

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

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

BUDGET WORKSHOP, PUBLIC HEARINGS AND REGULAR TOWN COUNCIL

**Tuesday, August 21, 2012 - 4:30 PM
Town Council Chambers
100 West Eldorado Parkway
Little Elm, TX 75068**

1. Call to Order Council Work Shop at 4:30 p.m.
 - A. Discuss and receive input from Town Council on FY 2012-2013 Budget. 6
 - B. Items to be withdrawn from Consent Agenda.
 - C. Emergency Items if posted.
 - D. Request by the Town Council for items to be placed on a future agenda for discussion, and recognition of excused absences.
 - E. Discussion on screening walls along Witt Road; using Neighborhood Integrity Funds. (Director of Development Services) 8
 - F. 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.
 - G. Council to highlight items on the agenda needing further discussion or comments prior to the regular session.
2. Presentations and Announcements:
 - A. Mayoral Proclamation: Proclaiming September 2012 as United Way of Denton County Month in the Town of Little Elm. (Mayor) 9

3. Roll Call/Call to Order Public Hearing and Regular Town Council Immediately Following Council Workshop.
4. Opening Prayer: Pastor Marc Farnell-Point 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 Hearing: on an Ordinance of the Town Council of the Town of Little Elm, Texas, amending Section 2 of Ordinance No. 924, concerning the Reinvestment Zone Number One, Town of Little Elm, establishing pursuant to Chapter 311 of the Texas Tax Code, by reducing the size of the Tax Increments Financing Reinvestment Zone Number One, Town of Little Elm, by excluding from said Reinvestment Zone an approximately 237.5 acre tract or tracts of land as described and or depicted in Exhibit A of the Ordinance, which is generally located at Little Elm Parkway at F.M. 423. All interested person may speak for or against the Reinvestment Zone and the proposed Amendment, its boundaries, or the concept or Tax Increment Financing. Following the Public Hearing, the Town Council of the Town of Little Elm, Texas, will consider adoption of an Ordinance amending the Reinvestment Zone.
 - A. Staff Report.
 - B. Open Public Hearing.
 - C. Public Comments.
 - D. Close Public Hearing.
 - E. Discussion and Action to adopt Ordinance No. 1109 an Ordinance of the Town Council of the Town of Little Elm, Texas, amending Section 2 of Ordinance No. 924, concerning the Reinvestment Zone Number One, Town of Little Elm established pursuant to Chapter 311 of the Texas Tax Code, by reducing the size of Tax Increment Financing Reinvestment Zone Number One, Town of Little Elm, by excluding from said Reinvestment Zone an approximately 237.5 acre tract or tracts of land as described and or depicted in Exhibit A of this Ordinance, which is attached hereto and incorporated herein for all purposes; providing a severability clause; and providing for an effective date. (EDC Executive Director)
7. 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.

8. 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 August 7, 2012 Workshop and Regular Meeting. (Town Secretary) 21
 - B. Minutes of the August 13, 2012 Budget Workshop. (Town Secretary) 27
 - C. Minutes of the August 14, 2012 Budget Workshop. (Town Secretary) 29
 - D. Task Order for geotechnical engineering services on the Eldorado Parkway 2.0 million gallon elevated storage tank between the Town of Little Elm and Kleinfelder Central, Inc. for the estimated amount of \$13,250.00 and authorize the Town Manager to execute a contract for the same. (Director of Development Services) 30
9. Reports and requests for Town Council consideration and appropriate action:
 - A. Discussion and Action on proposed options regarding Conceptual Site Plan for Johnny Joe's. (Planning Manager) 43
 - B. Discussion and Action to adopt Ordinance No. 1107 an Ordinance of the Town of Little Elm Texas, amending the Code of Ordinances of the Town, by amending Chapter 98 (Traffic & Vehicles) Article V (Parking, Driveways, and Vehicular Use Areas) to revise Sections 98-103 and 98-104 to modify policies on Residential and Commercial District Parking, and to create new Section 98-110 (Special Event Parking) to establish parking regulations for Special Events and provide enforcement power to Public Safety personnel; providing a saving clause; providing a penalty clause; providing a severability clause; providing a repealer clause; and providing an effective date. (Planning Manager) 45
 - C. Discussion and Action to waive all fees associated with the review, building permit, building inspection and impact fee and reimburse any previously paid fees for an estimated total of \$3,715.00 for the construction of the Homes for Hope project home being built by Grand Homes at 14117 Sparrow Drive, Frisco Ranch Subdivision. (Town Manager) 54
 - D. Discussion and Action to approve a Work Order and authorization to submit for a Boat Ramp Grant to Texas Parks and Wildlife between the Town of Little Elm and Blais & Associates for the amount not to exceed 58

\$3,362.00 and authorize the Town Manager to execute a work order for the same. (Director of Development Services)

- E. Discussion and Action to approve Change Order #1 to the Guaranteed Maximum Price Amendment #1 for the Town's Animal Shelter in the amount of \$20,000 and an additional 30 days between the Town of Little Elm and Starling Richardson authorize the Town Manager to execute a contract for the same. (Director of Development Services) 108
 - F. Discussion and Action to approve the Construction Manager at Risk contract and Guaranteed Maximum Price Amendment #3 for the Town's Library Expansion in the amount of \$1,282,887.00 between the Town of Little Elm and Starling Richardson and authorize Town Manager to execute a contract for same. (Director of Development Services) 111
 - G. Discussion and Action to adopt Ordinance No. 1110 an Ordinance of the Town of Little Elm, Texas, designating street names for three (3) roadways location within Little Elm Park as Bridgeview Drive, Lobo Lane, and Lighthouse Beach Drive; providing for an effective date of this ordinances; and providing for publication of the caption hereof. (Director of Development Services/Planning Manager) 123
 - H. Discussion and Action to award Landscape Maintenance Service Contract in the amount of \$192,041.00 to haven Landscape and Irrigation of Frisco, Texas and authorize the Town Manager to execute a contract for the same. (Director of Development Services) 127
 - I. Discussion and Action to establish and appoint a Charter Review Committee to review and make recommendations regarding the Town Charter. 208
10. The Town Council will hold a Closed (executive) session pursuant to Chapter 551, Texas Government Code, Vernon's Texas Code Annotated, in accordance with the authority within:
- A. Section 551.072: To deliberate the purchase, exchange, lease, or value or real property if deliberation in open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party.
11. Reconvene into Open Session: Discussion and consideration to take any action necessary as the result of the Closed (executive) session.
- A. Section 551.072: To deliberate the purchase, exchange, lease, or value or real property if deliberation in open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party.
12. FYI: (All matters are provided to the Town Council for informational purposes only)

A. Town Secretary Monthly Report for July 2012.	210
B. Development Services Monthly Report for July 2012.	211
C. Public Works Monthly Report.	245
13. 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 17th day of August 2012.

**Town Council Meeting
Agenda Information Sheet**

**Date: August 21, 2012
Regular Council Meeting**



Caption:

Discuss and receive input from Town Council on FY 2012-2013 Budget.

Staff Comments, Background Information and Analysis:

Town Council has heard presentation from Town staff on all funds and departments; the purpose of this item is for Town Council to provide direction to the Town Manager and staff on amendments to the proposed budget.

The next step will be for Finance to work any amendments in the budget and prepare budget for public hearing on September 04 and adoption on September 18.

Staff will be available for further discussion.

Budgetary/Financial Considerations:

n/a

Prior Board or Council Action/Review:

Work shop sessions were conducted on August 13 and August 14

Staff Recommendation:

Council to provide input and direction to staff on any amendments to the FY 2012-2013 budget...

Alternatives/Options:

Attachments:

Budget Calendar

Staff Contact:

Alan Dickerson, Finance Director - 214.975.0415
adickerson@littleelm.org

2012-2013 Budget Calendar

Aug 07	Council Meeting – Receive Town Manager Budget
Aug 13	Council Meeting: Budget Workshop
Aug 14	Council Meeting: Budget Workshop
Aug 21	Council Meeting: Regular Agenda to discuss budget and provide direction to staff on any amendments
Aug 24	Public Hearing Notice Published
Aug 31	Public Hearing Notice Published
Sep 04	Council Meeting: Public Hearing on Tax Rate and Budget
Sep 18	Council Meeting: Adopt Tax Rate and Budget by Ordinances

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: August 21, 2012

PROJECT: Discussion on screening walls along Witt Road; using Neighborhood Integrity Funds

DESCRIPTION: Approximately \$100,000 was approved in the Fiscal Year 2011-2012 budget. Development Services planned to use those funds to improve perimeter fences. The first selection was the fences along Lobo Lane. No neighborhood integrity funds were needed along Lobo Lane. The second selection is the fences along Witt Road. These fences are also within the limits of a bond project. The Witt Road Bridge project not only builds the Veteran's Memorial Bridge, but it also includes new lighting, landscape and irrigation in the median and between the curb and the fences up to Eldorado Parkway. Staff is requesting to use these funds to help replace the fences before money is spent to replace the landscape and irrigation in front of the fences so there is no rework and the corridor is completely redone. In this case additional funds will be necessary. Staff will bring presentation and numbers to Council Workshop to look for direction.

COST: N/A

FUNDING: N/A

SCHEDULE: N/A

RECOMMENDED ACTION: Staff looking for Council direction.

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

ATTACHMENTS: Presentation to be brought to Council Workshop

Proclamation

by the

Mayor of the Town of Little Elm, Texas

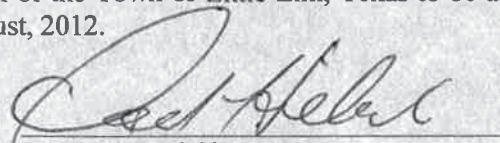
To all to whom these presents shall come,

Greetings:

- WHEREAS,** United Way of Denton County has been serving our neighbors county-wide since 1951 by improving their quality of life in the critical areas of education, income and health; and
- WHEREAS,** more than 33,000 students are at risk of dropping out of school in Denton County and approximately 15% of Denton County adults over the age of 24 did not graduate from high school; and
- WHEREAS,** families with female heads of household with children under 5 years of age have the highest poverty rate in Denton County; and
- WHEREAS,** the Texas Department of State Health Services reports that \$713 Million dollars were spent on preventable hospitalizations over a four-year period in Denton County; and
- WHEREAS,** United Way of Denton County and Partner Agency volunteers donated more than 221,000 hours, valuing \$4.8 Million staff cost savings in 2011; and
- WHEREAS,** 7,361 donors gave total of \$1.56 million to United Way of Denton County in 2011; and
- WHEREAS,** United Way of Denton County staff and volunteers have generated more than \$1.78 million in Federal Tax Returns to Denton County residents through the Volunteer Income Tax Assistance program since 2007; and
- WHEREAS,** more than 4,500 Denton County residents found help through United Way of Denton County and their non-profit partner agencies
- WHEREAS,** United Way of Denton County unites our community through the mission of improving lives in Denton County by providing each of us opportunities to GIVE, ADVOCATE and VOLUNTEER

NOW WHEREFORE, I, David Hillock, Mayor of the Town of Little Elm, do hereby proclaim September 2012 to be United Way of Denton County Month in the Town of Little Elm, and ask all residents to recognize United Way of Denton County, its partner agencies, donors, and volunteers for their commitment to improving the quality of life for Denton County.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Little Elm, Texas to be affixed this the 21 day of August, 2012.


DAVID HILLOCK, MAYOR

WITNESSETH:

PATHEY PHILLIPS, TOWN SECRETARY

BY:



TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: August 21, 2012

PROJECT: **Revision of TIRZ No. 1 Boundaries**

DESCRIPTION: Amending Section 2 of Ordinance No. 924,
Concerning the Boundaries of Reinvestment Zone
Number One, Town of Little Elm

COST: N/A

FUNDING:	Acct. Name & No Budget	Original
	N/A	N/A

SCHEDULE: N/A

RECOMMENDED ACTION:

Recommend Approval by Town Council

TOWN CONTACT: Jennette Killingsworth
Executive Director, Little Elm EDC
jkillingsworth@littleelm.org
214-551-6605

ATTACHMENTS: Ordinance No. 1109, Legal Boundaries Description,
Map of Proposed Boundaries, as well as Map of
Existing Boundaries

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1109

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING SECTION 2 OF ORDINANCE NO. 924, CONCERNING THE REINVESTMENT ZONE NUMBER ONE, TOWN OF LITTLE ELM, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY REDUCING THE SIZE OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, TOWN OF LITTLE ELM, BY EXCLUDING FROM SAID REINVESTMENT ZONE AN APPROXIMATELY 237.5 ACRE TRACT OR TRACTS OF LAND AS DESCRIBED AND OR DEPICTED IN EXHIBIT A OF THIS ORDINANCE, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 2, 2008, the Town Council of the Town of Little Elm, Texas, pursuant to Chapter 311 of the Texas Tax Code, as amended, approved Ordinance No. 924, designating a contiguous geographic area within the Town as a Reinvestment Zone Number One, Town of Little Elm; and

WHEREAS, Section 311.003(c) of the Texas Tax Code provides that the Town of Little Elm, Texas, “[n]ot later than the seventh day before the date of the hearing, notice of the hearing must be published in a newspaper having general circulation in the municipality or county;” and

WHEREAS, Section 311.003(c) of the Texas Tax Code also provides that the Town Council of the Town of Little Elms, Texas, must hold a public hearing on the creation of the zone, and its benefits to the municipality, and to property in the proposed zone. Further, at the public hearing interested persons may speak for or against the creation of the zone, its boundaries, or the concept of tax increment financing; and

WHEREAS, Section 311.007(a) of the Texas Tax Code also provides that “the boundaries of an existing reinvestment zone may be reduced or enlarged by ordinance or resolution of the governing body of the municipality or by order or resolution of the governing body of the county that created the zone;”

WHEREAS, the Town Council of the Town of Little Elm, Texas, pursuant to Sections 311.003 and 311.007 of the Texas Tax Code, approved this Ordinance after a public hearing, and publication of notice of the public hearing in a newspaper general circulation of the Town, all in accordance with Chapter 311 of the Texas Tax Code.

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

Section 1. Findings. That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

Section 2. Amendment to Ordinance No. 924. That Section 2 of Ordinance No. 924, approved by the Town Council of the Town of Little Elm, Texas, on December 2, 2008, is hereby amended to read as follows:

“Section 2. Designation and Name of the Zone

That the Town, acting under the provisions of Chapter 311 of the Texas Tax Code, including Section 311.005(a) of the Texas Tax Code, does hereby create and designate as a tax increment financing reinvestment zone the area generally described and or depicted in *Exhibit A* of this Ordinance, which is attached hereto and incorporated herein for all purposes, to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as **Reinvestment Zone Number One, Town of Little Elm** (the “Zone”). The Town Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(1) and (2) of the Texas Tax Code.”

Section 3. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Ordinance:

- (a) In the event of an inconsistency between this Ordinance and the terms of Ordinance Number 924, this Ordinance shall govern.
- (b) Ordinance Number 924 shall continue in full force and effect except as amended herein.
- (c) It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.
- (d) This Ordinance shall become effective immediately upon its passage.

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PASSED AND APPROVED by the Town Council of the Town of Little Elm, Texas, this the 21st day of August, 2012.

David Hillock, Mayor

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

Exhibit A

Legal Description and/or Depiction
of
Reinvestment Zone Number One, Town of Little Elm
(see attached)

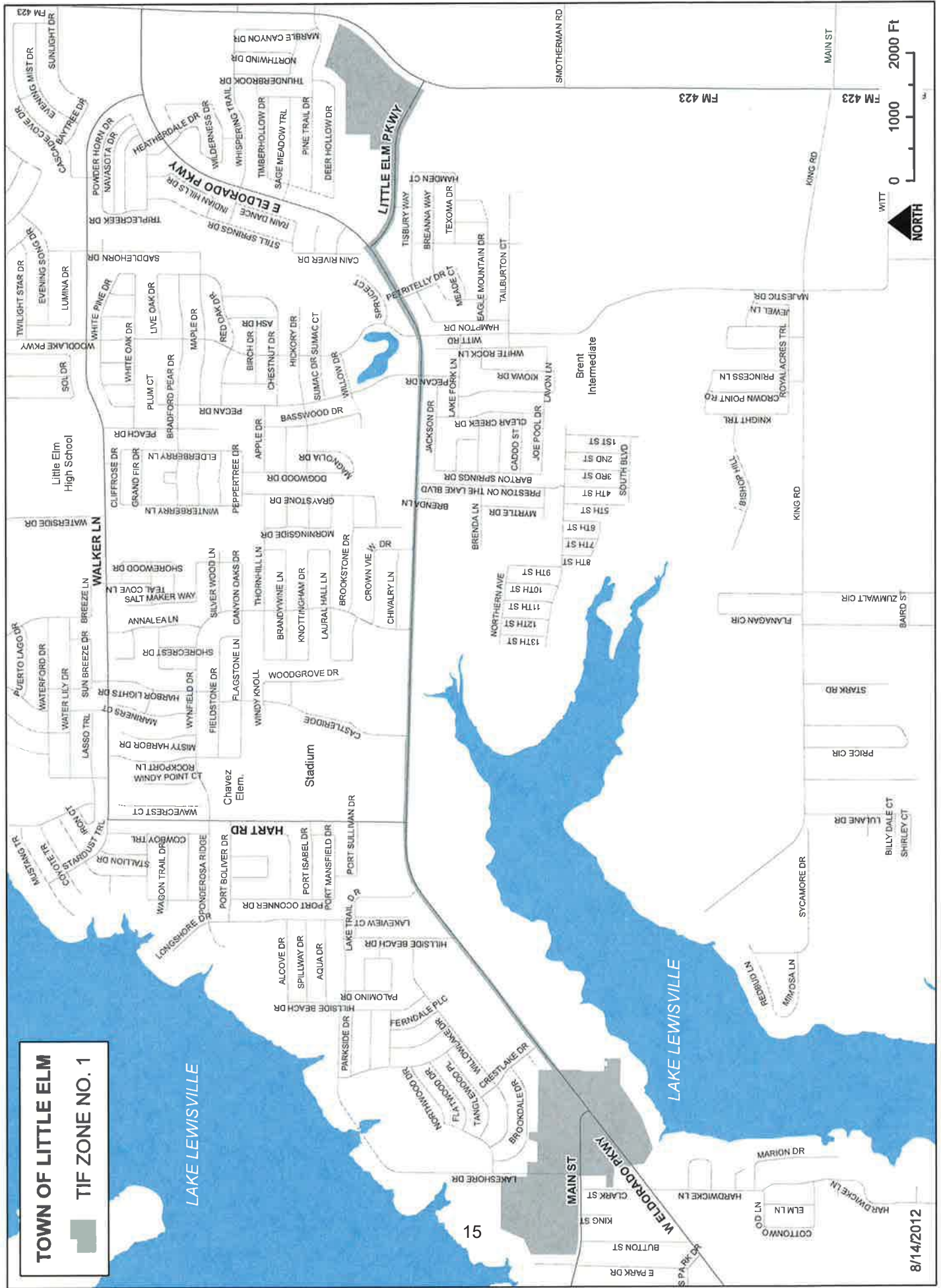
TOWN OF LITTLE ELM

TIF ZONE NO. 1



LAKE LEWISVILLE

LAKE LEWISVILLE



TAX INCREMENT FINANCE ZONE NO. 1
TOWN OF LITTLE ELM, DENTON COUNTY, TEXAS
BOUNDARY DESCRIPTION

Consisting of approximately 112.4 acres situated within the Town of Little Elm, in eastern Denton County, and being more particularly described by the following:

Beginning at the intersection of west right-of-way (ROW) of Lakeshore Dr. and north ROW of Main St;

Then west approximately 1,037 feet along the north ROW of Main St to the southwest corner of 9.07 acre parcel (COMMUNITY RECREATION CENTER ADDITION BLK A LOT 1R);

Then north 593 feet along west boundary of 9.07 acre parcel (COMMUNITY RECREATION CENTER ADDITION BLK A LOT 1R) to west northwest corner of said parcel and coincident northeast corner of 0.12 acre parcel (FRISCO PARK ANNEX LOT 11 SN#1 HCTXSN4959 HUD# TEX0306083);

Then east northeast 218 feet along northwest boundary of 9.07 acre parcel (COMMUNITY RECREATION CENTER ADDITION BLK A LOT 1R) to interior corner of said parcel;

Then northeast 341 feet along northwest boundary of 9.07 acre parcel (COMMUNITY RECREATION CENTER ADDITION BLK A LOT 1R) to north central corner of said parcel and coincident southwest corner of 2.933 acre parcel (A0577A R. HENSWORTH, TR 16, 2.933 ACRES, OLD DCAD TR #4N(1));

Then east 683 feet along south boundary of 2.933 acre parcel (A0577A R. HENSWORTH, TR 16, 2.933 ACRES, OLD DCAD TR #4N(1)) to southeast corner of said parcel and west ROW of Lakeshore Dr.;

Then south 340 feet along west ROW of Lakeshore Dr. to a point west of southwest corner of 0.1 acre parcel (LAKEWOOD ESTATES PH 1 LOT 3 COMMON AREA);

Then east 76 feet across Lakeshore Dr. to the east ROW and southwest corner of 0.1 acre parcel (LAKEWOOD ESTATES PH 1 LOT 3 COMMON AREA);

Then east 97 feet along south boundary of 0.1 acre parcel (LAKEWOOD ESTATES PH 1 LOT 3 COMMON AREA), 0.31 acre parcel (LAKEWOOD ESTATES PH 1 BLK N LOT 6) to southeast corner of 0.31 acre parcel;

Then northeast 24 feet along southeast boundary of 0.31 acre parcel (LAKEWOOD ESTATES PH 1 BLK N LOT 6) to coincident northwest corner of 0.27 acre parcel (LAKEWOOD ESTATES PH 1 BLK N LOT 7);

Then south 152 feet along west boundary of 0.27 acre parcel (LAKEWOOD ESTATES PH 1 BLK N LOT 7); and 0.33 acre parcel (LAKEWOOD ESTATES PH 1 BLK N LOT 8) to southwest corner of 0.33 acre parcel;

Then east 260 feet along south boundary of LAKEWOOD ESTATES PH 1 BLK N (Lots 8-10) to southeast corner of 0.18 acre parcel (LAKEWOOD ESTATES PH 1 BLK N LOT 10);

Then north northeast 127 feet along east boundary of 0.18 acre parcel (LAKEWOOD ESTATES PH 1 BLK N LOT 10) to northeast corner of said parcel and south ROW of Brookdale Dr.;

Then east 97 feet along south ROW of Brookdale Dr. to northwest corner 0.18 acre parcel (LAKEWOOD ESTATES PH 1 BLK O LOT 1);

Then south 115 feet along west boundary of 0.18 acre parcel (LAKEWOOD ESTATES PH 1 BLK O LOT 1) to southwest corner of said parcel;

Then east 821 feet along south boundary of LAKEWOOD ESTATES PH 1 BLK O (Lots 1-11, 19) to coincident northeast corner of 1.28 acre parcel (O T LITTLE ELM LOT 21A & 21C);

Then south 191 feet along east boundary of 1.28 acre parcel (O T LITTLE ELM LOT 21A & 21C) to north ROW of El Dorado Parkway;

Then northeast and east 11,698 feet along the north ROW of El Eldorado Parkway to the intersection with north ROW of Little Elm Parkway;

Then east southeast 1,410 feet along north ROW of Little Elm Parkway road to southwest corner of 1.14 acre parcel (ROSEBRIAR MARKETPLACE ADDITION BLK A LOT 4);

Then north 286 feet along the west boundary of 1.14 acre parcel (ROSEBRIAR MARKETPLACE ADDITION BLK A LOT 4) to northwest corner of said parcel;

Then east 196 feet along north boundary of 1.14 acre parcel (ROSEBRIAR MARKETPLACE ADDITION BLK A LOT 4) to west boundary of 12.77 acre parcel (ROSEBRIAR MARKETPLACE ADDITION BLK A LOT 7);

Then north 319 feet along west boundary of 12.77 acre parcel (ROSEBRIAR MARKETPLACE ADDITION BLK A LOT 7) to northwest corner of said parcel and coincident south boundary of 0.17 acre parcel (ELDORADO ESTATE WEST PH 2 BLK T LOT 26);

Then east 664 feet along north boundary of 12.77 acre parcel (ROSEBRIAR MARKETPLACE ADDITION BLK A LOT 7) to north central interior corner of said parcel and coincident south boundary of 0.2 acre parcel (ELDORADO ESTATE WEST PH 2 BLK T LOT 35);

Then northeast 367 feet along north boundary of 12.77 acre parcel (ROSEBRIAR MARKETPLACE ADDITION BLK A LOT 7) to north-most corner of said parcel and coincident southwest corner of 0.2 acre parcel (ELDORADO ESTATE WEST PH 2 BLK T LOT 42);

Then east southeast 593 feet along south boundary of ELDORADO ESTATES WEST to west ROW of FM 423;

Then southwest 1,429 feet along west ROW of FM 423 to south ROW of Little Elm Parkway;

Then west and northwest 2,229 feet along the south ROW of Little Elm Parkway to the east ROW of El Dorado Parkway;

Then west and southwest 11,670 feet along the south ROW of El Dorado Parkway to northeast corner of 0.54 acre parcel (O T LITTLE ELM LOT 22(PT),23(PT) (SHOWN AS A667 TR55,56,57));

Then south 265 feet along the east boundary of 0.54 acre parcel (O T LITTLE ELM LOT 22(PT),23(PT) (SHOWN AS A667 TR55,56,57)) to southeast corner of said parcel;

Then south southwest 33 feet to northeast corner of 3.76 acre parcel (O T LITTLE ELM LOT 9,10);

Then south 290 feet along east boundary of 3.76 acre parcel (O T LITTLE ELM LOT 9,10) continuing along boundary to southwest corner of said parcel with the following eight (8) courses:

- East, 66 feet of the herein described parcel;
- South, 40 feet of the herein described parcel;
- East, 59 feet of the herein described parcel;
- North, 40 feet of the herein described parcel;
- East, 44 feet of the herein described parcel;
- South, 215 feet of the herein described parcel;
- West, 345 feet of the herein described parcel;
- Southwest, 95 feet of the herein described parcel;

Then from southwest corner of 3.76 parcel (O T LITTLE ELM LOT 9,10) and coincident 8.39 acre parcel (A0667A M. JONES, TR 52(PT), 8.393 ACRES, OLD DCAD TR #9A) bear southwest 620 feet along south boundary of 8.39 acre parcel (A0667A M. JONES, TR 52(PT), 8.393 ACRES, OLD DCAD TR #9A) to east corner of 0.35 acre parcel (A0667A M. JONES, TR 52A, .35 ACRES, OLD DCAD TR #9A(4));

Then southwest 236 feet along 0.35 acre parcel (A0667A M. JONES, TR 52A, .35 ACRES, OLD DCAD TR #9A(4)) to south-most corner of said parcel;

Then northwest 246 feet along southwest boundary of 0.35 acre parcel (A0667A M. JONES, TR 52A, .35 ACRES, OLD DCAD TR #9A(4)) to southwest corner of said parcel;

Then north 72 feet along west boundary of 0.35 acre parcel (A0667A M. JONES, TR 52A, .35 ACRES, OLD DCAD TR #9A(4)) to south ROW of El Dorado Parkway;

Then north northwest 143 feet across the ROW of El Dorado Parkway to north ROW and southeast corner of 0.52 acre parcel (A0667A M. JONES, TR 49, .52 ACRES, OLD DCAD TR #8A(1));

Then north 172 feet along east boundary of 0.52 acre parcel (A0667A M. JONES, TR 49, .52 ACRES, OLD DCAD TR #8A(1)) to northeast corner of said parcel;

Then west 110 feet along north boundary of 0.52 acre parcel (A0667A M. JONES, TR 49, .52 ACRES, OLD DCAD TR #8A(1)) to northwest corner of said parcel and coincident east boundary of 0.34 acre parcel (LITTLE ELM TOWNSITE BLK D LOT 3);

Then north 7 feet along east boundary of 0.34 acre parcel (LITTLE ELM TOWNSITE BLK D LOT 3) to northeast corner of said parcel;

Then west 150 feet along north boundary of 0.34 acre parcel (LITTLE ELM TOWNSITE BLK D LOT 3) to northwest corner of said parcel and east ROW of Clark St.;

Then north 95 feet along east ROW of Clark St. to southwest corner of 0.34 acre parcel (LITTLE ELM TOWNSITE BLK D LOT 5);

Then east 150 feet along south boundary of 0.34 acre parcel (LITTLE ELM TOWNSITE BLK D LOT 5) to southeast corner of said parcel;

Then north 364 feet along east boundary of three 0.34 acre parcels (LITTLE ELM TOWNSITE BLK D LOTS 5-7) to north ROW of Main St and the beginning of 112.4 acre zone.

Note: Distances based off of Texas State Plane Projected Coordinate System, North Central, NAD 1983.

Existing TIRZ No. 1 Boundaries



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

WORKSHOP AND REGULAR TOWN COUNCIL MEETING
Tuesday August 7, 2012

Present: David Hillock Mayor, Council members Richard Stevens, Chip Norman, Katie Gipson, and Bill Roebken. **Absent:** Stephanie Shoemaker Mayor Pro-tem and Council member Curtis Cornelious. **Staff:** Robert Brown, Doug Peach, Kathy Phillips, Alan Dickerson, Dianne Lawson, Crystal Williamson, Jason Laumer, Dusty McAfee, Kevin Mattingly, Dee Dee Hale, Tony Chrisman, Joe Florentino, Brian Roach, Jack Foster, Mike Green, 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 a future agenda for discussion, and recognition of excused absences. **Mayor and Council recognized and excused the absence of Stephanie Shoemaker Mayor Pro-tem.**
- d. Discussion and comment on proposed Mosquito Response Plan for the Town. **Public Works Director Kevin Mattingly** informed Council that with the increasing importance of the West Nile virus, mosquito control activities take the fore front to protect the public health of the residents of Little Elm. To help identify what triggers the Town's response to mosquito activity and then to determine the best course of action, staff feels there was a need to develop a Mosquito Response Plan. The Town of Little Elm's Mosquito Response Plan will employ integrated mosquito management technics and will encourage adherence to ecologically based integrated pest management (IMP) strategies for mosquito control. The Town of Little Elm mosquito management tactics may include: Mosquito survey and surveillance measures. Mosquito source and harborage reduction, biological control, larvicide strategy, and applications of adulticides as needed. The proposed plan will be incorporated into the Emergency Management Plan. Town staff will also provide public educational opportunities to residents.
- e. Discussion and comment on proposed Ordinance regarding revisions to Chapter 98 (Traffic & Vehicles) of the Code of Ordinances to amend Residential & Commercial Parking Regulations (boats, RVs, trailers, etc.) and to create a new subsection to regulate Special Events Parking. **Planning Manager Dusty McAfee:** in 2007 an effort to regulate parking in residential district the Town Council adopted standards affecting the parking of boats, trailers, RV's, and other vehicles in residential areas. It was intended to strike a balance between the reality of being a lake community and maintaining emergency access through neighborhoods. The past five (5) years have proved

this ordinance to be mostly effective in addressing legitimate safety concerns, yet still allowing for the parking of boats. However, staff believes that it is time to revise the ordinance to clarify internal policy, close loop-holes, refine its language to correct redundancies and contradictions, and improve its application in the field. Current problems with the ordinance include: no prohibition of over-parking empty, undeveloped lots, the application of the front yard standard is ineffective on corner lots and other irregular shaped lots, the 10' rule is discretionally not enforced due to being impractical in many situations, there is no limitation on the number of boats and vehicles, effectively allowing for storage compounds, there is no distinction between estate lots and small lots, and contradictions and redundancies within the regulations results in confusion. Staff has revised the ordinance to resolve the above issues, per regulatory documents and per direction given by the Council at its February workshop. Internal staff from multiple departments has reviewed the proposed revisions as well. Regarding the Police/Parks Analysis: The Town has identified a need to statutorily empower public safety personnel to impose and enforce temporary parking and other traffic control regulations for special events, emergency situations, and special conditions. **Captain Leslie Smith** informed Council of the need to be able to remove vehicles in order to get emergency vehicles thru if need be. There are also landing zones for Careflight in certain areas; when traffic is parked on both sides of street it creates a log-jam is keeping traffic moving in both directions. **Parks Director Tony Chrisman** stated staff needs to have better parking control for the safety of our staff, citizens, vendors, and visitors. Our quest is to have designated parking areas for special events; the proposed ordinance will give staff the tools needed in order to enforce.

- f. Discussion and comment regarding revisions to both the 2009 IBC and 2009 IFC. **Planning Manager Dusty McAfee:** informed Council that during recent development projects, Staff became aware of language improvements opportunities in the local amendments of the 2009 IBC and 2009 IFC. These local amendments read similarly for both codes, so revisions to both should be considered concurrently within the same Ordinance. Staff believes that the proposed visions will reduce confusion and provide better guidance and direction to developers. Important to note, the specific standards within the codes are not changing, but the language crafting them is proposed to be revised to read more clearly. **Fire Marshal Brian Roach and Building Inspector Jack Foster** stated that the changes being made where to reduce confusion and better define certain areas. Staff found the need to clarify these areas when a development started that we had not dealt with before. We are not proposing a reduction or increase of the code only clarification of certain areas. Council asked that the Fire Marshal check into sprinkler systems and square footage requirements of neighboring cities.
- g. Presentation of monthly updates from department heads: **Parks Director Tony Chrisman** stated the Brenda Button Mills Senior Center grand opening was very successful with 200+ people in attendance. The Recreation Center will have a grand opening August 9th thru 26th. This will give our citizens a

chance to tour and try out the new facility and what it has to offer. Membership will start August 27th. Our first event at the Recreation Center was a mid-summer teen dance hosted by the Ryan Project; this event was for 6, 7 and 8 grade students; 80+ attended this event. Tony also gave a brief report on the revenues collected to date for the use of the boat ramp and swim beach area in Little Elm Park. That staff would be hosting a coed sand volleyball program at the newly constructed court in the park. If there is an interest they may start other sand volleyball programs. Tony informed Council of the events, programs and general use of the library. The numbers were up in all areas. Just today the Critterman was visiting the Library 278 guests were in attendance; was a very successful program. At the last CDC meeting the board allotted funds for the design construction of improvements to Little Elm Park and funds for a Master Plan at the old Camp Cherokee off Garza Lane for possible partnership with Corp of Engineers and School district for nature center.

- h. Council to highlight items on the agenda needing further discussion or comments prior to the regular session. **NONE**

2. **Presentations and Announcements:**

- a. Mayor Hillock presented plaques of Appreciation to former Mayor Charles Platt and former District 5 Council member Brandon Gerard and thank them for their service to the Town.

3. **Roll Call/Call to Order Regular Town Council Immediately Following Council Workshop.**

4. **Opening Prayer:** Pastor James M. Hutchins-New Life Community Fellowship Church.

5. **Pledge to the Flags:**

- a. United States Flag
- b. Texas Flag

6. **Public Comments:** **Mike Laughlin** 2716 Round Up Trail and **Hugene Purdy** 237 Brookdale both spoke to Council regarding the Teen Court Program; that additional money in the budget was needed as the program has grown in the past 3 years, but the budget had not. Ask that Council consider this need during the budgeting process. **Susan Hauser** representative of the Children's Advocacy Center of Denton County spoke to the Council on the statistic regarding sexual assault of children in the Denton County and Little Elm Area; the previous support of the Town was greatly appreciated. The fair share of Little Elm has increased this year and asked that the Council please consider this increase amount in the upcoming fiscal year budget.

7. Upon motion by Council member Roebken and second by Council member Norman the members **voted 5-0** to approve the Consent Agenda as presented:

- a. **Minutes** of the July 17, 2012 Workshop and Regular Meeting.
- b. **Minutes** of July 30, 2012 Special Meeting.
- c. **Final Plat** Estates of Little Elm from RKM & Associates, Inc. generally located east of the intersection of Martin Way and McCord Way.
- d. **Final Plat** Mansions by the Lake from RKM & Associates, Inc., generally located west of the intersection of Cottonwood Creek and FM 423.
- e. **Approve** Engagement Letter for external audit services as presented by Weaver LLP for amount not to exceed \$55,100.00.
- f. **Approve** Task Order for construction material testing and inspection on the Animal Shelter Improvements between the Town of Little Elm and Kleinfelder for the estimated amount of \$24,159.00 and authorize the Town Manager to execute a contract for the same.

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

- a. Upon motion by Council member Stevens and second by Council member Gipson the members **voted 5-0** to authorize the purchase of nine (9) replacement Brazos Technology Ticketwriters using the Red-Light Camera Revenue in the amount of \$19,106.00.
- b. Upon motion by Council member Stevens and second by Council member Norman the members **voted 5-0** to adopt Ordinance No. 1106 an ordinance of the Town Council of the Town of Little Elm repealing in its entirety Article II, Chapter 46 "Nuisances and Vegetation" of the Code of Ordinances; establishing a new Article II, Chapter 46 entitled "Nuisance and Vegetation", establishing regulations; providing definitions; providing a penalty of fine not to exceed two thousand dollars (\$2,000.00) for each offense and a separate offense shall be deemed committed each day during or on which a violation occurs or continues; providing for a repeal of conflicting ordinances; providing a savings clause; severability clause; providing for an effective date.
- c. Upon motion by Council member Roebken and second by Council member Norman the members **voted 5-0** to approve the Town of Little Elm to Co-sponsorship the Keep Little Elm Beautiful Shoreline and Park Trash-Off on August 25, 2012.
- d. Upon motion by Council member Roebken and second by Council member Norman the members **voted 5-0** to receive the Town Manager's proposed budget for fiscal year 2013 giving the highlights of the operating budget and set work sessions with staff on August 13th and August 14th.

- e. Upon motion by Council member Stevens and second by Council member Gipson the members **voted 5-0** to accept certified taxable values, effective and roll-back tax rates as certified by Denton County.
 - f. **No Formal Action needed:** to authorize the Mayor and Town Manager to engage in a Joint Mentoring Program with the LEISD.
 - g. Upon motion by Council member Stevens and second by Council member Roebken the members **voted 5-0** to appoint Mayor David Hillock to the TIRZ #1 for the remainder of unexpired term ending 12-31-13, appoint Council member Bill Roebken to TIRZ #2 for the remainder of unexpired term ending 12-31-13, and appoint Council member Katie Gipson to the Community Development Corporation for the remainder of unexpired term ending 06-01-2014.
9. The Town Council held an Closed (executive) session **at 8:08 p.m.** pursuant to Chapter 551, Texas Government Code, Vernon's Texas Code Annotated, in accordance with the authority within:
- A. **Section 551.071:** Consultation with Town Attorney to receive legal advice concerning legal matters and contemplated litigations.
 - 1. Public Safety Building
 - B. **Section 551.072:** To deliberate the purchase, exchange, lease, or value or real property if deliberation in open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party.
 - C. **Section 551.074:** Personnel Matters authorizes certain deliberations about officers and employees of the governmental body to be held in executive session.
 - 1. Regarding Town Manager vacancy.
10. Reconvened into Open Session **at 9:34 p.m.** 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. Public Safety Building **NO ACTION TAKEN**
 - B. **Section 551.072:** To deliberate the purchase, exchange, lease, or value or real property if deliberation in open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. **NO ACTION TAKEN**

C. **Section 551.074:** Personnel Matters authorizes certain deliberations about officers and employees of the governmental body to be held in executive session.

1. Regarding Town Manager vacancy.

Upon motion by Council member Stevens and second by Council member Norman the members **voted 5-0** to approve Employment Agreement with Matt Mueller for the position of Town Manager and that Mr. Mueller's permanent Little Elm address be added to Section 21 of the agreement once Mr. Mueller establishes permanent residence in Little Elm.


Upon motion by Council member Roebken and second by Council member Stevens the members **voted 5-0** to appoint Matt Mueller as Town Manager for the Town of Little Elm effective September 17, 2012.

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

a. Thank You to Fire Department

12. Adjourned Work Shop and Regular Meeting **at 9:35 p.m.**

Respectfully,



Town Secretary

Passed and Approve this _____ day of _____ 2012.

Minutes
Town of Little Elm
214-975-0404
<http://www.littleelmtx.us>

BUDGET WORK SHOP
Monday August 13, 2012


Present: David Hillock Mayor, Stephanie Shoemaker Mayor Pro-tem, Council members Richard Stevens, Curtis Cornelious, Katie Gipson, and Bill Roebken. **Absent:** Council member Chip Norman. **Staff:** Doug Peach, Kathy Phillips, Dee Dee Hale, Alan Dickerson, Dianne Lawson, Jason Laumer, Kevin Mattingly, Tony Chrisman, Spencer Smith, Scott Dunn, Jennette Killingsworth, Waylan Rhodes, Rodney Harrison, Leslie Smith, Joe Florentino, Brian Roach, Ed Wellman, and Scott Westenhoefer.

1. Called to Order Budget Work Shop **at 4:07 p.m.**
2. **Presentation and Discussion:** Department Head presentations on proposed Budget for the 2012-2013 Fiscal Year. Town Manager Doug Peach opened the presentation by stating the he had presented the budget to Council on August 7th. Tonight staff would be presenting their department head budgets. Finance will open first with the revenues projections before we start with expenditures. Staff will be taking notes during the workshop then at the end of the evening will give short recap to fully understand council direction. Mayor Hillock thanked Doug and Staff for the work they had done on the budget; the Council is ultimately responsible for the final budget; whether we add or take out it is the Council decision. The Finance Director stated that no significant changes were made since budget was presented last Tuesday. Alan presented the general fund discretionary funds regarding current sources available with base budget analysis. Also an overview of major revenue sources. The Town Manager covered the Town Council, Town Manager and Town Attorney proposed budget. The Town Secretary presented Council will handout and gave a brief budget presentation. Dianne Lawson Finance gave a power point presentation on the Municipal Court, Finance, IT, and Utility Billing Budgets. Tony Chrisman and Scott Dunn covered Parks, Administration, Maintenance, seniors, and Recreation Programming. Tony and Spencer Smith gave the proposed budget for library services. The facility maintenance budget for buildings and grounds was also presented by Tony. Jason Laumer Development Services gave a power point presentation covering Engineering, Building Safety, Inspections, and Development Services. HR Manager Dee Dee Hale presented group benefits and employee statistics and related programs. After the presentations staff and council recapped items needing additional discussion: adding contingency to Town Attorney Budget \$75,000 for litigation, Public Information Officer (information on Municipal Voice), Coverage Schedule for Recreation Center and additional hours need for coverage, options for fund of Neighborhood Integrity Grant program, schedule meeting with Council member Norman when returns to review IT Service Contract, and provide layout and site plan for renovation of Fire Administration building and old community center. Council also asked

that continued discussion on the budget be placed on the August 21st workshop. (Audio tape of meeting available in Town Secretary office for at least 90 day period)

3. Adjourned at 8:50 p.m.

Respectfully:



Town Secretary

Passed and Approved this _____ day of _____ 2012.

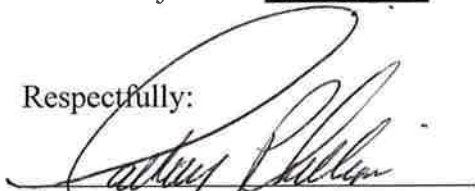
Minutes
Town of Little Elm
214-975-0404
<http://www.littleelmtx.us>

BUDGET WORK SHOP
Tuesday August 14, 2012

Present: David Hillock Mayor, Stephanie Shoemaker Mayor Pro-tem, Council members Richard Stevens, Curtis Cornelious, Katie Gipson, and Bill Roebken. **Absent:** Council member Chip Norman. **Staff:** Doug Peach, Kathy Phillips, Dee Dee Hale, Alan Dickerson, Dianne Lawson, Jason Laumer, Kevin Mattingly, Tony Chrisman, Scott Dunn, Jennette Killingsworth, Waylan Rhodes, Rodney Harrison, Leslie Smith, Joe Florentino, Brian Roach, Ed Wellman, and Scott Westenhoefer.

1. Called to Order Budget Work Shop **at 4:07 p.m.**
2. **Continued discussion and comments** on proposed Department Head budgets for the 2012-2013 Fiscal Year. **Police Chief** Waylan Rhodes gave Council his proposed budget for the police department, with supplemental request. **Captain** Rodney Harrison gave Council a brief presentation on the Animal Control budget. **Fire Chief** Joe Florentino presented his proposed budget for the Fire Department. **Public Works Director** Kevin Mattingly gave power point presentation for streets and fleet services-inventory and maintenance. Staff then moved on to the Utility Fund; **Alan** gave council a report on rates and major sources of income. **Kevin Mattingly** gave Council a brief overview of Operations in the water and sewer departments. **Alan** then gave Council an overview of Debt and Transfer to general fund. Regarding the Drainage Utility; **Kevin and Jason** addressed the fees, operations, and CIP. In Solid Waste **Jason and Kevin** reported on mowing, courtesy site, and dumping and hauling. An overview of sources and use of funds regarding Red Light Camera revenues was presented by **Chief Rhodes and Alan**. The **Finance Director** also gave Council an overview of the Teen Court program budget and Special Revenue Funds overview. Council consensus was to continue discussion and provide staff with direction on Tuesday August 21st beginning at 4:30 prior to Council Regular Meeting Workshop. (Audio tape of meeting available in Town Secretary office for at least 90 day period)
3. Adjourned **at 8:50 p.m.**

Respectfully:


Town Secretary

Passed and Approved this _____ day of _____ 2012.

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: August 21, 2012

PROJECT: Task Order with Kleinfelder Central, Inc. (Engineering Services Contracts) for geotechnical engineering services on the Eldorado Parkway 2.0 Million Gallon (MG) Elevated Storage Tank (EST).

DESCRIPTION: Town Staff has negotiated a Task Order by Kleinfelder for geotechnical engineering services for the 2.0 Million Gallon (MG) Eldorado Parkway Elevated Storage Tank (EST).

Kleinfelder was one of the selected firms as part of the Town's Request for Qualifications for Construction Material Testing and Geotechnical Services.

Freese and Nichols are currently working on the design of the 2.0 MG EST. They require a geotechnical engineering report to aid in the design of the tank per their task order. This project will require 3 borings up to 60' in depth to explore the subsurface geology of the tank site.

The Task Order is based on an estimate of the anticipated costs on the project on a time and materials basis.

COST: \$13,250.00

FUNDING: Acct. Name & No
2.0 Elevated Water Tower (#17)
612-6730-76-17

SCHEDULE: Contract to be executed upon approval by Town Council; report should be complete in four weeks.

**RECOMMENDED
ACTION:**

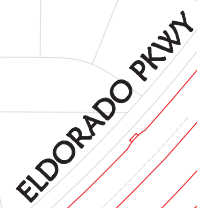
Staff recommends Council approve the Task Order for geotechnical engineering services on the 2.0 million gallon between the Town of Little Elm and Kleinfelder for the estimated amount of \$13,250.00 and authorize Town Manager to execute a contract for the same.

TOWN CONTACT:

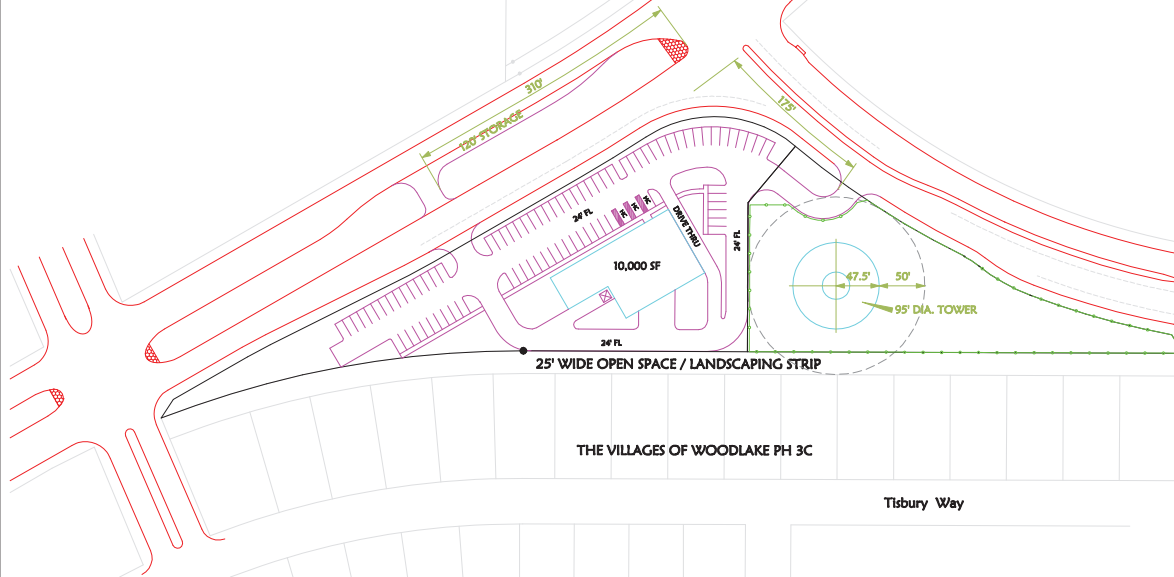
Jason W. Laumer, P.E.
Director of Development Services
JLaumer@littleelm.org
(214) 975-0473

ATTACHMENTS:

1. Site Exhibit
2. Task Order for Geotech Report



F.M.720



Tisbury Way

EXHIBIT "K"
SITE PLAN
ELMWOOD ESTATES



August 14, 2012
Proposal No. 128897

Town of Little Elm
Town Engineer & Director of Development Services
100 West Eldorado Parkway
Little Elm, Texas 75068

Attention: Mr. Lynn Tompkins, Jr.

**Subject: Proposal for Geotechnical Engineering Study
Eldorado Water Storage Tank
Little Elm, Texas**

Dear Mr. Tompkins:

Kleinfelder is pleased to present this proposal in response to your request for geotechnical engineering services to assist in the geotechnical design aspects of the proposed 2 MG elevated water storage tank to be located at the intersection of E. Eldorado Parkway and Little Elm Parkway, Little Elm, Texas. This proposal includes a proposed scope of work and fee, based upon the Site Layout Plan provided by Freese and Nichols (50% Submittal, dated July, 2012), and the Geotechnical Task Description provided by Mr. Lynn Tompkins, Jr., with the Town of Little Elm, in an email dated August 13, 2012..

Kleinfelder is committed to providing quality service to its clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder will consider appropriate modifications subject to the standards of care to which we adhere as professionals. Modifications, such as changes in scope, methodology, scheduling, and contract terms may result in changes to the risks assumed by Kleinfelder, as well as adjustments to our fees.

The following sections of this proposal contain a description of the proposed project and our proposed scope of services, schedule, and fee estimate.

1.0 PROJECT DESCRIPTION

We understand the Town of Little Elm is planning to design and construct a 2 MG elevated water storage tank at the south intersection of E. Eldorado Parkway and Little Elm Parkway. Total structure load is estimated to be 21,000 kips. Based upon March, 2011 satellite imagery, the site is clear and accessible with a truck mounted drill rig. If this is not the case, Kleinfelder should be notified to determine if adjustments to our proposal are needed.

Geologic maps indicate the site underlain by the Eagle Ford Shale formation. Based upon our experience, we expect near surface soils to consist of high plasticity clays, followed by weathered shale. The underlying bedrock is expected to consist of dark grey shale. The depth to bedrock is estimated to be approximately 25 to 30 feet below existing grade.

2.0 SCOPE OF SERVICES

Site Reconnaissance and Utility Clearance

Our scope of services assumes Freese and Nichols will layout the boring locations at the site and provide site coordinates and ground elevations for each for each boring location. Kleinfelder will record boring locations with a hand-held global positioning system (GPS) device (horizontal accuracy of approximately 10 feet).

Before drilling on site, all utilities and utility easements should be accurately located. This information should be made available to us by the Town of Little Elm before beginning our field investigation. We will not be responsible for private utilities not marked by the Town of Little Elm. We will notify the Texas One-Call System so the member utilities within pertinent public right-of-ways and utility easements can mark their facilities prior to our field investigation. Please be aware that penetrating the site's surface carries risk and it is impossible to determine the precise location of all structures, including utilities, which may be buried in the ground. At your request, we can employ an independent utility locator service at the proposed boring locations for an additional fee.

Work Plan

Kleinfelder will prepare a short-form geotechnical investigation work plan. This is a Kleinfelder document that details critical work activities that will be performed. The work plan will be used by our field personnel as a set of clear instructions and details of the number and depths of the borings, boring methods, sampling intervals, applicable ASTM Standards, logging procedures, sample handling procedures, documentation requirements, and other requirements that could impact the quality and execution of the work being performed in the field.

Subsurface Investigation

Kleinfelder proposes to complete 3 borings for the development. Drilling depths will be based on the type of structure and loading consideration. Borings are anticipated to be drilled 30 feet into bedrock, or to a maximum depth of 60 feet below grade. The borings will be drilled with a truck-mounted, two-wheel drive drill rig. Fieldwork for this project will be performed under the direct supervision of a geotechnical engineer, and soils will be logged in the field by a geologist or EIT. In cohesive soils, thin-walled tube samples will be collected at 5 foot intervals and at each noticeable change in subsoil characteristics. In non-cohesive soils, standard penetration tests along with split-spoon samples will be collected at minimum every 5 feet and at each noticeable change in subsoil characteristic. Bedrock will be evaluated by continuous coring of the shale in 2 of the 3 borings and the TxDOT cone penetration test in the remaining boring.

Groundwater levels, if encountered, in the borings will be recorded during and immediately after the drilling operations. After completion of drilling, the boreholes will be backfilled with auger cuttings and bentonite grout.

Laboratory Analyses

Selected laboratory testing will be conducted on representative samples of materials obtained during field exploration. Test results will be used to evaluate and classify soils, identify subsurface site characteristics, and provide data for analysis. These tests may include:

- Moisture Content;
- Atterberg Limits;
- Sieve Analyses;
- Dry Unit Weight;
- Soluble Sulfates;
- Resistivity;
- Swell; and
- Unconfined Compression.

Kleinfelder will retain soil samples for 30 days after submission of the final report, at which time samples will be discarded. Further storage or transfer of samples can be made at owner expense upon written request.

Preliminary Information

Kleinfelder can provide subsurface information and preliminary recommendations within 10 working days of completion of field work. The preliminary information will include soil and rock types and thickness of the material encountered, general seismic design

parameters, and preliminary bearing capacity values for deep foundations, as appropriate. We will provide the preliminary information in an e-mail. A final report, which will supersede the preliminary information, will be issued after completion of laboratory testing and additional analyses.

Engineering Analysis and Geotechnical Report

The analysis will include an assessment of the feasibility of supporting the proposed structures on a deep foundation system and the various geotechnical concerns associated.

A geotechnical investigation report will be prepared based on findings of the field and laboratory programs. The report will present our opinions and recommendations regarding the following:

- A site plan showing the approximate location of the exploratory borings;
- Logs of the exploratory borings that will include a description of the soils and rock encountered and results of the field and laboratory tests;
- A description of the field and laboratory testing programs and an interpretive analysis of the results;
- Subsurface soil conditions, along with an estimate of the depth to groundwater beneath the site (excluding quantitative determinations of long-term groundwater levels, groundwater flows, or required dewatering rates);
- Recommendations regarding the suitability of various types of foundations and recommended foundation depths (as appropriate), along with allowable bearing pressures and estimated settlements;
- Subgrade preparation recommendations for slabs on grade, including a recommended modulus of subgrade reaction;
- Engineered fill requirements, including density and moisture requirements and materials requirements and the evaluation of the suitability of on-site soils for use as engineered fill;
- Comments about potential construction problems related to the geotechnical conditions disclosed by the borings. In particular, the potential for compressible and/or expansive soil conditions and possible remedial actions will be discussed;
- Excavation recommendations including excavation methods, design parameters, and construction considerations; and
- General seismic design considerations and parameters in accordance with the 2010 International Building Code.

3.0 INFORMATION/SERVICES PROVIDED BY THE TOWON OF LITTLE ELM

It is assumed that the following information and services will be provided by The Town of Little Elm:

- Designate in writing a person to act as their representative, with respect to the services rendered in this proposal;
- Indicate a point of contact who can relay safety procedures, grant site access/escort, and indicate location of existing subsurface utilities/structures;
- Identify, and mark subsurface utilities/structures that are not located by the Texas One-Call System, or other local agencies that could be damaged during the field exploration program;
- Obtain rights-of-entry, permits, easements, landowner permission, or other access authorization required to perform the services described in this proposal;
- Survey borings (if that degree of accuracy is required) and provide coordinates and elevations;
- Provide site plan(s) indicating existing and proposed structures;
- Provide current topographic map indicating existing grades and proposed grades and/or cross sections indicating proposed cut/fill;
- Provide loading conditions and tolerance for differential movement for structures; and
- Furnish available project data including previous geotechnical and/or forensic studies for this project.

4.0 ADDITIONAL SERVICES

The following services are not included in the *Scope of Basic Services* and will be considered as *Additional Services*, if and when they are required or requested:

- The services of specialty sub-consultants or other special outside services other than those described in the above Scope;
- Costs, including equipment replacement, associated with decontamination of personnel/equipment as a result of encountering hazardous/toxic materials at the Site;
- Bulldozer, all-terrain rig, clearing activities, or other equipment and personnel time required to access the boring locations;
- Meetings, other than any described in the above Scope;
- Additional report copies or submittals; report revisions after final submission, or report revisions resulting from changed regulations or design;
- Coordination with regulatory agencies other than described in the above Scope;

- Sales or use taxes imposed and due on the professional services described in the above Scope after the date of this proposal; and
- Any other services not specifically included in the above Scope.

5.0 SCHEDULE

We will be prepared to begin this investigation immediately upon receipt of notice to proceed. The utility clearance will require a minimum of 3 days to complete. We anticipate Kleinfelder will mobilize our drill crew and begin the fieldwork within 2 days after utility clearance and will take 2 to 3 days to complete, weather permitting. Geotechnical laboratory testing will require approximately 10 working days to complete. The engineering report can be completed within 4 weeks after drill rig mobilization/ Please let us know if this proposed schedule needs to be revised.

Kleinfelder will keep The Town of Little Elm and Freese and Nichols advised of our findings and preliminary recommendations and schedule as the work progresses.

6.0 PROPOSED FEES BY TASK

The task included in this proposal will be performed on a lump sum basis. Costs are summarized below.

Budget Summary

Task 001	Utility Clearance and Field Investigation	\$	6,000
Task 002	Laboratory Services	\$	2,000
Task 003	Engineering Analysis & Report Preparation	\$	4,325
Total Estimated Fee		\$	13,250

Invoices will be submitted monthly and at the completion of the project. We will not exceed the lump sum fee without prior approval from the Town of Little Elm. Additional work outside of the scope of this proposal can be provided by Kleinfelder, if requested and approved by the Town of Little Elm, based on a time-and-materials basis

7.0 ASSUMPTIONS AND LIMITATIONS

The scope of work included within our fee estimate does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. In the event that such material is suspected, we will notify you immediately for direction before proceeding on any out-of-scope services.

We have assumed field exploration will be performed Monday through Friday during normal business hours. Additional fees for field services that are requested by the Town of Little Elm during off-hours or weekends may apply. The Town of Little Elm

should be aware that accessing the subject properties with drilling equipment could disturb the Site. Other than backfilling the borings with auger cuttings and patching of pavement surfaces, our fee does not include additional repair of damage to lawns, landscaping, sidewalks, pavements, curbs, soft ground or other features on the Site caused by our drill rigs. Kleinfelder will attempt to limit the disturbance to the Site while performing the field explorations and will make minor repairs (level off the excess cuttings) to the area surrounding our boreholes.

During the course of the performance of Kleinfelder's services, private utility lines or hazardous materials may be discovered. Kleinfelder will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury that results from disruption of existing private utility lines or from pre-existing hazardous materials being encountered or present on the Site, or from the discovery of such hazardous materials.

Our work will be performed and findings obtained in substantial conformance with the Geotechnical engineering practice that exists within the local practice geographic area at the time of our investigation. No warranty, either expressed or implied, is made.

Kleinfelder offers a range of engineering services to suit the varying needs of our clients. Although risk can never be eliminated, more detailed and extensive investigation would yield more information, which may help one to understand and manage the degree of risk. Since such detailed services involve greater expense, our clients participate in determining the level of service that provides adequate information for their purposes, at an acceptable level of risk.

This proposal is valid for a period of 60 days from the date of this proposal, unless a longer period is specifically required by the Request for Proposal in which case that time frame will apply. This proposal was prepared specifically for the Town of Little Elm, and may not be provided to others without Kleinfelder's express permission.

8.0 TERMS OF ENGAGEMENT

These services will be performed in accordance with the existing Master Agreement to Furnish Consulting Services between The Town of Little Elm and Kleinfelder Central, Inc. Dated April 2009. We understand that you will provide approval by signing in the space below, which will serve as our notice to proceed. Acceptance of the proposal indicated Town of Little Elm's reviewed and understanding of the scope of services, budget and terms. The Town of Little Elm and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions or comments, or if the scope of work we have developed differs from that which you intended, please contact the undersigned at (972) 868-5900.

Respectfully submitted,

KLEINFELDER CENTRAL, INC.
Texas Registered Engineering Firm F-5592



Richard J. Hammerberg, P.E.
Senior Project Manager



Mickey J. Lawson
Client Account Manager

Attachment: ASFE Statement

Town of Little Elm agrees to the Scope of Services described in this **Proposal and Cost Estimate** and the existing Master Agreement to Furnish Consulting Services between the Town of Little Elm and Kleinfelder Central, Inc., dated April 7, 2009.

By: _____

Print Name: _____

Title: _____

Date: _____

Important Information About This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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TOWN OF LITTLE ELM

Town Council

STAFF REPORT



PROJECT: 12-SP-006 (Conceptual Site Plan - Johnny Joe's)

COUNCIL DATES: Work Session: 07/03/12
Regular Meeting: 07/17/12
Regular Meeting 08/21/12

REQUEST: Discussion of project.

CURRENT ZONING: Light Commercial (LC)

EXISTING USE: Convenience Store / Fuel Sales

APPLICANT: Kacy Kim

PLANNING ANALYSIS: On July 17th, Town Council granted the applicant an extension of an additional month to design a site plan to safely relocate the fuel pumps utilizing adjacent property owned by the applicant.

The applicant submitted a revised site plan too late to be reviewed by Staff in time for the August 21st meeting. Staff is currently working with the applicant on revisions to this plan to be considered by Council at its September 4th regular meeting.

Important to remember and as a summary to the previous staff report, Town policy states that the fuel delivery system has to be terminated and removed per the TXDOT settlement, unless Council approves a conceptual site plan that reconfigures the site.

Important to note, the Fire Marshal maintains that the fuel pumps in their existing condition constitute a public hazard that compels their immediate termination. This issue is separate from the right-of-way expansion policy that governs the site plan application process.

RECOMMENDED ACTION:

Staff recommends one of the following options:

Option A:

1. Tabling the item to the next regular meeting.
2. Imposing a strict deadline of August 24th for revisions to be submitted to staff.
3. Extending the pump shut-off deadline (again) until the next regular meeting.

Option B:

1. Deny the site plan application.
2. Allow the Fire Marshal to continue the abatement process.

TOWN CONTACT:

Dusty McAfee, AICP – Planning Manager
Jason Laumer, P.E. – Director of Development Services
Brian Roach – Fire Marshal

ATTACHMENTS:

N/A

TOWN OF LITTLE ELM

TOWN COUNCIL

STAFF REPORT



PROJECT: Revisions to Chapter 98 (Traffic & Vehicles) of the Little Elm Code of Ordinances to amend Residential & Commercial Parking Regulations (boats, RVs, trailers, etc) and to create a new subsection to regulate Special Event Parking.

HEARING DATES: Town Council: 02-14-12 - Work Session
08-07-12 – Work Session
08-21-12 – Regular Meeting

REQUEST: Adopt Ordinance 1107, revising Sections 98-103 and 98-104 and creating Section 98-110, of the Little Elm Code of Ordinances.

PLANNING ANALYSIS
Re: 98-103 & 98-104
(residential & commercial parking)

In a 2007 effort to regulate parking in residential districts, Town Council adopted standards affecting the parking of boats, trailers, RVs, and other vehicles in residential areas. It was intended to strike a balance between the reality of being a lake community and maintaining emergency access through neighborhoods.

The past five (5) years have proved this ordinance to be mostly effective in addressing legitimate safety concerns, yet still allowing for the parking of boats. However, staff believes that it is time to revise the ordinance to clarify internal policy, close loop-holes, refine its language to correct redundancies and contradictions, and improve its application in the field.

Current problems with the ordinance include:

- No prohibition of over-parking empty, undeveloped lots.
- The application of the front yard standard is ineffective on corner lots and other irregular shaped lots.
- The 10' rule is discretionally not enforced due to being impractical in many situations.
- There is no limitation on the number of boats and vehicles, effectively allowing for storage compounds.
- There is no distinction between estate lots and small lots.
- Contradictions and redundancies within the regulations result in confusion.

Staff has revised the ordinance to resolve the above issues, per the attached regulatory document and per direction given by Council at its February and August work sessions. Internal staff from multiple departments has reviewed the proposed revisions as well.

Police/Parks Analysis
Re: 98-110 (*new section*)
(*special events parking*)

The Town has identified a need to statutorily empower public safety personnel to impose and enforce temporary parking and other traffic control regulations for special events, emergency situations, and special conditions.

The Police Department, Fire Department, and Parks Department are available for questions on this item.

**RECOMMENDED
ACTION:**

Adopt Ordinance 1107

TOWN CONTACT:

Dusty McAfee, AICP – Planning Manager
Leslie Smith - Captain (Patrol Operations)
Brian Roach – Fire Marshal
Tony Chrisman – Parks Director

ATTACHMENTS:

Ordinance 1107

TOWN OF LITTLE ELM

ORDINANCE NO. 1107

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE TOWN, BY AMENDING CHAPTER 98 (TRAFFIC & VEHICLES) ARTICLE V (PARKING, DRIVEWAYS, AND VEHICULAR USE AREAS) TO REVISE SECTIONS 98-103 AND 98-104 TO MODIFY POLICIES ON RESIDENTIAL AND COMMERCIAL DISTRICT PARKING, AND TO CREATE NEW SECTION 98-110 (SPECIAL EVENT PARKING) TO ESTABLISH PARKING REGULATIONS FOR SPECIAL EVENTS AND TO PROVIDE ENFORCEMENT POWER TO PUBLIC SAFETY PERSONNEL; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on May 1, 2001; and

WHEREAS, the Town possesses all the rights, powers, and authorities possessed by all home rule municipalities to regulate parking and otherwise regulate traffic, including those powers provided by Title 7 of the Texas Transportation Code; and

WHEREAS, the Town has identified a need to empower the Chief of Police and/or Fire Marshal, by and with the approval of the Town Manager, to impose and enforce temporary parking and other traffic control regulations for special events, emergency situations, and special conditions; and

WHEREAS, the Town Council desires to amend existing district parking regulations to clarify internal policy, close loop-holes, refine language, correct redundancies and contradictions, and improve application in the field; and

WHEREAS, after due deliberations and consideration of any other information and materials received at the open meeting, the Town Council has determined that the amendments set forth herein should be adopted, and that such amendments are in the best interest of the public health, safety, and welfare of the citizens of the Town.

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

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. AMENDMENT AND ADOPTION. That Chapter 98 (Traffic & Vehicles) of the Town of Little Elm Code of Ordinances, is hereby amended, in part, by amending Article V (Parking, Driveway, and Vehicular Use Areas), in part, per the following:

1. Sections 98-103 and 98-104 are hereby repealed and replaced, in their entirety, to read as shown on the attached regulatory document.
2. Section 98-110 (Special Event Parking) is hereby created and established to read as shown on the attached regulatory document.

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. 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 5. SEVERABILITY. The sections, paragraphs, sentences, phrases, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 6. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 7. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the Town

Charter.

PASSED AND APPROVED BY LITTLE ELM TOWN COUNCIL ON AUGUST 21, 2012.

The Town of Little Elm, Texas

David Hillock, Mayor

ATTEST:

Kathy Phillips, Town Secretary

Sec. 98-103. – Parking in Non-Residential Districts

- 1) It shall be unlawful for any person to park or store, or allow to be parked or stored, a truck tractor, tractor trailer, or recreational vehicle on any public street, alley, parkway, boulevard, public right-of-way, public access drive, public parking area, or public thoroughfare in any non-residentially zoned district (or use thereof) for a period longer than a two-hour duration.
- 2) The parking or storing of any automobile, boat, trailer, or any other motor vehicle is prohibited on lots without a primary structure in existence that is actively occupied, used, and in possession of a valid Certificate of Occupancy. Undeveloped lots shall not have vehicles stored on them.
- 3) Display of vehicles for sale or storing vehicles for profit is prohibited, except for where prescribed by Chapter 106 (Zoning) of this Code.
- 4) All new parking and vehicular use areas must be constructed with concrete to the Town's engineering design criteria.
- 5) Parking shall be provided according to the parking regulations in Chapter 106 (Zoning) of this Code.

Sec. 98-104. – Parking in Residential Districts

- 1) Parking in residential districts (to include residential uses and all residential areas) shall comply with the following provisions:
 - A. No recreational vehicle, travel trailer, motor home, boat, boat trailer, jet skis, or stock trailer shall be parked or stored on a public thoroughfare in any residential district. The provisions of this section shall not prevent the parking or standing of such vehicles upon the public thoroughfare in such zoned district for a period not to exceed 72 hours.
 - B. No motorized vehicle or other equipment shall encroach upon public sidewalks or alleys.
 - C. Display of vehicles for sale or storing vehicles for profit is prohibited, unless legally parked in the driveway and not otherwise a junked or inoperable vehicle.
 - D. No junked vehicle, as defined in Article III of Chapter 46 of this Code, shall be parked or stored in violation of Article III of Chapter 46 of this Code. Any such vehicle shall be subject to the procedures set forth in Chapter 46.
 - E. For the purposes of this section, a vehicle shall be considered stored if it has remained parked at or nearly the same location for a continuous period of time in excess of five days. A stored vehicle is deemed to be a vehicle, which is illegally parked on public property, and such vehicle shall be subject to removal and disposal as an abandoned vehicle according to Division 3, Article III of Chapter 46 of this Code.

- F. No recreational vehicle, motor home, travel trailer, boat, boat trailer, camper, camper top, or any other type of vehicle shall be connected to utilities except for the purpose of maintenance. Utilities shall only include electricity and water. Habitation is prohibited.
 - G. All new parking and drives must be constructed with concrete to the Town's engineering design criteria. Where drives exceed 100 feet in length, an all weather surface is permitted beyond the drive approach.
- 2) Parking on private residential property shall also comply with the following provisions:
- A. The parking or storing of any vehicle, including but not limited to trailers, farm implements, recreational vehicles, or forklifts, is prohibited on lots without a primary structure in existence that is actively occupied, used, and in possession of a valid Certificate of Occupancy. Undeveloped lots shall not have vehicles stored on them.
 - B. No vehicle shall be parked or stored between the building and street frontage, unless parked on the driveway. Parking off the driveway in the front yard area (area between building and the street, to include the side yard of corner and irregular shaped lots) is prohibited.
 - C. All parked or stored vehicles not on the driveway shall be located in the rear yard area, enclosed by a permitted fence, generally screened from public view, and at least ten feet (10') from adjoining property lines. Up to 1 water craft or trailer may be parked in the side yard when sufficient space exists and stored neatly adjacent to the primary structure.
 - D. A maximum of four (4) recreational vehicles can be parked or stored on a residentially zoned lot, excluding enclosed garage spaces.
- 3) For the purposes of this section, the court may take judicial notice of an owner's manual, dealer brochure, and other such similar literature, which may constitute a prima facie presumption of the size and weight of the vehicle. This presumption is rebuttable and shall have the effects and consequences set forth in Texas Penal Code § 2.05.

Sec. 98-110. – Special Event Parking

“Sec. 98-110. Authority of the Police Chief to Impose and Enforce Temporary Regulations for Parking and other Traffic Control Measures for Special Events, Emergency Situations, and Special Conditions.

- (a) The Chief of Police (or his/her designee), by and with the approval of the Town Manager, is hereby empowered to impose and enforce regulations necessary to make effective the provisions of this Chapter and other traffic ordinances of the Town, and to make and enforce temporary or experimental regulations to cover emergency or special conditions. No such temporary or experimental regulation shall remain in effect for more than forty-five (45) days.
- (b) In addition to the powers granted by Section 98-110(a), the Chief of Police (or his/her designee), by and with the approval of the Town Manager, is hereby empowered to impose and enforce regulations necessary to regulate parking and vehicular traffic at special events held in or near the Town including, but not necessarily limited to, water carnivals, boat regattas, music festivals, dramatic presentations, special recreation programs, sporting events and others events which, in the opinion of the Chief of Police(or his/her designee), will create traffic congestion and/or parking problems on a temporary basis as a result of the event.
- (c) After taking into consideration the anticipated parking and traffic congestion problems reasonably likely to occur as a result of the special event including, but not necessarily limited to, on street parking problems, congestion created by on street parking, and traffic safety and danger to vehicles and pedestrians in the area of the special event, the Chief of Police (or his/her designee), by and with the approval of the Town Manager, is hereby empowered to impose and enforce regulations necessary to regulate parking and vehicular traffic at special events held in or near the Town including, but not necessarily limited to, the following enumerated powers:
 - (1) To install traffic control devices and signage, and to regulate the operation of vehicles upon the streets of the Town impacted by the special event including, but not necessarily limited to, the placement of temporary “no parking” signs in locations as necessary to prohibit parking along streets, in fields, and in other areas determined to be inappropriate for parking for the special event.
 - (2) To establish and designate temporary fire lanes in which the parking of vehicles is prohibited.
 - (3) To designate areas available for public parking, reserved or permitted parking, and no parking, and to designate times and dates for which the parking restrictions are to be in place.
 - (4) To re-designate otherwise designated handicapped parking spaces as non-handicapped public parking spaces, provided that other parking and transportation arrangements are made for those persons who would have

been entitled to lawfully park in the otherwise designated handicapped parking spaces.

- (5) To designate areas as “no camping” areas during certain times and dates for which camping will be prohibited.
 - (6) To designate non-police personnel and appointed civilians to direct traffic by voice, hand, or signal as conditions may require.
- (d) A vehicle parked in violation of a parking restriction, or in violation of a “no camping” restriction, established under the authority of this Section is hereby deemed injurious to the health, safety and general welfare of the public within the Town. The Chief of Police (or any other officer of the police department of the Town) and the Town’s Fire Marshal (or any official of the Office of the Fire Marshal of the Town) is authorized to order the removal of such vehicle and/or camping equipment, including the immediate impounding and towing of the vehicle, at the vehicle owner’s expense, as provided for in Section 98.109 of this Chapter.
- (e) A driver of a motor vehicle shall obey the instructions of any temporary traffic control device, sign, signal or marking, as well as the directions of authorized personnel, unless otherwise directed by a police officer.
- (f) Temporary traffic control devices and signage, parking regulations, fire lanes, and other measures temporarily established pursuant to the authority of this Section need not comply with the standards required for permanent traffic control devices and related measures including, but not necessarily limited to, the Texas Manual on Uniform Traffic Control Devices and other standards promulgated by the Town for permanent traffic control devices and related measures.
- (g) All temporary traffic control devices and signage established under the authority of this Section shall be subject to the enforcement provisions of Article II, “Traffic Control Devices,” of this Chapter. All parking regulations established under the authority of this Section shall be subject to the enforcement provisions of Article V, “Parking, Driveways and Vehicular Use Areas,” of this Chapter. Any person violating the provisions of this Section shall be deemed guilty of a misdemeanor and upon conviction be subject to a fine not to exceed the sum of \$500.00.”



**TOWN OF LITTLE ELM
AGENDA INFORMATION SHEET**

LITTLE ELM

COUNCIL SESSION: August 21, 2012

AGENDA SUBJECT:

Discussion and Action Consider waiving all building and impact fees for the Homes for Hope project house at 14117 Sparrow Hill Drive, Frisco Ranch Subdivision.

BACKGROUND:

Grand Homes has recently broke ground on a Homes for Hope project in Frisco Ranch. Grand Homes will construct a new home at 14117 Sparrow Hill Drive and donate the entire proceeds of the sale to HOPE International. These funds are used worldwide to empower entrepreneurs and help them break the cycle of poverty and sustainably provide for their own family.

The total estimated fees that would be waived is \$3,715.00. Grand Homes would be required to submit all required building plans and comply with all Town Ordinances and agreements to insure the home at 14117 is construction in accordance with the Town's ordinances, agreements and building codes. The Town's building inspectors will perform plan review and inspection of the home as they would any other home building project for this subdivision.

About Homes for Hope:

A builder who wants to use his skills to impact global poverty can designate an upcoming home a "Home for Hope." He explains his passion for poverty alleviation to his trade partners and recruits them to get involved by donating or discounting their services and materials on the home. With the builder and his trades collaborating to maximize profits, the home is sold to a buyer and the proceeds are donated to Homes for Hope in support of HOPE International. The donated funds enable HOPE to provide vital services like savings, training, and small business loans that alleviate physical and spiritual poverty and enable poor entrepreneurs to increase their profits to provide food, education, shelter, and health care for their families.

Here's how it works:

- A homebuilder decides to build a Home for Hope—donating all or a portion of the lot cost, profit, and overhead connected to the home.
- Then the builder approaches his trade partners—the subcontractors, suppliers, and consultants who help build homes—and asks them if they, too, would help by doing their work at cost or a portion of cost, donating any profit.
- The collaboration between the builder and trade partners generates additional revenue to help aspiring entrepreneurs around the world.
- Homes for Hope and the builder hold a groundbreaking ceremony; the house is constructed; and the home is presented to the community in a public dedication ceremony. The builder presents a check to Homes for Hope.
- The net proceeds go to HOPE International to empower entrepreneurs around the world to break the cycle of poverty and sustainably provide for their own families.

Mr. Jack Nulty the Executive Director for Homes for Hope will be present at the Council meeting to provide a breif presentation about Homes for Hope.

RECOMMENDED ACTION:

Staff recommends that Council waive all fees associated with the review, building permit, building inspection, and impact fee and reimburse any previously paid fee for an estimated total of \$3,715.00 for the construction of the Homes for Hope project home being built by Grand Homes at 14117 Sparrow Hill Drive, Frisco Ranch subdivision.

ATTACHMENTS:

- Estimated Building Fees for 14117 Sparrow Hill Drive, Frisco Hills Subdivision.

TOWN CONTACTS:

Doug Peach, Interim Town Manager - 214.975.0475
dpeach@littleelm.org



Town of Little Elm

Site Admin | PI | CR | AP | CE | LT | PZ | PW | LM



LOG OUT

Home » Permits and Inspections » Projects » Active Project

New One-Family Dwelling Permit

► **Overviews:** Project | Notes | Reviews | Inspections | Payments

ID# N1F-12-01589 Started: 07/26/12 Time: 14d 2h

Project Description (edit)

NEW SINGLE FAMILY

Address (edit) (view)
14117 SPARROW HILL Dr.
Little Elm, TX 75068**Tenant** (edit) (view)**Legal** (edit) (view)
Blk 10 Lot 26**Owner** (edit) (view)
Grand Homes
15455 Dallas Parkway
Addison, TX 75001**Contractor** (edit)
James Hartsough
Grand Homes
15455 Dallas Parkway Ste. 1000
Dallas, TX 75001
(972) 387-6037 phone
(972) 387-6234 fax
ldye@grandhomes.com**Property Information** (edit) (view)
Complaint Source:
DCAD ID #: 00
ETJ Location: Yes
Property Type: Residential
Rental Property:
Subdivision:
Zoning District:**Valuation Information** (edit)**Subcontractors** (edit)
Thomas Mozjesik, L&S Plumbing
Andrew Kelly, Horizon Plumbing,LTD
Gregorio Uribe, Jr., Swartz Electrical, Ltd
Randall Smith, Riverside Lawn Sprinkler**Subordinate Projects** (new) (edit)

INFO FIELDS

Application Complete	2012-07-26 02:30 pm
Foundation and Framing Drawings Rec	2012-07-26 02:30 pm
Foundation Letter Received	2012-07-26 02:30 pm
HB 265 Agreement Received	2012-07-26 02:30 pm
IC3 Energy Certificate Received	2012-07-26 02:30 pm

Project Hold
2012-08-15 16:56:55
Ida Orlds**Hold Reason**
Do Not Collect Fee's! **Fees Due** **\$3,415.00**
► Ready






Pay

STEPS 7 Disabled Steps

reset dates

- | | | |
|-----------|---|-------------------------|
| 1 | Screen Application (NRP)
► 07/26/12 (Started) ► 07/26/12 (Approved) | 0d
0h
(edit) |
| 2 | Pay Application Fees
► 07/26/12 (Started) ► 07/26/12 (Completed) | 0d
0h
(edit) |
| 3 | Plan Review (New 1-2 Fam. & Models)
► 07/26/12 (Started) ► 07/26/12 (In Review) | (3) 14d
2h
(edit) |
| 4 | Planning Review
► 07/26/12 (Started) ► 08/01/12 (In Review) | 14d
2h
(edit) |
| 5 | Res. Plan Review (IRG)
► 07/26/12 (Started) ► 08/01/12 (In Review) | 14d
2h
(edit) |
| 6 | Set Impact Fees
► 07/26/12 (Started) ► 07/26/12 (Approved) | 0d
0h
(edit) |
| 7 | Payment Due
► Not Ready | |
| 8 | Electrical T-Pole
► Not Ready | |
| 9 | Plumbing Rough / Form Board Survey
► Not Ready | |
| 10 | Residential Flatwork Pre-Pour
► Not Ready | |
| 11 | Bracing Inspection
► Not Ready | |
| 12 | Framing, MEP Rough-ins & Brick Ties
► Held | |
| 13 | Fence Footing Inspection
► Not Ready | |
| 14 | Wallboard Fastening
► Not Ready | |
| 15 | Electrical / Gas Meter Release
► Not Ready | |
| 16 | Irrigation Inspection
► Not Ready | |
| 17 | Planning Final
► Not Ready | |

Lot Size	5750
Lot Size Unit	
Number of Stories	2
Plot Plan Received	2012-07-26 02:30 pm
Proposed Setback, Front	20
Proposed Setback, Left	5
Proposed Setback, Rear	20
Proposed Setback, Right	5

18	Public Works Final	
	▶ Not Ready	
19	Documentation Record - Residential	
	▶ Not Ready	
20	Final Inspection	
	▶ Not Ready	
	Archive Project	
	▶ Not Ready	

[+] FEES		> \$3,715.00
	01/11 Application Fee: Non-Comm.	\$50.00
	01/11 Electric T-Pole Fee	\$30.00
	01/11 Permit Fee: Fence	\$75.00
	01/11 Permit Fee: Irrigation (Res)	\$185.00
	01/11 Plan Rev.: New 1-2 Fam. & Model	\$250.00
	Frisco Hills Permit Fee	\$1,175.00
	Sewer Impact Fee	\$1,200.00
	Water Impact Fee	\$750.00

[+] PAYMENTS	> \$300.00
Grand Homes (James Hartsough)	
Check on 07/26/2012	
Note: CK#0331305	
	(\$300.00)
AMOUNT DUE	\$3,415.00

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August 15, 2012
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TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL MEETING

DATE: August 21, 2012

PROJECT: **Work Order for Boat Ramp Grant Application with Blais & Associates and Authorization to Apply for Boat Ramp Grant**

DESCRIPTION: Town Staff was informed that the Texas Parks and Wildlife has requested applications for the State Boating Access Program grant due October 31st. Guidelines and sample submittals are attached. The Town has often discussed improving and moving the boat ramp. Attached is the proposed boat ramp location as discussed during the Little Elm Park master planning process. There is a \$500,000 limit with a 25% match of the funds required.

The eligible activities include:

Facilities Eligible for Funding Assistance

- Launching facilities, such as ramps and boat lifts;
- Breakwaters;
- Marinas, including moorage facilities and dockage for transient motorboat users (stopping only briefly, not to exceed 10 days);
- Land acquisition;
- Fish cleaning stations;
- Restrooms, sewage treatment facilities, showers, potable water, security lights;
- Parking areas associated with the access facilities;
- Pumpout and dump stations;
- Camping facilities at areas accessible only by boat (must be accessible to motorboats);
- Access roads, bridges, signals, and other requirements to provide the public access to boating facilities;
- Engineering (planning and design), and environmental clearance and permit costs;
- Retaining walls to protect integrity of boat ramps and associated parking lots (limited to 200 feet on either side of constructed facilities);

- Dredging, stump removal, and aquatic weed control when activity can be shown to clear lanes to make water body more accessible primarily for recreational motorboats as opposed to general navigation;
- Navigational aids in the immediate area of access facilities;
- Signage for effective use of access facilities and recognition of Sport Fish Restoration Program;
- Publication of guides, brochures, maps, road signs, Internet sites, and other aids to inform boaters of access sites;
- Projects that compensate/mitigate for natural resource losses caused by an eligible activity.

Blais & Associates have offered to oversee and prepare the grant for four thousand nine hundred and fifty three dollars and seventy five cents (\$3,362). Staff feels this could be a great opportunity to the Town. Funding for grant writer fee is available within the professional services line item in the Engineering (10) budget.

COST: **\$3,362** (Time and Materials – Not to Exceed)

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

SCHEDULE: Blais & Associates will start immediately on application, due October 31, 2012. Earliest feedback from Parks and Wildlife would be January 2013.

RECOMMENDED ACTION: **Staff recommends Council approve a Work Order and authorization to submit for a Boat Ramp Grant to Texas Parks and Wildlife between the Town of Little Elm and Blais & Associates for the not to exceed amount of \$3,362 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. Little Elm Park Master Plan
2. Work Order
3. Sample Information Required



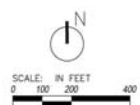
LITTLE ELM

Little Elm Park

Little Elm Parks Master Plan

01

10-12-2010



Kirley-Horn and Associates, Inc.

Grant Development Quote

Client Name	Town of Little Elm, Texas
Client Contact #1	Jason Laumer, P.E., Town Engineer & Director of Development Services
Client Contact #2	
Copy #1	
Copy #2	

Grant Program / Proposal	Texas Parks & Wildlife Department: State Boating Access Program
Proposal Due	March 23, 2012
Project Name (if known)	Boat Ramp Relocation at Little Elm Park
Date Prepared	27-Feb-12
Grant/Revenue Potential	\$500,000
Grant Development Cost	\$3,362.00
Cost to Develop Grant as % of Revenue Potential	0.67%
Hourly Rate	\$95 per hour
Quote Number	02-12-050

Activity	Hours	N/A	N/A	Total Cost
Preliminary Analysis Work (prepare checklist/timeline, organize application files, review data, etc.)	2.25			\$ 213.75
Transmittal Letter by Authorized Individual (authorized via required Resolution)	0.75			\$ 71.25
Applicant's Certification	0.5			\$ 47.50
Required Resolution Authorizing Application (B&A will format and help circulate)	1.25			\$ 118.75
Location Map	1.25			\$ 118.75
USGS 7.5 quadrant map showing project boundary (Town will provide, Suzanne Wachal)	0.25			\$ 23.75
Site Plan and Boundary Map (dimensions or metes and bounds description) (see notes)	0.75			\$ 71.25
Environmental Assessment (outsource)				\$ -
Photographs of Project Site	2			\$ 190.00
Budget Summary (Town will provide budget detail to B&A)	1.75			\$ 166.25
Proof of Legal Control (deed or draft lease or multiple-use agreement)	1.25			\$ 118.75
Regional Council of Governments "TRACS" Letter (TX Review and Comments System)	2			\$ 190.00
Documents Demonstrating Contact with other State/Federal Agencies Regarding Permits, etc.	2			\$ 190.00
Standard Form 424 (Application for Federal Assistance) Family of Forms	2			\$ 190.00
U.S. Department of the Interior Certifications (SF DI-1350 and DI-2010) (see notes)	1			\$ 95.00
Boating Access Program Questionnaire	2			\$ 190.00
Up to three (3) conference calls with client, as needed	3			\$ 285.00
Internal B&A Strategy Meetings, Proofreading and Quality Control	3			\$ 285.00
Incorporate Edits from Client and Formatting Attachments	2			\$ 190.00
Coordinate Submission of proposal and create Classification Folders for the Client's permanent record-keeping file	3			\$ 285.00
SUBTOTAL	32	0	0	\$ 3,040.00
Total Labor Cost Per Application \$ 3,040.00 \$ - \$ - \$ 3,040.00				
Direct Costs (charged at cost, no mark-up)				
Classification Folders	\$ 12.00			\$ 12.00
Reproduction (one original and three copies are required for submission to TX Parks & Wildlife)	\$ 250.00			\$ 250.00
Express Delivery Mail or Courier Services, if needed	\$ 60.00			\$ 60.00
SUBTOTAL Direct Costs Per Application	\$ 322.00			\$ 322.00
Grand Total \$ 3,362.00 \$ - \$ - \$ 3,362.00				

Work performed by B&A that is outside of the scope of this estimate will be billed at \$95 per hour.
Please see "notes and assumptions."

Quote Prepared by:
Destin Blais
(469) 579-5905
dblais@blaisassoc.com

Blais & Associates
professional grant management

4017 Moonlight Drive
Little Elm, TX 75068
www.blaisassoc.com

Notes and Assumptions
1) B&A requests assistance from Suzanne Wachal to obtain the USGS 7.5 quadrant map (or portion thereof) showing the project boundary.
2) Town is requested to prepare Site Plan and Boundary Map that shows the site boundary dimensions or metes and bounds description, layout of proposed improvements (ramp, parking, dock, access road to the nearest publish street, restroom), directional arrow and scale, and utility easements (above and below ground).
3) The application requires the completion of an Environmental Assessment Questionnaire so the State can determine if an environmental impact statement is needed. The questionnaire is of sufficient detail that a qualified environmental staff member should probably complete the form and advise the State if there are any threatened or endangered species of flora or fauna, significant mineral values, unique geologic formations, unique animal or plant ecosystems, or cultural/archaeological/historical sites that should be addressed. B&A can subcontract this work if the Town desires. An amended quote will need to be submitted if this work will be subcontracted through B&A.
4) Town will provide proof of ownership document and coordinate with the Corps of Engineers to determine if a Section 404 permit is required.
5) B&A kindly requests a written Notice to Proceed by Monday, April 2, 2012.

Please note that this quote is an estimate for services based on current conditions and understandings. Many factors often change during the development of a grant application that may or may not increase the amount of labor and materials necessary to perform the services successfully. If during the course of work, B&A believes the work is taking longer than originally estimated, B&A will immediately notify the contract point of contact and either mutually agree to a change order or discuss alternatives. Additionally, B&A only charges for actual work performed. The total cost to perform the tasks may be less than quoted herein.

Signature of Authorized Agent Approving Costs and Authorizing Notice to Proceed

Date

Printed Name of Authorized Agent

State Boating Access Program

Grant Application



Deadlines: October 31st

**Administered by the
Texas Parks & Wildlife Department
(PWD 1068-P4000)
in cooperation with the
U.S. Fish & Wildlife Service**

Grant Application State Boating Access Program

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TEXAS STATE BOATING ACCESS PROGRAM GENERAL INFORMATION

(Effective June 2005)

The **Boating Access Program** provides **75% matching fund grant assistance** for new public boat ramp construction projects providing public access to public waters for recreational boating. Major repairs or rehabilitation of existing public boat ramps is also eligible for matching funding assistance.

The State Boating Access Program receives funding from the Federal Aid in Sport Fish Restoration Act. Funds for the federal program are derived from the federal gasoline tax generated by sales of gasoline for recreational motorboats and a federal excise tax on the sales of fishing tackle and trolling motors. Fifteen percent of the state's annual apportionment from this federal program must be used to provide public recreational boating access.

Sponsors requesting assistance for new boating access facilities must submit an application to the Texas Parks & Wildlife Department and have it approved prior to any construction activities for which assistance is requested. Deadlines for submitting grant applications for the Texas State Boating Access Program are **October 31st** each year. **The maximum amount which may be requested for assistance is \$500,000 in matching grant funds.** Recommendations to fund individual projects will be placed on the January and August Parks and Wildlife Commission meeting agenda.

Program assistance will be in the form of a one-time grant, and the local sponsor must be willing to assume all maintenance responsibilities, including grass mowing and weed control, litter/refuse pick-up and removal, signage maintenance, security surveillance, plus necessary repairs and renovations, as needed, to insure public use and safety. Project areas and facilities must be operated and maintained for the purposes intended throughout the expected lifetime of the facilities (25 years).

The applicant's 25% matching share may come from a number of sources including the following:

1. Capital improvement and revenue bonds;
2. Local appropriations;
3. The value of donated land, cash, labor, equipment, or materials;
4. In-kind labor, equipment and materials to be provided by the applicant or another governmental/ educational entity;

5. Other state grant funds or programs which are not administratively prohibited.

These local matches must be documented by letters of commitment from all project partners. All letters of commitment must be signed on official letterhead by the executive director or governing board of directors. For projects involving state highway right-of-way areas, the Texas Department of Transportation must be willing, and have the legal authority to enter into a multiple-use agreement with the local sponsor if the project is approved.

Questions regarding matching share eligibility should be directed to the TPWD Recreation Grants Branch at 512/912-7124.

Project sponsors must demonstrate legal control of the project site through one of the following means:

- a) Fee simple title; or
- b) Lease agreement with another governmental entity; or
- c) Multiple-use agreement with the State Department of Transportation or another governmental entity; or
- d) A proposed lease or multiple-use agreement with another governmental entity. If such an agreement is proposed, submit a draft lease/ agreement with letters of commitment from all participating entities to execute said lease/agreement if a grant is approved.

Boat docks, parking lots, and restrooms must be designed and constructed for barrier-free access, and overhead utility lines are prohibited in the fund-assisted project area. (NOTE: Overhead utilities in place prior to application submission will be addressed during the pre-award site visit, and sponsors will be advised if such utilities may remain, or if they must be buried/relocated.)

Sponsors must comply with the Local Government Code for municipalities and counties, the requirement governing advertising for bids by counties and cities. If a contract is to be awarded to anyone other than the lowest bidder, information must be furnished to the Department as to the reason the contract should not be awarded to the lowest bidder. (NOTE: It is the sponsor's responsibility to adhere to all local, state, and federal laws and regulations.)

Other program assurances are also necessary as a result of the federal funds involved, and such certifications are required when the project application is submitted.

Funded projects must be reviewed by the Texas Historical Commission and Texas Parks & Wildlife Department to determine potential impacts to natural and cultural resources. State Boating Access Program staff will initiate these resource reviews of projects recommended for funding. Written clearances or permits must be obtained from each agency prior to initiating any construction activities.

After the project is designed, sponsors must contact the U.S. Army Corps of Engineers (Corps) to determine which permits (if any) are needed. A Corps permit, or letter stating that a permit is not required, must be obtained before a grant contract is executed with the sponsor. To find out which Corp district has jurisdiction you're your project, please visit their website at: <http://www.swf.usace.army.mil/pubdata/envirom/regulatory/introduction/districtboundaries2feb52002.pdf>.

Facilities Eligible for Funding Assistance

- Launching facilities, such as ramps and boat lifts;
- Breakwaters;
- Marinas, including moorage facilities and dockage for transient motorboat users (stopping only briefly, not to exceed 10 days);
- Land acquisition;
- Fish cleaning stations;
- Restrooms, sewage treatment facilities, showers, potable water, security lights;
- Parking areas associated with the access facilities;
- Pumpout and dump stations;
- Camping facilities at areas accessible only by boat (must be accessible to motorboats);
- Access roads, bridges, signals, and other requirements to provide the public access to boating facilities;
- Engineering (planning and design), and environmental clearance and permit costs;
- Retaining walls to protect integrity of boat ramps and associated parking lots (limited to 200 feet on either side of constructed facilities);
- Dredging, stump removal, and aquatic weed control when activity can be shown to clear lanes to make water body more accessible primarily for recreational motorboats as opposed to general navigation;

- Navigational aids in the immediate area of access facilities;
- Signage for effective use of access facilities and recognition of Sport Fish Restoration Program;
- Publication of guides, brochures, maps, road signs, Internet sites, and other aids to inform boaters of access sites;
- Projects that compensate/mitigate for natural resource losses caused by an eligible activity.

Facilities supported with State Boating Access Program funds should consist of a concrete ramp (each lane 12' to 15' wide), a parking area with at least 20 car-trailer spaces per launching lane (10' x 40' each), an access road, and necessary support facilities. Boat docks and parking lots must be designed and constructed in a barrier-free manner pursuant to state law, and overhead utility lines are prohibited in the fund-assisted project area. (NOTE: Overhead utilities which are in place prior to application submission will be evaluated during the pre-award site visit and sponsors will be advised if such utilities may remain, or if they must be buried/relocated.)

Project Reimbursement Information

Since this is a reimbursement program the sponsor is required to initially pay for project expenditures which later are to be reimbursed by the State. It will be necessary for the sponsor to keep careful financial records and submit adequate proof of payment to receive reimbursement for eligible project expenditures. Due to the utilization of federal funds for this program, the State and sponsors will be required to meet financial standards of OMB Circular A-133.

The Department will reimburse a sponsor up to a 95% of the grant amount until a final inspection and audit are completed. (5% of the grant amount will be withheld pending final inspection and approval of the project.)

For questions regarding program administration, contact the Recreation Grants Branch of TPWD at 512/389-8224.

BOATING ACCESS GRANT PROGRAM APPLICATION REQUIREMENTS

Upon receipt of an original and three (3) copies of all required information, Department staff will conduct a technical review of the application, assess the need for the project, and conduct an on-site inspection of the proposed project area.

Required Information:

1. TRANSMITTAL LETTER

To be submitted by the individual authorized in the resolution, to include:

- A. Name of the assistance program (Boating Access Grant) and amount of funds requested (maximum of \$500,000 in matching funds); and
- B. Project location (city, county, body of water, access road, and agency having jurisdiction over the body of water); and
- C. Name and phone number of the individual to be contacted for further information.

2. APPLICANT'S CERTIFICATION

3. RESOLUTION AUTHORIZING APPLICATION

4. LOCATION MAP

This map should be an original general highway map of the county, or a portion of the county, where the project site is to be located. (These maps may be obtained through your local or district Texas Department of Transportation office.)

Locate the following on the map:

- A. Project location(s);
- B. Boat ramp facilities now under construction or planned in the future;
- C. Existing boat ramps available to the public;
- D) USGS 7.5 quadrant map (or portion thereof) showing project boundary.

5. SITE PLAN AND BOUNDARY MAP

- A. Site boundary dimensions or metes and bounds description;

- B. Layout of proposed improvements (ramp, parking, dock, access road to the nearest public street or road, restroom);

- C. Directional arrow and scale

- D. Utility easements, above and below ground.

6. ENVIRONMENTAL ASSESSMENT

(See enclosed instructions.)

7. ENVIRONMENTAL CHECKLIST

8. PHOTOGRAPHS OF PROJECT SITE

9. SEC. 7 COMPLIANCE WITH ENDANGERED SPECIES ACT

10. BUDGET SUMMARY

May include the following estimated costs:

- A. Professional services (may not exceed 12% of the estimated construction cost)

1) Pre-Agreement Costs

- a) Application preparation and site planning costs
- b) Cultural Resources Survey
The Department will contact the Texas Historical Commission to determine need for a survey. If required, the survey must be conducted and clearance received prior to construction.
- c) U.S. Army Corps of Engineers 404 permit or clearance

2) Architectural/Engineering Costs Design services and professionally sealed construction plans

- B. Total and unit costs for each construction element

C. Required Program Signage

- 1) Temporary program acknowledgement sign (during construction)

- 2) Permanent program acknowledgement sign or plaque
- 3) Safe boating and water safety sign

11. PROOF OF LEGAL CONTROL

The project site must be publicly owned and under the legal control of the project sponsor (or proposed to be under the legal control of the sponsor through a lease or multiple-use agreement to be executed if the grant is approved). Proof of legal control must be submitted with the application in the form of a deed or draft lease or multiple-use agreement (include written verification from all parties that the agreement will be entered into if the grant is approved).

12. REGIONAL COUNCIL OF GOVERNMENTS "TRACS" LETTER

Submit application to the appropriate COG prior to, or at the time of, application submission to the Department. The "TRACS" (Texas Review and Comments System) letter must be received prior to project approval by Texas Parks and Wildlife Commission.

13. DOCUMENTS DEMONSTRATING CONTACT WITH OTHER STATE OR FEDERAL AGENCIES REGARDING PERMITS, ETC. (e.g. USACOE, TCEQ, THC, Coastal Coordination Council)

A U.S. Army Corps of Engineers (USACOE) "404 Permit" is required for the disposal of dredge or fill material in the "waters of the United States." This is a broad term which applies to most of the nation's lakes, rivers, streams, wetlands and coastal waters. Certain activities are exempt and do not need a permit, while other activities may proceed without an individual permit, if they are covered by a regional or nationwide permit.

Contact the regulatory branch of the Corps District Office in your area for specific information about location exemptions and regional/nationwide permits. See the map on last page of this application to find the office with jurisdiction over your area or visit their

website at:

<http://www.swf.usace.army.mil/pubdata/envIRON/regulatorY/introduction/districtboundaries2feb52002.pdf>

14. APPLICATION FOR FEDERAL ASSISTANCE FORMS (SF 424)

Forms can be downloaded at

<http://training.fws.gov/fedaids/toolkit/toolkit.pdf>

15. U.S. DEPARTMENT OF THE INTERIOR CERTIFICATIONS (SF DI-1350 and DI-2010)

Certifications Regarding Civil Rights, Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.

16. BOATING ACCESS PROGRAM QUESTIONNAIRE

BOATING ACCESS GRANT APPLICANT CERTIFICATION

I. SPONSOR: _____

A. Address: _____

B. Comptroller Identification Number: _____

C. Contact Name and Title: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

II. PROJECT:

A. Name: _____

B. Physical Address: _____

III. CITY & COUNTY: _____

IV. STATE LEGISLATIVE DISTRICTS:
To find you project's legislative district numbers, please access the website at
<http://www.capitol.state.tx.us/fyi/fyi.htm>. Key in the address of the project site. Print the resulting page and
use this printout to fill in the district numbers. Please attach the printed page to your application.

A. Senate: _____ B. House: _____

V. FEDERAL CONGRESSIONAL DISTRICT: _____

VI. GRANT FUNDS REQUESTED (75% OF PROJECT): \$ _____

SOURCE OF MATCHING FUNDS _____

To the best of my knowledge and belief, all documentation in this application is true and correct; the application has been duly authorized by the governing body of the sponsor; and the sponsor agrees to comply with all program rules and procedures if grant assistance is awarded.

Signature of Official Authorized in Resolution

Typed Name

Date

SAMPLE RESOLUTION

Resolution Number _____

WHEREAS, the (City/County/Water Authority/etc.), (hereinafter the "Sponsor"), is desirous of providing for the construction of a boating access facility on (Body of Water) at (Location), and;

WHEREAS, the State of Texas, acting through the Texas Parks and Wildlife Department (hereinafter the "Department"), under the authority of Section 11.033 and 31.141 of the Parks & Wildlife Code, would provide funding for such construction, and;

WHEREAS, the construction of such a facility would be of benefit to the citizens of (City/County) as well as transient recreational boaters from the State and other states:

NOW, THEREFORE, BE IT RESOLVED: That the (City Council/Commissioner's Court/Water Board/etc.) in meeting this ____ day of _____, 20__, is hereby eligible for assistance and will enter into a project agreement with the Department to provide for said construction on a reimbursement basis, with the Sponsor providing 25% by appropriations or in-kind services, and the Department providing 75% matching funds for work accomplished.

AND BE IT FURTHER RESOLVED: The undersigned is herewith authorized to sign any or all documents pertaining to the construction;

AND BE IT FURTHER RESOLVED: That the Sponsor has matching funds available;

AND BE IT FURTHER RESOLVED: That the Sponsor will operate said facility; perform all necessary maintenance and repairs to ensure public use, health and safety; and provide security surveillance to eliminate creations of nuisance or hazard to the public or adjacent property owners; for the life of the facility (minimum 25 years);

AND BE IT FURTHER RESOLVED: That said facility will be open at all reasonable times to the public, and that revenue from any user fees will only be used to offset operation and maintenance costs of any supported facilities;

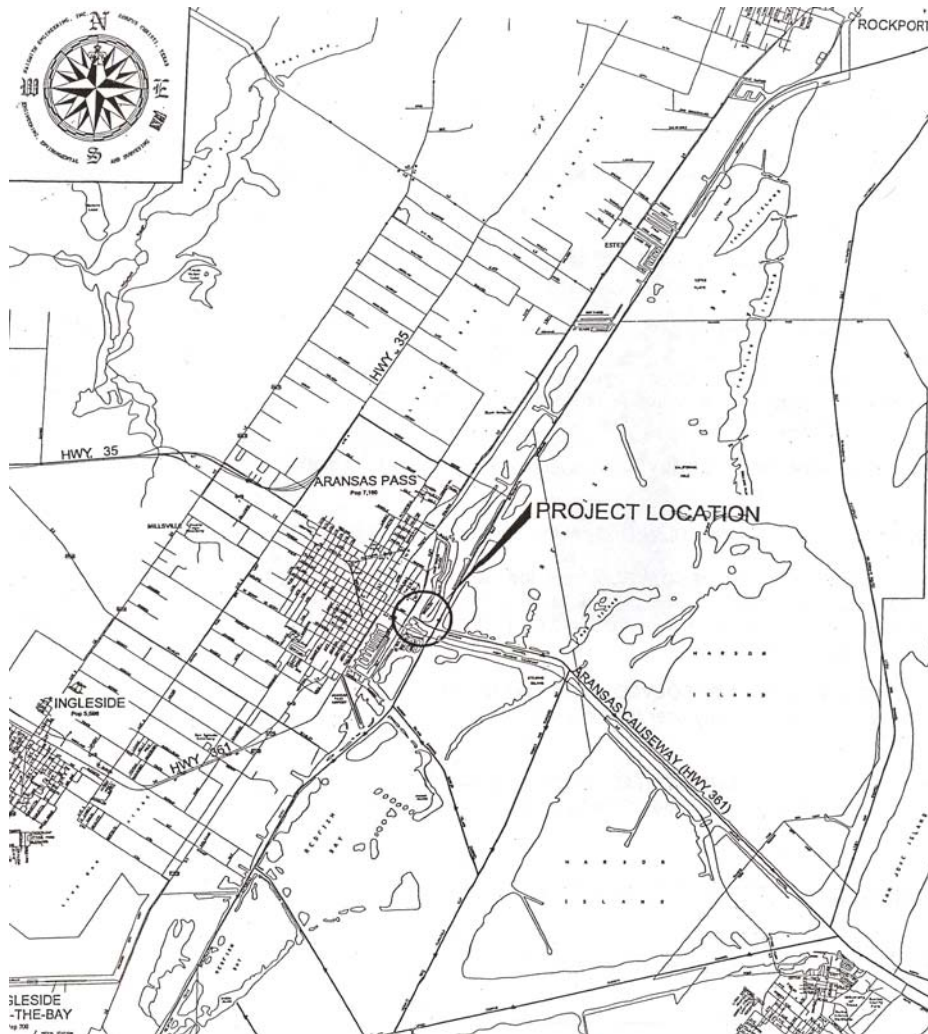
AND BE IT FURTHER RESOLVED: That the application has been submitted to the appropriate COG for review and comment, and a copy of these comments will be provided to TPWD prior to funding approval.

Signature of Official Authorized in Resolution

Typed Name, Title, and Telephone Number

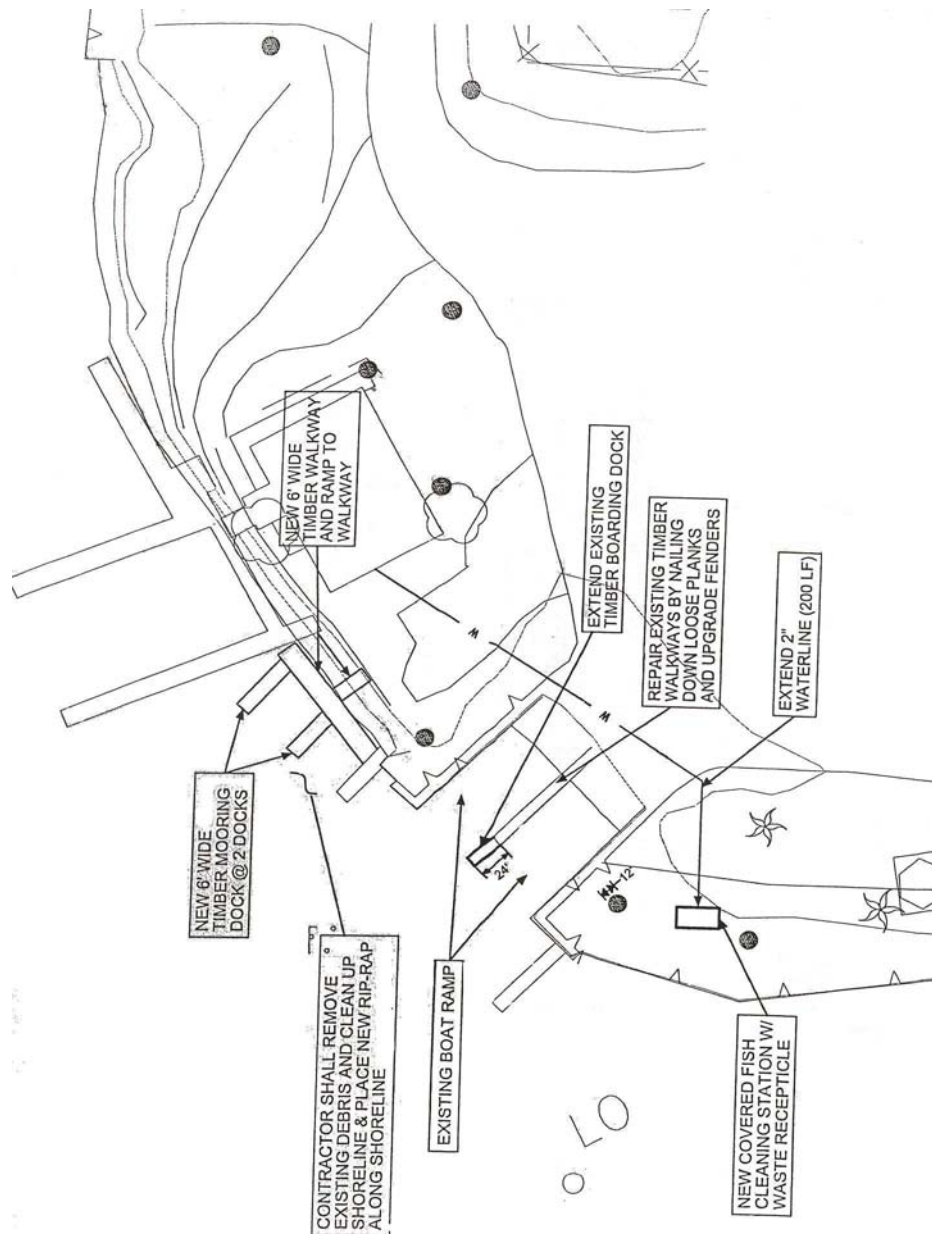
Date

Sample Project Location Map



Map size should be a full page in this document. The map above is pictured small due to file size limitations (it will be small for emailing). Click on a corner of the map and click and drag diagonally to enlarge or copy to clipboard and paste into a blank new document and enlarge before printing.

Sample Site Plan



The Sample Site Plan size should be a full page in this document. Above, it is pictured small due to file size limitations (it will be small for emailing). Click on a corner of the map and click and drag diagonally to enlarge or copy to clipboard and paste into a blank new document and enlarge before printing.

INSTRUCTIONS FOR PREPARING AN ENVIRONMENTAL ASSESSMENT

(Please Note: Multiple site projects require separate Environmental Assessments for each site)

To implement the National Environmental Policy Act of 1969 ([Public Law 91-190](#)) all projects proposed for funding assistance must be assessed for their environmental effect. The assessment must address the following eight points so the Department can determine if an environmental impact statement is needed. The "Environmental Assessment" must provide pertinent information of sufficient scope and depth to allow a sound, defensible position to be taken. In short, it must be factual, concisely documented, and not merely a justification for your project. The "Environmental Assessment" should include the following information:

Description of the Proposed Action

This section should briefly describe the project, including a list of the facilities to be developed, the need for the undertaking, plus how and when the project is to be carried out. The description should also include a general location description, the level of impact of the proposed activities, and if applicable, the project's relationship to any federal, state, or local projects and/or involvement (such as U.S. Army Corps of Engineers 404 Permit, archaeological/historical sites or surveying, State Health Department clearance, use of properties now owned or legally controlled by others, etc.). The approximate acreage to be acquired and/or developed should be identified.

Description of the Environment

The actual project site(s) and surrounding area(s) should be described in this section. Information regarding vegetation, topography, water resources, access to the site, outstanding characteristics, structures and improvements, utilities, existing and surrounding land uses, current property ownership, etc., should be addressed.

If the project area(s) contains threatened or endangered species of flora or fauna, significant mineral values, unique geologic formations, unique animal or plant ecosystems, or cultural/ archaeological/historical sites, they should be addressed in this section.

Illustrations, graphics, photographs, etc., regarding elements addressed in this section should be included.

Environmental Impacts of the Project

Directly describe those environmental elements which would be affected. Any anticipated short or long-term impacts of your project on the following elements should be addressed:

1. Land uses (project site(s) and surrounding area(s))
2. Fish and wildlife
3. Vegetation, geology, soils, and mineral resources
4. Air and water quality, water resources/hydrology
5. Historic, archaeological, or cultural resources
6. Transportation/access
7. Consumption (or savings) of energy resources
8. Socio-economic effects

"IMPACTS" (or effects) are defined as direct or indirect changes in the existing environment which are anticipated as a result of the proposed action or related future actions. These impacts may be either beneficial or adverse, and should be so identified in your description.

To the extent appropriate, this section should discuss impacts of the action, including environmental damage which could be caused by users upon the physical and biological environment, as well as upon cultural, aesthetic, and socio-economic conditions. Elements of impacts which are unknown or only partially understood should be so indicated. Any off-site impacts, such as increased traffic, residential disturbance resulting from overflow lighting systems, etc., should be addressed.

Mitigating Measures for Adverse Impacts

Adverse impacts can be either short or long-term effects. They should be identified as such and explained in this section. For those impacts considered "adverse" and caused as a result of proposed actions, explain how they will be minimized or eliminated. "Adverse" impacts which cannot be mitigated should be identified and addressed in the next section. Not every adverse impact may be amenable to mitigation, but they should be considered and weighed against the effects considered beneficial to the community and the environment.

Some examples of mitigating measures are as follows:

1. The utilization of erosion controls to prevent soil run-off during construction.
2. The routing or re-routing of vehicles or the installation of traffic controls to regulate increased traffic to, from, and around the project area(s).
3. Specialized facility/area design which includes measures to ensure public safety; minimize environmental pollution; conserve energy; allow for cost-efficient maintenance, operation, and security; or the aiming of or timed use of lighting systems to minimize disturbances to adjacent property owners in residential areas.
4. Replacement/re-establishment of specialized fish, vegetation, or wildlife habitat which will be lost or partially lost as a result of the project action.
5. Relocation of persons or businesses located within the project area(s).

Unavoidable Adverse Impacts

Those adverse effects which cannot be mitigated should be addressed in this section. The effects should be weighed against the beneficial impacts of the project. Be objective as well as analytical and avoid trying to justify or rationalize the proposed actions.

Alternatives to the Proposed Action

This section should address any and all available alternatives to the proposed action. The alternative of "NO ACTION" must be specifically addressed. Also address the basis for rejection of any alternative.

Agencies or Organizations Contacted

This section should address any and all public and/or private agencies or organizations consulted during the development of the project proposal. Please include contact information and the responses of each organization.

Floodplain and Wetland Documentation

This section is only necessary if the project involves floodplain or wetland areas, pursuant to [Executive Order 11988](#) (Floodplain Management) and [Executive Order 11990](#) (Protection of Wetlands). Exemptions from this documentation are no longer valid.

If the project does not involve floodplain or wetland areas, please state that fact.

Definitions

Floodplain: The lowland and relatively flat areas adjoining inland and coastal waters including flood-prone areas of offshore islands, including at a minimum the 100-year floodplain.

Wetlands: Those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances do or would support a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth or reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds.

Documentation Requirements

The project sponsor must inform the public that the proposed project will be located in a floodplain/wetland area, and that the project will have certain environmental impacts on that floodplain/wetland area, and must allow public comment. The following actions must be taken pursuant to the [Texas Open Meetings Act](#):

1. Publish a notice in the local media describing the proposed action in the floodplain or wetland area, and invite the public to provide their views on the proposal. This may be done by holding a public hearing or making the plans and other pertinent materials available for review at a public (such as city hall, county courthouse, public library, etc.)
2. The application must contain a copy of the published notice and any public comments received. If no public comments are received, this should be clearly stated.

Supplemental Information

The following information focusing on the floodplain or wetland area must be included:

1. The extent of direct and indirect impacts of the project on the floodplain/wetland area.

2. Measures to be taken to minimize harm to lives and property, and to the natural and beneficial floodplain/wetland values.
3. Alternative actions and locations considered in the event of an adverse impact of the project.
4. Assurances that all state, federal, and local floodplain/wetlands regulations are being met.
5. A map delineating the floodplain/wetland area as it applies to the proposed project.

**Texas Parks & Wildlife Department
State Boating Access Program**

BOATING ACCESS CONSTRUCTION PROGRAM

ENVIRONMENTAL CHECKLIST

PROJECT SPONSOR: _____

PROJECT NAME: _____

PREPARED BY: _____

I. GENERAL INFORMATION

Please circle the appropriate answer.

NO YES Are there existing overhead utilities or easements within the project area?
(If "yes", locate and label them on the site plan and boundary map.)

II. LOCATION

Water Body _____

Access _____

Freshwater/Saltwater _____

III. SURROUNDING LAND USES

Please fill in the appropriate answer. (Examples include single-family residential, multi-family residential, ranch, agricultural, industrial, commercial, retail, school, park, etc.)

North: _____

South: _____

East: _____

West: _____

IV. PROJECT ACREAGE

(Including ramp, parking, and ancillary facilities) _____ Acres

For a pdf fillable form go to <http://training.fws.gov/fedaid/toolkit/3-2185.pdf>

NEPA COMPLIANCE CHECKLIST

State:

Federal Financial Assistance Grant/Agreement/Amendment Number:

Grant/Project Name:

This proposal ☐ is; ☐ is not completely covered by categorical exclusion B.2 in 516 DM 2, Appendix ____; and/or 516 DM 6, Appendix ____.
(check (✓) one) (Review proposed activities. An appropriate categorical exclusion must be identified before completing the remainder of the Checklist. If a categorical exclusion cannot be identified, or the proposal cannot meet the qualifying criteria in the categorical exclusion, or an extraordinary circumstance applies (see below), an EA must be prepared.)

Extraordinary Circumstances:

Will This Proposal (check () yes or no for each item below):

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Have significant adverse effects on public health or safety. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Have significant adverse effects on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds (Executive Order 13186); and other ecologically significant or critical areas under Federal ownership or jurisdiction. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)]. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Have a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects. |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Have significant adverse effects on properties listed or eligible for listing on the National Register of Historic Places as determined by either the bureau or office, the State Historic Preservation Officer, the Tribal Historic Preservation Officer, the Advisory Council on Historic Preservation, or a consulting party under 36 CFR 800. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Have significant adverse effects on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant adverse effects on designated Critical Habitat for these species. |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Have the possibility of violating a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment. |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Have the possibility for a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898). |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Have the possibility to limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007). |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Have the possibility to significantly contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112). |

(If any of the above extraordinary circumstances receive a check (), an EA must be prepared.)

☐ Yes ☐ No This grant/project includes additional information supporting the Checklist.

Concurrences/Approvals:

Project Leader: _____ Date: _____

State Authority Concurrence: _____ Date: _____

(with financial assistance signature authority, if applicable)

Within the spirit and intent of the Council of Environmental Quality's regulations for implementing the National Environmental Policy Act (NEPA) and other statutes, orders, and policies that protect fish and wildlife resources, I have established the following administrative record and have determined that the grant/agreement/amendment:

- ☐ categorical exclusion as provided by 516 DM 6, Appendix 1 and/or 516 DM 2, Appendix 1. No further NEPA documentation will therefore be made.
- ☐ is not completely covered by the categorical exclusion as provided by 516 DM 6, Appendix 1 and/or 516 DM 2, Appendix 1. An EA must be prepared.

Service signature approval:

RO or WO Environmental Coordinator: _____ Date: _____

Staff Specialist, Division of Federal Assistance: _____ Date: _____
(or authorized Service representative with financial assistance signature authority)

INTRA-SERVICE SECTION 7 BIOLOGICAL EVALUATION FORM

Originating Person:
Telephone Number:
Date:

- I. Region:**
- II. Service Activity (Program):**
- III. Pertinent Species and Habitat:**
 - A. Listed species and/or their critical habitat within the action area:
 - B. Proposed species and/or proposed critical habitat within the action area:
 - C. Candidate species within the action area:
 - D. Include species/habitat occurrence on a map.
- IV. Geographic area or station name and action:**
- V. Location (attach map):**
 - A. Ecoregion number and name:
 - B. County and state:
 - C. Section, township, and range (or latitude and longitude):
 - D. Distance (miles) and direction to nearest town:
 - E. Species/habitat occurrence:
- VI. Description of proposed action (attach additional pages as needed):**
- VII. Determination of effects:**
 - A. Explanation of effects of the action on species and critical habitats in items III. A, B, and C (attach additional pages as needed):
 - B. Explanation of actions to be implemented to reduce adverse effects:

VIII. Effect determination and response requested: [* = optional]

A. Listed species/designated critical habitat:

<u>Determination</u>	<u>Response requested</u>
no effect/no adverse modification (species:)	_____ *Concurrence
may affect, but is not likely to adversely affect species/adversely modify critical habitat (species:)	_____ *Concurrence
may affect, and is likely to adversely affect species/adversely modify critical habitat (species:)	_____ Formal Consultation

B. Proposed species/proposed critical habitat:

<u>Determination</u>	<u>Response requested</u>
no effect/no adverse modification (species:)	_____ *Concurrence
may affect, but is not likely to adversely affect species/adversely modify critical habitat (species:)	_____ *Concurrence
may affect, and is likely to adversely affect species/adversely modify critical habitat (species:)	_____ Formal Consultation

C. Candidate species:

<u>Determination</u>	<u>Response requested</u>
no effect/no adverse modification (species:)	_____ *Concurrence
is likely to jeopardize candidate species (species:)	_____ Conference

Signature & title/office of supervisor at originating station

Date

IX. Reviewing ESO Evaluation:

- A. Concurrence _____ Nonconcurrence _____
B. Conference required _____
C. Informal conference required _____
D. Remarks (attach additional pages as needed):

Signature

Date

SAMPLE

BUDGET SUMMARY OF PROJECT ELEMENTS AND COSTS

(Insert name of project here)

(1) PROFESSIONAL SERVICES			\$26,666.00	*
A.	Application Preparation	\$1,000.00		
B.	Corps of Engineers 404 Permit	\$5,000.00		
C.	Cultural Resources Survey	\$2,000.00		
D.	Plans and Specifications	\$13,666.00		
E.	Inspections	\$5,000.00		
(2) CONSTRUCTION			\$315,000.00	
A.	Site Preparation	\$5,000.00		
B.	Roads and Parking	\$70,000.00		
C.	Bulkhead (100-Linear Feet)	\$20,000.00		
D.	Boat Ramps (4 Lanes)	\$100,000.00		
E.	Courtesy Docks (3)	\$15,000.00		
F.	Restroom	\$75,000.00		
G.	Dredging	\$20,000.00		
H.	Area Lighting	\$8,000.00		
I.	Signs	\$2,000.00		
TOTAL PROJECT:			\$341,666.00	
GRANT REQUEST (75%):			**\$256,249.50	
SPONSOR MATCH (25%):			\$85,416.50	

*	The amount requested for professional services cannot exceed 12% of the total for Section II.
**	The grant request cannot exceed \$500,000.

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED		Applicant Identifier	
1. TYPE OF SUBMISSION Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE 4. DATE RECEIVED BY FEDERAL AGENCY	
				State Application Identifier	
				Federal Identifier	
5. APPLICANT INFORMATION					
Legal Name:			Organizational Unit:		
			Department:		
Organizational DUNS: 43136796			Division:		
Address:			Name and telephone number of the person to be contacted on matters involving this application (give area code):		
Street:			Prefix:		First Name:
City:			Middle Name:		
County:			Last Name:		
State:		Zip Code: -		Suffix:	
Country: USA			Email:		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px;"></div>			Phone Number (give area code): - -		Fax Number (give area code): - -
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See instructions for description of letters.) <input type="checkbox"/> <input type="checkbox"/> Other (specify)			7. TYPE OF APPLICANT: (See instructions for Application Types) Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="border: 1px solid black; padding: 2px; display: inline-block;">1 5 • 6 0 5</div> TITLE (Name of Program) Sport Fish & Restoration, Boating Access			9. NAME OF FEDERAL AGENCY: U. S. Department of Interior, Fish and Wildlife Service		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, State, etc.):			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:		
13. PROPOSED PROJECT			14. CONGRESSIONAL DISTRICTS OF:		
Start Date:		Ending Date:		a. Applicant b. Project	
15. ESTIMATED FUNDING:			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal b. Applicant c. State d. Local e. Other f. Program Income g. TOTAL			a. Yes. <input type="checkbox"/> THIS PREAPPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
			17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes", attach an explanation. <input type="checkbox"/> No		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THE DOCUMENT, AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative					
Prefix:		First Name:		Middle Name:	
Last Name:				Suffix:	
b. Title:				c. Telephone Number (give area code): - -	
d. Signature of Authorized Representative				e. Date Signed:	

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY (TPWD).

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For pre-applications, use a separate sheet to provide a summary description of this project.																																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																																
3.	State use only (if applicable)	13.	Enter the proposed start date and end date of the project.																																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project.																																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																																
7.	Select the appropriate letter in the space provided. <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 5%;">A.</td><td style="width: 35%;">State</td><td style="width: 5%;">I.</td><td style="width: 55%;">State Controlled Institution of Higher Learning</td></tr> <tr> <td>B.</td><td>County</td><td>J.</td><td>Private Industry</td></tr> <tr> <td>C.</td><td>Municipal</td><td>K.</td><td>Indian Tribe</td></tr> <tr> <td>D.</td><td>Township</td><td>L.</td><td>Individual</td></tr> <tr> <td>E.</td><td>Interstate</td><td>M.</td><td>Profit Organization</td></tr> <tr> <td>F.</td><td>Intermunicipal</td><td>N.</td><td>Other (Specify)</td></tr> <tr> <td>G.</td><td>Special District</td><td>O.</td><td>Not for Profit Organization</td></tr> <tr> <td>H.</td><td>Independent School District</td><td></td><td></td></tr> </table>	A.	State	I.	State Controlled Institution of Higher Learning	B.	County	J.	Private Industry	C.	Municipal	K.	Indian Tribe	D.	Township	L.	Individual	E.	Interstate	M.	Profit Organization	F.	Intermunicipal	N.	Other (Specify)	G.	Special District	O.	Not for Profit Organization	H.	Independent School District			17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes
A.	State	I.	State Controlled Institution of Higher Learning																																
B.	County	J.	Private Industry																																
C.	Municipal	K.	Indian Tribe																																
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F.	Intermunicipal	N.	Other (Specify)																																
G.	Special District	O.	Not for Profit Organization																																
H.	Independent School District																																		
8.	Select the type from the following list: "New" means a new assistance award. "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter: <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 5%;">A.</td><td style="width: 35%;">Increase Award</td><td style="width: 5%;">B.</td><td style="width: 55%;">Decrease Award</td></tr> <tr> <td>C.</td><td>Increase Duration</td><td>D.</td><td>Decrease Duration</td></tr> </table>	A.	Increase Award	B.	Decrease Award	C.	Increase Duration	D.	Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)																								
A.	Increase Award	B.	Decrease Award																																
C.	Increase Duration	D.	Decrease Duration																																
9.	Name of Federal agency from which assistance is being requested with this application.																																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																																		

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column A - B)
1. Administrative and legal expenses			
2. Land, structures, rights-of-way, appraisals, etc.			
3. Relocation expenses and payments			
4. Architectural and engineering fees			
5. Other architectural and engineering fees			
6. Project inspection fees			
7. Site work			
8. Demolition and removal			
9. Construction			
10. Equipment			
11. Miscellaneous			
12. SUBTOTAL (sum of lines 1-11)			
13. Contingencies			
14. SUBTOTAL			
15. Project (program) income			
16. TOTAL PROJECT COSTS (subtract #15 from #14)			
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: Enter eligible costs from line 16c _____ and multiply by ____ % (Consult ARC State office for percentage share.) Enter the resulting Federal share.			

Standard Form 424C (7-97)

Prescribed by OMB Circular A-102

INSTRUCTIONS FOR THE SF-424C

Column a.	<p>If this is an application for a "new" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATIONS."</p> <p>If this application entails a change to an existing award, enter the eligible amounts approved under the previous award for the items under "COST CLASSIFICATIONS."</p>
Column b.	<p>If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is not allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.</p> <p>If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.</p>
Column c.	<p>This is the net of lines 1 through 16 in columns "a." and "b."</p>
Line 1	<p>Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchase of land which is allowable for Fed</p>
Line 2	<p>Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).</p>
Line 3	<p>Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.</p>
Line 4	<p>Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).</p>
Line 5	<p>Enter estimated engineering costs, such as surveys, tests, soil borings, etc.</p>
Line 6	<p>Enter estimated engineering inspection costs.</p>
Line 7	<p>Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.</p>
Line 8	<p>NOTE: INSTRUCTIONS NOT PROVIDED FOR THIS LINE.</p>
Line 9	<p>Enter estimated cost of the construction contract.</p>
Line 10	<p>Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.</p>
Line 11	<p>Enter estimated miscellaneous.</p>
Line 12	<p>Total of items 1 through 11.</p>
Line 13	<p>Enter estimated contingency costs. (Consult the Federal Agency for the percentage of the estimated construction cost to use.)</p>
Line 14	<p>Enter the total of lines 12 and 13.</p>
Line 15	<p>Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.</p>
Line 16	<p>Subtract line 15 from line 14.</p>
Line 17	<p>This clock is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) an</p>

**U.S Department of the Interior
CIVIL RIGHTS ASSURANCE**

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

(Signature of Official Authorized in Resolution)

(Name and Title)

(Date)

DI-1350 (Rev. 6/91)

**U.S. Department of the Interior
Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions**

CHECK___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)
This form was electronically reproduced by TPWD.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK__IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

- A. The grantee certifies that it will or continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement;
 - (2) and Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check __if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK__IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

*CHECK___IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING
AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE
AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR
COOPERATIVE AGREEMENT.*

*CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING
THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING
\$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

STATE BOATING ACCESS PROGRAM QUESTIONNAIRE

Sponsor Name _____

Address _____

County _____

PROJECT LOCATION

Nearest Community (i.e. 12 miles Southeast of ____)

Water Body on Which the Ramp Will Be Located _____

If Lake, number of Surface Acres _____

Access to Proposed Ramp Via (Road/Hwy Name) _____

On which side of the street or highway, and on which side of the river will the ramp be located?
(e.g. – North side of Highway 9 and west side of the Colorado River)

Are there any other boat ramps on this body of water (or within 15 river miles)? ____ Yes ____ No

If yes, on a map of the waterbody locate the existing ramps and indicate the number of lanes (how many boats that may be simultaneously launched) for each ramp.

Are there any other boat ramps which will be available to the public, now under construction on the waterbody?
____ Yes ____ No **If yes, locate them on a map of the waterbody.**

**Texas Parks & Wildlife Department
State Boating Access Program**

TYPE OF PROJECT

Indicate all that apply

_____ **New Boat Ramp(s)**

_____ **Renovation of Existing Ramp**

Brief Description of Renovation

Is this project, or a portion of the project, to be located within an existing public park? _____

If yes, what is/are the name(s) of the park(s):

Estimate the number of boat launches and retrievals expected at the proposed facility.

Daily estimated boat launches and retrievals on an average WEEKDAY: _____

Daily estimated boat launches and retrievals on an average WEEKEND: _____

Preparer's Name _____

Title _____

Telephone Number _____

E-mail Address _____

ACKNOWLEDGEMENT SIGNS

On-site program acknowledgement signs are required for all approved Texas State Boating Access grant projects. Signage requirements include a temporary sign which should be displayed throughout the activity stages of a project (once land acquisitions are complete – if applicable), and a sign or plaque which must be installed and maintained at the site perpetually.

Costs for program acknowledgement signs are reimbursable for approved projects if budgeted in the "Budget Summary".

Examples of both temporary and permanent acknowledgement signs are shown below. Information shown on the examples is the minimum information required by the Texas State Boating Access Program.

TEMPORARY SIGN (Minimum Size – 4' x 8')

THE CITY/COUNTY/DISTRICT OF (SPONSOR'S NAME)		
A PUBLIC BOATING ACCESS SITE AIDED BY		
<u>THE FEDERAL AID IN SPORT FISH RESTORATION ACT</u>		
Funded by Federal Gasoline Taxes Paid by Recreational Boaters		
ADMINISTERED BY THE		
TEXAS PARKS AND WILDLIFE DEPARTMENT		
FOR THE		
U.S. DEPARTMENT OF THE INTERIOR/FISH & WILDLIFE SERVICE		
<u>FUNDING</u>		
Federal Aid	75%	\$ 300,000
(City/County/District)	25%	\$ 100,000
Total Project		\$ 400,000

PERMANENT SIGN OR PLAQUE (Minimum Size – 10" x 12")

Project Name
A Federal Aid In Sport Fish Restoration Act Project
Sponsored By
The City/County/District of (Sponsor's Name)
Texas Parks & Wildlife Department
U.S. Department Of Interior/Fish & Wildlife Service

APPLICATION CHECKLIST

TEXAS STATE BOATING ACCESS PROGRAM

This checklist is provided to assist with the preparation and submission of a grant application through the Texas State Boating Access Program. Please organize documents in the order listed below and submit four (4) full sets of all required documentation (1 original and 3 copies), separately bound. Please refer to sections of the Procedural Guide for detail application instructions.

The Department reserves the right to return applications, which are not complete in fairness to other applicants competing for limited funds. Please be sure to include all required documents, follow instructions closely, and call Recreation Grants at 512/912-7124 if you have any questions.

The following documents are required for a complete application:

- _____ Cover Letter
- _____ Resolution Authorizing the Application (Executed)
- _____ Federal Application Form – SF-424 (Application for Federal Assistance)
- _____ Federal Application Form – SF-424c (Budget Information – Construction Programs)
- _____ Environmental Assessment(s)
- _____ Location Map
- _____ Budget Summary of Project Elements & Costs
- _____ Site Plan and Boundary Map
- _____ Proof of Ownership & Legal Control (Recorded Deeds, Draft Lease/Easement Agreements)
- _____ Texas State Boating Access Program Questionnaire
- _____ Texas State Boating Access Program Applicant's Certification
- _____ Certification & Program Assurances (Federal Form - DI 2010)
- _____ Regional Planning Commission "TRACS" Letter (When Available)
- _____ U.S. Army Corps of Engineers Review Comments/Clearance/404 Permit (If Applicable)
- _____ Photographs of the Project Area(s)
- _____ Letters of Commitment & Draft Agreements for All Other Governmental/School Participation
- _____ Letters of Commitment For All Land, Cash, Labor, Equipment & Materials To Be Donated

**Texas Parks & Wildlife Department
State Boating Access Program**

Recreation Grants Branch Contact Information

Mailing Address: Texas Parks & Wildlife Recreation Grants Branch 4200 Smith School Road Austin, Texas 78744		Office Location: Texas Parks & Wildlife Recreation Grants Branch 1340 Airport Commerce Drive Building 6, Suite 600A Austin, Texas 78741
<p>Website: http://www.tpwd.state.tx.us/business/grants/</p> <p>Email: Rec.Grants@tpwd.state.tx.us</p> <p>Telephone: (512) 389-8224 Fax: (512) 389-8242</p> <p>TPWD Main Numbers: 1-800-792-1112 or 512 389-4800</p>		

**Texas Parks & Wildlife Department
State Boating Access Program**

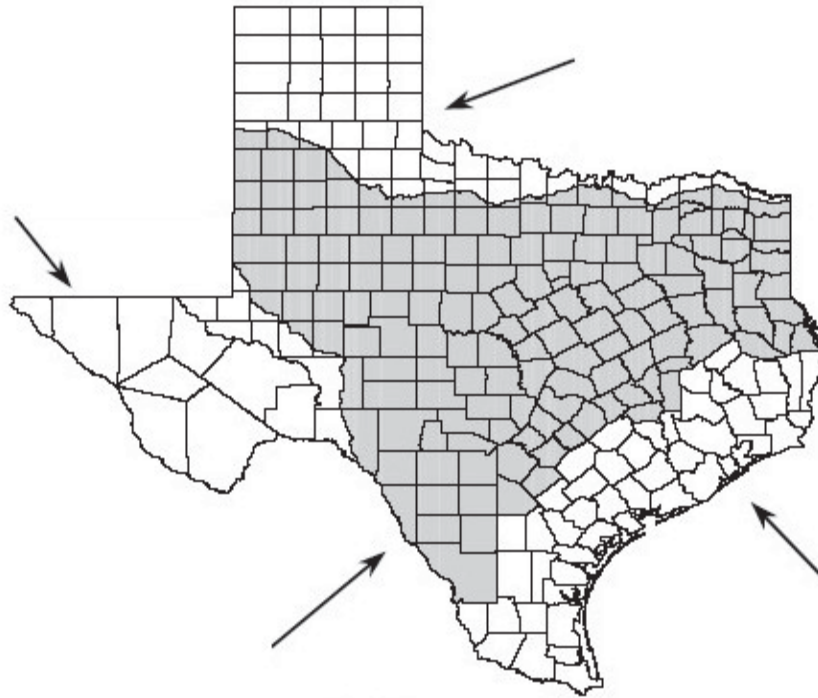
U. S. Army Corps of Engineers Districts within the State of Texas

ALBUQUERQUE DISTRICT

El Paso Regulatory Office,
CESPA-OD-R-EP
Bldg. 6380 Morgan Road, 79906
P.O. Box 6096
Fort Bliss, Texas 79906-0096
(915) 568-1359

TULSA DISTRICT

Regulatory Branch, CESWT-PE-R
1645 South 101 East Avenue
Tulsa, OK 74128-4609
(918) 669-7400



February 5, 2002

FORT WORTH DISTRICT

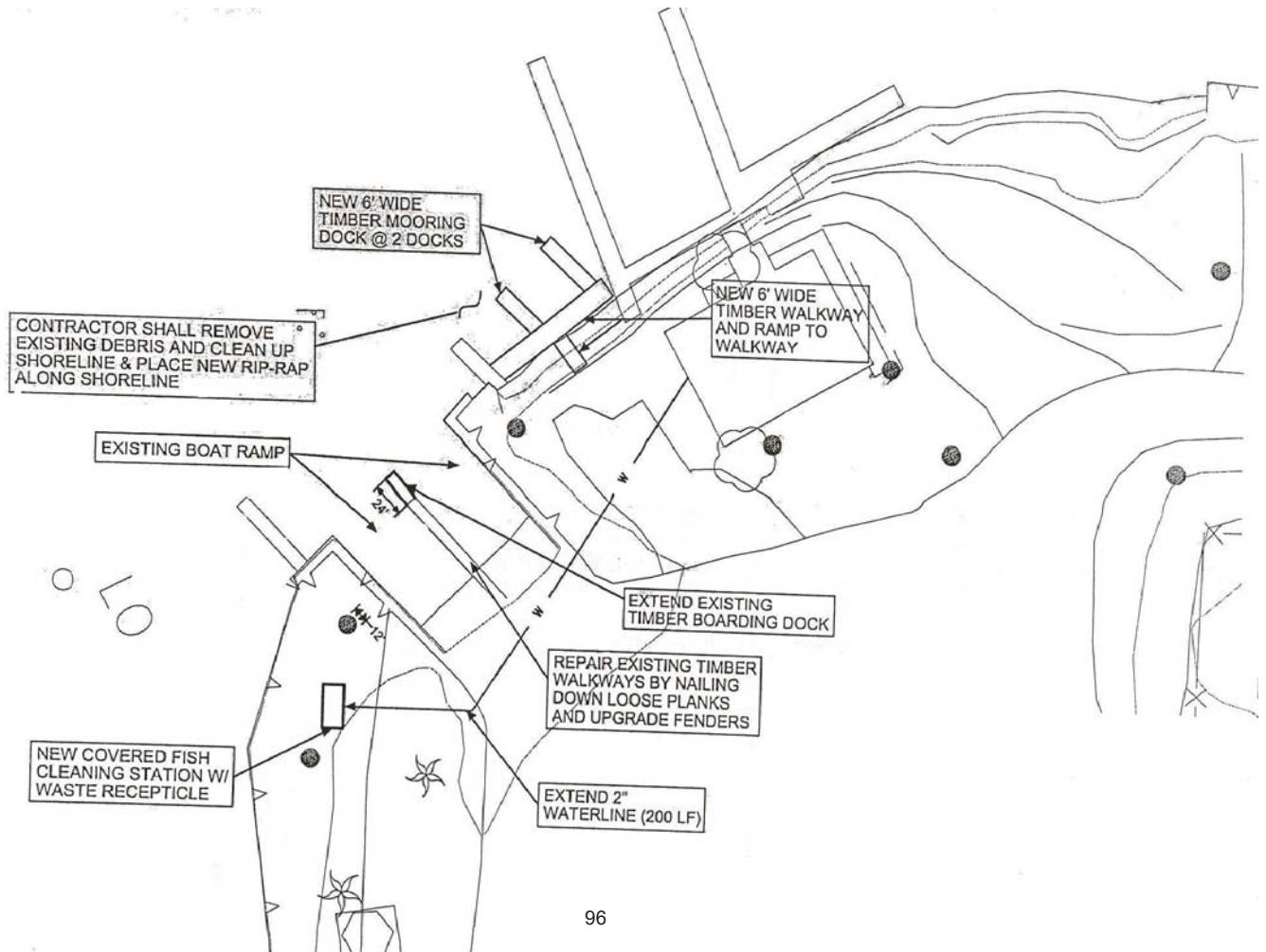
Regulatory Branch, CESWF-PER-R
819 Taylor Street, Room 3A37
P.O. Box 17300
Fort Worth, Texas 76102-0300
(817) 886-1731

GALVESTON DISTRICT

Regulatory Branch,
CESWG-PE-R
2000 Fort Point Rd.
P.O. Box 1229
Galveston, Texas 77553-1229
(409) 766-3930

SAMPLE SITE PLAN FOR STATE BOATING ACCESS PROGRAM

Site Plan must include site boundary dimensions or metes and bounds description, layout of proposed improvements (ramp, parking, dock, access road to the nearest street, and restrooms), directional arrow and scale, and utilities easements (above and below ground).



SAMPLE

BUDGET SUMMARY OF PROJECT ELEMENTS AND COSTS

(Insert name of project here)

(1) PROFESSIONAL SERVICES			\$26,666.00	*
A.	Application Preparation	\$1,000.00		
B.	Corps of Engineers 404 Permit	\$5,000.00		
C.	Cultural Resources Survey	\$2,000.00		
D.	Plans and Specifications	\$13,666.00		
E.	Inspections	\$5,000.00		
(2) CONSTRUCTION			\$315,000.00	
A.	Site Preparation	\$5,000.00		
B.	Roads and Parking	\$70,000.00		
C.	Bulkhead (100-Linear Feet)	\$20,000.00		
D.	Boat Ramps (4 Lanes)	\$100,000.00		
E.	Courtesy Docks (3)	\$15,000.00		
F.	Restroom	\$75,000.00		
G.	Dredging	\$20,000.00		
H.	Area Lighting	\$8,000.00		
I.	Signs (see next page)	\$2,000.00		
TOTAL PROJECT:			\$341,666.00	
GRANT REQUEST (75%):			**\$256,249.50	
SPONSOR MATCH (25%):			\$85,416.50	

*	The amount requested for professional services cannot exceed 12% of the total for Section II.
**	The grant request cannot exceed \$500,000.

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Project Name
A Federal Aid In Sport Fish Restoration Act Project
Sponsored By
The City/County/District of (Sponsor's Name)
Texas Parks & Wildlife Department
U.S. Department Of Interior/Fish & Wildlife Service

INSTRUCTIONS FOR PREPARING AN ENVIRONMENTAL ASSESSMENT

(Please Note: Multiple site projects require separate Environmental Assessments for each site)

To implement the National Environmental Policy Act of 1969 ([Public Law 91-190](#)) all projects proposed for funding assistance must be assessed for their environmental effect. The assessment must address the following eight points so the Department can determine if an environmental impact statement is needed. The "Environmental Assessment" must provide pertinent information of sufficient scope and depth to allow a sound, defensible position to be taken. In short, it must be factual, concisely documented, and not merely a justification for your project. The "Environmental Assessment" should include the following information:

Description of the Proposed Action

This section should briefly describe the project, including a list of the facilities to be developed, the need for the undertaking, plus how and when the project is to be carried out. The description should also include a general location description, the level of impact of the proposed activities, and if applicable, the project's relationship to any federal, state, or local projects and/or involvement (such as U.S. Army Corps of Engineers 404 Permit, archaeological/historical sites or surveying, State Health Department clearance, use of properties now owned or legally controlled by others, etc.). The approximate acreage to be acquired and/or developed should be identified.

Description of the Environment

The actual project site(s) and surrounding area(s) should be described in this section. Information regarding vegetation, topography, water resources, access to the site, outstanding characteristics, structures and improvements, utilities, existing and surrounding land uses, current property ownership, etc., should be addressed.

If the project area(s) contains threatened or endangered species of flora or fauna, significant mineral values, unique geologic formations, unique animal or plant ecosystems, or cultural/ archaeological/historical sites, they should be addressed in this section.

Illustrations, graphics, photographs, etc., regarding elements addressed in this section should be included.

Environmental Impacts of the Project

Directly describe those environmental elements which would be affected. Any anticipated short or long-term impacts of your project on the following elements should be addressed:

1. Land uses (project site(s) and surrounding area(s))
2. Fish and wildlife
3. Vegetation, geology, soils, and mineral resources
4. Air and water quality, water resources/hydrology
5. Historic, archaeological, or cultural resources
6. Transportation/access
7. Consumption (or savings) of energy resources
8. Socio-economic effects

"IMPACTS" (or effects) are defined as direct or indirect changes in the existing environment which are anticipated as a result of the proposed action or related future actions. These impacts may be either beneficial or adverse, and should be so identified in your description.

To the extent appropriate, this section should discuss impacts of the action, including environmental damage which could be caused by users upon the physical and biological environment, as well as upon cultural, aesthetic, and socio-economic conditions. Elements of impacts which are unknown or only partially understood should be so indicated. Any off-site impacts, such as increased traffic, residential disturbance resulting from overflow lighting systems, etc., should be addressed.

Mitigating Measures for Adverse Impacts

Adverse impacts can be either short or long-term effects. They should be identified as such and explained in this section. For those impacts considered "adverse" and caused as a result of proposed actions, explain how they will be minimized or eliminated. "Adverse" impacts which cannot be mitigated should be identified and addressed in the next section. Not every adverse impact may be amenable to mitigation, but they should be considered and weighed against the effects considered beneficial to the community and the environment.

Some examples of mitigating measures are as follows:

1. The utilization of erosion controls to prevent soil run-off during construction.
2. The routing or re-routing of vehicles or the installation of traffic controls to regulate increased traffic to, from, and around the project area(s).
3. Specialized facility/area design which includes measures to ensure public safety; minimize environmental pollution; conserve energy; allow for cost-efficient maintenance, operation, and security; or the aiming of or timed use of lighting systems to minimize disturbances to adjacent property owners in residential areas.
4. Replacement/re-establishment of specialized fish, vegetation, or wildlife habitat which will be lost or partially lost as a result of the project action.
5. Relocation of persons or businesses located within the project area(s).

Unavoidable Adverse Impacts

Those adverse effects which cannot be mitigated should be addressed in this section. The effects should be weighed against the beneficial impacts of the project. Be objective as well as analytical and avoid trying to justify or rationalize the proposed actions.

Alternatives to the Proposed Action

This section should address any and all available alternatives to the proposed action. The alternative of "NO ACTION" must be specifically addressed. Also address the basis for rejection of any alternative.

Agencies or Organizations Contacted

This section should address any and all public and/or private agencies or organizations consulted during the development of the project proposal. Please include contact information and the responses of each organization.

Floodplain and Wetland Documentation

This section is only necessary if the project involves floodplain or wetland areas, pursuant to [Executive Order 11988](#) (Floodplain Management) and [Executive Order 11990](#) (Protection of Wetlands). Exemptions from this documentation are no longer valid.

If the project does not involve floodplain or wetland areas, please state that fact.

Definitions

Floodplain: The lowland and relatively flat areas adjoining inland and coastal waters including flood-prone areas of offshore islands, including at a minimum the 100-year floodplain.

Wetlands: Those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances do or would support a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth or reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds.

Documentation Requirements

The project sponsor must inform the public that the proposed project will be located in a floodplain/wetland area, and that the project will have certain environmental impacts on that floodplain/wetland area, and must allow public comment. The following actions must be taken pursuant to the [Texas Open Meetings Act](#):

1. Publish a notice in the local media describing the proposed action in the floodplain or wetland area, and invite the public to provide their views on the proposal. This may be done by holding a public hearing or making the plans and other pertinent materials available for review at a public (such as city hall, county courthouse, public library, etc.)
2. The application must contain a copy of the published notice and any public comments received. If no public comments are received, this should be clearly stated.

Supplemental Information

The following information focusing on the floodplain or wetland area must be included:

1. The extent of direct and indirect impacts of the project on the floodplain/wetland area.

2. Measures to be taken to minimize harm to lives and property, and to the natural and beneficial floodplain/wetland values.
3. Alternative actions and locations considered in the event of an adverse impact of the project.
4. Assurances that all state, federal, and local floodplain/wetlands regulations are being met.
5. A map delineating the floodplain/wetland area as it applies to the proposed project.

BOATING ACCESS CONSTRUCTION PROGRAM

ENVIRONMENTAL CHECKLIST

PROJECT SPONSOR: _____

PROJECT NAME: _____

PREPARED BY: _____

I. GENERAL INFORMATION

Please circle the appropriate answer.

NO YES Are there existing overhead utilities or easements within the project area?
(If "yes", locate and label them on the site plan and boundary map.)

II. LOCATION

Water Body _____

Access _____

Freshwater/Saltwater _____

III. SURROUNDING LAND USES

Please fill in the appropriate answer. (Examples include single-family residential, multi-family residential, ranch, agricultural, industrial, commercial, retail, school, park, etc.)

North: _____

South: _____

East: _____

West: _____

IV. PROJECT ACREAGE

(Including ramp, parking, and ancillary facilities) _____ Acres

For a pdf fillable form go to <http://training.fws.gov/fedaid/toolkit/3-2185.pdf>

NEPA COMPLIANCE CHECKLIST

State:

Federal Financial Assistance Grant/Agreement/Amendment Number:

Grant/Project Name:

This proposal ☐ is; ☐ is not completely covered by categorical exclusion B.2 in 516 DM 2, Appendix ____; and/or 516 DM 6, Appendix ____.
(check (✓) one) (Review proposed activities. An appropriate categorical exclusion must be identified before completing the remainder of the Checklist. If a categorical exclusion cannot be identified, or the proposal cannot meet the qualifying criteria in the categorical exclusion, or an extraordinary circumstance applies (see below), an EA must be prepared.)

Extraordinary Circumstances:

Will This Proposal (check () yes or no for each item below):

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Have significant adverse effects on public health or safety. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Have significant adverse effects on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds (Executive Order 13186); and other ecologically significant or critical areas under Federal ownership or jurisdiction. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)]. |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Have a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects. |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Have significant adverse effects on properties listed or eligible for listing on the National Register of Historic Places as determined by either the bureau or office, the State Historic Preservation Officer, the Tribal Historic Preservation Officer, the Advisory Council on Historic Preservation, or a consulting party under 36 CFR 800. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Have significant adverse effects on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant adverse effects on designated Critical Habitat for these species. |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Have the possibility of violating a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment. |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Have the possibility for a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898). |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Have the possibility to limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007). |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Have the possibility to significantly contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112). |

(If any of the above extraordinary circumstances receive a check (), an EA must be prepared.)

☐ Yes ☐ No This grant/project includes additional information supporting the Checklist.

Concurrences/Approvals:

Project Leader: _____ Date: _____

State Authority Concurrence: _____ Date: _____

(with financial assistance signature authority, if applicable)

Within the spirit and intent of the Council of Environmental Quality's regulations for implementing the National Environmental Policy Act (NEPA) and other statutes, orders, and policies that protect fish and wildlife resources, I have established the following administrative record and have determined that the grant/agreement/amendment:

- ☐ categorical exclusion as provided by 516 DM 6, Appendix 1 and/or 516 DM 2, Appendix 1. No further NEPA documentation will therefore be made.
- ☐ is not completely covered by the categorical exclusion as provided by 516 DM 6, Appendix 1 and/or 516 DM 2, Appendix 1. An EA must be prepared.

Service signature approval:

RO or WO Environmental Coordinator: _____ Date: _____

Staff Specialist, Division of Federal Assistance: _____ Date: _____
(or authorized Service representative with financial assistance signature authority)

INTRA-SERVICE SECTION 7 BIOLOGICAL EVALUATION FORM

Originating Person:
Telephone Number:
Date:

- I. Region:**
- II. Service Activity (Program):**
- III. Pertinent Species and Habitat:**
 - A. Listed species and/or their critical habitat within the action area:
 - B. Proposed species and/or proposed critical habitat within the action area:
 - C. Candidate species within the action area:
 - D. Include species/habitat occurrence on a map.
- IV. Geographic area or station name and action:**
- V. Location (attach map):**
 - A. Ecoregion number and name:
 - B. County and state:
 - C. Section, township, and range (or latitude and longitude):
 - D. Distance (miles) and direction to nearest town:
 - E. Species/habitat occurrence:
- VI. Description of proposed action (attach additional pages as needed):**
- VII. Determination of effects:**
 - A. Explanation of effects of the action on species and critical habitats in items III. A, B, and C (attach additional pages as needed):
 - B. Explanation of actions to be implemented to reduce adverse effects:

VIII. Effect determination and response requested: [* = optional]

A. Listed species/designated critical habitat:

<u>Determination</u>	<u>Response requested</u>
no effect/no adverse modification (species: _____)	_____ *Concurrence
may affect, but is not likely to adversely affect species/adversely modify critical habitat (species: _____)	_____ *Concurrence
may affect, and is likely to adversely affect species/adversely modify critical habitat (species: _____)	_____ Formal
Consultation	

B. Proposed species/proposed critical habitat:

<u>Determination</u>	<u>Response requested</u>
no effect/no adverse modification (species: _____)	_____ *Concurrence
may affect, but is not likely to adversely affect species/adversely modify critical habitat (species: _____)	_____ *Concurrence
may affect, and is likely to adversely affect species/adversely modify critical habitat (species: _____)	_____ Formal
Consultation	

C. Candidate species:

<u>Determination</u>	<u>Response requested</u>
no effect/no adverse modification (species: _____)	_____ *Concurrence
is likely to jeopardize candidate species (species: _____)	_____ Conference

Signature & title/office of supervisor at originating station

Date

IX. Reviewing ESO Evaluation:

- A. Concurrence _____ Nonconcurrence _____
B. Conference required _____
C. Informal conference required _____
D. Remarks (attach additional pages as needed):

Signature

Date

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: August 21, 2012

PROJECT: **Construction Manager at Risk contract with Starling Richardson and Change Order #1 to Guaranteed Maximum Price Amendment #1 for the Town's Animal Shelter**

DESCRIPTION: The Town selected Starling Richardson as the Construction Manager at Risk (CM@R) contractor on Tuesday, March 20, 2012 for assistance during the design with our project team on the Animal Shelter, Water Utility Billing and Town Hall Reconfiguration, Library Expansion and Various Remodel Projects. Amendment #1 for construction of the Animal Shelter and Town Hall Remodel was awarded by Council on May 14, 2012. This change order will allow the addition of a fire sprinkler system to the building.

COST: **\$20,000.00 (Animal Shelter)**

FUNDING: **Acct. Name & No**
Animal Shelter
870-6728-87-45

SCHEDULE: Amendment includes a substantial completion date of February 26, 2013 (9 months) for the Animal Shelter. Change Order is requesting an additional 30 days.

RECOMMENDED ACTION: **Staff recommends Council approve Change Order #1 to the Guaranteed Maximum Price Amendment #1 for the Town's Animal Shelter in the amount of \$20,000 and an additional 30 days between the Town of Little Elm and Starling Richardson 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. Change Order #1 to Guaranteed Maximum Price
Amendment #1 for Animal Shelter

**AIA**[®]**Document G701[™] – 2001****Change Order****PROJECT** *(Name and address):*Town of Little Elm Animal Shelter
Little Elm, Texas 75068**CHANGE ORDER NUMBER:** 001**DATE:** 08-15-12**OWNER:** ☐**ARCHITECT:** ☐**TO CONTRACTOR** *(Name and address):*Starling Richardson Construction, Inc.
1201 Kas Dr., Ste D
Richardson, Texas 75081**ARCHITECT'S PROJECT NUMBER:** AS#870-87-45**CONTRACT DATE:** 05-09-12**CONTRACT FOR:** General Construction**CONTRACTOR:** ☐**FIELD:** ☐**OTHER:** ☐**THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Fire Sprinkler System - Site Utilities, FDC, Vault, Fire Riser Room & Finish Out.

The original Contract Sum was	\$	1,070,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,070,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	20,000.00
The new Contract Sum including this Change Order will be	\$	1,090,000.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jim Wilson Architects

ARCHITECT *(Firm name)*

217 Wood Street, McKinney, TX 75006

ADDRESS**BY** *(Signature)**(Typed name)***DATE**

Starling Richardson Construction, Inc.

CONTRACTOR *(Firm name)*

1201 Kas Dr., Suite D, Richardson, TX

ADDRESS**BY** *(Signature)*

James B. Starling

*(Typed name)***DATE**

Town of Little Elm

OWNER *(Firm name)*

Little Elm, Texas 75068

ADDRESS**BY** *(Signature)**(Typed name)***DATE**

TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: August 21, 2012

PROJECT:

Construction Manager at Risk contract with Starling Richardson and Guaranteed Maximum Price Amendment #3 for the Town's Library Expansion

DESCRIPTION:

The Town selected Starling Richardson as the Construction Manager at Risk (CM@R) contractor on Tuesday, March 20, 2012 for assistance during the design with our project team on the Animal Shelter, Water Utility Billing and Town Hall Reconfiguration, Library Expansion and Various Remodel Projects. Amendment #1 for construction of the Animal Shelter and Town Hall Remodel was awarded by Council on May 14, 2012.

Construction Manager at Risk (CM@R) is a construction delivery method which entails a commitment by the construction manager to deliver the projects within a Guaranteed Maximum Price (GMP). The construction manager acts as a consultant to the Town in the development and design phases (preconstruction phase) and as a general contractor during the construction phase. The construction manager must manage and control construction costs to not exceed the GMP. The CM@R has been involved during the preconstruction phase to help advise the project team on budget and potential design suggestions that could save cost on the project without having to go through the general bid process to find out if the project scope is above the budget. The construction manager produces public bid packages for all the subcontractor work. This method of delivery is used by several Towns and Cities to eliminate the adversary relationship that can occur between the general contractor and the owner, manage the project's time in an efficient manner, and control budget costs.

The Guaranteed Maximum Price (GMP) Amendment #3 is an addition to a series of contract documents starting with the Little Elm Construction Manager at Risk Agreement, the Standard Form of Agreement between the Owner and Construction Manager (AIA Document A133-2009) with Exhibit A, and the General Conditions of the Contract for Construction for each

building project (AIA Document A201-2007), and
Supplementary Conditions to AIA Document A133-2009.

The Guaranteed Maximum Price (GMP) is for the construction of the Town's Library Expansion. It includes all of the general contractor's general condition costs, subcontractor costs, and a four and a half percent (4.5%) fee for profit. General condition costs include items such as direct salary of employees working directly on the project, materials, and equipment.

The Guaranteed Maximum Price is within the budget of the project with the additional addition of funds discussed with Council at the February 7, 2012 workshop. The funds include money budget this fiscal year and coming in a future budget amendment for a total of \$400,000 from the general fund and \$500,000 from the utility fund coming expenses for the Library Expansion along with expenses to move utility billing upstairs and the Town Hall Remodel. These funds include \$118,000 for technology and \$180,000 for FF&E allowances and include \$52,000 in general contingency.

COST: **\$1,282,887.00 (Library)**

FUNDING: **Acct. Name & No**
Library Expansion/Remodel
870-6728-87-41

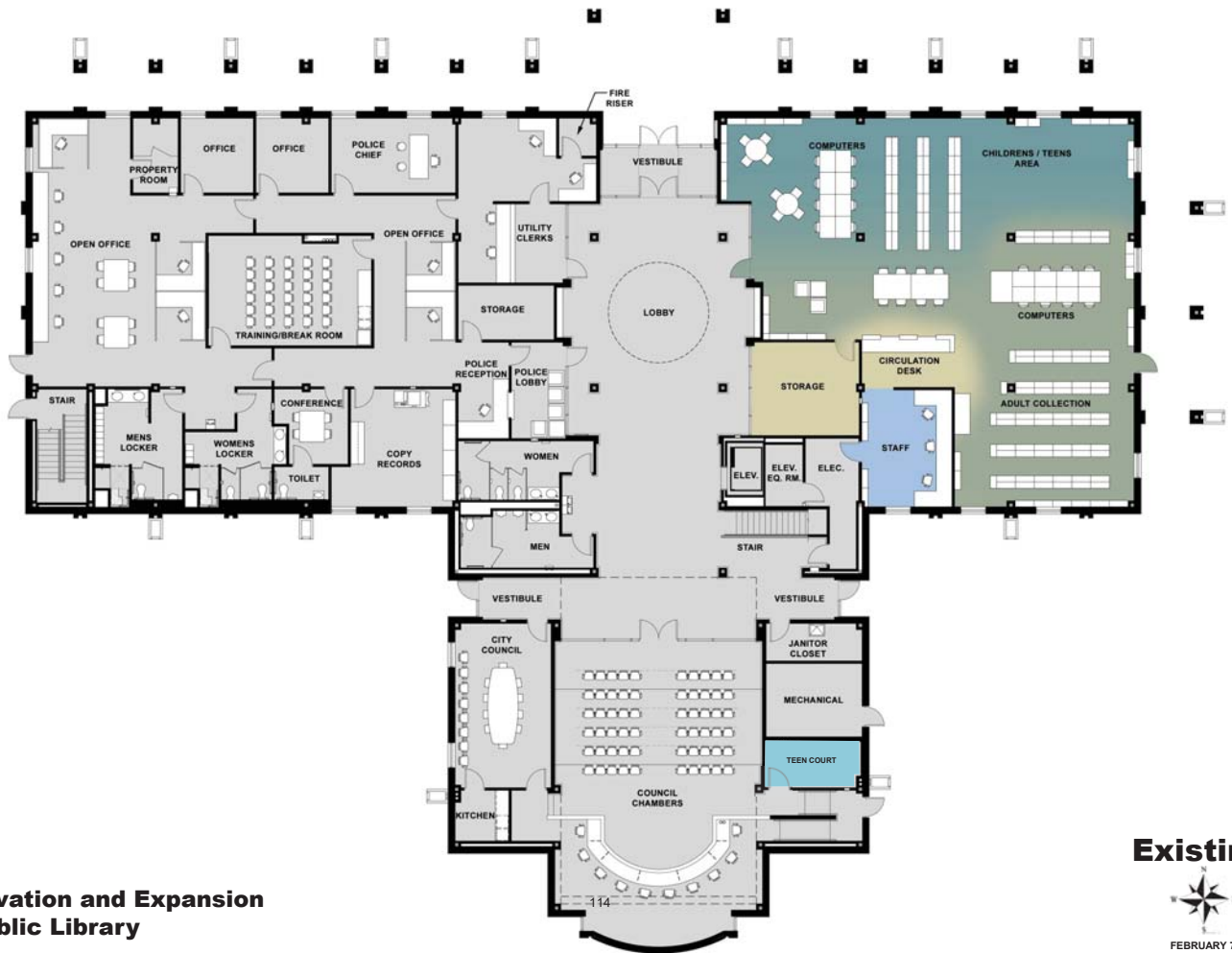
SCHEDULE: Amendment includes a substantial completion date of March 14, 2013 (9 months) with final completion 30 days after final punch list.

RECOMMENDED ACTION: **Staff recommends Council approve the Construction Manager at Risk contract and Guaranteed Maximum Price Amendment #3 for the Town's Library Expansion in the amount of \$1,282,887 between the Town of Little Elm and Starling Richardson and authorize the 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. Guaranteed Maximum Price Amendment #3
2. Construction Manager at Risk Agreement

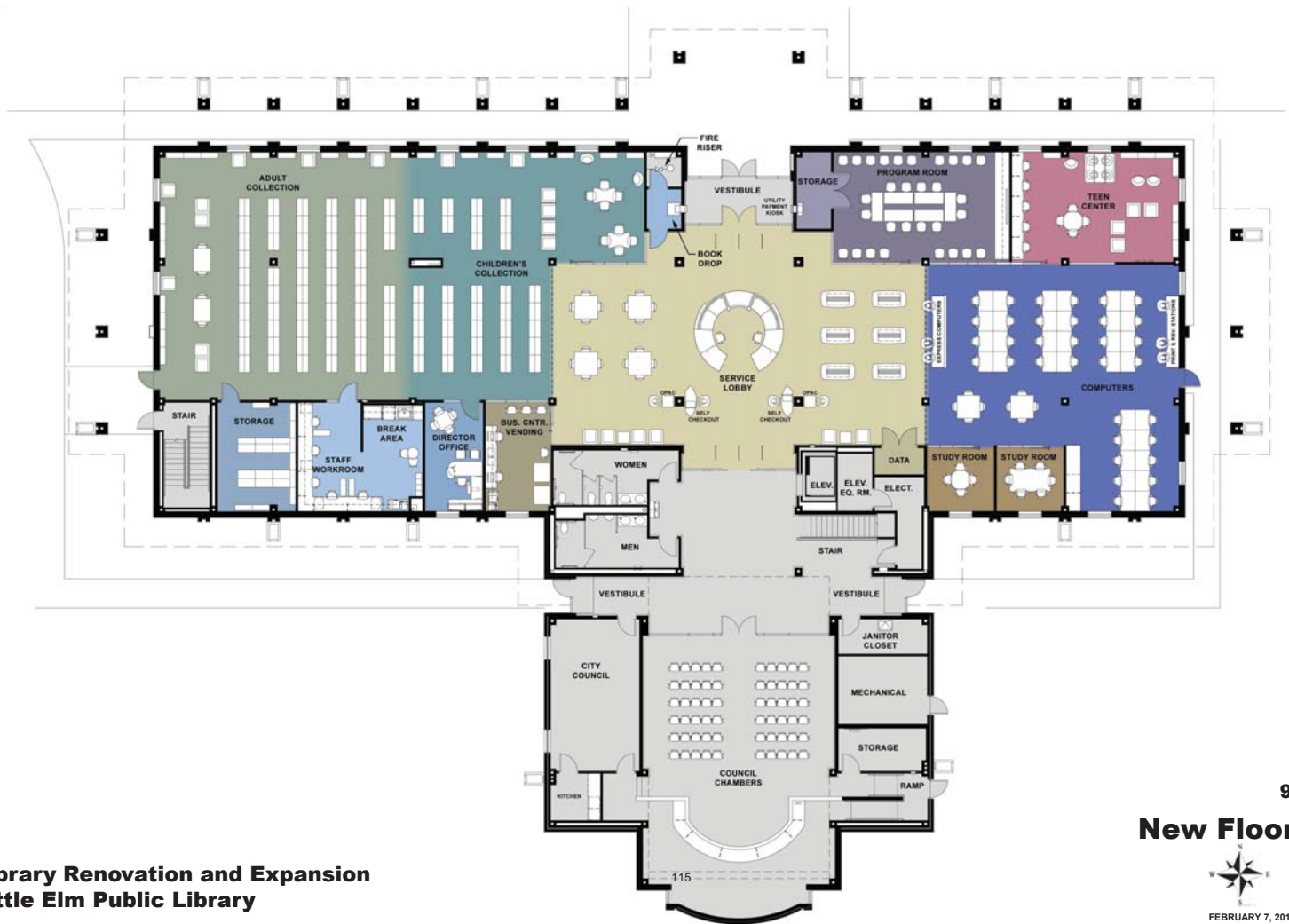


Library Renovation and Expansion
Little Elm Public Library

3,637 SF
Existing Plan

HIDELL
 ARCHITECTS
 FEBRUARY 7, 2012

**Library Renovation and Expansion
Little Elm Public Library**



**9,760 SF
New Floor Plan**



AIA Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Little Elm – Library Renovations
100 W. Eldorado Parkway
Little Elm, TX 75068

THE OWNER:

(Name, legal status and address)

Town of Little Elm
100 W. Eldorado Parkway
Little Elm, Texas 75068

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Starling Richardson Construction, Inc.
1201 Kas Drive, Suite D
Richardson, Texas 75081

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million, Two Hundred, Eighty-Two Thousand, Eight Hundred, Eighty-Seven Dollars and no/100 (\$ 1,282,887.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

See Attachment "B"

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

None

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes: (1970365238)

1

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

See Attachment "B"

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract: See Attachment "A"

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)
See Attachment "A"

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
See Attachment "A"

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

See Schedule Attachment "C"

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

May 14, 2013

OWNER (Signature)

(Printed name and title)


CONSTRUCTION MANAGER (Signature)

James B. Starling President
(Printed name and title)

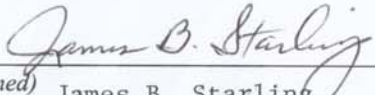
Init.

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User Notes: (1970365238)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James B. Starling, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:18:53 on 08/14/2012 under Order No. 8264773697_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed) James B. Starling

President
(Title)

08/14/2012
(Dated)

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User Notes:

(1970365238)

ATTACHMENT “A”

August 14, 2012

STARLING RICHARDSON CONSTRUCTION PROJECT INFORMATION

Project: Library Renovations
100 West Eldorado Parkway
Little Elm, Texas 75068

Owner: The Town of Little Elm
100 West Eldorado Parkway
Little Elm, TX 75068

Architect: Hidell and Associates Architects
3033 Kellway Drive, Suite 120
Carrollton, TX 75006

Plan Sheets: Cover Sheet; Index; Code 01; ADA-1, ADA-2, ADA-3, ADA-4, ADA-5; PH200;
Architectural: Demo 200, Demo 201, Demo 210, A200, A210, A220, A221, A230, A231,
A232, A300, A400, A410, A420, A600, A601, A602, A700, A701, A702, A703, A900, A901,
A1100, A1101, A1200, A1300, A1310; **Mechanical:** M001, M201; **Plumbing:** P001, P201,
P301; **Electrical:** E001, E100, E201, E301, E501 (all dated May 11, 2012).

Project Manual: Project Manual Divisions 1 thru 27 all dated May 11, 2012.

Attachment "B"

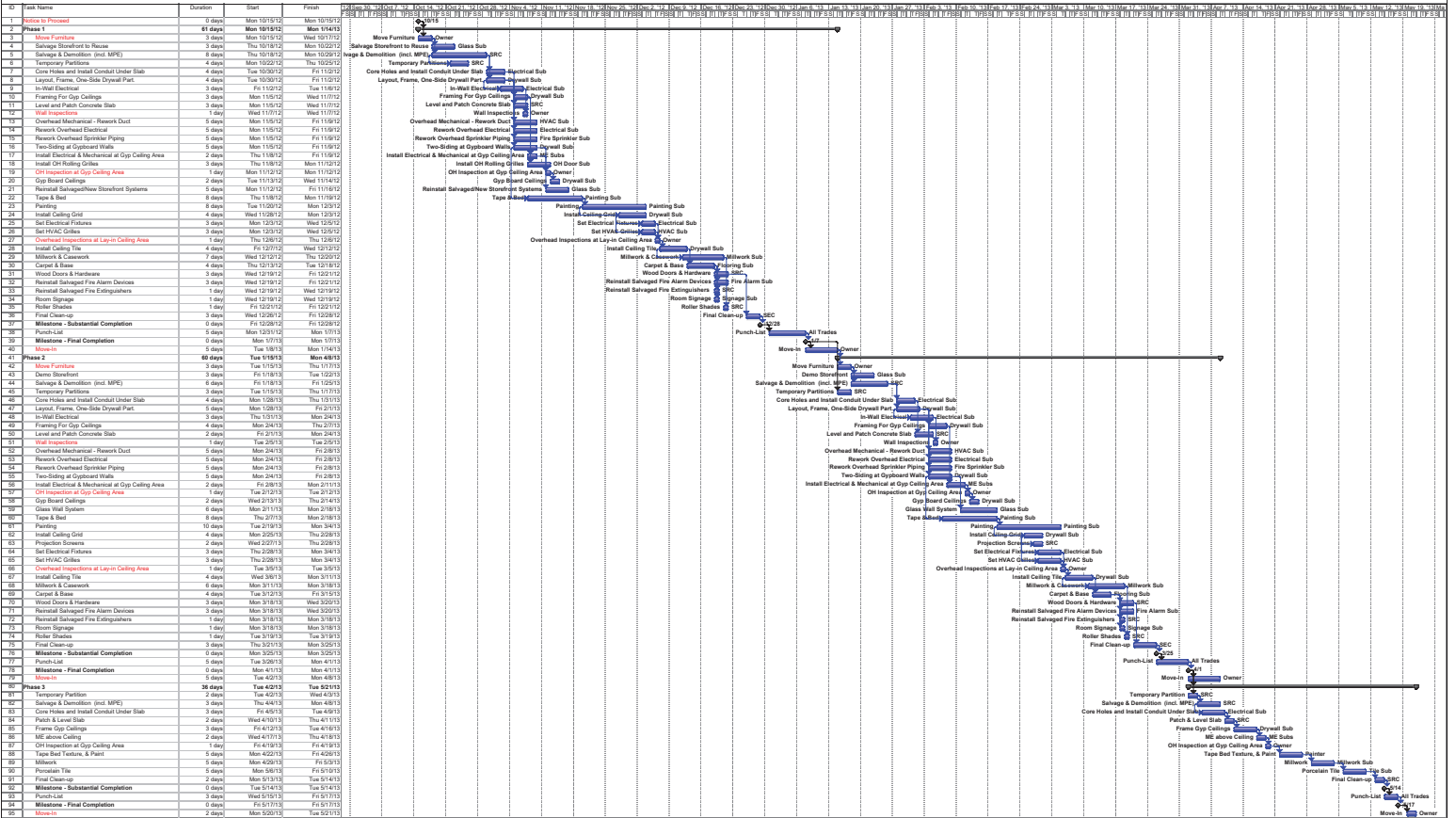
Town Of Little Elm
GMP - Library Renovations
August 14, 2008

	A	B	G
1	Item of Work	Notes	Total
2	General Conditions	SRC	75,790.00
3	Remove & Reinstall Library Furniture		10,000.00
4	Millwork, Solid Surface Tops, Panelling & Trim	TDR Millwork	54,012.00
5	Manual & Motorized Coiling Screen Doors	OH Door of Sherman	20,498.00
6	Raco Doors and Frames & Hardware	DFW Door	20,715.00
7	Hollow Metal Doors & Frames		900.00
8	Plastic Laminate Faced Wood Doors	Mtl. w/ Raco Frames	2,300.00
9	Glass Wall System & Glazing	Strategic Glass	53,018.00
10	Drywall & Acoustical Cloud Ceilings	FMC Drywall	109,000.00
11	Carpet & VCT	Fabulous Floors	50,725.00
12	Sealed Concrete	SRC	250.00
13	Paint	Shahan & Son	22,300.00
14	Blinds	Kite's Custom Interiors	8,600.00
15	Room Signage & Vinyl Letters & Ext. Signage	A Sign of Quality	3,065.00
16	Reinstall Existing Fire Extinguishers	SRC	100.00
17	HVAC & Test & Balance	Joplin Compressor Services	29,000.00
18	Plumbing	G&L Plumbing	6,625.00
19	Revisions to Wet Pipe Sprinkler System	Recon	15,000.00
20	Electrical	Intex Electric	141,500.00
21	Fire Alarm System	ASG Security	9,122.00
22	Corner Guards		250.00
23	Plastic Lockers	Charles F. Williams	2,541.00
24	Book Depository	Demco	899.00
25	50" Flat Screen TV's	PROVIDED BY OWNER	250.00
26	Data Cabling	D'Tel	12,632.00
27	Selective Interior Demolition		33,430.15
28	Construction Contingency for Misc Items		40,613.70
29	Temporary Partitions	w/ Construction Contingency Funds	0.00
30	Misc. Steel	w/ Construction Contingency Funds	0.00
31	Firestopping	w/ Construction Contingency Funds	0.00
32	New Exterior Insulation as Required	w/ Construction Contingency Funds	0.00
33	Floor Leveling @ Slab	w/ Construction Contingency Funds	0.00
34	Touch Up Painting	w/ Construction Contingency Funds	0.00
35	Protect Flooring	w/ Construction Contingency Funds	0.00
36	Equipment (Scaffolding; Lift; Etc.)	w/ Construction Contingency Funds	0.00
37	Project Close Out & As Builts	w/ Construction Contingency Funds	0.00
38	Printing Costs	w/ Construction Contingency Funds	0.00
39	Project Safety	w/ Construction Contingency Funds	0.00
40	Project Clean-up & Dumpster	w/ Construction Contingency Funds	0.00
41	Layout	w/ Construction Contingency Funds	0.00
42	Misc. Renovation & Repairs	w/ Construction Contingency Funds	0.00
43	Final Building Clean-Up	w/ Construction Contingency Funds	0.00
44	Carpentry	w/ Construction Contingency Funds	0.00
45	Material Testing Allowance	By Owner	0.00
46	Building Permit	120 By Owner	0.00

Attachment "B"

Town Of Little Elm
GMP - Library Renovations
August 14, 2008

	A	B	G
47	Construction Contingency Allowance	Allowance	52,000.00
48	Animal Shelter Allowance	Allowance	25,000.00
49	FFE Allowance	Allowance	180,000.00
50	IT Allowance	Allowance	118,000.00
51	Upstairs Allowance	Allowance	85,000.00
52	Interior Design and Consultant	Allowance	5,000.00
53	Access Control & Security System - Allow.	George McKenna	55,000.00
54	Allowance for Etched Glass	218 sf at \$30.00/sf	8,540.00
55	Speakers/Intercoms/Com Room	Allowance	21,000.00
56			1,196,885.85
57			
58	PROJECT DURATION - 5 months	5.00	
59	INSURANCE:	RATE	
60	Builder's Risk	0.00010	
61	General Liab. - Sub	0.00380	
62	General Liab. - Compl. Op.	0.00220	
63	OCP Liability	0.00131	
64	TOTAL INSURANCE		7,253.00
65	Subtotal B		1,204,138.85
66	Bond		16,327.03
67	Subtotal C		1,220,465.88
68	Construction Services Fee	4.5 %:	54,920.96
69	Subtotal D		1,275,386.84
70	Pre-Construction Services Fee		7,500.00
71		Total GMP	1,282,887.00



TOWN OF LITTLE ELM

TOWN COUNCIL

STAFF REPORT



PROJECT: Formally designating names for three (3) streets within Little Elm Park

HEARING DATES: Town Council: 01-10-12 – Work Session
08-21-12 – Regular Meeting

PLANNING ANALYSIS: At its January 10, 2012 work session, Town Council directed Staff to prepare an ordinance to officially name three (3) newly reconstructed concrete streets within Little Elm Park.

With the recent opening of the primary park entrance, it is timely to formally designate these three (3) roadways.

RECOMMENDED ACTION: Adopt Ordinance 1110

TOWN CONTACT: Dusty McAfee, AICP – Planning Manager
Jason Laumer, P.E. – Director of Development Services

ATTACHMENTS: Ordinance 1110
Street Exhibit

TOWN OF LITTLE ELM, TEXAS

ORDINANCE NO. 1110

AN ORDINANCE OF THE TOWN OF LITTLE ELM, TEXAS, DESIGNATING STREET NAMES FOR THREE (3) ROADWAYS LOCATED WITHIN LITTLE ELM PARK AS BRIDGEVIEW DRIVE, LOBO LANE, AND LIGHTHOUSE BEACH DRIVE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Little Elm ("Town") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted May 1, 2001; and

WHEREAS, three (3) roadways exist within Little Elm Park with various colloquial names commonly known to the public at large and familiar to lakeside nomenclature; and

WHEREAS, via the Lobo Lane Capital Improvement Project (CIP) the three (3) aforementioned streets were reconstructed with concrete and curb; and

WHEREAS, the Town believes that reconstruction of the three (3) streets provides an appropriate and ample opportunity to rebrand the streets with more suitable names; and

WHEREAS, the Town has initiated a request to designate street names for the three (3) roadways located in Little Elm Park, in Little Elm, Denton County, Texas; and

WHEREAS, after due deliberations and consideration of any other information and materials received at the open meeting, the Town Council has determined that the three (3) roadways located in Little Elm Park should be designated Bridgeview Drive, Lobo Lane, and Lighthouse Beach Drive, per the attached exhibit, and that these designations are in the best interest of the public health, safety, and welfare of the citizens of the Town.

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

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. STREET NAMES DESIGNATED AND SUCH. The name of three (3) roadways located in Little Elm Park are hereby designated as Bridgeview Drive, Lobo Lane, and Lighthouse Beach Drive, per the attached exhibit. The Town Manager is hereby authorized to post appropriate signage indicating the change. Former appellations of the three (3) streets shall cease from formal publication by the Town and its agents, and residents are encouraged to embrace the new names and abandon previous informal monikers and allusions.

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, and words of this Ordinance are severable, and if any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid or unconstitutional, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the Town of Little Elm, Texas, and the Town Council hereby declares that it would have adopted the valid portions and applications of the ordinance without the valid parts and to this end the provisions of this ordinance shall remain in full force and effect.

SECTION 5. REPEALER. That all ordinances of the Town of Little Elm in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of that conflict.

SECTION 6. EFFECTIVE DATE. That this Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the Town Charter.

PASSED AND APPROVED BY LITTLE ELM TOWN COUNCIL ON AUGUST 21, 2012.

The Town of Little Elm, Texas

David Hillock, Mayor

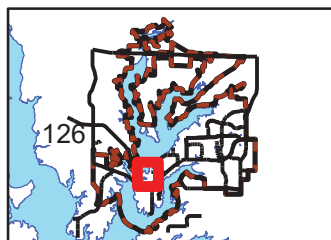
ATTEST:

Kathy Phillips, Town Secretary



Exhibit
Town of Little Elm
Denton County, Texas
Date: 8/15/2012

0 165 330 660
 Feet



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TOWN OF LITTLE ELM

AGENDA INFORMATION SHEET:

COUNCIL

MEETING DATE: August 21, 2012

PROJECT: Landscape Maintenance Services RFP and Contract

DESCRIPTION: On Tuesday, July 24, 2012 at 2:00 PM the Town received bids for the Town's Landscape Maintenance Services Request for Proposals. Bids were received from two (2) companies. The lowest bid received was from Haven Landscaping & Irrigation of Frisco, Texas in the amount of one hundred ninety-two thousand forty one dollars and zero cents (\$192,041.00). Haven has performed well on some of the smaller maintenance jobs over the last year. Haven installed the landscape on the Public Safety Building, Senior Center, and Recreation Center. Staff is comfortable that they will perform to the contract.

The Town advertised and sent out the RFP for Landscape Maintenance Services for three weeks. We sent out the proposal to every landscape services of the local HOA's, to the bidders on the recent City of Frisco landscape contract, but were only able to get two bids. This is the first time we will have a complete contract covering every property site we own and take care of. Work includes schedules for mowing, edging, litter removal, herbicide, fertilization, planter bed maintenance, pest control, tree pruning, mulching, shrub trimming, irrigation and lighting checks, and aeration.

Funding for this contract is available through the Solid Waste Fund. It can be extend up to three times in one year increments. Please see the attached RFP with exhibits.

COST: \$192,041.00

FUNDING: Acct. Name & No
Solid Waste Fund
712-6221-70-00 MOWING CONTRACT

SCHEDULE: Contract to be executed¹²⁷ upon bid approval by Town Council.

**RECOMMENDED
ACTION:**

Staff recommends Council award of the Landscape Services Contract in the amount of \$192,041.00 to Haven Landscape and Irrigation of Frisco, Texas and authorize the 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. RFP
2. Bid Tabs
3. Landscape Services Contract



TOWN OF LITTLE ELM

Bid #20120724

Landscape Maintenance Services

Area ID number	Type of Site	Name of Site	Appx Acres	Mow Tupe	total per site per year
1	Well Site	2800 W. Eldorado	1.04	Rough	\$1,791
2	ROW	W Eldorado West Side	4.92	Rough	\$9,040
3	Lift Station	W. Eldorado Pkwy	0.01	Rough	\$570
4	Lift Station	Shell Beach	0.01	Rough	\$570
5	Lobo Lane	Lobo Ln	2.66	Fine	\$10,570
6	Lift Station	Cottonwood	0.01	Rough	\$570
7A	City Hall(A)	100 W Eldorado Pkwy	2.3	Fine	\$9,020
7B	City Hall(B)	100 W Eldorado Pkwy	5.82	Rough	\$3,040
8	Old Comm. Center	101 Hardwicke	0.35	Fine	\$1,698
9	Lift Station	E. Eldorado	0.01	Rough	\$570
10	Ground Stg Tank	240 Park St	0.24	Fine	\$1,261
11	Senior/Rec Centers	301/303 Main St	5.11	Fine	\$25,935
12	Ground Stg Tank	Lake Shore Dr	0.17	Rough	\$606
13	Lift Station	Lakewood	0.01	Rough	\$473
14	Lift Station	Lakeshore	0.01	Rough	\$473
15	Service Center	1600 Mark Tree Ln	1.45	Fine	\$10,270
16	Median	Witt Rd	0.13	Fine	\$4,030
17	Median	King Rd	0.9	Fine	\$8,710
18	ROW	419 Witt Rd	0.77	Fine	\$6,875
19	Fire Station	2301 Walker Ln	1.15	Fine	\$7,035
20	Median	E Eldorado Pkwy	4.61	Fine	\$15,970
21	Culvert	Behind Goody Goody Liquors	3.51	Rough	\$2,850
22A	Pump Station(A)	Mansell Pump Stn and Big Leaf Circle	0.44	Fine	\$2,485
22B	Pump Station(B)	Mansell Pump Station	2.4	Rough	\$2,150
23	Culvert	Fm 423	0.65	Rough	\$1,615
24	Parkway	3029 Eldorado Pkwy	0.23	Fine	\$2,025
25	FM 423 Water Town	FM 423	0.94	Fine	\$2,360
26	Lift Station	Sunset Point	0.01	Fine	\$1,079
27	Median and ROW	Hart Rd	0.88	Fine	\$19,230
28	Median	Walker	3.32	Fine	\$30,085
29	Lift Station	Stardust Lift Station	0.23	Rough	\$473
30	Water Tower	Walker Tower	0.56	Fine	\$2,461
31	Lift Station	E. Eldorado	0.01	Rough	\$473
32	Lift Station	Witt Rd	0.02	Rough	\$473
33	Main Street	Main St	0.5	Fine	\$5,205
TOTAL					\$192,041

COLE LAWN SERVICE

1651 HILL LANE
LITTLE ELM TX 75068
(972) 294 - 1883
cell (214) 563 - 8836

Contract for 24 month"s

Date	Estimate #
7/22/2012	1137

Name / Address
Town of Little Elm 100 Eldorado PKWY

P.O. No.	Project
20120724	

Item	Description	Qty	Rate	Total
MOW	MOW , Well Site 2800 W.Eldorado -1	72	45.00	3,240.00
MOW	MOW ,Row W. Eldorado to City Limit	72	385.00	27,720.00
MOW	MOW ,Lift Station W. Eldorado PKWY	72	25.00	1,800.00
MOW	MOW , Lift Station Shell Beach	72	15.00	1,080.00
MOW	MOW , Lobo Lane	72	500.00	36,000.00
MOW	MOW , Lift Station Cottonwood 348 Hardwick	72	20.00	1,440.00
MOW	MOW , City Hall (A) 100 W. Eldorado PKWY	72	350.00	25,200.00
MOW	MOW , City Hall (B) 100 W. Eldorado PKWY	72	360.00	25,920.00
MOW	MOW , Old Community Center 101 Harwicke	72	35.00	2,520.00
MOW	MOW , Lift Station E. Eldorado #3	72	35.00	2,520.00
MOW	MOW , Ground Storage Tank 240 Park St	72	35.00	2,520.00
MOW	MOW , Senior/rec Center 301/303 Main St	72	425.00	30,600.00
MOW	MOW , Ground Storage Tank Lake Shore Dr	72	0.00	0.00
MOW	MOW , Lift Station Lakewood	72	20.00	1,440.00
MOW	MOW , Lift Station Lakeshore	72	25.00	1,800.00
MOW	MOW , Service Center 1600 Mark Tree Ln	72	125.00	9,000.00
MOW	MOW , Witt Rd. Median	72	125.00	9,000.00
MOW	MOW , King Rd. Median	72	125.00	9,000.00
MOW	MOW , Witt Rd. Row	72	45.00	3,240.00
MOW	MOW , Fire Station 2301 Walker Ln	72	125.00	9,000.00
MOW	MOW , E. EldoradoPkwy Median	72	200.00	14,400.00
MOW	MOW , Culvert Behind Goody Goody Liquors	72	300.00	21,600.00
MOW	MOW , Mansell Pump Station (A) & Big Leaf Circle	72	25.00	1,800.00
MOW	MOW , Mansell Pump Station (B)	72	75.00	5,400.00
MOW	MOW , Culvert FM 423	72	95.00	6,840.00
MOW	MOW , 3029 Eldorado PKWY @ Red Spruce	72	45.00	3,240.00
MOW	MOW , FM 423 Water Tower	72	45.00	3,240.00
MOW	MOW , Lift Station Sunsrt Point	72	20.00	1,440.00

Subtotal

Sales Tax (8.25%)

Total

If this contract is terminated by eather party, the balance of any work already completed shall be paid in full , upon termination, at 1651 Hill Lane Little Elm TX 75068

COLE LAWN SERVICE

1651 HILL LANE
LITTLE ELM TX 75068
(972) 294 - 1883
cell (214) 563 - 8836

Contract for 24 month"s

Date	Estimate #
7/22/2012	1137

Name / Address
Town of Little Elm 100 Eldorado PKWY

P.O. No.	Project
20120724	

Item	Description	Qty	Rate	Total
MOW	MOW , Hart Rd. Row & Median	72	220.00	15,840.00
MOW	MOW , Walker Median	72	500.00	36,000.00
MOW	MOW , Stardust Lift Station	72	25.00	1,800.00
MOW	MOW , Walker Water Tower	72	60.00	4,320.00
MOW	MOW , E. Eldorado Lift Station	72	35.00	2,520.00
MOW	MOW , Witt Rd. Lift Station	72	20.00	1,440.00
MOW	MOW , Main Street	72	160.00	11,520.00
Tree Pruning	Prune Trees	11,232	10.00	112,320.00
MULCH	MULCH Per Bag	204	5.00	1,020.00
PRUN SHRUBS	Prun Shrubs	3,000	3.00	9,000.00
Flowers	Flowers	4,000	1.05	4,200.00
MULCH	MULCH Trees	1,872	10.00	18,720.00
Force Mow	Force Mow Per Hr (2) person	1	45.00	45.00
Irrigation	Irrigation (2) person per hr + parts (1 hr min)	24	90.00	2,160.00
	Vegetation Management			
Herbicide App	Herbicide Application item #2 with (pre-emerence) & (broadleaf herbicide) + spot control per acre	0	370.00	0.00

Subtotal

Sales Tax (8.25%)

Total

If this contract is terminated by eather party, the balance of any work already completed shall be paid in full , upon termination, at 1651 Hill Lane Little Elm TX 75068

COLE LAWN SERVICE

1651 HILL LANE
LITTLE ELM TX 75068
(972) 294 - 1883
cell (214) 563 - 8836

Contract for 24 month"s

Date	Estimate #
7/22/2012	1137

Name / Address
Town of Little Elm 100 Eldorado PKWY

P.O. No.	Project
20120724	

Item	Description	Qty	Rate	Total
Nitrogen Fert	Nitrogen Fertilization item #3 with (pre-emergence grass control) (spot broadleaf) + (nitrogen) per acre		370.00	370.00
POST- EMERGE...	Post-emergence item # 4 (post-emergence) (nitrogenfertilization) per acre	0	370.00	0.00
Winter Fertilization	Winter fertilization item # 5 (pre-emergence) per acre		370.00	370.00
FERTILIZER	FERTILIZER Lobo Lane	58.52	370.00	21,652.40
FERTILIZER	FERTILIZER Town Hall	22	370.00	8,140.00
FERTILIZER	FERTILIZER Old Community Center	7.7	370.00	2,849.00
FERTILIZER	FERTILIZER Senior/ Rec Center	112.42	370.00	41,595.40
FERTILIZER	FERTILIZER 1600 Mark Tree Lane	31.9	370.00	11,803.00
FERTILIZER	FERTILIZER Eldorado PKWY	101.42	370.00	37,525.40
FERTILIZER	FERTILIZER Fire Station #2	25.3	370.00	9,361.00
FERTILIZER	FERTILIZER Main St	11	370.00	4,070.00

Subtotal \$619,641.20

If this contract is terminated by either party, the balance of any work already completed shall be paid in full , upon termination, at 1651 Hill Lane Little Elm TX 75068

Sales Tax (8.25%) \$0.00

Total \$619,641.20



GENERAL INFORMATION
TOWN OF LITTLE ELM, TEXAS

COMPETITIVE SEALED BID NO. 20120724
LANDSCAPE MAINTENANCE SERVICES

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DOCUMENTS ARE DUE TO THE OFFICE OF THE CIP PROJECT MANAGER BEFORE:

Tuesday, July 24, 2012 @ 2:00 PM CST

Question Deadline Monday, July 16, 2012 @ 4:00 PM CST

NO LATE BIDS WILL BE ACCEPTED

**CD OR FLASH DRIVE AND AN ORIGINAL AND
TWO HARD COPIES REQUIRED**

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DOCUMENTS MAY BE DELIVERED OR MAILED TO:

**TOWN OF LITTLE ELM
T. Lynn Tompkins, Jr.,
CIP Project Manager,
100 West Eldorado Parkway,
Little Elm, TX 75068**

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FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

**T. Lynn Tompkins, Jr.
Little Elm CIP Project Manager
ltompkins@littleelm.org
972-377-1899**

**Bill Campbell, Jr., P.E.
Verdunity
bill@verdunity.com
214-699-8626**

Advertising dates: July 6, 2012 and July 13, 2012

The complete document is available at Town of Little Elm website under Procurement:

<http://www.littleelm.org/index.aspx?NID=746>



TOWN OF LITTLE ELM

COMPETITIVE SEALED BID NUMBER 20120724 Landscape Maintenance Services

BIDDER MUST SUBMIT A CD OR FLASH DRIVE AND AN ORIGINAL PLUS TWO HARD COPIES OF THE BID TO FACILITATE EVALUATION. IF THE CD OR FLASH DRIVE AND AN ORIGINAL PLUS TWO HARD COPIES OF THE BID ARE NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The Town of Little Elm (the "Town") is accepting Competitive Sealed Bids for Landscape Maintenance Services. It is the Contractor's responsibility to visit and inspect each site prior to submitting their bid.

It is the policy of the Town to involve small and/or local businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by July 24, 2012 at 2:00 PM CST BY THE CIP PROJECT MANAGER'S OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. THERE IS A QUESTION DEADLINE OF July 16, 2012 @ 4:00 PM CST. ALL QUESTIONS ARE TO BE EMAILED TO: ltompkins@littleelm.org

Bids will be publicly opened and read at the Little Elm Town Hall located at 100 West Eldorado Parkway, Little Elm, Texas 75069 on July 24, 2012 at 2:00 PM.

Write the competitive sealed bid number 20120724, Landscape Maintenance Services and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached Town specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The Town reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the Town.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

The Town will have the right and option to extend the term of the contract for three (3) additional one (1) year periods upon the same terms and conditions. The Town will also have the right and option to terminate the contract upon thirty (30) days written notice.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit a CD or Flash Drive and an original and two (2) hard copies of the sealed bid/written quote/proposal to the CIP Project Manager prior to response due date/time. Failure to submit the CD or Flash Drive and an original and two (2) hard copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the Town reserves the right to increase, decrease or delete any item or items of material or service to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the Town for anticipated profits for the quantities called for, diminished or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. (Free On Board) delivered to Little Elm, Texas and shall include all delivery and packaging costs. The Town assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the Town.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the Town. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the Town, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Town to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the CIP Project Manager and obtaining the CIP Project Manager approval.
10. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Town of Little Elm. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. The addenda will also be posted on the Town's website. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. **LATE BIDS:** Bids received by the Town after submission deadline shall be returned unopened and will be considered void and unacceptable. The Town is not responsible for lateness of mail, carrier, etc.
14. **BID OPENINGS:** All bids submitted will be read at the Town's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the Town accepts such bid as responsive.

The Town will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Town of Little Elm guidelines and project documents, including, but not limited to, the project specifications and contract documents. The Town will notify the successful bidder upon award of the contract and according to State law; all bids received will be available for inspection, at that time, unless otherwise provided by law.

15. **BID TABULATION:** Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, www.LittleElm.org. If you have any questions, please contact the Town of Little Elm, Engineering Department, at (214) 975-0471.

16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the Town within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Town Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the Town Council.

17. **BID AWARD:** The Town reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the Town in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Town.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible, as determined by the Town, to receive an award; and
 - F. References supplied
 - G. The following items will be considered when an award is based on best value:
 - i. The purchase price
 - ii. The reputation of the bidder and of the bidder's goods and services
 - iii. The quality of the bidder's goods and services
 - iv. The extent to which the goods and services meet the Town's needs
 - v. The bidder's past relationship with the Town
 - vi. The impact on the ability for the Town to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities
 - vii. The total long-term cost to the Town to acquire the bidder's goods and services
 - viii. Any relevant criteria specifically listed in the request for bids or proposals

The Town may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the Town.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the Town desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the Town. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** A Manager so designated, by the Town, without expense to the Town, may perform testing at the request of the Town or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at designated Town Facilities. The place of delivery shall be set forth in the instructions. The terms of this agreement are "no arrival, no sale".
25. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the Town until the Town actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the Town harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the Town, prior to commencement of any work pursuant to the agreement provisions.
28. **FUNDING:** The Town is a municipality operated and funded on an October 1 to September 30 basis, accordingly, the Town reserves the right to terminate, without liability to the Town, any contract for which funding is not available.
29. **TAXES:** The Town is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the Town and furnished upon request by the Finance Division.

30. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the Town in this document. Prompt payment discounts may be used by the Town in determining the lowest responsible bidder.
31. **INVOICES:** Invoices must be submitted by the successful bidder at least once per month, but no more frequently than every two (2) weeks. Send two (2) original invoices each billing cycle, one (1) to the Finance Department and one (1) to Mr. T. Lynn Tompkins, CIP Project Manager.

CONTRACT

32. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the Town and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the Town. Town has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Denton County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant.
34. **AUDIT:** The Town reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the Town and all its officers, managers and employees and all entities, their officers, managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the Town and participating entities growing out of such injury or damages.
36. **TERMINATION FOR DEFAULT:** The Town reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this contract. The Town reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the Town to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

37. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a Town officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the CIP Project Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the CIP Project Manager or designated representative.
38. **REMEDIES:** The successful bidder and the Town agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Denton County, Texas.
40. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
41. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. These laws state, in part, that "No officer, whether elected or appointed, or any employee, whether full or part time, of the Town shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the Town; or have a substantial financial interest, direct or indirect in the sale to the Town of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the Town of Little Elm not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.LittleElm.org.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code

TOWN OF LITTLE ELM CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the Town of Little Elm shall, during the term of the contract with the Town or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the Town, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the Town for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the Town a certificate of insurance shall also be provided to the Town prior to the date the contract is renewed or extended.

Type of Contract Type and amount of Insurance

Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage
	Statutory Workers compensation insurance as required by state law
	(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
	(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars
	(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in Town Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012.

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship YES NO

2. Partnership YES NO

3. Corporation YES NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Date

**Town of Little Elm
Bid Number 20120724
Landscape Maintenance Services Specifications
Instructions to Bidders**

The Town of Little Elm is accepting competitive sealed bids to establish a two (2) year contract for landscape maintenance services for the following sites: Well Site 2800 W. Eldorado, ROW W Eldorado West Side, Lift Station W. Eldorado Pkwy, Lift Station Shell Beach, Lobo Lane, Lift Station Cottonwood, City Hall(A) 100 W Eldorado Pkwy, City Hall(B) 100 W Eldorado Pkwy, Lift Station E. Eldorado, Ground Storage Tank 240 Park St, Senior/Rec Centers 301/303 Main St, Ground Storage Tank Lake Shore Dr, Lift Station Lakewood, Lift Station Lakeshore, Service Center 1600 Mark Tree Ln, Median Witt Rd, Median King Rd, ROW 419 Witt Rd, Fire Station 2301 Walker Ln, Median E Eldorado Pkwy, Culvert Behind Goody Goody Liquors, Pump Station(A) Mansell Pump Station and Big Leaf Circle, Pump Station(B) Mansell Pump Station, Culvert Fm 423, Culvert 3029 Eldorado Pkwy, FM 423 Water Town FM 423, Lift Station Sunset Point, Median and ROW Hart Rd, Median Walker, Lift Station Stardust, Water Tower Walker Tower, Lift Station E Eldorado, Main St (see attached maps for details). The Town will have the right and option to extend the term of the contract for three (3) additional one (1) year periods upon the same terms and conditions (5 years total). The Town will also have the right and option to terminate the contract upon thirty (30) days written notice. The bid will be awarded to the **LOWEST RESPONSIVE, RESPONSIBLE BIDDER** meeting specifications. The quantities are approximate, estimated annual quantities only. The contract will be awarded to one vendor only. The contract will not be split.

1. General Information

It is the intent of these specifications to describe the requirements for landscape maintenance services for the Town of Little Elm. The Contractor will supply all necessary materials, equipment, labor and supervision. The Contractor may not sell, sublet or otherwise assign any part of its responsibilities to others without written consent of the Town of Little Elm. It is the Contractor's responsibility to visit and inspect each site prior to submitting their bid. The Town intends to award this contract to one contractor. **This bid will not be split.**

2. Qualifications/Requirements for Contractors Bidding

The Town attaches great importance to the ability of the Contractor to complete the work as specified. This concern does not demonstrate a lack of trust in the Contractor, but rather an acknowledgment of the Town's obligation to its citizens. In order that this obligation is fulfilled, the requirements listed in items 1-3 in this section must be met.

Contractors who bid must submit a completed Contractors Information Report. The report must demonstrate the following:

1. A minimum of three (3) years verifiable experience on projects of similar size and type and a minimum of ten (10) qualified Client's names, addresses, contact names and telephone numbers.

2. Contractor must supply an itemized listing of all equipment to be used in the execution of this contract including, but not limited to: mowers, trimming/edging equipment, transport vehicles and trailers. If the Contractor plans to lease or purchase any or all equipment, it shall provide evidence satisfactory to the Town that includes the name, address and telephone number of the company where the equipment is to be leased/purchased.

A statement from the company that the Contractor qualifies for leasing/purchasing of the equipment specified. An on-site inspection may be required as part of the bid process. The equipment shall be kept in good operating condition at all times.

3. Satisfactory evidence that the Contractor has adequate experienced personnel, proper facilities and adequate work plan to complete the work as specified.
4. During term of agreement, Contractor must provide the CIP Project Manager a working telephone number and address. The telephone number must be answered on work days, Monday – Friday, 8:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided. The Contractor must provide a contact representative and alternate contact and their cell phone numbers.
5. Unless otherwise approved by the CIP Project Manager or his designated representative, all work at all sites shall be completed on the same day or on consecutive working days. Weather/growth conditions may cause the cancellation of landscape maintenance services. The CIP Project Manager or his designated representative has the sole decision over whether the weather/soil/turf conditions are appropriate for landscape maintenance services. Failure of the Contractor to abide with the CIP Project Manager or his designated representative's decision can result in termination of the contract. Contractor **shall not** begin a cycle without approval from the CIP Project Manager or his designated representative. All questions or concerns are to be directed to the CIP Project Manager or his designated representative.
6. Additional work requested by the Town or suggested by the Contractor beyond the scope of work described in these specifications shall be contracted separately with the Contractor for a negotiated amount.
7. The Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town of Little Elm, and shall control its operation at each work site and be solely responsible for the acts or omissions of its employees.
8. The Contractor and its employees will be courteous to the public and Town personnel at all times while at the work sites. Conflicts or potential conflicts between required work and the public or intended use of a location should be formally documented to the CIP Project Manager and building representative or his designated representative within 24 hours if time and circumstances permit. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing within 24 hours.
9. The Contractor's employees shall report to work in clean uniforms, including shirt and pants. The Contractor Company name shall be displayed on the employee's shirts. Employees shall wear shirts at all times.

10. The Contractor's employees will not carry firearms, consume/possess alcohol or use/possess any illegal drugs or be under the influence of such while on Town property. Employees violating these requirements shall immediately be removed from the work site.
11. Failure on the part of the Contractor to complete landscape maintenance services within the specified time period, or if the Contractor does not meet the contract specifications, may result in the contractor being assessed **ONE HUNDRED DOLLARS (\$100.00)** per day as liquidated damages for incomplete work until all work is completed.
12. The Contractor will be responsible for any damage done to plant materials or other property during landscape maintenance services operations.
13. INVOICES: Invoices must be submitted by the successful bidder at least once per month, but no more frequently than every two (2) weeks. Send two (2) original invoices each billing cycle, one (1) to the Finance Department and one (1) to Mr. T. Lynn Tompkins, CIP Project Manager.
14. All contractor employees and equipment shall have the proper safety equipment devices, which include but are not limited to hearing and eye protection, and orange safety vests. All vehicles utilized under this contract will be clean, free of mud, dirt, and grime, without noticeable rust spots and faded paint, serviceable, and shall comply with safety standards required by OSHA and the State of Texas. All vehicles used by the Contractor will be identified with company name or logo conspicuously displayed on door panels. Professionally done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification. All vehicles operating from a public road shall have a rotating amber caution light mounted on the top of the vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with all applicable state and federal laws.

Unit Cost

The unit cost for evaluation purposes shall be the total cost to maintain and complete all tasks associated with one mowing cycle for the Well Site 2800 W. Eldorado, ROW W Eldorado West Side, Lift Station W. Eldorado Pkwy, Lift Station Shell Beach, Lobo Lane, Lift Station Cottonwood, City Hall(A) 100 W Eldorado Pkwy, City Hall(B) 100 W Eldorado Pkwy, Lift Station E. Eldorado, Ground Storage Tank 240 Park St, Senior/Rec Centers 301/303 Main St, Ground Storage Tank Lake Shore Dr, Lift Station Lakewood, Lift Station Lakeshore, Service Center 1600 Mark Tree Ln, Median Witt Rd, Median King Rd, ROW 419 Witt Rd, Fire Station 2301 Walker Ln, Median E Eldorado Pkwy, Culvert Behind Goody Goody Liquors, Pump Station(A) Mansell Pump Station and Big Leaf Circle, Pump Station(B) Mansell Pump Station, Culvert Fm 423, Culvert 3029 Eldorado Pkwy, FM 423 Water Town FM 423, Lift Station Sunset Point, Median and ROW Hart Rd, Median Walker, Lift Station Stardust, Water Tower Walker Tower, Lift Station E Eldorado, Main St. (see attached maps for details).

Increases/Decreases of Acreage and/or Cycles

Dependent upon funding and/or growth conditions, the Town may elect to increase/decrease the area/number of cycles. Any increases/decreases will be calculated at the unit cost.

Insurance

Upon award of the bid, the Contractor must supply proof of general liability and workers compensation insurance that meets the Town's insurance requirements. See Pages 11 and 12 for the Town's insurance requirements.

Cancellation of Agreement

Parties agree that the Town may cancel this agreement by providing thirty (30) days written notice to the Contractor.

Specifications

General Specifications

All work shall be performed Monday through Friday only. Work will not be allowed on Saturday or Sunday without prior permission from the CIP Project Manager or his designated representative.

Maintenance Specifications

Locations

Upon award of this contract, the contractor will perform landscape services weekly during the mowing season at the following locations:

Well Site 2800 W. Eldorado, ROW W Eldorado West Side, Lift Station W. Eldorado Pkwy, Lift Station Shell Beach, Lobo Lane, Lift Station Cottonwood, City Hall(A) 100 W Eldorado Pkwy, City Hall(B) 100 W Eldorado Pkwy, Lift Station E. Eldorado, Ground Storage Tank 240 Park St, Senior/Rec Centers 301/303 Main St, Ground Storage Tank Lake Shore Dr, Lift Station Lakewood, Lift Station Lakeshore, Service Center 1600 Mark Tree Ln, Median Witt Rd, Median King Rd, ROW 419 Witt Rd, Fire Station 2301 Walker Ln, Median E Eldorado Pkwy, Culvert Behind Goody Goody Liquors, Pump Station(A) Mansell Pump Station and Big Leaf Circle, Pump Station(B) Mansell Pump Station, Culvert Fm 423, Culvert 3029 Eldorado Pkwy, FM 423 Water Town FM 423, Lift Station Sunset Point, Median and ROW Hart Rd, Median Walker, Lift Station Stardust, Water Tower Walker Tower, Lift Station E Eldorado, Main St. (see attached maps for details).

Mowing Frequency – The estimated frequency between mowing and other maintenance is to be based on the types of grasses being mowed, as noted below. The Town reserves the right to increase or reduce the number of mowings, and the contractor will bill the Town on a per-mowing basis.

Calendar Schedule for areas (irrigated areas, fine cut):

City Hall(A) 100 W Eldorado Pkwy	Median Walker
Fire Station 2301 Walker Ln	Median Witt Rd
FM 423 Water Town FM 423	Median and ROW Hart Rd
Ground Storage Tank 240 Park St	Pump Stn(A) Mansell Pump Stn & Big Leaf Circle
Lift Station Sunset Point	ROW 419 Witt Rd
Lobo Ln	Senior/Rec Centers 301/303 Main St
Main St	Service Center 1600 Mark Tree Ln
Median E Eldorado Pkwy	Water Tower Walker Tower
Median King Rd	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mowing	B	B	B	W	W	W	W	W	W	W	B	B
Edging	B	B	B	W	W	W	W	W	W	W	B	B
Trimming	B	B	B	W	W	W	W	W	W	W	B	B
Bed Weeding	M	M	M	B	B	B	B	B	B	B	M	M
Shrub Trimming	M	M	M	B	B	B	B	B	B	B	M	M
Tree Trimming	M	M	M	M	M	M	M	M	M	M	M	M

B = Bi-weekly; W = Weekly; M = Monthly

Calendar Schedule for areas (non-irrigated areas, rough cut):

City Hall(B) 100 W Eldorado Pkwy
Culvert 3029 Eldorado Pkwy
Culvert Behind Goody Goody Liquors
Culvert Fm 423
Ground Storage Tank Lake Shore Dr
Lift Station Cottonwood
Lift Station E Eldorado

Lift Station Lakeshore
Lift Station Shell Beach
Lift Station Stardust
Lift Station W. Eldorado Pkwy
Pump Station(B) Mansell Pump Station
ROW W Eldorado West Side
Well Site 2800 W. Eldorado

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mowing	M	M	M	B	B	B	B	B	B	B	M	M
Edging	M	M	M	B	B	B	B	B	B	B	M	M
Trimming	M	M	M	B	B	B	B	B	B	B	M	M

B = Bi-weekly; M = Monthly

Inspection – The areas maintained at each facility will be inspected upon completion of each Landscape maintenance service cycle. The contractor must correct any deficiencies found within 24 hours. Failure to do so may result in termination of the contract.

Mowing Height – Mow height for irrigated areas shall be 1 inch in the early spring, raise to 2 inches by late spring and 3 inches by late summer. Non-irrigated areas are to be maintained at a height of 3 inches to 4 inches. Rotary mulching mower blades will be kept sharp at all times.

Mowed Area – All mowed areas shall be free of clumped grass cuttings. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface such as streets, curbs and gutters, sidewalks, parking areas, apparatus aprons or any adjoining property.

Edging – All curbs and sidewalks shall be edged with every mowing cycle.

Trimming – All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver areas, etc., shall be trimmed around with string trimmers. The turf shall be

trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material. Trimming shall be completed concurrently with mowing on every cycle.

Chemicals & Fertilizers – Chemicals and fertilizers shall be applied as necessary for proper landscape, pest and weed control. All chemicals and fertilizers are subject to approval of the CIP Project Manager or his designated representative. The CIP Project Manager shall be notified of any application prior to the application. Lawns and beds are to remain green and free of pests and weeds. All chemical and fertilizer applications must be made by a licensed applicator (TDA or SPCB) employed by the Contractor. Copies of the applicable license(s) and a listing of the license numbers must be submitted with the bid proposal. All herbicide applications must include an indicator dye, if directed by the Town.

Vegetation Management Program – One that includes pesticides, herbicides and fertilizer for irrigated, fine cut locations

1. Contractor will provide the Town with six (6) herbicide applications, (4) nitrogen fertilizations and (1) winterization fertilization.
2. The initial herbicide application will begin after February 15 of each year of the contract with a pre-emergence herbicide and a broadleaf herbicide for winter weed control.
3. The second application will be a split pre-emergence application for grass control plus a spot treatment for broadleaf escapes plus your first application of nitrogen fertilizer.
4. Applications three (3) through five (5) will consist of a post-emergence grass control, nut sedge control and any broadleaf weeds. These applications will also consist of nitrogen fertilization applications as well.
5. The final application will begin around October 15 for winter pre-emergence for winter grasses and broadleaf's. This application will also consist of a winterizer for turf to help develop root vigor.
6. The herbicides and fertilizers to be used by the Contractor must meet EPA Standards and must be applied in accordance with the manufacturer's recommendations and in accordance with all applicable regulatory agency requirements. Safe industry standards and work practices shall be observed at all times while performing any work under this agreement.
7. All chemical waste material must be disposed of by the Contractor off the Owner's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from sidewalks, roads, etc. Any spills will be handled following Safe Industry Standards.

All chemical applications must be made by an applicator that is licensed in the State of Texas (SPCB or TDA) and an employee of the Contractor.

Maintenance of Paved Areas – The Contractor shall maintain all paved areas, keeping them free of grass and weeds, by periodic spraying with non-selective herbicides. Herbicide must be pre-approved by the CIP Project Manager or his designated representative and applied on an "as needed basis" as determined by the CIP Project Manager or his designated representative to maintain paved areas free of grass and weeds.

Planter Bed Color Maintenance – Decorative beds at the following locations will be maintained by the contractor.:

1. median at Town Hall, the south end on circle and by message board,
2. Town message board on Main Street in front of Senior Center,
3. Town message board by entrance on Lakeshore,
4. main entry monument coming into Town just west of FM 423 on Eldorado Parkway,

5. Lobo Lane/Eldorado Parkway intersection the main median and message board coming into the park

The contractor shall remove all weeds from ground cover/shrub beds each mowing cycle. For the purposes of this contract, a weed shall be considered "any undesirable or misplaced plant." The frequency for planter bed maintenance shall be every mowing cycle. Planting of perennials or annuals semi-annually, shall be in May and November. Details of this item are listed below.

1. Seasonal Color Changes Spring Planting: Number of 4 inch pots: list number and size of pots proposed in each planting. Give unit cost for planting. Installation also includes removal of existing annuals in bed and cleaning out the weeds in the bed before planting. Town will approve color and variety of plants prior to installation.
2. Seasonal Color Changes Fall Planting: Number of 4 inch pots: list number and size of pots proposed in each planting. Give unit cost for planting. Installation also includes removal of existing annuals in bed and cleaning out the weeds in the bed before planting. Town will approve color and variety of plants prior to installation.

Trimming - Trimming of shrubs will be on an "as needed" basis but will not exceed twice per season. The need for shrub trimming will be determined by the CIP Project Manager or his designated representative.

Litter – The contractor shall be responsible for removing and disposing of any and all trash or debris, such as paper, cans, bottles, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalks and other paved areas.

Tree Pruning – The contractor shall be responsible for minor tree pruning. Minor tree pruning shall mean removing sucker growth, small limbs (1 inch in diameter or less) or dead or diseased wood that can be reached from the ground with pole pruners. The frequency shall be every month. The contractor will contact the contract administrator for pruning low-hanging or broken/damaged limbs that are larger than 1". Trees canopies are to be lifted to 8 feet height for pedestrian clearance and 12 feet height for vehicular clearance.

Damage to Trees – Trees/shrubs in the contract area may be checked before contract work begins. Contractor shall be responsible for damage to a tree which is the result of Contractor's actions. A check of all trees may be made at the end of the contract period. The inspection shall be attended by the Contractor and the CIP Project Manager or his designated representative.

Damages shall be assessed at a rate of \$200.00 for any slight damage to trees, this is damage that may heal and \$500.00 for badly damaged trees which, in the opinion of the Town, may eventually contribute to the death of the tree. Damages as described herein shall be deducted from payments otherwise due to the contractor.

Mulching – The contractor will apply mulch to all trees semi-annually, May and November. Mulch rings must be at least 2 inches in depth and should not cover the bark of the tree.

Replacement Plantings – Any plant material not exhibiting normal growth and vigor shall be reported to the Town. If it has been determined that the material is beyond reviving, contractor shall give a written report recommending replacement to the Town. This report shall include:

1. identify the location, size and type of plant
2. identify the reason for decline and

3. cost of replacement

No replacement plantings are to be done without written authorization from the Town.

Planting Stock & Plantings - All planting stock must meet the guidelines set by the American Standards for Nursery stock <<http://bit.ly/Jwzq7y>>. Planting practices shall follow the International Society of Arboriculture planting practices that it recommends to urban Foresters. For the specific depth of the plant, removal of burlap and cutting of wires visit <<http://bit.ly/Ie006e>>.

Irrigation Maintenance - Inspection: Check entire system every 2 weeks when in use. Run through each zone for inspection of proper performance of controller, valves, heads, nozzles, master valve, double check assembly, rpz and meter. The meters are to be checked while system is off for leak movement while master valve is open. Check includes adjustment of all heads for proper direction and coverage of spray. Monitoring the system as needed throughout the year included with irrigation inspection. Damage to the system is to be reported to the Town and repairs done only upon approval. Repairs billed separately. Please note your rate for repairs for a licensed technician and one helper on the proposal.

Landscape Lighting Check - Inspect all landscape lighting for proper operation once per month. The Town is to be notified immediately in writing of inoperable lights. This is a check and notification of landscape lighting and does not include repairs. No lighting repair or replacement is to be done without written authorization from the Town.

Aeration - Designated areas once per year. Use an aerator that pulls a core out of the ground and leaves the plugs on top of the soil.

Code Enforcement Mowing – From time to time the Town may need the contractor to perform mowing on sites indicated by the Town's Code Enforcement department. Supply an hourly cost for a crew to perform this service. Code enforcement mowing will need to be indicated separately and include site address(es) on the contractor's invoice. The standard services for this will include mowing, edging, line trimming and trash pick-up.

Reports - It shall be mandatory that a review of the contracted areas by the Vendor and the Town representative be conducted prior to beginning the first mowing cycle. The Vendor must also report, on a weekly basis, what areas were mowed. This report may be hand-delivered, faxed or e-mailed to the Town. The Vendor must also report any damage to irrigation or plant material in a timely manner. The Vendor is liable to the Town for the full replacement value of irrigation heads, valves, controllers, trees, shrubs, groundcovers and turf which are chemically or mechanically damaged due to the neglect of the Vendor. Negligent acts include but are not limited to: tree damage from trimmers and mowers, chemical damage to non-targeted plant material and broken limbs or trunks of trees. Written daily reports shall contain the following information on company letterhead or company work reports:

1. Date
2. All information in ink
3. Signature of employee generating report
4. Debris and trash removal from area
5. Number of maintenance people on site
6. All tasks performed
7. Equipment used on each site
8. General weather conditions
9. Specific problems or conditions requiring attention, including any property damaged
10. Time of entry and exit from each site

Machinery and Equipment

Contractors must supply a list of all equipment available for use on this contract. Being available means that the equipment is owned or under the control of the bidder submitting this proposal.

[illegible]



TOWN OF LITTLE ELM PURCHASING DIVISION
BID FORM - REVISED - ADD#2
Bid #20120724
Landscape Maintenance Services

Area ID number	Type of Site	Name of Site	Appx Acres	Mow Type	Mowing Irrigated Area	Edging - irrigated	Trimming - irrigated	Litter removal - irrigated	Mowing Non-irrigated area	Edging - non-irrigated	Trimming - non-irrigated	Litter removal - non-irrigated	Herbicide applications	Nitrogen fertilization	Winter fertilization	Planter bed maintenance	Planter bed color installation	Pest control	Maintenance of Plant Areas	Tree pruning	Mulching trees and shrubs	Shrub trimming	Irrigation system check	Landscape lighting check	Aeration	
1	Well Site	2800 W. Eldorado	1.04	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
2	ROW	W Eldorado West Side	4.92	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
3	Lift Station	W. Eldorado Pkwy	0.01	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
4	Lift Station	Shell Beach	0.01	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
5	Lobo Lane	Lobo Ln	2.66	Fine					n/a	n/a	n/a	n/a		n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a	
6	Lift Station	Cottonwood	0.01	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
7A	City Hall(A)	100 W Eldorado Pkwy	2.30	Fine					n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
7B	City Hall(B)	100 W Eldorado Pkwy	5.20	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
8	Old Comm. Center	101 Hardwicke	0.25	Fine					n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
9	Lift Station	E. Eldorado	0.01	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
10	Ground Stg Tank	240 Park St	0.24	Fine					n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
11	Senior/Rec. Centers	301/303 Main St	5.11	Fine					n/a	n/a	n/a	n/a								n/a	n/a	n/a	n/a	n/a	n/a	
12	Ground Stg Tank	Lake Shore Dr	0.17	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
13	Lift Station	Lakewood	0.01	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
14	Lift Station	Lakeshore	0.01	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a			n/a		n/a	n/a	n/a	n/a	n/a	n/a	
15	Service Center	1600 Mark Tree Ln	1.45	Fine					n/a	n/a	n/a	n/a				n/a	n/a									
16	Median	Witt Rd	0.13	Fine					n/a	n/a	n/a	n/a				n/a	n/a			n/a				n/a	n/a	
17	Median	King Rd	0.90	Fine					n/a	n/a	n/a	n/a				n/a	n/a							n/a	n/a	
18	ROW	419 Witt Rd	0.77	Fine					n/a	n/a	n/a	n/a				n/a	n/a				n/a			n/a	n/a	
19	Fire Station	2301 Walker Ln	1.15	Fine					n/a	n/a	n/a	n/a				n/a	n/a				n/a			n/a	n/a	
20	Median	E Eldorado Pkwy	4.61	Fine					n/a	n/a	n/a	n/a				n/a	n/a				n/a			n/a	n/a	
21	Culvert	Behind Goody Goody Liquors	3.51	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a			n/a		n/a	n/a	n/a	n/a	n/a	n/a	
22A	Pump Station(A)	Mansell Pump Stn and Big Leaf Circle	0.44	Fine					n/a				n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
22B	Pump Station(B)	Mansell Pump Station	2.40	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
23	Culvert	Fm 423	0.60	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
24	Parkway	3029 Eldorado Pkwy	0.23	Fine					n/a				n/a			n/a	n/a				n/a			n/a	n/a	
25	FM 423 Water Town	FM 423	0.94	Fine					n/a	n/a	n/a	n/a				n/a	n/a				n/a			n/a	n/a	
26	Lift Station	Sunset Point	0.01	Fine					n/a	n/a	n/a	n/a				n/a	n/a				n/a			n/a	n/a	
27	Median and ROW	Hart Rd	0.88	Fine					n/a	n/a	n/a	n/a				n/a	n/a				n/a			n/a	n/a	
28	Median	Walker	3.32	Fine					n/a	n/a	n/a	n/a				n/a	n/a				n/a			n/a	n/a	
29	Lift Station	Stardust Lift Station	0.23	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
30	Water Tower	Walker Tower	0.56	Fine					n/a	n/a	n/a	n/a				n/a	n/a				n/a			n/a	n/a	
31	Lift Station	E. Eldorado	0.01	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
32	Lift Station	Witt Rd	0.02	Rough	n/a	n/a	n/a	n/a					n/a	n/a	n/a	n/a	n/a	n/a		n/a	n/a	n/a	n/a	n/a	n/a	
33	Main Street	Main St	0.50	Fine					n/a	n/a	n/a	n/a				n/a	n/a				n/a			n/a	n/a	
Column total (A)						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Estimated number of times per year service will be performed (B)						38	38	38	38	19	19	19	19	6	4	1	19	2	2	12	12	2	12	12	12	1
Total Cost per year (A x B)						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Additional items:

Hourly rate for licensed irrigator and helper \$ _____ per hour

Code enforcement mowing \$ _____ per hour

Additional planter bed color installation \$ _____ per sq ft

TOTAL BID \$ _____

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

Cash Discount Terms: _____

By: _____ (print name)

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____



ADDENDUM #1
TOWN OF LITTLE ELM, TEXAS

COMPETITIVE SEALED BID NO. 20120724
LANDSCAPE MAINTENANCE SERVICES

+++++

Question: Referring to page 7, #27, will a bid bond be required for this RFP?

Answer: A bid bond for the total value of the contractor's bid, or a cashier's check for 5% of the total value of contractor's bid will be required with each bid or it may be considered non-responsive. Cashier's checks from unsuccessful bidders will be returned once the contract is awarded.

+++++

Bid must be received by July 24, 2012 at 2:00 PM CST

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

T. Lynn Tompkins, Jr.
Little Elm CIP Project Manager
ltompkins@littleelm.org
972-377-1899

Bill Campbell, Jr., P.E.
Verdunity
bill@verdunity.com
214-699-8626

The complete document is available at Town of Little Elm website under Procurement:
<http://www.littleelm.org/index.aspx?NID=746>



ADDENDUM #2
TOWN OF LITTLE ELM, TEXAS

COMPETITIVE SEALED BID NO. 20120724
LANDSCAPE MAINTENANCE SERVICES

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Please see the attached revised exhibits and spreadsheet.

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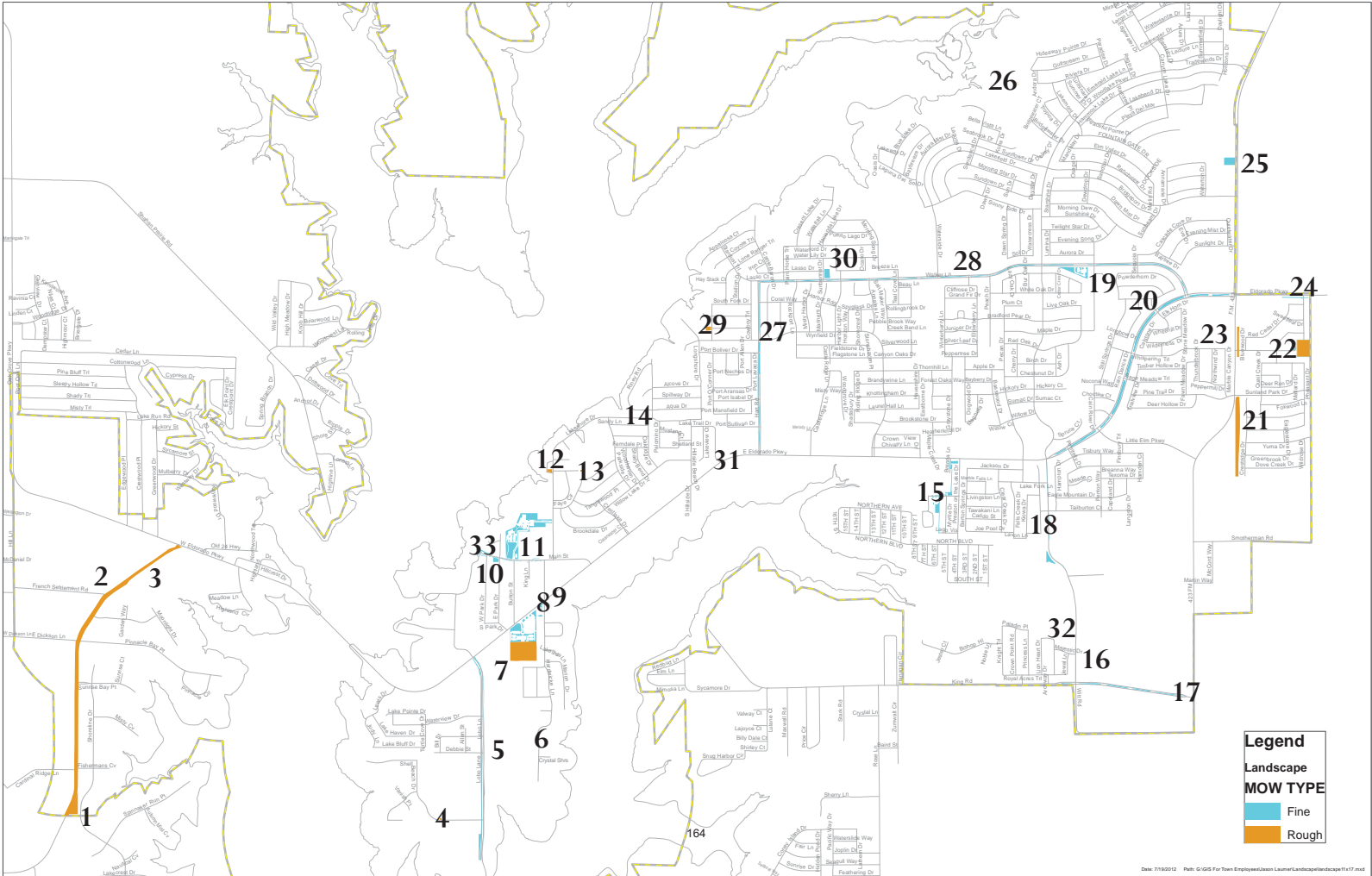
Bid must be received by July 24, 2012 at 2:00 PM CST

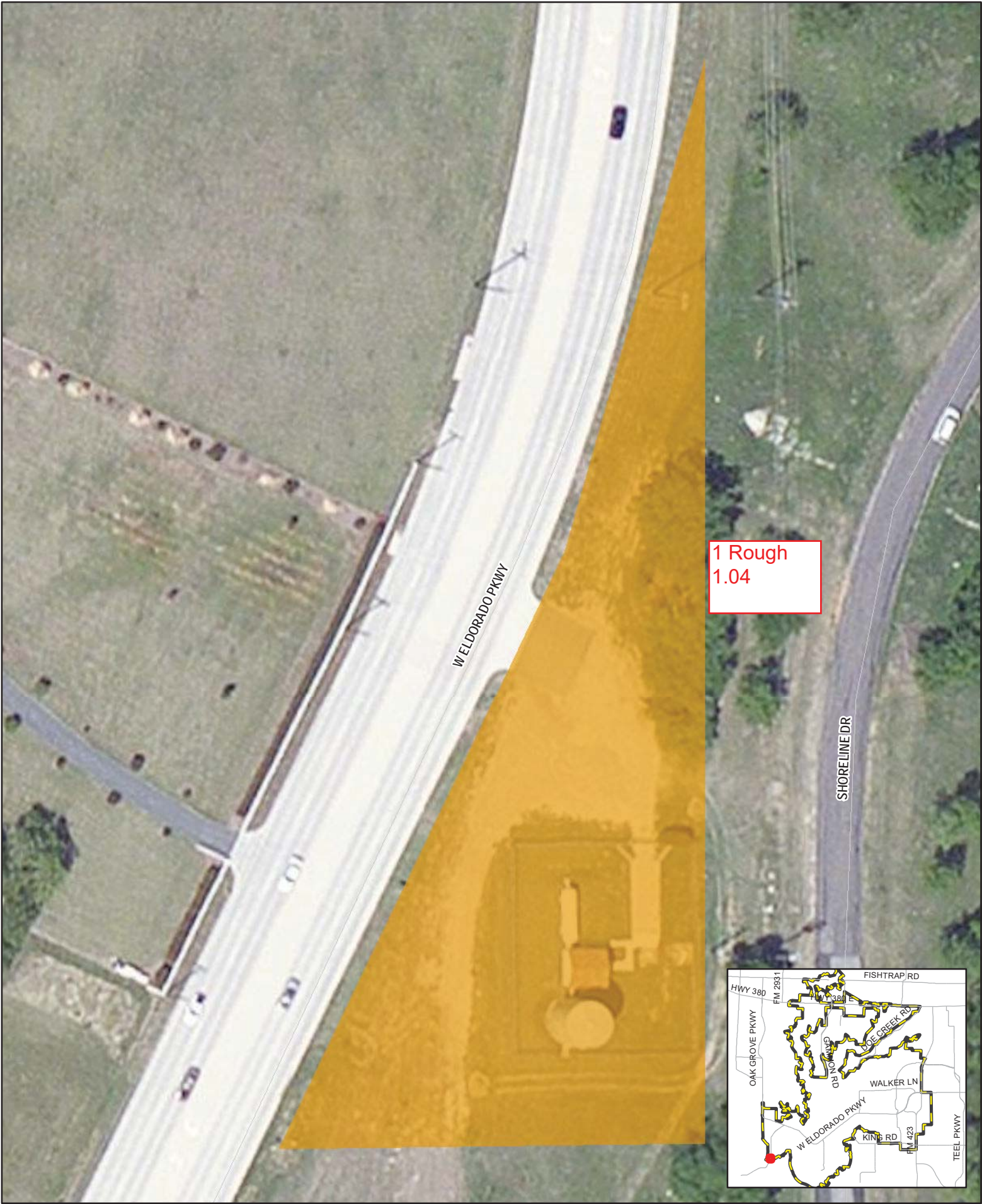
FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

T. Lynn Tompkins, Jr.
Little Elm CIP Project Manager
ltompkins@littleelm.org
972-377-1899

Bill Campbell, Jr., P.E.
Verdunity
bill@verdunity.com
214-699-8626

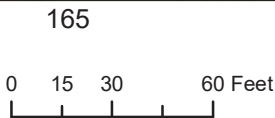
The complete document is available at Town of Little Elm website under Procurement:
<http://www.littleelm.org/index.aspx?NID=746>





**Sunrise Bay
Pump Station**
1.04 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough





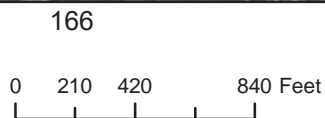
**W. Eldorado to City Limit
4.92 Acres**

Date: 6/13/2012

Legend

Mow type

- Fine
- Rough

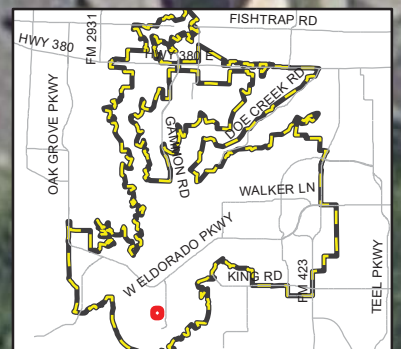
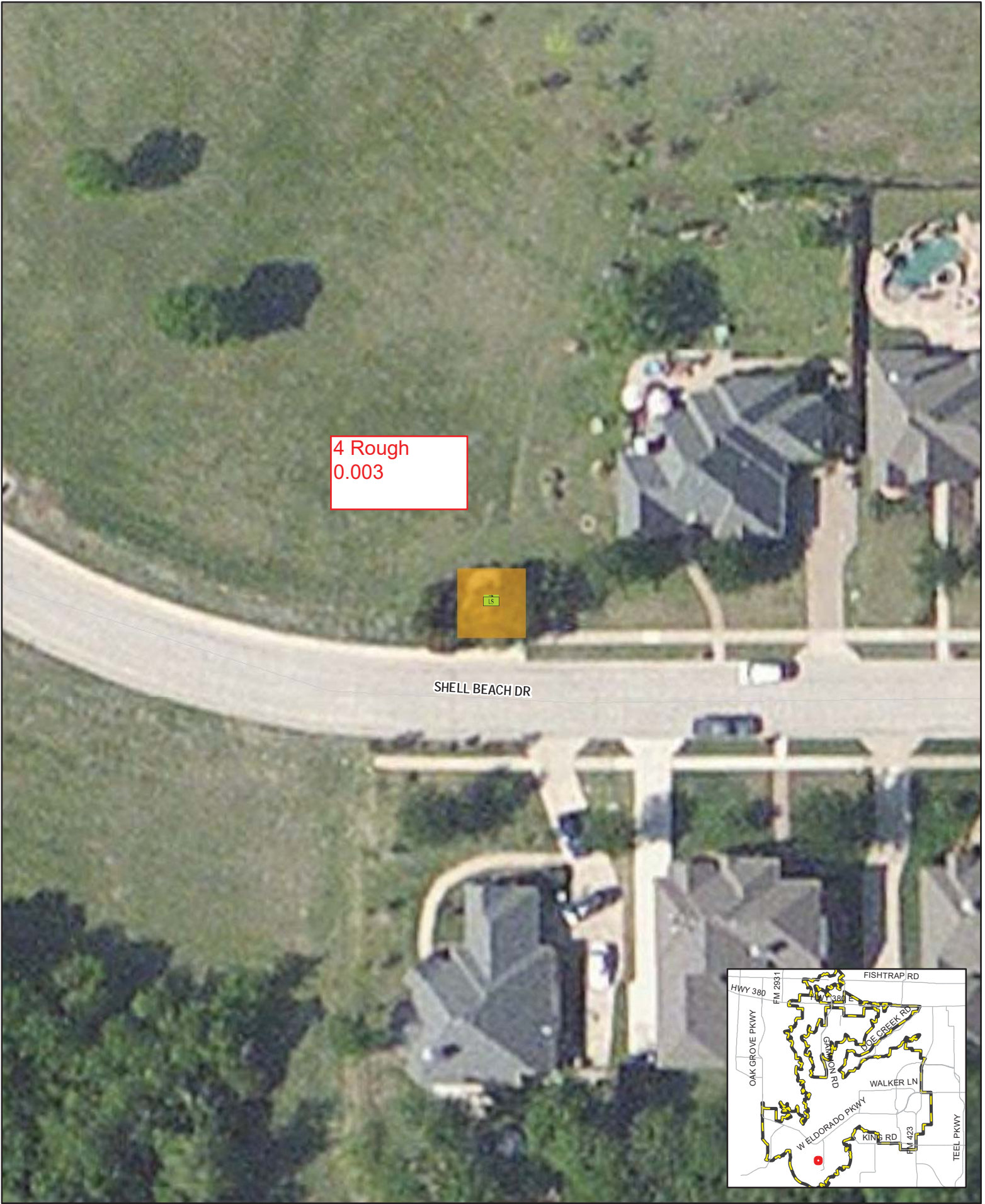




**West Eldorado Pkwy
Lift Station**
0.003 acres
Date: 5/18/2012

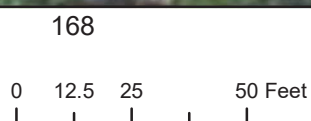
Legend
Mow type
Fine
Rough

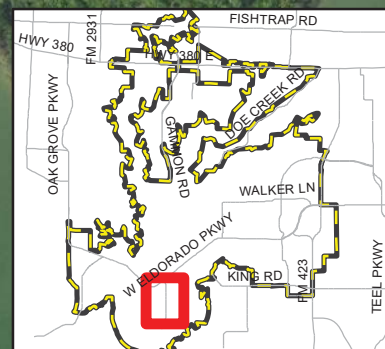
167
0 5 10 20 Feet



Shell Beach
Lift Station
.003 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough

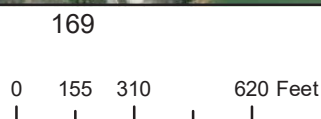




Lobo Lane
2.66 acres
Date: 5/18/2012



Legend

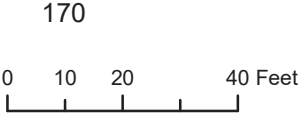
Mow type

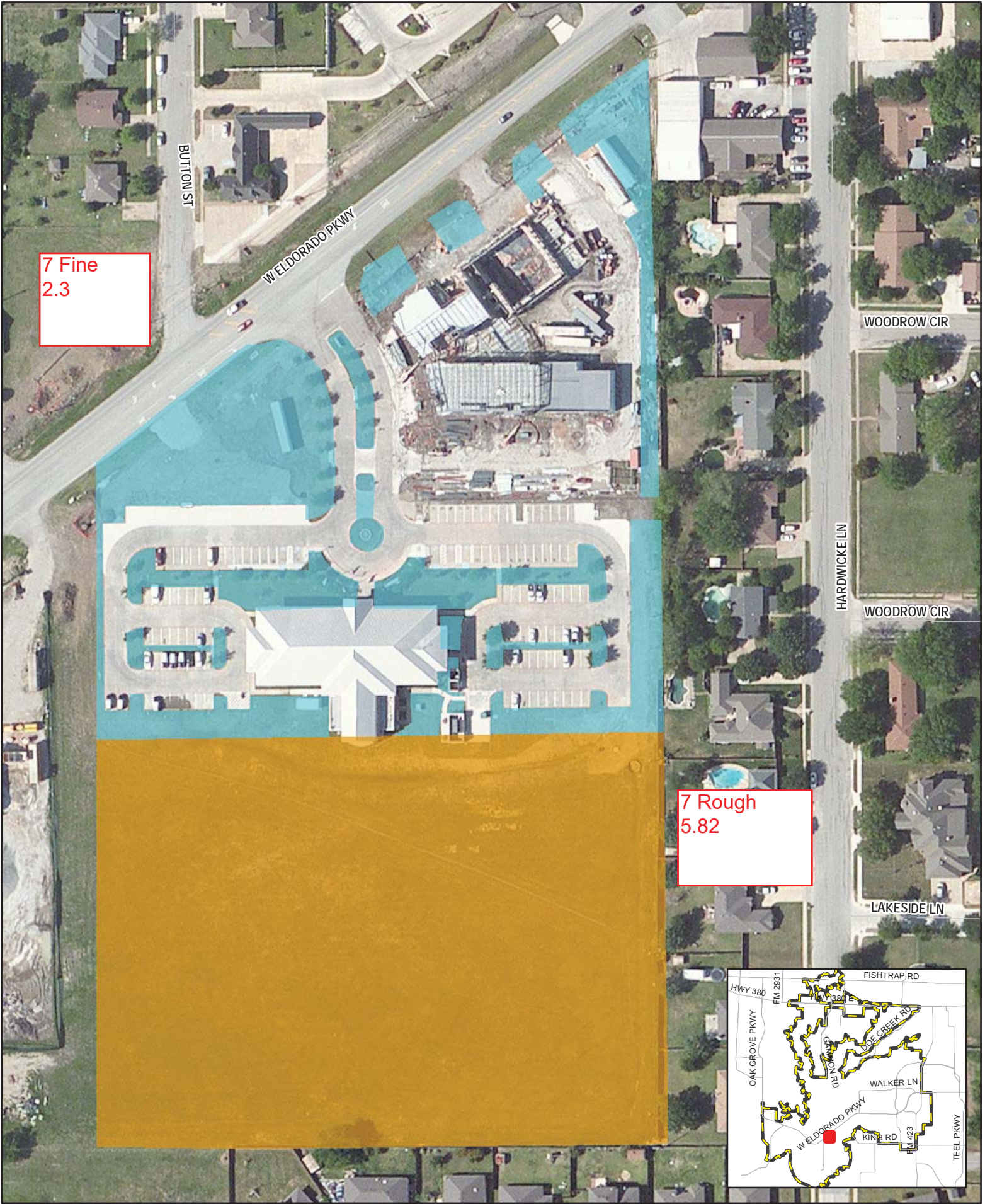




**Hardwicke
Lift Station**
0.004 acres
Date: 5/18/2012

Legend
Mow type
 Fine
 Rough





7 Fine
2.3

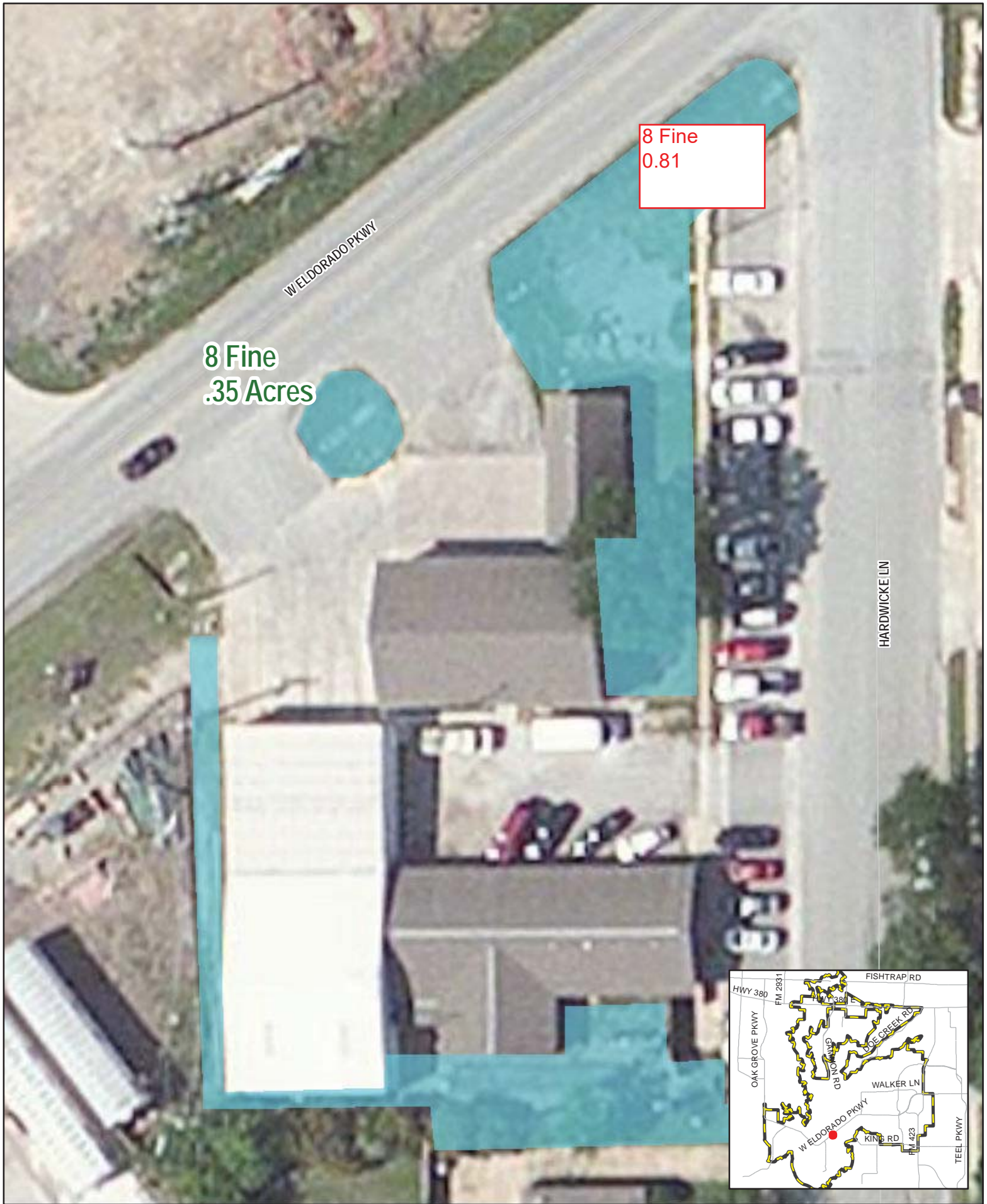
7 Rough
5.82



Town Hall
8.12 acres
Date: 5/18/2012

Legend
Mow type
Fine 2.3
Rough 5.82

171
0 37.5 75 150 Feet



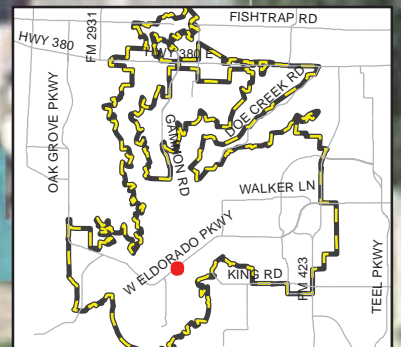
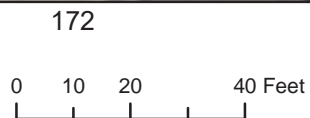
Old Community Center/Fire Station
.35 Acres

Date: 7/19/2012

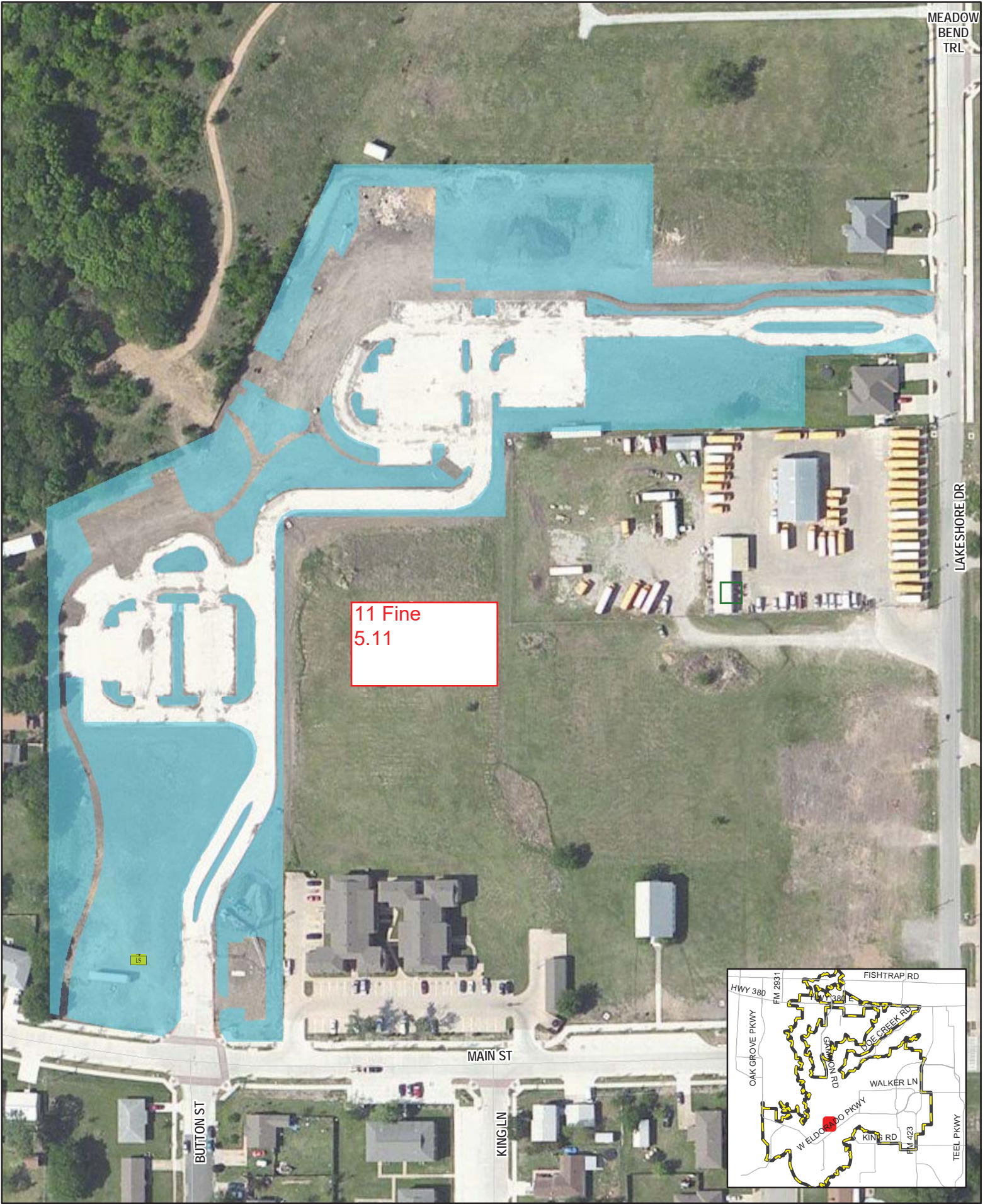
Legend

Mow type

- Fine
- Rough

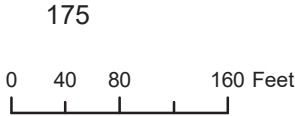


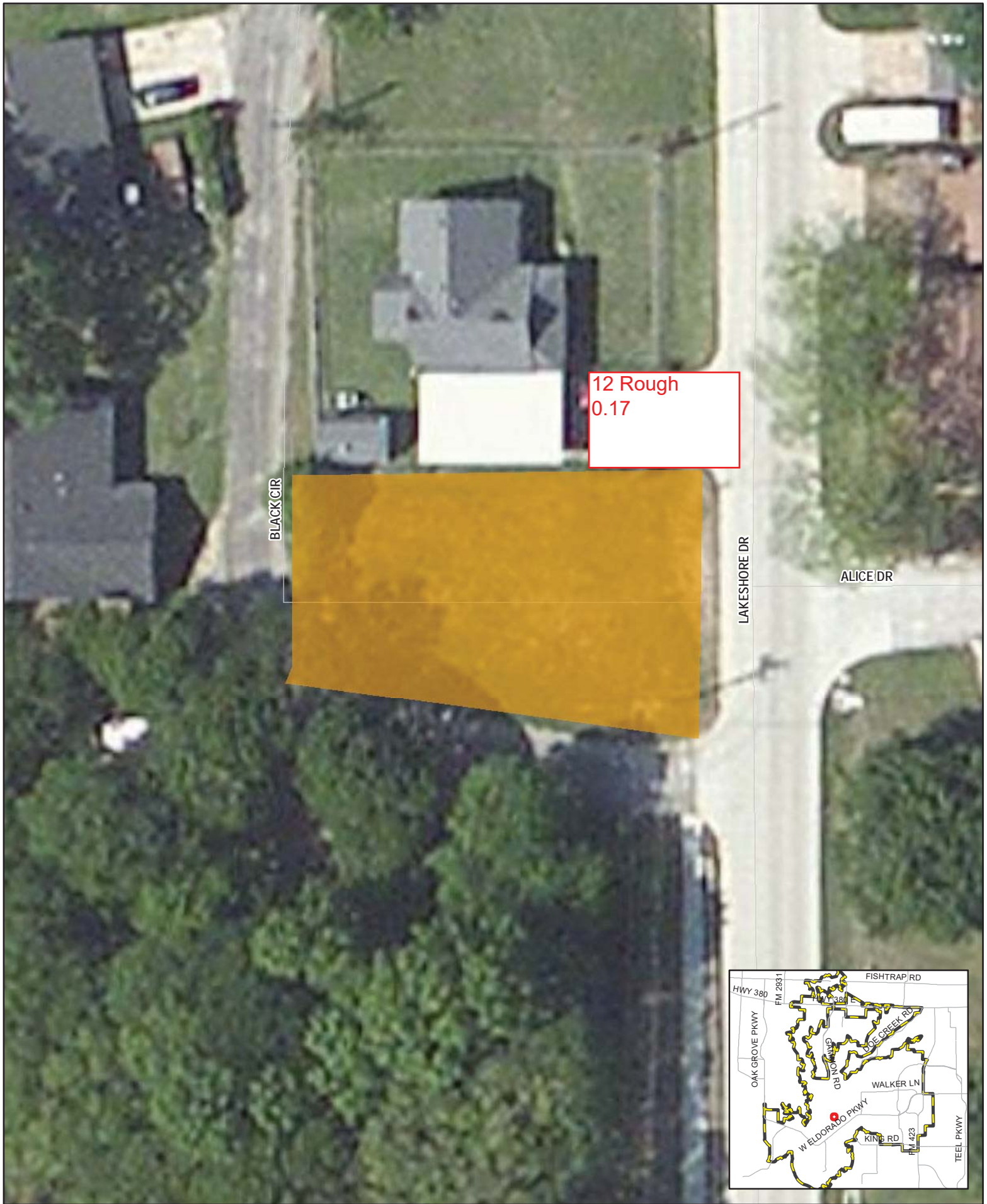




Senior & Rec Center
5.11 acres
 Date: 5/18/2012

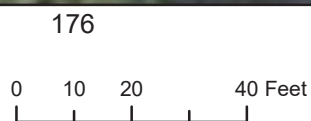
Legend
Mow type
 Fine
 Rough



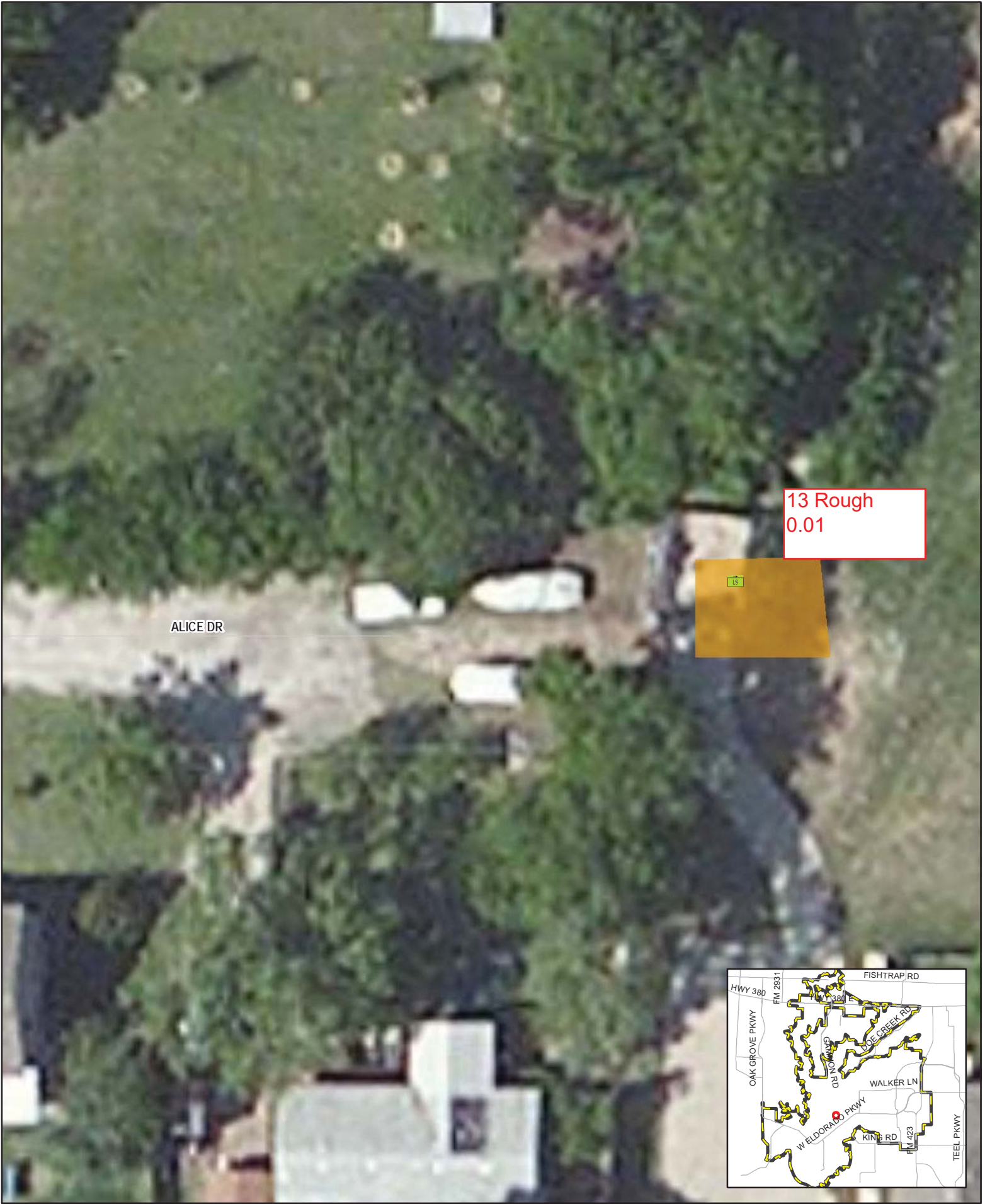


Lakeshore Dr.
0.17 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough



12

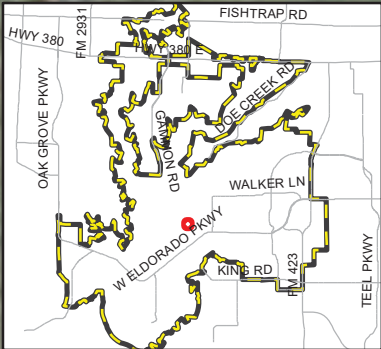


Lakewood Lift Station
0.01 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough

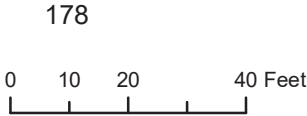
177
0 5 10 20 Feet

13



Lift Station #6
37.84 sq. feet
Date: 5/23/2012

Legend
Mow type
Fine
Rough



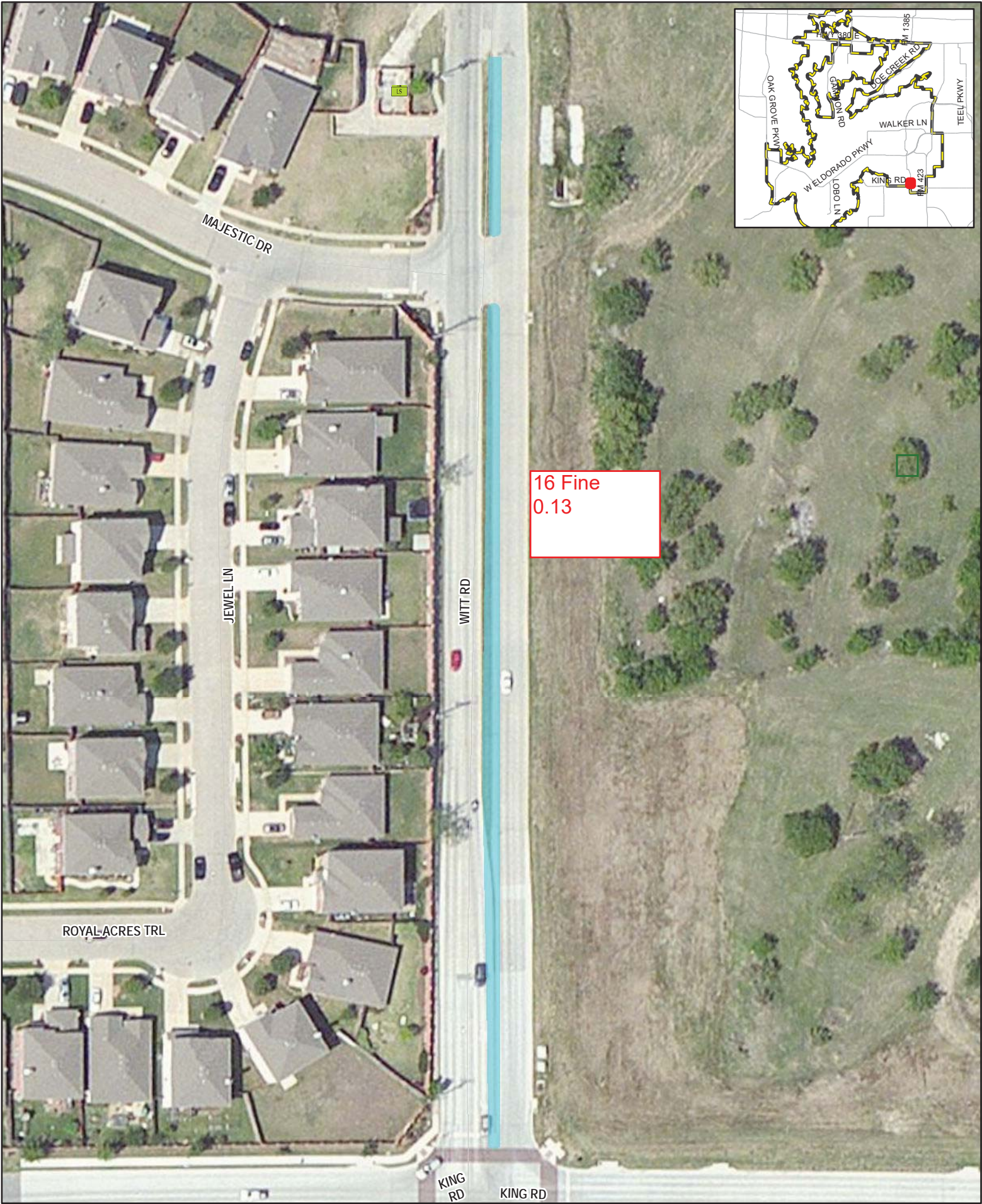


1600 Mark Tree Lane
1.45 Acres

Date: 6/13/2012

Legend
Mow type
Fine
Rough





16 Fine
0.13



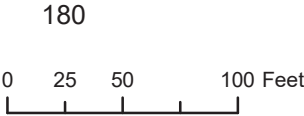
Witt Rd Median
.13 acres

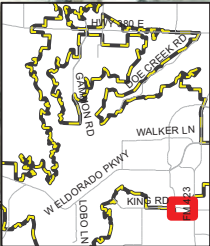
Date: 5/18/2012

Legend

Mow type

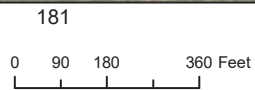
- Fine
- Rough

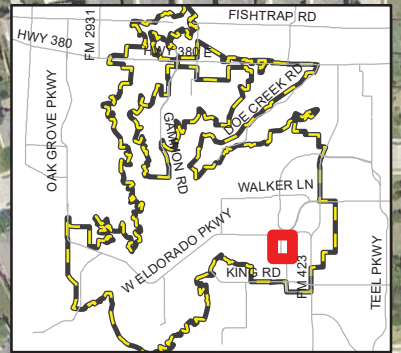
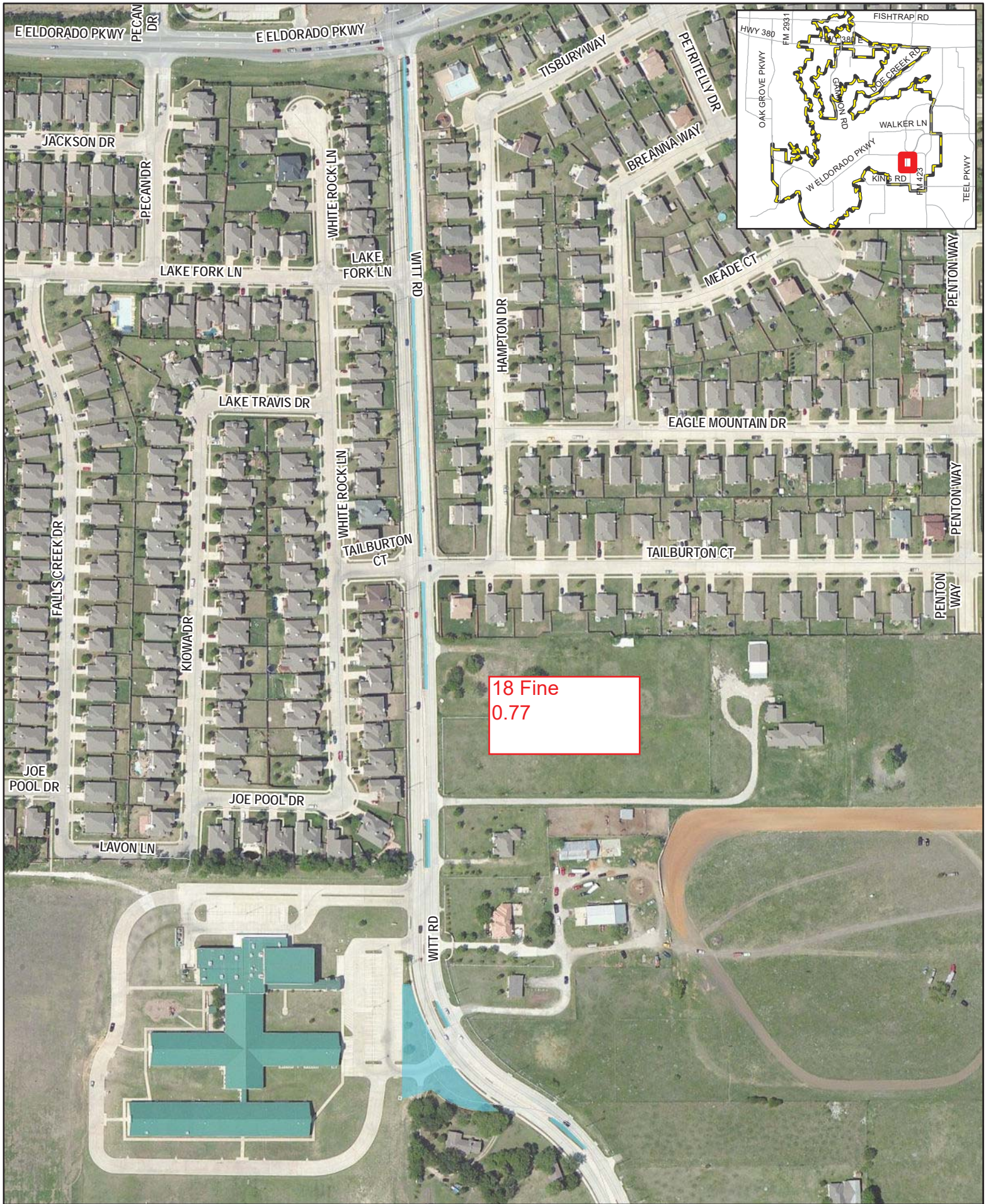




King Rd Median
 .9 acres
 Date: 9/18/2012

Legend
 Mow type
 Fine
 Rough





18 Fine
0.77

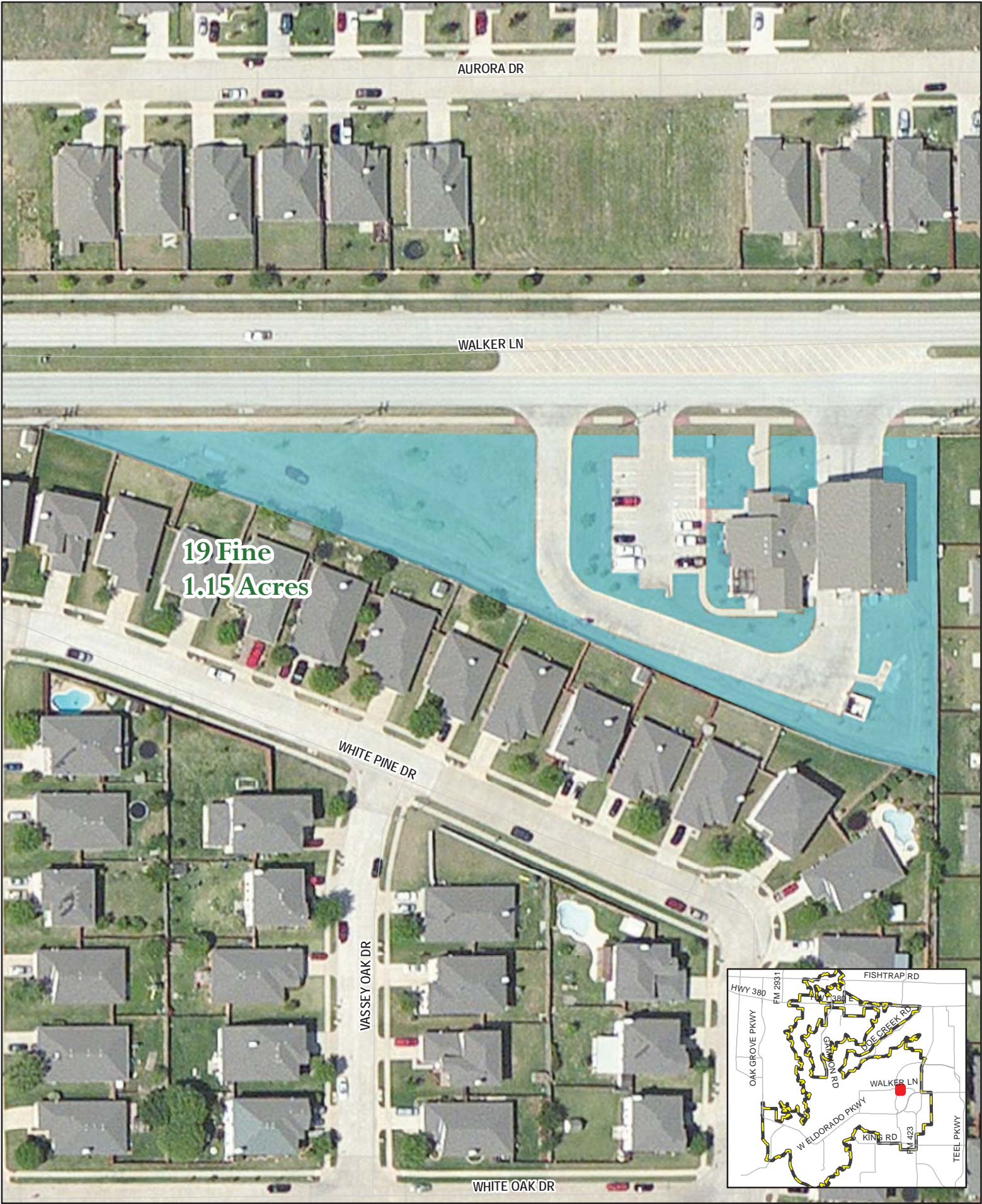


Witt Rd Median
.77 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough

182
0 80 160 320 Feet

18



19 Fine
1.15 Acres



Fire Station No. 2
2301 Walker Lane
1.15 Acres

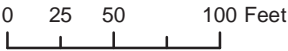
Date: 6/13/2012

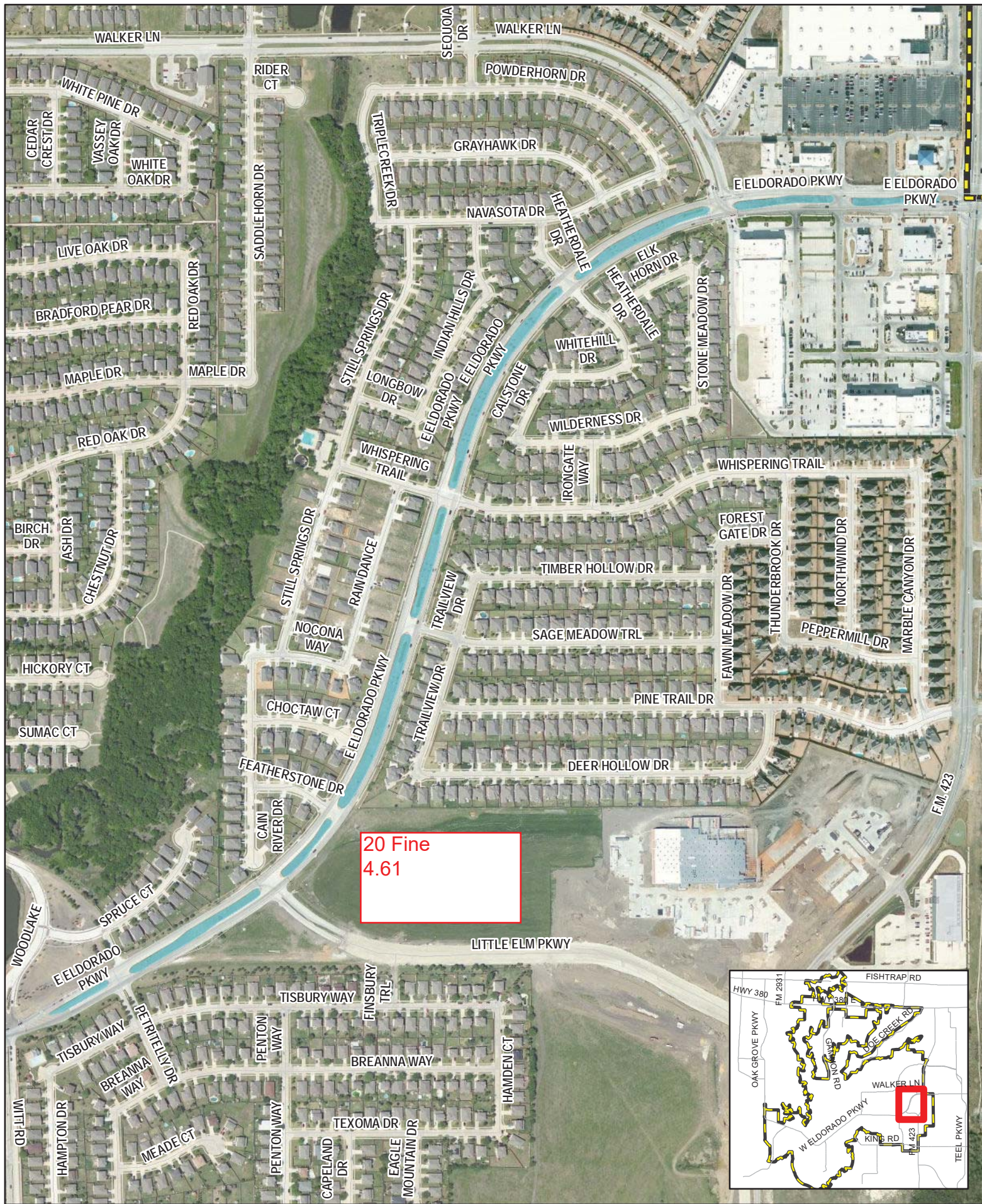
Legend

Mow type

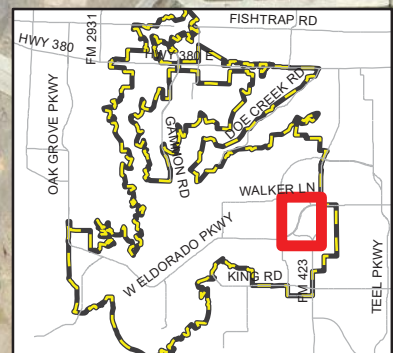
- Fine
- Rough

183





20 Fine
4.61



Eldorado Pkwy Median
4.61 acres
Date: 5/18/2012

Legend

Mow type



184

0 165 330 660 Feet

20

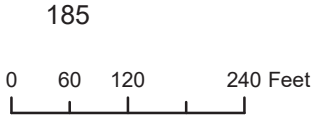


21 Rough
3.51

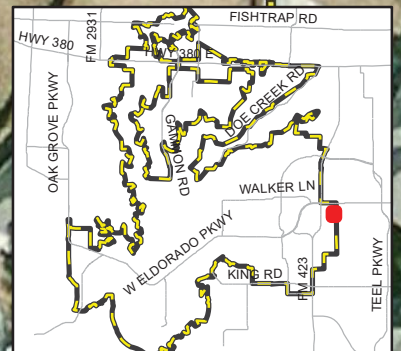


FM 423 Culvert
3.51 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough

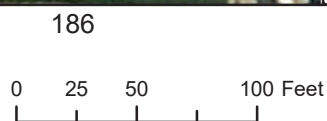


21

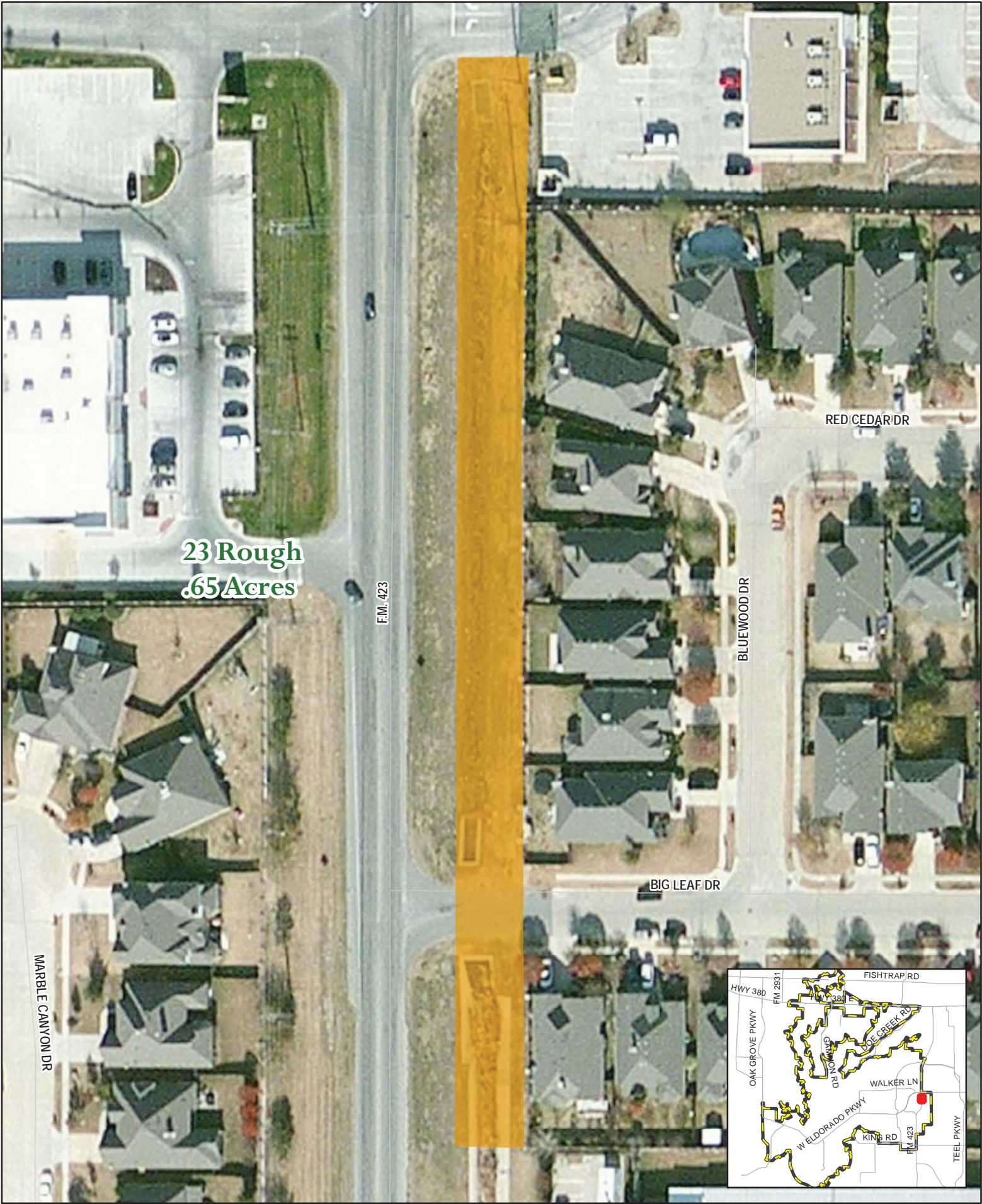


Mansell Pump Station
2.84 acres
Date: 5/18/2012

Legend
Mow type
Fine 0.44
Rough 2.4



22



23 Rough
.65 Acres

F.M. 423

RED CEDAR DR

BLUEWOOD DR

BIG LEAF DR

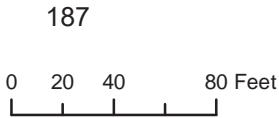
MARBLE CANYON DR



2500 Block FM 423
.65 Acres

Date: 6/13/2012

Legend
Mow type
Fine
Rough

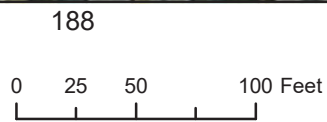


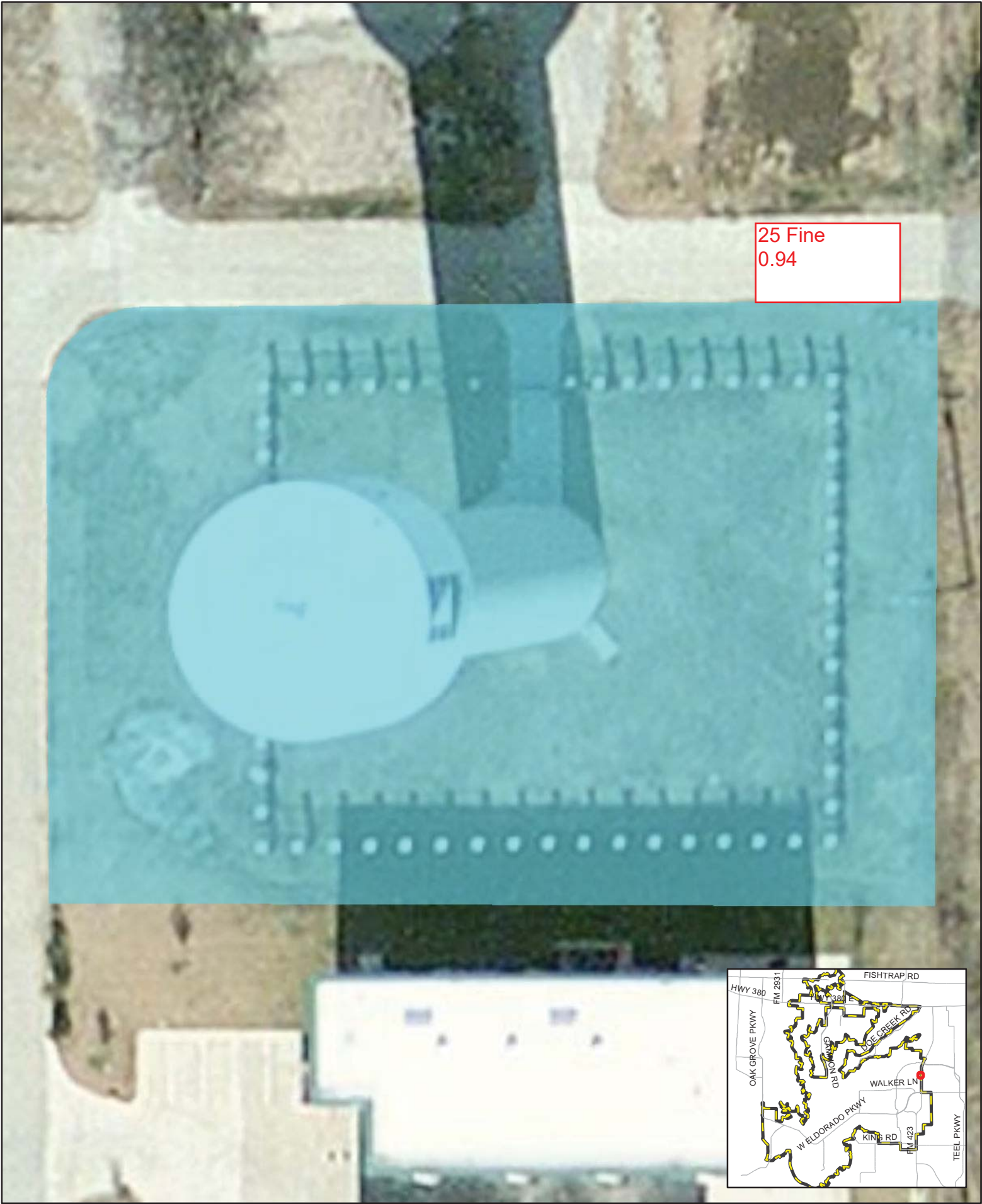
23



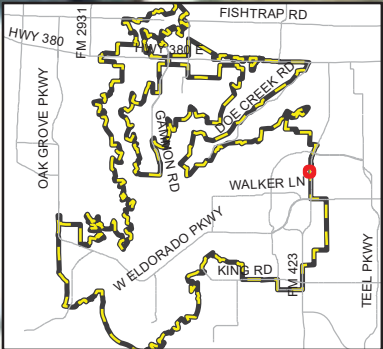
Eldorado @ Red Spruce
.23 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough





25 Fine
0.94

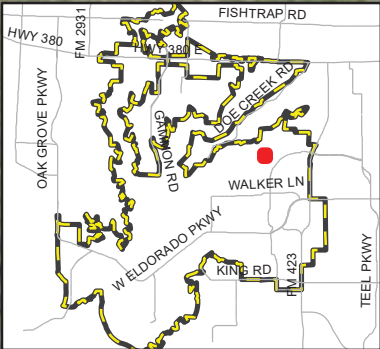


FM 423 Water Tower
0.94 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough

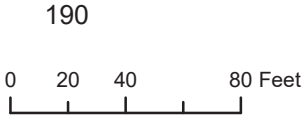
189
0 10 20 40 Feet

25

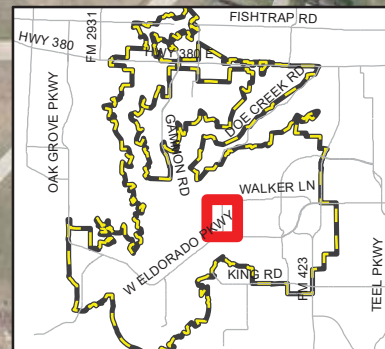


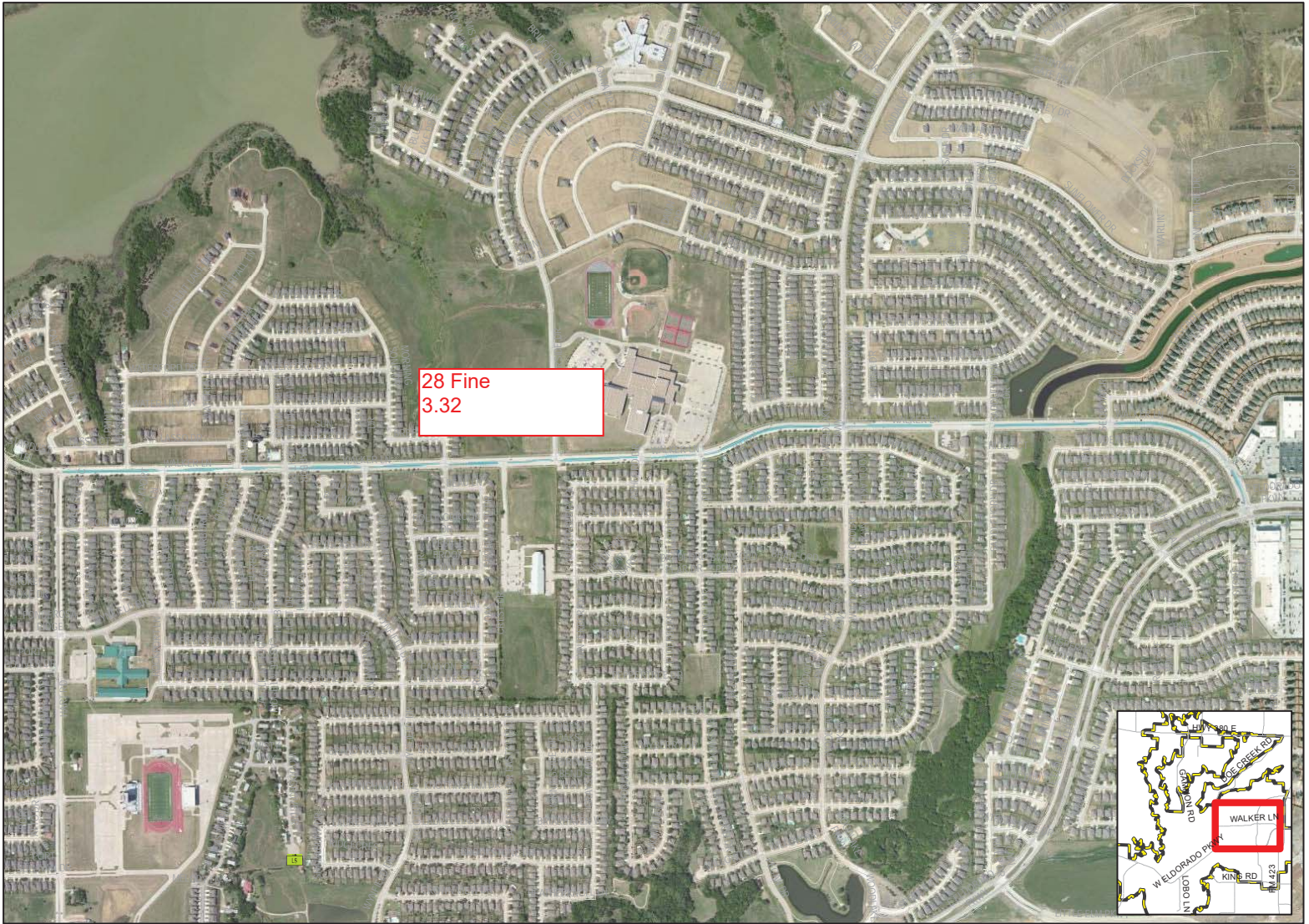
**Sunset Pointe
Lift Station**
0.01 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough



26



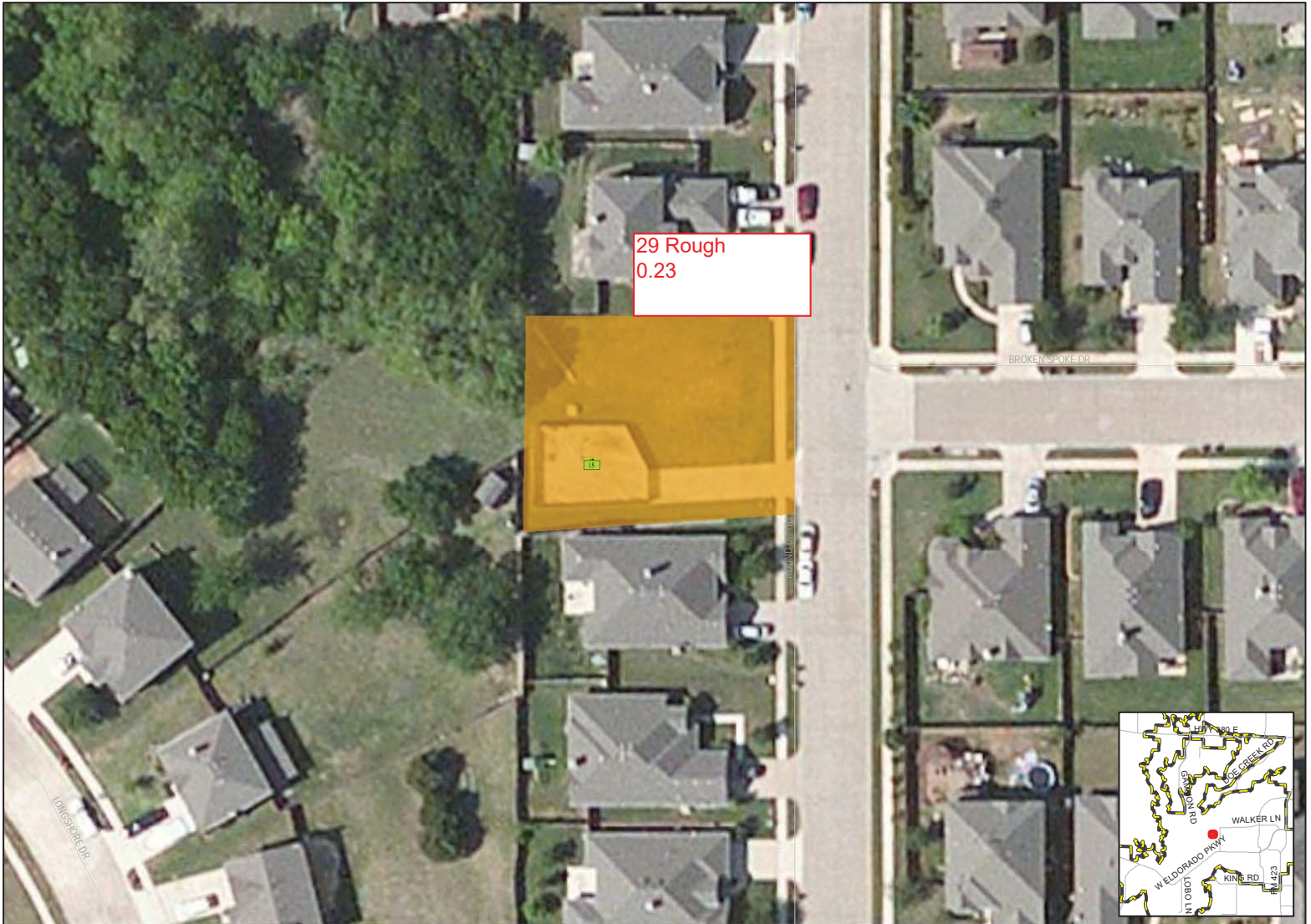


Walker Ln
3.32 acres
Date: 5/18/2012

Legend
Mow type
Fine
Rough

192
0 300 600 1,200 Feet

28

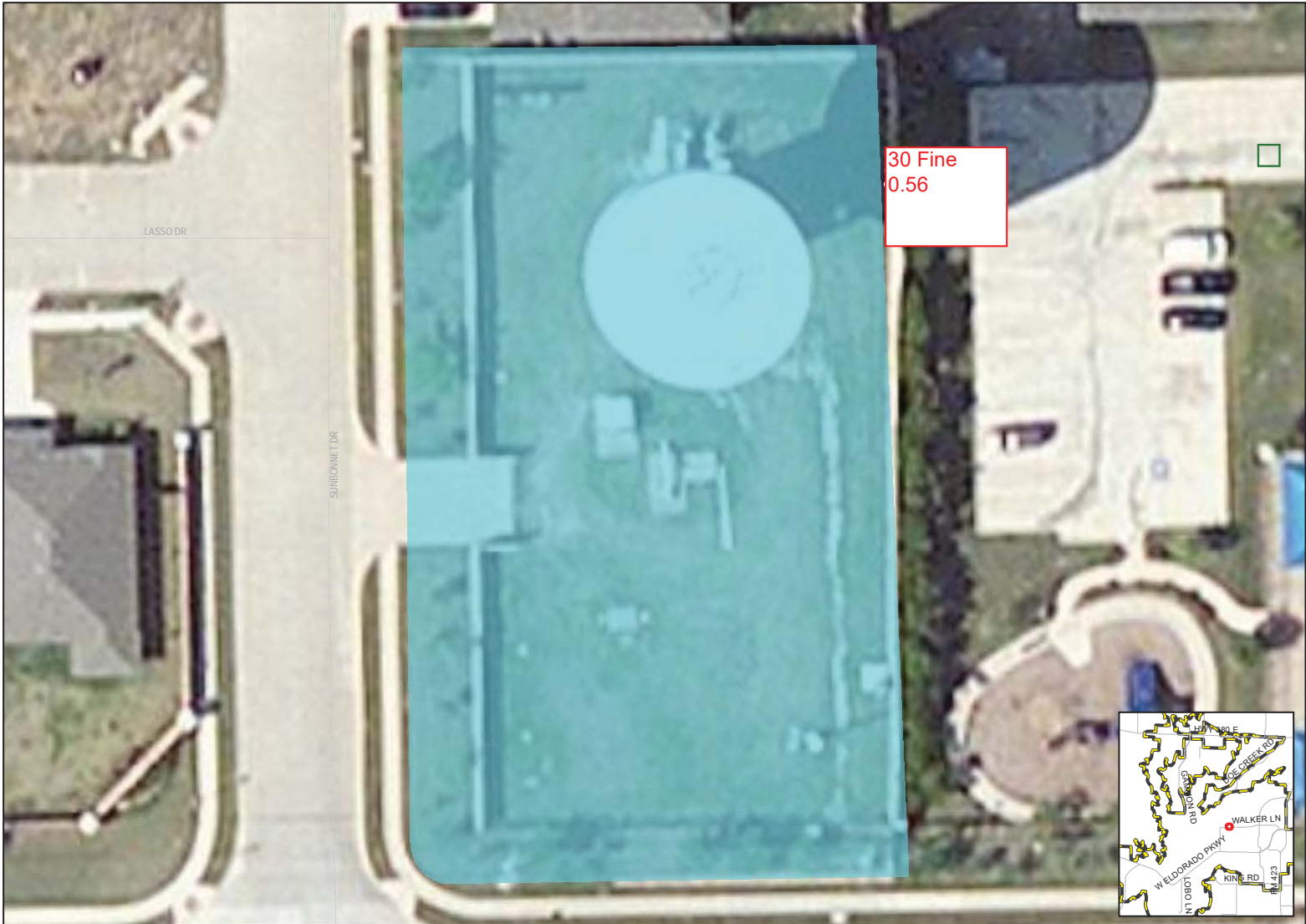


Stardust Lift Station
0.23 acres
Date: 9/18/2012

Legend
Mow type
Fine
Rough

193
0 15 30 60 Feet

29



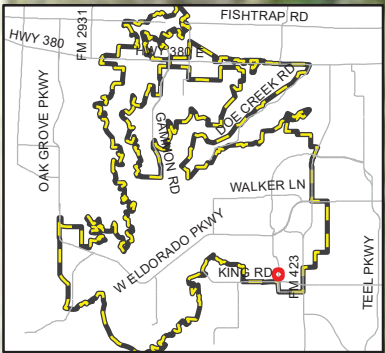
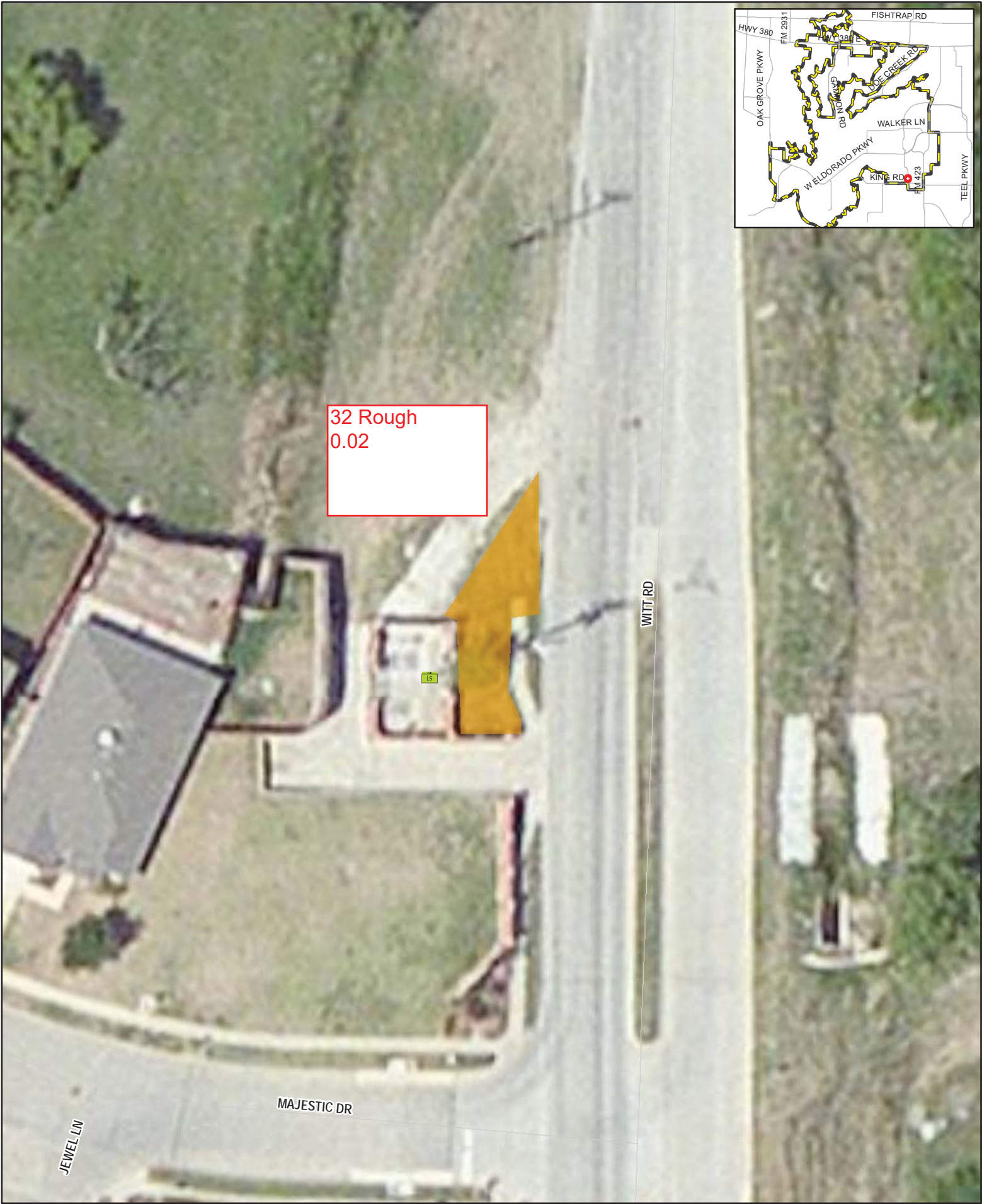
Walker Ln
Water Tower
0.56 acres
Date: 9/18/2012

Legend
Mow type
Fine
Rough

194
0 5 10 20 Feet

30





32 Rough
0.02

15

WITT RD

MAJESTIC DR

JEWEL LN



**Kings Crossing
Lift Station**
.02 acres

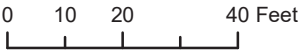
Date: 5/18/2012

Legend

Mow type

- Fine
- Rough

196



32



Main Street
.50 acres
Date: 5/21/2012

Legend
Mow type
■ Fine
■ Rough

197
 0 55 110 220 Feet

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

Standard Services Contract
Landscape Maintenance Services

THIS STANDARD SERVICES CONTRACT - LANDSCAPE MAINTENANCE SERVICES (“CONTRACT”) is entered into on this _____ day of _____, 2012 (“Effective Date”), by and between the **TOWN OF LITTLE ELM, TEXAS**, a home-rule municipal corporation located in Denton County, Texas (hereinafter referred to as “TOWN”), acting by and through its Town Manager or his designee, and _____, a corporation with its principal office located at _____ (hereafter referred to as the “CONTRACTOR”).

WITNESSETH:

WHEREAS, the TOWN desires to obtain services relative to landscape maintenance, described in more detail in the attached specifications; and

WHEREAS, CONTRACTOR can provide such services and is in the business of and has the expertise, experience, resources, licenses, and capability to perform said services as described in the attached specifications;

WHEREAS, CONTRACTOR will handle such service delivery within all local, state and federal laws; and,

WHEREAS, CONTRACTOR is willing to undertake such services for TOWN in exchange for the consideration hereinafter specified; NOW, THEREFORE,

FOR AND IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Definitions

A. “Contract” means this Contract and the Request for Competitive Sealed Bid No. 20120724 – Landscape Maintenance Services, attached hereto as **Exhibit A** and which is incorporated herein by reference into this Contract as if set out here in its entirety.

B. “Services” means all work performed by CONTRACTOR as specified in or under this Contract.

II.

Employment of Contractor

A. CONTRACTOR will perform as an independent contractor all landscape maintenance services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action.

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

III.

Scope of Services

A. CONTRACTOR agrees to provide all Services as necessary for fulfillment of the terms and conditions stated in the attached documents and specifications.

B. CONTRACTOR agrees to perform the Services in strict compliance with all applicable local, state and federal laws, rules, and regulations.

C. Deviations from the scope of services or other provisions of this Contract may only be made by written agreement signed by all parties to this Contract.

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

IV.

Compensation

A. Total payment for Services described herein shall be a sum not to exceed _____ and ____/100 Dollars (\$_____.00). No budgetary amount has

been included for additional services. No additional services may be performed or provided without the express written approval of the Town Manager.

B. If additional services or expenses are requested, CONTRACTOR will not provide such additional services until authorized by TOWN in writing to proceed. The scope of services shall be strictly limited. TOWN shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless TOWN shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

C. Each month CONTRACTOR will submit to TOWN an invoice for actual Services performed and reimbursable expenses incurred by CONTRACTOR during the previous month. Each invoice shall be itemized to show the amount of work performed during that month.

D. Within thirty (30) days of receipt of each such monthly invoice TOWN shall make monthly payments in the amount shown by CONTRACTOR's approved monthly statements and other documentation submitted.

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

V.

Term

The initial term of this Contract is for a period of one (1) year from the Effective Date. The TOWN, at its option and upon approval by Town Council, may extend this Contract by adding additional one (1) year increments, upon the same terms and conditions, for up to three (3) additional one (1) year terms.

VI.

Termination

TOWN may terminate this Contract upon thirty (30) day written notice to CONTRACTOR. Upon receipt of termination notice, CONTRACTOR shall immediately cease provision of services required under this Contract, unless other written agreements have been agreed to in writing by the TOWN.

VII.

Right to Inspect Records

CONTRACTOR agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to

this Contract. CONTRACTOR agrees that TOWN shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. TOWN shall give CONTRACTOR reasonable advance notice of intended audits.

VIII.

Indemnity

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the TOWN shall have the right to approve counsel to be retained by CONTRACTOR in fulfilling its obligation to defend and indemnify the TOWN. CONTRACTOR shall retain approved counsel for the TOWN within seven (7) business days after receiving written notice from the TOWN that it is invoking its right to indemnification under this Contract. If CONTRACTOR does not retain counsel for the TOWN within the required time, then the TOWN shall have the right to retain counsel and the CONTRACTOR shall pay these attorneys' fees and expenses. The TOWN retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

IX.

Insurance

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

provided as hereinafter required. The insurance requirements shall remain in effect throughout the term of this Contract.

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

Town of Little Elm, Texas
Attn: Town Manager
100 West Eldorado Parkway
Little Elm, Texas 75068

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

D. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

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

Town of Little Elm, Texas
Attn: Town Manager
100 West Eldorado Parkway
Little Elm, Texas 75068

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

4. The term "Owner" or "TOWN" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of TOWN and the individual

members, employees and agents thereof in their official capacities, and/or while acting on behalf of TOWN;

5. The policy phrase "Other Insurance" shall not apply to TOWN where TOWN is an additional insured on the policy; and
 6. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. Concerning insurance to be furnished by CONTRACTOR, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONTRACTOR. The TOWN's decision(s) thereon shall be final;
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
 3. All liability policies required herein, save and except the Professional Liability Insurance, shall be written with an "occurrence" basis coverage trigger.
- F. CONTRACTOR agrees to the following:
1. With the exception of Professional Liability, CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONTRACTOR;
 3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONTRACTOR (or any subcontractors) shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONTRACTOR from liability; and
 4. No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

X.
Default

TOWN reserves the right to terminate this Contract immediately upon breach of any term or provision of this Contract by CONTRACTOR; or, if at any time during the term of this Contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then TOWN shall have the right, if CONTRACTOR shall not cure any such default after ten (10) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by TOWN shall not be deemed a waiver of any other right or remedy of TOWN.

XI.
Changes

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

XII.
Conflict of Interest

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

XIII.
Mailing Address

A. All notices and communications under this Contract to be mailed or delivered to TOWN shall be sent to the address of TOWN's agent as follows, unless and until CONTRACTOR is otherwise notified:

Town of Little Elm, Texas
Attn: Town Manager
100 West Eldorado Parkway
Little Elm, Texas 75068

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

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

XIV.
Successors and Assigns

TOWN and CONTRACTOR each binds himself and his successors, executors, administrator and assigns to the other party of this Contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither TOWN nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

XV.
Applicable Law

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

XVI.
Severability

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

XVII.
Remedies

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

XVIII.
Entire Agreement

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

XIX.
Non-Waiver

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

XX.
Headings

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

XXI.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Little Elm, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Denton County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

CONTRACTOR

By: _____

Title: _____

TOWN OF LITTLE ELM, TEXAS

By: _____
Town Manager

ATTEST

Town Secretary

EXHIBIT A

Request for Competitive Sealed Bid No. 20120724 – Landscape
Maintenance Services



**LITTLE ELM
TOWN OF LITTLE ELM**

AGENDA INFORMATION SHEET:

COUNCIL MEETING DATE: August 21, 2012

PROJECT: Establish and Appoint a Charter Review Committee.

DESCRIPTION: A proposition was passed on the May 4, 2011 ballot regarding a Charter Review Committee. It states that the Town Council shall establish and appoint a Charter Review Committee to review and make recommendations regarding the Town Charter. The Charter Review Committee shall be composed of not fewer than seven (7) residents of the Town, and shall be established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations.

COST: N/A

FUNDING: N/A

SCHEDULE: Immediate

RECOMMENDED

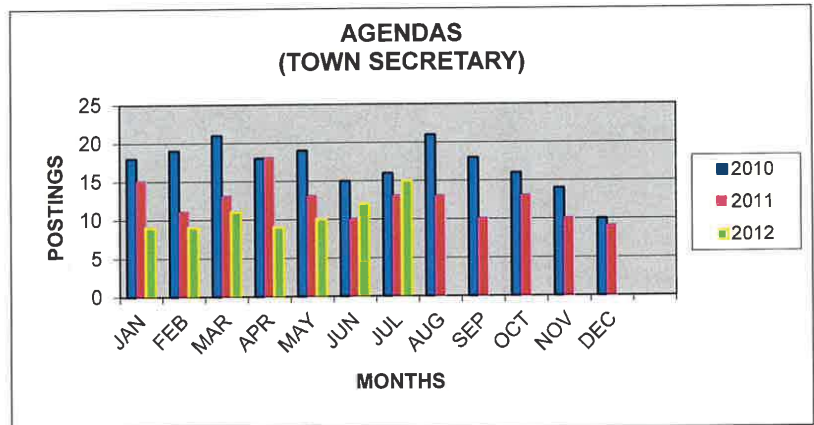
ACTION: Town Council to establish and appoint at least seven (7) residents to the Charter Review Committee.

ATTACHMENT: Section 15.02 of the Town Charter

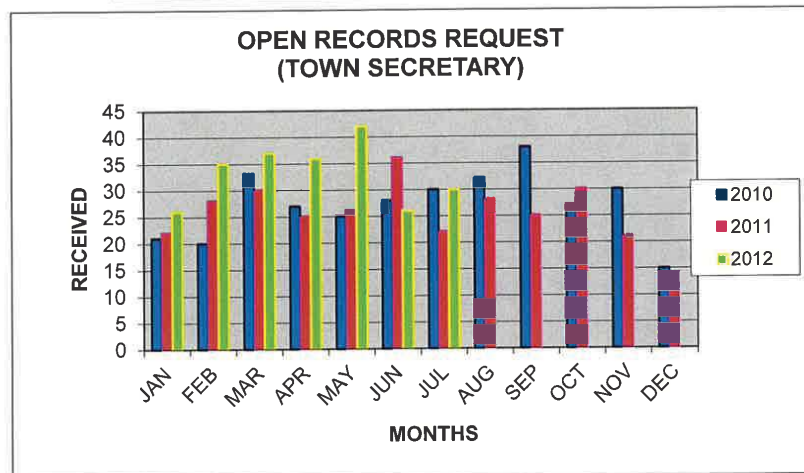
SECTION 15.02. CHARTER REVIEW COMMITTEE

- A. The Town Council shall establish and appoint a Charter Review Committee to review and make recommendations regarding the Town Charter. The Charter Review Committee shall be composed of not fewer than seven (7) residents of the Town, and shall be established and appointed by Town Council at least every two (2) years from the date that the prior Charter Review Committee concluded its operations. The Charter Review Committee shall be established and appointed not less than nine (9) months before the selected election date at which any proposed Charter amendments may be considered.
- B. It shall be the duty of the Charter Review Committee to do the following:
1. Inquire into the operation of the Town government under the Charter provisions and determine whether any such provisions require revision. To this end, public hearings may be held; and the Charter Review Committee shall have the power to compel the attendance of any officer or employee of the Town and to require the submission of any non-privileged and non-confidential Town records which the Charter Review Committee may determine is necessary to conduct such hearings.
 2. Propose any recommendations to the Town Manager and Town Council that the Charter Review Committee may determine are desirable to ensure compliance with the provisions of this Charter by the Town's departments.
 3. Propose amendments to the Charter to improve the effective application of the Charter to current conditions.
 4. Report the Charter Review Committee's findings and present its proposed amendments, if any, to the Town Council. Any report of the Charter Review Committee shall be delivered to the Town Attorney at least fifteen (15) days prior to its presentation to the Town Council. Within such time, and no later than ten (10) days prior to its presentation to the Town Council, the Town Attorney shall advise the Charter Review Committee in writing of any changes in proposed amendments which the Town Attorney deems necessary or desirable. A copy of the Town Attorney's recommendations shall be attached to the report of the Charter Review Committee at the time of its presentation to the Town Council.
- C. The Town Council shall receive any Charter Review Committee report and have published in a newspaper of general circulation in the Town all proposed amendments recommended by the final report of the Charter Review Committee.
- D. The term of office of the Charter Review Committee shall not exceed nine (9) months. If during such term, no report is presented to the Town Council, then all records of the proceedings of the Charter Review Committee shall be filed with the Town Secretary.

	2010	2011	2012
JAN	18	15	9
FEB	19	11	9
MAR	21	13	11
APR	18	18	9
MAY	19	13	10
JUN	15	10	12
JUL	16	13	15
AUG	21	13	
SEP	18	10	
OCT	16	13	
NOV	14	10	
DEC	10	9	



	2010	2011	2012
JAN	21	22	26
FEB	20	28	35
MAR	33	30	37
APR	27	25	36
MAY	25	26	42
JUN	28	36	26
JUL	30	22	30
AUG	32	28	
SEP	38	25	
OCT	27	30	
NOV	30	21	
DEC	15	14	



July 2012



*The Town with a
Lake Attitude*



Monthly Development Report



211

28,636

Current Population Est.

Town of Little Elm
Development Services Department
100 W. Eldorado Parkway
Little Elm, TX 75068
214-975-0472

The Development Services Department is comprised of six (6) divisions:

Building Safety: The Building Safety division is responsible for the review, processing, issuance, and inspection of development related permits, certificates of occupancy, and annual registrations in the Town limits and extra-territorial jurisdiction (ETJ). Building Safety is the first step in emergency response by ensuring safe and quality construction for buildings, remodels, and development.

CIP/Construction: The CIP/Construction division manages the Town's capital improvement projects, permits activity within the Town's rights-of-way and other easements, inspects the installation and construction of roadways, water and sewer lines, storm-water and drainage facilities, new development, and Town facilities, and coordinates with external public agencies and franchises.

Engineering: The Engineering division provides assistance and guidance to developers and contractors on new development, infrastructure projects, facilities, and other construction. This process includes coordinating development projects, maintaining the Town's construction specifications and design criteria, providing engineering review and permitting of plans, field inspections, and other special projects.

GIS: The Geographic Information Systems division provides a variety of services to support daily operations for the Town of Little Elm and its customers. GIS roles include map creation, managing technology, archiving infrastructure and public safety records, maintaining current base layers, leading special projects, and providing technical assistance, statistical analysis, consulting, guidance, and training to external and internal customers.

Health Services: The Health Services division performs routine consumer health inspections, enforces development codes, coordinates the rental registration program, manages annual registrations, and administers the inspection, improvement, and rehabilitation of environmental hazards on public and private premises. Health Services protects property values, ensures neighborhood integrity, and enhances Little Elm's image and reputation by abating grime, enforcing property standards, and preventing community decline.

Planning & Zoning: The Planning & Zoning division manages the planning and development issues of importance to Little Elm and the surrounding region by being the primary liaison between the Town and developers, administering award-winning development regulations, supervising special projects, originating future plans, drafting ordinances, and providing staff support to numerous boards and commissions. Planning & Zoning ensures functional, high quality, and aesthetically pleasing development that is sustainable, coordinated, and enhances Little Elm's long-range tax base.

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TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

July 2012

PLANNING AND ZONING



Commercial Projects:

Little Elm Eye Care: *site work started*

The Mansions: *site work started*

McCord Park: *site work started*

The Estates: *site work started*

Residential Projects:

Paloma Creek South Phase 3 (126 residential lots): *under construction*

Sunset Pointe Phase 22 (47 residential lots): *under construction*

Sunset Pointe Phase 23 (67 residential lots): *under construction*

Paloma Creek South Phase 7A (48 residential lots): *under construction*

Sunset Pointe Phase 24 (44 residential lots): *under construction*

Paloma Creek South Phase 9B (88 residential lots): *under construction*

Frisco Hills Phase 3A (72 residential lots): *construction expected to begin 2012*

Recently Completed Projects:

Frisco Hills I (181 residential lots): *now open*

Paloma Creek South Phase 12 (75 residential lots): *now open*

Frisco Ranch Phase 4B (54 residential lots): *now open*

Aldi: *now open*

RaceTrac: *now open with punch list items remaining*

New Life Community Church: *now open with punch list items remaining*

Lobo Fueling Center: *now open with punch list items remaining*

QuikTrip: *now open with punch list items remaining*

Brakes Plus: *now open with punch list items remaining*

Little Elm Senior & Recreation Centers: *now open*



TOWN OF LITTLE ELM
DEVELOPMENT SERVICES DEPARTMENT
MONTHLY DEVELOPMENT REPORT
July 2012

PLANNING AND ZONING

<u>Planning Cases</u>				
<u>Case Type</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Plats	15	19	17	11
Site Plans	10	8	15	6
Rezoning	6	2	6	0
PDs	4	1	2	0
SUPs	8	8	1	2
Annexations	1	0	1	0
Variances (BOA)	1	0	1	0
Ordinances	12	11	12	2
Special Projects	5	4	17	15
DRC Meetings	48	44	57	45
Marquee Ads	0	0	0	37
TOTAL	110	97	129	118

<u>Single-Family Lots Created</u>	
YEAR	# LOTS
2009	8
2010	80
2011	202
2012 (so far)	310



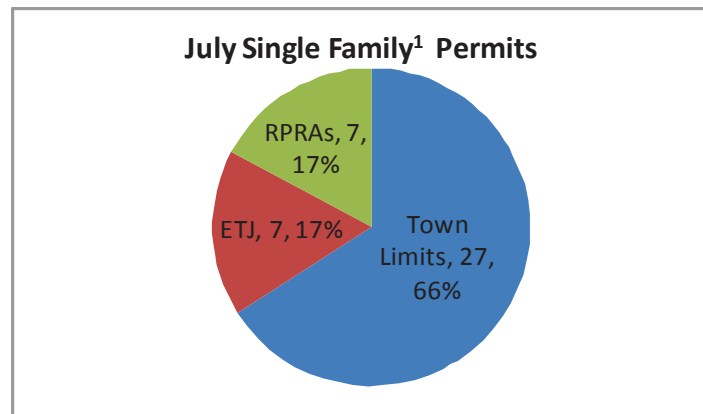
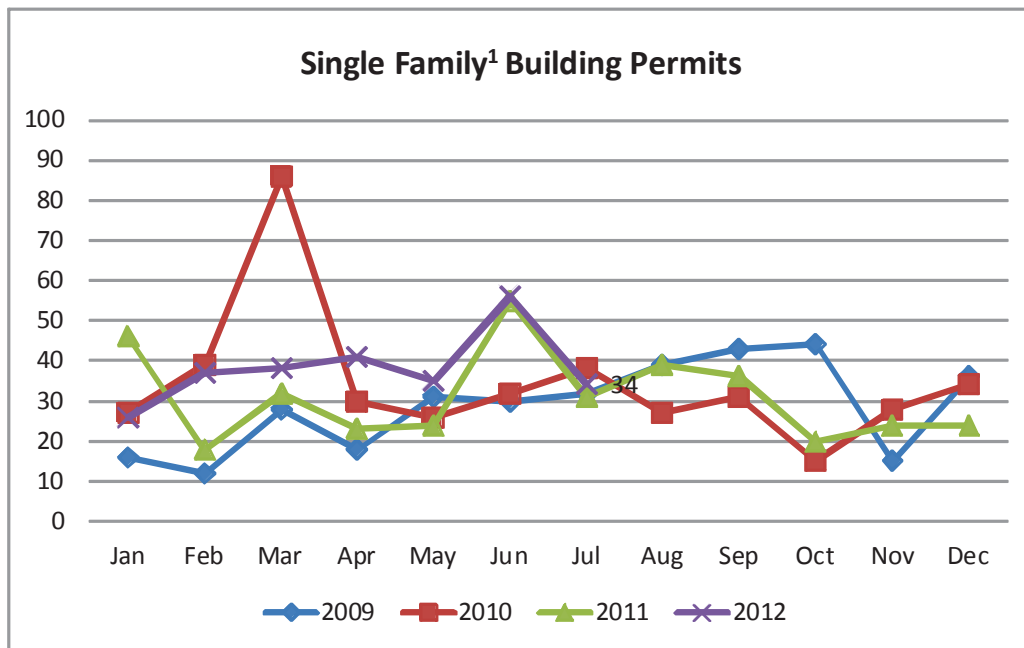
TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

July 2012

BUILDING SAFETY



Category	Description	July	2012
SF Permits (Town)	Full Review SF Permits within Little Elm	27	219
SF Permits (ETJ)	Full Review SF Permits within ETJ (Paloma Creek & Frisco Hills)	7	48
RPRAs	Residential Plan Review Approvals (Frisco Ranch & The Preserve)	7	100
Total	New Residential Units	41	367

216

¹Single Family Permits are categorized as new single-family, two-family, model homes, and manufactured homes.



TOWN OF LITTLE ELM
DEVELOPMENT SERVICES DEPARTMENT
MONTHLY DEVELOPMENT REPORT
July 2012

BUILDING SAFETY

New Commercial Buildings	
<u>Year</u>	<u># of Buildings</u>
2009	6
2010	3
2011	13
2012 (so far)	6

Includes New Commercial Buildings and New Commercial Shells.

New Commercial Businesses	
<u>Year</u>	<u># of Businesses</u>
2009	58
2010	27
2011	49
2012 (so far)	25

Includes New Commercial Buildings, New Commercial Finish-Outs, and Commercial Tenant Changes. Excludes New Commercial Shells.



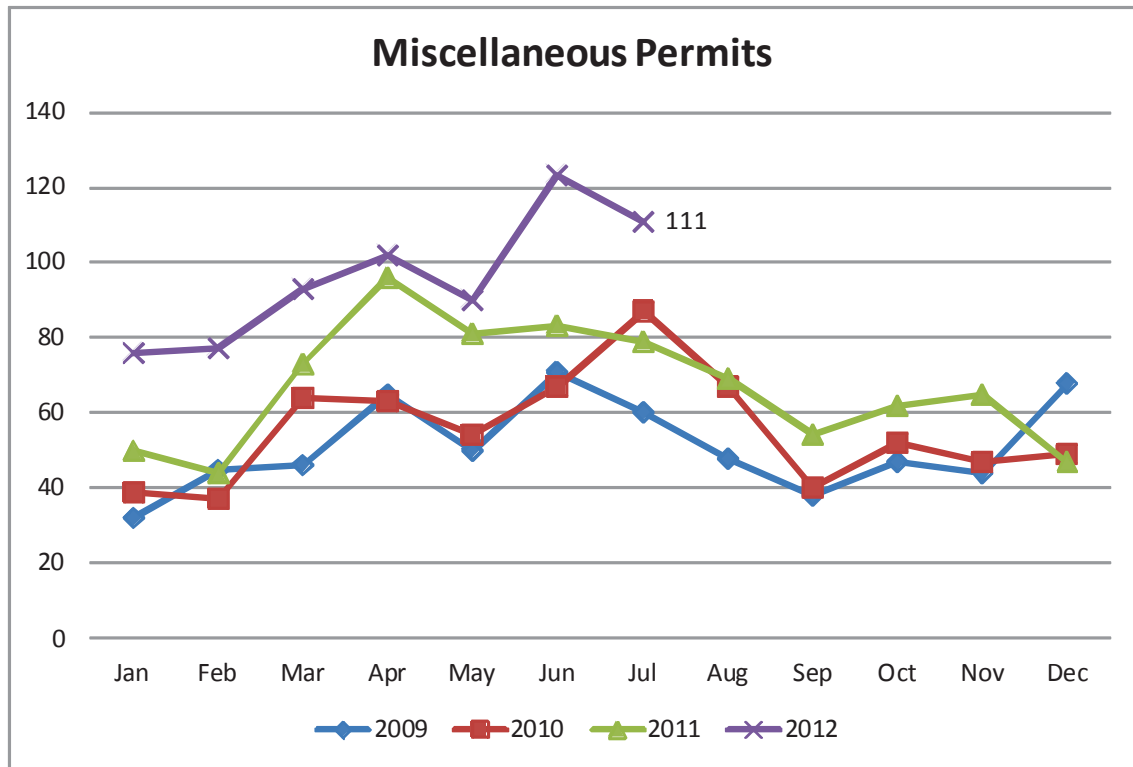
TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

July 2012

BUILDING SAFETY



Miscellaneous Permits Include: Additions, Remodels, Fences, Irrigation, Patio Covers, Pools, Signs, Accessory Structures, Electrical, Plumbing, Mechanical, Demolition, Foundation, Grading, Septic, etc.

Miscellaneous Permits	
<u>Year</u>	<u># of Permits</u>
2009	614
2010	664
2011	803
2012 (so far)	693



TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

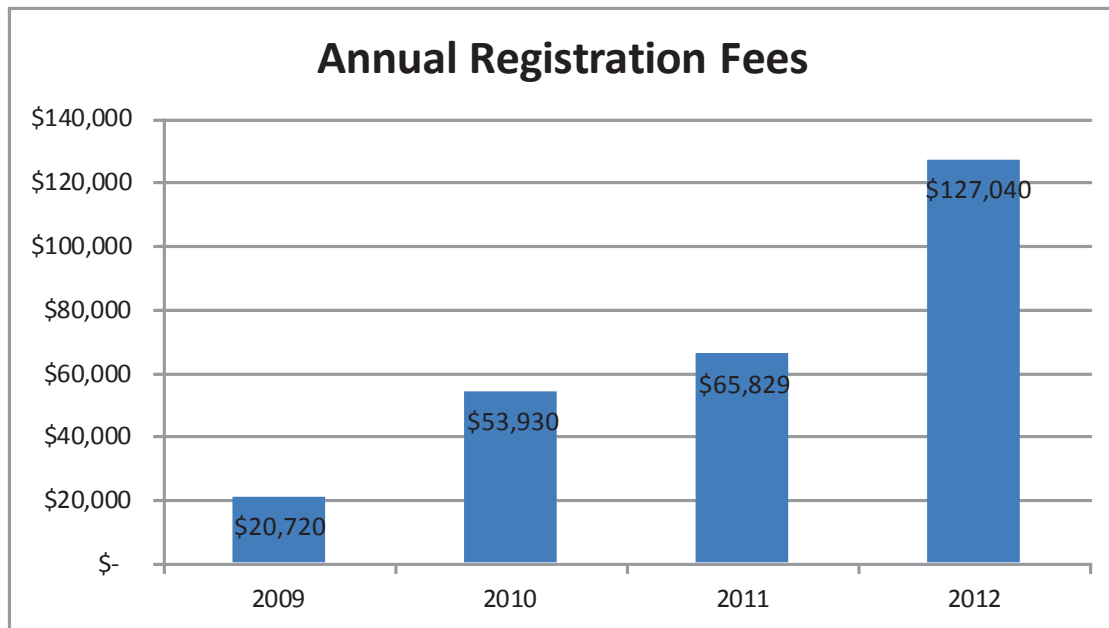
MONTHLY DEVELOPMENT REPORT

July 2012

HEALTH SERVICES

Annual Permits Year-to-Date			
	<i>Permits</i>	<i>Revenue</i>	<i>% Total</i>
Alcohol	28	\$6,397	99%
Food Establishments	72	\$21,520	99%
Pools, Schools, Daycares	33	\$2,428	100%
In-Home Daycares, Vendors	33	\$2,267	99%
Rental	1,077	\$94,117	72%

The % Total column is based on estimation of total properties or businesses that are subject to the required permit.





TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

MONTHLY DEVELOPMENT REPORT

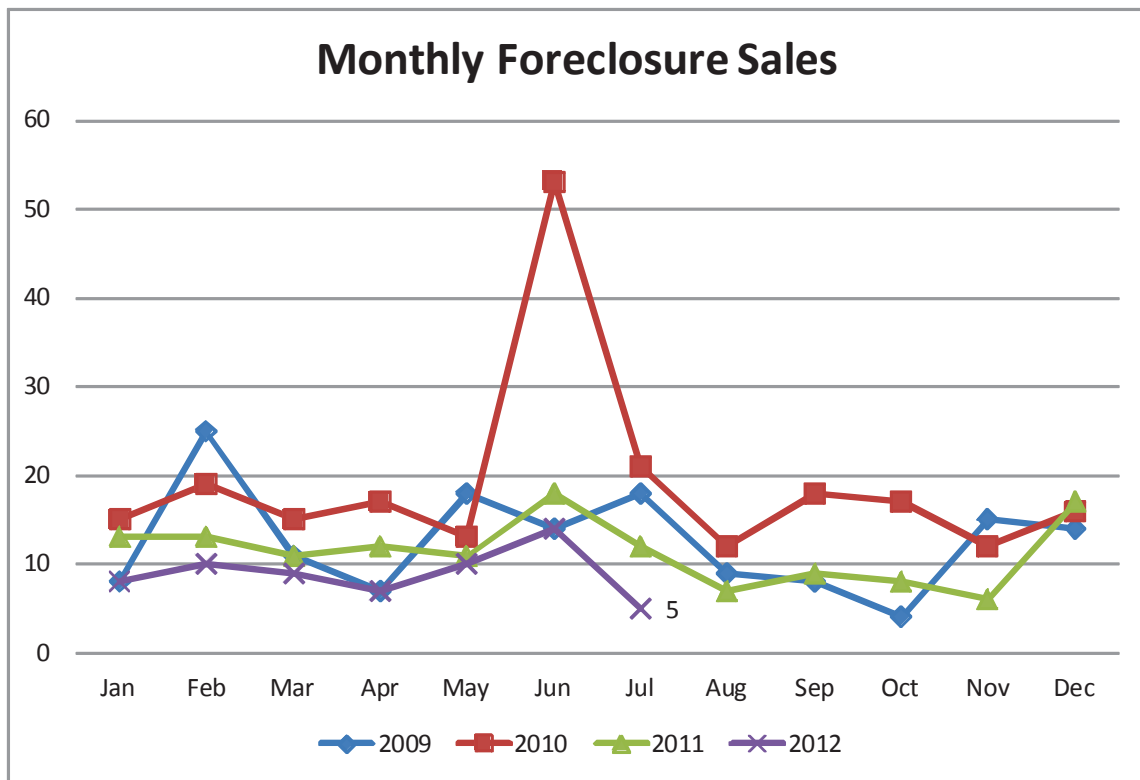
July 2012

HEALTH SERVICES

Development Officer Cases

	July	2012 Total (so far)
Rental	49	117
Health	34	203
Development Enforcement	97	369
Total Inspections	180	689

Development Enforcement includes the investigation of zoning violations, illegal signs, construction without a permit, tree preservation complaints, planning finals, and other special assignments necessary to protect Little Elm's tax base.



Source: Denton Central Appraisal District.



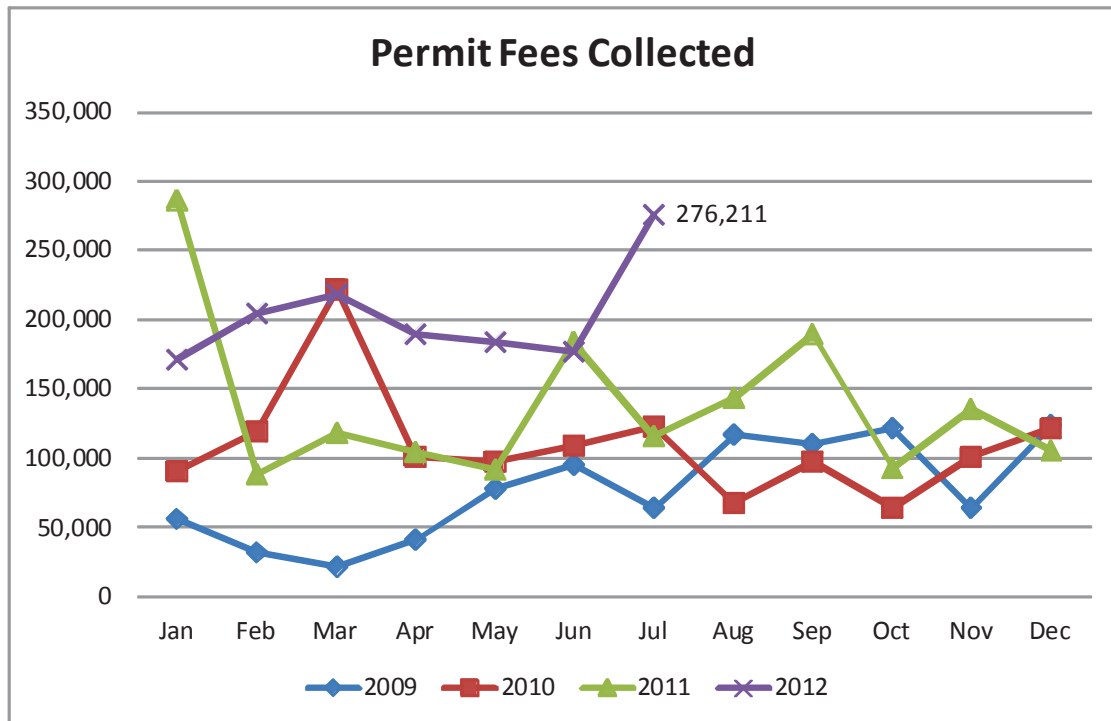
TOWN OF LITTLE ELM

DEVELOPMENT SERVICES DEPARTMENT

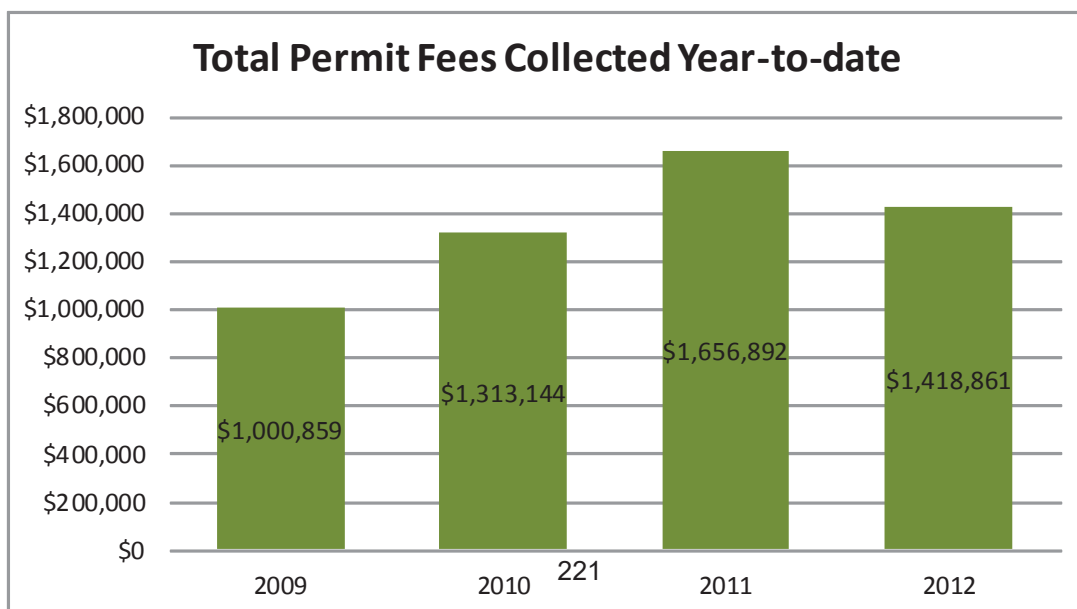
MONTHLY DEVELOPMENT REPORT

July 2012

DEPARTMENT SUMMARY



Permit Fees Collected Includes: All Building Permits, Inspection fees, Contractor Registrations, Planning fees, and Annual Permits. It excludes Impact fees.



Active Commercial Projects

Tenant Name	Project Type	Permit Date	Site Address	Status
Cottonwood Creek Marina	Addition or Remodel	12/22/2011	900 Lobo Ln.	Awaiting Final Inspection
Vertical Communications	Addition or Remodel	12/20/2011	26647 E US 380	Awaiting Final Inspection
MTSI	Addition or Remodel	1/30/2012	1320 Walker Ln.	Under Construction
Sprint	Addition or Remodel	Not Issued	14197 King Rd.	In Review
Little Elm Retail	Addition or Remodel	5/4/2012	2405 FM 423 Ste. 400	Under Construction
Lakeview Court	Addition or Remodel	4/24/2012	204 Main St.	Under Construction
Clear Wireless	Addition or Remodel	7/11/2012	3002 FM 423	Under Construction
Town of Little Elm Library/Town Hall	Addition or Remodel	6/12/2012	100 W Eldorado Pkwy.	Under Construction
PDS Building	Addition or Remodel	Not Issued	100 Clark Street	In Review
Savannah Clinic	Addition or Remodel	Not Issued	26795 E US 380, Ste 100	In Review
Town of Little Elm Streetscape and Lighting	New Commercial Building	5/10/2011	100 W Eldorado Pkwy.	Under Construction
Little Elm Eye Care	New Commercial Building	Not Issued	1200 E Eldorado Pkwy.	In Review
Town of Little Elm Animal Shelter	New Commercial Building	7/9/2012	1602 Mark Tree	Under Construction
Asian Fusion Restaurant	New Commercial Finish-Out	7/26/2012	2721 Little Elm Pkwy, Ste 215	Under Construction
Centennial Internal Medicine	New Commercial Finish-Out	Not Issued	2721 Little Elm Pkwy, Ste 220	In Review
Dentist Office	New Commercial Finish-Out	7/13/2012	1000 E. Eldorado Pkwy, Ste 130	Under Construction
Baylor Outpatient Physical Therapy	New Commercial Finish-Out	Not Issued	2700 E. Eldorado Pkwy, Ste 409	In Review
Emergency Medical Facility	New Commercial Finish-Out	Not Issued	2700 E. Eldorado Pkwy, Ste 104	In Review
7-Eleven	New Commercial Site	Not Issued	8999 FM 720	In Review
The Mansions	Grading	5/10/2012	2050 FM 423	Under Construction
The Estates	Grading	5/31/2012	1801 McCord Way	Under Construction
McCord Park	Grading	7/2/2012	1800 FM 423	Under Construction



CIP Newsletter

Town of Little Elm

CIP Newsletter

July 2012

Senior Center

Project Description

The Senior Center is now a completed structure, constructed for use by the Senior Citizens of the Town of Little Elm. The New Senior Center is located on the same site as the Recreation Center. The programming for the Senior Center includes a multi-use meeting room space to host senior events, kitchen, classroom, and other multi-use areas. The size of the facility is approximately 5,000 square feet.



Project Status

The Senior Center is now complete! A grand opening ceremony was held on July 28th. The contractor has conducted Owner training and is working on punch list items. The architect will have to walk the building to confirm all punch list items are complete. If this walk goes well, it is expected that the project will be presented to Town Council for acceptance in 30 days.

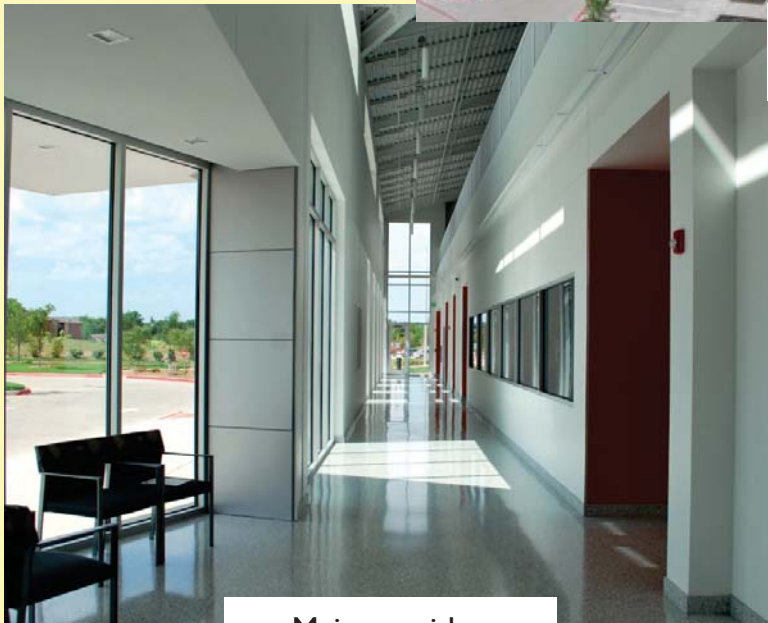
Recreation Center

Project Description

The new Recreation Center is newly completed and located off Main Street near the intersection of Main Street and Button Street on a prop-



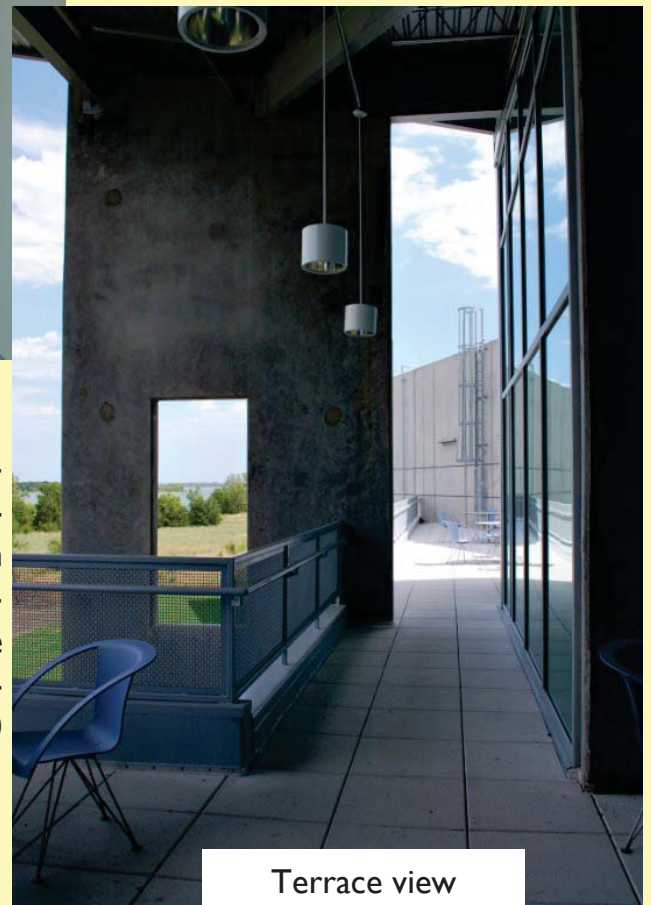
Aerial view of from the North East of the Recreation Center.



Main corridor

erty currently owned by the Town of Little Elm. The site has access off Lakeshore Drive and Main Street. The programming for the Recreation Center includes a multi-use meeting room space to host public events and public/private meetings, multi-use recre-

ational center for basketball, volleyball, exercise area, classroom and instructional leisure activities. The size of the facility is approximately 23,000 square feet.



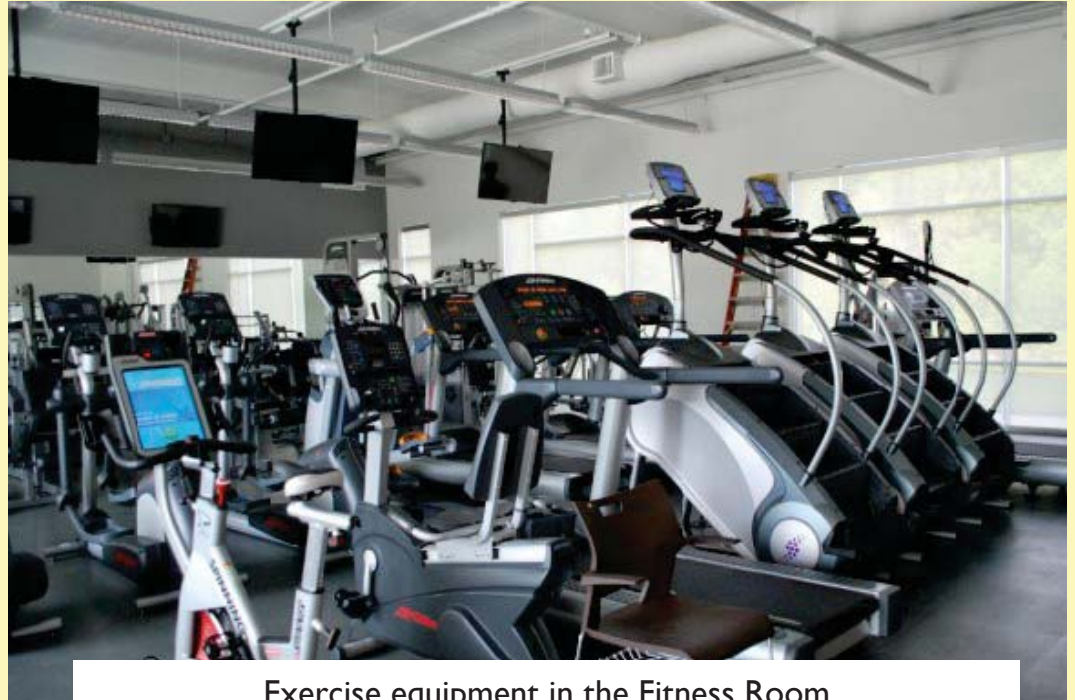
Terrace view



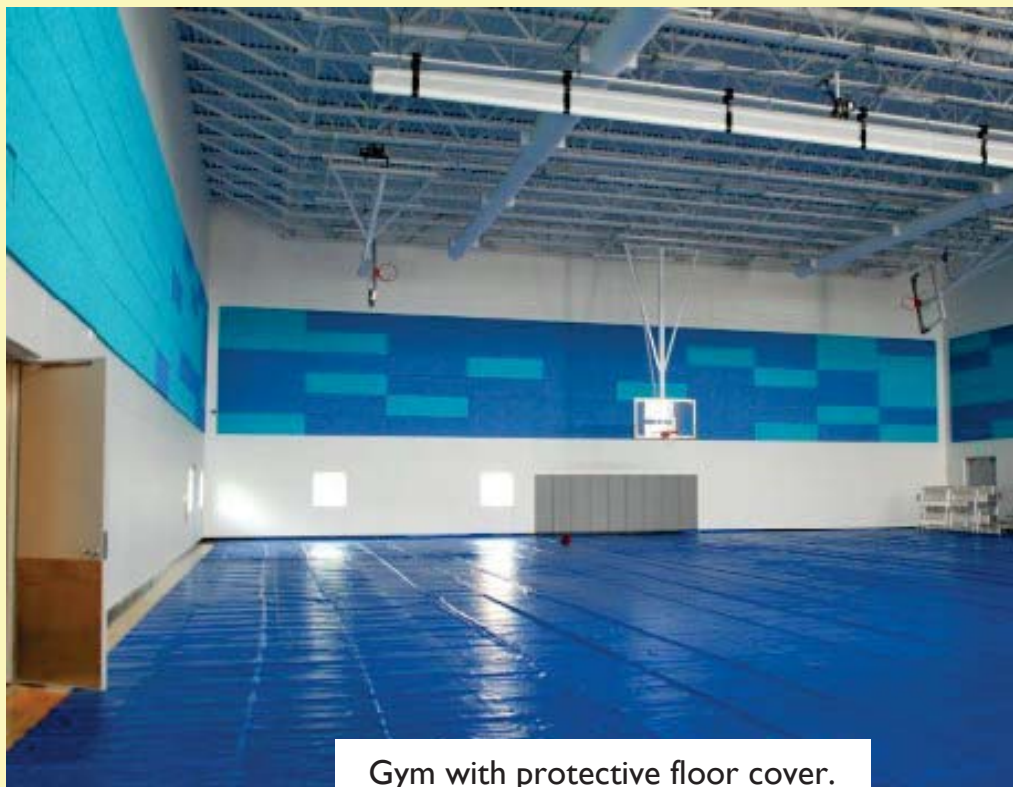
Recreation Center

Project Status

The contractor has completed the construction of the new Recreation Center! This week the Town is hosting an open house to the general public from August 9-26. The facility is free of charge during this period. This information is featured on the Town's LED displays. The contractor is now com-



Exercise equipment in the Fitness Room



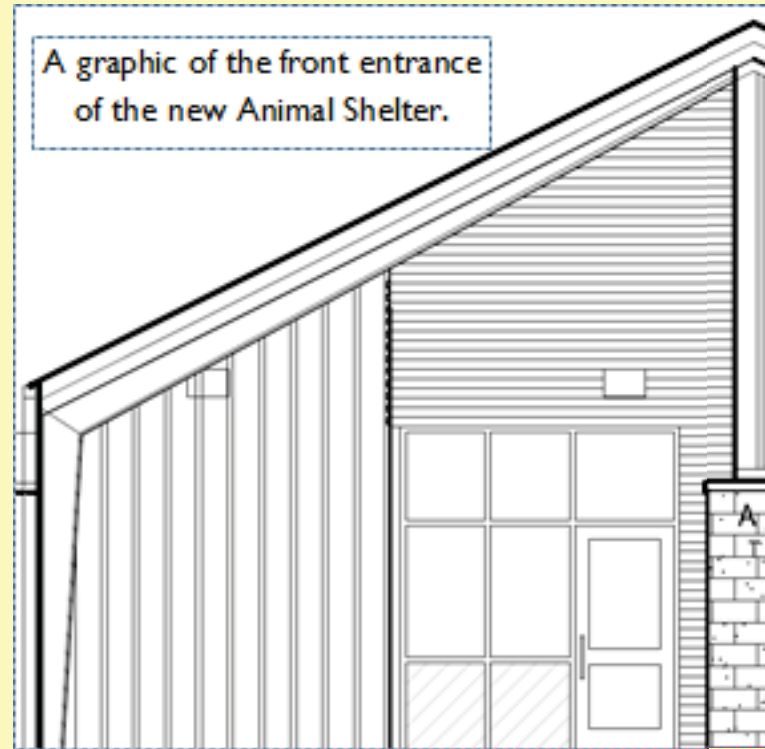
Gym with protective floor cover.

pleting the punch list and a couple Owner requested changes like adjustable height basketball goals and tile behind water fountains. The contractor will conduct Owner training on Thursday and anticipates closing out the project in the next 30 days.

Animal Shelter

Project Description

The plans now include the design and construction of an 3,497 square foot animal shelter to be located on Mark Tree Lane near the Public Works Service Center and the Wastewater Treatment Plant. The new animal shelter facility will have 24 dog kennels, cat room, adoption / viewing room, quarantine room, check-in room, washroom, reception desk and an office. The project will also have 12 dog runs and an sally port for the off loading of animals and food supplies.

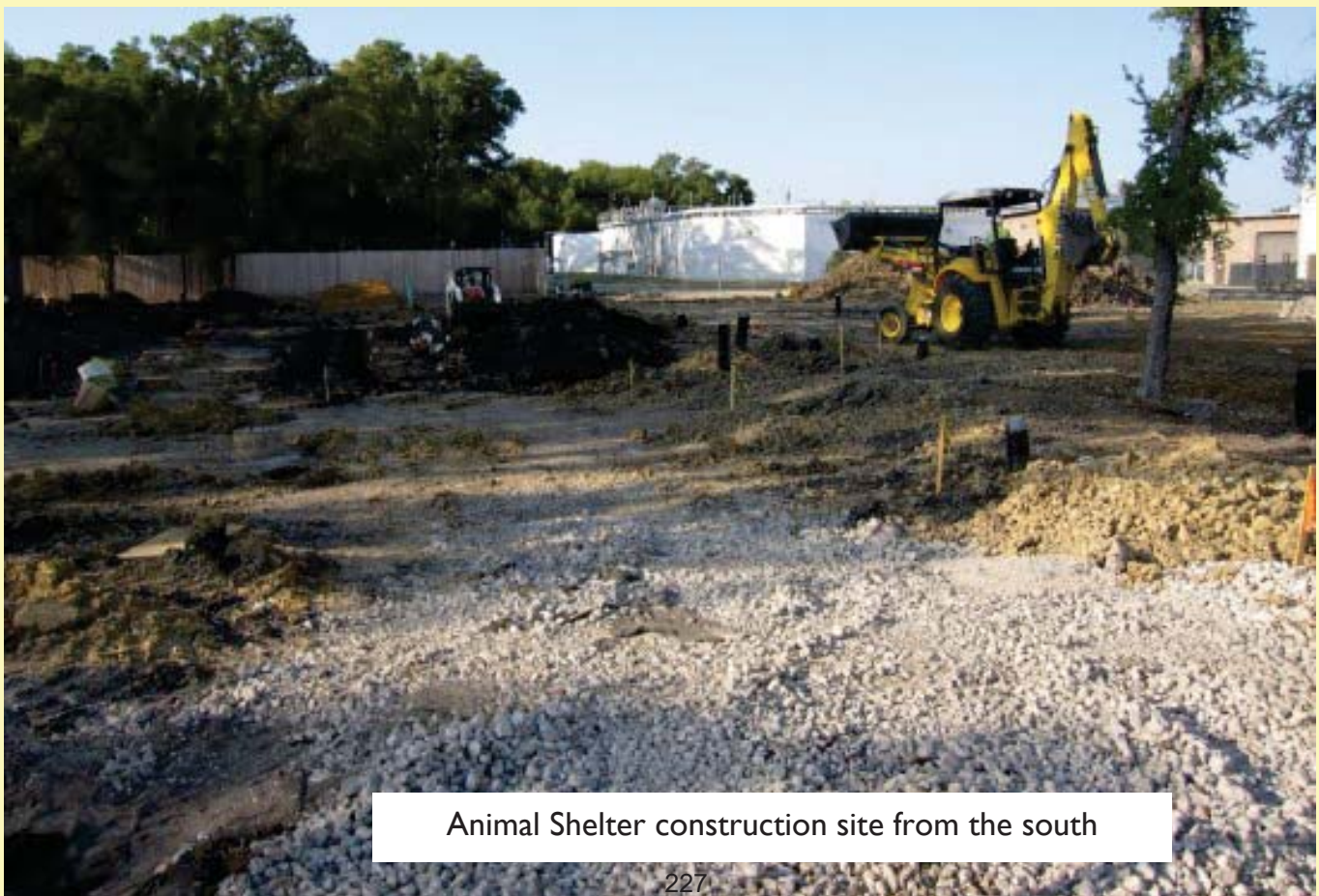




Animal Shelter

Project Status

The animal shelter was relocated to a temporary location at the old central fire station. This move was necessary due to mold being discovered in the old location. The architect completed the construction documents for the new building on Mark Tree Lane and the Town's Construction Manager at Risk Bid out the project. The Contract was approved by Town Council and construction has now begun. The underground utilities have been installed and the pier installations are now complete. In the next weeks, the grade beams and the foundation will be poured and steel will be delivered. Town Council will be asked to approve a change order to add a fire suppression system at the August 21st meeting.



Animal Shelter construction site from the south

Graphic showing the work planned at the Courtesy Drop Site



Wastewater Interceptor and Lift Station # 4 and # 6 Improvement Project

Project Description

The design includes detailed plans and specifications for the replacement of the existing eighteen inch (18") gravity main with a thirty inch (30") gravity sanitary sewer from the north side of Eldorado Parkway across from Brenda Lane through the Courtesy Drop Site and the Public Works Service Center into the main WWTP lift station and replacement of the existing service road due to the alignment and depth of the existing gravity sanitary sewer main. Another part of this project is the replacement of Lift Station # 4 on Main Street and Lift Station # 6 on Lakeshore Drive. Both lift stations were installed with the Town's original 1976 Sanitary Sewer System and need to be upgraded to current standards.

Wastewater Interceptor and Lift Station # 4 and # 6 Improvement Project

Project Status

The contractor has completed gravity sewer and force main work as well as completed all of the concrete pours at the Service Center. Next week they will be beginning to work on building the fence and installing the new compactors at the Courtesy Drop Site. At both lift stations the wet wells and piping are complete and the panels and pumps are being installed. Once the lift stations have been tested the stone walls will be constructed around them.



The Courtesy Drop Site is temporarily closed for construction

Little Elm Library Remodel

Project Description

Expansion includes renovation to the existing library as well as expanding to use additional space within Town Hall. The \$835,000 expansion and renovation will double the current library space and enable more room for a larger book and audiovisual collection, more space for all age programming, separate areas for adults and youth, increased computer availability, additional meeting rooms, and quiet study areas. The expansion includes relocation of the utility billing office to an upstairs space of Town Hall along with other work on the second floor of Town Hall that will address acoustics and efficient space planning.

Funding for this project is available through the approved 2009-2014 Recreation and Leisure Bonds – Library Expansion Project.

Little Elm Library Remodel

Project Status

The architects presented the proposed floor plan configuration of the Library expansion and renovation to the Town Council, in February. The presentation included a phasing plan for construction of the library as well as modifications of the second floor that included reconfiguration of the second floor spaces. The second floor reconfiguration, included filling in the holes within the second floor common areas that take approximately four months to complete; after completion, the library renovation/expansion construction would begin and take approximately 7-9 months to finish. The architect has now completed the construction documents and the Town's Construction Manager at Risk has bid out the project. Staff, the contractor, and the architect worked together on several value engineering items. Those items brought the price of the project down to budget. Staff will ask Town Council for approval to proceed at the August 21st Council meeting.

Kings Crossing Lift Station Expansion

Project Description

This project consists of upgrading the existing lift station wet well, electrical system, and pumps as well as a new TRV stone wall. The improvements will allow for increased flow from proposed development along FM 423.



Project Status

Staff completed the final walk through and given the contractor the punch list. Staff is expecting to present this project to Town Council for final acceptance on September 4, 2012.

Elevated Water Tower Site - Two Million Gallon (2 MG)

Project Description

This project will include a two million gallon elevated water tower storage tank. Town Council approved the tower location. The tower is to be located at the intersection of Little Elm Parkway and Eldorado Parkway on property that is currently owned by the Town. This will complete the ultimate need for elevated water within the Town.

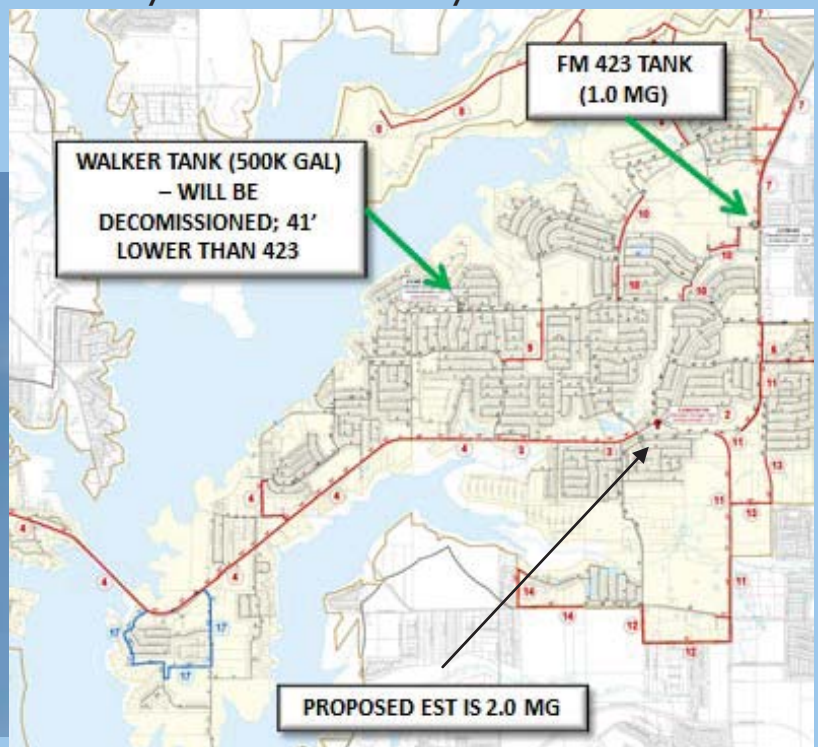


Elevated Water Tower Site - Two Million Gallon (2 MG)

Project Status

Town Council approved the purchase of the surplus right-of-way from TxDOT and the ownership papers were filed with the County for property located at the southwest corner of Eldorado Parkway and Little Elm Parkway. Staff also completed a land swap that benefited the Town and the adjacent land owner. Additionally, Staff presented preliminary layouts and Town Council approved this land swap. Town Council approved the selection of a design engineer and the design process has begun. The engineering firm is waiting for geotechnical boring reports to assist in tower foundation design.

The 50% review meeting was recently held on July 20, 2012. The design engineer is currently addressing comments and working towards submitting the 90% review submittal on August 24, 2012. The design engineer will also submit the plans to TCEQ at the time of the 90% submittal in order to expedite the schedule. This project is tentatively scheduled to begin construction in early November of this year.





Projects Completed or Closed Out in the Last Year

Solar Cell Grant Project

Back Up Generator Project

Main Street (West) Paving and Drainage Phase I

Eldorado Water and Wastewater Project

Cottonwood Ball Park Irrigation Well

Witt-Woodlake Connector

Eldorado Parkway Streetscape and Gateway Improvements

Main Street Irrigation Well

Lewisville Lake Boring Project

Projects to be Completed or Closed Out in the Next Couple Months

Public Safety Center

Senior Center

Recreation Center

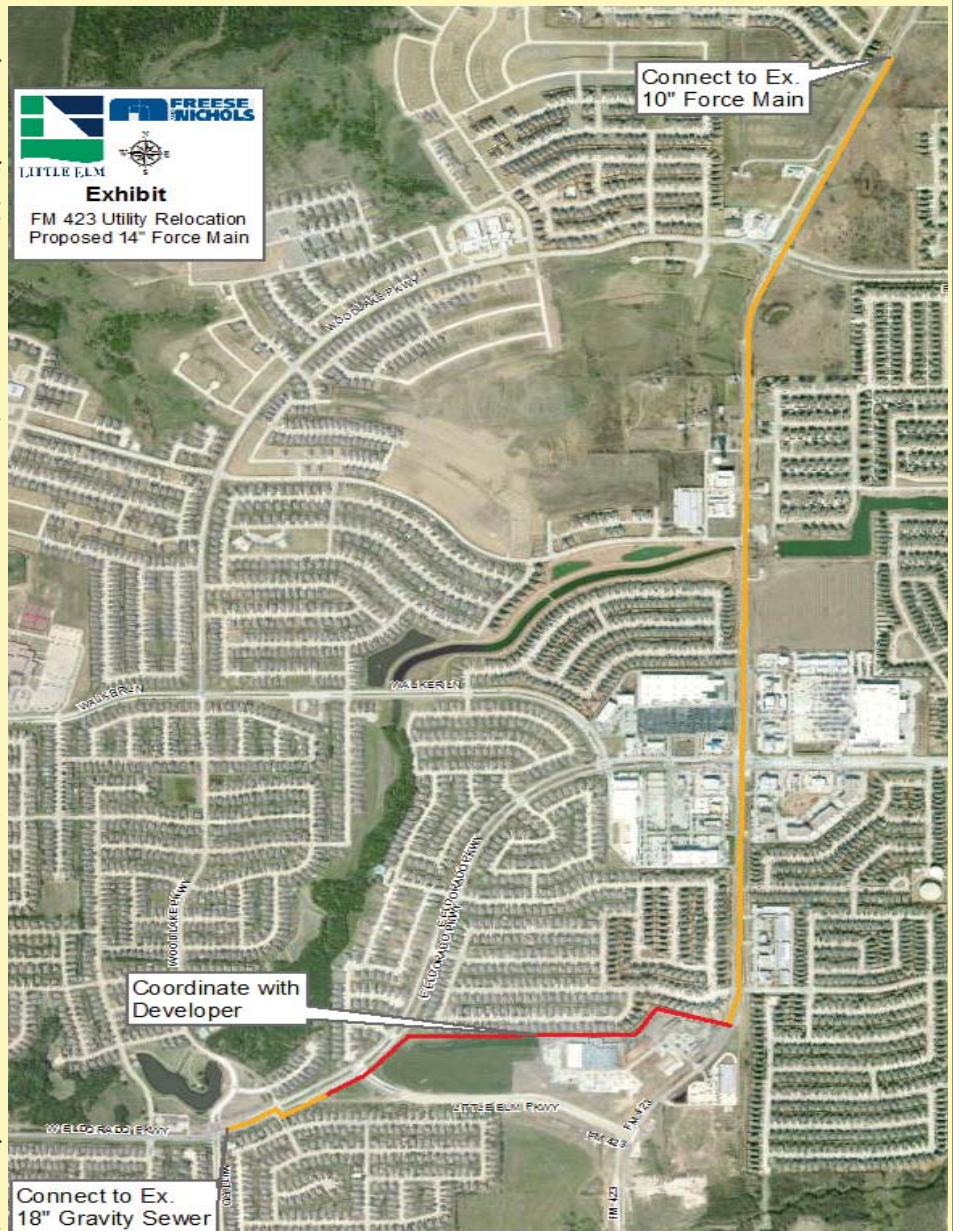
423 Utility Relocation Project

Project Description

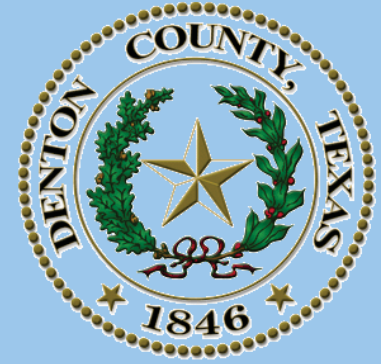
The design includes detailed plans and specifications for the replacement of the existing ten inch (10") force main with a fourteen inch (14") sanitary sewer force main from just north side of Frisco Ranch down to the existing Kroger force main recently installed and into an existing manhole on Eldorado Parkway just before the Woodlake Parkway intersection. The existing sanitary sewer force main is undersized for future development on the Doe Creek Peninsula. In addition to the force main, there are several sections of existing water and sanitary sewer gravity mains within the limits of the FM 423 TxDOT improvements that need to be adjusted or relocated due to conflicts. Funding for this design and construction is available through the Utility CIP Bond Fund. A majority of the work will be reimbursable to the Town from TxDOT since these lines are within existing easements. The design engineer believes that reimbursable number to be approximately eighty percent (80%) from experience on dealing with reimbursement relocation projects in the past with TxDOT.

Project Status

The contractor is approaching the completion of phase I construction. Staff will be conducting the final walk through for this phase during the week of August 20th and expects to present it to Town Council for final acceptance on September 4, 2012. Phase 2 design is complete and ready to go out for bid. The plans have been submitted to the TxDOT for reimbursement. The 20" waterline on the north end of the project has begun construction. Phase I construction of the utility relocations have begun as of the Notice to Proceed on June 20, 2012 via Pittard Construction. Pittard has currently installed the 14-inch force main from the FM 423 Elevated Storage Tank to north of Woodlake Parkway (Sonic / Frisco Ranch boundary). Pittard plans to install the remaining length of force main to Frisco Ranch by the substantial completion date of September 18, 2012. The project is to be at final completion by October 18, 2012. Phase II design has been completed and the TxDOT Reimbursement Application was submitted to TxDOT on July 13, 2012, along with the required notification for TCEQ. The design engineer is currently awaiting TxDOT feedback on the application and expects comments within the next few weeks. The majority of proposed easement documents have been prepared and sent to the Town for acquisition. Once TxDOT and TCEQ approval has been received, FNI will prepare the project for bid.



Little Elm and Denton County Projects



Lobo Lane Paving & Drainage Project

Project Description

The project includes the design and construction of underground storm water system to improve drainage and construction of a concrete street with sidewalk improvements and a trail to connect Cottonwood Park to Little Elm Park along the West side, street lighting, and landscape enhancements. Improvements will provide increased capacity for existing schools, marina development, Cottonwood Sports Complex, and industrial development. The project scope was increased to include extending Lobo Lane through Little Elm Park and connecting to newly finished Main.



Little Elm and Denton County Projects



Lobo Lane Paving & Drainage Project

Project Status

Lobo Lane to the south of Eldorado Parkway (FM720)

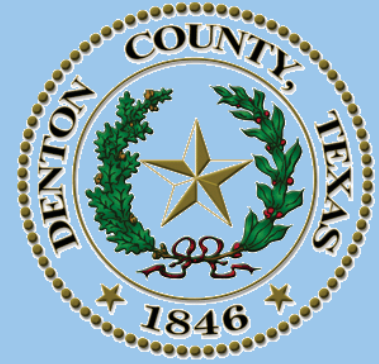
Contractor has completed the punch list. The final walk is scheduled for 18 – 25th. The project will be closed out as soon as the soccer field electrical work is complete.

Lobo Lane project north of Eldorado Parkway (FM720) on Little Elm Park Drive

Contractor has completed the punch list. The final walk is scheduled for the week of August 18 – 25th. The project will be closed out as soon as the soccer field electrical work is complete. The soccer fields' electrical work is on hold pending an easement from the United States Army Corps of Engineers.



Little Elm and Denton County Projects



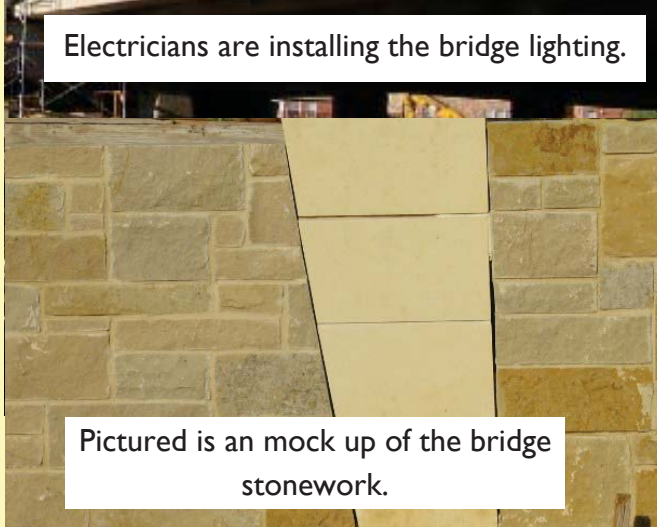
Witt Road Bridge

Project Description

This project includes design and bridge construction for Witt Road over the Cottonwood Creek. It has an extremely low elevation and is frequently closed due to high water. This roadway connects FM 423 to Eldorado Parkway and is instrumental to local mobility and emergency response time. This bridge is located on the only north-south thoroughfare through Little Elm.



Electricians are installing the bridge lighting.



Pictured is an mock up of the bridge stonework.



Pictured is an overlook structure under construction.

Little Elm and Denton County Projects



Witt Road Bridge

Project Status

Pilasters were completed, monument structures were installed, electrical wiring was pulled, 7 of the 10 bridge lights were installed, lookouts were installed and backfilled, stones were placed and sub grade work was done in preparation of concrete paving. In the next 30 days it is expected that the contractor will pour the concrete approaches and abutments. The stone work will continue on the monument and general grading will begin. The storm drainage work will continue, irrigation piping will start, and electrical work will continue. It is anticipated that traffic will be switched on to the new bridge in September.



Pictured is an aerial view of the bridge from the north looking south.



The contractor has started grading the project site.

Little Elm and Denton County Projects



SOUTHERN BRIDGE OVERLOOK



Little Elm and Denton County Projects



Main Street (East) & Lakeshore Realignment Phase II

Project Description

The Main Street – Phase II Improvements will reconstruct Main Street from the Clark Street intersection to Eldorado Parkway. Also included is a realignment of Lakeshore Drive to Clark Street with parking and a bus loop turn around at the LEISD King Early Learning Center. This new section will be a thirty one foot (31') concrete pavement, eight foot (8') trail sidewalk along

the North side of Main Street and a five foot (5') sidewalk on the South side with new barrier free ramps and stamped intersection crossings, trees along the curb, water, wastewater gravity line and force main, irrigation, street lighting, and underground drainage improvements. These drainage, water, and utility improvements are designed to improve access and serve future expansion with the Community Recreation Center & Senior Center Site, Main Street, Lakeshore Drive, Button Street, and Clark Street.



Project Status

The design engineer met with the Town and turned in 100% plans and specs for Lakeshore Main, excluding the landscape and lighting (there was a slight change that caused a redesign). It is expected that the Town will have final landscaping and lighting plans in August. The plans should be 100% complete in September and the interlocal agreement between the Town and Denton County should be in place in the next 60 days so the project can be bid out.

King Road West

Project Description

King Road will be widened to four-lanes from Witt Road West to the Town Limit. This project will provide a four-lane undivided roadway which would service transportation needs for the surrounding neighborhoods, Hackberry Elementary School, and improved access for commercial and retail businesses along King Road. The improved roadway will improve access and increase development along King Road and Witt Road.

Project Status

The design engineer met with the Town and turned in 100% plans and specs for the King Road (signed and sealed) project. Plans for this project will be held until funding becomes available.



Texas Department of Transportation Projects

Aerial view of the Little Elm Bridge



Eldorado Parkway Through Little Elm (FM 720)

JD Abrams has continues work throughout the project limits. They have already installed all of the temporary traffic signals and moved traffic to the temporary paving at several locations. The contractor will be continuing to install the storm sewer as well as working on the temporary and permanent subgrade. Construction of the bridge across Lewisville Lake is well underway. All of the bridge beams are in place and the contractor has already started pouring the bridge deck on the east end. Staff will continue to attend the weekly construction meeting and coordinate any necessary road or lane closures.

Texas Department of Transportation Projects



FM 423 (Middle Section, from 720 to just North of The Colony)

Austin Bridge and Road was awarded the bid for this project (\$29 Million). The construction is underway with completion expected in December 2012. Austin Bridge and Road switched traffic on to the new pavement on both the north bound and south bound sides. The contractor will continue to work on the stamped concrete in the medians and other final details for the next few months. The project is on schedule to be complete before it December deadline.

FM 423 Eldorado Parkway to US 380 (North Section)

TxDOT has acquired most of the right of ways (ROWs). Utility relocation has now commenced. The design plans are finished and TxDOT is anticipating bidding the project out in the spring. TxDOT is projecting construction to take approximately 24-26 months. Staff will continue to attend the Monthly Utility Coordination Meeting.

FM 720 (Eldorado Parkway to US 380)

The design plans are 60% complete and TxDOT continues to develop the construction documents. TxDOT has obtained the environmental clearance to start the right-of-way process. The engineer will now work on the completion of the right-of-way map. The construction documents were expected in March of 2012. The project is expected to be bid out in fall of 2013.

Aerial view of the Little Elm Bridge

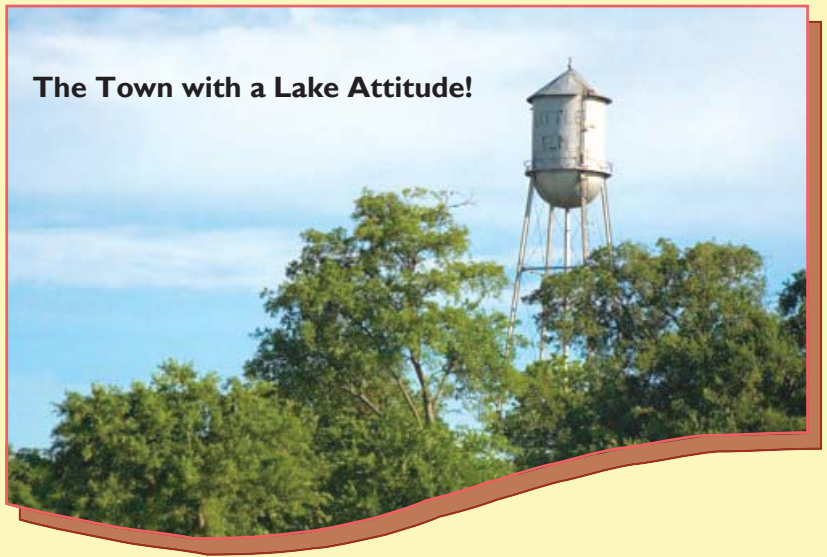


**100 West Eldorado Parkway
Little Elm, Texas 75068**

For Question and Comments Please Email
ltompkins@littleelm.org



The Town with a Lake Attitude!



Public Safety Center

Project Description

Plans include the design and construction of an approximately sized 42,000 square foot combined police facility and central fire station to be located on Eldorado Parkway in front of Town Hall. The police facility will accommodate current overcrowding issues and future staff growth. The facility will include a jail, municipal court office, sally port, juvenile/victim interview rooms, storage, evidence storage, emergency operations center, patrol officer, and detective work areas. The new central fire station provides sufficient accommodations to properly operate a future, two company fire station. Productivity and efficiency improves overall when operating the departments under one roof. As the Town's growth continues, the central fire station will be able to manage the anticipated increase in call volume and services. The new facility will be able to house two engine companies, medic crews, future rescue company, future battalion chief, administration personnel, training room, hands-on training room, inspections, investigations, EMS supplies, bunker gear supply, rehab, conference room, and emergency operations center.

Project Status

The building is complete and the contractor has finished punch list items and change items. This project will be presented to council for acceptance in September.





PUBLIC WORKS

TOWN OF LITTLE ELM

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Fleet:	Page 6



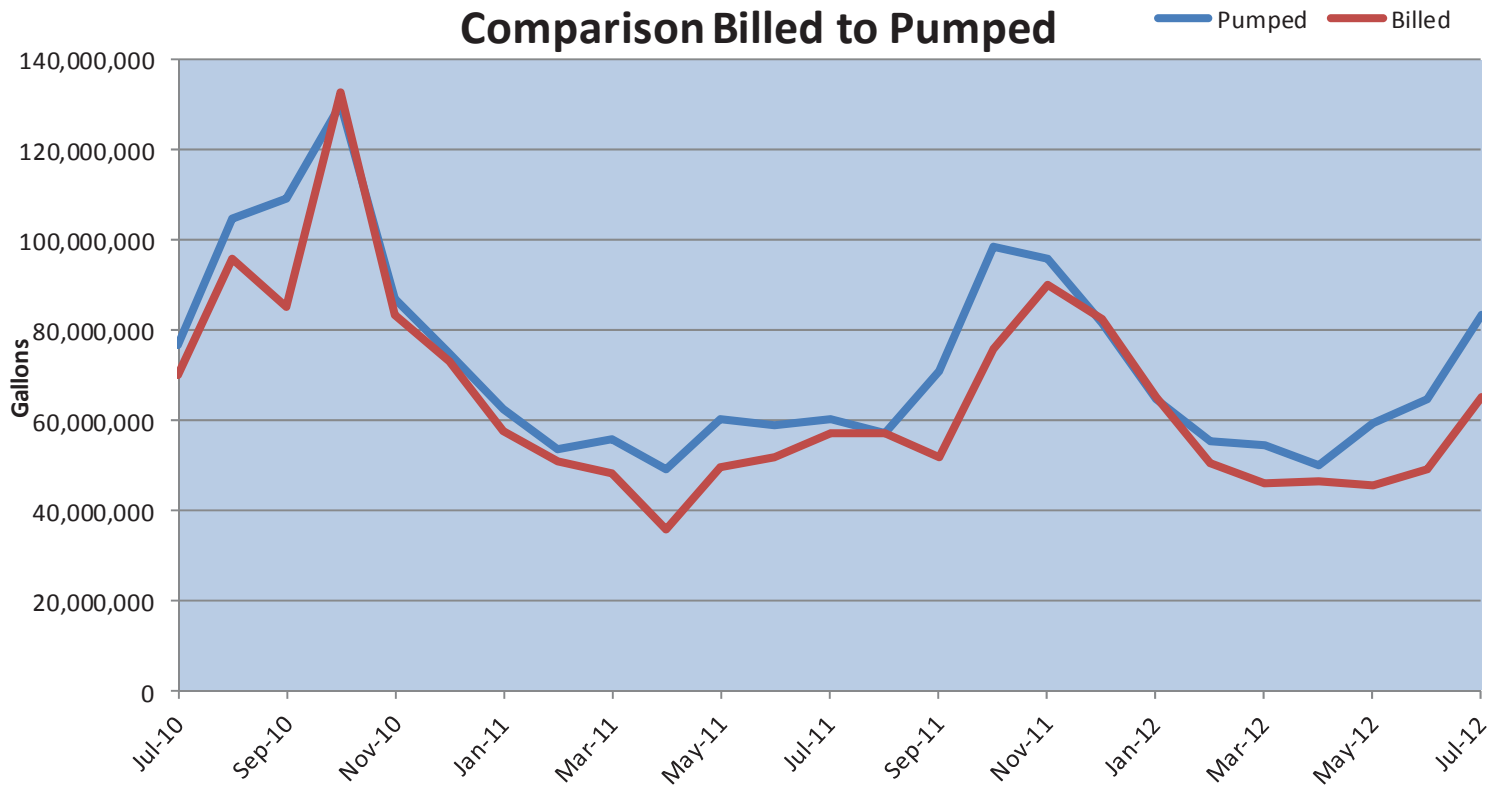
**AUGUST
2012**

Kevin C. Mattingly
Director of Public Works
972-377-5556
kmattingly@littleelm.org

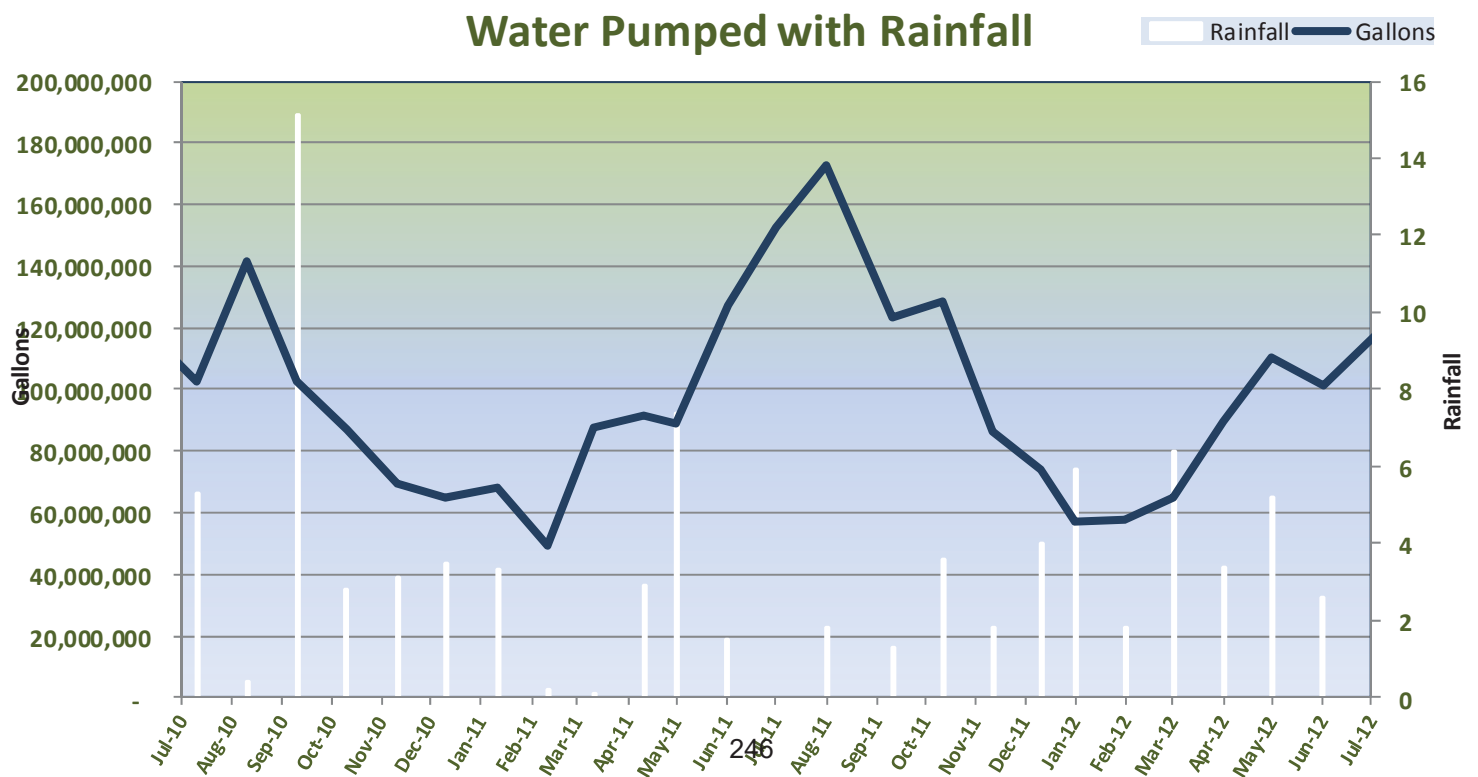


WATER

Comparison Billed to Pumped



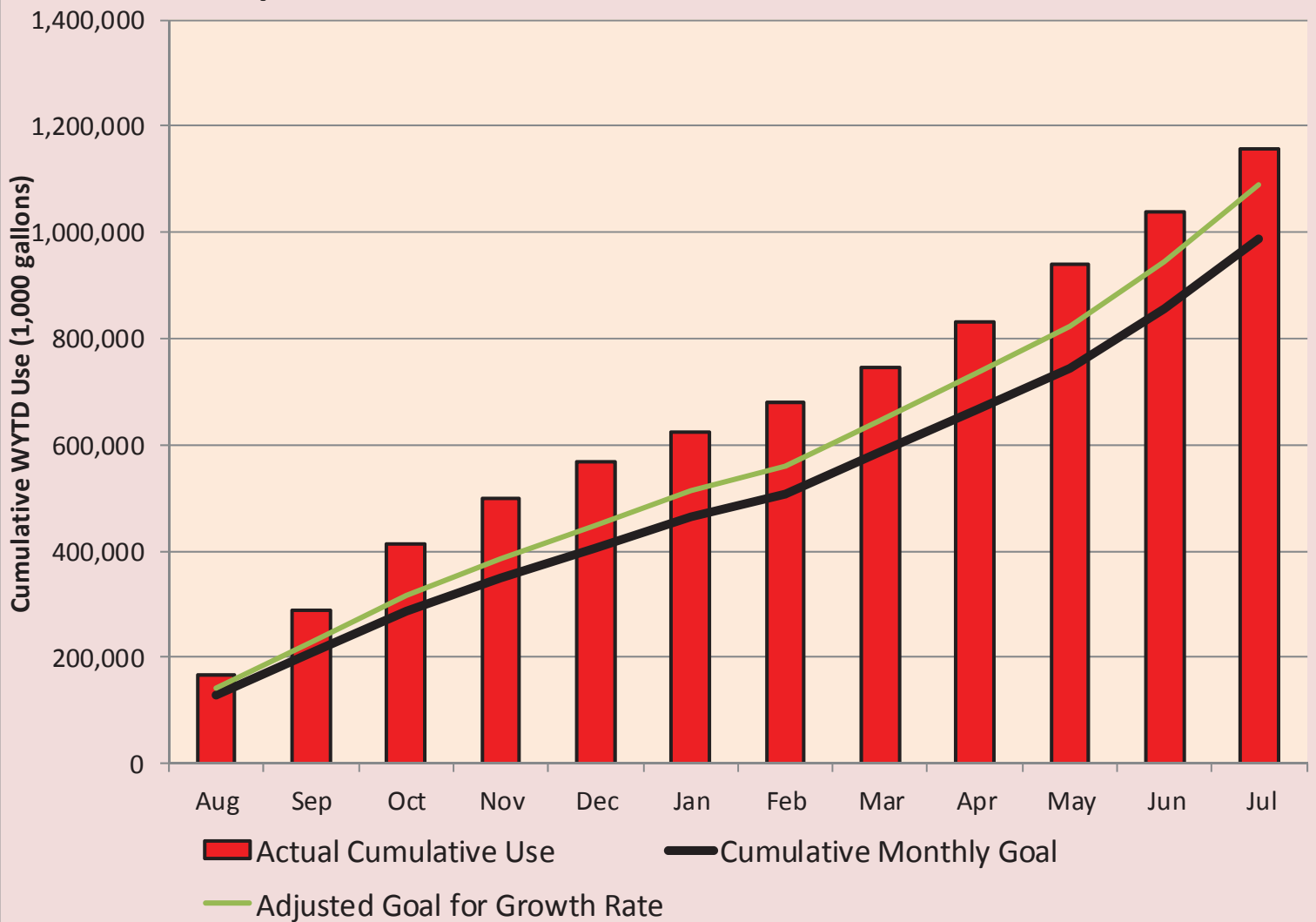
Water Pumped with Rainfall





STAGE 2 UPDATE

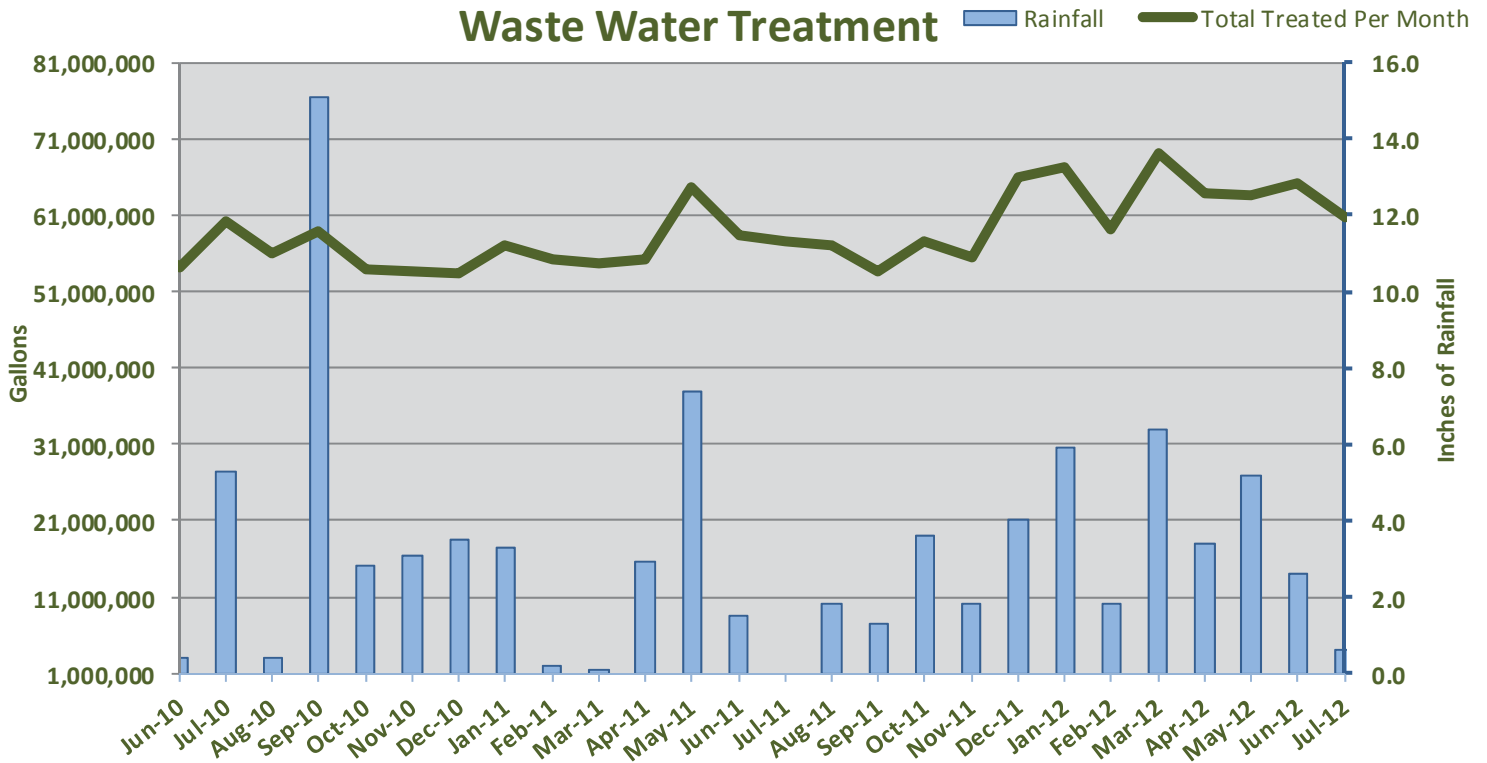
Comparison of WY 2012 Water Use and Goal - Little Elm



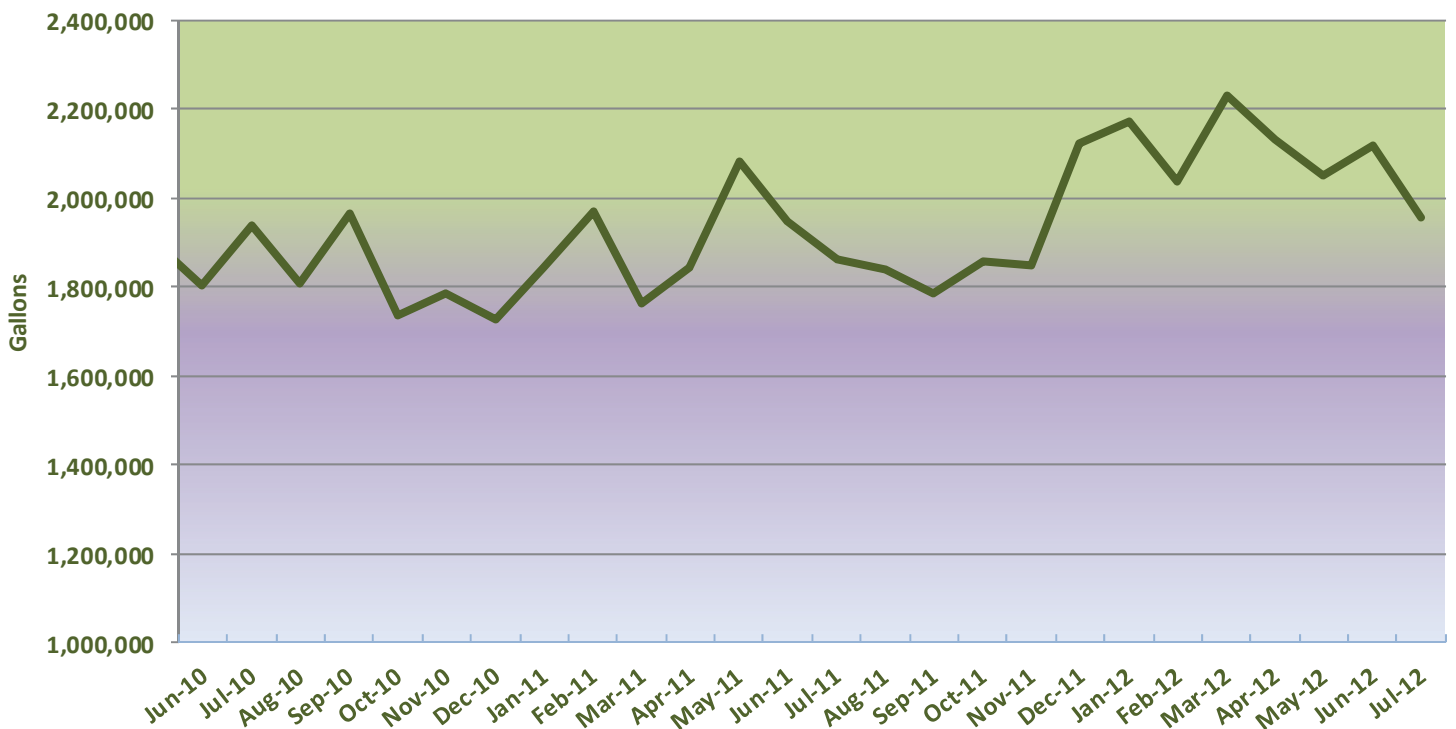


WASTE WATER

Waste Water Treatment

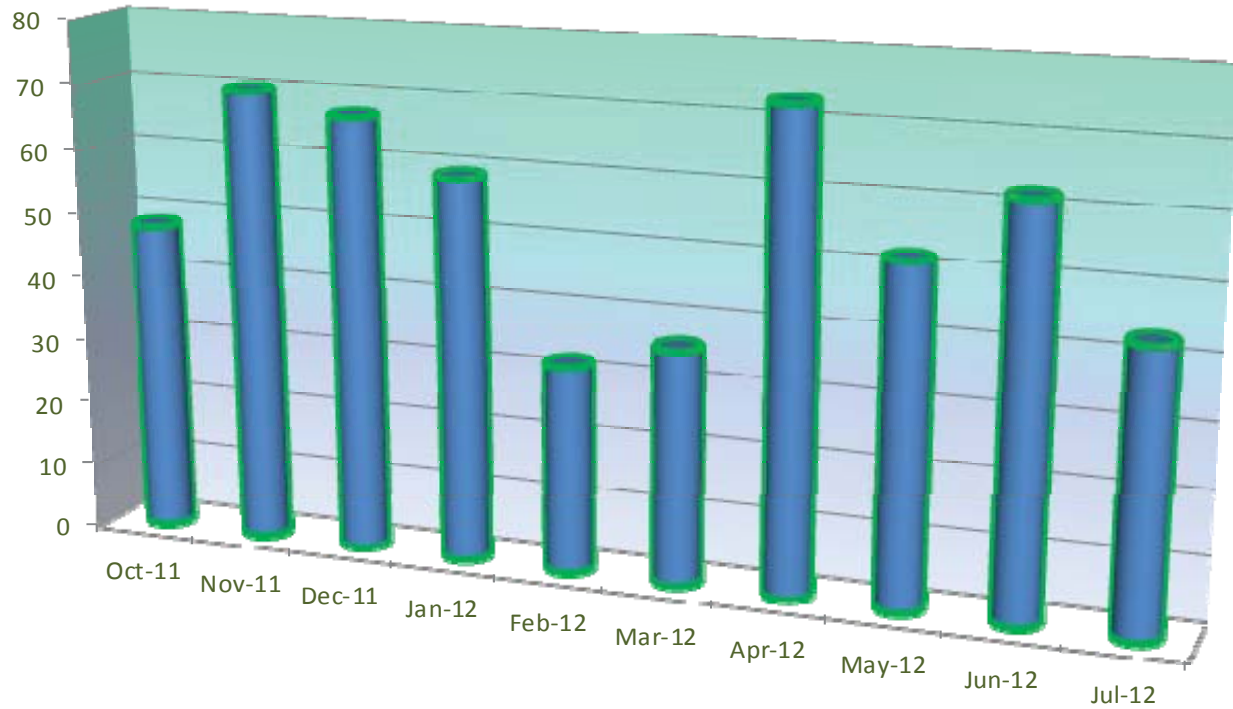


Waste Water Treatment

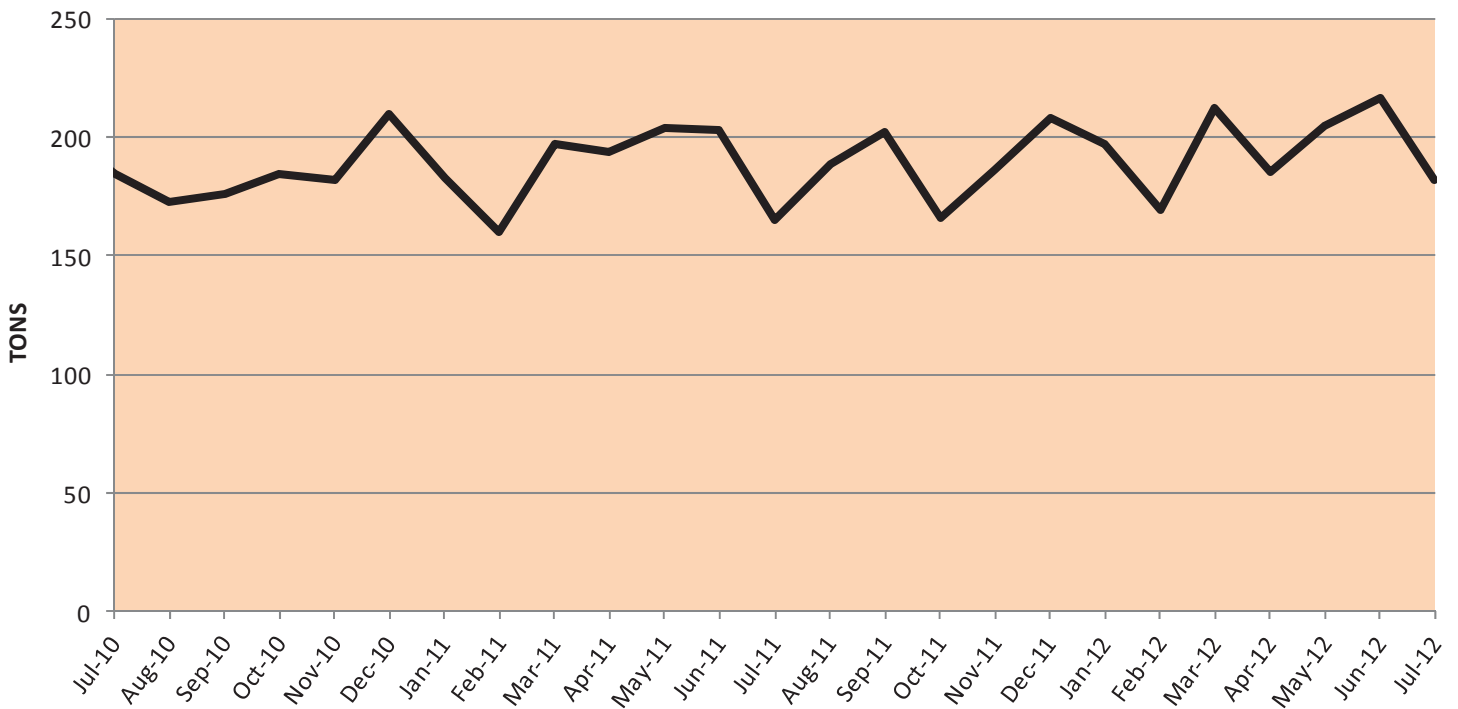


STREETS & SOLID WASTE

WORK ORDERS FY 11-12



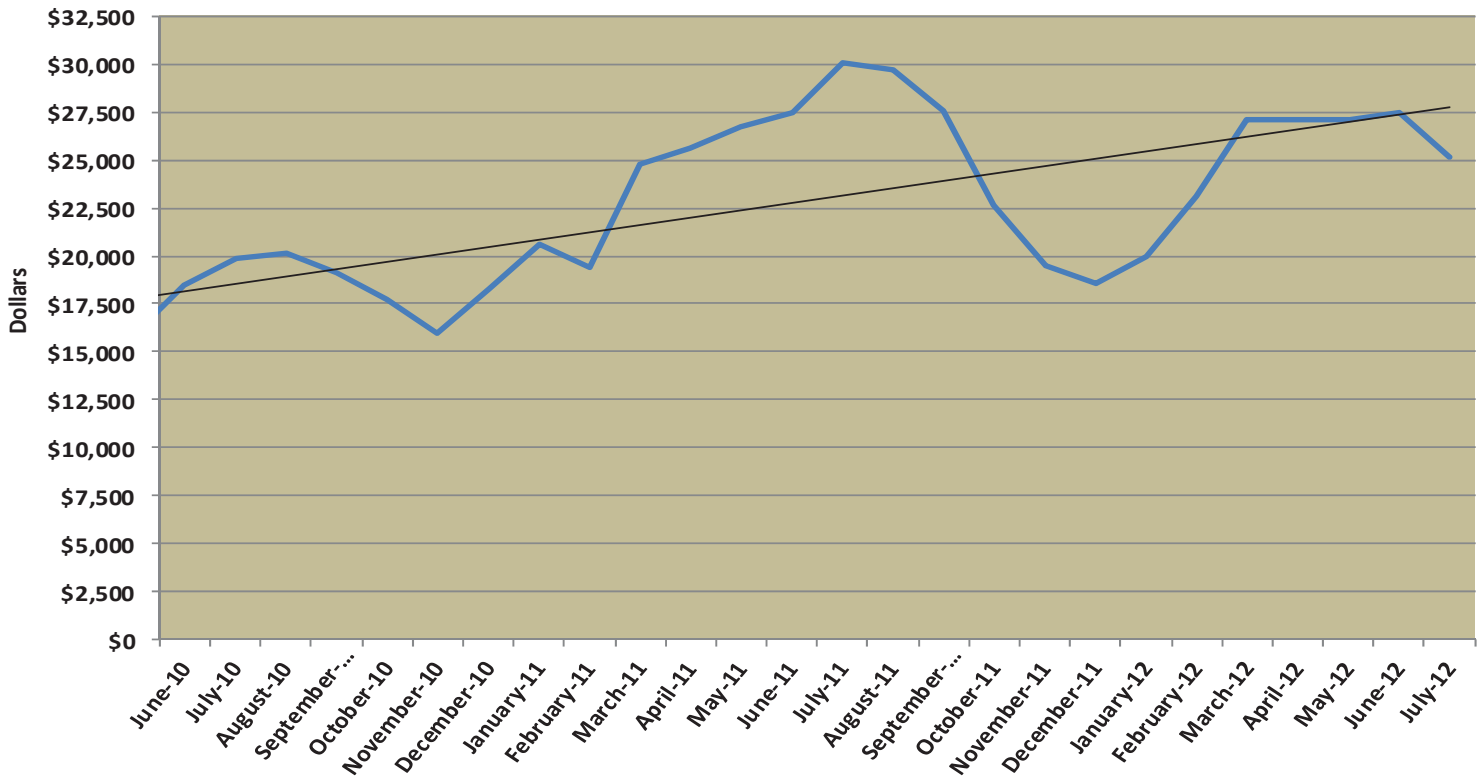
Residential Monthly Recycling





FLEET SERVICES

Monthly Fuel Cost



Repair Costs per Month

