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The Honorable Dan A. Gattis
Williamson County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Re: Williamson County Expo Center
48-001142

Dear Judge Gattis:

On **March 24, 2016**, the Texas Parks and Wildlife Commission approved Williamson County's grant proposal for Expo Center, through the Texas Recreation & Parks Account.

Please print, sign, and upload the attached grant agreement documents under the assigned task in RGO. Once we have received the grant agreement, the required pre-construction tasks will appear. It is imperative that you do not start construction on your project without a "Notice to Proceed" from TPWD.

For additional information you can find the "*Instructions for Approved Projects*" manual under the *Resources* tab in RGO. We have also attached comments to this packet from the resource review conducted on your application.

If planning a groundbreaking or park dedication ceremony please let us know ASAP so we can get it on our calendar. We would also like to encourage you to notify your state and local officials.

I will be your project coordinator and can be reached at 512-389-4656 or at dan.reece@tpwd.texas.gov. I look forward to working with you on the successful completion of this project.

Sincerely,

Dan Reece, RLA
Local Park Grants Coordinator
Recreation Grants Branch

TEXAS PARKS AND WILDLIFE

**Recreation Grants Non-Urban Local Park Grant Program
Land and Water Conservation Fund
Project Agreement**

TPWD P.O. Number: _____

Federal Award Identification Number (FAIN): **P16AP00307**

Sub Recipient Unique Entity Identifier (DUNS): **076930049**

Catalogue of Federal Domestic Assistance Number (CFDA): **15.916**

Project Number: **48-001142**

Sponsor Name: **WILLIAMSON County**

Project Name: **Williamson County Expo Center**

Project Period: **September 30, 2016 thru July 15, 2019**

Total Project Cost: **\$1,000,000.00**

Approved Federal Funds: **\$500,000.00**

PROJECT SCOPE AND LOCATION:

This sub-award is funded through the National Park Service (NPS), under the authority of the Land and Water Conservation Fund Program (CFDA# 15.916), issued to Texas Parks and Wildlife Department (Department) on June 1, 2016. All publications arising from this project shall acknowledge Department, as well as the NPS, as funding sources.

Williamson County(Sponsor) will further develop 11.2-acre Expo Center to include: Vehicular circulation, Utilities, RV sites, Sidewalks, Trails, Demolition, Site grading, and Native landscaping.

Expo Center is located at 210 Carlos G. Parker Blvd., Taylor, Williamson County, Texas 76574.

GENERAL PROVISIONS:

The following General Provisions are hereby made part of this Agreement.

Part I – Definitions

- A. The term "Department" as used herein means the Texas Parks and Wildlife Department or any representative delegated authority to act on behalf of the Department.
- B. The term "DOI" as used herein means the Department of Interior.
- C. The term "NPS" as used herein means the National Park Service.

- D. The term "LWCF" as used herein means the Land and Water Conservation Fund.
- E. The term "Manual" as used herein means the Local Park Grant Program Manual.
- F. The term "Project" as used herein means the Land and Water Conservation Fund grant project identified in this Agreement.
- G. The term "Sponsor" as used herein means the political subdivision that is a party to this Agreement.
- H. The term "LPGP" as used herein means the Local Park Grant Program.

Part II - Continuing Assurances

The parties to this Agreement specifically recognize that the LWCF project creates an obligation to maintain the project property consistent with the Land and Water Conservation Fund Act and the requirements set forth in Agreement.

Further, the parties intend hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase in public outdoor recreation land and/or facilities, commensurate at least with the Federal cost-share.

Both parties intend hereto that assistance from the LWCF will be added to, rather than replace or be substituted for, local outdoor recreation funds.

- A. The Sponsor agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of this Agreement, upon any political subdivision or public agency to which funds are transferred. The Sponsor also agrees that it shall be responsible for compliance with the terms of this Agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the Sponsor to comply with the terms of this Agreement.
- B. The Sponsor agrees that the property described in this Agreement and the signed and dated project boundary map is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Department, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Department shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36, Part 59.3 of the Code of Federal Regulations. This replacement land becomes subject to protection under the Land and Water Conservation Fund Act Section 6(f)(3). Final approval of a conversion shall be at the discretion of the NPS.

Prior to the completion of this project, the Sponsor and the Department may mutually alter

the area described and shown in this Agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as LWCF reimbursement is provided.

In the event the Department provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. Sponsor agrees to notify the Department of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in this Agreement and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Department; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Department.

- C. The Sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the Sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of Texas and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the Department by way of assistance under the terms of this Agreement. The Sponsor agrees that payment by the Sponsor to the Department of an amount equal to the amount of assistance extended under this agreement by the State of Texas would be inadequate compensation to the State for any breach by the Sponsor of this agreement.

The Sponsor further agrees, therefore, that the appropriate remedy in the event of a breach by the Sponsor of this agreement shall be the specific performance of this Agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The Sponsor agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of this Agreement.
- E. The Sponsor agrees that the property and facilities described in this Agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36, Part 59 of the Code of Federal Regulations).
- F. The Sponsor agrees that a notice shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of this Agreement and the signed and dated project boundary map made part of this Agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Department. Final approval is with the discretion of the NPS.

G. Nondiscrimination

1. By signing this Agreement, the Sponsor certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurances appearing in Part III herein.
2. The Sponsor shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Requirements

The Sponsor shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this federally assisted project, including:

- *2 CFR Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- *2 CFR Parts 182 & 1401*, Government-wide Requirements for a Drug-Free Workplace;
- *2 CFR Parts 180 & 1400*, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";
- *43 CFR Part 18*, New Restrictions on Lobbying;
- *FAR Clause 52.203-12, Paragraphs (a) and (b)*, Limitation on Payments to Influence Certain Federal Transactions;
- *2 CFR Part 25*, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
- *2 CFR Part 170*, Reporting Sub-awards and Executive Compensation

B. Project Application

1. The Local Park Grant Application bearing the same project number as this Agreement and associated documents is by this reference made a part of this Agreement.
2. The Sponsor affirms that it possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Sponsor to act in connection with the application and to provide such additional information as may be required.
3. The Sponsor affirms that it has the capability to finance the non-Federal share of

the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin at the date specified on this Agreement or the effective date of a waiver of retroactivity, and shall terminate at the end of the stated or amended project period, unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The Sponsor will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The Sponsor will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and Department of the Interior (DOI) Section 504 Regulations (43 CFR Part 17). The Sponsor will be responsible for conducting inspections to ensure compliance with these specifications by any contractor.
4. The Sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the Sponsor shall bring the project to a point of recreational usefulness agreed upon by the Sponsor and the Department.
6. The Sponsor will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications. The Sponsor will furnish progress reports and such other information as the Department may require.
7. The Sponsor will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions, and where applicable shall ensure that the Act has been complied with for property to be developed with assistance under this Agreement.
8. The Sponsor will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands.
9. The Sponsor will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, and approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance

Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. The Sponsor will assist the Department and NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It is national policy to award a fair share of contracts to small and women- and minority-owned firms. The DOI and NPS are strongly committed to the objectives of this policy and encourage all grant recipients to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible. In accordance with Executive Orders 11625, 12138, and 12432, recipients shall take the following steps to further this policy:
 - a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
12. If applicable, the Sponsor will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the Sponsor Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the applicable provisions of 2 CFR 200.
2. No grant or contract may be awarded by any grantee, sub grantee, or contractor of any

grantee or sub grantee, to any party that has been debarred or suspended under Executive Order 12549. By signing this Agreement, the Sponsor certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. All recipient financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years, except the records shall be retained beyond the three year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. Local governments are authorized to substitute copies in lieu of original records.
4. The Department, Texas Comptroller of Public Accounts, Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Sponsor which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Department may temporarily suspend assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
2. The Sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by mutual agreement.
3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Sponsors or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Department or Sponsor may terminate grants in whole or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State and Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the

Department or that all funds provided by the Department be returned.

G. Lobbying with Appropriated Funds

The Sponsor must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with 31 USC 1352, the Sponsor certifies, as follows:

(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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (2 CFR Parts 182 & 1401), the Sponsor 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 a 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; and
- (2) 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).

I. Civil Rights Assurance (Ref: DI-1350)

The Sponsor certifies that, as a condition to receiving any Federal assistance from the Department it will comply with all Federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, 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 SPONSOR HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the Sponsor'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 Sponsor by the Department, this assurance shall obligate the Sponsor, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sponsor 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 Sponsor by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Sponsor 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 State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, assignees, and sub recipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Sponsor.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(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 from covered transactions 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, 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.

The Sponsor further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," appearing below, in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application, 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 application.

K. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341, nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of the appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

L. Audit Requirements.

1) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

2) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

M. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- 1) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- 2) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 3) The Award Recipient shall insert the substance of this clause, including this paragraph (3), in all sub-awards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

N. Reporting Sub-awards and Executive Compensation

a) Reporting of first-tier sub-awards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph E. of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a)1. of this award term to <http://www.fsrs.gov>.
 - ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b) Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received—
 - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial

assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c) Reporting of Total Compensation of Sub recipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier sub recipient under this award, you shall report the names and total compensation of each of the sub recipient's five most highly compensated executives for the sub recipient's preceding completed fiscal year, if—

i. In the sub recipient's preceding fiscal year, the sub recipient received—

a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at

2. Where and when to report. You must report sub recipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the sub award. For example, if a sub award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub recipient by November 30 of that year.

d) Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Sub awards, and
- ii. The total compensation of the five most highly compensated executives of any sub recipient.

e) Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR Part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a sub recipient under an award or sub award to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Sub award:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub recipient.

- ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
- iii. A sub award may be provided through any legal agreement, including an agreement that you or a sub recipient considers a contract.

4. Sub recipient means an entity that:

- i. Receives a sub award from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the sub award.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

O. Conflict of Interest

- 1) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life

of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

- 2) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- 3) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

P. Reporting of Matters Related to Recipient Integrity and Performance (Note: Applicable only to grants where the LWCF share is \$500,000 or greater)

1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2) Proceedings You Must Report

Submit the information required about each proceeding that:

- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five year period; and
- c) Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or

4) Any other criminal, civil, or administrative proceeding if:

i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

ADDITIONAL GUIDELINES:

The following additional guidelines for administration of Local Park Grant Program LWCF Acquisition and Development Projects is hereby made part of this agreement.

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the sponsor, unless delays result from extraordinary circumstances beyond the sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available funds to other projects, or to deny requests for additional grant funds for new projects:

ACTIVITY	TIME FRAME
Commission Approval	Begin 3-year project period (4-year max)
Grant Agreement Execution (Department & Sponsor)	As soon as possible after Commission approval
Pending Documentation such as: <ul style="list-style-type: none"> • U.S. Army Corps of Engineers 404 • TCEQ Permits • Environmental Resources Survey • THC Cultural Resources Survey and Clearance • TPWD Biological Consultations • ROW Abandonment • Lease/Joint-Use Agreement Execution, etc. 	Accomplished prior to first construction reimbursement.
Quarterly Status Reports (beginning with Commission approval)	On or before January 15 th , April 15 th , July 15 th and October 15 th
Appraisal Submission	As soon as possible after grant agreement date
Appraisal Approval	Within 6 months of appraisal submission
Land Acquisition	As soon as possible after appraisal approval
Construction Plan Submission	Accomplished prior to first construction reimbursement.

Periodic Reimbursement Billings	Every 90 days <u>if possible</u> (minimum \$10,000 request)
Project Completion and Grant Close-Out	Within 3 years after Commission approval (but in no case after the 4 th fiscal year)

The following criteria will be used to determine sponsor eligibility for additional funding by the application deadline. Performance is based on all grant programs administered by the Recreation Grants Branch:

- Funding history and previous performance
- All previously completed Department sponsored grant projects must be in compliance with all the terms of the Project Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty (50) percent of the approved grant amount; and
- The total of approved grant funds which have not been reimbursed may not exceed \$2 million for all active grant projects.

A grantee may also be considered to be "high risk" based on financial stability or non-conforming management standards, requiring additional special conditions and restrictions as determined by grant management standards.

* * * * *

TEXAS PARKS AND WILDLIFE DEPARTMENT

By 

Brent Leisure, State Parks Division Director
Name and Title

WILLIAMSON COUNTY

By _____

Honorable Dan A. Gattis, County Judge
Name and Title

☒ SAM Date/Initials: 08/24/2016 dfr

Periodic Reimbursement Billings	Every 90 days <u>if possible</u> (minimum \$10,000 request)
Project Completion and Grant Close-Out	Within 3 years after Commission approval (but in no case after the 4 th fiscal year)

The following criteria will be used to determine sponsor eligibility for additional funding by the application deadline. Performance is based on all grant programs administered by the Recreation Grants Branch:

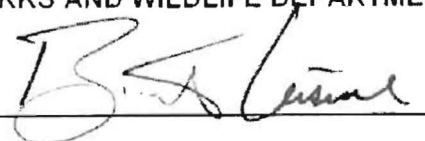
- Funding history and previous performance
- All previously completed Department sponsored grant projects must be in compliance with all the terms of the Project Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty (50) percent of the approved grant amount; and
- The total of approved grant funds which have not been reimbursed may not exceed \$2 million for all active grant projects.

A grantee may also be considered to be "high risk" based on financial stability or non-conforming management standards, requiring additional special conditions and restrictions as determined by grant management standards.

* * * * *

TEXAS PARKS AND WILDLIFE DEPARTMENT

By



Brent Leisure, State Parks Division Director
Name and Title

WILLIAMSON COUNTY

By



Honorable Dan A. Gattis, County Judge
Name and Title

☐ NA SAM Date/Initials: 08/24/2016 dfr

TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE

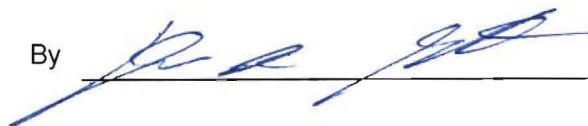
LAND AND WATER CONSERVATION FUND PROGRAM

This is to certify that a permanent record shall be kept in the **WILLIAMSON COUNTY** public property records and be made available for public inspection to the effect that the property described in the scope of the Project Agreement for **WILLIAMSON COUNTY Expo Center, Project Number 48-001142**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

WILLIAMSON COUNTY

Political Subdivision

By

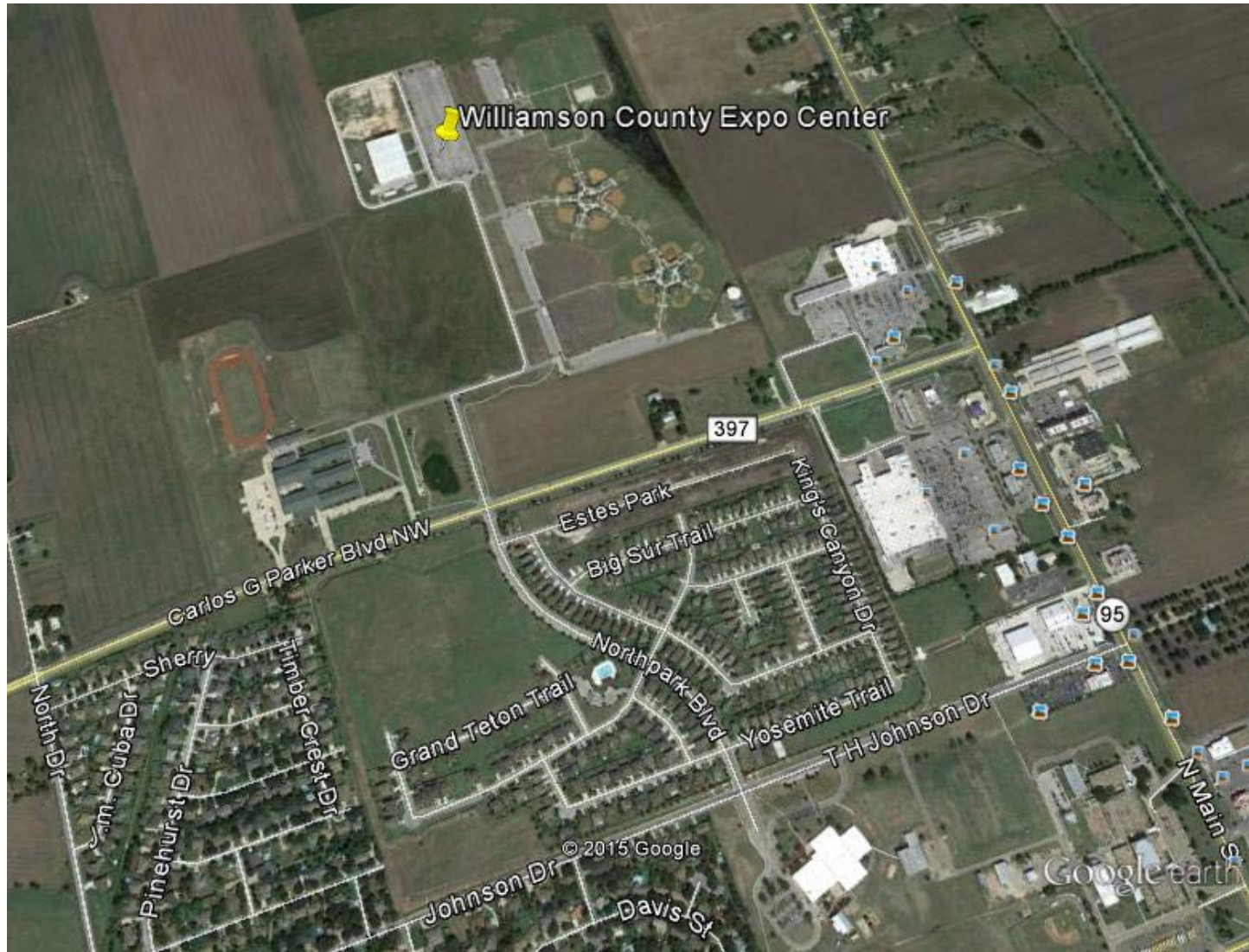


Honorable Dan A. Gattis, County Judge

Name and Title

12-01-2015

Date



WILLIAMSON COUNTY Expo Center 48-001142

Location Map

**Texas Parks & Wildlife Department - Local Park Grants Program
OFFICIAL PROJECT BOUNDARY MAP**

This project has been funded through the TPWD Local Park Grants Program. Land identified on this official map is protected as parkland in perpetuity.

Project Name: **WILLIAMSON COUNTY Expo Center**

Project # **48-001142**

Not in the Project: **X**

Acquisition Boundary: — — — — —

Acres: **N/A**

Project Boundary: — — — — —

Total Acres: **11.2**

Dedicated Open Space/Natural Area: — — — — —

of Acres: **N/A**

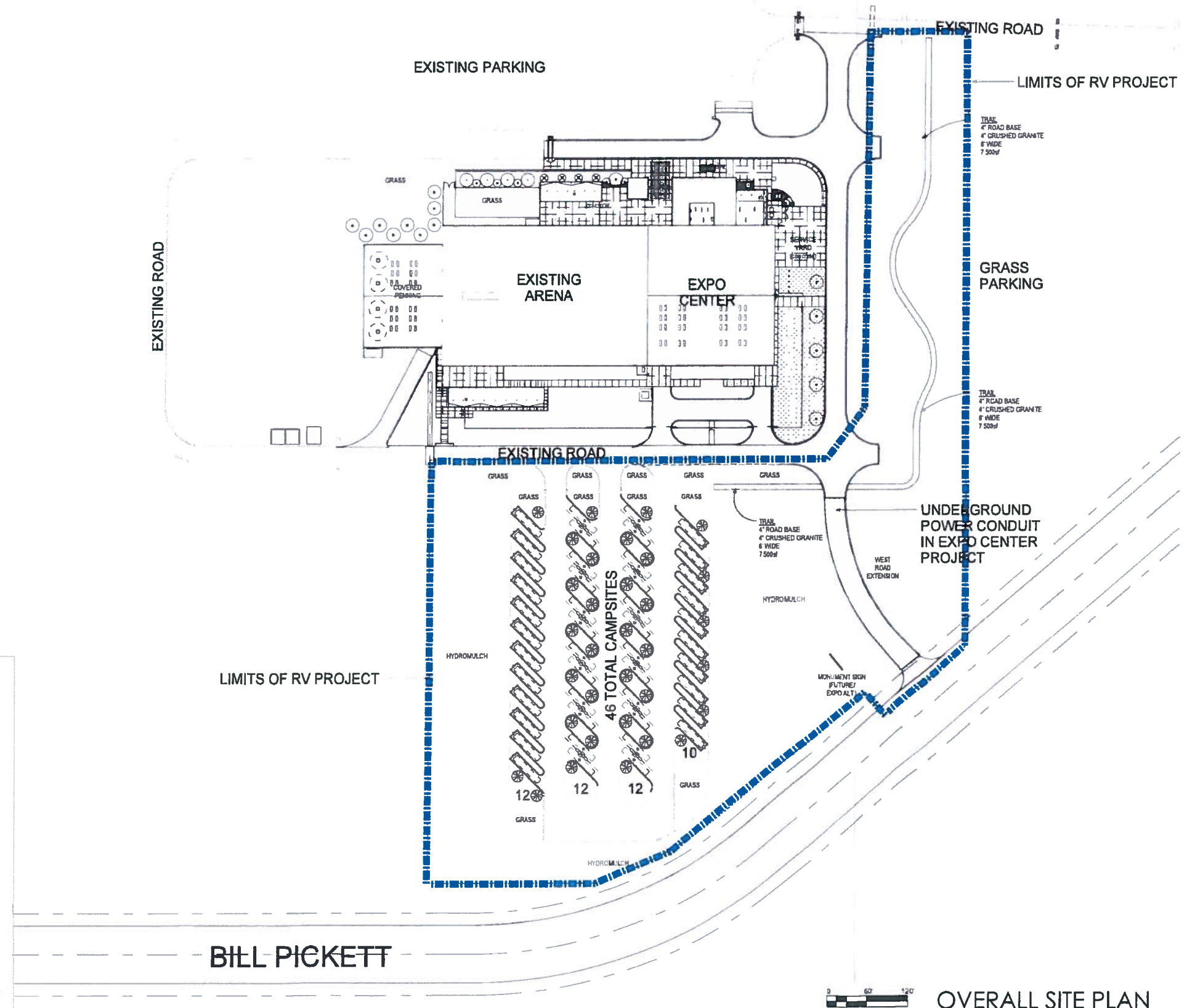
Overhead Lines: Yes, Disposition: Remain

Brent Leisure, State Liaison Officer:

 10-8-16
Signature and Date

Honorable Dan A. Gattis, County Judge:

Signature and Date



BUDGET SUMMARY

PROJECT: WILLIAMSON COUNTY Expo Center	REIMBURSEMENT REQUEST NO.
PROJECT NUMBER: 48-001142	PERIOD COVERED:

ESTIMATE	COMPLETED LAST REQUEST	COMPLETED THIS PERIOD	TOTAL COMPLETE

1. PROFESSIONAL SERVICES

Plans & Specifications
Limited to 12% of Construction Elements

\$

101,000.00

2. CONSTRUCTION ELEMENTS

- 1. Road & Parking
- 2. Water & Wastewater Utilities
- 3. Electric Utilities
- 4. RV Sites
- 5. Walks & Trails
- 6. Demolition
- 7. Site grading (incl Detention Pond)
- 8. Landscaping (native plants)

\$

332,816.00

\$

94,686.00

\$

76,873.00

\$

44,067.00

\$

69,976.00

\$

13,073.00

\$

126,580.00

\$

140,929.00

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

Construction Cost
Less Retainage
TOTAL CONSTRUCTION

\$

899,000.00

\$

0.00

\$

899,000.00

3. LAND ACQUISITION

\$

TOTAL ACQUISITION

\$

0.00

TOTAL PROJECT COST

\$

1,000,000.00

MATCH: \$500,000.00 0%

Title

Parks Director

Email Address

randybell@wilco.org

Phone Number

512-943-1922

Alternate Phone Number (Cell)

Optional

(No response)

Was this application prepared by someone other than the authorized official or staff person named above?

No

PARK PROJECT INFORMATION

The entire park is intended to be dedicated parkland, in perpetuity, as a result of receiving park grant funding.

Matching Funds Requested

This is the 50% match amount you are requesting from TPWD as shown in on your Budget Summary.

\$500,000

Park Name

Williamson County Expo Center

County

246 Williamson

Physical Address of the Project Site

210 Carlos G. Parker Blvd.
Taylor, TX 76574

Latitude at Park Entrance

NO HISTORIC
PROPERTIES AFFECTED
PROJECT MAY PROCEED

by Justin Kockritz
for Mark Wolfe

State Historic Preservation Officer

Date 2/1/2016

2016 03515

OFFICE MEMORANDUM

TO: Lana Daniels
Recreation Grants Program

FROM: Ryan McGillicuddy
Watershed Policy & Management
Inland Fisheries Division

SUBJECT: Fall 2015 Small Community Grant Application Review

DATE: 02/03/2016

COORDINATION - ROUTING			
DIV.	NAME	INITIAL	DATE
IF	Ryan McGillicuddy		
REMARKS:			
RETURN TO:			

TPWD Inland Fisheries, Coastal Fisheries and Wildlife Division staff has been consulted to assess regulatory compliance and identify potential adverse environmental impacts of proposed Recreation Grant applications. Reviewed applications are separated into four categories, with "Category 1" being of least concern, and "Category 4" being of the greatest concern.

CATEGORY 2

Category 2 includes projects for which one or more permits may be required, but if constructed as proposed and following permit requirements, should pose no significant environmental impacts. In general, these projects may further reduce or avoid adverse impacts by implementing appropriate comments in the "General Comments" attachment. These projects may also benefit from coordination with one or more of the TPWD groups listed in the "Other Recommended Coordination" section of the attachment. Potential permits considered are described in the "Types of Permits" section attached.

Williamson County – Williamson County Expo Center (ERCS# 36003):

The itemized budget for this project includes water utilities (supply line from water main), electric service (underground lines), wastewater lines, and water and sanitary utility distribution piping.

TPWD recommends that any open trenches or excavation areas be covered overnight and/or inspected every morning to ensure no wildlife species have been trapped. Also, inspect excavation areas for trapped wildlife prior to refilling. TPWD also recommends the judicious use and placement of sediment control fence to exclude wildlife from the construction areas. In many cases, sediment control fence placement for the purposes of controlling erosion and protecting water quality can be modified minimally to also provide the benefit of excluding wildlife access to construction areas. The exclusion fence should be buried at least six inches and be at least 24 inches high. The exclusion fence should be maintained for the life of the project and only removed after the construction is completed and the disturbed site has been revegetated. Construction personnel should be encouraged to examine the inside of the exclusion areas daily to determine if any wildlife species have been trapped inside the area of impact and provide safe egress opportunities prior to initiation of construction activities.

The applicant should consider using Night Sky friendly lighting at the facility and should only use native plants for landscaping ("adaptive plants" were mentioned).

Questions regarding environmental review of this recreation grant project can be directed to Megan Bean of the Inland Fisheries Division (830-866-3050) or Jessica Schmerler of the Wildlife Division (512-389-8054).

ATTACHMENT

Types of Permits

- USACE "404" permit (activities affecting wetlands or aquatic areas)
The U.S. Army Corps of Engineers (USACE) should be consulted prior to commencement of projects that propose to place fill material or structures, whether from general land grading activities, buildings, piers, foot bridges or other activities, into wetlands or waters of the U.S. to determine the regulatory status of the proposed activity. Compensation may be required for any encroachment into these areas.
- TCEQ "401" water quality certification (water quality of wetlands or aquatic areas) (Mr. David Galindo 512-239-0951)
- TCEQ Water Rights Permit (diversion or impoundment of water in waterways) (TCEQ Water Rights Permitting and Availability Section 512-239-4691)
- EPA Construction/Stormwater permit (1 or more acres disturbed)
U.S. Environmental Protection Agency should be contacted for projects proposing to disturb one or more acres of land. (Mr. Everett Spencer 214-665-8060 or TCEQ 512-239-4671)
- USFWS clearance (federally listed threatened & endangered species/habitat)
The U.S. Fish and Wildlife Service (USFWS) should be consulted, if Natural Diversity Database search indicates activities may impact federally listed species or habitat, to assist in the evaluation of the proposed activities that may affect federally listed rare, threatened, or endangered wildlife species. Further consultation or surveys may be necessary to determine impact.
- TPWD Sand and Gravel permit (disturbance of state navigable waterways or bay bottoms)
The TPWD biologist coordinating the Sand, Shell, Gravel and Marl (SSGM) program should be consulted to evaluate activities involving the disturbance or taking of material from the beds or bottoms of State-navigable streambeds and bay bottoms. (Mr. Tom Heger 512-389-4583)
- TPWD Aquatic Resource Relocation Plan
If construction occurs during times when water is present and dewatering activities or other harmful construction activities are involved, then TPWD recommends relocating potentially impacted native aquatic resources in conjunction with a *Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters* and an Aquatic Resource Relocation Plan. (Mr. Don Pitts 512-389-8754 or don.pitts@tpwd.texas.gov)
- TPWD Inland Fisheries Division (Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters)
The TPWD Fisheries Division should be consulted for required permits if any aquatic organisms are to be stocked or relocated within waters of the State. (Ms. Luci Cook-Hildreth 512-389-8750)

Other Recommended Coordination

- TPWD Inland Fisheries Division (establishment and management of pond fisheries)
- TPWD Wildlife Division – Wildscapes or Urban Wildlife Programs (beneficial planting/landscaping/xeriscaping)
 - Urban Wildlife program coordinator - Richard Heilbrun 210-688-6447
 - TPWD Wildscapes program administrator - Mark Klym 512-389-4644

- The Natural Diversity Database should be consulted to assist with the data search for state or federally listed rare, threatened, or endangered plant & wildlife species; as well as other rare or unique habitats and ecological resources. (Mr. Bob Gottfried 512-389-8744)
- TPWD Wildlife Division – Habitat Assessment Program (terrestrial habitat impacts/planting) (Ms. Julie Wicker 512-389-4579)
- TPWD Inland Fisheries Division – Watershed Conservation Team (wetland and aquatic habitat impacts/enhancement/creation) (Mr. Tom Heger 512-389-4583)

General Comments

1. Trails along creek banks and lake shores should be set back far enough that they do not cause or exacerbate erosion of the banks, either from construction activities or long-term use. Pedestrian creek crossovers should be located in areas where vegetation removal or disturbance can be avoided or minimized. The crossovers should span the entire creek channel with the headwalls at or above the top of the bank in order to avoid destabilizing the bed and banks.
2. Impervious vehicular and pedestrian use areas such as roads, walking tracks and parking areas should not impede natural surface water drainage. Stormwater runoff should be treated before discharging into nearby waterways by directing runoff into vegetated swales, retention or detention ponds, or similar pre-treatment areas.
3. Landscaping and revegetation plans should incorporate native plants, including grasses, whenever possible. Locally adapted natives can increase survival and reduce maintenance and watering needs while providing benefits to wildlife. Mowing only essential use areas will allow native grasses to prosper, generally without additional irrigation. Maintenance activities should be reduced as much as feasible in all areas except sport fields and playgrounds, and restricted to after seed-set (late fall) to promote reseeding and increased wildlife value. Enhancement of existing native grasses or prairie remnants can be assisted by limiting mowing practices and reseeding exposed areas with native grasses and forbs. After all, as many communities are learning, access to wildlife for casual recreation is not only a valued public benefit itself, but also a potential boost to the local economy.
4. Disturbance of native vegetation should be avoided or minimized during land alteration activities by using site planning and construction techniques designed to preserve existing native trees, shrubs, grasses and forbs, aquatic and wetland systems. Should any losses be deemed unavoidable, it is recommended that native plant species be used in mitigation and landscaped areas that are beneficial to fish and wildlife endemic to the area. Also, where possible, clearing of understory vegetation should be minimized because such vegetation provides habitat to small mammals and birds. Natural buffers contiguous to wetlands and aquatic systems should remain undisturbed, to preserve wildlife cover, food sources, travel corridors, and protect water quality of wetlands and waterways.
5. Soil erosion and siltation should be minimized using haybales, silt screens, or similar soil erosion prevention techniques. In order to enhance the stabilization of exposed soils, newly graded areas should be seeded or sodded with native grasses, while graded embankments should not exceed a 4:1 slope.
6. Park sites containing ponds or proposing the construction of a pond should take measures to insure that any domesticated waterfowl that take up residence at the pond are removed immediately by legal means. Domestic waterfowl pose a danger to native wild duck populations by providing a disease vector for duck plague, New Castle Disease, avian cholera, avian tuberculosis, chlamydiosis, bird flu and West Nile virus. Furthermore, the close genetic relationship between domestic and wild waterfowl can result in hybrid offspring, which has the effect of diluting the gene pool of wild populations and presents the possibility of breeding native species out of existence. Signs should be placed in the vicinity of park ponds to educate the public on the negative impacts of the release and feeding of domestic waterfowl.

Controlled Plants

No person may import, possess, sell, or place into water of this state exotic, harmful, or potentially harmful fish, shellfish, or aquatic plants except as authorized by rule or permit issued by Texas Parks & Wildlife.

Family	Scientific name	Common name
Amaranth family: Amaranthaceae	<i>Alternanthera philoxeroides</i>	alligatorweed
Sumac family: Anacardiaceae	<i>Schinus terebinthifolius</i>	Brazilian peppertree
Arum family: Araceae	<i>Pistia stratiotes</i>	water lettuce
Morning-glory family: Convolvulaceae	<i>Ipomoea aquatica</i>	swamp morning-glory
Water Milfoil family: Haloragaceae	<i>Myriophyllum spicatum</i>	Eurasian watermilfoil
Tape-grass family: Hydrocharitaceae	<i>Ottelia alismoides</i>	ducklettuce
	<i>Hydrilla verticillata</i>	hydrilla
	<i>Lagarosiphon major</i>	oxygen-weed
	<i>Spirodela oligorhiza</i>	duckweed
Loosestrife family: Lythraceae	<i>Lythrum salicaria</i>	purple loosestrife
Myrtle family: Myrtaceae	<i>Melaleuca quinquenervia</i>	punktree
Grass Family: Poaceae	<i>Panicum repens</i>	torpedo grass
Water-Hyacinth family: Pontederiaceae	<i>Eichhornia azurea</i>	anchored water hyacinth
	<i>Eichhornia crassipes</i>	common water hyacinth
	<i>Monochoria hastata</i>	arrowleaf falsepickerelweed
	<i>Monochoria vaginalis</i>	heartshape false pickerelweed
Salvinia Family: Salviniaceae	all species of genus <i>Salvinia</i>	
Figwort Family: Scrophulariaceae	<i>Limnophila sessiliflora</i>	Asian marshweed
Potato family: Solanaceae	<i>Solanum tampicense</i>	scrambling nightshade
Bur-reed family: Sparganiaceae	<i>Sparganium erectum</i>	simplestem bur-reed