

MEETING
Town of Little Elm
100 W Eldorado Parkway
Little Elm, Texas 75068-5060

214-975-0404
<http://www.littleelmtx.us>

Workshop and Regular Meeting

Tuesday, May 1, 2012 - 6:00 PM
Town Council Chambers
100 West Eldorado Parkway
Little Elm, TX 75068

1. Call to Order Council Work Shop at 6:00 p.m.
 - A. Items to be withdrawn from Consent Agenda.
 - B. Emergency Items if posted.
 - C. Request by the Town Council for items to be placed on the next regular council agenda for discussion, and recognition of excused absences.
 - D. Presentation of monthly updates from department heads concerning law enforcement activities, municipal court, customer service, emergency medical services, fire department response, fire prevention activities, emergency management, ongoing economic development projects, building permits, code enforcement activities, library activities, human resources updates, information technology report, revenue and expenditure report, street construction status, sanitation services, highway construction status, utility operations, parks and recreation activities, as well as facility and fleet updates.
 - E. Council to highlight items on the agenda needing further discussion or comments prior to the regular session.
2. Presentations and Announcements:
 - A. Recognition of Captain Leslie Smith. (Chief Rhodes) 5
 - B. Proclamation proclaiming May 25, 2012 as National Missing Children's Day as part of Little Elm, Texas' continuing efforts to prevent the abduction and sexual exploitation of children. (Texas Regional Office, National Center for Mission and Exploited Children) (Chief Rhodes) 6
3. Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.

4. Opening Prayer: Rev. Zeke Trezevant-New Life Community Church.
5. Pledge to the Flags:
 - A. United States Flag
 - B. Texas Flag:

Honor the Texas Flag I pledge allegiance to thee Texas,
one state under God, one and indivisible.
6. Public Comments: Persons may address the Town Council on any issue. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. Please observe the time limit of three (3) minutes. In accordance with the State of Texas Open Meeting Act, the council may not comment or deliberate such statements during this period, except as authorized by Section 551.072, Texas Government Code.
7. Consent Agenda: All matters listed under the Consent Agenda are considered to be routine by the Town Council and require little or no deliberation. There will not be a separate discussion of these items and the agenda will be enacted by one vote. If the Council expresses a desire to discuss a matter listed, that item will be removed from the consent agenda and considered separately:
 - A. Minutes of the April 17, 2012 Workshop and Regular Meeting. (Town Secretary) 7
 - B. Final Plat Frisco Hills, Phase 3A from Petitt Barraza, LLC, generally located south of Doe Creek and west of FM 423, in the ETJ. (Planning Manager) 13
 - C. Authorize final payment of \$74,547.15 to Site Planning Site Development, Inc. (S.P.S.D.) of Arlington, Texas to close out the Town's Eldorado Parkway Streetscape and Gateways Phase 1 Construction Contract, and authorize the Town Manager to execute the same. (Director of Development Services) 16
8. Reports and requests for Town Council consideration and appropriate action:
 - A. Discussion and Action to adopt Ordinance No. 1103 an Ordinance authorizing the issuance of "Town of Little Elm, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2012", providing for the payment of said certificate of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates; including the approval and execution of a Paying Agent/Registrar Agreement; the 34

- approval and distribution of a Preliminary Official Statement and Official Statement; and providing an effective date. (Finance Director)
- B. Discussion and Action to adopt Ordinance No. 1100 an Ordinance of the Town Council of the Town of Little Elm, Texas, amending Chapter 98, “Traffic and Vehicles,” of the Code of Ordinances of the Town of Little Elm by adding a new Article VIII, “operations of golf carts on public streets”; establishing definitions; establishing regulations for the operation of golf carts on public street; establishing exceptions; establishing a penalty; providing for a repeal of conflicting ordinances; providing a savings and a severability clause; providing for an effective date. (Police Chief) 37
 - C. Discussion and Action to adopt Ordinance No. 1101 an Ordinance of the Town Council of the Town of Little Elm, Texas, amending the Code of Ordinances of the Town of Little Elm, Texas, by adopting Section 70-4 relating to Urinating or Defecating in Public; providing a definition; providing for the repeal of conflicting ordinances; providing a severability clause; providing for an effective date. (Police Chief) 42
 - D. Discussion and Action to approve Surplus Right of Way Agreement between the developer, Rosebriar Little Elm, L.P., and the Town of Little Elm and authorize the Town Manager to execute for the same. (Director of Development Services) 46
 - E. Discussion and Action to approve an Engineering Task Order for the Surplus Right of Way services between the Town of Little Elm and Freese & Nichols for the amount of \$6,000.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services) 58
 - F. Discussion and Action to approve a Work Order to submit for a Farmer’s Market Grant to USDA between the Town of Little Elm and Blais & Associates for an amount not to exceed \$4,953 and authorize the Town Manager to execute a work order for the same. (Director of Development Services) 60
9. The Town Council to hold a Closed (executive) session meeting pursuant to Chapter 551, Texas Government Code, Vernon’s Texas Code Annotated, in accordance with the authority contained in:
 - A. Section 551.071: Consultation with Town Attorney to receive legal advice concerning legal matters and contemplated litigations.
 1. Tri-Dal, LTD v Town of Little Elm.
 10. Reconvene into Open Session: Discussion and consideration to take any action necessary as the result of the closed (executive) session.

- A. Section 551.071: Consultation with Town Attorney to receive legal advice concerning legal matters and contemplated litigations.

- 1. Tri-Dal, LTD v Town of Little Elm.

- 11. FYI: (All matters are provided to the Town Council for informational purposes only)

- A. Thank You from Steve Garst.

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- 12. Adjourn Work Shop and Regular Meeting.

Pursuant to the Texas Open Meeting Act, (Chapter 551, Texas Government Code), one or more of the above items will be taken or conducted in open session following the conclusion of the executive closed session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aide of service such as interpreters for the hearing impaired, reader or large print are requested to contact the secretary at 214-975-0404 two days prior to the meeting so appropriate arrangements can be made. **BRILLE IS NOT PROVIDED.**

Respectfully,

Town Secretary

This is to certify that the above notice was posted on the bulletin board at the Town Hall Center this 27th day of April 2012.

INSTITUTE FOR LAW ENFORCEMENT ADMINISTRATION



A DIVISION OF
THE CENTER FOR AMERICAN AND INTERNATIONAL LAW
5201 DEMOCRACY DRIVE • PLANO, TEXAS USA 75024-3561
PHONE: (972) 244-3430 • FAX: (972) 244-3431
WWW.THEILEA.ORG



April 16, 2012

Chief Waylan Rhodes
Little Elm Police Department
88 W. Eldorado Pkwy.
Little Elm, TX 75068

Dear Chief Rhodes:

As you know, on March 30, Leslie A. Smith, graduated from the 48th Management College at the Institute for Law Enforcement Administration. This intensive, eight-week program is designed to prepare law enforcement managers for leadership in the complex world of public service, and I am happy to report that Captain Smith distinguished herself over the course of this rigorous program. As a matter of fact, her overall final academic average was a commendable 95.5.

In addition to her academic accomplishments, I am pleased to let you know that Captain Smith represented your agency in a truly professional fashion. You must be very proud to have personnel like Captain Smith under your command, and I hope you will extend to her our appreciation and best wishes.

Thank you, Chief Rhodes, for your continued support of the Institute for Law Enforcement Administration. I hope you will let me know any time we can be of service and in the meantime, please be assured of our cooperation and assistance in all areas of mutual concern.

Sincerely,

T. Neil Moore, Ed.D.
Director

cc: Leslie A. Smith

Texas Regional Office, National Center for Missing & Exploited Children®
National Missing Children's Day

Whereas, according to the U.S. Department of Justice, in one year there were an estimated nearly 800,000 children missing; and

Whereas, there are an estimated 60,000 children reported missing in the state of Texas each year; and

Whereas, on average, there is an estimated average of 2,200 children reported missing to law enforcement agencies daily; and

Whereas, 58,200 of these children are victims of non-family abductions and more than 200,000 are the victims of family abductions; and

Whereas, the Texas Regional Office, National Center for Missing & Exploited Children® exists as a resource to help prevent child abduction and sexual exploitation; help find missing children; and assist victims of child abduction and sexual exploitation, their families, and the professionals who serve them. The National Center for Missing & Exploited Children's recovery rate has grown from 62% in 1990 to 96% of domestically missing children, but too many children still remain among the missing; and

Whereas, this special day is a time to remember those children who are missing and give hope to their families.

Now therefore be it resolved that, in partnership with the Texas Regional Office, National Center for Missing & Exploited Children and its collaborative organizations, Little Elm, Texas proclaims May 25 National Missing Children's Day.

Therefore, be it further resolved that Little Elm, Texas urges the participation of local government, law enforcement, schools, community-based organizations, and families in the protection and education of all individuals about child abduction and sexual exploitation, appropriate protective measures, and ways to respond and seek help from law enforcement, social services, and the Texas Regional Office, National Center for Missing & Exploited Children.

Therefore, be it further resolved that Little Elm, Texas encourages all individuals to Take 25 minutes to help children stay safer.

Therefore, be it resolved by Little Elm, Texas: That May 25, 2012, is set aside as National Missing Children's Day as part of Little Elm, Texas' continuing efforts to prevent the abduction and sexual exploitation of children.

*In official recognition whereof,
I hereby affix my signature this the
May 1, 2012*

SEAL

*Mayor,
Charles Platt
of Little Elm, Texas*

MINUTES
Town of Little Elm
214-975-0404
<http://www.littleelm.org>

WORKSHOP AND REGULAR TOWN COUNCIL MEETING
Tuesday April 17, 2012

Present: Charles Platt Mayor, Curtis Cornelious Mayor Pro-tem, Council members Richard Stevens, Stephanie Shoemaker, Brandon Gerard, and Bill Roebken. **Staff:** Doug Peach, Robert Brown, Kathy Phillips, Alan Dickerson, Diane Lawson, Dee Dee Hale, Jason Laumer, Dusty McAfee, Tony Chrisman, Kevin Mattingly, Waylan Rhodes, and Leslie Smith.

1. Call to Order Council Work Shop **at 6:00 p.m.**

- a. Items to be withdrawn from Consent Agenda. **NONE**
- b. Emergency Items if posted. **NONE**
- c. Request by the Town Council for items to be placed on the next regular council agenda for discussion, and recognition of excused absences. **NONE**
- d. Discussion regarding MDD-vs-Type A Sales Tax. **EDC Executive Director Jennette Killingsworth** informed the council of the following: **Type A Sales Tax:** (1) Area: City limits for purpose of promotion and development of new and expanded business enterprises to provide and encourage employment in the furtherance of public welfare, and create or retain full time jobs. (2) Projects: Authorized projects include land, buildings, equipment, facilities, and improvement associated with: Manufacturing & industrial facilities, Research & development facilities, Military facilities, Recycling facilities, Distribution centers, Small warehouse facilities, Primary job training facilities, Regional or national corporate headquarters facilities, and Infrastructural improvements. **Municipal Development District MDD:** (1) Area: City limits and ETJ for the purpose of financing development projects beneficial to the MDD. (2) Projects: Authorized projects include land, buildings, equipment, facilities, and improvements associated with: All Type A projects listed above as well as, A variety of recreational or community facilities, Affordable housing, Water supply facilities and water conservation programs, Business enterprises that create or retain primary jobs, and Business development in certain small municipalities. Comments per Attorney for EDC Jeff Moore: The first issue is the Type A sales tax would have to continue until all debts are paid. The LEEDC must pay all of its outstanding bonds and obligations before it can dissolve. Section 504.353(a) provides that “when the last of the Type A corporation’s obligations are satisfied, any remaining assets of the corporation shall be transferred to the authorizing municipality and the existence of the corporation is terminated.” Therefore, however long it takes to pay off the outstanding debts, bonds and obligations of the LEEDC will dictate how long it will take to dissolve the LEEDC. Once the LEEDC’s obligations are satisfied, the remaining assets are then transferred to the

Town's general fund. Additionally, any sales tax change would require a sales tax election held in May or November. It would take voter approval to make any sales tax change. The Type A sales tax could continue if the vote failed, and the ballot proposition was a joint ballot proposition to eliminate the Type A sales tax to adopt the MDD sales tax. The MDD sales tax is basically a Type B sales tax. Yet, it can be imposed in the Town limits as well as the ETJ. The Town Council appoints the directors. I think those are the highlights. There are no current rulings by the AG in regards to political subdivisions picking up a non-profit's debt. There are no guidelines that current state Type A debt can be transferred to MDD.

- e. Discussion on Cross Connection Control Program. **Public Works Director Kevin Mattingly** addressed this item: **Background:** Texas Commission on Environmental Quality requires an active cross connection control policy, as part of their ongoing efforts to provide safe, quality drinking water. As part of the 2010-2011 Fiscal Budget two positions were developed: Water Quality Specialist and Water Quality Technician. Following the hiring of these two positions the work began on developing a Cross Connection program and subsequent supporting documents such as; ordinance, customer inspection form, customer service inspection certificate, and Appendix A (Assessment of Hazard and Selection of Assemblies). During completion of the Ordinance and supporting documents, staff found the need to complete an impact survey/study from a cross-section of both commercial customers and the Town of Little Elm School District. Following is the out-come of the impact survey/study conducted. **Impact Survey Outcome:** Based on the Impact Survey conducted the need for a cross-connection Control Program is very apparent from the findings detailed on the Impact Assessment Worksheet. The findings showed there is a need to require updated annual testing costing \$175 for installation of multiple RPZ's, and assembly testing costing \$3,475. From the data collected and the age of commercial establishments the average needs would only require an updated annual testing to an existing cross connection device. **Implementation Timeline:** A realistic approach allowing phasing would be recommended based on severity of the associated risk posed by the site. Another contributing factor to the timeline is staffing levels and the availability of Water Quality personnel. The Little Elm ISD was determined to show to have the greatest financial impact and required devices will be phased in over a three year timeframe. New commercial sites will be issued requirements and placed on database. Kevin supplied Council a copy of the proposed Cross Connection Control Policy and proposed Ordinance No. 1098 adopting a Cross Connection Control Policy. The ordinance will be placed on the May 15th agenda for council consideration.
- f. Discussion on proposed Golf Cart Ordinance. **Police Chief Waylan Rhodes:** The proposed ordinance can reflect the Town's philosophy to maintain a quality of life that is in the best interest of the public health, safety and welfare of the citizens of Little Elm. It will address the operation of golf carts on public streets, establish definitions, establishing regulations for the operations of golf carts on public streets, and establish exceptions and prohibitions. After

discussion by council and changes to ordinance noted, Chief Rhodes stated he will bring back to council or consideration at a future meeting with the suggested changes, i.e. take out headlights, tail lights since only daytime use, and take out slow moving vehicles signage and reflectors needed. Keep mirror and parking brake stipulations. State law requires driver's license. List prohibited streets, etc.

- g. Presentation of monthly updates from department heads: **Finance Director Alan Dickerson** reported to council that staff would be going out for RFP's for auditing services. A budget kick-off meeting with department heads was conducted last week. He would have budget calendar to council soon. Staff is moving forward with the bond sales; and has closed out of RTI/Lobo project grant. Informed council that he, Dianne Lawson and Robin Bromiley had been to a GOAT conference in Austin and that Little Elm was on the radar; several people from other towns inquired about us. Public Works Director Kevin Mattingly reported the Courtesy Drop Site was still closed; staff will be hosting a Specialty Collection on May 12 for e-waste, document shredding and household hazardous waste. Stage 3 water restrictions had been reduced to allow for one (1) day a week, on residents trash day. The Water for Life Expo was a huge success with a full house for all three (3) seminars; all was very well received.
- h. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. **NONE**

- 2. **Presentations and Announcements:** Robert Medigovich/CWD Municipal Coordinator presented council with Community Waste Disposal Annual Review and picnic table that was constructed from 100% recyclable materials. He reported that the town recycled 2,255 tons; saving 38,335 trees, 9,245,500 kilowatt hours of electricity, 856,900 gallons of oil, and 15,785,000 gallons of water. He also reported on the numerous events in the town that CWD and their employee participated in.
- 3. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**
- 4. **Opening Prayer:** Pastor Curtis Cornelious-Praise Fellowship Worship Center.
- 5. **Pledge to the Flags:**
 - a. United States Flag
 - b. Texas Flag
- 6. **Public Comments:** Stan Hayes informed the council of the newly formed Little Elm Community Chorus. They would be performing on Sunday at 3:00 p.m. in Lewisville at the Medical Center of Lewisville Grand Theater. They will sign prior to the Turtle Creek Choir. He invited all to attend. They will also be performing at the Arts & Sound by the Lake event in May. They will be utilizing the new message boards for events and upcoming auditions.

7. Upon motion by Council member Cornelious and second by Council member Gerard the members **voted 6-0** to approve the Consent Agenda as presented:

- a. **Minutes** of the April 3, 2012 Workshop and Regular Meeting.
- b. **Authorize** Purchase of Front Deck Riding Mower from Professional Turf Products in the amount of \$20,995.36.

8. **Reports and requests for Town Council consideration and appropriate action:**

- a. Upon motion by Council member Cornelious and second by Council member Gerard the members **voted 6-0** to authorize the Town Manager to enter into Service Agreement Quote #Q120327MFM2 with Siemens to provide Service Calls and Acid Washes on as need basis for maintenance of Lo/Pro Air Scrubbers at Waste Water Treatment Plant.
- b. Upon motion by Council member Gerard and second by Council member Shoemaker the members **voted 6-0** to approve the Construction Project Change Order #5 in the amount of \$187,952.15 for the Town's Lobo Lane Improvement Project to Quality Excavation, Ltd. of Aubrey, Texas and authorize the Town Manager to execute the same.
- c. Upon motion by Council member Roebken and second by Council member Gerard the members **voted 6-0** to accept and approve Cash and Quarterly Investment Report for quarter ending March 31, 2012.
- d. Upon motion by Council member Cornelious and second by Council member Roebken the members **voted 6-0** to accept and approve Quarterly Budget Report for quarter ending March 31, 2012.

9. **The Town Council held a Closed (executive) session meeting at 7:33 p.m.** pursuant to Chapter 551, Texas Government Code, Vernon's Texas Code Annotated, in accordance with the authority contained in:

Section 551.087 Deliberation regarding Economic Development negotiations:

- (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
 - (2) Deliberate the offer of a financial or other incentive to a business prospect described by subsection (1).
- a. Town Center
 - 1. Tenant Lease Properties

- 2. Developer
- 3. Estimated Time Frame
- b. FM 423 at Little Elm Parkway
 - 1. Rosebriar
 - 2. UCD Development
- c. Healthcare Campus & Facilities

Section 551.071: Consultation with Town Attorney to receive legal advice concerning legal matters and contemplated litigations.

(1) Tri-Dal, LTD v Town of Little Elm.

10. **Reconvene into Open Session at 8:30 p.m.** Discussion and consideration to take any action necessary as the result of the closed (executive) session.

Section 551.087 Deliberation regarding Economic Development negotiations: **NO ACTION TAKEN**

- (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
- (2) Deliberate the offer of a financial or other incentive to a business prospect described by subsection (1).

- a. Town Center
 - 1. Tenant Lease Properties
 - 2. Developer
 - 3. Estimated Time Frame
- b. FM 423 at Little Elm Parkway
 - 1. Rosebriar
 - 2. UCD Development
- c. Healthcare Campus & Facilities

Section 551.071: Consultation with Town Attorney to receive legal advice concerning legal matters and contemplated litigations.

(1) Tri-Dal, LTD v Town of Little Elm. **NO ACTION TAKEN**

11. **FYI:** (All matters are provided to the Town Council for informational purposes only)

- a. Town Secretary Monthly Report for March 2012.
- b. Development Services Monthly Report for March 2012.
- c. Thank You to Police & Fire Department.
- d. Thank You to Fire Department.
- e. Public Works Monthly Report.

12. Adjourned Work Shop and Regular Meeting **at 8:30 p.m.**

Respectfully,



Town Secretary

PASSED AND APPROVED this _____ day of _____ 2012.

TOWN OF LITTLE ELM

Town Council

Staff Report



PROJECT: 12-FP-002 Frisco Hills, Phase 3A

HEARING DATES: Planning & Zoning Commission: 04/19/12
Town Council **05/01/12**

REQUEST: Proposal to final plat 72 residential lots

PROPOSED USE: Single Family Residential

LOCATION: The property is generally located south of Doe Creek Road and west of FM 423.

SIZE: Approximately 14.048 acres

CURRENT ZONING: ETJ

EXISTING USE / SITE ATTRIBUTES: Undeveloped

APPLICANT: Petitt Barraza, LLC

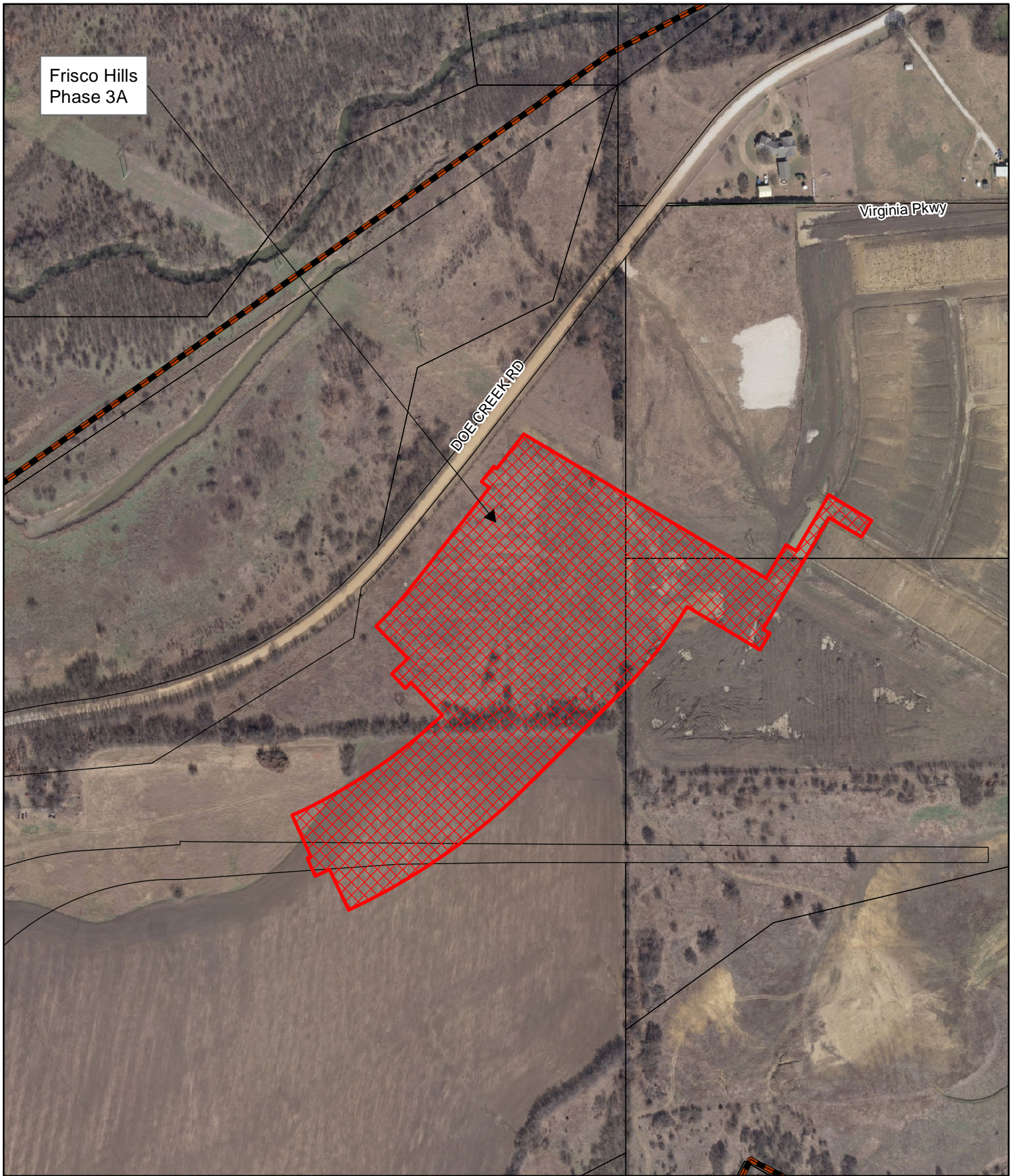
PROPERTY OWNER: Beazer Homes

PLANNING ANALYSIS: The applicant has completed Staff's requested revisions on the Final Plat. The proposed plat is in compliance with the Town of Little Elm's subdivision regulations.

RECOMMENDED ACTION: Staff recommends approval of the Final Plat, subject to final review and approval of the civil plans, screening and buffering plans, and submitted revisions.

TOWN CONTACT: Dusty McAfee, AICP - Planning Manager

ATTACHMENTS: Location Map
Final Plat






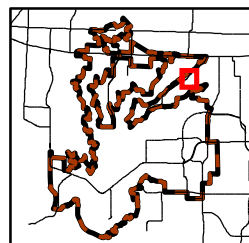
Location Map

Town of Little Elm
Denton County, Tx
Date: 3/22/2012

0 170 340
 Feet

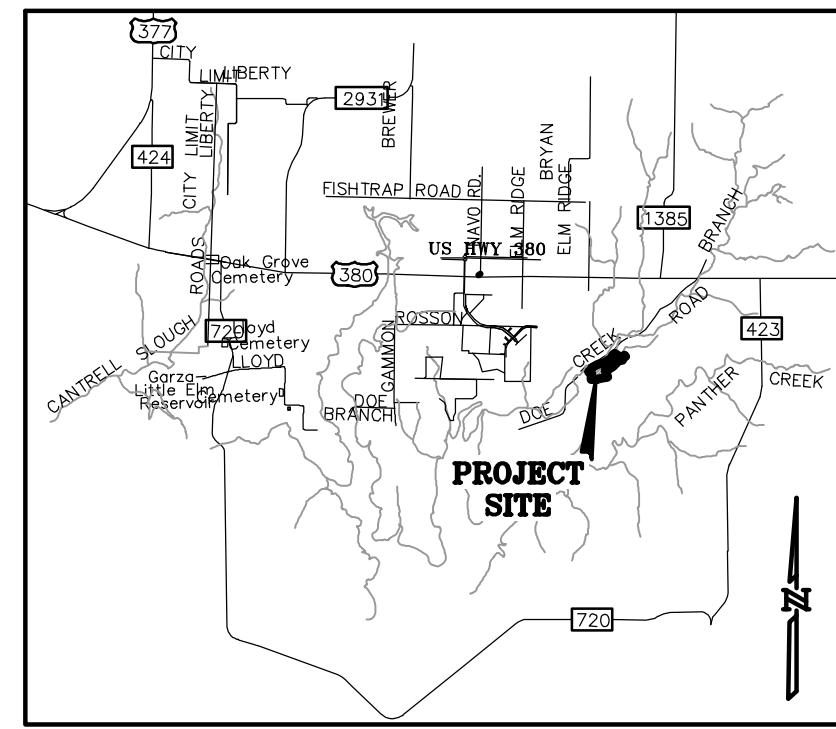
Legend

-  Subject Property
-  Parcels 14
-  Town Limits



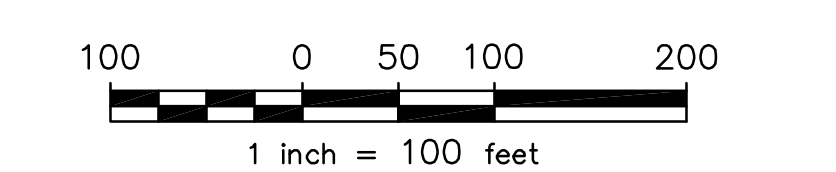
This map is the property of the Town of Little Elm, and is not to be reproduced by any means, mechanical or digital, without written consent of the Town.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



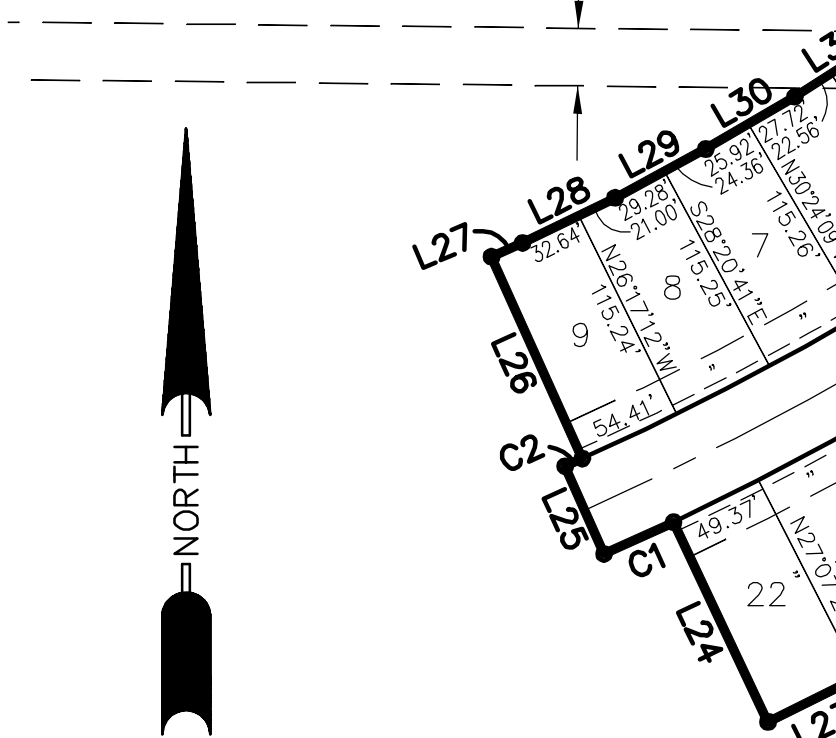
VICINITY MAP N.T.S.

P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
5/8"IRF	5/8-INCH IRON ROD W/CAP MARKED "PETITT-RPLS 4087" FOUND
BL	BUILDING SETBACK LINE
U.E.	UTILITY EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT



CALLLED 156.077 ACRES
TRACT 1
FH 295, LLC
DOC. NO. 2010-99644
R.P.R.D.C.T.

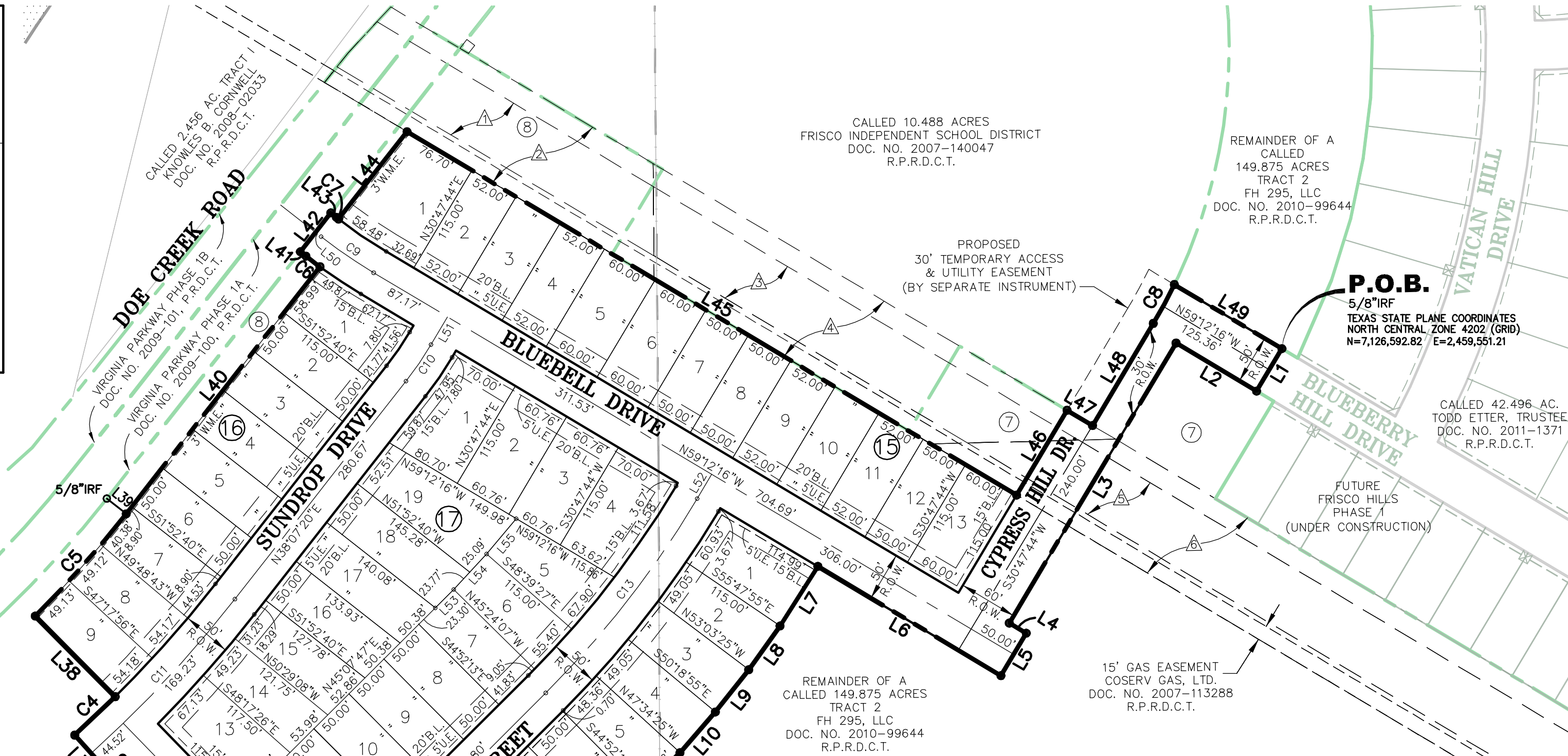
ELECTRIC EASEMENT
VOL. 420, PG. 14 R.P.R.D.C.T.
AFFECTED BY QUIT CLAIM
VOL. 447, PG. 529
R.P.R.D.C.T.



- 60' ELECTRIC EASEMENT, BRAZOS ELECTRIC COUNTY COOP., INC., VOL. 535, PG. 314, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.
- 100' ELECTRIC EASEMENT, BRAZOS ELECTRIC COUNTY COOP., INC., VOL. 960, PG. 691, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.
- 60' ELECTRIC EASEMENT, BRAZOS ELECTRIC COUNTY COOP., INC., VOL. 535, PG. 294, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.
- 100' ELECTRIC EASEMENT, BRAZOS ELECTRIC COUNTY COOP., INC., VOL. 960, PG. 693, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.
- 60' ELECTRIC EASEMENT, BRAZOS ELECTRIC COUNTY COOP., INC., VOL. 535, PG. 293, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.
- 100' ELECTRIC EASEMENT, BRAZOS ELECTRIC COUNTY COOP., INC., VOL. 960, PG. 695, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.
- REMAINDER OF A CALLED 149.875 ACRES, FH 295, LLC, TRACT 2, DOC. NO. 2010-99644, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.
- REMAINDER OF A CALLED 156.077 ACRES, FH 295, LLC, TRACT 1, DOC. NO. 2010-99644, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

NOTES:

- WATER SERVICE TO BE PROVIDED BY DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-C.
- UTILITY PROVIDERS:
 - ELECTRIC & GAS SERVICE: COSERV
7701 SOUTH STEMMONS
CORNTH, TEXAS 75065
PHONE: 1-800-274-4014
 - TELEPHONE SERVICE: AT&T
2301 RIDGEVIEW DRIVE
PLANO, TEXAS 75025
PHONE: (972) 569-3084
- SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- PROPOSED SITE IS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS.
- THE MAINTENANCE OF GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT ARE THE RESPONSIBILITY OF THE DISTRICT. APPROVAL OF THE PLAT DOES NOT CONSTITUTE ACCEPTANCE OF SAME FOR MAINTENANCE PURPOSES BY THE TOWN OF LITTLE ELM OR DENTON COUNTY.
- ALL UTILITIES AND DRAINAGE STRUCTURES ARE LOCATED WITHIN THE RIGHTS-OF-WAY EXCEPT AS INDICATED OTHERWISE BY EASEMENT LOCATION.
- ALL UTILITY EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ARE HEREBY DEDICATED BY THIS PLAT FOR THE EXCLUSIVE USE OF DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-C UNLESS OTHERWISE NOTED.
- THE SUBJECT TRACT IS DEPICTED WITHIN ZONE X (UNSHADED) ON THE FLOOD INSURANCE RATE MAPS, MAP NUMBER 48121C0410G, DATED APRIL 18, 2011. ZONE X (UNSHADED) IS DEFINED THEREON AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
- THE LOCATION OF THE FLOOD ZONE LINES SHOWN HEREON, WERE DETERMINED BY SCALING FROM SAID FEMA MAP, THE ACTUAL LOCATION AS DETERMINED BY ELEVATION CONTOURS MAY DIFFER. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR PETITT BARRAZA, LLC AS A RESULT OF FLOODING.
- PRIVATE COMMON AREAS MAY CONTAIN, EITHER ACROSS OR THROUGH, A PUBLIC TRAIL SYSTEM.
- PRIVATE COMMON AREAS AND FACILITIES SHALL BE MAINTAINED BY THE H.O.A. - THE TOWN OF LITTLE ELM OR DENTON COUNTY SHALL NOT BE HELD RESPONSIBLE FOR THE CONSTRUCTION, MAINTENANCE OR OPERATION OF ANY LOTS CONTAINING PRIVATE COMMON AREAS OR FACILITIES IDENTIFIED AS SUCH ON THIS PLAT. SAID AREAS SHALL INCLUDE, BUT NOT LIMITED TO: PRIVATE STREETS, EMERGENCY ACCESS EASEMENTS, AND GATED SECURITY ENTRANCES; RECREATION AREAS, LANDSCAPE AREAS AND OPEN SPACES WATER AND WASTEWATER DISTRIBUTION SYSTEMS AND TREATMENT FACILITIES; AND CLUBHOUSE/ EXERCISE / BUILDINGS AND FACILITIES. THE HOME OWNERS AND SUBSEQUENT OWNERS OF THE LOTS AND PARCELS IN THIS SUBDIVISION, ACTING JOINTLY AND SEVERALLY AS HOME OWNERS ASSOCIATION, SHALL BE RESPONSIBLE FOR SUCH CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF THE SUBDIVISION'S PRIVATE COMMON AREAS AND FACILITIES, AND SHALL AGREE TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF LITTLE ELM OR DENTON COUNTY, TEXAS, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS ASSOCIATION, AS SET FORTH HEREIN.
- THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE TOWN REGARDING ANY APPLICABLE FEES DUE.
- THE PROPERTY OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PERIMETER FENCING AND/OR LOTS ENDING WITH AN "X", WHICH WILL BE HELD IN COMMON OWNERSHIP.
- ALL EXTERIOR BOUNDARY CORNERS ARE 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND, UNLESS OTHERWISE NOTED. ALL INTERIOR LOT CORNERS ARE 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" SET OR "X" CUTS SET IN CONCRETE, UNLESS OTHERWISE NOTED.
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 (GORS TEXAS NORTH CENTRAL ZONE 4202) AS DERIVED BY GPS OBSERVATION ON SEPTEMBER 12, 2007. ALL DISTANCES ARE SURFACE DISTANCES WITH A SCALE FACTOR OF 0.999949392677.
- THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.



LINE	BEARING	LENGTH
L1	S30°47'44"W	50.00
L2	N59°12'16"W	95.00
L3	S30°47'44"W	330.00
L4	S59°12'16"E	20.00
L5	S30°47'44"W	50.00
L6	N59°12'16"W	216.01
L7	S32°24'23"W	71.42
L8	S35°34'20"W	54.55
L9	S38°18'50"W	54.55
L10	S41°03'20"W	54.55
L11	S43°47'49"W	54.55
L12	S45°07'47"W	299.94
L13	S45°44'27"W	52.45
L14	S47°30'44"W	53.00
L15	S49°19'11"W	53.00
L16	S51°07'38"W	53.00
L17	S52°56'05"W	53.00

L18	S54°44'32"W	53.00
L19	S56°32'59"W	53.00
L20	S58°21'26"W	53.00
L21	S60°09'53"W	53.00
L22	S61°58'20"W	53.00
L23	S63°46'47"W	53.00
L24	N25°18'59"W	115.00
L25	N23°51'24"W	50.00
L26	N24°13'44"W	115.23
L27	N66°08'48"E	17.65
L28	N63°57'05"E	53.64
L29	N61°45'21"E	53.64
L30	N59°33'38"E	53.64
L31	N57°21'55"E	53.64
L32	N55°10'11"E	53.64
L33	N52°58'28"E	53.64
L34	N50°46'45"E	53.64
L35	N48°15'40"E	69.41
L36	N44°10'57"W	115.02

L37	N42°09'30"W	50.00
L38	N44°47'08"W	115.00
L39	N51°52'40"W	25.00
L40	N38°07'20"E	317.89
L41	N51°52'40"W	7.10
L42	N38°07'20"E	50.00
L43	S51°52'40"E	7.10
L44	N38°07'20"E	112.36
L45	S59°12'16"E	718.70
L46	N30°47'44"E	100.00
L47	S59°12'16"E	30.00
L48	N30°47'44"E	120.33
L49	S59°12'16"E	126.83
L50	S51°52'40"E	53.64
L51	N30°47'44"E	32.80
L52	N30°47'44"E	28.67
L53	N45°02'59"E	26.51
L54	N42°58'13"E	48.86
L55	N39°47'18"E	46.66

UTILITY COMPANY APPROVAL

ELECTRIC & GAS COMPANY:	
COSERV	DATE
TELEPHONE COMPANY:	
AT&T	DATE

REVIEWED AND APPROVED ON _____, 2012.

DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-C

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **BEAZER HOMES TEXAS, L.P.**, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS **FRISCO HILLS PHASE 3A**, AN ADDITION TO THE COUNTY OF DENTON, TEXAS AND DOES HEREBY DEDICATE TO DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 8-C (THE DISTRICT), IN FEE SIMPLE, THE STREETS AND PUBLIC USE AREAS SHOWN HEREON, AND DOES HEREBY DEDICATE THE EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED TO THE DISTRICT'S EXCLUSIVE USE FOREVER, SAID DEDICATIONS BEING FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS SHOWN IMPROVEMENTS SUCH AS TREES, SHRUBS OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS SHOWN ON SAID PLAT. AT THE DISCRETION OF THE DISTRICT AND SUBJECT TO ITS WRITTEN APPROVAL, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE THE SAME UNLESS THE EASEMENT LIMITS THE USE TO A PARTICULAR UTILITY OR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE DISTRICT'S USE THEREOF. ANY PUBLIC UTILITY GIVEN THE RIGHT BY THE DISTRICT TO USE SAID EASEMENTS SHALL HAVE THE RIGHT TO: REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENTS, AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. I DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO FOREVER WARRANT AND DEFEND ALL AND SINGULAR THE ABOVE DESCRIBED STREETS, EASEMENTS AND RIGHTS UNTO THE DISTRICT AGAINST EVERY PERSON WHOSEVER COMES LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS PROPERTY IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF LITTLE ELM, TEXAS. THIS PLAT APPROVED SUBJECT TO ALL THE PLATTING ORDINANCES, RULES AND REGULATIONS OF THE TOWN OF LITTLE ELM AND DENTON COUNTY, TEXAS.

WITNESS MY HAND THIS ____ DAY OF _____, 2012.

BEAZER HOMES TEXAS, L.P.,
A DELAWARE LIMITED PARTNERSHIP

BY: BEAZER HOMES TEXAS HOLDINGS, INC.,
A DELAWARE CORPORATION
ITS GENERAL PARTNER

BY: TROY RADELAT, DIVISION PRESIDENT OF BEAZER HOMES TEXAS

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TROY RADELAT, DIVISION PRESIDENT OF BEAZER HOMES TEXAS, L.P., KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2012.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED BRIAN R. WADE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2012.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: _____

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, BEAZER HOMES TEXAS, L.P., IS THE OWNER OF A TRACT OF LAND SITUATED IN THE T. HICKS SURVEY, ABSTRACT NO. 590 AND THE S. HAWKINS SURVEY, ABSTRACT NO. 580, IN DENTON COUNTY, TEXAS, SAID TRACT BEING ALL OF A CALLED 14.048 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BEAZER HOMES TEXAS, L.P., RECORDED AS DOCUMENT NO. 2011-124817, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR AN EXTERIOR CORNER OF A CALLED 42.496 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TODD ETTER, TRUSTEE, RECORDED AS DOCUMENT NO. 2011-1371 OF SAID REAL PROPERTY RECORDS, AND THE MOST EASTERLY CORNER OF SAID 14.048 ACRE TRACT;

THENCE SOUTH 30 DEGREES 47 MINUTES 44 SECONDS WEST, ALONG THE COMMON LINE BETWEEN SAID 14.048 ACRE TRACT AND SAID 42.496 ACRE TRACT, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID 14.048 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 59 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 95.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 30 DEGREES 47 MINUTES 44 SECONDS WEST, A DISTANCE OF 330.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 59 DEGREES 12 MINUTES 16 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 30 DEGREES 47 MINUTES 44 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 59 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 216.01 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 32 DEGREES 24 MINUTES 23 SECONDS WEST, A DISTANCE OF 71.42 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 35 DEGREES 34 MINUTES 20 SECONDS WEST, A DISTANCE OF 54.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 38 DEGREES 18 MINUTES 50 SECONDS WEST, A DISTANCE OF 54.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 41 DEGREES 03 MINUTES 20 SECONDS WEST, A DISTANCE OF 54.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 43 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 54.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 45 DEGREES 07 MINUTES 47 SECONDS WEST, A DISTANCE OF 299.94 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 45 DEGREES 44 MINUTES 27 SECONDS WEST, A DISTANCE OF 52.45 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 47 DEGREES 30 MINUTES 44 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 49 DEGREES 19 MINUTES 11 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 51 DEGREES 07 MINUTES 38 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 52 DEGREES 56 MINUTES 05 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 54 DEGREES 44 MINUTES 32 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 56 DEGREES 32 MINUTES 59 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 58 DEGREES 21 MINUTES 26 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 60 DEGREES 09 MINUTES 53 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 61 DEGREES 58 MINUTES 20 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 63 DEGREES 46 MINUTES 47 SECONDS WEST, A DISTANCE OF 53.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 14.048 ACRE TRACT;

THENCE ALONG THE SOUTHWESTERLY AND NORTHWESTERLY LINES OF SAID 14.048 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 18 MINUTES 59 SECONDS WEST, A DISTANCE OF 115.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT WHICH HAS A CHORD THAT BEARS SOUTH 65 DEGREES 24 MINUTES 48 SECONDS WEST FOR 39.87 FEET, A CENTRAL ANGLE OF 01 DEGREE 27 MINUTES 35 SECONDS AND A RADIUS OF 1,565.00 FEET, FOR AN ARC DISTANCE OF 156.50 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;
NORTH 23 DEGREES 51 MINUTES 24 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS NORTH 65 DEGREES 57 MINUTES 26 SECONDS EAST FOR 9.84 FEET, A CENTRAL ANGLE OF 00 DEGREES 22 MINUTES 19 SECONDS AND A RADIUS OF 1,515.00 FEET, FOR AN ARC DISTANCE OF 9.84 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;
NORTH 24 DEGREES 13 MINUTES 44 SECONDS EAST, A DISTANCE OF 115.23 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 66 DEGREES 08 MINUTES 48 SECONDS EAST, A DISTANCE OF 17.65 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 63 DEGREES 57 MINUTES 05 SECONDS EAST, A DISTANCE OF 53.64 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 61 DEGREES 45 MINUTES 21 SECONDS EAST, A DISTANCE OF 53.64 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 59 DEGREES 33 MINUTES 38 SECONDS EAST, A DISTANCE OF 53.64 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 57 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 53.64 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 55 DEGREES 10 MINUTES 11 SECONDS EAST, A DISTANCE OF 53.64 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 52 DEGREES 58 MINUTES 28 SECONDS EAST, A DISTANCE OF 53.64 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 50 DEGREES 46 MINUTES 45 SECONDS EAST, A DISTANCE OF 53.64 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 48 DEGREES 15 MINUTES 40 SECONDS EAST, A DISTANCE OF 69.41 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 44 DEGREES 10 MINUTES 57 SECONDS WEST, A DISTANCE OF 115.02 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT WHICH HAS A CHORD THAT BEARS SOUTH 47 DEGREES 23 MINUTES 13 SECONDS WEST FOR 20.40 FEET, A CENTRAL ANGLE OF 00 DEGREES 54 MINUTES 34 SECONDS AND A RADIUS OF 1,285.00 FEET, FOR AN ARC DISTANCE OF 20.40 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;
NORTH 42 DEGREES 09 MINUTES 30 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS NORTH 46 DEGREES 31 MINUTES 41 SECONDS EAST FOR 56.62 FEET, A CENTRAL ANGLE OF 02 DEGREES 37 MINUTES 38 SECONDS AND A RADIUS OF 1,235.00 FEET, FOR AN ARC DISTANCE OF 56.63 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;
NORTH 44 DEGREES 47 MINUTES 08 SECONDS WEST, A DISTANCE OF 115.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS NORTH 41 DEGREES 40 MINUTES 06 SECONDS EAST FOR 138.55 FEET, A CENTRAL ANGLE OF 07 DEGREES 05 MINUTES 32 SECONDS AND A RADIUS OF 1,120.00 FEET, FOR AN ARC DISTANCE OF 138.64 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE, FROM WHICH A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND ON THE SOUTHEAST RIGHT-OF-WAY OF VIRGINIA PARKWAY (A 45-FOOT RIGHT-OF-WAY AT THIS POINT), RECORDED AS DOCUMENT NO. 2009-100, PLAT RECORDS, DENTON COUNTY, TEXAS, BEARS NORTH 51 DEGREES 52 MINUTES 40 SECONDS WEST, A DISTANCE OF 25.00;

NORTH 38 DEGREES 07 MINUTES 20 SECONDS EAST, 25.00 FEET SOUTHEAST OF AND PARALLEL WITH SAID SOUTHEAST RIGHT-OF-WAY, A DISTANCE OF 317.89 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE TO THE RIGHT WHICH HAS A CHORD THAT BEARS NORTH 52 DEGREES 50 MINUTES 43 SECONDS WEST FOR 17.90 FEET, A CENTRAL ANGLE OF 01 DEGREE 56 MINUTES 06 SECONDS AND A RADIUS OF 530.00 FEET, FOR AN ARC DISTANCE OF 17.90 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;

NORTH 51 DEGREES 52 MINUTES 40 SECONDS WEST, A DISTANCE OF 7.10 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER ON SOUTHEAST RIGHT-OF-WAY;

THENCE NORTH 38 DEGREES 07 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEAST RIGHT-OF-WAY OF SAID ADDITION, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;

THENCE ALONG THE NORTHERLY LINE OF SAID 14.048 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 51 DEGREES 52 MINUTES 40 SECONDS EAST, A DISTANCE OF 7.10 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
SOUTHEASTERLY, ALONG SAID TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS SOUTH 52 DEGREES 03 MINUTES 02 SECONDS EAST FOR 2.90 FEET, A CENTRAL ANGLE OF 00 DEGREES 20 MINUTES 45 SECONDS AND A RADIUS OF 480.00 FEET, FOR AN ARC DISTANCE OF 2.90 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;
NORTH 38 DEGREES 07 MINUTES 20 SECONDS EAST, A DISTANCE OF 112.36 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 59 DEGREES 12 MINUTES 16 SECONDS EAST, A DISTANCE OF 718.70 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 30 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
SOUTH 59 DEGREES 12 MINUTES 16 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR CORNER;
NORTH 30 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 120.33 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
NORTHEASTERLY, ALONG SAID TANGENT CURVE TO THE LEFT WHICH HAS A CHORD THAT BEARS NORTH 28 DEGREES 26 MINUTES 41 SECONDS EAST FOR 44.71 FEET, A CENTRAL ANGLE OF 04 DEGREES 42 MINUTES 07 SECONDS AND A RADIUS OF 545.00 FEET, FOR AN ARC DISTANCE OF 44.72 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "PETITT-RPLS 4087" FOUND FOR THE END OF SAID CURVE;
SOUTH 59 DEGREES 12 MINUTES 16 SECONDS EAST, A DISTANCE OF 126.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 611,924 SQUARE FEET, OR 14.048 ACRES OF LAND, MORE OR LESS.

APPROVED BY THE TOWN OF LITTLE ELM ON THIS ____ DAY OF _____, 2012.

TOWN MAYOR

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: May 1, 2012

PROJECT: **Streetscape and Gateways Improvements – Phase I
(Construction Contract) Close Out**

DESCRIPTION:

The Streetscape and Gateways Improvements Construction Contract is complete. The Project Engineer and Town Staff have conducted a final inspection. All items identified during the inspection have been corrected. The contractor has submitted a final payment application.

On Tuesday, April 5, 2011 the Town awarded the construction contract for the Streetscape and Gateways Improvements to Site Planning Site Development, Inc. (S.P.S.D.) of Arlington, Texas. The contract was in the amount of one million four hundred eighty two thousand one hundred twenty three dollars and zero cents (\$1,482,123.00). Change Order #1 was approved on August 2, 2011 for the LED lights along Eldorado Parkway. Change Order #2 was approved November 11, 2011 for anti-graffiti coatings, straighten light poles, and add electrical fixes for LED message boards.

The Streetscape and Gateway – Phase I Improvements constructed landscape, stamped concrete hardscape, and irrigation median improvements from the FM 720 Spur to FM 423 along Eldorado Parkway. A gateway monument was constructed just to the west of FM 423 in the median that highlight that entrance into the Town and start the streetscape theme that will be associated with Little Elm. Also included within the scope are the monument signs for the Senior Center and Recreation Center Site at Main Street and Lakeshore Drive, The Town Hall Sign, Little Elm Park Sign, Cottonwood Park Sign, and the message board signs at Walker Lane and at Little Elm Parkway along Eldorado Parkway. The east gateway project also included modifying the street paving to move the median break and left turn lane on Walker Lane for better access into the Lowe's Shopping center main drive off Walker Lane, widening the drive approach at Towne Crossing to line up with the signal on Walker Lane as originally intended.

Funding for the project is from the Streetscape and Gateways project within the 2009-2014 Little Elm Street Bonds and the Community Recreation Center Bonds for the monument signs for that project.

COST: **Final Payment (\$74,547.15)**

FUNDING: **Acct. Name & No**
Streetscape and Gateways
870-6728-87-50

SCHEDULE: The contract is to be closed out.

RECOMMENDED ACTION: **Staff recommends Town Council authorize final payment of \$74,547.15 to Site Planning Site Development, Inc. (S.P.S.D.) of Arlington, Texas to close out the Town's Eldorado Parkway Streetscape and Gateways Phase I Construction Contract, and authorize the Town Manager to execute the same.**

TOWN CONTACT: Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS: 1. Punch List
2. Maintenance Bond

Eldorado Parkway Streetscape and Gateways

Town of Little Elm, Texas

Site Observation Follow-up Punch List Items

On March 29th SRA performed a substantial completion site observation of the Eldorado Parkway Streetscape and Gateways Project Site Work, Grading, Landscape, Irrigation, Utilities, Architecture and Electrical. The following items are to be addressed and/or corrected prior to being considered for Final Acceptance and Final Payment.

Site Work

1. Clean-up construction debris and hydro-mulch or seed disturbed area around video board / monument located at the intersection of Eldorado Pkwy. and Little Elm Pkwy.
2. Fill in depressions within the parkway in front of the video board / monument located at intersection of Eldorado Pkwy. and Little Elm Pkwy. *Complete*
3. Remove sandbags from traffic control sign location just west of Featherstone Dr. *Complete*
4. Repair damage to the stamped paving on the north side of the median nose east side of Featherstone Dr. *Complete*
5. Remove tape from electric box in decorative paving median nose west of Sage Meadows Tr. *Seal joint.*
6. Patterned concrete on the nose of the median located just east of Sage Meadows Tr. has a section that is inconsistent with the rest of the pattern. *Sawcut, remove and repair inconsistent section*
7. Remove tape from electric box cover within the decorative paving on the median nose west of Whispering Tr. *Complete*
8. Remove plastic box (black) from center of median located between first set of Red Oak's west of Heatherdale Dr. *West of 1st Red Oaks*
9. Repair broken edge of decorative concrete band. Located on the first median band west of Heatherdale Dr. intersection. *Repair broken paving*
10. Move rain sensors west of Heatherdale Dr. into a more discrete location amongst trees. *Complete*

11. Repair bad spot in decorative paving where it meets the curb on the median nose west of Heatherdale Dr. *Complete*
12. First decorative paving median band east of Heatherdale Dr. displays excessive surface cracking. Many of the decorative paving areas within the median from Heatherdale Dr. back to the East toward FM 423 display surface cracking.
Review at end of warranty period per Mr. Anderson.
13. Remove tape from the light pole behind the monument in the median at Walker Ln. intersection. Base plate for the light pole needs to be installed and secure.
Tape still present in areas and light pole base hardware remains unsecured on some poles.
14. Seal joints around access ramps on northwest and southwest corners of Eldorado and Walker intersection. *Southwest corner remains unsealed.*
15. Backfill and smooth area between sidewalk and curb just west of access ramp on southwest corner of Eldorado and Walker. *Complete*
16. Provide additional fill to improve drainage near HOA fence (southwest of Eldorado and Walker intersection). *Complete*
17. Seal the decorative concrete located within the entry to the retail development at the Eldorado and Walker intersection. *Stain is wearing off from traffic indicating lack of seal.*
18. Paint all valve covers that have been moved or are located within new pavement per Town standards. *Town water dept. will paint.*
19. Access ramp and paving surrounding the access ramp on the northeast corner of the Eldorado and Walker intersection does not meet Town Standards or accessibility standards. The walk surrounding the ramp needs to be re-poured so that it meets Town standard details as well as meets accessibility standards.
Backfill at edge of new pavement.
20. Seal joints around access ramp on northeast corner of Eldorado and Walker.
Complete
21. The valve cover located near the curb on the northeast corner of Eldorado and Walker shall be clear of concrete and accessible to Town personnel. Also, paint cover per Town standards. *Town water dept. will paint.*
22. Remove all forms from receptacle pads within the medians. *Complete*
23. All light poles shall have full bases/covers and be free of tape or other construction materials. *Complete bases and remove debris from all poles.*

24. Repair all damage caused within the median where a vehicle drove through the planting beds just west of the lighthouse. *Old repaired and new caused.*
25. Replace broken up-light lens located within the center of the median west side of the lighthouse. *Complete*
26. Remove all debris and trash from inside of the lighthouse. *Complete*
27. Repair mortar cracks on the barrier wall for the lighthouse. *Complete*
28. Remove debris in gutter at the intersection of Eldorado and FM 423. *Complete*
29. Remove all construction debris from TRW wall areas both north and south side of Eldorado. All areas backfilled around the TRW walls shall be graded out smooth free of large clods. Grading on the north side of the north TRW wall in front of Chase bank is of particular concern. *To be completed during median Bermuda per SPSD.*
30. Clean railing along the top TRW wall of all dirt, grime and construction residue. *Complete*
31. Cast stone pieces on the towers at the ends of the TRW walls have small chipped areas that have been patched with mortar. Remove mortar patches and repair with cast stone patching. *Patch cast stone*
32. Repair damaged area of sidewalk in front of north TRW wall. *Pre-existing condition per SPSD.*
33. Wrong stamped concrete pattern was used in the slender section of median along Walker. The pattern was specified as running bond with a forest brown color. *Condition approved by Mr. Anderson per SPSD.*
34. All joints on Walker Ln. need to be sealed. *Completed*
35. Route and seal crack in replaced road paving (median opening) per Alan Anderson. Crack will be observed once sealed to determine if paving replacement is warranted. *Completed*
36. Decorative paving within the medians on Walker Ln. is raised from back of curb (possible heave). *Completed*
37. Decorative paving (Creekstone pattern) needs to match coloring of the section between Walker Ln. and F.M. 423. Most of the decorative paving west of Walker has a lighter base color and stain coloring is not consistent with stain between Walker and F.M. 423. Decorative paving west of Walker also does not appear to be sealed as well as the paving east of Walker. *Completed*

38. *Uncover electric box by light pole east of Featherstone.*

39. *Seal expansion joints at walk by detention pond.*

Landscaping

40. Due to winter dormancy landscape materials will be re-evaluated come spring when plants have emerged from winter dormancy. *Recreation Center planting to be redone and all dead plants throughout the project shall be replaced.*
41. Replace the fourth Red Oak east of Sage Meadows Tr. on the south side of the median as it has a broken top. *Complete*
42. Straighten the fifth Vitex west of the Eldorado / Walker intersection. *Complete*
43. Stake all ornamental trees per details. *Complete*
44. Replace damaged plant material from area driven through by vehicle west of lighthouse. *See #24*
45. Straighten and secure all leaning shrubs within the medians (majority of leaning plants are Texas Sage. *Complete*
46. Replace or add Red Yucca in area abutting welcome mat (east side), and insure to fill in Gulf Muhly on west side abutting welcome mat. *Complete*
47. Insure all plants are uncovered of mulch. Many Muhly's are mostly covered by mulch particularly on the east section of medians. *Complete*
48. Remove or break-up clods within the planting beds. *Complete*
49. Two trees that were to be relocated to make room for the TRW wall on the south side of Eldorado in front of Wallgreens were not relocated. *Two Live Oaks have been planted; both are alive but have no leaves.*
50. Complete landscaping at Cottonwood Park sign, Little Elm Park sign, and Town Hall sign. *By others*
51. *Replace all dead plant materials.*
52. *Remove excessive weeds along Walker median.*
53. *Establish Bermuda where specified.*

Irrigation

The following items were observed during an irrigation inspection for Eldorado Parkway Streetscape and Gateways on December 19, 2012. The inspection included a visual check of all zones as operated by the controllers.

- 54. The equipment installed is as specified. Coverage appears to be complete, with limited overspray onto the pavement.
- 55. Minor adjustments, including clogged nozzles and valve box height corrections were noted and addressed by the installation crew during the inspection.
- 56. Solar powered control valves could not be activated, as the required remote device was not usable at the time of the inspection. A visual inspection confirmed that the equipment served by these valves is correctly installed.
- 57. The contractor shall submit all required record drawings, quick coupler valve keys, and controller keys. *Complete*
- 58. The contractor shall conduct an owner training session on the operation of the solar powered valves, and deliver the required remote control devices. *Complete*

Architecture

- 59. Recreation Center / Senior Center Monuments
 - a. Monument with tower and video board *All below Complete*
 - 1. Clean wooden brackets of dirt and grime from construction.
 - 2. Double stick tape between lettering is unacceptable. Black lettering is to be secured to mounting pins.
 - 3. Metal letters are not straight, they need to be realigned. Also, letters need to be as close to the stone as possible while maintaining an alignment amongst each other.
 - 4. Repair holes in stone from previous alignment attempt. Repaired holes in stone shall match color of stone.
 - b. Monument without tower
 - 1. Replace cracked lens on up-light between curb and sign and repair light that is not working on the back side of sign. The light on the backside also showed to have excessive moisture inside. *Complete*
 - 2. Double stick tape between lettering is unacceptable. Black lettering is to be secured to mounting pins. *Remove tape and clean letters.*
 - 3. Metal letters are not straight, they need to be realigned. Also, letters need to be as close to the stone as possible while maintaining an alignment amongst each other. *Complete*

4. Repair holes in stone from previous alignment attempt. Repaired holes in stone shall match color of stone. *Some holes remain.*
60. Little Elm Park monument with tower *Incomplete, to be finished by others.*
 1. Finish electrical work.
 2. Video display is not turned on and could not be checked.
 3. General clean-up and wash down.
61. Cottonwood Park monument *All complete below*
 1. Finish electrical work.
 2. Double stick tape between lettering is unacceptable. Black lettering is to be secured to mounting pins.
 3. Metal letters are not straight, they need to be realigned. Also, letters need to be as close to the stone as possible while maintaining an alignment amongst each other.
 4. Repair holes in stone from previous alignment attempt. Repaired holes in stone shall match color of stone.
62. Town Hall Monument with tower *All complete below*
 1. Adjust lights to match alignment on the monument with tower for the Recreation / Senior Center
 2. Double stick tape between lettering is unacceptable. Black lettering is to be secured to mounting pins.
63. Eldorado / Little Elm Parkway monument sign with video board
 1. Adjust up-light so that an even wash is on the monolithic stone. *Complete*
 2. Powder coated bronze logo is scratched. These scratches show that the powder coated material is not bronze as claimed by the Contractor. Logo is to be repaired and the Owner is to be credited for the bronze material that was not used. *SPSD will install free signage at Town direction "Johnny Broyle Trail"*
64. Lighthouse *All complete below*
 1. Repair all mortar cracks in barrier wall
 2. Repair cast stone chips to match cast stone.
65. General Observations
 1. All metal letter signage need to have metal spacers and be attached to anchor pins. Double stick tape is unacceptable. All metal lettering shall be realigned so that the lettering is straight, as close to the stone as possible, and aligned with one another from a side profile view. *Remove tape where used.*
 2. Repair all holes in stonework of monument signs where lettering was removed and re-aligned. *Some holes remain, namely the Senior/Rec sign.*

3. Powder coated bronze logo is scratched. These scratches show that the powder coated material is not bronze as claimed by the Contractor. Logo is to be repaired and the Owner is to be credited for the bronze material that was not used. *See note #2 Item 63.*

Electrical

66. Service to Electrical Service Enclosure No. 3 not as designed. Submit design for review. *Complete*
67. Install Timeclocks as specified and aim all photocells north. Photocells shall be same manufacturer. Photocell for sign at Eldorado Parkway and Little Elm shall be aimed south. *Install timeclocks in all electrical enclosures as specified.*
68. Provide galvanized rigid protective collar for photocell as detailed. *Complete*
69. Weatherproof "in-use" receptacle covers need lockable type as specified. *Complete*
70. Receptacle located in planter bed of large Lighthouse at intersection of Eldorado Parkway and FM 423 is not functional. *Complete*
71. Contractor shall replace broken lens on 1 in-grade lighting fixture at large lighthouse (intersection of Eldorado Parkway and FM 423) on side with access door. *Complete*
72. Contractor shall replace broken lens on 1 in-grade lighting fixture at Recreation Senior Center sign. *Complete*
73. Contractor shall mockup lighting at Recreation Senior Center sign. Fixtures were causing shadows on letters of sign. Spacing of fixtures, beam pattern, and location of fixture needs to be determined during the mock-up. *Complete*
74. Lighting at Cottonwood Sign not functional. *Complete*
75. Contractor shall mockup lighting at Town Hall sign. Spacing of fixtures, beam pattern, and location of fixture needs to be determined during the mock-up. *Complete*
76. Condensation was present in all ground mounted lighting fixtures. There should not be any condensation in these fixtures if fixtures are installed according to manufacturer's installation instructions. *Condensation remains.*
77. Contractor shall provide type-written index cards for all electrical panels. *Complete*

78. Contractor shall provide cover plate for lighting switch on inside of large lighthouse at Eldorado Parkway and Far 423. *Complete*
79. *Install 4th in-grade lighting fixture at Little Elm Park sign location.*

SECTION 01 7700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and photographic negatives, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of changeover in heat and other utilities.
 - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 13. Complete final cleaning requirements, including touchup painting.
 - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Landscape Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Landscape Architect/Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on

Contractor's list or additional items identified by Landscape Architect/Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Landscape Architect/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Landscape Architect/Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Landscape Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Landscape Architect/Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three (3) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Landscape Architect/Engineer.
 - d. Name of Contractor.
 - e. Page number.

1.06 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Landscape Architect/Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.

- h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

Addendum No. 1
SECTION 00 4900

MAINTENANCE BOND

STATE OF TEXAS \$
COUNTY OF DENTON \$

S.P.S.D., Inc. dba

KNOW ALL MEN BY THESE PRESENTS: That Site Planning Site Development
as principal and SureTec Insurance Company a corporation organized under the laws
of State of Texas and authorized to do business in the State of Texas
as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the Town of
Little Elm, a municipal corporation, the sum of One Million Four Hundred Eighty Two Thousand One Hundred Twenty Three and 00/100.
(One Hundred percent (100%) of final contract price) (\$ 1,482,123.00) Dollars for the payment
of which sum well and truly to be made unto said Town of Little Elm and its successors, said principal and
sureties do hereby bind themselves, their assigns, and successors jointly and severally. This obligation is
conditioned, however, that, whereas said S.P.S.D., Inc. dba
Site Planning Site Development has this day entered into a written
contract with said Town of Little Elm to build and construct the following project:

ELDORADO PARKWAY – STREETScape AND GATEWAYS

which contract and the plans and specifications therein mentioned and adopted by the Town of Little Elm
are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the specifications and contract, it is provided that the CONTRACTOR shall maintain
and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the
plans, specifications, drawings, etc., and perform for a period of two (2) years. The period shall be two (2)
years from the date of final acceptance as shown on the "Letter of Final Acceptance" as issued by the
OWNER.

The CONTRACTOR agrees to make all necessary repairs, reconstruction and renewal of any part of said
construction, and to furnish the labor and materials to make good and to repair any defective condition
growing out of or on account of the breakage or failure of any substance or the improper function of any
part of the constructed work. The CONTRACTOR shall reimburse the OWNER for the costs of all
Engineering and special services required to be furnished by the OWNER which are directly attributable to
the restoration of the constructed work. Said maintenance contemplates the complete restoration of the
constructed work to a functional use during the said period as set forth above. It is being understood that
the purpose of this section is to require the correction of all defective conditions resulting from materials
furnished or work and labor performed by said CONTRACTOR under the conditions prescribed by the
Contract Documents; and in case the said CONTRACTOR shall fail or refuse to perform as provided
within ten (10) days after proper written notifications have been furnished to him by the OWNER, it is
agreed that the OWNER may do said work and supply such materials and the said CONTRACTOR and

Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of the said Contract and this Maintenance Bond.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, the said (CONTRACTOR) S.P.S.D., Inc. dba Site Planning Site Development has caused by these presents to be executed by (Name of CONTRACTOR's Authorized Signer) _____ and the said (Name of Surety) SureTec Insurance Company has caused these presents to be executed by its (Attorney-In-Fact or Official) Sophinie Hunter and the said (Attorney-In-Fact or Official) Sophinie Hunter has hereto set his hand this 21st day of April, 2011.

S.P.S.D., Inc. dba

Site Planning Site Development

Principal

By: [Signature]

Title: PPS-

Address: 1108 107th Street

Arlington, Texas 76011

SureTec Insurance Company

Surety

By: [Signature]

Title: Sophinie Hunter, Attorney-In-Fact

Address: 12201 Merit Drive #795

Dallas, Texas 75251

Attest:

Name/Title

Company

Attest:

Name/Title Sherrel Breazeale

Company

The name, address and telephone number of the Resident Agent of Surety is:

K&S Group, Inc - David C. Hyatt Dallas, Texas 75251

Name

City, State, Zip

12201 Merit Drive #795

214-691-5721

Address

Telephone

- NOTE: 1. Power of Attorney must be attached.
2. The Maintenance Bond effective date will begin when the "Final Letter of Acceptance" is issued by the Owner.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clinton Norris, David C. Oxford, Peggy G. Hogan, Rudolph Norris,
Sherrel M. Breazeale, Sophinie Hunter, Stephen J. Rickenbacher, Steven Lott, W. Bert Duckett

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By:

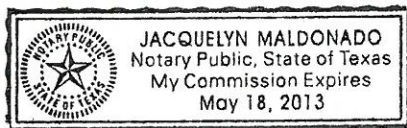
John Knox Jr., President

State of Texas
County of Harris

ss:



On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 21st day of April, 2011, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, and Fungi

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

Warranty Limitation Rider

In no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty five months after the date on which Subcontractor either substantially completed its work or breached the Subcontract, whichever is the first to occur. Notwithstanding anything in the bond form or underlying contract(s) to the contrary, increases in the bond's penal sum in excess of twenty percent require express written consent by the Surety.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.



TOWN OF LITTLE ELM AGENDA INFORMATION SHEET:

DATE: May 01, 2012

AGENDA ITEM: Discussion and Action to approve Ordinance No. 1103 authorizing the issuance of "TOWN OF LITTLE ELM, TEXAS, COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates; including the approval and execution of a Paying Agent/Registrar Agreement; the approval and distribution of a Preliminary Official Statement and Official Statement; and providing an effective date.

DESCRIPTION: The Notice of Intent was published on March 19 and March 29 stating the Town's intent to sale certificates of obligation in an amount not to exceed six (6) million dollars. The certificates are being issued pursuant to the Constitution and general laws of the State of Texas, particularly Texas Local Government Code, Chapter 271, subchapter C, as amended and this Ordinance of the Town council.

Proceeds from the sale of the certificates will used for the purpose of paying contractual obligations incurred for the construction of public work's projects to include improvements and extensions to the water and sewer systems of the Town (Elevated Water Storage Facility).

The Town's Bond Counsel and Financial Advisor will be present to review the ordinance, provide interest rate and market analysis on the Certificates.

Competitive electronic bids will be received on May 1 (11AM) will final results and pricing to be presented to Town Council with proposed Ordinance approving all matters relating to the sale.

FISCAL IMPACT **The repayment of annual debt requirements on the bonds will be a charge to the water and sewer system as self-supporting debt of the Utility System. The Town's current water and sewer rates include the capital debt requirements for this \$6M bond sale.** There is no impact to the Tax Rate.

The average annual self-supporting (utility) debt service over the next 10 years is approximately \$2,893,000 after the 2012 Refunding and 2012 Certificates of Obligation; the net increase in annual debt payments is \$410,000.

RECOMMENDED ACTION: Town staff recommends approval of Ordinance No. 1103.

TOWN CONTACTS: Alan Dickerson, Finance Director

ATTACHMENTS: Notice of Intent as advertised
Calendar of Events

EXHIBIT A

NOTICE OF INTENTION TO ISSUE TOWN OF LITTLE ELM, TEXAS CERTIFICATES OF OBLIGATION

TAKE NOTICE that the Town Council of the Town of Little Elm, Texas, shall convene at 6:00 o'clock P.M. on the 1st day of May, 2012, at the Little Elm Town Hall, 100 W. Eldorado Parkway, Little Elm, Texas, and, during such meeting, the Town Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation in one or more series in an amount not to exceed \$6,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improvements and extensions to the Town's Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with the construction and financing of the foregoing projects; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the Town's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Subchapter C of Chapter 271 of the Texas Local Government Code, as amended.

Kathy Phillips
Town Secretary
Town of Little Elm, Texas

TOWN OF LITTLE ELM, TEXAS
\$6,000,000
COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012
Proposed Timetable
As of March 7, 2012

Date	Action Required
03-06-12 (T)	Southwest Securities (SWS) meets with Town Council for a work session to discuss the Town's financing options related to issuing new money certificates of obligation and refunding bonds (6:00 pm)
03-07-12 (W)	SWS emails <u>timetable</u> for a 5-1-12 competitive sale of Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2012 (COs) to City officials and Bond Counsel
03-15-12 (Th)	SWS submits Official Statement Request for Information (RFI) to City officials.
03-20-12 (T)	Regular Council Meeting to authorize the Publication of Notice of Intent to Issue COs and to authorize SWS, Bond Counsel and City officials to proceed with the issuance process for COs (7:00 pm)
03-22-12 (Th)	First Publication of Notice of Intent to Issue COs in local newspaper (must be at least 31 days prior to the sale date)
03-29-12 (Th)	Second Publication of Notice of Intent to Issue COs in local newspaper
03-30-12 (F)	SWS receives completed RFI and related documents from the City
04-03-12 (T)	SWS submits initial draft of Preliminary Official Statement (POS) and Official Notice of Sale (NOS) to all parties for review
04-10-12 (T)	SWS receives comments on POS/NOS from all parties
04-12-12 (Th)	SWS submits POS/NOS and other financing documents to rating agencies and Assured Guaranty insurance and request credit ratings and bond insurance (if required)
Week of 4-15	Schedule rating conference call(s)
04-24-12 (T)	Post POS/NOS to the SWS Internet Website and electronically distribute POS/NOS to potential bidders in the investment community
04-27-12 (F)	Receive underlying bond ratings and qualification for insurance (if required)
05-01-12 (T)	Receive electronic bids for the COs (11:00 am) via Internet and the "i-Deal LLC PARITY" bidding program
05-01-12 (T)	Regular Council Meeting to review bids for the COs and adopt the Ordinance authorizing and selling the COs (7:00 pm)
05-08-12 (T)	Print and distribute Final Official Statement (OS) and post Final OS to SWS website
05-22-12 (T)	SWS notifies all parties of closing/delivery instructions
05-31-12 (Th)	Payment for and delivery of the COs

Note: Bold entries indicate dates/actions that require the Town's participation.

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET

COUNCIL MEETING

DATE: May 1, 2012

PROJECT: Proposed Golf Cart Ordinance

DESCRIPTION: Golf carts are regulated by state and federal laws

Registration is not needed to operate your golf cart on a public road. State law allows for use of golf carts with a slow-moving vehicle emblem in the following situations:

- in master planned communities with a uniform set of restrictive covenants in place,
- on public or private beaches,
- during the daytime and no more than two miles from where the owner usually parks the golf cart and for transportation to or from a golf course, or
- to cross intersections, including a road or street that has a posted speed limit of more than 35 miles per hour.

A city can pass a local ordinance allowing for use of golf carts on additional roads. The road must be within the boundaries of the city and with a speed limit of 35 mph or lower.

COST: None

FUNDING SOURCE: N/A

(Note: If funding is not included in the current budget, a Fiscal Note signed by the Finance Director will be attached)

SCHEDULE: Upon approval by Town Council

RECOMMENDED

ACTION: Town Council authorize adopt the ordinance as presented

TOWN CONTACT: Waylan Rhodes, Chief of Police 214-975-0465

ATTACHMENTS: Copy of Golf Cart Ordinance No. 1100

ORDINANCE No. 1100

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING CHAPTER 98, "TRAFFIC AND VEHICLES," OF THE CODE OF ORDINANCES OF THE TOWN OF LITTLE ELM BY ADDING A NEW ARTICLE VIII, "OPERATION OF GOLF CARTS ON PUBLIC STREETS"; ESTABLISHING DEFINITIONS; ESTABLISHING REGULATIONS FOR THE OPERATION OF GOLF CARTS ON PUBLIC STREETS; ESTABLISHING EXCEPTIONS; ESTABLISHING A PENALTY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SAVINGS AND A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the Legislature of the State of Texas adopted HB 2253 which amended the Transportation Code, Chapter 551, to allow for the operation of golf carts within municipalities under certain conditions; and

WHEREAS, Chapter 551 of the Texas Transportation Code also provides municipalities with the authority to control the operations of motor vehicles using its streets and to prescribe reasonable and safe restrictions related to the stopping, standing and parking of vehicles; and

WHEREAS, under Texas Transportation Code Chapter 551, municipalities may prohibit the operation of golf carts on a public highway, if the governing body of the municipality determines that the prohibition is necessary in the interest of safety; and

WHEREAS, the Town Council of the Town of Little Elm, Texas ("Town Council"), has investigated and determined that the prohibitions set forth in this Ordinance are necessary in the interest of safety; and

WHEREAS, the Town Council has further investigated and determined that it would be advantageous and beneficial to the citizens of the Town of Little Elm, Texas ("Town"), and in the best interest of the public health, safety and welfare of the citizens and the public to establish regulations for the operation of golf carts as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THAT:

Section 1. Incorporation of Premises. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. Adoption. Chapter 98, of the Code of Ordinances of the Town of Little Elm is hereby amended by adding a new Article VIII, "Operation of Golf Carts on Public Streets," to read as follows:

"ARTICLE VIII. OPERATION OF GOLF CARTS ON PUBLIC STREETS

Sec. 98-200 - Definitions

The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Daytime means the hours during a day after dawn and before dusk.

- *Golf Cart* means a motor vehicle designed by the manufacturer primarily for transporting persons on a golf course, as defined in Texas Transportation Code, § 502.001, as amended. A golf cart shall include a motor vehicle which must have a minimum of no less than three wheels, and have an attainable top speed not greater than 25 miles per hour on a paved level surface, which is manufactured primarily for transporting persons on a golf course in compliance with federal motor vehicle safety standards for low-speed vehicles.

Public Safety Personnel means any employee or officer of a governmental law enforcement agency or the Little Elm Fire Department.

Public Street means a publicly-owned or dedicated road, street, drive, or other right-of-way for the use of vehicles within the corporate boundaries of the Town of Little Elm.

Sec. 98-201 - Golf Carts Permitted and Restricted.

A person may operate a golf cart on a public street, if:

- (a) the public street has a maximum posted speed limit of not more than thirty-five (35) miles per hour and the golf cart is operated during the daytime;
- (b) the person possesses a valid drivers license;
- (c) the person maintains current financial responsibility for the golf cart, as required of other passenger vehicles in the Texas Transportation Code Section 601.051;
- (d) the person complies with all applicable federal, state, and local laws and ordinances;
- (e) the golf cart has the following equipment:
 - (1) parking brake; and
 - (2) mirrors;
- (f) while the golf cart is in motion:
 - (1) the driver shall operate the golf cart as near to the right hand curb as

practical

- (2) the driver and each passenger in the golf cart is seated in a seat designed to hold a passenger. No person may stand on a golf cart or ride in the lap of the driver and/or other passenger of a golf cart while it is moving;

(g) Crossing Certain Roadways:

- (1) a golf cart may cross intersections, including a road or street that has a posted speed limit of more than 35 miles per hour. (Texas Transportation Code Chapter 551, Section 551.405)

Sec. 98-202 – Prohibition

- (a) No person may operate a golf cart in violation of the provisions of this Article.
- (b) No person may operate a golf cart in a negligent manner. For purposes of this Article, “operate a golf cart in a negligent manner” shall mean the operation of a golf cart in such a way as to endanger any person or property, to obstruct, hinder or impeded the lawful course of travel of any motor vehicle or the use of a golf cart on a sidewalk, path, trail, walkway or park.

Sec. 98-203 – Exceptions.

- (a) Public Safety Personnel may operate a golf cart on any public street without any further restrictions when the golf cart is used in the performance of his/her duties.
- (b) A golf cart operated solely on private property is not subject to the regulations set forth in this Article.
- (c) A golf cart operated by Town-authorized personnel on Town property is not subject to the regulations set forth in this Article. Town-authorized personnel shall mean any person who is employed by or volunteering for the Town and instructed by a Town official, or designee, to operate the golf cart on Town property. This exception does not include public rights-of-way.”

Section 3. Penalty. A person commits an offense, if he or she knowingly performs an act prohibited by this Ordinance or knowingly fails to perform an act required by this Ordinance. Any person or business establishment who violates any provision of this Ordinance shall be subject to a fine of not more than \$500 for each offense.

Section 4. Savings. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or

pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

Section 5. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED, APPROVED AND ADOPTED by the Town Council of the Town of Little Elm, Texas, on this the ____ day of May, 2012.

Charles Platt, Mayor

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET

COUNCIL MEETING

DATE: May 1, 2012

PROJECT: Proposed Ordinance: Public urination or defecation prohibited

DESCRIPTION: Texas Penal Code TITLE 9. OFFENSES AGAINST PUBLIC ORDER AND DECENCY CHAPTER 42. DISORDERLY CONDUCT AND RELATED OFFENSES

Sec. 42.01. (a) A person commits an offense if he intentionally or knowingly:

(10) exposes his anus or genitals in a public place and is reckless about whether another may be present who will be offended or alarmed by his act; or

(11) for a lewd or unlawful purpose:

This section of the law is what law enforcement officers generally charge individuals with when the offense of urinating in public is committed. However, the law is written such that it is challenging for law enforcement to file in most circumstances.

The proposed ordinance is worded specifically to state; A person commits an offense if the person urinates or defecates:

(1) On public property or in a public place; or

(2) In public view.

By adopting this ordinance, Little Elm police officers will have a clear definition to enforce a law against individuals who chose to demonstrate this type of behavior with no regard for the interest of the health, safety and welfare of the citizens of the Town of Little Elm.

COST: None

FUNDING SOURCE: N/A

(Note: If funding is not included in the current budget, a Fiscal Note signed by the Finance Director will be attached)

SCHEDULE: Upon approval by Town Council

RECOMMENDED

ACTION: Town Council authorize adopt the ordinance as presented

TOWN CONTACT: Waylan Rhodes, Chief of Police 214-975-0465

ATTACHMENTS: Copy of Public Urination or Defecation prohibited Ordinance No. 1101

ORDINANCE No. 1101

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LITTLE ELM, TEXAS, BY ADOPTING SECTION 70-4 RELATING TO URINATING OR DEFECATING IN PUBLIC; PROVIDING A DEFINITION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm, Texas (the "Town") is a Home Rule Town possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code and its Home Rule Charter; and

WHEREAS, the Town Council of the Town of Little Elm hereby exercises its authority under Article XI, Section 5, of the Texas Constitution as a home rule municipality to enact regulations not inconsistent with the general laws of the State of Texas in the interest of the health, safety and welfare of the citizens of the Town of Little Elm.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, THAT:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Adoption. The Code of Ordinances of the Town of Little Elm, Section 70-4 is hereby adopted and shall read as follows:

"Sec. 70-4. Public urination or defecation.

- (a) A person commits an offense if the person urinates or defecates:
 - (1) On public property or in a public place; or
 - (2) In public view.
- (b) For the purpose of this section, public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.
- (c) It is a defense to prosecution under this section if the person was in a restroom."

Section 3. Savings. This Ordinance shall be cumulative of all other ordinances of the Town, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances, and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

Section 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town Charter.

PASSED, APPROVED AND ADOPTED by the Town Council of the Town of Little Elm, Texas, on this the ____ day of _____, 2012.

Charles Platt, Mayor

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: May 1, 2012

PROJECT: **Surplus Right of Way (ROW) Agreement for assistance in declaring TxDOT ROW along Little Elm as surplus and help in acquiring surplus ROW between the Town of Little Elm and the developer, Rosebriar Little Elm, L.P.**

DESCRIPTION: Council approved a development agreement on October 20, 2009 between the Town and Little Elm United, L.P. That agreement stated that the Town would cooperate with the developer to get the right of way along Little Elm Parkway as surplus and help to acquire for private development.

This agreement sets the terms of that cooperation. Surplus Property means certain undetermined portions of the right-of-way located adjacent to Lot 5 of the Property, which Lot 5 is depicted in ***Exhibit A*** of this Agreement. Developer is required to:

1. \$6,000 for the preparation of survey work and the assistance of Freese and Nichols, an engineering firm, in the preparation and submission of all required applications and other submissions to TxDOT for the determination and acquisition of Surplus Property;
2. \$3,000 for a real estate appraisal of the Surplus Property to be used to value the Surplus Property to be acquired from TxDOT;
3. \$4,800 for a needed traffic signal study at the entrance of F.M. 423; and
4. \$2,000 to cover the Town's attorney's fees, administrative costs and other miscellaneous costs and expenses incurred by the Town and its consultants in carrying out the Town's obligations under this Agreement.

COST:	\$15,800 (plus potential prepayment of property costs due to TxDOT before acquiring)
FUNDING:	Engineering 112-6214-10-00 (transfer into) \$13,800 Developer Funded \$2,000 General Fund (legal)
SCHEDULE:	Town will work to survey property, determine value, and acquire from TxDOT. Process typically takes approximately one year.
RECOMMENDED ACTION:	Staff recommends Town Council approve Surplus Right of Way Agreement between developer, Rosebriar Little Elm, L.P., and the Town of Little Elm and authorize Town Manager to execute for the same.
TOWN CONTACT:	Jason W. Laumer, P.E. Director of Development Services JLaumer@littleelm.org (214) 975-0473
ATTACHMENTS:	1. Surplus Agreement 2. Exhibit

**TOWN OF LITTLE ELM, TEXAS
AND
LITTLE ELM UNITED, L.P.**

SURPLUS RIGHT-OF-WAY AGREEMENT

This **SURPLUS RIGHT-OF-WAY AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between the **TOWN OF LITTLE ELM, TEXAS** (hereinafter referred to as the “Town”), a Texas home-rule municipality, and **Rosebriar Little Elm, L. P.** (hereinafter referred to as the “Developer”), a Texas limited partnership:

WHEREAS, Developer and the Town entered into a Chapter 380 Economic Development Program and Agreement (“380 Agreement”) on October 20, 2009, related to the development of approximately 23-acres located adjacent to F.M. 720 and F.M. 423 and within the Town of Little Elm, Denton County, Texas, commonly referred to as the “Rosebriar Marketplace Addition”; and

WHEREAS, among the various obligations and considerations between the Town and Developer contained in the 380 Agreement is an obligation (contained in Section 5(g) of the 380 Agreement) for the Town to cooperate with any efforts by Developer to obtain for the benefit of the Rosebriar Marketplace Addition any property declared surplus by the Texas Department of Transportation (“TxDOT”) following completion of certain F.M. 720 and F.M. 423 improvements; and

WHEREAS, the Town, pursuant to the terms and conditions set forth in this Agreement, desires to assist and facilitate the determination of whether surplus property is available for purchase from the State of Texas, by and through TxDOT, and, if surplus property is available, to purchase such property if requested by Developer, at Developer’s cost, such that title may be subsequently transferred to Developer; and

WHEREAS, the Town and Developer have concluded and hereby find that this Agreement satisfies the Town’s obligations under Section 5(g) of the 380 Agreement and, further, is in the best interests of the Town and Developer.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer (hereinafter referred to collectively as the “Parties”) agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall become effective upon the Effective Date and shall remain in effect until all obligations set forth in the Agreement are satisfied.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word “Agreement” means this Surplus Right-of-Way Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any, and any amendments to this Agreement and/or exhibits and schedules.
- (b) **Developer.** The word “Developer” means Rosebriar Little Elm, L. P., a Texas limited partnership, its successors and assigns. For the purposes of this Agreement, Developer’s address is P. O. Box 541208, Dallas, Texas 75354.
- (c) **Effective Date.** The words “Effective Date” mean the date of the later to execute this Agreement by and between the Town and Developer.
- (d) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (e) **Property.** The word “Property” means the approximately 23 acre tract or tracts of land, generally located at F.M. 720, and F.M. 423, in the Town of Little Elm, Denton County, Texas, commonly referred to as the “Rosebriar Marketplace Addition,” and as generally depicted in *Exhibit A* of this Agreement, which is the Final Plat of the Rosebriar Marketplace Addition attached hereto and incorporated herein for all purposes.
- (f) **Surplus Property.** The word “Surplus Property” means certain undetermined portions of the right-of-way located adjacent to Lot 5 of the Property, which Lot 5 is depicted in *Exhibit A* of this Agreement, said Exhibit being the Final Plat of the Rosebriar Marketplace Addition attached hereto and incorporated herein for all purposes, and which Surplus Property is anticipated to be determined to be property not needed by TxDOT for right-of-way purposes.
- (g) **Town.** The word “Town” means the Town of Little Elm, Denton County, Texas, a Texas home-rule municipality. For the purposes of this Agreement, Town’s address is 100 W. Eldorado Parkway, Little Elm, Texas 75068.
- (h) **TxDOT.** The word “TxDOT” means the State of Texas, acting by and through the Texas Department of Transportation, and any related State agencies or departments that might be needed to facilitate the goals of this Agreement.

SECTION 4. OBLIGATIONS OF THE PARTIES.

The Developer and the Town covenant and agrees with each other that, while this Agreement is in effect, the Parties shall comply with the following terms and conditions:

- (a) **Prepayment of Town's Surplus Property Determination Costs.** Developer acknowledges that the Town will need to expend time, effort and funds to determine whether TxDOT will declare any property as Surplus Property. Developer agrees and covenants that it will pay to the Town the following costs as prepayment of the anticipated costs that will be incurred by the Town in the Town's efforts to determine whether any property will be declared by TxDOT to be Surplus Property:
1. \$6,000 for the preparation of survey work and the assistance of Freese and Nichols, an engineering firm, in the preparation and submission of all required applications and other submissions to TxDOT for the determination and acquisition of Surplus Property;
 2. \$3,000 for a real estate appraisal of the Surplus Property to be used to value the Surplus Property to be acquired from TxDOT;
 3. \$4,800 for a needed traffic signal study at the entrance of F.M. 423; and
 4. \$2,000 to cover the Town's attorney's fees, administrative costs and other miscellaneous costs and expenses incurred by the Town and its consultants in carrying out the Town's obligations under this Agreement.
- (b) **Additional Expenses.** Developer and the Town acknowledge that the expenses listed in Section 4(a) are estimates only and that actual expenses may be more or may be less than the estimated amounts. Should any expense item cost more than the estimated amount, the Town agrees to promptly inform Developer of such additional amount and Developer, upon such notification, shall promptly inform the Town whether Developer wishes to proceed with the expense item or whether Developer wishes to terminate this Agreement and abandon any Surplus Property acquisition efforts. If Developer agrees to proceed with the expense item, Developer agrees that it will pay to the Town the additional expense amount within ten (10) business days of the Town's request for payment or prepayment, whichever the case may be. Developer agrees that it is responsible (subject to the notice and acceptance requirements of this Agreement) for all fees, expenses and costs incurred by the Town related to the Town's efforts to determine whether TxDOT will declare any property as Surplus Property. Should any prepayment or other payment to the Town by Developer be determined by the Town, in the Town's exclusive and sole determination, to be in excess of the actual cost, the Town agrees to reimburse Developer for such excess funds.

- (c) **No Guarantees or Refunds.** Developer acknowledges that the Town's effort to obtain Surplus Property from TxDOT may be unsuccessful and that the Town makes no representations, promises, guarantees or warranties that TxDOT will declare any portion of its property as Surplus Property (as envisioned by this Agreement), and Developer undertakes this risk with full consent and knowledge that it may expend funds and not obtain Surplus Property. Developer covenants and agrees that it shall not be entitled to a refund or repayment of any funds paid to the Town should TxDOT not declare any property as Surplus Property (as envisioned by this Agreement) and acknowledges that it is undertaking this risk as part of an informed and calculated business decision of Developer.
- (d) **Purchase of Surplus Property from TxDOT.** In the event that the Town is able to obtain a designation of certain property from TxDOT as Surplus Property (which event is not guaranteed or assured), and TxDOT agrees to sell the Surplus Property to the Town at a negotiated price, the Town agrees that it will purchase all or any portion of the Surplus Property desired by Developer, on behalf of Developer, at a price agreeable to both TxDOT and Developer. Developer agrees that it will notify the Town, in writing, prior to the Town's commitment to TxDOT to purchase all or any portion of the Surplus Property desired by Developer, that (1) Developer is in agreement with the total acquisition costs of the Surplus Property to be acquired and (2) Developer agrees it will pay to the Town the total acquisition costs (including all closing and title costs) of the Surplus Property before the Town acquires the Surplus Property.
- (e) **Transfer of Surplus Property from the Town.** Upon the vesting of title in the Surplus Property in the Town, the Town agrees to transfer title to the Surplus Property to Developer, in a manner to be mutually agreed upon by the parties, in a commercially-expedient manner. Developer agrees to pay all costs and expenses needed to transfer title to the Surplus Property from the Town to Developer.

SECTION 5. EVENTS OF DEFAULT.

Failure of the Developer or the Town to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement shall be an Event of Default.

SECTION 6. EFFECT OF AN EVENT OF DEFAULT.

Failure of either party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement or enforce specific performance as appropriate.

SECTION 7. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and further, this Agreement shall be deemed a covenant that runs with the land. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Developer warrants and represents that the individual executing this Agreement on the Developer's behalf has full authority to execute this Agreement and bind the Developer to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by the Developer and the Town.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** All notices required to be given under this Agreement shall be given in writing

and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (k) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TOWN:
TOWN OF LITTLE ELM, TEXAS,
A Texas Home-Rule Municipality

By: _____
Charles Platt
Mayor
Date: _____

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

DEVELOPER:
Rosebriar Little Elm, L.P.
A Texas Limited Partnership

By: RB Little Elm GP, L. L. C.
A Texas Limited Liability Company,

By: _____
William R. Hanks
Manager
Date: _____

Exhibit A

Depiction of the Property



CURVE TABLE						CURVE TABLE					
NO.	CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C3	2°25'42"	115.00'	4.87'	N01°19'51"E	4.87'	C70	90°00'00"	20.00'	15.71'	S02°58'08"E	14.14'
C6	41°09'53"	30.07'	21.61'	N20°31°04'W	21.14'	C71	90°00'00"	20.00'	31.42'	N02°58'08"E	28.28'
C7	84°52'03"	20.00'	29.62'	S47°40'02"W	26.99'	C72	90°03'24"	10.00'	15.72'	S87°03'34"E	14.15'
C8	7°35'00"	812.20'	107.50'	N86°06'26"W	107.42'	C73	34°05'51"	64.59'	38.44'	S64°25'09"E	37.87'
C9	7°35'21"	412.00'	54.57'	S86°06'36"E	54.53'	C74	60°56'16"	32.00'	34.03'	S78°22'53"W	32.45'
C10	15°33'39"	658.46'	178.83'	N82°07'27"W	178.28'	C75	90°00'00"	20.00'	31.42'	N83°51'02"E	28.28'
C11	74°32'05"	20.00'	26.02'	S37°09'03"W	24.22'	C76	29°07'06"	62.00'	31.51'	N56°35'25"W	31.17'
C12	30°57'26"	132.50'	71.59'	S49°00'07"E	70.72'	C77	77°14'56"	34.00'	45.84'	N83°24'25"E	42.45'
C13	90°00'56"	10.00'	15.71'	S44°53'28"E	14.14'	C78	7°18'59"	1078.82'	137.78'	N38°52'33"E	137.63'
C14	7°35'00"	836.20'	110.68'	S86°06'26"E	110.59'	C79	86°18'40"	20.00'	30.13'	S00°37'18"E	27.30'
C15	7°35'21"	388.00'	51.38'	S86°06'36"E	51.35'	C80	2°10'143"	1128.82'	40.00'	N22°14'53"E	40.00'
C16	15°00'06"	682.46'	179.48'	S82°22'13"E	178.97'	C81	93°55'03"	20.00'	32.78'	N89°42'25"E	29.23'
C17	105°02'50"	15.00'	27.50'	N52°38'25"E	23.81'	C82	7°05'16"	1054.82'	130.49'	N38°45'41"E	130.40'
C18	76°52'23"	10.00'	13.42'	N38°19'12"W	12.43'	C83	77°14'56"	10.00'	13.48'	N83°24'25"W	12.48'
C19	13°07'37"	50.00'	11.46'	N83°19'12"W	11.43'	C84	29°07'06"	38.00'	19.31'	N56°35'25"W	19.10'
C20	30°09'55"	165.00'	86.87'	N74°48'03"W	85.87'	C85	60°56'16"	8.00'	8.51'	S78°22'53"W	8.11'
C21	30°09'55"	135.00'	71.08'	N74°48'03"W	70.26'	C86	42°08'52"	30.00'	22.07'	S69°02'34"W	21.57'
C22	90°00'00"	20.00'	31.42'	S45°07'00"W	28.28'	C87	90°00'00"	10.00'	15.71'	N87°01'52"W	14.14'
C23	29°31'17"	138.00'	71.10'	S75°07'22"E	70.32'	C88	12°50'19"	200.00'	44.82'	N83°27'51"W	44.72'
C24	10°46'57"	794.20'	149.48'	N84°49'33"W	149.24'	C89	12°50'19"	200.00'	44.82'	N83°27'51"W	44.72'
C25	52°24'54"	20.00'	18.30'	N63°54'33"E	17.66'	C90	7°35'00"	824.20'	109.09'	N86°06'26"E	109.01'
C26	4°05'06"	1321.42'	94.21'	N39°34'44"W	94.19'	C91	12°50'19"	200.00'	44.82'	S83°41'50"W	44.72'
C27	83°49'04"	20.00'	29.62'	N07°07'20"W	26.92'	C92	12°50'19"	200.00'	44.82'	S83°41'50"W	44.72'
C28	8°19'28"	637.96'	92.69'	N85°44'32"W	92.61'	C93	4°09'25"	400.00'	29.02'	S84°23'39"E	29.02'
C29	47°51'08"	30.00'	25.06'	N65°57'26"W	24.33'	C94	0°56'59"	1306.94'	21.66'	N34°39'46"E	21.66'
C30	120°09'55"	10.00'	20.07'	S60°11'57"W	17.33'	C95	32°33'40"	34.07'	17.31'	N69°48'01"W	17.08'
C31	24°13'14"	63.27'	28.75'	S83°32'59"W	26.55'	C98	90°00'00"	30.00'	47.12'	N02°58'08"E	42.43'
C32	19°13'56"	77.00'	25.85'	N80°30'01"W	25.73'	C100	90°00'00"	15.00'	23.56'	S87°01'52"E	21.21'
C33	89°43'38"	10.00'	15.66'	S44°45'0"E	14.11'	C109	180°00'00"	20.00'	62.83'	S42°01'52"E	40.00'
C34	90°00'00"	12.52'	19.66'	S52°22'47"W	17.70'	C110	90°00'00"	10.00'	15.71'	N87°01'52"W	14.

IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
 IRF = IRON ROD FOUND
 CM = CONTROL MONUMENT
 CAB. = CABINET
 SL. = SLIDE
 PG. = PAGE
 VOL. = VOLUME
 INST. = INSTRUMENT
 M.R.D.C.T. = MAP RECORDS OF DENTON COUNTY, TEXAS
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS OF DENTON
 COUNTY, TEXAS
 D.R.D.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
 F.L.A.U.E. = FIRE LANE, ACCESS & UTILITY EASEMENT
 A.U.E. = ACCESS & UTILITY EASEMENT
 U.E. = UTILITY EASEMENT
 W.E. = WATER EASEMENT
 D.E. = DRAINAGE EASEMENT
 S.E. = SIDEWALK EASEMENT
 S.S.E. = SANITARY SEWER EASEMENT
 W.M.E. = WALL MAINTENANCE EASEMENT

1. The bearings for this plat are based on deed recorded in Clerk's File No. 97-R0089712, Deed Records of Denton County, Texas.
2. The Property Owner's Association shall be responsible for the maintenance of perimeter fencing and/or Lots 1, 4, 6 and 7, which will be held in common ownership.
3. This Property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.

FINAL PLAT
ROSEBRIAR MARKETPLACE ADDITION
LOTS 1-7 , BLOCK A
22.578 ACRES
W. McFADDEN SURVEY, ABSTRACT NO. 893
TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS



**Kimley-Horn
and Associates, Inc.**
Tel. No. (972) 770-1300
Fax No. (972) 239-3821

<u>Scale</u> 1" = 50'	<u>Drawn by</u> SRD	<u>Checked by</u> DAB	<u>Date</u> 6-18-2010	<u>Project No.</u> 069303000	<u>Sheet No.</u> 1 OF 2
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DWG NAME: K:\DAL SURVEY\ FRISCO SURVEY FILES\FRI SURVEY\69903000 KROGER LITTLE ELM\DWG\69903000 KROGER LITTLE ELM FINAL PLAT.DWG PLOTTED BY: BROWN, DANA 8/18/2011 3:09 PM LAST SAVED 8/10/2011 9:20 AM

LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S89°53'56"E	50.00'	L77	S71°08'58"E	135.88'	L171	N49°01'29"W	11.36'
L2	S89°53'56"E	4.36'	L78	S65°50'19"E	3.70'	L172	N42°31'48"W	57.44'
L3	N00°07'00"E	50.00'	L79	S60°31'40"E	61.96'	L191	S42°01'52"E	106.22'
L4	S89°53'56"E	4.34'	L80	S66°59'57"E	31.44'	L192	N47°58'08"E	25.00'
L5	N00°07'00"E	9.96'	L81	N66°59'57"W	57.06'	L193	N42°01'52"W	135.00'
L6	S89°53'56"E	27.43'	L82	N71°08'58"W	178.80'	L194	S89°53'00"E	150.35'
L10	S89°53'56"E	14.22'	L83	N75°42'14"W	71.58'	L195	S45°07'00"W	49.99'
L11	S89°54'16"E	56.87'	L84	N71°18'35"W	113.02'	L196	N89°53'00"W	42.72'
L12	S00°07'00"W	27.44'	L85	S47°58'08"W	328.93'	L197	N00°07'00"E	15.00'
L14	N09°36'43"W	49.65'	L86	N89°53'00"W	222.65'	L198	N89°53'00"W	36.51'
L15	N89°46'58"E	5.03'	L87	N89°53'00"W	121.08'	L199	S45°07'00"W	37.09'
L16	N89°46'58"E	14.93'	L88	N89°53'00"W	271.28'	L200	S79°54'36"W	88.52'
L17	N89°54'16"W	74.23'	L89	N46°50'47"W	46.73'	L201	S00°06'32"E	197.00'
L18	S00°07'00"W	186.01'	L90	N42°01'52"W	185.79'	L202	S00°06'32"E	197.00'
L19	S89°35'14"E	91.35'	L91	N47°58'08"E	94.43'	L204	S00°06'32"E	17.47'
L20	S89°53'56"E	29.34'	L92	S42°01'52"E	221.50'	L205	S00°06'32"E	11.46'
L21	S59°43'05"E	15.31'	L97	N47°58'08"E	218.27'	L208	S89°35'14"E	100.46'
L22	S00°07'00"W	182.04'	L99	S47°58'08"W	223.27'	L209	N89°25'34"W	171.31'
L23	S89°54'16"E	56.87'	L101	N42°01'52"W	15.00'	L210	N89°35'14"W	202.60'
L24	N42°01'52"W	9.46'	L104	N42°01'52"W	167.76'	L211	S00°09'34"W	5.50'
L25	N71°08'58"W	30.88'	L105	S00°07'00"W	10.60'	L212	S89°35'14"E	257.83'
L26	N00°07'00"E	149.18'	L106	S89°53'00"E	18.91'	L213	S89°25'34"E	187.54'
L27	N42°01'52"W	74.02'	L107	S44°39'54"E	58.95'	L214	S89°25'34"E	39.77'
L28	N42°01'52"W	74.02'	L108	S89°53'00"E	75.16'	L215	N89°25'34"W	33.28'
L29	N89°53'00"W	101.65'	L109	N00°07'00"E	10.00'	L216	N21°55'33"E	55.57'
L30	N71°08'58"W	30.88'	L110	N89°53'00"W	70.99'	L220	S33°26'40"W	73.61'
L31	S47°54'44"W	37.18'	L111	N44°39'54"W	58.85'	L222	S31°32'40"W	110.37'
L32	N59°43'05"W	69.06'	L112	N89°53'00"W	8.28'	L223	S31°32'40"W	112.11'
L33	N42°01'52"W	43.49'	L114	S47°58'08"W	58.15'	L224	S00°07'00"W	247.50'
L34	N89°53'00"W	102.95'	L115	N89°53'00"W	333.73'	L225	S89°53'00"E	15.00'
L35	N86°21'02"E	52.26'	L116	N00°07'00"E	10.00'	L226	N00°07'00"E	246.52'
L36	S89°53'00"E	251.44'	L117	S89°53'00"E	126.00'	L232	S00°07'00"W	45.01'
L37	N42°01'52"W	176.10'	L118	N00°07'00"E	24.10'	L234	S00°07'00"W	45.00'
L38	N89°53'01"W	64.12'	L119	S89°53'00"E	10.00'	L235	S89°53'00"E	15.00'
L39	N89°53'00"W	235.18'	L120	S00°07'00"W	24.10'	L236	N51°55'15"W	66.71'
L40	S00°07'00"W	150.80'	L121	S89°53'00"E	193.88'	L237	N51°55'15"E	56.25'
L41	N00°07'00"E	1.32'	L122	N48°19'02"E	47.17'	L238	S42°01'52"E	118.50'
L42	S89°53'00"E	280.81'	L127	S42°01'52"E	42.50'	L239	N47°58'08"E	223.27'
L43	S46°46'33"E	17.26'	L128	S47°58'08"W	10.00'	L241	S42°01'52"E	109.39'
L44	S89°53'00"E	226.28'	L129	N42°01'52"W	42.50'	L242	N34°43'30"W	1.66'
L45	N86°21'02"E	52.26'	L131	S43°34'30"E	16.29'	L243	N47°58'08"E	213.22'
L46	S71°08'58"E	4.54'	L132	S46°25'30"W	10.00'	L244	S47°58'08"W	249.18'
L47	S89°53'00"E	121.08'	L133	S43°34'30"E	16.52'	L245	S42°02'51"E	10.26'
L48	S47°58'08"W	3.49'	L140	S43°46'38"E	10.01'	L247	S47°48'32"W	55.72'
L49	S79°54'36"W	31.18'	L141	S42°01'52"E	10.14'	L248	S42°11'28"E	20.00'
L50	S89°53'00"E	222.65'	L142	N00°09'34"E	14.19'	L249	N47°48'32"E	44.73'
L51	S89°53'00"E	2.43'	L146	N00°07'00"E	180.06'	L250	N13°23'30"W	8.31'
L52	N47°58'08"E	299.54'	L151	N00°07'00"E	162.30'	L251	N42°01'52"W	15.61'
L53	N00°07'00"E	3.32'	L152	S89°53'00"E	12.00'	L252	S47°58'08"W	13.16'
L54	S71°08'58"E	86.19'	L153	S89°53'00"E	8.00'	L253	S42°01'52"E	8.42'
L55	N00°07'00"E	17.84'	L154	S00°07'00"W	106.14'	L254	S13°23'30"E	16.56'
L56	S16°51'02"W	37.90'	L156	S53°44'31"E	78.53'	L255	S47°48'32"W	16.13'
L57	N89°53'00"W	15.00'	L158	S87°59'28"W	16.91'	L256	N42°01'52"W	23.03'
L58	S47°58'08"W	641.84'	L159	N53°44'31"W	65.99'	L257	S47°49'11"W	12.00'
L59	S00°07'00"W	18.60'	L161	S00°07'00"W	48.34'	L258	S42°01'52"E	209.08'
L60	N89°53'01"W	51.82'	L163	N46°50'47"W	17.77'	L260	N57°30'18"E	4.20'
L63	N89°53'00"W	232.83'	L164	N42°01'52"W	2.29'	L261	S09°36'43"E	55.68'
L66	N89°53'00"W	101.65'	L165	N47°58'08"E	151.43'	L262	N37°17'53"E	20.54'
L68	N59°43'05"W	50.88'	L166	S42°01'52"E	20.00'	L264	N33°31'24"E	115.33'
L71	N00°07'00"E	209.73'	L167	S47°58'08"W	149.93'	L271	N42°01'52"W	40.00'
L73	N43°46'38"W	65.73'	L168	S33°31'24"W	93.74'	L272	N47°58'08"E	10.00'
L75	N47°58'08"E	158.63'	L169	N57°01'31"W	5.00'	L273	S42°01'52"E	40.00'
L76	N18°51'02"E	43.90'	L170	S33°31'24"W	21.55'	L274	S66°54'36"E	1.86'



FLOOD STATEMENT

According to Map No. 48121C0420 E, dated April 2, 1997, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not within a special flood hazard area.

NOTES:

- The bearings for this plat are based on deed recorded in Clerk's File No. 97-R0089712, Deed Records of Denton County, Texas.
- The Property Owner's Association shall be responsible for the maintenance of perimeter fencing and/or Lots 1, 4, 6 and 7, which will be held in common ownership.
- This property may be subject to charges related to impact fees and the applicant should contact the Town regarding any applicable fees due.

LEGEND:

IRSC = 5/8" IRON ROD SET W/ "KHA" CAP
IRF = IRON ROD FOUND
CM = CONTROL MONUMENT
CAB. = CABINET
SL. = SLIDE
PG. = PAGE
VOL. = VOLUME
INST. = INSTRUMENT
M.R.D.C.T. = MAP RECORDS OF DENTON COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
F.L.A.U.E. = FIRE LANE, ACCESS & UTILITY EASEMENT
A.U.E. = ACCESS & UTILITY EASEMENT
U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT
D.E. = DRAINAGE EASEMENT
S.E. = SIDEWALK EASEMENT
S.S.E. = SANITARY SEWER EASEMENT

OWNERS CERTIFICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS ROSEBRIAR LITTLE ELM, L.P. and KROGER TEXAS L.P. are the owners of a tract of land out of the W. McFadden Survey, Abstract No. 893, Town of Little Elm, Denton County, Texas, being part of a tract of land described in Special Warranty Deed to RB Pass, LLC, recorded in Instrument No. 2009-144565, Official Public Records, Denton County, Texas and part of a tract of land described in Special Warranty Deed to Kroger Texas L.P. recorded in Instrument No. 2009-144613 Official Public Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap found at the westernmost end of a right-of-way corner clip at the intersection of the northwest right-of-way line of F.M. 423 (a variable width right-of-way) and the northeast right-of-way line of F.M. 720 (a variable width right-of-way) at the beginning of a curve to the left having a radius of 617.96 feet, a central angle of 056°28'58", a chord bearing and distance of North 61°39'47" West, 584.82 feet;

THENCE with said north right-of-way line, the following courses and distances:

In a northwesterly direction with said curve, an arc distance of 609.19 feet to a 5/8" iron rod with cap found for corner; from said point a 5/8" iron rod found bears North 83°10' West, a distance of 3.2 feet; North 89°54'16" West, a distance of 76.07 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a non-tangent curve to the left having a radius of 774.20 feet, a central angle of 10°35'56", a chord bearing and distance of North 84°35'58" West, 143.01 feet; In a northwesterly direction with said curve, an arc distance of 143.22 feet to a 5/8" iron rod with "KHA" cap set for corner; North 89°53'56" West, a distance of 54.36 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE departing said north right-of-way line with the west line of said RB Pass, LLC tract the following courses and distances:

North 00°07'00" East, a distance of 293.02 feet to a 5/8" iron rod with "KHA" cap found for corner; South 89°53'00" East, a distance of 203.63 feet to a 5/8" iron rod with "KHA" cap found for corner; North 00°07'00" East, a distance of 294.50 feet to a 5/8" iron rod with "KHA" cap found for corner in the south line of Lot 25, Block T, Eldorado Estates West, Phase II, an addition to the Town of Little Elm, Texas according to the plat recorded in Cabinet V, Page 632, Plat Records of Denton County, Texas;

THENCE with said south line of Block T, the following courses and distances:

South 89°53'00" East, a distance of 673.50 feet to a 5/8" iron rod with "KHA" cap found for corner; North 47°58'08" East, a distance of 124.74 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left with a radius of 475.92 feet, a central angle of 29°07'06", and a chord bearing and distance of North 33°24'35" East, 239.27 feet; In a northeasterly direction, with said curve, an arc distance of 241.87 feet to a 1/2" iron rod found for corner; South 71°08'58" East, a distance of 596.19 feet to a 5/8" iron rod with 3" aluminum disk stamped "TxDot R.O.W. Marker" found for corner in said northwest right-of-way line of F.M. 423, at the beginning of a non-tangent curve to the right having a radius of 1129.82 feet, a central angle of 06°42'07", a chord bearing and distance of South 24°06'01" West, 132.08 feet;

THENCE with said northwest right-of-way line, the following courses and distances:

In a southwesterly direction with said curve, an arc distance of 132.16 feet to a 5/8" iron rod with "KHA" cap set for corner; South 42°02'44" West, a distance of 40.93 feet to a 5/8" iron rod with "KHA" cap set for corner; South 33°26'40" West, a distance of 73.61 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a tangent curve to the right with a radius of 1129.23 feet, a central angle of 12°50'22", and a chord bearing and distance of South 39°51'51" West, 252.52 feet; In a southwesterly direction with said curve, an arc distance of 253.05 feet to a 5/8" iron rod with "KHA" cap set for corner; South 47°54'45" West, a distance of 305.43 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a tangent curve to the left with a radius of 1242.92 feet, a central angle of 4°44'57", and a chord bearing and distance of South 45°32'17" West, 102.99 feet; In a southwesterly direction with said curve, an arc distance of 103.02 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a non-tangent curve to the left having a radius of 1242.92 feet, a central angle of 2°07'22", a chord bearing and distance of South 42°08'43" West, 46.05 feet; In a southwesterly direction with said curve, an arc distance of 46.05 feet to a 5/8" iron rod with "KHA" cap set for corner; North 89°50'28" West, a distance of 16.29 feet to a 5/8" iron rod with "KHA" cap found for corner at the beginning of a non-tangent curve to the left having a radius of 1255.92 feet, a central angle of 013°36'51", a chord bearing and distance of South 33°44'52" West, 297.72 feet; In a southwesterly direction with said curve, an arc distance of 298.42 feet to a 5/8" iron rod with "KHA" cap found for corner at the easternmost end of said right-of-way corner clip;

THENCE with said right-of-way corner clip, South 87°59'28" West, a distance of 82.92 feet to the POINT OF BEGINNING and containing 22.578 acres or 983,500 square feet of land.

SURVEYORS CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, DANA BROWN, a Registered Professional Land Surveyor in the State of Texas, do hereby declare that I have prepared this plat from an actual on the ground survey of the land, and that the corner monuments shown therein were properly placed under my personal supervision in accordance with Subdivision Regulations of the Town of Little Elm, Texas.

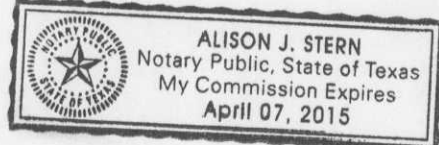
Dana Brown
Registered Professional Land Surveyor #5336
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
972-770-1300
dana.brown@kimley-horn.com

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Dana Brown, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of August, 2011.

Alison J. Stern
NOTARY PUBLIC in and for the STATE OF TEXAS



Filed for Record
in the official records of:
Denton County
On: Sep 30, 2011 at 09:27A
As a
Plat Records
ROSEBRIAR MARKETPLACE ADDITION
Doc Number: 2011-187
No of Pages: 2
Amount 100.00
Receipt Number - 833044
By:
Summa Parr

OWNER: (LOTS 1-6)
Rosebriar Little Elm, L.P.
P. O. Box 541208
Dallas, Texas 75254-1208
Tel. No.: (972) 755-6019
Contact: Bill Hanks
bill@rosebriar.com

OWNER: (LOT 7)
Kroger Texas L.P.
1331 E. Airport Freeway
Irving, Texas
Tel. No.: (972) 755-6019
Contact: Christina Konrad
christina.konrad@kroger.com

APPLICANT / ENGINEER
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No.: (972) 335-3580
Fax No.: (972) 335-3779
Contact: Bill Brignon, PE
bill.brignon@kimley-horn.com

Recorded in Cabinet __, Slide __, P.R.D.C.T.

OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ROSEBRIAR LITTLE ELM, L.P. AND KROGER TEXAS L.P. ("Owner") does hereby adopt this plat designating the hereinabove property as ROSEBRIAR MARKETPLACE ADDITION, an addition to the Town of Little Elm, Denton County, Texas, and do hereby dedicate to the public use forever, their streets, alleys and public use areas shown hereon, the easements, as shown, for mutual use and accommodation of the Town of Little Elm and all public utilities desiring to use or using same. The Town of Little Elm and any public utility company shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements or growths, which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on said Easements, and the Town of Little Elm and all public utilities constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems, without the necessity, at anytime, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Little Elm, Texas.

WITNESS, my hand, this 24 day of August, 2011.

By: Rosebriar Little Elm, L.P.
a Texas limited partnership

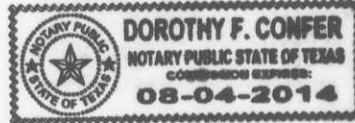
By: Rosebriar Little Elm GP, L.L.C.
a Texas Limited Liability Company
William R. Hanks
Chief Executive Officer

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Authority, a Notary Public in and for said county and state, on this day personally appeared William R. Hanks, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24 DAY OF August, 2011.

Dorothy F. Conner
NOTARY PUBLIC in and for the STATE OF TEXAS



WITNESS, my hand, this 31st day of August, 2011.

By: Kroger Texas L.P.
an Ohio limited partnership

By: KRGP Inc.
an Ohio corporation, its general partner
By: Patricia T. Ash
Patricia T. Ash, Vice President
Print name and Title

STATE OF OHIO §
COUNTY OF HAMILTON §

BEFORE ME, the undersigned Authority, a Notary Public in and for said county and state, on this day personally appeared Patricia T. Ash, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st DAY OF August, 2011.

Carrie A. Cortolillo
NOTARY PUBLIC in and for the STATE OF OHIO

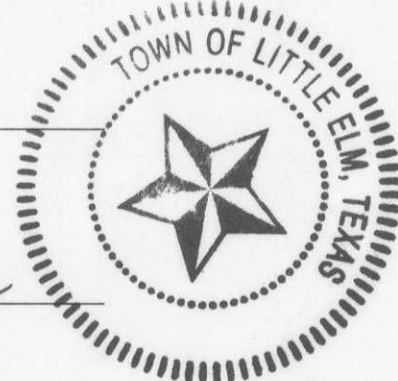


TOWN OF LITTLE ELM APPROVAL

APPROVED this 16th day of September 2011 by the Town Council of the Town of Little Elm, Texas.

Charles P. Pelt
Mayor

Christy Pelt
Town Secretary



FINAL PLAT
ROSE

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: May 1, 2012

PROJECT: **Engineering Task Order with Freese & Nichols
(Engineering Services Contracts) for Surplus Right of Way
Services**

DESCRIPTION: Town Staff has negotiated a Task Order for surplus right of way services. These services include survey and preparing TxDOT standards and forms to acquire surplus right of way from TxDOT.

COST: **\$6,000.00**

FUNDING: **Acct. Name & No**
Engineering
112-6214-10-00
\$6,000
Developer Funded

SCHEDULE: Survey is to start immediately. Process typically takes approximately one year.

RECOMMENDED ACTION: **Staff recommends Council approve an Engineering Task Order for the Surplus Right of Way services between the Town of Little Elm and Freese & Nichols for the amount of \$6,000.00 and authorize Town Manager to execute a contract for the same.**

TOWN CONTACT: Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS: 1. Design Task Order

WORK ORDER

MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("MAPS") No.: 100120

Work Order No. 1

Pursuant to and subject to the above-referenced MAPS, dated January 10, 2010 between the Town of Little Elm, Texas ("Owner"), and Freese and Nichols, Inc., ("Consultant"), Owner hereby requests that Consultant perform, and Consultant agrees to perform, the work described below upon the terms set forth in said MAPS and in this Work Order:

OWNER PROVIDED INFORMATION:

Work Site: Surplus Property (Kroger) Survey

Work to Be Performed: Boundary Survey of the Surplus Right-of Way

Time to Complete: Thirty (30) Days

COMPENSATION

Services will be provided for a Not to Exceed fee of Six Thousand Dollars (\$6,000.00).

Scope of Work:

Survey and prepare a boundary survey of the surplus right-of-way along FM720 near the intersection of FM423. The survey will be prepared to TxDOT standards and will require us to obtain the new right-of-way strip map of said FM720, and the boundary will be prepared according to the newly constructed curb lines, and will be placed 15 feet behind the new Northeast curb line of FM720. The survey will show all surface features within the surplus tract. The boundary construction may be inhibited due to the recent construction of the new streets and adjoining construction site (right-of-way and boundary corners may be knocked out).

ACCEPTANCE:

This Work Order is accepted on the terms set forth herein and in the MAPS referenced above, as indicated by the signatures below.

Freese and Nichols, Inc.

By: 

Printed Name: Jeff Payne

Title: Associate

Date: 1/6/12

Owner

Town of Little Elm

By: _____

Printed Name: Doug Peach

Title: Interim Town Manager

Date: _____

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: May 1, 2012

PROJECT: **Work Order for Farmer's Market Grant Application with Blais & Associates**

DESCRIPTION: Town Staff discovered that the USDA has requested applications for a Farmer's Market grant due May 21st. Fact Sheet and USDA guidelines are attached. The Town has often discussed starting up a Farmer's Market. Any market needs a champion, an employee that setting up the market is their main responsibility. Staff is proposing to request a part time employee to manager, support, and set up a Farmer's Market either at Town Hall on the weekends or at a local retail shopping center paid for with the grant. There is a \$100,000 limit with no matching funds required.

Examples of previous awards:

\$51,230 to **Madera County Children and Families Commission**, Madera, CA, to hire a Market Coordinator, conduct a bilingual marketing campaign to promote the use of EBT at the Madera County Farmers Market, recruit new vendors to increase the variety of food products offered at the market, and educate vendors and consumers on the "buy fresh/buy local" concept.

\$35,526 to the **Pueblo of Pojoaque**, Santa Fe, NM, to expand the Pojoaque Farmers Market to open a second day, increase its patronage with advertising, and hire an experienced market manager.

\$47,010 to the **Town of Oberlin**, LA, to improve the sustainability of the Oberlin Farmers Market by purchasing needed equipment and making the market manager position permanent.

\$46,948 to **Institute of Community Development**, New Orleans, LA, to begin a new EBT project to support a farmers market in a neighborhood affected by Hurricane Katrina by performing outreach to residents, securing a paid market manager and interns, developing a website, obtaining branded materials, offering EBT services and tokens, and advertising through media.

\$65,000 to the **City Of Winnsboro**, TX, to promote and stabilize the Winnsboro Farmers Market by hiring and training a market manager, promoting the market via advertisements and signage, and training vendors in business practices.

Blais & Associates have offered to oversee and prepare the grant for four thousand nine hundred and fifty three dollars and seventy five cents (\$4,953). Staff feels this could be a great opportunity with no cost to the Town except staff time for paperwork requirements. Funding for grant writer fee is available within the professional services line item in the Engineering (10) budget.

COST: \$4,953 (Time and Materials – Not to Exceed)

FUNDING: **Acct. Name & No**
Engineering
112-6214-10-00

SCHEDULE: Blais & Associates will start immediately on application, due May 21, 2012.

RECOMMENDED ACTION: **Staff recommends Council approve a Work Order to submit for a Farmer's Market Grant to USDA between the Town of Little Elm and Blais & Associates for the not to exceed amount of \$4,953 and authorize the Town Manager to execute a work order for the same.**

TOWN CONTACT: Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS: 1. Fact Sheet and USDA Guidelines and Requirements

FACT SHEET

2012 Farmers Market Promotion Program Grant

Funding Information and Application Requirements

FAST FACTS		
1	Application Deadline	May 21, 2012
2	Workshops (if any)	There are no workshops scheduled at this time.
3	Eligible Applicants	Agricultural Cooperative, Producer Network, Producer Associations, Local Government, Nonprofit Corporation, Public Benefit Corporation, Economic Development Corporation, Regional Farmers Market Authority and Tribal Government. Eligible entities must apply on behalf of direct marketing operations that include two or more farmers/farm vendors who produce and sell their own products directly to consumers, and where the sales of these farm products represent the core business of the direct marketing operation.
4	Purpose of Program	To support agricultural marketing enterprises where farmers or vendors sell their own products directly to consumers, and where the sales of these farms represent the core business of the direct marketing operation.
5	Success Rate Last Year	148 applications were funded in 2011 81 applications were funded in 2010 86 applications were funded in 2009 85 applications were funded in 2008
6	Authorizing Resolution Required?	Not listed as required.
FUNDING INFORMATION		
7	Total Funds Available	\$10 million
8	High, Low, Average Grant Last Year	High: \$96,200; Average: \$67,114; Low: \$4,242
9	Maximum Funding Request	Maximum award is \$100,000; minimum award is \$5,000
10	Local Match Required	Not required.
11	Funding Cycle	Annual
PROJECT INFORMATION		
12	Examples of Funded Projects	Pacific Coast Farmers Market Association , Concord, CA, to start new and existing EBT projects at two new farmers markets in East San Jose, CA, that will serve as hubs for a variety of programs that address food access, food affordability, and nutrition education. Awarded \$85,592. Thai Community Development Center , Los Angeles, CA, to establish the East Hollywood Farmers Market which will promote healthy diets, create jobs, financially sustain growers, and expand access to fruits and vegetables for low-income individuals. Awarded \$67,623.

Everyone's Harvest, Marina, CA, to help farmers at the Monterey County farmers markets expand their business, develop promotional materials, conduct nutritional and recycling workshops, and develop a farm stand at California State University at Monterey Bay/Fort Ord. Awarded \$46,076.

See the complete 2011 awards list below.

13	Priorities	Increasing Food Access in Food Deserts and Low-income Communities. While projects that address this priority are particularly encouraged, all eligible activities will receive full consideration.
14	Eligible Project Types	<ul style="list-style-type: none"> • Project(s) must establish, expand, or promote direct producer-to-consumer marketing activities within the United States. • The project(s) must increase domestic consumption of agricultural commodities by: (a) improving and expanding, or assisting in the improvement and expansion of, domestic farmers markets, roadside stands, community-supported agriculture programs, agritourism activities, or other direct producer-to-consumer market opportunities; or (b) developing, or aiding in the development of, new farmers markets, roadside stands, community-supported agriculture programs, agritourism activities, or other direct producer-to-consumer marketing opportunities. • The proposed project must not be dependent on the completion of another project or the receipt of another grant.
15	Ineligible Activities	Land/Buildings; Political Activities; Prohibited Activities; Existing or Pending Funded Activities.
16	Project Readiness	Projects not to exceed 24 months beginning October 1, 2012 and ending September 30, 2014.

HOW TO APPLY

17	Application Requirements	<p>ALL applications must contain all required paperwork in order to be considered. There will be NO EXCEPTIONS.</p> <ul style="list-style-type: none"> • SF-424 Application • SF-424A Budget Information • SF-424B Assurances • Written Proof of Eligibility • Evidence of Contractor/Sub-awardee CCR Registration and DUNS Number (if applicable) • Evidence of all Contractor and Sub-awardee Debarment Status • Proposal Narrative (single sided - not to exceed 12 pages) • Supplemental Budget Summary, Project Activities non-EBT or Supplemental Budget Summary, EBT Projects only • Supporting Documents <ul style="list-style-type: none"> ○ Brief description of experience and qualifications of those leading the project activities. ○ Letters and/or other evidence of commitment from cooperators, contractors, or resource providers.
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18	Submission Requirements	Submit application via grants.gov.
HOW APPLICATIONS WILL BE SCORED		
19	Evaluation Criteria and Process	<ul style="list-style-type: none"> • Direct Benefit to Farmers/Vendors - Explain the direct benefit to farmers and/or vendors of the market entity. (25 points) • Quantitative Evaluation and Measurement of Project's Long Term Impact - Describe the project's long-term impact. (20 points) • Reasonableness of Budget - Provide justification for the budget and funds usage by explaining how the budget items support the work plan in achieving the project goals. (20 points) • Capacity, Collaboration and Partnership Participations - Include partner qualifications. Outline the collaboration/partnerships formed and farmer/vendor participation for this project. (20 points) • The Need for the Project - Provide a clearly identified issue/problem and the actions or project work to address it. (10 points) • Sustainability - Describe the project's sustainability and transferability. (5 points) • Addresses the FY-2012 FMPP Priority - Projects implemented in a USDA-defined food desert census tract will receive 5 points. (5 points)
WHO TO CONTACT		
20	Agency	United States Department of Agriculture (USDA)
21	Contact Name/Phone Number	USDAFMPPQuestions@ams.usda.gov (email will be available until May 21, 2012)
22	Web Site	http://www.ams.usda.gov/AMSV1.0/FMPP

Farmers Market Promotion Program – FY 2011 Awards

E = new EBT EE = existing EBT project E/EE = new and existing EBT

Alabama	\$67,109 to Promoting Empowerment and Enrichment Resources, Inc. of Birmingham, AL, to establish a farmer co-op market and purchase refrigerated equipment for enhancing community access to fresh foods in East Lake, AL.
	\$52,000 to the Hampstead Institute, Inc. , Montgomery, AL, to purchase a greenhouse, walk-in cooler, pop-up tents, and other marketing materials to increase accessibility to healthy food and enhance and promote its farm and farmers market which serves as an alternative market outlet for local farmers.
Arizona	\$83,192 to Tohono O’odham Community Action , Sells, AZ, to foster production of food traditionally farmed by the Tohono O’odham Nation, start a farm equipment and tool lending program, and organize and implement a series of “fresh sales” where growers and wild harvesters sell their products directly to the public.
	\$47,329 to the University of Arizona, Yuma County Cooperative Extension , Yuma, AZ, to increase the number of small farmers who grow for direct sales. This will lead to the sustainability of a locally grown farmers market in Yuma County.
Arkansas	\$95,180 to Meadow Creek, Inc. , Fox, AR, to increase access to fresh, healthy, heritage foods in Arkansas’ rural food deserts by developing nine new retail locations for direct and online producer-to-consumer marketing outlets, train local growers to become year-round producers and market their value-added products, and educate SNAP recipients on value of eating healthy foods.
	\$39,215 to Main Street Helena , Helena, AR, to: 1) increase the consumption and availability of affordable and quality fresh produce among Phillips County residents, with a focus on low-income residents, 2) increase the positive economic impact of local farmers and gardeners on Phillips County, and 3) increase the viability of downtown Helena and its businesses through a marketing and education campaign and improving the overall market infrastructure and customer experience.
California	\$96,200 to the Round Valley Indian Health Center, Inc. , Covelo, CA, to develop the Round Valley Raised CSA, a sustainable, direct market program to provide healthy, locally raised products and a connection to local agriculture for school children as part of a farm-to-school program.

California

\$93,400 to **Neighborhood House of Calexico, Inc.**, Calexico, CA, to establish a permanent farmers market facility with scheduled monthly events where local growers can effectively and cost-efficiently market agricultural products, promoting self-sufficiency, the expansion of healthy food choices, and the protection of household income for local residents.

\$85,592 to the **Pacific Coast Farmers Market Association**, Concord, CA, to start new and existing EBT projects at two new farmers markets in East San Jose, CA, that will serve as hubs for a variety of programs that address food access, food affordability, and nutrition education.

\$77,415 to the **Ecological Farming Association**, Soquel, CA, to: 1) organize and facilitate 10 direct marketing workshops at the 2012 EcoFarm Conference, to include starting CSA's, pricing and budgeting for financial success, and marketing to low-income families; 2) provide 50 scholarships for beginning and socially disadvantaged farmers to participate in the conference; and 3) conduct outreach and consumer training to school groups on farming, nutrition, and healthy eating.

\$67,623 to the **Thai Community Development Center**, Los Angeles, CA, to establish the East Hollywood Farmers Market which will promote healthy diets, create jobs, financially sustain growers, and expand access to fruits and vegetables for low-income individuals.

\$65,940 to the **Resource Conservation District of Santa Cruz County**, Capitola, CA, to establish the Capitola Farmers Market which would provide 1) access to markets for small to medium, and socially disadvantaged growers, 2) access to fresh, healthy and affordable food choices for community members in the Capitola food desert, 3) employment opportunities in Santa Cruz County, and 4) increase grower and public knowledge, capacity and participation in voluntary conservation programs.

- E \$65,700 to **Sustainable Economics Enterprises of Los Angeles**, CA, to promote an existing EBT project to increase the participation and purchasing power of SNAP/EBT enrollees; to improve producers' economic viability at those markets; and to start up and operate a new farmers market serving the low-income community of Glassell Park.

\$65,437 to **Kitchen Food Ventures**, Long Beach, CA, to purchase additional commercial equipment for a shared use, value-added food processing center for farmers wanting to add value to their products, produce, and fruit through processing.

California

EE \$64,010 to the **Visalia Farmers Market Association**, Visalia, CA, to begin a new EBT project to promote the sale of agricultural products at its farmers markets through: 1) encouraging the use of EBT and WIC benefits; 2) informing the public how to receive, use, and redeem benefits at farmers markets; 3) providing nutrition education at farmers markets; 4) collaborating with social service and educational programs; and 5) creating, using, and distributing a variety of promotional and informational print medias.

\$56,003 to **Colusa County Resource Conservation District**, Colusa, CA, to develop a comprehensive plan to create a *Colusa County Grown* brand recognition; to design and implement a marketing and advertising strategy, including logos, signage, website, recipe cards, and local food directory; and to promote the brand through local media and public events.

\$53,903 to the **Kern Valley Growers Association**, Weldon, CA, to: 1) increase the use of fresh, locally grown food in meals prepared by local residents, and 2) increase the size of the farmers market in Wofford Heights, CA, to include more farmers and offer more choices to customers.

\$51,230 to **Madera County Children and Families Commission**, Madera, CA, to hire a Market Coordinator, conduct a bilingual marketing campaign to promote the use of EBT at the Madera County Farmers Market, recruit new vendors to increase the variety of food products offered at the market, and educate vendors and consumers on the “buy fresh/buy local” concept.

\$50,941 to the **Rural Human Services** (Crescent City Farmers Market), Crescent City, CA, to develop and operate a weekly mobile commercial food kitchen for preparation and demonstration of local fresh produce; facilitate a food demonstration classroom to promote consumption of nutritious foods to SNAP recipients; and advertise and promote the project through newspaper, radio, and blogs.

\$46,076 to **Everyone’s Harvest**, Marina, CA, to help farmers at the Monterey County farmers markets expand their business, develop promotional materials, conduct nutritional and recycling workshops, and develop a farm stand at California State University at Monterey Bay/Fort Ord.

\$31,240 to the **California Small Farm Conference**, Davis, CA, to develop and implement a statewide conference for farmers and farmers market managers to promote greater success by building customer service skills and developing innovative non-farmers markets direct marketing strategies. Scholarships to the conference for market managers and small farmers will also be funded.

California	<p>EE \$25,080 to Alliance for a Post Petroleum Local Economy (APPLE), Nevada City, CA to enhance and expand an existing EBT program for the Nevada City Farmers Market and increase awareness and subsequent purchasing of fresh fruits and vegetables by EBT cardholders and low-income populations in western Nevada County.</p> <p>E \$22,500 to the Orange County Great Park Corporation, Irvine, CA, to install and promote a new EBT system at the Great Park Farmers Market.</p> <p>\$36,700 to the Discover the Delta Foundation, Isleton, CA, to: 1) develop an affordable, nutritious, and healthy food direct-marketing outlet for residents and visitors to the California Delta region, 2) increase the number of local farmers participating in the Delta Farmers Market, and 3) educate people, especially children, about how food is produced and the importance of Delta agriculture</p> <p>\$81,635 to the Boys Republic, Chino Hills, CA, to: 1) help urban consumers and low-income families gain access to healthy food by accepting EBT benefits, 2) train youth, 3) create new farmer/vendor jobs, and 4) promote consumption of locally grown fruit and vegetables at Chino Hills Farmers Market and Farm School Roadside Stand through direct producer-to-consumer marketing activities.</p>
Colorado	<p>\$50,000 to the Be Local Northern Colorado, Ft. Collins, CO, to expand food access for consumers through development of year-round farmers market by: 1) providing curriculum and technical assistance to producers to change production plans; 2) assess value-added product lines and season extension strategies; and 3) initiate micro-grants to facilitate more professional marketing and display materials.</p>
District of Columbia	<p>E \$88,068 to Dreaming Out Loud, Inc., Washington, DC, to begin a new EBT project to offer fresh, local produce and prepared foods directly to low-income residents through healthy food retail outlets in "food deserts." Additionally, they will host a wide range of family education and nutritional programs and youth activities.</p> <p>\$65,200 to the Columbia Heights Community Marketplace, Washington, DC, to improve outreach and access for low-income individuals and families in finding and purchasing fresh, nutritious food, thereby increasing direct producer-to-consumer sales and improving the overall economic vitality of the market.</p> <p>EE \$22,728 to the Ward 8 Farmers Market Cooperative, Inc., Washington, DC, to enhance its existing EBT program to: 1) expand and promote an economically vibrant farmers market in a low-income community, and 2) increase the number of SNAP participants who shop at the Ward 8 Farmers Market through a targeted marketing and educational campaign.</p>

Florida	<p>EE \$86,656 to Human Services Coalition of Dade County, Inc., Miami, FL, to enhance and expand its existing EBT program to implement a culturally appropriate outreach and education program incorporating common language and branding to increase sales at four new and four established farmers markets.</p> <p>EE \$81,571 to Florida Certified Organic Growers and Consumers, Inc., Gainesville, FL, to expand and enhance its existing EBT program to: 1) support EBT technology at two farmers markets; 2) educate underserved consumers on SNAP benefits; and 3) increase knowledge and accessibility of fruits and vegetables.</p> <p>EE \$70,087 to Roots in the City, Inc., Miami, FL, to expand and enhance its existing EBT program: 1) to plant an urban garden that will supplement product supply at the Overtown Farmers Market; 2) allow the market to extend its hours; 3) expand the growing capacity; 4) purchase growing supplies and materials; and 5) add a part-time horticulturist and additional staff.</p>
Georgia	<p>E \$59,024 to the Federation of Southern Cooperatives, Newton, GA, to begin a new EBT project to create a regional food system in southwest Georgia that will increase access to healthy food for low-income communities and food deserts, substantially expand direct marketing of locally grown fresh produce and products prepared in the community food kitchen and food incubator, and strengthen management and evaluation practices to ensure maximum market effectiveness.</p>
Hawaii	<p>E \$90,460 to the Kohala Center, Kamuela, HI, to begin a new EBT project to provide EBT access to six farmers markets, train market managers and vendors, and promote these markets to SNAP recipients on Hawaii Island.</p> <p>\$74,010 to the Heritage Ranch, Inc., Honaunau, HI, to start a new farmers market, establish a hub for farmers to drop off products to sell at the farmers market, expand an existing CSA operation, purchase a solar-powered cooler and freezer to store products for CSA and farmers market, introduce a weekly Food Share program, and host summer camp and field trips for students.</p> <p>\$70,364 to the Wai'anae Coast Comprehensive Health Center, Wai'anae, HI, to expand the Wai'anae Farmers Market to a new location, develop recipes and mini-cook books for traditional Hawaiian foods, implement monthly nutritional education classes, assess the feasibility of developing a commercial kitchen for value-added products, and provide monthly educational demonstrations of healthy and sustainable environmental practices.</p>

Idaho	EE \$42,220 to the Idaho Center for Sustainable Agriculture , Boise, ID, to enhance and expand its existing EBT program to continue to grow the EBT program at the Capital City Public Market in Boise, ID, through education and outreach, to increase healthy food access for low-income communities, and increase sales for Idaho farmers.
Illinois	<p>\$89,648 to Food Works of Carbondale, IL, to expand consumer access to local fresh foods and increase the number of roadside stands, farm markets, CSAs and other direct marketing venues by conducting a comprehensive training and mentoring program for 60 new farmers and ranchers in Southern Illinois.</p> <p>\$81,058 to the Board of Trustees of Southern Illinois University, Carbondale, IL, to help meet the needs of farmers, farmers markets, and communities for viable and healthy farmers markets by establishing an Illinois Farmers Market Association.</p> <p>\$39,270 to Faith in Place, Chicago, IL, to help grow the 15 Chicago area winter farmers markets and to support the development of a new, congregational-supported CSA in Champaign, IL.</p> <p>\$79,300 to Growing Home, Inc., Chicago, IL, to 1) increase sales of vegetables to local Engleside residents from Growing Home's own urban farm through a new farm stand and other local retail outlets; 2) purchase refrigeration equipment and other marketing and promotional supplies; and 3) conduct educational programs.</p>
Indiana	E \$55,364 to Main Street Greensburg , of Greensburg, IN, to start a new EBT project to increase interest and participation in the markets and related events, and create a model EBT program for other small rural farmers markets using innovative technology.
Iowa	E \$11,553 to the Henry County Agricultural Extension , Mount Pleasant, IA, to establish a new EBT system at the Mount Pleasant, IA, Farmers Market.
Kentucky	\$71,163 to the Grasshoppers Distribution, LLC , Louisville, KY, to increase the year-round availability of local food; improve the long-term viability of a growing CSA; enhance product value and sales; and secure equipment for an onsite, commercial kitchen.
Louisiana	\$82,023 to Twin Parish Port District , Delcambre, LA, to develop a business plan, secure permanent management, purchase supplies and equipment, and implement an effective advertising and promotional program to operate a new seafood direct-marketing facility for local fishermen.

Louisiana

- E \$77,300 to the **Renaissance Project**, New Orleans, LA, to begin a new EBT project to establish three new fresh mobile market sites in low-income areas of New Orleans where EBT use and SNAP enrollment will be available.

\$73,575 to the **American Muslim Mission of Baton Rouge, Inc.**, Baton Rouge LA, to develop a year-round farmers market for local produce, to purchase market supplies and refrigeration equipment, and to conduct outreach and educational training on sustainable gardening and marketing practices.

- EE \$48,637 to the **Big River Economic & Agricultural Development Alliance**, Baton Rouge, LA, to enhance and expand its existing EBT program to increase EBT transactions at all three Red Stick Farmers Markets in Baton Rouge through a marketing and educational campaign.

\$47,010 to the **Town of Oberlin**, LA, to improve the sustainability of the Oberlin Farmers Market by purchasing needed equipment and making the market manager position permanent.

- E \$46,948 to **Institute of Community Development**, New Orleans, LA, to begin a new EBT project to support a farmers market in a neighborhood affected by Hurricane Katrina by performing outreach to residents, securing a paid market manager and interns, developing a website, obtaining branded materials, offering EBT services and tokens, and advertising through media.

\$43,252 to the **City of Hammond**, LA, to upgrade and expand the Hammond Market by conducting an assessment of operations and requirements; developing and implementing a publicity campaign to include a new market brand identity; and purchasing equipment and supplies for market operations.

\$21,321 to the **City of DeRidder**, LA, to promote and equip a farmers market that gives local farmers a venue to sell their products to the public, educate consumers on availability of local foods, and provide the community with a central location to purchase fresh products directly from farmers.

Maine

- E \$71,852 to **Maine Farmland Trust**, Belfast, ME, to establish a new EBT project at the Unity Farmers' Market (UFM), and a multi-farm community supported agriculture (CSA) program for the development of a network of farmers and consumers to address issues of food access in identified food deserts and for research to continue this work.

- Maine** \$70,701 to the **Kennebec Valley Council of Governments**, Fairfield, ME, to establish the Maine Federation of Farmers Markets to help meet the organizational needs of Maine farmers markets, responding to marketing and regulatory questions raised by Maine vendors and encouraging Maine communities to patronize such markets and establish new markets where needed.
- \$19,963 to the **Western Mountains Alliance** of Farmington, ME, to provide hands-on training sessions to assist small farms to sell collaboratively through online farmers markets, develop systems and logistics for distribution sites, and list products through online buying clubs.
- Maryland** **EE** \$83,856 to **Civic Works, Inc.**, Baltimore, MD, to expand and enhance an existing EBT program by developing a mobile farmers market to improve the health of Clifton Park residents and improve the economic viability of local agriculture.
- E/EE** \$74,056 to **Future Harvest**, Fairplay, MD, to establish a new EBT project and enhance an existing one for the development of new EBT programs and support of existing ones to increase farmers' revenues and encourage healthy eating habits in underserved communities.
- Massachusetts** **E** \$86,875, to the **International Institute of New England**, Boston, MA, establishment of a new EBT project for the promotion of domestic consumption of agricultural commodities in low- and moderate-income communities in Manchester, NH, and for increasing the economic viability of beginning farmers.
- \$70,215 to **Community Involved in Sustaining Agriculture, Inc. (CISA)**, South Deerfield, MA, to increase direct market sales of agricultural products from the western Massachusetts farms of Hampden County by intensifying CISA's "Be a Local Hero, Buy Locally Grown" ® (or Local Hero) campaign in Hampden County; increase consumer awareness of local agriculture products; and increase farmers' and farmers market managers' ability to successfully market to consumers.
- EE** \$65,989 to **Community Teamwork Inc.**, Lowell, MA, to expand and enhance its existing EBT program to increase revenue and sales at the Lowell Farmers Market and the World PEAS Community Supported Agriculture and Cape Ann Fresh Catch Community Supported Fishery through the development of price systems that will take advantage of SNAP, WIC, and FMNP vouchers.
- EE** \$53,451 to the **Springfield Partners for Community Action, Inc.** Springfield, MA, to expand and enhance its existing EBT program to increase awareness of the Mason Square Farmers Market among low-income consumers and to encourage more farmers in the greater Springfield area to sell their products at the market.

Michigan

\$91,840 to **Food System Economic Partnership**, Ann Arbor, MI, in collaboration with Ann Arbor Township and Michigan State University's Student Organic Farm, to develop a New Farmer Incubator Center to grow new farmers, provide jobs in job-poor southeast Michigan and increase the supply of local produce.

\$63,316 to **Wayne Metropolitan Community Action Agency**, Wyandotte, MI, to start the Inkster Farmers Market which will sell local nutritious food to residents, provide a sales outlet for local producers, and act as a business and training incubator for residents.

\$62,671 to the **City of Manistique**, MI, to develop the Manistique Farmers Market to increase availability of healthy, locally grown foods to a rural area with 19.3 percent poverty rate.

\$59,994 to the **Village of Edmore**, MI, to meet the needs of local consumers and the region's Amish and other small farmers for an outlet for locally produced food by promoting, developing, and expanding the village's Edmore Marketplace and Farmers Market.

\$53,114 to the **Joy-Southfield Community Development Corporation**, Detroit, MI, to expand the West Side Market by attracting new vendors; improving vendor accommodations and the market's visual appeal; advertising and promoting the market; and preparing a business plan for a permanent, year-round farmers market in this food desert.

EE \$46,002 to the **City of Marquette**, MI, Downtown Development Authority to enhance and expand its existing EBT program to increase consumer awareness, nutrition, sales, and farmer participation in the Downtown Marquette Farmers Market through market development.

E \$43,376 to the **Ottawa County Health Department**, Holland, MI, to begin a new EBT project by collaborating with the City of Holland to implement and coordinate an EBT system at the Holland Farmers Market.

\$29,089 to **Main Street Calumet**, Calumet, MI, to meet the needs of local consumers for locally produced nutritious food and to develop a well-managed viable sales outlet for the area's small farmers by promoting, developing and expanding the town's Main Street Calumet Farmers & Artisans Market.

\$21,800 to the **City of Clare**, MI, to expand the Clare Main Street Farm and Arts Market by training a market manager, developing and purchasing materials for an advertising campaign, and training consumers to prepare and preserve fresh food, ensuring a supply of healthy food to low-income residents.

Minnesota

\$86,869 to the **Duluth Market Gardeners and Berry Association, Inc.**, Duluth, MN, for marketing and promoting two satellite locations in food-desert, low-income, areas; equipping a demonstration kitchen; and training limited-resource residents in food resource management.

\$78,934 to the **Minneapolis Heart Institute Foundation**, Minneapolis, MN, to increase access to fresh, locally grown produce at the New Ulm Farmers Market by conducting a marketing campaign to advertise the market, training farmers to meet increased demand, and extending the market season in a food desert area.

\$60,349 to the **Sustainable Farming Association of Minnesota**, Princeton, MN, to increase access to local meat in food desert areas by training farmers in meat inspection rules and educating consumers in buying directly from farmers and in preparing fresh meat.

Mississippi

\$71,674 to the **Jefferson County Board of Supervisors**, Fayette, MS, to develop a local farmers market, initiate a mobile farmers market to provide fresh produce in underserved communities, create a marketing and advertisement program to promote local agricultural products, and develop educational and training programs for small farmers to expand marketing opportunities and increase profitability.

\$61,258 to **Oxford Park Commission**, Oxford, MS, to start a new farmers market; develop a marketing strategy and purchase required supplies and equipment; conduct consumer education for adults and children; and facilitate training sessions and demonstrations for farmers and market vendors.

\$47,823 to the **City of Vicksburg**, MS, to expand and stabilize the Vicksburg Farmers Market by securing permanent market management, conducting training and certification for farmers/vendors, developing a regional advertising and promotional program, and purchasing essential equipment and supplies for market operations.

\$45,930 to **Copiah County**, Hazlehurst, MS, to develop a new farmers market; conduct consumer nutritional classes and vendor training to become a supplemental nutrition assistance program (SNAP) retailer; and develop manuals, advertising, and marketing materials to promote the market.

Missouri

\$64,600 to the **Missouri River Communities Network**, Columbia, MO, for the development of an urban farm and an on-site farmers market and other local sales outlets which will serve as an economic, educational, and cultural centerpiece for a mid- to low-income community.

Missouri	<p data-bbox="354 90 1347 283">EE \$41,791 to the Columbia Farmers Market, LLC, Columbia, MO, to expand and enhance its existing EBT program to ensure and increase access of locally produced fresh fruits and vegetables to residents of an urban food desert by providing transportation to the market and by advertising.</p> <p data-bbox="354 315 1347 556">\$28,692 to the Community Arts and Media Project, St. Louis, MO, to expand the Cherokee Street Farmers Market beyond its pilot project 2010 season, into a full-scale market by developing promotional and marketing materials, providing marketing and product development training for farmers, and expanding the market to 8–10 farmers/vendors.</p> <p data-bbox="354 588 1347 745">EE \$19,259 to the Catholic Charities of St. Louis, MO, to expand and enhance its existing EBT project for the development of satellite markets throughout the city of St. Louis and supporting the cultivation of urban agricultural vendors.</p> <p data-bbox="354 777 1347 892">\$4,242 to the Housing Authority of the City of Macon, MO, to purchase marketing supplies, equipment and promotional materials to improve and enhance the Southside Farmers’ Market.</p>
Missouri	<p data-bbox="354 919 1347 1155">\$91,082 to Get Healthy DeSoto, DeSoto, MO, to: 1) develop a comprehensive advertising and promotional campaign to attract new produce vendors and expand market sales through increased customer awareness and traffic at the local farmers market; and 2) educate customers and vendors on the nutritional benefits of locally grown produce and on good farming and business practices.</p>
Montana	<p data-bbox="354 1182 1347 1375">E \$41,374 to the Bigfork Farmers Market Cooperative, Bigfork, MT, for support of new and existing EBT projects, purchase a small mobile office trailer to provide a place to conduct market business, and to make available a facility for cooperative members and vendors to exchange and receive information that promotes sales.</p> <p data-bbox="354 1407 1347 1722">\$49,122 to Western Sustainability Exchange, Livingston, MT, to: (1) conduct training programs to increase business capacity of producers, market managers, and youth entrepreneurs in the region, 2) conduct new advertising campaigns, (3) conduct community outreach and leverage state programs to increase market attendance by seniors and WIC participants, and (4) increase the vitality of the Livingston Farmers Market as both an economic hub for producers and a source of healthy local foods for consumers in South Central Montana.</p>
Nebraska	<p data-bbox="354 1749 1347 1862">\$59,685 to Stones Thoreau - Farm to Market, Inc., Davenport, NE, to develop two retail food outlets and initiate development of a year-round indoor farmers market to serve this rural food desert.</p>

Nebraska		\$52,893 to the City of South Sioux City , NE, to develop and market a new farmers market and establish a community garden for recent Somali immigrants.
Nevada		\$75,405 to the Healthy Communities Coalition of Lyon and Storey Counties , Dayton, NV, to start and promote four farmers markets in rural food desert counties of Nevada.
New Hampshire		\$62,357 to the Women's Rural Entrepreneurial Network , Bethlehem, NH, to train farmers in management and entrepreneurship, and to market and promote a farmers market that services a food desert in Berlin.
		\$55,709 to the Southern New Hampshire Services, Inc. , Manchester, NH, to increase the self-sufficiency of immigrant farmers by expanding direct marketing opportunities through training, technical assistance, and marketing resources.
New Jersey	EE	<p>\$78,800 to City Green, Inc., Ringwood, NJ, to enhance and expand an existing EBT program to expand the current City Green Farm Stands into two full-fledged, economically vibrant farmers markets and promote the City Green CSA for seniors in a low-income food desert community.</p> <p>\$77,419 to the Jersey City Redevelopment Agency, Jersey City, NJ, for establishing a mobile farmers market to increase food access by bringing healthy, nutritious, and locally produced foods at affordable prices to underserved communities. Grantee declined the award due to changed circumstances.</p> <p>\$36,780 to the Foodshed Alliance, Blairstown, NJ, to establish a Farm-to-Family Buying Club distribution system so food producers and buyers can partner to increase the production and consumption of local foods to bolster the economy in northwest New Jersey.</p>
New Mexico		<p>\$99,497 to the Center of Southwest Culture of Albuquerque to conduct food safety training, develop a marketing plan, and purchase a catering truck to serve as a mobile farmers market, roadside stand, and retail outlet to a scattered, low-income population in the Truchas, NM community.</p> <p>\$41,740 to the Socorro County Chamber of Commerce, Socorro, NM, to expand the Socorro Farmers Market Community Kitchen by purchasing needed equipment and by training users in food processing and safety techniques.</p> <p>\$35,526 to the Pueblo of Pojoaque, Santa Fe, NM, to expand the Pojoaque Farmers Market to open a second day, increase its patronage with advertising, and hire an experienced market manager.</p>

New Mexico	\$14,814 to the New Mexico Farmers Marketing Association , Santa Fe, NM, to increase sales of locally grown produce and awareness of farmers markets among health-compromised, low-income residents, and promote long-term relationships between farmers markets and health clinics.
New York	<p>\$89,222 to the Northeast Organic Farming Association of New York, Inc., Rochester, NY, to introduce CSA direct-marketing to western New York food insecure and food desert urban communities, share strategies with local farmers on how to effectively market in low-income urban food desert communities, and improve nutrition by educating CSA shareholders in these communities on how to cook with fresh fruit and vegetables.</p> <p>\$87,998 to EcoStation:NY, Inc., Brooklyn, NY, to purchase, operate, and staff a solar and biodiesel-powered, refrigerated mobile market—the Bushwick Farmers Market Green Machine ‘pop-up’ market. The Green Machine will hold 60 mobile market sessions throughout the season, providing fresh product sales in food deserts and consumer education on health, while promoting farmers and static farmers market sites.</p> <p>\$83,045 to Council on the Environment, Inc., New York, NY, to increase access to fresh, nutritious foods in low-income neighborhoods and support mid-size family farms by sourcing wholesale Greenmarket produce to supply 24 stores through the Fresh Bodega program, which will impact health and nutrition in urban neighborhoods and connect farmers with small business owners.</p> <p>\$72,980 to Cornell Cooperative Extension of Chenango County, Norwich, NY, to: 1) increase farm revenue and profitability of Chenango County growers by developing a county-wide CSA program targeting an underserved population, food stamp consumers; and 2) provide access to fresh, healthy, and nutritious locally grown foods for underserved consumers.</p> <p>\$63,514 to Cornell University, Ithaca, NY, to increase profitability and sustainability of underserved farmers market vendors in the Capital District by providing farmer training and on-site market support in addition to increasing low-income consumer buying confidence through targeted education and outreach for consumers, market managers, and producers.</p> <p>\$58,641 to Oneida County, Utica, NY, to develop a producer and consumer base to develop and sustain a year-round market located in the historic and centrally located (but under-utilized) Union Station in downtown Utica, NY, through outreach and promotions, and to purchase of freezer capacity for year-round sales.</p>

North Carolina

\$95,052 to **North Carolina State University**, Raleigh, NC, to increase the access to healthy local food of residents of two North Carolina food desert areas, increase sales of local food by farmers in two other areas, and develop a model of local food distribution that could be applied around the nation.

\$81,605 to **Watauga County Farmers Market, Inc.**, Boone, NC, to enhance the capacity of the Watauga County Farmers Market to meet the increasing demand for locally grown produce by implementing a comprehensive marketing and infrastructure improvement plan.

\$75,900 to **Sandhills Farm to Table Cooperative**, Whispering Pines, NC, to expand its sales, membership, infrastructure, and service area, allowing local residents better access to nutritious local food and local farmers an improved livelihood.

\$74,641 to the **Appalachian Sustainable Development Project**, Asheville, NC, to increase opportunities of small farmers in the Southern Appalachians to grow and market locally produced nutritious food through an expanded network of CSA programs.

\$66,462 to the **North Carolina Public Health Foundation**, Raleigh, NC, to increase the access to healthy local food of residents of five North Carolina counties who reside in identified food deserts, through the use of mobile farmers markets.

Ohio

\$85,950 to the **City of Ravenna**, OH, to increase access to healthy local food and the income of local farmers by purchasing equipment and supplies to operate a new farmers market; develop a website, market signage and advertising and promotional program; and conduct consumer educational sessions on proper food handling and preparation for Ravenna residents.

\$75,845 to **Common Wealth, Inc.**, Youngstown, OH, to establish two year-round farmers markets (one in Youngstown and one in Warren) and to implement a marketing, aggregation, and distribution system for the Lake-to-River Food Cooperative to efficiently expand sales to schools, hospitals, and retail sites such as gas stations and corner stores.

EE \$28,118 to the **SID Public Services Association**, Columbus, OH, to expand its existing EBT project to increase the use of EBT at the Pearl Farmers Market by food desert residents of Columbus, OH, through targeted promotion programs.

Oregon

\$67,425 to **June's Local Market Producer Network**, Lostine, OR, to acquire cold storage at the marketplace, including a refrigerated transport vehicle; better marketing and set-up inventory; packing equipment; and proper oversight to increase capacity to deliver nutritious food to the community of Lostine.

EE \$62,064 to **The Rogue Initiative for a Vital Economy (THRIVE)**, Ashland, OR, to expand the capacity of two existing EBT projects by increasing the availability of fresh, nutritious food to low income communities in food deserts of Southern Oregon and Northern California by expanding a CSA program.

\$51,779 to **Hillsboro Farmers Markets, Inc.**, Hillsboro, OR, to undertake a promotional campaign and market analysis of the food needs and preferences of a culturally diverse area to better serve customers with specialty crops sold at four outdoor markets.

\$50,400 to the **Oregon Cheese Guild**, Central Point, OR, to produce 24 video vignettes of farmer-cheese makers, cheese experts, cheese pairings, and Oregon cheese history for use in social media marketing for consumer engagement; create an "Oregon Cheese Trail" through a comprehensive agri-tourism and media outreach initiative; develop a sustainable business plan to ensure longevity of the program; and conduct four 1-day technical seminars to teach food safety and best practices to cheese makers.

\$42,498 to the **Illinois Valley 2010 Community Response Team**, Cave Junction, OR, to establish a consolidated market operation for local farmers and vendors; develop a new web-based virtual farmers marketplace; conduct coordinated marketing and vendor business training and consumer education; and to purchase refrigeration equipment, signage, print advertisement, marketing graphics, and other supplies and materials to promote the market.

\$31,626 to the **Ten Rivers Food Web**, Corvallis, OR, to develop local food and farm educational outreach materials; initiate a winter farmers market that will include local fishermen; and promote the winter market through advertisement and website.

\$31,126 to the **Gorge Grown Food Network**, Hood River, OR, for increasing food access and food literacy in rural Gorge communities and enhancing the business viability of vendors and the leadership and organizational capacity of farmers market managers and volunteers through integrated education and marketing strategies, facilitated business practices, and direct sales training for market vendors, market managers, volunteers and community members served by the Gorge Grown Mobile Market project.

Oregon

\$24,954 to the **Coastal Communities Cultural Center (CCCC)**, of Lincoln City, OR, to purchase lighted signage for the Lincoln City Farmers Market to attract more vendors and customers.

\$23,145 to the **Dayville Economic Growth Association**, Dayville, OR, to start a farmers market that will support increased consumption of and access to affordable and healthy food; develop a brochure, pamphlets, and purchase other advertising materials to promote the market; and conduct outreach and educational sessions with community residents.

Pennsylvania

\$91,900 to the **Fay-Penn Economic Development Council**, Uniontown, PA, to increase the profitability of farmers and educate the public in underserved, food desert communities with investments in market staff, equipment, and promotions on how to access locally grown food and about food available from Fayette County farmers/providers.

\$87,349 to **Pennsylvania State University - Pennsylvania Women's Agricultural Network**, University Park, PA, to: 1) develop a marketing campaign and a long-term management strategy for markets in Lewistown, PA; 2) collaborate on educational on-farm workshops; and 3) help deliver nutrition education to underserved customers including WIC recipients, senior citizens, and youth.

\$62,931 to the **Southern Alleghenies Conservancy**, Bedford, PA, to: 1) start two new farmers markets; 2) encourage consumers to shop at the new farmers markets; 3) help organize a farmers' network; and 4) help farmers improve their operations and businesses.

EE \$40,040 to the **SHARE Food Program, Inc.**, Philadelphia, PA, to enhance and expand an existing EBT program; and to establish a farm stand with EBT access on SHARE property in a low-income area of Philadelphia, PA.

\$48,900 to **People For People**, Philadelphia, PA, to: 1) establish a new urban, seasonal, open air farmers market in a low-income community; 2) support financial gains of new farmers through direct producer-to-consumer activities; 3) implement a campaign promoting the new market; and 4) educate low-income consumers on healthy eating and nutrition while promoting farmers market produce.

\$88,022 to the **Greensgrow Farm**, Philadelphia, PA, to: 1) increase access to fresh, healthy and affordable food in the food deserts and low-income areas of Camden City, NJ; 2) increase financial gains for regional farmers through expansion of its market with four new mobile market venues; 3) create a food hub in Camden City, NJ, with refrigeration and processing equipment; and 4) launch a multi-faceted promotional campaign.

South Carolina	\$43,944 to the Hub City Farmers Market of Spartanburg, SC, to increase access to healthy, local food among food desert residents in Spartanburg by increasing the production and marketing capabilities of local farmers through business planning and targeted training programs and by increasing the number of marketing venues, including a mobile market.
Tennessee	<p>\$100,000 to The Works, Inc., Memphis, TN, for expanding the functional capacity, availability, and outreach of the South Memphis Farmers Market through the purchase and installation of refrigeration equipment, increased capacity in market management, and development of a market plan.</p> <p>\$94,354 to the Upper Cumberland Broadcast Council, Cookeville, TN, for engaging Tennessee communities, using television, print, website, and social media marketing to drive widespread awareness and promotion of agriculture commodities from farmers to consumers, throughout the State of Tennessee.</p>
E	\$85,120 to Middle Tennessee State University , Murfreesboro, TN, to develop a new EBT project to establish an EBT payment system at the Rutherford County Farmers Market (RCFM) and heavily promote this new initiative among EBT recipients in Rutherford County and contribute to the health and well-being of the local community and the economic well-being of local farmers by increasing sales of healthy, locally produced foods at the RCFM.
E/EE	\$84,425 to Community Food Advocates , Nashville, TN, to begin a new EBT project and expand an existing EBT one to increase SNAP usage at two Nashville farmers markets and establish EBT programs at two other markets.
Texas	<p>EE \$95,299 to the Sustainable Food Center, Austin, TX, to enhance and expand its existing EBT program to establish a second mid-week farmers market with EBT access in East Austin, TX, which will provide a necessary sales outlet for area farmers and introduce greater access to fresh fruit and vegetables to low-income residents.</p> <p>\$74,370 to Centro del Obrero Fronterizo, Inc. of El Paso, TX, to expand and promote a farmers market and three new mobile markets in El Paso County, TX, and Dona Ana County, NM, and educate the low-income community about the benefits of eating fresh produce in a traditional Hispanic diet.</p> <p>\$65,000 to the City Of Winnsboro, TX, to promote and stabilize the Winnsboro Farmers Market by hiring and training a market manager, promoting the market via advertisements and signage, and training vendors in business practices.</p>

Texas \$24,600 to the **City of Killeen**, TX, to expand and promote the Green Avenue Farmers Market to a low-income food desert community through extensive advertising and new signage, and for the purchase of refrigeration and market equipment.

Vermont \$97,029 to **Vermont Farm-to-School, Inc.**, Newport, VT, to launch a new mobile farmers market that will provide fresh fruit and vegetables to low-income and senior housing and community centers in a food desert area, while providing educational consumer programming.

E/EE \$68,526 to the **Northeast Organic Farming Association of Vermont** (NOFA-VT), Richmond, VT, to begin a new EBT project and expand an existing EBT one to identify and address barriers that threaten the long-term sustainability of established direct producer-to-consumer EBT sales and to help new farmers markets, CSAs, and farm stands develop new EBT programs.

Virginia \$93,000 to **Lulus Local Food**, Richmond, VA, for establishing four new virtual (online) farmers markets that will create opportunities for more than 400 small-scale farmers to connect directly with their consumers.

EE \$88,400 to the **George Washington Regional Commission**, Fredericksburg, VA, to enhance and expand an existing EBT program to encourage SNAP recipients and credit card users to shop at three farmers markets in the Fredericksburg area through educational programs that encourage the consumption of locally grown foods.

\$87,227 to **Sustain Floyd**, Floyd, VA, to increase the availability of fresh, nutritious food to a food desert community in Floyd County through purchase of refrigeration, implementation of a marketing campaign, implementation of a mobile market stand pilot, and farmer education.

\$77,937 to the **Appalachian Sustainable Development**, Abingdon, VA, for making healthy, locally grown foods available to all citizens of southern Appalachia by strengthening and promoting regional farmers markets through education and technical support, and increasing income opportunities for over 250 mostly limited-resource farmers through market expansion and education.

\$70,290 to **Virginia State University**, Petersburg, VA, for establishing a statewide Farmers Market Managers Association to support the educational needs of Virginia farmers market managers, develop a manager's guidebook and centralized website, and expand EBT/SNAP opportunities at farmers markets.

\$34,130 to the **City of Galax**, VA, to re-energize its farmers market by integrating new market opportunities for farmers, initiating an aggressive marketing and promotional campaign, and securing adequate market management.

Washington	<p>\$77,732 to the City of Stanwood, WA, to begin and to operate the Port Susan Farmers Market Association, which will serve farmers in the Stanwood/Camano Island area of Washington, strengthen and support local farmers, bring people together in a community activity, support local entrepreneurs and small businesses, and stimulate the City of Stanwood’s downtown.</p> <p>\$53,390 to Sustainable Connections, Bellingham WA, to increase, through market promotions and advertising, farmer and vendor support and income for food and farm vendors and farmers offering CSA shares by improving business-to-business direct market activities and removing barriers to participation in the market or in workplace CSAs.</p>
West Virginia	<p>\$33,750 to the Charleston West Side Main Street, Charleston, WV, for establishing a farmers market on the west side of Charleston to make fresh produce more accessible to a community with limited transportation to commercial markets, and to engage local youth in financial and leadership skills building.</p>
Wisconsin	<p>\$66,100 to Browse and Grass Growers, Downing, WI, to increase processing, marketing, and distribution capacity and ultimately profit by: 1) educating, training, and supporting producers transitioning to 100 percent grass fed meat and/or value added production on the requirements, opportunities and logistics of direct marketing; and 2) applying this training through experiential learning and the expansion of a farm-to-school program with two culturally and economically diverse specialty schools.</p> <p>\$90,938 to Home Grown Cow, Evansville, WI, to: 1) increase the producer network to a level where collective marketing power will sustain the business; and 2) build consumer brand-awareness and credibility to generate a sustainable sales level for the producer network through marketing, business development, and technology.</p>
Wyoming	<p>\$34,980 to Community Action of Laramie County, Inc., Cheyenne, WY, to increase market promotion through traditional media, billboards, and bus signs, and measure its impact, and to increase access to healthy foods, including fruits, vegetables, whole grains, and lean meats.</p>



Catalog of Federal Domestic Assistance Number 10.168

FARMERS MARKET PROMOTION PROGRAM



2012 GUIDELINES



New
for
2012

Farmers Market Promotion Program

If you have applied for FMPP funding in the past, it is important that you read the entire FMPP Guidelines. There are numerous changes and new requirements for 2012, including:

- No hard-copy applications will be accepted by mail or hand-delivery. No electronic applications will be accepted by facsimile or electronic mail.
- ALL applications MUST BE submitted via www.Grants.gov (there will be no exceptions); enter the “CFDA Number” **10.168** for the 2012 FMPP grant application.
- **NOTE** that it could take 3–5 business days, or up to 2 weeks before your Central Contractor Registration (CCR) can become active. CCR registration must be completed and active prior to applying through Grants.gov. Grants.gov registration takes approximately 3–5 business days to become active.
- Applications via Grants.gov must be RECEIVED *on or before* due date.
- FMPP Priority Projects are food deserts and low income communities.
- All (TM) forms TM-29, TM-30, and TM-31 are required for the 2012 application.
- Contractor/sub-awardee (receiving \$25,000 or more in FMPP funds) must be registered with CCR and have a DUNS number.
- Contractor/sub-awardee’s debarment/suspension status must be included in the application.
- SEPARATE APPLICATIONS are required for proposals that contain EBT project activities AND non-EBT project activities.
- No consecutive grant awards.
- Evaluation criteria weight budget and collaborative arrangements equally.
- Grounds for application rejection are expanded.

Applicants that are employed by eligible organizations that are NOT applying under this 2012 grant program may elect to serve as FMPP peer reviewers. See the FMPP Web site at www.ams.usda.gov/FMPP for more information.

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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-New. The time required to complete this information collection is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable sex, marital status, or familial status, parental status religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program (not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

I. PROGRAM BACKGROUND AND SCOPE

The Agricultural Marketing Service (AMS) has announced the availability of approximately \$10 million in competitive grant funds in fiscal year (FY) 2012 to be awarded through the Farmers Market Promotion Program (FMPP). This competitive program is administered by the Marketing Grants and Technical Services Branch (MGTSB), Marketing Services Division (MSD) of AMS and is designed to promote the domestic consumption of agricultural commodities by expanding direct producer-to-consumer marketing opportunities. The authorizing legislation for the FMPP includes the Agricultural Act of 1946 (7 U.S.C. 1621-1627), the Farmer-to-Consumer Direct Marketing Act of 1976 (7 U.S.C. 3001-3006) and the recent amendment to the 1976 Act, the FMPP (7 U.S.C. 3005).

Over \$23.3 million in grant funds were awarded for FMPP from 2006-2011. AMS awarded 20 grants in 2006; 23 grants in 2007; 85 grants in 2008, 86 grants in 2009, 81 grants in 2010, and 149 grants in 2011.

The minimum award per grant is \$5,000 and the maximum is \$100,000. Matching funds are not required. An applicant is limited to one grant in a grant-funding year. FMPP funding will be available for use beginning in October 2012. Projects must not exceed 24 months in length; project work should begin October 1, 2012 and may end no later than September 30, 2014.

Only applications submitted and accepted by Grants.gov on or by 11:59 p.m. EST on May 21, 2012, will be considered by FMPP.

These guidelines will help applicants and their cooperators develop proposals and carry out the administrative and procedural requirements for FMPP grant applications and projects.

II. ELIGIBLE ENTITIES

All applicants shall be domestic entities, i.e., only those owned, operated, and located within one or more of the 50 United States, the District of Columbia, and the U.S. territories (see Appendix 1). **ALL applications must contain all required paperwork in order to be considered. There will be NO EXCEPTIONS.**

Under this program, eligible entities must apply for FMPP funds on behalf of direct marketing operations that benefit two or more farmers, producers, or farm vendors who produce and sell their own products through a common distribution channel directly to consumers. Production and processing of farm products for direct sale to consumers must represent the core business of the direct marketing operation. AMS will award grants to and oversee the implementation of projects that encourage the development, promotion, and expansion of direct marketing of agricultural commodities from farmers to consumers.

Proprietary projects and projects that benefit one agricultural producer or an individual will

not be considered. Moreover, any information or data derived from an FMPP-funded project, along with any report developed from this information or these data sources, must be made available to AMS, which reserves the right to share these results with the general public.

Eligible entities are:

- A. Agricultural Cooperative.** A group-owned or member-owned entity or business that provides, offers, or sells agricultural products or services for the mutual benefit of the members thereof.
- B. Producer Network.** A producer group- or member-owned organization or business that provides, offers, or sells agricultural products or services through a common distribution system for the mutual benefit of the members thereof.
- C. Producer Associations.** An organization or other business that assists or serves, represents, or serves producers or a producer network.
- D. Local Government.** Any unit of government within a State, including a county, borough, municipality, city, town, township, parish, local public authority, special district, school district, intrastate district, council of governments, or other instrumentalities of local government.
- E. Nonprofit Corporation.** Any organization or institution, including nonprofits with State or IRS 501 (c) status and accredited institutions of higher education, where no part of the net earnings of which inure to the benefit of any private shareholder or individual.
- F. Public Benefit Corporation.** A corporation organized to construct or operate a public improvement, the profits from which inure to the benefit of a State(s) or to the people thereof.
- G. Economic Development Corporation.** An organization whose mission is the improvement, maintenance, development and/or marketing or promotion of a specific geographic area.
- H. Regional Farmers Market Authority.** An entity that establishes and enforces regional, State, or county policies and jurisdiction over State, regional, or county farmers markets.
- I. Tribal Government.** A governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community (including any native village as defined in section 3 of the Alaska Native Claims Settlement Act, 85 Stat. 688 (43 U.S.C. § 1602)) certified by the Secretary of the Interior as eligible for the special programs and services provided through the Bureau of Indian Affairs.

All eligible entities must be identified accordingly and legally by a State or Federal Agency.

III. ELIGIBLE GRANT USES

A. Grant Uses

1. **Eligible Projects.** Project(s) must establish, expand, or promote direct producer-to-consumer marketing activities within the United States, the District of Columbia, and U.S. territories.

In general, the project(s) must increase domestic consumption of agricultural commodities by: (a) improving and expanding, or assisting in the improvement and expansion of, domestic farmers markets, roadside stands, community-supported agriculture programs, agritourism activities, or other direct producer-to-consumer market opportunities; or (b) developing, or aiding in the development of, new farmers markets, roadside stands, community-supported agriculture programs, agritourism activities, or other direct producer-to-consumer marketing opportunities.

FMPP will not fund a project that is dependent upon a critical component not in place at the time of application submission. The proposed project must not be dependent on the completion of another project or the receipt of another grant. Documentation must be submitted.

2. **Examples of Eligible Activities.** Activities that are appropriate for FMPP grants include, but not limited to:
 - Direct marketing of agricultural commodities
 - Enhancing product value and sales
 - Farmers market startups
 - Assessment/evaluation of the impact(s) of the vendors and/or direct markets in providing access to fresh fruits and vegetables to low-income communities
 - Increasing farmer revenue and efficiency, or reducing expenses
 - Infrastructure for electronic purchasing, value-added processing and packaging, and refrigerated storage
 - Operational or market management issues
 - Use and effect of market promotion and the measurement of its impact
 - Training, education, networking, and technical assistance
 - Transportation and delivery systems
 - Professional development, training, educational (including distance learning), business marketing, and recruitment and recruitment programs for new, existing and transitioning farmers
 - Professional development, training, and educational programs (including distance learning) for farmers market managers, and boards/organizations that manage and/or operate farmers markets or other direct marketing enterprises
 - Business planning, market growth management, and recordkeeping
 - Consumer trends and/or changing ethnic demographics, and their relationship to customer purchasing patterns

- Alternative purchasing methods, such as Women, Infants, and Children Farmers Market Nutrition Programs (WIC-FMNP); Senior Farmers Market Nutrition Program (SFMNP) coupons, and debit/credit technologies, excluding projects that request money for vouchers
- Establishment of healthy, direct-market, food retail outlets in a food desert or a low-income area with at least a 20 percent poverty rate
- Development of a direct producer-to-consumer marketing association or other organization
- Strategies for addressing liability coverage and insurance
- Facility planning and/or design
- Food safety and handling
- Green/renewable technology
- Waste management/recycling

3. FMPP Priorities

- a. **2012 Priorities.** In an effort to reduce the number of urban, rural, and tribal areas with limited access to affordable and nutritious food in the United States, USDA gives funding priority for the development of direct producer to consumer initiatives in food deserts and low-income communities as defined in section III.A.3b below. Projects addressing either of these priorities will receive 5 additional points in the project scoring process. While projects that address this priority are particularly encouraged, all eligible activities will receive full consideration.

Increasing Healthy Food Access in Food Deserts and Low-income Communities - projects with measurable output and outcome that focus on developing healthy food direct-marketing outlets in food deserts and low-income communities. These projects must improve food access by developing and expanding marketing outlets that sell healthy foods in food desert and low-income communities or improve infrastructure (processing, storage, and other equipment) and distribution (transportation, including refrigerated transportation) for direct marketing outlets. Under FMPP, healthy foods include whole foods such as fruits, vegetables, whole grains, fat-free or low-fat dairy, perishable (fresh, refrigerated, or frozen) or canned lean meats, and nutrient-dense foods and beverages encouraged by the [2010 Dietary Guidelines for Americans](#). See the *Guidelines* for more information. Direct producer-to-consumer marketing outlets will include, but not be limited to, farmers markets, CSAs, and road-side stands.

- b. **Determining food desert designation.** USDA uses census tracts as units of analysis for identifying food deserts. Census tracts are considered food deserts if they:
- Qualify as “low-income communities,” having 1) a poverty rate of 20 percent or greater, 2) a median family income at or below 80 percent of the area median family income; AND

- Qualify as “low-access communities,” based on the determination that at least 500 persons and/or at least 33 percent of the census tract’s population live more than 1 mile from a supermarket or large grocery store (10 miles, in the case of non-metropolitan census tracts).

c. **Preparing the application:**

The title of a proposal **should capture the primary focus of the project**; also add “Food Desert Project” to the title. **Food desert projects may be hereafter referred to as “priority projects.”**

To determine if your project is located in a food desert, visit the USDA Food Desert Web site at <http://apps.ams.usda.gov/fooddeserts/foodDeserts.aspx> and follow the instructions on the web page for using the **ERS Food Desert Locator**.

The application’s Executive Summary **MUST** include the:

- Project implementation address (street address, city, state, zip code, and county),
- 11-digit Tract FIPS Code for the address – formatted as XX-XXX-XXXXX and a brief description of the targeted low-access population.

If a project is not in a food desert but will be implemented in a low-income area with at least a 20 percent poverty rate, the Executive Summary **MUST** include the:

- Project implementation address (street address, city, State, zip code, and county),
- Poverty rate (must use the “all people in poverty (2010) data). To find the poverty rate for your county visit <http://www.ers.usda.gov/data/povertyrates> and click on your State. Find the appropriate county where your project will be implemented and include that poverty rate (use the 2010 data for “all people in poverty”) in the summary, AND a brief description of the targeted low-access population.

B. EBT Projects

1. **EBT Legislative Mandate.** Under the 2008 Farm Bill additions, AMS has a mandate to utilize 10 percent of total funding for “new EBT projects at farmers markets.”

New EBT project means a new or start-up initiative at a farmers market where EBT (Electronic Benefits Transfer, used to pay for SNAP and WIC Federal nutritional assistance benefits) has not been initiated or implemented. The farmers market must also have been in business for one or more market years.

Additionally, the mandate states that the grant **must not be “used for funding the ongoing cost of carrying out any (EBT) project”** and must also **“demonstrate a plan**

to continue to provide EBT card access at one or more farmers markets following the receipt of the grant.” FMPP will fund new EBT start-up costs, which may include: equipment/supplies (terminals, computers, tokens, tables, chairs), advertisement/promotion (signage, radio/newspapers), and outreach (fliers, posters). FMPP will NOT fund **internet/on-line SNAP payments**.

Note: States will receive a portion of federally available dollars for equipping farmer’s markets (only) with wireless point-of-sale equipment beginning this year. Contact your State Human Services Agency to determine whether sufficient funding is available to cover equipment costs prior to submitting your grant request. AMS grant funds requested may then be better utilized on the non-equipment costs noted above.

New EBT projects at roadside stands, community supported agriculture programs, agritourism activities, and other direct producer-to-consumer marketing channels other than farmers markets are eligible for grant funds but will not count toward the 10 percent legislative mandate.

Existing EBT project means a farmers market that already has an EBT system in place, or requests funding for ongoing costs of carrying out any EBT project. Existing EBT projects are encouraged, but they do not count toward the 10 percent legislative mandate.

EBT (new/existing) AND non-EBT project activities are not permitted in the same application. See sections III.B.2., and III.D. through III.F. for additional information.

2. **Project Title.** The title for new/existing EBT proposals **should capture the primary focus of the project.** When an applicant submits a proposal that includes a new EBT project at one or more farmers markets, indicate “**New EBT Project**” in the project title. **If your proposal is an existing EBT project, use “Existing EBT Project”** in the project title.
3. **EBT Incentives.** FMPP will not fund vouchers, incentives, or coupons.

C. New AND Existing EBT Projects

Applicants must submit a single application for a new EBT AND an existing EBT project. **This application will require one narrative and two supplementary budget summaries for each EBT activity (new and existing). Each budget summary must be able to stand alone.**

1. **New EBT Budget.** Include all costs related to the activities under the *New EBT Project* work ONLY and be labeled as “**New EBT Project.**” AMS requires the use of [TM-31, Supplemental Budget Summary and Instructions for EBT Projects Only](#). **AND**
2. **Existing EBT Budget.** Include all costs related to the activities under the *Existing EBT Project* work ONLY and be labeled as “**Existing EBT Project.**” AMS requires the use of [TM-31, Supplemental Budget Summary and Instructions for EBT Projects Only](#).

D. New/Existing EBT AND Non-EBT Projects

Two applications are required - **Each project/application must be able to stand alone. Projects that are dependent on another FMPP application will not be considered:**

1. **New/Existing EBT Application.** Contains all required paperwork within the checklist (VI.A.); budget(s) in III.C.; **AND**
2. **Non-EBT Application.** Contains all required paperwork within the checklist (VII.A.). The [TM-30, Supplemental Budget Summary Form](#) may be used for requests and costs related to all other (non-EBT-related) project activities.
3. **Multiple Application Submissions.** Multiple applications cannot be submitted in one Grant.gov submission.

E. EBT/Non-EBT Project Application Submission Matrix

<i>Type of Project</i>	Number of Grants.gov Application(s) Needed	1st Grants.gov Application* Must Contain a Narrative For	2nd Grants.gov Application* Must Contain a Narrative For	Number of Budgets Needed
Non-EBT Only	One	Non-EBT	n/a	One¹
Non-EBT + New EBT	Two	Non-EBT Only	New EBT Only	Two^{1,2}
Non-EBT + Existing EBT	Two	Non-EBT Only	Existing EBT Only	Two^{1,2}
Non-EBT + New EBT + Existing EBT	Two	Non-EBT Only	New EBT + Existing EBT	Three³
New EBT Only	One	New EBT	n/a	One²
Existing EBT Only	One	Existing EBT	n/a	One²
New EBT + Existing EBT	One	New EBT + Existing EBT	n/a	Two⁴

* “Application” means a completely separate narrative (for topic specified) plus all other items in the checklist in Section VI.A. Use [TM-29, Project Proposal Narrative Form](#) for the narrative(s).

¹ Need 1 budget – [Use TM-30, Supplemental Budget Summary Form](#) for non-EBT budget.

² Need 1 budget – [Use TM-31, Supplemental Budget Summary and Instructions for EBT Projects Only Form](#) for EBT budget.

³ Need 3 budgets – Use [TM-30, Supplemental Budget Summary Form](#) (for non-EBT budget) and two forms TM-31 (one for each EBT budget).

⁴ Need 2 budgets – Use [TM-31, Supplemental Budget Summary and Instructions for EBT Projects Only Form](#) (for each new EBT and existing EBT budget).

NOTE: Failure to follow application submission instructions will cause rejection of application

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EBT/Non-EBT Project Application Submission INELIGIBLE GRANT USES:

FMPP funds cannot be used to pay for:

- **Land/Buildings**
The acquisition of land or the purchase, construction, rehabilitation, or repair of a building or facility.
- **Political Activities**
The development of and/or participation in political or lobbying activities (7 CFR part 3018).
- **Prohibited Activities**
Any activities prohibited by 7 CFR parts 3015, 3016, and 3019; FAR 31.2; and the unallowable costs provided in section IX.F.
- **Existing or Pending Funded Activities**
Any activity currently funded or pending support by a Federal Agency. Any activity that duplicates or overlaps substantially with one already reviewed and funded by another Federal agency will not be funded by FMPP.

IV. APPLICATION DEADLINE

Electronic applications must be submitted via Grants.gov by 11:59 p.m. EST on May 21, 2012. Paper applications will NOT be accepted. Since a password is required from Grants.gov, applicants are strongly encouraged to initiate the electronic submission process at least four weeks prior to the application deadline. See section Appendix 3 for specific information about Grants.gov submissions.

V. APPLICATION PROCEDURES AND REQUIREMENTS

A. Required Forms

All of the following necessary forms are available via the Grants.gov Web site, along with step-by-step instructions for completion. See also “How to Apply for an FMPP Grant.”

1. **Form SF-424 - Application for Federal Assistance.** This form must be complete and have all the required documents attached. **THERE WILL BE NO DEVIATIONS FROM THIS REQUIREMENT.**
2. **Form SF-424A - Budget Information - Non-Construction Programs.**
3. **Form SF-424B - Assurances - Non-Construction Programs.**

B. Written Proof of Eligibility

All applicants must provide written proof of eligibility from a U.S. State or Federal source. Official documentation means a copy that includes the organization's eligibility status from the State (including all State governments and/or State Departments of Agriculture) or the Federal Government (including all Federal Executive Departments and/or the Internal Revenue Service). **Written proof of eligibility must be included in the application package for all entities; THERE WILL BE NO EXCEPTIONS.**

FMPP reserves the right to 1) request a certified copy or view the original documentation to confirm proof of eligibility, 2) reject an application with inappropriate written eligibility documentation, and/or 3) reject an application if the documentation received is not in effect/has expired or has not been received with the application package by the application deadline.

1. Acceptable Proof - Paperwork Examples

- ***Agricultural Cooperatives*** – Copy of the organization's current, official articles of incorporation from the State or the Internal Revenue Service indicating its agricultural cooperative status.
- ***Local Government*** – Copy of (a) charter from the Federal Government or State/County indicating local government status, or (b) award or letter from the U.S. State or Federal government, i.e., Department of Agriculture (or other Federal Executive Departments), which includes or indicates the official local government status.
- ***Producer Network/Producer Association*** – Copy of the organization's current, official articles of incorporation from the State or the Internal Revenue Service that indicates that the mission of the business is to provide, offer, sell agricultural products/services; or serves, represents, or serves producers or producer networks.
- ***Non-Profits/Universities*** – Copy of the organization's current, official articles of incorporation from the State or the Internal Revenue Service indicating its 501(c) status.
- ***Public Benefit/Economic Development Corporation*** – Copy of (a) the organization's current, official articles of incorporation from the State or the Internal Revenue Service, or (b) award or other acknowledgement/notification from the U.S. State or Federal Government indicating organization's status as a public benefit/economic development organization.
- ***Regional Farmers Market Authority*** – Copy of (a) charter from the State, city, county, parish, borough, or (b) award or other acknowledgement or notification from the U.S. State or Federal government indicating organization's official status as a farmers market authority.
- ***Tribal Government*** – Copy of the Federal Register Notice listing the organization as a Federally-recognized Tribal government.

2. Unacceptable Proof - Paperwork Examples. *All Entities:*

- Copies of incorporation paperwork filed by an organization to the State or Internal Revenue Service.
- Letter or other documentation from a university, board/president, lawyer, accountant, business, or anyone else (from non-State or non-Federal source) indicating the organization's eligibility or status.
- Copies of the organization's completion of Forms 1024, 1099, 2290, or 1040; and any other form your organization has submitted to the Internal Revenue Service or the Federal/State government.

C. DUNS Number

All Federal grants (68 FR 38402) require a Dun and Bradstreet Data Universal Numbering System (DUNS) number. If your organization does not have a DUNS number, you may acquire one online at no cost at <http://fedgov.dnb.com/webform>, or by calling the dedicated toll-free DUNS line at 1-866-705-5711.

All applicants must have an approved and valid DUNS number to register with CCR and apply via Grants.gov.

D. Registration with the Central Contractor Registry

All applicant organizations applying for FMPP Federal funding must create a user account and register with the Central Contractor Registration (CCR) database at www.CCR.gov (see Appendix 2).

NOTE: CCR registration takes from 3 business days to 2 weeks before the CCR registration becomes active.

E. Contractors and Subgrantees

Applicants/awardees must provide the following contractor/subgrantee paperwork to FMPP with their incoming application:

1. **CCR and DUNS Number. Documentation that all contractors and subgrantees: 1) are registered with CCR and 2) have a DUNS number.** This requirement applies to all contracts and subawards greater than \$25,000 made with FMPP funds. All subcontractors and subawards must also be reported by the FMPP awardee in the Federal Funding Accountability and Transparency Act (FFATA) Subaward Report (see section IX.C).
2. **Debarment Status. Written documentation that all contractors and subgrantees provided with FMPP grant funds must not be debarred or suspended.** Prior to submitting the application, applicants must check the Excluded Parties List System at www.epls.gov) (using the Federal tax

identification number (TIN or EIN) to verify the debarment status of all contractors/subcontractors. A copy of the debarment search results screen for each contractor or subgrantee must be attached to the FMPP grant application package.

F. Intergovernmental Review (SPOC List) – Executive Order 12372

The Farmers Market Promotion Program is eligible for coverage under [Executive Order 12372](#), "Intergovernmental Review of Federal Programs." Under this order, States may design their own process for reviewing and commenting on proposed Federal assistance under covered programs. An applicant should consult the office or official designated as the single point of contact (SPOC) in his or her State for more information about the process the State requires to be followed in applying for assistance, and if the State has selected FMPP for review.

Applicants are encouraged to check www.whitehouse.gov/omb/grants_spoc for contact information and to determine whether your State appears on the list. If a State does not appear on the list it has chosen not to participate, select “15.b. Program is subject to E.O. 12372 but has not been selected by State for review.”

Regardless of whether or not your State participates in this intergovernmental review, ALL applications must be received by FMPP no later than the application deadline.

G. Proposal Narrative and Budget

The narrative portion of the project proposal must be: **single-sided, typed, and not exceed 12 pages**. Additionally, the font type must be Times New Roman font, 12 pt. pitch, single-spaced, and typed on 8.5 x11 inch-paper. NO HANDWRITTEN APPLICATIONS WILL BE ACCEPTED.

FMPP requires each applicant to prepare their narrative using the [TM-29 Project Proposal Narrative Form](#). In order to expedite the application review process, **TM-29 narrative has been organized using the following headings:**

- 1. Project Title.** Must capture the primary focus of the project, and match the title provided on Form SF-424. Indicate in the title if the project includes a 1) “New EBT” 2) “Existing EBT” or 3) “Food Desert” component.
- 2. Applicant/Organization Information.** Provide the applicant/organization name, contact name, mailing address, telephone and fax number. Also provide the email address for the person designated to answer questions about the application, financial information, and the proposed budget request.
- 3. Primary Project Manager Information.** Provide the name, mailing address, telephone and fax number, and email address for the person(s) responsible for managing and/or overseeing the project.
- 4. Requested FMPP Funding and Matching Funds.** Indicate the dollar amount (use whole dollar amounts only, do not use cents) requested from FMPP. Do not include

funding from in-kind work from other sources in the “Requested FMPP Funding” section. Include other funding sources, matching, and in-kind contributions in the “Matching Funds” section as applicable.

5. **EBT, Equipment, Supplies, and Promotional Projects.** Answer either “Yes” or “No” to whether your proposal includes a new or existing electronic benefits transfer (EBT) component or if it includes purchases of equipment, supplies, or other promotional items.
6. **Entity Type/Eligibility Statement.** Indicate the entity type of the applicant/organization. Provide an explanation of how the applicant/organization qualifies as an eligible entity.
7. **Executive Summary.** Should not exceed 200 words and must include the following: a project description, goals to be accomplished, stages of work and resources required, expected timeframe for completing all tasks and results, and the primary project manager responsible for the project.

For food desert projects, the complete project implementation address (including the county) and the 11-digit Tract FIPS Code – formatted as XX-XXX-XXXXX – **MUST** be included in the Executive Summary with a brief description of how your project will reach low access communities within the targeted census tract. If a project will be implemented in a low-income area with a poverty rate of at least 20 percent, the complete project implementation address (including the county) and the poverty rate **MUST** also be included in the Executive Summary. See section III.A.3. for detailed information.

8. **Goals of the Project.** Provide a clear statement (no more than two sentences) focusing on the ultimate goal(s) and objective(s) of the project.
9. **Background Statement.** Provide specific information affecting your project(s). Describe past, current, and/or future events, conditions, or actions taken that justify the need for the project, which may include conclusions of a local-level analysis regarding food access. Correlate the background and purpose of the activity to support your project issue. The relevance of the experience of the organizations that are involved in the proposed project, including the applicant entity and project partners and subcontractors/sub-awardees, and the type and extent of support that other organizations will be providing will be considered as important background information.
10. **Workplan and Resource Requirements.** Provide a timeline and a planned scope of work, including anticipated stages (benchmarks) and the resources required to complete each activity. Applications without a timeline will NOT be considered. Identify who will do the work, whether collaborative arrangements or subcontractors will be used, the resource commitments of the collaborators, and the role(s) and responsibilities of each collaborator or project partner. Indicate in-kind and volunteer work, and whether matching or other funding is being provided.

11. **Expected Outcomes and Project Evaluation.** Describe what is to be accomplished, the

expected results, and how success will be measured at the completion of the project (quantitative and qualitative evaluation measurement of project's impact).

Developing and documenting the baseline, benchmarks, outputs/activities, and anticipated outcomes/results will assist in providing performance measures as the project moves forward. This information will be the basis of interim performance reports and evidence of project impact for the final performance report. A model that is frequently used in this planning and performance measurement is a *logic model*. The applicant must provide a logic model that indicates the outputs, outcomes, and monitoring mechanisms to track the project and financial data. For assistance with creating a *logic model* for your project, to be included in your narrative, see [FMPP Performance Measurement and Evaluation](#). At least one metric of performance must be specified with plans for measurement provided.

- 12. Beneficiaries.** Identify the individuals, organizations, and/or entities that will benefit from the project outcome and how they will benefit.
- 13. Evaluation Criteria Statements.** Use the evaluation criteria as headings (VII.A.). Summarize how the project addresses each criterion. Provide references to the workplan and other narrative sections, as needed, to justify the project's plan and merit.
- 14. Existing and Pending Support.** List all current and pending public or private support. Also, include personnel identified in the narrative who have committed portions of their time, whether or not salary support for persons involved is included in the budget. An application that duplicates or overlaps substantially with an application already reviewed and funded by another organization or agency will not be funded under FMPP.
- 15. Supplemental Budget Summary** (DOES NOT count toward the narrative's 12-page limit). Also see Section III.E. Provide additional detailed information about the budget categories listed on Form SF- 424A. FMPP requires an itemized, line-by-line supplemental budget. Each SF-424A budget line (category) **MUST BE ITEMIZED** in the Supplemental Budget Summary with an actual cost estimate (e.g. on the basis of price analysis, vendor quote, cost per unit (including staff time), etc.) **AND** justified by the budget narrative.

For example, a line item for 'supplies' must be further itemized on the basis of 1) the cost of EACH supply item, and 2) the project activity for which each supply will be used. This information **MUST** be included in the itemized, supplementary budget and explained/justified with a narrative. All budget items must correlate to the purpose/goals of the project and each expense (for personnel, travel, supply, equipment, etc.) **MUST** be allocated to a project activity.

Failure to include a line-by-line budget itemization and narrative explanation will be grounds to reject the application for further consideration. This itemized information supplements, but does not replace, the SF-424A. All requested budget items and activities must:

- Be itemized, listing separately each item, its costs, and use.
- Correlate to the purpose/goals of the project and demonstrate that they are

- reasonable and adequate for the proposed work.
- **Not include** matching funds or in-kind work and items.
 - **Be substantiated in a written budget narrative.**

[TM-30, Supplemental Budget Summary Form](#), along with a budget narrative, **MUST** be used in preparing supplemental budgets.

For EBT project work, prepare a separate application package, including a narrative and supplemental budget. Use [TM-31, Supplemental Budget Summary and Instructions for EBT Projects Only Form](#).

The Supplemental Budget Summary information **MUST** include the following categories and a budget narrative that provides justification for such budget categories and items. If no items in the following budget categories will be requested, use "\$0" for the total amount being requested:

- **Personnel/Contractual.** List the individual/contractor's name and title and the general categories of services the person/contractor cost will cover (e.g., project manager). Show annual/hourly rates and estimated number of hours to be spent on the project by each project participant. In the budget narrative:
 1. Indicate the duties of each individual and correlate those duties to the purpose/goals of the project.
 2. All salaries must include the number of hours, rate per hour, and the (actual) months of performance.
 3. For contractors, indicate if the expense represents a flat fee for services or an hourly rate. Provide justification for the how and why the contractor was selected vs. the organization's own staff/personnel. List the general categories of services the contract covers (e.g., professional services, travel, lodging, administrative expenses, etc.).
 4. Charges must be for services rendered for the individual's qualifications and your locality based on the U.S. Bureau of Labor and Statistics, for applicable wages and salaries by State, covering agricultural occupations (i.e., Management occupations (Project manager, market manager, etc.), series 11-9013 "Farmers, Ranchers, and Agricultural Managers"). FMPP will allow up to the "median hourly" rate, for the appropriate occupation.
 5. Personnel and contractor's compensation that have been approved, awarded, and agreed to under FMPP will not be increased during the life of the grant.

See sections V.E. and VIII.C. for all contractors and subgrantees requirements.

- **Travel.** Itemize the details and purpose of each trip and the anticipated travel expenses. List each expense separately including: (1) the name of each person traveling, (2) purpose and date(s), (3) mode of travel, (4) number and duration of trips, (5) number of people, (6) destination, (7) number of miles, and (8) lodging and meals (as applicable). Include specific details about the travel expenses in the budget narrative.

FMPP follows the current General Services Administration's privately owned vehicle (POV) mileage reimbursement rate. Mileage rates include gas costs; FMPP will not recognize additional gas expenses as allowable.

If technologies such as teleconferences or videoconferencing are available to your organization, appropriate to the project, and less costly, they should be used as an alternative to travel.

- **Equipment.** Indicate anticipated purchases of equipment. List separately each item of equipment, its cost and use. *Equipment* means any tangible, nonexpendable, personal property, including exempt property charged directly to the grant having: (1) a useful life of more than 1 year, and (2) an acquisition cost of \$5,000 or more per unit (7 CFR 3016.3 and 7 CFR 3019.2). In the budget narrative, provide the basis of the cost estimate (e.g. price analyses, vendor quotes) for each piece of equipment and its correlation to the purpose/goals of the project to justify your need for the equipment to be purchased.

FMPP discourages the use of grant funds to rent a building or rooms and to purchase supplies and other materials. However, where appropriate, FMPP encourages the use of technologies such as webinars, teleconferencing, or videoconferencing as an alternative to renting a building or a room. If renting a building or a room is needed, then consider the most cost-effective alternatives such as other, no-cost conference rooms available in your community.

- **Supplies.** Provide an estimate of projected supply expenditures. List each item separately, its cost and use. *Supplies* means any tangible personal property other than equipment (as defined above), excluding debt instruments and inventions (defined in 7 CFR 3019.2(hh)). In the budget narrative, provide the basis of the cost estimate (e.g. price analyses, vendor quotes) for each supply item being requested and its correlation to the purpose/goals of the project to justify your need for the supplies to be purchased.
- **Other.** Provide, in sufficient detail, an itemized list of projected expenditures, their cost and use. *Other items* mean any item not fitting into the personnel, contractual, equipment, travel, and supplies categories explained above (e.g., rentals). In the budget narrative, provide the basis of the cost estimate (e.g. price analysis, vendor quotes) for each item being requested and its correlation to the purpose/goals of the project to justify your need.

FMPP will not pay for a project that consists of only one workshop or conference, unless such activity is part of a larger project and justified appropriately. FMPP encourages the use of alternative technologies instead of renting building and other spaces for the workshop/conference. When submitting a request for a workshop or conference, clearly indicate the purpose of the workshop or conference, and explain

why the activity cannot be implemented using alternative technologies. Indicate if registration fees will be collected and if so, show the fees as program income on the SF-424A.

- **Indirect Costs.** Indirect costs are defined as the expenses of doing business that are not readily identified with an FMPP project, but are necessary for the general operation of the organization and the implementation of FMPP-related activities. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved.
 1. FMPP will only award indirect costs up to 10 percent.
 2. Budget requests for indirect costs may not exceed 10 percent of any expense defined and itemized as a direct cost. Please note that a cost may not be allocated as an indirect cost if it is incurred for the same purpose under FMPP as a direct cost.
 3. The Supplemental Budget Summary narrative must explain how the indirect cost amount was determined, what it includes, and how it meets the definition and criteria above. FMPP WILL NOT AWARD any requests submitted without this definition and/or explanation.
 4. Indicate only ONE indirect cost total -- 10 percent of total project costs; instead of multiple indirect costs for each individual project activity being proposed.
 5. Approved indirect cost amounts cannot, however, be: (1) included in 10 percent budget changes (found in VIII.G.4.), or (2) increased during the life of the grant. With FMPP prior approval, approved indirect amounts can be amended and moved for use of approved direct cost expenses.
- **EBT Project Proposals.** Applicants should send in two (2) separate applications (as applicable) and multiple Supplemental Budget Summaries when submitting proposals that include (new and/or existing) EBT project work. See sections III.B thru III.E. for additional information.

16. **Primary Proposal Activity.** It is mandatory that each FMPP application clearly identifies the primary proposal activity. Identify only one specific activity that meets the proposal's main goal and objective.
17. **Proposal Activities.** List all other activities (as many as are applicable) that meet the remaining goals and objectives. Using form TM-29, the activities checklist of proposal activities WILL NOT count against the 12-page limit.

H. Supporting Documents

Evidence of collaborative arrangements, capacity commitments, and qualifications to conduct the work required to initiate and complete the project must be provided. Required documents include:

- **Brief description(s) of experience and qualifications or resumes of those leading or conducting project activities.** Qualifications should reflect the expertise necessary to carry out the proposed activities or similar types of activities.
- **Letters and/or other evidence of commitment from cooperators, contractors, or resource providers.** Letters should establish the fact that critical resources and infrastructure needed to initiate and conduct the project are in place at the time of proposal submission. The proposed project must not be dependent on the completion of another project or the receipt of another grant.

Supporting documents, including any optional local level analyses regarding food access, WILL NOT count against the 12-page limit. Where possible and applicable, single letters from farmer/producers, collaborators, partners, contractors, or resource providers may address both requirements for supporting documentation.

All supporting documents must be submitted with the application. Ensure that the documents identify the applicant and the exact project title name.

Supporting document(s) for all Grants.gov must be attached to the application within Form SF-424. **FMPP prefers that the additional items be merged into a single Adobe Acrobat (PDF) file**, but other acceptable formats include MS-Word (for text documents) and MS-Excel (for spreadsheet documents).

I. Disqualifications – Rejection of Submitted Applications

AMS/FMPP reserves the right, at its sole discretion, to reject an application if it:

- **Does not meet the FMPP mandates (sections I.-III.) including scope, eligibility, and allowable grant fund use.**
- **Is received after the deadline.**
- **Is incomplete, missing:**
 - Written proof of eligibility
 - Written proof that any contractors and subgrantees are not debarred; verification through the Excluded Parties List System (www.epls.gov) using the individual or organization's EIN during the search
 - Written proof that any contractors and subgrantees, which are proposed to receive \$25,000 or more in FMPP grant funds, have: 1) registered with Central Contractor Registry (CCR.gov), and 2) a valid DUNS number
 - Required forms SF-424, SF-424A, and SF-424B
 - DUNS number on form SF-424 at the time of application due date
 - EIN or TIN on form SF-424 at the time of application due date
 - Form TM-29, project narrative, or narrative missing ANY of the required information (see V.G.)
 - Required priority project information, as applicable, outlined in section III.A.3.

- Form TM-30, (and/or TM-31, as applicable), supplemental budget(s) with budget narrative(s)
- Supporting documents to establish qualifications, commitments, and collaborations necessary to initiate and complete the proposed project
- **Does not follow the FMPP application requirements including, but not limited to:**
 - Hand-written narrative or forms, including those that are scanned or saved in an electronic format
 - Narrative exceeding the 12-page limit
 - FMPP application forms TM-29, and TM-30 and/or TM-31 (as applicable)
 - EBT/Non-EBT application submission requirements and matrix (sections III.A-E.)
 - Documents submitted, via Grants.gov, in a format other than PDF
 - Incomplete information as required in V.G and VI.A.

Additionally, an application will be rejected (after submission or prior to award) if information comes to FMPP's attention that:

- Determines an organization is ineligible for an award.
- The application is materially misleading or incorrect.
- Indicates fraud or mismanagement of Federal funds by an the organization.
- Indicates funding of the same project work by another Federal Agency.

Funding decisions are final and made on the basis of one round of competition and the level of funding available. Applicants must submit the following information as part of their application packages:

VI. COMPLETED APPLICATIONS

A. Application Submission Checklist

All applicants must provide individual applications in an electronic application format for Grants.gov submission. Multiple applications (see III.E.) CANNOT be submitted in one Grants.gov submission. Application documents must be in the following order:

1. **Grants.gov Forms.** The following documents are available via www.Grants.gov:
 - **Form SF-424** (submitted with the appropriate Attachments (in VI.A.2. below); this document is completed first in Grants.gov)
 - **Form SF-424A**
 - **Form SF-424B**
2. **Grants.gov Attachments.** The following documents are to be prepared outside of Grants.gov, then formatted for uploading. **FMPP prefers that the additional items be**

merged into a single Adobe Acrobat (PDF) file, but other acceptable formats include MS-Word (for text documents) and MS-Excel (for spreadsheet documents). :

- Proof of Eligibility
- Evidence of Contractor/Sub-awardee (receiving \$25,000 or more in the budget) CCR registration and DUNS number (see V.C. and V.D.), as applicable
- Evidence of all Contractor and Subawardee's Debarment Status
- Priority Project information, as applicable (see III.A.3.)
- Form TM-29, Project Proposal Narrative
- Form TM-30, Supplemental Budget Summary, Project Activities non-EBT or Form TM-31, Supplemental Budget Summary, EBT Projects Only (as applicable)
- Supporting Documents

Upload these documents in the order listed above through Grants.gov. ONLY upload attachments by adding them within Form SF-424. Below item 15 on Form SF-424, click on "Add Attachments" and follow the instructions on the form, or see Appendix 3 of these Guidelines for detailed instructions.

B. Electronic Submissions via Grants.gov

FMPP applicants **MUST** submit their application electronically via www.Grants.gov. **AMS will not accept applications/proposals or supporting documents via facsimile, electronic mail, courier delivery, or postal delivery.**

FMPP strongly recommends applicants initiate the Grants.gov process at least 4 weeks prior to the application deadline. Completion of all tasks required to register with Grants.gov may require up to four weeks for new registrants. The application package may be downloaded and prepared while completing the registration process. **Applicants must be registered to submit a completed application package.** Applicants who delay starting the process may not meet the deadline, and may forfeit the opportunity to compete for FMPP funds this fiscal year.

No extensions past the deadline will be considered.

For information on how to apply electronically, please consult Grants.gov [Apply For Grants](#) and Appendix 3 of these Guidelines. Applicants experiencing problems in electronic submission of documentation should visit the Grants.gov Web site, email to support@grants.gov, or telephone the Contact Center at 1-800-518-4726. The hours of operation are Monday–Friday, 7 a.m. to 9 p.m., Eastern Time. The Contact Center is closed on Federal Holidays. Keep a record of any correspondence with Grants.gov, including any ID or case number provided.

FMPP will NOT accept corrections or additions to Grants.gov submissions (by phone, mail, hand-delivery, fax, or electronic mail).

- 1. Grants.gov Document Format.** Grants.gov only contains forms SF-424, SF-424A, and SF-424B. All other FMPP application documents (narrative, supplemental budget

summaries, supporting documents) must be uploaded and submitted as attachments within Form SF-424. **FMPP prefers that the additional items be merged into a single Adobe Acrobat (PDF) file**, but other acceptable formats include MS-Word (for text documents) and MS-Excel (for spreadsheet documents). **Failure to comply with this requirement will result in the rejection of the application.**

2. **Grants.gov Confirmation.** Grants.gov will send two emails to the authorized representative listed in the FMPP application. The first will contain the Submission Receipt Number, which indicates that Grants.gov registered receipt of the application package. The second will contain the Submission Validation Receipt, which indicates that Grants.gov has accepted the application package and validated that the required electronic forms are included. It may take up to 48 hours to receive the Submission Validation Receipt, which is the proof of a completed submission. Applicants are urged to keep this timeline in mind when submitting applications if a Submission Validation Receipt is desired before the deadline.
3. **Rejection of Application After Grants.gov Submission Validation.** After application validation by Grants.gov, FMPP Staff must then review each application to determine whether all documents, including the “Attachments” (section VI.A.), meet the requirements within these Guidelines. As such, **please note that an FMPP application may be rejected after Grants.gov validation due to the applicant’s failure to comply with the requirements in this document**, sections I. thru VI.

C. Paper Application for Scanned Submission

If paper applications are being prepared, they must be converted to electronic file format (Adobe Acrobat PDF, MS-Word for text, or MS-Excel for spreadsheets) for Grants.gov submission. The following paper requirements must be followed **PRIOR TO** scanning for submission. Type the application using only 8.5 x 11 inch paper with no tabs.

D. 2011 Awardees and Consecutive Grant Awards

An eligible entity can submit more than one application for competitive review. However, **FMPP will award only one grant per eligible entity in a grant funding year.**

AMS will not award consecutive grants to any eligible entity. Any entity that has received a grant award may apply for future grants after: 1) completion of the current grant/project, 2) AMS has received and accepted all required documentation and reports for that current grant, AND 3) the awardee has received the AMS/FMPP close-out letter.

This non-consecutive grant award process has been implemented in an effort to expand the availability for funding to an increased number of potential applicants. In so doing, FMPP hopes to more effectively broaden support to the rapidly growing numbers of farmers markets, roadside stands, community supported agriculture programs, agritourism activities, and other direct producer-to-consumer marketing channels.

An applicant not eligible to apply in 2012 may continue supporting FMPP by serving as a peer reviewer during their year of ineligibility. See the Call for Reviewers information, posted all year on the FMPP Web site, at www.ams.usda.gov/FMPP.

VII. PROPOSAL EVALUATION

A. Method of Evaluating Proposals

FMPP is a competitive grant program; award decisions are final.

Applicants must ensure that the evaluation criteria listed below are addressed within the proposal narrative. General guidance is provided with each criterion. However, it is recommended that applicants provide additional information based on each criterion.

Each criterion has a specific score value. The total maximum scores equal 100 for each project. In addition, a 5-point bonus will be awarded for FMPP Priority Projects.

Each application will be reviewed competitively using the following criteria:

1. **Direct Benefit to Farmers/Producers** (maximum score = 25). Explain the direct benefit to farmers and/or producers of the direct-marketing entity. Any resulting benefits should be provided for all participants, including:
 - How and how many farmers/producers will benefit.
 - The financial and other benefits farmers/producers will receive.
 - Why and how the activities will generate direct benefit for farmers/producers.
 - Explain the significance of the benefit to farmers/producers (how does it make a difference for them?)
2. **Quantitative Evaluation and Measurement of Project's Long Term Impact** (maximum score = 20). Describe the project's long term impact. Define the proposed method of program assessment (evaluation plan) and how outputs and outcomes will be measured. Outputs and outcomes are the direct results of program activities. They are usually described in terms of size and scope of the services or products delivered or produced by the program.
 - a. Provide an outline and explanation of anticipated outputs/activities and outcomes/results of your project. You **MUST** use a logic model to map this information. A sample logic model is provided in [FMPP Performance Measurement and Evaluation](#), which contains the following:
 - Starting conditions (baseline(s))
 - Measurable outputs (activities) expected to result from this project, *i.e.*, classes taught, meetings held, materials produced, program/customer participation rates and demography, or hours of each type of service provided.

Example: This project will hire a part time training coordinator/instructor to hold a series of five 2-day workshops for farmers/ranchers that will teach records management and marketing skills to 30 small producers.

- End results (impact) and measurable outcomes anticipated from this project; i.e., number of jobs created and changes in attitudes, behaviors, knowledge, skills, and level of functioning. These outcomes may be quantitative or qualitative.

Quantitative Example: After training completion, X number or percentage of farmer/ranchers, utilizing their new marketing skills, increased their net income by 10 percent. These results were measured by X number of farmer/rancher surveys/interviews (or other means).

Qualitative Example: After training completion, X percentage of farmer/ranchers reported increased confidence in selling their products directly to consumers, and will pursue selling produce to institutional customers like restaurants and schools. These results were measured by X number of farmer/rancher surveys/interviews (or other means).

- b. Explain how the dollar amount and percentage change, sales dollar amount, and other financial data will be measured and tracked and who will perform the project monitoring.
- c. The evaluation (performance) report (submitted by the awardee every 6 months) must document results, impacts, and best practices of the project.
- d. The performance reports must contain metrics that describe the effects of FMPP funded activities and expenditures, including but not limited to:
 - i. Number of new jobs created using FMPP funds
 - ii. Number of existing jobs supported using FMPP funds
 - iii. Dollar amount and percentage change in sales of healthy foods
 - iv. Dollar amount of sales for each vendor of SNAP, WIC, and/or other Federal nutrition assistance program
 - v. Dollars spent on healthy food promotional activities
 - vi. Number of new clients and vendors over the season or from previous years
 - vii. Change in diversity of products offered at the market, including addition of processed or prepared foods and nonfood products provided by farmers/producers
 - viii. Change in dollar amount of SNAP, WIC, and/or other Federal nutrition assistance programs from previous years

Please also include details addressing what added value your project provides to the target underserved community (e.g. greater variety; fresh, local produce, etc.).

3. Reasonableness of Budget (maximum score = 20). Provide justification for the budget and funds usage by explaining how the budget items support the work plan in achieving the project goals. For each item in the budget summary, include:

- Why is this budget item needed?
- How does each budget item contribute to the benefit received by the farmers/producers?
- Are the budget category allocations proportionate to the contributions they make to achieving project objectives?
- How are the planned expenditures correlated with the activities in the proposed work plan?

Peer reviewers will evaluate the budgets and individual budget line items to determine whether the requests correspond to the goals and objectives being proposed. The budget narrative MUST provide adequate justification for each item being requested.

4. Capacity, Collaboration, and Partnership Participation (include partner qualifications) (maximum score = 20). Outline the collaboration/partnerships formed and farmer/vendor participation for this project. Include:

- The degree of involvement by the farmers/producers and collaborators/partners in implementing the project.
- What resources farmers/producers and collaborators/partners will provide.
- Documentation to demonstrate the team's (organization and collaborators) capacity to successfully begin and carry out project goals and objectives.
- Documentation that critical components beyond participants, such as equipment, location(s), and building(s) are in place to implement the project.
- The organization should list additional and/or community assets that were leveraged through coordination and collaboration with other Federal agencies, local governments, and non-profit partners. These assets might include additional funding, in-kind contributions of services or equipment/materials, new partnerships made, etc.

5. Need for the Project (maximum score = 10). Provide a clearly identified issue/problem and the actions or project work to address it. Provide sufficient justification for the project approach and/or strategies in the proposal. Include:

- Why and how the actions recommended in the proposal will address and/or "solve" the issue/problem(s) identified.
- How the proposal demonstrates the project's merit.
- Why these activities are appropriate for achieving the project's stated objectives.

6. Sustainability (maximum score = 5). Describe the project's sustainability and transferability to other locations. Include:

- How will the project be self-sustaining after FMPP grant funds are exhausted?

- How likely is it that farmers/producers will continue the activities proposed after the grant ends?
- How are the outcome and lessons learned from this project applicable to farmers/producers in other locations?

7. Addresses the FY-2012 FMPP Priorities (maximum score = 5). Outline the proposal's activities and the identified FMPP priority. Projects implemented in a USDA-defined food desert census tract or low income community will receive 5 points.

B. Application Scoring Summary

Measurement Element	Maximum Points
1. Direct Benefit to Farmers/Producers	25
2. Quantitative Evaluation/Measurement/LT Impact	20
3. Reasonableness of Budget	20
4. Degree of Capacity/Collaboration/Partnership	20
5. Need for Project	10
6. Sustainability	5
Maximum for non-priority projects	100
7. FMPP Priorities: Food Deserts/20% Poverty Rate	5
Maximum for priority projects	105

VIII. POST-AWARD MANAGEMENT OF FMPP GRANTS

A. FMPP Grant Award Announcement

While there may be an exception to this rule, AMS expects to announce recipients of FMPP grant funds (awardees) on or before September 30, 2012.

B. Responsibilities of Grant Recipients

Grant recipients are responsible for:

- Complying with all terms and conditions of the grant agreement.
- Ensuring and documenting the organization's financial stability and capacity to begin and complete the FMPP awarded project.
- Having adequate internal controls to implement the FMPP Federal grant. These internal controls may be requested to be submitted in writing to FMPP at any time during the grant period.
- Filing a Federal Funding Accountability and Transparency Act (FFATA) Subaward Report for contractors/subawardees receiving \$25,000 or more in FMPP grant funds.

- Monitoring the performance of all project activities and any sub-grantees, and ensuring that the work is completed within the grant period.
- Ensuring that FMPP funds are used only for activities covered by the approved project, workplan, and budget.
- Ensuring that proper grant management procedures are followed.
- Requesting prior approval for budget or project scope changes in accordance with 7 CFR 3016 and 3019.
- Sending FMPP a copy of any contract or secondary agreement relating to the project.
- Submitting financial reports ([Form SF-425](#)) **every 3 months**, including any program income earned. The awardee must also submit a final financial report **no later than 90 days** after the grant expiration date.
- Submitting a performance (progress) report **every 6 months**. The awardee must also submit a final performance report, summarizing findings and accomplishments, **no later than 90 days after the grant expiration date**. (For further details, see **Section IX, “Reporting Requirements for Awarded Projects.”**)
- Submitting quarterly requests for advances/reimbursements (electronically or via a written [Form SF-270](#)) as needed to implement the project and workplan. Initial requests for payment must be made within the first 8 months of the project work. **The Agency can de-obligate the funds without further cause should the awardee fail to request funds within that timeframe.**
- Contacting the FMPP office, in writing, 60 days before the grant’s expiration date to request a no-cost time extension if, for any reason, the project cannot be completed within the established time frame. A written or emailed letter from the grantee briefly explaining the need for the extension and specifying a new ending date is required (See section VIII.G.5. for more information).

C. Subaward Reporting System (FSRS)

The Federal Funding Accountability and Transparency Act of 2006 legislation (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252)) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable Web site, which is www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool that all Federal awardees (i.e. grants recipients and contractors) must use to capture and report compensation of \$25,000 or more to any subaward (i.e., to contractors or subawardees). These awardees are subject to FFATA subaward reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The subaward information entered in FSRS will then be displayed on the USASpending.gov Web site furthering Federal spending transparency.

For the purposes of the FMPP grants, the following applicable FSRS definitions will apply:

Grantees/awardees – Entities receiving an FMPP grant greater than or equal to \$25,000.

Subaward – A FMPP monetary award/funding made to a grantee who in turn gives FMPP funds to a subrecipient, subgrantee, or subcontractor.

Subgrantees/Subawardees – Contractors or other organizations that receive or provide services to an entity receiving an FMPP grant.

FMPP awardees must file a FFATA subaward report by the end of the month following the month in which the grantee awards the subgrantee/subawardee \$25,000 or more. For example, if a subaward was made on October 15, 2012, the awardee has until November 30, 2012 to report the subaward information.

The FMPP grantee must report the following information about their subgrantees/subawardees in the FFATA:

- Name of entity receiving award
- Amount of award
- Funding agency – USDA, Agricultural Marketing Service
- North American Industry Classification System (NAICS) code for contracts / Catalog of Federal Domestic Assistance (CFDA) program number – CFDA #10.168, Farmers Market Promotion Program (FMPP) grants
- Program source – USDA, Agricultural Marketing Service, Farmers Market Promotion Program (FMPP) grants
- Award title descriptive of the purpose of the funding action
- Location of the entity (including congressional district)
- Place of performance (including congressional district)
- Unique identifier of the entity and its parent; and
- Total compensation and names of top five executives (same thresholds as for grantees)

For more detailed information about reporting using the FSRS system, see the learning module that demonstrates the FSRS reporting tool at www.FSRS.gov; click “FSRS Awardee User Demonstration” under Training Materials.

D. FMPP Orientation and Training

All awardees must participate in the mandatory orientation and training sessions.

1. **Orientation and Training.** The sessions will include, but not be limited to, information about sound business practices (internal controls) to implement FMPP (Federal) grants, grant administration and monitoring requirements, financial status and cash transaction reports, personnel requirements, performance reports, and electronic payment procedures and timelines.
2. **Representatives.** The person(s) participating in the mandatory sessions must be responsible for and knowledgeable of the organization’s:
 - Management of the FMPP grant.

- Grant administration procedures, including a written code of conduct (internal controls).
 - Financial, personnel, procurement, and program management systems (internal controls).
 - Accounting and payment systems (i.e., completion of [SF-270](#) request for payments; payments to subgrantees, as applicable; any other accounting, payment, and reporting ([SF-425](#)) requirements under the grant).
 - Program income, personnel, equipment, supplies, and property systems (internal controls).
 - Grant records management (internal controls).
3. **Training Dates.** FMPP grant awardees will be notified of the dates and times of the orientation and training sessions. FMPP reserves the right to change or cancel meetings, conference calls, times, and dates. Attendance will be taken for compliance.

E. Award Terms and Conditions

1. **Grant Agreement.** Upon agreement with FMPP terms and conditions for the award, the awardee will enter into a grant agreement with AMS. The grant agreement will include:
 - Requirements set forth within this “2012 Farmers Market Promotion Program Guidelines.”
 - “AMS Grant Agreement Face Sheet,” which will serve as the grant signature page for the awardee and AMS representative.
 - “FMPP Grant General Terms and Conditions,” which contains the requirements for accepting FMPP grant funds, including actions needing prior approval; changes in project contacts, leaders, and staff; performance monitoring; reporting requirements; cost principles; payment requirements; and assurances and certifications (which replaces Form AD-1047, Form AD-1048, and Form AD-1049).
 - Administrative requirements [7 CFR part 3015](#), [7 CFR part 3016](#), [7 CFR part 3019](#), and [FAR 31.2](#).
 - AMS-approved “FMPP Project Proposal Narrative.”
 - AMS-approved “FMPP Supplemental Budget Summary(ies)” and their detailed, itemized, and approved costs/budget spreadsheet(s).
2. **Corporate Felony Convictions and Tax Delinquencies.** The FMPP award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the recipient acknowledges that it: (a) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for

collecting the tax liability, and (b) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered the debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, AMS will annul this agreement and may recover any funds the recipient has expended in violation of sections 738 and 739.

3. **Trafficking in Persons.**

a. Provisions applicable to a recipient/awardee that is a private entity.

- (1) The awardee, your employees, subawardees under this award, and subawardees' employees may not:

Engage in severe forms of trafficking in persons during the period of time the award is in effect.

Procure a commercial sex act during the period of time that the award is in effect.

Use forced labor in the performance of the award or subawards under the FMPP grant award.

- (2) AMS, the Federal awarding agency, may unilaterally terminate this award, without penalty, if the recipient or a subrecipient of the award that is a private entity:

Is determined to have violated a prohibition in paragraph a.1 of this award term; or

Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

Associated with performance under this award; or

Imputed to the awardee or the subawardee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR part 3017.

b. Provision applicable to an awardee other than a private entity. AMS, as the Federal awarding agency, may unilaterally terminate this award, without penalty, if a subawardee that is a private entity:

- (1) Is determined to have violated an applicable prohibition in paragraph 3.a.(1) of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 3.a.(1) of this award term through conduct that is either:

Associated with performance under this award; or

Imputed to the subawardee using the standards and due processes for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies

on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR part 3017.

- c. Provisions applicable to any awardee. The awardee must inform AMS/FMPP immediately of any information received from any source alleging a violation of a prohibition in paragraph 3.a.(1) of this award term.

F. Unallowable Costs

The following costs are unallowable under this award unless otherwise permitted by law or approved by FMPP:

1. General Costs

- a. Development or participation in lobbying activities including costs of membership in organizations substantially engaged in lobbying.
- b. Development or participation in political activities in accordance with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326).
- c. Costs which lie outside the scope of the approved project(s) and any amendments thereto.
- d. Costs incurred after the expiration of grant award period, including no-cost extensions of time.
- e. Indirect costs in excess of 10 percent; this limitation also applies to any subcontracts under the funded award.

2. Selected Items of Cost

- a. Alcoholic beverages.
- b. The purchase of food-related incentives, including bonuses, coupons, and vouchers.
- c. International travel and other related expenses.
- d. Bad debts, including losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.
- e. Capital expenditures for general purposes, including purchases of building(s); construction, repair, or rehabilitation of building(s); and land acquisition.
- f. Contributions to a contingency reserve or any similar provision (rainy day funds) made for the occurrence of events which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.
- g. Donated or volunteered services may be furnished to an awardee by professional and technical personnel, consultants, and other skilled and unskilled labor. The value of these services is not reimbursable neither as a direct nor indirect cost.
- h. Contributions or donations, including cash, property, and services, made by the awardee, regardless of the recipient.
- i. Specific organizational entertainment costs, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to

- shows or sports events, meals, lodging, rentals, transportation, and gratuities), regardless of their apparent relationship to project objectives.
- j. Airfare costs in excess of the customary standard commercial airfare (coach or equivalent), Federal Government contract airfare, or the lowest commercial discount airfare.
 - k. Fines, penalties, damages, and other settlements resulting from violations (or alleged violations) of, or failure of the State or local governmental unit to comply with, Federal, State, local, or Indian tribal laws and regulations.
 - l. General costs of State or local Government including: (1) salaries and expenses of the Office of the Governor of a State or the chief executive of a political subdivision or the chief executive of Federally-recognized Indian tribal government; (2) salaries and other expenses of a State legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction; (3) costs of the judiciary branch of a government; (4) costs of prosecutorial activities; and (5) costs of other general types of government services normally provided to the general public, such as fire and police.
 - m. Costs of goods or services for personal use of the State or local governmental unit's employees regardless of whether the cost is reported as taxable income to the employees.
 - n. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments.
 - o. Grant funds cannot be used to supplant State funds.
 - p. None of the funds under this award may be used towards travel costs for AMS FMPP employees.
 - q. This list is not all inclusive. Questions regarding allowability of particular items of cost should be directed to the Program Contact for the FMPP in section XIII.

G. Prior Approval Requirements

1. **Key Personnel Change.** When it is necessary to change key personnel, the awardee must submit a written request (email is acceptable) to FMPP. The request should contain the new individual's name and contact information, the capacity in which this new individual will serve, and written notification from the individual signifying his or her willingness to serve on the project.

The following items require a written request (or email), including signature from the awardee (primary contact) AND an FMPP authorized representative (signature or email) before the awardee proceeds. FMPP will accept a) a faxed document, b) an email and the signed, mailed or faxed written request, c) a PDF file with a signature, or d) an express mail or overnight courier service delivered requests to the FMPP contact(s) found in section XIV.

2. **Scope or Objective Changes.** When it is necessary to modify the scope or objectives of the award, submit a written justification for the change along with the revised scope or

objectives of the award to FMPP. Submit a written justification for the change along with a project purpose, potential impact, expected measurable outcomes, work plan, budget narrative, and project oversight/commitment.

3. Change in Project Leaders. When the primary Project Leader (PL) plans to:
Relinquish active direction of the project for more than 3 consecutive months,
Have a 25 percent or more reduction in time devoted to the project, or
Sever his/her connection with the awardee's organization,

the awardee has the following prior approval options and responsibilities:

If the PL's absence is temporary, the awardee organization must notify FMPP in writing of arrangements for the continuing conduct of the project (i.e., identify who will be in charge during the PL's absence, including his/her qualifications to assume leadership of the project and his/her written concurrence).

If the PL severs his/her affiliation with the awardee organization, the awardee's options are:

- a. Replacing the PL on the project - The awardee organization must request, in writing, FMPP approval of the PL replacement and must include a copy of his/her qualifications and submit information regarding the new PL's current and pending support of the new organization. The request also must contain the signature of the proposed PL replacement signifying his/her willingness to assume leadership of the project.
- b. Subcontracting to the former PL's new organization - The awardee may request approval to replace the PL (as outlined in above paragraph) and retain the award, but subcontract to the former PL's new organization certain portions of the project to be completed by the former PL.
- c. Relinquish the Award - If neither of the previous options is viable and the awardee wishes to relinquish the award, the following procedures should be followed:
 - The awardee should send a letter to FMPP, signed by the awardee organization contact and PL, indicating the awardee is relinquishing the award and de-obligating any unused funds.
 - The letter should include the date the PL is leaving and a summary of progress to date. A final [Federal Financial Report Form SF-425](#), (see section X.B.), reflecting the total amount of funds spent by the awardee, should be attached to the letter.
 - Should the PL wish to transfer the award to his/her new institution, the new institution should submit the request in writing to FMPP to receive written instructions for such a transfer. The transfer will require submitting a new application to FMPP, completion of the forms and certifications; a project summary/work statement covering the work to be completed under the project (the objectives must be the same as those outlined in the approved proposal); and an updated list of PL qualifications showing his/her new organizational affiliation.

NOTE: Experience has demonstrated that the transfer of an award from one institution to another can take 90 or more days to accomplish. If information is not submitted in a timely manner, the PL may experience a delay in resuming the project at the new institution. Total project length will not exceed 2.5 years, and will be considered on a case-by-case basis with justification acceptable to FMPP.

4. **Budget Changes.** When a modification to an FMPP-approved budget is necessary, the modification must be approved in writing by FMPP if the cumulative amount of such modifications exceeds 10 percent (10%) of the project's total budget as last approved by FMPP. A request for a budget change shall include: (a) a description of the change, (b) a justification for the change, (c) the approved budget spreadsheet(Excel), showing the change by category and line item, and (d) signatures by the organization contact for the Grantee and the Federal Agency representative. Note that any budget changes that also change the project scope or objectives are included in section VIII.G.2. Budget changes must be requested in writing at least 60 days before the grant expires.

Approved indirect amounts cannot be increased during the life of the grant. With FMPP prior approval initiated by an awardee's written request for a budget amendment, a portion of the approved indirect budget can be moved for use of approved direct cost expenses. Any such request shall include: (a) a description and amount of the change, (b) a justification for the change, (c) a description of how the change will enhance the project's goals and objectives, and (d) signature by the organization contact for the awardee and approval signature or email from FMPP.

5. **Extension of Grant Agreement.** When an extension of time is required (no cost extension), the extension(s) must be received in writing no later than 60 days prior to the expiration date of the award. The request must come from the awardee contact and contain all of the following information:
 1. The length of additional time required to complete project objectives and a justification for the extension.
 2. A summary of progress to date (status of project timeline and objectives, etc.).
 3. An estimate of remaining funds on the original grant completion date.
 4. A projected timetable to complete the project for which the extension is being requested.

The fact that funds are expected to remain unutilized or unobligated at the end of the award is not in itself sufficient justification to receive a no cost extension of time. Approval decisions will be made on a case-by-case basis based on the written justification provided.

FMPP awards are limited to not more than 2.5 years in duration from the date of the grant agreement, **therefore no more than one extension of up to 6 months will be provided.**

NOTE: Requests for no-cost extensions of time received after the original grant completion date of the award normally will not be honored. Only in extremely rare circumstances for

which there are exceptional extenuating circumstances will requests received after the expiring award date be considered.

If an awardee has not requested and received an extension within the appropriate time period, AMS will deobligate any remaining grant funds 60 days after the grant period closes.

IX. REPORTING REQUIREMENTS FOR AWARDED PROJECTS

A. Performance Reports

Semi-Annual and Final Performance Report should follow/correspond to your logic model activities submitted with the approved narrative. All reports must be formatted and submitted as provided within [FMPP Performance Measurement and Evaluation](#) and the FMPP Interim Performance Report and Final Performance Report (templates). A copy of the logic model and project timeline (showing any corrections) must accompany each interim and final report. Reports may be submitted electronically to FMPP via USDAFMPP@ams.usda.gov.

- 1. Semi-Annual Performance Reports.** Performance (progress) reports are required at the midpoint of projects approved for 1 year and at six 6-month intervals for projects of longer duration. If the project is 1 year or less, only one performance report and a final performance report are required.
- 2. Final Performance Report.** Required to fulfill the terms of the grant agreement, but this final performance report also represents an important vehicle for sharing project findings with Federal and State agencies and the public. Please contact FMPP before submission in order to discuss a format suitable (including both hard-copy and electronic copy) for wide distribution and posting on the FMPP Web site. The final performance report of results and accomplishments is due within 90 days following the grant ending date.

NOTE: FMPP will withhold payment(s) if the awardee fails to submit: 1) any required performance report, or 2) any other document(s) within the terms and conditions of the award, including the submission of all payment documents.

B. Financial Reports

Original financial reports, signed by the appropriate organizational representative, must be submitted to FMPP by mail, express mail, or courier service.

- 1. Quarterly Federal Financial Reports.** A “Federal Financial Report” ([Form SF-425](#)) must be submitted every 4 months (or after payment request) by the awardee after the receipt of Federal grant funds until the expiration of the grant period. The report must be submitted not later than 45 calendar days after the end of each quarter. The information will be used to determine the use of cash provided by FMPP and the organization’s

spending practices in correlation to the project performance reports. The SF-425 form can be downloaded from the FMPP Web site (see [Forms and Additional Information](#)) and sent by mail.

2. **Final Federal Financial Reports.** A final submission “Federal Financial Report” ([Form SF-425](#)), is also required no later than 90 days following the project’s ending date.

NOTE: FMPP will withhold payment(s) if the awardee fails to submit: 1) any required performance report, or 2) any other document(s) within the terms and conditions of the award, including the submission of all payment documents.

X. REQUESTS FOR PAYMENT

All awardees must have already registered with the Central Contractor Registry (CCR) at www.CCR.gov in order to accept grant payments from AMS. See section VI.D. for more information.

FMPP funds will be made available beginning in October 2012, and payments will be made electronically by direct deposit into the awardee organization’s accounts.

A. SF-270 Paper Request System

Awardees must request the amount of funds to carry out the project by submitting a complete [Request for Advance or Reimbursement Form SF-270](#) for each payment requested.

All payments, including advances and reimbursements, will be limited to the minimum amount required to meet short-term (3 to 4 month) disbursement needs. The timing and amount of advances shall be as close as is administratively feasible to the actual disbursement by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

A payment request must include:

1. **Cover Letter.** A brief letter/memo indicating project progress, purpose of, and type of payment request. Advances and reimbursements must NOT be on the same SF-270.
2. **Approved Budget.** A copy of the approved FMPP budget in the MS Excel format provided by FMPP showing a new column indicating the request of funds beside the approved budget categories.
3. **Signed SF-270.** The completed and signed SF-270. No payment will be processed without the authorized representative’s signature. Payments of grant funds must be requested by the same designated organization representative. This individual must request the amount of funds to carry out the project by submitting a completed form SF-270. The original [SF-270](#) form(s) must be submitted to FMPP by mail, express mail, or courier service.

NOTE: FMPP will withhold payment(s) if the awardee fails to submit: 1) any required performance report, or 2) any other document(s) within the terms and conditions of the award, including the submission of all payment documents described above.

To expedite the payment requests, payment forms must be faxed or emailed (USDAFMPPPayments@ams.usda.gov) to FMPP.

Copies of invoice(s), receipt(s), and personnel timesheets must be kept in the records of awarded organizations and must show the specific expenditures incurred during the requested payment period. These invoice(s), receipt(s), and personnel timesheets must be kept by the awardee as documentation for the awardee's grant files and records and must show the specific purchase(s) allotted. This documentation may be reviewed during a site visit or audit.

XI. GRANT CLOSEOUT

Before an FMPP grant can be closed, an awardee must submit all required documents no more than 90 days following the project/grant's end date. The required documents for closeout are: 1) final Performance Report, 2) final Federal Financial Report ([SF-425](#)), 3) any requested payment paperwork, 4) any project deliverables, and 5) any payment/deobligation (unused grant fund) checks payable to the U.S. Treasury. After receipt, review, and approval of these documents, FMPP staff will email or mail the awardee a closeout letter.

On a case-by-case basis and with justification explaining the exceptional extenuating circumstances, awardees may request a no-cost grant extension (see section VII.G.) to utilize funds. **If an awardee has not requested an extension within the appropriate time period, AMS will deobligate any remaining grant funds 60 days after the grant period closes and will email or mail the awardee a closeout letter. NO FUNDS WILL BE DISPERSED AFTER GRANT CLOSEOUT.**

Future FMPP grants may be applied for after: 1) completion of the current grant project, 2) AMS has received and accepted all required documentation and reports (above), AND 3) the awardee receives the AMS/FMPP close-out letter/documentation

XII. RECORD RETENTION

In accordance with Federal regulations, grant recipients should retain all records including documentation and receipts relating to the grant for **a period of 3 years after the final financial status report has been submitted** to FMPP.

XIII. FMPP CONTACTS

Pre-Award Contact. Questions about the 2012 grant program should be directed to:

FMPP Grant Program Staff
USDA, Agricultural Marketing Service
1400 Independence Avenue, SW
Room 4509-South Building
Washington, D.C. 20250
(202) 720-0933

USDAFMPPQuestions@ams.usda.gov

This email address will remain open until May 21, 2012.

Post-Award Contacts. Awardees should send payment requests and items listed below to USDAFMPPPayments@ams.usda.gov.

- Payments
- Budget amendments
- Financial reports
- Organization (and project) contact changes
- Any other requests

Awardees should send performance reports and the items listed below to USDAFMPP@ams.usda.gov.

- Performance (Project/Progress/Final) reports
- Requests for project amendments
- Requests for change of project objective and/or scope

Do not send payment requests and performance reports to the same or incorrect email, this will delay your payment.

Appendix 1

Territories of the United States Eligible Under FMPP

The following U.S. territories are eligible for grant funding under the Farmers Market Promotion Program:

U.S. Territory	Capital	Year Acquired by U.S.
Puerto Rico	San Juan	1898
American Samoa	Pago Pago	1899
U.S. Virgin Islands	Charlotte Amalie	1927
Commonwealth of the Northern Mariana Islands	Saipan	1947
Guam	Agana	1950

Appendix 2

Central Contractor Registry (CCR)

What is the Central Contractor Registry (CCR)? The CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. The term “assistance awards” includes grants, cooperative agreements and other forms of Federal assistance. Whether applying for assistance awards, contracts, or other business opportunities, all entities are considered “registrants.”

As a part of the Federal Financial Assistance Management Improvement Act of 1999, [Public Law 106-107](#), both current and potential Federal funding recipients are required to register in CCR in order to be awarded contracts by the Federal government. Registrants are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. **Registrants must update or renew their registration at least once per year to maintain an active status.**

Entities (private non-profits, educational organizations, State and regional agencies, etc.) that apply for assistance awards from the Federal government through Grants.gov must now register with CCR as well. **Registration in no way guarantees that a contract or assistance award will be made.**

CCR validates the registrant information and electronically shares the secure and encrypted data with the Federal agencies’ finance offices to facilitate paperless payments through electronic funds transfer (EFT). Additionally, CCR shares the data with Federal government procurement and electronic business systems.

What type of information is requested by CCR? CCR registrants are required to submit detailed information on their company in various categories. A User’s Guide is provided with guidelines on how to obtain unknown information. Categories of required and requested information include, but are not limited to:

- *General Information* – Includes, but is not limited to, DUNS number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and Web site address.
- *Corporate Information* – Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.
- *Financial Information* – Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.
- *Point of Contact (POC) Information* – Includes, but is not limited to, the primary and alternate points of contact and the electronic business, past performance, and government points of contact.

NOTE: The list above is not all inclusive. For the complete listing of information required by CCR go to www.CCR.gov. Any information provided in a CCR registration may be shared with authorized Federal government offices. However, this registration does not guarantee business with the AMS/FMPP or any other Federal government agency.

Appendix 3

FMPP Application Submission via Grants.gov

1. **There are four steps in submitting an application for the FMPP program via Grants.gov**

- Register your organization with Grants.gov.
- Download the application package from Grants.gov and the additional forms required by FMPP.
- Complete your application, including all forms required by FMPP.
- Check your application package and submit it to Grants.gov.

These instructions will take you through each step.

2. **Register your organization with Grants.gov.** YOU MUST REGISTER with Grants.gov to submit an FMPP application. There are numerous steps that must be completed prior to registering in Grants.gov; all must be completed to start the registration process. For detailed information on how to complete Grants.gov registration, see the “Organization Registration User Guide” and the Organization Registration Overview Tutorial. Specifically,

- Go to the www.Grants.gov Web site
- Click on “Get Registered”
- Follow the “Organization Registration” instructions

The steps needed to complete the registration may require between 3 to 5 business days, or as long as 4 weeks to complete before you may submit your application. Organizations are required to have a DUNS number issued by Dun and Bradstreet, an EIN or TIN issued by the IRS, and to register with the Federal Central Contractor Registry prior to completing registration. Completion of these tasks in the sequential order required may take up to 4 weeks to complete the registration. Details and a registration checklist are provided in the Organization Registration instructions. **Note that Grants.gov is scheduled to be offline for maintenance Saturday, April 28, 2012 at 12:01 AM ET until Sunday, April 29, 2012 at 11:59 PM ET. Grants.gov recommends that no registrations, grant submissions, or other site activity be conducted during this time.**

3. **Download the application package from Grants.gov and the additional forms required by FMPP.** You may begin preparing your application at the same time that you start the registration process. You may NOT SUBMIT your application until registration is complete.

You must have a compatible version of Adobe Reader installed on your computer before downloading the package. Informational notes during the download process allow you to check for compatibility and download a compatible version of Adobe Reader free of charge.

- Go to the www.Grants.gov Web site
- Click on “Apply for Grants”
- Click on “Download a Grant Application Package”
- Enter the “CFDA Number” for the 2012 FMPP: **10.168** and Click on “Download Package”

- Click on “download” in the column “Instructions and Application”
- Click on “Download Application Package”

At this stage, the forms will be open in your Web browser and you may save the package to an electronic storage medium such as your computer hard drive or a USB drive to work on at your convenience.

Additional forms and documents required by FMPP are NOT included in the Grants.gov application package and you will need to obtain these separately. Details are provided in the [2012 Guidelines](#). The additional forms that **MUST** be submitted to Grants.gov as attachments to the application package are:

- [Proof of eligibility](#)
- [Evidence of all contractor and sub-awardee debarment status](#)
- [Proof of qualifying status for Priority Project designation](#)
- [Form TM-29, Project Proposal Narrative](#)
- [Form TM-30, Supplemental Budget Summary, non-EBT](#) **AND/OR**
- [Form TM-31, Supplemental Budget Summary and Instructions](#), EBT Projects Only (See Section III E. EBT/Non-EBT Project Application Submission Matrix for which budget form(s) to use for your project)
- [Supporting documents](#) (letters indicating collaborative arrangements and commitments, resumes, etc.), if applicable

4. **Complete your application, including all forms required by FMPP.** Follow the instructions provided in the Grants.gov application package to complete the electronic forms. Required entries show up as beige or yellow boxes with a bold red outline. You may save your work at any time by clicking the “Save” button at the top of the application package page.

Complete all forms in the Mandatory Documents box by moving them into the Mandatory Documents for Submission box (highlight the document name and click the => arrow), then click on “Open Form” and enter your information. The mandatory forms for FMPP are:

- SF-424, Application for Federal Assistance
- SF-424A, Budget Information for Non-Construction Programs
- SF-424B, Assurances – Non-Construction Programs
- Complete all additional forms and prepare documentation required by FMPP. After you have completed the forms and collected the documents needed, you will need to format them so that they can be uploaded as attachments to the application. **FMPP prefers that the additional items be scanned into a single Adobe Acrobat (PDF) file, in the order listed in #3 above.** Other acceptable formats include MS-Word (for text documents) and MS-Excel (for spreadsheet documents).

Complete all additional forms and prepare documentation required by FMPP. After you have completed the forms and collected the documents needed, you will need to format them so that they can be uploaded as attachments to the application. **FMPP prefers that the additional items be scanned into a single Adobe Acrobat (PDF) file, in the order listed in #3 above.** Other acceptable

formats include MS-Word (for text documents) and MS-Excel (for spreadsheet documents). A descriptive name should be supplied for each file that includes your organization's name. If more than one file will be uploaded, distinguish them through the file name (e.g., Local Market 1, Local Market 2, etc.) to avoid overwriting files with the same name.

Attach all additional forms and documents required by FMPP. ONLY upload attachments by adding them within Form SF-424. After opening Form SF-424:

- Go to item 15 in the SF-424 document, which asks for “Descriptive Title of Applicant’s Project”. Below this item, click on “Add Attachments.”
 - Click on “Add Attachment” in the pop-up window. Your computer desktop will automatically open so that you can navigate to the location of the document.
 - Find the document to be uploaded and click on “Open.” The document will upload and be listed by filename in the Form Attachments pop-up window.
 - Repeat for each document to be uploaded, following the order of upload given in item #3 above.
 - Click “Done” when all documents have been uploaded. You may click on “View Attachments” from Form SF-424 if you want to see the complete list of uploaded documents.
5. **Check your application package and submit it to Grants.gov.** Verify that all forms are complete and that all required documents have been attached to your application package. It is recommended that you click on “Check Package for Errors” at the top of the application page to insure that errors that would cause Grants.gov to reject your package are corrected before submission. If errors are found, a pop-up box will open with a list of items to be corrected.

NOTE: Grants.gov and the SF-424 WILL NOT indicate that absence of FMPP-required documents is an error. It is your responsibility to ensure that all forms and documents are properly named and attached to the application package.

When you are ready to submit your application, click on “Save & Submit” at the top of the application page to send your application to Grants.gov. Once you have submitted your application, you may not make further changes to the application or the attachments.

6. **After the application is submitted, you will be notified of receipt and validation.** The Authorized Organizational Official (AOR) who submitted the application will receive two important emails from Grants.gov. The first will contain the Submission Receipt Number, which indicates that Grants.gov registered receipt of the application package. The second will contain the Submission Validation Receipt, which indicates that Grants.gov has accepted the application package and validated that the required electronic forms are included.

It may take up to 48 hours to receive the Submission Validation Receipt, which is your proof of completed submission. Keep this timeline in mind when planning when your application submission.

*Thank you so much for the beautiful ivy and peace lily
arrangement sent to me during my recent surgery.
Please convey my thanks to the Mayor, Town Council
and Town Employees for all their kind words,
thoughts and prayers during this time. It truly means
a lot to work with such a great group of caring folks.*

