



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		September 12, 2016		
Department:		Health, Environmental Education		
Department Head		Rachel Patterson		
Agenda Coordinator (include phone #): Nancy Corwin 972-974-7137				
CAPTION				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano, Texas and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	30,000	0
BALANCE		0	30,000	0
FUND(s): GENERAL				
<p>COMMENTS: Approval of this item will result in \$30,000 in annual revenue via a grant from the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center. The amount of the grant to be received in FY 2015-16 is \$30,000.</p> <p>STRATEGIC PLAN GOAL: Providing an Interlocal Agreement by the City of Plano, Texas and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center relates to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
<p>Interlocal Agreement by and between the City of Plano and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center. The term of the contract shall be from September 12, 2016 through April 30, 2017.(City of Plano tracking No. 2016-0523-I)</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution, Interlocal Agreement				

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano, Texas and the Texas Parks and Wildlife Department for development of the City of Plano Water Walk at the Environmental Education Center; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement for development of the City of Plano Water Walk at the Environmental Education Center by and between the Texas Parks and Wildlife Department and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the City Council finds that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been found to be acceptable and in the best interest of the City of Plano and its citizens by the City Council of the City of Plano, are hereby in all things approved.

Section II. The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 12th day of September, 2016.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

TPWD Contract Number: _____
COP Contract Number: _____

THE STATE OF TEXAS

INTERLOCAL COOPERATION CONTRACT

COUNTY OF TRAVIS

This Agreement is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)

The Performing Entity: City of Plano (COP)

II. STATEMENT OF SERVICES TO BE PERFORMED:

COP shall conduct the project entitled "City of Plano Water Walk" as per proposal attached hereto as Attachment A and incorporated herein for all purposes.

Deliverables of this project include:

- An interpretive water walk along a riparian corridor at Plano's Environmental Education Center will be developed in order to create better access to wildlife viewing, creek observation and sampling locations, and enhance education and outreach opportunities.
- Social media posts announcing the receipt of the award, crediting the TPWD Conservation License Plates
- Social media posts with photographs, showing progress of the construction of the boardwalk
- All Deliverables as set forth in the initial proposal

Project Coordinator: At least one (1) TPWD employee will serve as a project coordinator. The project coordinator shall monitor progress of the project.

Funding and Acknowledgment: All publications arising from this research shall acknowledge TPWD, as well as Conservation License Plates, as the funding sources of this project. Funding for this Research and Development project was through the Conservation License Plates Grants program, or such fund as may supersede it in funding this project.

Data and Analyses: All data and analyses resulting from this project, and all information regarding the project, becomes the joint property of TPWD and COP, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than March 31, 2017. TPWD agrees to refrain from publishing any results or analysis of this study for two (2) years after the termination date of contract, after which TPWD may publish with no restriction.

Intellectual Property: With respect to such Intellectual Property as is (i) incorporated in the Work, or (ii) produced by COP or COP employees, subcontractors, or subcontractor's employees during the course of performing the Work, COP hereby grants to TPWD, subject to the terms of this Contract, a nonexclusive, perpetual, irrevocable, enterprise-wide license to use, copy, publish, and modify such Intellectual Property, and allow others to do so for TPWD purposes. COP shall secure all necessary intellectual property licenses from third parties and warrants that the Work and the intended use of the Work will not infringe upon any property rights of any third party.

Equipment and Supplies: Equipment and supplies purchased under this Contract shall be used, managed, and disposed of in accordance with the Texas Uniform Grant Management Standards (UGMS). Property

records must be maintained on all capitalized or controlled property and equipment that include a description of the property, a serial number or other identification number as provided by State Property Accounting (SPA), the source of the property, who holds title, the acquisition date, and cost of the property. These records must be provided to TPWD at time of acquisition. At least every two years and/or at project closeout a physical inventory of the property must be taken and the results reconciled with property records. TPWD will determine appropriate disposition of such property in accordance with UGMS.

Landowner Permission: In accordance with 12.103 of the Texas Parks and Wildlife Code, the Performing Entity acknowledges that any work to be performed on private lands in Texas using these funds requires that grantees secure written permission from the private landowner(s) for the purposes of (i) access to the land, and (ii) use of data collected on that land. As such the Landowner Permission for Wildlife Research Form, is attached hereto as Attachment B, and is incorporated herein for all purposes.

Reporting Requirements: COP must submit a **Final Report on or before April 30, 2017**. The final report shall include photos of the boardwalk after completion.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with UGMS and additional state and federal rules and laws. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for allowable costs. Additional federal requirements apply when federal funds are included in the reimbursement.

Revisions: Certain types of post-award changes in the budget and/or the project may require the prior written approval by TPWD. Requests for changes can be submitted to the TPWD Contract Point of Contact for review.

Travel: Travel: Expenditures for travel and travel-related expenses that are eligible for reimbursement will be reimbursed at the official rate authorized by the State of Texas located at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>. Such cost must be charged on an actual cost basis up to, but not to exceed, the per diem rates as applicable. *Certain expenditures may be reimbursed at either an actual cost basis or the per diem rates according to the Performing Entity's travel policy.*

Tips or gratuities and purchase of alcohol are not reimbursable expenses.

Backup documentation as required by the Performing Entity's travel policy must be submitted with reimbursement request. It is the Performing Entity's responsibility to notify TPWD of any changes to their travel policy.

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Budget Revisions: Performing Entity may make adjustments up to five percent (5%) within cost categories without prior approval from TPWD, provided that the total reimbursable costs do not exceed total annual costs.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

IV. CONTRACT AMOUNT:

The total reimbursable amount of this Contract shall not exceed: \$30,000 (Thirty Thousand Dollars) with the minimum match requirement of: \$10,000 (Ten Thousand Dollars).

If within the same biennium, budgeted monies not spent in a given fiscal year are eligible to be rolled over to the following fiscal year(s).

Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Entity.

The Receiving Agency will enter payment information into USAS. This shall be recorded as a state pass through grant in USAS as expenditure code 7611.

Payments received by the Performing Entity shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

Twenty percent (20%) of Fiscal year funds will be held until receipt and acceptance of fiscal/final report by TPWD.

VI. INVOICING:

Payments for service performed shall be billed: Monthly.

INVOICES WILL BE SENT ELECTRONICALLY TO:

Texas Parks and Wildlife Department
Attn: Debra Borrego
Debra.borrego@tpwd.texas.gov

Reimbursement requests shall be submitted on TPWD's Vendor Invoice – GA123; invoice available for download at <http://tpwd.texas.gov/business/grants/>. A sample invoice is attached hereto as Attachment C.

Documentation Requirements: Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the costs incurred (**i.e. actual cost receipts from vendors for all expenditure line items including meals, incidentals, lodging, purchases of supplies/equipment, payroll receipts/records showing employee name, hours worked, hourly rate and total cost claimed, etc.**) during the invoiced period. Backup documentation must be submitted for both the contract expenses incurred and the match amounts.

Cost Sharing or Match: A cumulative minimum non-federal match, representing 25% of the total cumulative expenditures, must be documented on each invoice. Invoices submitted without the required 25% cumulative match will not be processed by TPWD and will be returned to submitting Agency for modification and resubmission.

If the invoice or backup documentation is not complete it will delay the processing of your invoice.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

VII. CONTRACT ADMINISTRATION:

TPWD Project Coordinator
Richard Heilbrun
CO Program Leader
12861 Galm Rd
San Antonio, Texas 78254
(210) 688-6444 office
(210) 688-6446 fax
Richard.heilbrun@tpwd.texas.gov

TPWD Contract Point of Contact
Ginny Jensby, CTCM
Contract Specialist
Texas Parks & Wildlife Department
4200 Smith School Road
Austin, TX 78744
(512) 389-4777 office
Ginny.Jensby@tpwd.texas.gov

Vendor Project Coordinator
Heather Merchant
City of Plano
4200 West Plano Parkway
Plano, TX 75093
972-769-4111
Heatherm@plano.gov

Vendor Contract Point of Contact
Heather Merchant
City of Plano
4200 West Plano Parkway
Plano, TX 75093
972-769-4111
Heatherm@plano.gov

VIII. TERM OF CONTRACT:

This Contract is to begin upon signature by both parties, and shall terminate April 30, 2017.

An extension to this contract may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD.

IX. DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. Capitalized Property is real or personal property that have an estimated life of greater than one year. A capital asset has a value equal to or greater than the capitalization threshold established for that asset type. In accordance with State Property Accounting (SPA) regulations.
- B. Controlled Property is a capital asset that has a value less than the capitalization threshold established for that asset type, however due to its high-risk threshold, is required to be reported to SPA. The Comptrollers controlled assets list can be found online at: <https://fmx.cpa.state.tx.us/fmx/spa/classclosed/control.php>.
- C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Entity.
- D. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
- E. Equipment means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000).
- F. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
- G. Public Information Act means Chapter 552 of the Texas Government Code.
- H. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.
- I. UGMS means Uniformed Grant Management Standards. www.governor.state.tx.us/files/state-grants/UGMS062004.doc

X. GENERAL TERMS AND CONDITIONS:

Abandonment or Default: If the contractor defaults on the contract, TPWD reserves the right to cancel this Contract without notice. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Right to Audit / Records Retention: Performing Entity understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Entity further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Performing Entity shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Performing Entity and the requirement to cooperate is included in any subcontract it awards. Performing Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Performing Entity's funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Performing Entity shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Performing Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Performing Entity and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Performing Entity must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TPWD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Performing Entity shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Performing Entity's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure.

Disallowed Costs: The Performing Entity is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Dispute Resolution: Any disputes arising from this agreement shall be resolved using Chapter 2260 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Entity's substandard performance or any non-conformity with this Contract or the law.

Performing Entity shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Entity from liability for losses under this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed

that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

Proprietary or Confidential Information: Contractor will not disclose any information to which it is privy under this Contract without the prior consent of the agency. Contract will indemnify and hold harmless the State of Texas, its officers and employees, and TPWD, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.

Public Disclosure: Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code ("the Public Information Act"). No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD.

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the contractor, terminate this Contract, in whole or in part, for cause if the contractor fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the contractor of intent to terminate, and TPWD will provide the contractor with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing this Contract, whether completed or in process.

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Entity certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a) All persons employed to perform duties within Texas, during the term of the Contract; and
- b) All persons (including subcontractors) assigned by the Performing Entity to perform work pursuant to the Contract, within the United States of America.

The Performing Entity shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Entity, and Performing Entity's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Performing Entity may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.

Other Law: Acceptance of a Federal financial award carries with it the responsibility to be aware of and comply with the terms and conditions of the award per <http://www.fws.gov/grants/>.

Whistleblower Rights and Requirements: 41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient (Performing Entity) and Subrecipient (Sub-Contractors) Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified

acquisition threshold are 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 (P.L. 112-239).

- b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Entity, or any person working on the Performing Entity's behalf, shall be immediately reported to TPWD, USFWS, and the State Historic Preservation Officer. The Performing Entity shall stop all operations in the area of potential effect until written authorization to proceed is issued by USFWS after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

The undersigned contracting parties do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

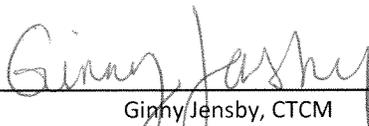
PERFORMING ENTITY

TEXAS PARKS AND WILDLIFE DEPARTMENT

CITY OF PLANO

Name of Agency

By:



Ginny Jensby, CTCM
Contract Specialist

By:

Authorized Signature

Date:

8/22/2016

Date:

PLANO ENVIRONMENTAL EDUCATION CENTER WATER WALK

PROJECT DESCRIPTION & JUSTIFICATION

An interpretive water walk along a riparian corridor at Plano’s Environmental Education Center will be developed in order to create better access to wildlife viewing, creek observation and sampling locations, and enhance education and outreach opportunities. Grant funds will be used to construct an accessible boardwalk with designated gathering areas, creek access locations and specific educational signage for designated stops. A conceptual plan completed by a contractor has been approved and construction documents are being prepared. *This unique riparian corridor* is an isolated natural area surrounded by urban development. The waterway is attractive and inviting to wander along, with year-round water flow. Because it’s rich in plant, bird, mammal, insect and aquatic life, it’s an excellent riparian habitat observation and conservation area. Installation of this walkway will bring visitors closer to the water and the surrounding habitat and create more effective educational opportunities, including water quality and storm water pollution impacts on wildlife. Development of the water walk will enhance existing school field trips, while also creating potential for professional development trainings. Preservation of this unique habitat demonstrates to Family Nature Club, school field trips, scout groups and community visitors the importance of local conservation efforts. A self-guided trail will allow residents to enjoy and learn from the site at their leisure. Master Naturalist Volunteers (MNV) have created a database inventory of the flora and fauna on the site and update it monthly. The native species found on the *Greatest Conservation Need* list for the Cross Timbers Ecoregion will be identified and monitored. Invasive species removal has begun to ensure the successful conservation of native species. The project timeline reflects Phase I of the project. The project has been divided into phases to be completed over three years as funding is available.

METHODS: A construction contractor will oversee the installation of the piers and structural framework that will support the boardwalk. Lowes Home Improvement Center will provide recycled composite lumber for the boardwalk surface and tools and materials necessary for installation. Lowes employees, corporate groups and community volunteers will provide volunteer labor for cutting and nailing the boardwalk lumber to the frame. A trail design engineer from the contracted Engineering design firm will oversee the boardwalk and trail installation. His familiarity and experience with similar projects will be an asset in ensuring efficient, accurate and quality implementation. Decomposed granite (DG) and repurposed landscape stone will be used for connecting trails. The City’s Volunteer Coordinator will recruit, schedule and supervise volunteer workdays for the project. Volunteer labor will increase community participation and cut project installation costs. The City’s Marketing & Community Engagement staff will promote the project and the Conservation License Plate (CLP) program through web site, social media and news release channels. Professional design and production of signage will ensure an attractive, outdoor quality, long-lasting product. Engaging and accurate educational messages will be developed by education staff familiar with the topics and objectives of the project, ensuring on-target delivery.

PROJECT TIMELINE Please disregard this timeline. There is an updated timeline below.

Date	Task	Funding Source
October 2015	<ul style="list-style-type: none"> • Contract developed for Construction Contractor • MNVs conduct flora and fauna inventory • MNVs continue invasive species removal 	
November/ December 2015	<ul style="list-style-type: none"> • Construction Contractor contract signed • Contract for interpretive signs developed • Text for interpretive signs finalized • Lowes grant report due 12/31/15 	Lowes Grant and City of Plano (COP) department funds cover interpretive signs 5 conservation messages: watersheds, riparian habitat, native species, food web, stormwater pollutants & impacts
January 2015 TPWD Funds become available	<ul style="list-style-type: none"> • Infrastructure for boardwalk installed by contractor • Award & sign contract for interpretive signs • Create specifications for boardwalk decking materials & tools • Recruit volunteers from Lowes and other groups 	TPWD grant covers Construction Contractor fees and materials 1/31/16 - Submit reimbursement requests to date Donated materials from Lowes and COP

	<ul style="list-style-type: none"> Finalize Volunteer workday dates 	
February 2016	<ul style="list-style-type: none"> Begin design & production of signs Installation of boardwalk begins Conduct Volunteer workdays for boardwalk installation MNVs continue flora and fauna inventory 	Lowes Grant and COP department funds cover interpretive signs
March 2016	<ul style="list-style-type: none"> Conduct Volunteer workdays for boardwalk installation Begin work on trail connection to boardwalk Approve interpretive sign design MNVs continue flora and fauna inventory 	TPWD grant covers materials for trail connection 3/31/16 – Submit reimbursement
April 2016	<ul style="list-style-type: none"> Construction of boardwalk completed Continue work on trail connection Production of interpretive signs complete Master Naturalist Volunteers continue with flora and fauna inventory 	<ul style="list-style-type: none"> TPWD grant covers materials for trail connection Lowes Grant and COP department funds cover interpretive signs
May 2016	<ul style="list-style-type: none"> Trail Connection to boardwalk completed Installation of interpretive signs begins MNVs continue flora and fauna inventory Begin plans- Ribbon-cutting, media exposure and marketing of Water Walk, and CLP 	Sign installation costs and materials covered by TPWD grant Submit reimbursement - 5/31/16
June 2016	<ul style="list-style-type: none"> Installation of interpretive signs completed MNVs continue flora and fauna inventory Promote CLP & Water Walk through all COP marketing channels	All newsletter design and production costs covered by COP department funds
July 2016	Ribbon cutting event for Water Walk	Covered by COP department funds
August 2016	All funds spent & reimbursement requests made	8/31/16
Sept. 2016	Final report written and submitted	9/30/16

COLLABORATORS AND PARTNERS: *Blackland Prairie Chapter – Texas Master Naturalists* - Volunteers will inventory flora and fauna; help with invasive species removal; and installation of water walk; p consult on sign messages; serve as educators for outreach programs. *Lowes Home Improvement Center* – will provide in-kind materials and \$10,000; will provide employee volunteer labor.

MATCHING CONTRIBUTION

	CLP Request	Plano + Partner Contributions	Total Project	Match %
Water Walk	\$30,000	\$70,000	\$100,000	70

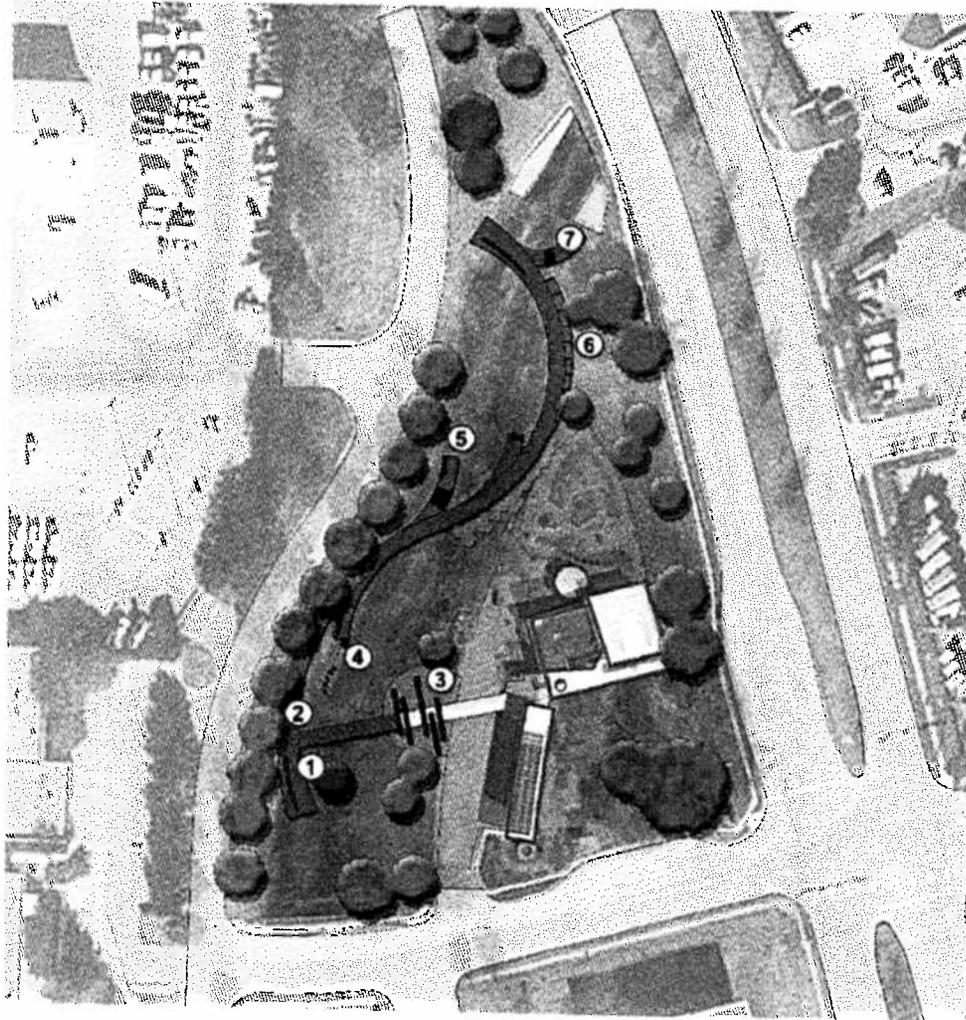
GRANT VISIBIITY

The CLP program and grant award will be publicly acknowledged on a sign along the water walk at our Environmental Education Center, which saw over 8,000 visitors in 2014. Information about the CLP, our award, and examples of CLPs will be featured in our Live Green in Plano newsletter which is direct mailed to 73,000 households and our Live Green e-News with a circulation of 2,000. Posts about CLP and the water walk will be included in Facebook and Twitter social media activities reaching more than 7,000 people; and featured on both the LiveGreenInPlano and City web sites with annual page hits of 6,238 and 2,568,046 respectively. Features stories will be submitted to local Plano Star Courier and Community Impact News; and Plano TV (cable) will produce a feature.

BUDGET and SUPPLEMENTAL MAP on Separate pages

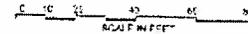
DESIGN ALTERNATIVES

CONCEPT A



LEGEND

- | | |
|---|--|
| 1 | WATERSHED OVERLOOK |
| 2 | TEN FOOT WIDE BOARDWALK |
| 3 | GATHERING/SEATING AREA |
| 4 | NATURAL RIPARIAN VIEWING AREA |
| 5 | WILDLIFE VIEWING AREA |
| 6 | FOOD WEB ART |
| 7 | POLLUTION EDUCATION AREA/
OUTDOOR CLASSROOM |



Updated Timeline for Plano Water Walk Project

Date	Task	Funding Source
October 2015	<ul style="list-style-type: none"> • MNVs conduct flora and fauna inventory. • MNVs continue invasive species removal. 	Texas Master Naturalist volunteers
November/ December 2015	<ul style="list-style-type: none"> • Text for interpretive signs finalized. • Investigate Sign production companies. • Lowes grant report due 12/31/15. • Develop contract with Halff Associates for Water Walk design. 	Lowes Grant and City of Plano (COP)department funds cover interpretive signs 5 conservation messages: watersheds, riparian habitat, native species, food web, stormwater pollutants & impacts COP department funds
January 2016	<ul style="list-style-type: none"> • Contract finalized and design of water walk trail work begins – Halff Associates. 	COP department funds
February 2016	<ul style="list-style-type: none"> • Begin design of signs. • Begin work on contract for Sign Production company. 	City of Plano staff completing the work
March 2016	<ul style="list-style-type: none"> • Continue design of signs. 	City of Plano staff completing the work
April 2016	<ul style="list-style-type: none"> • Complete contract with Sign Production company. • 	COP Purchasing Dept. & Legal Dept.
May 2016	<ul style="list-style-type: none"> • 75% construction documents delivered and meet for comments. • 	COP department budget
June 2016	<ul style="list-style-type: none"> • Meet with Plano Parks Department, Engineering and Purchasing Dept. to determine bidding process, and construction manager over project. 	City of Plano staff
July 2016	<ul style="list-style-type: none"> • 100% construction documents complete and reviewed by COP. • Extend dates on Sign Production contract. 	COP department budget COP Purchasing Dept.

	<ul style="list-style-type: none"> • Bid/contract specifications detailed. • Conversation with TREX concerning donated materials. • 	<p>COP Purchasing Dept.</p> <p>Possible donated materials from TREX</p>
August 2016	<ul style="list-style-type: none"> • Create specifications for trail and boardwalk decking materials & tools. • Bid process for construction begins. • Contract between COP & TPWD finalized and executed. • 	TPWD grant covers Construction Contractor fees and materials
September 2016	<ul style="list-style-type: none"> • All construction contracts finalized. • Contractor to purchase all materials needed as outlined in construction plans and bid specifications. 	TPWD grant covers Construction Contractor fees and materials.
October 2016	<p>Construction on water walk begins</p> <ul style="list-style-type: none"> • Phase 1: Helical Piers, dirt work, concrete mow curb, DG trail, boulder seating. 	TPWD grant funds; KTB grant funds; COP budget.
November 2016	<p>Construction continues:</p> <ul style="list-style-type: none"> • Phase 2: TREX lumber boardwalk, steps to Creek, observation decking 	
December 2016	<p>Construction continues:</p> <p>Phase 3 – Landscape work</p>	Corporate/community volunteer groups
January 2017	<p>Construction continues:</p> <ul style="list-style-type: none"> •Phase 3 – Landscape work <p>Begin planning -Ribbon-cutting, media exposure and marketing</p>	<p>Corporate/community volunteer groups</p> <p>1/31/17 - Submit reimbursement requests to date – TPWD.</p>

	of Water Walk, and CLP	
February 2017	<p>Construction continues:</p> <ul style="list-style-type: none"> •Phase 3 – Landscape work <p>Final sign designs sent to Sign Production company.</p> <p>Promote CLP & Water Walk through all COP marketing channels</p>	<p>Corporate/community volunteer groups COP department funds</p> <p>Signs paid for from Lowes grant funds.</p> <p>All newsletter design and production costs covered by COP department funds</p>
March 2017	<p>Construction continues:</p> <ul style="list-style-type: none"> • Phase 4 – Production and installation of educational signage by Sign Production company. • Ribbon cutting event for Water Walk • All funds spent & reimbursement requests to TPWD made. 	<p>Covered by COP department funds</p> <p>3/31/17</p>
April 1, 2017	Project completed. Final report written and submitted.	4/30/17

Attachment A - Budget

Cost Category	Reimbursable Request (amount requested from TPWD)	Primary Applicant Share, if any (non-federal match provided) Sam Houston State University	Total
Phase 1 (Grant expended by 2 Feb 2017)			
Equipment			
Subcontractor Services (Labor)			\$0
Sub: Boardwalk and Walk Way Materials	\$30,000	\$10,000	\$40,000
Total Direct Cost	\$30,000	\$10,000	\$40,000
Total	\$30,000	\$10,000	\$40,000
	Total (%)	75%	25%
	Nonfederal Match (\$)	\$10,000	\$10,000
	Nonfederal Match (total must be 25%)	25%	25%
GRAND TOTAL	\$30,000	\$10,000	\$40,000
	GrandTotal (%)	75%	25%
	Nonfederal Match (\$)	\$10,000	\$10,000
	Nonfederal Match (total must be 25%)	25%	25%



Attachment B

LANDOWNER PERMISSION FOR WILDLIFE RESEARCH AND INVESTIGATION (Pursuant to Section 12.103 of the Texas Parks and Wildlife Code)

By my signature below, I hereby authorize Texas Parks and Wildlife Department (Department) employees, or persons working on behalf of the Department, to enter private property I own or manage for the purpose of conducting scientific research and investigation regarding wildlife and natural resources, to record and use site specific information from the property for scientific research and investigation, and to allow public access to the information to the degree authorized below.

(Authorized scientific research, investigation, or activity)

Release of Information (Location Specific): I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, environmental project reviews, or otherwise make the information available to the public in a manner that identifies the specific location of the private property I own or manage.

(Landowner or authorized agent) (Date)

OR

Release of Information (Non-Location Specific): I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, or otherwise make the information available to the public only in a manner that is generalized to a level that does not identify the specific location of private property I own or manage.

(Landowner or authorized agent) (Date)

Name and Address: (Please print legibly)

(Name of Landowner or Authorized Agent)

(Property, Ranch, or Tract name)

(Address)

(City, State, Zip)

(Home Phone) (Office Phone) optional (FAX) optional

(Email Address) optional

Texas Parks and Wildlife Department maintains the information collected through this form. With few exceptions, you are entitled to be informed about the information we collect. Under Sections 552.021 and 553.023 of the Texas Government Code, you are also entitled to receive and review the information. Under Section 559.004, you are also entitled to have this information corrected. For assistance call 512-389-4978.

Attachment C

TPWD's Vendor Invoice – GA123 is available electronically at: <http://tpwd.texas.gov/business/grants/>

TEXAS PARKS AND WILDLIFE DEPARTMENT INVOICE					
1. VENDOR ID:		2. INVOICE DETAIL:		#	MM/DD/YY
3. RTI (if applicable):					
4. TPWD CONTRACT/AGREEMENT NUMBER:		5. CURRENT PERIOD PAYMENT AMOUNT REQUESTED:			\$0.00
6. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		7. FINAL INVOICE:		YES	NO
		8. ACCOUNTING BASIS:		X	CASH
		9. TOTAL PROJECT/GRANT PERIOD:			
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY	
		10. PERIOD COVERED BY THIS REPORT:			
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY	
11. EXPENDITURES BUDGET CATEGORIES:		Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of:
					MM/DD/YY
a. Personnel/Salary		\$0.00	*	\$0.00	\$0.00
b. Fringe Benefits		\$0.00	*	\$0.00	\$0.00
c. Travel		\$0.00	*	\$0.00	\$0.00
d. Supplies		\$0.00	*	\$0.00	\$0.00
e. Equipment		\$0.00	*	\$0.00	\$0.00
f. Contractual		\$0.00	*	\$0.00	\$0.00
g. Other		\$0.00	*	\$0.00	\$0.00
h. Total Direct Costs (Sum a - g)		\$0.00		\$0.00	\$0.00
i. Indirect Costs (if allowable)		\$0.00		\$0.00	\$0.00
j. Total Amount Payable (h-i)		\$0.00		\$0.00	\$0.00
12. MATCH BUDGET CATEGORIES:		Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of:
					MM/DD/YY
a. Total Direct Costs		\$0.00	*	\$0.00	\$0.00
b. Indirect Costs (if allowable)		\$0.00	*	\$0.00	\$0.00
c. Local/In Kind Match		\$0.00	*	\$0.00	\$0.00
d. Total Obligation Payable (Sum a-c)		\$0.00		\$0.00	\$0.00
13. PERCENTAGES		Budget %	Period %	Cumulative %	
Expenditures		#DIV/0!	#DIV/0!	#DIV/0!	
Match		#DIV/0!	#DIV/0!	#DIV/0!	
<p>*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with your agreement.</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p>					
<p>14. CERTIFICATION I certify to the best of my knowledge and belief that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and condition of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that the costs claimed above have not been previously reimbursed.</p>					
a. Type or Print Name and Title of Authorized Certifying Official			c. Telephone (Area code, number and extension)		
			d. Email address		
b. Signature of Authorized Certifying Official			e. Date Report Submitted (Month, Day, Year)		