

CONSULTING ENGINEERS 12160 North Abrams Rd., Suite 508 Dallas, Texas 75243 214-461-9867

City of Addison PO Box 9010 Addison, TX 75001 ATTN. James Pierce, P.E.

Statement for Professional Services Rendered

ADD 02212 TPDES Phase II 5/31/2003 Malled 6-9-03 Invoice No. 02212-06

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Services rendered 5/1 - 5/31/2003

Services Provided: NCTCOG SW Educators roundtable meeting; BMP fact sheets; Finalize report.

#### **Basic Engineering:**

Contract Budget % Complete to Date	<b></b>	\$	17,750.00 65%	
Total Due to Date Amount Previously Billed	#	\$ \$	11,537.50 9,762.50	
SUBTOTAL ENGINEERING SERVICES		\$	1,775.00	
TOTAL THIS PERIOD	=			\$ 1,775.00

(Please show ADD 02212 project number on all payments of this statement)

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01-411-56570

CONSULTING ENGINEERS 12160 North Abrams Rd., Suite 508 Dallas, Texas 75243 214-461-9867

City of Addison PO Box 9010 Addison, TX 75001 ATTN. James Pierce, P.E.

Statement for Professional Services Rendered

ADD 02212 TPDES Phase II 4/30/03 Mailed 5-8-03 Invoice No. 02212-05

Services rendered 4/1 - 4/30/2003

Services Provided: BMP tracking table MCM 1-6; Correspondence with staff; BMP fact sheets & report.

#### **Basic Engineering:**

Contract Budget % Complete to Date	<b>1</b>	\$	17,750.00 55%	
Total Due to Date Amount Previously Billed	11	\$ \$	9,762.50 7,100.00	
SUBTOTAL ENGINEERING SERVICES		<u>\$</u>	2,662.50	
TOTAL THIS PERIOD	=			\$ 2,662.50

(Please show ADD 02212 project number on all payments of this statement)

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CONSULTING ENGINEERS 12160 North Abrams Rd., Suite 508 Dallas, Texas 75243 214-461-9867

City of Addison PO Box 9010 Addison, TX 75001 ATTN. James Pierce, P.E.

Statement for Professional Services	Rendered				3/31/03
					Malled 4-8-03
ADD 02212		<i>/// </i> ~	www.a	" , "	Invoice No02212-04
TPDES Phase II					

Services rendered 3/1 - 3/31/2003

Services Provided: Prepare BMP's for meeting; Preparation & meeting with Town staff.

#### Basic Engineering:

Contract Budget % Complete to Date	=	\$	17,750.00 40%	
Total Due to Date Amount Previously Billed	-	\$ \$	7,100.00 5,857.50	
SUBTOTAL ENGINEERING SERVICES	=	<u>\$</u>	1,242.50	
TOTAL THIS PERIOD	橆			\$ 1,242.50

(Please show ADD 02212 project number on all payments of this statement)

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CONSULTING ENGINEERS 12160 North Abrams Rd., Suite 508 Dallas, Texas 75243 214-461-9867

City of Addison PO Box 9010 Addison, TX 75001 ATTN. James Pierce, P.E.

Statement for Professional Services Rendered

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#### ADD 02212 TPDES Phase II

2/28/03 Mailed 3-9-03 Invoice No, 02212-03

Services rendered 1/1 - 2/28/2003

<u>Services Provided:</u> Received and reviewed mark-up from Pierce of BMP by department listing; Revisions to dept. listings; Correspondence with client.

#### **Basic Engineering:**

Contract Budget % Complete to Date		\$ 17,750.00 33%
Total Due to Date Amount Previously Billed	-	\$ 5,857.50 \$ 4,437.50
SUBTOTAL ENGINEERING SERVICES		<u>\$ 1,420.00</u>
TOTAL THIS PERIOD	=	\$ 1,420.00
Balance Outstanding from Previous Invoice	#	<u>\$</u>
TOTAL AMOUNT DUE	æ	\$ 1,420.00

(Please show ADD 02212 project number on all payments of this statement)

OKto Pay Jefuii 2-14-03

01-411-56570

MJH - 887.50 - 3550 - 0 - 0 - 0

CONSULTING ENGINEERS 1100 Macon Street Fort Worth, Texas 76102 817-336-5773

City of Addison PO Box 9010 Addison, TX 75001 ATTN. James Pierce, P.E.

Statement for Professional Services Rendered

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## ADD 02212 TPDES Phase II

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12/31/02 Mailed 1-23-03 Invoice No. 02212-02

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Services rendered through 12/31/2002

Services Provided: BMP pickup from city; COG TPDES meeting; Sent BMP to departments at city.

#### **Basic Engineering:**

Contract Budget % Complete to Date		\$ 17,750.00 25%
Total Due to Date Amount Previously Billed	=	\$ 4,437.50 \$ 3,550.00
SUBTOTAL ENGINEERING SERVICES	=	<u>\$ 887.50</u>
TOTAL THIS PERIOD	-	\$ 887.50
Balance Outstanding from Previous Invoice	=	\$ 3,550.00
TOTAL AMOUNT DUE	=	\$ 4,437.50

(Please show ADD 02212 project number on all payments of this statement)



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January 24, 2003

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James Pierce, P. E. City of Addison PO Box 9010 Addison TX 75001

Re: Invoice 02212-01

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Dear Mr Pierce:

In putting together the invoice for December efforts on the TPDES Phase II project, it was noted that we had sent the first invoice to the City, but had the wrong contact name. This invoice is still outstanding, and I wanted to be sure that you have gotten a copy of it. I apologize for the error! If you need for me to send a copy of this first invoice to your attention, please let me know. I will be glad to do that. Sorry for any inconvenience!

Thank you,

Sue The Thomas

Sue M. Thomas Accounts Receivable

cc. Mark Holliday, Project Manager

1100 MACON STREET FORT WORTH, TEXAS 76102 (817) 336-5773 FAX (817) 336-2813

CONSULTING ENGINEERS 1100 Macon Street Fort Worth, Texas 76102 817-336-5773

Mr. John Baumgartner City of Addison PO Box 9010 Addison, TX 75001

Statement for Professional Services Rendered

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#### ADD 02212 TPDES Phase II

Services rendered through 11/30/2002

11/30/02 Mailed 12-16-02 Invoice No. 02212-01

Services Provided: Preparation BMP inventory; Meeting with city.

#### **Basic Engineering:**

Contract Budget % Complete to Date		\$	17,750.00 20%	
Total Due to Date Amount Previously Billed	## <b>#</b>	\$ 5	3,550.00	
SUBTOTAL ENGINEERING SERVICES	=	\$	3,550.00	
TOTAL AMOUNT DUE				\$ 3,550.00

(Please show ADD 02212 project number on all payments of this statement)



24-2003 10:10 , EAGUE NALI	
INC.	TEAGUE HALL AND PERKINS, INC. ENGINEERS + SURVEYORS + MUNICIPAL CONSULTANTS
FACSIMIL	E TRANSMITTAL SHEET
TO: Jim Pierce	FROM: Kelly Dillard
COMPANY: Town of Addison	DATE: 4-24-03
FAX NUMMER: 1-972-450-2879	TOTAL NO. OF PAGES INCLUDING COVER- 17
PHONE NUMBER: 1-972-450-2837	SENDER'S REFERENCE NUMBER
	PROJECT NUMBER:

NOTES/COMMENTS:

Jim,

Receive

I am faxing you a draft overview of the TPDES SWMP for Addison. This is an overview of the program in tabular form. From this information I will be completing the final draft. Please review the BMP, responsible department, and required action by the Town (measurable goal). If you have any questions, or would like me to add or delete some programs, please feel free to contact me.

Thank you,

Kelly Dillard

To: Kelly comments hed. attracted. S-8-03

HP LASERJET 3200 ADD 24 2003 10:08AM Received Fax 8173362813 P.02/17 ÉAGUE NALL AND PERKINS APR-24-2003 10:11 -that can TOWN OF ADDISON STORM WATER MANAGEMENT PROGRAM SUMMARY AND MASTER TRACKING TABLE Public Education and Outreach on Storm Water Impacts Implementation Responsible **Best Management Practice** Measurable Goal Year Department 1 2 3 4 5 Annual Water Quality Report Provide an annual Water Quality Report Continue to provide an to all Addison water utility/customers that annual water quality report includes a listing of indoor and outdoor Public Works indoorhonger packet Year 1 - Year 5 water conservation ideas(to)be adopted distributed to all constituents. by the public. Building and Plunibing Codes - discharge Continue to enforce Construction techniques required to Development adopted 2000 International Year 1 - Year 5 prevent connections of potentially Services **Residential and Plumbing** hazardous pollutants to storm drains. Codes . 1 Children's Programs Make 2) presentations per Develop and execute programs that year targeting children and Year 3 - Year 5 specifically target children and youth in Public Works youth audiences through awareness and clean-up efforts. the local private school &. Christmas Tree Mulch Program Continue curbside Provide a curbside Christmas Tree pickup Christmas tree pick-up. service after the holidays to convert trees **Public Works** Use converted mulch in Year 1 - Year 5 to mulch. landscaping municipal arounds. **Construction Site Inspector Training** Provide training once every Training for municipal employees to two years for each inspect new development and construction inspector. Development Year 1 - Year 5 redevelopment to ensure proper storm Document attendance at Services water pollution prevention techniques are training. Submit copies of in place on construction sites. training documents with annual TPDES updates. List Inspectors by Title Public Works Inspector Year 224 Asst P.W. Inspector Asst P.W. Inspector public works IV-3

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	TOWN OF ADD NAGEMENT PF STER TRACKIN	ROGRAM SUMMARY AND	This	to may nep
Public Education	and Outreach o	on Storm Water Impacts		
Best Management Practice	Responsible Department	Measurable Goal	Implementation Year 1 2 3 4 5	
Household Hazardous Waste				
Program focused on the education and proper disposal of Household Hazerdous Wastes (HHW). Addison provides phone consultation and will respond to calls for on-site pick-up of HHW.	Public Works	Continue responding to resident calls for HHW pick up. Participate in bi-annual pickup of Household Hazardous Wastes from a central location by Dallas County.		
awn and Garden Activities				
Encourage environmentally friendly landscaping practices including reduced fertilizer/pesticide use, efficient irrigation practices and protection of exposed soils with vegetation.	Parks and Recreation	Advertising on Dallas Area Rapid Transit (DART) buses electronic bulletin board. Continue participation in Earthkind/Texas Superstar Environmental Landscape Management Program. Continue distribution of Texas Smartscape CDs.	Year 1 - Year 5	
Media Coverage				
Use multiple media sources to educate the public about efforts to improve storm water quality. Media sources include Town of Addison website, DART- electronic benner, Town newsletter distributed to all residents and businesses and annual Town calendar.	Visitor Services (Sharn Bell)	Continue using media to advertise storm water pollution elimination efforts and document media coverage used.	Y <b>ear 1 - Y</b> ear 5	
Municipal Employee Training Program		· · · · · · · · · · · · · · · · · · ·		
Develop a training program that includes seminars, in-house training sessions, new employee training, videos, manuals or other means to inform and train municipal employees about methods to prevent and reduce storm water pollution from	Public Works	Organize a list of employee descriptions that will receive training, a training schedule, and select appropriate training materials and methods.	Year 1	
municipal activities.		Conduct training for appropriate employees.	Year 2 - Year 5	

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I Fax : APR 24 2003 10:08AM Fax	Station : KP LAS	ERJET 3200 p. 4			
	ALL AND PERKIN	S 8173	3362813	\$F	P.04∕
STORM WATER MA	TOWN OF ADD NAGEMENT PR STER TRACKIN	OGRAM SUMMARY AND			
Public Education	and Outreach o	n Storm Water Impacts			
Best Management Practice	Responsible Department	Measurable Goal		Year	
NCTCOG Coordination			1 2	3	4
Coordination with North Central Texas Council of Governments (NCTCOG) to provide storm water awareness information to the community. NCTCOG provides information, materials and funding support for programs to increase storm water awareness.	Public Works	Continue attendance at quarterly meetings of the Elm Fork Watershed Focus Group. Document participation in NCTCOG programs and use of NCTCOG materials.	Year	2 - Y	ear 5
Pet Waste Management					
A combination of educational outreach and enforcement procedures to encourage residents to clean up after their pets.	Animal Control, Parks and Recreation	Continue enforcement of the Pooper Scooper ordinance. Document number of citations issued. Continue stocking pet waste cleanup bags in dispensers in all Town parks.	Year	1 - Yi	ear 5
Public Meetings					
Provide estimates of public meetings to inform the community about the Storm Water Management Program and to invite the community to participate in the development and implementation process.	Public Works	public: Information wt Schedule, 1 public meeting each year.	Year	2 - Ye	ear 5
Reforestation Programs				.	
*Regulations to preserve and protect existing trees and require tree mitigation for existing tree removal as outlined in the Town Landscape Regulations.	Development Services Parks and Recreation	Continue to enforce Town landscape regulations requiring tree planting and landscaping standard for new development projects. Continue the annual Arbor Day programs through the Addison Arbor Foundation.	- <b>5</b> Year 1	1 - Ye	ear 5

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APR 24 2003 10:08AM Fex Station : HP LASERJET 3200

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Best Management Practice	Best Management Practice       Responsible Department       Measurable Goal       1         Water Education Moterials       1       2         each starm water pollution materials ted at specific audiences identifying tess of pollution and corrective       Continue distribution of car wash fliers to residents, annual water quality reports with water conservation tips, and Town calendars with storm water pollution prevention Information.       Year         Smartscape Program       Continue distribution of CD free of charge. Document the number of CDs distributed.       Year 1	Nadement Practice Tear							Measurable Goal Year				ion
			1 2	3	4	5							
Putreach storm water poljution materials targeted at specific audiences identifying sources of pollution and corrective activities.	Public Works	wash filers to residents, annual water quality reports with water conservation tips, and Town calendars with storm water pollution prevention	Year t - Year										
exas Smartscape Program				L	Τ	T							
Provide the public with free copies of the Fexas Smartscape CD to promote good andscaping practices.	Public Work's	free of charge. Document the number of CDs	Yea	- 1 -	Yea	r 5							
ash Management				T	Τ	T							
Continue Practices to reduce trash and floating debris in waterways, including wice weekly trash collection, and weekly curbside recycling pick-up,	Public Works	Continue advertising trash pickup. Place annual update of recycling collections in water bills once each year.	Үев	- 1 - '	Yea	r 5							

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# TOWN OF ADDISON STORM WATER MANAGEMENT PROGRAM SUMMARY AND MASTER TRACKING TABLE

HP LASERJET 3200

	Public	: Involvement/P	articipation																	
	Best Management Practice	Best Management Practice Responsible Measurable Goal				Vear														
Ad	lopt-A-Median			1	<u> </u>	3														
р п а fr	Allow opportunities for the public to participate in cleaning up and naintenance of medians in the Quorum area. Beautification efforts reduce erosion rom exposed soil and prevent trash and loatables from reaching area waterways	Parks and Recreation	Continue median beautifcation program by Quorum Association. Document dollars collected for landscaping and total area landscaped annually.	Year 1 - Year 5				Year 1 -			Year 1		Year 1		Year		Year		Yea	
Ch	ildren's Programs	· · · · · · · · · · · · · · · · · · ·	анан алан алан алан алан алан алан алан																	
s	Develop and execute programs that pecifically target children and youth in twareness and clean-up efforts.	Public Works	Make 2 presentations per year targeting children and youth audiences through the local private school.	_4	bar	3-)	fear	r 5												
Ch	ristmas Tree Mulch Program																			
/si	Provide a curbside Christmas Tree pickup ervice after the holidays to convert trees o mulch.	Public Works	Continue curbside Christmas tree pick-up. Use converted mulch th landscaping municipat grounds.	-Year to Year 5				-5												
Ho	uschold Hazardous Waste																			
di pi A ai	Program focused on the education of isposing of HHW properly, and the rograms that dispose of the waste. addison will provides phone consultation nd will respond to calls for on-site pick- p of HHW.	Public Works	Continue responding to resident calls for HHW pick- up. Participate in bi-annual pickup of Household Hazardous Wastes from a central location by Dallas County.	¥(	ear	1 - Y	'ear	<del>6</del> -												

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# **TOWN OF ADDISON** STORM WATER MANAGEMENT PROGRAM SUMMARY AND MASTER TRACKING TABLE

Publi	c Involvement/P	articipation		
Best Management Practice	Responsible Department	Measurable Goal	Implementation Year 1 2 3 4 5	
Lawn and Garden Activities				
Encourage environmentally friendly landscaping practices including reduced fertilizer/pesticide use, efficient irrigation practices and protection of exposed soils with vegetation.	Parks and Recreation	Advertising on Dallas Area Rapid Transit (DART) buses electronic bulletin board. Continue participation in Earthkind/Texas Superstar Environmental Landscape Management Program. Continue distribution of Texas Smartscape CDs.	Year 1 - Year 5	Repeat
NCTCOG Coordination	ع			
Coordination with North Central Texas Council of Governments (NCTCOG) to provide storm water awareness information to the community. NCTCOG provides information, materials and funding support for programs to increase storm water awareness.	Public Works	Continue attendance at quarterly meetings of the Elm Fork Watershed Focus Group. Document participation in NCTCOG programs and use of NCTCOG materials.	Year 1 - Year 5	Pipert
Pet Waste Management				
A combination of educational outreach and enforcement procedures to encourage residents to clean up after their pets.	Animal Control	Continue enforcement of the Pooper Scooper ordinance. Document number of citations issued, Continue stocking pet waste cleanup bags in dispensers in all Town parks.	Year 1 - Year 5	Peppent
Public Meetings				1
Provide a series of public meetings to inform the community about the Storm Water Management Program and to invite the community to participate in the development and implementation process.	Public Works	Schedule 1 public meeting each year.	Year 2 - Year 5	Repeat

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Public	: involvement/P	articipation					
Best Management Practice	Responsible Department	Measurable Goal			Yea	Г	
Jublic Describer Research			1	2	3	4	5
ublic Reporting Program Provide a public reporting/input mechanism for receipt and consideration of information submitted by the public concerning construction site storm water runoff, illicit discharges or illegal dumping.	Visitor Services	Continue to administer the existing public reporting/input program. Document City action taken. Advertise Program in Annual Town Calendar and on Town website.	¥	l 'əar	1 - `	Yea	5
Reforestation Programs							Ī
Regulations to preserve and protect existing trees and require tree mitigation for existing tree removal as outlined in the Town Landscape Regulations.	Parks and Recreation	Continue to enforce Town landscape regulations requiring tree planting and landscaping standard for new development projects. Continue the annual Arbor Day programs through the Addison Arbor Foundation.	Y	ear	1 - 1	(ear	5
Iorm Drain Inlet Stickers Program							
Provide opportunities for volunteers to place polyvinyl stickers on storm drain inlets that warn the public to not dump pollutants into the inlets. Educate constituents about volunteer opportunities.	Public Works	Document number of storm drain inlets marked annually.	Y	ear :	3 - 1	/ear	5
Trash Management	· · · · · · · · · · · · · · · · · · ·						
Practices to reduce trash and floating debris in waterways, including weekly trash collection and recycling program.	Public Works	Continue advertising trash pickup.	Y	ear '	1 - Y	'ear	5

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Best Management Practice	Responsible Department	Measurable Goal	Implementation Year	
Marshan Cinist Instructions			12345	
Dry Weather Field Inspections Develop a plan to inspect storm sewer outfalls during dry weather to detect		Develop dry weather screening procedures and illicit discharge elimination procedures.	Year 1	
pollutant discharges and provide a plan of action for eliminating any such sources of discharge.	Public Works	Visually inspect 25% of the storm drain system outfalls per year. Document findings, suspicious discharges and actions taken.	Year 2 - Year 5	
llicit Discharge Ordinance				
Develop an ordinance to effectively prohibit illicit discharges, including non-		Develop an illicit discharge ordinance.	Year 1	
stormwater discharges and illegal dumping, to the MS4 and provide appropriate enforcement procedures and actions for ordinance violations.	Public Works	Adopt the illicit discharge ordinance.	Year 2	
Public Reporting Program				
Provide a public reporting/input mechanism for receipt and consideration of information submitted by the public concerning construction site storm water runoff, illicit discharges or illegal dumping.	Visitor Services	Continue to administer the existing public reporting/input program. Document City action taken. Advertise Program in Annual Town Calendar and on Town website.	Year 1 - Year 5	Repe
anitary Sewer Operation and Maintenance	e			
Routine inspection and cleaning of sanitary sewer in knowproblem areas to prevent backup and overflow of sanitary sewer into local waterways.	Public Works	Using municipally owned vactor truck, perform routine maintenance of sanitary sewers in known problem areas. Continue complaint-driven cleaning of other sewers as needed. Document calls received, action taken, and total length of line cleaned annually.	Year 1 - Year 5	

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lilicit Disc	harge Detectior	and Elimination													
Best Management Practice	Responsible	Measurable Goal	Implement: Year		•			1 .			Implementa Year				on
	Department		1	2	3	4	5								
Storm Sewer System Map															
		Develop Implementation schedule for mapping.	Year 2												
In coordination with NCTCOG, develop and update a map of the Town of Addison	ation with NCTCOG, develop e a map of the Town of Addison Public Works					3									
storm sewer system to aid in the detection and elimination of illicit discharges.	FUDIC WORS	60% of storm sewer system mapped.		Year 4											
		100% of storm sewer system mapped.	Year 5		5										
TV Inspection of Sanitary Sewer for New	Construction														
Crntinue Requirement for TV Inspections of sanitary sewer lines for all new construction projects.	Public Works	Continue to require TV inspections of all new constructed sanitary sewer. Document number of sites performing TV inspections.	Y	ear '	1 - Y	'ear	5								

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# TOWN OF ADDISON STORM WATER MANAGEMENT PROGRAM SUMMARY AND MASTER TRACKING TABLE

HP LASERJET 3200

Best Management Practice	Responsible Department	Measurable Goal	Implementation Year 1 2 3 4 5	
Provide a curbside Christmas Tree pickup service after the holidays to convert trees to mulch.	Public Works	Continue curbside Christmas tree pick-up. Use converted mulch in landscaping municipal grounds.	Year 1 - Year 5	Ripe
onstruction Site Inspector Training				
Training for municipal employees to inspect new development and redevelopment to ensure proper storm water pollution prevention techniques are in place on construction sites.	Development Services	Provide training once every two years for each construction inspector. Document attendance at training. Submit copies of training documents with annual TPDES updates.	<b>Yea</b> r 1 - Year 5	Ripin
awn and Garden Activities				
Encourage environmentally friendly landscaping practices including reduced fertilizer/pesticide use, efficient irrigation practices and protection of exposed soils with vegetation.	Parks and Recreation	Advertising on Dallas Area Rapid Transit (DART) buses electronic bulletin board. Continue participation in Earthkind/Texas Superstar Environmental Landscape Management Program. Continue distribution of Texas Smartscape CDs.	Year 1 - Year 5	pype
unicipal Employee Training Program				
Develop a training program that includes seminars, in-house training sessions, new- employee training, videos, manuals or other means to inform and train municipal employees about methods to prevent and reduce storm water pollution from	Public Works	Organize a list of employee descriptions that will receive training, a training schedule, and select appropriate training materials and methods.	Year 1	Repr
municipal activities.		Conduct training for appropriate employees.	Year 2 - Year 5	
unicipal Industrial Activities				
Develop a list of all municipally owned or operated industrial activities that are subject to TPDES storm water regulations, if any.	Public Works	Provide information on any municipally owned or operated industrial activities, including Addison Airport, Permit No.	Year 1 - Year 5	

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# TOWN OF ADDISON STORM WATER MANAGEMENT PROGRAM SUMMARY AND MASTER TRACKING TABLE

HP LASERJET 3200

Best Management Practice	Responsible Department	Measurable Goal	Imple	emer Yea		on
Municipal Descriptions Marste Disposed	Department	· · · · · · · · · · · · · · · · · · ·	1 2	3	4	5
Municipal Operations Waste Disposal Develop procedures for the proper disposal of waste removed from the MS4	Public	Develop a list of municipal operations and/or activities that produce wastes and develop proper disposal procedures.		Year	3	<u>]</u>
structural controls or collected as a result of municipal operations and maintenance.	Public Works	Provide in-house training on proper disposal procedures for key personnel responsible for waste removal.	Year	4 - 1	Year	5
Nunicipal Vehicle Fleet Maintenance					L	
Maintenance schedule;alternative fuel vehicles; maintenance practices; employee training.	Building and Public Works Fleet Scruces		Year	1 - 1	(ear	5
Pet Wasic Management						
A combination of educational outreach and enforcement procedures to encourage residents to clean up after their pets.	Animal Control	Continue enforcement of the Pooper Scooper ordinance. Document number of citations issued. Continue stocking pet waste cleanup bags in dispensers in all Town parks.	Year	1 - 1	/ear	5
Street and Parking Lot Sweeping Program	)					
Contract with a street sweeping company to regularly sweep roads and municipal parking lots.	Puttie Bovelopment Services? Worth	Contract with a street sweeping company to sweep arterials twice per month and collectors and municipal parking lots once per month. Schwable?	Year	1 - Y	'ear	5

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Pollution Prevention/G	ood Housekeep	ing for Municipal Operation	ons				
Best Management Practice	Responsible	Measurable Goal	Implement Year			ion	
	Department		1	2		3 4	5
Stockpiled Materials Program							
Develop documentation to ensure proper		Develop document with proper handling procedures		Y	(ez	ar 2	
protection of usable stockpiled materials and/or proper removal and disposal of unusable materials.	Public Works, Parks and Recreation	Catalog stockpiled materials, document erosion control for usable materials,	Year 3 - Yea			Year	• 5
Structural Control Maintenance							
Develop procedures for the maintenance of structural control BMPs used to prevent or reduce pollutant runoff from municipal operations.		Develop a list of maintenance activities, maintenance schedules and long-term inspection procedures for structural control BMPs used, if any, to reduce pollutant discharges from municipal operations.	Year 3		ır 3		
		Initiate structural control maintenance program, if needed.	Year 4 - Year				5

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Construction	n Site Storm Wa	ter Runoff Control	
Best Management Practice	Responsible Department	Measurable Goal	Implementation Year
Construction Erosion & Sediment Contro	ol Ordinance	······································	
A city ordinance requiring the implementation of appropriate erosion and sediment control best management practices as well as enforcement procedures for regulated construction activities.	Public Works	Develop and adopt a construction erosion and sediment control ordinance.	Year 1
Construction Plan Review Checklist			
A construction plan review procedure to evaluate proposed erosion and sediment controls in accordance with the City's construction erosion and sediment control	Public Works	Develop an erosion and sediment control and construction site waste management checklist for construction plan review.	Year 2
ordinance and construction site waste management BMP.	,	Administer the review process for all new regulated construction projects.	Y <b>ear 3</b> - Year 5
Construction Site Inspection and Enforce	ment		
Develop procedures for construction site inspections and enforcement of erosion and sediment control requirements for regulated construction projects.	Public Works	Develop checklist for erosion and sediment control BMP inspection procedures and enforcement actions in accordance with the erosion and sediment control ordinance.	Year 2
		Implement the inspection and enforcement program.	Year 3 - Year 5
Construction Site Waste Management	,		
Requirement that construction site contractors provide for the proper disposal of wastes including discarded building materials, concrete truck washout water, chemicals, litter and sanitary waste at a construction site.	Public Works	Very attens Develop a social attens requiring contractors to use proper proper construction waste disposal procedures and outling enforcement procedures.	Year 2

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# TOWN OF ADDISON STORM WATER MANAGEMENT PROGRAM SUMMARY AND MASTER TRACKING TABLE

HP LASERJET 3200

Construction	n Site Storm Wa	ter Runoff Control		
Best Management Practice	Responsible Dspartment	Measurable Goal	Implementation Year 1 2 3 4 5	
Construction Site Inspector Training	1 			
Training for municipal employees to inspect new development and redevelopment to ensure proper storm water pollution prevention techniques are in place on construction sites.	Development Services	Provide training once every two years for each construction inspector. Document attendance at training. Submit copies of training documents with annual TPDES updates.	Year 1 - Year 5	ŀ
Public Reporting Program				
Provide a public reporting/input mechanism for receipt and consideration of information submitted by the public concerning construction site storm water runoff, illicit discharges or illegal dumping.	Visitor Services	Continue to administer the existing public reporting/input program. Document City action taken. Advertise Program in Annual Town Calendar and on Town website.	Year 1 - Year 5	ŀ
Reforestation Programs				
Regulations to preserve and protect existing trees and require tree mitigation for existing tree removal.	Parks and Recreation	Continue to enforce Town landscape regulations requiring tree planting and landscaping standard for new development projects.	Year 1 - Year 5	ł

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# TOWN OF ADDISON STORM WATER MANAGEMENT PROGRAM SUMMARY AND MASTER TRACKING TABLE

Fax Station : HP LASERJET 3200

Best Management Practice	Responsible Department	Measurable Goal	Impl	levelopment Implementation Year				
	*		1 2	3	4	5	1	
ong-Term BMP Operation and Maintena A requirement that developers of regulated construction projects provide for long-term post-construction operation and maintenance of storm water quality BMPs.		Amend detention ordinance to stipulate long-term operation and maintenance responsibilities. Verify routine maintenance of detention facilities.		_ <b>_</b>	L Year	r 5		
Municipal Operations Waste Disposal		<pre></pre>						
Develop procedures for the proper disposal of waste removed from the MS4	Public Works	Develop a list of municipal operations and/or activities that produce wastes and develop proper disposal procedures.		Year 3 Year 4 - Year 5		 Pipi		
structural controls or collected as a result of municipal operations and maintenance.		Provide in-house training on proper disposal procedures for key personnel responsible for waste removal.	Year			Year 4 - Year 5		Year 4 - Year 5
Municipal Industrial Activities		,		<u> </u>				
Develop a list of all municipally owned or operated industrial activities that are subject to TPDES storm water regulations, if any.	Public Works	Provide information on any municipally owned or operated industrial activities, including Addison Airport, Permit No	Yeat	· † = `	<b>'e</b> ar	5	fip	

IV-21

# TOWN OF ADDISON STORM WATER MANAGEMENT PROGRAM SUMMARY AND MASTER TRACKING TABLE

	Responsible	Imple					on
Best Management Practice	Department	Measurable Goal	1	2	Year 2 3		15
Post-Construction BMP Guidance					Ĺ		Ē
A requirement that developers provide plans to implement post-construction BMPs to prevent or minimize water quality impacts using NCTCOG's current BMP	Putit	Require developers to use NCTCOG BMP manual for guidance in developing plans for permanent post- construction water quality BMPs.		Year 2		2	
manuals. The Town will consider adopting the new NCTCOG Integrated Storm Water Management (ISWM) Manual once it is developed.		Consider adoption of the NCTCOG ISWM Manual as guidance document for post-construction runoff BMPs.	Year 3			3	
		Document use of post- construction BMPs.	Y	ear 4	4 -  ነ	(ear	5
Post-Construction Runoff Ordinance							
Ordinance requiring permanent post- construction storm water runoff controls for regulated new development and redevelopment projects to prevent or minimize water quality impacts.	Public Works	Develop and adopt a post- construction runoff ordinance.		Y	ear(	6)	2
reforestation Programs						,	
Regulations to preserve and protect existing trees and require tree mitigation for existing tree removal as outlined in the Town Landscape Regulations.	Parks and Recreation	Continue to enforce Town landscape regulations requiring tree planting and landscaping standard for new development projects.	Ye	ear 1	1 - Y	'ear :	5

Reput

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# 2<sup>nd</sup> Annual Texas SmartScape<sup>™</sup> Month: Participant's Report March 26, 2003

March is Texas *SmartScape*<sup>™</sup> Month is an initiative of the Storm Water Public Education Task Force under the guidance of the Regional Storm Water Management Coordinating Council. The 2nd Annual *SmartScape*<sup>™</sup> Month drew in more participation this year from 32 cities and other organizations. The media's established interest in SmartScape continued to increase public awareness of the events. A DART light rail and bus advertising opportunity was made possible through the sponsorship of 12 regional entities, which increased the promotion of the new *SmartScape*<sup>™</sup> web site to approximately 6.7 million DART users.

The new *SmartScape*<sup>TM</sup> web site is resulting in an increased public accessibility to the information previously available only via CD-ROM. The web site was made possible through the sponsorship of the following: Dallas Water Utilities, City of Irving, North Texas Municipal Water District, Tarrant Regional Water district, and the Upper Trinity Regional Water District. The new on-line initiative has generated new and timely opportunities to conduct storm water public education. The *SmartScape*<sup>TM</sup> quiz function is being used to gather information on basic public awareness of water issues, and the zip code tracking feature will make it possible for cities to take credit for users accessing this information. The attached information can serve as documentation of a city's participation in this public education initiative. Participation in *SmartScape*<sup>TM</sup> Month is a volunteer effort to disseminate the water conservation and pollution prevention principles of *Texas SmartScape*<sup>TM</sup>. Participants determine their level of involvement and conduct events or activities based on their available resources. NCTCOG provided coordination and support to participants by creating an on-line planning tool kit that included the following:

Contacts for Speakers Event Response Form Event Suggestions Sample Public Service Announcements (both radio and print) & Sample Press Release SmartScape Brochures (color and black & white) & SmartScape Posters Sample SmartScape Month Resolution/ Proclamation Partnership Suggestions Photographs and Graphics Talking Points Tips for writing a press release

The tool kit is accessible on-line at http://www.dfwstormwater.com/SmartScape/ssmonth/march.html NCTCOG also conducted outreach to all major regional media sources by submitting a press release via email and mail (for contacts without email addresses). Events were posted and promoted on-line at <a href="http://www.dfwstormwater.com/SmartScape/index.html">http://www.dfwstormwater.com/SmartScape/index.html</a>. Events were posted and promoted on-line at <a href="http://www.dfwstormwater.com/SmartScape/index.html">http://www.dfwstormwater.com/SmartScape/index.html</a>. Staff also facilitated the DART light rail campaign for sponsors, whose combined total share was \$2,000 with a \$7,300 in-kind contribution from DART. NCTCOG staff also served as a liaison between participants and the media by responding to request from reporters for information and materials related to SmartScape<sup>TM</sup>. Staff also responded to numerous emails and phone calls from citizens.

The following entities participated in this year's effort:

Town of Addison
City of Arlington
City of Carrollton
City of Cleburne
City of Coppell
City of Denison
City of Denton
City of Farmers Branch
City of Flower Mound
City of Fort Worth

City of Frisco City of Garland City of Grapevine City of Haltom City City of Irving City of Keller City of Lewisville City of North Richland Hills City of Plano City of Richardson City of Rowlett City of Sherman City of Southlake Collin County Master Gardeners DART Keep Coppell Beautiful Keep Denison Beautiful Keep North Richland Hills Beautiful Sherwood Forest Neighborhood Assoc. (Irving) Tarrant County Public Health Department Texas Coop. Extension – Denton & Tarrant Counties TxDOT-Fort Worth

#### **Leslie Calderon**

From:	Leslie Calderon
Sent:	Monday, March 03, 2003 4:39 PM
To:	'Heatherm@plano.gov'; 'pbaugh@ci.rowlett.tx.us'; 'THeimbur@dart.org';
	'SWHITEH@dot.state.tx.us'; 'eilschner@cityofkeller.com'; 'ksiddall@ci.irving.tx.us'; 'Karah
	Hosek (E-mail)'; 'jpierce@ci.addison.tx.us'; 'tom_moore@cor.gov'; 'blacka@ci.farmers-
	branch.tx.us'; 'Margies@plano.gov'; Valerie Bradley (E-mail)
Cc:	Keith Kennedy; Derin Warren; Mary Tatum; Karen Leone De Nie
Subject:	DART Light Rail Campaign Underway

#### Dear Sponsors:

I am pleased to announce that because of your sponsorship the DART light rail campaign is now underway. As of Saturday March 1st, the day the new SmartScape Web site was launched, three separate messages are now rotating inside light rail LED displays. In addition, thanks to DART's involvement as one of the sponsors, the campaign was expanded into 606 buses at no additional cost to the rest of the participants. Marketing inside buses alone costs an additional \$6,800. The total advertisement package for this campaign inside light rail and buses would have cost approximately \$8,300. Thanks to DART we saved \$6,800! This means that for your combined \$150 dollar investment, you will now be reaching an estimated audience of 4.7 million North Texans. We have also added your city's logo and Web link to the following page in recognition of your sponsorship: http://www.dfwstormwater.com/SmartScape/index.html

Due to the short time frame to get this campaign underway, staff developed the public awareness messages being used. In the future should similar opportunities arise, the sponsors will be asked to participate in the development process. For your records, I am including those messages at the end of this email. At the end of March we will provide any available documentation on the sucess of this effort, including web user statistics, news articles, etc. Also, in the next couple of days we will mail invoices. If you have any questions, please do not hesitate to contact me.

Sponsors: DART, TxDOT-Fort Worth, Addison, Farmers Branch, Garland, Irving, Keller, Plano, Richardson, Rowlett and Southlake

TEXAS SMARTSCAPE PROMOTION HEADLINE: TXSMARTSCAPE.COM

ROTATION 1: SMARTSCAPE LOGO. DON'T POUR MONEY DOWN THE DRAIN! GROW A BEAUTIFUL YARD USING LESS WATER AND FERTILIZER TO SAVE \$\$. LEARN HOW AT TXSMARTSCAPE.COM

ROTATION 2: SMARTSCAPE LOGO. CHOOSE PLANTS, SHRUBS, AND TREES THAT BEAT THE TEXAS HEAT. SMARTSCAPES USE LESS WATER AND CAN HELP SAVE \$ ON YOUR WATER BILLS. LEARN MORE AT TXSMARTSCAPE.COM

ROTATION 3: SMARTSCAPE LOGO. CONSERVE WATER & SAVE \$\$ ON YOUR WATER BILLS! BEAUTIFY YOUR HOME! USE LESS PESTICIDES AND FERTILIZERS & REDUCE STORM WATER POLLUTION. FIND OUT HOW AT TXSMARTSCAPE.COM

Best regards,

Leslie Calderon

Texas SmartScape - Quiz Participants by City

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March 2003 Version 03/26/2003

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Impact over 1 million Dallas light rail riders a month. Coming and going!

# Get your message on the fast-track with heads-on impact!

Your campaign will be going places, demanding attention from commuters, as well as weekend fun-seekers going to the West End, Dallas Museum of Art, Convention Center, Dallas Zoo and sporting events.

Riders are informed and entertained with a computerized network of LED displays inside light rail trains, broadcasting an upbeat, visual program of NEWS, WEATHER, SPORTS, TRIVIA, BUSINESS, JOBLINE, EVENTS AND SHOWCASED ADVERTISING MESSAGES. While in a captive environment, this hard-to-reach-with-traditional-media audience is compelled to watch and interact so ADVERTISERS' MESSAGES GET NOTICED.

Here's how to break through the clutter and shake up your media mix with maximum exposure. Your 30-second messages will air on all 95 light rail trains and will broadcast at least 3 times an hour, 36 times a day (12 hours a day), DELIVERING OVER 6 MILLION IMPRESSIONS PER MONTH!

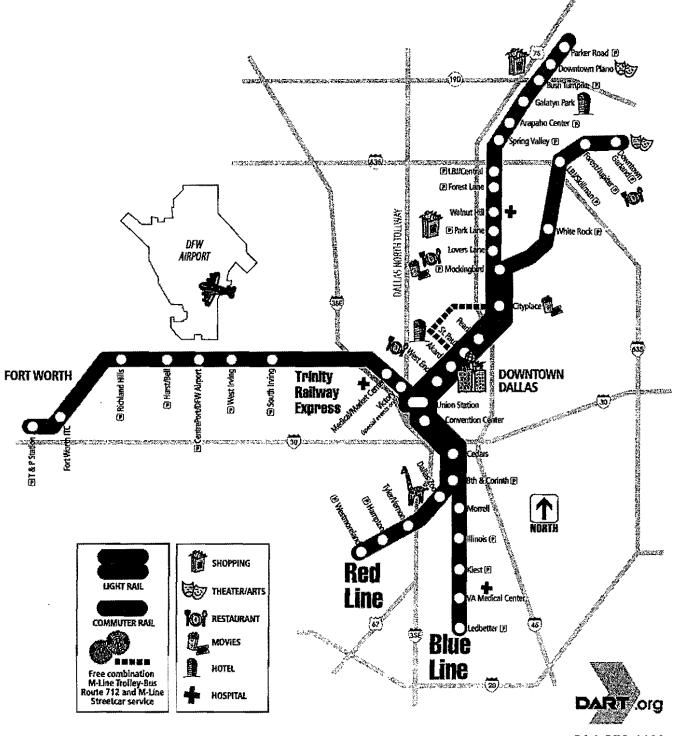
ADVERTISING OPTIONS (NET)			
PACKAGE A	Monday - Sunday	\$3,000 monthly	
PACKAGE B	Monday - Friday	\$2,500 monthly	

Above rates based on 3 months. 6 and 12 month rates also available.

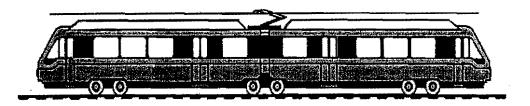
Be street wise and get on board! Call Susan Hassel today The Transit Network 214-969-7200 e-mail: shassel@swbell.net

3102 Maple Avenue Suite 230 Dallas, TX 75201

# Rail System



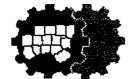
Remember to stop, look and listen around DART trains and buses. 214-979-1111



# DEMOGRAPHICS OF LIGHT RAIL TRAIN COMMUTERS

Gender	Percent	Number	Annual Household Income	Percent	Number
Male	43%	17,200	\$50,000+	24%	9,600
Female	57%	22,800	\$35,000 - \$49,999	45%	18,000
Martini Otatua			\$15,000 - \$34,999	24%	9,600
Martial Status			*Under \$15,000	7%	2,800
Married	36%	14,400	Ethnicity		
Single	64%	25,600			
			Caucasian / White	52%	20,800
Age			African American	33%	13,200
			Hispanic	9%	3,600
18 – 24	18%	7,200	American Indian	2%	800
25 – 34	21%	8,400	Other	2%	800
35 - 44	31%	12,400			
45 – 54	22%	8,800	Occupation		
55+	8%	3,200			
			Professional/Managerial	47%	18,800
Education Level			Sales/Clerical/Service	30%	12,000
			Laborer/Craftsman	6%	2,400
College Graduate	42%	16,800	Student	6%	2,400
Some College	31%	12,400	Homemaker	9%	3,600
High School Graduate	21%	8,400	Retired	2%	800
Less than High School	6%	2,400			

Addison



## **North Central Texas Council of Governments**

# FOR IMMEDIATE RELEASE

CONTACT:

Leslie Calderon, Environmental Planner II, North Central Texas Council of Governments Phone: 817-608-2341; E-mail: lcalderon@nctcog.org

# **Texans Grow a Texas Garden**

Texas SmartScape<sup>™</sup> Goes Online for March is Texas SmartScape<sup>™</sup> Month

Arlington, Tx. (Feb. 19, 2003) – The award winning Texas SmartScape<sup>™</sup> CD goes online March 1 to kick off the second annual Texas SmartScape<sup>™</sup> Month—a celebration of Texans growing Texas gardens.

From a lush cottage garden to a rolling grassy prairie to a verdant woodland haven, the North Central Texas climate accommodates a myriad of plants to create a variety of landscape styles. Using the Texas SmartScape<sup>™</sup> plant palette will not only create a garden to match a person's taste, it will also create a Texas garden...one that will survive the rains of spring, droughts of summer, and cold snaps of winter, while also providing a home for native birds and butterflies.

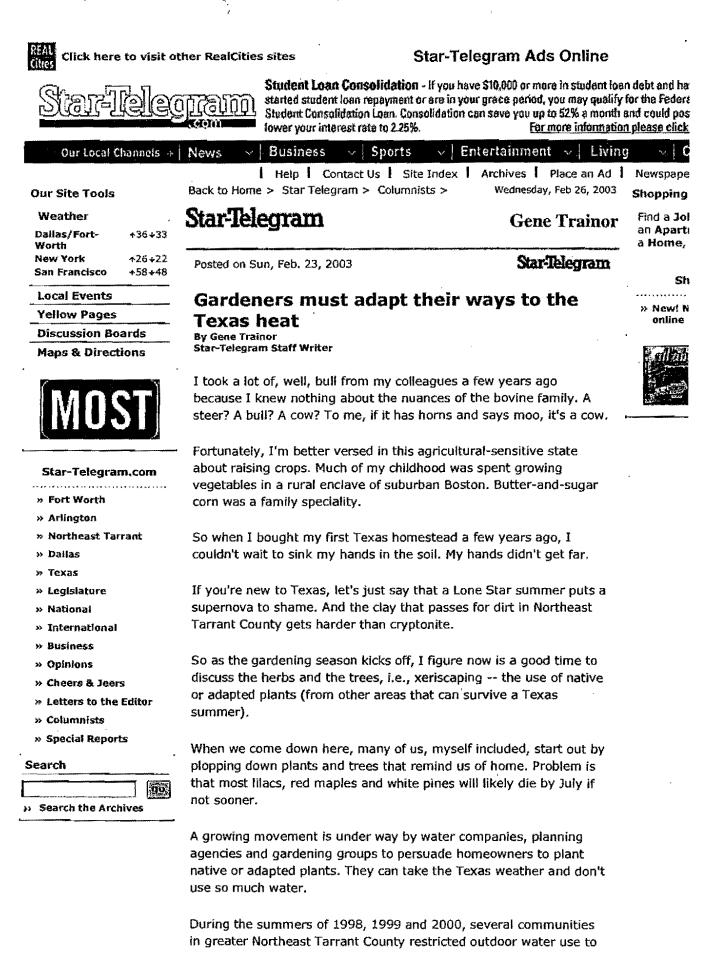
For the past two years, the Texas SmartScape<sup>™</sup> CD helped gardeners use native and adapted plants that require less water, fertilizers, and pesticides to beautify their yards. Soon to be online at **www.txsmartscape.com**, this tool will be available to even more North Central Texas residents. It provides information on gardening techniques and design, as well as a SmartScape database that helps homeowners find the right plant for those trouble spots in their yards.

This year 32 area cities, counties and organizations are joining the North Central Texas Council of Governments in celebrating Texas SmartScape<sup>™</sup> Month in March. For example, several cities and TxDOT-Fort Worth are joining with DART in a month-long campaign educating approximately one million riders about SmartScaping. The following cities, counties and organizations have planned Texas SmartScape<sup>™</sup> Month activities. Contact individual entities for details or go to www.dfwstormwater.com.

City of Addison City of Arlington City of Carrollton City of Cleburne City of Coppell City of Denison City of Denton City of Farmers Branch City of Fort Worth City of Frisco City of Garland City of Grapevine City of Haltom City City of Irving City of Keller City of Keller City of Lewisville City of North Richland Hills City of Plano City of Richardson City of Rowlett City of Sherman City of Southlake Collin County Master Gardeners DART Keep Coppell Beautiful Keep Denison Beautiful Keep North Richland Hills Beautiful Sherwood Forest Neighborhood Assoc. (Irving) Tarrant County Public Health Department Texas Coop. Extension – Denton & Tarrant Counties TxDOT-Fort Worth

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What is the NCTCOG? The North Central Texas Council of Governments (NCTCOG) is a voluntary association of local governments established in 1966 to assist them in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development. NCTCOG's purpose is to strengthen both the individual and collective power of local governments and to help them recognize regional opportunities, eliminate unnecessary duplication, and make joint decisions.



http://www.dfw.com/mld/startelegram/news/columnists/gene\_trainor/5245394.htm

02/26/2003

certain days because there wasn't enough to keep up with demand.	Sell Yoı
Area officials are now talking about building a reservoir near Mount Pleasant in East Texas that could cost \$1.5 billion, said Mike Williams, a spokesman for the Tarrant Regional Water District. And that would mean hefty increases in our water bills, although how much has not been determined, he said.	home For just full real services MLS
The reservoir would not be available until at least 2015 much of the timeline depending on population growth and water consumption, Williams said. The more people conserve water, the longer the reservoir's opening can be delayed, he said.	<u>Real Es</u> Great R. Immedia Free Pre Credit.
"We're trying to create a mind-set or lifestyle that will convince people to use less water," Williams said. "In North Central Texas, landscape irrigation is the largest user of water, and by extension the largest abuser in many cases."	Find Jo JobGus Part-Tin & Seasc at JobG
The Native Plant Society of Texas, Tarrant County Master Gardeners and the North Central Texas Council of Governments have taken up the cause. In fact, next month is SmartScape month. The	todayl
SmartScape campaign, overseen by the council of governments, will set up a Web site on March 1 that will tell you what plants to plant to reduce water and pesticide use. It also will distribute 20,000 CD- ROMs with similar information.	Plano A Find the your dre Plano, M Frisco, I
"There's a very big misconception about what can grow here and what can't," said Leslie Calderon, an environmental planner for the council of governments.	Lewisvi School Moving?
JoAnn Hahn of Fort Worth said about 80 percent of her front yard and most of her back yard outside of a pool area is covered with native or adapted plants. Her landscape will be featured next month on <i>Gardening by the Yard</i> on HGTV.	informat homes s commur more.
Hahn estimates that she spent about \$1,500 since 1995 transforming her city lot. She said she reduces costs by swapping plants with other gardeners.	Μ
She said she has not calculated the savings but noted that the garden saves her a lot of time from lawn care and a lot of money for water, pesticides and fertilizers.	
"The big thing is that I'm not letting all this [fertilizers and pesticides] go down into the city water supply," Hahn said.	
Examples of native gardens can be seen at Green Mamas nursery, 5324 Davis Blvd., North Richland Hills; the North Richland Hills Environmental Building, 7200-C Dick Fisher Drive; and the Richland Hills post office, 3201-A Diana Drive.	
Want to get started now? Members of the plant posse have varying	

opinions about what plants and trees work well in North Texas. But they just about all agree that these are good options. Remember to cover the soil around the plants with mulch to maintain moisture. Wood chips, pine needles or hay will do fine.

Trees: Afghan pine; bald cypress; bur oak; caddo maple; cedar elm; Chinese pistache; chinquapin oak; Eastern red cedar; lacebark elm; pecan; shumard red oak; Texas ash.

Flowers: black-eyed Susan; bluebonnets; coreopsis; day lilly; Gregg's salvia; hardy hibiscus; iris; oxeye daisy; purple coneflower (echinacea); Russian sage; sedum; Texas aster; Texas lantana; Turk's cap; verbena and wild petunia.

Shrubs: althea; American beautyberry; autumn sage; Chinese photinia; crape myrtles; several types of hollies; flameleaf sumac; several types of nandinas; red yucca and Texas sage.

Vines: Boston ivy; Carolina jasmine; coral honeysuckle; cross vine; passion vine; trumpet vine and wisteria.

For information, visit the Native Plant Society at www.npsot.org; Tarrant County Master Gardeners at (817) 884-1944; the council of governments at (817) 640-3300 or visit www.tx.smartscape.com after March 1.

Gene Trainor, (817) 685-3956 gtrainor@star-telegram.com

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# House & Garden digs

02/28/2003

## Smart gardening

March is Texas SmartScape Month, a celebration of gardening and plants that thrive in the North Central Texas climate.

The Texas SmartScape CD will be offered as an interactive Web version beginning Saturday. The CD is a 2-year-old tool that provides information on gardening with native and adapted plants, techniques and a database of plants that fare well here.

Texas SmartScape month is sponsored by the North Central Texas Council of Governments. For more information and to download the CD, see www.tx smartscape.com. For other information, see www.dfw info.com/envir/publicat/news\_room.html.

Connie Dufner

Debut

# **Coffee and cache**

One has to wonder ... just how much more snazzy home retail can the Knox Street shopping district accommodate? Here comes another. Bodum, the second company within the last month to claim Dallas as the first expansion beyond its home turf, opens Wednesday.

The Bodum Cafe & Homestore at 3103 Knox St. is the first U.S. location outside New York for the Danish designer of housewares, including the sleek vacuum coffee brewer pictured above (\$99.95). Store hours are 10 a.m. to 9 p.m. Monday-Saturday and noon to 6 p.m. Sunday. 214-522-0800.

Earlier this month, Design Within Reach opened its first store outside the West Coast on McKinney Avenue near Knox Street.

C.D.

FOR LOCAL NEWS DAILY, THERE IS NO OTHER.

**Times-Review** 

And MONDAY, MARCH 10, 2003

## SmartScape gardening program set for Saturday at 'The Old Blue House'

#### SPECIAL TO THE TIMES-REVIEW

Learning how to use native plants to create a garden which uses less water and fower pesticides and fertilizers and creates a buffet for birds and butterflies is on the agenda for a meeting set for 10 a.m. to 4 p.m. Saturday at The Old Blue House, 807 W. Henderson St.

The program, Texas SmartScape, is being sponsored by Johnson County Master Gardners and the city of Cleburne.

The meeting is free and open to the public.

Activities will include free Angle Oil therapeutic haid mes-

## IOHNSON COUNTY MASTER GARDENERS

sages, demonstrations and tips on using organic mushroom compost which includes free samples and a question and answer session where the public can discuss gardening problems with a master gardener.

Presentations starting at noon include Antique Roses, Hearty Beauties by Gargy Wiley, president of Johnson County Master Gardners, and Cathy Anderson, Johnson and Tarrant Master Gardners; Bringing Butterflies to Your Garden by Ben Cefinger, Johnson County Master Gardner; Drip Irrigation, Save Money and Water, ' Charlie DiBenedetto, Johnson County Master Gardners: and Pirewise Landscaping, Robin Brodsky; Hood County Master Gardners:

There will be drawings for door prizes at 4 p.m.

"Copies of the Texas SmartScape CD fom will be given to anyone interested in creating their own smartscape," Sherrie Chastain said

The program is part of the activities that are connected to the second annual SmartScape

See SCAPE, Page 3

# SCAPE

Month — a celebration of Texans growing Texas gardens.

From a lish cottage garden to a rolling grassy prairie to a verdani woodland haven, the North Central Texas climate accommodates a myr.ad of plants to create a variety of landscape styles. Using the Texas SmartScape plant palette will not only create a garden to match a person's taste, it will also create a Texas garden ... one that will survive the rains of spring, droughts of summer and cold snaps of winter, while also providing a home for native birds and butterflies.

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This year 32 area cities, conties and organizations are joining the North Central Texas Council of Governments in celebrating Texas SmartScape Month in March.

Telephone Sherrie Chastain at 817-641-9933 for information.

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## Department of Environmental Resources

March 2003 HOME

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the Region
conferences,
funding sources,
new resources

#### NCTCOG ER Calendar

Printable InsidER [PDF]

## **Texans Grow A Texas Garden**

#### for SmartScaperm Month



With spring planting season in full

swing, this is a timely opportunity to educate the public on the advantages of using native and adapted plants. North Texans may not be aware that there are over 200 native and adapted plant choices that can help them save money on their water bills, while at the same time beautifying their yards even during the hot and parched Texas summers. Furthermore, they may not be aware that over application of fertilizers and pesticides has a detrimental impact on our local waterways by degrading water quality.

In an effort to educate our residents that they can have a positive impact on their wallets and on local water resources, various local governments

#### *SmartScape*<sup>™</sup> NOW Online

Originally launched in 2001 in CD ROM format, its popularity compelled NCTCOG to search for funding opportunities to launch an Interactive Internet version of SmartScape<sup>™</sup>. Now thanks to the sponsorship of the five major regional water providers-Dallas Water Utilities, City of Irving, North Texas Municipal Water District, Tarrant Regional Water district, and the Upper Trinity Regional Water District—the Web version of SmartScape<sup>™</sup> is now available. Visit www.txsmartscape.com today!

and other organizations around the region are celebrating the 2nd Annual March is *SmartScape*<sup>TM</sup> Month, a volunteer effort to disseminate the water conservation and pollution prevention principles of *Texas SmartScape*<sup>TM</sup>. Participants determine their level of involvement and conduct events or activities based on their available resources.

This year 32 area cities, counties, and organizations are joining the NCTCOG in celebrating *Texas SmartScape™* Month. For example, several cities and TxDOT-Fort Worth are joining with DART in a month-long campaign to educate approximately four million riders

For more information contact <u>Karen Leone de</u> <u>Nie</u> or call (817) 695-9225.

Materials in *InsidER* may be reproduced. NCTCOG would appreciate credit and a copy of the reprint, MAIL TO: NCTCOG, Dept. of Environmental Resources, PO Box 5888, Arlington, TX 76005 about SmartScaping. For more information about local events visit **www.dfwstormwater.com**.

As water conservation and water quality become an increasing priority for Texas due to increasing urbanization, more citizens should be encouraged to use *SmartScape*<sup>™</sup> principles to decrease outdoor water use and polluted runoff. This is an effective opportunity to get these valuables messages out to the public so they can learn how to better their communities by taking action in their own back yards.

For more information contact Leslie Calderon, NCTCOG, at (817) 608-2341 or lcalderon@nctcog.org.

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DFWINFO.COM Legal Disclaimer LAST UPDATED:March 19, 2003 North Central Texas Council of Governments 616 Six Flags Drive P.O. Box 5888 Arlington, TX 7500S-5888 Phone: (817) 695-9210 Fax: (817) 695-9191



#### **Pretreatment Meeting**

Join the Water Quality staff on Wednesday, February 26th at 9:00 a.m. in the meeting room at the Grand Prairie Memorial Library on Conover Street. Special guest speaker, Karen Walker from the Texas **Commission on Environmental** Quality (TCEQ), will discuss the Clean Texas Program and **Pollution Prevention.** Additionally, Environmental Specialist Rachel Stark will be covering the City's draft storm water ordinance. If you and your staff are interested in attending or have any questions, please contact Cindy Mendez at 972-237-8225.

#### Coming Up

March 1:

- -Electronic Filers of the Annual Waste Summary
- -Annual Water Use Report by Water Rights Holders
- -Annual Survey of Recycled-Content Newsprint
- -Air Point Source Emissions Inventory

#### May 5:

-TCEQ Environmental Trade Fair begins in Austin

#### Save Money with SmartScape

The approach of summer and high water bills make this a good time to consider a Smarterscape. An easy-to-use CD-ROM, SmartScape is a landscaping tool and an invaluable resource for businesses and individuals wishing to save money on landscaping through the use of native and adapted plants.

The SmartScape CD contains hundreds of plant suggestions for a variety of needs. Do you need a full sun tree that blooms and grows up to 30 feet? SmartScape will have several native or adapted tree suggestions meeting your landscape needs. Full shade ground cover? Same results - plant suggestions that are adapted to our North Texas climate and subsequently do not

Winter 2003



require as much water, fertilizer, or pesticide as those plants not quite as suitable for our challenging climate.

During the summer up to 60% of a water bill can be attributed to irrigation. However, naturally adapted to Texas' hot climate, native flowers, grasses, trees, and shrubs often require 80% less water than introduced flora. Combined with durability, plants native to North Texas almost eliminate the need for costly pesticides, fertilizers, and frequent irrigation.

The CD is free. You can complete the Texas SmartScape CD Request Form on the City's web page at http://www.gptx.org/envsrvcs/ cdrequestform1.asp and the CD will be mailed directly to you. You can also pick up a copy from 8 a.m. to 5 p.m. at the Environmental Services Department at 201 NW 2<sup>nd</sup> St., Suite 100. Questions? Call 972-237-8055.

## Do You Have a Warrant in Grand Prairie?

Citizens with warrants from the City of Grand Prairie can pay the total amount due on all active warrants and receive a \$75 discount on each charge during the city's warrant amnesty period, March 17, 2003 - April 11, 2003.

Paying warrants in full also enables defendants to clear Class C misdemeanors.

Offer good March 17, 2003 -April 11, 2003 Only

The Grand Prairie Municipal Court is open Monday - Friday, 8 a.m. - 5 p.m.

Fines can be paid using one of the following methods:

- In person at the Grand Prairie Municipal Court, 200 W. Main St. (cash, checks, money orders, Visa and MasterCard accepted)
- By mail:

Make checks and money orders payable to the City of Grand Prairie and mail to: City of Grand Prairie Municipal Court P.O. Box 530990 Grand Prairie, TX 75053

 By telephone: (Visa and MasterCard only) Call 972-237-8615

> For more information call 972-237-8665



## A NOTE ON MOSQUITO CONTROL

As the temperatures warm back up and the spring rains ensure plenty of available water, it's time to think about preventing mosquitoes. The arrival last summer of the West Nile Virus underscores the importance of keeping mosquitos from using our yards and homes for breeding. All mosquitoes need small, stagnant bodies of water to lay eggs, so the best form of prevention is to empty or remove any receptacle that holds water.

- Empty plant saucers and similar
- water-holding containers.
- Dispose of old tires.

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- Refresh bird baths daily.
  - Keep swimming pools at the proper chlorine level.
- Clean clogged roof gutters and drain flat roofs.
- Turn over wading pools and wheelbarrows when not in use.

To help prevent mosquito bites: Stay indoors at dawn, dusk, and early evening.

 Use an insect repellent containing DEET. Children need lower
 DEET concentrations than adults, so read repellent labels and apply carefully.

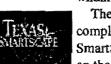
For more information call the Environmental Services Department at 972-237-8055 or visit the city's web site www.gptx.org.

LOOKING TO SAVE MONEY ON LANDSCAPING?

Just in time for the spring planting season, the Environmental Services Department is offering a great resource to Grand Prairie homeowners to help save money by using attractive landscape plants

that need less water, fertilizer, and pesticides. SmartScape was developed to encourage homeowners to plant native and adapted plants.

These plants typically require little or no pesticide or fertilizer to grow and usually require less water to maintain. All this means less money spent



flies, hummingbirds, and other wildlife. ' The CD is free. You can complete the Texas

on your yard while attracting butter-

SmartScape CD Request Form on the city's web page at http:/ /www.gptx.org/envsrvcs/

cdrequestform1.asp and the CD will be mailed directly to you. You can also pick up a copy from 8 to 5 at the Environmental Services Department at 201 NW 2<sup>nd</sup> St., Suite 100. Questions? Call 972-237-8055.

GET A FREE RECYCLING BIN

First come, first served

Saturday March 22, 2003 10 a.m. - 1 p.m.



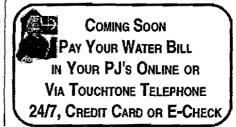
Development Center 206 W. Church St.

Bring your driver's license or water bill.

Supplies are limited. One bin per household

For more information call 972-237-8061.

The Grand Prairie recycling program is changing. Starting in March, you may recycle using an 18 gallon recycling bin and/or blue plastic bags and brown paper sacks. It's your choice! Last year, we recycled 52,653 tons of materials, saving valuable landfill space. If we don't run out, bins will be available at the Development Center Public Works counter beginning Mon., March 24, 8 a.m. - 5 p.m.



Creating Raving Fans by Delivering World Class Service

[	Take	the SmartScape™ (	Quiz (For March 1-31, 2003)
SmartSca		M bookmarks while sup	a random drawing to win a copy of the original Texas oplies last. New questions will be posted every month, so check or per household per month).
	n average, during warm we ater usage?	ather what percent	tage of people's water bill is spent on outdoors
E	5-10%	0%	40-60%
	hat is storm water?		
2. C	A heavy rain event typical of	of Texas weather in th	ne spring.
C dr	Rainfall that flows over our ain system.	yards, streets, alleys,	, parking lots, and buildings and enters the storm
	hen it rains, water runs off ain system where it:	from streets, yard	s, parking lots, and buildings into the storm
0	Goes to a water treatment	plant	
0	Makes concrete bloom		
	Goes straight into local wat	erways without being	treated
	ow is storm water different	from wastewater?	•
4. C	No difference, they are bot	the same.	
D dr	Wastewater is the used wat ains and gets treated in a was		pilets, sinks, household drains, and some industrial cility.
5. H	ow did you find out about !	martScape? (check	k all that apply):
	C city promotion	newspaper	another link Web search
	Other:	en e	]
6. W	here do you plan to use Sn	hartScape? (check a	all that apply):
•	home C	] school [	business
	Other:	······································	
•	Name		
	Email Address		
	City where you live		
	Zipcode		
	will be contacted ONLY if you are se OT be contacting you otherwise. That		

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Take the SmartScape Quiz - March 2003 Answers

1. On average, during warm weather what percentage of people's water bill is spent on outdoors water usage?

5-10% 20% ⇒ 40-60%

#### 2. What is storm water?

A heavy rain event typical of Texas weather in the spring

Rainfall that flows over our yards, streets, alleys, parking lots, and buildings and enters the storm drain system.

## 3. When it rains, water runs off from streets, yards, parking lots, and buildings into the storm drain system where it:

goes to a water treatment plant makes concrete bloom

goes straight into local waterways without being treated

#### 4. How is storm water different from wastewater?

No difference, they are both the same.

Wastewater is the used water that drains from tollets, sinks, household drains, and some industrial drains and gets treated in a wastewater treatment facility.

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ABC	τν	Vicki	Morace	
Academic Planet	1	Glenda	Harder	
Allen American	P	Chuck	Bloom	Editor
Arlington Morning News	P	Bill	Swindell	
Azle News	P	Carla	Stutsman	News Editor
Azle News	P	Bob	Buckel	Editor
Benbrook News - Suburban			1	
Newspapers	P	LynDee	Stephens	Manager/Editor
Benbrook Star	P	Lyndee	Stephens	Reporter
Burleson Star	P	Sally	Ellertson	Editor
Burleson Star	P	Sally	Elertson	Editor
CBS Channel 11	TV	1		
Cedar Creek Pilot	P	Barbara	Gartman	
Cedar Creek Pilot	<i>́</i> Р	Michael	Hannigan	
Celina Record	<u>.</u> P	Dave	Lewis	Editor
Channel 11	i. iv	Michael	Hill	
Chinese Daily News	p	Fuchi	Le	
Cleburne Eagle News	P	Shirley	McKee	Editor
Cleburne Times-Review	P	Rob	Fraser	Editor
Colony Courier-Leader	P	Tom	Beesley	Editor
Combine Communicator	P	Jo Nell	Walden	Editor
Combine Communicator			Skidmore	
Commerce Journal	Р	lonet	Cason	Editor
		Janet	Cason	
Commerical Recorder	P	Genevieve	Dataliff	Editor
Coppell Advocate		Jean	Murph	Editor
Coppell Gazette	P	Shane	Moore	
Coppell Gazette	P P			Editor
	P	Raymond	Holguin	
Corsicana Daily Sun	P	Raymond	Linx	<b>D</b>
Crowley Star		Joy	Prichard	Reporter
D/FW Suburban				
Newspapers, Inc.	P	Rodger	Cramer	Executive Editor
Daily Commerical Record	Р	E.	Cates	Editor
Dallas Business Journal	Р	Glen	Hunter	Editor
Dallas Child/Fort Worth			ļ	
Child	P	Mariana	Greene	Editor
				Richardson Bureau
Dallas Morning News	Р	Karel	Holloway	Editor
Dallas Morning News	P	Thomas	Huang	<b>Texas Living Editor</b>
				Garland Bureau
Dallas Moming News	P	Ray	Leszcynski	Editor
· · · · · · · · · · · · · · · · · · ·				Mesquite Bureau
Dallas Morning News	Ρ	Jenniter	Robles	Editor
Dallas Morning News	P	Tiara	Ellis	Reporter
				Denton County
Dallas Morning News	P	Belinda	Thurston	Bureau Editor
				N Tarrant County
Dallas Morning News	Ρ	Elizabeth	Zavala	Bureau Editor
	L <u></u>			

#### Media List to Texas SmartScape Month Press Release, 2003

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		<u></u>		Arlington Bureau
Dallas Moming News	P	Valerie	Fields-Hill	Assistant Editor
Dallas Morning News	<u> </u>	Cherie	Bell	Reporter
Dallas Morning News	P	lan	McCann	Reporter
				Reporter, Plano
Dallas Moming News	P	Curtis	Howell	Bureau
Dallas Morning News	p	Chris	Kelley	Web site Editor
				House & Garden
Dallas Morning News	P	Connie	Dufner	Editor
		0		Director of
Dallas Morning News	P	Ken	Geiger	Photography
Danas Morning News				Lifestyles Senior
Dallas Morning News	Р	Ellen	Henderson	Editor
Danas Monning News	r	Elise	riciderooti	House & Garden
Dallas Marsing Nows	P	Marie	Anthony	Assistant Editor
Dallas Morning News		IVICITE	Anunony	Phoblant Cultor
Dollas Morning Maus	P	Steve	Scott	Plano Bureau Editor
Dallas Morning News		Steve		Fiano Duleau Cultor
Dellas Marrine Mauro	p	Harriet	Blake	Invine Durenu Editor
Dallas Moming News		namet	Diake	Irving Bureau Editor Fort Worth Bureau
	n	Dee		Chief
Dallas Morning News	P	Dan	Malone	
Dallas Morning News	P	Chris	Buckle	Metro Editor
				Environmental
Dallas Moming News	P	Randy	Loftis	Reporter
Dallas Morning News	P	Maurice	Richter	Staff Writer
Dallas Morning News -				
Metro Desk	P	Sharon	Grigsby	
Dallas Peace Time	P	Cliff	Pearson	
Dallas Post Tribune	P	T.R.	Lee	Editor
Dallas Weekly	Р	Don	Robinson	Editor in Chief
		Mary		
Denton Record Chronicle	P	Elizabeth	McLendon	Editor
El Extra	P	Emmy	Silva	Editor
El Heraldo News	P	Oscar	Garcia	Editor
El Hispano News	P	Fernando	Zapata	Editor
El Informador Hispano	P	Frederick	Garcia	Editor
Ennis Daily News	P	Sarah	Stephens	Editor
Flower Mound Leader	P	Raymond	Holguin	Editor
Forney Messenger	P	Cary	Griffin	Editor
Fort Worth Business Press	P	Bill	Thomas	Editor
Fort Worth City Cable	TV	James	Carter	
Fort Worth City Page	P			
Fort Worth Star Telegram	P	Julie	Heaberlin	Senior Editor
Fort Worth Star Telegram	P	Theresa	Humphrey	Arlington City Editor
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Fort Worth Star Telegram	P	Ernie	Makovy	Deputy Metro Editor
Fort Worth Star Telegram	p	Neil	Sperry	Columnist
Tor Horar Olar Telegidili				Arlington Star-
Fort Marth Char Talagram	P	a materia	1 1 1 1 1 1 1	· · · · · · · · · · · · · · · · · · ·
Fort Worth Star Telegram		Larry	Lutz	Telegram Editor
Fort Worth Star Telegram	<u>P</u>	Paul	Harral	Metro Editor

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Fort Worth Star Telegram	P	Lee	Williams	Metro Editor
Fort Worth Star Telegram	P	Greg	Trainor	Reporter
Fort Worth Star Telegram	P	Kristi	Payne	Editor
Fort Worth Star Telegram	1 <sup>r</sup>	Lois	Norder	Northeast editor
Foit Worth Star Telegram				Editor, NE
Fort Worth Star Telegram	P	Gwin	Grogan	Hometown Star
Fort Worth Star Telegram		John	Gravios	Senior Editor
Fort Worth Star Telegram	IP	Josh	Shaffer	Reporter
Fort Worth Star Telegram	P	Anna	Tinsley	Reporter
	F  P	Rex	Seline	Managing Editor
Fort Worth Star Telegram			Selline	
Fort Worth Star Telegram	Р	Lance	Murray	Dallas Bureau Chief
Fort Worth Star Telegram	P	Ellena	Fortner	Dailao Darcad Offici
Fort Worth Star Telegram	P	Kathy	Vetter	
Foit Wolth Stal Telegram		Thatiy	Velloi	Environmental
Fort Worth Star Telegram	P	Neil	Strassman	Reporter
Folt Worth Star relegiant		Jean	Guassinan	
East Worth Stor Talagram	P	Marie	Brown	Metro Editor
Fort Worth Star Telegram Fort Worth Star Telegram	P	India	DIOWII	Newsroom
Fort Worth Star Telegram	P	John	Kirsch	Reporter
Foit worth Star Telegram				Deputy Managing
East Marth Clar Talagram	P	John	Silva	Editor
Fort Worth Star Telegram Fort Worth Star Telegram -			Silva	
Arlington	P	Jennifer	Autor	
Fort Worth Weekly	<u>r</u>  P	Gayle	Autry Reaves	Editor
For Worn Weekly		Brandon	Todd	
	P	Tom	Beasley	Editor
Frisco Enterprise	<u>r</u>  P	Tom	Beesley	Editor
Frisco Life	P	Emily	Loving	Frisco Reporter
Garland Daily News	P	Ray		Editor
Garland News	P	Chris	Leszcynski	Editor
	P	Dan	McGathey	Editor
Glen Rose Reporter Grand Prairie News	IP		McCarty	Editor
	P	Patrick	Wascovich	
Grapevine Sun		Les	Cockrell	Editor
Greenville Herald Banner	P	Melba	Geyer	Editor
Harte-Hanks		3-9-1		
Communications	P	Tim	Watterson	Editor
Hispanic Business Journal	P	Ruben	Villegas	
Hood County News	P	Roger	Enlow	Editor
Inside Collin County		1		
Business	P	Tom	Koch	
Irving Community Television		<b></b>		
Network	τν	Pat	Nicks	
Irving News-Las Colinas				
News	P	Dan	Koller	
Irving News-Las Colinas				
News	P	Brian	Wilson	
Irving PR	τν	Laurie	Kunke	
Johnson County Star	P	Rob	Fraser	Editor
KAAM -AM	R	L		News Director
Kaufman Herald	P	Les	Linebarger	Editor
Kaufman Herald	P	Lisa	Rainey	Editor

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KCBI-FM	R	L.B.	Lyon	News Director
KDAF Channel 33		Wendy	Logsdon	Program Director
KDFW Channel 4	1	Kingsley	Smith	
KDGE-FM	R	<del>%</del>		News Director
		Christoph		
KDMX-FM	R	er	Hackett	
KEGL-FM	R	Valerie	Deore	
Keller Citizen	P	Roy	Kron	Editor
Keller Citizen	P	Suzanne	Sprague	Reporter
KEMM-AM	R	Don	Ledbetter	News Director
KEMM-FM	R	Jack	Russell	News Director
Keom - FM 88.5	R	James	Griffin	
KEOM-FM 88.5	R	Dr. James	Griffin	
KERA/KDTN	R	Bill	Zeeble	News Reporter
KERA-FM	R	Yolette	Garcia	
KESS-AM/KDXX-FM	R			News Director
KHKS-FM	R			News Director
KKDA-FM	1R	lola	Johnson	News Director
KKZN-FM	- <u>-</u> <u>-</u>	-		News Director
KLIF-AM	R	Chuck	Schechner	
KMKI Radio Disney	IR	Heidi	Sather	
KNUV-TV Channel 23	i: TV	Martha	Kattan	
KOAI-FM	R	Chuck	Schechner	News Director
KPLX-FM	<u> </u>		<u>oonconner</u>	News Director
KRLD-AM		Jack	Hines	
KSCS-FM	R	Vaux		News Director
KTCU-FM	R		1	News Director
KTVT Channel 11	ŤV	Sarah	Dodd	
KTVT Channel 11		Linda	Levy	
KVIL-FM	R	Ron	Chapman	
KXAS Channel 5				Assignment Editor
KXAS-TV		Clint	Bond	Assignment Editor
KYNG-FM	R			News Director
KZPS-FM	R	Mary	Young	
La Fuente		Erika	Sanchez	
Lakeshore Times	P		Sorter	
Lakeshole Times		Dave	Surter	· · ·
Las Colinas Business News	Р	Linda	Stoehr	- -
Los Colinos Dusia No	D	A man	Horizon	
Las Colinas Business News		Aday	Harrison	
Lewisville Leader	P		Holguin	Editor
Lewisville Leader	P	Dawn	Cobb	Managing Editor
Lewisville News	P	Dawn	Cobb	Managing Editor
Mabank Monitor	P	Kerry	Yancey	
Mansfield News-Mirror	P	Rick	Smith	 
McKinney Courier/Gazette	P	Jim	Robertson	Editor
McKinney Messenger	P		Ball	Editor
Mesquite News	P	Dave	Sorter	Editor
Metrocrest News	Р	Jack	Dicoskey	
Metrocrest News	Р	Dan	Aakin	
Mineral Wells Index	P	Mel	Rhodes	Editor

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Monitor	P	Kerry	Yancey	Editor
Monitor	Р	Charlotte	Whitaker	Publisher
NBC 5	тv	David	Finfrock	Chief Meteorologist
NCTCOG		Lucille	Johnson	
Paragon Cable News	TV	Kaye	Holloway	
Paragon Cable News	тv	Marla	Watson	Producer - News 15
Plano Star Courier	P	Rodger	Cramer	Editor
Radio Unica	R	Alma	Sommerfeld	
Rockwall Texas Success	Р	Dorothy	Harris	Editor
Rowlett Lakeshore Times	P	Dave	Sorter	Editor
Southlake Times	P	Raymond	Holguin	Editor
Stephenville Empire Tribune	P	Gene	Deason	Editor
Suburbia News (Seagoville)	P			Editor
Terrell Tribune	Р	Michael	Gresham	Publisher
Terrell Tribune	P	Bill	Jordan	Editor
Ticket Sportsradio 1310	R	Jeff	Catlin	
TXCN - Texas Cable News	ТV	Bob	Morrison	
Utilities Public				
Communications	Р	Kiersten	Dieterle	
Wall Street Journal, Texas				
Edition	P	Karen	Blumenthal	Bureau Chief
Waxahachie Daily Light	Р	Neal	White	Editor
WBAP-AM	R	Rick	Hadley	News Director
Weatherford Democrat	Р	Caroline	Gould	Managing Editor
WFAA and TXCN	TV	Judy	Howard	
			F	Weekday
WFAA Channel 8		Tina	Foster	Assignments Editor
WFAA Channel 8	TV	Barbara	Griffith	Bureau Chief
				Environmental
WFAA Channel 8	<u>TV</u>	Don	Wall	Reporter
WFAA Channel 8	TV	Vince	Patton	
Wise County Messenger	P	Skip	Nichols	Editor
WRR-FM	R	]	L	News Director

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From:	Leslie Calderon [Icalderon@nctcog.org]
Sent:	Monday, March 03, 2003 4:39 PM
To:	'Heatherm@plano.gov'; 'pbaugh@ci.rowlett.tx.us'; 'THeimbur@dart.org';
	'SWHITEH@dot.state.tx.us'; 'eilschner@cityofkeller.com'; 'ksiddall@ci.irving.tx.us'; 'Karah
	Hosek (E-mail)'; 'jpierce@ci.addison.tx.us'; 'tom_moore@cor.gov'; 'blacka@ci.farmers-
	branch.tx.us'; 'Margies@plano.gov'; Valerie Bradley (E-mail)
Cc:	Keith Kennedy; Derin Warren; Mary Tatum; Karen Leone De Nie
Subject:	DART Light Rail Campaign Underway

#### Dear Sponsors:

I am pleased to announce that because of your sponsorship the DART light rail campaign is now underway. As of Saturday March 1st, the day the new SmartScape Web site was launched, three separate messages are now rotating inside light rail LED displays. In addition, thanks to DART's involvement as one of the sponsors, the campaign was expanded into 606 buses at no additional cost to the rest of the participants. Marketing inside buses alone costs an additional \$6,800. The total advertisement package for this campaign inside light rail and buses would have cost approximately \$8,300. Thanks to DART we saved \$6,800! This means that for your combined \$150 dollar investment, you will now be reaching an estimated audience of 4.7 million North Texans. We have also added your city's logo and Web link to the following page in recognition of your sponsorship: http://www.dfwstormwater.com/SmartScape/index.html

Due to the short time frame to get this campaign underway, staff developed the public awareness messages being used. In the future should similar opportunities arise, the sponsors will be asked to participate in the development process. For your records, I am including those messages at the end of this email. At the end of March we will provide any available documentation on the sucess of this effort, including web user statistics, news articles, etc. Also, in the next couple of days we will mail invoices. If you have any questions, please do not hesitate to contact me.

#### Sponsors:

DART, TxDOT-Fort Worth, Addison, Farmers Branch, Garland, Irving, Keller, Plano, Richardson, Rowlett and Southlake

TEXAS SMARTSCAPE PROMOTION HEADLINE: TXSMARTSCAPE.COM

ROTATION 1: SMARTSCAPE LOGO. DON'T POUR MONEY DOWN THE DRAIN! GROW A BEAUTIFUL YARD USING LESS WATER AND FERTILIZER TO SAVE \$\$. LEARN HOW AT TXSMARTSCAPE.COM

ROTATION 2: SMARTSCAPE LOGO. CHOOSE PLANTS, SHRUBS, AND TREES THAT BEAT THE TEXAS HEAT. SMARTSCAPES USE LESS WATER AND CAN HELP SAVE \$ ON YOUR WATER BILLS. LEARN MORE AT TXSMARTSCAPE.COM

ROTATION 3: SMARTSCAPE LOGO. CONSERVE WATER & SAVE \$\$ ON YOUR WATER BILLS! BEAUTIFY YOUR HOME! USE LESS PESTICIDES AND FERTILIZERS & REDUCE STORM WATER POLLUTION. FIND OUT HOW AT TXSMARTSCAPE.COM

Best regards,

Leslie Calderon

Phase II - Stormwater Myt Plan 3-18-03 We ned something to target Children Bi Lingual people Public Works AA who does public call for Storm water Violations. \* Documit # of callo Put in our water Quality report that goes \* April 23rd Tom meeting

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS P.O. BOX 5888 ARLINGTON, TEXAS 76005-5888

BILL TO: TOWN OF ADDISON P.O. BOX 9010 ATTN: JIM PIERCE ADDISON, TX 75001-9010 
 DADDI

 INVOICE NUMBER:
 46098

 INVOICE DATE:
 02/28/2003

 DUE DATE:
 03/31/2003

PO Number	Terms	Project Code	
	Net 30	673.03.0.63.4642	
Description	Attendants	Total Amount Due	
SmartScapePublicEd	ucation	\$150.00	

MAKE CHECK PAYABLE TO: NCTCOG

mail to: NCTCOG ATTN: ACCOUNTS RECEIVABLE P.O. BOX 5888 ARLINGTON, TX 76005-5888

> For inquiries contact Administration at (817) 695-9130. Please remit yellow copy of invoice with payment and reference invoice number on check stub. If your agency is tax exempt, please fax your exemption certificate to (817) 640-7806 Attn: Accounts Receivable.

Approved fr porgrat 3-17-03 Juliu

LINK TO

From:	Leslie Calderon [Icalderon@nctcog.org]
Sent:	Monday, March 03, 2003 4:39 PM
То:	'Heatherm@plano.gov'; 'pbaugh@ci.rowlett.tx.us'; 'THeimbur@dart.org';
	'SWHITEH@dot.state.tx.us'; 'eilschner@cityofkeller.com'; 'ksiddall@ci.irving.tx.us'; 'Karah
	Hosek (E-mail)'; 'jpierce@ci.addison.tx.us'; 'tom_moore@cor.gov'; 'blacka@ci.farmers-
	branch.tx.us'; 'Margies@plano.gov'; Valerie Bradley (E-mail)
Cc:	Keith Kennedy; Derin Warren; Mary Tatum; Karen Leone De Nie
Subject:	DART Light Rail Campaign Underway

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DART, TxDOT-Fort Worth, Addison, Farmers Branch, Gafland, Irving, Keller, Plano, Richardson, Rowlett and Southlake

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ROTATION 1: SMARTSCAPE LOGO. DON'T POUR MONEY DOWN THE DRAIN! GROW A BEAUTIFUL YARD USING LESS WATER AND FERTILIZER TO SAVE \$\$. LEARN HOW AT TXSMARTSCAPE.COM

ROTATION 2: SMARTSCAPE LOGO, CHOOSE PLANTS, SHRUBS, AND TREES THAT BEAT THE TEXAS HEAT. SMARTSCAPES USE LESS WATER AND CAN HELP SAVE \$ ON YOUR WATER BILLS. LEARN MORE AT TXSMARTSCAPE.COM

ROTATION 3: SMARTSCAPE LOGO. CONSERVE WATER & SAVE \$\$ ON YOUR WATER BILLS! BEAUTIFY YOUR HOME! USE LESS PESTICIDES AND FERTILIZERS & REDUCE STORM WATER POLLUTION. FIND OUT HOW AT TXSMARTSCAPE.COM

Best regards,

Leslie Calderon

From:	Leslie Calderon [lcalderon@nctcog.org]
Sent:	Tuesday, February 18, 2003 9:54 AM
То:	'wrights@ci.farmers-branch.tx.us'; 'elise.dixon@cor.gov'; 'fverhale@pbw.ci.dallas.tx.us'; 'pbaugh@ci.rowlett.tx.us'; Sophia Iliadou Harvey (E-mail); 'jpierce@ci.addison.tx.us'
Cc:	Keith Kennedy; Mary Tatum; Derin Warren
Subject:	DART Public Campaign Opportunity

Dear Storm Water Program Participants and DART Members:

Last week we were offered an opportunity to conduct a public education campaign inside the DART light-rail system. The campaign would focus on water pollution prevention and water conservation messages of SmartScape, and it would also promote the new SmartScape Website to approximately 1 Million viewers during the entire month of March. The proposed campaign would be conducted throughout "March is SmartScape Month", seven days a week, with SmartScape messages appearing in the LED displays inside light-rail every 18 minutes. The cost for this campaign would be \$2,500 and NCTCOG is already putting in \$1,000 to help fund this effort. However we are still looking for additional support from the storm water cities, in particular DART members willing to put \$150 each, which is cheaper than doing a utility bill insert or printing brochures! I already have a commitment from Garland, Irving, Plano and non-DART members Keller and TxDot Fort Worth. I just need five more cities willing to put in \$150 each to fund this campaign. In return for an investment of \$150 you will be able to take credit for participating in this campaign that will reach an estimated 1 Million people and count it towards your storm water public education requirements. We will also put your city's logo on the new Website to give you further credit for supporting this public education effort. I need commitments by Thursday, Feb. 20th or earlier if at all possible or we will not be able to take advantage of this great opportunity. If you have any questions, please don't hesitate to contact me. Thank you, Leslie Calderon NCTCOG Environmental Resources

(817) 608-2341

(817) 695-9191 (fax)

http://www.dfwstormwater.com

From:	Jim Pierce
Sent:	Wednesday, November 13, 2002 5:17 PM
To:	'Mark Holliday'
Subject	RE: TPDES

Mark: How would Wed. 11/20 work for a meeting. I am open all day at the moment. Jim.

-----Original Message-----From: Mark Holliday [mailto:mholliday@tnp-online.com] Sent: Wednesday, November 06, 2002 7:51 AM To: 'jpierce@ci.addison.tx.us' Subject: TPDES

Good morning Jim.

I just wanted to follow up and see if you have any questions or comments on the BMP Inventory I provided. We would like to come meet with you to go over any responses you may be getting, or to just go over the whole process of the inventory and beginning our permit preparation. Sometime early next week would be ideal, so just let me know what works for you.

Two of us went to the TCEQ public meeting last week. There was an informal question/answer period where we could ask questions about the draft permit and receive a response from a panel of TCEQ representatives. Then they held a videotaped comment period where individuals could present arguments or comments about changes to the draft permit. They videotaped this segment so the TCEQ could evaluate possible changes to the draft and formally respond to individuals in writing.

The only information handed out in the hearing was the draft permit and fact sheets, so there was nothing really new. The audience raised some good points, most of them specific to individual cities, counties or institutions. I did raise a question about existing BMPs that cities are already performing. The draft permit states that any BMPs initiated within the past three years prior to permit issuance may be applied to the first year of compliance. TCEQ assured us that cities that have already initiated BMPs and intend to continue performing those BMPs can apply those activities beyond the first year under "continued activities".

Thanks for taking the time to work us into your schedule. I look forward to hearing from you. Thanks,

Mark

Mark Holliday, P.E. Teague Nall and Perkins, Inc. mholliday@tnp-online.com Ph: (817) 336-5773

		letter of	TRANSMITTAL	
ADDISÓN		ATE 11-20-02 ITENTION	JOB NO.	
Public Works / Engineering 16801 Westgrove • P.O. Box 9010 Addison, Texos 75001 Telephone: (972) 450-2871 • Fax: (9	72] 450-2837	Phase II S for TDA	Hormwater farmit	
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#### **RESOLUTION NO. R02-092**

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN THE AMOUNT OF \$17,750.00 WITH TEAGUE NALL AND PERKINS FOR PREPARATION OF A STORM WATER MANAGEMENT PLAN AND FILING FOR A TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES) PERMIT.

WHEREAS, final Phase II Storm Water Rule was established by EPA as part of the Clean Water Act; and,

WHEREAS, the rules require small cities and towns to file for a permit to discharge storm water runoff; and,

WHEREAS, such rules are intended to improve the quality of storm water runoff and overall stream water quality; and,

WHEREAS, guidelines for the Phase II Storm Water Regulations state that each affected party must develop and implement Best Management Practices (BMPs) in several categories; and,

WHEREAS, a Storm Water Management Plan must be developed that will comply with the rules that are enacted by EPA and enforced by the Texas Commission on Environmental Quality (TCEQ), formerly TNRCC; and,

WHEREAS, implementation of a Storm Water Management Plan must begin in March 2003 and full implementation must be completed by 2008; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS: THAT, the City Council does hereby authorize the City Manager to enter into a contract in the amount of \$17,750.00 with Teague Nall and Perkins for preparation of a Storm Water Management Plan and filing for a Texas Pollution Discharge Elimination System (TPDES) permit.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 22<sup>nd</sup> day of October 2002.

	RR	
ATTEST:	Mayor	
( Where in		

City Secretary

		an dette	TRANSMITTAL
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ADDISON		ATTENTION	
Public Works / Engineering 16801 Westgrove • P.O. Box 9010 Addison, Texas 75001		RE: Storm 4	later Permit
Telephone: [972] 450-2871 • Fax: (9	72) 450-2837		
To Mark Hor Teague, Nat	liday 1 & Perkins		
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If enclosures are not as noted, please houry us at once.

TEAGUE NALL AND PERKINS, INC. Consulting Engineer 1100 Macon Street FORT WORTH, TEXAS 76102			TRANSMITTAL
FORT WORTH	1, TEXAS 76102	DATE 10-28-02 ATTENTION JAMES	
(817) 3	36-5773	RE: TPDES PHASE I	I STORM WATER PERMIT
TO TOWN OF ADDIS			
ADDISON, TX 7			
WE ARE SENDING YOU	Attached 🔲 Under separat	e cover via	the following items:
Shop drawings	Prints 🗌 Plans	Samples	Specifications
Copy of letter	Change Order 🛛 CONTRACT		
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## AUTHORIZATION FOR PROFESSIONAL SERVICES

**TPDES Phase II Storm Water Permit Preparation** Town of Addison, Texas

TNP PROJECT NUMBER: ADD02212

CITY: ADDRESS: Town of Addison 16801 Westgrove Drive P.O. Box 9010 Addison, TX 75001

hereby requests and authorizes Teague Nall and Perkins, Inc., a Texas corporation, (ENGINEER) to perform the following services:

**SCOPE:** Provide professional engineering and planning services related to preparation of a Storm Water Management Plan (SWMP) as required by the Texas Pollution Discharge Elimination System (TPDES) Phase II regulations. The SWMP preparation will generally consist of compiling data related to existing pollution prevention activities and identifying additional necessary activities. The scope of work is more fully detailed in the attached Exhibit A.

COMPENSATION to be made on the basis of the following:

1. BASIC SERVICES: The Town of Addison, Texas (CITY) agrees to pay the ENGINEER:

Storm Water Management Plan Preparation Fixed Fee \$17,750

for services rendered for **BASIC SERVICES** as summarized above and itemized specifically in Exhibit A, attached. **BASIC SERVICES** shall be billed monthly based on the ENGINEER's estimate of the percentage of work completed.

- SPECIAL SERVICES: SPECIAL SERVICES shall be any service provided by the ENGINEER for which ENGINEER has received the prior written approval of the CITY which is not specifically included in BASIC SERVICES as defined above. SPECIAL SERVICES shall include, but shall not be limited to:
  - a) Preparation of City ordinance documents that may be part of the SWMP implementation schedule.

м ж<sup>1</sup>

- b) property research and surveying for easements, right-of-ways or plats,
- c) preparation of real property transfer documents, exhibits or plats,
- d) participation in real property acquisition,
- e) trips and meetings beyond a 50-mile radius of Addison,
- f) subcontractors, photocopies, plan & document reproduction, & courier charges,
- g) mapping of drainage system facilities.

1100 MACON STREET FORT WORTH, TEXAS 76102 (817) 336-5773 FAX (817) 336-2813 SPECIAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates as listed in Attachment A, or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items. ENGINEER shall not be entitled to compensation, payment or reimbursement of any kind for any SPECIAL SERVICES provided by ENGINEER without the prior written approval of the CITY.

SCHEDULE: ENGINEER shall commence the performance of the Basic Services upon the signing of this Agreement by the TOWN and the ENGINEER. Engineer shall complete various parts of the Basic Services in accordance with the following schedule:

Complete Draft SWMP (pending Texas	Dec. 2002			
Commission on Environmental Quality (TCEQ) rules)				
TCEQ General Permit (by TCEQ)	Dec. 2002			
Revise SWMP	Jan. 2003			
Public Meeting (City Council)	Feb. 2003			
Submit NOI and SWMP	Mar. 2003			

**PROJECT LOCATION:** The project location encompasses the entire Town of Addison, Texas.

Please execute and return a signed copy, which will serve as our Authorization to Proceed. This Authorization for Professional Services is sometimes referred to herein as the "Authorization" or the "Agreement". The Provisions attached hereto are a part of this Agreement and are incorporated herein and made a part hereof for all purposes.

Approved by TOWN: Town of Addison

By:

-ity Manager Title:

Data <sup>,</sup>	10-	30-0	2
Date:	60-	10	d-

Accepted by ENGINEER: Teague Nall and Perkins, Inc.

nd Holliday oct Manager By:

Title:

10-28-02 Date:

#### 1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.

#### 2. LABOR COSTS

ENGINEER's Labor Costs shall be the amount of salaries paid ENGINEER's employees for work performed on CITY'S Project plus a stipulated percentage of such salaries to cover all overhead, payroll-related taxes, payments, premiums, and benefits.

#### 3. DIRECT EXPENSES

ENGINEER's Direct Expenses shall be those costs incurred on or directly for the CITY's Project, including but not limited to necessary transportation costs including mileage at ENGINEER's current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by ENGINEER.

#### 4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CITY, an additional amount shall be added to the cost of these services for ENGINEER's administrative costs, as provided herein; provided, however, that the amount of the fixed fee for Basic Services set forth in this Agreement includes outside services, if any, so that no additional amount for outside services shall be charged to the CITY for the provision of the Basic Services.

#### 5. ENGINEER'S OPINION OF PROBABLE COST

Any opinions of probable cost provided by ENGINEER will be on the basis of experience and judgment, but since it has no control over market conditions or bidding procedures, ENGINEER cannot warrant that bids or ultimate construction costs will not vary from these opinions of probable cost.

#### 6. REPRESENTATIONS; PROFESSIONAL STANDARDS

ENGINEER represents and warrants that it is authorized to practice engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice engineering and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Notwithstanding anything herein to the contrary, ENGINEER and CITY agree and acknowledge that CITY is entering into this Agreement in reliance on ENGINEER's professional abilities with respect to performing the Services set forth herein. ENGINEER agrees to use its professional skill, judgment and abilities in the performance of its services hereunder, and ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CITY's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. ENGINEER shall perform its services in accordance with all laws, regulations, and rules and in accordance with the standard of care set forth herein. Without in any way limiting the foregoing or any other provision of this Agreement, ENGINEER shall be liable to the CITY for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by or resulting from any negligent, grossly negligent, or intentionally wrongful errors, acts or omissions of ENGINEER, or ENGINEER's directors, partners, officers, employees, agents, contractors, subcontractors, or any person or entity for whom ENGINEER is legally liable, in the provision of its services under this Agreement, and for other breaches by ENGINEER to the extent ENGINEER is negligent, grossly negligent, reckless, or intentionally wrongful in its performance of professional services under this Agreement. ENGINEER makes no other warranty, expressed or implied.

#### 7. TERMINATION

8.

Either CITY or ENGINEER may terminate this authorization by giving 30 days written notice to the other party. ENGINEER shall cease all work and labor being performed under this Agreement immediately upon receipt of the notice of termination. In such event CITY shall forthwith pay ENGINEER in full for all work previously authorized and properly performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization, except as otherwise provided for herein. In the event of any termination and upon payment to ENGINEER for the work properly performed by ENGINEER, ENGINEER shall deliver to the CITY all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by or for ENGINEER in connection with this agreement and authorization, its services, and the Project.

In the event of termination, the parties shall have their remedies at law, in equity, or otherwise as to any rights and obligations between them.

All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating responsibility or liability between ENGINEER and CITY shall survive the cancellation, expiration or termination of this Agreement. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this agreement shall survive the cancellation, expiration or termination of this Agreement.

#### VENUE; APPLICATION OF LAW; DISPUTE RESOLUTION

In the event of any action under this agreement and authorization, venue for all causes of action shall be instituted and maintained in Dallas County, Texas (state court) or in the northern district of Texas (federal court), as the case may be. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement.

In an effort to resolve claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof, the parties agree that all claims, disputes, or other matters in question shall be submitted to nonbinding mediation as a first step in seeking a resolution of the same.

The dispute shall be mediated by a mutually acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them requesting mediation. The disputing parties shall share the costs of the mediation equally. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. By mutual agreement, the parties may use a nonbinding form of dispute resolution other than mediation. Any nonbinding dispute resolution process conducted under this Agreement shall be confidential within the meaning of Sections 154.053 and 154.073 of the Texas Civil Practice and Remedies Code, as amended, and any successor statute thereto. If neither a negotiated settlement or mediated resolution is obtained within the time periods provided by this Article, the parties may pursue any available legat or equitable remedy.

Any request for mediation or another form of nonbinding dispute resolution shall be filed in writing with the other party within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation or other form of nonbinding dispute resolution be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

#### 9. LEGAL EXPENSES

In the event legal action is brought by CITY or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

#### 10. PAYMENT TO ENGINEER

Monthly invoices will be issued by ENGINEER for all work performed under the terms of this Agreement. Invoices for work properly performed by ENGINEER are due and payable within thirty (30) days of receipt. Each invoice shall be in form and substance satisfactory to CITY. All invoices or billing statements shall include a statement of services rendered and the amount owed in connection therewith, an itemized statement of reimbursable costs and expenses incurred (if any or if authorized), and the sum of all prior payments for the services set forth herein. The cumulative amounts of progress payments for the services shall not exceed the fixed fee (\$17,750.00) for the Basic Services as described herein, unless otherwise approved in writing by CITY. ENGINEER shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any termination or expiration of this Agreement.

Notwithstanding any other provision of this Agreement or the Work Order, CITY shall not be obligated to make payment to ENGINEER hereunder if:

- ENGINEER is in default of any of its obligations under this Agreement, the Work Order, or any other documents in connection with the Services (and payment may be withheld to the extent of any such default);
- Any part of such payment is attributable to any services of ENGINEER which are not performed in accordance with this Agreement;
- ENGINEER has failed to make payment promptly to consultants or other third parties used by ENGINEER in connection with ENGINEER's services hereunder for which the CITY has made payment to ENGINEER; or
- If the CITY, in its good faith judgment and after consultation with ENGINEER, determines that the portion of the compensation then remaining

unpaid will not be sufficient to complete the Services hereunder, no additional payments will be due ENGINEER hereunder unless and until ENGINEER performs a sufficient portion of the Services so that such portion of the compensation remaining unpaid is determined by CITY to be sufficient to complete the Services.

#### 11. INSURANCE; INDEMNITY

A. In connection with this Agreement, ENGINEER shall provide and maintain in full force and effect the following insurance:

(i) Workers' compensation and employer's liability insurance for the protection of ENGINEER's employees, to the extent required by the law of the State of Texas;

(ii) Commercial general liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broadform property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);

(iii) Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and

(iv) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and aggregate. This coverage must be maintained for at least two (2) years after the project contemplated herein is completed. If coverage is written on a claimsmade basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to CITY, (b) except for professional liability insurance, shall name (by endorsement) the Town of Addison, Texas, its officials, officers, employees and agents as an additional insured or loss payee, as the case may be, (c) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (d) contain a walver of subrogation endorsement in favor of the Town of Addison, Texas, and (e) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation, non-renewal or material modification which affects this Agreement. Certificates of insurance (together with the declaration page of such policies, along with the endorsement naming the Town of Addison, Texas as an additional insured or loss payee, as the case may be), satisfactory to CITY, evidencing all coverage above, shall be promptly delivered to Town and updated as may be appropriate, with complete copies of such policies furnished to the CITY upon request. The CITY reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the CITY.

In connection with this Agreement and В. authorization and the provision of services, ENGINEER agrees to and shall indemnify the Town of Addison, Texas, its officials, officers, agents and employees (together, for purposes of this paragraph, "Indemnified Persons") against, and hold the the Indemnified Persons harmless from, any and all claims, actions, causes of action, demands, losses, harm, damages, llability, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs), for any injury to or the death of any person, or any damage to or destruction of any property, or any other harm for which damages or any other form of recovery is sought (whether at law or in equity), resulting from, based upon, or arising out of any negligent, grossly negligent, reckless, or intentionally wrongful act, error, or omission of ENGINEER, its officers, employees, agents, engineers, consultants, contractors, subcontractors, or any person or entity for whom ENGINEER is legally liable, under, in connection with, or in the performance of, this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

#### 12. ADDITIONAL SERVICES

Services in addition to those specified in the Scope of Basic Services will be provided by ENGINEER if authorized in writing by CITY. Additional services will be paid for by CITY as indicated in the attached Basis of Compensation or as negotiated.

#### 13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above-proposed fee. Sales tax at an applicable rate for surveying services will be indicated on invoice statements.

#### 14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CITY is informed that any complaints about surveying services of the ENGINEER may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

#### 15. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

#### 16. PROJECT SITE SAFETY

ENGINEER has no duty or responsibility for project site safety.

#### 17. ASSIGNMENT

ENGINEER shall have no power to and shall not assign, transfer, or otherwise convey its interest, rights, duties, or responsibilities in this Agreement or any part thereof without the prior written consent of CITY, and any such assignment, subletting, transfer or other conveyance shall be deemed a material breach of this Agreement and the CITY shall have the right to terminate this Agreement immediately and without further notice; provided, however, that nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, sub-consultants, and suppliers as ENGINEER may deem appropriate to assist in the performance of its services. Unless specifically stated to the contrary in any written consent to an assignment or transfer, no assignment or transfer will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 18. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than CITY and ENGINEER.

#### 19. PLANS AND DRAWINGS

Upon payment to ENGINEER for work properly performed, drawings, designs, plans, specifications, reports, information, and other documents or materials in whatever form or format (together, "Drawings") prepared by or for ENGINEER in connection herewith belong to, and remain the property of, the CITY for its exclusive reuse at any time without further compensation and without any restrictions, and all intellectual property rights in connection with the same (whether copyright or otherwise) are hereby assigned by ENGINEER to CITY. ENGINEER shall have the right to retain copies of all such materials.

Drawings shall be submitted to the CITY for the CITY's approval, and the same shall comply with all applicable laws, statutes, ordinances, codes and regulations. Notwithstanding CITY's approval of any of the Drawings, ENGINEER warrants and represents that the Drawings, as the same may be amended or supplemented by ENGINEER, shall, to the best of ENGINEER's knowledge, information and belief as engineers performing the practice of engineering in accordance with the standards, duties, and obligations set forth in this Agreement, be sufficient and adequate for the Project for which the services are provided, shall be free from material error, and shall be satisfactory to the CITY. In the event it is determined that any Drawings are defective, ENGINEER shall promptly correct any defective Drawings at no cost to the CITY. The CITY's approval, acceptance, use of or payment for all or any part of the services under this Agreement shall in no way alter ENGINEER's obligations or the CITY's rights hereunder. Approval by the CITY of any of ENGINEER's Drawings or work, or the use of or payment for all or any part of the Services, shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, contractors, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by the CITY for any defect, error or omission in such Drawings or work, it being understood that the CITY at all times is ultimately relying on ENGINEER's skill and knowledge in preparing the Drawings.

#### 20. MISCELLANEOUS

- The officers and/or agents of the parties hereto signing this Agreement are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
- Time is of the essence of this Agreement
- The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.
- ENGINEER acknowledges that the project for which the Services are being provided is a public project of the Town of Addison, Texas and is for a

public purpose, and that the property on which the project is to be constructed, the improvements to be constructed thereon, and the funds used by CITY in connection with property acquisition and the design and construction of the Project are exempt from the filing and enforcement of any liens thereon or with respect thereto and from forced sale. For the consideration set forth herein, ENGINEER waives and releases any lien, or claim or right of such lien, which ENGINEER has or may have in connection with the services on or in connection with such property, improvements, and funds and this Agreement.

 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated below;

#### To ENGINEER:

#### 1100 Macon Street Fort Worth, Texas 76102

To CITY:

16801 Westgrove Drive Addison, Texas 75001-5190 Attn: Director of Public Works

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

## EXHIBIT 'A' ITEMIZED SCOPE OF BASIC SERVICES

Teague Nall and Perkins, Inc., (ENGINEER) shall render the following professional services (BASIC SERVICES) necessary for the development of the Project:

#### **TPDES Phase II Storm Water Management Plan Preparation**

ENGINEER will prepare the Notice of Intent (NOI) and the SWMP outlining the Town of Addison's plan to reduce discharge pollutants and protect water quality. The plan will include the following:

- an outline of the five-year implementation program, including the following six control measures:
  - 1. Public Education and Outreach
  - 2. Public Involvement/Participation
  - 3. Illicit Discharge Detection and Elimination
  - 4. Construction Site Runoff Control
  - 5. Post-Construction Stormwater Management Measures
  - 6. Pollution Prevention/Good Housekeeping for Municipal Operations
- a program for evaluation and assessment of the plan
- measurable goals for pollution prevention efforts
- identify responsibilities for implementation
- implementation timeline

#### General

The following assumptions were used by the ENGINEER for the preparation of the scope of Basic Services:

- 1. The ENGINEER will make every effort to identify all current Town of Addison activities that will pertain to the preparation of the SWMP. However, the ENGINEER will rely on the reports given by the Town of Addison staff, and will not be responsible to verify that such activities actually take place. Further, while the ENGINEER will make every effort to identify all such pollution prevention activities, no warranty can be made that the compiled list will include every such activity.
- 2. The ENGINEER recognizes that the Town of Addison may already be engaged in some activities that will apply to the SWMP implementation effort. Much of the effort involved in the preparation of the SWMP will consist of identifying and compiling these activities.

The SWMP will be prepared in accordance with the following program:

#### Preliminary Investigation Phase

The Preliminary Investigation will primarily entail an analysis of activities already being undertaken by Town of Addison staff and/or identified in ordinances as requirements for developers or others within the Town of Addison. The Preliminary Investigation will include the following tasks:

• Two meetings with Town staff to identify as many activities, policies and ordinances as possible that will impact the permit conditions. These meetings will likely involve

a variety of staff members, to be determined at a later date. The ENGINEER will provide guidance regarding possible staff members and/or functions that should be represented at these meetings.

- ENGINEER will prepare a questionnaire for distribution among various Town departments to help in compiling the list of activities already in place.
- Evaluate Best Management Practices (BMP's) for inclusion in the Town of Addison Phase II Permit as developed by others, including the North Central Texas Council of Governments (NCTCOG), EPA and others. Preliminary recommendations will be made regarding possible BMP's for use in the Addison permit application.
- Once the Texas Commission on Environmental Quality (TCEQ) has issued General Permit guidelines and requirements, the ENGINEER will evaluate these guidelines and tailor the permit to meet TCEQ requirements.

#### Draft SWMP

- Once the Preliminary Investigation is complete, the ENGINEER will compile the data, including existing Town of Addison activities, policies and ordinances, along with the TCEQ guidelines and BMP's, into a draft SWMP. The draft SWMP will outline the recommended implementation plan for compliance with the TPDES Phase II program, including possible ordinances. The ENGINEER shall prepare a record keeping schedule/format for the required annual compliance reports to the TCEQ.
- ENGINEER will meet with Town staff to discuss the draft SWMP and review goals, recommended activities and BMP's, and associated costs of implementation.
- A public meeting should be conducted to make the public aware of the program and the SWMP. This public meeting would likely be best as part of a City Council meeting, since advance notice and exposure is more easily implemented.

#### Final SWMP

- Based on comments from Town staff, ENGINEER will prepare the final SWMP and NOI for submittal to TCEQ.
- ENGINEER shall make recommendations for language to be included in new ordinances that are proposed in the SWMP.

#### **Deliverables**

Deliverables will include a Notice of Intent and a SWMP for submittal to TCEQ, and copy of the SWMP for Town Staff use.

#### ATTACHMENT 'A' TEAGUE NALL AND PERKINS, INC. Standard Rate Schedule for Reimbursable/Multiplier Contracts Effective January 1, 2002 to December 31, 2002\*

Engineering / Technical	From		То	То	
Principal	\$125	-	\$175	Per Hour	
Project Manager	\$100	-**#	\$120	Per Hour	
IT Manager	\$75	-	\$90	Per Hour	
Senior Engineer	\$80	-	\$120	Per Hour	
Engineer	\$65	-	\$95	Per Hour	
Graduate Engineer	\$60	-	\$90	Per Hour	
Senior Designer	\$65	-	\$115	Per Hour	
Designer	\$50	-	\$70	Per Hour	
Landscape Architect / Planner	\$75	-	\$85	Per Hour	
CAD Technician	\$45	-	\$75	Per Hour	
Intern Technician	\$35	-	\$50	Per Hour	
Clerical	\$40	-	\$60	Per Hour	
Resident Project Representative	\$40	-	\$55	Per Hour	
Surveying					
Survey Office Manager	\$100				
R.P.L.S.	\$85				
Senior Survey Technician	\$65				
Junior Survey Technician	\$55				
2-Person Field Crew w/Equipment	\$85				
3-Person Field Crew w/Equipment	\$100				
4-Person Field Crew w/Equipment	\$120				
2-Person G.P.S. Crew w/Equipment	\$120				
3-Person G.P.S. Crew w/Equipment	\$140				
1-Person Robotic Crew w/Equipment	\$85				
2-Person Robotic Crew w/Equipment	\$95				
3-Person Robotic Crew w/Equipment	<b>\$1</b> 15				

#### Direct Cost Reimbursables

Photocopies	\$0.10/page	letter and legal size bond paper, B&W
	\$0.20/page	11" x 17" size bond paper, B&W
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W
Plots	\$1.00/page	11" x 17" size bond paper, B&W
	\$2.00/page	11" x 17" size bond paper, color
	\$2.00/page	22"x34" and larger bond paper or vellum, B&W
	\$4.00/page	22"x34" and larger bond paper or vellum, color
	\$4.00/page	22"x34" and larger mylar or acetate, B&W
Blueline Prints	\$2.00/page	all sizes
Sepias	\$4.00/page	all sizes mylar or acetate film
Mileage	\$0.36/mile	
All Subcontracted a	nd outcourced ser	vices hilled at actual cost plus 10%

:

All Subcontracted and outsourced services billed at actual cost plus 10%

\* Rates shown are for calendar year 2002 and are subject to change in subsequent years; provided, however, that if such change is an increase, such change, if any, shall not exceed 5% of such amounts).



#RM-1

Council Agenda Item: <u>#R</u>/2

#### SUMMARY:

This Item is to request approval of a contract with Teague Nall and Perkins to assist the Town in preparing a Storm Water Management Plan and filing for a Texas Pollution Discharge Elimination System (TPDES) Permit for storm water.

#### FINANCIAL IMPACT:

Cost: \$17,750

Funding Source: Street Department Special Services/Engineering Account

#### **BACKGROUND:**

On October 29, 1999, the final Phase II Storm Water Rule was promulgated by EPA as part of The Clean Water Act. The rules require small cities and towns (like Addison) to file for a permit to discharge storm water. The rules are intended to improve the quality of storm water runoff, and hence overall stream water quality. While EPA enacted the rules, the Texas Commission on Environmental Quality (TCEQ), formally TNRCC, will enforce them by agreement with EPA.

Guidelines for the Phase II storm water regulations state that each affected party must develop and implement Best Management Practices (BMPs) for the following categories:

- 1. Public Education and Outreach
- 2. Public Involvement and Participation
- 3. Illicit Discharge Detection and Elimination
- 4. Construction Site Runoff Control (sites between 1 and 5 acres)
- 5. Post-Construction Storm Water Management
- 6. Pollution Prevention and Good Housekeeping for Municipal Operations

#### TCER

In December 2002, (or before) **TNRCC** is obligated to issue a "General Permit" under which the Town of Addison could be permitted to discharge its storm water. The permit will set forth those things that we will have to do to comply, namely set up a program to do items 1 through 6 above. This will require that we write a "Storm Water Management Plan" that complies with the rules, and pass a Storm Water Ordinance that will require appropriate compliance.

In March 2003, Addison will be required to obtain permit coverage by filing a Notice of Intent to be covered under the General Permit or we will be in violation. Accordingly, in March 2003 we will need to begin implementing the elements of our Storm water Management Plan, and, we must have them fully implemented by 2008. In other words, they give us some time to comply. Attached is a contract that authorizes Teague Nall and Perkins to assist the Town in preparing a Storm Water Management Plan, filing for the TPDES permit and providing the elements needed in a storm water control ordinance. The contract has been reviewed by the City Attorney.

#### **RECOMMENDATION:**

• 1

Staff recommends that Council authorize the City Manager to enter into a contract with Teague Nall and Perkins to prepare a Storm Water Management Plan in accordance with their proposal for a Fixed Fee of \$17,750.

From: Sent: To: Cc: Subject: HILL, JOHN [jhill@cowlesthompson.com] Friday, September 27, 2002 3:46 PM 'jpierce@ci.addison.tx.us' DIPPEL, KEN Teague Nall and Perkins



Addison - Contract with Teague...

<<Addison - Contract with Teague Nall and Perkins (engineering).DOC>>

Jim--attached for your review and comment is a red-lined copy of the Agreement with Teague Nall Perkins.

In the Agreement, it is not clear what the charge will be for Special Services, if they are provided. The provisions regarding the rates for Special Services states that they "shall be reimbursed at standard TNP hourly rates as listed in Attachment A, or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items." Also, there is no Attachment A. Please make sure that you are satisfied with the Scope of Services and any deliverables that will be provided.

Please give me a call to discuss if you have any questions or comments.

John

## **AUTHORIZATION FOR PROFESSIONAL SERVICES**

### PROJECT NAME: TPDES Phase II Storm Water Permit Preparation Town of Addison, Texas

#### TNP PROJECT NUMBER: ADD02212

CLIENTCITY: ADDRESS: Town of Addison 16801 Westgrove Drive P.O. Box 9010 Addison, TX 75001

## hereby requests and authorizes Teague Nall and Perkins, Inc., <u>a Texas corporation</u>, (ENGINEER) to perform the following services:

**SCOPE:** Provide professional engineering and planning services related to preparation of a Storm Water Management Plan (SWMP) as required by the Texas Pollution Discharge Elimination System (TPDES) Phase II regulations. The SWMP preparation will generally consist of compiling data related to existing pollution prevention activities and identifying additional necessary activities. The scope of work is more fully detailed in the attached Exhibit A.

**COMPENSATION** to be made on the basis of the following:

1. BASIC SERVICES: The <u>Town of Addison, Texas (CITY)</u>TOWN agrees to pay the ENGINEER:

Storm Water Management Plan Preparation Fixed Fee \$17,750

for services rendered for **BASIC SERVICES** as summarized above and itemized specifically in Exhibit A, attached. **BASIC SERVICES** shall be billed monthly based on the ENGINEER's estimate of the percentage of work completed.

- 2. SPECIAL SERVICES: SPECIAL SERVICES shall be any service provided by the ENGINEER for which ENGINEER has received the prior written approval of the CITY which is not specifically included in BASIC SERVICES as defined above. SPECIAL SERVICES shall include, but shall not be limited to:
  - a) Preparation of City ordinance documents that may be part of the SWMP implementation schedule.
  - b) property research and surveying for easements, right-of-ways or plats,
  - c) preparation of real property transfer documents, exhibits or plats,
  - d) participation in real property acquisition,
  - e) trips and meetings beyond a 50-mile radius of Addison,
  - f) subcontractors, photocopies, plan & document reproduction, & courier charges,
  - g) mapping of drainage system facilities.

**SPECIAL SERVICES** shall be considered additional work and shall be reimbursed at standard TNP hourly rates as listed in Attachment A, or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items. <u>ENGINEER shall not be entitled to compensation</u>, payment or reimbursement of any kind for any **SPECIAL SERVICES** provided by ENGINEER without the prior written approval of the CITY.

**SCHEDULE:** ENGINEER shall commence the performance of the The proposed Basic Services shall begin upon the signing of receipt of this signed Agreement contract by the TOWN and the ENGINEER. Engineer shall complete various parts of the Basic Services in accordance with the following schedule:

Complete Draft SWMP (pending Texas	_Dec. 1, 2002	
 Commission on Environmental Quality		
(TCEQ)TNRCC rules)		
TCEQTNRCC General Permit (by TCEQTNRCC)		Dec. 2002
Revise SWMP	Jan. 2003	
Public Meeting (City Council)	Feb. 2003	
Submit NOI and SWMP	Mar. 2003	

**PROJECT LOCATION:** The project location encompasses the entire Town of Addison, Texas.

Please execute and return a signed copy, which will serve as our Authorization to Proceed. <u>This</u> <u>Authorization for Professional Services is sometimes referred to herein as the "Authorization" or the</u> "Agreement". The Provisions attached hereto are a part of this Agreement and are incorporated herein and made a part hereof for all purposes.

#### 1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.

#### 2. LABOR COSTS

ENGINEER's Labor Costs shall be the amount of salaries paid ENGINEER's employees for work performed on CITY'S Project plus a stipulated percentage of such salaries to cover all overhead, payroll-related taxes, payments, premiums, and benefits.

### 3. DIRECT EXPENSES

ENGINEER's Direct Expenses shall be those costs incurred on or directly for the CITY's Project, including but not limited to necessary transportation costs including mileage at ENGINEER's current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by ENGINEER.

#### 4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CITY, an additional amount shall be added to the cost of these services for ENGINEER's administrative costs, as provided herein; provided, however, that the amount of the fixed fee for Basic Services set forth in this Agreement includes outside services for that no additional amount for outside services shall be charged to the CITY for the provision of the Basic Services.

#### 5. ENGINEER'S OPINION OF PROBABLE COST

Any opinions of probable cost provided by ENGINEER will be on the basis of experience and judgment, but since it has no control over market conditions or bidding procedures, ENGINEER cannot warrant that bids or ultimate construction costs will not vary from these opinions of probable cost.

#### 6. <u>REPRESENTATIONS;</u> PROFESSIONAL STANDARDS

ENGINEER represents and warrants that it is authorized to practice engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice engineering and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Notwithstanding anything herein to the contrary, ENGINEER and CITY agree and acknowledge that CiTY is entering into this Agreement in reliance on ENGINEER's professional abilities with respect to performing the Services set forth herein. ENGINEER agrees to use its professional skill, judgment and abilities in the performance of its services hereunder, and ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CITY's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. ENGINEER shall perform its services in accordance with all laws, regulations, and rules and in accordance with the standard of care set forth herein. Without in any way limiting the foregoing or any other provision of this Agreement, ENGINEER shall be liable to the CITY for any and all damages, injuries, liability, or other harm of whatever nature to the extent caused by or resulting from any negligent, grossly negligent, or intentionally wrongful errors, acts or omissions of

ENGINEER, or ENGINEER's directors, partners, officers, employees, acents, contractors, subcontractors, or any person or entity for whom ENGINEER is legally liable, in the provision of its services under this Agreement, and for other breaches by ENGINEER to the extent ENGINEER is negligent, grossly negligent, reckless, or intentionally wrongful in its performance of professional services under this Agreement. ENGINEER makes no other warranty, expressed or implied.

#### 7. TERMINATION

Either CITY or ENGINEER may terminate this authorization by giving 30 days written notice to the other party. ENGINEER shall cease all work and labor being performed under this Agreement immediately upon receipt of the notice of termination. In such event CITY shall forthwith pay ENGINEER in full for all work previously authorized and properly performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization, except as otherwise provided for herein. In the event of any termination and upon payment to ENGINEER for the work property performed by ENGINEER, ENGINEER shall deliver to the CITY all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by or for ENGINEER in connection with this agreement and authorization, its services, and the Project.

In the event of termination, the parties shall have their remedies at law, in equity, or otherwise as to any rights and obligations between them.

All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating responsibility or liability between ENGINEER and CITY shall survive the cancellation, expiration or termination of this Agreement. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this agreement shall survive the cancellation, expiration or termination of this Agreement.

8.

VENUE: APPLICATION OF LAW: DISPUTE RESOLUTIONARBITRATION

In the event of any action under this agreement and authorization, venue for all causes of action shall be instituted and maintained in Dallas County. Texas (state court) or in the northern district of Texas (federal court), as the case may be. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement.

In an effort to resolve claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof, the parties agree that all claims, disputes, or other matters in question shall be submitted to nonbinding mediation as a first step in seeking a resolution of the same.

The dispute shall be mediated by a mutually acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them requesting mediation. The disputing parties shall share the costs of the mediation Jually. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. By mutual agreement, the parties may use a nonbinding form of dispute resolution other than mediation. Any nonbinding dispute resolution process conducted under this Agreement shall be confidential within the meaning of Sections 154.053 and 154.073 of the Texas Civil Practice and Remedies Code, as amended, and any successor statute thereto. If neither a negotiated settlement or mediated resolution is obtained within the time periods provided by this Article, the parties may pursue any available legal or equitable remedy.

Any request for mediation or another form of nonbinding dispute resolution shall be filed in writing with the other party within a reasonable time after the claim, dispute or other matter in question has ansen. In no event shall the demand for mediation or other form of nonbinding dispute resolution be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.All claims, disputes, and other matters in guestion arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CITY or ENGINEER may initiate a request for such arbitration, but concent of the other party-to-such-procedure-shall-be-mandatory---No arbitration arising out of, or relating to this Authonization shall-include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authonization-

## 9. LEGAL EXPENSES

In the event legal action is brought by CITY or ENGINEER against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

#### 10. PAYMENT TO ENGINEER

Monthly invoices will be issued by ENGINEER for all work performed under the terms of this Agreement. invoices for work properly performed by ENGINEER are due and payable within thirty (30) days ofen receipt. Each invoice shall be in form and substance satisfactory to CITY. All invoices or billing statements shall include a statement of services rendered and the amount owed in connection therewith, an itemized statement of reimbursable costs and expenses incurred (if any or if authorized), and the sum of all prior payments for the services set forth herein. The cumulative amounts of progress payments for the services shall not exceed the fixed fee (\$17,750.00) for the Basic Services as described herein, unless otherwise approved in writing by CITY. ENGINEER shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any termination or expiration of this Agreement.

Notwithstanding any other provision of this Agreement or the Work Order, CITY shall not be obligated to make payment to ENGINEER hereunder if:

1. ENGINEER is in default of any of its obligations under this Agreement, the Work Order, or any other documents in connection with the Services (and payment may be withheld to the extent of any such default);

- Any part of such payment is attributable to any services of ENGINEER which are not performed in accordance with this Agreement;
- 3. ENGINEER has failed to make payment promptly to consultants or other third parties used by ENGINEER in connection with ENGINEER's services hereunder for which the CITY has made payment to ENGINEER; or
- 4. If the CITY, in its good faith judgment and after consultation with ENGINEER, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services hereunder, no additional payments will be due ENGINEER hereunder unless and until ENGINEER performs a sufficient portion of the Services so that such portion of the compensation remaining unpaid is determined by CITY to be sufficient to complete the Services.

#### 11. INSURANCE; INDEMNITYLIMITATION OF LIABILITY

A In connection with this Agreement, ENGINEER shall provide and maintain in full force and effect the following Insurance:

(i) Workers' compensation and employer's liability insurance for the protection of ENGINEER's employees, to the extent required by the law of the State of Texas;

(ii) Commercial general liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000,00) each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broadform property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);

(iii) Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and

(iv) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars (\$1,000,000.00) per claim and aggregate. This coverage must be maintained for at least two (2) years after the project contemplated herein is completed. If coverage is written on a claimsmade basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to CITY. (b) except for professional liability insurance, shall name (by endorsement) the Town of Addison, Texas, its officials, officers, employees and agents as an additional insured or loss payee, as the case may be, (c) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (d) contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (e) provide for at least thirty (30) days written notice to the Town of Addison,

Texas prior to cancellation, ....i-renewal or material modification which affects this Agreement. Certificates of insurance (together with the declaration page of such policies, along with the endorsement naming the Town of Addison, Texas as an additional insured or loss payee, as the case may be), satisfactory to CITY, evidencing all coverace above, shall be promptly delivered to Town and updated as may be appropriate, with complete copies of such policies furnished to the CITY upon request. The CITY reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the CITY.

In connection with this Agreement and authorization and the provision of services, ENGINEER agrees to and shall indemnify the Town of Addison, Texas, its officials, officers, agents and employees (together, for purposes of this paragraph, the "Indemnified Persons") against, and hold the Indemnified Persons hamless from, any and all claims, actions, causes of action, demands, losses, harm, damages, liability, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs), for any injury to or the death of any person, or any damage to or destruction of any property, or any other harm for which damages or any other form of recovery is sought (whether at law or in equity), resulting from, based upon, or arising out of any negligent, grossly negligent, reckless, or intentionally wrongful act, error, or omission of ENGINEER, its officers, employees, agents, engineers, consultants, contractors, subcontractors, or any person or entity for whom ENGINEER is legally liable, under, in connection with, or in the performance of, this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement ENGINEER's liability to the CITY for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this Agreement.

## 12. ADDITIONAL SERVICES

Services in addition to those specified in the Scope of Basic <u>Services</u>cervices will be provided by ENGINEER if authorized in writing by CITY. Additional services will be paid for by CITY as indicated in the attached Basis of Compensation or as negotiated.

#### 13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax <u>is</u> <u>not</u> included in the above-proposed fee. Sales tax at an applicable rate <u>for surveying services</u> will be indicated on invoice statements.

#### 14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CITY is informed that any complaints about surveying services of the ENGINEER may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

### 15. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

### 16. PROJECT SITE SAFETY

ENGINEER has no duty or responsibility for project site safety.

17. ASSIGNMENT

ENGINEEN shall have no power to and shall not assign, transfer, or otherwise convey its interest, rights, duties, or responsibilities in this Agreement or any part thereof without the prior written consent of CITY, and any such assignment, subletting, transfer or other conveyance shall be deemed a material breach of this Agreement and the CITY shall have the right to terminate this Agreement immediately and without further notice; provided, however, that nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates. sub-consultants, and suppliers as ENGINEER may deem appropriate to assist in the performance of its services. Unless specifically stated to the contrary in any written consent to an assignment or transfer, no assignment or transfer will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 18. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than CITY and ENGINEER.

### 19. PLANS AND DRAWINGS

Upon payment to ENGINEER for work properly performed, drawings, designs, plans, specifications, reports, information, and other documents or materials in whatever form or format (together, "Drawings") prepared by or for ENGINEER in connection herewith belong to, and remain the property of, the CITY for its exclusive reuse at any time without further compensation and without any restrictions, and all intellectual property rights in connection with the same (whether copyright or otherwise) are hereby assigned by ENGINEER to CITY. ENGINEER shall have the right to retain copies of all such materials.

Drawings shall be submitted to the CITY for the CITY's approval, and the same shall comply with all applicable laws, statutes, ordinances, codes and regulations, Notwithstanding CITY's approval of any of the Drawings, ENGINEER warrants and represents that the Drawings, as the same may be amended or supplemented by ENGINEER, shall, to the best of ENGINEER's knowledge, information and belief as engineers performing the practice of engineering in accordance with the standards, duties, and obligations set forth in this Agreement, be sufficient and adequate for the Project for which the services are provided, shall be free from material error, and shall be satisfactory to the CITY. In the event it is determined that any Drawings are defective, ENGINEER shall promptly correct any defective Drawings at no cost to the CITY. The CITY's approval, acceptance, use of or payment for all or any part of the services under this Agreement shall in no way alter ENGINEER's obligations or the CITY's rights hereunder. Approval by the CITY of any of ENGINEER's Drawings or work, or the use of or payment for all or any part of the Services, shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, contractors, agents and consultants for the subcontractors, accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by the CITY for any defect, error or omission in such Drawings or work, it being understood that the CITY at all times is ultimately relying on ENGINEER's skill and knowledge in preparing the Drawings.

#### 20. MISCELLANEOUS

 The officers and/or agents of the parties hereto signing this Agreement are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party here y certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

- Time is of the essence of this Agreement
- The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.
- ENGINEER acknowledges that the project for which the Services are being provided is a public project of the Town of Addison, Texas and is for a public purpose, and that the property on which the project is to be constructed, the improvements to be constructed thereon, and the funds used by CITY in connection with property acquisition and the design and construction of the Project are exempt from the filing and enforcement of any liens thereon or with respect thereto and from forced sale. For the consideration set forth herein, ENGINEER waives and releases any lien, or claim or right of such lien, which ENGINEER has or may have in connection with the services on or in connection with such property, improvements, and funds and this Agreement.

 All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated below:

#### To ENGINEER:

To CITY:

16801 Westgrove Drive Addison, Texas 75001-5190 Attn: Director of Public Works

All notices or communications required to be given in writing, by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

# EXHIBIT 'A' ITEMIZED SCOPE OF BASIC SERVICES

Teague Nall and Perkins, Inc., (ENGINEER) shall render the following professional services (BASIC SERVICES) necessary for the development of the <u>P</u>eroject:

## **TPDES Phase II Storm Water Management Plan Preparation**

ENGINEER will prepare the Notice of Intent (NOI) and the SWMP outlining the Town of Addison's plan to reduce discharge pollutants and protect water quality. The plan will include the following:

- an outline of the five-year implementation program, including the following six control measures:
  - 1. Public Education and Outreach
  - 2. Public Involvement/Participation
  - 3. Illicit Discharge Detection and Elimination
  - 4. Construction Site Runoff Control
  - 5. Post-Construction Stormwater Management Measures
  - 6. Pollution Prevention/Good Housekeeping for Municipal Operations
- a program for evaluation and assessment of the plan
- measurable goals for pollution prevention efforts
- identify responsibilities for implementation
- implementation timeline

## General

The following assumptions were used by the ENGINEER for the preparation of the scope of Basic Services:

- 1. The ENGINEER will make every effort to identify all current Town of Addison activities that will pertain to the preparation of the SWMP. However, the ENGINEER will rely on the reports given by the Town of Addison staff, and will not be responsible to verify that such activities actually take place. Further, while the ENGINEER will make every effort to identify all such pollution prevention activities, no warranty can be made that the compiled list will include every such activity.
- 2. The ENGINEER recognizes that the Town of Addison may already be engaged in some activities that will apply to the SWMP implementation effort. Much of the effort involved in the preparation of the SWMP will consist of identifying and compiling these activities.

The SWMP will be prepared in accordance with the following program:

## Preliminary Investigation Phase

The Preliminary Investigation will primarily entail an analysis of activities already being undertaken by Town of Addison staff and/or identified in ordinances as requirements for developers or others within the Town of Addison. The Preliminary Investigation will include the following tasks:

• Two meetings with Town staff to identify as many activities, policies and ordinances as possible that will impact the permit conditions. These meetings will likely involve

a variety of staff members, to be determined at a later date. The ENGINEER will provide guidance regarding possible staff members and/or functions that should be represented at these meetings.

- ENGINEER will prepare a questionnaire for distribution among various Town departments to help in compiling the list of activities already in place.
- Evaluate Best Management Practices (BMP's) for inclusion in the Town of Addison Phase II Permit as developed by others, including the North Central Texas Council of Governments (NCTCOG), EPA and others. Preliminary recommendations will be made regarding possible BMP's for use in the Addison permit application.
- Once the <u>Texas Commission on Environmental Quality (TCEQ)</u><u>Texas Natural</u> <u>Resource Conservation Commission (TNRCC)</u> has issued General Permit guidelines and requirements, the ENGINEER will evaluate these guidelines and tailor the permit to meet <u>TCEQTNRCC</u> requirements.

# **Draft SWMP**

- Once the Preliminary Investigation is complete, the ENGINEER will compile the data, including existing Town of Addison activities, policies and ordinances, along with the <u>TCEQTNRCC</u> guidelines and BMP's, into a draft SWMP. The draft SWMP | will outline the recommended implementation plan for compliance with the TPDES Phase II program, including possible ordinances. The ENGINEER shall prepare a record keeping schedule/format for the required annual compliance reports to the <u>TCEQTNRCC</u>.
- ENGINEER will meet with Town staff to discuss the draft SWMP and review goals, recommended activities and BMP's, and associated costs of implementation.
- A public meeting should be conducted to make the public aware of the program and the SWMP. This public meeting would likely be best as part of a City Council meeting, since advance notice and exposure is more easily implemented.

# **Final SWMP**

- Based on comments from Town staff, ENGINEER will prepare the final SWMP and NOI for submittal to <u>TCEQTNRCC</u>.
- ENGINEER shall make recommendations for language to be included in new ordinances that are proposed in the SWMP.

# Deliverables

Deliverables will include a Notice of Intent and a SWMP for submittal to <u>TCEQTNRCC</u>, and copy of the SWMP for Town Staff use.

# ATTACHMENT 'C'

## TEAGUE NALL AND PERKINS, INC. Standard Rate Schedule for Reimbursable/Multiplier Contracts Effective January 1, 2002 to December 31, 2002\*

Engineering / Technical	From		То	
Principal	\$125	**	\$175	Per Hour
Project Manager	\$100	-	\$120	Per Hour
IT Manager	\$75	~	\$90	Per Hour
Senior Engineer	\$80	-	\$120	Per Hour
Engineer	\$65	-	\$ <del>9</del> 5	Per Hour
Graduate Engineer	\$60	-	\$90	Per Hour
Senior Designer	\$65	***	\$115	Per Hour
Designer	\$50	**	\$70	Per Hour
Landscape Architect / Planner	\$75		\$85	Per Hour
CAD Technician	\$45	-	\$75	Per Hour
Intern Technician	\$35	***	\$50	Per Hour
Clerical	\$40	-	\$60	Per Hour
Resident Project Representative	\$40	-	\$55	Per Hour
Surveying				
Survey Office Manager	\$100			
R.P.L.S.	\$85			
Senior Survey Technician	\$65			
Junior Survey Technician	\$55			
2-Person Field Crew w/Equipment	\$85			
3-Person Field Crew w/Equipment	\$100			
4-Person Field Crew w/Equipment	\$120			
2-Person G.P.S. Crew w/Equipmer	nt \$120			
3-Person G.P.S. Crew w/Equipmen	nt \$140			
1-Person Robotic Crew w/Equipme	nt \$85			
2-Person Robotic Crew w/Equipme	nt \$95			
3-Person Robotic Crew w/Equipme	nt \$115			
Direct Cost Reimbursables				
Photoconies \$0.10/page	letter and legal cize b	and non	or RRIA/	

 Photocopies	\$0.10/page	letter and legal size bond paper, B&W
	\$0.20/page	11" x 17" size bond paper, B&W
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W
Plots	\$1.00/page	11" x 17" size bond paper, B&W
	\$2.00/page	11" x 17" size bond paper, color
	\$2.00/page	22"x34" and larger bond paper or vellum, B&W
	\$4.00/page	22"x34" and larger bond paper or vellum, color
	\$4.00/page	22"x34" and larger mylar or acetate, B&W
<b>Blueline Prints</b>	\$2.00/page	all sizes
Sepias	\$4.00/page	all sizes mylar or acetate film
Mileage	\$0.36/mile	
All Subcontracted a	nd outcourced see	vices billed at actual cost plus 10%

All Subcontracted and outsourced services billed at actual cost plus 10%

\* Rates shown are for calendar year 2002 and are subject to change in subsequent years; provided, however, that if such change is an increase, such change, if any, shall not exceed 5% of such amounts).

City of Addi TNP	e Nall a ison - Ti Project anhour	PDES No. A	Phas DD02	ie II P 212					
TNP Project Personnel	Prin	PM	PE	EIT	Clerical	Direct	Т	otal	s
Hourly Rate	125	110	85	70	43				
PRELIMINARY INVESTIGATION PHASE Meetings & Proj Mgmt Data Collection Prepare staff questionnaire Meetings (2) with city staff to est. baseline Compile data into SWMP format Evaluate TNRCC permit requirements Alternatives for BMP Selection	4	16 2 2 8 1 2 2	8 4 8 4 4 4 4	12 8 8 8 8 8	2		\$2,940 \$1,400 \$1,206 \$1,560 \$1,010 \$1,120 \$1,120	\$	10,356
DRAFT SWMP Meetings & Proj Mgmt Develop Draft Report with BMP's City Council Meeting Printing & Repro		8 2 4	2 6 4	13 6	16	\$228	\$1,050 \$1,640 \$780 \$1,108		
FINAL SWMP Report Coordination with City staff		2 4	4	8	16		\$1,808 \$780	\$	4,806 2,588
Total	4	53	56	71	34			\$	17,750

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<u>TO T</u>	Cons 1100 FORT WC (80 Town of Add	ulting En 0 Macon 3 0RTH, TE 17) 336-5 lison grove Driv	Street XAS 76102 773 ve, P.O. Box 9010	DATE 7/3/0 ATTENTIO		
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City of Addison				,		
TPDES Phase II Permit				1		
ADD02212		•		,		
Prepared: 6/27/02						
	P	ion				
Task	Prin	PM	PE	EIT	Clerical	Total
PRELIMINARY INVESTIGATION PHASE						
Meetings & Proj Mgmt	4	16	8			28
Data Collection		2	4	12		18
Prepare staff questionnaire		2	4	8	2	16
Meetings (2) with city staff to est. baseline		8	8			16
Compile data into SWMP format		1	4	8		13
Evaluate TNRCC permit requirements		2	4	8	_,	14
Alternatives for BMP Selection		2	4	8		14
•						
DRAFT SWMP		·····			···	
Meetings & Proj Mgmt			2			10
Develop Draft Report with BMP's		2	4	12	· · } =-	18
City Council Meeting		4	4		· · ·	8
Printing & Repro	-	2	4		16	22
FINAL SWMP	v •					
Report		2	4	8	16	30
Coordination with City staff		4	4	-		8
TOTAL HOURS	4	55	58	64	34	215

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