-6500 Series	\$ 6,808.00
7	PRESSURE SENSITIVE ADHESIVE - PEODUCT BRAND 3M PRODUCT NUMBER SERIES 4090 OR EQUAL	10,000	SQ. FT.	\$ 1.91	3M No. 4000 Series	\$ 19,100.00	\$ 2.40	Avery T-11000 Series	\$ 24,010.00
8	MISCELLANEOUS SIGN SHEETING MATERIALS @ MANUFACTURER LIST PRICE LESS _____% DISCOUNT. The amount listed is the estimated annual cost. The total amount to be listed on this line for example: \$3,000 - 10% discount (\$300) = \$2,700.	3,000	EA	0%		\$ 3,000.00	11%		\$ 2,670.00
	Annual Estimated Total:					\$ 50,940.00			\$ 63,798.00
	Percentage difference from the low bid to the higher bids:								\$ 0.25
						Did not submit Consideration of Location of Bidder's Principal Place of Business			Did not submit Consideration of Location of Bidder's Principal Place of Business
All tabulations shown here are for informational purposes only and are subject to evaluation. Entries may contain transcription errors and do not reflect an actual award by the City until contract information is posted.									



TOWN COUNCIL AGENDA ITEM NO. 8

CONSENT ITEM

DATE: March 20, 2017

FROM: Kenneth Parr, Director of Public Works

ITEM: Consider approval of Amendment No. 4 to the Fiscal Year 2016-2017 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2016-2017 Capital Improvement Program (CIP) Amendment No. 3 was approved by Town Council on January 17, 2017. Amendment No. 4 is proposed to increase funding to the General Fund and decrease the funding to the Utility Fund budgets. The proposed CIP Amendment No. 4 for FY 2016-2017 would increase the currently adopted General Fund budgeted expenditures from \$33,239,049, to \$42,116,785 and decrease the Utility Fund budgeted expenditures from \$14,650,000 to \$12,417,000.

FISCAL IMPACT:

Proposed CIP:

FY 2016-2017:	General Capital Projects	\$42,116,785
	Utility Capital Projects	\$12,417,000

Five-Year CIP Plan:	General Capital Projects	\$202,376,348
	Utility Capital Projects	\$155,842,190

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2016-2017 CIP Amendment No. 4 Changes.

Finance Review by: Debra Wallace, Deputy Town Manager/CFO *DW*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 4 Changes
3. CIP Amendment 4

DRAFT MOTION: Move to approve Amendment No. 4 to the Fiscal Year 2016-2017 Capital Improvement Program.

Project Modification Listing
CIP Amendment 4

Parks (General Funds))

- Twin Coves Improvements - Add Twin Coves Flood Insurance funds of \$77,736.31 to the project for the restorations due to the flooding

Facilities (General Funds)

- Town Hall – Increase funding by \$3,800,000 of Debt to cover costs of enlarging the footprint, allowing for all existing factions, with growth areas, and pull forward \$5,000,000 of next FY's debt, to award the construction this fiscal year

Water (Utility Funds)

- Utility Asset Management & Utility Replacement – decrease this debt by \$300,000, as these funds will not be expended this Fiscal Year
- Yucca Drive Utilities (Sagebrush to 700 ft. South of FM 1171) – add new project due to the discovery during Yucca Drive Reconstruction design, that the existing storm drain is inadequate, requiring upsizing and relocation, \$650,000 of Utility Debt

Stormwater (Utility Funds)

- Bakers Branch Stabilization at 1804 Doubletree – increase budget due to updated estimate, by \$17,000 of Stormwater funds

Wastewater (Utility Funds)

- Bakers Branch Collector Phase II (Lexington to Gerault) – decrease debt by \$1,500,000, as these funds will not be expended this Fiscal Year
- Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive) – defer a portion of the debt sale till next Fiscal Year, as during the design, it became apparent that the relationship between Phase III and IV, are such that it looks like it would be advantageous to let both phases as one contract, but retaining debt funds for estimated Right-of-Way.
- Woodbine Street Sewer Line – additional funds needed due to discoveries during design, additional costs associated with the sewer line replacement, enlarging inlets, and relocating meters, \$300,000 of Utility Debt

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026						2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ -	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,000,000	0,2,5	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ -	\$ -	\$ -	\$ -
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	-	2,463,000	-	2,463,000	1,063,000	0,2,5	-	-	1,400,000	-	-	-	1,400,000	-
ADA Transition Plan and Implementation **	363,000	170,000	465,000	150,000	150,000	150,000	-	1,448,000	3,000	2,5	360,000	-	1,085,000	170,000	465,000	150,000	150,000	150,000
Churchill Drive (FM 2499 to Yucca) **	525,000	-	400,000	-	-	-	-	925,000	925,000	0,2,7	-	-	-	-	-	-	-	-
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	-	240,000	-	-	-	-	240,000
Denton Creek Boulevard Bridge (Graham Branch crossing)	80,000	-	-	6,920,000	-	-	-	7,000,000	7,000,000	0,1,5	-	-	-	-	-	-	-	-
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	-	500,000	-	-	-	-	-	500,000	500,000	0	-	-	-	-	-	-	-	-
FM 1171	413,665	-	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-	-	-	-	-	-
FM 1171 at FM 2499 Eastbound Right Turn Lane **	100,000	785,000	-	-	-	-	-	885,000	785,000	7	100,000	-	-	-	-	-	-	-
FM 1171 at FM 2499 Westbound Right Turn Lane **	-	998,000	-	-	-	-	-	998,000	998,000	7	-	-	-	-	-	-	-	-
FM 2499 at Lakeside North Right Turn Lane **	-	-	300,000	-	-	-	-	300,000	-	2,5	-	-	300,000	-	300,000	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1,2	1,200,000	-	-	-	-	-	-	-
FM 407 (TxDot)	177,889	-	-	-	-	-	-	177,889	177,889	1,2	-	-	-	-	-	-	-	-
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	400,000	-	-	400,000	200,000	0,2	-	-	200,000	-	-	200,000	-	-
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	120,000	-	-	120,000	120,000	0	-	-	-	-	-	-	-	-
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	-	-	8,718,000	8,718,000	6,036,000	0,1,2,3,5	-	-	2,682,000	-	-	-	-	2,682,000
Lake Forest Boulevard Bridge	-	200,000	1,800,000	-	-	-	-	2,000,000	600,000	0,2	-	-	1,400,000	-	1,400,000	-	-	-
Lakeside Dual Left turn Lane at Gerault **	-	-	-	140,250	-	-	-	140,250	100,250	0,2,5	-	-	40,000	-	-	40,000	-	-
Lakeside Eastbound Right Turn Lane at Home Depot **	-	250,000	-	-	-	-	-	250,000	-	2,5	-	-	250,000	250,000	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-	-	6,500,000	-	-	-	-	6,500,000
McKamy Creek Turn Lane at Flower Mound Rd **	350,000	-	-	-	-	-	-	350,000	-	0,2	350,000	-	-	-	-	-	-	-
Morriss/Gerault Improvement Phase II (FM 407 - 3040)	399,844	-	-	-	4,851,480	-	-	5,251,324	5,251,324	0,5	-	-	-	-	-	-	-	-
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-	-	-	-	-	-	-	-
Roadway Amenities	95,000	90,000	90,000	90,000	90,000	90,000	-	545,000	80,000	2	15,000	-	450,000	90,000	90,000	90,000	90,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	21,674	-	-	-	-	-	3,691,674	541,674	0,2,3	3,150,000	-	-	-	-	-	-	-
Sidewalk Links **	661,000	-	-	-	-	-	-	661,000	661,000	2,4	-	-	-	-	-	-	-	-
Skillern Road (Flower Mound Rd to Riverhill) **	-	-	880,000	-	-	-	-	880,000	-	2	-	-	880,000	-	880,000	-	-	-
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000	-	-	-	-	-	-	-
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	850,000	200,000	-	-	-	-	-	1,050,000	150,000	2,5	700,000	-	200,000	200,000	-	-	-	-
Timber Creek Road (Kirkpatrick to Glen Hollow) **	780,000	-	-	-	-	-	-	780,000	780,000	0,2	-	-	-	-	-	-	-	-
Waketon Road **	600,000	5,270,000	-	-	-	-	-	5,870,000	5,270,000	2,3,5,7	-	-	600,000	600,000	-	-	-	-

SUBTOTAL	\$ 17,650,398	\$ 10,134,674	\$ 3,935,000	\$ 7,300,250	\$ 5,611,480	\$ 2,703,000	\$ 21,383,337	\$ 68,718,139	\$ 45,584,875		\$ 6,256,264	\$ -	\$ 16,877,000	\$ 1,960,000	\$ 3,135,000	\$ 280,000	\$ 440,000	\$ 1,640,000	\$ 9,422,000
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*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0,2,4	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	340,000	-	-	-	-	-	-	340,000	120,000	2,4	220,000		-		-		-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	290,000	-	-	-	-	-	-	290,000	70,000	2	220,000		-		-		-	-	-	-	-	-
FM 2499 at College Parkway	230,000	-	-	-	-	-	-	230,000	230,000	0,2,7	-		-		-		-	-	-	-	-	-
FM 2499 at Silveron	-	240,000	-	-	-	-	-	240,000	240,000	0,2	-		-		-		-	-	-	-	-	-
FM 407 at Browning	25,000	-	-	-	-	-	-	25,000	25,000	2,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4,5	-		-		-		-	-	-	-	-	-
Morriss at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-		-		-		-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Traffic Detection Rehabilitation	250,000	125,000	125,000	125,000	125,000	125,000	-	875,000	-	2	250,000		-		625,000		125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-		-		500,000		-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	-	25,000	225,000	-	-	-	-	250,000	250,000	0,2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 1,135,000	\$ 390,000	\$ 350,000	\$ 340,000	\$ 125,000	\$ 125,000	\$ 2,005,000	\$ 4,470,000	\$ 2,655,000		\$ 690,000		\$ -		\$ 1,125,000		\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 75,000	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) **	750,000	-	-	-	-	-	-	750,000	750,000	8	-		-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	3,400,000	-	-	-	-	-	-	3,400,000	3,400,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Upton Vista) **	-	-	-	-	3,000,000	-	-	3,000,000	3,000,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Upton Vista to Lake Shore) **	-	-	-	-	-	2,000,000	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	600,000	-	-	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	1,162,000	-	-	-	-	-	1,400,000	1,400,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	-	2,800,000	2,800,000	2,800,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearth to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	525,000	-	-	-	-	-	625,000	625,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	1,400,000	2,200,000	-	-	-	3,600,000	3,600,000	8	-		-		-		-	-	-	-	-	-
West Windsor and Mulberry Connection **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-		-		-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	765,000	585,000	-	-	-	-	-	1,350,000	1,350,000	8	-		-		-		-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	95,000	1,205,000	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 6,948,000	\$ 3,752,000	\$ 2,000,000	\$ 2,600,000	\$ 3,000,000	\$ 2,000,000	\$ 7,306,000	\$ 27,606,000	\$ 27,606,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Cultural Arts Center **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	7	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire and Police Training Center	-	-	-	-	-	-	2,235,000	2,235,000	-	2	-		-		2,235,000		-	-	-	-	-	2,235,000
Fire Station No. 1 Facility Upgrades **	-	1,223,375	-	-	-	-	-	1,223,375	243,375	2.4	-		-		980,000		980,000	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-		-		6,800,000		-	-	300,000	6,500,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	-	-	300,000	5,050,000	-	-	-	5,350,000	-	2	-		-		5,350,000		-	300,000	5,050,000	-	-	-
Land (Old Settlers/Peters Colony and Log Cabin)	-	1,130,000	-	-	-	-	-	1,130,000	30,000	1.2	-		-		1,100,000		1,100,000	-	-	-	-	-
Library Expansion**	-	-	10,900,000	-	-	-	-	10,900,000	10,900,000	2.7	-		-		-		-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1.2	-		-		-		-	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	2,771,000	-	-	-	-	-	3,331,000	1,571,000	2.4	-		-		1,760,000		1,760,000	-	-	-	-	-
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2.7.3	-		-		-		-	-	-	-	-	-
Town Hall **	-	10,000,000	5,000,000	-	-	-	-	15,000,000		2.7	-		-		15,000,000		10,000,000	5,000,000	-	-	-	-
Town Hall **	-	18,800,000	-	-	-	-	-	18,800,000		2.7	-		-		18,800,000		18,800,000		-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000		-	-	-	-	-	600,000	600,000	2.4	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 7,248,000	\$ 15,124,375	\$ 16,200,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 62,657,375	\$ 29,432,375		\$ -		\$ -		\$ 33,225,000		\$ 13,840,000	\$ 5,300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000
SUBTOTAL	\$ 7,248,000	\$ 23,924,375	\$ 11,200,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 66,457,375	\$ 29,432,375		\$ -		\$ -		\$ 37,025,000		\$ 22,640,000	\$ 300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000

*General Obligation Bonds

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
2015-16 Playground Replacements (Staton Oak, & Timber Creek parks) **	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
2016-17 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **	-	1,200,000	-	-	-	-	-	1,200,000	1,200,000	8	-	-	-	-	-	-	-	-	-			
2018-19 Playground Replacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault parks)	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-			
2019-20 Playground Replacements (Grand, Peacock, & Chinn Chapel parks) **	-	-	-	-	600,000	-	-	600,000	600,000	8	-	-	-	-	-	-	-	-	-			
2020-21 Playground Replacements (Cortadera, Wilkerson, & Possum parks) **	-	-	-	-	-	600,000	-	600,000	600,000	8	-	-	-	-	-	-	-	-	-			
2023-24 Playground Replacements (Northshore, Jakes Hilltop, & Rustic Timbers parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-	-	-	-	-	-	-	-	-			
2024-25 Playground Replacements (Thrush East, & Westchester parks) **	-	-	-	-	-	-	400,000	400,000	400,000	8	-	-	-	-	-	-	-	-	-			
Bluebonnet Trail Connections **	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-	-	-			
Bakersfield Park Restroom	-	-	-	400,000	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-	-	-			
Coumunity Activity Center Improvements	-	257,000	-	-	-	-	-	257,000	-	2	-	-	257,000	257,000	-	-	-	-	-			
Cortadera Park Pond	145,000	-	-	-	-	-	-	145,000	145,000	8	-	-	-	-	-	-	-	-	-			
Equestrian Trail Head	-	-	-	-	-	-	400,000	400,000	400,000	8	-	-	-	-	-	-	-	-	-			
Equestrian Trails	-	-	-	-	-	-	500,000	500,000	500,000	8	-	-	-	-	-	-	-	-	-			
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-	-	-	-	-	-	-	-	-			
Heritage Park of Flower Mound Phase II	2,590,000	-	-	-	-	-	-	2,590,000	2,590,000	8,6	-	-	-	-	-	-	-	-	-			
Heritage Park of Flower Mound Phase III	200,000	1,981,000	-	-	-	-	-	2,181,000	2,181,000	8	-	-	-	-	-	-	-	-	-			
Heritage Park of Flower Mound Phase IV	-	200,000	2,200,000	-	-	-	-	2,400,000	2,400,000	8	-	-	-	-	-	-	-	-	-			
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-	-			
Individual Park Improvements	1,110,000	50,000	-	-	-	-	-	1,160,000	1,160,000	8	-	-	-	-	-	-	-	-	-			
Log Cabin Property Purchase	454,098	-	-	-	-	-	-	454,098	454,098	2	-	-	-	-	-	-	-	-	-			
Park and Trail Amenities	410,000	50,000	50,000	50,000	50,000	50,000	-	660,000	660,000	2,6,8	-	-	-	-	-	-	-	-	-			
Park and Trails Master Plan	200,000	-	-	-	-	-	-	200,000	200,000	2,6	-	-	-	-	-	-	-	-	-			
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2,6	-	-	-	-	-	-	-	-	-			
Pink Evening Primrose Trail Connections	-	-	-	600,000	-	-	-	600,000	600,000	2,6	-	-	-	-	-	-	-	-	-			
Purple Coneflower Trail Connections	-	-	-	-	-	-	150,000	150,000	150,000	8	-	-	-	-	-	-	-	-	-			
Rheudasil Park Amenities	200,000	-	-	200,000	1,600,000	-	-	2,000,000	2,000,000	2,8	-	-	-	-	-	-	-	-	-			
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	3,300,000	-	-	-	-	-	-	3,300,000	1,250,000	8	2,050,000	-	-	-	-	-	-	-	-			
Tennis Center	-	-	-	-	2,000,000	-	-	2,000,000	2,000,000	8	-	-	-	-	-	-	-	-	-			
Texas Yellow Star Trail Connections	-	-	-	-	-	-	850,000	850,000	850,000	8	-	-	-	-	-	-	-	-	-			
Twin Coves Park - Improvements	3,800,000	100,000	-	-	-	-	-	3,900,000	800,000	2,8	3,100,000	-	-	-	-	-	-	-	-			
Twin Coves Park - Improvements	3,800,000	177,736	-	-	-	-	-	3,977,736	877,736	2,8	3,100,000	-	-	-	-	-	-	-	-			
White Lazy Daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-	-	-	-	-	-	-	-	-			
SUBTOTAL	\$ 13,609,098	\$ 3,838,000	\$ 2,250,000	\$ 2,250,000	\$ 4,250,000	\$ 1,650,000	\$ 7,200,000	\$ 35,047,098	\$ 29,640,098		\$ 5,150,000	\$ -	\$ 257,000	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -			
SUBTOTAL	\$ 13,609,098	\$ 3,915,736	\$ 2,250,000	\$ 2,250,000	\$ 4,250,000	\$ 1,650,000	\$ 7,200,000	\$ 35,124,834	\$ 29,717,834		\$ 5,150,000	\$ -	\$ 257,000	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -			
GRAND TOTAL GENERAL FUND	\$ 46,590,496	\$ 33,239,049	\$ 24,735,000	\$ 17,840,250	\$ 19,486,480	\$ 6,478,000	\$ 50,129,337	\$ 198,498,612	\$ 134,918,348		\$ 12,096,264	\$ -	\$ 51,484,000	\$ 16,182,000	\$ 8,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000			
GRAND TOTAL GENERAL FUND	\$ 46,590,496	\$ 42,116,785	\$ 19,735,000	\$ 17,840,250	\$ 19,486,480	\$ 6,478,000	\$ 50,129,337	\$ 202,376,348	\$ 134,996,084		\$ 12,096,264	\$ -	\$ 55,284,000	\$ 24,982,000	\$ 3,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000			
** Project Includes ADA Improvements																						
8,877,736																						
Other Sources																						
0. Impact Fees																						
1. Grant and Interlocal Funds																						
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)																						
3. Escrow																						
4. Decision Package																						
5. Developer Agreement(s)																						
6. Park Development Fund																						
7. Tax Increment Reinvestment Zone (TIRZ)																						
8. Dedicated Sales Tax																						
9. SH 121 Regional Toll Revenue (RTR)																						

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0,2	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Branchwood Water Line (Russwood Dr to FM407)	300,000	-	-	-	-	-	-	300,000	250,000	0,2	50,000	-	-	-	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	1,700,000	-	-	-	-	-	1,880,000	80,000	2	100,000	-	1,700,000	1,700,000	-	-	-	-	-
Canyon Falls 20-Inch Water Line	1,250,000	750,000	660,000	-	-	-	-	2,660,000	400,000	0,2	1,050,000	-	1,210,000	650,000	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	140,000	0,3	-	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	1,100,000	-	-	-	-	1,100,000	620,000	0,5	-	-	480,000	-	480,000	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0,2	-	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	-	-	-	-	-	2,550,000	2,550,000	127,500	0,2	-	-	2,422,500	-	-	-	-	-	2,422,500
Denton Creek District - Reuse Waterlines	400,000	250,000	250,000	250,000	-	-	-	1,150,000	1,150,000	0,2	-	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0,2	-	-	5,590,000	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0,2	-	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	-	-	2,900,000	-	-	-	-	2,900,000	2,300,000	0,2,7	-	-	600,000	-	600,000	-	-	-	-
FM 2499 12-inch Water Line Phase III	1,140,000	-	-	-	-	-	-	1,140,000	400,000	0,2,5	740,000	-	-	-	-	-	-	-	-
FM2499/FM3040 24-Inch Water Line Crossing Replacement	550,000	-	-	-	-	-	-	550,000	550,000	2	-	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	790,000	390,000	0,2	-	-	400,000	-	-	-	400,000	-	-
High Road Water Line Replacement Phase I	-	350,000	2,750,000	-	-	-	-	3,100,000	-	2	-	-	3,100,000	350,000	2,750,000	-	-	-	-
High Road Water Line Replacement Phase II	-	-	2,600,000	-	-	-	-	2,600,000	-	-	-	-	2,600,000	-	2,600,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0,2	50,000	-	2,310,000	-	-	-	-	-	2,310,000
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0,2	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	1,270,000	-	-	-	-	1,305,000	305,000	0,2	-	-	1,000,000	-	1,000,000	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	-	50,000	320,000	-	-	-	-	370,000	370,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0,2	-	-	880,000	-	-	-	-	-	880,000
Long Prairie 12-Inch Water Line	1,360,000	-	-	-	-	-	-	1,360,000	505,000	0,2,5	855,000	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0,2	-	-	3,000,000	-	-	-	-	-	3,000,000
Morriss Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0,2	-	-	6,770,000	-	-	-	-	-	6,770,000
Morriss Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	370,000	370,000	300,000	0,2	-	-	70,000	-	-	-	-	-	70,000
Oak Drive Water Main Replacement	1,910,000	-	-	-	-	-	-	1,910,000	-	2	1,910,000	-	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	1,390,000	-	-	-	-	-	-	1,390,000	1,090,000	2,5	300,000	-	-	-	-	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	330,000	270,000	1,500,000	-	-	-	-	2,100,000	330,000	0,2,5	-	-	1,770,000	270,000	1,500,000	-	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0,2	-	-	260,000	-	-	-	-	-	260,000
Rippy Road Water line Improvements (FM 2499-Waketon)	-	730,000	-	-	-	-	-	730,000	330,000	0,2	-	-	400,000	400,000	-	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0,2	-	-	1,000,000	-	-	-	-	-	1,000,000
Senior Center - Utilities	315,000	-	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	300,000	1,000,000	-	-	-	-	-	1,300,000	-	2	300,000	-	1,000,000	1,000,000	-	-	-	-	-
Stoncrest Pump Station Phase I (Auxiliary Power)	-	-	-	-	2,120,000	-	-	2,120,000	300,000	0,2	-	-	1,820,000	-	-	-	1,820,000	-	-
Stoncrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0,2	-	-	4,890,000	-	-	-	-	-	4,890,000
Stoncrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	2	-	-	840,000	-	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	50,000	300,000	-	-	-	-	1,2	350,000	-	1,2	50,000	-	300,000	300,000	-	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	560,000	-	-	-	-	-	560,000	60,000	2	-	-	500,000	500,000	-	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	2	-	-	120,000	-	-	-	-	-	120,000
Trailwood Terrace 12-inch Water Line	400,000	-	-	-	-	-	-	400,000	400,000	0,2	-	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements (Utilities)	400,000	380,000	-	-	-	-	-	780,000	780,000	2	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	300,000	300,000	300,000	300,000	300,000	-	1,800,000	-	2	300,000	-	1,500,000	300,000	300,000	300,000	300,000	300,000	-
Utility Asset Management & Utility Replacement	300,000	-	300,000	300,000	300,000	300,000	-	1,500,000	-	2	300,000	-	1,200,000	-	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	-	150,000	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0,2	-	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0,2	-	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0,2	-	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0,2	-	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	600,000	50,000	50,000	50,000	50,000	50,000	-	850,000	-	2	600,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	130,785	5,000	5,000	5,000	5,000	5,000	-	155,785	155,785	0,2	-	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0,2	-	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0,2	-	-	3,090,000	-	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0,2	-	-	1,240,000	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Temporaty FS #6) **	975,000	250,000	-	-	-	-	-	1,225,000	975,000	2	-	-	250,000	250,000	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171) - NEW	-	650,000	-	-	-	-	-	650,000	-	2	-	-	650,000	650,000	-	-	-	-	-
SUBTOTAL	\$ 12,873,405	\$ 7,245,000	\$ 13,705,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 84,134,405	\$ 18,470,905		\$ 6,305,000	\$ -	\$ 59,358,500	\$ 5,880,000	\$ 9,840,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500
SUBTOTAL	\$ 12,873,405	\$ 7,595,000	\$ 13,705,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 84,484,405	\$ 18,470,905		\$ 6,305,000	\$ -	\$ 59,708,500	\$ 6,230,000	\$ 9,840,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500

** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	2	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	75,000	-	-	-	-	-	75,000	75,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1804 Doubletree	-	92,000	-	-	-	-	-	92,000	92,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 621 Somerset	-	-	150,000	-	-	-	-	150,000	150,000	2	-		-		-		-	-	-	-	-	-
Bakers Branch Stabilization at 1601 Twilight Drive	127,500	-	-	-	-	-	-	127,500	127,500	2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	-	20,000	-	-	-	-	-	20,000	20,000	1,2	-		-		-		-	-	-	-	-	-
Creek Bank Stabilization at 5105 River Hill Drive	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-		-		-		-	-	-	-	-	-
East Waketon Road Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	1,2	-		-		-		-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-		-		-		-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	20,000	-		-	-	-	-	20,000	20,000	2	-		-		-		-	-	-	-	-	-
McKamy Creek Bank Stabilization at 3400 Pheasant Ct	32,500	-	-	-	-	-	-	32,500	32,500	2	-		-		-		-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	150,000	150,000	200,000	500,000	500,000	2	-		-		-		-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	100,000	150,000	150,000	-	400,000	400,000	2	-		-		-	-	-	-	-	-	-	-
Waketon Road Drainage Improvement	-	-	100,000	-	-		-	100,000	100,000	2	-		-		-	-	-	-	-	-	-	-
SUBTOTAL	\$ 680,000	\$ 190,000	\$ 250,000	\$ 100,000	\$ 300,000	\$ 300,000	\$ 350,000	\$ 2,170,000	\$ 2,170,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ 680,000	\$ 207,000	\$ 250,000	\$ 100,000	\$ 300,000	\$ 300,000	\$ 350,000	\$ 2,187,000	\$ 2,187,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

Other Sources

- 0. Impact Fees
- 1. Grant and Interlocal Funds
- 2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
- 3. Escrow
- 4. Decision Package
- 5. Developer Agreement(s)
- 6. Park Development Fund
- 7. Tax Increment Reinvestment Zone (TIRZ)
- 8. Dedicated Sales Tax
- 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Collector Phase II (Lexington to Gerault)	-	1,700,000	-	-	-	-	-	1,700,000	200,000	0.2	-	-	1,500,000	1,500,000	-	-	-	-	-
Bakers Branch Collector Phase II (Lexington to Gerault)	-	350,000	1,500,000	-	-	-	-	1,850,000	350,000	0.2	-	-	1,500,000	-	1,500,000	-	-	-	-
Canterbury Lane Sewer Line Replacement	80,000	-	-	-	-	-	-	80,000	80,000	2	-	-	-	-	-	-	-	-	-
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-	-
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-
Inflow-Infiltration/Evaluation and Repair	1,730,000	250,000	250,000	250,000	250,000	250,000	-	2,980,000	130,000	2	1,600,000	-	1,250,000	250,000	250,000	250,000	250,000	250,000	-
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	-	650,000	-	-	-	-	650,000	400,000	0.2	0	-	250,000	-	250,000	-	-	-	-
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3,5	1,000,000	-	-	-	-	-	-	-	-
Lakeside Lift Station and Force Main Phase II	-	-	-	2,400,000	-	-	-	2,400,000	400,000	0.2,3,5	-	-	2,000,000	-	-	2,000,000	-	-	-
Lift Station Improvements and Decommissioning	375,000	1,400,000	-	-	-	-	-	1,775,000	50,000	2	325,000	-	1,400,000	1,400,000	-	-	-	-	-
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	-	330,000	330,000	-	0.2	-	-	330,000	-	-	-	-	-	330,000
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	905,000	-	-	-	-	905,000	-	0.2	-	-	905,000	-	905,000	-	-	-	-
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2	-	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase III	6,225,000	-	-	-	-	-	-	6,225,000	70,000	0.2	6,155,000	-	-	-	-	-	-	-	-
Oak Street Lift Station and Force Main Phase IV	-	-	-	-	3,300,000	-	-	3,300,000	150,000	0.2	-	-	3,150,000	-	-	-	3,150,000	-	-
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	2,500,000	-	-	-	-	-	2,500,000
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	-	-	-	430,000	430,000	230,000	0.2	-	-	200,000	-	-	-	-	-	200,000
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0.2	-	-	1,000,000	-	-	-	-	-	1,000,000
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0.2,3,5	-	-	2,370,000	-	-	-	-	-	2,370,000
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	380,000	-	-	-	-	-	380,000
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	300,000	-	-	-	-	-	300,000
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	410,000	2,100,000	-	-	-	-	-	2,510,000	410,000	0.2	-	-	2,100,000	2,100,000	-	-	-	-	-
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	410,000	550,000	1,550,000	-	-	-	-	2,510,000	410,000	0.2	-	-	2,100,000	550,000	1,550,000	-	-	-	-
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	-	350,000	2,400,000	-	-	-	-	2,750,000	-	2	-	-	2,750,000	350,000	2,400,000	-	-	-	-
Wastewater Master Plan	-	-	-	-	50,000	-	-	50,000	50,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater System Model Update	200,785	5,000	5,000	5,000	5,000	5,000	-	225,785	225,785	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Capacity Study	-	-	75,000	-	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Final Clarification Rehabilitation	670,000	110,000	-	-	-	-	-	780,000	430,000	2	350,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000	-	-	-	-	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	800,000	6,000,000	-	-	-	-	6,800,000	-	2	-	-	6,800,000	800,000	6,000,000	-	-	-	-
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	13,000,000	-	-	-	-	-	13,000,000
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	1,000,000	-	-	-	-	-	1,000,000
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	-	400,000	-	-	-	400,000	95,000	0.2	-	-	305,000	-	-	305,000	-	-	-
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000	-	0.2	-	-	720,000	-	-	-	-	-	720,000
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000	-	0.2	-	-	410,000	-	-	-	-	-	410,000
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000	-	0.2	-	-	780,000	-	-	-	-	-	780,000
Woodbine Street Sewer Line	-	500,000	-	-	-	-	-	500,000	200,000	2	-	-	300,000	300,000	-	-	-	-	-
Woodbine Street Sewer Line	-	800,000	-	-	-	-	-	800,000	200,000	2	-	-	600,000	600,000	-	-	-	-	-
SUBTOTAL	\$ 19,145,785	\$ 7,215,000	\$ 10,285,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 68,720,785	\$ 8,210,785		\$ 14,810,000	\$ -	\$ 45,700,000	\$ 6,700,000	\$ 9,805,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000
SUBTOTAL	\$ 19,145,785	\$ 4,615,000	\$ 13,335,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 69,170,785	\$ 8,360,785		\$ 14,810,000	\$ -	\$ 46,000,000	\$ 3,950,000	\$ 12,855,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000
		(2,600,000)												(2,750,000)					
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 14,650,000	\$ 24,240,000	\$ 3,760,000	\$ 7,580,000	\$ 910,000	\$ 71,186,000	\$ 155,025,190	\$ 28,851,690		\$ 21,115,000	\$ -	\$ 105,058,500	\$ 12,580,000	\$ 19,645,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 12,417,000	\$ 27,290,000	\$ 3,760,000	\$ 7,580,000	\$ 910,000	\$ 71,186,000	\$ 155,842,190	\$ 29,018,690		\$ 21,115,000	\$ -	\$ 105,708,500	\$ 10,180,000	\$ 22,695,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500
** Project Includes ADA Improvements																			
Other Sources																			
0. Impact Fees																			
1. Grant and Interlocal Funds																			
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)																			
3. Escrow																			
4. Decision Package																			
5. Developer Agreement(s)																			
6. Park Development Fund																			
7. Tax Increment Reinvestment Zone (TIRZ)																			
8. Dedicated Sales Tax																			
9. SH 121 Regional Toll Revenue (RTR)																			

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Drive Phase I (2 Lanes FM 2499 to Lake Forest) **	\$ -	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 1,000,000	0,2,5	\$ -		\$ -		\$ 650,000		\$ 650,000	\$ -	\$ -	\$ -	\$ -	
Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	-	-	-	-	2,463,000	-	2,463,000	1,063,000	0,2,5	-		-		1,400,000		-	-	-	1,400,000	-	
ADA Transition Plan and Implementation **	363,000	170,000	465,000	150,000	150,000	150,000	-	1,448,000	3,000	2,5	360,000		-		1,085,000		170,000	465,000	150,000	150,000	150,000	-
Churchill Drive (FM 2499 to Yucca) **	525,000	-	400,000	-	-	-	-	925,000	925,000	0,2,7	-		-		-		-	-	-	-	-	
Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-		-		240,000		-	-	-	-	240,000	
Denton Creek Boulevard Bridge (Graham Branch crossing)	80,000	-	-	6,920,000	-	-	-	7,000,000	7,000,000	0,1,5	-		-		-		-	-	-	-	-	
Firewheel Drive (complete 4 lane gap, to 340 feet north of Garden Rd) **	-	500,000	-	-	-	-	-	500,000	500,000	0	-		-		-		-	-	-	-	-	
FM 1171	413,665	-	-	-	-	-	-	413,665	207,401	0,1,2	206,264	*	-		-		-	-	-	-	-	
FM 1171 at FM 2499 Eastbound Right Turn Lane **	100,000	785,000	-	-	-	-	-	885,000	785,000	7	100,000		-		-		-	-	-	-	-	
FM 1171 at FM 2499 Westbound Right Turn Lane **	-	998,000	-	-	-	-	-	998,000	998,000	7	-		-		-		-	-	-	-	-	
FM 2499 at Lakeside North Right Turn Lane **	-	-	300,000	-	-	-	-	300,000		2,5	-		-		300,000		-	300,000	-	-	-	
FM 2499 Roadway, Traffic Signal, and Drainage	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1,2	1,200,000		-		-		-	-	-	-	-	
FM 407 (TxDot)	177,889	-	-	-	-	-	-	177,889	177,889	1,2	-		-		-		-	-	-	-	-	
Garden Ridge Through Lane (at FM 3040)	-	-	-	-	400,000	-	-	400,000	200,000	0,2	-		-		200,000		-	-	200,000	-	-	
I 35W Interchange at Denton Creek	-	-	-	-	-	-	5,000,000	5,000,000	5,000,000	0,1,5	-		-		-		-	-	-	-	-	
Impact Fee Update	-	-	-	-	120,000	-	-	120,000	120,000	0	-		-		-		-	-	-	-	-	
Kirkpatrick Lane Phase III (South of FM 1171)	-	-	-	-	-	-	8,718,000	8,718,000	6,036,000	0,1,2,3,5	-		-		2,682,000		-	-	-	-	2,682,000	
Lake Forest Boulevard Bridge	-	200,000	1,800,000	-	-	-	-	2,000,000	600,000	0,2	-		-		1,400,000		-	1,400,000	-	-	-	
Lakeside Dual Left turn Lane at Gerault **	-	-	-	140,250	-	-	-	140,250	100,250	0,2,5	-		-		40,000		-	-	40,000	-	-	
Lakeside Eastbound Right Turn Lane at Home Depot **	-	250,000	-	-	-	-	-	250,000	-	2,5	-		-		250,000		250,000	-	-	-	-	
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	7,232,000	7,232,000	732,000	0,2	-		-		6,500,000		-	-	-	-	6,500,000	
McKamy Creek Turn Lane at Flower Mound Rd **	350,000	-	-	-	-	-	-	350,000		0,2	350,000		-		-		-	-	-	-	-	
Morriss/Gerault Improvement Phase II (FM 407 - 3040)	399,844	-	-	-	4,851,480	-	-	5,251,324	5,251,324	0,5	-		-		-		-	-	-	-	-	
Neighborhood Traffic Management	125,000	-	-	-	-	-	-	125,000	125,000	2,4	-		-		-		-	-	-	-	-	
Roadway Amenities	95,000	90,000	90,000	90,000	90,000	90,000	-	545,000	80,000	2	15,000		-		450,000		90,000	90,000	90,000	90,000	90,000	-
Sagebrush Improvements (FM2499 to Old Settlers) **	3,670,000	21,674	-	-	-	-	-	3,691,674	541,674	0,2,3	3,150,000		-		-		-	-	-	-	-	
Sidewalk Links **	661,000	-	-	-	-	-	-	661,000	661,000	2,4	-		-		-		-	-	-	-	-	
Skillern Road (Flower Mound Rd to Riverhill) **	-	-	880,000	-	-	-	-	880,000	-	2	-		-		880,000		-	880,000	-	-	-	
SPA 2 Connector (Bob White)	260,000	-	-	-	-	-	-	260,000	85,000	2	175,000		-		-		-	-	-	-	-	
Stonecrest Road (500 ft. North of Canyon Falls Dr. to Town Limit) **	850,000	200,000	-	-	-	-	-	1,050,000	150,000	2,5	700,000		-		200,000		200,000	-	-	-	-	
Timber Creek Road (Kirkpatrick to Glen Hollow) **	780,000	-	-	-	-	-	-	780,000	780,000	0,2	-		-		-		-	-	-	-	-	
Waketon Road **	600,000	5,270,000	-	-	-	-	-	5,870,000	5,270,000	2,3,5,7	-		-		600,000		600,000	-	-	-	-	

SUBTOTAL	\$ 17,650,398	\$ 10,134,674	\$ 3,935,000	\$ 7,300,250	\$ 5,611,480	\$ 2,703,000	\$ 21,383,337	\$ 68,718,139	\$ 45,584,875		\$ 6,256,264	\$ -	\$ 16,877,000	\$ 1,960,000	\$ 3,135,000	\$ 280,000	\$ 440,000	\$ 1,640,000	\$ 9,422,000
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*General Obligation Bonds
** Project Includes ADA Improvements
Other Sources
0. Impact Fees
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE						
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026	
College Parkway at Timber Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,000	215,000	\$ 215,000	0,2,4	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bruton Orand at Kenwood	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Bruton Orand at Quail Run	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
FM 1171 at Kirkpatrick - Reconstruction	340,000	-	-	-	-	-	-	340,000	120,000	2,4	220,000		-		-		-	-	-	-	-	-
FM 1171 at Timber Creek - Reconstruction	290,000	-	-	-	-	-	-	290,000	70,000	2	220,000		-		-		-	-	-	-	-	-
FM 2499 at College Parkway	230,000	-	-	-	-	-	-	230,000	230,000	0,2,7	-		-		-		-	-	-	-	-	-
FM 2499 at Silveron	-	240,000	-	-	-	-	-	240,000	240,000	0,2	-		-		-		-	-	-	-	-	-
FM 407 at Browning	25,000	-	-	-	-	-	-	25,000	25,000	2,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Forest Vista	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Garden Ridge at Kirkpatrick	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Lakeside at Silveron	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4,5	-		-		-		-	-	-	-	-	-
Morriss at Eaton	-	-	-	215,000	-	-	-	215,000	215,000	2,4	-		-		-		-	-	-	-	-	-
Peters Colony at Churchill	-	-	-	-	-	-	215,000	215,000	215,000	0,2,4	-		-		-		-	-	-	-	-	-
Traffic Detection Rehabilitation	250,000	125,000	125,000	125,000	125,000	125,000	-	875,000	-	2	250,000		-		625,000		125,000	125,000	125,000	125,000	125,000	-
Traffic Signal Rehabilitation	-	-	-	-	-	-	500,000	500,000	-	2	-		-		500,000		-	-	-	-	-	500,000
U.S 377 at Canyon Falls Drive	-	25,000	225,000	-	-	-	-	250,000	250,000	0,2,4	-		-		-		-	-	-	-	-	-
SUBTOTAL								\$ 4,470,000	\$ 2,655,000		\$ 690,000		\$ -		\$ 1,125,000		\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 500,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Canterbury Drive Reconstruction (Churchill to Dover) **	\$ 75,000	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Colonial Drive Reconstruction Phase II (Colony Street to Homestead Street) **	750,000	-	-	-	-	-	-	750,000	750,000	8	-		-		-		-	-	-	-	-	-
Flower Mound Road Reconstruction Phase II (Old Settlers to Bruton Orand) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase I (Lake Shore to FM 2499) **	3,400,000	-	-	-	-	-	-	3,400,000	3,400,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase II (Morriss to Upton Vista) **	-	-	-	-	3,000,000	-	-	3,000,000	3,000,000	8	-		-		-		-	-	-	-	-	-
Forest Vista Reconstruction Phase III (Upton Vista to Lake Shore) **	-	-	-	-	-	2,000,000	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Lopo Road Reconstruction (River oak to 330-ft west of Garden Ridge) **	-	-	600,000	-	-	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
McKamy Creek Road Reconstruction (Flower Mound Rd. to Woodhill Dr.) **	238,000	1,162,000	-	-	-	-	-	1,400,000	1,400,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase I (FM 3040 to Forest Vista Drive) **	-	-	-	-	-	-	2,800,000	2,800,000	2,800,000	8	-		-		-		-	-	-	-	-	-
Morriss Road Reconstruction Phase II (Forest Vista Drive to Firewheel) **	-	-	-	-	-	-	2,162,000	2,162,000	2,162,000	8	-		-		-		-	-	-	-	-	-
Old Long Prairie Road Reconstruction **	1,100,000	-	-	-	-	-	-	1,100,000	1,100,000	8	-		-		-		-	-	-	-	-	-
Sheffield Court Reconstruction (Amhearth to end of Cul-de-Sac) **	325,000	-	-	-	-	-	-	325,000	325,000	8	-		-		-		-	-	-	-	-	-
Superior Place Reconstruction (Colonial to 1545 Superior Pl) **	100,000	525,000	-	-	-	-	-	625,000	625,000	8	-		-		-		-	-	-	-	-	-
Timber Creek Road Reconstruction Phase II (Timber Creek Bridge to Eaton) **	-	-	1,400,000	2,200,000	-	-	-	3,600,000	3,600,000	8	-		-		-		-	-	-	-	-	-
West Windsor and Mulberry Connection **	100,000	-	-	-	-	-	-	100,000	100,000	8	-		-		-		-	-	-	-	-	-
Woodbine Street Reconstruction (Timber Creek to Hieden Ct.) **	765,000	585,000	-	-	-	-	-	1,350,000	1,350,000	8	-		-		-		-	-	-	-	-	-
Wood Creek Circle Reconstruction (Wood Creek Dr to end of Cul-de-Sac) **	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Yucca Drive Reconstruction (Sagebrush to 700 ft South of FM 1171) **	95,000	1,205,000	-	-	-	-	-	1,300,000	1,300,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 6,948,000	\$ 3,752,000	\$ 2,000,000	\$ 2,600,000	\$ 3,000,000	\$ 2,000,000	\$ 7,306,000	\$ 27,606,000	\$ 27,606,000		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*General Obligation Bonds
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Other Sources
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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT	DEBT SCHEDULE					
		2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026									2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2026
Cultural Arts Center **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	7	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire and Police Training Center	-	-	-	-	-	-	2,235,000	2,235,000	-	2	-		-		2,235,000	-	-	-	-	-	2,235,000
Fire Station No. 1 Facility Upgrades **	-	1,223,375	-	-	-	-	-	1,223,375	243,375	2,4	-		-		980,000	980,000	-	-	-	-	-
Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	300,000	6,500,000	-	-	6,800,000	-	2	-		-		6,800,000	-	-	300,000	6,500,000	-	-
Fire Station No. 7 and Apparatus (Wichita Trail) **	-	-	300,000	5,050,000	-	-	-	5,350,000	-	2	-		-		5,350,000	-	300,000	5,050,000	-	-	-
Land (Old Settlers/Peters Colony and Log Cabin)	-	1,130,000	-	-	-	-	-	1,130,000	30,000	1,2	-		-		1,100,000	1,100,000	-	-	-	-	-
Library Expansion**	-	-	10,900,000	-	-	-	-	10,900,000	10,900,000	2,7	-		-		-	-	-	-	-	-	-
Mechanical Screen Wall (Police Dept.)	90,000	-	-	-	-	-	-	90,000	90,000	1,2	-		-		-	-	-	-	-	-	-
Police and Courts Facility Upgrades **	560,000	2,771,000	-	-	-	-	-	3,331,000	1,571,000	2,4	-		-		1,760,000	1,760,000	-	-	-	-	-
Senior Center **	5,998,000	-	-	-	-	-	-	5,998,000	5,998,000	2,7,3	-		-		-	-	-	-	-	-	-
Town Hall **	-	18,800,000	-	-	-	-	-	18,800,000		2,7	-		-		18,800,000	18,800,000	-	-	-	-	-
Western Operations and Maintenance Facility (Temporaty FS #6)**	600,000		-	-	-	-	-	600,000	600,000	2,4	-		-		-	-	-	-	-	-	-
SUBTOTAL	\$ 7,248,000	\$ 23,924,375	\$ 11,200,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 12,235,000	\$ 66,457,375	\$ 29,432,375		\$ -		\$ -		\$ 37,025,000	\$ 22,640,000	\$ 300,000	\$ 5,350,000	\$ 6,500,000	\$ -	\$ 2,235,000

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TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's		AUTHORIZED UNISSUED GO's		NEW DEBT		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026										2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
2015-16 Playground Replacements (Staton Oak, & Timber Creek parks) **	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	8	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2016-17 Playground Replacements(Bluebonnet, Gaston, Glenwick, Grove, Oak, & Spring Meadow parks) **	-	1,200,000	-	-	-	-	-	1,200,000	1,200,000	8	-		-		-		-	-	-	-	-	-
2018-19 Playground Replacements (Lakewood, Pecan Orchard, Stone Creek, Thrush West, & Gerault parks)	-	-	-	1,000,000	-	-	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-	-	-
2019-20 Playground Replacements (Grand, Peacock, & Chinn Chapel parks) **	-	-	-	-	600,000	-	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
2020-21 Playground Replacements (Cortadera, Wilkerson, & Possum parks) **	-	-	-	-	-	600,000	-	600,000	600,000	8	-		-		-		-	-	-	-	-	-
2023-24 Playground Replacements (Northshore, Jakes Hilltop, & Rustic Timbers parks) **	-	-	-	-	-	-	600,000	600,000	600,000	8	-		-		-		-	-	-	-	-	-
2024-25 Playground Replacements (Thrush East, & Westchester parks) **	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Bluebonnet Trail Connections **	-	-	-	-	-	1,000,000	-	1,000,000	1,000,000	8	-		-		-		-	-	-	-	-	-
Bakersfield Park Restroom	-	-	-	400,000	-	-	-	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Coumunity Activity Center Improvements	-	257,000	-	-	-	-	-	257,000	-	2	-		-		257,000		257,000	-	-	-	-	-
Cortadera Park Pond	145,000	-	-	-	-	-	-	145,000	145,000	8	-		-		-		-	-	-	-	-	-
Equestrian Trail Head	-	-	-	-	-	-	400,000	400,000	400,000	8	-		-		-		-	-	-	-	-	-
Equestrian Trails	-	-	-	-	-	-	500,000	500,000	500,000	8	-		-		-		-	-	-	-	-	-
Green Acres Memorial Farm	-	-	-	-	-	-	2,200,000	2,200,000	2,200,000	8	-		-		-		-	-	-	-	-	-
Heritage Park of Flower Mound Phase II	2,590,000	-	-	-	-	-	-	2,590,000	2,590,000	8,6	-		-		-		-	-	-	-	-	-
Heritage Park of Flower Mound Phase III	200,000	1,981,000	-	-	-	-	-	2,181,000	2,181,000	8	-		-		-		-	-	-	-	-	-
Heritage Park of Flower Mound Phase IV	-	200,000	2,200,000	-	-	-	-	2,400,000	2,400,000	8	-		-		-		-	-	-	-	-	-
Indian Blanket Trail Connections	-	-	-	-	-	-	2,000,000	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Individual Park Improvements	1,110,000	50,000	-	-	-	-	-	1,160,000	1,160,000	8	-		-		-		-	-	-	-	-	-
Log Cabin Property Purchase	454,098	-	-	-	-	-	-	454,098	454,098	2	-		-		-		-	-	-	-	-	-
Park and Trail Amenities	410,000	50,000	50,000	50,000	50,000	50,000	-	660,000	660,000	2,6,8	-		-		-		-	-	-	-	-	-
Park and Trails Master Plan	200,000	-	-	-	-	-	-	200,000	200,000	2,6	-		-		-		-	-	-	-	-	-
Pink Evening Primrose Trails (Section 1 & 3)	800,000	-	-	-	-	-	-	800,000	800,000	2,6	-		-		-		-	-	-	-	-	-
Pink Evening Primrose Trail Connections	-	-	-	600,000	-	-	-	600,000	600,000	2,6	-		-		-		-	-	-	-	-	-
Purple Coneflower Trail Connections	-	-	-	-	-	-	150,000	150,000	150,000	8	-		-		-		-	-	-	-	-	-
Rheudasil Park Amenities	200,000	-	-	200,000	1,600,000	-	-	2,000,000	2,000,000	2,8	-		-		-		-	-	-	-	-	-
Rheudasil & Wilkerson Parks Pond Dredging and Bank Stabilization	3,300,000	-	-	-	-	-	-	3,300,000	1,250,000	8	2,050,000		-		-		-	-	-	-	-	-
Tennis Center	-	-	-	-	2,000,000	-	-	2,000,000	2,000,000	8	-		-		-		-	-	-	-	-	-
Texas Yellow Star Trail Connections	-	-	-	-	-	-	850,000	850,000	850,000	8	-		-		-		-	-	-	-	-	-
Twin Coves Park - Improvements	3,800,000	177,736	-	-	-	-	-	3,977,736	877,736	2,8	3,100,000		-		-		-	-	-	-	-	-
White Lazy Daisy Trail Connections	-	-	-	-	-	-	100,000	100,000	100,000	8	-		-		-		-	-	-	-	-	-
SUBTOTAL	\$ 13,609,098	\$ 3,915,736	\$ 2,250,000	\$ 2,250,000	\$ 4,250,000	\$ 1,650,000	\$ 7,200,000	\$ 35,124,834	\$ 29,717,834	\$ 180	\$ 5,150,000	\$-	\$ -	#	\$ 257,000	\$-	\$ 257,000	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL GENERAL FUND	\$ 46,590,496	\$ 42,116,785	\$ 19,735,000	\$ 17,840,250	\$ 19,486,480	\$ 6,478,000	\$ 50,129,337	\$ 202,376,348	\$ 134,996,084		\$ 12,096,264		\$ -		\$ 55,284,000		\$ 24,982,000	\$ 3,560,000	\$ 5,755,000	\$ 7,065,000	\$ 1,765,000	\$ 12,157,000

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TOWN OF FLOWER MOUND
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WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026							2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Aberdeen Water Line (FM 2499 to Lake Forest)	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 190,000	0,2	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
Branchwood Water Line (Russwood Dr to FM407)	300,000	-	-	-	-	-	-	300,000	250,000	0,2	50,000	-	-	-	-	-	-	-	-
Bruton Orand Elevated Storage Tank Rehabilitation	180,000	1,700,000	-	-	-	-	-	1,880,000	80,000	2	100,000	-	1,700,000	1,700,000	-	-	-	-	-
Canyon Falls 20-Inch Water Line	1,250,000	750,000	660,000	-	-	-	-	2,660,000	400,000	0,2	1,050,000	-	1,210,000	650,000	560,000	-	-	-	-
Cowboy Lane Water Line	-	-	-	-	-	-	670,000	670,000	140,000	0,3	-	-	530,000	-	-	-	-	-	530,000
Denton Creek Boulevard 12-Inch Water Line	-	-	1,100,000	-	-	-	-	1,100,000	620,000	0,5	-	-	480,000	-	480,000	-	-	-	-
Denton Creek District - Reuse Water Master Plan	100,000	-	-	-	-	-	-	100,000	100,000	0,2	-	-	-	-	-	-	-	-	-
Denton Creek Spine Road 12-inch Water Line	-	-	-	-	-	-	2,550,000	2,550,000	127,500	0,2	-	-	2,422,500	-	-	-	-	-	2,422,500
Denton Creek District - Reuse Waterlines	400,000	250,000	250,000	250,000	-	-	-	1,150,000	1,150,000	0,2	-	-	-	-	-	-	-	-	-
FM 1171 to Hwy. 377 Water Line Phase II	-	-	-	-	-	-	5,880,000	5,880,000	290,000	0,2	-	-	5,590,000	-	-	-	-	-	5,590,000
FM 1171 12-inch Water Line (Karnes Rd. to Churchill Dr.)	-	-	-	-	-	-	210,000	210,000	210,000	0,2	-	-	-	-	-	-	-	-	-
FM 2499 12-Inch Water Line Phase I (Dixon to South of FM 1171)	-	-	2,900,000	-	-	-	-	2,900,000	2,300,000	0,2,7	-	-	600,000	-	600,000	-	-	-	-
FM 2499 12-Inch Water Line Phase III	1,140,000	-	-	-	-	-	-	1,140,000	400,000	0,2,5	740,000	-	-	-	-	-	-	-	-
FM2499/FM3040 24-Inch Water Line Crossing Replacement	550,000	-	-	-	-	-	-	550,000	550,000	2	-	-	-	-	-	-	-	-	-
Garden Ridge Blvd. Ph. II Water Line	-	-	-	-	790,000	-	-	790,000	390,000	0,2	-	-	400,000	-	-	-	400,000	-	-
High Road Water Line Replacement Phase I	-	350,000	2,750,000	-	-	-	-	3,100,000	-	2	-	-	3,100,000	350,000	2,750,000	-	-	-	-
High Road Water Line Replacement Phase II	-	-	2,600,000	-	-	-	-	2,600,000	-	-	-	-	2,600,000	-	2,600,000	-	-	-	-
Highway 377/UPRR Water Line Phase II	137,620	-	-	-	-	-	2,310,000	2,447,620	87,620	0,2	50,000	-	2,310,000	-	-	-	-	-	2,310,000
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0,2	-	-	-	-	-	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge - 1171)	35,000	-	1,270,000	-	-	-	-	1,305,000	305,000	0,2	-	-	1,000,000	-	1,000,000	-	-	-	-
Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	-	-	-	320,000	320,000	320,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Bridge Gap)	-	50,000	320,000	-	-	-	-	370,000	370,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (Spinks to Lakeside)	280,000	-	-	-	-	-	-	280,000	280,000	0,2	-	-	-	-	-	-	-	-	-
Lake Forest 12-inch Water Line (FM 3040 to Spinks)	-	-	-	-	-	-	1,380,000	1,380,000	500,000	0,2	-	-	880,000	-	-	-	-	-	880,000
Long Prairie 12-Inch Water Line	1,360,000	-	-	-	-	-	-	1,360,000	505,000	0,2,5	855,000	-	-	-	-	-	-	-	-
Lusk/Red Oak East-West Connector	-	-	-	-	-	-	3,240,000	3,240,000	240,000	0,2	-	-	3,000,000	-	-	-	-	-	3,000,000
Morriss Road Water Line (FM 407 to FM 1171)	-	-	-	-	-	-	7,120,000	7,120,000	350,000	0,2	-	-	6,770,000	-	-	-	-	-	6,770,000
Morriss Road 12-inch Water Line (Mallard Way to FM 3040)	-	-	-	-	-	-	370,000	370,000	300,000	0,2	-	-	70,000	-	-	-	-	-	70,000
Oak Drive Water Main Replacement	1,910,000	-	-	-	-	-	-	1,910,000	-	2	1,910,000	-	-	-	-	-	-	-	-
Pintail Pump Station Capacity Improvements	1,390,000	-	-	-	-	-	-	1,390,000	1,090,000	2,5	300,000	-	-	-	-	-	-	-	-
Pintail Pump Station (Auxiliary Power & Upgrades)	330,000	270,000	1,500,000	-	-	-	-	2,100,000	330,000	0,2,5	-	-	1,770,000	270,000	1,500,000	-	-	-	-
Pressure Reducing Valves	-	-	-	-	-	-	560,000	560,000	300,000	0,2	-	-	260,000	-	-	-	-	-	260,000
Rippy Road Water line Improvements (FM 2499-Waketon)	-	730,000	-	-	-	-	-	730,000	330,000	0,2	-	-	400,000	400,000	-	-	-	-	-
Scenic Drive Water Line (South of FM 1171 to River Hill Dr.)	-	-	-	-	-	-	1,490,000	1,490,000	490,000	0,2	-	-	1,000,000	-	-	-	-	-	1,000,000
Senior Center - Utilities	315,000	-	-	-	-	-	-	315,000	315,000	2	-	-	-	-	-	-	-	-	-
Shady Point Acres Water Line Replacement	300,000	1,000,000	-	-	-	-	-	1,300,000	-	-	300,000	-	1,000,000	1,000,000	-	-	-	-	-
Stonecrest Pump Station Phase I (Auxiliary Power)	-	-	-	-	2,120,000	-	-	2,120,000	300,000	0,2	-	-	1,820,000	-	-	-	1,820,000	-	-
Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,140,000	5,140,000	250,000	0,2	-	-	4,890,000	-	-	-	-	-	4,890,000
Stonecrest Pump Station Phase III	-	-	-	-	-	-	840,000	840,000	-	2	-	-	840,000	-	-	-	-	-	840,000
Stonehill Pump Station 10MG Ground Storage Tank Modification	50,000	300,000	-	-	-	-	-	350,000	-	1,2	50,000	-	300,000	300,000	-	-	-	-	-
Stonehill 10MG Ground Storage Tank Rehabilitation	40,000	-	-	-	-	-	-	40,000	40,000	2	-	-	-	-	-	-	-	-	-
Stonehill Pump Station Discharge Valve Replacement	-	560,000	-	-	-	-	-	560,000	60,000	2	-	-	500,000	500,000	-	-	-	-	-
Timber Creek 20-inch Water Line	-	-	-	-	-	-	370,000	370,000	250,000	2	-	-	120,000	-	-	-	-	-	120,000
Trailwood Terrace 12-inch Water Line	400,000	-	-	-	-	-	-	400,000	400,000	0,2	-	-	-	-	-	-	-	-	-
Twin Coves Park - Improvements (Utilities)	400,000	380,000	-	-	-	-	-	780,000	780,000	2	-	-	-	-	-	-	-	-	-
Utility Asset Management & Utility Replacement	300,000	-	300,000	300,000	300,000	300,000	-	1,500,000	-	2	300,000	-	1,200,000	-	300,000	300,000	300,000	300,000	-
Water Master Plan	-	-	-	-	150,000	-	-	150,000	150,000	0,2	-	-	-	-	-	-	-	-	-
Water Reuse System Phase I	-	-	-	-	-	-	3,186,000	3,186,000	-	0,2	-	-	3,186,000	-	-	-	-	-	3,186,000
Water Reuse System Phase II	-	-	-	-	-	-	760,000	760,000	-	0,2	-	-	760,000	-	-	-	-	-	760,000
Water Reuse System Phase III	-	-	-	-	-	-	1,100,000	1,100,000	-	0,2	-	-	1,100,000	-	-	-	-	-	1,100,000
Water Reuse System Phase IV	-	-	-	-	-	-	820,000	820,000	820,000	0,2	-	-	-	-	-	-	-	-	-
Water System Leak Detection & Repair	600,000	50,000	50,000	50,000	50,000	50,000	-	850,000	-	2	600,000	-	250,000	50,000	50,000	50,000	50,000	50,000	-
Water System Model Update	130,785	5,000	5,000	5,000	5,000	5,000	-	155,785	155,785	0,2	-	-	-	-	-	-	-	-	-
West Side Water Lines (East)	-	-	-	-	-	-	2,610,000	2,610,000	300,000	0,2	-	-	2,310,000	-	-	-	-	-	2,310,000
West Side Water Lines (South)	-	-	-	-	-	-	3,440,000	3,440,000	350,000	0,2	-	-	3,090,000	-	-	-	-	-	3,090,000
West Side Water Lines (West)	-	-	-	-	-	-	1,390,000	1,390,000	150,000	0,2	-	-	1,240,000	-	-	-	-	-	1,240,000
Western Operations and Maintenance Facility (Temporaty FS #6) **	975,000	250,000	-	-	-	-	-	1,225,000	975,000	2	-	-	250,000	250,000	-	-	-	-	-
Western Operations and Maintenance Facility (Buildout)	-	-	-	-	100,000	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-	-
Yucca Drive Utilities (Sagebrush to 700 ft South of FM 1171)	-	650,000	-	-	-	-	-	650,000	-	2	-	-	650,000	650,000	-	-	-	-	-

SUBTOTAL	\$ 12,873,405	\$ 7,595,000	\$ 13,705,000	\$ 605,000	\$ 3,595,000	\$ 355,000	\$ 45,756,000	\$ 84,484,405	\$ 18,470,905		\$ 6,305,000	\$ -	\$ 59,708,500	\$ 6,230,000	\$ 9,840,000	\$ 350,000	\$ 2,570,000	\$ 350,000	\$ 40,368,500
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** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT	AUTHORIZED UNISSUED GO's	NEW DEBT	DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026						2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bakers Branch Stabilization at 1804 Doubletree	-	92,000	-	-	-	-	-	92,000	92,000	2	-	-	-	-	-	-	-	-
Bakers Branch Stabilization at 621 Somerset	-	-	150,000	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-
Bakers Branch Stabilization at 1601 Twilight Drive	127,500	-	-	-	-	-	-	127,500	127,500	2	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 3100 River Hill Court	-	20,000	-	-	-	-	-	20,000	20,000	1,2	-	-	-	-	-	-	-	-
Creek Bank Stabilization at 5105 River Hill Drive	-	45,000	-	-	-	-	-	45,000	45,000	1,2	-	-	-	-	-	-	-	-
East Waketon Road Drainage Improvements	-	50,000	-	-	-	-	-	50,000	50,000	1,2	-	-	-	-	-	-	-	-
FM 2499 Roadway, Traffic Signal, and Drainage	500,000	-	-	-	-	-	-	500,000	500,000	1,2	-	-	-	-	-	-	-	-
Lusk Lane Drainage Improvements Phase II	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-
McKamy Creek Bank Stabilization at 3400 Pheasant Ct	32,500	-	-	-	-	-	-	32,500	32,500	2	-	-	-	-	-	-	-	-
Pecan Acres Drainage Improvements	-	-	-	-	150,000	150,000	200,000	500,000	500,000	2	-	-	-	-	-	-	-	-
Timber Creek Stabilization at Timber Creek Rd (North & South Bridges)	-	-	-	100,000	150,000	150,000	-	400,000	400,000	2	-	-	-	-	-	-	-	-
Waketon Road Drainage Improvement	-	-	100,000	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
SUBTOTAL	\$ 680,000	\$ 207,000	\$ 250,000	\$ 100,000	\$ 300,000	\$ 300,000	\$ 350,000	\$ 2,187,000	\$ 2,187,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2016-2017
Amendment 4
03/20/2017

WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT		AUTHORIZED UNISSUED GO's	NEW		DEBT SCHEDULE					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026									2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2026
Bakers Branch Collector Phase II (Lexington to Gerault)	-	350,000	1,500,000	-	-	-	-	1,850,000	350,000	0.2	-	-	-	1,500,000	-	1,500,000	-	-	-	-	
Canterbury Lane Sewer Line Replacement	80,000	-	-	-	-	-	-	80,000	80,000	2	-	-	-	-	-	-	-	-	-	-	
Colonial Drive Wastewater Line (Colony St. to Homestead St.)	20,000	-	-	-	-	-	-	20,000	20,000	2	-	-	-	-	-	-	-	-	-	-	
Impact Fee Update	-	-	-	-	80,000	-	-	80,000	80,000	0.2	0	-	-	-	-	-	-	-	-	-	
Inflow-Infiltration/Evaluation and Repair	1,730,000	250,000	250,000	250,000	250,000	250,000	-	2,980,000	130,000	2	1,600,000	-	-	1,250,000	250,000	250,000	250,000	250,000	250,000	-	
Justin Road Lift Station Outfall (Justin Rd. to Cottage Ln.)	-	-	650,000	-	-	-	-	650,000	400,000	0.2	0	-	-	250,000	-	250,000	-	-	-	-	
Lakeside Lift Station and Force Main	3,090,000	-	-	-	-	-	-	3,090,000	2,090,000	0.2,3,5	1,000,000	-	-	-	-	-	-	-	-	-	
Lakeside Lift Station and Force Main Phase II	-	-	-	2,400,000	-	-	-	2,400,000	400,000	0.2,3,5	-	-	-	2,000,000	-	-	2,000,000	-	-	-	
Lift Station Improvements and Decommissioning	375,000	1,400,000	-	-	-	-	-	1,775,000	50,000	2	325,000	-	-	1,400,000	1,400,000	-	-	-	-	-	
Long Prairie Interceptor (North of Woodway Drive)	-	-	-	-	-	-	330,000	330,000	-	0.2	-	-	-	330,000	-	-	-	-	-	330,000	
Lower Timber Interceptor (Teakwood to Pintail Park)	-	-	905,000	-	-	-	-	905,000	-	0.2	-	-	-	905,000	-	905,000	-	-	-	-	
McKamy Creek Road Sewer Line Replacement	185,000	-	-	-	-	-	-	185,000	185,000	2	-	-	-	-	-	-	-	-	-	-	
Oak Street Lift Station and Force Main Phase III	6,225,000	-	-	-	-	-	-	6,225,000	70,000	0.2	6,155,000	-	-	-	-	-	-	-	-	-	
Oak Street Lift Station and Force Main Phase IV	-	-	-	-	3,300,000	-	-	3,300,000	150,000	0.2	-	-	-	3,150,000	-	-	-	3,150,000	-	-	
Oak Street Lift Station and Force Main Phase V	-	-	-	-	-	-	2,500,000	2,500,000	-	0.2	-	-	-	2,500,000	-	-	-	-	-	2,500,000	
Riverwalk Collector (Morris Rd. to Windsor Dr.)	-	-	-	-	-	-	430,000	430,000	230,000	0.2	-	-	-	200,000	-	-	-	-	-	200,000	
Southside Force Main Extension	-	-	-	-	-	-	1,710,000	1,710,000	710,000	0.2	-	-	-	1,000,000	-	-	-	-	-	1,000,000	
Southside Gravity Improvements	-	-	-	-	-	-	2,970,000	2,970,000	600,000	0.2,3,5	-	-	-	2,370,000	-	-	-	-	-	2,370,000	
Southside Pump Upgrade	-	-	-	-	-	-	780,000	780,000	400,000	0.2	-	-	-	380,000	-	-	-	-	-	380,000	
Upper Timber Creek Interceptor (South of College Pkw.)	-	-	-	-	-	-	300,000	300,000	-	0.2	-	-	-	300,000	-	-	-	-	-	300,000	
Upper Timber Creek Interceptor Phase III (FM 1171 to Hidden Forest Drive)	410,000	550,000	1,550,000	-	-	-	-	2,510,000	410,000	0.2	-	-	-	2,100,000	550,000	1,550,000	-	-	-	-	
Upper Timber Creek Interceptor Phase IV (Hidden Forest Drive to Oak Street Lift Station)	-	350,000	2,400,000	-	-	-	-	2,750,000	-	2	-	-	-	2,750,000	350,000	2,400,000	-	-	-	-	
Wastewater Master Plan	-	-	-	-	50,000	-	-	50,000	50,000	0.2	-	-	-	-	-	-	-	-	-	-	
Wastewater System Model Update	200,785	5,000	5,000	5,000	5,000	5,000	-	225,785	225,785	0.2	-	-	-	-	-	-	-	-	-	-	
Wastewater Treatment Plant Auxiliary Power	620,000	-	-	-	-	-	-	620,000	-	0.2	620,000	-	-	-	-	-	-	-	-	-	
Wastewater Treatment Plant Capacity Study	-	-	75,000	-	-	-	-	75,000	75,000	0.2	-	-	-	-	-	-	-	-	-	-	
Wastewater Treatment Plant Expansion	-	-	-	-	-	-	150,000	150,000	150,000	0.2	-	-	-	-	-	-	-	-	-	-	
Wastewater Treatment Plant Final Clarification Rehabilitation	670,000	110,000	-	-	-	-	-	780,000	430,000	2	350,000	-	-	-	-	-	-	-	-	-	
Wastewater Treatment Plant Rehabilitation Phase IV (Dewatering, B&L)	5,540,000	-	-	-	-	-	-	5,540,000	780,000	2	4,760,000	-	-	-	-	-	-	-	-	-	
Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	-	800,000	6,000,000	-	-	-	-	6,800,000	-	2	-	-	-	6,800,000	800,000	6,000,000	-	-	-	-	
Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-	2	-	-	-	13,000,000	-	-	-	-	-	13,000,000	
Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-	2	-	-	-	1,000,000	-	-	-	-	-	1,000,000	
Wellington Interceptor Phase IV Section I (Vail Lane to Oak Street Lift Station)	-	-	-	400,000	-	-	-	400,000	95,000	0.2	-	-	-	305,000	-	-	305,000	-	-	-	
Wellington Interceptor Phase V (Ridgemere Dr. to Woodway Dr.)	-	-	-	-	-	-	720,000	720,000	-	0.2	-	-	-	720,000	-	-	-	-	-	720,000	
Wellington Interceptor (Fieldcrest Rd. to FM 3040)	-	-	-	-	-	-	410,000	410,000	-	0.2	-	-	-	410,000	-	-	-	-	-	410,000	
Wichita Trail Lift Station Improvements	-	-	-	-	-	-	780,000	780,000	-	0.2	-	-	-	780,000	-	-	-	-	-	780,000	
Woodbine Street Sewer Line	-	800,000	-	-	-	-	-	800,000	200,000	2	-	-	-	600,000	600,000	-	-	-	-	-	
SUBTOTAL	\$ 19,145,785	\$ 4,615,000	\$ 13,335,000	\$ 3,055,000	\$ 3,685,000	\$ 255,000	\$ 25,080,000	\$ 69,170,785	\$ 8,360,785	\$ 24	\$ 14,810,000	\$ -	\$ -	\$ 46,000,000	\$ -	\$ 3,950,000	\$ 12,855,000	\$ 2,555,000	\$ 3,400,000	\$ 250,000	\$ 22,990,000
GRAND TOTAL UTILITY FUND	\$ 32,699,190	\$ 12,417,000	\$ 27,290,000	\$ 3,760,000	\$ 7,580,000	\$ 910,000	\$ 71,186,000	\$ 155,842,190	\$ 29,018,690		\$ 21,115,000	\$ -	\$ -	\$ 105,708,500	\$ 10,180,000	\$ 22,695,000	\$ 2,905,000	\$ 5,970,000	\$ 600,000	\$ 63,358,500	

** Project Includes ADA Improvements
Other Sources
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 9

CONSENT ITEM

DATE: March 20, 2017

FROM: Tommy Dalton, Assistant Town Manager

ITEM: Consider approval of a resolution determining the conformity of certain special amenities within the River Walk at Central Park.

BACKGROUND INFORMATION: The [August 19, 2013, development agreement](#) (DA) with the River Walk developer outlines certain enhancements to the three special amenities within the project. Further, the DA states that an additional 10% shall be retained for each amenity (30% total) from the River Walk Public Improvement District bond proceeds to ensure completion of the amenities. Upon completion and Town acceptance of each special amenity, the Town shall reimburse the developer 10% of the withheld proceeds.

The first special amenity outlined in the DA is the "River Walk Amenity" which encompasses the water channel and adjacent landscaping, waterfalls, water wall, pedestrian bridges and clock tower. The amenity has now been completed, reviewed and inspected by staff and determined to substantially conform to the provisions of the DA. This resolution confirms the Town's review of the amenity, and allows a 10% reimbursement by the Town from the River Walk Public Improvement District bond proceeds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Excerpt from 2013 DA outlining the River Walk Amenity Enhancements
2. Draft Resolution

DRAFT MOTION: Move to approve a resolution determining the conformity of certain special amenities within the River Walk at Central Park

Attachment A1: Excerpt from 2013 DA outlining the River Walk Amenity Enhancements

River Walk

The river walk amenity will be lined with naturalistic rock edges with straight and curvilinear sidewalks of enhanced pavement along both sides and span at least eight feet in width. Flagstone steps will also be used for changes in grade. The proposed weirs will be enhanced to be rock/stone waterfalls with LED lighting. The large 14-foot waterfall will also be enhanced with rock and stone and LED lighting. Enhanced landscaping and detailed landscape beds will line both sides of the channel along the outer edges of the walkway. Additional enhanced lighting includes tree lighting. Outdoor speakers will be provided along the channel and will be integrated into the enhanced landscaping.

A water wall will be located along the eastern edge of the channel within Central Park and will act as a backdrop to Central Park Amphitheater. It will be at least 1,000 feet in length and include sections of cascading waterfalls from the street level down to the surface of the river walk channel. Eight-foot waterfalls are proposed, with enhanced LED and inset lighting, to drop down to a stone stair-stepped wall which the water will cascade over for four feet until it meets the water surface of the channel. Along the wall will be recessed stone arched sections and arched flying buttresses with water scuppers. At the street level, a wrought iron fence is proposed along the top of the water wall.

Timing

Depending on the outcome of the general public voting for the approval of the PID, it is anticipated that construction for the river walk enhancements, including the water wall, will begin in early 2014 with an approximate completion date of October 2014.

Attachment 1

"River Walk" Enhancements

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
<i><u>River Walk Enhancements:</u></i>					
1	Enhancements to Required Waterfalls	EA	6	<u>\$150,000.00</u>	<u>\$900,000.00</u>
2	Water Wall Within Central Park	LS	1	<u>\$1,000,000.00</u>	<u>\$1,000,000.00</u>
3	Landscape Enhancements in the River Walk Amenity Area including sculptures and special lighting	9	1	<u>\$300,000.00</u>	<u>\$300,000.00</u>
<i>Subtotal River Walk Enhancement:</i>					<u>\$2,200,000.00</u>

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, DETERMINING THE CONFORMITY OF CERTAIN SPECIAL AMENITIES WITH THE PROVISIONS OF THE 2013 DEVELOPMENT AGREEMENT, AS AMENDED, GOVERNING THE RIVER WALK AT CENTRAL PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas, 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 Texas Local Government Code; and,

WHEREAS, on or about August 4, 2008, the Town and a previous developer entered into a Development Agreement which addressed various development issues related to the River Walk and provided for the payment of certain fees, the timing of certain construction and the dedication of certain property, among others; and,

WHEREAS, on the 21st day of August, 2013, the Town Council entered into an amended Development Agreement (the "2013 Development Agreement"), which adopted certain sections of a previous 2008 Development Agreement while amending others; and;

WHEREAS, the 2013 Development Agreement contemplates the construction of certain Special Amenities by the Developer in consideration for the reimbursement by the Town from River Walk Public Improvement District bond proceeds of certain Public Improvement costs incurred by Developer; and,

WHEREAS, the Developer has completed certain Special Amenities and the 2013 Development Agreement requires a determination of conformity of the amenities with the 2013 Development Agreement, as amended, by the Town Council, prior to the reimbursement by the Town from River Walk Public Improvement District bond proceeds;

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

SECTION 1

The Town Council of the Town of Flower Mound, Texas, pursuant to the provisions of the 2013 Development Agreement, as amended, hereby determines that the Special Amenities described in the attached and incorporated Exhibit "A" conform to the provisions of Paragraph 6 of the 2013 Development Agreement, as amended. This determination shall not constitute a determination of conformity with respect to any Special Amenities not described in Exhibit "A," hereof.

SECTION 2

This Resolution shall become effective from and after its passage.

RESOLUTION NO. ____

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF _____ TO _____, ON THIS ____ DAY
OF _____, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: March 20, 2017

FROM: Chuck Russell, Town Planner

ITEM: Consider a request (MISC17-0002 - Victory Retail Parking Deviation) for a deviation to the required parking spaces in excess of 20 percent as outlined in Section 82-73, Computing parking and loading requirements, of the Code of Ordinances. The property is generally located north of Flower Mound Road and east of Morriss Road. *(The Planning and Zoning Commission recommended denial by a vote of 6 to 0 at its February 27, 2017, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. No changes or new information has been received since that meeting.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report

LEGAL REVIEW: N/A

DRAFT MOTION: Move to approve a request (MISC17-0002 - Victory Retail Parking Deviation) for a deviation to the required parking spaces in excess of 20 percent as outlined in Section 82-73, Computing parking and loading requirements, of the Code of Ordinances.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: February 27, 2017

FROM: Chuck Russell, Town Planner

ITEM: Consider a request (MISC17-0002 - Victory Retail Parking Deviation) for a deviation to the required parking spaces in excess of 20 percent as outlined in Section 82-73, Computing parking and loading requirements, of the Code of Ordinances. The property is generally located north of Flower Mound Road and east of Morriss Road. *(This item was tabled at the January 23, 2017, meeting.)*

This item was tabled at the January 23, 2017, Planning and Zoning Commission (P&Z) meeting to allow the applicant additional time to address concerns raised about the amount of on-site parking being provided and whether it would be adequate to serve the development (see staff report below). The applicant has requested to be re-scheduled for consideration and has stated:

- They vetted the angled parking solution and did not gain any spaces
- They worked with the owner of Lot 2 for a shared parking agreement and got a firm no from the owner.
- They have been working for any potential solution and will present their case as best as possible.

The staff report below is unchanged from the January 23, 2017, report.

I. ITEM SUMMARY

This application has been reviewed by DRC and, aside from the requested deviation, has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request a deviation to required parking on the subject property in accordance with Section 82-73 of the Town's Code of Ordinances. Section 82-73, entitled "Computing parking and loading requirements," states in part:

- Deviation of required spaces. The amount of parking can be reduced or increased by 20 percent. **Deviations in excess of 20 percent must be**

accompanied by a parking study and approved by the town council. Any approved parking in excess of 20 percent must be mitigated. Mitigation can be achieved by the use of pervious paving, increased landscaping, increased stormwater treatment, or other method to reduce the impact of the increased parking.

On December 15, 2014, the Town Council approved a site plan for the subject property (SP14-0023) to develop a building containing 37,600 square feet of retail and restaurant uses. The building is complete and is in the tenant finish out phase. According to the approved site plan, the tenant mix was intended to be 77.7 percent retail uses (29,370 square feet) and 22.3 percent restaurant uses (8,236 square feet).

The Town Code requires one space per 250 square feet of retail floor area and one space per 75 square feet of restaurant floor area or 229 total parking spaces based on the approved ratio. The approved site plan contains 183 parking spaces that have now been constructed, which is a 20 percent reduction in the amount of required spaces and within the 20 percent deviation allowed (see above).

The applicant is now requesting a 6.3 percent (2,550 square feet) increase in the ratio of restaurant uses to 28.6 percent (10,786 square feet) with a corresponding reduction in retail space. The total amount of required parking per the Town Code is 252 parking spaces with this increase. The request would exceed the allowable 20 percent parking deviation by 7.4 percent or 23 parking spaces. In other words, the applicant's proposed number of parking spaces would be 27.4 percent below what is required by the Town Code.

According to the applicant, the attached parking study (Attachment B(2)) concluded that 29,370 square feet retail and 8,236 square feet of restaurant uses only required 157 total parking spaces (Based on Institute of Transportation Engineers 9th Edition (ITE)). Therefore, it is the applicant's position that the Town Code requires 25 more parking spaces than what their study states is actually needed and the 23 spaces that exceed the 20 percent deviation are warranted. The applicant also stated in their Letter of Intent (Attachment A(2)) that "the impervious area has already been mitigated for this site with the original site plan and corresponding civil construction documents".

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

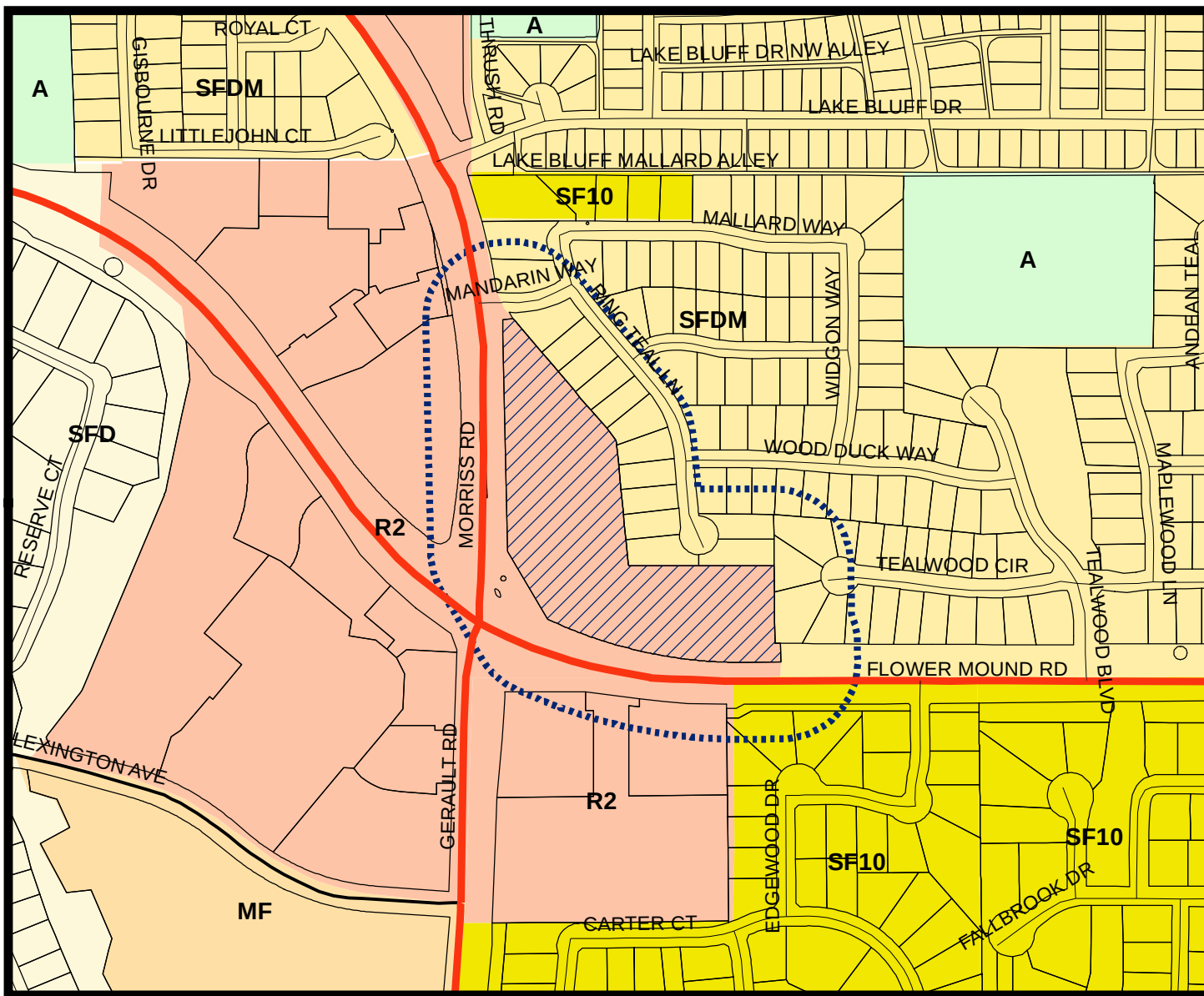
B. Application Details

1. Approved Site Plan
2. Parking Study

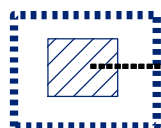


Vicinity Map

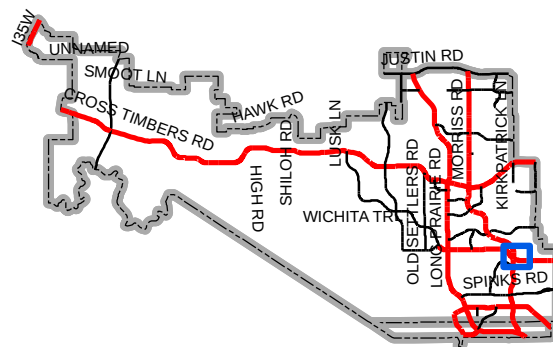
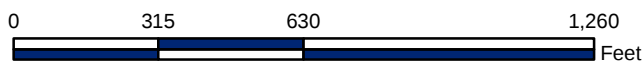
Reference Project: MISC17-0002



LEGEND



Subject Property



Map Location

January 17, 2017

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

**RE: Victory @ FM 3040 Parking Analysis Waiver
Lot 2, Block 1, Victory Retail at FM 3040 & Morriss Addition**

Dear Ms. Srinarasi:

On behalf of the owner and developer of 0.87 acres along FM 3040 in Flower Mound, Texas, I would like to submit a parking analysis and a formal request for parking waiver. The parking has already been constructed for this site. The waiver request would simply be based on the specific uses within the building and how they are calculated. A parking study has been performed and uses the Urban Land Institute of Traffic Engineers standards. The impervious area has already been mitigated for this site with the original site plan and corresponding civil construction documents.

Please don't hesitate to contact me at 817-488-4960 if you have any questions.

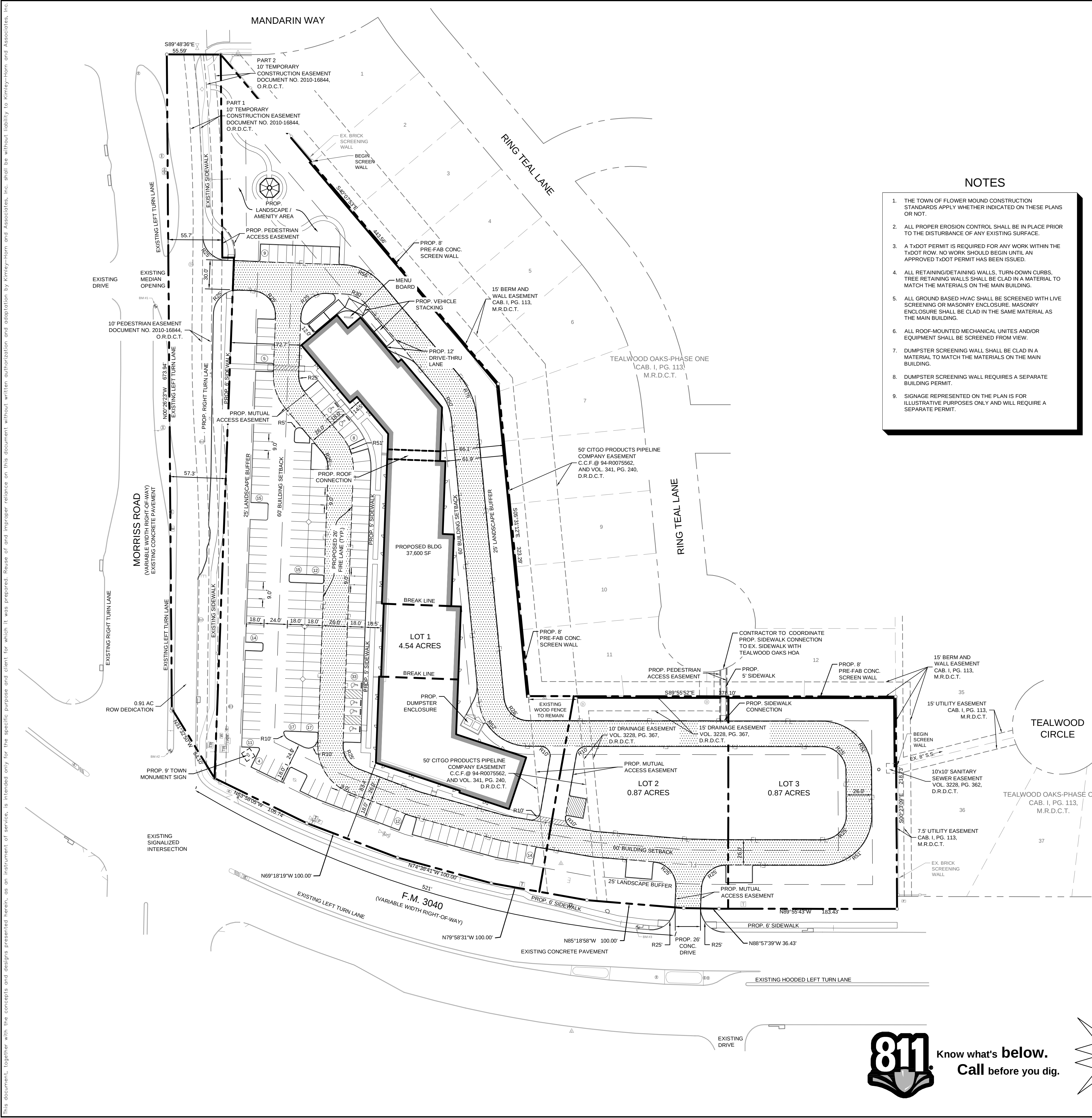
Sincerely,

Patrick Filson, P.E.

DATE: 12/03/2014
DRAWN BY: JEH
CHECKED BY: JEH
DESIGNED BY: JEH
SCALE: AS SHOWN
DATE: DEC 03, 2014
PROJECT: 064475200
KHA PROJECT

IMAGES: 12/03/2014
LAYOUT: 12/03/2014
PLOT: 12/03/2014
DWG NAME: C:\SITE PLANS\140315\140315.PLT

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

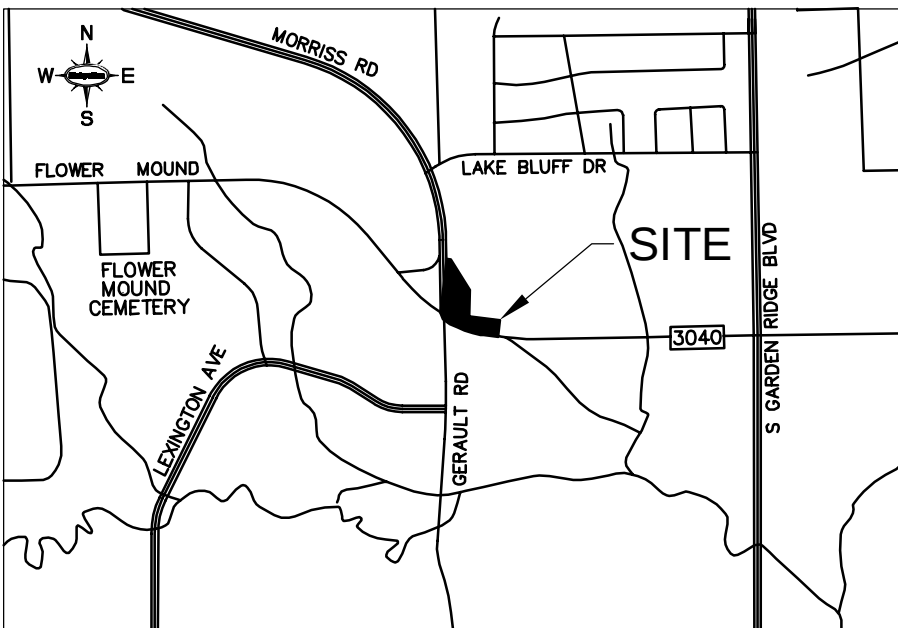
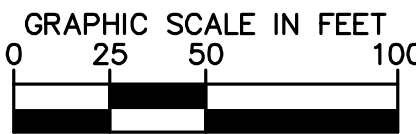
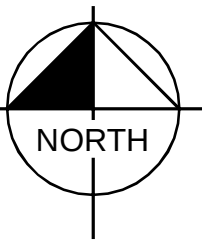


NOTES

1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
2. ALL PROPER EROSION CONTROL SHALL BE IN PLACE PRIOR TO THE DISTURBANCE OF ANY EXISTING SURFACE.
3. A TxDOT PERMIT IS REQUIRED FOR ANY WORK WITHIN THE TxDOT ROW. NO WORK SHOULD BEGIN UNTIL AN APPROVED TxDOT PERMIT HAS BEEN ISSUED.
4. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
6. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
7. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
8. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
9. SIGNAGE REPRESENTED ON THE PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND WILL REQUIRE A SEPARATE PERMIT.

SITE DATA TABLE

PHYSICAL ADDRESS	NEC OF MORRIS ROAD AND F.M. 3040	
GROSS SITE AREA	5.45 AC. / 237,461 S.F.	
NET SITE AREA	4.54 AC. / 197,606 S.F.	
ZONING	RETAIL - 2	
CURRENT USE	PD - 51 FOR RETAIL - 2 USES	
LOT COVERAGE DATA		
BUILDING COVERAGE	19.0% / 37,605 S.F.	
IMPERVIOUS AREA	63.1% / 124,642 S.F.	
PERVIOUS AREA	36.9% / 72,964 S.F.	
PARKING SUMMARY	REQUIRED	PROVIDED
SURFACE PARKING		
RETAIL: 77.7%	117	
RESTAURANT: 22.3%	112	
TOTAL PARKING	229	183
20% ALLOWANCE	183	
BUILDING DATA		
BUILDING	1 STORY	
PEAK HEIGHT	32 FEET	
MEAN HEIGHT	21 FEET	
TOTAL SQUARE FOOTAGE	37,600 S.F.	



VICINITY MAP
N.T.S.

LEGEND

PROPERTY LINE	---
FIRE LANE STRIPING	---
SETBACK (BUILDING AND LANDSCAPE)	---
FIRE LANE HATCH	---
PARKING COUNT	(15)

DEVELOPER:

VICTORY @ FM 3040, LLC
825 WEST ROYAL LANE
SUITE 250
IRVING, TX 75039
CONTACT: KRIS RAMJI, MANAGER
PHONE: 972-707-9555

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.
12750 MERIT DR
SUITE 1000
DALLAS, TX 750251
CONTACT: JOSEPH HELMBERGER, P.E.
PHONE: 972-770-1329

REVIEWED

TOWN OF FLOWER MOUND
Released for Construction
Date _____

Town of Flower Mound
Engineering Services Division



Know what's below.
Call before you dig.

CAUTION!!

CONTRACTOR IS TO VERIFY
PRESENCE AND EXACT
LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION.

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 12/08/2014
T C 12/15/2014
SEE FILE FOR CONDITIONS SP14-0023

PROPOSED MIXED USE
DEVELOPMENT
FOR
VICTORY RETAIL @ FM 3040 & MORRIS

SITE PLAN

KHA PROJECT
064475200
DATE
DEC 03, 2014
SCALE
AS SHOWN
DESIGNED BY
JEH
DRAWN BY
BAG
CHECKED BY
JEH

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn
Engineer: JOSEPH E. HELMBERGER
P.E. No. 69040 Date 12/03/2014

Kimley-Horn

12750 MERIT DRIVE, SUITE 1000, DALLAS, TX 75251
PHONE: 972-770-1300 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX 1428

REVISIONS

DATE

BY

SHEET NUMBER
C-01

NEC OF MORRIS RD AND FM 3040, FLOWER MOUND, TEXAS

Parking Study

for

Victory Retail

Prepared

Kirkman Engineering

November 21, 2016

By



INTERIM REVIEW ONLY

This document is not for permit or construction.

Name: Cameron L. Williams, P.E.

License: 110416

Date: 11/21/16

TBPE Firm Registration No. 257

Cameron L. Williams, P.E., PTOE, PTP

TABLE OF CONTENTS

Introduction	1
Study Area Conditions	1
Lot 1	1
Trip Generation	2
Town of Flower Mound Parking Requirements	3
Provided Parking Requirements	3
Shared Parking analysis	3
Conclusions and recommendations	4
Appendix	5

LIST OF TABLES

Table 1. Land Use Data	1
Table 2. Trip Generation Data	2
Table 3. AM Peak Hour – Internal and External Trips	2
Table 4. PM Peak Hour – Internal and External Trips	2
Table 5. Victory Retail – Required Parking	3
Table 6. Victory Retail – Proposed Parking	3
Table 7. Shared Parking Analysis	4

INTRODUCTION

At the request of Kirkman Engineer, Binkley & Barfield, Inc. (BBI) has completed a parking study for the proposed development called Victory Retail which is located at the northeast corner of FM 3040 and Morriss Road in the Town of Flower Mound. This report documents the results of that study including: study area conditions, analyses, and recommendations. Provided in the Appendix is a proposed site plan.

STUDY AREA CONDITIONS

The proposed development is bounded by FM 3040 on the south, Morriss Road on the west, and a residential development called Tealwood Oaks on the north. There is a small are retail centers on each of the other three quadrants of the FM 3040 and Morriss Road intersection. The remaining surrounding area is largely single-family residential. The proposed development consists of restaurant and retail land uses. Provided below is a summary of the proposed development.

LOT 1

Lot 1 is 4.54 acres and has a total building area of 37,606 square feet which consists of 29,370 square feet of retail, 5,236 square feet of restaurant (sit-down), and 3,000 square feet of fast food restaurant which includes a drive-thru lane. This land use data is summarized in **Table 1**.

Table 1. Land Use Data

Land Use	Development Segment	ITE Code	Units	Quantity
Lot 1	Retail (Shopping Center)	820	SF	29,370
	High Turnover (Sit-Down) Restaurant	932	SF	5,236
	Fast-Food Restaurant with Drive-Thru	934	SF	3,000

There are two additional lots, Lot 2 and Lot 3, which are undeveloped and adjacent to the proposed development. Both Lot 2 and Lot 3 are 0.87 acres in size. The required parking for these lots are not included in the analyses of this report as their land uses are unknown at this time.

TRIP GENERATION

Estimated vehicle trip ends to and from the study area were calculated utilizing trip generation rates and characteristics collected and compiled by the Institute of Transportation Engineers (ITE) in the ninth edition of their trip generation manual. **Table 2** has been prepared to summarize the associated trip generation data and the calculated trips that are anticipated to be generated by the proposed land uses.

Table 2. Trip Generation Data

Land Use (ITE Code)	Daily (vpd)	AM Peak (vph)			PM Peak (vph)		
		Total	Enter	Exit	Total	Enter	Exit
Shopping Center (820)	1,254	28	17	11	109	52	57
High Turnover Restaurant (932)	666	57	31	26	52	31	21
Fast-Food Restaurant with Drive-Thru (934)	1,488	136	69	67	98	51	47
Totals:	3,408	221	117	104	259	134	125

Utilizing NCHRP Internal Trip Capture Rates, an internal trip capture analysis was completed for the proposed development. **Table 3** and **Table 4** summarize the development's internal and external trips for the AM and PM Peak Hours respectively.

Table 3. AM Peak Hour – Internal and External Trips

Land Use	Enter			Exit		
	Internal	External	Total	Internal	External	Total
Retail	1	16	17	1	10	11
Restaurant/Drive-Thru	1	99	100	1	92	93
Total	2	115	117	2	102	104

Table 4. PM Peak Hour – Internal and External Trips

Land Use	Enter			Exit		
	Internal	External	Total	Internal	External	Total
Retail	26	26	52	17	40	57
Restaurant/Drive-Thru	17	65	82	26	42	68
Total	43	91	134	43	82	125

Based on the information in **Table 3** and **Table 4**, the internal trip capture for the site is 1.8% and 33% in the AM and PM Peak Hours respectively.

TOWN OF FLOWER MOUND PARKING REQUIREMENTS

The Town of Flower Mound “Off-Street Parking and Loading Requirements” states the following regarding retail and restaurant parking:

- Restaurant: 1 space per 75 square feet.
- Retail: 1 space per 250 square feet

Based on this information, **Table 5** summarizes what is understood to be the required parking spaces per the “Off-Street Parking and Loading Requirements”.

Table 5. Victory Retail – Required Parking

Area	Parameter	Retail	Restaurant	Drive-Thru	Totals	Equivalent Rate
Lot 1	SF	29,370	5,236	3,000	37,606	6.06
	Parking	118	70	40	228	per 1,000 SF

PROVIDED PARKING REQUIREMENTS

The proposed development is requesting a variance from the Town of Flower Mound’s parking requirements. **Table 6** summarizes the parking being proposed by the development.

Table 6. Victory Retail – Proposed Parking

Area	Parameter	Retail	Restaurant	Drive-Thru	Totals	Equivalent Rate
Lot 1	SF	29,470	5,236	3,000	37,706	4.83
	Parking	-	-	-	182	per 1,000 SF

The proposed parking in **Table 6** represents a 20% reduction in the required parking per the Town of Flower Mound code.

SHARED PARKING ANALYSIS

The Urban Land Institute (ULI) provides a rates and methodologies for calculating shared parking for multi-use developments. Some broad assumptions which included the following:

- Visitors require 90% of the gross leasable space
- Employees require 10% of the gross leasable space
- Weekend parking ratios
- Noon time of day adjustments
- December monthly adjustments
- Non-captive ratio of 90%

The 90/10 split on the visitor/employee usage of space is felt to be conservative. Also, the day of the week, time of the day, and ratios and adjustments selected represent what are expected to be the busiest times of the week, day, and month. Per the ULI Shared Parking manual, “Non-captive ratio is an estimate of the percentage of parkers at a land use in a mixed-use development or district who are not already counted as being parked at another of the land uses.”

Table 7 represents the full development of Lot 1. As can be seen, based on these assumptions, which should represent the busiest time of the week, day, and month, the proposed parking is adequate.

Table 7. Shared Parking Analysis

Land Use	Person	SF	Parking Ratio	Base Parking Need	Monthly Adj.	Time of Day Adj.	Non-Captive	Adjusted Need
Family Restaurant	Visitor	4,712	12.75	61	100%	100%	90%	55
	Employee	524	2.25	2	100%	100%	90%	2
Fast Food	Visitor	2,700	12	33	100%	100%	90%	30
	Employee	300	2	1	100%	100%	90%	1
Retail	Visitor	26,433	3.2	85	100%	85%	90%	66
	Employee	2,937	0.8	3	100%	100%	90%	3
Total:				185	Total:		Total:	157

CONCLUSIONS AND RECOMMENDATIONS

The proposed land uses should create a mixed-used development and as such, the land uses will benefit from internal trip capture as well as shared used parking. This internal trip capture aspect of the site, should reduce the parking demand. This reduced demand is expected to range between 1% and 33% depending on the day of the week and time of day.

The shared used parking guidelines from ULI indicated the proposed development provides adequate parking for even the anticipated busiest times of the day, week, and year. This analysis indicated that 157 spaces would be adequate which is less than the proposed 182 spaces. The 157 spaces is approximately 31% of the 228 required by ordinance which is similar the 33% internal trip capture stated above.

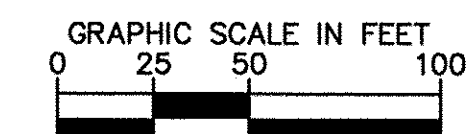
In summary, based on the proposed land uses and assumptions stated in the report the proposed 182 spaces should be adequate. Furthermore, per calculations from the ULI shared used parking guidelines the parking could be reduced to 157 spaces or the square footage of the land uses could be increased and the parking would still be adequate.

APPENDIX

CONCEPT/SITE PLAN1 PAGE

ITE TRIP GENERATION SHEETS.....1 PAGE

ITE INTERNAL CAPTURE CALCULATION SHEET1 PAGE



LEGEND	
PROPERTY LINE	
FIRE LANE STRIPING	
SETBACK (BUILDING AND LANDSCAPE)	
FIRE LANE HATCH	
PARKING COUNT	(15)

VICTORY @ FM 3040, LLC
825 WEST ROYAL LANE
SUITE 250
IRVING, TX 75039
CONTACT: KRIS RAMJI, MANAGER
PHONE: 972-707-9555

KIMLEY-HORN AND ASSOCIATES, INC.
12750 MERIT DR
SUITE 1000
DALLAS, TX 750251
CONTACT: JOSEPH HELMBERGER, P.E.
PHONE: 972-770-1329

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date 1/22/15

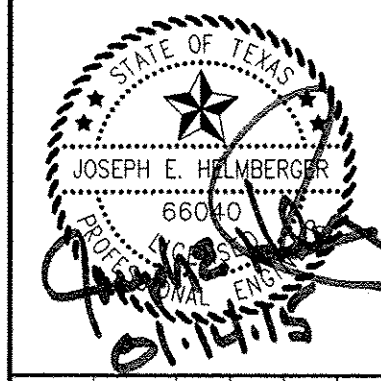

Town of Flower Mound
Engineering Services Division

REVIEWED
Town of Flower Mound
Planning Services
By CA [Signature]
Date 1/22/15

CONTRACTOR IS TO VERIFY
PRESENCE AND EXACT
LOCATION OF ALL UTILITIES
PRIOR TO CONSTRUCTION.

1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
2. ALL PROPER EROSION CONTROL SHALL BE IN PLACE PRIOR TO THE DISTURBANCE OF ANY EXISTING SURFACE.
3. A TxDOT PERMIT IS REQUIRED FOR ANY WORK WITHIN THE TxDOT ROW. NO WORK SHOULD BEGIN UNTIL AN APPROVED TxDOT PERMIT HAS BEEN ISSUED.
4. ALL RETAINING/DETAINING WALLS, TURN-DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR MASONRY ENCLOSURE. MASONRY ENCLOSURES SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
6. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
7. DUMPSITE SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
8. DUMPSITE SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
9. SIGNAGE REPRESENTED ON THE PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND WILL REQUIRE A SEPARATE PERMIT.

Kimley»Horn



KHA PROJECT	DATE	SCALE	AS SHOWN	DESIGNED BY	JEH	DRAWN BY	BAG	CHECKED BY	JEH
064475900	DEC 23, 2014								

SITE PLAN

PROPOSED MIXED USE
DEVELOPMENT
FOR
VICTORY RETAIL @ FM 3040 & MORRISS

SHEET NUMBER
C-01

NEC OF MORRIS RD AND FM 3040, FLOWER MOUND, TEXAS

Trip Generation Summary

Alternative: Alternative 1

Phase:

Open Date: 11/15/2016

Project: Flower Mound Parking Study

Analysis Date: 11/15/2016

		Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
ITE	Land Use	★	Enter	Exit	Total	★	Enter	Exit	Total	★	Enter	Exit	Total
820	CENTERSHOPPING 1		627	627	1254		17	11	28		52	57	109
	29.37 Gross Leasable Area 1000 SF												
932	RESTAURANTHT 1		333	333	666		31	26	57		31	21	52
	5.24 Gross Floor Area 1000 SF												
934	FASTFOODDT 1		744	744	1488		69	67	136		51	47	98
	3 Gross Floor Area 1000 SF												
Unadjusted Volume			1704	1704	3408		117	104	221		134	125	259
Internal Capture Trips			0	0	0		2	2	4		43	43	86
Pass-By Trips			0	0	0		33	33	66		36	36	72
Volume Added to Adjacent Streets			1704	1704	3408		82	69	151		55	46	101

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 2 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 33 Percent

★ - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 9th Edition, 2012

TRIP GENERATION 2014, TRAFFICWARE, LLC

Internal Capture Report - Alternative 1

AM & PM Peak Hour

Project: Flower Mound Parking Study

Open Date: 11/15/2016

Analysis Date: 11/15/2016

AM		Entering Trips				Exiting Trips			
Category		Internal	External	Total	Percent	Internal	External	Total	Percent
Cinema		0	0	0	0%	0	0	0	0%
Hotel		0	0	0	0%	0	0	0	0%
Office		0	0	0	0%	0	0	0	0%
Residential		0	0	0	0%	0	0	0	0%
Restaurant		1	99	100	1%	1	92	93	1%
Retail		1	16	17	6%	1	10	11	9%
All Other Land Uses		0	0	0	0%	0	0	0	0%
Totals		2	115	117	2%	2	102	104	2%

PM		Entering Trips				Exiting Trips			
Category		Internal	External	Total	Percent	Internal	External	Total	Percent
Cinema		0	0	0	0%	0	0	0	0%
Hotel		0	0	0	0%	0	0	0	0%
Office		0	0	0	0%	0	0	0	0%
Residential		0	0	0	0%	0	0	0	0%
Restaurant		17	65	82	21%	26	42	68	38%
Retail		26	26	52	50%	17	40	57	30%
All Other Land Uses		0	0	0	0%	0	0	0	0%
Totals		43	91	134	32%	43	82	125	34%



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: March 20, 2017

FROM: Richard Brown, Senior Planner

ITEM: Public Hearing to consider a request for a Specific Use Permit No. 449 (SUP17-0002 – Zoom Dry Cleaning) to permit a cleaning/laundry facility with on-site plant, and to consider adopting an ordinance providing for said amendment. The property is generally located north of Flower Mound Road and East of Morriss Road. *(The Planning and Zoning Commission recommended approval by a vote of 5 to 1 at its March 13, 2017, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. Additional correspondence not included in the P&Z agenda packet has been attached as Attachment 3. During the applicant's presentation, they indicated an error was made in the preparation of the Letter of Intent related to the function of loading/unloading of garments to a van for delivery to/from customers. As such, the revised Letter of Intent has been attached as Attachment 4. Lastly, the Planning and Zoning Commission recommended an additional provision for the ordinance providing for this use to limit the number and configuration of access doors to be located on the east (rear) façade. This provision is noted in the draft ordinance, Attachment 2.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance
3. Additional Correspondence
4. Revised Letter of Intent

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

DRAFT MOTION: Move to approve Specific Use Permit No. 449 (SUP17-0002 – Zoom Dry Cleaning) to permit a cleaning/laundry facility with on-site plant, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: March 13, 2017

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for a Specific Use Permit No. 449 (SUP17-0002 – Zoom Dry Cleaning) to permit a cleaning/laundry facility with on-site plant. The property is generally located north of Flower Mound Road and East of Morriss Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

The purpose of this application is to request approval of a Specific Use Permit (SUP-449) to provide for a cleaning/laundry facility with on-site plant to occupy a portion of the multi-tenant retail building on Lot 1 within the Victory at FM 3040 development. The property is zoned Planned Development District-51 (PD-51) for Retail District-2 (R-2) uses. The proposed use is permitted subject to a Specific Use Permit.

The development consists of three lots. On December 15, 2014, the Town Council approved a site plan (SP14-0023) to develop a 37,600-square-foot retail building on Lot 1 and a companion record plat (RC14-0022) to create the three above referenced lots. This first phase of development includes the retail building, the required infrastructure and landscaping for the entire development, and the amenity at the north end of the site which includes a gazebo, seating area, and additional landscaping.

On April 25, 2016, the Planning and Zoning Commission approved a site plan for a 5,900-square-foot medical office building on Lot 2. Lot 3 (approximately 37,872 square feet of land area) remains undeveloped at this time. Access to the property will continue to be provided by existing ingress/egress points along both Flower Mound Road and Morris Road (one each) as well as platted mutual access easements that serve all three lots.

This applicant will occupy 2,774 square feet of floor area within Lot 1's multi-tenant retail building. No revisions are being proposed to the approved landscape plan for the subject property. As the applicant is proposing double-sliding customer access doors along the west façade and two roll-up doors (4' x 8' and 8' x 8') on the east façade, an amended site plan application will be required to provide for these improvements prior to permit review for the proposed use.

In considering the additional access doors proposed on the building's east façade, staff has some concern as to noise generated through these openings that could impact the residential uses to the east. As such, staff has recommended provisions that will ensure the use of these doors is minimized, thereby lessening any intrusion on the residential area. Specifically,

- 1) Except for employee access, servicing of equipment, and emergencies, all access doors on the east façade must remain closed.
- 2) All loading and unloading of garments is only permitted through the main customer entrance located on the west façade.
- 3) Hours of operation for all functions of the use are limited to 7:00 a.m. to 7 p.m., Monday through Friday, and 8:00 a.m. through 5 p.m., Saturday.

III. CORRESPONDENCE

The Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property for all Specific Use Permit requests. At the time this report was written, staff had received correspondence relative to the request, which is provided as Attachment C(1) to this material.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

B. Application Details

1. Previously Approved Site Plan

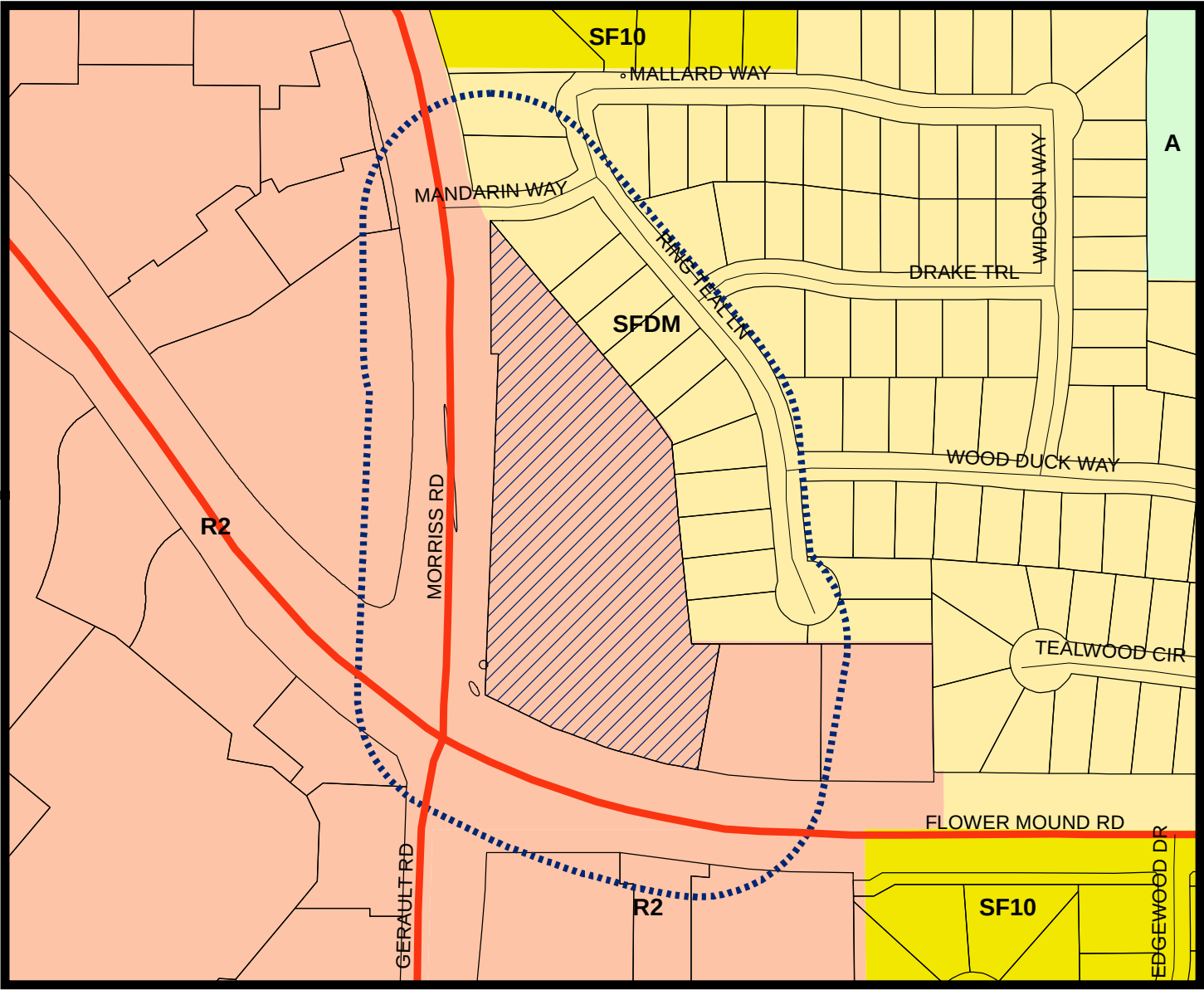
C. Correspondence

1. Correspondence in Opposition



Vicinity Map

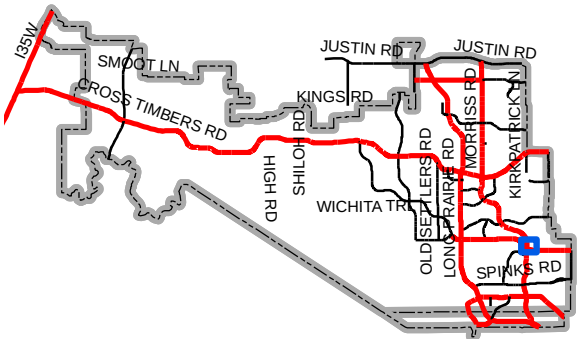
Reference Project: SUP17-0002



LEGEND

- Agriculture
- Retail 2
- Single Family 10
- Single Family Density Medium

- Subject Property
- 200 ft Notification Buffer around Property



Map Location



February 10, 2017

Members of City Counsel
City of Flower Mound
1001 Cross Timber Rd #2330
Flower Mound, TX 75028

Re: Zoom Dry Cleaning

Thank you for assisting us with our project located at 1050 Flower Mound Rd #190, Flower Mound, TX 75028. We came to write this letter of intent to seek an approval of **"Cleaning/ Laundry shop with on-site plant"** from the city of Flower Mound for 2774 sf (0.063 acres) of Zoom Dry Cleaning.

Zoom Dry Cleaning is the state of art, environmentally friendly dry cleaning facility providing laundry service at one low price for all garments. Our business hour is 7 am to 7 pm on Monday through Friday, 8 am to 5 pm on Saturday. We close the store on Sunday.

The dry cleaning machines are the latest generation and technology with completely closed loop. Dry cleaning solvent Zoom uses is DF-2000 which is an environmentally friendly dry cleaning fluid manufactured by Exxon-Mobil Corporation. Please refer to attached DF-2000 specification.

Each machine will house about 80 gallon of solvent. Each machine is factory built with a spill containment plan even though the actual dry solvent is needed, it is pumped directly into the machine. Daily number of employee is 6-8 people.

The main overhead door is to permit access to the site pre-opening for purposes of unloading and installing large equipment, i.e. double buck shirt press, which will not fit through the standard doors. Post opening, the door allows access to the plant so that our delivery van can on and off load during inclement weather to minimize possible harm to garments. It also allows more efficient operation.

The overhead door to the boiler room allows us to service, remove and replace large pieces of equipment there, i.e. boiler, after the boiler room fire walls and door are in place. Except for employee/ service access and deliveries. The access door and roll-up doors on the rear façade will remain closed at all times.

In determining locations for our establishment, we believe Zoom Dry Cleaning will be compatible with this area and will be an excellent support service for this community. Zoom Dry Cleaning seeks to answer the customer's demand by supplying excellent services at value pricing. Zoom Dry Cleaning will stay focused on their changing needs to maintain their loyalty.

Sincerely,



Duncan Kim, President

Bear Design-Build

2695 Villa Creek Dr. #110, Dallas, TX 75234

(T) 469-682-7038

DF-2000™ fluid for dry cleaning

Dry cleaning is a service built on trust – the trust consumers give to a cleaner for proper care of their best apparel. Because some fabrics require special attention and offer no room for compromise on quality, ExxonMobil Chemical has developed **DF-2000™¹** synthetic hydrocarbon fluid, an effective and environmentally friendly alternative to solvents such as perchloroethylene.



DF-2000™ fluid: a reliable alternative

DF-2000 is virtually odorless and can be used with sensitive fabrics. It also helps remove oil, grease and pigment soil from garments.

Coupled with the proper equipment and specially designed additives and processes, DF-2000 delivers an excellent cleaning performance that's safe for workers.

Advantages of DF-2000 fluid

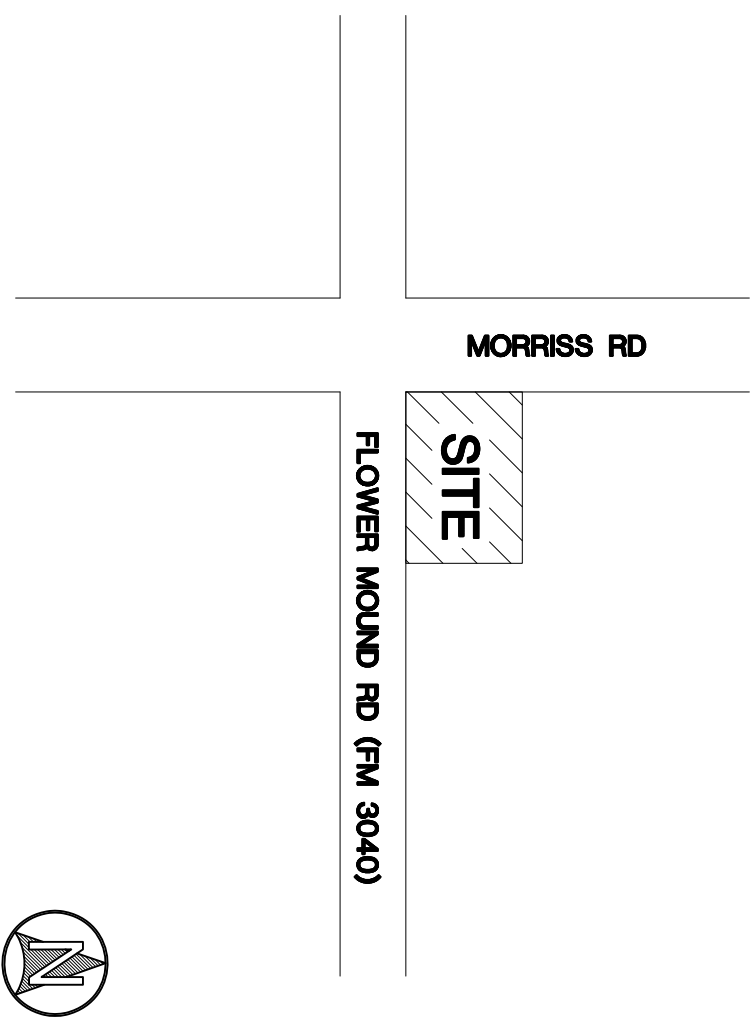
- Can be used with many sensitive fabrics and trim
- Removes oil and grease (solvent soluble soil)
- Aids in removing water-soluble soil with an effective detergent
- Virtually odorless
- Compatible with fabric-finish additives for restoring body to garments

Available only in the Americas, DF-2000 fluid is manufactured to meet high standards of consistency and purity for a quality result every time, and it remains stable through multiple distillation and reclamation cycles.

PREPARED BY
BEAR DESIGN-BUILD, INC. (ATTN: DUNCAN KIM)
2886 VILLA CREEK DR. #10, DALLAS, TEXAS 75234
TEL) 468-885-7088

PROPERTY OWNER
VICTORY RETAIL @ FM 3040, LLC
A TEXAS LIMITED LIABILITY CORPORATION
8001 LAJ FREEMWAY STE 400, DALLAS, TX 75281
TEL) 972-707-9655

VICINITY MAP



SYMBOL KEY

- ① DUMPSTER AREA PER TOWN OF FLOWER MOUND SPECIFICATIONS
- ② GROSSWALK/ PED. CROSSING TYPICAL
- ③ TYPICAL ACCESSIBLE PARKING SPACE AND SIGNAGE (TPP)
- ④ LANDSCAPE AREA

DIMENSION NOTE

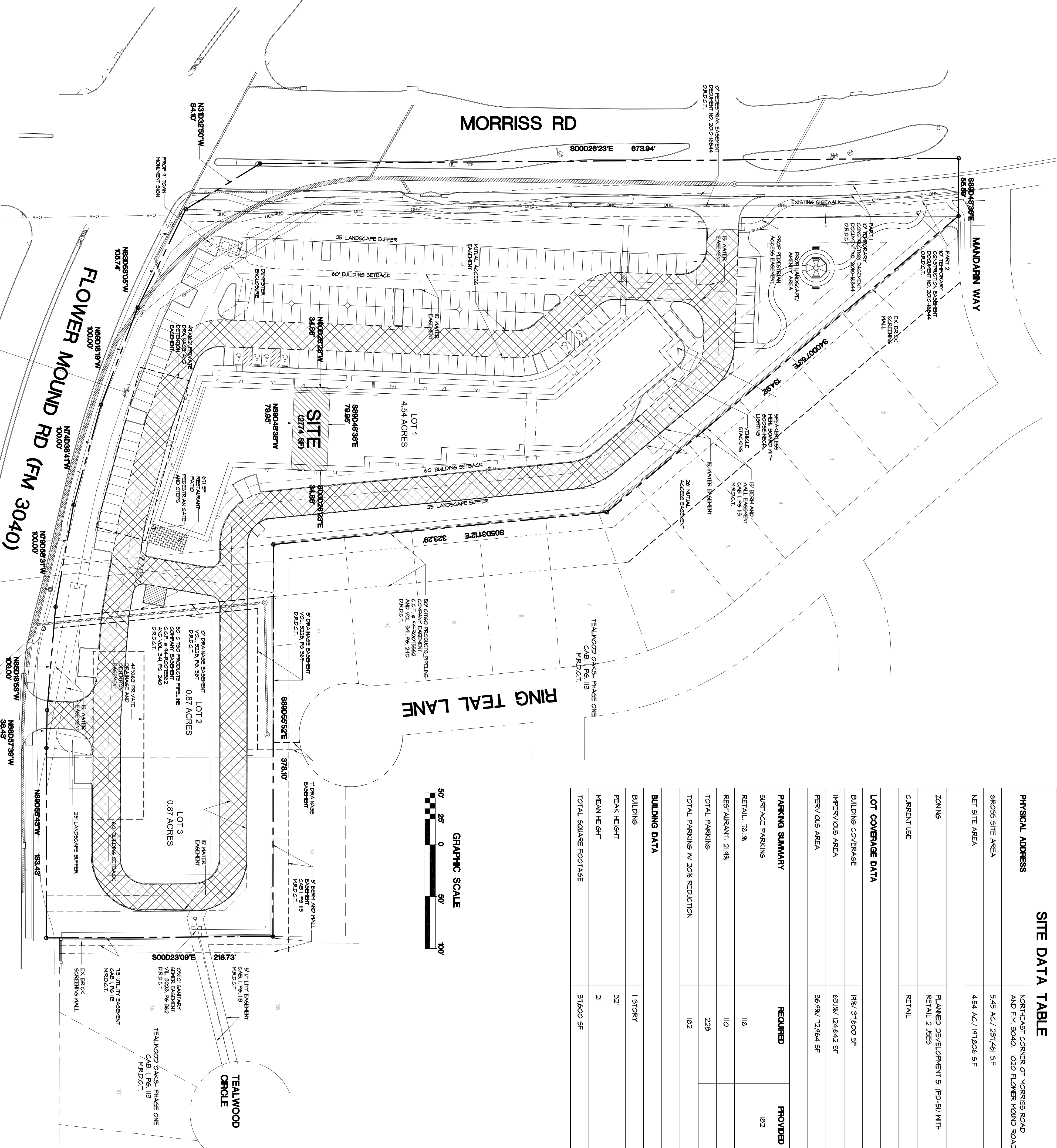
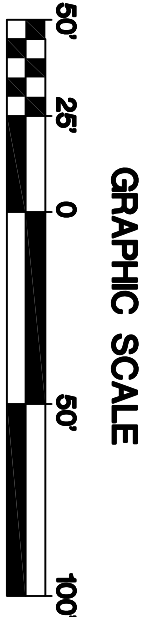
ALL DIMENSIONS FROM THE FACE OF CURB UNLESS NOTED OTHERWISE

GENERAL NOTES:

1. THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
2. ALL PROPER EROSION CONTROL SHALL BE IN PLACE PRIOR TO THE DISTURBANCE OF ANY EXISTING SURFACE.
3. A TIEOUT PERMIT IS REQUIRED FOR ANY WORK WITHIN THE TIEOUT FROM NO WORK SHOULD BEGIN UNTIL AN APPROVED PERMIT HAS BEEN ISSUED.
4. ALL RETAINING/RETENTION WALLS TURN DOWN CURBS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL AS THE MAIN BUILDING.
5. ALL GROUND BASE HVAC SHALL BE SCREENED WITH LIVE SCREENINGS OR HAZARDNET ENCLOSURE. HAZARDNET ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
6. ALL ROOF MOUNTED MECHANICAL UNITS AND EQUIPMENTS SHALL BE SCREENED FROM VIEW.
7. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MAIN BUILDING.
8. DUMPSTER SCREENING WALL REQUIRES A SEPARATE PERMIT.
9. SIGNAGE REPRESENTED ON THE PLANS IS FOR ILLUSTRATIVE PURPOSES ONLY AND REQUIRE A SEPARATE PERMIT.

SITE DATA TABLE

PHYSICAL ADDRESS		NORTHEAST CORNER OF MORRIS ROAD AND FM 3040, 1020 FLOWER MOUND ROAD	
GROSS SITE AREA		5.45 AC / 237,140 SF	
NET SITE AREA		4.54 AC / 197,006 SF	
ZONING		PLANNED DEVELOPMENT 51 (PD-51) WITH RETAIL 2 USES	
CURRENT USE		RETAIL	
LOT COVERAGE DATA			
BUILDING COVERAGE		14% / 37,600 SF	
IMPERVIOUS AREA		63.1% / 124,642 SF	
PERVIOUS AREA		36.9% / 72,494 SF	
PARKING SUMMARY		REQUIRED	PROVIDED
SURFACE PARKING			182
RETAIL: 18.1%		116	
RESTAURANT: 2.4%		110	
TOTAL PARKING		226	
TOTAL PARKING W/ 20% REDUCTION		182	
BUILDING DATA			
BUILDING	1 STORY		
PEAK HEIGHT	32'		
MEAN HEIGHT	21'		
TOTAL SQUARE FOOTAGE		37,600 SF	



NOTES: 1. ALL MATERIALS SHALL MEET CITY STANDARDS.
2. ALL SIGNS, LIGHTING, LANDSCAPES SHALL COMPLY WITH THE ORDINANCES OF THE CITY OF FLOWER MOUND.

01 SITE PLAN

1"=50'



VICTORY AT
FM 3040- LOT 1
FLOWER MOUND
TEXAS

SITE PLAN

2701-18 A1.01
208 VCL SHEET

From: al haddad

Sent: Wednesday, March 8, 2017 11:07 AM

To: Richard Brown <richard.brown@flower-mound.com>

Subject: SPECIFIC USE PERMIT NO. 449 (SUP17-0002) ZOOM DRY CLEANING

**Re: SPECIFIC USE PERMIT NO. 449 (SUP17-0002) ZOOM DRY
CLEANING**

Dear Mr. Richard Brown,

Thanks for the notice you sent us regarding the above referenced matter. We live behind the shopping center of the propose dry cleaning. We emphatically oppose to the permit requested by Zoom Dry Cleaning. We have children and we are very well acquainted with the danger associated with toxins emitted from these plants including the environmentally friendly chemicals.

Best regards,

**Al & Wesson Haddad
917 Wood Duck way
Flower Mound 75028**

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 449 (SUP-449) FOR A CLEANING/LAUNDRY FACILITY WITH ON-SITE PLANT ON CERTAIN PROPERTY DESCRIBED AS 4.536 ACRES OF LAND AND BEING ALL OF LOT 1, BLOCK 1, OF THE VICTORY RETAIL AT FM 3040 & MORRIS ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 51 (PD-51) WITH RETAIL DISTRICT-2 (R-2) USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound heretofore adopted the Land Development Regulations of the Town of Flower Mound, as amended, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 4.536 acres of land and being all of Lot 1, Block 1, of the Victory Retail at FM 3040 & Morris Addition has filed an application for a Specific Use Permit for a cleaning/laundry facility with on-site plant; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas held a public hearing on March 13, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on March 20, 2017, with respect to the Specific Use Permit described herein; and,

WHEREAS, the Town has complied with all requirements of Chapter 211 of the Local Government Code, Chapter 78 of the Land Development Regulations, and all other laws dealing with notice, publication and procedural requirements for the approval of a Specific Use Permit on the property; and,

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town of Flower Mound and will promote the health, safety and general welfare of the citizens of the Town of Flower

Mound and the general public.

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

SECTION 1

The Land Development Regulations of the Town of Flower Mound, Texas, as amended, are hereby amended on the hereinafter described property and area as shown below:

4.536 acres of land and being all of Lot 1, Block 1, of the Victory Retail at FM 3040 & Morris Addition, Denton County, Texas.

Specific Use Permit No. 449 for a cleaning/laundry facility with on-site plant, subject to the following conditions:

- 1) Except for employee access, servicing of equipment, and emergencies, all access doors on the east façade must remain closed.
- 2) Access to the Property for servicing of equipment is limited to the 8 foot by 8 foot roll-up door, only.
- 3) Loading and unloading of garments is only permitted through the main customer entrance located on the west façade.
- 4) Hours of operation for all functions of the use are limited to 7:00 a.m. to 7 p.m., Monday through Friday, and 8:00 a.m. through 5 p.m., Saturday.
- 5) The number and configuration of additional access doors on the east façade is limited to the following:
 - a) One 8 foot by 8 foot roll-up door; and,
 - b) One double-wide single door.

SECTION 2

The official map of the Town of Flower Mound is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Specific Use Permit, as set forth above.

SECTION 3

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town of Flower Mound.

SECTION 4

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

SECTION 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

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound 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 of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

All rights and remedies of the Town of Flower Mound are expressly saved as to any and all violations of the provisions of the Land Development Regulations or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 9

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

Ordinance No. _____

Page 4

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF
_____, 2017.

APPROVED:

Thomas E. Hayden, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

From: Stuart Kissner

Sent: Monday, March 13, 2017 2:39 PM

To: Cindi Price <cindi.price@flower-mound.com>; Richard Brown <richard.brown@flower-mound.com>

Subject: Re: P&Z email addresses

Hello,

I am writing to let you know I oppose the dry cleaners that is up for approval on the Victory Retail site at the corner of Morriss and FM Road.

Thank you,

-Stuart Kissner

From: Renee Doyle

Sent: Monday, March 13, 2017 4:00 PM

To: Richard Brown <richard.brown@flower-mound.com>

Subject: Specific Use Permit No. 449 (SUP17-0002 – Zoom Dry Cleaning)

Good Afternoon Planning and Zoning Commissioners,

I am writing to you today as I have just become aware of the Specific Use Permit No. 449 (SUP17-0002 – Zoom Dry Cleaning) and not because of the signage outside the location (Which I did walk the location today and saw the sign for the first time.).

I do not feel that the residents were given fair notice on whether they support this or not because of noticing and due to the fact that this is Spring Break and many of the residents are not home and for that I am currently asking that you table this item until the next P & Z meeting. This would give time to properly notice the rest of the residents of Tealwood Oaks and to place the signage correctly at the street where it should have been in the first place.

Respectfully,

Renee Doyle





March 15, 2017

Members of City Counsel
City of Flower Mound
1001 Cross Timber Rd #2330
Flower Mound, TX 75028

Re: Zoom Dry Cleaning

Thank you for assisting us with our project located at 1050 Flower Mound Rd #190, Flower Mound, TX 75028. We came to write this letter of intent to seek an approval of **“Cleaning/ Laundry shop with on-site plant”** from the city of Flower Mound for 2774 sf (0.063 acres) of Zoom Dry Cleaning.

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Each machine will house about 80 gallon of solvent. Each machine is factory built with a spill containment plan even though the actual dry solvent is needed, it is pumped directly into the machine. Daily number of employee is 6-8 people.

The main overhead door is to permit access to the site pre-opening for purposes of unloading and installing large equipment. There is no delivery service. The access door and roll-up door on the rear façade will remain closed at all times.

Sincerely,



Duncan Kim, President
Bear Design-Build
2695 Villa Creek Dr. #110, Dallas, TX 75234
(T) 469-682-7038

DF-2000™ fluid for dry cleaning

Dry cleaning is a service built on trust – the trust consumers give to a cleaner for proper care of their best apparel. Because some fabrics require special attention and offer no room for compromise on quality, ExxonMobil Chemical has developed DF-2000™¹ synthetic hydrocarbon fluid, an effective and environmentally friendly alternative to solvents such as perchloroethylene.



DF-2000™ fluid: a reliable alternative

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Coupled with the proper equipment and specially designed additives and processes, DF-2000 delivers an excellent cleaning performance that's safe for workers.

Advantages of DF-2000 fluid

- Can be used with many sensitive fabrics and trim
- Removes oil and grease (solvent soluble soil)
- Aids in removing water-soluble soil with an effective detergent
- Virtually odorless
- Compatible with fabric-finish additives for restoring body to garments

Available only in the Americas, DF-2000 fluid is manufactured to meet high standards of consistency and purity for a quality result every time, and it remains stable through multiple distillation and reclamation cycles.



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: March 20, 2017

FROM: John Habern, Parks, Trails and Landscape Specialist

ITEM: Public Hearing to consider a request to amend the Land Development Regulations (LDR17-0001 – Landscaping) by amending Chapter 82, Article V, Division 2, entitled “Landscaping,” of the Town’s Code of Ordinances to allow for the use of aggregates and inorganic materials as ground cover, and to consider adopting an ordinance providing for said amendment. *(The Planning and Zoning Commission recommended approval by a vote of 6_ to 0_ at its March 13, 2017, meeting.)*

BACKGROUND INFORMATION: Attached is the Planning and Zoning Commission (P&Z) report and backup for this item. During the P&Z public hearing, some minor changes were brought forward by a member of the audience for consideration. After review and discussion, Town staff stated they anticipated no problem in incorporating the changes, with the exception of the following: 1) they recommended leaving in the restriction in 1(d) related to synthetic turf; and 2) they recommended leaving in the reference in 2(e) that the material be washed, but to replace the word “and” with “or.” Also, staff agreed to address the point of clarification regarding applicability to engineering codes within the ordinance, independent of the Code section language.

The attached ordinance reflects the changes recommended at P&Z.

ATTACHMENTS:

1. Planning and Zoning Commission Staff Report
2. Draft Ordinance

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

DRAFT MOTION: Move to approve a request to amend the Land Development Regulations (LDR17-0001 – Landscaping) by amending Chapter 82, Article V, Division 2, entitled “Landscaping,” of the Town’s Code of Ordinances to allow for the use of aggregates and inorganic materials as ground cover, and adopt an ordinance providing for said amendment.



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: March 13, 2017

FROM: John Habern, Parks, Trails & Landscape Specialist

ITEM: Public Hearing to consider a request to amend the Land Development Regulations (LDR17-0001 - Landscaping) by amending Chapter 82, Article V, Division 2, entitled "Landscaping," of the Town's Code of Ordinances to allow for the use of aggregates and inorganic materials as ground cover.

I. ITEM SUMMARY

There are no outstanding issues associated with this request.

This application will require final action by the Town Council.

II. APPLICATION ANALYSIS

On [September 15th 2016](#), staff conducted a work session with Town Council to discuss the need to review the Town's landscape standards to address the use of aggregates (rock, stone, and/or decomposed granite) in landscaped areas within the Town. Staff was given direction to move forward in developing standards on the design, installation, and maintenance of such areas.

Discussions with representatives of the local development community, engineers, landscape architects, and benchmark cities enabled staff to provide a comprehensive assessment in order to develop a set of standards. A benchmark city survey was conducted, as well as a look at several cities' landscape standards outside of the DFW metroplex including Austin, Round Rock and Pflugerville, Texas. Staff met with the Planning and Zoning Commission for a work session on [February 13, 2017](#), to gain feedback and direction in order to prepare draft standards.

The Town's intent for these new standards is to provide detail on the appropriate use of aggregate and inorganic material within the Town as an option to the traditional use of grass as cover within landscaped areas. New projects will be able to use these new standards with any site plan application. Existing developments can also utilize the new standards when submitting an amended landscape plan for administrative approval. Further, staff will work with any property to transition to the new standards.

Attachment 1 contains a redline version of the amendment language proposed to be added as a new Sec. 82-247, entitled "Aggregate or Inorganic Materials."

III. CORRESPONDENCE

The Town Code requires public notice in a newspaper of general circulation (Denton Record Chronicle) for all Land Development Regulation amendments. At the time this report was written, staff had not received additional correspondence.

IV. ATTACHMENTS

1. Draft Redline Ordinance

DIVISION 2. - LANDSCAPING

Sec. 82-241. - Street yard landscaping.

All undeveloped areas of the street yard shall be landscaped. In addition, each lot or building tract shall be required to provide landscaped areas within the street yard equal to the following minimum amount:

- (1) A minimum of 20 percent of the street yard of each lot or tract shall be landscaped.
- (2) A minimum of 50 percent of the street yard of each lot or tract with frontage on a scenic or country roadway shall be landscaped.
- (3) Landscaping required to satisfy other provisions of this article and lying within the street yard may be used to satisfy the requirements of this section.

(Code 1989, ch. 12, § 5.03(d)(1))

Sec. 82-242. - Street buffer landscaping.

The area of the lot adjacent to the street right-of-way line and extending into the lot for a minimum width as provided in subsections (1)—(3) of this section shall be landscaped, except for necessary driveways. Street buffer landscaped area shall be counted toward the street yard landscaping requirement.

- (1) The minimum width of the landscaped street buffer from the street right-of-way line adjacent to a scenic roadway shall be 50 feet.
- (2) The minimum width of the landscaped street buffer from the street right-of-way line adjacent to a principal or country roadway shall be 25 feet.
- (3) The minimum width of the landscaped street buffer from the street right-of-way line adjacent to all other streets shall be 15 feet.

(Code 1989, ch. 12, § 5.03(d)(2))

Sec. 82-243. - Parking area landscaping.

Landscaped areas shall be provided within off-street parking areas at a minimum ratio of 90 square feet per 12 parking spaces, provided that off-street parking areas on lots or building tracts adjacent to a scenic roadway shall be provided with 170 square feet of landscaped area per 12 parking spaces. However, notwithstanding the foregoing, churches and/or schools shall be required to provide landscaped areas within off-street parking areas at a minimum ratio of 45 square feet per 12 parking spaces. Landscaped areas within parking lots shall be counted toward the street yard landscaping requirement.

(Code 1989, ch. 12, § 5.03(d)(3))

Sec. 82-244. - Irrigation.

All required landscaped areas shall include an irrigation system to ensure the health and growth of the landscape. Medians, rights-of-way, visibility clips and other common areas that are landscaped shall be irrigated, with irrigation plans for such landscaped areas approved by the town prior to the acceptance of public improvements for the development.

(Code 1989, ch. 12, § 5.03(d)(4))

Sec. 82-245. - Maintenance requirements.

- (a) Landscaped areas shall be reasonably maintained by the owner or the lessee of the property, including pruning, trimming, watering and other requirements necessary to create an attractive appearance for the development.
- (b) Any plant material not surviving shall be replaced within 30 days of its demise. Variances because of seasonal requirements can be granted by the town manager or designated representative.
- (c) Lack of maintenance of required landscaping material shall constitute a violation of subpart B of this Code.

(Code 1989, ch. 12, § 5.03(c)(6))

Sec. 82-246. - Outdoor patios and seating areas.

Outdoor patios and seating areas associated with nonresidential uses shall be shown on a site plan and/or landscape plan. These regulations do not apply to sidewalks or other pedestrian spaces. An elevation drawing may be required to determine compliance with this section. In addition, outdoor patios and seating areas are subject to the following standards:

- (1) The area must be clearly defined as part of the plan. The area must be clearly defined through the use of ornamental fencing or similar fencing that is consistent and complementary to the building or development in which it is located. Outdoor patios and seating area for restaurants that serve alcoholic beverages shall be required to physically define the space by using one of the options listed herein above.
- (2) Additional elements such as roofs, arbors, trellises, tables, chairs, umbrellas and awnings, shall be consistent and complementary in material, design, and color to the building or development in which it is located.
- (3) The area shall not impede pedestrian circulation or encroach into a designated parking area or fire lane.

(Ord. No. 06-12, § 13, 2-20-2012)

Sec. 82-247. - Aggregate or Inorganic Materials

Aggregate or inorganic materials (AIM) may be used to satisfy the landscape requirements of this Article if such materials do not predominate over plant material. For the purposes of this requirement, the following more particularly describes the criteria applicable for use of AIM as a soil cover:

- 1) The use of AIM shall be restricted by the following requirements:
 - a. Coverage cannot exceed 20% of the total unpaved and unbuildable area on a site.
 - b. Substitution for soil as a planting medium is not allowed.
 - c. Placement over an entire island or landscape planting bed is not allowed.
 - d. Synthetic turf is restricted only to outdoor recreation and play areas.
- 2) The use of AIM shall comply with the following standards:
 - a. Installation must prevent migration of material over time.

- b. Slopes are limited to 5% gradient or less and the material must be sized appropriately to provide for slope stabilization.
 - c. Depth may not exceed 4" and shall be in conjunction with a minimum 6" soil base.
 - d. Size must be greater than the No. 4 Sieve (4.75 mm) and smaller than 3" diameter.
 - e. Material must be washed and screened and free of "fines" in order to aid in water infiltration.
 - f. Polypropylene and non-porous based weed barrier is strictly prohibited.
 - g. Subsurface drip irrigation is the only allowed type of irrigation.
- 3) Notwithstanding the foregoing, the Town may approve alternate plans and designs that comply with the intent of this section and that are in accordance with generally accepted industry standards.

Secs. 82-248—82-270. - Reserved.

TOWN OF FLOWER MOUND, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 82, ARTICLE V, DIVISION 2, OF THE CODE OF ORDINANCES BY ADDING A NEW SECTION 82-247 TO ADD STANDARDS RELATED TO THE ALLOWED USE OF AGGREGATE OR INORGANIC MATERIALS IN LANDSCAPED AREAS; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Flower Mound previously adopted Chapter 82, Article V, Division 2, of Subpart B, Land Development Regulations, of the Town of Flower Mound Code of Ordinances, as amended, which regulates Landscaping throughout the Town; and,

WHEREAS, the Town Council finds and determines that the regulations related to the materials permitted to be used in landscaped areas should be amended to allow the use of aggregate or inorganic materials; and,

WHEREAS, the Planning and Zoning Commission of the Town of Flower Mound, Texas, held a public hearing on March 13, 2017, and the Town Council of the Town of Flower Mound, Texas, held a public hearing on March 20, 2017, with respect to the Land Development Regulations Amendment 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 a Land Development Regulations Amendment;

WHEREAS, the Town Council finds that the amendment to Chapter 82 as outlined herein is in the best interest of the Town of Flower Mound and will promote the health, safety, and general welfare of the citizens of the Town of Flower Mound and the general public.

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

SECTION 1

A new Section 82-247, entitled "Aggregate or Inorganic Materials," is hereby added to Chapter 82, Article V, Division 2, of the Code of Ordinances, Town of Flower Mound, Texas, to read as follows:

"Sec. 82-247. - Aggregate or Inorganic Materials

Aggregate or inorganic materials (AIM) may be used to satisfy the landscape requirements of this Article if such materials do not predominate over plant material. For the purposes of this requirement, the following more particularly describes the criteria applicable for use of AIM as a soil cover:

- 1) The use of AIM shall be restricted by the following requirements:
 - a. Coverage cannot exceed 20% of the total open green space on a site, excluding decomposed granite pathways and patios.
 - b. Substitution for soil as a planting medium is not allowed.
 - c. Placement over an entire island or landscape planting bed is not allowed.
 - d. Synthetic turf is restricted only to outdoor recreation and play areas.
- 2) The use of AIM shall comply with the following standards:
 - a. Installation shall mitigate migration of material over time.
 - b. Material must be sized appropriately to provide for slope stabilization.
 - c. Depth may not exceed 4 inches.
 - d. Size must be greater than the No. 4 Sieve (4.75 mm) and smaller than 3 inches in diameter.
 - e. Material must be washed or screened and free of "fines" in order to aid in water infiltration.
 - f. Polypropylene and non-porous based weed barrier is strictly prohibited.
 - g. Subsurface drip irrigation is the only allowed type of irrigation in bed areas covered with AIM.
- 3) Notwithstanding the foregoing, the Town may approve alternate plans, designs, and materials that comply with the intent of this section and that are in accordance with generally accepted industry standards."

SECTION 2

The aggregate or inorganic material (AIM) standards described herein apply only to the landscape standards set forth within the Land Development Regulations of the Town of Flower Mound, Texas. Notwithstanding anything to the contrary herein, all engineering codes, guidelines, and construction details shall remain in effect and applicable pursuant to the Code of Ordinances of the Town of Flower Mound, Texas, as amended.

SECTION 3

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

SECTION 4

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 5

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

SECTION 6

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Flower Mound 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 of the Town of Flower Mound. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 7

The Town Secretary of the Town of Flower Mound is hereby directed to publish the caption in the official newspaper of the Town of Flower Mound as required by Section 3.07 of the Charter of the Town of Flower Mound.

SECTION 8

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

ORDINANCE NO. _____

Page 4

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF
_____, 2017.

APPROVED:

Thomas E. Hayden, **MAYOR**

ATTEST:

Theresa Scott, **TOWN SECRETARY**

Town Council Future Agenda Items



SCHEDULED	3/23/2017	Work Session	Joint work session with the Transportation Commission to discuss the Town's Thoroughfare Plan.
	4/3/2017	Presentation	Recognition to Keep Flower Mound Beautiful (KFMB) for their recent Spring Trash Off Event and sponsors
		Consent	Consider approval of the purchase of creek bank stabilization and erosion control services, associated with the Bakers Branch Stabilization at 1804 Doubletree Trail project, to Knight Erosion Control, Inc., a sole source provider, in the total amount of \$91,039.00.
		Consent	Consider approval of Change Order No. 1 for the Twin Coves Park Improvements project, through the Construction Manager at Risk (CMR) Agreement with Dean Electric, Inc. dba, Dean Construction, at a not to exceed amount of \$400,000.00, for a total CMR contract value of \$3,280,871.91; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of Change Order No. 5 in the amount of \$14,557.08 and final acceptance with Basic IDIQ Inc., for the Western Operations and Maintenance Facility (Temporary Fire Station No. 6) project, authorization for final payment to Basic IDIQ Inc., in the amount of \$69,576.31; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of the purchase of creek bank stabilization and erosion control services, associated with Wichita Creek, to Knight Erosion Control, Inc., a sole source provider, in the amount of \$19,999.00 for the Creek Bank Stabilization at 3100 River Hill Drive, and the amount of \$44,999.00 for the Creek Bank Stabilization at 5105 River Hill Drive.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on March 20, 2017.
		Regular	Public Hearing to consider a request for a Comprehensive Sign Package (CSP17-0001 – Stryker Industrial) for Stryker Industrial to allow a painted roof sign. The property is generally located east of Lake Forest Boulevard, between Lakeside Parkway and Silveron Boulevard. (The Planning and Zoning Commission recommended by a vote of to at its March 27, 2017, meeting.)
		Regular	Consider a request for a Site Plan (SP16-0022 - Jerry's Express Car Wash) to develop a car wash with an exception to Section 82-302, Compatibility buffer, and an exception to Section 82-303, Compatibility setback, of the Code of Ordinances. The property is generally located at the northeast corner of Spinks Road and Long Prairie Road. (The Planning and Zoning Commission recommended by a vote of to at its March 27, 2017, meeting.)

SCHEDULED	4/17/2017	Presentation	Graduation Day - Flower Mound Citizens Academy - Class of 2017
		Consent	Long Prairie 12-Inch Water Line CO1 and Final Acceptance.
		Consent	Sagebrush Drive Change Order 5 and Final Acceptance.
		Consent	Consider approval to purchase materials and installation for the renovation of the Police Department's Locker and Shower areas, for the Police and Courts Facility Upgrades project, from XXX, a State of Texas Co-Op Contract participant; in the amount of \$XXX.
		Consent	Consider approval of the purchase of Horton C4500 Medic for the Fire and Emergency Services Department through the Texas Local Government Purchasing Cooperative Program; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval to purchase materials and installation for the renovation of the Police Department's Jail areas, for the Police and Courts Facility Upgrades project, from XXX, a State of Texas Co-Op Contract participant; in the amount of \$XXX.
		Consent	2016-2017 Playground Equipment Replacement - Oak Park.
		Consent	2016-2017 Playground Equipment Replacement - Grove Park.
		Consent	2016-2017 Playground Equipment Replacement - Glenwick Park.
		Consent	Consider approval to purchase materials and installation for the renovation of Fire Station No. 1's crew showers and mechanical areas, for the Fire Station No. 1 Facility Upgrades project, from XXXX, a State of Texas Co-Op Contract participant; in the amount of \$XXXX.
		Regular	PLACEHOLDER
	4/20/2017	Work Session	Presentation and discussion regarding the Town requirements and process for Traffic Impact Analyses
	5/1/2017	Consent	FM 2499 & FM 3040 Water Line Crossing Change Order 2 and Final Acceptance.
		Consent	Lakeside Lift Station and Force Main Change Order 3 and Final Acceptance.
		Consent	FM2499 12-Inch Water Line Ph III CO1 and Final Acceptance.
		Consent	Heritage Park Phase III Construction Award.
	5/15/2017	Consent	Heritage Park Phase III - Testing Award

SCHEDULED 5/15/2017 Regular Placeholder: Canvass May 6, 2017 Election

Regular Bradford Park Development Agreement.

6/5/2017 Consent 2015 Street Reconstruction (Canterbury Lane & Superior Place)

Consent FM 2499 / Gerault Drainage and Intersection Construction Award.

Consent Shady Point Acres Water Main Replacement Construction Award.

Consent 2016-17 CIP Amendment 5

Consent FM 1171 @ FM 2499 Eastbound Right Turn Lane Construction Award.

Consent Town Hall GMP

Consent Oak Street Lift Station and Force Main Change Order No. 3 and Final Acceptance.

6/15/2017 Work Session Presentation and discussion on the Town's floodplain standards

6/19/2017 Consent Consider approval of the engagement letter with Pattillo, Brown & Hill, L.L.P., to perform external auditing services for the fiscal year ending September 30, 2017; and authorization for the Mayor to execute same on behalf of the Town.

Consent Consider approval of an Interlocal Cooperation Agreement with Denton County for the assessment and collection of ad valorem taxes for the period beginning October 1, 2017 and ending September 30, 2018, subject to renewal for an additional one-year term, and authorization for the Mayor to execute same on behalf of the Town.

8/7/2017 Consent Consider accepting the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2017, and ending September 30, 2018.

Consent Consider accepting the submission of the notice of an effective tax rate of \$_____ per \$100 assessed valuation and a rollback tax rate of \$_____ per \$100 assessed valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018.

Consent Consider proposing a maximum tax rate of \$0._____ per \$100 valuation for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and scheduling August 21, 2017, public hearings on the budget and tax rate, September 5, 2017, public hearing on the tax rate, and scheduling the September 18, 2017, adoption of said budget and tax rate; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.

SCHEDULED	8/7/2017	Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to schedule a public hearing for August 21, 2017, on the Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to schedule a public hearing for August 21, 2017, on the Flower Mound Crime Control and Prevention District budget and to schedule a meeting for September 18, 2017, to take action on the proposed budget; with each meeting to be held at 6:00 PM, at Town Hall, located at 2121 Cross Timbers Road.
		Consent	Consider approval of an ordinance establishing the 2017 certified appraisal roll.
	8/17/2017	Work Session	Hold a discussion and provide direction regarding the FY 2017-2018 Proposed Budget, including Community Support funding.
	8/21/2017	Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
		Regular	Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider the Flower Mound Fire Control, Prevention, and Emergency Medical Services District proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Public Hearing by the Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider the Flower Mound Crime Control and Prevention District proposed budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
	9/5/2017	Regular	Public Hearing to consider a tax rate of \$0._____ per \$100 assessed valuation.
	9/18/2017	Regular	Consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018, and for each fiscal year thereafter until otherwise provided, at the rate of \$0._____ per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Flower Mound as of January 1, 2017.

SCHEDULED	9/18/2017	Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District to consider approval of a resolution adopting the Town of Flower Mound Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Town Council acting as the Board of Directors for the Town of Flower Mound Crime Control and Prevention District to consider approval of a resolution adopting the Town of Flower Mound Crime Control and Prevention District budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018.
		Regular	Consider approval of an ordinance adopting the budget for the fiscal year beginning on October 1, 2017, and ending on September 30, 2018, and making appropriations for each fund and department.
FUTURE		Presentation	Public Information Act and Open Records Request review and discussion.
		Consent	Fire Station #7 Design Award.
		Consent	Consider approval for Waste Water Treatment Plant Administrative Building Renovation