



**AGENDA FOR  
WORK SESSION - 6:00 PM  
REGULAR CITY COUNCIL MEETING – 6:30 PM  
MONDAY, JUNE 22, 2026  
CITY HALL COUNCIL CHAMBERS  
209 S. WASHINGTON STREET  
KAUFMAN, TEXAS 75142**

**CALL WORK SESSION TO ORDER** Mayor calls the Work Session to order, states the date and time, states Councilmembers present, and declares a quorum present.\*\*

**WORK SESSION** A Work Session is used to explore matters of interest to one or more City Council Members or the City Manager for the purpose of giving staff direction on whether or not such matters should be placed on a future regular or special meeting of the Council for citizen's input, City Council deliberation and formal City action. Although Work Sessions are public meetings, and citizens have a legal right to attend, they are not public hearings, so citizens are not allowed to participate in the session.

1. Discussion and review of an ordinance amending the City's Animal Control Ordinances with regard to regulating the keeping of various species of fowl and limiting the number of dogs and cats allowed upon a property within the city limits.
2. Discussion and review of an update to the City of Kaufman's Personnel Policies.
3. Discussion regarding items on the Regular Session Agenda, including the consideration of Executive Session items.

**WORK SESSION ADJOURNMENT**

**PLEDGE OF ALLEGIANCE**

**CALL MEETING TO ORDER** Mayor calls the Meeting to order, states the date and time, states Councilmembers present, and declares a quorum present.\*\*

**CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES)** Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole. **When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.**

**RECOGNITION**

4. Business of the Month - Kaufman Veterinary Center, LLC
5. 2026 Municipal Clerks Honor Roll - Jessie Hanks

## CONSENT AGENDA

6. Consider and take appropriate action on the minutes from the May 18, 2026, Work Session and Regular City Council meeting.

## END OF CONSENT AGENDA

## DISCUSSION/ACTION ITEMS

7. Consider and take appropriate action on a **Site Plan** for **Harmony Bank**, Kings Fort Addition, Block F, Lot 3, consisting of 1.102 acres (Property ID 240766), located within the D. Falcon Survey, Abstract No. 151, in the City of Kaufman, Kaufman County, Texas, and generally located at 815 Kings Fort Parkway. (Case No. SP-01-26)
8. Consider and take appropriate action on a **Site Plan** for **Waffle House**, consisting of 1.3 acres (Property ID 5365), located within the D Falcon, Tract 590, in the City of Kaufman, Kaufman County, Texas, and generally located at 2210 Tabor Parkway. (Case No. SP-03-26)
9. Consider and take appropriate action on an amendment to an Investment Grade Audit Agreement with Schneider Electric Buildings Americas, Inc.; and authorize the Mayor or his designee to execute necessary documents.
10. Consider and take appropriate action on a Construction Agreement with Schneider Electric Buildings Americas, Inc.; and authorize the Mayor or his designee to execute necessary documents.
11. Consider and take appropriate action on an engagement letter with the Law Office of Stephen C. Dickman to provide legal services for the City of Kaufman in its protest to the creation of Kaufman County M.U.D. No. 16; and authorizing the Mayor or his designee to execute necessary documents.
12. Consider and take appropriate action on Ordinance O-09-26, an ordinance of the City Council of the City of Kaufman, Texas, repealing Section 3.01.013, "Fowl" and Section 3.02.010, "Limitation on Number" of Chapter 3 "Animal Control" of the Kaufman Code of Ordinances, by repealing Section 3.01.013, "Fowl" and Section 3.02.010, "Limitation on Number" and by adopting a new Section 3.01.013 "Fowl" regulating the keeping of various species of fowl, and adopting a new Section 3.02.010 "Limitation on Number of Animals" to provide for the maximum number of dogs and cats allowed upon a property within the City limits; providing a penalty of fine for violation; and providing an effective date.
13. Consider and take appropriate action on Ordinance O-10-26, an Ordinance of the City Council of the City of Kaufman, Texas, repealing Ordinance No. O-26-25 and amending Section A8.002, "Water Rates", and Section A8.003, "Sewer Rates", of Article A8.000, "Utilities", of Appendix A, "Fee Schedule", of the Code of Ordinances of the City of Kaufman to amend by removing the calculation for the base fee for the Multi-unit Type of Service for water and sewer services; providing for the incorporation of premises; providing for enforcement; and providing for publication and an effective date.
14. Consider and take appropriate action regarding Ordinance O-11-26, an ordinance of the City Council of the City of Kaufman, amending the City of Kaufman Personnel Policies Manual, amending Subsection (a) "Adoption of Personnel Policies Manual." of Section 2.03.001 "Personnel Policies Manual Adopted; Repeal of Conflicting Provisions", of Article 2.03,

“Personnel Regulations” of Chapter 2, “Administration and Personnel” of the Code of Ordinances; and providing an effective date.

15. Consider and take appropriate action on Resolution R-10-26, a resolution of the City Council of the City of Kaufman, Texas, designating certain officials as being responsible for and acting for, and on behalf of, the City of Kaufman in connection with the Texas Parks & Wildlife Department for the purpose of participating in the Local Park Grant Program; certifying that the City of Kaufman is eligible to receive program assistance; certifying that the City of Kaufman matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses.

### **ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER**

16. Receive an update and discussion regarding the following:
  - a. Outer Loop Public Hearing
  - b. Kaufman Red, White & BOOM Event - July 4
  - c. Budget Work Session Meetings - August 3 & August 10 (if needed)
  - d. Discussion Items Report (DIR)
  - e. STAR Transit Ridership Report - May 2026
  - f. Careflite Compliance Report - May 2026
  - g. Fire Department Monthly Report - May 2026
  - h. Police Department Monthly Report - May 2026
  - i. Development Services Monthly Report - May 2026
  - j. Monthly Calendars Attached

### **EXECUTIVE SESSION**

17. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
  - a. Sec. 551.071. CONSULTATION WITH ATTORNEY. (1) to seek advice from the City Attorney regarding: (A) pending or contemplated litigation; (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: Cause No. 124905-86; Enclave Development
  - b. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS. (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic

development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1): Projects Snooze, Pie, and Junior

**RECONVENE INTO OPEN SESSION** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session.

18. Consider and take appropriate action on a First Amended and Restated Chapter 380 Economic Development and Performance Agreement between the City and Myrish Hospitality, Incorporated, for a Hampton Inn Brand Project; and authorizing the Mayor to execute necessary documents.

19. Consider and take appropriate action, if any, on matters discussed in Executive Session.

**ADJOURNMENT**

<b>Property Tax Fee on Median Valued Homestead</b>			
<b>2024 Rate vs 2025 Proposed Rate vs 2025 Adopted Rate vs 2025 No New Revenue Rate</b>			
	<b>Rate per \$100 of Value</b>	<b>Median-Value Homestead Property</b>	<b>Tax Due</b>
<b>2024 Adopted Rate</b>	<b>0.7595000 per \$100</b>	<b>\$207,084.00</b>	<b>\$1,572.80</b>
<b>2025 Proposed Rate**</b>	<b>0.7595000 per \$100</b>	<b>\$222,093.00</b>	<b>\$1,686.80</b>
<b>2025 Adopted Rate</b>	<b>0.7590000 per \$100</b>	<b>\$222,093.00</b>	<b>\$1,685.69</b>
<b>2026 No New Revenue Rate</b>	<b>0.7858543 per \$100</b>	<b>\$222,093.00</b>	<b>\$1,745.33</b>

***\*\*The 2025 tax year property tax rate listed above as the “2025 Proposed Rate” was adopted on August 18, 2025, and is currently in effect. The information provided above is required by State law. The agenda discussion posted for this meeting is a preliminary discussion regarding projected revenues and expenses necessary to begin and proceed with the preparation of a budget for Fiscal Year 2026-2027 as required by law. In accordance with State law, information necessary for the City to provide a proposed 2026 tax rate will be available from Kaufman County Appraisal District (KCAD) on or before July 25, 2026; however, when a proposed budget has been prepared and the City has received the KCAD information necessary to provide a proposed 2026 tax year rate, the table above will be updated with information regarding the 2026 tax year proposed rate, and a proposed budget will be posted online and accessible from the City of Kaufman homepage at [www.kaufmantx.org](http://www.kaufmantx.org).***

I, JESSIE HANKS, CITY SECRETARY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 5:00 P.M. ON MONDAY, JUNE 15, 2026, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST THREE (3) BUSINESS DAYS PRECEDING THE SCHEDULE TIME OF SAID MEETING.

  
JESSIE HANKS  
CITY SECRETARY



THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY).

THE BUILDING IN WHICH THE ABOVE MEETING WILL BE CONDUCTED IS WHEELCHAIR ACCESSIBLE AND PARKING SPACES FOR THE MOBILITY IMPAIRED ARE AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED AUXILIARY AIDS OR SERVICES SUCH AS INTERPRETERS FOR PERSONS WHO ARE DEAF OR HEARING IMPAIRED, READERS, OR LARGE PRINT ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT 972-932-2216 AT LEAST TWO (2) WORKING DAYS PRIOR TO THE TIME OF THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.



Jessie Hanks  
209 S Washington St  
Kaufman, TX 75142

Dear Jessie Hanks:

**Congratulations! You've earned a place on the 2026 Municipal Clerks Honor Roll!**

Enclosed is your certificate and a commemorative pin given only to honorees.

Now in its 26th year, this program has given thousands of municipal officials and private citizens a chance to recognize Clerks from across the country for the important work they do. We're delighted to be able to share the happy news that you've been included on this list of distinguished Clerks.

You can view the full list of 2026 honorees at [www.municipalclerkshonorroll.com](http://www.municipalclerkshonorroll.com).

Hosting this program is a privilege for all of us at General Code, and the heartfelt nominations we receive continue to inspire us and deepen our appreciation for the ways that Clerks like you contribute to our communities.

Best regards,  
General Code and our family of companies

*The Municipal Clerks Honor Roll is a special program from General Code since 2001.*



In appreciation of outstanding and dedicated service as  
City Secretary of the City of Kaufman,  
this Certificate of Recognition is awarded to

**Jessie Hanks**

GENERAL **CODE**



**Meeting**  
**Date: 6/22/2026**

**Date: 06/02/2026**

**Item #: 6.**

**Dept.: Administration**

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action on the minutes from the May 18, 2026, Work Session and Regular City Council meeting.

**BACKGROUND:**

The minutes from the May 18, 2026, Work Session and Regular City Council meeting are attached for review.

**Author:**

Jessie Hanks, City Secretary

**Reviewed:**

Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of the minutes from the May 18, 2026, Work Session and Regular City Council meeting.**



**MINUTES OF THE  
WORK SESSION - 6:00 PM  
REGULAR CITY COUNCIL MEETING – 6:30 PM  
MONDAY, MAY 18, 2026  
CITY HALL COUNCIL CHAMBERS  
209 S. WASHINGTON STREET  
KAUFMAN, TEXAS 75142**

**CALL WORK SESSION TO ORDER** Mayor calls the Work Session to order, states the date and time, states Councilmembers present, and declares a quorum present.\*\*

Mayor Jordan called the work session to order at 6:00 p.m. Councilmembers present were Jeff Jordan, Quattro Borders, Ashlea Longenecker, Jason Nelson, Charles Gillenwater, and Lisa Parker. Mayor Pro-Tem Phillips was absent. Mayor Jordan declared a quorum present. Also present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney M. Ann Montgomery, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Finance Manager LaJohnna Wells, Public Works Director Tim Hopwood, Marketing and Community Relations Emily Golden, Development Services Director Johnny Bray, Senior Planner Martin Mares, Fire Chief Brian Watson, Police Captain Jason Stastny, and Police Chief Les Edwards.

Mayor Jordan left the meeting at 6:01 p.m. and appointed Councilmember Gillenwater to preside over the meeting in his absence.

**WORK SESSION** A Work Session is used to explore matters of interest to one or more City Council Members or the City Manager for the purpose of giving staff direction on whether or not such matters should be placed on a future regular or special meeting of the Council for citizen's input, City Council deliberation and formal City action. Although Work Sessions are public meetings, and citizens have a legal right to attend, they are not public hearings, so citizens are not allowed to participate in the session.

1. Discussion regarding a preview of the 2026-2027 City of Kaufman Budget.

Mr. Holder reviewed the City of Kaufman's tax rate history over the last 5 years. There was a discussion of tax rate strategies for the upcoming budget year, including the potential to issue debt. Mr. Holder discussed the city's employee health insurance benefits.

2. Discussion regarding items on the Regular Session Agenda, including the consideration of Executive Session items

There were discussions regarding item 15 on the regular session agenda.

**WORK SESSION ADJOURNMENT**

There being no further business, Councilmember Gillenwater adjourned the work session at 6:25 p.m.

**PLEDGE OF ALLEGIANCE**

**CALL MEETING TO ORDER** Mayor calls the Meeting to order, states the date and time, states Councilmembers present, and declares a quorum present.\*\*

Councilmember Gillenwater called the City Council meeting to order at 6:31 p.m. Councilmembers present were Quattro Borders, Ashlea Longenecker, Jason Nelson, Charles Gillenwater, and Lisa Parker. Mayor Pro-Tem Phillips was absent. Mayor Jordan joined the meeting at 7:13 p.m. Councilmember Gillenwater declared a quorum present. Also present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney M. Ann Montgomery, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Finance Manager LaJohnna Wells, Public Works Director Tim Hopwood, Marketing and Community Relations Emily Golden, Development Services Director Johnny Bray, Senior Planner Martin Mares, Fire Chief Brian Watson, Police Captain Jason Stastny, and Police Chief Les Edwards.

**CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES)** Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole. **When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.**

No comments were given.

### **INAUGURATION**

3. Administer Statement of Elected Officer and Oath of Office for newly elected officials.

Judge Burt administered the Statement of Elected Officer and Oath of Office to the newly Elected Officials.

### **APPOINTMENT**

4. Consider and take appropriate action on the appointment of Mayor Pro-Tem.

Councilmember Borders made a motion to appoint Matt Phillips as Mayor Pro-Tem. The motion was seconded by Councilmember Nelson and passed 5/0.

### **PROCLAMATION**

5. National Police Week - May 10 through 16

Councilmember Gillenwater read the proclamation and declared May 10 through May 16 as National Police Week.

6. Public Works Week - May 17 through May 23

Councilmember Gillenwater read the proclamation and declared May 17 through May 23 as Public Works Week.

## RECOGNITION

### 7. Business of the Month - Cordell Farm & Ranch Store

Councilmember Gillenwater, Ms. Golden, and Brandon Golden, CEO of the Kaufman Chamber of Commerce, presented Cordell Farm & Ranch Store as the business of the month.

### 8. Norman Middle School Public Art Mural

Councilmember Gillenwater recognized the Norman Middle School artists who worked on the public art mural installed at City Lakes Park.

## CONSENT AGENDA

### 9. Consider and take appropriate action on the minutes from the April 27, 2026, Work Session and Regular City Council meeting.

### 10. Consider and take appropriate action on the minutes from the May 11, 2026, City Council Planning Retreat Meeting.

Councilmember Nelson made a motion to approve Consent Agenda Items 9 and 10 as presented. The motion was seconded by Councilmember Borders and passed 5/0.

## END OF CONSENT AGENDA

## PUBLIC HEARING

### 11. Conduct a public hearing, consider, and take appropriate action on a **Replat of Cottage Heights Addition**, Lots 17R, 20R, and 23R, Block 14, being a replat of Lots 17 through 24, Block 14, Cottage Heights Addition, to create three residential lots. The subject property consists of approximately 0.5510 acres and is situated in the T. Beedy Survey, Abstract No. 21, City of Kaufman, Kaufman County, Texas, and is generally located at 1801 Park Street (Parcel 20929). (Case No. RP-01-26)

#### a. Presentation

Mr. Mares informed the Council about the proposed replat for a property located in the Cottage Heights Addition. The replat required a variance, which the Zoning Board of Adjustments denied. Subsequently, the applicant requested to withdraw the replat application. However, the City's Attorney recommended that the Council still hear the case and take appropriate action.

There were discussions regarding the lot width, the previous plat, and the legal opinion regarding the process of this replat.

#### b. Public Hearing

Councilmember Gillenwater opened the public hearing at 7:01 p.m. There being no speakers present, Councilmember Gillenwater closed the public hearing at 7:01 p.m.

- c. Consider and take appropriate action on a Replat of Cottage Heights Addition, Lots 17R, 20R, and 23R, Block 14

Councilmember Nelson made a motion to deny a Replat of Cottage Heights Addition, Lots 17R, 20R, and 23R, Block 14, due to noncompliance with the existing requirements for lot width and right-of-way. The motion was seconded by Councilmember Parker and passed 5/0.

### **DISCUSSION/ACTION ITEMS**

12. Consider and take appropriate action on the **Site Plan** for **Helen Edwards Elementary School**, situated on 14.86 acres of land (Property ID 16827) out of the KISD Early Childhood Center Addition, City of Kaufman, Kaufman County. The property is generally located at 1605 Rand Road. (Case No: SP-02-26)

Mr. Mares presented the proposed Site Plan. He explained that the Council is hearing and considering this item because the building has expanded by more than 10% of the property.

Councilmember Parker made a motion to approve the **Site Plan** for **Helen Edwards Elementary School**, situated on 14.86 acres of land (Property ID 16827) out of the KISD Early Childhood Center Addition.. The motion was seconded by Councilmember Longenecker and passed 5/0.

13. Consider and take appropriate action regarding a Reimbursement Agreement between the City and Meritage Homes of Texas, LLC, providing reimbursement of certain costs associated with Kaufman Public Improvement District No. 4, the Highland Meadows development, and authorizing the Mayor or designee to execute necessary documents.

Ms. Balthrop Mendoza informed the Council about the development's history. She explained the purpose of the agreement is to reflect the amount of reimbursement due to the Developer for the costs of the authorized improvements pursuant to the proposed Service and Assessment Plan (SAP) and to express the City's intent to reimburse the Developer for certain costs of the authorized improvements for Public Improvement District (PID) No. 4 (Highland Meadows).

Councilmember Longenecker made a motion to approve a Reimbursement Agreement between the City and Meritage Homes of Texas, LLC, providing reimbursement of certain costs associated with Kaufman Public Improvement District No. 4, the Highland Meadows development, and authorizing the Mayor or designee to execute necessary documents. The motion was seconded by Councilmember Nelson and passed 5/0.

14. Consider and take appropriate action on Resolution R-07-26, a resolution of the City Council of the City of Kaufman, Texas, accepting Public Improvements for Highland Meadows Phase 1 and establishing the date for a two (2) year warranty period.

Ms. Balthrop Mendoza stated that the public improvements for Phase 1 of the Highland Meadows Development have been inspected and that the engineer's acceptance letter was attached to the packet.

Councilmember Borders made a motion to approve Resolution R-07-26, accepting Public Improvements for Highland Meadows Phase 1 and establishing the date for a two (2) year warranty

period. The motion was seconded by Councilmember Parker and passed 5/0.

15. Consider and take appropriate action regarding Ordinance O-08-26, an ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-24-25, adopting the 2025-2026 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date. \*See Taxpayer Impact Statement below.

Ms. Wennerstrom reviewed the proposed budget amendments for the City of Kaufman and the Kaufman Economic Development Corporation.

Councilmember Nelson made a motion to approve Ordinance O-08-26, amending Ordinance No. O-24-25, adopting the 2025-2026 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall. The motion was seconded by Councilmember Parker and passed 5/0.

16. Consider and take appropriate action on an amendment to a Purchase Order No. 39198 from Texas Materials Group, Inc. for street repair on Dallas Street and 6th Street through an Interlocal Cooperative Purchasing Agreement with Ellis County for pavement rehabilitation and resurfacing services to increase the amount not to exceed from \$210,382.40 to \$235,113.39; and authorize the City Manager or his designee to execute necessary documents.

Ms. Balthrop Mendoza outlined that the amendment increases the not-to-exceed amount of Purchase Order No. 39198 from \$210,382.40 to \$235,113.39, an increase of \$24,730.99. This increase is due to the additional curb and gutter improvements needed during the project.

Councilmember Longenecker made a motion to approve an amendment to a Purchase Order No. 39198 from Texas Materials Group, Inc. for street repair on Dallas Street and 6th Street through an Interlocal Cooperative Purchasing Agreement with Ellis County for pavement rehabilitation and resurfacing services to increase the amount not to exceed from \$210,382.40 to \$235,113.39; and authorize the City Manager or his designee to execute necessary documents. The motion was seconded by Councilmember Gillenwater and passed 5/0.

17. Consider and take appropriate action on a Construction Agreement with Schneider Electric Buildings Americas, Inc.; and authorize the Mayor or his designee to execute necessary documents.

Mr. Holder explained that this item needs to undergo a full legal review. The Council took no action on this item.

### **ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER**

18. Receive an update and discussion regarding the following:
  - a. Discussion Items Report (DIR)
  - b. STAR Transit Ridership Report - April 2026
  - c. Careflite Compliance Report - April 2026

- d. Fire Department Monthly Report - April 2026
- e. Police Department Monthly Report - April 2026
- f. Development Services Monthly Report - April 2026
- g. Monthly Calendars Attached

Mr. Holder gave an update on the above-stated items.

**EXECUTIVE SESSION**

Mayor Jordan recessed into Executive Session at 7:19 p.m.

- 19. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
  - a. Section 551.071. Consultation with Attorney (1) to seek advice from the City Attorney regarding: (A) pending or contemplated litigation; (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: development agreements, contractual obligations, and ordinances; Enclave Development

**RECONVENE INTO OPEN SESSION** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session.

Mayor Jordan reconvened into open session at 7:35 p.m.

- 20. Consider and take appropriate action, if any, on matters discussed in Executive Session.
- There were no actions required on matters discussed in the Executive Session.

**ADJOURNMENT**

There being no further business, Mayor Jordan adjourned the meeting at 7:35 p.m.

ATTEST:

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**JEFF JORDAN**  
**MAYOR**

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**JESSIE HANKS**  
**CITY SECRETARY**



**Meeting**  
**Date: 6/22/2026**

**Date: 06/02/2026**

**Item #: 7.**

**Dept.: Development**  
**Services**

**PZ Item**

**SUBJECT:**

Consider and take appropriate action on a **Site Plan** for **Harmony Bank**, Kings Fort Addition, Block F, Lot 3, consisting of 1.102 acres (Property ID 240766), located within the D. Falcon Survey, Abstract No. 151, in the City of Kaufman, Kaufman County, Texas, and generally located at 815 Kings Fort Parkway. (Case No. SP-01-26)

**BACKGROUND:**

See the attached June 2, 2026, Planning and Zoning Commission Report and attachments.

Author:

Martin Mares, Senior Planner

Reviewed:

Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of a Site Plan for Harmony Bank.**



## **Planning and Zoning Commission Report**

**Meeting Date: June 2, 2026**

**SUBJECT:** Consider and make a recommendation to City Council for a Site Plan for Harmony Bank, Kings Fort Addition, Block F, Lot 3, situated on 1.102 acres of land (Property ID 240766), out of the D. Falcon Survey, Abstract No. 151, in the City of Kaufman, Kaufman County, Texas, said property being generally located in the 815 Kings Fort Parkway. (Case No. SP-01-26)

### **SUMMARY:**

The applicant is requesting approval of a **Site Plan (SP-01-26)** revision for the construction Harmony Bank. The subject property is zoned Planned Development-15 (PD-15) for Highway Commercial uses. Harmony Bank is considered a financial institution with drive-thru service which is permitted within this Planned Development (PD-15) district.

Development standards for the site are outlined in the Planned Development ordinance (PD-15). Any standards not specifically addressed in Planned Development default to the Highway Commercial regulations in the Kaufman Development Code.

The Site Plan was heard by Planning and Zoning Commission and then approved by City Council on April of 2026. The applicant in discussion with neighboring properties has decided to modify the approved site plan and the change in circulation prompts the review of a new site plan.

### **Updated Site Plan**

The site plan approved by City Council in April included a cross-access and fire lane configuration that extended along the full perimeter of the property with two access points. The updated plan modifies this layout to include only one driveway access point along the frontage road on Meara Drive, rather than a second access point along Kings Fort Parkway. The applicant has indicated that when the neighboring property develops, it will provide its own separate access point. Additionally, the applicant is proposing a speed bump at the edge of the eastern property line within the fire lane.

### **Site Plan**

The site plan includes one tract designated for the development of the Harmony Bank. The lot is 1.102 acres, and the building footprint is approximately 3,075.06 square feet. A total of 16 parking spaces are required, and 24 spaces are proposed.

On the eastern side of the property, the site will include a fire access and utility easement connection, which will provide future cross-access to an adjacent tract once it develops. The northern, western, and southern sides of the property will front a right-of-way.

The site plan is substantially in compliance with the requirements of the Zoning Ordinance and PD-15. Teller lanes are also proposed and provide adequate queuing and escape lanes, as required.

### **Building Elevations**

Per the Planned Development, all buildings and walls are required to have at least eighty percent (80%) masonry exterior sheathing, excluding windows and doors. Glass block, stucco, split block, tilt-wall, and similar materials may be counted as masonry. Up to forty percent (40%) of the required masonry may be met with EIFS or Hardie Plank, provided it is installed at a height of eight feet (8') above the ground or higher.

The Harmony Bank building incorporates brick and cast stone for the majority of the structure, as shown on the façade plans. The building meets the minimum eighty percent (80%) masonry requirement, with each elevation exceeding ninety percent (90%) masonry.

### **Landscaping**

The proposed development exceeds the minimum landscape requirements for nonresidential parcels, which require at least fifteen percent (15%) of the street yard to be devoted to living landscaped area. The total street yard area is 39,857 square feet, requiring a minimum of 5,979 square feet (15%) of landscaping. The proposal provides 16,874 square feet (42%), significantly exceeding the minimum requirement.

A minimum ten-foot (10') landscape buffer yard is provided along all adjacent rights-of-way, in compliance with the Zoning Ordinance. Along King Fork Parkway (86 linear feet), the site provides the required buffer, three (3) large trees, and fifty-two (52) shrubs, exceeding the required eighteen (18) shrubs. Along Meara Drive (303 linear feet), the proposal includes the required buffer, eight (8) large trees, and seventy-nine (79) shrubs, exceeding the required sixty-one (61) shrubs. Along U.S. Highway 175 (250 linear feet), the required buffer is provided with seven (7) small trees in lieu of large trees due to overhead utility lines, along with 147 shrubs, exceeding the required fifty (50) shrubs.

Parking lot landscaping meets ordinance requirements. A total of nine (9) trees are required; however, only six (6) trees are located at the terminus of parking rows. The remaining three (3) required trees have been redistributed to other areas of the site in accordance with PD-15.

PD-15 allows the City-required landscaping within the interior of the parking lot to be relocated to the perimeter of the parking lot. This may include, but is not limited to, landscaping at the terminus of parking rows and within street yard areas. A reduction in the required landscape area or the number of trees below what is required by the Kaufman Zoning Ordinance is not permitted; however, the required landscape area and trees may be placed along the perimeter of the lot rather than within the interior parking field.

The landscaping, quantity, and spacing are in adherence with the Zoning Ordinance requirements and PD-15 requirements.

**SURROUNDING ZONING AND EXISTING LAND USES:**

	<b>Zoning</b>	<b>Existing Land Use</b>
<b>North:</b>	<b>Planned Development</b>	<b>Kaufman Business Park (across SH 175)</b>
<b>East:</b>	<b>Planned Development</b>	<b>Vacant land/ Brakes Plus</b>
<b>South:</b>	<b>Planned Development</b>	<b>Vacant land</b>
<b>West:</b>	<b>Planned Development</b>	<b>Lone Star Credit Union</b>



**COMPREHENSIVE PLAN:**

**Land Use Plan:**

The 2014 Future Land Use Plan designates the future land use of the subject property as Future Commercial uses. The property is zoned “PD-15 Highway Commercial”, which allows for commercial uses listed in the Kaufman Zoning Ordinance. The proposed use is in conformance with the 2014 Future Land Use Plan and the Commercial zoning regulations.

**THOROUGHFARE PLAN:**

The Thoroughfare Plan designates SH 34 as a major regional arterial (Type AA; 6 lanes), with a right-of-way width of 120 feet. Kings Fort Parkway is designated as a major collector (Type C; 4 lanes), with a right-of-way width of 80 feet. Meara Drive is designated with a 60-foot right-of-way. The necessary right-of-way for the thoroughfares already exists at this location.

**RECOMMENDATION:**

Staff recommend approval of the Site Plan for Harmony Bank.

**ATTACHMENTS:**

- Exhibit A – Location Map
- Exhibit B – Site Plan
- Exhibit C – Elevations/Facade Plan
- Exhibit D – Landscape Plan

Martin Mares  
 Senior Planner  
 972-932-2216 ext. 141  
[mmares@kaufmantx.org](mailto:mmares@kaufmantx.org)

# Location Map

## EXHIBIT A

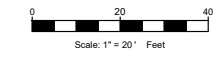


FLOOD PLAIN NOTE

THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) ACCORDING TO THE FLOOD INSURANCE COMMUNITY-PANEL NUMBER 48257C0310D, EFFECTIVE DATE JULY 3, 2012. FLOOD ZONE IS DETERMINED BY GRAPHIC SCALING ONLY.

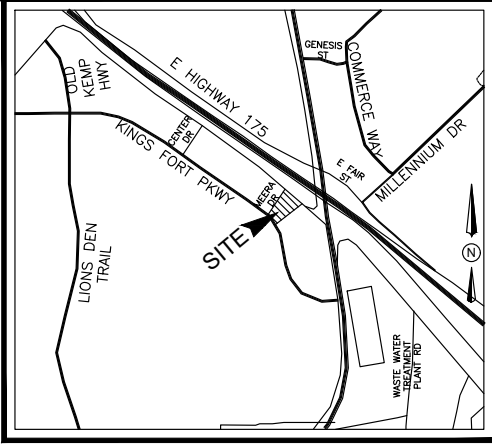
SITE NOTES

- NO DUMPSTERS WILL BE LOCATED ON SITE.
- ALL SIGNS LOCATED ON SITE ARE CONCEPTUAL AND WILL REQUIRE SEPARATE APPROVAL THROUGH A SIGN PERMIT.



EASEMENT/SETBACK LEGEND

BUILDING SET BACK	B.S.
LANDSCAPE SETBACK	L.S.
FIRE LANE, ACCESS & UTILITY EASEMENT	F.A.U.E.
FIRE LANE, ACCESS & DRAINAGE EASEMENT	F.A.D.E.
FIRE LANE, ACCESS, UTILITY & DRAINAGE EASEMENT	F.A.U.D.E.
SANITARY SEWER EASEMENT	S.S.E.
WATER EASEMENT	W.E.
ELECTRICAL EASEMENT	E.E.
UTILITY EASEMENT	U.E.
DRAINAGE EASEMENT	D.E.



VICINITY MAP

N.T.S.

**SITE DATA SUMMARY TABLE**

LOT	1
EXISTING ZONING	HC PD-15
PROPOSED USE	FINANCIAL INSTITUTION
GROSS LOT AREA (S.F.)	47,998
GROSS LOT AREA (ACRES)	1.102
ROW DEDICATION AREA (S.F.)	
NET LOT AREA (S.F.)	47,998
NET LOT AREA (ACRES)	1.102
TOTAL FINANCIAL INSTITUTION (BANK) AREA (S.F.)	3,075
TOTAL BUILDING FLOOR AREA (S.F.)	3,075
LOT COVERAGE	6.41%
FLOOR AREA RATIO (FAR)	0.064
PROPOSED STREET YARD AREA	40,005
REQUIRED LANDSCAPE AREA	15%
	S.F. 6,001
PROPOSED STREET YARD LANDSCAPE AREA (S.F.)	21,272
PROPOSED INTERIOR LANDSCAPE AREA (S.F.)	1,002
PROPOSED TOTAL LANDSCAPE AREA (S.F.)	22,273
PROPOSED USABLE LANDSCAPE AREA (%)	46.40%
OVERALL LOT IMPERVIOUS AREA	25,725

**PARKING REQUIREMENTS:**

PARKING REQUIREMENTS FOR FINANCIAL INSTITUTION	1 PER 200 SF GFA
<b>REQUIRED PARKING TOTAL</b>	<b>16</b>
REQUIRED TOTAL HANDICAP SPACES (1 PER 25 SPACES)	1
PROVIDED PARKING - REGULAR	22
PROVIDED PARKING - HANDICAP	2
<b>TOTAL PARKING SPACES PROVIDED</b>	<b>24</b>

**NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.**

**SITE LEGEND**

CONCRETE CURB	[Symbol]
SAW-CUT LINE	[Symbol]
FENCE	[Symbol]
FIRE LANE	[Symbol]
STRIPING	[Symbol]
PARKING SPACES	[Symbol]
MONUMENT/PLON SIGN	[Symbol]
WHEEL STOPS	[Symbol]
HANDICAP LOGO	[Symbol]
HANDICAP SIGN	[Symbol]
RAMP	[Symbol]
BOLLARD	[Symbol]
TRAFFIC ARROW	[Symbol]
FIRE HYDRANT	[Symbol]
DUMPSTER	[Symbol]
SANITARY SEWER MANHOLE	[Symbol]
SANITARY SEWER CLEANOUT	[Symbol]
SANITARY SEWER DOUBLE CLEANOUT	[Symbol]
SANITARY SEWER SAMPLE PORT	[Symbol]
GREASE TRAP	[Symbol]
DOMESTIC WATER METER	[Symbol]
IRRIGATION METER	[Symbol]
GAS METER	[Symbol]
TRANSFORMER	[Symbol]
LIGHT POLE	[Symbol]
POWER POLE	[Symbol]

**BUILDING DATA SUMMARY TABLE**

LOTS	BUILDING NAME	STORY	HEIGHT	USE	BLDG AREA (SF)	TOTAL (SF)
1	Financial Institution	1	30'-00"	Bank	3,075	3,075

**PARKING DATA SUMMARY TABLE BY USE**

LOTS	USE	TOTAL FLOOR AREA (SF)	PARKING REQUIREMENTS	PARKING REQUIRED	PARKING PROVIDED			PARKING RATIO PROVIDED
					REGULAR	HANDICAP SPACES	TOTAL	
1	Financial Institution	3,075	1 PER 200 SF	16	22	2	24	1.50

**EXISTING LEGEND**

BOUNDARY LINE	[Symbol]
ADJUSTER BOUNDARY LINE	[Symbol]
EASEMENT LINE (AS NOTED)	[Symbol]
WATER LINE	[Symbol]
SEWER LINE	[Symbol]
STORM DRAIN LINE (AS NOTED)	[Symbol]
OVERHEAD ELECTRIC LINE	[Symbol]
SET (IRON ROD) (AS NOTED)	[Symbol]
FOUND IRON ROD (AS NOTED)	[Symbol]
"X" CUT FOUND	[Symbol]
"X" CUT SET	[Symbol]
WATER METER	[Symbol]
FIRE HYDRANT	[Symbol]
SANITARY SEWER MANHOLE	[Symbol]
CABLE VAULT	[Symbol]
UTILITY VAULT	[Symbol]
FIBER OPTIC MARKER	[Symbol]
WATER VALVE	[Symbol]
STORM MANHOLE	[Symbol]
LIGHT POLE	[Symbol]
POWER POLE	[Symbol]
BENCH MARK	[Symbol]
CONTROL MONUMENT	[Symbol]
D.P.A.C.C.T. OFFICIAL PUBLIC RECORDS	[Symbol]
OSLAIN COUNTY, TEXAS	[Symbol]
M.R.C.C.T. MAP RECORDS	[Symbol]
OSLAIN COUNTY, TEXAS	[Symbol]

SITE GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
- THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
- WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
- ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERE TO.
- THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
- THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

BENCHMARK

THE BENCHMARKS AND ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) BY USING GPS OBSERVATIONS IN CONJUNCTION WITH ALL TERRA RTK NETWORK.

**OTHER BENCHMARKS:**

**BENCHMARK NO. 1**  
FROM THE MOST WESTERLY CORNER NORTH 28.37 FEET  
THENCE WEST 56.81 FEET TO A SQUARE CUT "X" IN  
CONCRETE. ELEVATION = 414.54'

**BENCHMARK NO. 2**  
FROM THE MOST SOUTHERLY CORNER SOUTH 190.38 FEET  
THENCE EAST 14.46 FEET TO A SQUARE CUT "X" IN  
CONCRETE. ELEVATION = 414.59'

SITE PLAN

HARMONY BANK

CONSTRUCTION PLANS

815 KINGS FORT PARKWAY, CITY OF KAUFMAN  
KAUFMAN COUNTY, TX 75142  
KINGS FORT ADDITION, BLOCK F, LOT 3



T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com  
W: triangle-engr.com | O: 1782 W. McDermott Drive, Allen, TX 75013

Planning	Civil Engineering	Construction Management
P.E.	DES.	DATE
KP	RK	03/06/26
SCALE	PROJECT NO.	SHEET NO.
SCALE BAR	011-26	C-3.0
TX. P.E. FIRM #11525		

FLOOD PLAIN NOTE

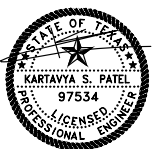
THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) ACCORDING TO THE FLOOD INSURANCE COMMUNITY-PANEL NUMBER 48257C0310D, EFFECTIVE DATE JULY 3, 2012. FLOOD ZONE IS DETERMINED BY GRAPHIC SCALING ONLY.

**!! WARNING !!**

EXISTING UTILITIES IN THE AREA. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE PROVIDER PRIOR TO START OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.



NO.	DATE	DESCRIPTION	BY
1	03/06/26	1ST CITY SUBMITTAL	KP
2	03/25/26	2ND CITY SUBMITTAL	KP
3	03/31/26	3RD CITY SUBMITTAL	KP
4	04/21/26	4TH CITY SUBMITTAL	KP
5	05/26/26	5TH CITY SUBMITTAL (REVISED SP)	KP
.	.	.	.
.	.	.	.



05/26/26



entos  
design

5400 LBJ Freeway, Suite 125, Dallas, Texas 75240  
T 972 770 2222 | www.entosdesign.com

ISSUED FOR PRELIMINARY  
PURPOSES ONLY.

THESE DOCUMENTS MAY NOT BE USED  
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PERMITTING OR CONSTRUCTION.

These drawings are assumed to be complete and final. It shall be the tenant/client's responsibility to review and bring in writing any design discrepancies to the designer's attention. Any design changes will be at additional expense. The designer shall not be held responsible for city, state and federal code/regulation authority's interpretations.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_



NOTE: ALL FINAL FINISHES ARE BASED ON CONCEPTUAL DESIGN. FINAL SPECIFICATIONS MAY VARY.

No.	Revision	Date

ISSUE STATUS: DESIGN DEVELOPMENT  
ISSUE DATE: 2026-03-03

## HARMONY BANK

815 KINGS FORT PARKWAY  
KAUFMAN, TEXAS

PROJECT #: 25-1148-L003

SHEET TITLE  
**ARCHITECTURAL SITE  
- RENDERING**

SHEET NUMBER © 2025

# A0.30

Page 21 of 290



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Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Harmony Bank – Elevation Facade Area Takeoff								
Elevation	Total Facade SF	Masonry SF	Glazing SF	Canopy SF	Masonry %	Glazing %	Canopy %	Masonry % (w/out glazing)
North	1,136	1,015	65	56	89.3%	5.7%	4.9%	94.8%
West	1,421	1,074	242	105	75.6%	17.0%	7.4%	91.1%
South	1,162	1,028	66	68	88.5%	5.7%	5.9%	93.8%
East	1,400	1,280	74	45	91.4%	5.3%	3.2%	96.5%
<b>Building Total</b>	<b>5,119</b>	<b>4,397</b>	<b>447</b>	<b>274</b>	<b>85.9%</b>	<b>8.7%</b>	<b>5.4%</b>	<b>94.1%</b>



BERMUDA BLUE - GLEN GERY



AZUL - GLEN GERY



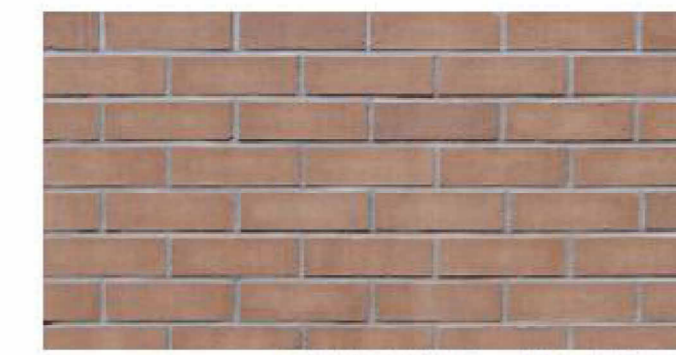
RAVENSWOOD - ENDICOTT



MANAGANESE IRONSPOT - ENDICOTT



WHITE LIMESTONED - DALLAS CAST STONE



DUNSMUIR - MCNEAR



OLD BRICK AUSTIN - NOVACERAMIC



LEATHER HONEY - LA COVADONGA

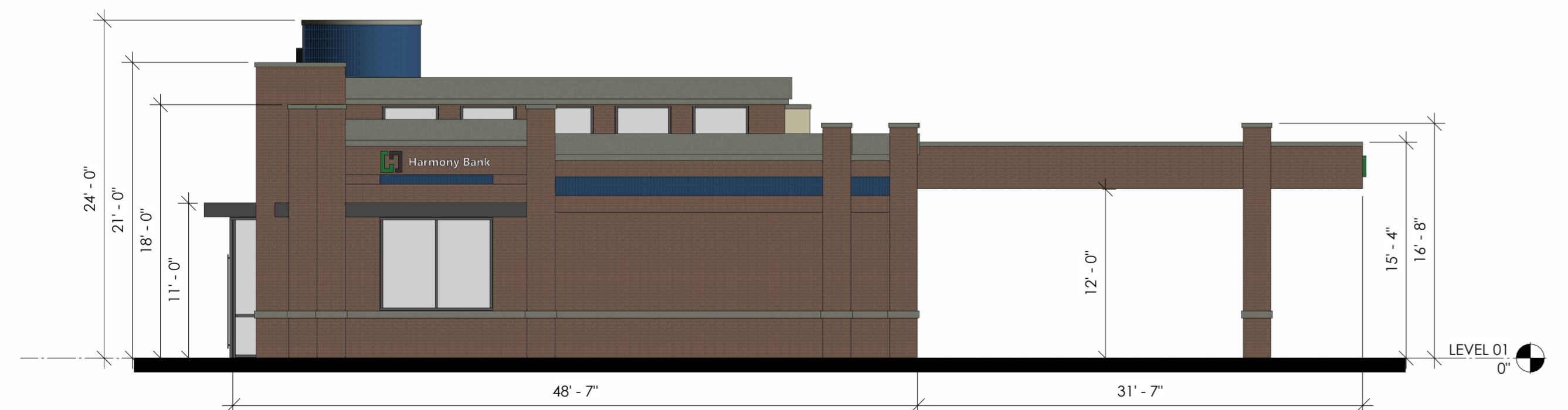
- PROPOSED FACADE MATERIALS:
- BRICK AND CAST STONE
  - 100% MASONRY EXCEPT FOR GLASS AND DOORS



**04 EAST ELEVATION**  
SCALE: 1/8" = 1'-0"



**02 SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**03 WEST ELEVATION**  
SCALE: 1/8" = 1'-0"



**01 NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"

No.	Revision	Date

ISSUE STATUS: PRELIM SITE PLAN  
ISSUE DATE: 2026-03-03

**HARMONY BANK**

815 KINGS FORT PARKWAY  
KAUFMAN, TEXAS

PROJECT #: 25-1148-L003  
PM: NICK LEWIS

SHEET TITLE  
**ARCHITECTURAL SITE-ELEVATIONS**

SHEET NUMBER © 2025

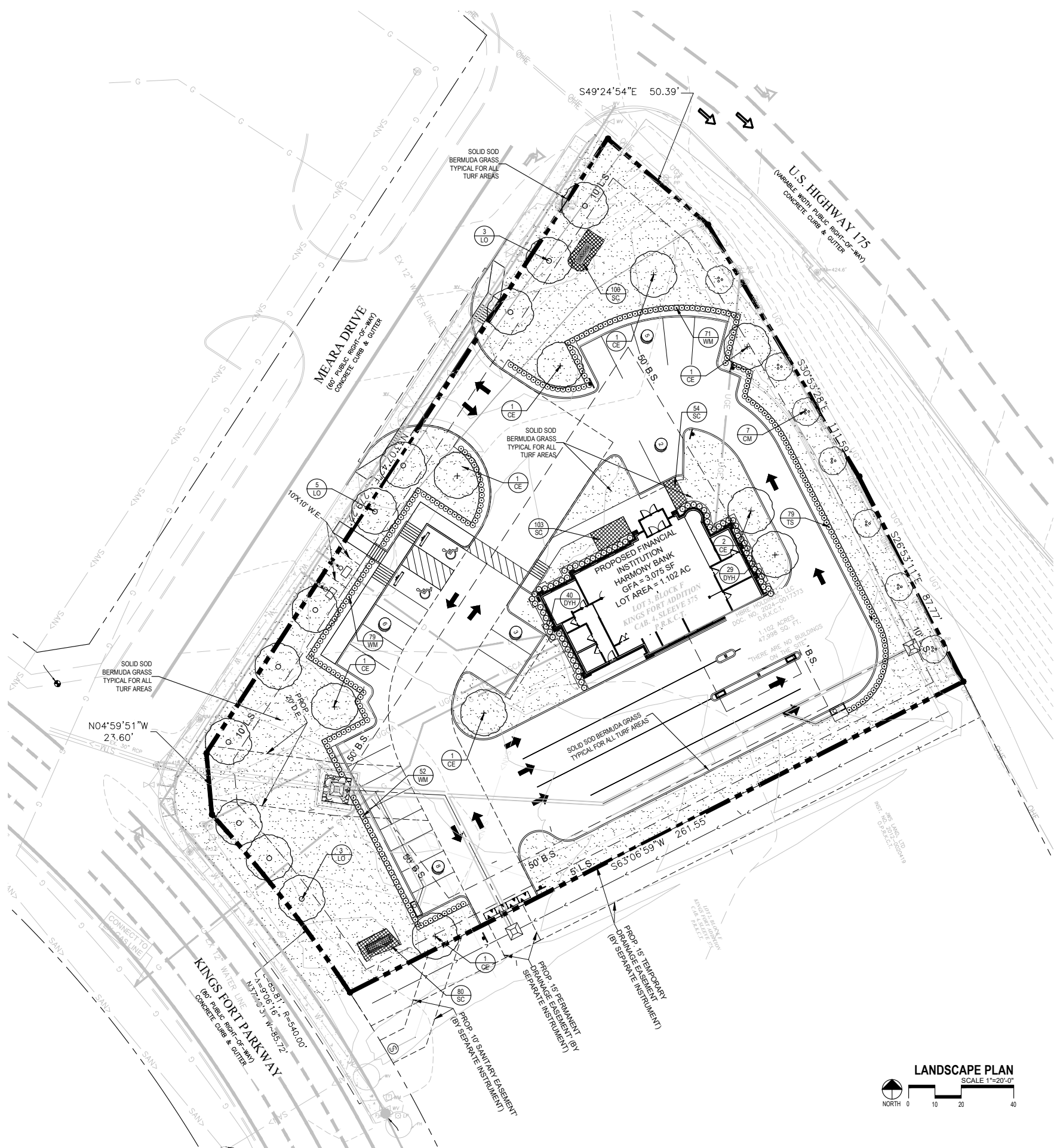
**A0.31**



LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1782 W. McDERMOTT DR.  
ALLEN, TEXAS 75013  
(469) 369-4448  
CHRIS@STUDIOGREENSPOT.COM



**HARMONY BANK  
815 KINGS FORT PARKWAY  
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS**



- LANDSCAPE NOTES**
- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
  - CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
  - CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
  - CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
  - ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
  - ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
  - ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

- GENERAL LAWN NOTES**
- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
  - ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
  - ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
  - IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
  - ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
  - ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
  - CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

- SOLID SOD NOTES**
- FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
  - ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
  - ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
  - CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
  - PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
  - ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
  - WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
  - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
  - CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

**LANDSCAPE TABULATIONS**

LANDSCAPE AREA PERCENTAGE:  
REQUIREMENTS: FOR ALL NONRESIDENTIAL PARCELS AT LEAST FIFTEEN PERCENT (15%) OF THE STREET YARD SHALL BE DEVOTED TO LIVING LANDSCAPE AREA.

STREET YARD AREA = 39,857 S.F.  
REQUIRED: LANDSCAPE AREA: 5,979 S.F. (15%)      PROVIDED: LANDSCAPE AREA: 16,874 S.F. (42%)

LANDSCAPE BUFFER YARD:  
REQUIREMENTS: A MINIMUM TEN (10) FOOT LANDSCAPE BUFFER YARD IS REQUIRED ALONG ADJACENT RIGHT-OF-WAY. A MINIMUM (1) ONE LARGE TREE PER FORTY (40) LINEAR FEET OF STREET FRONTAGE. A MINIMUM TEN (10) SHRUBS PER FORTY (50) LINEAR FEET OF STREET FRONTAGE.

KING FORK PARKWAY = 86 L.F.  
REQUIRED: 10' LANDSCAPE BUFFER (3) LARGE TREES (18) SHRUBS      PROVIDED: 10' LANDSCAPE BUFFER (3) LARGE TREES (52) SHRUBS

MEARA DRIVE = 303 L.F.  
REQUIRED: 10' LANDSCAPE BUFFER (8) LARGE TREES (61) SHRUBS      PROVIDED: 10' LANDSCAPE BUFFER (8) LARGE TREES (79) SHRUBS

U.S. HWY 175 = 250 L.F.  
REQUIRED: 10' LANDSCAPE BUFFER (7) LARGE TREES (50) SHRUBS      PROVIDED: 10' LANDSCAPE BUFFER (7) SMALL TREES (OVERHEAD POWER LINES) (147) SHRUBS

PARKING LOT LANDSCAPE:  
REQUIREMENTS: ONE TREE TO BE LOCATED AT THE END OF EACH ROW OF PARKING.  
REQUIRED: (6) LARGE TREES      PROVIDED: (6) LARGE TREES

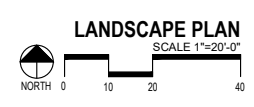
INTERNAL LANDSCAPE REQUIREMENT: NONE  
REQUIRED: (0) LARGE TREES      PROVIDED: (3) LARGE TREES

**PLANT MATERIAL SCHEDULE**

TREES				
TYPE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
CE	9	Cedar Elm	<i>Ulmus crassifolia</i>	2" cal. container, 12' ht., 6" spread, 5' clear straight trunk
CM	7	Crape Myrtle	<i>Lagerstroemia indica</i>	2" cal. container, 8' ht., 4" spread, 3 or 5 caines
LO	11	Live Oak	<i>Quercus virginiana</i>	2" cal. container, 12' ht., 6" spread, 5' clear straight trunk
SHRUBS				
TYPE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
DYH	65	Dwarf Yaupon Holly	<i>Ilex vomitoria</i>	5 gal. container, 24" ht., 20" spread
TS	79	Texas Sage	<i>Leucophyllum frutescens</i>	5 gal. container, 24" ht., 20" spread
WM	205	Wax Myrtle	<i>Myrica celtica</i>	5 gal. container, 24" ht., 20" spread
GROUNDCOVERS				
TYPE	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
SC	275	Seasonal Color '419' Bermudagrass	<i>Cynodon dactylon</i> '419'	4" pots solid sod full container, well rooted refer to solid sod notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees are to be measured at Diameter Breast Height (dbh). Trees to have straight trunks and be matching within varieties.

\* PER THE CITY OF KAUFMAN PROPOSED TREES ARE TO BE MEASURED 12 INCHED FROM THE TOP OF THE BOOT BALL



**ISSUE:**  
FOR APPROVAL 02.27.2026  
CITY COMMENTS 03.23.2026  
CITY COMMENTS 03.31.2026  
CITY COMMENTS 04.02.2026  
CITY COMMENTS 04.17.2026  
SITE PLAN UPDATED 05.26.2026

**DATE:**  
05.26.2026

**SHEET NAME:**  
LANDSCAPE PLAN

**SHEET NUMBER:**

L.1



LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1762 W. McDERMOTT DR.  
ALLEN, TEXAS 75013  
(469) 369-4448  
CHRIS@STUDIOWGREENSPOT.COM



05.26.2026

**SECTION 02900 - LANDSCAPE**

**PART 1 - GENERAL**

**1.1 REFERENCED DOCUMENTS**

Refer to bidding requirements, special provisions, and schedules for additional requirements.

**1.2 DESCRIPTION OF WORK**

Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

1. Planting (trees, shrubs, and grass)
2. Bed preparation and fertilization
3. Notification of sources
4. Water and Maintenance until final acceptance
5. Guarantee

**1.3 REFERENCE STANDARDS**

- A. American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1960, Edition; by American National Standards Institute, Inc. (Z60.1) – plant material.
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards.
- D. Hortis Third, 1976 - Cornell University

**1.4 NOTIFICATION OF SOURCES AND SUBMITTALS**

- A. The Contractor shall, within ten (10) days following acceptance of bid, notify the Architect/Owner of the sources of plant materials and bed preparation required for the project.
- B. Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, and crushed stone. Samples shall be approved by Architect before use on project.
- C. Product Data: Submit complete product data and specifications on all other specified materials.
- D. Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for Architect's approval. When approved, tag, install, and maintain as representative samples for final installed plant materials.
- E. File Certificates of Inspection of plant material by state, county, and federal authorities with Architect, if required.
- F. Soil Analysis: Provide sandy loam soil analysis if requested by the Architect.

**PART 3 - EXECUTION**

**3.1 BED PREPARATION & FERTILIZATION**

- A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- B. All planting areas shall be conditioned as follows:
  1. Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per manufacturers recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
  2. All planting areas shall receive a two (2") inch layer of specified mulch.
  3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.
- C. Grass Areas:
  1. Areas to be Solid Sod Bermudagrass: Blocks of sod should be laid joint to joint, (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.
  2. Areas to be Hydromulch Common Bermudagrass: Hydromulch with bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. Use a 4" x 8" batter board against the bed areas.

**3.2 INSTALLATION**

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
- B. Plant materials shall be delivered to the site only after the beds are prepared and area ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- C. Position the trees and shrubs in their intended location as per plan.
- D. Notify the Landscape Architect for inspection and approval of all positioning of plant materials.
- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

**3.3 CLEANUP AND ACCEPTANCE**

- A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing at end of each days work.

END OF SECTION

**JOB CONDITIONS**

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the finish grade of sidewalks, drives, and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. General Contractor shall provide topsoil as described in Section 02200 - Earthwork.
- C. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

**1.6 MAINTENANCE AND GUARANTEE**

- A. Maintenance:
  1. The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show a healthy growth and satisfactory foliage conditions.
  2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
  3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by Owner and Landscape Contractor will be completed prior to written acceptance.
  4. After final acceptance of installation, the Landscape Contractor will not be required to do any of the above listed work.
- B. Guarantee:
  1. Trees shall be guaranteed for a twelve (12) month period after acceptance. Shrubs and groundcover shall be guaranteed for twelve (12) months. The Contractor shall replace all dead material as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry has been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
    - a. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
    - b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
    - c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-inspected for full compliance with Contract requirements. All replacements are to be included under "Work" of this section.

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a completed, undamaged condition, and there is a stand of grass in all lawn areas. At this time, the Owner will assume maintenance on the accepted work.

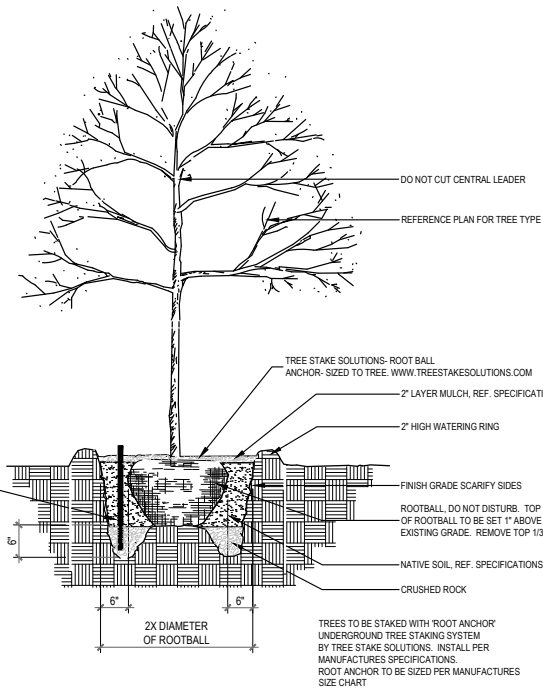
- C. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting, and in the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense of the Landscape Contractor.

**1.7 QUALITY ASSURANCE**

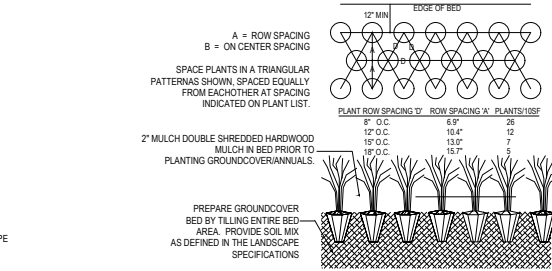
- A. General: Comply with applicable Federal, State, County and Local regulations governing landscape materials and work.
- B. Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- C. Selection of Plant Material:
  1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will insure the purchased materials will meet and/or exceed project specifications.
  2. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
  3. Owner and/or Architect shall inspect all plant materials when reasonable at place of growth for compliance with requirements for genus, species, cultivar/variety, size and quality.
  4. Owner and/or Architect retains the right to further inspect all plant material upon arrival at the site and during installation for size and condition of root balls, limbs, branching habit, insects, injuries, and latent defects.
  5. Owner and/or Architect may reject unsatisfactory or defective material at any time during the process of work. Reject materials from the site immediately. Plants damaged in transit or at job site shall be rejected.

**1.8 PRODUCT DELIVERY, STORAGE AND HANDLING**

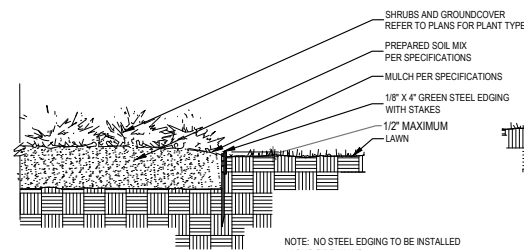
- A. Preparation:
  1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
  2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.



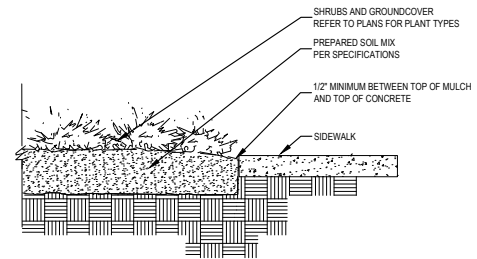
**01 TREE PLANTING DETAIL**  
NOT TO SCALE



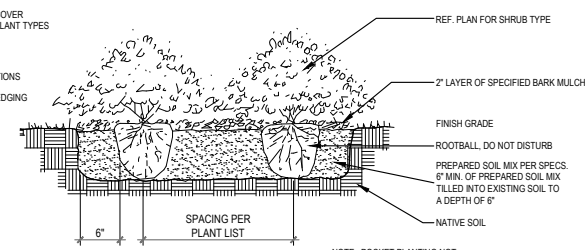
**02 GROUNDCOVER PLANTING DETAIL**  
NOT TO SCALE



**04 STEEL EDGING DETAIL**  
NOT TO SCALE



**03 SIDEWALK / MULCH DETAIL**  
no steel along sidewalks NOT TO SCALE



**05 SHRUB PLANTING DETAIL**  
NOT TO SCALE

**HARMONY BANK  
815 KINGS FORT PARKWAY  
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS**

ISSUE:  
FOR APPROVAL 02.27.2026  
CITY COMMENTS 03.31.2026

DATE:  
05.26.2026

SHEET NAME:  
LANDSCAPE SPECIFICATIONS

SHEET NUMBER:

**L.2**



**Meeting**  
**Date: 6/22/2026**

**Date: 06/02/2026**

**Item #: 8.**

**Dept.: Development**  
**Services**

**PZ Item**

**SUBJECT:**

Consider and take appropriate action on a **Site Plan** for **Waffle House**, consisting of 1.3 acres (Property ID 5365), located within the D Falcon, Tract 590, in the City of Kaufman, Kaufman County, Texas, and generally located at 2210 Tabor Parkway. (Case No. SP-03-26)

**BACKGROUND:**

See the attached June 2, 2026, Planning and Zoning Commission Report and attachments.

**Author:**

Martin Mares, Senior Planner

**Reviewed:**

Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of a Site Plan for Waffle House.**



## **Planning and Zoning Commission Report**

**Meeting Date: June 2, 2026**

**SUBJECT:** Consider and make a recommendation to City Council on a Site Plan for **Waffle House**, consisting of 1.26 acres (Property ID 5365), located within the D Falcon, Tract 590, in the City of Kaufman, Kaufman County, Texas, and generally located at 2210 Tabor Parkway. (Case No. SP-03-26)

### **SUMMARY**

The applicant is requesting approval of a Site Plan (SP-03-26) for the development of a **Waffle House** restaurant. The subject property is zoned Commercial District (C), and the development is proposed on a vacant, unimproved tract. The proposed use is considered a restaurant without drive-through services, which is allowed by right in the Commercial District.

### **Site Plan**

The site plan includes one tract designated for the development of Waffle House. The tract is approximately 1.26 acres, and the proposed building footprint is approximately 1,913 square feet. The development includes a 10-foot landscape strip along the front street frontage and complies with the required setbacks, including a 25-foot front yard setback, 15-foot side yard setbacks adjacent to the street, and a 20-foot rear yard setback.

Parking requirements for restaurants are based on the greater of the following calculations: one parking space per 100 square feet of seating/waiting area or one parking space per three seats under maximum occupancy. Based on these standards, a minimum of 20 parking spaces is required by code, and the applicant is proposing a total of 30 parking spaces, which exceeds the minimum parking requirement.

A 5-foot sidewalk is proposed along the street frontage. Elevations provided in Exhibit C show the proposed building will feature a brick facade.

### **Landscaping**

The proposed development complies with the landscaping requirements for both the north and south street frontages, including street yard landscaping and terminal landscape areas.

For the north street frontage, the site includes approximately 130 linear feet of frontage. A minimum of 15% landscaping (168.9 square feet) is required, while approximately 473 square feet (42%) is provided. A total of 3.25 trees are required at a ratio of one tree per 40 linear feet of frontage, and four (4) trees are proposed. Additionally, 26 shrubs are required, and 30 shrubs are provided.

For the south street frontage, the site includes approximately 172 linear feet of frontage. A minimum of 15% landscaping (176.25 square feet) is required, while approximately 475 square feet (40%) is provided. A total of 4.3 trees are required, and five (5) trees are proposed. A total

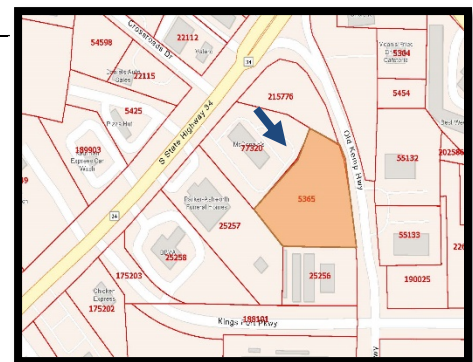
of 35 shrubs are required, and 31 Dwarf Burford Holly shrubs are provided, with four (4) shrubs transferred to the northern frontage to meet required planting counts.

The Development Code also requires terminal landscape islands at the ends of parking rows. Along the street frontage on Old Kemp Highway, these terminal islands are located beneath existing overhead utility lines. In accordance with the Kaufman Zoning Code, “Only shrubs and groundcovers (i.e., no trees) shall be used under existing or proposed overhead utility lines or over buried utilities.” Therefore, trees are not provided within these terminal landscape areas.

Overall, the landscaping provided exceeds the minimum required landscape area and satisfies the required tree, shrub, and terminal landscape requirements for the development.

**SURROUNDING ZONING AND EXISTING LAND USES:**

	<b>Zoning</b>	<b>Existing Land Use</b>
<b>North:</b>	<b>Commercial</b>	<b>TxDOT Vacant Land</b>
<b>East:</b>	<b>Commercial &amp; PD-14</b>	<b>Dentist Office Dialysis Clinic Nail Salon</b>
<b>South:</b>	<b>Commercial</b>	<b>Office Building Storage Buildings</b>
<b>West:</b>	<b>Commercial</b>	<b>McDonald’s Parker-Ashworth Funeral Home</b>



**COMPREHENSIVE PLAN:**

**Land Use Plan:**

The 2014 Future Land Use Plan designates the future land use of the subject property as Future Commercial uses. The property is zoned “Commercial”, which allows for commercial uses listed in the Kaufman Zoning Ordinance. The proposed use is in conformance with the 2014 Future Land Use Plan and the Commercial zoning regulations.

**THOROUGHFARE PLAN:**

The Thoroughfare Plan designates Tabor Parkway as a minor arterial (Type B; 4–6 lanes). The necessary right-of-way for the thoroughfare already exists at this location.

**RECOMMENDATION:**

Staff recommends approval of the Site Plan for Waffle House.

**ATTACHMENTS:**

- Exhibit A – Location Map
- Exhibit B – Site Plan
- Exhibit C – Elevations/Facade Plan
- Exhibit D – Landscape Plan
- Exhibit E – Photometric Plan

Martin Mares  
Senior Planner  
972-932-2216 ext. 117  
[mmares@kaufmantx.org](mailto:mmares@kaufmantx.org)

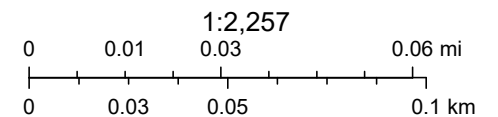
# Waffle House Location

## EXHIBIT A



5/15/2026, 9:14:18 AM

 Parcels

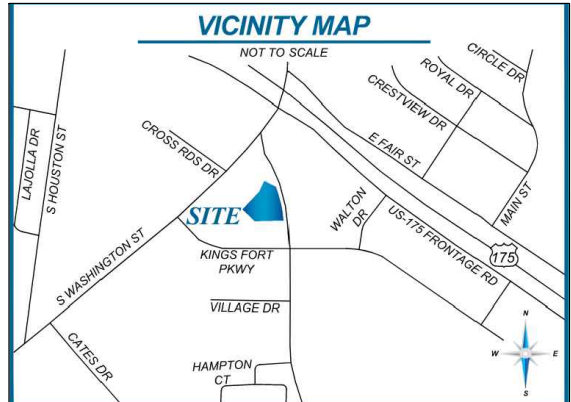
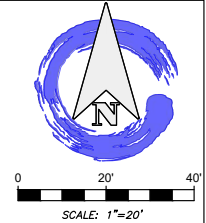


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Kaufman County Appraisal District, BIS Consulting - [www.bisconsulting.com](http://www.bisconsulting.com)

**LEGEND**

- PROPERTY LINE
- BUFFER LINE
- SETBACK LINE
- 6" HEADER CURB
- EXISTING CONCRETE
- PROPOSED 4000 PSI CONCRETE FOR SIDEWALKS
- PROPOSED 4000 PSI CONCRETE FOR PARKING AREAS
- FIRE LANE, ACCESS, UTILITY, AND DRAINAGE EASEMENT
- ADA DESIGNATED STALL
- PARKING SPACE COUNT

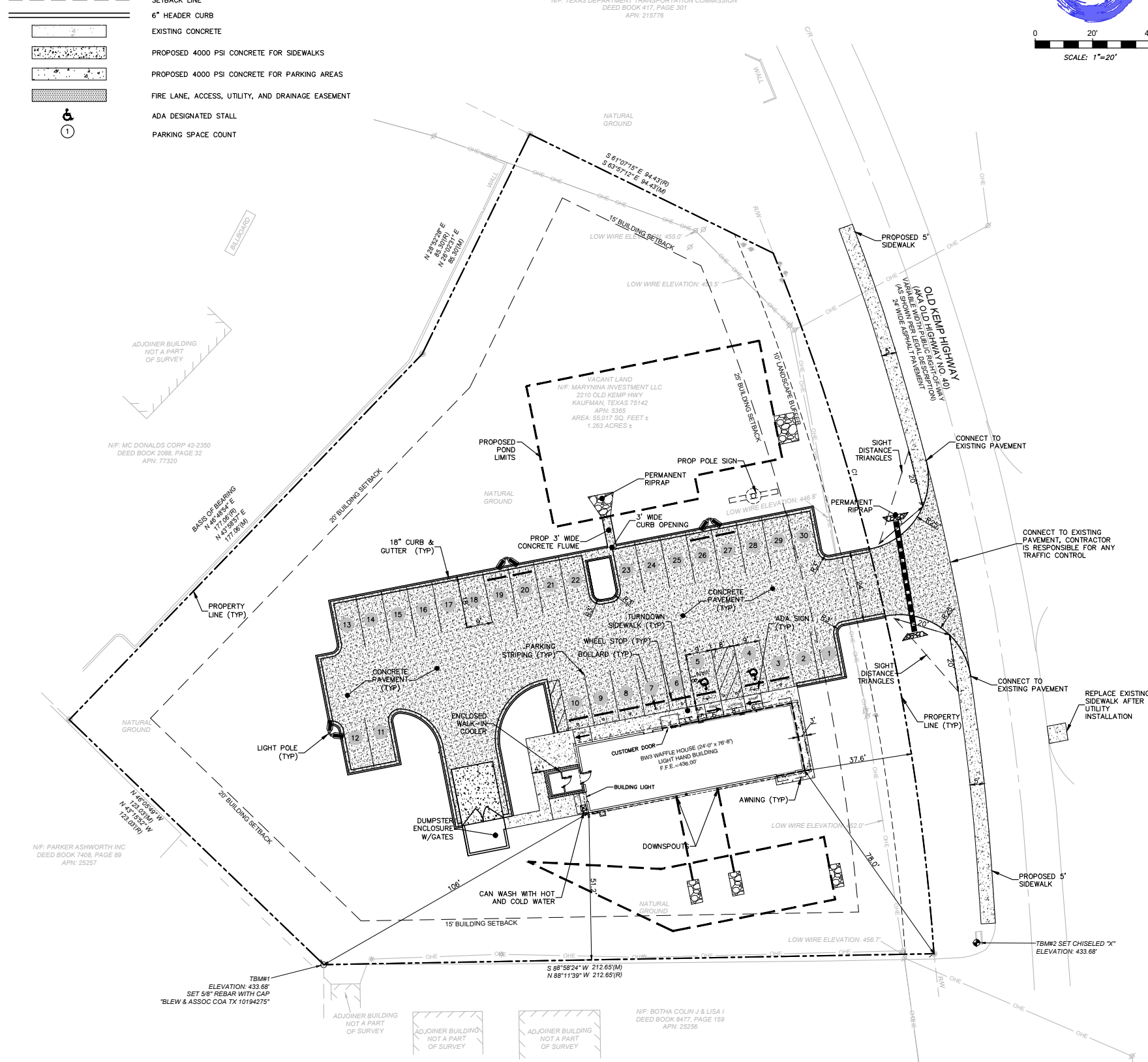


**SITE SUMMARY**

ZONING DISTRICT	COMMERCIAL
JURISDICTION	CITY OF KAUFMAN
PARCEL NUMBER	5365
EXISTING ZONING	C
PROPOSED SITE AREA	±1.26 AC (± 55,017 SF)
PROPOSED USE	RESTAURANT
PROPOSED BUILDING AREA	± 1,913 SF
TOTAL LOT COVERAGE	27%
MAX. SIGN SIZE	100-SF, 35' TALL
PROPOSED SIGN SIZE	TBD
FRONT YARD SETBACK	25'
SIDE YARD SETBACK	25' (ADJACENT TO STREET)
REAR YARD SETBACK	20'
LANDSCAPE STRIP / BUFFERS	10' (FRONT)
DRIVE AISLE WIDTH	24'
PARKING STALL DIMENSIONS	9' X18'
MINIMUM PARKING SPACES REQUIRED	20
PROPOSED PARKING SPACES	30
PARKING REQUIREMENTS:	
1 SPACE PER 100 SF OF SEATING/WAITING AREA	
1,913 SF / 100 SF = 19.13 = 20 SPACES MINIMUM	
OR	
1 SPACE FOR EVERY THREE SEATS UNDER MAXIMUM SEATING ARRANGEMENT	
34 SEATS/3 SEATS = 11 SPACES MINIMUM	

**SITE NOTES:**

1. COMPLETION OF ALL WORK SHALL BE IN ACCORDANCE THESE PLANS, SPECIFICATIONS, AS WELL AS, WITH FEDERAL, STATE AND LOCAL REGULATIONS. DEVIATION FROM THESE MAY CAUSE THE PROJECT TO BE UNACCEPTABLE.
2. PROJECT TO BE DELIVERED IN ACCORDANCE WITH AMERICANS WITH DISABILITY ACT (ADA) PER FEDERAL, STATE AND LOCAL CODES.
3. PROJECT TO BE DELIVERED IN ACCORDANCE WITH THE UNIFORM TRAFFIC CONTROL MANUAL (MUTCD), ASHTO, AS WELL AS STATE AND LOCAL REGULATIONS.
4. ARCHITECTURAL PLANS ARE TO GOVERN IN THE AREA WITHIN 5' OF THE BUILDING ENVELOPE. THIS IS TO INCLUDE BUT NOT LIMITED, TO STEPS, STOOPS, SIDEWALKS, RAMPS, HANDRAILS, ETC. SITE CONTRACTOR IS RESPONSIBLE FOR ALL WORK OUTSIDE OF THIS ENVELOPE.
5. THE FACE OF CURB AND OUTSIDE FACE OF BUILDING SHALL BE THE DIMENSIONAL REFERENCE FOR ALL SITE MEASUREMENTS AND RADII, UNLESS OTHERWISE NOTED. ALL RADII SHALL BE ASSUMED TO BE 5'; WHERE NO DIMENSION IS GIVEN.
6. CURB AND GUTTER SHALL BE 18" IN SIZE UNLESS SPECIFIED OTHERWISE.
7. EXISTING AND REMAINING FACILITIES, WHETHER ON THE PROPERTY OR ON ADJACENT PROPERTIES, SHALL BE MAINTAINED IN THEIR ORIGINAL CONDITIONS. IF DISTURBED, THESE STRUCTURES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDING ALL AS-BUILTS AND OTHER CERTIFICATIONS IN ORDER TO CAUSE THE ACCEPTANCE OF THE PROJECT BY THE CLIENT AND RELEASE OF A CERTIFICATE OF OCCUPANCY.
9. CONTRACTOR TO VERIFY THE EXISTING CONDITIONS ON WHICH THE PROJECT DESIGNS (ALL PHASES) ARE BASED AND BECOME FAMILIAR WITH ALL NECESSARY INFORMATION, WHETHER ON THE SUBJECT TRACT OR ADJACENT PROPERTIES. IF UNKNOWN CONDITIONS ARE DISCOVERED WHICH JEOPARDIZES THE SCOPE AND DELIVERY OF THE PROJECT, THE CONTRACTOR IS TO PROVIDE IMMEDIATE WRITTEN NOTIFICATION TO THE ENGINEER.
10. THE CONTRACTOR SHALL DELIVER THE CURB AND GUTTER AT A 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
11. THE CONTRACTOR SHALL DELIVER THE PARKING LOT PAINTING AND STRIPING WITH A MINIMUM OF TWO COATS OF PAINT PER PROJECT SPECIFICATIONS.
12. ALL EASEMENTS REQUIRED TO COMPLETE THE WORK, BUT NOT PROVIDED BY THE CLIENT, ARE THE RESPONSIBILITY OF THE CONTRACTOR.



**WAFFLE HOUSE – SITE PLAN SP-03-26**  
2210 OLD KEMP HIGHWAY, KAUFMAN, TEXAS 75142

REVISION DATE: 5/27/26

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1(M)	803.79'	251.45'	250.43'	S12°55'27"E
C1(R)	803.79'	251.45'	250.43'	S10°05'29"E

**DEVELOPER**  
NAME: WAFFLE HOUSE  
ADDRESS: 5986 FINANCIAL DRIVE,  
NORCROSS, GA 30071  
PHONE: 770-729-5822  
CONTACT: TYLER SCHUSTER  
EMAIL: TYLERSCHUSTER@WAFFLEHOUSE.COM

**ENGINEER**  
NAME: CONTINEO GROUP, LLC  
ADDRESS: 755 COMMERCE DRIVE, SUITE 700,  
DECATUR, GA 30030  
PHONE: 479-443-4506  
CONTACT: RON T. CRUMP, P.E.  
EMAIL: RONC@THECONTINEOGROUP.COM  
KEN HAERTEL, PM  
PHONE: 678-481-1498  
EMAIL: KENH@THECONTINEOGROUP.COM

**SURVEYOR**  
NAME: BLEW SURVEYING, LLC  
ROBERT J. WINICKI  
PHONE: 479-443-4506  
EMAIL: SURVEY@BLEWINC.COM

**PROPERTY OWNER**  
NAME: MARYNINA INVESTMENT LLC  
ADDRESS: 5109 BERKLEY DRIVE,  
MCKINNEY, TX 75070  
PHONE: 214-502-5700  
EMAIL: SCOTT@HARDESTYREALTY.COM



**CONTINEO GROUP**  
755 COMMERCE DRIVE  
SUITE 700  
DECATUR, GA 30030  
770.335.9403  
www.icg.engineer



"A UNIQUE AMERICAN PHENOMENON"  
**WAFFLE HOUSE**  
"AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO WORK"  
5986 Financial Drive, Norcross, GA 30071  
(770) 729-5700

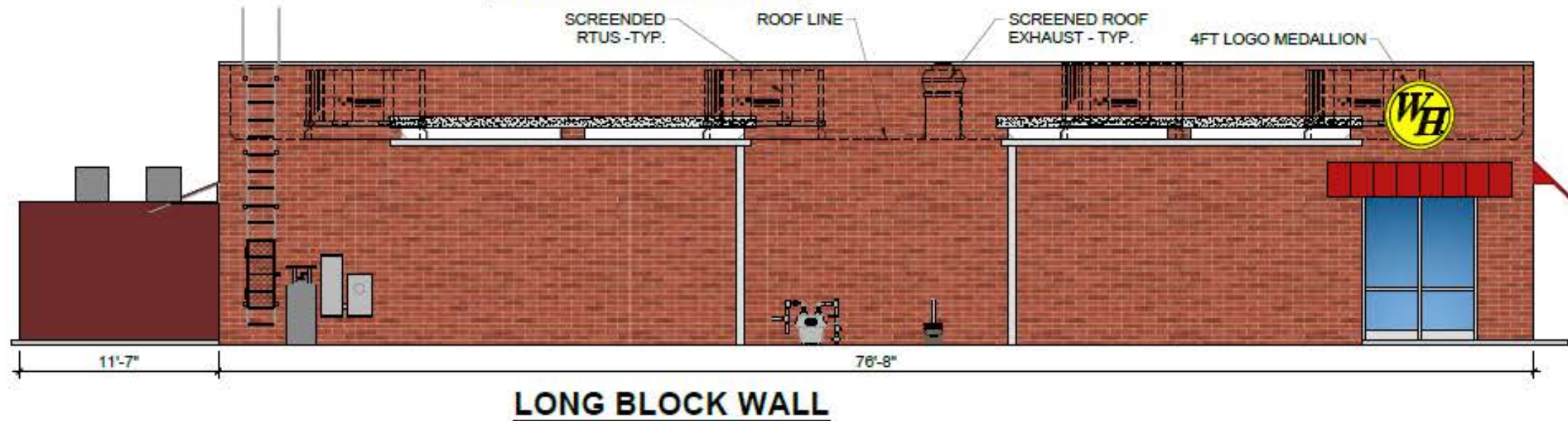
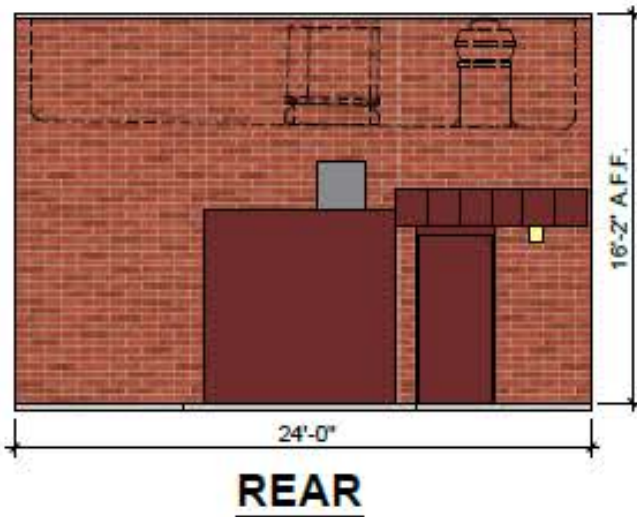
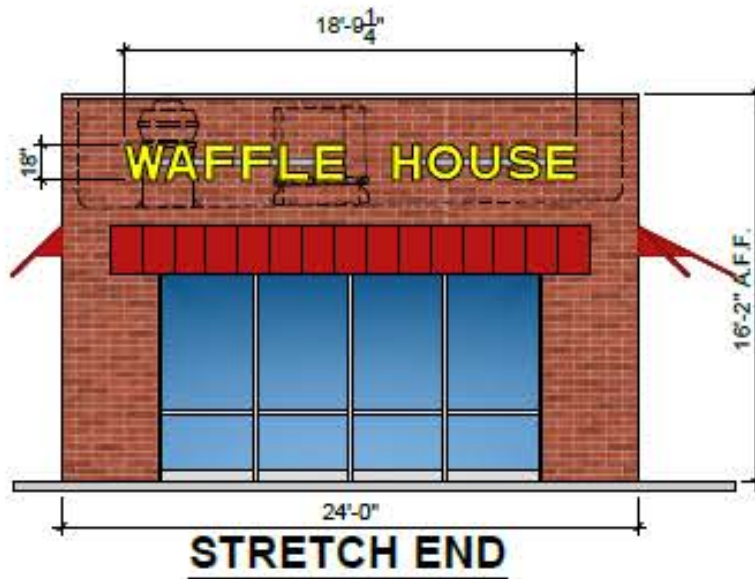
ISSUED FOR: CONSTRUCTION  
WAFFLE HOUSE KAUFMAN, TEXAS  
CITY OF KAUFMAN  
JURISDICTION: 2210 OLD KEMP HIGHWAY  
KAUFMAN, TX 75142

#	DATE	REVISIONS

DRAWN: SM	CHECK: KH
JOB NO: 26-128	DATE: 04/24/26

**SITE PLAN**

C:\USERS\CONTINEO\CONTINEO-MASTER\DRIBRO\BRYAN\BLS\SELL\CONTINEO-MASTER\PROJECTS\2026\128 - WH - KAUFMAN, TX - CIVL\BLS\DWG\CONSTRUCTION\CONSTRUCTION.DWG



SCALE: 1/8"=1'-0"

**BUILDING DESCRIPTION:**  
 LEFT HAND, MEDIUM PARAPET, BW3 BUILDING  
 QUIK-BRIK "RICHFIELD FLASHED"  
 RED STANDING-SEAM METAL AWNING

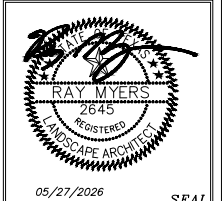
**NOTE:**  
 UTILITY LOCATIONS SHOWN ARE TYPICAL BUT,  
 MAY VARY DEPENDING ON SITE CONDITIONS





**REVISIONS**

NO.	DATE	DESCRIPTION
1	05-27-2026	REVISED 05-27-2026



LANDSCAPE PLAN

WAFFLE HOUSE  
KAUFMAN, TEXAS

DATE	04-24-2026
JOB NO.	2012011
SCALE	
DRAWN BY	RM
CHKD BY	RM

**DISCLAIMER**  
THIS DRAWING IS THE PROPERTY OF RAA DESIGN, LLC AND MAY NOT BE REPRODUCED WITHOUT WRITTEN CONSENT.  
RAA DESIGN

**SHEET**  
**LS-1**  
1 OF 1

**FRONTAGE LANDSCAPE REQUIREMENTS:**

Location	Distance	Total Street Yard
North Street Frontage	130 lf	1,126 sf
Required		Provided
Landscape Required: (15%, 168.9 sf)		Landscape Provided: (42%, 473 sf)
Trees Required: (1 per 40 lf, 3.25 Trees)		Trees Provided: (4) Redbud; Overhead powerline present)
Shrubs Required: (10 per 50 lf, 26 Shrubs)		Shrubs Provided: (30) Dwarf Burford Holly (4) Required shrubs from southern frontage added

Location	Distance	Total Street Yard
South Street Frontage	172 lf	1,175 sf
Required		Provided
Landscape Required: (15%, 176.25 sf)		Landscape Provided: (40%, 475 sf)
Trees Required: (1 per 40 lf, 4.3 Trees)		Trees Provided: (5) Redbud; Overhead powerline present)
Shrubs Required: (10 per 50 lf, 35 Shrubs)		Shrubs Provided: (31) Dwarf Burford Holly (4) Required shrubs added to northern frontage

Street Frontage: (1) tree per 40 lf  
130 lf / 40 lf = 3.25 trees required  
(4) street tree provided, overhead powerline present, small trees substituted.

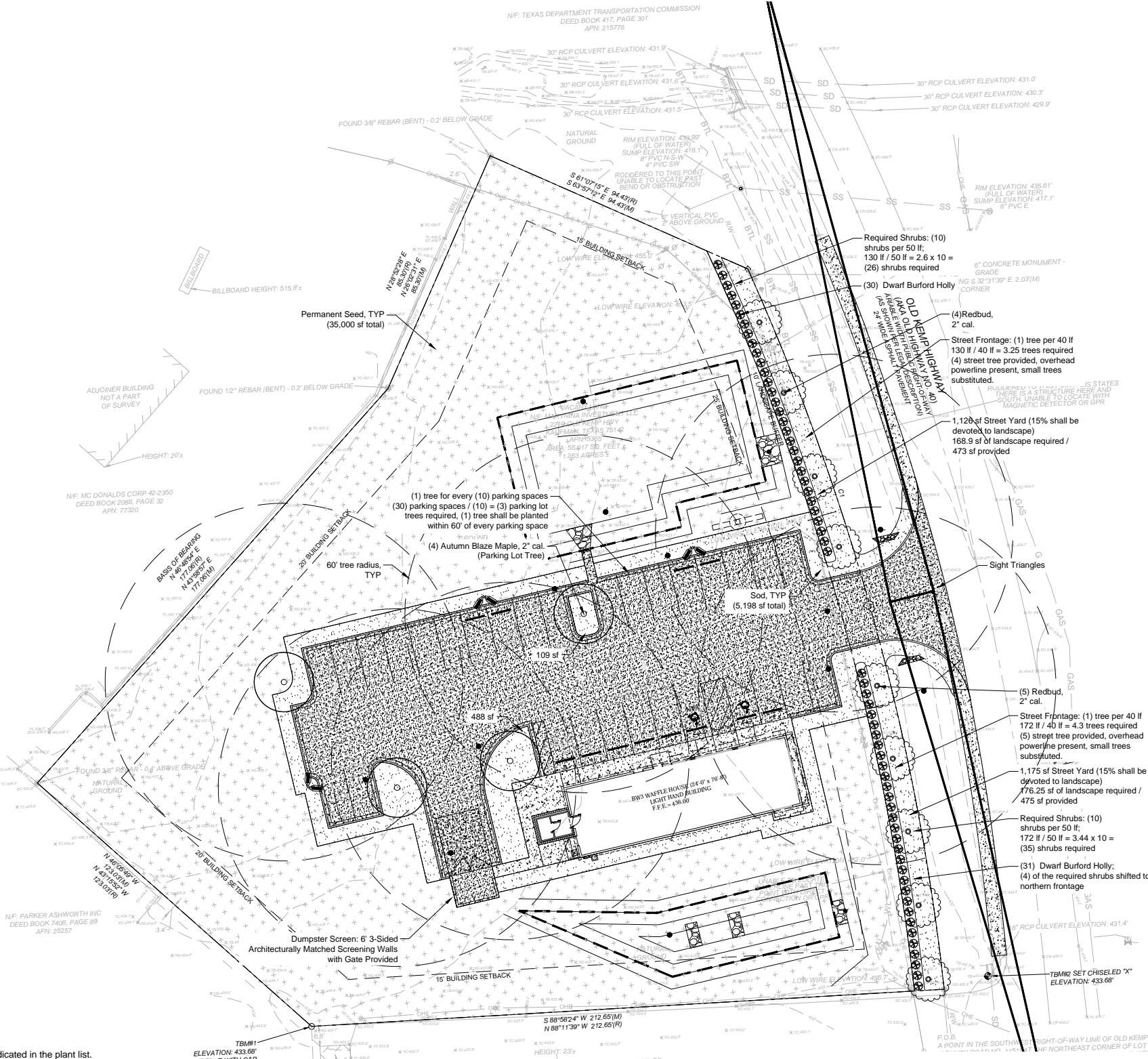
1,126 sf Street Yard (15% shall be devoted to landscape)  
168.9 sf of landscape required / 473 sf provided

Street Frontage: (1) tree per 40 lf  
172 lf / 40 lf = 4.3 trees required  
(5) street tree provided, overhead powerline present, small trees substituted.

1,175 sf Street Yard (15% shall be devoted to landscape)  
176.25 sf of landscape required / 475 sf provided

Required Shrubs: (10) shrubs per 50 lf;  
172 lf / 50 lf = 3.44 x 10 = (35) shrubs required

(31) Dwarf Burford Holly;  
(4) of the required shrubs shifted to northern frontage

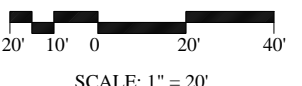


**Planting Sizes and Dimensions**

Qty.	Sym.	Botanical Name	Common Name	Size	Hgt.	Width	Container	Spacing	Notes
4	⊙	Acer x freemanii	Autumn Blaze Maple	2" cal	7'-8"	6"	15 gal. min.	as shown	Parking Lot Tree
9	⊙	Cercis canadensis	Eastern Redbud	2" cal	7'-8"	6"	15 gal. min.	as shown	Street Yard (Overhead Powerlines present)

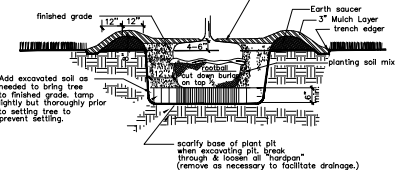
Qty.	Sym.	Botanical Name	Common Name	Size	Hgt.	Width	Spacing	Notes
61	⊙	Ilex cornuta 'Burfordii'	Dwarf Burford Holly	3 gal.	24"	18"	as shown	

Permanent Seeding: 35,000 sf  
Sod: 5,198 sf



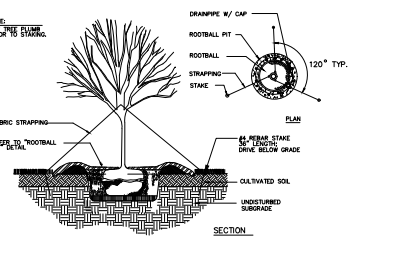
**LANDSCAPE PLAN**

**GENERAL NOTES:**  
1. Do not allow air pockets to form when backfilling.  
2. Immediately soak with water.  
3. Do not break rootball.

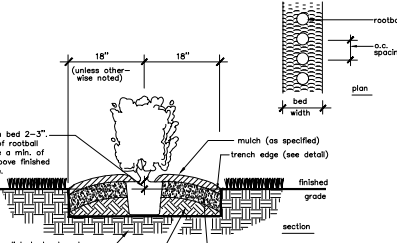


**PLANTING PROCEDURE:**  
1. excavate rootball pit.  
2. add excavated soil & tamp.  
3. backfill w/ soil mix & "water in".  
4. stake & guy securely.  
5. complete burlapting, construct trench edge & add specified mulch.

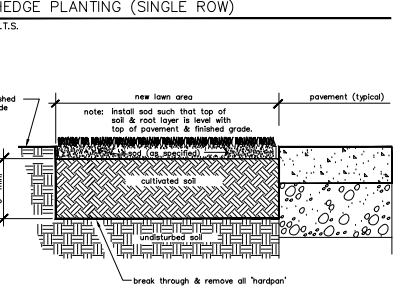
**TYP. TREE ROOTBALL PIT**  
N.T.S.



**TREE STAKING & GUYING**  
N.T.S.



**HEDGE PLANTING (SINGLE ROW)**  
N.T.S.



**SODDING PROCEDURE:**  
1. the general contractor will provide grade to (+/- .20) of a foot of proposed grades.  
2. cultivate entire area to a minimum 6" depth, handrake smooth.  
3. add additives (as per soil test analysis) & rototill.  
4. water area to be sodded prior to laying sod.  
5. lay & roll sod, water thoroughly.

**SOD INSTALLATION**  
N.T.S.

**GENERAL PLANTING NOTES:**

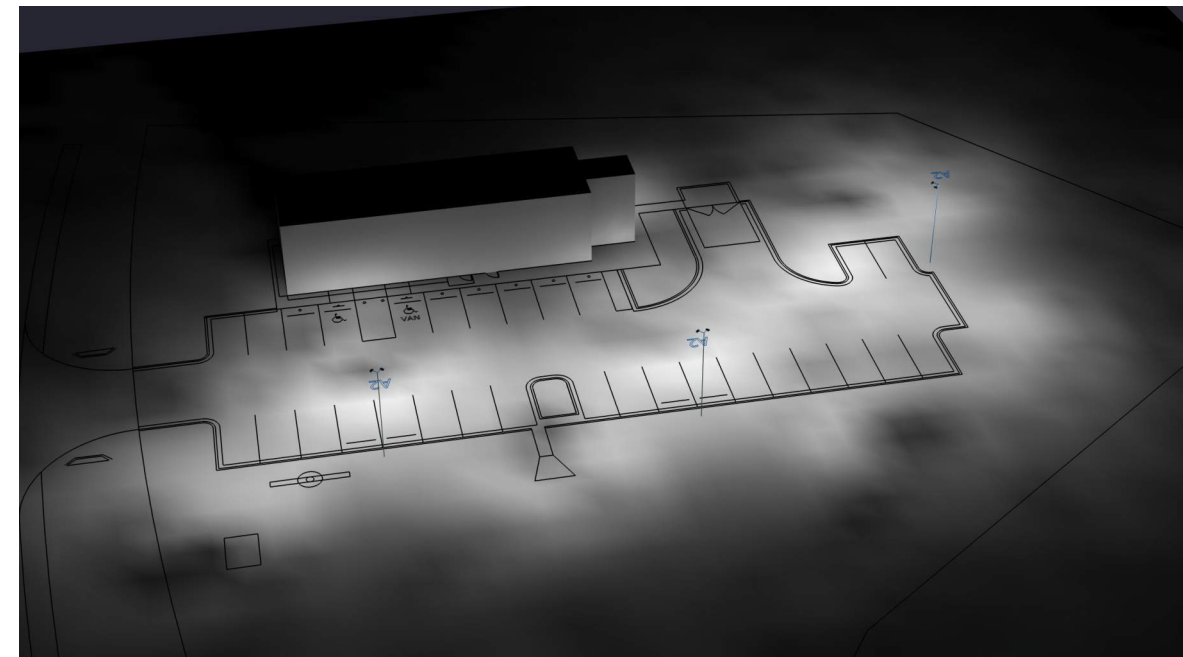
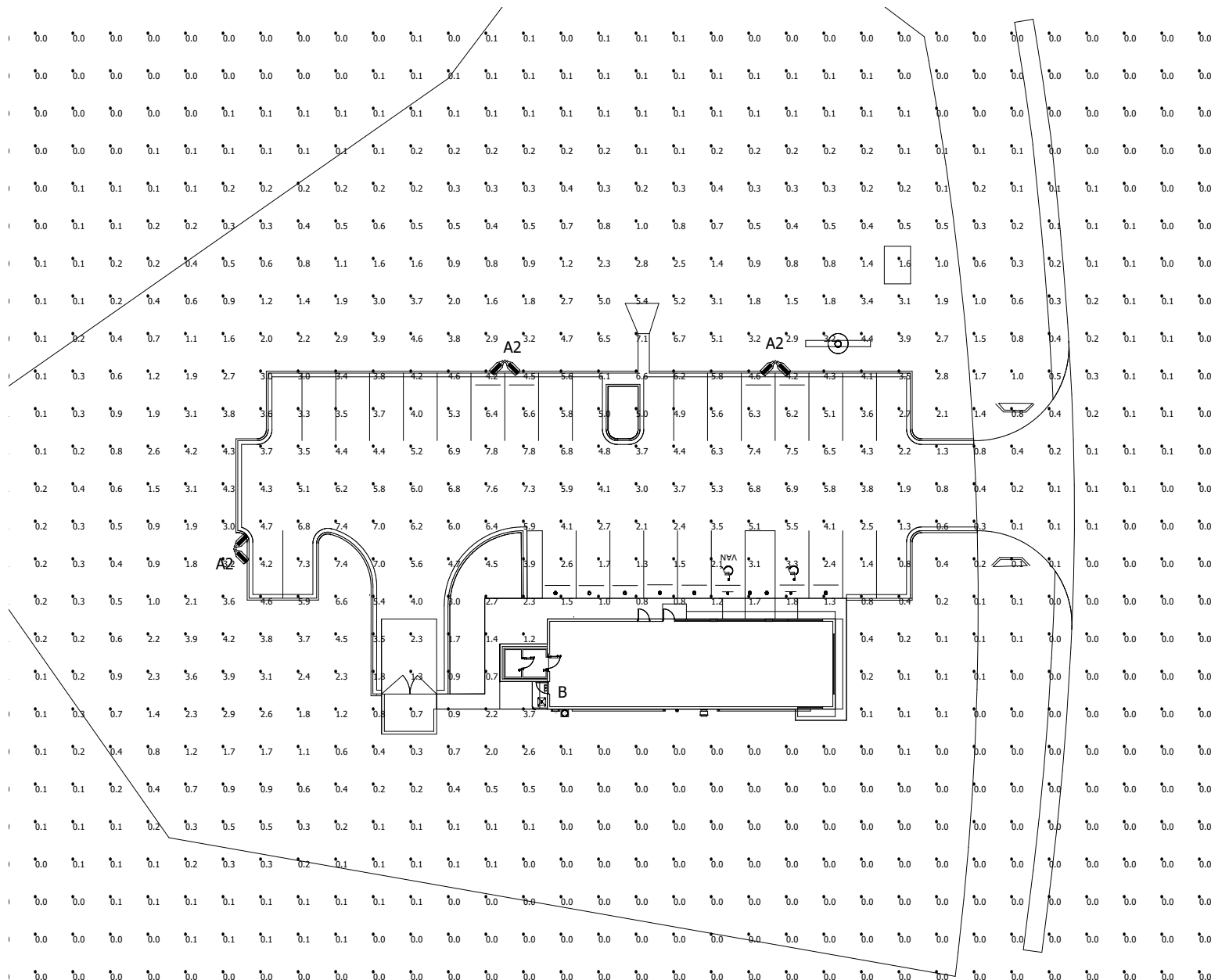
- All plants must be healthy, vigorous material, free of pests and disease.
- All plants must be container-grown or balled and burlapped (B&B) as indicated in the plant list.
- All trees must be straight trunked, full headed and meet all requirements as specified.
- All plants are subject to the approval of the Landscape Architect and the Owner before, during, and after installation.
- All trees must be guyed or staked as shown in the details.
- All plants and planting areas must be completely mulched as specified.
- Prior to construction, the Landscape Contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of work. The Landscape Contractor is responsible for repairing any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
- The Landscape Contractor is responsible for verifying all quantities shown on these plans before pricing the work.
- The Landscape Contractor is responsible for fully maintaining all planting (including, but not limited to: watering, spraying, mulching, fertilizing, etc.) of planting areas and lawns until the work is accepted in total by the Landscape Architect and the Owner.
- The Landscape Contractor shall completely guarantee all plant material for a period of one (1) year beginning at the date of final acceptance. The Landscape Contractor shall promptly make all replacements before or at the end of the guarantee period (as per direction of the Owner).
- The Owner agrees to perform all landscape maintenance (including watering) throughout the one year guarantee period unless otherwise determined.
- The Landscape Architect will approve the staked location of all plant material prior to installation.
- After being dug at the nursery source, all trees in leaf shall be acclimate for two (2) weeks under a mist system prior to installation.
- Any plant material which dies, turns brown, or defoliates (prior to total acceptance of work) shall be promptly removed from the site and replaced with material of the same species, quantity, size and meeting all plant list specifications.
- Standards set forth in 'American Standards for Nursery Stock' represent guideline specifications only, and constitute a minimum quality requirements for plant material.

**ADDITIONAL LANDSCAPE NOTES:**

All required landscaped open areas shall be completely covered with living plant material.

Landscaping materials such as wood chips and gravel may be used under trees, shrubs and other plants, but shall not comprise a significant portion of the total landscaped area.

Any additional landscaped (i.e., pervious) areas that are in excess of the required landscaped area shall also be covered with living plant material, such as turf grass or other ground cover (i.e., shall be "greenscaped" rather than being covered with gravel or other unattractive surfacing).



Luminaire Schedule							
Symbol	Qty	Label	Mounting Height	LLF	Lum. Lumens	Lum. Watts	Description
⚡	3	A2	23	0.900	17653	135	ASL1-160L-135-5K7-4W-U
H	1	B	10	0.900	3112	25	LNC2-48L-25-5K7-4W

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Overall Area	Illuminance	Fc	0.96	7.8	0.0	N.A.	N.A.
Paved Area	Illuminance	Fc	4.43	7.7	0.5	8.86	15.40

Notes:

- 1: Luminaire data is tested to industry standards under laboratory conditions. Operating voltage and normal manufacturing tolerances of LED and drivers may effect field results.
- 2: Conformance to facility code and other local requirements is the responsibility of the owner and/or the owner's representative.
- 3: This design may not meet Title 24 or local energy code requirements. If this design needs to be altered to meet compliance, please contact the design team with specific requirements.



Note: For national account pricing please contact Spencer Wood at Bell & McCoy Lighting. 770-545-8961 swood@bellandmccoy.com

#	Date	Comments
Revisions		

Drawn By: DHK	Checked By:	Date: 5/27/2026	Scale: 1" = 20'
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WAFFLE HOUSE  
SITE PHOTOMETRIC PLAN  
OLD KEMP HIGHWAY  
KAUFMAN, TX



Meeting  
Date: 6/22/2026

Date: 06/15/2026

Item #: 9.

Dept.: Administration

**Action Item**

**SUBJECT:**

Consider and take appropriate action on an amendment to an Investment Grade Audit Agreement with Schneider Electric Buildings Americas, Inc.; and authorize the Mayor or his designee to execute necessary documents.

**BACKGROUND:**

Staff requests approval of Amendment No. 2 to the Investment Grade Audit Agreement with Schneider Electric. As part of the City's ongoing efforts related to the EPA Community Change Grant, staff worked with Schneider Electric to ensure the procurement process met applicable federal requirements. While the funding was initially anticipated to be a direct congressional appropriation, the project ultimately became subject to EPA grant requirements, making this amendment necessary to document procurement through the OMNIA cooperative purchasing contract and demonstrate compliance with federal procurement standards. No other substantive changes are included. Staff and the City Attorney have reviewed the amendment and recommend approval.

Author:  
Rachel Balthrop Mendoza, Assistant City  
Manager

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approving the amendment to the IGA with Schneider Electric Buildings Americas, Inc.**

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**AMENDMENT NO. 2 TO THE  
INVESTMENT GRADE AUDIT AGREEMENT DATED 6/24/2024  
BETWEEN CITY OF KAUFMAN, TEXAS AND SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC**

This Amendment No. 2 (this "Amendment No. 2") is executed and made effective as of \_\_\_\_\_, 2026 (the "Amendment Effective Date") by and between the City of Kaufman, Texas ("Customer") and Schneider Electric Buildings Americas, Inc., a Delaware corporation ("ESCO"). This Amendment No. 2 is executed pursuant to and made part of the Investment Grade Audit Agreement (defined and described below). The Investment Grade Audit Agreement as amended by this Amendment No. 2, shall be referred to herein as the "Amended Agreement", and any capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Investment Grade Audit Agreement. Customer and ESCO may be referred to herein as a "Party" or "Parties".

**RECITALS**

**WHEREAS**, the Parties previously entered into that certain Investment Grade Audit Agreement dated as of June 24, 2024 (the "IGA Agreement");

**WHEREAS**, the Parties previously amended the IGA Agreement via Amendment No. 1 thereto dated July 28, 2025;

**WHEREAS**, the Parties desire to further amend the IGA Agreement as set forth herein; and

**WHEREAS**, effective as of the Amendment Effective Date, this Amendment No. 2 shall become part of the IGA Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth in the Amended Agreement, the Parties hereby agree as follows:

1. At the end of Section A, add a new Section 10 to read as follows:

"10. OMNIA Agreement. ESCO's services were procured by Customer via ESCO's Region 4 Education Services Center Contract No. 221504 with OMNIA for Energy Solutions."

2. Under Section B: Audit Services replace Final (Phase 3) with the following:

**100% Design Phase**

The 100% Design Phase work will be a continuation of the Phase 2 deliverables. No changes are expected in the design criteria, layouts, alignments, and materials. This design phase submittal will include the 100% design package, denoted as Issued for Construction (IFC) set. The IFC set will include all aspects of the construction work to be implemented in the project scope as set forth in the Energy Services Contract for Wastewater.

**Engineering Services During Construction**

- Construction Site Visits. In connection with observations of construction work while it is in progress, Engineer of Record ("EOR") shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the construction work.
- Shop Drawings, Samples and RFIs. Review and approve or take other appropriate action in respect to Shop Drawings, Samples and/or Requests for Information (RFI) and other data submitted by construction team for conformance with the IFC design and compatibility with the design concept of the project.

- Commissioning Assistance. Assist the installing contractor with starting major equipment processes as needed to support expedited commissioning of equipment and prepare for completing performance testing for acceptance project.
- Design Project Management. EOR to participate in periodic project update meetings as requested by the installing contractor
- Post-Construction Deliverable. Update the IFC design set to reflect the as-built condition of the project.

### **Projected Timeline for 100% Design Phase**

The IFC design set is estimated to be completed within 20 weeks from completion of execution of this Amendment No. 2 to the Agreement.

### **Financial Commitment**

- A. Amendment No. 2 Fee. The total price of the work to be performed by ESCO pursuant to Amendment No. 2 shall be \$1,052,500.00, bringing the total price of the Amended Agreement to \$1,250,000.00 which is inclusive of the original Agreement price of \$65,000.00 and Amendment No. 1 price of \$132,500.00. The Parties agree that the Audit Services for Preliminary Assessment (Phases 1) and Mid-Term (Phase 2) are complete and the invoices for these services are due, if not previously paid.
- B. Schedule of Values. ESCO will develop a schedule that delineates the items to be completed pursuant to Amendment No. 2 and apportions the Amendment No. 2 Fee among such items ("Schedule of Values") and shall endeavor to provide such Schedule of Values to Customer within thirty (30) days of the Amendment Effective Date. Within ten (10) business days of receipt, Customer shall review the Schedule of Values and shall advise ESCO if Customer identifies any items requiring correction or clarification.

Invoicing and Payment. ESCO shall invoice Customer monthly for progress payments based on the completion to date of items delineated on the Schedule of Values. Amounts invoiced must be paid or disputed by written Notice within thirty (30) days of the applicable invoice date. If ESCO has not received payment of all undisputed amounts within thirty (30) days of the applicable invoice date, then a late penalty equal to one percent (1%) or the late penalty imposed by applicable law will be applied to the overdue amounts each month until paid.

3. Except as set forth in this Amendment No. 2, the IGA Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment No. 2 and the IGA Agreement or any earlier amendment, the terms of this Amendment No. 2 shall prevail.
4. This Amendment No. 2 and each party's obligations shall be binding on the respective party and its representatives, assigns, and successors. Each party has signed this Amendment No. 2 through its authorized representative.
5. This Amendment No. 2 may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Amendment No. 2 having original signatures of both Parties.

***In Witness Whereof***, the Parties have executed this Amendment as evidenced by the signatures of their authorized representatives below.

***City of Kaufman, Texas***

***Schneider Electric Buildings Americas, Inc.***

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



Meeting  
Date: 6/22/2026

Date: 06/02/2026

Item #: 10.

Dept.: Administration

**Action Item**

**SUBJECT:**

Consider and take appropriate action on a Construction Agreement with Schneider Electric Buildings Americas, Inc.; and authorize the Mayor or his designee to execute necessary documents.

**BACKGROUND:**

Following completion of the wastewater system assessment conducted under the previously approved Investment Grade Audit Agreement, staff worked with Schneider Electric to develop a proposed Energy Services Contract for wastewater infrastructure improvements. The agreement includes the design, procurement, and construction of various wastewater system improvements intended to enhance operational efficiency, reliability, and long-term system performance. The construction contract amount is \$3,313,973 and does not include the previously approved Investment Grade Audit cost of \$1,250,000, bringing the total project investment to \$4,563,973. Staff and the City Attorney have reviewed the agreement and recommend approval.

Author:  
Rachel Balthrop Mendoza, Assistant City  
Manager

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends taking no action on this item. There are still outstanding items to be addressed with the contract.**

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## ENERGY SERVICES CONTRACT FOR WASTEWATER

This Energy Services Contract for Wastewater is entered into as of June \_\_\_\_\_, 2026 (the "Effective Date") by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and City of Kaufman, Texas ("Customer").

### ARTICLE 1 – DEFINITIONS

- 1.1. "Actual Savings" means the total savings realized or stipulated to by Customer during a specified period of time, as determined in accordance with the provisions of Schedule C.
- 1.2. "Change Order" means a written document executed by both parties for purposes of modifying the Scope of Work, the Project Price, the Project Time, the Performance Period Services Plan, the Performance Period Services Fees, and/or the Performance Guarantee.
- 1.3. "Contract" means this Energy Services Contract, together with the following schedules, exhibits, and other documents, each of which is attached hereto and incorporated herein by this reference:
  - SCHEDULE A: Scope of Work (including Attachment I)
  - SCHEDULE B: Project Implementation (including Attachment II)
  - SCHEDULE C: Project Performance
- 1.4. "Date of Commencement" means the later of the Effective Date and the date on which ESCO receives payment of the Project Development Costs
- 1.5. "Deliverables" means the Products, Software, documents, and services provided under this Contract, together with the information and technologies included therein or therewith.
- 1.6. "Excess Savings" means the amount (if any) by which Actual Savings exceed the Guaranteed Cumulative Savings to date, including any Actual Savings achieved prior to the Savings Guarantee Commencement Date.
- 1.7. "Final Completion" means that Substantial Completion of the Project has been achieved and all Punch List Items have been completed.
- 1.8. "Guaranteed Annual Savings" means the amount of savings guaranteed by ESCO for a given Guarantee Year, as set forth in the Savings Table under Schedule C.
- 1.9. "Guaranteed Cumulative Savings" means, with respect to the entire Performance Period or any other specified period, the total amount of savings guaranteed by ESCO for such period, as set forth in the Savings Table under Schedule C.

- 1.10. "Guarantee Year" means any twelve (12) month period that begins on the Savings Guarantee Commencement Date or any anniversary thereof and that occurs during the Performance Period.
- 1.11. "Initial Term" has the meaning set forth in Schedule C.
- 1.12. "M&V" means measurement and verification.
- 1.13. "M&V Plan" means the Measurement & Verification Plan set forth in Schedule C.
- 1.14. "Notice" means written notice delivered in accordance with Section 11.1.
- 1.15. "Performance Period Services Fee" means the annual dollar amount to be paid by Customer under the Performance Period Services Plan.
- 1.16. "Performance Period Services Plan" means the Performance Assurance Support Services Plan set forth in Schedule C.
- 1.17. "Performance Guarantee" means ESCO's guarantee to Customer as set forth in Schedule C, as supplemented and/or modified by the terms and conditions of the Contract applicable thereto.
- 1.18. "Performance Period" has the meaning set forth in Schedule C.
- 1.19. "Project" means the materials, equipment, labor, services and improvements to the Project Site(s) to be provided by ESCO in accordance with and subject to the terms and conditions of this Contract, as set forth in the Scope of Work. For the avoidance of doubt, the Scope of Work shall represent the entirety of the intended and agreed upon scope of the Project.
- 1.20. "Project Development Costs" means 10% of the total Project Price for costs and expenses relating to costs and expenses incurred by ESCO for procurement of equipment, materials, bonds, and other project start-up and mobilization expenses.
- 1.21. "Project Site(s)" means the facilities of the Customer on or at which Work is to be performed, as identified in the Scope of Work.
- 1.22. "Renewal Term" has the meaning set forth in Schedule C.
- 1.23. "Savings Guarantee Commencement Date" means the first day of the Customer's first utility billing period following ESCO's issuance of the Project Substantial Completion Letter, unless the parties agree in writing to a different Savings Guarantee Commencement Date.
- 1.24. "Savings Reconciliation" has the meaning set forth in Schedule C.

- 1.25. "Savings Shortfall" means the difference between the Guaranteed Annual Savings and the Actual Savings for a given Guarantee Year.
- 1.26. "Scope of Work" means Schedule A and Attachment I, and the contents thereof.
- 1.27. "State" means Texas.
- 1.28. "Substantial Completion" (as used with respect to the Project as a whole or any discrete portion(s) of the Work, as appropriate) means the point at which such Work is operational, ready for use by Customer, and fully complete except for minor adjustments and/or corrections ("Punch List Items").
- 1.29. "Substantial Completion Letter" means a letter notifying Customer that Substantial Completion has been achieved with respect to the portion of the Work described therein.
- 1.30. "Warranty Period" means two (2) years from the date set forth in the applicable Substantial Completion Letter, unless a different period is stated in the Scope of Work.
- 1.31. "Work" means the services required to be performed by ESCO pursuant to the Scope of Work, whether completed or partially completed, and all materials, equipment, labor and services required to be provided in order for ESCO to perform such services in accordance with the terms and conditions of the Contract. Work may refer to the whole or parts of the Scope of Work.

## **ARTICLE 2 – PROJECT PRICE AND PAYMENT**

- 2.1. Project Price. The total price of the Work to be performed by ESCO pursuant to this Contract shall be \$3,313,973 (the "Project Price"). The Project Price excludes the \$1,250,000 price of the Investment Grade Audit Agreement.
- 2.2. Schedule of Values. ESCO will develop a schedule that delineates the items to be completed pursuant to the Scope of Work and apportions the Project Price among such items ("Schedule of Values") and shall endeavor to provide such Schedule of Values to Customer within thirty (30) days of the Effective Date. Within ten (10) business days of receipt, Customer shall review the Schedule of Values and shall advise ESCO if Customer identifies any items requiring correction or clarification.
- 2.3. Payment of Project Development Costs. Within thirty (30) days of the Effective Date, Customer shall make payment to ESCO for the Project Development Costs, as defined above.
- 2.4. Invoicing and Payment. ESCO shall invoice Customer monthly for progress payments based on the completion to date of items delineated on the Schedule of Values. Amounts invoiced must be paid or disputed by written Notice within thirty

(30) days of the applicable invoice date. If ESCO has not received payment of all undisputed amounts within thirty (30) days of the applicable invoice date, then a late penalty equal to one percent (1%) or the late penalty imposed by applicable law will be applied to the overdue amounts each month until paid. Final Payment shall be paid in accordance with Section 6.4 (Final Payment).

- 2.5. Payment of Performance Period Services Fees. The Performance Period Services Fee and payment of the Performance Period Services Fee shall be set forth in Schedule C.
- 2.6. Withholding of Payment. Upon providing written Notice of a payment dispute pursuant to Section 2.4, Customer may withhold payment of amounts otherwise due hereunder (i) if ESCO repeatedly or materially fails, refuses or neglects to fulfill its obligations under this Contract, and (ii) Customer has provided written Notice of default to ESCO detailing the alleged failure, refusal, or neglect, and the failure, refusal, or neglect has not yet been cured.
- 2.7. Prohibition on Setoff. Except as expressly permitted under Section 2.6 and upon proper written notice, Customer shall not set off, deduct, or withhold any amounts from payments due to ESCO under this Contract.
- 2.8. Taxes. ESCO and Customer agree to take all necessary measures to comply with all tax laws and regulations that apply to this Contract. Customer is a governmental entity exempt from certain taxes. ESCO shall be responsible for and pay when due all taxes for which ESCO is liable by reason of the performance of this Contract. Customer shall be responsible for and pay when due all taxes, if any, for which Customer is liable by reason of the performance of this Contract. Any changes in foreign exchange rates, sales taxes, tariffs or other taxes, duties or charges occurring after the Effective Date that has an impact on the cost of the Project including any Deliverables or component or part thereof provided by ESCO in connection with the Scope of Work shall be chargeable to the Customer.

### **ARTICLE 3 – ESCO’S PERFORMANCE OF THE WORK**

- 3.1. Standard of Performance. ESCO shall supervise and direct the Work using such degree of care, skill and attention as is reasonably expected of professionals providing similar services within the State under similar circumstances (such circumstances to include, for example, conditions present at the Project Site(s) and any financial or other constraints applicable to the Project). ESCO shall be solely responsible for coordinating and/or performing all portions of the Work and shall have control over the means, methods, techniques, sequences and procedures used in the performance of the Work, unless the Scope of Work gives other specific instructions concerning these matters. All construction documents that are required to be prepared by ESCO in connection with the Work shall be prepared by qualified personnel and shall be in accordance with applicable codes, regulations, and laws. The ESCO shall remain responsible for all Work performed,

whether performed by the ESCO or its Subcontractors.

- 3.2. Labor and Materials. Unless otherwise provided in the Scope of Work, ESCO shall provide and pay for all labor, materials, tools, equipment, machinery, and transportation necessary for the proper execution and completion of the Work. In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Contract by no fault of ESCO, the parties shall in good faith negotiate such changes (if any) as the parties deem equitable and appropriate under the circumstances and shall memorialize any agreed changes in a Change Order.
- 3.3. Licenses and Compliance with Law. ESCO currently has or shall timely obtain, and shall maintain, all such licenses, permits, qualifications and approvals as it is legally required to hold for performance of the Work. ESCO shall comply with all applicable laws and regulations bearing ESCO's performance of the Work.
- 3.4. Regular Working Hours. Work will be performed during normal working hours (meaning 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding ESCO holidays) unless the parties specifically agree otherwise in writing. ESCO will use commercially reasonable efforts to minimize disturbances to Customer's operations while performing the Work.
- 3.5. Safety. ESCO shall take measures to ensure that all employees are appropriately trained in safety measures. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (1) employees performing the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the Project Site(s) or adjacent thereto.
- 3.6. Clean-Up. ESCO shall keep the Project Site(s) free from accumulation of waste materials and rubbish caused by its performance of the Work. Upon completion of the Work, ESCO shall remove from the Project Site(s) all waste materials and rubbish caused by its performance of the Work, all of ESCO's tools, equipment, machinery, and any surplus materials.
- 3.7. Employees.
  - 3.7.1. Responsibility for Employees. ESCO is responsible for the supervision, direction, and control of its employees performing Work on the Project. ESCO shall pay all wages, salaries, and other amounts due its employees in compliance with applicable law. ESCO shall comply with prevailing wages rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website [www.SAM.gov](http://www.SAM.gov) for Kaufman County, Texas (WD-2509).

- 3.7.2. No Unlawful Discrimination. ESCO represents and warrants that it is an equal opportunity employer and agrees that it shall not discriminate in violation of any applicable federal, state, or other law, rule, or regulation, including, but not limited, to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex, or age.
- 3.8. Subcontractors. A “Subcontractor” is a person or entity that has a written contract with ESCO to perform a portion of the Work at the Project Site(s) (such written contract, a “Subcontract”).
- 3.8.1. Use of Subcontractors. ESCO may use one or more Subcontractors to perform portions of the Work. If requested in writing by Customer, ESCO shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work.
- 3.8.2. ESCO’s Responsibility for Subcontractors. ESCO shall remain ultimately responsible for the performance of its obligations under this Contract and shall be responsible for the acts and omissions of its Subcontractors (and any persons and entities employed by such Subcontractors) in their performance of the Work.
- 3.8.3. Subcontracts. Each Subcontract shall be consistent with the terms and conditions of this Contract and shall require the Subcontractor, to the extent applicable to the scope, quality, character, and manner of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms and conditions of this Contract and to assume all the obligations and responsibilities that ESCO assumes toward Customer thereunder. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Contract.
- 3.8.4. Payment of Subcontractors. ESCO shall timely pay each of its Subcontractors in accordance with their respective Subcontracts and in compliance with applicable law.
- 3.9. Unforeseen Conditions. “Unforeseen Conditions” means and includes any subsurface, concealed, latent or other physical conditions, including without limitation the presence of hazardous materials, that differ materially from those conditions contemplated in the Scope of Work or known by ESCO. In the event ESCO encounters Unforeseen Conditions that impact the Project, ESCO shall inform Customer of such conditions promptly and before such conditions are further disturbed. To the extent ESCO incurs additional costs or delays as a result of Unforeseen Conditions, the parties shall execute a Change Order reflecting an equitable adjustment to the Project Price, the Project Time, and/or the Scope of Work, as appropriate.

### 3.10. Hazardous Materials.

3.10.1. Exclusion for Hazardous Materials. The Work to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder, expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials, unless and except to the extent the Scope of Work provides otherwise. As used herein, "hazardous materials" shall be understood to include, but not be limited to, asbestos, lead, polychlorinated biphenyls (PCBs), mold, petroleum products, and any other material or substance known to have adverse health risks. Customer agrees that all duties and obligations in connection with any hazardous materials located at the Project Site(s) or affecting the Work are strictly the responsibility of Customer, unless and except to the extent ESCO expressly assumes such duties and obligations pursuant to the Scope of Work. Customer will provide any hazardous materials testing documentation and reports, and information from previous sources or vendors used in hazardous materials testing. Customer warrants and represents that, to the best of Customer's knowledge, there are no hazardous materials at the Project Site(s) that will or would reasonably be expected to affect, be affected by, come in contact with, or otherwise impact or interfere with the Work, unless and except to the extent the Scope of Work provides otherwise.

Responsibilities Upon Encounter. If, in performing or preparing to perform the Work, ESCO encounters or has reason to suspect the presence of hazardous materials of a different type or in a different amount or location than described in the Scope of Work, ESCO is authorized to immediately cease any and all Work that may be affected thereby, and ESCO will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO's Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will be entitled to an equitable adjustment of the Project Price for any additional costs incurred as a result of the delay and extension of project schedule, to include, but not limited to, project management costs, subcontractor costs and delay claims, demobilization / remobilization costs, material / equipment storage, and associated OH/P. ESCO shall submit detailed documentation for the price adjustment and Customer will not unreasonably attempt to negotiate the price adjustment or delay issuing payment of the equitable adjustment to ESCO. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. Unless and except to the extent ESCO expressly assumes any such responsibilities pursuant to the Scope of Work,

Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials in accordance with all applicable statutes and regulations.

- 3.11. Ownership and Use. The Work and the Performance Period Services may include the sale to Customer of materials, goods, equipment and/or other tangible personal property ("Products"). Except as otherwise set forth in the Scope of Work, any Products that are included in the Work shall be owned by Customer upon Customer's full payment of the invoice covering such Products. The Work and the Performance Period Services may also involve the licensing of software or software-as-a-service products, subscriptions and/or other digital content ("Software") to Customer. Except as otherwise set forth in the Scope of Work and Performance Period Services Plan, ESCO grants Customer a limited, personal and non-exclusive license to use Software that is included in the Work and/or Performance Period Services, subject to Customer's timely payment of the Project Price and/or Performance Period Services Fees, as applicable, and subject to ESCO's and/or its supplier's standard license agreement(s) for such Software, the terms and conditions of which are hereby incorporated by reference. ESCO shall be under no obligation to provide updates or revisions to such Software except to the extent expressly provided in the Scope of Work and Performance Period Services Plan. Notwithstanding the foregoing, nothing in this Contract shall be deemed or construed to result in the Customer acquiring any ownership interest or rights in any intellectual property of ESCO or any third parties.
- 3.12. Infringement. Except as otherwise specified, ESCO shall pay all royalties and license fees required for the manufacture, sale and/or use of the designs, processes, devices, and other Products and Software provided by ESCO pursuant to the Scope of Work ("IP Products"). ESCO shall defend Customer from suits or claims for infringement of patent rights caused by the manufacture, sale and/or use of any such IP Products and shall hold Customer harmless from loss on account thereof. In the event any IP Product is found to infringe a third party's intellectual property rights, ESCO shall, at its expense and at its sole option, either: (i) procure the right for Customer to continue using such IP Product, (ii) modify such IP Product to render it non-infringing (provided such modification does not materially degrade the performance or operation of the IP Product), (iii) replace such IP Product with functionally equivalent, compatible, non-infringing IP Product, or (iv) refund or credit the amount paid for the infringing IP Product. Notwithstanding the foregoing, ESCO's obligations hereunder shall not apply to the extent (1) the alleged infringement is based upon or caused by ESCO's IP Products being modified or combined with any other design, process, device, material, Product or Software without ESCO's prior written approval, or (2) ESCO provided the allegedly infringing IP Product subject to specific requirements of Customer, unless ESCO knew of the alleged infringement and failed to inform Customer.
- 3.13. Warranty. ESCO warrants to Customer that, for the applicable Warranty Period:

(i) the Work to be performed hereunder will conform to the requirements of the Contract and will be performed in accordance with applicable industry standards, (ii) any Products manufactured by ESCO and sold hereunder will be free of defects in workmanship and material, and (iii) any Software licensed hereunder will perform its essential functions (however, for the avoidance of doubt, ESCO does not warrant that the Software will operate uninterrupted or error-free, nor does ESCO warrant that the Software will meet any compatibility requirements not specified in the Scope of Work). Work, Products and/or Software that fail to comply with such standards may be deemed defective. If any Work, Product, and/or Software is proven to be defective within the Warranty Period, ESCO shall re-perform such defective Work, repair or replace such defective Product, and/or update or replace such defective Software, as ESCO deems appropriate. The foregoing warranties do not apply to the extent any Work, Product or Software has been: (i) subject to abuse, misuse, neglect, or accident, (ii) subject to improper operation, maintenance, storage or repair, (iii) subject to damage caused by circumstances beyond ESCO's control, or (iv) manufactured, programmed, installed, modified, or repaired other than by ESCO, on ESCO's behalf, or with ESCO's prior written approval. If a defect is found not to be ESCO's responsibility, standard rates for repair, replacement and/or labor shall apply. With respect to Products not manufactured by ESCO, ESCO will pass on any warranties provided to ESCO by its supplier(s).

#### **ARTICLE 4 – CUSTOMER'S ROLE AND RESPONSIBILITIES**

- 4.1. Cooperation Generally. Customer acknowledges and agrees that timely and proper performance of the Work is dependent on Customer's full and prompt cooperation in reviewing documentation and submittals, issuing approvals, attending meetings, providing facility access (including, without limitation and as appropriate, by providing sufficient keys, access cards, and/or escort services to facilitate timely execution of Work at multiple locations with multiple trades), relocating personnel, furniture, and equipment, and taking such other actions as may be reasonably requested by ESCO in furtherance of ESCO's performance of the Work.
- 4.2. Submittals. Within ten (10) business days of receiving any design, construction or other ESCO submittals, Customer shall review such documentation to confirm acceptance and consistency with the Contract and shall promptly advise ESCO of any issues or questions that are identified. If Customer fails to respond to any submittal within ten (10) business days, such submittal shall be deemed approved unless otherwise stated in writing by Customer. If Customer fails to respond to any submittal within fifteen (15) business days, ESCO shall be entitled to an extension of time in accordance with Section 5.2 of this Contract.
- 4.3. Project Meetings. Customer shall ensure that the appropriate Customer representatives attend Project meetings coordinated by ESCO. At ESCO's request, Customer shall provide commercially reasonable cooperation and

assistance in scheduling and coordinating Project meetings.

- 4.4. Filings and Permits. Except for permits and fees that are to be obtained and paid for by ESCO as expressly stated in the Scope of Work, Customer shall make all such filings as are required by the State or other government authorities in connection with the Work and shall obtain and pay for all permits, approvals, inspections, easements, assessments and charges as are required for the use, occupancy or modification of the real property or structures at and around the Project Site(s), including (without limitation) inspections for concrete and/or earthen compaction, where applicable.
- 4.5. Repairs. Except to the extent the Scope of Work specifically contemplates the repair or replacement by ESCO of any existing system, equipment or other property, all such systems, equipment and other property are assumed to be in normal working order, and any defect(s) in the same that could adversely impact the Work or the energy and efficiency savings expected to be generated thereby shall be promptly repaired or replaced by Customer.
- 4.6. Customer Information. Customer agrees that it has provided and shall continue to provide ESCO with all such information, documentation, access, knowledge and history as is available to Customer and as is relevant to ESCO's timely and successful completion of the Project and performance of its other obligations under the Contract, including, without limitation, the following:
  - 4.6.1. Drawings, Specifications and Surveys. Customer shall provide ESCO with copies of or access to (i) all such working drawings, specifications, surveys and "As-Built" drawings as it may have relating to the Project Site(s), to the Work, and/or to work being performed by other companies at the Project Site(s), and (ii) all such surveys as it may have describing the physical characteristics, legal boundaries and restrictions, and/or utility locations at and around the Project Site(s). All drawings, specifications, and surveys furnished to ESCO by Customer are and shall remain the property of Customer.
  - 4.6.2. Energy Usage Data. Customer shall make available to ESCO, on a monthly basis or as ESCO may otherwise request, copies of all energy bills, energy usage data, and all other such documentation maintained by Customer.
  - 4.6.3. Facilities Information. Customer shall promptly provide information and documentation relating to Customer's facilities, systems, and equipment and to its maintenance and operations practices. Customer has disclosed or will disclose as promptly as possible upon learning of, all known or suspected deficiencies, defects, and malfunctions of or affecting its facilities, systems or equipment and/or any components thereof, as well as any conditions of the Project Site(s) that should be considered in planning and executing the Work. To facilitate the exchange of relevant facilities

information, Customer shall provide ESCO with access to Customer's key facilities personnel and, at ESCO's reasonable request, shall designate a Customer representative to ensure the timely and correct transfer of information requested by ESCO.

4.7. Operations. Customer shall operate all Work installed under this Contract in accordance with the manufacturer's recommendations and the manuals supplied to Customer by ESCO. Customer agrees to protect the Work and operating conditions thereof, and Customer shall promptly notify ESCO in the event of any malfunction in the operation of the Work. Except in the case of emergency, Customer shall not remove, move, turn off or otherwise significantly alter the operation of any Work performed hereunder without ESCO's prior written approval, which approval shall not be unreasonably withheld. Upon receipt of such approval, Customer shall closely follow any instructions provided by ESCO in connection with the same. If, due to an emergency, it is not reasonable to obtain ESCO's approval prior to taking action, Customer shall protect the Work from damage or loss and shall notify ESCO of all actions taken as soon as reasonably possible thereafter. For purposes of this Section, a significant alteration would include, without limitation, any alteration that might cause a reduction in the level of energy or efficiency savings generated by the Work and/or any alteration to any measurement and verification system installed in connection with the Work.

4.8. Cybersecurity.

4.8.1. Definitions. For purposes of Section 4.8 (Cybersecurity) only: (i) "Cyber Threat" means any circumstance with the potential to adversely impact Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of the Systems, including through malware, hacking, or similar attacks, (ii) "Patch" means an Update that fixes a vulnerability in a Deliverable, (iii) "Systems" means Customer's computer network, systems, machines, and data, and (iv) "Update" means software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable but does not contain significant new features.

4.8.2. Customer's Obligations for Its Systems. Customer is solely responsible for the implementation and maintenance of a comprehensive security program that contains reasonable and appropriate security measures and safeguards to protect its Systems against Cyber Threats, including those Systems on which it runs the Deliverables. Without limiting the foregoing, Customer shall at a minimum:

- (a) have qualified personnel with appropriate expertise in cybersecurity maintain Customer's security program and regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;
- (b) promptly update or patch its Systems or implement other appropriate

measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on ESCO's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Customer;

- (c) regularly monitor its Systems for possible Cyber Threats;
- (d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (e) meet the recommendations of ESCO's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/> and then-current industry standards.

4.8.3. Customer's Use of the Deliverables. ESCO may release Updates and Patches for its Deliverables from time to time. Customer shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with ESCO's installation instructions and using the latest version of the Deliverables, where applicable. Customer understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and ESCO shall not be liable or responsible for any losses or damages that may result.

4.8.4. Identification of Cyber Threats. If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which ESCO has not released a Patch, Customer shall promptly notify ESCO of such vulnerability or other Cyber Threat(s) via the ESCO Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide ESCO with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). ESCO shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Deliverables, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, ESCO shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to ESCO that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to ESCO described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

- 4.9. Export Control. The Deliverables provided by ESCO under this Contract may contain components and/or technologies from the United States of America (“US”), the European Union (“EU”) and/or other nations. Customer acknowledges and agrees that the supply, assignment and/or usage of Deliverables under this Contract must fully comply with applicable US, EU and/ or other national or international export control laws and regulations (“Export Laws”). Unless applicable export licenses have been obtained from the relevant authority and ESCO has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party restricted by applicable Export Laws; or (ii) be used for those purposes or fields restricted by any Export Laws. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, nuclear weapons delivery systems, and/or in any design, development, production or use of or related to weapons (which may include, without limitation, chemical, biological or nuclear weapons). ESCO shall be excused from performing any obligations under this Contract that would, in ESCO’s judgment, violate any Export Laws or expose ESCO to a risk of liability thereunder.

## **ARTICLE 5 – PROJECT TIME**

- 5.1. Project Time. ESCO projects that it will take 380 days from the Date of Commencement to achieve Substantial Completion of the Project (as the same may be adjusted from time to time in accordance with the terms and conditions of the Contract, the “Project Time”).
- 5.2. Excusable Delay. If ESCO’s performance of Work is at any point delayed or obstructed by circumstances beyond ESCO’s reasonable control (including, without limitation, acts or omissions of Customer, acts of God, war, strike, fire or explosion, epidemic or pandemic, or abnormal adverse weather conditions not reasonably anticipatable, then the parties agree to execute a Change Order allowing for an equitable extension of time for performance of ESCO’s Work to cover such delay.
- 5.3. Prolonged Force Majeure. If an event of Force Majeure causes a suspension of the Work for more than sixty (60) consecutive calendar days, ESCO may, upon written notice to Customer, terminate this Contract without further obligation or liability, except for payment of all Work performed to date and reasonable demobilization costs.

## **ARTICLE 6 – COMPLETION AND FINAL PAYMENT**

- 6.1. Substantial Completion of Work. ESCO will issue Customer one or more Substantial Completion Letters upon achieving Substantial Completion of discrete portion(s) of Work. Customer shall provide ESCO with written Notice within ten (10) business days of ESCO’s issuance of a Substantial Completion Letter if Customer disputes the assertion that ESCO has achieved Substantial Completion

of the applicable Work, and such Notice shall explain the basis for Customer's dispute and the portion of the applicable Work to which it pertains. The parties shall meet promptly following Customer's issuance of any such Notice of dispute and shall in good faith attempt to resolve the dispute and align on a path forward (i.e. any corrections or adjustments to be made to the Work, Scope of Work, or Project schedule, etc.). Unless timely disputed by Customer, the date on which ESCO issues any such Substantial Completion Letter shall be the "Substantial Completion Date" with respect to the applicable Work.

- 6.2. Substantial Completion of the Project. ESCO will issue Customer a Substantial Completion Letter upon achieving Substantial Completion of the Project (the "Project Substantial Completion Letter"). Promptly following ESCO's delivery of a Project Substantial Completion Letter, the parties shall schedule a walk-through to compile a list of Punch List Items that remain to be completed, if any.
- 6.3. Final Completion of the Project. When all Punch-List Items have been completed, ESCO shall inform Customer that the applicable Work is ready for inspection and shall provide an invoice for the outstanding balance of the Project Price along with a conditional release of all liens arising out of the Contract. Promptly following Customer's receipt thereof, the parties shall conduct a final walk-through and, upon confirming at the walk-through that all of the agreed Punch-List Items have been completed, Customer shall execute an acknowledgment stating that Final Completion has been achieved as of the date set forth therein (the "Project Completion Date").
- 6.4. Final Payment. Payment of the final invoice amount ("Final Payment") shall be due within thirty (30) days of the Project Completion Date. Upon receipt of Final Payment, ESCO shall deliver an unconditional and final release of all liens arising out of the Contract.

## **ARTICLE 7 – CHANGES**

- 7.1. Change Request. Customer may request changes to the Scope of Work by submitting a description of the requested changes to ESCO in writing. In response to any such request, ESCO shall provide Customer a written proposal (the "Change Proposal") that describes, in reasonable detail, the proposed changes to the Scope of Work and any corresponding adjustments that would need to be made to the Project Time, the Project Price, the Performance Period Services Plan, the Performance Period Services Fees, and/or the Performance Guarantee, as applicable. ESCO may also submit a Change Proposal to Customer in the event that this Contract authorizes or requires the parties to negotiate and/or execute a Change Order or in the event that ESCO otherwise wishes to request a Change Order in good faith, in which case such Change Proposal shall describe the proposed changes in reasonable detail, along with the contractual, legal or other basis for requesting such changes.

- 7.2. Change Order Process. Within five (5) business days following receipt of the Change Proposal, the parties shall meet and confer, acting reasonably and in good faith, to negotiate a mutually acceptable Change Order in accordance with the principles set forth herein. Promptly following agreement on the terms and conditions of the Change Order, the parties shall execute the same. If the parties do not agree upon the terms and conditions of the Change Order and the proposed change relates to circumstances in which a party is entitled to a Change Order under this Contract, then either party may submit the matter to dispute resolution pursuant to Section 11.6 (Disputes and Choice of Law). ESCO shall not be obligated to proceed with any Change Proposal or perform any associated work unless and until a mutually agreed Change Order is executed in writing by both parties.
- 7.3. Customer Delays. In the event of any failure by Customer to timely fulfill its obligations under Article 4 (Customer's Role and Responsibilities) or in the event of any other delay or Work stoppage due to the acts or omissions of Customer or Customer's agents, the Project Time shall be equitably adjusted to reflect such period of interruption and the Project Price shall be equitably adjusted to cover reasonable costs incurred by ESCO due to the delay or Work stoppage, including, without limitation, any demobilization and remobilization costs. ESCO will use commercially reasonable efforts to mitigate such costs.
- 7.4. Materials and Equipment Procurement. In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Agreement by no fault of ESCO, the Project Fee and/or the Substantial Completion Date, as appropriate, shall be equitably adjusted by Change Order. A change in the price of an item of material or equipment will be considered significant when the price of an item increases by five percent (5)% between the Project Proposal Date and the date on which such item is due to be purchased and/or installed in accordance with the Schedule of Values or the construction schedule.

## **ARTICLE 8 – SUSPENSION AND TERMINATION**

- 8.1. Non-Appropriation. If Customer is a governmental entity, any applicable State or local law entitling Customer to terminate the Contract due to insufficient appropriation of funds is hereby incorporated in this Section 8.1 by reference. In the event of a termination pursuant to this Section 8.1, Customer shall provide ESCO written Notice of termination as soon as is reasonably possible, and in no event later than the effective date of termination.
- 8.2. ESCO Default. Customer may terminate the Contract or suspend the performance of Work by providing written Notice to ESCO if: (i) ESCO repeatedly or materially fails, refuses or neglects to fulfill its obligations under the Contract, (ii) Customer has provided written Notice of default to ESCO detailing the alleged failure, refusal, or neglect, and (iii) within thirty (30) days of ESCO's receipt of such written Notice, ESCO has neither cured nor commenced and diligently continued efforts to cure

such default.

- 8.3. Customer Default. ESCO may terminate the Contract or suspend the performance of Work or Performance Period Services, as applicable, by providing written Notice to Customer if: (i) Customer repeatedly or materially fails, refuses or neglects to fulfill its obligations under the Contract or fails to make any payment(s) to ESCO as and when due hereunder, (ii) ESCO has provided written Notice of default to Customer detailing the alleged failure, refusal, neglect, or payment default, and (iii) within thirty (30) days of Customer's receipt of such written Notice, Customer has neither cured nor commenced and diligently continued efforts to cure such default.
- 8.4. Prolonged Stoppage of Work. ESCO may terminate the Contract by providing seven (7) days' written Notice to Customer if: (i) Work is stopped due to an act, omission, or request of Customer, other than pursuant to Section 8.2 (ESCO Default), (ii) the Work stoppage is not due to Contractor's negligence, misconduct, or breach of the Contract, and (iii) the Work stoppage is for more than ninety (90) consecutive days or one hundred twenty (120) aggregate days.
- 8.5. Insolvency. Either party may terminate the Contract by providing written Notice to the other party if the other party: (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.
- 8.6. Payment upon Termination. In the event of any termination other than a termination for cause by Customer pursuant to Section 8.2 (ESCO Default), Customer shall compensate ESCO: (i) in accordance with the Schedule of Values for Work performed and in progress prior to the effective date of termination, and (ii) for reasonable costs and damages incurred by reason of the termination, such as demobilization costs, termination fees, and restocking fees.
- 8.7. Effect of Termination. Subject to Section 11.7 (Survival; Statute of Limitations), termination of the Contract shall release ESCO of all remaining obligations under the Contract as of the effective date of such termination.
- 8.8. Other Remedies. Any remedies provided for in this Article 8 shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law. Nothing in this Contract shall be deemed or construed as a waiver by either party of any rights it may have with respect to a wrongful termination by the other party.

## **ARTICLE 9 – INDEMNIFICATION AND ESCO LIABILITY**

### **9.1. INDEMNITY.**

**ESCO DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CUSTOMER, ITS OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS BROUGHT OR ALLEGED BY THIRD PARTIES FOR DEATH, PERSONAL INJURY AND/OR TANGIBLE PERSONAL PROPERTY DAMAGE, WHICH ARE CAUSED BY OR RESULT FROM ESCO'S PERFORMANCE UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF ESCO, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER ESCO OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH ESCO IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") THE NEGLIGENCE, INTENTIONAL TORT, , OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ESCO, ITS AGENT, ITS ESCO UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH ESCO EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

**ESCO SHALL INDEMNIFY AN INDEMNIFIED INDIVIDUAL OR ENTITY FOR ITS REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN SUCCESSFULLY ENFORCING THIS INDEMNITY.**

**INFRINGEMENT. EXCEPT AS OTHERWISE SPECIFIED, ESCO SHALL PAY ALL ROYALTIES AND LICENSE FEES REQUIRED FOR THE MANUFACTURE, SALE AND/OR USE OF THE DESIGNS, PROCESSES, DEVICES, AND OTHER PRODUCTS AND SOFTWARE PROVIDED BY ESCO PURSUANT TO THE SCOPE OF WORK ("IP PRODUCTS"). ESCO SHALL DEFEND CUSTOMER FROM SUITS OR CLAIMS FOR INFRINGEMENT OF PATENT RIGHTS CAUSED BY THE MANUFACTURE, SALE AND/OR USE OF ANY SUCH IP PRODUCTS AND SHALL HOLD CUSTOMER HARMLESS FROM LOSS ON ACCOUNT THEREOF. IN THE EVENT ANY IP PRODUCT IS FOUND TO INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, ESCO SHALL, AT ITS EXPENSE AND AT ITS SOLE OPTION, EITHER: (I) PROCURE THE RIGHT FOR CUSTOMER TO CONTINUE USING SUCH IP PRODUCT, (II) MODIFY SUCH IP PRODUCT TO RENDER IT NON-INFRINGEMENT (PROVIDED SUCH MODIFICATION DOES NOT MATERIALLY DEGRADE THE PERFORMANCE OR OPERATION OF THE IP PRODUCT), (III) REPLACE SUCH IP PRODUCT WITH FUNCTIONALLY EQUIVALENT, COMPATIBLE,**

**NON-INFRINGEMENT IP PRODUCT, OR (IV) REFUND OR CREDIT THE AMOUNT PAID FOR THE INFRINGING IP PRODUCT. NOTWITHSTANDING THE FOREGOING, ESCO'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO THE EXTENT (1) THE ALLEGED INFRINGEMENT IS BASED UPON OR CAUSED BY ESCO'S IP PRODUCTS BEING MODIFIED OR COMBINED WITH ANY OTHER DESIGN, PROCESS, DEVICE, MATERIAL, PRODUCT OR SOFTWARE WITHOUT ESCO'S PRIOR WRITTEN APPROVAL, OR (2) ESCO PROVIDED THE ALLEGEDLY INFRINGING IP PRODUCT SUBJECT TO SPECIFIC REQUIREMENTS OF CUSTOMER, UNLESS ESCO KNEW OF THE ALLEGED INFRINGEMENT AND FAILED TO INFORM CUSTOMER.**

**ESCO'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY ESCO UNDER THIS AGREEMENT.**

**THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

9.2. Limitations of Liability.

9.2.1. In no event shall either party or its officers, directors, affiliates, or employees be liable for any form of indirect, special, consequential, or punitive damages, whether such damages arise in contract or tort, and irrespective of fault, negligence or strict liability or whether such party has been advised in advance of the possibility of such damages.

9.2.2. The remedies of Customer set forth in the Contract are exclusive unless stated otherwise and ESCO's total liability with respect to damages arising out of this Contract shall not exceed the Project Price. However, the foregoing sentence shall not limit ESCO's liability with respect to (i) damages caused by ESCO's gross negligence or intentional misconduct, (ii) third-party claims for personal injury or tangible property damage to the extent caused by ESCO's negligence or misconduct, or (iii) any other claims or damages for which ESCO's liability cannot be limited pursuant to applicable law.

9.2.3. The provisions of this Section 9.2 apply only to the extent permitted by the Constitution and laws of the State and shall supersede any contrary provisions of the Contract.

**ARTICLE 10 – INSURANCE AND BONDS**

10.1. Required Insurance. ESCO shall, at its own cost and expense, maintain in effect the following policies of insurance (each a "Policy", and collectively the "Policies") for the applicable period(s) set forth in Section 10.2:

- 10.1.1. Commercial General Liability Insurance. A policy of commercial general liability insurance, written on an “occurrence” basis, with a liability limit of two million dollars (\$2,000,000) per occurrence (“General Liability Policy”).
- 10.1.2. Automobile Liability Insurance. A policy of automobile liability insurance, written on an “occurrence” basis, with a combined single limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage (“Auto Liability Policy”). The Auto Liability Policy must include coverage for owned, hired and non-owned automobiles.
- 10.1.3. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance as required by State law, and employer's liability insurance, written on an “occurrence” basis, with a liability limit of two million dollars (\$2,000,000).
- 10.1.4. Professional Liability Insurance. Professional liability insurance, written on a claims-made (and reported) basis, with a liability limit of two million dollars (\$2,000,000) per claim (“Professional Liability Policy”).
- 10.2. Duration of Insurance. The Policies shall be procured by ESCO prior to ESCO's commencement of the Project and, except for the Professional Liability Policy, shall be maintained in effect for at least one year following the earlier of the Project Completion Date or termination of this Contract. ESCO shall maintain the Professional Liability Policy in effect for at least three years following the earlier of the Project Completion Date or termination of this Contract.
- 10.3. Insurer Rating Standards. The insurance policies required pursuant to this Article must be issued by one or more insurers that are (i) licensed to do business in the State and (ii) have an A.M. Best Company rating of not less than “A-” and a financial size category of not less than “VII.”
- 10.4. Additional Insureds. ESCO shall include Customer and Customer's directors, officers, employees, and agents as additional insureds on ESCO's General Liability Policy and Auto Liability Policy. The additional insured endorsements will be on ESCO's most current versions of ISO Form CG 2010 and ISO Form CG 2037 or their substantial equivalents.
- 10.5. Waiver of Subrogation. Each of the General Liability Policy and the Auto Liability Policy shall provide a waiver of transfer of rights of recovery in favor of Customer.
- 10.6. ESCO Insurance is Primary. The General Liability Policy and the Auto Liability Policy shall be endorsed to provide that they are primary and non-contributory.

- 10.7. Premiums, Deductibles and Self-Insured Retentions. ESCO shall be solely responsible for paying deductibles and self-insured retentions applicable to the Policies.
- 10.8. Evidence of Coverage. At Customer's request, ESCO shall provide to Customer a duly authorized and executed certificate of insurance evidencing that the required Policies and endorsements are in effect (each a "Certificate of Insurance").
- 10.9. Notice of Change in Policies. ESCO shall notify Customer within thirty (30) days of its receipt of written notice from an applicable insurer that a Policy will expire without renewal or will be canceled, terminated, or materially reduced in coverage.
- 10.10. Review of Coverage. Customer's failure to identify any non-compliance with the requirements of this Article shall not be deemed as a waiver of such requirements.
- 10.11. Subcontractor Insurance. ESCO shall require each Subcontractor to maintain such levels and types of insurance coverage as are appropriate for the Work to be performed by such Subcontractor.
- 10.12. Bonds. ESCO shall provide , payment, and performance bonds for 100% of the Project Price and a 2-year maintenance bond to secure the faithful performance of the Work and to ensure the satisfaction of ESCO's payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond two (2) years in duration from Substantial Completion Date.

## **ARTICLE 11 – MISCELLANEOUS**

- 11.1. Notices. All written Notices required to be delivered pursuant to the Contract must be in writing and addressed to the other party at its address set forth below (or to such other address as the receiving party may designate from time to time by providing written notice to the other party in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

- (a) If to ESCO, to:

Schneider Electric Buildings Americas, Inc.  
1650 W. Crosby Rd.  
Carrollton, TX 75006  
Attention: Corey Newby E-mail: [corey.newby@se.com](mailto:corey.newby@se.com)

with copies to:

Schneider Electric Legal Department  
70 Mechanic Street  
Foxboro, MA 02035  
Attention: Time-Sensitive Legal Notice for SEBA

- (b) If to the Customer, to:  
City of Kaufman  
209 S. Washington Street  
Kaufman, TX 75142  
Attention: Mike Holder  
E-mail: [mholder@kaufmantx.org](mailto:mholder@kaufmantx.org)

With copies to:

Messer Fort  
6371 Preston Road  
Suite 200  
Frisco, TX 75034  
Attention: M. Ann Montgomery  
E-mail: [ann@txmunicipallaw.com](mailto:ann@txmunicipallaw.com)

- 11.2. Relationship of Parties. Nothing in this Contract creates any agency, joint venture, partnership or other form of joint enterprise, employment, or fiduciary relationship between the parties. ESCO is an independent contractor pursuant to this Contract. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
- 11.3. Public Statements. Customer acknowledges that ESCO may provide information pertaining to this Project and this Contract when responding to requests for proposals, requests for qualifications, requests for references, and other requests from prospective customers and/or government agencies. However, ESCO will not disclose Customer information that has been marked confidential without Customer's prior written consent.
- 11.4. Ethics and Compliance with Law. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any

applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ESCO's ethics or any potential violations of ESCO's Trust Charter (code of conduct), Customer is welcome to make use of ESCO's Trust Line. The Trust Line is a confidential channel through which customers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

- 11.5. Applicable Law Deemed Included. Each and every provision required by applicable law to be included in this Contract is hereby deemed to be so included, and this Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either Customer or ESCO, the parties shall amend this Contract to include or incorporate, or to correctly include or incorporate, such provision.

Without limiting the generality of the foregoing, the following provisions are hereby included at Customer's direction, to the extent legally required.

11.5.1. Not applicable.

Before initiating mediation, the parties shall refer the dispute to a senior executive of each party, who shall confer in good faith and attempt to resolve the matter within fifteen (15) business days. If the dispute is not resolved through such executive negotiation, the parties may then proceed with mediation and litigation as outlined in Section 11.6.

- 11.6. Disputes and Choice of Law. To the extent allowed by applicable law, the parties shall first attempt to resolve any controversy or claim arising out of or relating to this Contract or an alleged breach hereof by mediation. The dispute will be mediated by mediator agreed upon by the parties. Each party will bear its own cost of mediation. The Contract shall be governed by the laws of the State, and venue for any dispute shall be Kaufman County, Texas, the county in which the Project is located.
- 11.7. Survival; Statute of Limitations. The obligations and rights of the parties under this Contract that by their nature would continue beyond expiration, termination, or cancellation of this Contract (including, without limitation, the warranties, indemnification obligations, limitation of liability, effect of suspension or termination, payment upon termination, and ownership and property rights) shall survive any such expiration, termination, or cancellation. For the avoidance of doubt, ESCO's obligations regarding the Performance Guarantee shall not continue beyond the expiration, termination, or cancellation of this Contract or the Performance Period Services Plan. Any statute of limitations concerning any causes of action are governed by Texas law.

- 11.8. Entire Agreement. This Contract, inclusive of the schedules, exhibits, and other documents attached hereto and expressly incorporated herein, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and verbal understandings, agreements, representations, warranties, and covenants with respect to such subject matter.
- 11.9. Further Assurances. Upon either party's reasonable request, the other shall execute and deliver all such further documents and instruments, and take all such further acts, as are necessary to give full effect to this Contract and applicable legal requirements.
- 11.10. Amendment and Modification. No amendment to or modification of this Contract is effective unless it is in writing and signed by an authorized representative of each party.
- 11.11. Waiver. No waiver under this Contract is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.
- 11.12. Assignment. Customer may not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of ESCO. ESCO may not assign its rights and delegate its obligations to any affiliate or to any person acquiring all or substantially all of ESCO's assets without prior written consent of Customer. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Contract.
- 11.13. Third-Party Beneficiaries. This Contract benefits solely the parties to this Contract and their respective permitted successors and assigns, and nothing in this Contract confers on any other person any express or implied legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.
- 11.14. Interpretation. Unless the context otherwise requires, references in this Contract: (i) to articles, sections, exhibits, schedules, and attachments mean the articles and sections of, and exhibits, schedules, and attachments attached to, this Contract; (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Contract is the result of negotiations between, and has been reviewed by, the parties and their respective legal counsel. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an

instrument or causing any instrument to be drafted.

- 11.15. Headings. The headings in this Contract are for convenience only and do not affect the interpretation of this Contract.
- 11.16. Severability. If any term or provision of this Contract is deemed invalid, illegal, or unenforceable pursuant to applicable law, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Contract to affect the original intent of the parties to the greatest extent possible.
- 11.17. Counterparts. This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.
- 11.18. Due Authority of Signatories. Each party represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of such party, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that such party has with any third party or violates any law, rule, regulation, or legal duty applicable to such party. Each party further represents and warrants that the execution of this Contract is within such party's legal powers, and that each individual executing this Contract on behalf of such party is duly authorized to do so by all necessary and appropriate action and does so with full legal authority.
- 11.19. Government Code/Prohibition of Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 TEX. GOV'T. CODE, Contractor and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (TEX. GOV'T. CODE §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, TEX. GOV'T. CODE, to the extent the applicable provision in Chapter 2271.001, TEX. GOV'T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), TEX. GOV'T. CODE. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make

a profit. By signing below, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

- 11.20. Government Code/Prohibition of Boycott Firearms and Ammunition Industries. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) TEX. GOV'T. CODE, (N) the Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the Contractor will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, TEX. GOV'T. CODE, to the extent the applicable provision in Chapter 2274.002, TEX. GOV'T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trade association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), TEX. GOV'T. CODE. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit. By signing below, the Contractor certifies that it does not boycott firearms and ammunition industries and will not boycott firearms and ammunition industries during the term of this contract.
- 11.21. Government Code/Prohibition of Boycott Energy Companies, To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2276.002, TEX. GOV'T. CODE, Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2276.002, TEX. GOV'T. CODE, as amended, to the extent § 2276.002, TEX. GOV'T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, TEX. GOV'T. CODE. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit. By signing below, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.
- 11.22. Certification Regarding Terrorist Organizations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 TEX. GOV'T. CODE, Contractor hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.
- 11.23. Conflict of Interest Questionnaire. Contractor affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate

of Interested Parties (Form 1295) (<https://www.ethics.state.tx.us/forms/1295.pdf>) and Chapter 176, Texas Local Gov't Code, Conflict of Interest Questionnaire (Form CIQ) (<https://www.ethics.state.tx.us/forms/CIQ.pdf>) and has returned a fully executed copy of the former as an attachment to this executed contract and proof of the latter to the City after filing with the Texas Ethics Commission as required by the referenced provision of the Texas Government Code.

[Signature Page Follows]

***IN WITNESS WHEREOF***, each of the parties has caused this Energy and Construction Services Contract to be executed as of the Effective Date by its duly authorized representative below.

**City of Kaufman, Texas**

**Schneider Electric Buildings Americas, Inc.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A – Scope of Work

### A.1 Summary Scope of Work

Following is a summary of the scope of work to be performed by the ESCO. Further details can be found in Section A.2 (ECM Basis and Descriptions), Section A.3 (Exclusions & Clarifications), and Attachment I (ECM Basis and Descriptions Supporting Documentation).

Owner hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

#### **ECM 1 – PLANT PROCESS TERTIARY FILTRATION REPLACEMENT**

The plant has multiple operational, deferred maintenance, and other challenges which are being addressed in prioritized fashion. The highest priority is restoring tertiary treatment capacities and improving plant water system operations, whereby energy and operational savings will be accomplished. The strategy is to restore tertiary treatment capacity in multiple phases. This project addresses Phase 1 described below. All other phases will be addressed in future project(s)

Phase 1 (**included in contract scope of work**) – Replace the existing tertiary treatment system with higher capacity, more efficient filtration, sized to accommodate existing discharge permit annual average and two-hour peak flows, 1.2 MGD and 2,153 gallons per minute, respectively. In addition, this phase will correct backwater conditions at chlorine contact basin during extreme flood events.

Phase 2 (**NOT** included in contract scope of work, **FUTURE**) – Expand the filter complex capacity to serve as the non-biological treatment unit of a wet weather blending operational mode wherein settled, screened wastewater from the peak flow basins is routed around the activated sludge process and directly to the tertiary filter system.

#### **ECM 4 – NON-POTABLE PLANT WATER**

This ECM adds simple bladder tanks and pressure switches to both the high pressure (belt filter press wash water) and low-pressure plant water systems to minimize water hammer and extend pump motor life. It also adds a modulating float valve in the existing Non-Potable Plant Water Basin to manage the filling of basin and eliminate overflows from the current valve arrangement.

## A.2 ECM Basis and Descriptions

The objective of the ECM Basis and Descriptions is to provide the design and operational basis for the project Energy Conservation Measure(s) (ECMs). The ECM Basis and Descriptions will provide information for the baseline and proposed operations and performance, establish the metrics for savings, describe design criteria, provide descriptions for existing systems and proposed modifications to equipment and interfaces, and discuss the approach for permitting and code compliance.

### ECM 1 – PLANT PROCESS TERTIARY FILTRATION REPLACEMENT

#### Process Baseline and Proposed Performance

##### *Baseline System*

The plant uses a single traveling bridge granular media filter for tertiary treatment, located downstream of the secondary clarifiers #3 and #4. The filter system's hydraulic capacity is a bottleneck that forces a periodic bypass during peak flow events.

##### Clarifier #3 and #4 Flow Split and Head Constraints

Clarifiers #3 & #4 have operational challenges, the root cause of which are the following;

- The aeration basin effluent splitter box features fixed weirs, offering only a rudimentary and limited means of distributing flow between Clarifiers #3 and #4.
- Clarifier #4 is higher than Clarifier #3 creating variation in plant hydraulics. When Clarifier #3 is in use, its lower weir elevation results in a lower available head condition. In contrast, operating from Clarifier #4 provides additional headroom, improving hydraulic performance and operational flexibility.

The plant typically operates using Clarifier #4, with Clarifier #3 serving as a backup. This operating strategy addresses several challenges, including limited available head between the filter and Clarifier #3, poor flow split control at the splitter box, and frequent transient high-flow conditions during wet weather that affect traveling bridge filter hydraulic control.

The existing travelling bridge filter control system controls the filter operating water level in the existing filter. The chlorine contact basin weirs and assumed outfall stream hydraulic condition (assumed to be FEMA 100-yr flood) outfall control the downstream level.

To mitigate operational challenges, the plant operations team has lowered the filter inlet bypass weir to correspond to the traveling bridge filter upper-level control point.

An on-site topographic survey and initial hydraulic evaluation was completed September 30, 2025 to verify plant hydraulic conditions and obtain head constraints for current and future filtration operations. The results of this survey are documented in reference document, ***Technical Memorandum - Hydraulic Evaluation dated February 21, 2026***. Technical Memorandum established the following elevations listed below which are critical to selection and operation of tertiary filtration equipment;

- Combined Chlorine Contact Basin Effluent Water Surface Level
- Combined Chlorine Contact Basin Effluent Metering Weir Elevation
- Chlorine Contact Basin Water Surface Elevation – 402.53 ft (Note: Required to maintain 3 inches free nappe above downstream flow stream during 100-year flood event)

- Filter Effluent Channel Water Surface Level – 403.3 ft (Note: Assumes Chlorine Contact Basin Weir elevation raised to accommodate 100-year flood requirements)
- Filter Influent Channel Maximum Water Surface Level to – 407.7 ft (Note: Required to maintain 12” of freeboard in Influent Channel)

**Proposed Improvements**

Tertiary Filter Upgrades

A properly sized and controlled cloth media filtration system is proposed to overcome the limitations of the existing filtration setup, which is constrained by current weir elevations that restrict available head to the filter. The project scope includes removing the outdated traveling bridge filter and replacing it with a cloth media filter bank designed for the plant's permitted capacity with consideration for future expansion.

The existing basin structure associated with existing traveling bridge filter will be retrofitted to accommodate the new, higher-capacity cloth media filtration technology. The following modifications are anticipated;

- Modifications to existing walls that separate influent and effluent channels from basin in which new cloth media filters will be installed, enabling control of flow to new filters and/or level control in the basin and/or influent channel.
- Addition of baffle walls to enable control of flow to multiple cloth media filters.

Phase 1 (**included in contract scope of work**) will not install the total capacity of cloth media filters required to accommodate flow requirements of Phase 2 (**NOT** included in contract scope of work, **FUTURE**). To ensure continuity between Phase 1 (**included in contract scope of work**) and Phase 2 (**NOT** included in contract scope of work, **FUTURE**), the Manufacturer’s Control Panel provided with Phase 1 (**included in contract scope of work**) shall include all hardware, software etc. to control equipment installed as part of Phase 1 (**included in contract scope of work**) and Phase 2 (**NOT** included in contract scope of work, **FUTURE**).

Temporary filtration during filter upgrade is not included in the project work scope. This is based on initial consultation with TCEQ preparatory to submit required documents for plant modification per 30 TAC 217.06. This will be confirmed during final design and included as a scope item at that time if so required.

Electrical Upgrades

The current traveling bridge filter has multiple existing motors as described in **Baseline and Projected Energy Use** section below. The project intent is to reuse the existing branch circuit raceways and conductors for the existing motors to serve the new cloth media filters’ power requirements. As applicable, existing branch circuit protective devices will be adjusted and/or replaced to accommodate cloth media filter load(s). In preparation for connection to cloth media filter load(s), existing branch circuits will be demolished between existing motors and nearest junction point (i.e. junction box, local disconnect, etc.).

Exclusions & Clarifications

- During extreme flood events, the combined chlorine contact basin (effluent channel) water surface level is influenced by backflow of water which submerges the metering weir and affects the metering weir accuracy. The project will design the new tertiary filtration system to accommodate the increased hydraulic elevation due to backflow during flood events and to meet compliance with Texas Commission on Environmental Quality (TCEQ) requirements. Corrections will be limited to modifying each chlorine

contact basin weir and the combined chlorine contact basin effluent weirs as described in Technical Memorandum - Hydraulic Evaluation dated February 21, 2026.

- The flow split between Clarifier #3 and Clarifier #4 is imbalanced due to existing elevations and controls. Operation personnel currently manage this by isolating Clarifier #3. The proposed project does not correct the flow imbalance between Clarifiers #3 and #4. A longer-term improvement, such as adding manually adjustable weir gates at the upstream splitter box could be considered, but not included in the current project scope.
- Plant Limitations Outside of Project Scope: TBD

### ***Operating Philosophy***

#### Chlorine Contact Basins

At the conclusion of Phase 1 (**included in contract scope of work**);

- The elevation of weirs at chlorine contact basis will be maintained as required to preserve 3 inches of free nappe to the downstream flow stream.

No additional changes to operating philosophy are anticipated during Phase 2 (**NOT** included in contract scope of work, **FUTURE**).

#### Tertiary Filter

At the conclusion of Phase 1 (**included in contract scope of work**);

- The filter influent overflow weir will be raised to ensure a minimum of 12 inches freeboard in the filter influent channel
- The cloth media filter control panel will operate filters to maintain between a maximum and minimum freeboard in the filter influent channel as determined by the manufacturer to ensure head loss through media cloth filter(s) doesn't exceed design criteria.
- Factory control panel will not be integrated with SCADA to enable remote operations, monitoring, and/or control.

No additional changes to operating philosophy are anticipated during Phase 2 (**NOT** included in contract scope of work, **FUTURE**).

#### Clarifiers #3 and #4

At the conclusion of Phase 1 (**included in contract scope of work**);

- Plant will continue to operate utilizing Clarifier #4, with Clarifier #3 serving as a backup.

At the conclusion of Phase 2 (**NOT** included in contract scope of work, **FUTURE**);

- Parallel operation of Clarifiers #3 and #4 will be enabled at the conclusion of Phase 2 (**NOT** included in contract scope of work, **FUTURE**) as this phase will address the hydraulic challenges that currently prevent parallel operation of Clarifiers #3 and #4.

### **Baseline and Projected Energy Use**

#### ***Baseline Energy Use***

Currently, the system utilizes a traveling bridge filter, with a 5 Hp motor powering the backwash pump and a 2 Hp motor dedicated to moving the bridge. As the system operates continuously (i.e., 8,760 hours per year), the projected annual energy consumption of these motors is approximately 42,241 kWh assuming a 92% motor load factor. For future conditions, the filtration baseline has been adjusted to reflect a projected doubling of influent flow; consequently, the new filtration baseline assumes approximately twice the current filtration demand to account for the anticipated 2x increase in flow.

Accordingly, the adjusted filtration baseline under the projected 2x flow increase would result in an estimated annual energy consumption of approximately 84,482 kWh.

### ***Projected Energy Savings***

To improve the efficiency of the filtration process, the existing traveling bridge filter will be replaced with a Cloth Media Filter. The new system will utilize three motors: a 0.74 HP motor for media rotation, a 3 HP motor for the sludge pump, and a 3 HP motor for the backwash pump.

The media rotation motor and the backwash pump motor are expected to operate approximately 44 cycles per day, while the sludge pump motor will operate approximately once per day. Based on these operating conditions, the total annual energy consumption is estimated at 801 kWh. When compared against the adjusted filtration baseline reflecting the projected 2x increase in flow (84,482 kWh annually), this results in an anticipated annual cost savings of approximately \$7,021

### ***Operations, Maintenance, Repair & Replacement (OMRR)***

Operation of the existing tertiary filter is accomplished via its control panel with periodic oversight from plant operations staff. The conversion of tertiary filter technology from traveling bridge filter to cloth media filter isn't anticipated to change operations requirements as the cloth media filter's factory control panel will operate the cloth media filters with periodic oversight from operations staff.

Maintenance and repair of the existing tertiary filter is focused on maintaining uptime of traveling bridge filter's backwash pumps and bridge motion. Cloth media filters will be similar, as maintenance and repair will be focused on maintaining uptime of media rotation and cleaning cycles.

Cloth media filter is anticipated to have an economic useful life of up to 8 years before replacement is required.

## **Design Criteria**

### ***Site Specific Design Parameters***

Existing plant process design characteristics are summarized in the tables below:

<b>Site Conditions</b>	
Location	City of Kaufman, TX
Elevation, ft above MSL	500 ft

### ***Existing / Baseline Plant Design***

Existing plant process design characteristics are summarized in the tables below:

<b>Influent Flow</b>	
Plant Design Flow:	1.2 MGD
Plant Design Peak Flow (2-hour)	3.1 MGD
Average Daily Flow:	1.2 MGD
Maximum Daily Flow:	6.0 MGD
Design Water Temperature	Minimum 10°C
BOD <sub>5</sub>	137 mg/L*
N-NH <sub>3</sub>	23 mg/L*
TSS	168 mg/L*
*Average over calendar year 2023 data provided by City	

<b>Existing Tertiary Filter</b>	
TWC Criteria – Surface Loading	3 gpm/sf at design flow
Type	Automatic Traveling Bridge
Quantity	One (1)
Dimensions, each	48 ft x 12.5 ft
Capacity	4.0 MGD Peak

**Proposed Replacement Tertiary Filtration Design**

<b>Tertiary Filter Application Specifics</b>	
Filter Type	Cloth Pile
Basin Type	Existing Concrete
Basin Quantity	One (1)
Basin Dimension	48' X 12.5'
TWC Design Criteria – for Cloth Filters	30 TAC Chapter 217 - §217.190 and §217.193

<b>Tertiary Filter Design Parameters</b>		
Operating Scenario	Phase 1	Phase 2
Average Annual Daily Flow, MGD	0.8	<b>TBD</b>
Peak Average Annual Daily Flow, MGD	1.2	2.4 / TBC
Peak Flow, MGD	3.1	6.0
Influent TSS, mg/l	30	30
Influent TSS at Peak Flow, mg/l	50	50
Effluent TSS, Max Allowable, mg/l <sup>(2)</sup>	10	10
Filter Quantity	2	3
Redundancy at Avg Flow	1 duty +1 standby	2 duty +1 standby
Redundancy at Peak Flow	2 duty	3 duty
Maximum Allowable Differential Elevation between Filter Influent and Effluent Channels	12"	
Operating Headloss at Avg Flow	By Manufacturer	By Manufacturer
Operating Headloss at Max Flow	By Manufacturer	By Manufacturer

**NOTES:**

- Scenario 1 operating flow passes through Clarifier #4. Scenario 2 operating flow passes through Clarifier #3.
- Total Suspended Solids daily average limitation measured via composite twice weekly. Refer to TPDES PERMIT NO. WQ0012114001 issued on June 25, 2021.

**Permits, Codes & Standards, Design References**

**Permits**

The project permitting requirements are described as follows:

Permit	Comment
TPDES Permit No. WQ0012114001, issued date of June 25, 2021	TPDES Permit Modification Is not required as effluent characteristics remain unchanged or improved post project.
Design and Construction Approvals (30 TAC Chapter 217), including Summary Transmittal Letter to TCEQ	The design engineer is responsible for approval of the project through TCEQ. The contractor may not commence work until necessary approvals are received.
Reclaimed Water Use Authorization Stormwater Construction General Permit (TXR150000)	For construction sites disturbing 1 acre or greater, a Storm Water Pollution Prevention Plan shall be required by contractor.

**Codes, Standards and Design References**

The project shall be designed and constructed in accordance with the following minimum requirements as noted:

Codes, Standard, Design Reference	Comment
Owner Specifications	There are no Owner provided design specifications for the project.
ANSI/ISA Standards for Instrumentation	Instrument engineer shall utilize for instrumentation and control system design.
API Standards for Tanks and Piping	Mechanical engineering design criteria for tanks and piping systems.
ASME Boiler and Pressure Vessel Code	Mechanical engineering design and construction for pressure vessels above 15 psi.
NEC (NFPA 70) - National Electrical Code	Electrical engineer and contractor shall establish safe electrical design and installation practices.
NFPA 820 - Fire Protection in Wastewater Treatment Facilities	Electrical engineer <b>or facility owner</b> shall define hazardous classifications and fire protection requirements for the plant.
OSHA Standards for Confined Spaces and Safety	ESCO to ensure worker safety in hazardous and confined environments.

**Reference Documents**

The documents listed below are included in this ECM Basis and Description by reference, and can be found in Attachment I to Schedule A – Scope of Work:

Document No	Document Name	Revision
NA	TPDES PERMIT NO. WQ0012114001	June 25, 2021
NA	Technical Memorandum - Hydraulic Evaluation	February 21, 2026
SESPC-C-01	Site Plan	B
SESPC-G-05A	Process Flow Schematic - Baseline	B
SESPC-G-05B	Process Flow Schematic - Proposed	B
SESPC-G-06	Process Hydraulic Profile	B
SESPC-E-10	Electrical Proposed MCC-1	B
SESPC-DE-10	Demo Electrical MCC-1	B

## ECM 4 – NON-POTABLE PLANT WATER

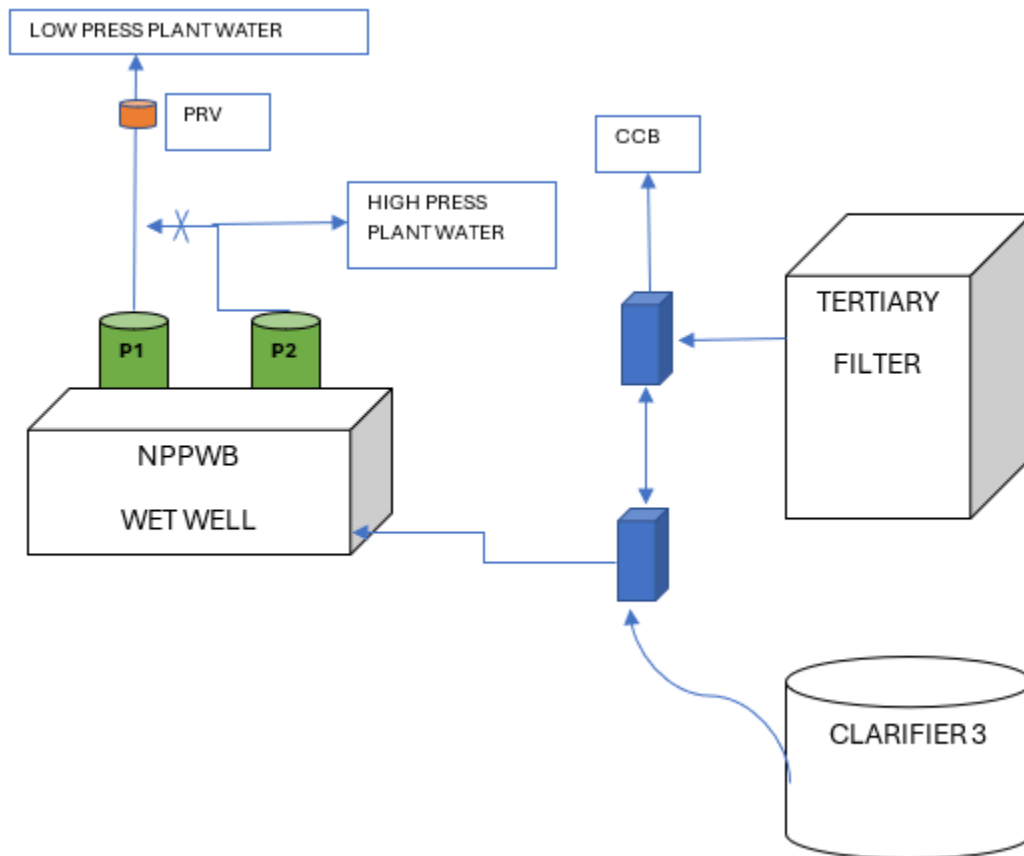
### Process Baseline and Proposed Performance

#### Baseline System

Water is currently supplied to the existing Non-Potable Plant Water Basin (NPPWB) during normal operation from the downstream side of the traveling bridge filters. When the traveling bridge filter is out of service, effluent from Clarifier No. 3 can be directed to the NPPWB through the overflow box.

Flow is directed from the filter effluent channel to a splitter box that in turn feeds both the NPPWB and the CCB. Manual weir gates are installed in the splitter box to control the flow split. From the splitter box, water is conveyed to the NPPWB via an 8" line without flow or level control that has led to overflow events.

There is presently no means to automatically control influent to the NPPWB as the top of the basins are lower than the normal operating surface the effluent splitter box. Two plant water pumps serve a bifurcated plant water operating on separate pressure planes as shown in the schematic below. The planes are separated by a pressure reducing valve that allows either pump to serve either system. The high-pressure system provides plant water to the belt press and to the polymer blender. The low-pressure system provides plant water for in-plant service water. A cross-connection with a normally closed butterfly valve allows either pump to operate either system manually.



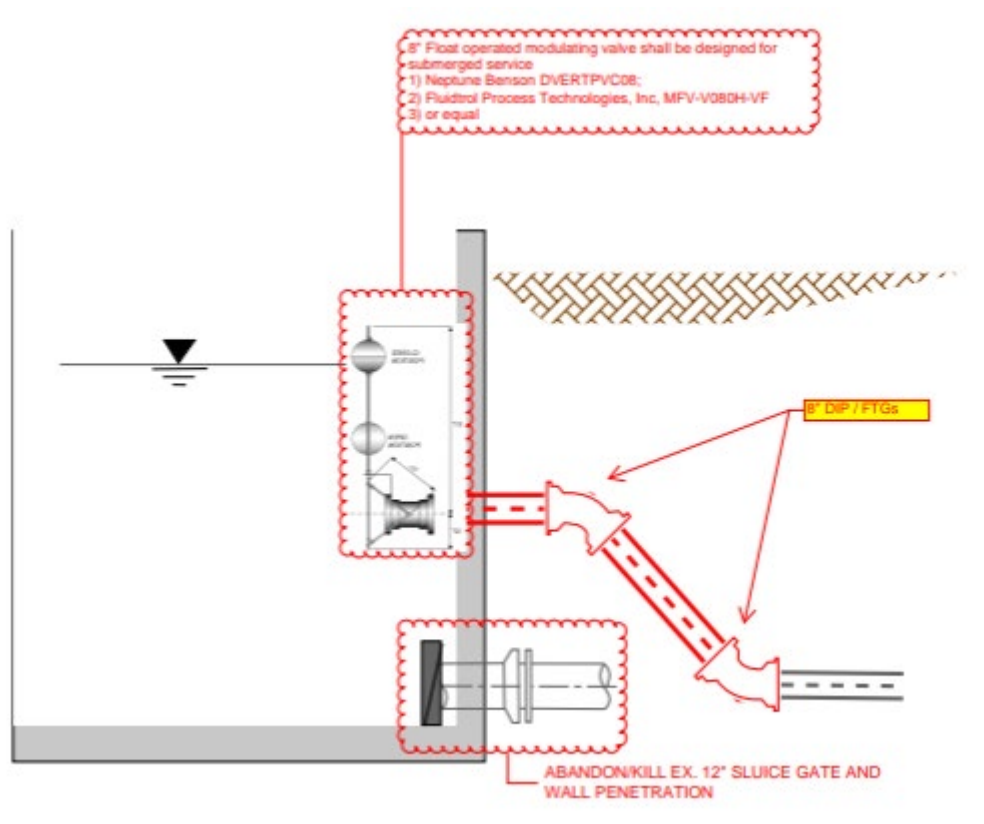
#### Proposed Improvements

Mechanical Upgrades

To improve water level management and prevent overflow or excessively low levels in the NPPWB, the following upgrades are proposed:

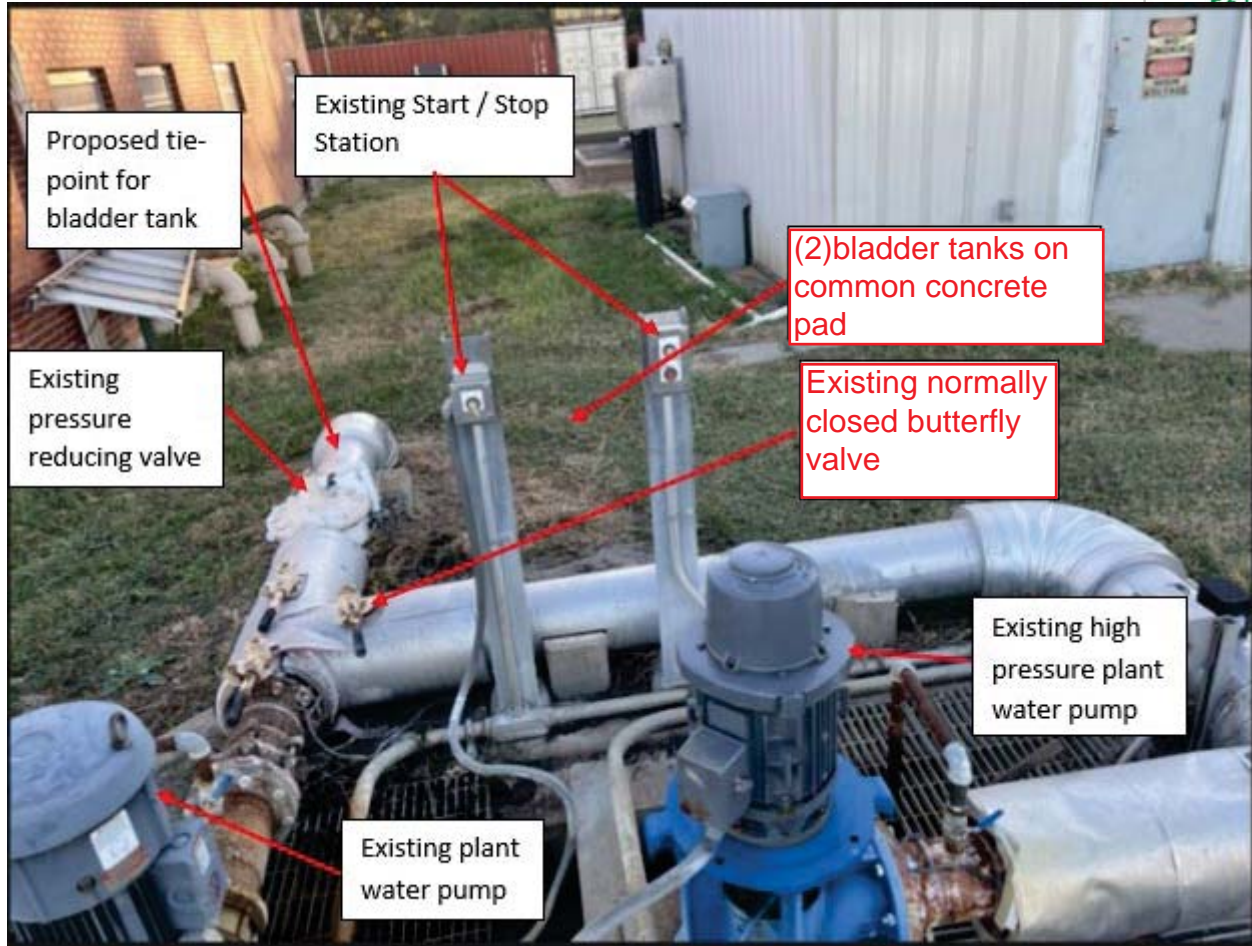
- Abandon the existing sluice gate and wall penetration to the NPPWB
- Redirect and control flow to NPPWB by adding an 8" wall penetration with appropriately set modulating float valve (Flitrol MFV-V080H-HF, or equal)

See sketch below;



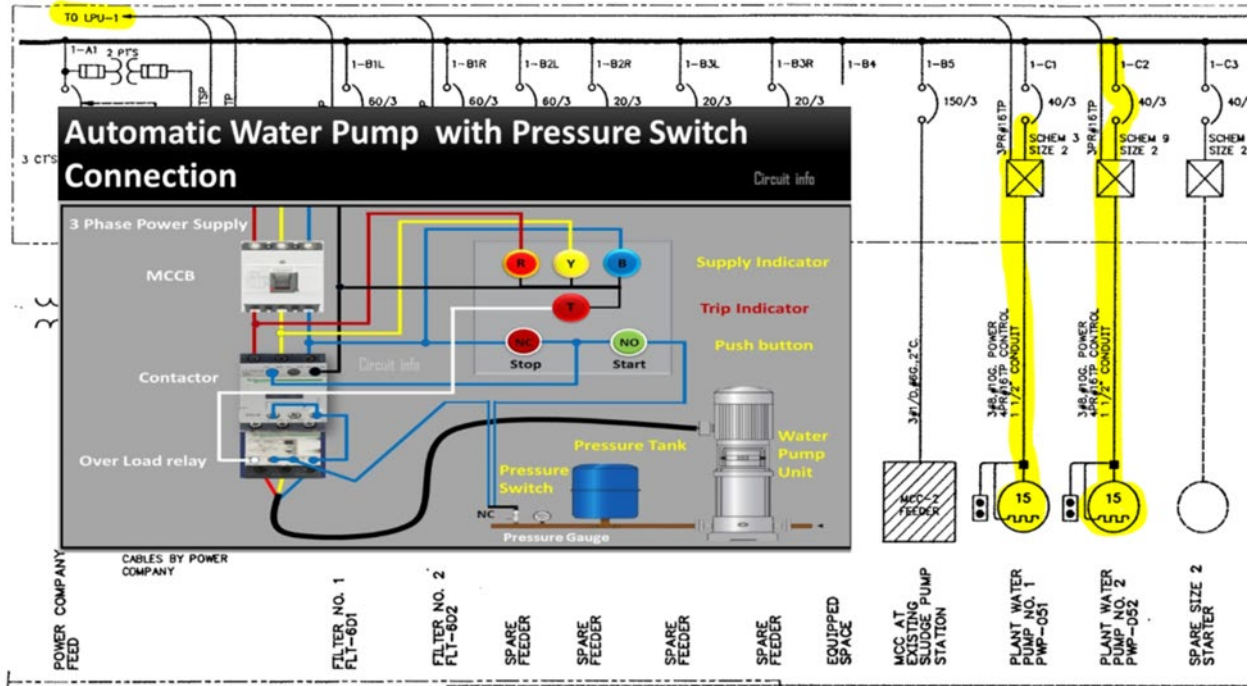
To reduce cycling of the pump providing in-plant service water, the following modifications are proposed;

- Provide bladder tanks together with concrete pads for each system with pressure switches integrated into existing motor starter circuits. See annotated picture below for existing condition and proposed changes;



Electrical Upgrades

Each pump's existing start/stop circuit will be modified to include a new pressure switch. The new Control wiring will be provided between each motor starter and pressure switch on bladder tanks, enabling each pump to be automatically controlled based on pressure at bladder tank. See annotated picture below for existing condition and proposed changes.



### Operating Philosophy

The control strategy to be implemented to ensure the NPPWB maintain optimal water levels for reliable operation is as follows:

- Normal Operation: The modulating float valve allows continuous flow to maintain NPPWB basin levels for downstream plant water usage.
- High-Level Condition: When the water level approaches high level, the modulating valve approaches a fully closed position. At high level, the valve closes and prevents flow into the NPPWB
- Low-Level Condition: When the modulating float lowers with basin level and approaches low level, the valve approaches a fully open position allowing water to fully flow into the basin.

The following operating strategy for the plant water pumps will be implemented:

- The pumps will continue to operate with one serving the high pressure system (belt filter press normally operating 1 to 2 times per week for about 5 hours each time and one serving the low pressure system.
- The pressure switch the low pressure system will signal for the pump serving the low pressure system to turn on or off.
- Likewise, the pump normally supplying the high pressure system is controlled by a combination of ON/OFF pushbuttons and the pressure switch.

### Baseline and Projected Energy Use

There are no savings nor penalty associated with the plant water system upgrades.

### Design Criteria

#### Site Specific Design Parameters

Existing plant process design characteristics are summarized in the tables below:

Site Conditions	
Location	City of Kaufman, TX
Elevation, ft above MSL	500 ft

**System Design**

Existing plant process design characteristics are summarized in the tables below:

Bladder Tank Sizing Approach	

**Permits, Codes & Standards, Design References**

**Permits**

The project permitting requirements are described as follows:

Permit	Comment
TPDES Permit No. WQ0012114001, issued date of June 25, 2021	TPDES Permit Modification Is not required as effluent characteristics remain unchanged or improved post project.
Design and Construction Approvals (30 TAC Chapter 217), including Summary Transmittal Letter to TCEQ	The design engineer is responsible for approval of the project through TCEQ. The contractor may not commence work until necessary approvals are received.
Reclaimed Water Use Authorization Stormwater Construction General Permit (TXR150000)	For construction sites disturbing 1 acre or greater, a Storm Water Pollution Prevention Plan shall be required by contractor.

**Codes, Standards and Design References**

The project shall be designed and constructed in accordance with the following minimum requirements as noted.

Codes, Standard, Design Reference	Comment
Owner Specifications	There are no Owner provided design specifications for the project.
ANSI/ISA Standards for Instrumentation	Instrument engineer shall utilize for instrumentation and control system design.
API Standards for Tanks and Piping	Mechanical engineering design criteria for tanks and piping systems.
ASME Boiler and Pressure Vessel Code	Mechanical engineering design and construction for pressure vessels above 15 psi.
NEC (NFPA 70) - National Electrical Code	Electrical engineer and contractor shall establish safe electrical design and installation practices.
NFPA 820 - Fire Protection in Wastewater Treatment Facilities	Electrical engineer <b>or facility owner</b> shall define hazardous classifications and fire protection requirements for the plant.
OSHA Standards for Confined Spaces and Safety	Contractor to ensure worker safety in hazardous and confined environments.

### Reference Documents

The documents listed below are included in this ECM Basis and Description by reference, and can be found in Attachment I to Schedule A – Scope of Work:

Document No	Document Name	Revision
SESPS-C-01	Site Plan – Overall Project - Proposed	B
SESPS-G-45	Flow Schematic – Plant Water	B
SESPS-G-46	Hydraulic Profile – Plant Water	B

## A.3 Exclusions and Clarifications

### ECM 1 – PLANT PROCESS TERTIARY FILTRATION REPLACEMENT

1. Includes temporary filtration services
2. Includes (3) new adjustable SS weirs for chlorine contact basins
3. Includes new wash water line for filters with pipe insulation
4. Excludes modifications for individual filter cell isolation
5. Excludes shade structure for filter basin
6. Excludes additional wall in basin to separate future filter cells
7. Excludes integration to existing SCADA system/ front end
8. Assumes Nexom Mita filter selection per Attachment I
9. Assumes reuse of existing electrical conduit and cable from existing electrical subpanel to filter basin
10. Assumes stand-alone operation of new filtration, with Clarifier #4 to remain as primary and Clarifier #3 as backup

### ECM 4 – NON-POTABLE PLANT WATER

1. Assumes no temporary services

### GENERAL

1. For the avoidance of doubt, while the Scope of Work references design information such as design criteria, all design services are excluded from this Scope of Work and are included in a separate Investment Grade Audit Agreement.
2. Exclusions and clarifications per Work Breakdown Structure documents in Attachment II.
3. Basin draining and cleaning by Owner.
4. Use of site utilities (hook up by subs) temp water and power for trailers and site needs, plant power and water for construction needs. ESCO includes the cost to establish temporary construction power for construction trailers. ESCO will coordinate the plan for temporary power with plant staff. ESCO excludes the cost for temporary power and water usage for construction (meter cost). ESCO assumes electricity, sewer and potable water hookups will be available for the construction trailer area and workspace areas.
5. Owner will be responsible for providing power and/or fuel for the temporary systems.
6. ESCO excludes the cost of obtaining permits.
7. ESCO excludes all unforeseen AHJ requirements & fees, if not included in scope of work.
8. ESCO excludes the cost of all AHJ and third-party inspections.
9. ESCO assumes permit application fees are to be paid by Owner. Cost for source testing is not included. If it is determined that source testing is required, ESCO can secure a subconsultant with a testing firm to perform these services, if requested.
10. Owner is responsible for costs associated with additional scope identified by AHJ(s) that is beyond that defined in Schedule A and Attachment I, and costs associated with extension of project's critical path beyond that defined in Schedule B.2 and/or Attachment II to accommodate AHJ(s) reviews and/or requirements.
11. ESCO excludes the cost of special inspections.
12. All new materials at the point of interconnection provided by ESCO to match existing in locations where installed.
13. ESCO excludes the cost to obtain a SWPPP permit as the disturbed area will be less than an acre. ESCO will maintain local Best Management Practices (BMPs) where the course of ESCO's work disturbs soil.
14. Identify adequate location for concrete washout, laydown, spoils, site trailer and parking locations, gate access keys. ESCO assumes there will be allotted space for material storage, office facilities and parking for all staff, craft labor and subcontractors next to our office trailers.
15. ESCO assumes spoils can be distributed on-site for any electrical trenching work, if required
16. ESCO excludes all additional seismic and or structural support, engineering, and upgrades to systems or components outside of the scope of work outlined above.

17. Owner to identify all hazards and locations, evacuation plan ESCO assumes Owner is the generator of any hazardous materials discovered on the existing site.
18. Hazardous materials abatement is excluded.
19. Demolition and Disposal of any hazardous material encountered on the project is excluded.
20. Procore will be used as the project management system that will be used for project documentation, for all reviews and approvals.
21. Lightning Protection is excluded.
22. Fire protection equipment is excluded.
23. Equipment lubrication needs in the field (after startup) are excluded.
24. ESCO excludes changes requested by Owner in design criteria and site layout during final design (post-contract).
25. ESCO is not responsible for calibrating equipment or instrumentation provided by Owner or other vendors, even if mentioned in the specifications or addenda referenced.
26. The following are excluded:
  - a. Software Licenses
  - b. Antenna tower and/or mast
  - c. Stilling wells
  - d. Spare Parts
  - e. Salvage
  - f. Networking infrastructure or architecture modifications to existing facilities
  - g. Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services. Arc flash study to be provided by Owner on existing electrical gear
  - h. Signal loop diagrams for equipment not furnished by ESCO
27. Radar and X-Ray inspection and investigation is excluded.
28. Labor cost is based upon an 8-hour day, Monday through Friday.
29. Additional cost for shift/overtime/weekend/acceleration of work will be applicable, if ESCO is directed or required by Owner to do so. ESCO may also include shift/overtime/weekend/acceleration of work, if necessary.
30. Hours of operation identified for construction, special circumstances for after-hours work if requested by ESCO
31. BIM modeling is excluded.
32. Buy American or AIS provisions are excluded.
33. Disadvantaged Business Enterprises, such as Local Business Enterprise, Local Small Business Enterprise, Minority or Women Owned Business Enterprise, Disabled Veteran Business Enterprise, or any other similar programs are excluded.
34. Construction schedule will not be cost/resource loaded. The schedule will be submitted in Primavera 6 or other applicable electronic format.
35. ESCO will provide internet and cell phone service for all office personnel. Providing these services to other personnel on the project is excluded.
36. ESCO will provide pest control for our temporary facilities but exclude other temporary facilities and permanent pest control with warranty.
37. The technical specifications determine limits of painting.
38. Secondary Effluent Water will be allowed for the hydrostatic testing of concrete structures and other testing needs, when required. Owner will make Secondary Effluent Water available for use and provide an area for disposal of the water once testing is completed.
39. Dewatering is excluded.
40. ESCO includes haul-off of all excavation material and import of all backfill material for the structures, foundations, and pads. ESCO assumes that excavated pipeline material can be re-used as backfill above the pipe bedding zones.
41. No passivation is included.
42. For Pickle & Passivate activities if required, citric acid will be used by ESCO as it is a more environmentally friendly, safer, and less toxic product to use than other acids.
43. Temporary AC to all buildings is excluded.
44. Factory Mutual Design is excluded.
45. Inspection or testing for hazardous materials, universal waste, sampling of water, soil or other materials is

- excluded.
46. Removal of unknown or undocumented structures is excluded
  47. Rerouting of any pipes or conduits shown to be demoed is excluded
  48. Traffic Control is excluded
  49. Asphalt will be same thickness in areas as determined when excavation the areas , if required
  50. Any Owner Requested Change Orders will be Lump Sum
  51. Existing main breaker plant feed, Owner takes all ownership responsibilities in functionality in operation, tie-in and maintaining service this during construction
  52. Owner Responsibilities: Owner shall be responsible for all the equipment, shutdowns, startups, testing, and other assistance identified as “(entity specific)” And Or “OWNER” in the following contract documents:
    - a. Drawings and Specifications (Attachment I)
    - b. Construction Phasing Plan, Work Breakdown Structure, and Schedule (Attachment II)
    - c. Plan and Typical Requirements per ECM (Schedule A)
    - d. And any Owner equipment or process interaction
  53. Owner agrees to provide to ESCO reasonable access to all Wastewater Treatment Plant facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:
    - a. Wastewater Treatment Plant
      - a. All mechanical equipment rooms in the Wastewater Treatment Plant
      - b. All SCADA systems and/or vendor control panels which control part or all of any of the wastewater processes listed within this Contract
      - c. Personnel with responsibility for operating and/or managing any of the facilities and wastewater processes listed within this Contract on a reasonable as-available basis
      - d. Construction documents, equipment inventories, and other documents that may be helpful in evaluating any scope of work as listed within this Contract
      - e. All SCADA and plant information as requested by ESCO to be provided by Owner in a timely manner to ensure system performance.
      - f. Remote access to SCADA or certain packages may be requested by ESCO.
      - g. Prior to Substantial Completion, Owner will perform daily facilities monitoring and promptly review any alarm summaries and share with ESCO.
  54. Replacement of aeration air header piping from blowers to aeration basins is excluded; existing piping will be utilized.
  55. Restoration of landscape, hardscape, seeding, and, or sodding grass restoration is excluded.
  56. In case of a difference between documents associated with this contract, the following order of precedence shall apply:
    - a. Contract
    - b. Drawings
    - c. Specifications

## CONTINGENCY

### Owner Contingency

Amount above the ESCO's project price that is carried by the Owner to account for owner-initiated changes, 3rd party testing or unanticipated conditions by both the ESCO and the Owner. Any unused funds are retained by the Owner.

- Unforeseen underground interferences or conditions associated with installation of duct banks, vaults, and piping, or during excavation.
- Repairs of concrete spalling and cracks or coatings in existing structures, as well as repairs to existing piping, gates, and valves.
- Repairs and/or replacement of deficient existing instruments and devices associated with existing systems, that are discovered as a of result of implementing the ECMs.
- Any issues identified during Owner's draining of existing systems prior to ESCO installation commencement, and Owner refilling after ESCO installation completion.

- Contaminated soil or groundwater encountered during excavation.
- Any extended/unforeseen delay during shutdowns or tie-ins, to coordinate with plant based on existing process/conditions.
- Unforeseen AHJ requirements and fees, if not included in scope of work.
- Delays based on schedule conflicts with other ongoing construction projects, or abnormal plant operations
- Additional temporary power and temporary facilities, to support any unforeseen shutdowns that may come up, outside of shutdowns identified in the construction contract Scope of Work
- Any project engineers, inspection, or other consultants that will be hired by Owner to provide field observation and testing as necessary, or quality control for the project in general.

### ESCO Contingency

Amount built into the Project Price to mitigate project-related risks for which the ESCO is contractually responsible (i.e., finalizing design details, inaccurate assumptions or calculations, etc.). Any unused funds are retained by ESCO.

- Scope gaps and scope creep to get to 100% Issued for Construction design.
- Omissions from ESCO pricing within current scope of work as shown on the Final IGA design.
- Unanticipated costs for coordination and resequencing of ESCO subcontractors and vendors within currently defined schedule.
- ESCO subcontractors or vendors non-performance or underperformance.
- Subcontractor labor disputes.
- Design progression, assuming no new scope of work is added by Owner.
- Exact routing of duct banks or underground conduits or utilities.
- Exact routing of conduits for control wiring from new PLCs to new field instrumentation and devices.
- Interpretation of design documents regarding selection of materials for conduits and/or piping.
- Labor and/or other cost increases resulting from late delivery of equipment.
- Labor and/or other cost increases resulting from delay in contract award up to 90 days from submission of pricing proposal.

## Attachment I – Scope of Work Supporting Detail

### I.1 ECM(s) Basis and Description Supporting Documentation

#### ECM 1 – PLANT PROCESS TERTIARY FILTRATION REPLACEMENT

See below for a list of the attached reference documents that support the ECM Basis and Description:

Document No	Document Name	Revision
NA	TPDES PERMIT NO. WQ0012114001	June 25, 2021
NA	Technical Memorandum - Hydraulic Evaluation	February 21, 2026
SESPC-C-01	Site Plan	B
SESPC-G-05A	Process Flow Schematic - Baseline	B
SESPC-G-05B	Process Flow Schematic - Proposed	B
SESPC-G-06	Process Hydraulic Profile	B
SESPC-E-10	Electrical Proposed MCC-1	B
SESPC-DE-10	Demo Electrical MCC-1	B

#### ECM 4 – NON-POTABLE PLANT WATER

See below for a list of the attached reference documents that support the ECM Basis and Description:

Document No	Document Name	Revision
SESPS-C-01	Site Plan	B
SESPS-G-45	Flow Schematic – Plant Water	B
SESPS-G-46	Hydraulic Profile – Plant Water	B

## I.2 Equipment Procurement Specifications

### ECM 1 – PLANT PROCESS TERTIARY FILTRATION REPLACEMENT

See below for a list of the attached procurement documents that support the Scope of Work:

Document No	Document Name	Revision
NA	Nexom Scope of Supply	February 19, 2026

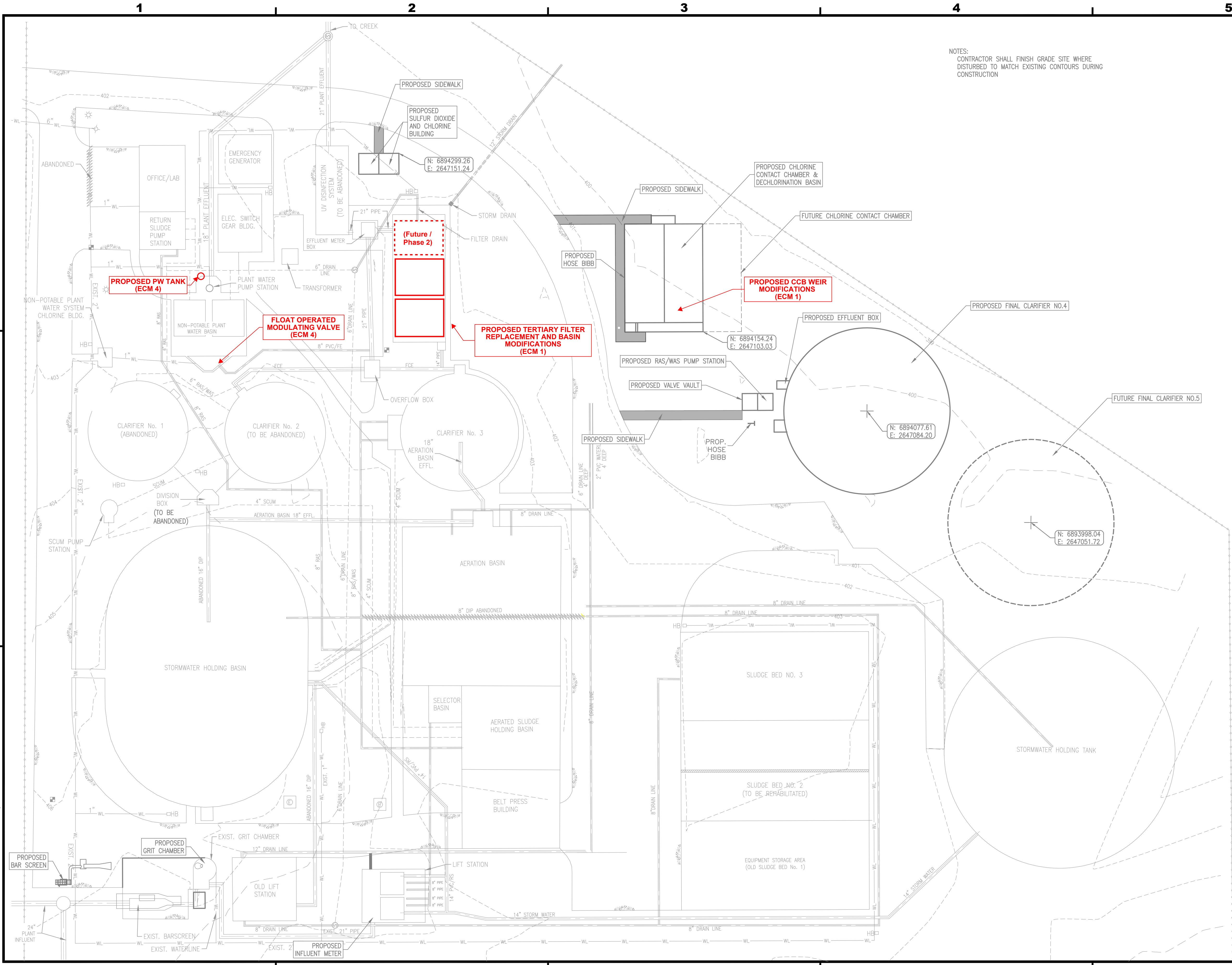
## I.3 SCADA Integration and/or Expansion

### ECM 1 – PLANT PROCESS TERTIARY FILTRATION REPLACEMENT

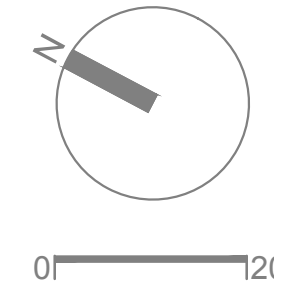
New Filter Local Control Panels (LCPs) and Master Control Panel (MCP) will not be integrated with existing SCADA to enable remote operations, monitoring, and/or control.

### ECM 4 – NON-POTABLE PLANT WATER

New equipment will not be integrated with existing SCADA to enable remote operations, monitoring, and/or control.



NOTES:  
 CONTRACTOR SHALL FINISH GRADE SITE WHERE  
 DISTURBED TO MATCH EXISTING CONTOURS DURING  
 CONSTRUCTION



**Schneider Electric**  
 TEXAS REGISTERED ENGINEERING FIRM F-5231  
 Schneider Electric  
 1650 West Crosby Road  
 Carrollton, TX 75006 USA  
 Tel: +1 804 330 5660  
 Fax: +1 804 330 9002  
 www.schneider-electric.com

MARK	DATE	SUBMISSION / REVISION	DESCRIPTION

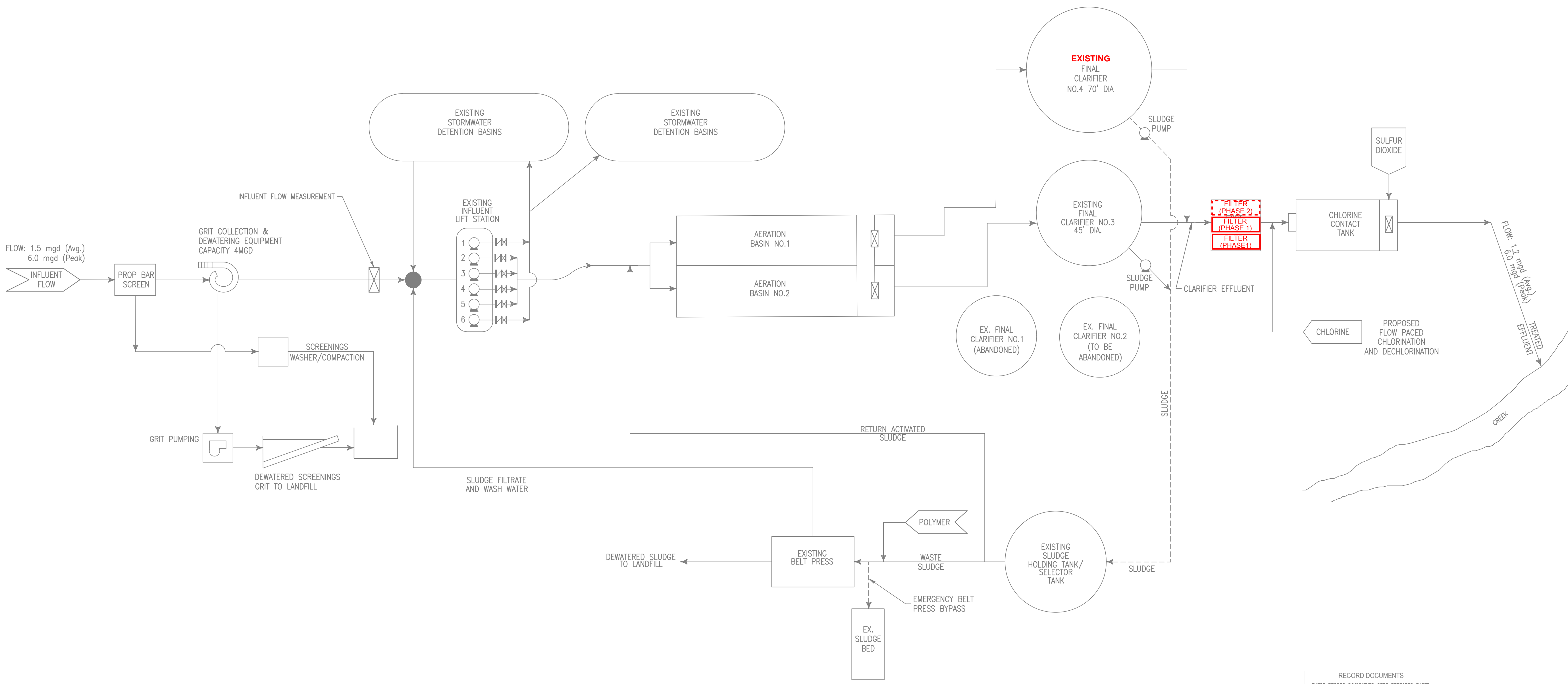
MARK	DATE	SUBMISSION / REVISION	DESCRIPTION

DRAWN BY:	CHECKED BY:
DESIGNED BY:	APPROVED BY:
DATE:	PROJECT:

RECORD I  
 THESE RECORD DOCUMENTS  
 ON INFORMATION PROVIDED  
 FREEMAN-MILLICAN, INC.  
 ACCURATE OR COMPLETE  
 UNLESS OTHERWISE NOTE  
 FREEMAN-MILLICAN, INC.  
 ERRORS OR OMISSIONS &  
 ERRONEOUS INFORMATION  
 FREEMAN-MILLICAN  
 BY: \_\_\_\_\_  
 DATE: 01.16.2024



<b>BAR SCREEN</b> NO. OF UNITS: 1 NEW TYPE: MECHANICAL CAPACITY: 4.0MGD AVG. 6.0MGD PEAK	<b>GRIT REMOVAL</b> NO. OF UNITS: TYPE: VORTEX SIZE: 8" DIAMETER CAPACITY: 4.0MGD AVG. 6.0MGD PEAK	<b>INFLUENT FLOW MEASUREMENT</b> NO. OF UNITS: 1 TYPE: WEIR	<b>LIFT STATION</b> NO. OF UNITS: 6 TYPE: SUBMERSIBLE WASTEWATER CAPACITY: 2.4MGD PEAK PUMP CAPACITY & TDH: PUMP NO.1 RWP-301 4.0MGD PUMP NO.2 RWP-302 0.8MGD PUMP NO.3 RWP-303 0.8MGD PUMP NO.4 RWP-304 0.8MGD PUMP NO.5 RWP-305 0.8MGD PUMP NO.6 RWP-306 4.0MGD	<b>DETENTION BASIN</b> NO. OF UNITS: 2 DIA: 100' SWD: 12' CAPACITY: 0.70MGD EACH	<b>AERATION BASIN</b> NO. OF UNITS: 2 DIMENSIONS: 62'X31'X15' SWD EACH CAPACITY: 4.0MGD AVG. 6.0MGD PEAK	<b>SLUDGE HOLDING TANKS</b> NO. OF UNITS: 1 SIZE: 35'X31'X18' SWD MIXING: COARSE BUBBLE AERATION VOLUME: 146,104 GALLON	<b>FINAL CLARIFIER</b> NO. OF UNITS: 2 2 EXISTING <b>CLARIFIER #3</b> CAPACITY 1.4 MGD DIMENSIONS: 45' DIA. 10' SWD 1590 SQ. FT. 15904 CU. FT. WEIR LENGTH: 141 FT. <b>CLARIFIER #4</b> DIMENSIONS: 70' DIA. 12' SWD 3,846 SQ. FT. 46,152 CU. FT. WEIR LENGTH: 220 FT. TOTAL SURFACE AREA: 5,436 SQ. FT. TOTAL VOLUME: 62,056 CU. FT. 0.464 MG SURFACE LOADING: 1.5 MGD/SF @Qd 6.0 MGD/SF @Qp DETENTION TIME: 7.4HRS @ Qd 1.86HRS @ Qp WEIR LOADING: 27,272 GPD/LF @ Qp CAPACITY: 4.6MGD PEAK	<b>FILTERS (PHASE 1):</b> NO. OF UNITS: 2 DIMENSIONS: 2 TYPE: CLOTH FILTERS CAPACITY: 0.8 MGD AADF 1.2 MGD PEAK AADF 3.1 MGD PEAK <b>FILTERS (PHASE 2 - FUTURE):</b> NO. OF UNITS: 3 DIMENSIONS: TYPE: CLOTH FILTERS CAPACITY: xx MGD AADF xx MGD PEAK AADF 6.2 MGD PEAK <b>HOLD</b>	<b>BELT PRESS</b> NO. OF UNITS: 1 SIZE: 2.0 METER BELT WIDTH CAPACITY: 175 GPM ANCILLARY EQUIPMENT: POLYMER SYSTEM	<b>CHLORINE CONTACT CHAMBER</b> NO. OF UNITS: 2 SIZE: 15'X42' EACH CAPACITY: 4.0MGD AVG. 6.0MGD PEAK
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FLOW SCHEMATIC  
NOT TO SCALE

RECORD DOCUMENTS  
THESE RECORD DOCUMENTS WERE PREPARED BASED ON INFORMATION PROVIDED BY OTHERS. FREEMAN-MILLICAN, INC. HAS NOT VERIFIED THE ACCURACY OR COMPLETENESS OF THIS INFORMATION, UNLESS OTHERWISE NOTED ON THESE DOCUMENTS. FREEMAN-MILLICAN, INC. IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS RESULTING FROM ERRONEOUS INFORMATION PROVIDED BY OTHERS.  
FREEMAN-MILLICAN, INC.  
By: \_\_\_\_\_  
DATE: 01.16.2024

LEGEND

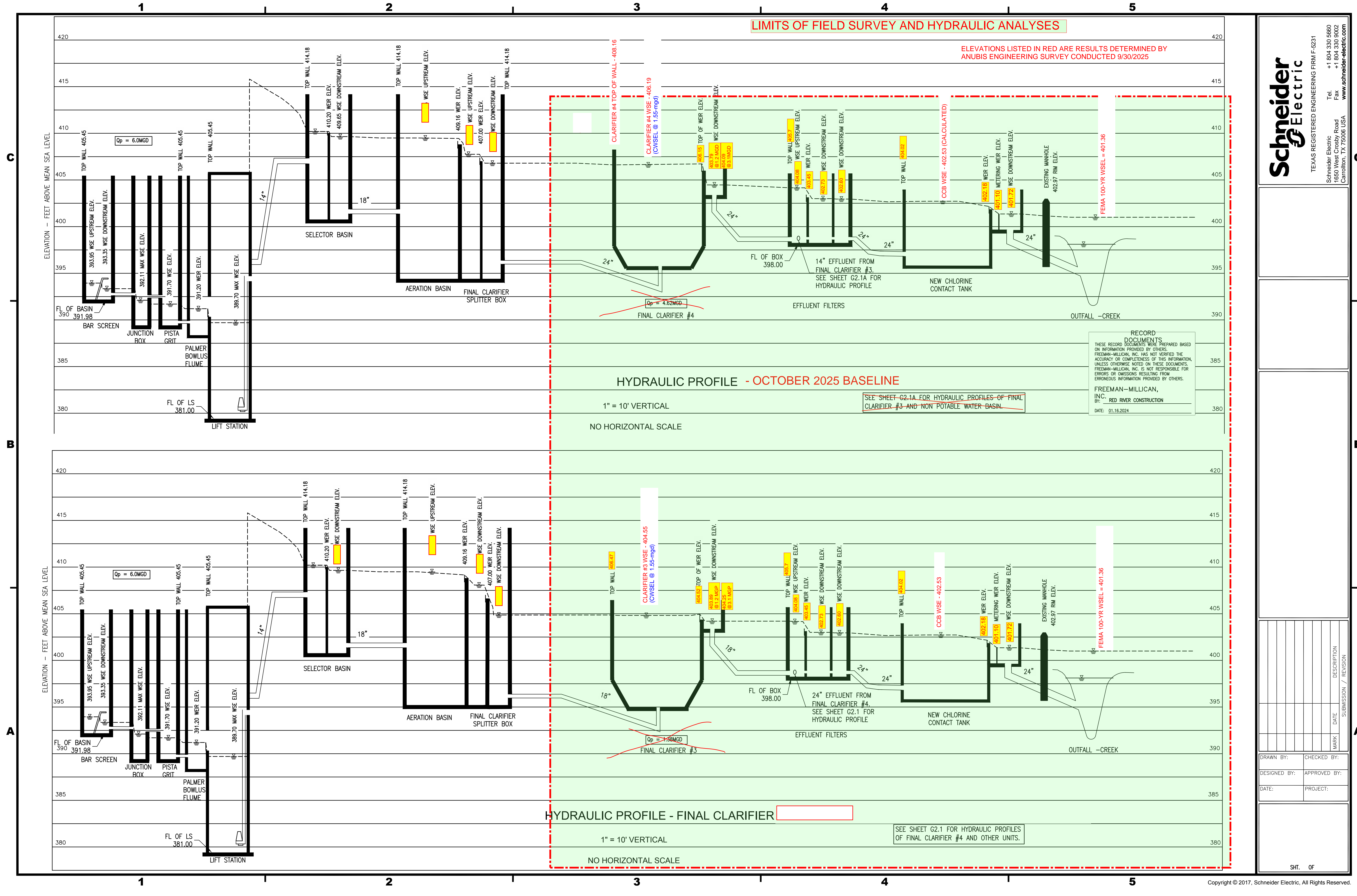
	WEIR
	VALVES
	PUMPS

**Schneider Electric**  
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Carrollton, TX 75006 USA  
Tel: +1 804 330 5660  
Fax: +1 804 330 9002  
www.schneider-electric.com

MARK	DATE	DESCRIPTION	REVISION

DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_  
DESIGNED BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_ PROJECT: \_\_\_\_\_

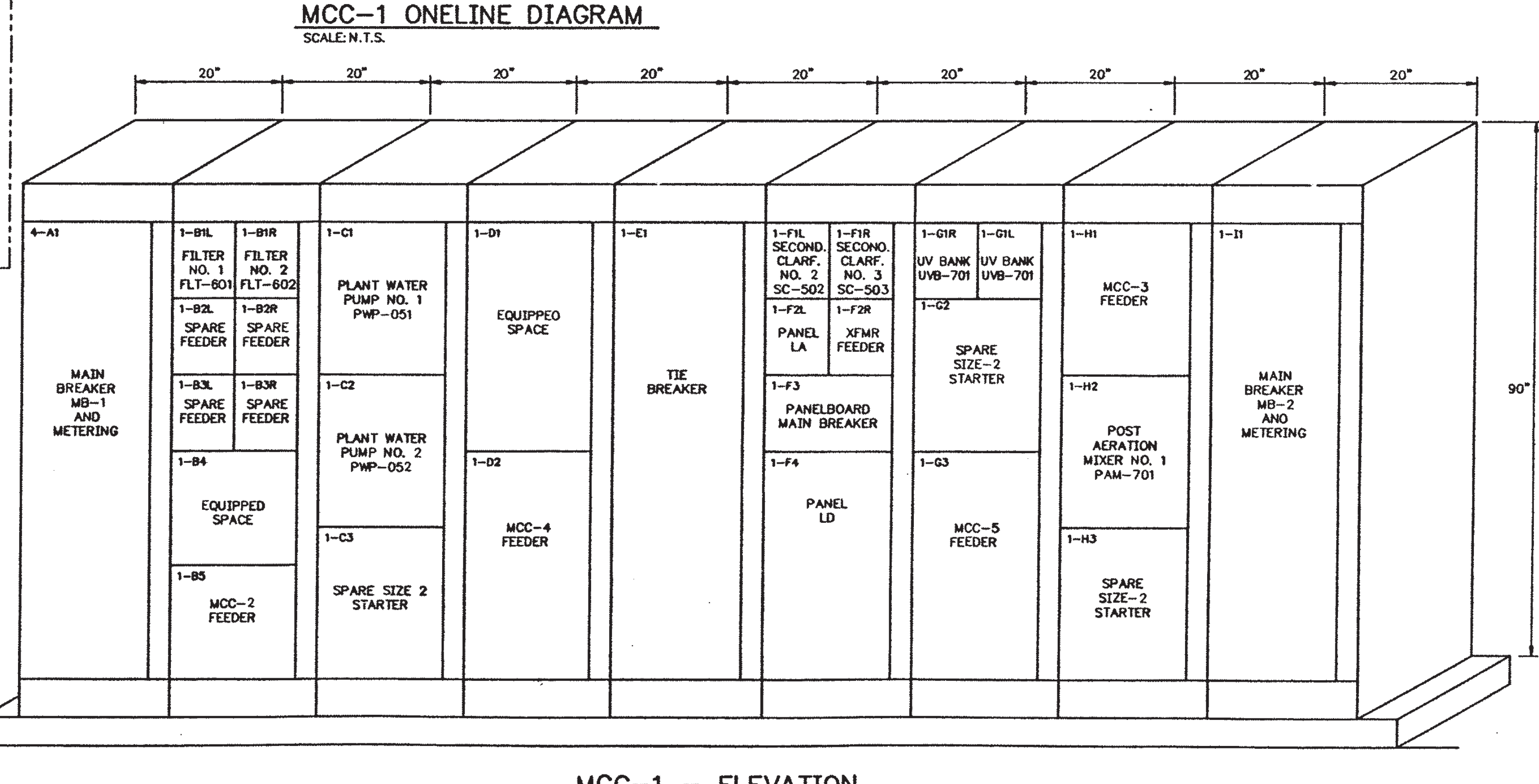
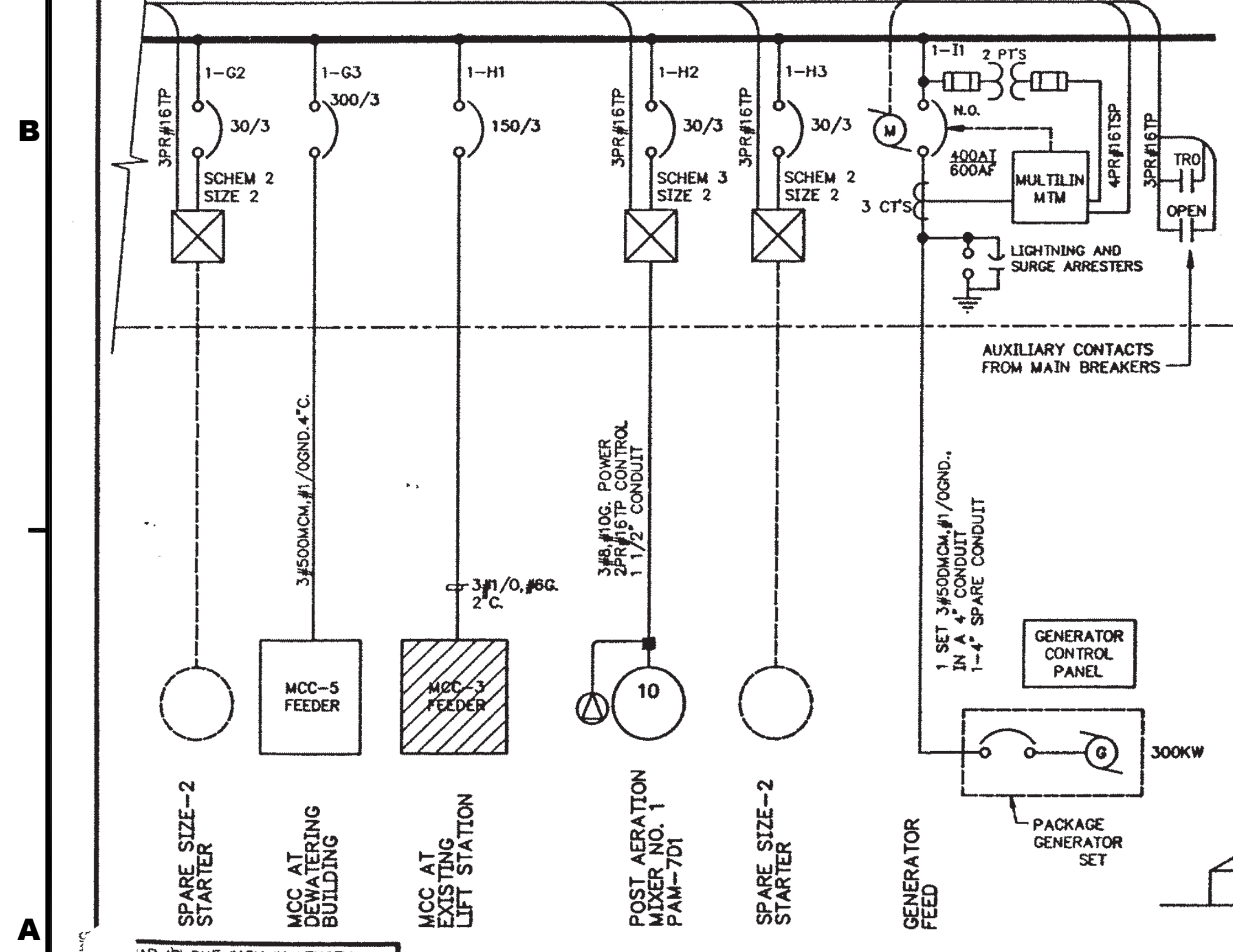
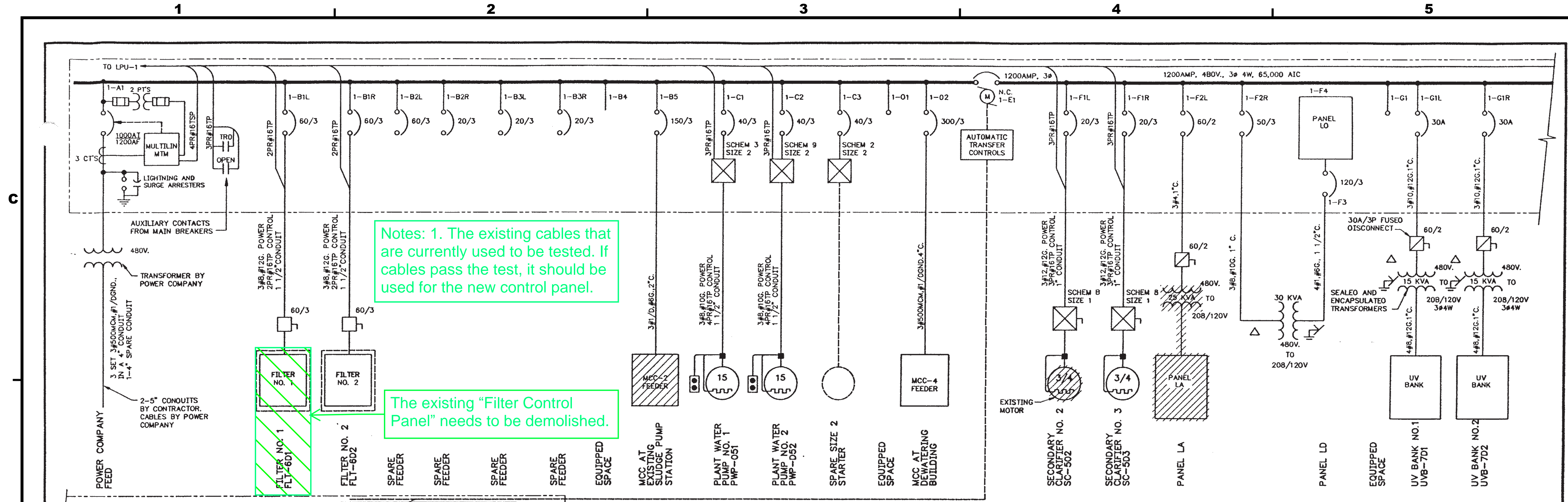
SHT. OF \_\_\_\_\_



MARK	DATE	DESCRIPTION
		SUBMISSION / REVISION

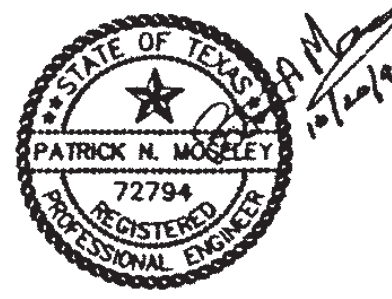
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DESIGNED BY:	APPROVED BY:
DATE:	PROJECT:

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EXISTING EQUIPMENT

**BID SET**  
THIS DOCUMENT IS INTENDED FOR BIDDING AND CONSTRUCTION PURPOSES.  
PATRICK N. MOSELEY, P.E. NO. 72794  
ON OCTOBER 11th, 1993



**Chiang, Patel and Associates, Inc.**  
Consulting Engineers • Planners • Project Management

AS IS ONE INCH IN LENGTH IN ORIGINAL DRAWING, CHECK SCALE AND ADJUST ACCORDINGLY.

DESIGNED BY	P.N. MOSELEY
DRAWN BY	J.G. GRANT
CHECKED BY	P.N. MOSELEY
REVIEWED BY	P.K. PAEL

**Alan Plummer and Associates, Inc.**  
CIVIL/ENVIRONMENTAL ENGINEERS • ARLINGTON • FT. WORTH • AUSTIN, TEXAS

**CITY OF KAUFMAN, TEXAS**  
REHABILITATION AND EXPANSION OF THE KAUFMAN WWTP

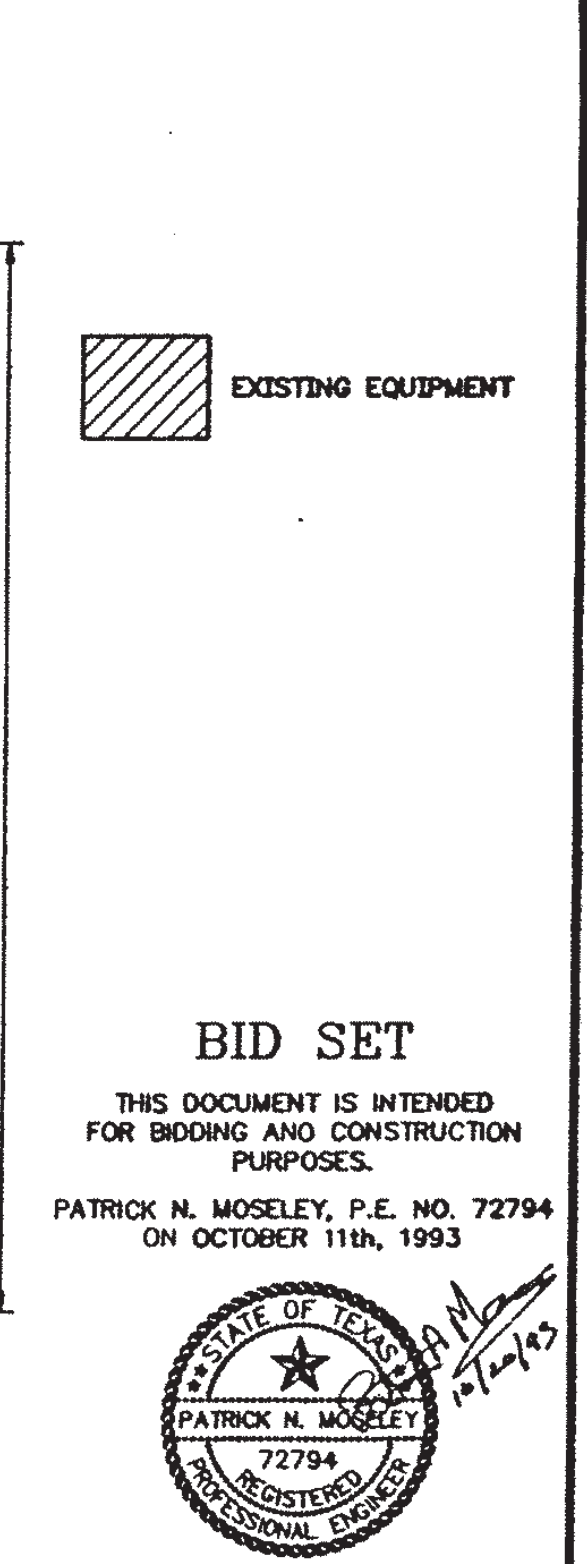
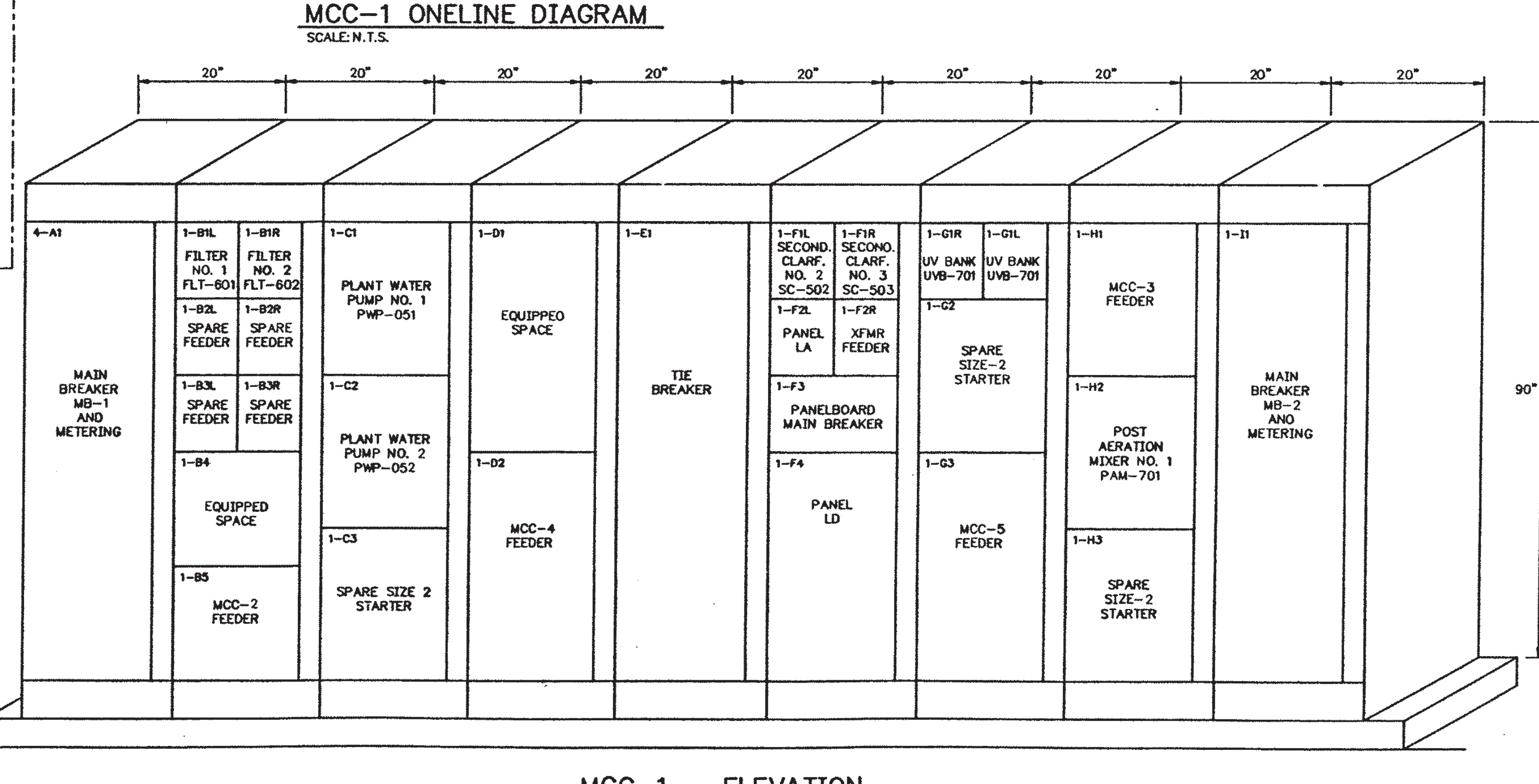
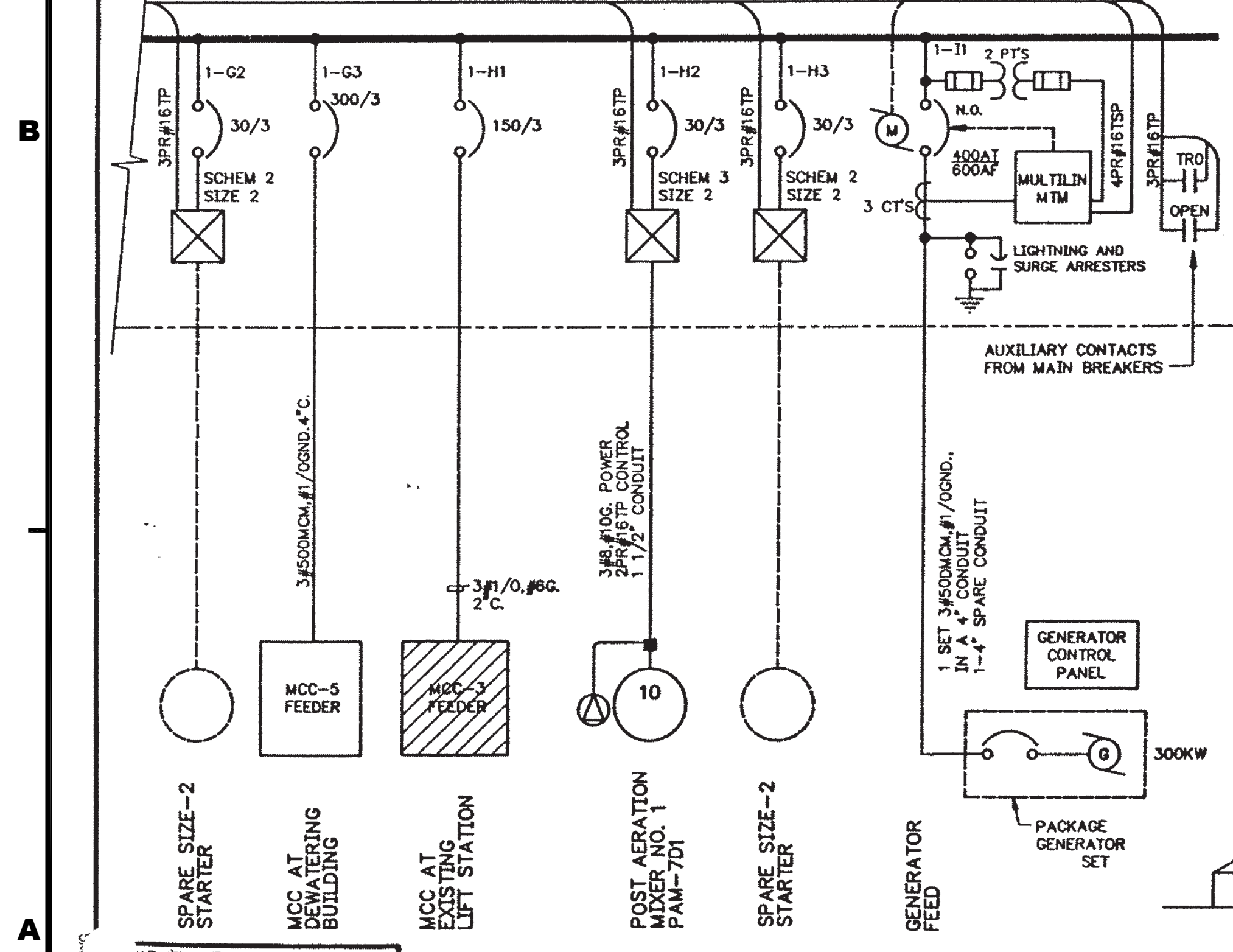
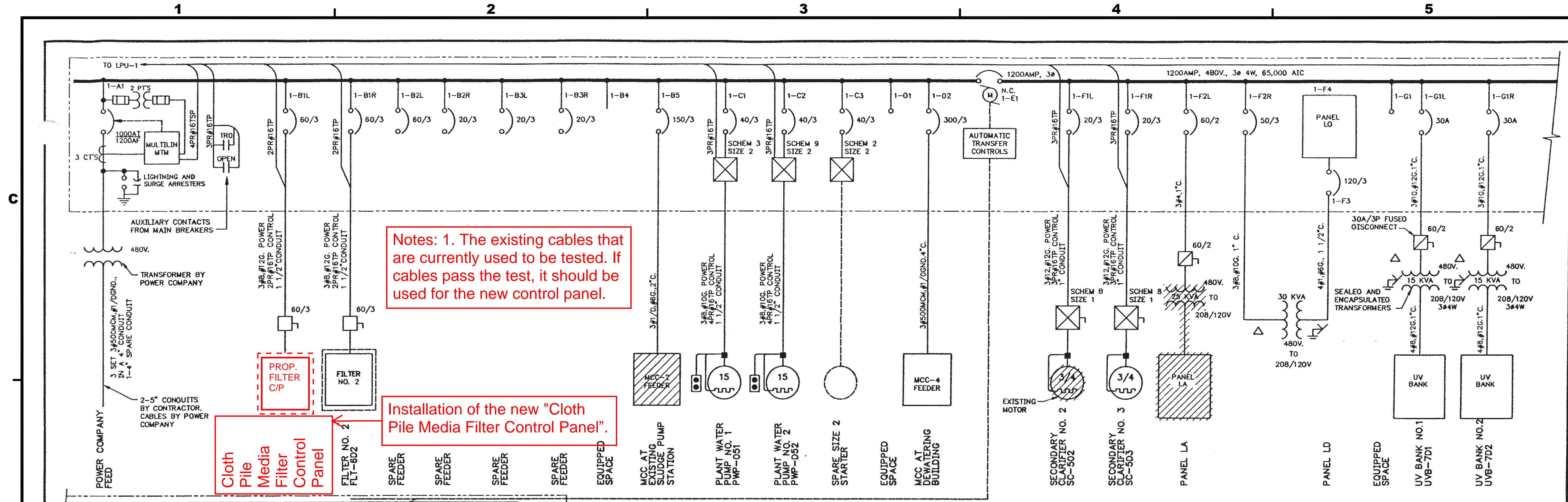
**MCC-1 ONELINE DIAGRAM**  
Soc. 15 of 109  
Dep. No. E-004  
467-0400

**Schneider Electric**  
TEXAS REGISTERED ENGINEERING FIRM F-5231  
Schneider Electric  
1650 West Crosby Road  
Carrollton, TX 75006 USA  
Tel. +1 804 330 5660  
Fax +1 804 330 9002  
www.schneider-electric.com

MARK	DATE	DESCRIPTION	REVISION

DRAWN BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_  
DESIGNED BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_ PROJECT: \_\_\_\_\_

SHT. OF \_\_\_\_\_



ONE INCH IS ONE INCH IN LENGTH IN ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

NO.	DATE	REVISION	BY

DESIGNED BY: P.N. MOSELEY  
 DRAWN BY: J.G. GRANT  
 CHECKED BY: P.N. MOSELEY  
 REVIEWED BY: P.K. PAHEL

Alan Plummer and Associates, Inc.  
 CIVIL/ENVIRONMENTAL ENGINEERS • ARLINGTON-FT. WORTH-AUSTIN, TEXAS

CITY OF KAUFMAN, TEXAS  
 REHABILITATION AND EXPANSION OF THE KAUFMAN WWTP

MCC-1 ONELINE DIAGRAM  
 15 of 109  
 E-004  
 467-0400

Chiang, Patel and Associates, Inc.  
 Consulting Engineers • Planners • Project Management

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MARK	DATE	DESCRIPTION / REVISION

DRAWN BY:      CHECKED BY:  
 DESIGNED BY:    APPROVED BY:  
 DATE:            PROJECT:

1

2

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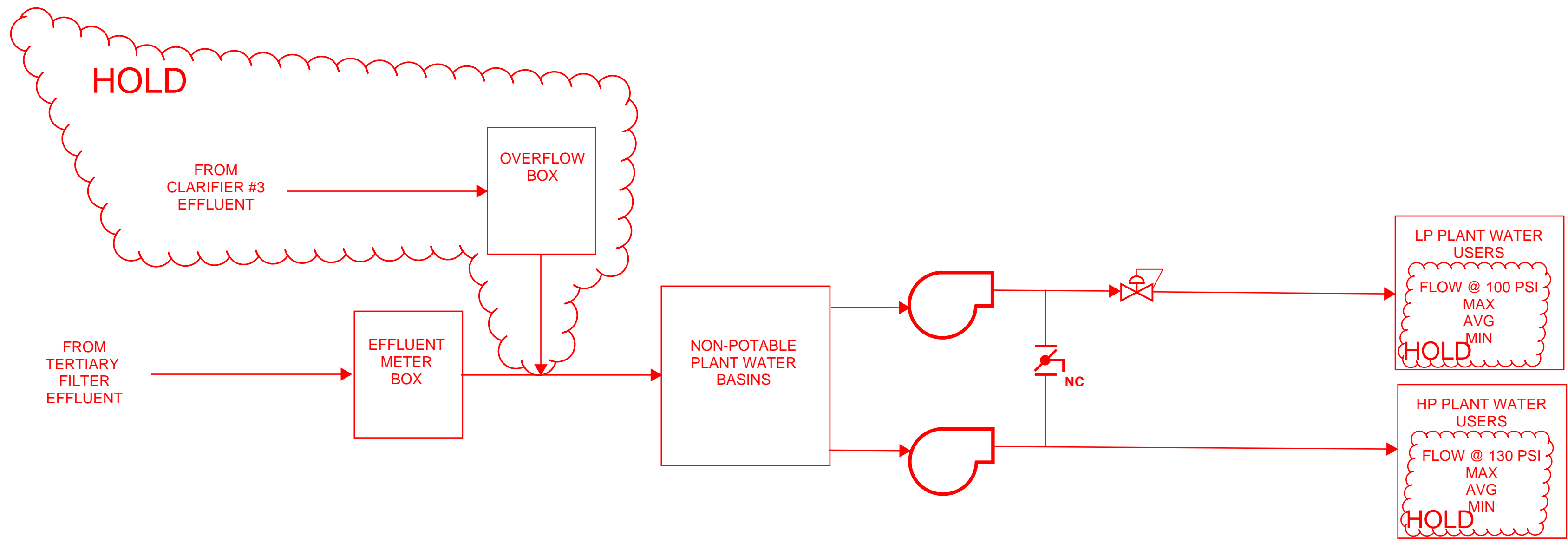
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**EFFLUENT METER BOX:**  
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DIMENSIONS:  
TYPE:  
CAPACITY:

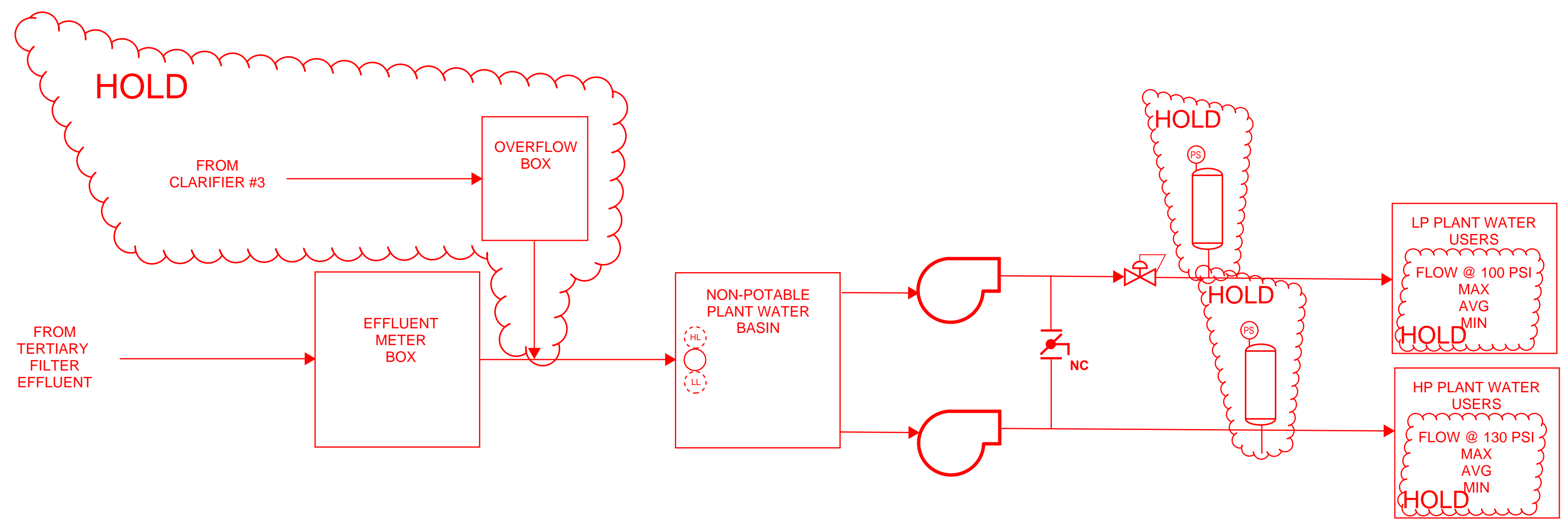
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NO. OF UNITS: 2  
DIMENSIONS:  
TYPE:  
CAPACITY:

**PLANT WATER PUMPS:**  
NO. OF UNITS: 2  
TYPE: VERTICAL TURBINE  
CAPACITY AND TDH:  
120 GPM  
313 TDH  
15 HP



**EXISTING PLANT WATER**

**PROPOSED PLANT WATER TANK:**  
NO. OF UNITS: 1  
TYPE:  
CAPACITY:



**PROPOSED PLANT WATER**

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www.schneider-electric.com

**SCHNEIDER ELECTRIC ENERGY SERVICES**  
PROJECT FOR  
**CITY OF KAUFMAN, TX**  
Wastewater Treatment Plant  
600 Enterprise Wy  
Kaufman, TX 75142

MARK	DATE	DESCRIPTION	SUBMISSION / REVISION
B	11-7-2	MID-TERM ICA	0

DRAWN BY:	CHECKED BY:
DESIGNED BY:	APPROVED BY:
DATE:	PROJECT:
JKJ	MH
TH	TH
11-07-2	PC24P001

Non-Potable Plant Water  
Flow Schematic  
**G-45**  
SHT. - 0F -

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2

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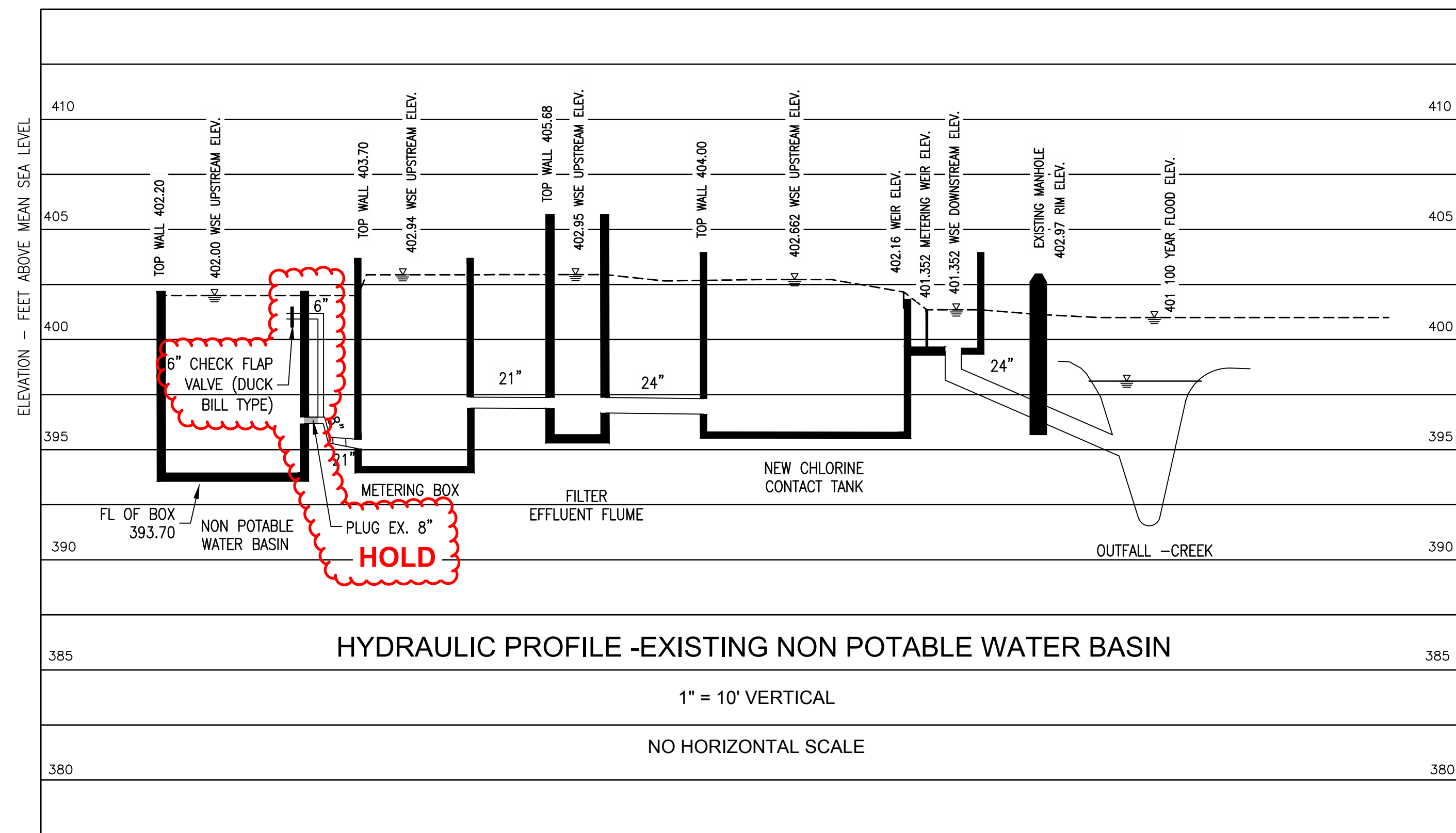
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5

C

B

A



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 Carrollton, TX 75006 USA  
 Tel: +1 804 330 5660  
 Fax: +1 804 330 9002  
 www.schneider-electric.com

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MARK	DATE	DESCRIPTION

DRAWN BY:	CHECKED BY:
DESIGNED BY:	APPROVED BY:
DATE:	PROJECT:

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TPDES PERMIT NO. WQ0012114001  
[For TCEQ office use only - EPA I.D.  
No. TX0079391]

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
P.O. Box 13087  
Austin, Texas 78711-3087

This is a renewal that replaces TPDES  
Permit No. WQ0012114001 issued on  
May 5, 2017.

PERMIT TO DISCHARGE WASTES  
under provisions of  
Section 402 of the Clean Water Act  
and Chapter 26 of the Texas Water Code

City of Kaufman

whose mailing address is

209 South Washington Street  
Kaufman, Texas 75142

is authorized to treat and discharge wastes from the City of Kaufman Wastewater Treatment  
Plant, SIC Code 4952

located at 600 Enterprise Way, Kaufman in Kaufman County, Texas 75412

to Prairie Branch, thence to Big Cottonwood Creek, thence to Cedar Creek Reservoir in Segment  
No. 0818 of the Trinity River Basin

only according to effluent limitations, monitoring requirements, and other conditions set forth  
in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ),  
the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does  
not grant to the permittee the right to use private or public property for conveyance of  
wastewater along the discharge route described in this permit. This includes, but is not limited  
to, property belonging to any individual, partnership, corporation, or other entity. Neither does  
this permit authorize any invasion of personal rights nor any violation of federal, state, or local  
laws or regulations. It is the responsibility of the permittee to acquire property rights as may be  
necessary to use the discharge route.

This permit shall expire at midnight, **five years from the date of issuance.**

ISSUED DATE:

June 25, 2021

A handwritten signature in black ink, appearing to read "T. G. Baker", written over a horizontal line.

For the Commission

INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Outfall Number 001

1. During the period beginning upon the date of issuance and lasting through the completion of construction of the chlorination/dechlorination units, the permittee is authorized to discharge subject to the following effluent limitations:

The annual average flow of effluent shall not exceed 1.2 million gallons per day (MGD), nor shall the average discharge during any two-hour period (2-hour peak) exceed 2,153 gallons per minute.

Effluent Characteristic	Discharge Limitations				Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	10 (100)	15	25	35	Two/week	Composite
Total Suspended Solids	15 (150)	25	40	60	Two/week	Composite
Ammonia Nitrogen						
April - October	3 (30)	6	10	15	Two/week	Composite
November - March	5 (50)	7	10	15	Two/week	Composite
<i>E. coli</i> , CFU or MPN* per 100 ml	126	N/A	399	N/A	Daily	Grab

\*CFU or MPN - colony-forming units or most probable number

2. The permittee shall utilize an Ultraviolet Light (UV) system for disinfection purposes. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.
6. The effluent shall contain a minimum dissolved oxygen of 4.0 mg/l and shall be monitored twice per week by grab sample.
7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Outfall Number 001

1. During the period beginning upon the completion of construction of the chlorination/dechlorination units and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations:

The annual average flow of effluent shall not exceed 1.2 million gallons per day (MGD), nor shall the average discharge during any two-hour period (2-hour peak) exceed 2,153 gallons per minute.

Effluent Characteristic	Discharge Limitations				Min. Self-Monitoring Requirements	
	Daily Avg mg/l (lbs/day)	7-day Avg mg/l	Daily Max mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	10 (100)	15	25	35	Two/week	Composite
Total Suspended Solids	15 (150)	25	40	60	Two/week	Composite
Ammonia Nitrogen						
April - October	3 (30)	6	10	15	Two/week	Composite
November - March	5 (50)	7	10	15	Two/week	Composite
<i>E. coli</i> , CFU or MPN* per 100 ml	126	N/A	399	N/A	One/week	Grab

\*CFU or MPN - colony-forming units or most probable number

2. The effluent shall contain a chlorine residual of at least 1.0 mg/l after a detention time of at least 20 minutes (based on peak flow) and shall be monitored daily by grab sample at each chlorine contact chamber. The permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual and shall monitor chlorine residual daily by grab sample after the dechlorination process. An equivalent method of disinfection may be substituted only with prior approval of the Executive Director.
3. The pH shall not be less than 6.0 standard units nor greater than 9.0 standard units and shall be monitored once per week by grab sample.
4. There shall be no discharge of floating solids or visible foam in other than trace amounts and no discharge of visible oil.
5. Effluent monitoring samples shall be taken at the following location(s): Following the final treatment unit.
6. The effluent shall contain a minimum dissolved oxygen of 4.0 mg/l and shall be monitored twice per week by grab sample.
7. The annual average flow and maximum 2-hour peak flow shall be reported monthly.

## DEFINITIONS AND STANDARD PERMIT CONDITIONS

As required by Title 30 Texas Administrative Code (TAC) Chapter 305, certain regulations appear as standard conditions in waste discharge permits. 30 TAC § 305.121 - 305.129 (relating to Permit Characteristics and Conditions) as promulgated under the Texas Water Code (TWC) §§ 5.103 and 5.105, and the Texas Health and Safety Code (THSC) §§ 361.017 and 361.024(a), establish the characteristics and standards for waste discharge permits, including sewage sludge, and those sections of 40 Code of Federal Regulations (CFR) Part 122 adopted by reference by the Commission. The following text includes these conditions and incorporates them into this permit. All definitions in TWC § 26.001 and 30 TAC Chapter 305 shall apply to this permit and are incorporated by reference. Some specific definitions of words or phrases used in this permit are as follows:

### 1. Flow Measurements

- a. Annual average flow - the arithmetic average of all daily flow determinations taken within the preceding 12 consecutive calendar months. The annual average flow determination shall consist of daily flow volume determinations made by a totalizing meter, charted on a chart recorder and limited to major domestic wastewater discharge facilities with one million gallons per day or greater permitted flow.
- b. Daily average flow - the arithmetic average of all determinations of the daily flow within a period of one calendar month. The daily average flow determination shall consist of determinations made on at least four separate days. If instantaneous measurements are used to determine the daily flow, the determination shall be the arithmetic average of all instantaneous measurements taken during that month. Daily average flow determination for intermittent discharges shall consist of a minimum of three flow determinations on days of discharge.
- c. Daily maximum flow - the highest total flow for any 24-hour period in a calendar month.
- d. Instantaneous flow - the measured flow during the minimum time required to interpret the flow measuring device.
- e. 2-hour peak flow (domestic wastewater treatment plants) - the maximum flow sustained for a two-hour period during the period of daily discharge. The average of multiple measurements of instantaneous maximum flow within a two-hour period may be used to calculate the 2-hour peak flow.
- f. Maximum 2-hour peak flow (domestic wastewater treatment plants) - the highest 2-hour peak flow for any 24-hour period in a calendar month.

### 2. Concentration Measurements

- a. Daily average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar month, consisting of at least four separate representative measurements.
  - i. For domestic wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values in the previous four consecutive month period consisting of at least four measurements shall be utilized as the daily average concentration.

- ii. For all other wastewater treatment plants - When four samples are not available in a calendar month, the arithmetic average (weighted by flow) of all values taken during the month shall be utilized as the daily average concentration.
- b. 7-day average concentration - the arithmetic average of all effluent samples, composite or grab as required by this permit, within a period of one calendar week, Sunday through Saturday.
- c. Daily maximum concentration - the maximum concentration measured on a single day, by the sample type specified in the permit, within a period of one calendar month.
- d. Daily discharge - the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in terms of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the sampling day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the sampling day.

The daily discharge determination of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily discharge determination of concentration shall be the arithmetic average (weighted by flow value) of all samples collected during that day.

- e. Bacteria concentration (*E. coli* or Enterococci) - Colony Forming Units (CFU) or Most Probable Number (MPN) of bacteria per 100 milliliters effluent. The daily average bacteria concentration is a geometric mean of the values for the effluent samples collected in a calendar month. The geometric mean shall be determined by calculating the  $n$ th root of the product of all measurements made in a calendar month, where  $n$  equals the number of measurements made; or, computed as the antilogarithm of the arithmetic mean of the logarithms of all measurements made in a calendar month. For any measurement of bacteria equaling zero, a substituted value of one shall be made for input into either computation method. If specified, the 7-day average for bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
  - f. Daily average loading (lbs/day) - the arithmetic average of all daily discharge loading calculations during a period of one calendar month. These calculations must be made for each day of the month that a parameter is analyzed. The daily discharge, in terms of mass (lbs/day), is calculated as (Flow, MGD x Concentration, mg/l x 8.34).
  - g. Daily maximum loading (lbs/day) - the highest daily discharge, in terms of mass (lbs/day), within a period of one calendar month.
3. Sample Type
- a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).

- b. Grab sample - an individual sample collected in less than 15 minutes.
4. Treatment Facility (facility) - wastewater facilities used in the conveyance, storage, treatment, recycling, reclamation and/or disposal of domestic sewage, industrial wastes, agricultural wastes, recreational wastes, or other wastes including sludge handling or disposal facilities under the jurisdiction of the Commission.
5. The term "sewage sludge" is defined as solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in 30 TAC Chapter 312. This includes the solids that have not been classified as hazardous waste separated from wastewater by unit processes.
6. The term "biosolids" is defined as sewage sludge that has been tested or processed to meet Class A, Class AB, or Class B pathogen standards in 30 TAC Chapter 312 for beneficial use.
7. Bypass - the intentional diversion of a waste stream from any portion of a treatment facility.

## **MONITORING AND REPORTING REQUIREMENTS**

### **1. Self-Reporting**

Monitoring results shall be provided at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling and reporting in accordance with 30 TAC §§ 319.4 - 319.12. Unless otherwise specified, effluent monitoring data shall be submitted each month, to the Compliance Monitoring Team of the Enforcement Division (MC 224), by the 20th day of the following month for each discharge which is described by this permit whether or not a discharge is made for that month. Monitoring results must be submitted online using the NetDMR reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. Monitoring results must be signed and certified as required by Monitoring and Reporting Requirements No. 10.

As provided by state law, the permittee is subject to administrative, civil and criminal penalties, as applicable, for negligently or knowingly violating the Clean Water Act (CWA); TWC §§ 26, 27, and 28; and THSC § 361, including but not limited to knowingly making any false statement, representation, or certification on any report, record, or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance, or falsifying, tampering with or knowingly rendering inaccurate any monitoring device or method required by this permit or violating any other requirement imposed by state or federal regulations.

### **2. Test Procedures**

- a. Unless otherwise specified in this permit, test procedures for the analysis of pollutants shall comply with procedures specified in 30 TAC §§ 319.11 - 319.12. Measurements, tests, and calculations shall be accurately accomplished in a representative manner.
- b. All laboratory tests submitted to demonstrate compliance with this permit must meet the requirements of 30 TAC § 25, Environmental Testing Laboratory Accreditation and Certification.

### **3. Records of Results**

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.

- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge or biosolids use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503), monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, records of all data used to complete the application for this permit, and the certification required by 40 CFR § 264.73(b)(9) shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, application or certification. This period shall be extended at the request of the Executive Director.
- c. Records of monitoring activities shall include the following:
  - i. date, time and place of sample or measurement;
  - ii. identity of individual who collected the sample or made the measurement.
  - iii. date and time of analysis;
  - iv. identity of the individual and laboratory who performed the analysis;
  - v. the technique or method of analysis; and
  - vi. the results of the analysis or measurement and quality assurance/quality control records.

The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

#### 4. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit using approved analytical methods as specified above, all results of such monitoring shall be included in the calculation and reporting of the values submitted on the approved self-report form. Increased frequency of sampling shall be indicated on the self-report form.

#### 5. Calibration of Instruments

All automatic flow measuring or recording devices and all totalizing meters for measuring flows shall be accurately calibrated by a trained person at plant start-up and as often thereafter as necessary to ensure accuracy, but not less often than annually unless authorized by the Executive Director for a longer period. Such person shall verify in writing that the device is operating properly and giving accurate results. Copies of the verification shall be retained at the facility site and/or shall be readily available for review by a TCEQ representative for a period of three years.

#### 6. Compliance Schedule Reports

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224).

## 7. Noncompliance Notification

- a. In accordance with 30 TAC § 305.125(9) any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Except as allowed by 30 TAC § 305.132, report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. For Publicly Owned Treatment Works (POTWs), effective December 21, 2023, the permittee must submit the written report for unauthorized discharges and unanticipated bypasses that exceed any effluent limit in the permit using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
  - b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:
    - i. Unauthorized discharges as defined in Permit Condition 2(g).
    - ii. Any unanticipated bypass that exceeds any effluent limitation in the permit.
    - iii. Violation of a permitted maximum daily discharge limitation for pollutants listed specifically in the Other Requirements section of an Industrial TPDES permit.
  - c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.
  - d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Compliance Monitoring Team of the Enforcement Division (MC 224) as promptly as possible. For effluent limitation violations, noncompliances shall be reported on the approved self-report form.
8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.

## 9. Changes in Discharges of Toxic Substances

All existing manufacturing, commercial, mining, and silvicultural permittees shall notify the Regional Office, orally or by facsimile transmission within 24 hours, and both the Regional Office and the Compliance Monitoring Team of the Enforcement Division (MC 224) in writing within five (5) working days, after becoming aware of or having reason to believe:

- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following “notification levels”:
  - i. One hundred micrograms per liter (100 µg/L);
  - ii. Two hundred micrograms per liter (200 µg/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 µg/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
  - iii. Five (5) times the maximum concentration value reported for that pollutant in the permit application; or
  - iv. The level established by the TCEQ.
- b. That any activity has occurred or will occur which would result in any discharge, on a nonroutine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following “notification levels”:
  - i. Five hundred micrograms per liter (500 µg/L);
  - ii. One milligram per liter (1 mg/L) for antimony;
  - iii. Ten (10) times the maximum concentration value reported for that pollutant in the permit application; or
  - iv. The level established by the TCEQ.

#### 10. Signatories to Reports

All reports and other information requested by the Executive Director shall be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).

#### 11. All POTWs must provide adequate notice to the Executive Director of the following:

- a. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to CWA § 301 or § 306 if it were directly discharging those pollutants;
- b. Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit; and
- c. For the purpose of this paragraph, adequate notice shall include information on:
  - i. The quality and quantity of effluent introduced into the POTW; and
  - ii. Any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

**PERMIT CONDITIONS**

## 1. General

- a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the Executive Director, it shall promptly submit such facts or information.
- b. This permit is granted on the basis of the information supplied and representations made by the permittee during action on an application, and relying upon the accuracy and completeness of that information and those representations. After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked, in whole or in part, in accordance with 30 TAC Chapter 305, Subchapter D, during its term for good cause including, but not limited to, the following:
  - i. Violation of any terms or conditions of this permit;
  - ii. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
  - iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- c. The permittee shall furnish to the Executive Director, upon request and within a reasonable time, any information to determine whether cause exists for amending, revoking, suspending or terminating the permit. The permittee shall also furnish to the Executive Director, upon request, copies of records required to be kept by the permit.

## 2. Compliance

- a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.
- b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation, or suspension, or for denial of a permit renewal application or an application for a permit for another facility.
- c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
- d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation that has a reasonable likelihood of adversely affecting human health or the environment.
- e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.

- f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and TWC§ 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
  - g. There shall be no unauthorized discharge of wastewater or any other waste. For the purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Other Requirements section of this permit.
  - h. In accordance with 30 TAC § 305.535(a), the permittee may allow any bypass to occur from a TPDES permitted facility which does not cause permitted effluent limitations to be exceeded or an unauthorized discharge to occur, but only if the bypass is also for essential maintenance to assure efficient operation.
  - i. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under TWC §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties) for violations including, but not limited to, negligently or knowingly violating the federal CWA §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under the CWA § 402, or any requirement imposed in a pretreatment program approved under the CWA §§ 402 (a)(3) or 402 (b)(8).
3. Inspections and Entry
- a. Inspection and entry shall be allowed as prescribed in the TWC Chapters 26, 27, and 28, and THSC § 361.
  - b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in TWC § 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

## 4. Permit Amendment and/or Renewal

- a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
  - i. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in accordance with 30 TAC § 305.534 (relating to New Sources and New Dischargers); or
  - ii. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants that are subject neither to effluent limitations in the permit, nor to notification requirements in Monitoring and Reporting Requirements No. 9; or
  - iii. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- b. Prior to any facility modifications, additions, or expansions that will increase the plant capacity beyond the permitted flow, the permittee must apply for and obtain proper authorization from the Commission before commencing construction.
- c. The permittee must apply for an amendment or renewal at least 180 days prior to expiration of the existing permit in order to continue a permitted activity after the expiration date of the permit. If an application is submitted prior to the expiration date of the permit, the existing permit shall remain in effect until the application is approved, denied, or returned. If the application is returned or denied, authorization to continue such activity shall terminate upon the effective date of the action. If an application is not submitted prior to the expiration date of the permit, the permit shall expire and authorization to continue such activity shall terminate.
- d. Prior to accepting or generating wastes which are not described in the permit application or which would result in a significant change in the quantity or quality of the existing discharge, the permittee must report the proposed changes to the Commission. The permittee must apply for a permit amendment reflecting any necessary changes in permit conditions, including effluent limitations for pollutants not identified and limited by this permit.
- e. In accordance with the TWC § 26.029(b), after a public hearing, notice of which shall be given to the permittee, the Commission may require the permittee, from time to time, for good cause, in accordance with applicable laws, to conform to new or additional conditions.
- f. If any toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under CWA § 307(a) for a toxic pollutant which is present in the discharge and that standard or prohibition is more stringent than any limitation on the pollutant in this permit, this permit shall be modified or revoked and reissued to conform to the toxic effluent standard or

prohibition. The permittee shall comply with effluent standards or prohibitions established under CWA § 307(a) for toxic pollutants within the time provided in the regulations that established those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

5. Permit Transfer

- a. Prior to any transfer of this permit, Commission approval must be obtained. The Commission shall be notified in writing of any change in control or ownership of facilities authorized by this permit. Such notification should be sent to the Applications Review and Processing Team (MC 148) of the Water Quality Division.
- b. A permit may be transferred only according to the provisions of 30 TAC § 305.64 (relating to Transfer of Permits) and 30 TAC § 50.133 (relating to Executive Director Action on Application or WQMP update).

6. Relationship to Hazardous Waste Activities

This permit does not authorize any activity of hazardous waste storage, processing, or disposal that requires a permit or other authorization pursuant to the Texas Health and Safety Code.

7. Relationship to Water Rights

Disposal of treated effluent by any means other than discharge directly to water in the state must be specifically authorized in this permit and may require a permit pursuant to TWC Chapter 11.

8. Property Rights

A permit does not convey any property rights of any sort, or any exclusive privilege.

9. Permit Enforceability

The conditions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

10. Relationship to Permit Application

The application pursuant to which the permit has been issued is incorporated herein; provided, however, that in the event of a conflict between the provisions of this permit and the application, the provisions of the permit shall control.

11. Notice of Bankruptcy

- a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:
  - i. the permittee;
  - ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or

- iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.
- b. This notification must indicate:
  - i. the name of the permittee and the permit number(s);
  - ii. the bankruptcy court in which the petition for bankruptcy was filed; and
  - iii. the date of filing of the petition.

## **OPERATIONAL REQUIREMENTS**

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge or biosolids use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.
3. Domestic wastewater treatment facilities shall comply with the following provisions:
  - a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.
  - b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.
4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.
5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.

6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under TWC § 7.302(b)(6).

7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information required for TPDES permit applications, effluent data, including effluent data in permits, draft permits and permit applications, and other information specified as not confidential in 30 TAC §§ 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words confidential business information on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities that generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.
  - a. Whenever flow measurements for any domestic sewage treatment facility reach 75% of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75% of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

If in the judgment of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 219) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.

- b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.

- c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.
9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.
  10. For Publicly Owned Treatment Works (POTWs), the 30-day average (or monthly average) percent removal for BOD and TSS shall not be less than 85%, unless otherwise authorized by this permit.
  11. Facilities that generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:
    - a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.
    - b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.
    - c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Corrective Action Section (MC 221) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.
    - d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.
    - e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well,

container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.

- f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC § 335 and must include the following, as it pertains to wastewater treatment and discharge:
  - i. Volume of waste and date(s) generated from treatment process;
  - ii. Volume of waste disposed of on-site or shipped off-site;
  - iii. Date(s) of disposal;
  - iv. Identity of hauler or transporter;
  - v. Location of disposal site; and
  - vi. Method of final disposal.

The above records shall be maintained on a monthly basis. The records shall be retained at the facility site, or shall be readily available for review by authorized representatives of the TCEQ for at least five years.

12. For industrial facilities to which the requirements of 30 TAC § 335 do not apply, sludge and solid wastes, including tank cleaning and contaminated solids for disposal, shall be disposed of in accordance with THSC § 361.

TCEQ Revision 06/2020

## SLUDGE PROVISIONS

The permittee is authorized to dispose of sludge only at a Texas Commission on Environmental Quality (TCEQ) authorized land application site, co-disposal landfill, wastewater treatment facility, or facility that further processes sludge. **The disposal of sludge or biosolids by land application on property owned, leased or under the direct control of the permittee is a violation of the permit unless the site is authorized with the TCEQ. This provision does not authorize Distribution and Marketing of Class A or Class AB Biosolids. This provision does not authorize the permittee to land apply biosolids on property owned, leased or under the direct control of the permittee.**

### SECTION I. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE OR BIOSOLIDS LAND APPLICATION

#### A. General Requirements

1. The permittee shall handle and dispose of sewage sludge or biosolids in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge or biosolids.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The land application of processed or unprocessed chemical toilet waste, grease trap waste, grit trap waste, milk solids, or similar non-hazardous municipal or industrial solid wastes, or any of the wastes listed in this provision combined with biosolids, WTP residuals or domestic septage is prohibited unless the grease trap waste is added at a fats, oil and grease (FOG) receiving facility as part of an anaerobic digestion process.

#### B. Testing Requirements

1. Sewage sludge or biosolids shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I [Toxicity Characteristic Leaching Procedure (TCLP)] or other method that receives the prior approval of the TCEQ for the contaminants listed in 40 CFR Part 261.24, Table 1. Sewage sludge or biosolids failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal. Following failure of any TCLP test, the management or disposal of sewage sludge or biosolids at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge or biosolids no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 4) within seven (7) days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 4) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30<sup>th</sup> of each year. Effective December 21, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

2. Biosolids shall not be applied to the land if the concentration of the pollutants exceeds the pollutant concentration criteria in Table 1. The frequency of testing for pollutants in Table 1 is found in Section I.C. of this permit.

TABLE 1

<u>Pollutant</u>	<u>Ceiling Concentration</u> <u>(Milligrams per kilogram)*</u>
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
PCBs	49
Selenium	100
Zinc	7500

\* Dry weight basis

3. Pathogen Control

All sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site must be treated by one of the following methods to ensure that the sludge meets either the Class A, Class AB or Class B biosolids pathogen requirements.

- a. For sewage sludge to be classified as Class A biosolids with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 most probable number (MPN) per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge must be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 1 - The temperature of the sewage sludge that is used or disposed shall be maintained at or above a specific value for a period of time. See 30 TAC § 312.82(a)(2)(A) for specific information;

Alternative 5 (PFRP) - Sewage sludge that is used or disposed of must be treated in one of the Processes to Further Reduce Pathogens (PFRP) described in 40 CFR Part 503, Appendix B. PFRP include composting, heat drying, heat treatment, and thermophilic aerobic digestion; or

Alternative 6 (PFRP Equivalent) - Sewage sludge that is used or disposed of must be treated in a process that has been approved by the U. S. Environmental Protection Agency as being equivalent to those in Alternative 5.

- b. For sewage sludge to be classified as Class AB biosolids with respect to pathogens, the density of fecal coliform in the sewage sludge must be less than 1,000 MPN per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. In addition, one of the alternatives listed below must be met:

Alternative 2 - The pH of the sewage sludge that is used or disposed shall be raised to above 12 std. units and shall remain above 12 std. units for 72 hours.

The temperature of the sewage sludge shall be above 52° Celsius for 12 hours or longer during the period that the pH of the sewage sludge is above 12 std. units.

At the end of the 72-hour period during which the pH of the sewage sludge is above 12 std. units, the sewage sludge shall be air dried to achieve a percent solids in the sewage sludge greater than 50%; or

Alternative 3 - The sewage sludge shall be analyzed for enteric viruses prior to pathogen treatment. The limit for enteric viruses is less than one Plaque-forming Unit per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(i-iii) for specific information. The sewage sludge shall be analyzed for viable helminth ova prior to pathogen treatment. The limit for viable helminth ova is less than one per four grams of total solids (dry weight basis) either before or following pathogen treatment. See 30 TAC § 312.82(a)(2)(C)(iv-vi) for specific information; or

Alternative 4 - The density of enteric viruses in the sewage sludge shall be less than one Plaque-forming Unit per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. The density of viable helminth ova in the sewage sludge shall be less than one per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed.

- c. Sewage sludge that meets the requirements of Class AB biosolids may be classified a Class A biosolids if a variance request is submitted in writing that is supported by substantial documentation demonstrating equivalent methods for reducing odors and written approval is granted by the executive director. The executive director may deny the variance request or revoke that approved variance if it is determined that the variance may potentially endanger human health or the environment, or create nuisance odor conditions.
- d. Three alternatives are available to demonstrate compliance with Class B biosolids criteria.

Alternative 1

- i. A minimum of seven random samples of the sewage sludge shall be collected within 48 hours of the time the sewage sludge is used or disposed of during each monitoring episode for the sewage sludge.
- ii. The geometric mean of the density of fecal coliform in the samples collected shall be less than either 2,000,000 MPN per gram of total solids (dry weight basis) or 2,000,000 Colony Forming Units per gram of total solids (dry weight basis).

Alternative 2 - Sewage sludge that is used or disposed of shall be treated in one of the Processes to Significantly Reduce Pathogens (PSRP) described in 40 CFR Part 503, Appendix B, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;
- ii. An independent Texas Licensed Professional Engineer must make a certification to the generator of a sewage sludge that the wastewater treatment facility generating the sewage sludge is designed to achieve one of the PSRP at the permitted design loading of the facility. The certification need only be repeated if the design loading of the facility is increased. The certification shall include a statement indicating the design meets all the applicable standards specified in Appendix B of 40 CFR Part 503;
- iii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iv. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review; and
- v. If the sewage sludge is generated from a mixture of sources, resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the PSRP, and shall meet the certification, operation, and record keeping requirements of this paragraph.

Alternative 3 - Sewage sludge shall be treated in an equivalent process that has been approved by the U.S. Environmental Protection Agency, so long as all of the following requirements are met by the generator of the sewage sludge.

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;

- ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;
- iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and
- v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition to the Alternatives 1 – 3, the following site restrictions must be met if Class B biosolids are land applied:

- i. Food crops with harvested parts that touch the biosolids/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of biosolids.
- ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of biosolids when the biosolids remain on the land surface for 4 months or longer prior to incorporation into the soil.
- iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of biosolids when the biosolids remain on the land surface for less than 4 months prior to incorporation into the soil.
- iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of biosolids.
- v. Domestic livestock shall not be allowed to graze on the land for 30 days after application of biosolids.
- vi. Turf grown on land where biosolids are applied shall not be harvested for 1 year after application of the biosolids when the harvested turf is placed on either land with a high potential for public exposure or a lawn.
- vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of biosolids.

- viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of biosolids.
  - ix. Land application of biosolids shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.
4. Vector Attraction Reduction Requirements

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, or a reclamation site shall be treated by one of the following Alternatives 1 through 10 for vector attraction reduction.

- Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.
- Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.
- Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.
- Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.
- Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.
- Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.
- Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.

- Alternative 9 -
- i. Biosolids shall be injected below the surface of the land.
  - ii. No significant amount of the biosolids shall be present on the land surface within one hour after the biosolids are injected.
  - iii. When sewage sludge that is injected below the surface of the land is Class A or Class AB with respect to pathogens, the biosolids shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.

- Alternative 10-
- i. Biosolids applied to the land surface or placed on a surface disposal site shall be incorporated into the soil within six hours after application to or placement on the land.
  - ii. When biosolids that are incorporated into the soil is Class A or Class AB with respect to pathogens, the biosolids shall be applied to or placed on the land within eight hours after being discharged from the pathogen treatment process.

**C. Monitoring Requirements**

Toxicity Characteristic Leaching Procedure (TCLP) Test - annually  
 PCBs - annually

All metal constituents and fecal coliform or *Salmonella* sp. bacteria shall be monitored at the appropriate frequency shown below, pursuant to 30 TAC § 312.46(a)(1):

<u>Amount of biosolids (*) metric tons per 365-day period</u>	<u>Monitoring Frequency</u>
0 to less than 290	Once/Year
290 to less than 1,500	Once/Quarter
1,500 to less than 15,000	Once/Two Months
15,000 or greater	Once/Month

(\*) *The amount of bulk biosolids applied to the land (dry wt. basis).*

Representative samples of sewage sludge shall be collected and analyzed in accordance with the methods referenced in 30 TAC § 312.7

Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.

Identify in the following categories (as applicable) the sewage sludge or biosolids treatment process or processes at the facility: preliminary operations (e.g., sludge or biosolids grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.

Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge or biosolids for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.

**SECTION II. REQUIREMENTS SPECIFIC TO BULK SEWAGE SLUDGE OR BIOSOLIDS FOR APPLICATION TO THE LAND MEETING CLASS A, CLASS AB or B PATHOGEN REDUCTION AND THE CUMULATIVE LOADING RATES IN TABLE 2, OR CLASS B PATHOGEN REDUCTION AND THE POLLUTANT CONCENTRATIONS IN TABLE 3**

For those permittees meeting Class A, Class AB or B pathogen reduction requirements and that meet the cumulative loading rates in Table 2 below, or the Class B pathogen reduction requirements and contain concentrations of pollutants below listed in Table 3, the following conditions apply:

**A. Pollutant Limits**

Table 2

<u>Pollutant</u>	Cumulative Pollutant Loading Rate (pounds per acre)*
Arsenic	36
Cadmium	35
Chromium	2677
Copper	1339
Lead	268
Mercury	15
Molybdenum	Report Only
Nickel	375
Selenium	89
Zinc	2500

Table 3

<u>Pollutant</u>	Monthly Average Concentration (milligrams per kilogram)*
Arsenic	41
Cadmium	39
Chromium	1200
Copper	1500
Lead	300
Mercury	17
Molybdenum	Report Only
Nickel	420
Selenium	36
Zinc	2800

\*Dry weight basis

**B. Pathogen Control**

All bulk sewage sludge that is applied to agricultural land, forest, a public contact site, a reclamation site, shall be treated by either Class A, Class AB or Class B biosolids pathogen reduction requirements as defined above in Section I.B.3.

### **C. Management Practices**

1. Bulk biosolids shall not be applied to agricultural land, forest, a public contact site, or a reclamation site that is flooded, frozen, or snow-covered so that the bulk sewage sludge enters a wetland or other waters in the State.
2. Bulk biosolids not meeting Class A requirements shall be land applied in a manner which complies with Applicability in accordance with 30 TAC §312.41 and the Management Requirements in accordance with 30 TAC § 312.44.
3. Bulk biosolids shall be applied at or below the agronomic rate of the cover crop.
4. An information sheet shall be provided to the person who receives bulk Class A or AB biosolids sold or given away. The information sheet shall contain the following information:
  - a. The name and address of the person who prepared the Class A or AB biosolids that are sold or given away in a bag or other container for application to the land.
  - b. A statement that application of the biosolids to the land is prohibited except in accordance with the instruction on the label or information sheet.
  - c. The annual whole sludge application rate for the biosolids application rate for the biosolids that does not cause any of the cumulative pollutant loading rates in Table 2 above to be exceeded, unless the pollutant concentrations in Table 3 found in Section II above are met.

### **D. Notification Requirements**

1. If bulk is applied to land in a State other than Texas, written notice shall be provided prior to the initial land application to the permitting authority for the State in which the bulk biosolids are proposed to be applied. The notice shall include:
  - a. The location, by street address, and specific latitude and longitude, of each land application site.
  - b. The approximate time period bulk biosolids will be applied to the site.
  - c. The name, address, telephone number, and National Pollutant Discharge Elimination System permit number (if appropriate) for the person who will apply the bulk biosolids.
2. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the biosolids disposal practice.

### **E. Record keeping Requirements**

The documents will be retained at the facility site and/or shall be readily available for review by a TCEQ representative. The person who prepares bulk sewage sludge or a biosolids material shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative for a

period of five years. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply.

1. The concentration (mg/kg) in the sludge of each pollutant listed in Table 3 above and the applicable pollutant concentration criteria (mg/kg), or the applicable cumulative pollutant loading rate and the applicable cumulative pollutant loading rate limit (lbs/ac) listed in Table 2 above.
2. A description of how the pathogen reduction requirements are met (including site restrictions for Class AB and Class B biosolids, if applicable).
3. A description of how the vector attraction reduction requirements are met.
4. A description of how the management practices listed above in Section II.C are being met.
5. The following certification statement:

“I certify, under penalty of law, that the applicable pathogen requirements in 30 TAC § 312.82(a) or (b) and the vector attraction reduction requirements in 30 TAC § 312.83(b) have been met for each site on which bulk biosolids are applied. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices have been met. I am aware that there are significant penalties for false certification including fine and imprisonment.”

6. The recommended agronomic loading rate from the references listed in Section II.C.3. above, as well as the actual agronomic loading rate shall be retained. The person who applies bulk biosolids shall develop the following information and shall retain the information at the facility site and/or shall be readily available for review by a TCEQ representative indefinitely. If the permittee supplies the sludge to another person who land applies the sludge, the permittee shall notify the land applier of the requirements for record keeping found in 30 TAC § 312.47 for persons who land apply:
  - a. A certification statement that all applicable requirements (specifically listed) have been met, and that the permittee understands that there are significant penalties for false certification including fine and imprisonment. See 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii), as applicable, and to the permittee’s specific sludge treatment activities.
  - b. The location, by street address, and specific latitude and longitude, of each site on which biosolids are applied.
  - c. The number of acres in each site on which bulk biosolids are applied.
  - d. The date and time biosolids are applied to each site.
  - e. The cumulative amount of each pollutant in pounds/acre listed in Table 2 applied to each site.
  - f. The total amount of biosolids applied to each site in dry tons.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

## F. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 4) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30<sup>th</sup> of each year the following information. Effective December 21, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge or biosolids treatment process or processes at the facility: preliminary operations (e.g., sludge or biosolids grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Identify the nature of material generated by the facility (such as a biosolid for beneficial use or land-farming, or sewage sludge for disposal at a monofill) and whether the material is ultimately conveyed off-site in bulk or in bags.
3. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.
4. The frequency of monitoring listed in Section I.C. that applies to the permittee.
5. Toxicity Characteristic Leaching Procedure (TCLP) results.
6. PCB concentration in sludge or biosolids in mg/kg.
7. Identity of hauler(s) and TCEQ transporter number.
8. Date(s) of transport.
9. Texas Commission on Environmental Quality registration number, if applicable.
10. Amount of sludge or biosolids disposal dry weight (lbs/acre) at each disposal site.
11. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.
12. Level of pathogen reduction achieved (Class A, Class AB or Class B).
13. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B biosolids, include information on how site restrictions were met.
14. Identify each of the analytic methods used by the facility to analyze enteric viruses, fecal coliforms, helminth ova, *Salmonella* sp., and other regulated parameters.
15. Vector attraction reduction alternative used as listed in Section I.B.4.

16. Amount of sludge or biosolids transported in dry tons/year.
17. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge or biosolids treatment activities, shall be attached to the annual reporting form.
18. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.
  - a. The location, by street address, and specific latitude and longitude.
  - b. The number of acres in each site on which bulk biosolids are applied.
  - c. The date and time bulk biosolids are applied to each site.
  - d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk biosolids applied to each site.
  - e. The amount of biosolids (i.e., dry tons) applied to each site.

The above records shall be maintained on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

**SECTION III. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE OR BIOSOLIDS DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge or biosolids in accordance with 30 TAC § 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC § 330 concerning the quality of the sludge or biosolids disposed in a municipal solid waste landfill.
- B. If the permittee generates sewage sludge and supplies that sewage sludge or biosolids to the owner or operator of a municipal solid waste landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge or biosolids disposal practice.
- D. Sewage sludge or biosolids shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR § 261.24. Sewage sludge or biosolids failing this test shall be managed according to RCRA standards for generators of hazardous waste, and the waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage, or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge or biosolids at a facility other than an authorized hazardous waste processing, storage, or disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge or biosolids no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC 129) of the Permitting and Registration Support Division and the Regional Director (MC Region 4) of the appropriate TCEQ field office within 7 days after failing the TCLP Test.

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Permitting and Registration Support Division (MC 129), Texas Commission on Environmental Quality, P. O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 4) and the Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

- E. Sewage sludge or biosolids shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Record keeping Requirements

The permittee shall develop the following information and shall retain the information for five years.

1. The description (including procedures followed and the results) of all liquid Paint Filter Tests performed.
2. The description (including procedures followed and results) of all TCLP tests performed.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

#### G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 4) and Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30<sup>th</sup> of each year the following information. Effective December 21, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge or biosolids treatment process or processes at the facility: preliminary operations (e.g., sludge or biosolids grinding and dewatering), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. Toxicity Characteristic Leaching Procedure (TCLP) results.
3. Annual sludge or biosolids production in dry tons/year.
4. Amount of sludge or biosolids disposed in a municipal solid waste landfill in dry tons/year.
5. Amount of sludge or biosolids transported interstate in dry tons/year.
6. A certification that the sewage sludge or biosolids meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
7. Identity of hauler(s) and transporter registration number.
8. Owner of disposal site(s).
9. Location of disposal site(s).
10. Date(s) of disposal.

The above records shall be maintained on-site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.

#### **SECTION IV. REQUIREMENTS APPLYING TO SLUDGE OR BIOSOLIDS TRANSPORTED TO ANOTHER FACILITY FOR FURTHER PROCESSING**

These provisions apply to sludge or biosolids that is transported to another wastewater treatment facility or facility that further processes sludge or biosolids. These provisions are intended to allow transport of sludge or biosolids to facilities that have been authorized to accept sludge or biosolids. These provisions do not limit the ability of the receiving facility to determine whether to accept the sludge or biosolids, nor do they limit the ability of the receiving facility to request additional testing or documentation.

##### **A. General Requirements**

1. The permittee shall handle and dispose of sewage sludge or biosolids in accordance with 30 TAC Chapter 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. Sludge or biosolids may only be transported using a registered transporter or using an approved pipeline.

##### **B. Record Keeping Requirements**

1. For sludge transported by an approved pipeline, the permittee must maintain records of the following:
  - a. the amount of sludge or biosolids transported;
  - b. the date of transport;
  - c. the name and TCEQ permit number of the receiving facility or facilities;
  - d. the location of the receiving facility or facilities;
  - e. the name and TCEQ permit number of the facility that generated the waste; and
  - f. copy of the written agreement between the permittee and the receiving facility to accept sludge or biosolids.
2. For sludge or biosolids transported by a registered transporter, the permittee must maintain records of the completed trip tickets in accordance with 30 TAC § 312.145(a)(1)-(7) and amount of sludge or biosolids transported.
3. The above records shall be maintained on-site on a monthly basis and shall be made available to the TCEQ upon request. These records shall be retained for at least five years.

### **C. Reporting Requirements**

The permittee shall report the following information annually to the TCEQ Regional Office (MC Region 4) and Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30<sup>th</sup> of each year. Effective December 21, 2020, the permittee must submit this annual report using the online electronic reporting system available through the TCEQ website unless the permittee requests and obtains an electronic reporting waiver.

1. Identify in the following categories (as applicable) the sewage sludge or biosolids treatment process or processes at the facility: preliminary operations (e.g., sludge or biosolids grinding and degritting), thickening (concentration), stabilization, anaerobic digestion, aerobic digestion, composting, conditioning, disinfection (e.g., beta ray irradiation, gamma ray irradiation, pasteurization), dewatering (e.g., centrifugation, sludge drying beds, sludge lagoons), heat drying, thermal reduction, and methane or biogas capture and recovery.
2. the annual sludge or biosolids production;
3. the amount of sludge or biosolids transported;
4. the owner of each receiving facility;
5. the location of each receiving facility; and
6. the date(s) of disposal at each receiving facility.

## OTHER REQUIREMENTS

1. The permittee shall employ or contract with one or more licensed wastewater treatment facility operators or wastewater system operations companies holding a valid license or registration according to the requirements of 30 TAC Chapter 30, Occupational Licenses and Registrations, and, in particular, 30 TAC Chapter 30, Subchapter J, Wastewater Operators and Operations Companies.

This Category B facility must be operated by a chief operator or an operator holding a Class B license or higher. The facility must be operated a minimum of five days per week by the licensed chief operator or an operator holding the required level of license or higher. The licensed chief operator or operator holding the required level of license or higher must be available by telephone or pager seven days per week. Where shift operation of the wastewater treatment facility is necessary, each shift that does not have the on-site supervision of the licensed chief operator must be supervised by an operator in charge who is licensed not less than one level below the category for the facility.

2. The facility is not located in the Coastal Management Program boundary.
3. There is no mixing zone established for this discharge to an intermittent stream. Acute toxic criteria apply at the point of discharge.
4. The permittee shall comply with the requirements of 30 TAC § 309.13(a) through (d). In addition, by ownership of the required buffer zone area, the permittee shall comply with the requirements of 30 TAC § 309.13(e).
5. In accordance with 30 TAC § 319.9, a permittee that has at least twelve months of uninterrupted compliance with its bacteria limit may notify the commission in writing of its compliance and request a less frequent measurement schedule. To request a less frequent schedule, the permittee shall submit a written request to the TCEQ Wastewater Permitting Section (MC 148) for each phase that includes a different monitoring frequency. The request must contain all of the reported bacteria values (Daily Avg. and Daily Max/Single Grab) for the twelve consecutive months immediately prior to the request. If the Executive Director finds that a less frequent measurement schedule is protective of human health and the environment, the permittee may be given a less frequent measurement schedule. For this permit, daily may be reduced to 5/week in the Interim phase and 1/week may be reduced to 2/month in the Final phase. **A violation of any bacteria limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return to the standard frequency schedule and submit written notice to the TCEQ Wastewater Permitting Section (MC 148).** The permittee may not apply for another reduction in measurement frequency for at least 24 months from the date of the last violation. The Executive Director may establish a more frequent measurement schedule if necessary to protect human health or the environment.
6. Chlorination is utilized for algal control in the post-treatment filter chambers, not for disinfection purposes, in the Interim phase. Therefore, when chlorination is utilized, the permittee shall dechlorinate the chlorinated effluent to less than 0.1 mg/l chlorine residual and shall monitor chlorine residual daily by grab sample after the dechlorination process. The permittee is not required to measure residual chlorine prior to the dechlorination process when an ultraviolet light system is utilized for disinfection purposes.

7. Prior to construction of the Final phase chlorination/dechlorination units, the permittee shall submit to the TCEQ Wastewater Permitting Section (MC 148) a summary submittal letter in accordance with the requirements in 30 TAC Section 217.6(c). If requested by the Wastewater Permitting Section, the permittee shall submit plans, specifications and a final engineering design report which comply with 30 TAC Chapter 217, Design Criteria for Wastewater Treatment Systems. The permittee shall clearly show how the treatment system will meet the final permitted effluent limitations required on Page 2a of the permit. A copy of the summary transmittal letter shall be available at the plant site for inspection by authorized representatives of the TCEQ.
8. The permittee shall notify the TCEQ Regional Office (MC Region 4) and the Applications Review and Processing Team (MC 148) of the Water Quality Division, in writing at least forty-five (45) days prior to the completion of the Final phase chlorination/dechlorination facilities on Notification of Completion Form 20007.

**CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS**

1. The following pollutants may not be introduced into the treatment facility:
  - a. Pollutants which create a fire or explosion hazard in the publicly owned treatment works (POTW), including, but not limited to, waste streams with a closed-cup flash point of less than 140° Fahrenheit (60° Celsius) using the test methods specified in 40 CFR § 261.21;
  - b. Pollutants which will cause corrosive structural damage to the POTW, but in no case shall there be discharges with a pH lower than 5.0 standard units, unless the works are specifically designed to accommodate such discharges;
  - c. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW, resulting in Interference;
  - d. Any pollutant, including oxygen-demanding pollutants (e.g., biochemical oxygen demand), released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW;
  - e. Heat in amounts which will inhibit biological activity in the POTW, resulting in Interference, but in no case shall there be heat in such quantities that the temperature at the POTW treatment plant exceeds 104° Fahrenheit (40° Celsius) unless the Executive Director, upon request of the POTW, approves alternate temperature limits;
  - f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
  - g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems; and
  - h. Any trucked or hauled pollutants except at discharge points designated by the POTW.
2. The permittee shall require any indirect discharger to the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act, including any requirements established under 40 CFR Part 403 [*rev. Federal Register/ Vol. 70/ No. 198/ Friday, October 14, 2005/ Rules and Regulations, pages 60134-60798*].
3. The permittee shall provide adequate notification to the Executive Director, care of the Wastewater Permitting Section (MC 148) of the Water Quality Division, within 30 days subsequent to the permittee's knowledge of either of the following:
  - a. Any new introduction of pollutants into the treatment works from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into the treatment works by a source introducing pollutants into the treatment works at the time of issuance of the permit.

Any notice shall include information on the quality and quantity of effluent to be introduced into the treatment works and any anticipated impact of the change on the quality or quantity of effluent to be discharged from the POTW.

Revised July 2007

**BIOMONITORING REQUIREMENTS****48-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER**

The provisions of this section apply to Outfall 001 for whole effluent toxicity (WET) testing.

1. Scope, Frequency, and Methodology

- a. The permittee shall test the effluent for toxicity in accordance with the provisions below. Such testing will determine if an appropriately dilute effluent sample adversely affects the survival of the test organisms.
- b. The permittee shall conduct the following toxicity tests using the test organisms, procedures, and quality assurance requirements specified in this part of this permit and in accordance with "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms," fifth edition (EPA-821-R-02-012) or its most recent update:
  - 1) Acute static renewal 48-hour definitive toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.
  - 2) Acute static renewal 48-hour definitive toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.

The permittee must perform and submit a valid test for each test species during the required reporting period for that species. A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution. A repeat test shall include the control and all effluent dilutions and use the appropriate number of organisms and replicates, as specified above. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. The permittee shall use five effluent dilution concentrations and a control in each toxicity test. These effluent dilution concentrations are 32%, 42%, 56%, 75%, and 100% effluent. The critical dilution, defined as 100% effluent, is the effluent concentration representative of the proportion of effluent in the receiving water during critical low flow or critical mixing conditions.
- d. This permit may be amended to require a WET limit, a chemical-specific limit, a best management practice, or other appropriate actions to address toxicity. The permittee may be required to conduct a toxicity reduction evaluation (TRE) after multiple toxic events.
- e. Testing Frequency Reduction

- 1) If none of the first four consecutive quarterly tests demonstrates significant lethal effects, the permittee may submit this information in writing and, upon approval, reduce the testing frequency to once per six months for the invertebrate test species and once per year for the vertebrate test species.
- 2) If one or more of the first four consecutive quarterly tests demonstrates significant lethal effects, the permittee shall continue quarterly testing for that species until this permit is reissued. If a testing frequency reduction had been previously granted and a subsequent test demonstrates significant lethal effects, the permittee shall resume a quarterly testing frequency for that species until this permit is reissued.

## 2. Required Toxicity Testing Conditions

- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control and all effluent dilutions, which fails to meet any of the following criteria:
  - 1) a control mean survival of 90% or greater; and
  - 2) a coefficient of variation percent (CV%) of 40 or less for both the control and critical dilution. However, if significant lethality is demonstrated, a CV% greater than 40 shall not invalidate the test. The CV% requirement does not apply when significant lethality occurs.
- b. Statistical Interpretation
  - 1) For the water flea and fathead minnow tests, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be in accordance with the manual referenced in Part 1.b.
  - 2) The permittee is responsible for reviewing test concentration-response relationships to ensure that calculated test results are interpreted and reported correctly. The document entitled "Method Guidance and Recommendation for Whole Effluent Toxicity (WET) Testing (40 CFR Part 136)" (EPA 821-B-00-004) provides guidance on determining the validity of test results.
  - 3) If significant lethality is demonstrated (that is, there is a statistically significant difference in survival at the critical dilution when compared to the survival in the control), the conditions of test acceptability are met, and the survival of the test organisms are equal to or greater than 90% in the critical dilution and all dilutions below that, then the permittee shall report a survival No Observed Effect Concentration (NOEC) of not less than the critical dilution for the reporting requirements.
  - 4) The NOEC is defined as the greatest effluent dilution at which no significant lethality is demonstrated. The Lowest Observed Effect Concentration (LOEC) is defined as the lowest effluent dilution at which significant lethality is demonstrated. Significant lethality is defined as a

statistically significant difference the survival of the test organism in a specified effluent dilution when compared to the survival of the test organism in the control.

- 5) The use of NOECs and LOECs assumes either a monotonic (continuous) concentration-response relationship or a threshold model of the concentration-response relationship. For any test result that demonstrates a non-monotonic (non-continuous) response, the NOEC should be determined based on the guidance manual referenced in Item 2.
- 6) Pursuant to the responsibility assigned to the permittee in Part 2.b.2), test results that demonstrate a non-monotonic (non-continuous) concentration-response relationship may be submitted, prior to the due date, for technical review. The guidance manual referenced in Item 2 will be used when making a determination of test acceptability.
- 7) TCEQ staff will review test results for consistency with rules, procedures, and permit requirements.

c. Dilution Water

- 1) Dilution water used in the toxicity tests must be the receiving water collected at a point upstream of the discharge point as close as possible to the discharge point but unaffected by the discharge. Where the toxicity tests are conducted on effluent discharges to receiving waters that are classified as intermittent streams, or where the toxicity tests are conducted on effluent discharges where no receiving water is available due to zero flow conditions, the permittee shall:
  - a) substitute a synthetic dilution water that has a pH, hardness, and alkalinity similar to that of the closest downstream perennial water unaffected by the discharge; or
  - b) use the closest downstream perennial water unaffected by the discharge.
- 2) Where the receiving water proves unsatisfactory as a result of preexisting instream toxicity (i.e. fails to fulfill the test acceptance criteria Part 2.a.), the permittee may substitute synthetic dilution water for the receiving water in all subsequent tests provided the unacceptable receiving water test met the following stipulations:
  - a) a synthetic lab water control was performed (in addition to the receiving water control) which fulfilled the test acceptance requirements of Part 2.a;
  - b) the test indicating receiving water toxicity was carried out to completion; and

- c) the permittee submitted all test results indicating receiving water toxicity with the reports and information required in Part 3.
- 3) The synthetic dilution water shall consist of standard, moderately hard, reconstituted water. Upon approval, the permittee may substitute other appropriate dilution water with chemical and physical characteristics similar to that of the receiving water.
- d. Samples and Composites
  - 1) The permittee shall collect a minimum of two composite samples from Outfall 001. The second composite sample will be used for the renewal of the dilution concentrations for each toxicity test.
  - 2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged on an intermittent basis.
  - 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the first composite sample. The holding time for the subsequent composite sample shall not exceed 72 hours. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
  - 4) If Outfall 001 ceases discharging during the collection of effluent samples, the requirements for the minimum number of effluent samples, the minimum number of effluent portions, and the sample holding time are waived during that sampling period. However, the permittee must have collected an effluent composite sample volume sufficient to complete the required toxicity tests with renewal of the effluent. When possible, the effluent samples used for the toxicity tests shall be collected on separate days if the discharge occurs over multiple days. The sample collection duration and the static renewal protocol associated with the abbreviated sample collection must be documented in the full report.
  - 5) The effluent sample shall not be dechlorinated after sample collection.

### 3. Reporting

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced in Part 1.b for every valid and invalid toxicity test initiated, whether carried to completion or not.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 1 forms provided with this permit.

- 1) Annual biomonitoring test results are due on or before January 20th for biomonitoring conducted during the previous 12-month period.
  - 2) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.
  - 3) Quarterly biomonitoring test results are due on or before April 20th, July 20th, October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.
  - 4) Monthly biomonitoring test results are due on or before the 20th day of the month following sampling.
- c. Enter the following codes for the appropriate parameters for valid tests only:
- 1) For the water flea, Parameter TEM3D, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 2) For the water flea, Parameter TOM3D, report the NOEC for survival.
  - 3) For the water flea, Parameter TXM3D, report the LOEC for survival.
  - 4) For the fathead minnow, Parameter TEM6C, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 5) For the fathead minnow, Parameter TOM6C, report the NOEC for survival.
  - 6) For the fathead minnow, Parameter TXM6C, report the LOEC for survival.
- d. Enter the following codes for retests only:
- 1) For retest number 1, Parameter 22415, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 2) For retest number 2, Parameter 22416, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
4. Persistent Toxicity

The requirements of this part apply only when a toxicity test demonstrates significant lethality. Significant lethality was defined in Part 2.b.

- a. The permittee shall conduct a total of 2 additional tests (retests) for any species that demonstrates significant lethality. The two retests shall be conducted monthly during the next two consecutive months. The permittee shall not substitute either of the two retests in lieu of routine toxicity testing. All reports shall be submitted within 20 days of test completion. Test completion is defined as the last day of the test.

- b. If one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5.
- c. The provisions of Part 4.a. are suspended upon completion of the two retests and submittal of the TRE action plan and schedule defined in Part 5.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a general outline for initiating a TRE. The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE action plan and schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analyses to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE action plan shall describe an approach for the reduction or elimination of lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:
  - 1) Specific Activities - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
  - 2) Sampling Plan - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects a specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;

- 3) Quality Assurance Plan - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and
  - 4) Project Organization - The TRE action plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.
- d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:
- 1) results and interpretation of any chemical specific analyses for the identified and suspected pollutant performed during the quarter;
  - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
  - 3) any data and substantiating documentation which identifies the pollutant(s) and source of effluent toxicity;
  - 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
  - 5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to meet no significant lethality at the critical dilution; and
  - 6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.
- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive months with at least monthly testing. At the end of the 12 months, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a

single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 28 months from the last test day of the retest that confirmed significant lethal effects at the critical dilution. The permittee may petition the Executive Director (in writing) for an extension of the 28-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification/TRE. The report shall provide information pertaining to the specific control mechanism selected that will, when implemented, result in the reduction of effluent toxicity to no significant lethality at the critical dilution. The report shall also provide a specific corrective action schedule for implementing the selected control mechanism.
- h. Based on the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements, where necessary, require a compliance schedule for implementation of corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.
- i. Copies of any and all required TRE plans and reports shall also be submitted to the U.S. EPA Region 6 office, 6WQ-PO.

TABLE 1 (SHEET 1 OF 2)  
WATER FLEA SURVIVAL

Dates and Times                      Date    Time                      Date    Time  
Composites                      No. 1 FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
Collected                      No. 2 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Test initiated: \_\_\_\_\_ am/pm \_\_\_\_\_ date  
Dilution water used: \_\_\_\_\_ Receiving water    \_\_\_\_\_ Synthetic Dilution water

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	32%	42%	56%	75%	100%
24h	A						
	B						
	C						
	D						
	E						
48h	A						
	B						
	C						
	D						
	E						
Mean at test end							
CV%*							

\*Coefficient of Variation = Standard Deviation x 100/mean

Dunnett's Procedure or Steel's Many-One Rank Test as appropriate:

Is the mean survival at 48 hours significantly less than the control survival?

CRITICAL DILUTION (100%): \_\_\_\_\_ YES \_\_\_\_\_ NO

Enter percent effluent corresponding to the NOEC below:

1) NOEC survival = \_\_\_\_\_% effluent

2) LOEC survival = \_\_\_\_\_% effluent

TABLE 1 (SHEET 2 OF 2)

FATHEAD MINNOW SURVIVAL

Dates and Times Composites Collected No. 1 FROM: \_\_\_\_\_ Date Time TO: \_\_\_\_\_ Date Time  
 No. 2 FROM: \_\_\_\_\_ Date Time TO: \_\_\_\_\_ Date Time

Test initiated: \_\_\_\_\_ am/pm \_\_\_\_\_ date

Dilution water used: \_\_\_\_\_ Receiving water \_\_\_\_\_ Synthetic Dilution water

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	32%	42%	56%	75%	100%
24h	A						
	B						
	C						
	D						
	E						
48h	A						
	B						
	C						
	D						
	E						
Mean at test end							
CV%*							

\* Coefficient of Variation = standard deviation x 100/mean

Dunnett's Procedure or Steel's Many-One Rank Test as appropriate:

Is the mean survival at 48 hours significantly less than the control survival?

CRITICAL DILUTION (100%): \_\_\_\_\_ YES \_\_\_\_\_ NO

Enter percent effluent corresponding to the NOEC below:

1) NOEC survival = \_\_\_\_\_% effluent

2) LOEC survival = \_\_\_\_\_% effluent

24-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

The provisions of this section apply to Outfall 001 for whole effluent toxicity (WET) testing.

1. Scope, Frequency, and Methodology

- a. The permittee shall test the effluent for lethality in accordance with the provisions in this section. Such testing will determine compliance with Texas Surface Water Quality Standard 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the appropriate test organisms in 100% effluent for a 24-hour period.
- b. The toxicity tests specified shall be conducted once per six months. The permittee shall conduct the following toxicity tests using the test organisms, procedures, and quality assurance requirements specified in this section of the permit and in accordance with “Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms,” fifth edition (EPA-821-R-02-012) or its most recent update:
  - 1) Acute 24-hour static toxicity test using the water flea (*Daphnia pulex* or *Ceriodaphnia dubia*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.
  - 2) Acute 24-hour static toxicity test using the fathead minnow (*Pimephales promelas*). A minimum of five replicates with eight organisms per replicate shall be used in the control and each dilution.

The permittee must perform and report a valid test for each test species during the prescribed reporting period. An invalid test must be repeated during the same reporting period. An invalid test is defined as any test failing to satisfy the test acceptability criteria, procedures, and quality assurance requirements specified in the test methods and permit.

- c. In addition to an appropriate control, a 100% effluent concentration shall be used in the toxicity tests. The control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.
- d. This permit may be amended to require a WET limit, a best management practice, a chemical-specific limit, or other appropriate actions to address toxicity. The permittee may be required to conduct a toxicity reduction evaluation (TRE) after multiple toxic events.
- e. As the dilution series specified in the 48-Hour Acute Biomonitoring Requirements includes a 100% effluent concentration, the results from those tests may fulfill the requirements of this section; any tests performed in the proper time interval may be substituted. Compliance will be evaluated as specified in Part 1.a. The 50% survival in 100% effluent for a 24-hour period standard applies to all tests utilizing a 100% effluent dilution, regardless of whether the results are submitted to comply with the minimum testing frequency.

## 2. Required Toxicity Testing Conditions

- a. Test Acceptance – The permittee shall repeat any toxicity test, including the control, if the control fails to meet a mean survival equal to or greater than 90%.
- b. Dilution Water - In accordance with Part 1.c., the control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.
- c. Samples and Composites
  - 1) The permittee shall collect one composite sample from Outfall 001.
  - 2) The permittee shall collect the composite sample such that the sample is representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance being discharged on an intermittent basis.
  - 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the composite sample. The sample shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
  - 4) If Outfall 001 ceases discharging during the collection of the effluent composite sample, the requirements for the minimum number of effluent portions are waived. However, the permittee must have collected a composite sample volume sufficient for completion of the required test. The abbreviated sample collection, duration, and methodology must be documented in the full report.
  - 5) The effluent sample shall not be dechlorinated after sample collection.

## 3. Reporting

All reports, tables, plans, summaries, and related correspondence required in this section shall be submitted to the attention of the Standards Implementation Team (MC 150) of the Water Quality Division.

- a. The permittee shall prepare a full report of the results of all tests conducted pursuant to this permit in accordance with the manual referenced in Part 1.b. for every valid and invalid toxicity test initiated.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 2 forms provided with this permit.
  - 1) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6-month period.
  - 2) Quarterly biomonitoring test results are due on or before April 20th, July 20th, and October 20th, and January 20th for biomonitoring conducted during the previous calendar quarter.

- c. Enter the following codes for the appropriate parameters for valid tests only:
  - 1) For the water flea, Parameter TIE3D, enter a “0” if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter “1.”
  - 2) For the fathead minnow, Parameter TIE6C, enter a “0” if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter “1.”
- d. Enter the following codes for retests only:
  - 1) For retest number 1, Parameter 22415, enter a “0” if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter “1.”
  - 2) For retest number 2, Parameter 22416, enter a “0” if the mean survival at 24 hours is greater than 50% in the 100% effluent dilution; if the mean survival is less than or equal to 50%, enter “1.”

#### 4. Persistent Mortality

The requirements of this part apply when a toxicity test demonstrates significant lethality, which is defined as a mean mortality of 50% or greater of organisms exposed to the 100% effluent concentration for 24 hours.

- a. The permittee shall conduct 2 additional tests (retests) for each species that demonstrates significant lethality. The two retests shall be conducted once per week for 2 weeks. Five effluent dilution concentrations in addition to an appropriate control shall be used in the retests. These effluent concentrations are 6%, 13%, 25%, 50%, and 100% effluent. The first retest shall be conducted within 15 days of the laboratory determination of significant lethality. All test results shall be submitted within 20 days of test completion of the second retest. Test completion is defined as the 24th hour.
- b. If one or both of the two retests specified in Part 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5.

#### 5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a general outline for initiating a TRE. The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, the permittee shall submit a TRE action plan and schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical

analyses to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE action plan shall lead to the successful elimination of significant lethality for both test species defined in Part 1.b. At a minimum, the TRE action plan shall include the following:

- 1) **Specific Activities** - The TRE action plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase I Toxicity Characterization Procedures" (EPA/600/6-91/003) or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled "Methods for Aquatic Toxicity Identification Evaluations: Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations: Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
  - 2) **Sampling Plan** - The TRE action plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/identification/confirmation procedures, and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects a specific pollutant and source of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and suspected pollutant and source of effluent toxicity;
  - 3) **Quality Assurance Plan** - The TRE action plan should address record keeping and data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, and mechanisms to detect artifactual toxicity; and
  - 4) **Project Organization** - The TRE Action Plan should describe the project staff, manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE action plan and schedule, the permittee shall implement the TRE.
- d. The permittee shall submit quarterly TRE activities reports concerning the progress of the TRE. The quarterly TRE Activities Reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:

- 1) results and interpretation of any chemical-specific analyses for the identified and suspected pollutant performed during the quarter;
  - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
  - 3) any data and substantiating documentation that identifies the pollutant and source of effluent toxicity;
  - 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
  - 5) any data that identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to eliminate significant lethality; and
  - 6) any changes to the initial TRE plan and schedule that are believed necessary as a result of the TRE findings.
- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species. Testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality, i.e., there is a cessation of lethality, the permittee may end the TRE. A cessation of lethality is defined as no significant lethality for a period of 12 consecutive weeks with at least weekly testing. At the end of the 12 weeks, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b.

This provision accommodates situations where operational errors and upsets, spills, or sampling errors triggered the TRE, in contrast to a situation where a single toxicant or group of toxicants cause lethality. This provision does not apply as a result of corrective actions taken by the permittee. Corrective actions are defined as proactive efforts that eliminate or reduce effluent toxicity. These include, but are not limited to, source reduction or elimination, improved housekeeping, changes in chemical usage, and modifications of influent streams and effluent treatment.

The permittee may only apply this cessation of lethality provision once. If the effluent again demonstrates significant lethality to the same species, the permit will be amended to add a WET limit with a compliance period, if appropriate. However, prior to the effective date of the WET limit, the permittee may apply for a permit amendment removing and replacing the WET limit with an alternate toxicity control measure by identifying and confirming the toxicant and an appropriate control measure.

- g. The permittee shall complete the TRE and submit a final report on the TRE activities no later than 18 months from the last test day of the retest that demonstrates significant lethality. The permittee may petition the Executive Director (in writing) for an extension of the 18-month limit. However, to warrant

an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE. The report shall specify the control mechanism that will, when implemented, reduce effluent toxicity as specified in Part 5.h. The report shall also specify a corrective action schedule for implementing the selected control mechanism.

- h. Within 3 years of the last day of the test confirming toxicity, the permittee shall comply with 30 TAC § 307.6(e)(2)(B), which requires greater than 50% survival of the test organism in 100% effluent at the end of 24-hours. The permittee may petition the Executive Director (in writing) for an extension of the 3-year limit. However, to warrant an extension the permittee must have demonstrated due diligence in its pursuit of the toxicity identification evaluation/TRE and must prove that circumstances beyond its control stalled the toxicity identification evaluation/TRE.

The permittee may be exempted from complying with 30 TAC § 307.6(e)(2)(B) upon proving that toxicity is caused by an excess, imbalance, or deficiency of dissolved salts. This exemption excludes instances where individually toxic components (e.g., metals) form a salt compound. Following the exemption, this permit may be amended to include an ion-adjustment protocol, alternate species testing, or single species testing.

- i. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements where necessary, require a compliance schedule for implementing corrective actions, specify a WET limit, specify a best management practice, and specify a chemical-specific limit.
- j. Copies of any and all required TRE plans and reports shall also be submitted to the U.S. EPA Region 6 office, 6WQ-PO.

TABLE 2 (SHEET 1 OF 2)

WATER FLEA SURVIVAL

GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN*						

Enter percent effluent corresponding to the LC50 below:

24-hour LC50 = \_\_\_\_\_% effluent

TABLE 2 (SHEET 2 OF 2)  
 FATHEAD MINNOW SURVIVAL

GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

PERCENT SURVIVAL

Time	Rep	Percent effluent					
		0%	6%	13%	25%	50%	100%
24h	A						
	B						
	C						
	D						
	E						
	MEAN						

Enter percent effluent corresponding to the LC50 below:

24-hour LC50 = \_\_\_\_\_% effluent

## Technical Memorandum

**To:** Mahdi Heidarizad, Schneider Electric  
**From:** Joshua L. Berryhill, P.E.  
**CC:** Brian Pottenger, Schneider Electric  
Troy Hotchkiss, Schneider Electric  
**Date:** February 21, 2025  
**Subject:** Kaufman WWTP – Preliminary Hydraulic Evaluation

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### Purpose

Schneider Electric (SE) has been engaged by the City of Kaufman (City) to implement specific improvements at the City's existing wastewater treatment plant (WWTP). Likewise, SE has engaged Anubis Engineering, Inc. (Anubis) to provide Engineer of Record (EOR) support of the proposed project. In this phase of the project, the primary improvements are focused on an upgrade of the existing tertiary treatment filtration system and an upgrade of the existing plant water pumping system.

Because the existing filtration system is based on a traveling bridge granular media filter design, retrofitting the existing filter structure with a newer, more efficient cloth filtration technology, it is necessary to evaluate the structural and hydraulic condition of the existing filter structure to verify the feasibility of the proposed retrofit.

However, during the conceptual evaluation of the filter structure, City staff relayed anecdotal information regarding overflow and/or flow splitting imbalance concerns with existing process units, warranting a more in-depth evaluation of the existing hydraulic conditions, both at the filter unit itself as well as upstream and downstream flow conditions. This analysis is critical to verifying feasibility of the proposed filter upgrade, to ensure that the proposed improvements not only meet the City's performance requirements from this project, but also to ensure that the proposed improvements do not create additional flow handling challenges within other areas of the existing WWTP.

In addition to the filter evaluation, Anubis also evaluated the hydraulics of the existing plant water system pumping wet well (previously a chlorine contact basin system in the past). The goal of this evaluation is to identify improvements to better manage wet well levels to prevent intermittent overflows as well as intermittent excessive low wet well levels.

The purpose of this Technical Memorandum (TM) is to review the existing hydraulic conditions of the WWTP (applicable to directly impact performance of the proposed filter improvements and/or the plant water system), identify and evaluate different flow handling scenarios within the WWTP (e.g., current flow conditions, design vs peak flow conditions, and different clarifier operating conditions, etc.), and to discuss any impacts of the existing hydraulics on the proposed improvements in this project.

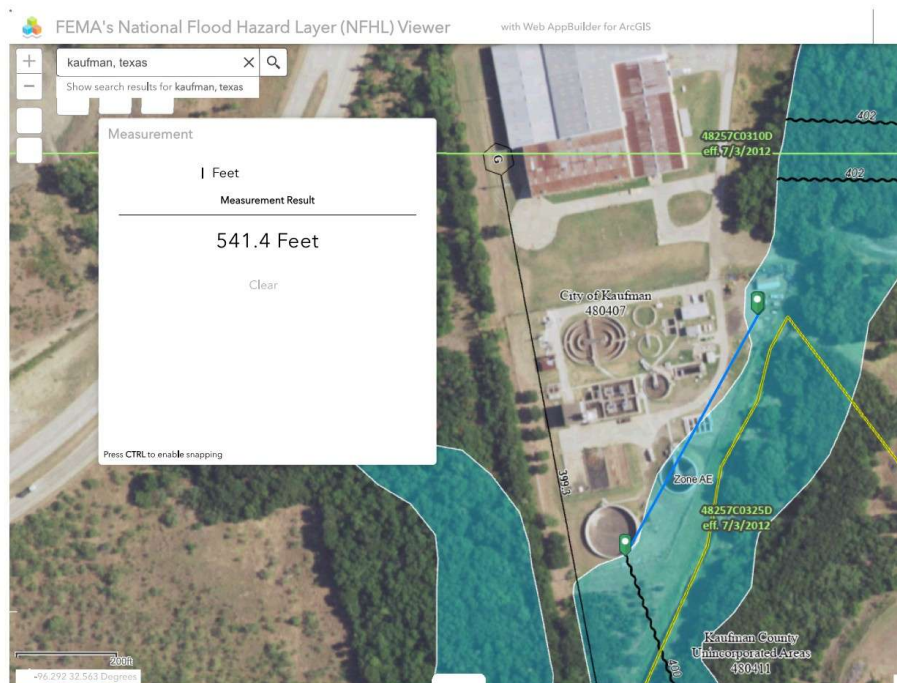
## Evaluation Criteria

The existing versus proposed infrastructure discussed in this TM were evaluated for hydraulic capability based on use of the Hazen-Williams equation for determining major and minor head losses through each discrete unit of the WWTP (e.g., structures, piping, fittings, etc.). Existing infrastructure information for existing structures and piping was collected from previous project drawings as well as field verification of current structure, weir, and water surface elevations. Treatment unit capacities and freeboard requirements discussed in this TM were based on past (Chapter 317) and current (Chapter 217) wastewater system design criteria as established by the Texas Commission on Environmental Quality (TCEQ).

## Hydraulic Control Elevation – 100-Year Flood Requirements

The City's existing WWTP facility is located adjacent to Prairie Branch, which is the receiving stream where Outfall No. 001 is located for discharge of WWTP effluent. The most current Federal Emergency Management Agency (FEMA) FIRMETTE map for Prairie Branch adjacent to the City's WWTP comes from July 3, 2012, and is presented below in Figure 1.

Because the lower Prairie Branch flood elevation (400 feet above mean sea level [ft-msl]) adjacent to the peak flow storage basin is downstream of Outfall No. 001, and the upper Prairie Branch flood elevation (402 ft-msl) is upstream of Outfall No. 001, the projected 100-year flood elevation at Outfall No. 001 needed to be interpolated. The total distance between the two flood elevations is approximately 800-ft, while the distance from the lower flood elevation to Outfall No. 001 is approximately 541.4-ft, which is roughly 68% of the distance between the two flood elevations, translating to an approximate 100-year flood elevation for use in evaluating the City's existing WWTF as 401.36 ft-msl. This elevation was used for the basis of setting the initial outfall hydraulic control elevation.



**Figure 1 – Current FEMA FIRMETTE Map Adjacent to Kaufman WWTP**

## Hydraulic Control Flow Path Through Kaufman WWTP

There are four primary flow control paths through the existing WWTP, on the basis of how much flow is currently routed through the existing traveling bridge filtration system, as well as how much flow is handled by each existing operational clarifier (Clarifier No. 3 versus No. 4). Each flow path scenario is listed below (for clarity, only secondary and tertiary treatment units are noted below):

- Flow Path No. 1
  - Outfall <- Chlorine Contact Basin <- Filtration System <- Clarification System <- Aeration Basin
  - Approximately 50% WWTP flow is routed through Clarifier No. 3 and approximately 50% flow is routed through Clarifier No. 4
  - Approximately 50% WWTP flow is routed through the existing traveling bridge filter and approximately 50% flow is bypassed around the filter
- Flow Path No. 2 – **Current plant operation until Clarifier No. 3 is placed back online**
  - Outfall <- Chlorine Contact Basin <- Filtration System <- Clarification System <- Aeration Basin
  - 100% flow is routed through Clarifier No. 4
  - Approximately 50% WWTP flow is routed through the existing traveling bridge filter and approximately 50% flow is bypassed around the filter
- Flow Path No. 3
  - Outfall <- Chlorine Contact Basin <- Clarification System <- Aeration Basin
  - Approximately 50% WWTP flow is routed through Clarifier No. 3 and approximately 50% flow is routed through Clarifier No. 4
  - 100% flow is bypassed around the filter
- Flow Path No. 4
  - Outfall <- Chlorine Contact Basin <- Clarification System <- Aeration Basin
  - 100% flow is routed through Clarifier No. 4
  - 100% flow is bypassed around the filter

Existing conditions and potential hydraulic concerns for each major process unit are discussed further below.

### Chlorine Contact Basin

The existing chlorine contact basin (CCB) system consists of two parallel contact basins, which include a fixed rectangular weir for water surface control for each basin, followed by a combined CCB effluent metering weir on the west end of the CCB structure. The most recent project improvements (including the new CCB construction) were evaluated via field data collection to identify any potential hydraulic concerns. A comparison of the design drawing information from the 2020 project versus the October 2025 field data collection are presented below in Table 1.

**Table 1 - Comparison of Design Data Versus Field Data for the Chlorine Contact Basins**

Process Component	2020 Project Drawing Data	October 2025 Field Survey Data	Difference	Comments / Concerns
CCB Top of Wall Elev. (ft-msl)	404.00	404.00	-	Drawing and Field Data are consistent, no concerns
CCB Weir Elev. (ft-msl)	402.16	402.18	0.02	Drawing and Field Data are within tolerance for measurement error, no concerns
CCB Water Surface Elev. (ft-msl)	402.66 (peak flow)	402.53	0.13	Unsure on how the 2020 WSE was calculated, unless it was based on only one CCB being online
CCB Combined Effluent Weir Elev. (ft-msl)	401.35	401.10	-0.25	The effective WSE directly downstream of this weir at peak flow is 401.72, which will submerge this weir during a 100-yr flood event
CCB Combined Effluent Water Surface Elev. (ft-msl)	402.66	401.91	0.75	The combined CCB channel cannot have the same WSE as the CCB units – if so, the CCB individual weirs are not functional

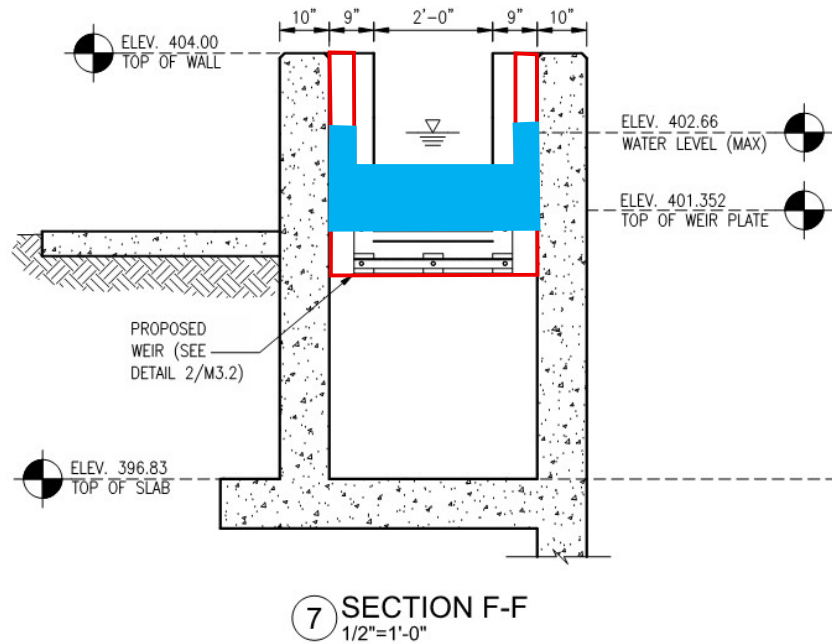
With the 100-year flood elevation identified in the previous section, there is an immediate concern about the combined CCB effluent weir (field elevation 401.10 ft-msl) becoming submerged if/when Prairie Branch is operating under a 100-year storm event. To maintain effective operation of the flow control / metering weir, the industry standard is to install a weir such that the fixed weir elevation is a minimum of 3-6 inches above the maximum downstream water surface elevation (WSE) to ensure that a free nappe is formed just downstream of the weir (i.e., a free-flowing waterfall); if the elevation differential is less than 3 inches, the weir will be in risk of becoming submerged, which eliminates the accuracy of the weir for consistent level control metering capability during 100-yr flooding conditions in the receiving stream.

Furthermore, the 2020 design notes a maximum WSE of 402.66 ft-msl in both the chlorine contact basins and in the combined CCB effluent channel downstream of each CCB weir. It is expected that the combined CCB effluent channel WSE has noted as 402.66 ft-msl in error, as it would result in the CCB weirs being completely submerged.

To address the submergence issue for the CCB weirs, two improvements are suggested for consideration, see below.

1. Combined CCB Weir Modification
  - a. First, because the 100-year flood elevation at Outfall No. 001 is higher than the basis of design in the 2020 WWTP improvements design, only adjusting the weir elevations in the CCB structure will not be sufficient to address the hydraulic issues while maintaining necessary structure freeboard per TCEQ requirements.
  - b. For this reason, it is recommended that the concrete wall supporting the combined CCB effluent weir be partially demolished from the current width of 9 inches to a minimum of 2 inches on each side of the channel to increase the allowable width of the combined CCB effluent weir in that channel from 2'-0" to 3'-2" (refer to Figure 2 below).

- c. To eliminate the submergence issue during a 100-year flood event, the combined CCB effluent weir will need to be raised, to a minimum of 402.00 ft-msl to provide a minimum of 3 inches of free nappe to the downstream flow stream.
- d. It is also recommended that either the existing weir plate be modified (or replaced) to add a rectangular slot for each bolt point, to allow for adjustment of the weir elevation up or down as needed to optimize WWTP operations in the future.



**Figure 2 – Proposed Combined CCB Effluent Weir Modifications**

- 2. CCB Basin Weir Modification
  - a. Second, under peak flow conditions (3.10 MGD), widening and raising the combined CCB effluent weir will result in submergence of the existing CCB basin weirs also.
  - b. Therefore, it is recommended that each CCB basin weir be adjusted to a new weir elevation of 402.85 ft-msl to provide a minimum of 3 inches of free nappe to the downstream flow stream. However, at peak flow, this proposed new weir elevation will result in a peak flow WSE in the CCB basins of approximately 403.20 ft-msl, resulting in only 9-10 inches of freeboard in the CCB basins during a peak flow event combined with a 100-year flood event in Prairie Branch.
  - c. It is also recommended that each existing CCB weir plate be modified to add a rectangular slot for each bolt point, to allow for adjustment of each CCB weir elevation up or down as needed to optimize WWTP operations in the future.

Traveling Bridge Filter Structure

The existing traveling bridge filter system consists of one filtration structure, which includes a fixed rectangular weir for water surface control in the influent channel to feed the filter unit from the upstream clarifiers. The previous 1993 WWTP improvements project was intended to include two filter units (with space for a third unit in the future), but only one filter unit was constructed, with a flow capacity for design of 0.6 MGD and a peak flow capacity of 1.55 MGD, respectively. Even prior

to construction of Clarifier No. 4 in the 2020 project, the WWTP operations staff had already verified the need to send only a portion of the clarifier effluent to the filter, while bypassing a portion to the disinfection system, due to hydraulic limitations through the existing filter unit. In addition, there appears to be a discrepancy regarding elevations with the existing filter unit as well, discussed further later in this subsection.

In the 2020 WWTP improvements project, the hydraulic limitation of the existing filter unit was partially addressed through the construction of Clarifier No. 4 along with a primary filter feed line as well as a dedicated bypass line to route all Clarifier No. 4 effluent directly to the new CCB units as needed. Unfortunately, Clarifier No. 4 was not built at the appropriate elevation to proportionally divide flows between Clarifier No. 3 and No. 4, which is discussed further in the next subsection.

The 1993 improvements project (including the existing filter unit) and the most recent project improvements (including the new site piping) were evaluated via field data collection to identify any potential hydraulic concerns. A comparison of the design drawing information from the 1993 and 2020 projects versus the October 2025 field data collection are presented below in Table 2.

**Table 2 - Comparison of Design Data Versus Field Data for the Traveling Bridge Filter**

<b>Process Component</b>	<b>1993 Project Drawing Data</b>	<b>October 2025 Field Survey Data</b>	<b>Difference</b>	<b>Comments / Concerns</b>
Filter Top of Wall Elev. (ft-msl)	407.50	405.70	-1.80	Field shot elevation of TOW is within 0.02 ft of each shot around the entire structure
Filter Influent Weir Elev. (ft-msl)	405.25	403.45	-1.80	Field elevation of weir is consistent with lower elevation of TOW
Filter Water Surface Elev. (ft-msl)	405.64 (peak flow)	404.08	1.56	Calculated WSE based on calibration against actual WWTP flow during field data collection
Interior Filter Length (ft)	34'-0"	48'-0"	12'-0"	-
Interior Filter Width (ft)	9'-0"	12'-6"	5'-6"	-
Interior Filter Floor Elev. (ft-msl)	398.50	396.70	-1.80	
Interior Filter Total Depth (ft)	9'-0"	9'-0"	-	

With the hydraulic modifications recommended for the existing chlorine contact basins, the anticipated minimum WSE in the existing filter structure is approximately downstream of the influent feed control weir is approximately 403.40 ft-msl, which is just below the filter influent control weir elevation of 403.45 ft-msl. However, the existing filter influent control weir (which is located in the influent feed channel for the existing filter) will need to be removed as part of retrofitting the existing traveling bridge filter structure with cloth filters (to allow for flow control via a separate weir for each retrofitted cloth filter cell), which will not impact the WWTP hydraulics as part of this project.

Instead, the existing TOW elevation of 405.70 ft-msl of the existing filter structure should be considered as the starting point for determining effective hydraulic capacity of the structure, on the basis of maintaining a 1-ft freeboard in the structure if possible, which would translate to a maximum WSE upstream of the proposed cloth filter influent control weirs of 404.70 ft-msl.

With a projected peak flow (under 100-year flood event) WSE elevation at the exit of the filter structure of 403.40 ft-msl, the combined allowable head loss from the proposed new filter influent control weir(s) and the proposed new filter units is approximately 1.3-ft.

However, the anticipated filter influent control weir elevation will need to be established based partly on downstream hydraulic control elevations as well as upstream hydraulic flow limits resulting from the v-notch weirs on Clarifier Nos. 3 and 4.

#### Clarifier No. 3 and Clarifier No. 4 Structures

The existing clarifiers at the City's WWTP consist of two circular clarifiers, labeled Clarifier No. 3 and No. 4. Each clarifier includes a single v-notch weir at the outer circumference of each clarifier, that regulates the water surface elevation under specific flow conditions in each clarifier, which ultimately impacts the amount of flow that can pass downstream either to the filter unit or to the disinfection system; for example, the higher weir elevation of Clarifier No. 4 allows for more flow downstream due to a higher water surface elevation as compared to Clarifier No. 3. The previous 1993 WWTP improvements project included the construction of Clarifier No. 3 to augment the clarification capacity of Clarifier No. 1 and No. 2, though No. 1 and 2 are no longer functional or available for use. The 2020 WWTP improvements project included the construction of Clarifier No. 4 and was intended to augment the clarification capacity of Clarifier No. 3. However, Clarifier No. 4 is significantly larger than Clarifier No. 3, which will prevent an even flow splitting between the two clarifiers.

Furthermore, Clarifier No. 4 appears to have been built approximately 1.63-ft higher than Clarifier No. 3, which would result in sending the majority of mixed liquor suspended solids (MLSS) from the aeration basin structure to Clarifier No. 3, as opposed to an even or proportional flow split. An attempted corrective action in the 2020 WWTP improvements project was to install an internal weir plate in the MLSS flow splitting structure at the downstream end of the aeration basin structure to increase the head loss going to Clarifier No. 3 to force more flow to Clarifier No. 4. However, based on anecdotal information from the City operations staff, it does not appear that the corrective action weir plate has been fully effective. Therefore, any future project at the WWTP should consider the implementation of appropriate MLSS flow splitting at the end of the existing aeration basins, such as the addition of motorized modulating flow control gates (not currently included in the scope of work for this current project).

The 1993 improvements project (including the existing Clarifier No. 3) and the most recent project improvements (including the new Clarifier No. 4) were evaluated via field data collection to identify any potential hydraulic concerns. A comparison of the design drawing information from the 1993 and 2020 projects versus the October 2025 field data collection are presented below in Table 3.

**Table 3 - Comparison of Design Data Versus Field Data for Clarifier No. 3 and No. 4**

Process Component	1993 / 2020 Project Drawing Data	October 2025 Field Survey Data	Difference	Comments / Concerns
Clarifier No. 3 Top of Wall Elev. (ft-msl)	408.25	406.47	-1.78	Field shot elevation of TOW is within 0.02 ft of each shot around the entire structure
Clarifier No. 3 Weir Elev. (ft-msl)	406.75	404.52	-2.23	Field shot elevation of weir is within 0.02 ft of each shot around the entire structure
Clarifier No. 3 Water Surface Elev. (ft-msl)	406.86 (peak flow)	404.55	-2.31	Calculated WSE based on 50% flow loading to Clarifier No. 3
Clarifier No. 4 Top of Wall Elev. (ft-msl)	408.25	408.16	-0.09	Field shot elevation of TOW is within 0.02 ft of each shot around the entire structure
Clarifier No. 4 Weir Elev. (ft-msl)	406.75	406.15	-0.60	Field shot elevation of weir is within 0.02 ft of each shot around the entire structure
Clarifier No. 4 Water Surface Elev. (ft-msl)	406.86 (peak flow)	406.19	-0.67	Calculated WSE based on 100% flow loading to Clarifier No. 4

Since the existing weir elevation in Clarifier No. 3 is approximately 1.63-ft lower than the weir in Clarifier No. 4 (404.52 ft-msl versus 406.15 ft-msl), if both clarifiers are online, the existing weir in Clarifier No. 3 will be the controlling factor for the driving head available to send flow to the filter structure. For example, if only half of the MLSS flow is sent to Clarifier No. 3 (and only Clarifier No. 3 flow going to the filter unit), the Clarifier No. 3 weir elevation prevents building up the WSE in the filter unit beyond approximately 404.30 ft-msl, without submerging the weir in Clarifier No. 3.

However, in comparison to Clarifier No. 3, because Clarifier No. 4 was constructed at a higher elevation, the Clarifier No. 4 weir allows for a higher WSE in the downstream filter unit. For example, if only Clarifier No. 4 is in operation, the WSE in the filter unit could be increased up to approximately 405.20 ft-msl (leaving 6 inches of freeboard in the filter unit), providing an additional 0.9-ft of allowable head loss through the filter unit.

**Summary**

Given the variation in elevations from the respective 1993 and 2020 WWTP improvements projects, there are several challenges to overcome to better manage peak flows and storm event flows through the existing WWTP. Key recommended improvements are noted below:

- Modification / replacement of the existing combined CCB effluent weir in the chlorine contact basin;
- Modification and readjustment of the existing CCB basin weir plates in the chlorine contact basin; and
- Replacement of the existing filter influent control weir in the existing filter structure with the required inlet/outlet flow control for each proposed new cloth filter unit to be retrofitted into the existing filter structure (to be included in the cloth filter manufacturer’s scope of supply).

Existing hydraulic profile calculations for current infrastructure hydraulics are included in Appendix A, with proposed improvements incorporated into Appendix B.

# APPENDIX A

SCHNEIDER ELECTRIC - CITY OF KAUFMAN - PARTIAL WWTP HYDRAULIC ANALYSIS  
 PLANT HYDRAULICS CALCULATION

Calculated: JLB 10-10-25  
 Reviewed: \_\_\_\_\_

Red text: Question or Needs Work  
 Blue Text: Special Formula

Yellow Highlight: Input Value  
 Green Highlight: Copied Value

Material	Diameter (in.)		Cross-Sectional Area (ft <sup>2</sup> )	Σ K	L (ft)	Initial Design Flow: 1.20 MGD							Ultimate Peak Design Flow: 3.10 MGD							WSE Location			
	Nominal	Actual Inside				Q (mgd)	V (ft/s)	Velocity head (ft)	Minor Loss (ft)	Major Loss (ft)	Total HI (ft)	Ups. WSE (ft msl)	Q (mgd)	V (ft/s)	Velocity head (ft)	Minor Loss (ft)	Major Loss (ft)	Total HI (ft)	Ups. WSE (ft msl)				
						C (Hazen Coefficient)																	
<b>MAIN FLOWPATH</b>																							
C (Hazen Coefficient)																							
** Hazen Williams Coefficients Considered Ductile Iron Pipes																							
<b>CCB Disinfection to Discharge</b>																							
Prairie Branch - 100-Yr Flood Elevation Interpolates Between Upstream 402.00 ft-msl and Downstream 400-ft msl (68% Distance) - FEMA Flood Elevations - Eff. 2012																							
Pipe: New CCB Intercept Box to Discharge	C=	100	RCCP	18	18	1.77	1.22	20	1.2	1.05	0.02	0.02	0.01	0.03	401.39	401.36	3.1	2.71	0.11	0.14	0.05	0.19	401.55
Pipe: New CCB to New CCB Intercept Box		120	CM-DIP	24	24	3.14	2.28	224	1.2	0.59	0.01	0.01	0.02	0.03	401.42	401.42	3.1	1.53	0.04	0.08	0.09	0.18	401.72
CCB Metering Weir		401.10	ft msl	Existing Rectangular Weir, not 401.35					1.2					0.19	401.29	401.29	3.1					0.81	401.91
CCB Weir		402.18	ft msl	Existing Rectangular Weir - Flow over both weirs					1.2					0.19	402.37	402.37	3.1					0.35	402.53
CCB - TOW		404.02																					
<b>Filter Structure to New CCB - Portion of Effluent that is Filtered to CCB</b>																							
Pipe: Filter Effluent Tee to CCB	C=	130	PVC C905	24	24	3.14	1.68	11	1.2	0.59	0.01	0.01	0.00	0.01	402.38	402.38	3.1	1.53	0.04	0.06	0.00	0.06	402.60
Pipe: Filter Structure to Filter Effluent Tee	C=	130	PVC C905	24	24	3.14	2.3	140	0.6	0.3	0.00	0.00	0.00	0.01	402.38	402.38	3.1	1.53	0.04	0.08	0.05	0.13	402.73
Filter Control Weir		403.45	ft msl	Existing Rectangular Weir, not 405.25					0.6					0.33	403.78	403.78	1.0					0.625	404.08
Filter - TOW		405.7																					
<b>Clarifier 4 to Filter Structure - Portion of Effluent that is Filtered to CCB</b>																							
Pipe: Clarifier 4 Effluent Box to Filter Influent Box	C=	130	PVC C905	24	24	3.14	1.94	11	0.6	0.59	0.01	0.01	0.00	0.01	403.79	403.79	1.6	0.76	0.01	0.02	0.00	0.02	404.09
Clarifier 4 Effluent Weir		406.15	ft msl	Existing V-Notch Weir, not 406.75					1.2					0.019	406.17	406.17	3.1					0	406.15
Clarifier 4 Effluent Box - TOW		408.1		Not 408.25																			
Clarifier 4 - TOW		408.25																					
<b>Clarifier 4 to New CCB - Bypass Portion of Effluent that is Not Filtered to CCB</b>																							
Pipe: Filter Effluent Tee to CCB	C=	130	PVC C905	24	24	3.14	1.68	11	1.2	0.59	0.01	0.01	0.00	0.01	402.38	402.38	1.6	0.76	0.01	0.02	0.00	0.02	402.55
Pipe: Clarifier 4 Effluent Box to Filter Effluent Tee	C=	130	PVC C905	24	24	3.14	1.76	118	0.6	0.3	0.00	0.00	0.00	0.00	402.38	402.38	1.6	0.76	0.01	0.02	0.01	0.03	402.57
Clarifier 4 Effluent Weir		406.15	ft msl	Existing V-Notch Weir, not 406.75					1.2					0.019	406.17	406.17	3.1					0.0358	406.19
Clarifier 4 Effluent Box - TOW		408.1		Not 408.25																			
Clarifier 4 - TOW		408.25																					
<b>Clarifier 3 to Filter Structure - Portion of Effluent that is Filtered to CCB - If Sending Half Flow to Clarifier 4</b>																							
Pipe: Clarifier 3 Effluent Line to Filter Influent Box	C=	130	PVC C905	14	14	1.07	1.68	7	0.6	1.74	0.05	0.08	0.01	0.08	403.86	403.86	1.6	2.24	0.08	0.13	0.01	0.14	404.22
Pipe: Clarifier 3 Effluent Box to Filter Influent Line	C=	130	PVC C905	18	18	1.77	1.18	5	0.6	1.05	0.02	0.02	0.00	0.02	403.89	403.89	1.6	1.36	0.03	0.03	0.00	0.04	404.25
Clarifier 3 Effluent Weir		404.52	ft msl	Existing V-Notch Weir, not 404.95					0.0					0.016	404.54	404.54	1.6					0.0303	404.55
Clarifier 3 Effluent Box - TOW		408.1		Not 408.25																			
Clarifier 3 - TOW		408.25																					

Minor K Loss Values

**MAIN FLOWPATH**

**Effluent MH to Discharge**

<u>Element</u>	<u>Pipe Dia.</u>	<u>K-Value</u>	<u>Σ K</u>
Pipe: Reuse to Discharge			<b>1.22</b>
Exit	18"	1	
45 Bend at MH	18"	0.22	
Pipe: New CCB to New CCB			<b>2.28</b>
Intercept Box			
Exit	24"	1	
45 Bend	24"	0.22	
45 Bend	24"	0.22	
90 Bend	24"	0.34	
Entrance	24"	0.5	
Weir			

**Filter Structure to New CCB - Portion of Effluent that is Filtered to CCB**

Pipe: Filter Effluent Tee to CCB			<b>1.68</b>
Exit	24"	1	
Tee Branch	24"	0.68	
Pipe: Filter Structure to Filter Effluent Tee			<b>2.3</b>
Tee Branch	24"	0.68	
45 Bend	24"	0.22	
45 Bend	24"	0.22	
Tee Branch	24"	0.68	
Entrance	24"	0.5	

**Clarifier 4 to Filter Structure - Portion of Effluent that is Filtered to CCB**

Pipe: Clarifier 4 Effluent Box to Filter Influent Box			<b>1.94</b>
Exit	24"	1	
45 Bend	24"	0.22	
45 Bend	24"	0.22	
Entrance	24"	0.5	

**Clarifier 4 to New CCB - Portion of Effluent that is NOT Filtered to CCB**

Pipe: Filter Effluent Tee to CCB			<b>1.68</b>
Exit	24"	1	
Tee Branch	24"	0.68	

Pipe: Clarifier 4 Effluent Box to Filter Effluent Tee			<b>1.76</b>
Tee Branch	24"	0.68	
22.5 Bend	24"	0.18	
22.5 Bend	24"	0.18	
45 Bend	24"	0.22	
Entrance	24"	0.5	

**Clarifier 3 to Filter Structure - Portion of Effluent that is Filtered to CCB**

Pipe: Clarifier 3 Effluent Line to Filter Influent Box			<b>1.68</b>
Exit	14"	1	
Tee Branch	14"	0.68	

Pipe: Clarifier 3 Effluent Box to Filter Influent Line			<b>1.18</b>
Tee Branch	18"	0.68	
Entrance	18"	0.5	

1.2 MGD Design Flow

**CCB Metering Weir**

Q=	1.2 MGD	Q_solved=	1.859661 cfs
	1.85664 cfs	H=	0.433 ft
		L=	2 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	4.5 ft
		Cd=	0.609986

**CCB weir - 100% Flow over both weirs (2 basins)**

Q=	1.2 MGD	Q_solved=	1.843386 cfs
	1.85664 cfs	H=	0.188 ft
		L=	7 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	8.43 ft
		Cd=	0.603851

**Filter Influent weir -**

Q=	0.6 MGD	Q_solved=	0.921994 cfs
	0.92832 cfs	H=	0.33 ft
		L=	1.5 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	6.75 ft
		Cd=	0.606058

**Clarifier 4 weir -**

Q=	1.2 MGD	Q_solved=	1.855299 cfs
	1.85664 cfs	H=	0.019 ft
		L=	219.9115 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	13 ft
		Cd=	0.602121

**Clarifier 3 weir -**

Q=	0.6 MGD	Q_solved=	0.921716 cfs
	0.92832 cfs	H=	0.016 ft
		L=	141.3717 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	9 ft
		Cd=	0.602148

3.1 MGD Peak Flow

**CCB Metering Weir**

Q=	3.1 MGD	Q_solved=	4.794195 cfs
	4.79632 cfs	H=	0.808 ft
		L=	2 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	4.5 ft
		Cd=	0.616903

**CCB weir - 100% Flow over both weirs (2 basins)**

Q=	3.1 MGD	Q_solved=	4.715121 cfs
	4.79632 cfs	H=	0.351 ft
		L=	7 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	8.43 ft
		Cd=	0.605456

**Filter Influent weir -**

Q=	1.55 MGD	Q_solved=	2.417512 cfs
	2.39816 cfs	H=	0.625 ft
		L=	1.5 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	6.75 ft
		Cd=	0.609685

**Clarifier 4 weir -**

Q=	3.1 MGD	Q_solved=	4.799384 cfs
	4.79632 cfs	H=	0.0358 ft
		L=	219.9115 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	13 ft
		Cd=	0.602229

**Clarifier 3 weir -**

Q=	1.55 MGD	Q_solved=	2.40257 cfs
	2.39816 cfs	H=	0.0303 ft
		L=	141.3717 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	9 ft
		Cd=	0.602279

# APPENDIX B

	Material	Diameter (in.)		Cross-Sectional Area (ft <sup>2</sup> )	Σ K	L (ft)	Initial Design Flow: 1.20 MGD							Ultimate Peak Design Flow: 3.10 MGD							WSE Location	
		Nominal	Actual Inside				Q (mgd)	V (ft/s)	Velocity head (ft)	Minor Loss (ft)	Major Loss (ft)	Total HI (ft)	Ups. WSE (ft msl)	Q (mgd)	V (ft/s)	Velocity head (ft)	Minor Loss (ft)	Major Loss (ft)	Total HI (ft)	Ups. WSE (ft msl)		
<b>MAIN FLOWPATH</b>																						
C (Hazen Coefficient)																						
** Hazen Williams Coefficients Considered Ductile Iron Pipes																						
<b>CCB Disinfection to Discharge</b>																						
Prairie Branch - 100-Yr Flood Elevation Interpolates Between Upstream 402.00 ft-msl and Downstream 400-ft msl (68% Distance) - FEMA Flood Elevations - Eff. 2012																						
Pipe: New CCB Intercept Box to Discharge	C=	100	RCCP	18	18	1.77	1.22	20	1.2	1.05	0.02	0.02	0.01	0.03	401.39	3.1	2.71	0.11	0.14	0.05	0.19	401.55
Pipe: New CCB to New CCB Intercept Box		120	CM-DIP	24	24	3.14	2.28	224	1.2	0.59	0.01	0.01	0.02	0.03	401.42	3.1	1.53	0.04	0.08	0.09	0.18	401.72
CCB Metering Weir		402.00	ft msl	Proposed Weir Change					1.2					0.19	402.19	3.1					0.60	402.60
CCB Weir		402.85	ft msl	Proposed Weirs Change					1.2					0.19	403.04	3.1					0.35	403.20
CCB - TOW		404.02																				
<b>Filter Structure to New CCB - Portion of Effluent that is Filtered to CCB</b>																						
Pipe: Filter Effluent Tee to CCB	C=	130	PVC C905	24	24	3.14	1.68	11	1.2	0.59	0.01	0.01	0.00	0.01	403.05	3.1	1.53	0.04	0.06	0.00	0.06	403.27
Pipe: Filter Structure to Filter Effluent Tee	C=	130	PVC C905	24	24	3.14	2.3	140	0.6	0.3	0.00	0.00	0.00	0.01	403.05	3.1	1.53	0.04	0.08	0.05	0.13	403.40
Filter Control Weir		404.00	ft msl	Proposed Weir Change					0.6					0.13	404.13	1.0					0.24	404.24
Filter - TOW		405.70		Not 407.5																		
<b>Clarifier 4 to Filter Structure - Portion of Effluent that is Filtered to CCB</b>																						
Pipe: Clarifier 4 Effluent Box to Filter Influent Box	C=	130	PVC C905	24	24	3.14	1.94	11	0.6	0.59	0.01	0.01	0.00	0.01	404.14	1.6	0.76	0.01	0.02	0.00	0.02	404.26
Clarifier 4 Effluent Weir		406.15	ft msl	Existing V-Notch Weir, not 406.75					1.2					0.019	406.17	3.1					0	406.15
Clarifier 4 Effluent Box - TOW		408.16		Not 408.25																		
Clarifier 4 - TOW		408.16																				
<b>Clarifier 4 to New CCB - Bypass Portion of Effluent that is Not Filtered to CCB</b>																						
Pipe: Filter Effluent Tee to CCB	C=	130	PVC C905	24	24	3.14	1.68	11	1.2	0.59	0.01	0.01	0.00	0.01	403.05	1.6	0.76	0.01	0.02	0.00	0.02	403.22
Pipe: Clarifier 4 Effluent Box to Filter Effluent Tee	C=	130	PVC C905	24	24	3.14	1.76	118	0.6	0.3	0.00	0.00	0.00	0.00	403.05	1.6	0.76	0.01	0.02	0.01	0.03	403.24
Clarifier 4 Effluent Weir		406.15	ft msl	Existing V-Notch Weir, not 406.75					1.2					0.019	406.17	3.1					0.0358	406.19
Clarifier 4 Effluent Box - TOW		408.16		Not 408.25																		
Clarifier 4 - TOW		408.16																				
<b>Clarifier 3 to Filter Structure - Portion of Effluent that is Filtered to CCB - If Sending Half Flow to Clarifier 4</b>																						
Pipe: Clarifier 3 Effluent Line to Filter Influent Box	C=	130	PVC C905	14	14	1.07	1.68	7	0.6	1.74	0.05	0.08	0.01	0.08	404.21	1.6	2.24	0.08	0.13	0.01	0.14	404.38
Pipe: Clarifier 3 Effluent Box to Filter Influent Line	C=	130	PVC C905	18	18	1.77	1.18	5	0.6	1.05	0.02	0.02	0.00	0.02	404.24	1.6	1.36	0.03	0.03	0.00	0.04	404.42
Clarifier 3 Effluent Weir		404.52	ft msl	Existing V-Notch Weir, not 404.95					0.0					0.016	404.54	1.6					0.0303	404.55
Clarifier 3 Effluent Box - TOW		406.47		Not 408.25																		
Clarifier 3 - TOW		406.47																				

Minor K Loss Values

**MAIN FLOWPATH**

**Effluent MH to Discharge**

<u>Element</u>	<u>Pipe Dia.</u>	<u>K-Value</u>	<u>Σ K</u>
Pipe: Reuse to Discharge			<b>1.22</b>
Exit	18"	1	
45 Bend at MH	18"	0.22	
Pipe: New CCB to New CCB			
Intercept Box			<b>2.28</b>
Exit	24"	1	
45 Bend	24"	0.22	
45 Bend	24"	0.22	
90 Bend	24"	0.34	
Entrance	24"	0.5	
Weir			

**Filter Structure to New CCB - Portion of Effluent that is Filtered to CCB**

Pipe: Filter Effluent Tee to CCB			<b>1.68</b>
Exit	24"	1	
Tee Branch	24"	0.68	
Pipe: Filter Structure to Filter Effluent Tee			<b>2.3</b>
Tee Branch	24"	0.68	
45 Bend	24"	0.22	
45 Bend	24"	0.22	
Tee Branch	24"	0.68	
Entrance	24"	0.5	

**Clarifier 4 to Filter Structure - Portion of Effluent that is Filtered to CCB**

Pipe: Clarifier 4 Effluent Box to Filter Influent Box			<b>1.94</b>
Exit	24"	1	
45 Bend	24"	0.22	
45 Bend	24"	0.22	
Entrance	24"	0.5	

**Clarifier 4 to New CCB - Portion of Effluent that is NOT Filtered to CCB**

Pipe: Filter Effluent Tee to CCB			<b>1.68</b>
Exit	24"	1	
Tee Branch	24"	0.68	

Pipe: Clarifier 4 Effluent Box to Filter Effluent Tee			<b>1.76</b>
Tee Branch	24"	0.68	
22.5 Bend	24"	0.18	
22.5 Bend	24"	0.18	
45 Bend	24"	0.22	
Entrance	24"	0.5	

**Clarifier 3 to Filter Structure - Portion of Effluent that is Filtered to CCB**

Pipe: Clarifier 3 Effluent Line to Filter Influent Box			<b>1.68</b>
Exit	14"	1	
Tee Branch	14"	0.68	

Pipe: Clarifier 3 Effluent Box to Filter Influent Line			<b>1.18</b>
Tee Branch	18"	0.68	
Entrance	18"	0.5	

1.2 MGD Design Flow

**CCB Metering Weir**

Q=	1.2 MGD	Q_solved=	1.864287 cfs
	1.85664 cfs	H=	0.32 ft
		L=	3.17 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	4.5 ft
		Cd=	0.607902

**CCB weir - 100% Flow over both weirs (2 basins)**

Q=	1.2 MGD	Q_solved=	1.843386 cfs
	1.85664 cfs	H=	0.188 ft
		L=	7 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	8.43 ft
		Cd=	0.603851

**Filter Influent weir -**

Q=	0.6 MGD	Q_solved=	0.996462 cfs
	0.92832 cfs	H=	0.13 ft
		L=	6.58 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	6.75 ft
		Cd=	0.603599

**Clarifier 4 weir -**

Q=	1.2 MGD	Q_solved=	1.855299 cfs
	1.85664 cfs	H=	0.019 ft
		L=	219.9115 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	13 ft
		Cd=	0.602121

**Clarifier 3 weir -**

Q=	0.6 MGD	Q_solved=	0.921716 cfs
	0.92832 cfs	H=	0.016 ft
		L=	141.3717 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	9 ft
		Cd=	0.602148

3.1 MGD Peak Flow

**CCB Metering Weir**

Q=	3.1 MGD	Q_solved=	4.827126 cfs
	4.79632 cfs	H=	0.6 ft
		L=	3.17 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	4.5 ft
		Cd=	0.613067

**CCB weir - 100% Flow over both weirs (2 basins)**

Q=	3.1 MGD	Q_solved=	4.715121 cfs
	4.79632 cfs	H=	0.351 ft
		L=	7 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	8.43 ft
		Cd=	0.605456

**Filter Influent weir -**

Q=	1.55 MGD	Q_solved=	2.505155 cfs
	2.39816 cfs	H=	0.24 ft
		L=	6.58 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	6.75 ft
		Cd=	0.604951

**Clarifier 4 weir -**

Q=	3.1 MGD	Q_solved=	4.799384 cfs
	4.79632 cfs	H=	0.0358 ft
		L=	219.9115 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	13 ft
		Cd=	0.602229

**Clarifier 3 weir -**

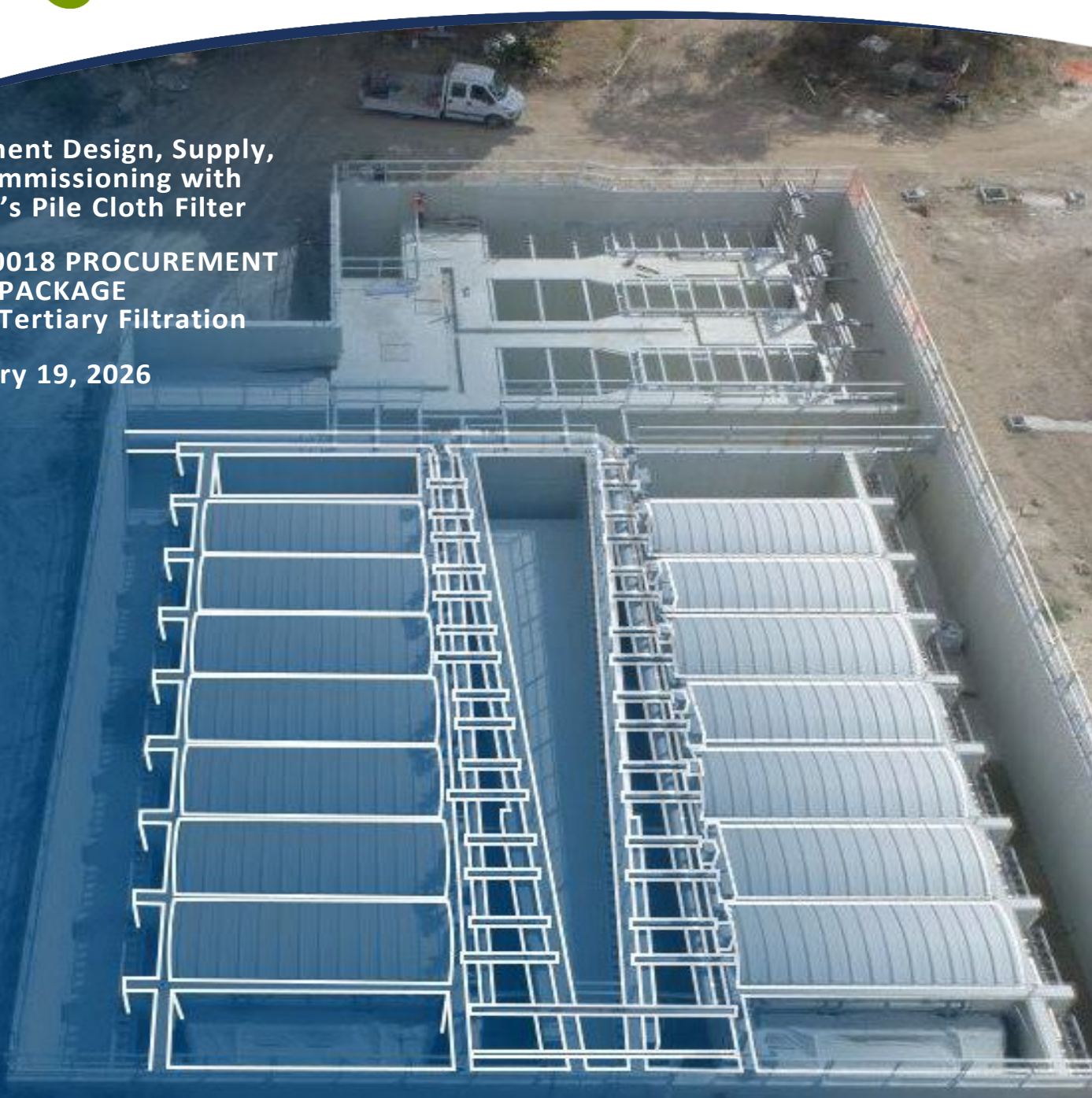
Q=	1.55 MGD	Q_solved=	2.40257 cfs
	2.39816 cfs	H=	0.0303 ft
		L=	141.3717 ft
		g=	32.2 ft/s <sup>2</sup>
		P=	9 ft
		Cd=	0.602279



Equipment Design, Supply,  
and Commissioning with  
Nexom's Pile Cloth Filter

PC24P0018 PROCUREMENT  
WORK PACKAGE  
ECM 1 Tertiary Filtration

February 19, 2026



# KAUFMAN, TX

*technologies for cleaner water*

323 N. Spokane St. Suite 200 · Post Falls ID · 83854  
888-710-2583 · [www.nexom.com](http://www.nexom.com)



Axiom Water companies



## System Design Parameters

**Phase 1** Design loads, flow, and effluent objectives are presented in the following table:

	Units	Filter Influent	Filter Effluent
Average Design Flow (ADF)	MGD	1.2	
Peak Design Flow (PDF)	MGD	3.1	
TSS <sup>1</sup>	mg/L	30-50	< 10

1. A max TSS of 35 mg/L capacity per filter during peak design flow is expected

**Phase 2** Design loads, flow, and effluent objectives are presented in the following table:

	Units	Filter Influent	Filter Effluent
Average Design Flow (ADF)	MGD	2.4	
Peak Design Flow (PDF)	MGD	6.0	
TSS <sup>1</sup>	mg/L	30-50	< 10

1. A max TSS of 35 mg/L capacity per filter during peak design flow is expected

### Phase Configuration

Phase	Filters	Configuration	Number of discs (total)
1	3	Two (2) duty, one (1) standby MITAWT 4/20 PECV units	12
2	4	Add one additional MITAWT 4/20 PECV for a configuration of three (3) duty, one (1) standby	16

**Phase 1 Process Calculations** are presented in the following tables:

<b>Configuration</b>	<b>Units</b>	<b>Design Parameter</b>
Filter model		MITAWT 4/20 PECV
Number of filters		2 duty, 1 standby
Disks per filter		4
Filtration area per unit	ft <sup>2</sup>	215
Hydraulic loading, at peak flow with two filters	gpm/ft <sup>2</sup>	< 5.0
SSLR at peak flow with two filters	lb/ft <sup>2</sup> d	< 2.3

**Phase 2 Process Calculations** is presented in the following tables:

<b>Configuration</b>	<b>Units</b>	<b>Design Parameter</b>
Filter model		MITAWT 4/20 PECV
Number of filters		3 duty, 1 standby
Disks per filter		4
Filtration area per unit	ft <sup>2</sup>	215
Hydraulic loading, at peak flow with three filters	gpm/ft <sup>2</sup>	< 6.5
SSLR at peak flow with three filters	lb/ft <sup>2</sup> d	< 3.0

## Scope of Work

**Schneider Electrical Energy Services Project**

**City of Kaufman, TX**

**Specification Tertiary Disk Filter**

**Date: December 11, 2025**

**Bid Date: December 12, 2025**

**Revised: February 18, 2026**

**(Revise with Allen Bradley Controls and Sun Shrouds)**

**RFI Reviewed: 3**

Nexom (US) Inc. is presenting its Scope Letter for the Disk Cloth Filters specified in the City of Kaufman, TX Procurement of Work Package PWP-01. Nexom is the disk filter basis of design and named as the approved manufacturer.

In general, the following major components are included within the scope of supply:

- Cloth Media Filter System
- System controls and instrumentation.

Included in overall scope of supply:

- System process design, complete with detailed shop drawings.
- Process design calculations and full technical submittal.
- Installation support for any equipment supplied by Nexom and installed by others.
- Operation & Maintenance Manuals complete with as-built drawings.
- *5-year warranty* from date of substantial completion, or 66 months from date of shipment (whichever occurs first)

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# Scope of Supply – BASE BID (Phase I)

**Design and Supply Only** of process equipment for the cloth media filtration system.

## FILTRATION EQUIPMENT

### *Cloth Media Filters – 304 Stainless Construction*

- **Three (3)** cloth disk filter units, Nexom Mita® filter model MSF 4/20 PECV
  - Effluent pipe spool (to be installed through wall by GC)
  - 4" ANSI connection for backwash and sludge discharge
  - Frame, for supporting backwash system and motor, fixed within tank
  - Central vertical tube supported by steel bearings
  - Removable disk segments, nominal 54 ft<sup>2</sup> per disk, 4 disks per tank, stainless and HDPE composite materials
  - Vacuum shoes, 2 per disk, HDPE
  - Gearbox and motor, 0.75 hp Rossi
  - One (1) backwash pump, integrated and pre-plumbed, 3.0 hp Ebara
  - One (1) sludge collection pump and sludge collection manifold, 3.0 hp Ebara
  - Installed and removable polyester pile cloth media, CA Title 22 Approved, 5µm.
  - Access ladder into each concrete tank
  - For installation in concrete tank

### *Process Instrumentation*

- Three (3) level switch, overflow alarm, Vega, IFM or equal
- Four (4) level transmitter, water level, Vega, IFM or equal
- Three (3) backwash vacuum transmitter, backwash vacuum pressure, IFM or equal
- Six (6) bourdon tube pressure gauges, Reotemp, Wika or equal

### *Filter Master Control Panels*

- Three (3) Sun shroud, Tracom Model 40, white FRP
- Three (3) UL NEMA4x stainless 304 control panels, wall mounted
  - Main breaker with disconnect handle
  - Control power transformers
  - Surge suppressor, 3-Phase, 480VAC
  - Surge suppressor, 1-Phase, 120VAC
  - 24VDC power supply
  - A-B, Micro 850 Series PLC with required I/O modules
  - Weintek, 10" HMI
  - Unmanaged ethernet switch
  - ABB, ACS 580 series VFD, 0.75HP, 480VAC with fused protection and HIM (Main Drive)
  - Schnedier, NEMA Size-1 starter, 480VAC with breaker protection (1-Sludge Pump & 1-Backwash Pump)
  - Ground bar
  - Cooling fan
  - Pilot Devices, Terminals, Relays, Fuse, and Supplementary Protectors as required.

## **NEXOM SITE SERVICES**

- Two (2) trips with up to 3 days onsite for installation inspection services, start-up and commissioning.
- One (1) trip with up to 3 days onsite for performance testing and training.

## **NEXOM EQUIPMENT DOCUMENTATION**

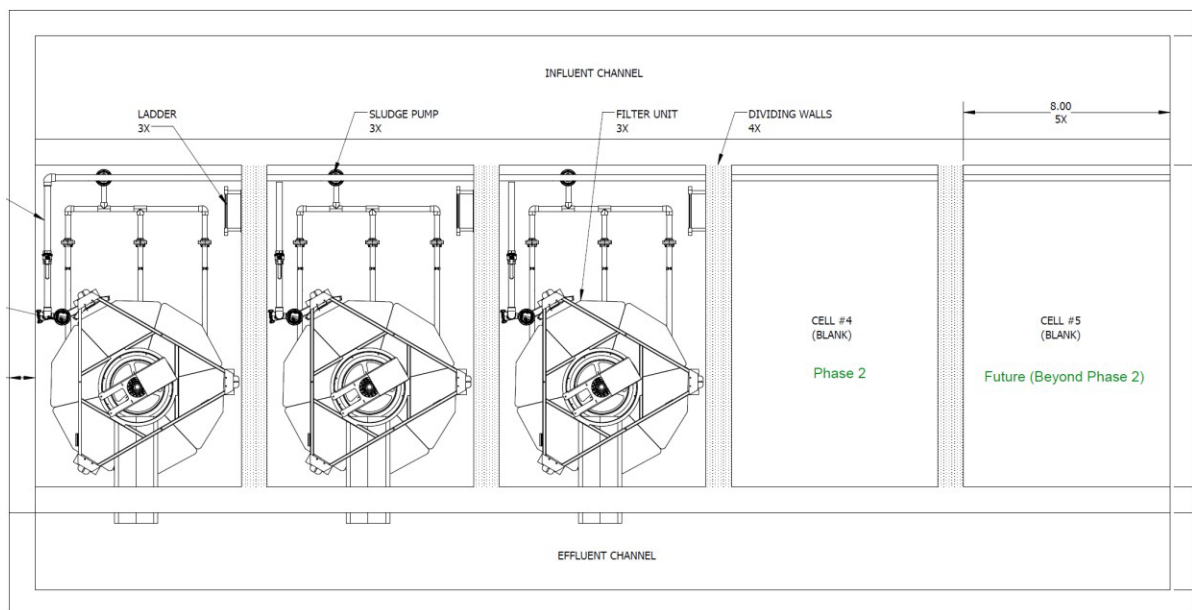
Nexom can provide the following documentation during the project cycle.

- Detailed shop drawings with equipment sizing and general layout for use by installing contractor
- Detailed electrical drawings with panel layouts and small parts BOM's
- P&ID for Nexom supplied equipment.
- Copy of the installed programs for both the HMI and PLC
- Equipment cutsheets for all major off-the-shelf components
- Recommended spare parts list.

# Work by Others


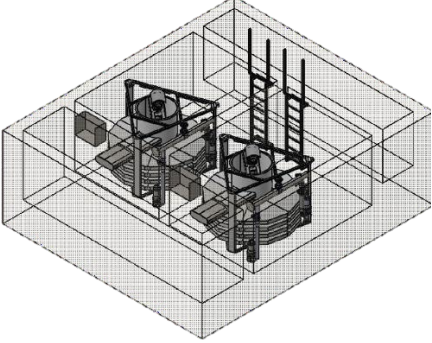
## MODIFICATIONS TO EXISTING FACILITY



- Tanks will require new intermediate concrete walls as per Nexom's GA drawing to divide the tank for n+1 redundancy. The following layout is recommended to leave tanks for phase 2 and future expansion (beyond phase 2).
  - A common inlet channel is maintained with any bypass considerations by others.
  - A minimum 12-inch pipe spool by others should be installed to allow flow from the inlet channel to enter each tank. A slide gate by others shall allow maintenance isolation of each tank.
  - Filtrate collected in the filter centertube passing through a effluent pipe spool provided by Nexom that must be installed in the effluent channel wall by others.
  - All brackets and anchors for mounting equipment in the tanks are provided by Nexom



- A sludge collection header is illustrated in drawings as an option to provide desludging and draining, however, Nexom recommends a grouted, sloped floor as the best method for desludging and draining a tank completely. This may also simplify piping and installation by others.
  - Contractor to supply all backwash piping as required. Nexom provides a 4-inch ANSI terminal point for yard piping connection to its assemblies.

- Installation of all Nexom supplied equipment by Contractor – projections only as contractor crews and experience generate variability in hours and performance.

Description of Task	Estimated Duration	Recommended Crew Size	Example
<b>Pipe Spools</b> <ul style="list-style-type: none"> <li>• Influent (by others)</li> <li>• Effluent by Nexom</li> </ul>	TBD		TBD based on contractor selected methods
<b>Placing filter frames</b>  Telehandler or crane.	2 hours per filter	2 persons	
<b>Anchoring</b> <ul style="list-style-type: none"> <li>• Anchoring equipment (3 legs/filter frame)</li> <li>• Egress ladder</li> <li>• Piping brackets</li> </ul>	2 hours Per filter	2 person	
<b>Yard piping</b> <ul style="list-style-type: none"> <li>• 4-inch ANSI connections to backwash and sludge discharge</li> </ul>	2 hours per filter	3 persons	

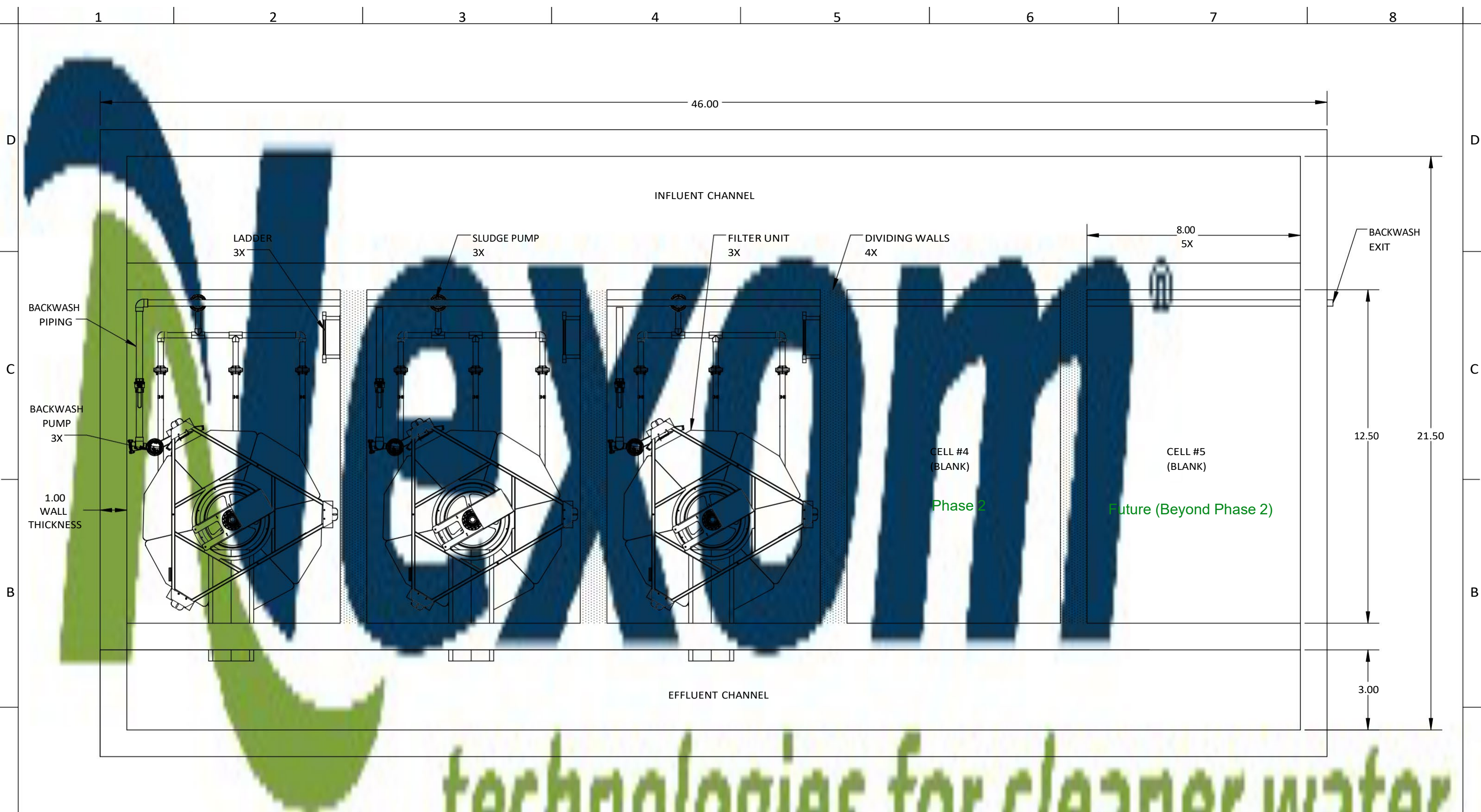
<p><b>Effluent connection</b></p> <ul style="list-style-type: none"> <li>• Flexible coupling by Nexom</li> </ul>	<p>0.5 hours per filter</p>	<p>2 persons</p>	
<p><b>Installing control panel</b></p>	<p>2 hours per filter</p>	<p>3 persons</p>	<p>Variable depending on final controls options elected</p>
<p><b>Landing instrument &amp; motor wires</b></p> <ul style="list-style-type: none"> <li>• Common inlet channel level transmitter:</li> <li>• Per filter: 1 drive motor; 2 pumps; 1 transmitter; 1 level switch; 1 pressure transmitter on panel terminal strip per panel drawings</li> </ul>	<p>2 hours per filter</p>	<p>4 persons</p>	

- Refer to attached drawings for additional information. Complete documentation and installation instructions are provided during the submittal process.



## Documentation

- PCF Layout Drawing
- PCF P+ID Drawing



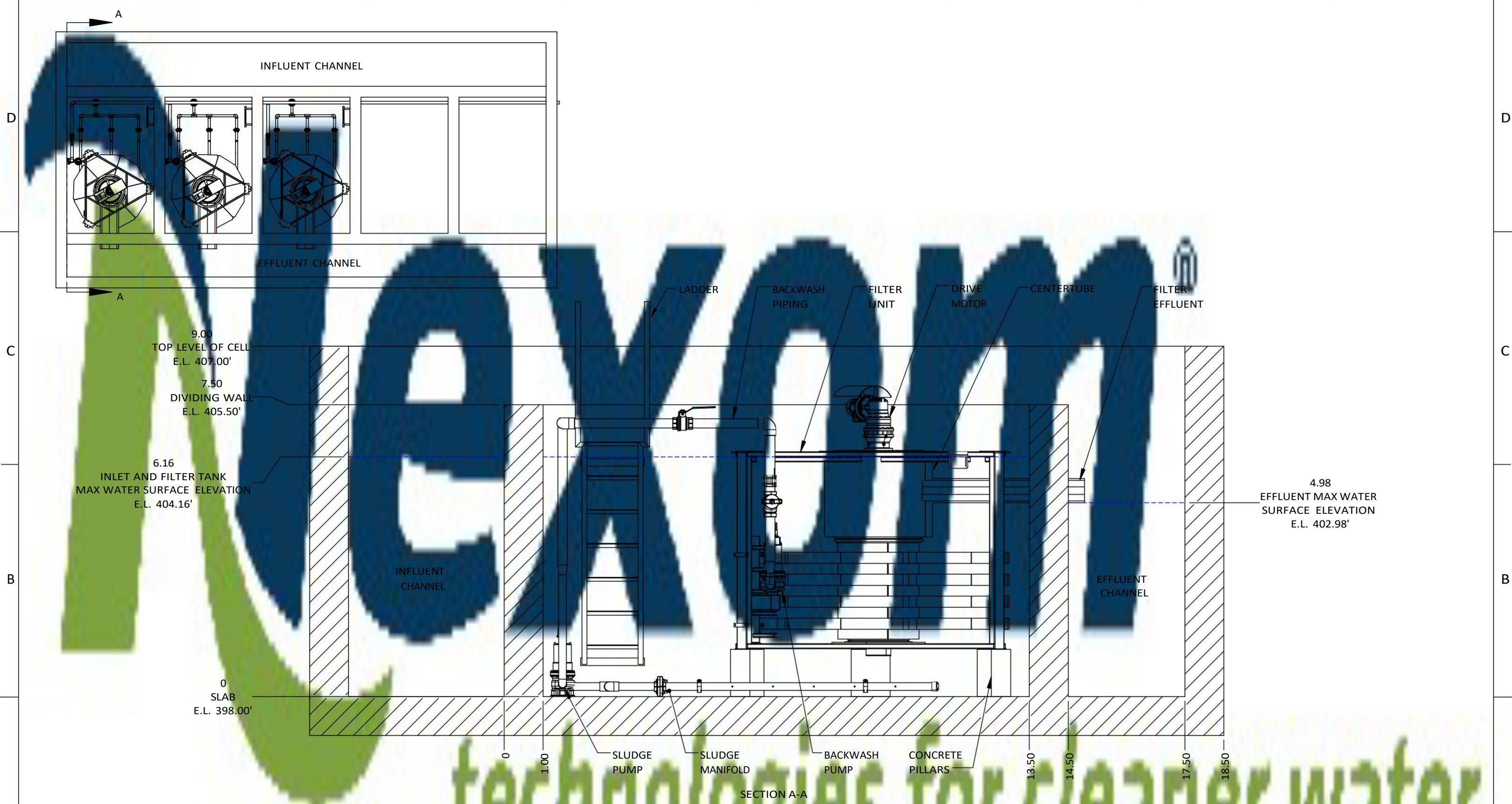
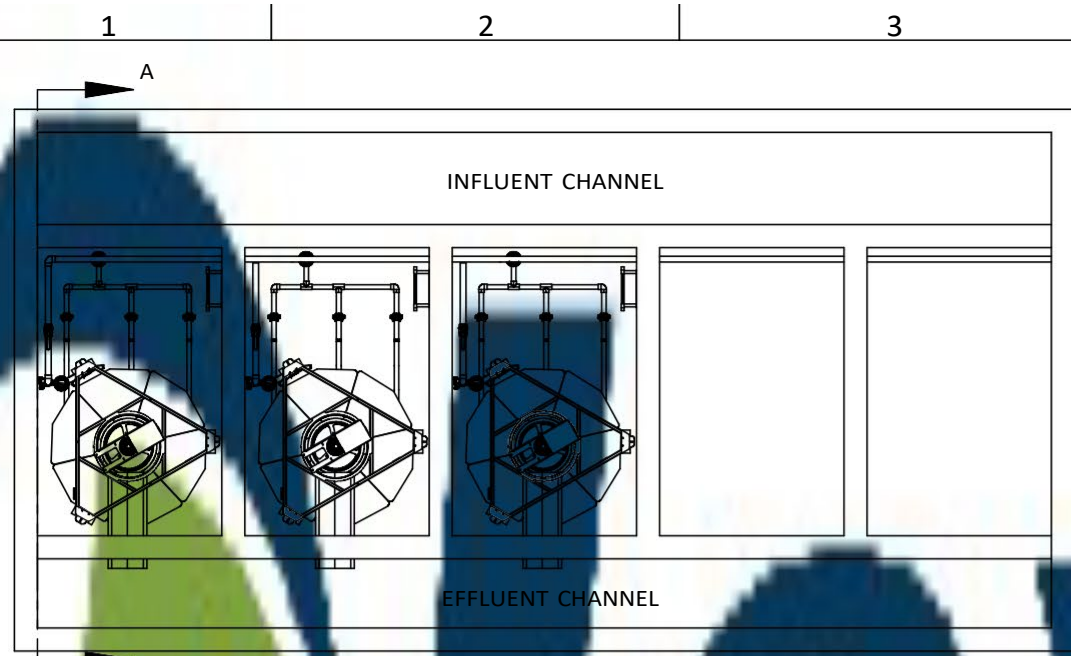
REVISIONS			
REV.	DESCRIPTION	ENGINEER	DATE
01	INITIAL PROPOSAL DRAWING	SL	2025-12-09

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UNLESS OTHERWISE SPECIFIED  
 DIMENSIONS ARE IN INCHES  
 TOLERANCES:  
 00.0 OR X/X ± .125"  
 00.00 ± .05"  
 00.0° ± 2.0°  
 THIRD ANGLE PROJECTION

LOCATION: KAUFMAN, TEXAS		SCALE: NTS	
DESCRIPTION: 3X VERTICAL DISK FILTERS 4-80			
AUTH.	SL, 2025-12-10	CHKD.	SL, 2025-12-10
NUMBER: CD25640.02		REV. 01	PAGE 1/2

TEMPLATE LAST MODIFIED: 08/05/19



SECTION A-A

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UNLESS OTHERWISE SPECIFIED  
DIMENSIONS ARE IN INCHES  
TOLERANCES:  
00.0 OR X/X ± .125"  
00.00 ± .05"  
00.0° ± 2.0°  
THIRD ANGLE PROJECTION

LOCATION: KAUFMAN, TEXAS		SCALE: NTS	
DESCRIPTION: 3X VERTICAL DISK FILTERS 4-80			
AUTH.	SL, 2025-12-10	CHKD.	SL, 2025-12-10
NUMBER: CD25640.02		REV. 01	PAGE 2/2

PLOT SIZE: 610mm x 914mm (24" x 36")

REDUCED SIZE PLOT - DO NOT SCALE

CONTROLS CONFIGURATION IS PRELIMINARY AND TBD

PLC-100

FILTER CONTROL PANEL PLC-100

FIELD/LOCAL AREA

PHASE 1: TYPICAL 1 OF 3  
PHASE 2: ADD 4TH FILTER

SLUDGE PUMP  
SP-102  
3 φ, 60 Hz 3 HP

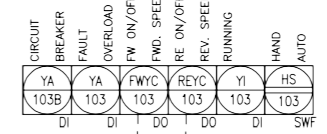
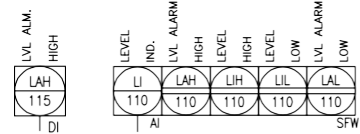
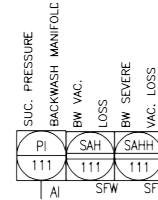
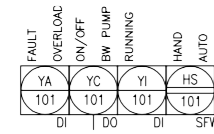
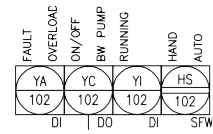
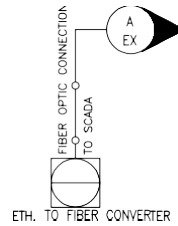
BACKWASH PUMP  
BW-101  
3 φ, 60 Hz 3 HP

SUCTION PRESSURE SENSOR  
PE-111

HIGH LEVEL FLOAT  
LS-115

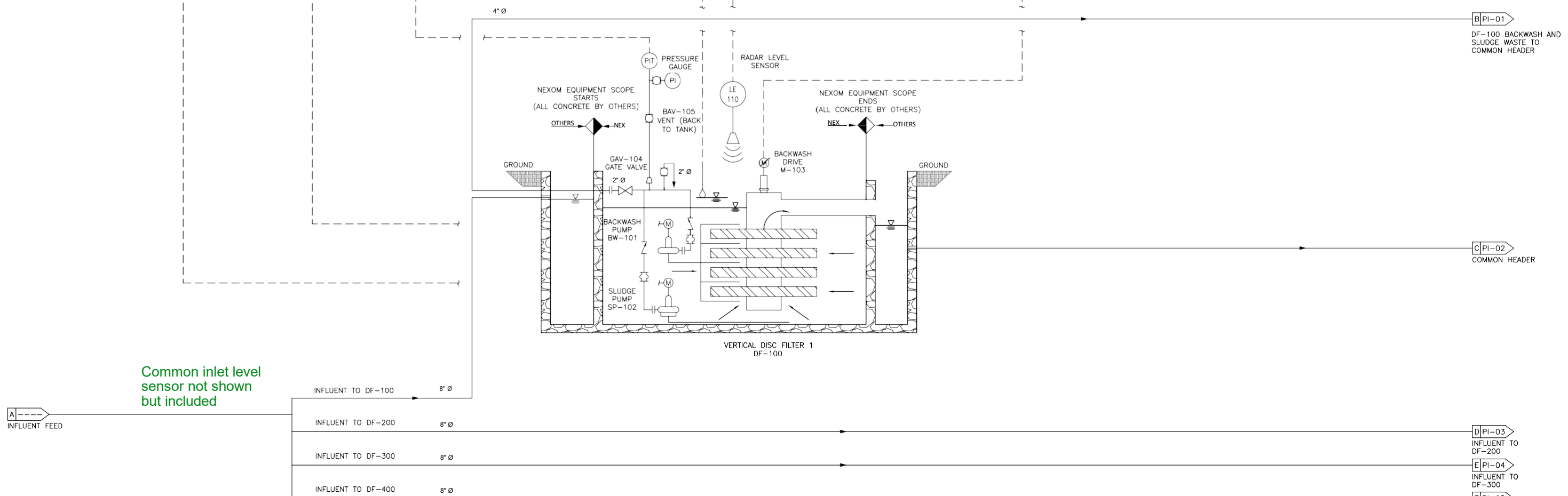
LEVEL SENSOR  
LE-110

BACKWASH DRIVE  
M-103  
3 φ, 60 Hz 0.75 HP



SFW: SOFTWARE FUNCTION

SFW: SOFTWARE FUNCTION



Common inlet level sensor not shown but included

Inlet isolation slide gates or equal isolation by others

INFLUENT FEED

INFLUENT TO DF-100 8" Ø  
INFLUENT TO DF-200 8" Ø  
INFLUENT TO DF-300 8" Ø  
INFLUENT TO DF-400 8" Ø

B|PI-01  
DF-100 BACKWASH AND  
SLUDGE WASTE TO  
COMMON HEADER

C|PI-02  
COMMON HEADER

D|PI-03  
INFLUENT TO  
DF-200  
E|PI-04  
INFLUENT TO  
DF-300  
F|PI-05  
INFLUENT TO  
DF-400



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Navin, Manitoba  
Canada R5T 0C9  
888-426-8180  
www.nexom.com

PROJECT:		KAUFMAN, TEXAS	
		3 XVERTICAL DISC FILTERS 8-40	
TITLE:			
PIPING AND INSTRUMENTATION DIAGRAM PILE CLOTH FILTERS			
DRAWN BY:	APPROVED BY:	SCALE:	DRAWING NO.:
SL		NTS	
DATE:	FILE #		
2025-12-09	CD25640.02		
			SHT. 1 of 0
			REV. 0

REV. #	DESC.	BY	DATE
0	FOR REVIEW AND APPROVAL	SL	2025-12-09





REV. #	DESC	BY	DATE
0	FOR REVIEW AND APPROVAL	SL	2025-12-09

DATE
2025-12-09

FILE #
CD25640.02

PID03	of
	3

PLOT SIZE: 610mm x 914mm (24" x 36")

REDUCED SIZE PLOT - DO NOT SCALE

## Schedule B – Project Implementation

### B.1 Construction Phasing & Sequencing

#### CONSTRUCTION WORK BREAKDOWN STRUCTURE (WBS) AND SEQUENCING

Refer to reference documents **Construction Work Breakdown Structure – ECM 1** and **Construction Work Breakdown Structure – ECM 4** in Attachment II to Schedule B – Project Implementation.

#### SHUTDOWNS AND METHOD OF PROCEDURE (MOP)

Shutdowns will be performed in accordance with reference document **MOP Specification and Forms – TEMPLATE** in Attachment II to Schedule B – Project Implementation. A completed version of an MOP will be provided for Owner review and comment prior to scheduling any shutdowns.

ESCO will coordinate the Owner's use of existing alternate potable water source(s) for loads connected to the non-potable water system during its shutdown.

## B.2 Project Schedule & Supporting Documentation

Refer to reference document ***Draft Construction Project Schedule*** in Attachment II to Schedule B – Project Implementation.

A summary of the draft construction project schedule is provided below:

Project Milestone	Estimated Date
Council Approves and Executes Construction Agreement	May 2026
Order Long Lead Equipment	June 2026
Complete Final Design and Obtain Permits	July – October 2026
Mobilization for Construction	November 2026
Substantial Completion	April 2027
Final Completion	June 2027

## B.3 Inspection, Testing, Commissioning, Acceptance, & Turnover Plan (ITCAT)

### INTRODUCTION

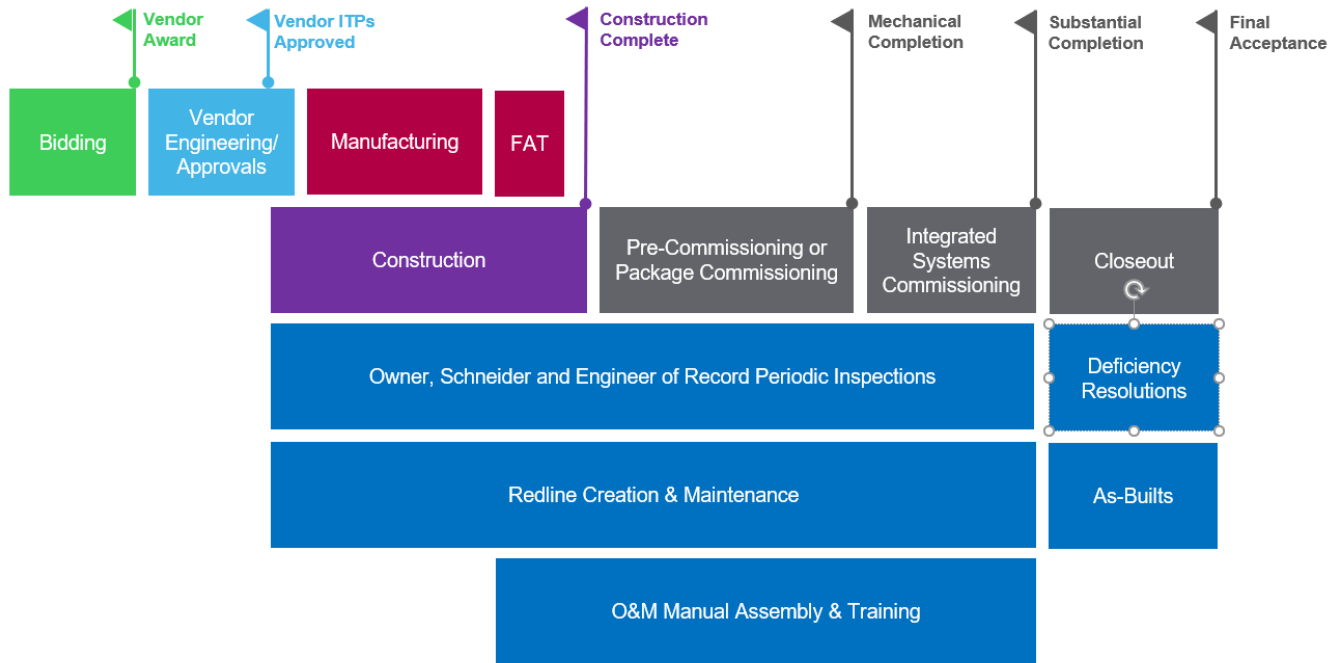
The ITCAT Plan outlines the requirements and procedures for the definition and execution of the inspection, testing and commissioning in order to facilitate the turnover to the owner and the owner’s acceptance.

This is accomplished through the following key strategies:

- Inspections and testing are performed as high up in the value chain as possible while meeting the project requirements. This reduces the amount of onsite work decreasing both project risk and cost.
- Definition of responsibilities for testing and commissioning activities and deliverables.
- Definition of the requirements to achieve the following milestones. The specific requirements for each milestone are defined on the project Scope & Coordination Matrix.
  - Mobilization to Site (Approval of Inspection and Test Plans (ITPs))
  - Construction Completion
  - Mechanical Completion
  - Substantial Completion
  - Final Acceptance

### EXECUTION STRATEGY

The diagram below provides a high-level overview of the workflow for the project testing, commissioning and turnover. Following are descriptions of the key testing and commissioning activities and deliverables that typically occur during the phases. In most projects, different portions and ECMs of the project may be in a different phase based on schedule, complexity, handover priority or other factors.



Refer to reference document *Inspection, Testing, Commissioning, Acceptance & Turnover Plan – TEMPLATE* in Attachment II to Schedule B – Project Implementation for a TEMPLATE version of the full ITCAT Plan. A completed version of the ITCAT Plan will be provided for Owner review and comment prior to construction completion and startup.

## B.4 Training Plan

A Training Plan for the ECMs included for Owner is provided below for this Contract. Each training session will be video recorded to account for staff and personnel changes throughout the life of the contract.

### INSTALLATION KICKOFF TRAINING

The Installation Kickoff Training for Owner staff will occur as follows:

**Energy Conservation Measures Summary:** ESCO will provide a review of Energy Conservation Measures with Owner staff in attendance at the Installation Kickoff Meeting or subsequent project update meeting. The review will include energy savings, scope of work, and key operating and savings strategies for each building.

**Training Development Plan:** We will review a Training Development Plan with Insert Customer Name -Short staff in attendance at the Installation Kickoff Meeting or subsequent project update meeting (as deemed appropriate). This plan will be utilized by ESCO and Owner to track the completion of training activities with operations and maintenance personnel. As required, the plan will be refined to suit the needs of the operations and maintenance personnel within the constraints of the project's scope. Training activities beyond the project's scope are available with additional fees to be negotiated between Owner and ESCO.

### INSTALLATION TRAINING

Training for Owner staff by ESCO's project installation and Client Services personnel will occur as follows:

**Operations and Maintenance Work Procedure Training:** ESCO will facilitate execution of each activity in the Training Development Plan, including sign-off by ESCO representative(s) that the activity has been completed. Training to support changes in Operational or Maintenance work procedures per ECM will be conducted in conjunction with sign-off from ESCO staff along with witnessing activities and sign-off of proper operation of the ECM by Owner operations and maintenance staff.

### INSTALLATION CLOSEOUT TRAINING

ESCO's installation and Client Services personnel will provide installation closeout training with topics as follows:

**Project Overview:** At installation closeout, ESCO will provide a training session for Owner administrative and maintenance personnel. The training will be video recorded and provided to the Customer for training of additional personnel that are unable to attend the sessions provided. The training session will include the following topics:

- a. Energy conservation measures summary
- b. ESCO savings adjustment process
- c. Project cash flow
- d. Remote support of warranty and service
- e. Impact of deviations from Key Operating and Savings Strategies
- f. Equipment Deficiency Report(s) (EDRs) generated by ESCO during project implementation

**Hands-on Training (Closeout):** At installation closeout, ESCO will provide a training session for the operations and maintenance personnel. The training sessions will include the following topics:

- a. Site walkthrough
- b. Warranty summary document

- c. As built drawings
- e. Summary of daily O&M tasks
- g. Troubleshooting and repair of ECM equipment and systems in the event of emergencies
- d. Control system hardware/software
- f. On-going performance of ECMs

The intent for training is the following:

- a. All users associated with operations and or maintenance to understand the operating parameters associated with equipment and systems installed within this PROJECT.
- b. Provide valuable information to O&M providers for purpose of troubleshooting and root cause analysis.
- c. Utilize the SCADA to accomplish the operating parameters that aid in daily job functions and the goals of the PROJECT.
- d. Continuous training by Owner and ESCO personnel will ensure that through transition of personnel this technology will be available to the Customer when needed or required.

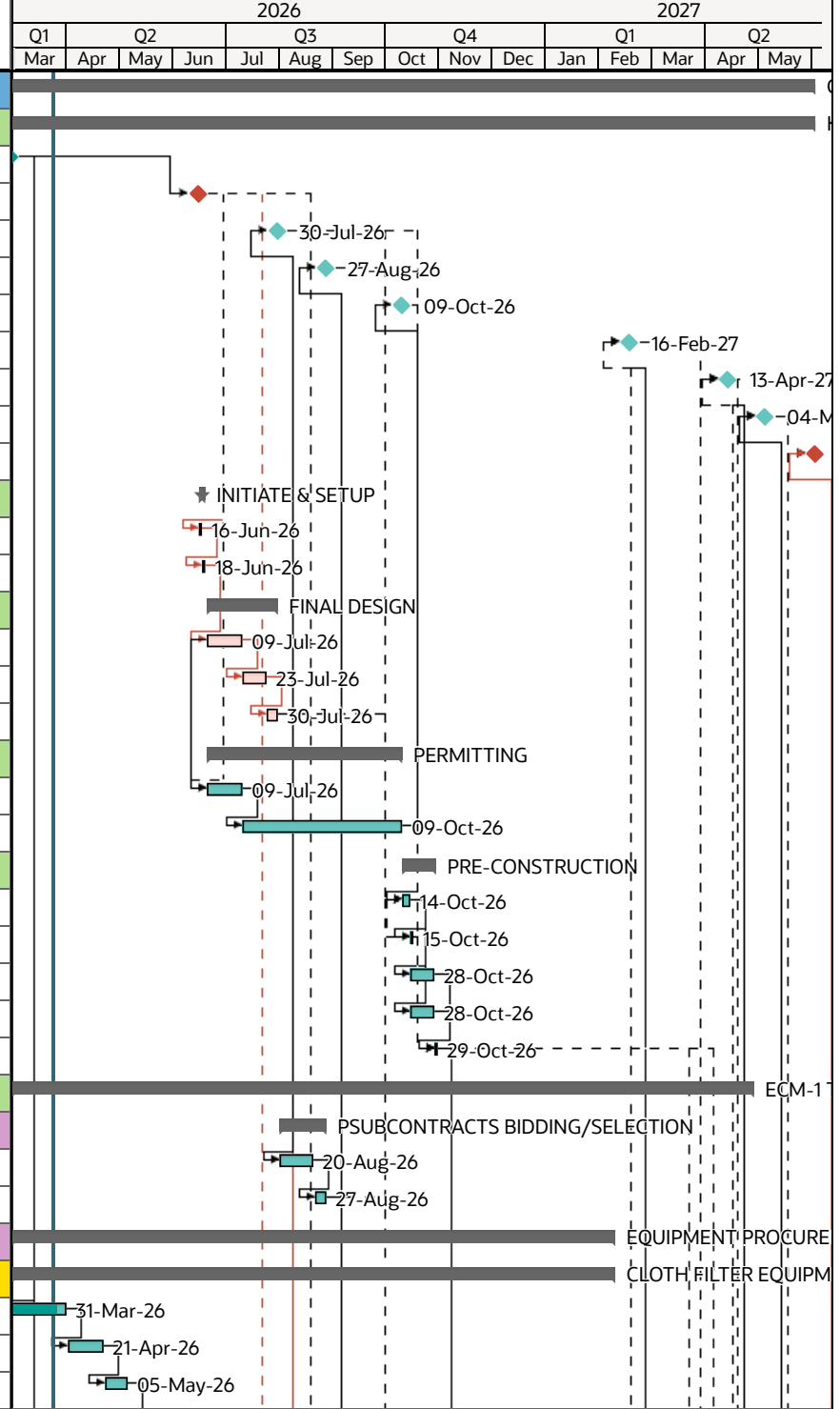
## Attachment II – Project Implementation Supporting Detail

### II.1 Detailed Project Schedule & Supporting Docs

See below for a list of the attached reference documents that support Schedule B - Project Implementation:

Document No	Document Name	Revision
NA	Draft Construction Project Schedule	
SESPS-WBS-01	Construction Work Breakdown Structure – ECM 1	B
SESPS-WBS-02	Construction Work Breakdown Structure – ECM 4	B
NA	Inspection, Testing, Commissioning, Acceptance & Turnover Plan - TEMPLATE	
NA	MOP Specification and Forms - TEMPLATE	

ID	Name	Remaining Duration	Start	Finish	Activity Percent Complete	Total Float	2026												2027				
							Q1			Q2			Q3			Q4			Q1		Q2		
							Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
<b>CITY OF KAUFMAN</b>							303																
<b>KEY MILESTONES</b>							244																
CK-GN-1000	Early Procurement NTP for Submittal Prep	0	26-Feb-26	A	100.00%	0																	
CK-GN-1001	Project Start/ NTP/ Contract Award	0	15-Jun-26	C	0.00%	0																	
CK-GN-1005	Engineering Design Complete	0			0.00%	82																	
CK-GN-1010	Subcontract Issuance Complete	0			0.00%	62																	
CK-GN-1015	Permit & Approval Complete	0			0.00%	45																	
CK-GN-1020	Procurement Complete	0			0.00%	75																	
CK-GN-1025	Construction Complete	0			0.00%	35																	
CK-GN-1030	Startup & Commissioning Complete	0			0.00%	20																	
CK-GN-1035	Final Closeout Complete	0			0.00%	0																	
<b>INITIATE &amp; SETUP</b>							4																
CK-IS-1055	Customer Kickoff Meeting ( For Detailed Design)	2	15-Jun-26		0.00%	0																	
CK-IS-1045	Internal/ Sales Release Meeting ( For Detailed Design)	2	17-Jun-26		0.00%	0																	
<b>FINAL DESIGN</b>							30																
CK-EN-2060	Final Design_ EOR Prep & Issue 90% Design (IFC Set)/ Specs	15	19-Jun-26		0.00%	0																	
CK-EN-2075	Final Design_ SE/Client Review of 90% Design and Comments	10	10-Jul-26		0.00%	0																	
CK-EN-2080	Final Design_ EOR Incorporates Comments & Issue 100% (AFC Set)	5	24-Jul-26		0.00%	0																	
<b>PERMITTING</b>							80																
CK-EN-2065	Permit_ Compile and Submit Application for Review	15	19-Jun-26		0.00%	33																	
CK-EN-2070	Permit_ Review and Approval	65	10-Jul-26		0.00%	33																	
<b>PRE-CONSTRUCTION</b>							13																
CK-CM-4000	Pre-Construction_ Subcontractor Notice to Proceed (NTP) with Construction	2	09-Oct-26		0.00%	33																	
CK-CM-4005	Pre-Construction_ Construction kickoff Meeting with Owner/ City Personnel	1	14-Oct-26		0.00%	42																	
CK-CM-4010	Pre-Construction_ Environmental & Safety Plan Deployment	10	14-Oct-26		0.00%	33																	
CK-CM-4020	Pre-Construction_ Temp Facilities Mobilization (Trailers, Dumpsters, Sanitary Facilities, Fencing)	10	14-Oct-26		0.00%	33																	
CK-CM-4030	Pre-Construction_ Construction Start	1	28-Oct-26		0.00%	33																	
<b>ECM-1 TERTIARY FILTRATION REPLACEMENT</b>							278																
<b>PSUBCONTRACTS BIDDING/SELECTION</b>							20																
CK-PR-3045	ECM-1_ Subcontract_ Tertiary Filter_ Bid Review/ Verification & Selection	15	31-Jul-26		0.00%	25																	
CK-PR-3050	ECM-1_ Subcontract_ Tertiary Filter_ Issue Contract	5	21-Aug-26		0.00%	25																	
<b>EQUIPMENT PROCUREMENT</b>							223																
<b>CLOTH FILTER EQUIPMENT</b>							223																
CK-PR-3055	ECM-1_ Cloth Filter_ Prep & Submit Vendor Package	6	27-Feb-26	A	0.00%	96																	
CK-PR-3060	ECM-1_ Cloth Filter_ Review & Comments	15	01-Apr-26		0.00%	96																	
CK-PR-3065	ECM-1_ Cloth Filter_ Incorporate Comments & Re-Issue	10	22-Apr-26		0.00%	96																	



<span style="color: lightblue;">■</span> Current	<span style="color: blue;">■</span> Original Baseline
<span style="color: darkblue;">■</span> Progress	<span style="color: blue;">◆</span> Milestones
<span style="color: red;">■</span> Critical	<span style="border-bottom: 2px solid black; width: 20px; display: inline-block;"></span> Summary

Date	Revision	Checked	Approved
25-Mar-26	Status Date: 24-Mar-26	SE Project Manager	Project Manager





**SCHNEIDER ELECTRIC ENERGY SERVICES PROJECT**  
**for**  
**CITY OF KAUFMAN, TX**  
**Wastewater Treatment Plant Improvements - Phase I**

<b>REV</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>BY</b>	<b>CHK</b>	<b>APP</b>
B	11/20/2025	Mid-Term IGA - ISSUED FOR INITIAL COST ESTIMATE	KR	JJ	TH/JC
B1	2/2/2026	Mid-Term IGA - ISSUED TO CLIENT	MH	JKJ	TH
<b>Project No.</b>		<b>Document Title</b>	<b>Document No.</b>	<b>Rev</b>	
<b>PC24P0018</b>		<b>WORK BREAKDOWN STRUCTURE</b> ECM-1 Plant Process Tertiary Filtration Replacement	<b>SESPS-WBS-01</b>	<b>B1</b>	

**LEGEND**

- CWP** Construction Work Package
- PWP** Procurement Work Package
- EWP** Engineering Work Package

ECM-1 Filtration Replacement



Work Package	WBS Level 1	WBS Level 2	WBS Level 3/Activities	Level 4 Detailed Activities	Reference Documents
Work Package	Project Phase	Scope Type	Scope Item	Description (Summary of Activities/IWPs to Achieve Scope Item)	
<b>EWP-01</b> - Final Design EOR	Final Design	Engineering	Final Design Consolidation	Consolidate cloth filter vendor designs into final project design and review asbuilt drawings. Issue final design package for construction.	
			Environmental Permitting	Assure final design package complies with environmental regulations, submit required reports to regulators, and ensure closeout.	
<b>CWP-C01</b> - Civil-Mechanical Sub	Initiate & Setup	General Requirements	Mobilization	Establish site access, mobilize equipment, set up safety protocols.	
			Permits	Obtain necessary construction permits for field work, incl TCEQ.	
			Laydown	Coordinate laydown/staging areas w/ TCEQ	
	Final Design			Review final design from Engineer of Record for installation alignment.	
	Procurement	Procure Materials	Supply Mechanical Materials	Procure cloth filter equipment and associated materials related to installation and tie ins to existing infrastructure.	
				Procure weirs and associated materials related to installation and tie ins to existing infrastructure of the CCB and CCCB.	
		Rent Equipment	Temporary Pumping	Provide and operate temporary pumping to bypass weirs in CCB and CCCB during construction	
	Field Construction	Temporary Bypass and Isolation (Note: Additive Alternate)	Plan and set process bypass for filter basin	Develop outage plan and approvals	
				Operate and maintain temporary filtration system	
				Install plugs, blinds and temporary hoses	
			Provide temporary pumping if required	Set flow monitors and alarms for bypassed stream	
				Maintain disinfection and sampling during bypass	
				Protect existing concrete and embedded items	
			Demolition of Traveling-Bridge Filter	Remove bridge, rails, drives, and undercarriage	
				Remove media, underdrains, launders, and appurtenances	Segregate recyclable metals and waste streams
				Dispose of debris and cap unused penetrations	Patch and seal abandoned openings
				Clean traveling bridge influent and effluent channel	Remove and dispose solids
			Manufacturer Dependent Tertiary Filter Concrete Basin Modifications (Note: Current scope is an estimate. Exact scope to be described in manufacturer proposals)	Concrete Notches and Embedments	Cut wall notches for influent control and filter frames Install dowels and embed plates Patch and finish concrete surfaces
				Basin Wall Installation	Install (2) new concrete wall within existing basin
	Filter anchor points	Prepare concrete for anchoring of new filtration equipment			
	Non Manufacture Dependent Tertiary Filter Concrete Basin Modifications	Install stainless influent weir plates and hardware	Layout and drill patterns		
			Sealant and gasket installation		
			Torque verification and leak checks		
			Provide adjustment range and locking features		
	Chlorine Contact Basin Modifications	Chlorine Contact Basins Modification	Remove existing weirs		
			Install new SS weirs in CCB according to drawings Patch and finish concrete surfaces		
		Combined Chlorine Contact Basin Modification	Remove existing weirs		
			partially demolished concrete wall supporting the combined CCB effluent weir Install the new weir in CCCB according to drawings Patch and finish concrete surfaces		
Receive, Store & Set Equipment	Install Cloth-Media Filter Equipment	Receive unload, and store cloth filter and related equipment according to manufacturer instructions			
		Place filter frames or disks			
		Install internal manifolds and drives			
		Align and mount per desing drawings / vendor instructions			
		Extend waste piping from backwash pumps to waste channel			
Field Quality Control	Piping Leak Test	Perform leak test on new piping to ensure integrity.			

**LEGEND**

- CWP** Construction Work Package
- PWP** Procurement Work Package
- EWP** Engineering Work Package



Work Package	WBS Level 1	WBS Level 2	WBS Level 3/Activities	Level 4 Detailed Activities	Reference Documents
Work Package	Project Phase	Scope Type	Scope Item	Description (Summary of Activities/IWPs to Achieve Scope Item)	
	Startup & Commissioning	Pre-Commissioning	Support Pre-Commissioning	Assist equipment vendor during cloth filtration system startup.	
		Integrated Systems Commissioning	ISC Support	Assist during ISC.	
	Closeout	Closeout	Performance Test	Perform performance test on cloth filtration system under all listed operating conditions in design documents to ensure the system meets design performance.	
CWP-E01 - Electrical Electrical Sub	Closeout	Closeout	Punchlist and documentation	Demobilize, clean up site, and submit as-built documentation (drawings, manuals, test reports, emergency shutdown plan).	
	Initiate & Setup	General Requirements	Mobilization	Establish site access, mobilize equipment, set up safety protocols.	
			Permits	Obtain necessary construction permits for field work.	
	Final Design	Design Review		Review final design for electrical scope alignment.	
	Submittals	Provide Submittals	Submittals	Provide submittals per specification and project requirements	
	Procurement	Supply Materials	Supply Electrical Materials	Provide Electrical Materials	
		Supply Spare Parts	Procure Spare Parts	Procure spare parts for MCC for long-term maintenance.	
	Field Construction	Demolition	Demolish existing Traveling Bridge Filter Control Panel	Remove existing control panel.	
		Receive, Store & Set Equipment	Install new Filter Control Panel(s) furnished by Manufacturer	New Filter Control Panel(s) installed in same location as existing Traveling Bridge Filter Control Panel	
		Interconnections & Tie Points	Filter Control Panel Power Wiring & Raceways	Test existing power wiring. Reuse existing unless testing determines must be replaced	
			Filter Control Panel Loads & Automation Wiring & Raceways	From each filter control panel provide circuits for the following loads 1) Drive motor, 2) backwash pump, 3) Instrumentation	
	Field Quality Control	Electrical Continuity and Insulation Testing	Perform continuity and insulation testing on power and control wiring.		
	Startup & Commissioning	Pre-Commissioning	Support Pre-Commissioning	Test electrical systems and support SCADA integration and equipment start-up	
Integrated Systems Commissioning		ISC Support	Test electrical systems and support SCADA integration and equipment start-up		
Closeout	Closeout	Punchlist and documentation	Demobilize, clean up site, and submit as-built documentation (drawings, manuals, test reports).		
PWP-01 - Cloth Filter Equipment	Submittals	Provide Submittals	Submittals	Provide submittals per specification and project requirements	
	Procurement	Supply Equipment	Procure Filters & Controls	Procure replacement filters, MCP, instruments and controllers; coordinate delivery to site and confirm receipt by Sub-Contractor.	
		Factory Acceptance Testing	FAT for Filters and Controls	Conduct FAT for filters and filtration controls to verify performance and compatibility (with SCADA integrator present).	
		Supply Spare Parts	Procure Spare Parts	Procure spare parts for filters for at least 2 years maintenance.	
	Final Design	Integration Design	Filter Control Design	Design controls for new filters, provide engineering drawings, and emergency shutdown.	
	Startup & Commissioning	Pre-Commissioning	On-Site Startup	Perform on-site startup services for filters and filtration controls.	
Integrated Systems Commissioning		Training	Train plant operators on new filters and filtration controls and keep the records.		

**SCHNEIDER ELECTRIC ENERGY SERVICES PROJECT**  
**for**  
**CITY OF KAUFMAN, TX**  
**Wastewater Treatment Plant Improvements - Phase I**

<b>REV</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>BY</b>	<b>CHK</b>	<b>APP</b>
B	11/20/2025	Mid-Term IGA - ISSUED FOR INITIAL COST ESTIMATE	KR	JJ	TH/JC
B1	1/20/2026	Mid-Term IGA - REVISED AND REISSUED FOR ESTIMATE	MH	JC	TH
B2	2/2/2026	Mid-Term IGA - ISSUED TO CLIENT	MH	JKJ	TH
<b>Project No.</b>		<b>Document Title</b>	<b>Document No.</b>	<b>Rev</b>	
<b>PC24P0018</b>		<b>WORK BREAKDOWN STRUCTURE ECM-4 Non-Potable Plant Water</b>	<b>SESPS-WBS-02</b>	<b>B2</b>	

**LEGEND**

- CWP** Construction Work Package
- PWP** Procurement Work Package
- EWP** Engineering Work Package



Work Package	WBS Level 1	WBS Level 2	WBS Level 3/Activities	Level 4 Detailed Activities	Reference Documents	
Work Package	Project Phase	Scope Type	Scope Item	Description (Summary of Activities/IWPs to Achieve Scope Item)	Reference Documents	
<b>EWP-04 - Final Design EOR</b>	Final Design	Engineering	Final Design Consolidation	Consolidate pressure control vendor designs into final project design.		
			Environmental Permitting	Issue final design package for construction.		
<b>CWP-C04 - Civil-Mechanical Sub</b>	Initiate & Setup	General Requirements	Mobilization	Establish site access, mobilize equipment, set up safety protocols.		
			Laydown	Coordinate laydown/staging areas		
	Final Design	Issued For Construction Docs	Design Review	Review final design from Engineer of Record for constructability.		
	Procurement	Supply Mechanical Equipment & Materials		Procure bladder tank equipment and associated materials related to installation and tie ins to existing pumps.		
	Field Construction	Demolition	None	None	Not applicable	
			Temporary Systems	Non Potable Plant Water (NPPW) Basin	Coordinate with Schneider Electric shutdown(s), including redirecting flow from upstream sources and emptying basin for modifications	
				PW Interconnect	Coordinate with Schneider Electric to provide temporary BFP/RPZ and connect PW to Plant Water system for MOPO	
				In-plant service water system	Coordinate with Schneider Electric, shutdown(s) required to tie-in new bladder tank	
			Concrete & Structures	Bladder Tank Equipment Pad	Prepared ground and build a concrete pad for new bladder tanks	
			Site Work - Not Potable Water Basin	Abandon Influent Pipe	Abandon in place existing 12" influent pie and associated sluice gate, including blocking the existing piping	
				Redirect Influent Pipe	Redirect the 8" influent pipe to the new location and have the pipe penetration at the new location according to engineering drawing	
				Install Float Valve	Install 8" float operated modulating valve to the new location in splitter box according to engineering drawings	
					Sealant and gasket installation	
			Receive, Store & Set Equipment	Install Bladder Tank and equipment	Torque verification and leak checks	
	Provide adjustment range					
	Install TWO bladder tanks					
	Field Quality Control	Piping Leak Test	Install piping, valves and related pressure switches			
			Install heat trace and isolation			
	Startup & Commissioning	Pre-Commissioning	Tie into plant water pump piping			
			Support	Perform leak test on new piping to ensure integrity		
Startup & Commissioning	Integrated Systems Commissioning	Support	Provide startup of bladder tank			
		Support	Assist Schneider Electric and client w/ optimizing setpoint(s) of bladder tank pressure switch.			
Closeout	Closeout	Punchlist and documentation	Demobilize, clean up site, and submit as-built documentation (drawings, manuals, test reports).			

**LEGEND**

- CWP** Construction Work Package
- PWP** Procurement Work Package
- EWP** Engineering Work Package

ECM-4 Non Potable Plant Water

Life Is On



Work Package	WBS Level 1	WBS Level 2	WBS Level 3/Activities	Level 4 Detailed Activities	Reference Documents	
Work Package	Project Phase	Scope Type	Scope Item	Description (Summary of Activities/IWPs to Achieve Scope Item)	Reference Documents	
CWP-E04 - Electrical	Initiate & Setup	General Requirements	Mobilization	Establish site access, mobilize equipment, set up safety protocols.		
			Laydown	Coordinate laydown/staging areas		
	Final Design	Issued For Construction Docs	Design Review	Review final design from Engineer of Record for constructability.		
	Procurement		Supply Equipment	None	Not applicable	
			Supply Materials	All	Provide all required to implement scope of work	
			Supply Spare Parts	None	Not applicable	
			Factory Acceptance Testing	None	Not applicable	
	Field Construction		Demolition	None	Not applicable	
			Temporary Systems	In-plant service water system	Coordinate with Schneider Electric shutdown(s) to provide/modify wiring between the existing start/stop PB station and the new bladder tank pressure switch.	PC24P0018-SESPS-DB-02 EBD ECM4
				High pressure plant water system	Same as above	
			Site Work	None	Not applicable	
			Concrete & Structures	None	Not applicable	
			Receive, Store & Set Equipment	None	Not applicable	
			Interconnections & Tie Points	Control wiring	Provide/modify control wiring from (2) new pressure switch to the ex. starters and Start/Stop PB Station	PC24P0018-SESPS-DB-02 EBD ECM4
				Heat Trace Power wiring	Connect new heat trace into existing heat trace circuit at neareset junction box	
	Field Quality Control	None	Not applicable			
	Startup & Commissioning	Pre-Commissioning	Support	Provide startup of pressure switches		
Integrated Systems Commissioning			Support	Assist Schneider Electric and client w/ optimizing setpoint(s) of pressure switches.		
Closeout	Closeout	Punchlist and documentation	Demobilize, clean up site, and submit as-built documentation (drawings, manuals, test reports).			

## SECTION SE # TBD

### WORK RESTRICTIONS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. This section establishes the requirements for scheduling all Work impacted by existing site and facility conditions, including work restrictions and the coordination necessary between construction activities and ongoing plant operations.

##### 1.02 GENERAL CONSTRAINTS ON WORK AND SCHEDULING OF WORK

- A. Wastewater project:
  - 1. (e.g.) *The Sample Treatment Plant is the City of Sample's only means of treating domestic and industrial wastewater for the designated service area prior to discharging to the Sample River. Impairing the operational capabilities of this treatment plant will result in serious environmental damage and monetary fines.*
  - 2. Conduct Work in a manner that will not impair the operational capabilities of essential elements of the treatment process or reduce the capacity of the entire treatment plant below levels sufficient to treat the quality of raw wastewater to the water quality limitations specified in the discharge permit.
  - 3. Conduct commissioning activities as specified in Section 019100.00 - Commissioning in a manner that will not impair the operational capabilities of essential elements of the treatment process or reduce the capacity of the entire treatment plant below levels sufficient to treat the quality of raw wastewater to the water quality limitations specified in the discharge permit.
  - 4. The status of the treatment plant shall be defined as "operational" when it is capable of treating the entire quantity of wastewater received to the water quality limits specified in the discharge permit.

##### 1.03 SHUTDOWN AND CONSTRUCTION CONSTRAINTS

- A. General shutdown constraints:
  - 1. Execute the Work while the existing facility is in operation.
  - 2. Some activities may be accomplished without a shutdown.

3. Apply to activities of construction regardless of process or work area.
  4. Activities that disrupt plant or utilities operations must comply with these shutdown constraints.
  5. Organize work to be completed in a minimum number of shutdowns.
  6. Provide thorough advanced planning, including having required equipment, materials, and labor on hand at the time of shutdown.
  7. Where required to minimize treatment process interruptions while complying with specified constraints, provide temporary pumping, power, lighting, controls, instrumentation, and safety devices.
  8. Final determination of the permitting of shutdowns will be the sole judgment of the Owner/ESCO.
  9. Owner/ESCO maintains the ability to abort on the day of the scheduled shutdown. General maximum plant flow work limitations:
  10. Activities that disrupt plant operations are prohibited during the following flow conditions, unless otherwise approved in writing by the Owner/ESCO and or Engineer:
    - B. Flow condition: Maximum.
    - C. Unit process availability work limitations:
      1. Shutdowns and tie-ins or other activities that disrupt plant operations are prohibited unless the following unit process availability conditions exist and unless otherwise approved in writing by the Owner/ESCO, and Engineer:
        - a. Refer to (e.g.) *ECM 1 shutdown utility tie-in matrix in Drawings if provided.*
        - b. Refer to (e.g.) *ECM 2 (etc) shutdown utility tie-in matrix in Drawings if provided.*
      2. At a minimum, the following facilities must be in service in order to proceed with a scheduled shutdown:
        - a. (e.g.) *Facility or Utility 1*
- E. Shutdown activities:
  1. Scheduling:
    - a. Perform between the hours as approved by Owner/ESCO.

2. Unplanned shutdowns due to emergencies are not defined in this Section. Contactor shall contact ESCO immediately to facilitate an action plan with all affected parties.
- F. Process area construction constraints:
1. The following constraints shall be observed while working in and around each of the following process areas:
    - a. (e.g.) *Digesters 1 and 3 need to be operational to take Digester 5 off-line.*
    - b. Material hauling operations:
      - 1) Contractor shall comply with restrictions regarding Contractor's use of site and premises as specified in Buyer Solicitation for Proposal (SFP).
      - 2) (e.g.) Contractor shall incorporate requirements as stipulated (in notes, details) included in the project drawings.

#### **1.04 METHOD OF PROCEDURE (MOP)**

- A. Comply with MOP Instructions as specified in Attachment A - Method of Procedure (MOP).
- B. Prepare MOP for the following conditions:
  1. Shutdowns, diversions, and tie-ins to the existing facility.
  2. Process start-up activities.
  3. Power interruption and tie-ins.
  4. Switch over between temporary and permanent facilities, equipment, piping, and electrical and instrumentation systems.
  5. Process constraints requiring interruption of operating processes or utilities.
- C. Other Work not specifically listed may require MOPs as determined necessary by the Contractor, Owner, ESCO, or Engineer.
- D. No consideration will be given to claims of additional time and cost associated to preparing MOPs required by the Owner and Engineer to complete this work in a manner that facilitates proper operation of the facility and compliance with effluent discharge criteria.
- E. Where required to minimize treatment process interruptions while complying with

specified constraints, provide temporary pumping, power, lighting, controls, instrumentation, and safety devices.

F. Submittals:

1. Submit Baseline Schedule, as specified.
2. Submit MOP Log at construction progress meetings.
3. Submit the following for each shutdown:
  - a. Attachment B - Method of Procedure (MOP) Form.
  - b. Attachment C - Readiness Checklist.
  - c. Attachment D - Safety Checklist.
  - d. Attachment E - Method of Procedure (MOP) Log.

**1.05 COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT**

- A. *(e.g.) The existing facility is operating under the terms of a National Pollutant Discharge Elimination System permit issued by the State Department of Natural Resources. This permit specifies the water quality limits that the plant must meet prior to discharge of effluent. A copy of the existing permit is on file for review at the City of Sample offices.*
- B. Perform work in a manner that will not prevent the existing facility from achieving the finished water quality requirements established by regulations.
- C. Bear the cost of penalties imposed on the Owner for discharge violations caused by actions of the Contractor.

**1.06 REQUIREMENTS FOR OPERATION OF PLANT AND MAINTAINING CONTINUOUS OPERATION OF EXISTING FACILITIES**

- A. Facilities or conditions required to keep the existing plant operational include, but are not limited to, the following:
  1. Electrical power, including transformers, distribution wiring, and motor control centers.
  2. Pumping and piping for conveyance of wastewater, chemicals, and utilities between treatment units and pump stations.
  3. Influent Screening and Grit Removal.

4. Primary clarifiers including sludge and scum pumping.
  5. Aeration basins including diffused aeration system.
  6. Final clarifiers including sludge and scum pumping.
  7. UV Disinfection.
  8. Anaerobic Digestion.
  9. Biosolids Dewatering and Drying.
  10. Digester gas handling.
  11. Laboratory facilities.
  12. Office, toilets, and washrooms.
  13. Fencing and gates.
  14. Lighting.
  15. Heating, ventilation, and air conditioning.
  16. Instrumentation, meters, controls, and telemetry equipment.
  17. Safety equipment and features.
  18. Parking for City employees and vehicles required for operation and maintenance of the treatment facilities.
  19. Telephone system.
  20. Storm drainage.
  21. Natural gas service.
  22. Potable water service.
- B. Conduct the Work and provide temporary facilities required to keep the existing plant continuously operational.
- C. Do not remove or demolish existing facilities required to keep the existing plant operational at the capacities specified until the existing facilities are replaced by temporary, new, or upgraded facilities or equipment:
1. Test replacement facilities to demonstrate operational success prior to removing or demolishing existing facilities.

## **1.07 OPERATIONS AND MAINTENANCE ACCESS**

- A. Provide safe, continuous access to process control equipment for plant operations personnel.
- B. Provide access on 1-hour advance notice to process control equipment for plant maintenance personnel and associated maintenance equipment.

## **1.08 UTILITIES**

- A. Provide advance notice to and utilize services of (e.g.) *STATE ONE CALL SYSTEM, INC.* for location and marking of underground utilities operated by utility agencies other than the Owner.
- B. Maintain electrical, telephone, water, gas, sanitary facilities, and other utilities within existing facilities in service. Provide temporary utilities when necessary.
- C. New yard utilities were designed using existing facility drawings:
  - 1. Field verification of utilities locations was not performed during design. (*Verify*)
  - 2. Services crossed or located nearby by new yard utilities may require relocation and possible shutdowns.
  - 3. Pipe alignments as generally indicated on the Drawings. (*Verify*)

## **PART 2 PRODUCTS**

**(NOT USED)**

## **PART 3 EXECUTION**

**(NOT USED)**

END OF SECTION

# ATTACHMENT A - METHOD OF PROCEDURE (MOP)

## Instructions and Forms

### Definition and Purpose

“Method of Procedure” (MOP) is a detailed document submitted by the Contractor to request process shutdown(s), utility tie-in(s), work in areas that may risk unanticipated outages, or flow diversions to accommodate site construction activities during a project. Such activities may include (but are not limited to) new tie-ins to utilities or structures, mechanical modifications to process piping or equipment, demolition, bulkhead installation, and cleaning processes.

The MOP provides a detailed plan to the Owner, ESCO, and or Engineer that describes specific aspects of the work, including purpose, time of execution, and anticipated impacts on treatment processes. The MOP also includes contingency measures and provisions for rapid closure in the event that shutdown or work progress difficulties are encountered. Information from relevant trades associated with the requested shutdown, diversion, or tie-in is also included.

The Owner should use the information within the MOP to define operational procedures and methods to safely and successfully assist the Contractor.

### MOP Process Summary

WHO	STEP	TIMING
Contractor	Identify MOPs needed on MOP Log and Baseline Schedule.	No later than 7 days prior to Preconstruction Scheduling Meeting
Contractor, Owner, Engineer	2. Pre-MOP Meeting.	More than 28 days prior to work
Contractor	3. Submits MOP.	No later than 28 days prior to work
Owner, ESCO	4. Reviews MOP.	
Owner, ESCO	5. MOP finalized.	No later than 7 days prior to work
Contractor	6. Complete Readiness Checklist.	No later than 5 days prior to work

Contractor	7. Complete Safety Checklist.	Immediately prior to commencing work
Contractor	8. Complete Work.	
Contractor	Update MOP Log and Progress Schedules.	(Monthly) Due the first week of the month for the previous month.

## **MOP Process Detail**

### STEP 1. Identifies MOPs needed on MOP Log and Baseline Schedule.

Contractor submits a preliminary list of anticipated project MOPs on the MOP Log. MOPs identified, but not limited to, those shutdowns, diversions, or tie-ins described in the Contract Documents. Incorporate MOPs as tasks in the Baseline Schedule. Date scheduled MOPs to coincide with the appropriate construction activities.

### STEP 2. Pre-MOP Meeting.

Contractor requests a Pre-MOP Meeting with the Owner and or ESCO, Engineer to discuss the nature of the shutdown, diversion, or tie-in, and to gather the information necessary to complete the MOP

Form. The pre-MOP meeting may be waived by the Owner, ESCO, or Engineer if the work is deemed to be minor.

### STEP 3. Submits MOP.

Contractor completes the MOP Form and submits it as a combined PDF for approval to the Owner's Project

Manager (OPM). Within the Project management operating systems via the submittal process.

### STEP 4. Reviews MOP

OPM distributes the MOP form for review by the Owner's Construction Coordinator, O&M Representative, and Engineer's Project Representative. Review MOP Form for completeness, accuracy, compliance with both the construction schedule, constraints defined in contract documents, and to ensure that the requested work does not negatively impact plant operations or other concurrent project activities. Additional information may be requested to better understand the nature of and method for completing the Work.

### STEP 5. MOP finalized.

Once the MOP is agreed upon by all parties, it will be finalized within the project management operating systems through the Submittal process. Copies are to be distributed to the owner, the Engineer, ESCO, and Contactor.

STEP 6. Complete Readiness Checklist. Contractor verifies everything is ready for the work.

STEP 7. Complete Safety Checklist. Contractor ensures safety.

STEP 8. Complete work. Contractor completes work.

STEP 9. Update MOP Log and Progress Schedules.

Contractor updates the MOP Log weekly and distributes it at the regularly scheduled construction progress meetings.

## ATTACHMENT B - METHOD OF PROCEDURE (MOP) FORM

Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Contractors: \_\_\_\_\_

Project No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Submittal No.: \_\_\_\_\_

Submittal Title: \_\_\_\_\_

Spec/Dwg. Reference: \_\_\_\_\_

MOP #	Task Title <i>(Provide &lt; 10 word title):</i>	Submittal Date: <i>(No later than 28 days prior to work)</i>	
SCHEDULE OF WORK ACTIVITY START: <i>(Date/Time)</i>		END: <i>(Date/Time)</i>	
REQUESTOR:			
PRIMARY POINT OF CONTACT:		PHONE/PAGER:	
SECONDARY POINT OF CONTACT:		PHONE/PAGER:	
NOTIFY	<input type="checkbox"/>	Control Room, Phone	<input type="checkbox"/>
			Security, Phone
BUILDING:		LOCATION OF WORK FLOOR/LEVEL:	
DESCRIPTION OF WORK: <i>(Provide sufficient details on process isolation, work sequencing, and safety (i.e., control of significant hazards unique to the work) to demonstrate an understanding of the work and how it will be completed within the constraints, and its impact on the processes and facility.)</i>			
Task Summary: _____			
Processes _____			
Affected: _____			
Trades Affected: _____			

WORK PLAN:

Work Sequencing: \_\_\_\_\_

Process Isolation: \_\_\_\_\_

Spill Prevention

Plan: \_

Contingency Plans:

\_\_\_\_\_

CRITICAL EQUIPMENT/TOOLS: *(pumps and discharge hoses with correct fittings, blind flanges and pipe plugs, no-hub fittings, properly sized electrical service components, generators, portable lighting, chlorine for potable water pipe breaks, etc.)*

<input type="checkbox"/>	Acoustic Ceiling/or Walls Access	<input type="checkbox"/>	Excavation Permit	<input type="checkbox"/>	Lock Out/Tag Out
<input type="checkbox"/>	Chemical Use Approval	<input type="checkbox"/>	Fire Sprinkler Impairment	<input type="checkbox"/>	Life Safety Systems
<input type="checkbox"/>	Confined Space Permit	<input type="checkbox"/>	Flammable Materials	<input type="checkbox"/>	Roof Protocol
<input type="checkbox"/>	Critical Lift Plan	<input type="checkbox"/>	Flush / Discharge	<input type="checkbox"/>	Work After Dark
	Energized Electrical Work		High Pressure Test		
	Elect. Panel Schedules		Hot Work/Open Flame		

EXISTING SERVICE(S) AT RISK:

<input type="checkbox"/>	Breathing Air	<input type="checkbox"/>	Elect Normal	<input type="checkbox"/>	Process Access	<input type="checkbox"/>	Telephones
	Chemical Distribution		Fire Protection		Safety Showers		UPS
<input type="checkbox"/>	City Water	<input type="checkbox"/>	HVAC	<input type="checkbox"/>	SCADA	<input type="checkbox"/>	VAX/DATA
<input type="checkbox"/>	Communication	<input type="checkbox"/>	Inert Gas	<input type="checkbox"/>	Security	<input type="checkbox"/>	
	Domestic Drain		Instrument - Air		Solvent Drain		
	Elect-Bus Duct		Life Safety System		Specialty Gases		

<input type="checkbox"/>	Elect Emergency	<input type="checkbox"/>	Natural Gas	<input type="checkbox"/>	Storm Drain	<input type="checkbox"/>	
REVIEWER'S INSTRUCTIONS / COMMENTS:							
_____							
<input type="checkbox"/>	PREJOB BRIEFING MUST BE COMPLETED PRIOR TO COMMENCING WORK:						
	<b>Full Name (printed)</b>	<b>Signature</b>	<b>Phone</b>	<b>Date</b>			
Submitted By							
System Owner							
Reviewer (if needed)							
Reviewer (if needed)							
Reviewer (if needed)							
Reviewer (if needed)							

**Note:** Contractor's shall submit this acknowledgement with a "submitted by" signature. Along with all other required documentation through the project management software submittal process.

## ATTACHMENT C – READINESS CHECKLIST

(5 days prior to work)

Checklist provided as a guide, but is not all inclusive.

1. Confirm all parts and materials are on site: \_\_\_\_\_  
\_\_\_\_\_
2. Review work plan: \_\_\_\_\_  
\_\_\_\_\_
3. Review contingency plan: \_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT D - SAFETY CHECKLIST

(Just prior to commencing work)

Checklist provided as a guide, but is not all inclusive.

1. Location awareness:
  - a. Emergency exits: \_\_\_\_\_
  - b. Emergency shower and eyewash: \_\_\_\_\_
  - c. Telephones and phone numbers: \_\_\_\_\_
  - d. Shut-off valve: \_\_\_\_\_
  - e. Electrical disconnects: \_\_\_\_\_
2. Inspect work area:
  - a. Take time to survey the area you are working in. Ensure that what you want to do will work. Do you have enough clearance? Is your footing secure? Do you have adequate lighting and ventilation? Are surrounding utilities out of the way for you to perform your work?
3. SDS (Safety Data Sheets):
  - a. Understand the chemicals and substances in the area you are working in by reading the SDS.
4. Lockout/Tagout Procedure:
  - a. Lockout/tagout energy sources before beginning work.
  - b. Make sure all valves associated with the work are locked out and tagged out on each side of the penetration.
  - c. Make sure the lines are depressurized.
5. Overhead work:
  - a. Use appropriate personal protective equipment; i.e., safety harness, lifeline, etc.
  - b. Select appropriate tie-off points; i.e., structurally adequate, not a pipe or conduit, etc.
  - c. Spotter assigned and in position.
  - d. Pipe rack access; i.e., check design capacity, protective decking or scaffolding in place, exposed valves or electrical switches identified and protected.

6. Safety equipment:
  - a. Shepherd's hook.
  - b. ARC flash protection.
  - c. Fire extinguisher.
  - d. Other: \_\_\_\_\_.
7. Accidents:
  - a. Should accidents occur, do not shut off and do not attempt to correct the situation, unless you are absolutely positive that your action will correct the problem and not adversely affect other people or equipment.
8. Review process start-up documents:
  - a. In the event the system is shut down, the Control Center should have a working knowledge of the process start-up procedures in order to deal effectively with unforeseen events.
9. Evacuation procedures:
  - a. Do not obstruct evacuation routes.
  - b. Take time to survey the area for evacuation routes.

## ATTACHMENT E – METHOD OF PROCEDURE (MOP) LOG

### *Sample*

Note: The template is in the contractor's shared folder within SharePoint

<b>MOP Number</b>	<b>Task Title</b>	<b>Date Requested</b>	<b>Date Approved</b>	<b>Date Work Planned</b>	<b>Work Completed (yes/no)</b>
001					
002					
003					

# Inspection Testing Commissioning Acceptance and Turnover Plan

DOCUMENT NUMBER	
PROJECT NUMBER	
PROJECT NAME	
CUSTOMER	
CUSTOMER PROJECT NUMBER	

## Revision History

Rev.#	Issued For	Rev. Date	Created By	Approver

## TABLE OF CONTENTS

<b>1. Introduction.....</b>	<b>4</b>
<b>2. Reference Documents.....</b>	<b>4</b>
<b>3. Definitions .....</b>	<b>4</b>
3.1 Acronyms.....	4
3.2 Definitions.....	5
<b>4. Execution Strategy .....</b>	<b>6</b>
4.1 Strategy .....	6
4.2 Bidding.....	6
4.3 Manufacturing / FAT .....	6
4.4 Construction .....	7
4.5 Pre-Commissioning or Package Commissioning (a.k.a. Installation and/or Functional Testing) .....	7
4.6 Integrated Systems Commissioning (a.k.a. Performance Verification Testing).....	7
4.7 Closeout and Final Acceptance.....	7
<b>5. Commissioning Scope, Phasing &amp; Sequencing .....</b>	<b>7</b>
5.1 Overview.....	7
5.2 Roles, Responsibilities & Governance .....	7
5.3 Project Phasing & Sequencing.....	8
<b>6. Documentation Strategy .....</b>	<b>8</b>
6.1 Locations in ProCore .....	8
6.1.1 Roles, Responsibilities & Governance.....	8
6.2 Inspection and Test Plans .....	8
6.2.1 Overview .....	8
6.2.2 Roles, Responsibilities & Governance.....	8
6.3 Commissioning Data Repository.....	9
6.3.1 Overview .....	9
6.3.2 Roles, Responsibilities & Governance.....	9
6.4 Punchlist.....	10
6.4.1 Overview .....	10
6.4.2 Roles, Responsibilities & Governance.....	11

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

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6.5	Notices of Completion .....	14
6.5.1	Overview .....	14
6.5.2	Roles, Responsibilities & Governance.....	15
<b>7.</b>	<b>Communications Strategy .....</b>	<b>16</b>
7.1	Schneider Electric .....	16
7.1.1	Overview .....	16
7.1.2	Ad Hoc Communications .....	17
7.1.3	Cx Kickoff Meeting .....	17
7.1.4	Cx Coordination Meetings .....	17
7.2	Client .....	18
7.2.1	Overview .....	18
7.2.2	Ad Hoc Communications .....	18
7.2.3	Cx Coordination Meetings .....	18
7.2.4	Inspection and Test Plan Execution Coordination Meetings .....	19
7.3	Vendors for equipment Direct Purchased by Schneider Electric .....	19
7.3.1	Overview .....	19
7.3.2	Ad Hoc Communications .....	20
7.3.3	Cx Coordination Meetings .....	20
7.3.4	Inspection and Test Plan Execution Coordination Meetings .....	20
7.4	Schneider Electric subcontractors.....	20
7.4.1	Overview .....	20
7.4.2	Ad Hoc Communications .....	21
7.4.3	Cx Coordination Meetings .....	21
7.4.4	Inspection and Test Plan Execution Coordination Meetings .....	21
7.5	Authorities Having Jurisdiction .....	21
7.5.1	Overview .....	21
7.5.2	Ad Hoc Communications .....	22
7.5.3	Cx Coordination Meetings .....	22
7.5.4	Inspection and Test Plan Execution Coordination Meetings .....	22
<b>8.</b>	<b>Appendix A – Template ITP .....</b>	<b>23</b>
<b>9.</b>	<b>Appendix B – Template Notices of Completion.....</b>	<b>24</b>

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

## 1. Introduction

The document outlines the requirements and procedures for the definition and execution of the inspection, testing and commissioning in order to facilitate the turnover to the owner and the owner's acceptance.

This is accomplished through the following key strategies:

- Inspections and testing are performed as high up in the value chain as possible while meeting the project requirements. This reduces the amount of onsite work decreasing both project risk and cost.
- Definition of responsibilities for testing and commissioning activities and deliverables.
- Definition of the requirements to achieve the following milestones. The specific requirements for each milestone are defined on the project Scope & Coordination Matrix.
  - Mobilization to Site (Approval of Inspection and Test Plans (ITPs))
  - Construction Completion
  - Mechanical Completion
  - Substantial Completion
  - Final Acceptance

## 2. Reference Documents

Document Number	Document Title
	Project Execution Plan
	Construction Management Plan
	Document Management Plan
	Project Quality Pan

## 3. Definitions

### 3.1 Acronyms

The definitions and acronyms listed below may be used throughout this document.

Acronyms	Description
AFC	Approved for Construction

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

Acronyms	Description
AHJ	Authority Having Jurisdiction
CDRL	Contract Deliverables Requirements List
ECM	Energy Conservation Measure
EOR	Engineer of Record
FAT	Factory Acceptance Testing
ITP	Inspection & Test Plan
ITR	Inspection & Test Record
LOTO	Lock out Tag out
N/A	Not Applicable
P&ID	Piping & Instrumentation Diagram
PSSR	Pre-Startup Safety Review
QA	Quality Assurance
QC	Quality Control
SE	Schneider Electric
SLD	Single Line Diagram.
TCP	Turnover Commissioning Package
WBS	Work Breakdown Structure

## 3.2 Definitions

The definitions and acronyms listed below may be used throughout this document.

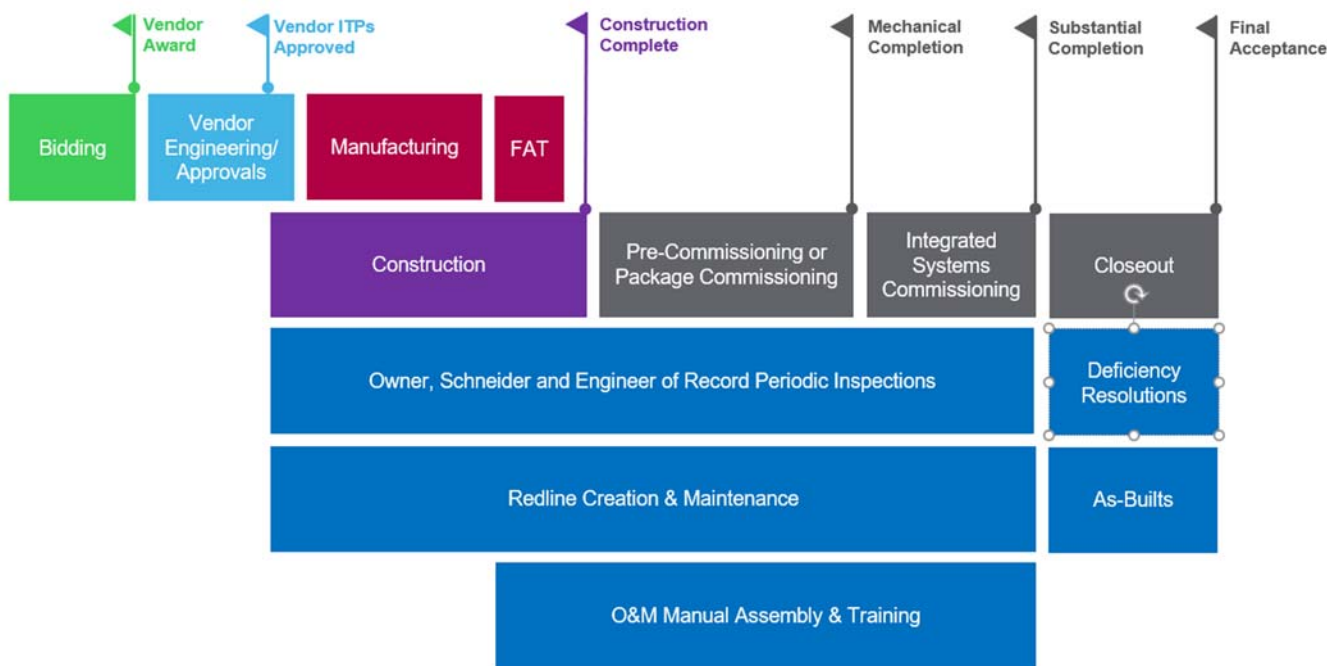
TCPs	Turnover Commissioning Packages is a specific means of grouping and isolating components (packages) to perform pre-commissioning and commissioning tasks within the facility.
Tag	An individual item, such as a pipe spool, valve, pump, motor, instrument, cable, breaker, transformer, module, etc.
Construction Completion	Construction and associated QC activities complete. Equipment and Systems ready for Pre-Commissioning and/or Package Commissioning activities to begin.
Mechanical Completion	Equipment and Systems are ready and safe to be placed into service for Integrated Systems Commissioning activities
Substantial Completion	Commissioning activities completed and issues resolved sufficiently for equipment and systems to be placed into continuous service for client's beneficial use.
Final Acceptance	All Scope completed and accepted by Client enabling final payment.

## 4. Execution Strategy

### 4.1 Strategy

The diagram below provides a high-level overview of the workflow for the project testing, commissioning and turnover. Following are descriptions of the key testing and commissioning activities and deliverables that typically occur during the phases. In most projects, different portions and ECMs of the project may be in a different phase based on schedule, complexity, handover priority or other factors. For specific activities and deliverables regarding this project refer to the Scope and Coordination Matrix.

Figure 4.A – Execution Strategy



### 4.2 Bidding

Equipment procurement and site construction packages bids are solicited from vendors. Requirements for all vendor bids regarding inspection, testing, commissioning, turnover and acceptance shall be included in the vendor bid and procurement packages.

### 4.3 Manufacturing / FAT

Factory acceptance testing shall be carried out by equipment vendors per the approved ITP. Before equipment will be permitted to ship from the manufacturer the following must be completed:

- Confirmation of no outstanding RFIs or submittals related to the equipment.
- All ITPs & ITRs completed, submitted, and closed (approved) in Procure.
- Deficiency list with all “FAT” items cleared. (Note: Deficiency list to be kept utilizing Punchlist function of Procure)

## 4.4 Construction

The Construction Complete milestone designates the readiness for pre-commissioning and/or Package Commissioning activities to begin. This milestone is achieved when the Notice of Construction Completion is formally transmitted in Procore as described in Section 6.5 below.

## 4.5 Pre-Commissioning or Package Commissioning (a.k.a. Installation and/or Functional Testing)

The purpose of Pre-Commissioning or Package Commissioning is to validate the performance of individual packages or pieces of equipment and that equipment functions properly and is ready and safe to be placed into service for overall Integrated Systems commissioning.

The Mechanical Completion milestone formalizes the readiness for Integrated Systems Commissioning and transfers custody of equipment from Schneider Electric to Client. This milestone is achieved when the Notice of Mechanical Completion is formally transmitted in Procore as described in Section 6.5 below.

## 4.6 Integrated Systems Commissioning (a.k.a. Performance Verification Testing)

In general, the purpose of Integrated Systems Commissioning is to verify that equipment, systems and packages function together to deliver performance per Contractual requirements. The completion of Integrated Systems Commissioning leads to the Substantial Completion milestone.

The Substantial Completion milestone formalizes continuous service of equipment and/or systems for the client's beneficial use. This milestone is achieved when the Notice of Substantial Completion is formally transmitted in Procore as described in Section 6.5 below.

## 4.7 Closeout and Final Acceptance

The Final Acceptance milestone designates that all scope has been completed and accepted by the client enabling final payment. Generally, this phase consists of the completion of outstanding punch list items and delivery of all closeout documentation. This milestone is achieved when the Notice of Final Acceptance is formally transmitted in Procore.

# 5. Commissioning Scope, Phasing & Sequencing

## 5.1 Overview

Commissioning is broken down into distinct phases. Each phase will progress thru the Construction Completion, Mechanical Completion and Substantial Completion milestones per each phases' Inspection and Test Plan (ITP).

## 5.2 Roles, Responsibilities & Governance

Schneider Electric Solutions Architect collaborates with Commissioning Manager and Construction Project Manager to determine the phasing and sequencing of commissioning.

## 5.3 Project Phasing & Sequencing

Figure(s) below summarize the commissioning process.

**Note: Provide visuals to summarize scope and phasing of commissioning process.**

The table below summarizes the activities of each commissioning phase.

**Table 5A – Commissioning Phases**

Phase	Objective(s)
[ECM-? Phase 0]	At completion of this phase [TBD]
[ECM-? Phase 1]	At completion of this phase [TBD]
[ECM-? Phase 2]	At completion of this phase [TBD]

## 6. Documentation Strategy

### 6.1 Locations in Procore

#### 6.1.1 Roles, Responsibilities & Governance

Schneider Electric project coordinator creates a location in Procore for each phase of commissioning described in Section 5.0 above

### 6.2 Inspection and Test Plans

#### 6.2.1 Overview

Schneider Electric will develop Inspection and Test Plan(s) (ITP), one for each distinct phase of commissioning. Each ITP will identify each Inspection or Test that must be completed to finish Factory Acceptance Testing, achieve Construction Completion, achieve Mechanical Completion, and achieve Substantial Completion. See Appendix A for template ITP.

#### 6.2.2 Roles, Responsibilities & Governance

During development of Approved for Construction (AFC) documents ITP(s) will be created by Schneider Electric's Cx manager with assistance from project engineer(s) and internally approved by project's Solutions Architect. Completed ITP(s) will be provided for Client review as a submittal in Procore. Applicable submittal(s) in Procore will have the following workflow.

Step 1 – Schneider Electric Chief Solutions Architect

Step 2 – Reviewer(s) as specified by Client

Executing, Witnessing and Approving Party(s) shall be assigned for each inspection or test within an ITP per the table below.

**Table 6A – Inspection or Test Governance**

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

Inspection or Test Governance				
Type	SubType	Executing Party(s)	Witnessing Party(s)	Approving Party(s)
Factory Acceptance Testing	Equipment Performance	✓ Applicable Vendor(s) and/or Subcontractor(s)	✓ SE Engineering Lead or his / her designee - AND AS APPLICABLE- ✓ SE Cx Manager ✓ Client representative	SE Engineering Lead
	Automation	✓ Applicable Vendor(s) and/or Subcontractor(s)	✓ SE Integration Manager or his / her designee - AND AS APPLICABLE- ✓ SE Cx Manager ✓ Client representative	SE Integration Manager
Construction Completion	All	✓ Applicable Vendor(s) and/or Subcontractor(s) -AND- ✓ SE Resident Engineer	✓ SE Cx Manager or his/her designee - AND AS APPLICABLE- ✓ Client representative	SE Cx Manager
Mechanical Completion	All	✓ Applicable Vendor(s) and/or Subcontractor(s)	✓ SE Cx Manager or his/her designee - AND AS APPLICABLE- ✓ Client representative	SE Cx Manager
Substantial Completion	All	✓ Applicable Vendor(s) and/or Subcontractor(s)	✓ SE Cx Manager or his/her designee - AND AS APPLICABLE- ✓ SE Solutions Architect ✓ Client representative	SE Solutions Architect

## 6.3 Commissioning Data Repository

### 6.3.1 Overview

Observations within Procore will be utilized as the repository for data associated with each inspection or test within ITP(s). The Methods of Procedure (MOP), checklists, etc. utilized by Party(s) responsible for executing an inspection or test will be stored in the Observation identified in ITP. Reports, certificates, checklists, etc. documenting completion of an inspection or test will also be stored in the Observation.

### 6.3.2 Roles, Responsibilities & Governance

#### 6.3.2.1 Step 1 – Create Observations in Procore

During creation of ITPs, Schneider Electric’s commissioning manager with assistance from project engineer(s) will create each inspection or test’s corresponding Observation within Procore. Each Observation shall be configured with the information in table below;

**Table 6B – ProCore Observation Fields**

ProCore Field	Instructions	Notes
Type	Assign each inspection or test as Factory Acceptance Testing,	

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

ProCore Field	Instructions	Notes
	Construction Completion, Mechanical Completion, or Substantial Completion	
Title	Set field equal to Activity from applicable inspection or test within approved ITP	
Status	Set field to "Initiated"	
Location	Populate field with a location equivalent to the phase of commissioning (i.e. ECM-1 Phase 0, ECM-1 Phase 1, ECM-2 Phase 2, etc)	See Section 6.1 above for project specific Locations
Assignee	Populate field with Executing Party(s) from approved ITP.	
Distribution	Populate field with Witnessing and Approving Party(s) from approved ITP.	
Description	Make a reference to Acceptance Criteria and Applicable Specs or Standards from applicable inspection or test within approved ITP.	

### 6.3.2.2 Step 2 – Populate observations with inspection or test methods of procedure

Prior to execution of commissioning activities, Schneider Electric’s commissioning manager with assistance from project coordinator will obtain methods of procedure, checklists, etc. from Party(s) responsible for executing an inspection or test and populate applicable observation(s) with the data by attaching documents to applicable Procure observation.

### 6.3.2.3 Step 3 – Populate observations with inspection or test data

Post execution of commissioning activities Schneider Electric’s commissioning manager with assistance from project coordinator will collect ITR(s) from each inspection or test’s Executing Party(s) and populate applicable Observations with ITR(s) (i.e. reports, certificates, checklists, etc.) documenting completion of inspections or tests. ITR(s) shall be attached to applicable Procure observation. Upon receipt of ITR, project coordinator shall set status field of applicable Observation to “Ready for Review”. Approving Party(s) for each inspection or test associated with an Observation shall review ITR and set status field of applicable Observation to “Not Accepted” or “Closed”. “Not Accepted” observations are those for which ITR is incomplete or don’t accurately reflect results observed in the field. Those observations will repeat the approval process until a status of “Closed” is achieved.

## 6.4 Punchlist

### 6.4.1 Overview

Deficiencies discovered during the execution of activities within each ITP will be documented as punchlist items within Procure. Each punchlist item will be categorized into one of the types described in table below;

**Table 6C – Punchlist Types**

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

Punchlist Type	Purpose	Notes
Factory Acceptance Testing	A deficiency discovered during the Factory Acceptance Testing that must be corrected prior to shipment by the manufacturer	
Construction Completion	A deficiency that prevents the execution of Functional Testing necessary to achieve Mechanical Completion.	Must be resolved prior to issuing Notice of Construction Completion and proceeding with execution of Mechanical Completion activities described in ITP.
Mechanical Completion	A deficiency that prevents the execution of Integrated Systems Testing necessary to achieve Substantial Completion	Must be resolved prior to issuing Notice of Mechanical Completion and proceeding with execution of Substantial Completion activities described in ITP.
Substantial Completion	A deficiency that must be corrected for client to achieve beneficial use.	Must be resolved prior to issuing Notice of Substantial Completion.
Final Acceptance	A deficiency that requires corrective action but has no material impact on achieving construction completion, mechanical completion or beneficial use and therefore can be addressed at a later date after Substantial Completion.	Must be resolved prior to issuing Letter of Final Acceptance.
Warranty	A deficiency that is realized after Notice of Substantial Completion and isn't documented in Notice of Substantial Completion	

## 6.4.2 Roles, Responsibilities & Governance

### 6.4.2.1 Overview

Workflow for documenting and resolving each punchlist will occur per the standard workflow @ [https://support.procore.com/faq/what-is-the-punch-list-work-flow#Overview of the New Punch List Workflow](https://support.procore.com/faq/what-is-the-punch-list-work-flow#Overview_of_the_New_Punch_List_Workflow). Roles within this workflow will be assigned per the table below;

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

**Table 6D – Punchlist Governance**

Punchlist Governance				
Type	ProCore Punch Item Manager	ProCore Creator	ProCore Assignee	ProCore Final Approver
<b>Factory Acceptance Testing</b>	Project Coordinator <sup>(1)</sup>	Schneider Electric witness (Note, Typically. Cx Manager, Engineering Lead, Discipline Lead, etc)	As assigned by Creator	Creator
<b>Construction Completion</b>	Project Coordinator <sup>(1)</sup>	Resident Engineer, Cx manager and/or his/her designee(s)	As assigned by Creator	Creator
<b>Mechanical Completion</b>	Project Coordinator <sup>(1)</sup>	Cx manager and/or his/her designee(s)	As assigned by Creator	Creator
<b>Substantial Completion</b>	Project Coordinator <sup>(1)</sup>	Cx manager and/or his/her designee(s)	As assigned by Creator	Creator
<b>Final Acceptance</b>	Project Coordinator <sup>(1)</sup>	Cx manager and/or his/her designee(s)	As assigned by Creator	Creator
<b>Warranty</b>	Client Services Rep	Client Services Rep	As assigned by Creator	Creator

**Notes**

(1) With assist as required from member(s) of Ops team whom has commercial relationship w/ Procore Assignee

Status of each punchlist item is tracked in Procore utilizing the designations below. Note, ProCore automatically sets the status field of each punchlist item based on a combination of workflow and assignee response;

- **Draft:** Indicates that a punch list item has been created by a user who is not the item's Punch Item Manager and has not yet sent the item to its Punch Item Manager.
- **Initiated:** Indicates a punch list item that was either created by a user who is also the item's Punch Item Manager, or an item that was previously in Draft and has been sent to its Punch Item Manager.
- **In Dispute:** Indicates a punch list item that was Initiated and then disputed by the item's Punch Item Manager or Project level Punch List tool Admin.
- **Work Required:** Indicates a punch list item that was Initiated and then sent to its Assignees by the item's Punch Item Manager or Punch List tool Admin.  
*Note:* Punch list items will remain in the Work Required status while at least one of the Assignees is listed as Work Required.
- **Work Not Accepted:** Indicates a punch list item that was sent to its Assignees and at least one Assignee was marked as Work Not Accepted by the item's Punch Item Manager or Project level Punch List tool Admin.

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

- **Ready for Review:** Indicates a punch list item that was sent to its Assignees and *all* Assignees marked the item as Ready for Review.
- **Ready to Close:** Indicates a punch list item that was sent to its Assignees and then *all* Assignee responses were marked as Resolved by the item's Punch Item Manager or Project level Punch List tool Admin.
- **Not Accepted:** Indicates a punch list item that was Ready to Close but was Not Accepted by the item's Final Approver.
- **Closed:** Indicates a punch list item that was closed by one of the following roles:
  - The Creator, while in Draft or In Dispute.
  - The Final Approver, while in Ready to Close.
  - A Project level Punch List Admin, at any time in the workflow.

Assignee responses of each punchlist item is tracked in Procore utilizing the designations below. Note the field, assignee responses, are set by Assignee or Punch Item Manager.

- **Work Required:** Indicates that an Assignee must complete required work on the item.
- **Ready for Review:** Indicates that an Assignee has completed the required work, and it is ready for review by the Punch Item Manager.
- **Work Not Accepted:** Indicates that the work completed by the item's Assignee was not accepted by the Punch Item Manager.
- **Resolved:** Indicates that the work completed by the Assignee was reviewed and accepted by the Punch Item Manager.

### 6.4.2.2 Step 1 – Create Punchlist Item

Punchlist item creator documents deficiency as punchlist item in Procore, including completing the following fields;

**Table 6E – ProCore Punchlist Creator Fields**

ProCore Field	Instructions	Notes
Title	Provide a title for Deficiency	
Punch Item Manager	Assign Punch Item Manager per Table 6D above.	
Type	Assign each inspection or test as Factory Acceptance Testing, Construction Completion, Mechanical Completion, or Substantial Completion	
Assignee(s)	Assign party(s) responsible for resolving punchlist item.	
Final Approver	Punchlist item creator assign themselves as Final Approver	
Location	Populate field with a location equivalent to the phase of commissioning (i.e. ECM-1 Phase 0, ECM-1 Phase 1, ECM-2 Phase 2, etc.)	See Section 6.1 above for project specific Locations
Description & Attachments	Provide a description of deficiency, including attaching evidence (i.e.,	

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

ProCore Field	Instructions	Notes
	picture, inspection or test result, etc.) to punchlist item.	

This step is completed when creator forwards punchlist item to Punch Item Manager, upon which Procore changes status from Draft to Initiated.

### 6.4.2.3 Step 2 – Approve Punchlist Item

Punch Item Manager reviews punch list item, collaborates with Creator to refine the data in any fields completed by Creator, and completes the following fields;

**Table 6F – ProCore Punchlist Punch Item Manager Fields**

ProCore Field	Instructions	Notes
Due Date	Provide a date by which must be completed	
Distribution List	Assign party(s) whom need to be informed of punchlist items status.	

This step is completed when Punch Item Manager sends punch list item to Assignee, upon which Procore changes status from Initiated to Work Required.

### 6.4.2.4 Step 3 – Resolve Punchlist Item

This step is completed when Assignee changes field, assignee response, to Ready for Review, upon which Procore changes status to Ready for Review and returns the punchlist item to Punch Item Manager for approval.

### 6.4.2.5 Step 4 – Approve Punchlist Item resolution

This step is completed when Punch Item Manager changes field, assignee response to, Resolved, upon which Procore changes status to Ready to Close and forwards the punchlist item to Final Approver for Closure. Alternately, the Punch Item manager can change field, assignee response to, Work Not Accepted, upon which Procore changes status to Work Required and returns punchlist item to Assignee.

### 6.4.2.6 Step 5 – Close Punchlist Item

This step is completed when Final Approver Closes punchlist item, upon which Procore changes status to Closed. Alternately Final Approver can Not Accept the punchlist item, upon which Procore returns punchlist item to Punch Item Manager.

## 6.5 Notices of Completion

### 6.5.1 Overview

Notices of completion will be issued at milestones of the commissioning process identified in table below. See Appendix B for template Notices of Completion

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

**Table 6G – Notices of Completion**

Milestone	Notice of Completion Purpose	Notes
<b>Construction Completion</b>	1. Formal acknowledgement that all static elements of construction for applicable equipment / systems are in place and ready for the commissioning process.	
<b>Mechanical Completion</b>	1. Formal acknowledgement that applicable equipment / systems are ready for integrated systems testing 2. Transfer of custody for applicable equipment/systems from Schneider Electric to Client 3. Start of warranties with vendors and subcontractors for applicable equipment / systems.	
<b>Substantial Completion</b>	1. Formal acknowledgement that equipment / systems are ready for continuous operation. 2. Start of client's contractual warranty.	

## 6.5.2 Roles, Responsibilities & Governance

Table below summarizes the process for preparing and approving Notices of Completion;

**Table 6H – Notices of Completion Governance**

Notice of Completion	SE Preparation	SE Approval	Client Approval	Timeframe
<b>Construction Completion</b>	Created by Cx Manager or his/her designee. Signed by Resident Engineer and Cx Manager	Issued as submittal in Procure for approval by Ops Director or Manager and Chief Solutions Architect	None. Internal Schneider Electric document.	Issued within 5 working days of completing all Inspections or Tests and resolving associated Construction Completion punchlist items.
<b>Mechanical Completion</b>	Created by Cx Manager or his/her designee. Signed by Cx Manager and Construction Project Manager	Issued as submittal in Procure for approval by Ops Director or Manager and Chief Solutions Architect	None. After SE approval in Procure, issued to Client for Record Only	Issued within 5 working days of completing all Inspections or Tests and resolving associated Mechanical Completion punchlist items.
<b>Substantial Completion</b>	Created by Cx Manager or his/her designee. Signed by Solutions Architect, Construction Project Manager and Client Services Manager	Issued as submittal in Procure for approval by Ops Director or Manager and	After SE approval in Procure, issued to Client for Signature by Project Manager.	Issued within 5 working days of completing all Inspections or Tests and resolving associated Substantial

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

Notice of Completion	SE Preparation	SE Approval	Client Approval	Timeframe
		Chief Solutions Architect.		Completion punchlist items.

## 7. Communications Strategy

### 7.1 Schneider Electric

#### 7.1.1 Overview

Schneider Electric team members involved in the commissioning process summarized in table below;

**Table 7A – Schneider Electric Stakeholders**

Schneider Electric Stakeholder Role <sup>(1)</sup>	Role Responsibilities <sup>(2)</sup>	Summary of responsibilities specific to commissioning
<b>Core Team</b>		
Project Development Manager	Commercial	Provides project leadership by planning, managing & controlling Final Design phase resulting in Approved for Construction (AFC) Documents and Inspection & Test Plans (ITP).
Construction Project Manager	Commercial	Provides project leadership by planning, managing & controlling; 1) physical construction to deliver static elements of construction per AFC(s) that are ready for commissioning and 2) project closeout to achieve final acceptance.
Solutions Architect	Technical	Provides technical leadership by managing & controlling technical scope & performance with Client and AHJ stakeholders, including achieving consensus that solutions deliver technical performance. As required, provides technical support to Cx manager.
Engineering Lead	Technical	Provides technical leadership by managing & controlling technical scope & performance with stakeholders from external entities such as engineers of records, equipment vendors and subcontractors. As required, provides technical support to Cx manager.
Client Services Manager	Commercial / Technical	Manages warranty items following achievement of Substantial Completion. During Closeout Phase of project, initiates execution of performance period services such as measurement & verification, maintenance, etc
<b>Extended Core Team</b>		
Commissioning Manager	Technical	Plans & manages commissioning activities to transition equipment / systems from static elements of

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

Schneider Electric Stakeholder Role <sup>(1)</sup>	Role Responsibilities <sup>(2)</sup>	Summary of responsibilities specific to commissioning
		construction to solutions that deliver technical performance.
Procurement Manager	Commercial	Provides contract management as required to enable accountability for vendor and subcontractor participation in commissioning activities and achievement of technical performance for their scopes of work.
Resident Engineer	Technical	Plans & Manages quality control of construction to achieve Construction Completion.
<b>Other</b>		
Project Coordinator	Technical	Provides communication and document management.
Site Superintendent	Technical	Ensures quality control of construction to achieve Construction Completion.

**Notes**

(1) A single stakeholder may fill multiple roles.

(2) Commercial = General Conditions Scope + Schedule + Cost + Contract Administration / Management

## 7.1.2 Ad Hoc Communications

Cx manager, Construction Project Manager and Project Coordinator must be included in all internal communications regarding coordination of commissioning activities and/or status of deliverables (i.e. ITPs, Observations, Punchlist, Notices of Completion).

## 7.1.3 Cx Kickoff Meeting

Schneider Electric Construction Project Manager and Cx Manager shall partner to coordinate and conduct a Cx coordination meeting for Schneider Electric project team members. The agenda for these coordination meetings shall include the following;

- ✓ Review of Pertinent Cx documents
- ✓ Site Walk
- ✓ Review of ITPs
- ✓ Communications Protocols & Planning

## 7.1.4 Cx Coordination Meetings

During Cx Kickoff meeting, frequency of Schneider Electric Cx coordination meetings and list of attendees shall be determined. The agenda for these coordination meetings shall include the following;

- ✓ Status of Inspection and Test Plan(s)
- ✓ Coordination of inspection and tests from each ITP
- ✓ Status of Observations associated with completed inspection or tests

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

- ✓ Status of Punchlist Items
- ✓ Status of Notices of Completion

Schneider Electric Cx Coordination meetings shall be facilitated by Cx manager and documented in Procore by project coordinator. As applicable, Action Items from Schneider Electric Cx coordination meetings shall be recorded as Procore tasks by project coordinator with input from Cx manager and Construction project manager.

## 7.2 Client

### 7.2.1 Overview

Governance of communications with client stakeholders throughout duration of commissioning activities is summarized in table below;

**Table 7B – Client Stakeholders**

Client Stakeholder Role <sup>(1)</sup>	Role Responsibilities <sup>(2)</sup>	Schneider Electric POC <sup>(1)</sup>
Administrator	Commercial	Sales Lead
Contract Manager	Commercial	Construction Project Manager
Project Manager	Commercial	Construction Project Manager
Operations	Technical	Construction Project Manager with assist from Cx Manager and/or Solutions Architect <sup>(3)</sup>
Maintenance and Other Technical	Technical	Construction Project Manager with assist from Cx Manager and/or Solutions Architect <sup>(3)</sup>
Engineering	Technical	Construction Project Manager with assist from Cx Manager and/or Solutions Architect <sup>(3)</sup>

**Notes**

- (1) A single stakeholder may fill multiple roles.
- (2) Commercial = General Conditions Scope + Schedule + Cost + Contract Administration / Management
- (3) Construction Project Manager defers to Cx manager regarding coordination of inspections or tests, results of inspections or tests, and/or resolution of punchlist items. Construction Project Manager and Cx manager defer to Solutions Architect regarding project's contractual technical scope and performance of equipment / systems required to achieve project's guaranteed performance.

### 7.2.2 Ad Hoc Communications

Construction Project Manager, Cx manager and Project Coordinator must be included in all communications with client stakeholders regarding coordination of commissioning activities and/or status of deliverables (i.e. ITPs, Observations, Punchlist, Notices of Completion). As applicable, Cx Manager will engage Solutions Architect for specific items.

### 7.2.3 Cx Coordination Meetings

During Schneider Electric Cx Kickoff meeting, Construction Project Manager and Cx Manager shall determine frequency of Client Cx coordination meetings and list of attendees. Construction Project Manager and Cx Manager may determine that Client Cx coordination meetings are unnecessary meaning coordination of Cx activities, deliverables, etc. will occur during other periodic meeting(s) with client. The agenda for Client Cx coordination meetings shall include the following;

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

- ✓ Status of Inspection and Test Plan(s)
- ✓ Coordination of inspection and tests from each ITP
- ✓ Status of Punchlist Items
- ✓ Status of Notices of Completion

Cx Coordination meetings shall be facilitated by Construction Project manager and documented in ProCore by project coordinator, but it is expected that much of the technical content in this meeting will be handled by Cx manager. As applicable, Action Items from Cx coordination meetings shall be recorded as ProCore tasks by project coordinator with input from Cx manager and Construction project manager.

## 7.2.4 Inspection and Test Plan Execution Coordination Meetings

Detailed coordination of Inspection and Test Plan Execution may not be possible in Client Cx coordination meeting(s) or other periodic client meeting(s). In that case, ad-hoc meetings will be scheduled with Client stakeholders for the purpose of detailed coordination. These detailed coordination meetings will be facilitated by Cx manager and documented in Procure by project coordinator, but it is expected that any commercial content in this meeting will be handled by Construction Project Manager.

## 7.3 Vendors for equipment Direct Purchased by Schneider Electric

### 7.3.1 Overview

Governance of communications with vendor stakeholders throughout duration of commissioning activities is summarized in table below;

**Table 7C – Vendor Stakeholders**

Vendor Stakeholder Role <sup>(1)</sup>	Role Responsibilities <sup>(2)</sup>	Shneider Electric POC <sup>(1)</sup>
Sales	Commercial	Procurement Manager with assist from Engineering Lead <sup>(3)</sup>
Contract Manager	Commercial	Procurement Manager with assist from Engineering Lead <sup>(3)</sup>
Project Manager	Commercial	Construction Project Manager with assist from Engineering Lead <sup>(3)</sup>
Engineering	Technical	Construction Project Manager with assist from Engineering Lead <sup>(3)</sup>
Field Service Representatives	Technical	Site Superintendent/Cx Manager with assist from Construction Project Manager and Engineering Lead <sup>(4)</sup>

**Notes**

- (1) A single stakeholder may fill multiple roles.
- (2) Commercial = General Conditions Scope + Schedule + Cost + Contract Administration / Management
- (3) Procurement or Construction Project Manager defers to Engineering Lead regarding vendor's contractual technical scope and guarantees of performance.

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

- (4) Site Superintendent and Cx Manager defers to Construction Project Manager for commercial items and Engineering Lead regarding vendor's contractual scope and guarantees of performance.

## 7.3.2 Ad Hoc Communications

Construction Project Manager, Cx manager and Project Coordinator must be included in all communications with vendor stakeholders regarding coordination of commissioning activities and/or status of deliverables (i.e. ITPs, Observations, Punchlist, Notices of Completion). Cx Coordination Meetings

## 7.3.3 Cx Coordination Meetings

Coordination of Cx activities, deliverables, etc will occur during other periodic meeting(s) with vendors.

## 7.3.4 Inspection and Test Plan Execution Coordination Meetings

Detailed coordination of Inspection and Test Plan Execution may not be possible in other periodic meeting(s) with vendors. In that case, ad-hoc meetings will be scheduled with vendor stakeholders for the purpose of detailed coordination. These detailed coordination meetings will be facilitated by Cx manager and documented in Procure by project coordinator, but it is expected that any commercial content in this meeting will be handled by Construction Project Manager.

## 7.4 Schneider Electric subcontractors

### 7.4.1 Overview

Governance of communications with subcontractor stakeholders throughout duration of commissioning activities is summarized in table below;

**Table 7D – Subcontractor Stakeholders**

Subcontractor Stakeholder Role <sup>(1)</sup>	Role Responsibilities <sup>(2)</sup>	Shneider Electric POC <sup>(1)</sup>
Project Executive	Commercial	Procurement Manager with assist from Engineering Lead <sup>(3)</sup>
Contract Manager	Commercial	Procurement Manager with assist from Engineering Lead <sup>(3)</sup>
Project Manager	Commercial	Construction Project Manager with assist from Engineering Lead <sup>(3)</sup>
Superintendent(s) / Foreman(s)	Technical	Site Superintendent with assist from Resident Engineer <sup>(4)</sup>
Project Engineer(s) <sup>(6)</sup>	Technical	Site Superintendent/Cx Manager with assist from Construction Project Manager and Engineering Lead <sup>(5)</sup>

**Notes**

- (1) A single stakeholder may fill multiple roles.
- (2) Commercial = General Conditions Scope + Schedule + Cost + Contract Administration / Management
- (3) Procurement or Construction Project Manager defers to Engineering Lead regarding subcontractor's contractual technical scope and guarantees of performance.
- (4) Site Superintended defers to Resident Engineer for guidance regarding compliance of installation with Approved For Construction documents, quality control methods of procedure, and inspections or tests associated with achieving Construction Completion.

# Inspection Testing Commissioning Acceptance and Turnover Plan

File Name: ITCAT Template.docx

- (5) Site Superintendent and Cx Manager defers to Construction Project Manager for commercial items and Engineering Lead regarding subcontractor's contractual scope and guarantees of performance.
- (6) Subcontractor to assign project engineer responsible for coordinating and executing inspections or tests associated with each ITP.

## 7.4.2 Ad Hoc Communications

Construction Project Manager, Cx manager and Project Coordinator must be included in all communications with subcontractor stakeholders regarding coordination of commissioning activities and/or status of deliverables (i.e. ITPs, Observations, Punchlist, Notices of Completion). As applicable, Construction Project Manager will engage Procurement Manager and Cx manager will engage Engineering Lead for specific items.

## 7.4.3 Cx Coordination Meetings

Coordination of Cx activities, deliverables, etc will occur during other periodic meeting(s) with subcontractors.

## 7.4.4 Inspection and Test Plan Execution Coordination Meetings

Detailed coordination of Inspection and Test Plan Execution may not be possible in other periodic meeting(s) with subcontractors. In that case, ad-hoc meetings will be scheduled with subcontractor stakeholders for the purpose of detailed coordination. These detailed coordination meetings will be facilitated by Cx manager and documented in Procure by project coordinator, but it is expected that any commercial content in this meeting will be handled by Construction Project Manager.

## 7.5 Authorities Having Jurisdiction

### 7.5.1 Overview

Authorities Having Jurisdiction (AHJ) such as utility providers, air permitting agencies, etc may require participation in commissioning activities. Typically, relationships with these AHJ(s) will have been established prior to development of Approved for Construction (AFC) docs, therefore maintaining continuity of these relationships is critical to obtaining AHJ approval of project. Governance of communications with AHJ stakeholders throughout duration of commissioning activities is summarized in table below.

**Table 7E – Authority Having Jurisdiction Stakeholders**

AHJ Stakeholder Role <sup>(1)</sup>	Role Responsibilities <sup>(2)</sup>	Shneider Electric POC <sup>(1)</sup>
Project Manager	Commercial	Project Development Manager
Project Engineer(s) / Reviewers <sup>(6)</sup>	Technical	Solutions Architect <sup>(3)</sup>
Inspectors	Technical	Cx Manager

**Notes**

- (1) A single stakeholder may fill multiple roles.
- (2) Commercial = General Conditions Scope + Schedule + Cost + Contract Administration / Management
- (3) As required coordinates with Engineering Lead whom may also engage Engineer of Record

# Inspection Testing Commissioning Acceptance and Turnover Plan

PLN0001 RevA

File Name: ITCAT Template.docx

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## 7.5.2 Ad Hoc Communications

Project Development Manager, Construction Project Manager, Solutions Architect, Cx manager and Project Coordinator must be included in all communications with AHJ stakeholders regarding coordination of commissioning activities and/or status of deliverables (i.e. ITPs, Observations, Punchlist, Notices of Completion). As applicable, Solutions Architect will engage Engineering Lead for specific items.

## 7.5.3 Cx Coordination Meetings

It is not anticipated that periodic meetings for coordination of Cx activities, deliverables, etc will be required with AHJs.

## 7.5.4 Inspection and Test Plan Execution Coordination Meetings

As required, ad-hoc meetings will be scheduled with AHJ stakeholders for the purpose of detailed coordination. These detailed coordination meetings will be facilitated by Project Development Manager and documented in Procore by project coordinator, but it is expected that any technical content in this meeting will be handled by some combination of Cx Manager and Solutions Architect.

# Inspection Testing Commissioning Acceptance and Turnover Plan

PLN0001 RevA

File Name: ITCAT Template.docx

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## 8. Appendix A – Template ITP

Attach [Cx ITP Template.docx](#)

# Inspection Testing Commissioning Acceptance and Turnover Plan

PLN0001 RevA

File Name: ITCAT Template.docx

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## 9. Appendix B – Template Notices of Completion

**Attach** [TCP-1.2-200\\_Notic of Construction Completion.doc](#)

**Attach** [TCP-1.3-300\\_Notic of Mechanical Completion.doc](#)

**Attach** [TCP-1.4-400\\_Notic of Substantial Completion \(4\).doc](#)

## Schedule C – Project Performance

### C.1 Guaranteed Savings and/or Performance

Subject to the terms and conditions of this Schedule C, ESCO hereby provides the Performance Guarantee described below.

#### TERM AND TERMINATION

The Performance Guarantee shall commence on the Savings Guarantee Commencement Date and shall continue in effect for a period of 20 years thereafter, unless sooner terminated in accordance with the Contract Documents (the “Performance Period”).

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT THE CONTRACT OR THE PERFORMANCE PERIOD SERVICES PLAN EXPIRES OR IS CANCELED OR TERMINATED FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN THIS SCHEDULE C SHALL BE DEEMED TO HAVE BEEN SATISFIED AND FULFILLED AS OF THE EFFECTIVE DATE OF SUCH EXPIRATION, CANCELLATION OR TERMINATION, AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

#### SAVINGS RECONCILIATION

Owner shall send ESCO all utility and energy data in accordance with the requirements of Schedule C.2. Within sixty (60) days of receipt of such information for the previous Guarantee Year, ESCO will determine the Actual Savings for such Guarantee Year in accordance with the M&V Plan set forth in Schedule C.3 (such determination, the “Savings Reconciliation”).

If the Actual Savings for a Guarantee Year are less than the Guaranteed Annual Savings for such Guarantee Year, ESCO will pay Owner the Savings Shortfall, less any Excess Savings, within thirty (45) days of completing that year's Savings Reconciliation.

Except as set forth in this Performance Guarantee, ESCO makes no express or implied representations, warranties, guarantees or covenants concerning the potential energy efficiency or cost savings benefits of the Work, and payment by ESCO for any Savings Shortfall(s) in accordance with this Performance Guarantee shall be Owner's sole and exclusive remedy for any alleged energy efficiency or cost savings deficiencies.

**GUARANTEE**

<b>SAVINGS TABLE</b>					
Guarantee Year #	Measured Savings	Non-Measured Utility Savings	Non-Measured Capital Cost Avoidance	Guaranteed Annual Savings	Guaranteed Cumulative Savings
0					
1	\$0	\$7,021	\$221,336	\$228,357	\$ 228,357
2	\$0	\$7,337	\$221,336	\$228,673	\$ 457,030
3	\$0	\$7,667	\$221,336	\$229,003	\$ 686,033
4	\$0	\$8,012	\$221,336	\$229,348	\$ 915,381
5	\$0	\$8,373	\$221,336	\$229,709	\$1,145,090
6	\$0	\$8,749	\$221,336	\$230,085	\$1,375,175
7	\$0	\$9,143	\$221,336	\$230,479	\$1,605,654
8	\$0	\$9,555	\$221,336	\$230,891	\$1,836,545
9	\$0	\$9,985	\$221,336	\$231,321	\$2,067,866
10	\$0	\$10,434	\$221,336	\$231,770	\$2,299,636
11	\$0	\$10,903	\$221,336	\$232,239	\$2,531,875
12	\$0	\$11,394	\$221,336	\$232,730	\$2,764,605
13	\$0	\$11,907	\$221,336	\$233,243	\$2,997,848
14	\$0	\$12,443	\$221,336	\$233,779	\$3,231,626
15	\$0	\$13,003	\$221,336	\$234,339	\$3,465,965
16	\$0	\$13,588	\$221,336	\$234,924	\$3,700,888
17	\$0	\$14,199	\$221,336	\$235,535	\$3,936,424
18	\$0	\$14,838	\$221,336	\$236,174	\$4,172,598
19	\$0	\$15,506	\$221,336	\$236,842	\$4,409,439
20	\$0	\$16,203	\$221,336	\$237,539	\$4,646,979
Total	\$0	\$220,259	\$4,426,720	\$4,646,979	
<b>NOTES &amp; CLARIFICATIONS:</b>					
1. Utility savings escalate at 4.5% annually					

## C.2 Client Responsibilities for Performance Guarantee

### GENERAL RESPONSIBILITIES

Owner acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Owner agrees to undertake the following responsibilities:

Owner agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within ten (10) days of receipt, (2) execute all Owner responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Owner facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All facilities listed within this Contract
- All facilities served by the meters listed within this Contract
- All equipment rooms in the facilities listed within this Contract
- Remote connection to all Supervisory Control and Data Acquisition (SCADA) and/or temperature control and energy management systems which monitor and/or control part or all of any of the facilities listed within this Contract. Remote connection will use a cyber secure access point approved by ESCO.
- Personnel with responsibility for operating and/or managing any of the facilities listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters, sub-meters, SCADA, operating logs, etc. relevant to M&V associated with this Contract

Owner will solely be responsible for providing communications and/or network interface to all facilities for operation and Performance Period Services support.

Owner will perform daily facilities monitoring and promptly review any alarm summaries.

Owner will designate a “Primary Operator” of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Owner will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Owner will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Owner on a time and materials basis.

### MAINTENANCE RESPONSIBILITIES

Owner agrees to use its best efforts to maintain the ECMs in original operating condition (“Original Operating Condition”) with allowance for normal wear and tear. If an ECM is operating at any state other than the Original Operating Condition as defined above (“Failed ECM”), Owner agrees to (1) repair or replace the ECM immediately, and (2) contact a Performance Period Services representative at 1-800-274-5551, within 24 hours of such event. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee.

Owner will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, SCADA and/or energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Owner must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Owner will be responsible to provide to ESCO documentation that proper maintenance has been performed at ESCO’s request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. Should Owner refuse to perform the required maintenance as required in this Contract, ESCO and Owner shall agree to one of the following means of recourse: (1) ESCO will adjust the Performance Guarantee associated with that ECM pursuant to Schedule C.3, or (2) ESCO may terminate this Performance Guarantee and any and all obligations and liabilities of ESCO associated therewith upon fifteen (15) days written notice.

## C.3 Detailed Measurement & Verification Plan

### PROJECTED ANNUAL SAVINGS

The Performance Guarantee as established in Schedule C.1 shall consist of savings from multiple scopes of work. The projected savings from each scope of work are presented in the table below:

Facility	Annual Projected Savings		
	Consumption	Demand	Units
Kaufman WWTP - Electric	83,681	N/A	kWh, kW

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in Schedule C.1.

### ENERGY, WATER, AND OPERATIONS & MAINTENANCE (O&M) RATE DATA

The cost of energy in any period will be determined by applying the rates as defined below (“Baseline Energy Rates”), or the actual energy rates during the period, at the discretion of ESCO, to the energy used in a given period for each fuel type. The rate will escalate at 4.5% annually beginning in Year 2.

Utility Company:	Gexa Energy		
Rate Schedule:	Marginal Rate		
Component	Charge	Unit	Description
Marginal Consumption	\$0.0839	kWh	Marginal Consumption Charge
Marginal Demand	N/A	kW	Marginal Demand Charge

### NON-MEASURED SAVINGS

#### Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Owner and ESCO agree to accept the annual savings values included in Schedule C.3 with no additional verification. In the event that verification steps are performed by Owner or ESCO, the annual savings values included in Schedule C.3 will still be the reported savings and values used for reconciling the guarantee in Schedule C.1. Schedule C.3 details the agreed upon annual savings by measure and by category.

#### Annual Non-Measured Savings

##### Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Savings Guarantee Commencement Date. The annual savings in the table below for each measure will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date. The utility savings will escalate at 4.5% annually beginning in Year 2.

Utility Cost Savings Measure	Cost Savings
ECM 1 – Tertiary Filtration	\$7,021
ECM 4 – Non-Potable Plant Water	\$0
<b>Total</b>	<b>\$7,021</b>

Any savings accrued prior to the Savings Guarantee Commencement Date will be considered Excess Savings.

***Avoided Capital Cost Savings***

The annual savings in the table below are due to replacement of equipment at the end of its' useful life and will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date.

Avoided Capital Savings Measure	Cost Savings
Total Project – Capital Cost Avoidance	\$221,336

## C.4 Performance Period Services Plan

### TERM AND TERMINATION:

The PASS Plan described in this Schedule C.4 will commence on the Savings Guarantee Commencement Date and will continue for an initial term of 1 year(s) (the “Initial Term”). Upon expiration of the Initial Term and upon commencement of each Guarantee Year thereafter, the PASS Plan will automatically renew for additional one-year periods (each, a “Renewal Term”) unless Owner terminates the PASS Plan by giving ESCO written Notice of termination at least thirty (30) days prior to the end of the then-current term.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT THE PASS PLAN EXPIRES OR IS CANCELED OR TERMINATED BY OWNER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE II(C) OF THE AGREEMENT SHALL BE DEEMED TO HAVE BEEN SATISFIED AND FULFILLED AS OF THE EFFECTIVE DATE OF EXPIRATION, CANCELLATION OR TERMINATION OF THE PASS PLAN, AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

### SERVICE SCOPE

#### Initial Term (Guarantee Year 1)

##### *PASS Services for Guarantee Year 1*

ESCO shall provide the following PASS Services during Guarantee Year 1:

On-Site Visit - Schneider Electric will provide On-Site Energy Consulting consisting of 4 site visits per year (once per quarter), each averaging 24 hours per visit. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement.

Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

#### Renewal Terms

##### *PASS Services for Guarantee Year 2*

Unless Owner terminates the PASS Plan pursuant to **Guarantee Year 1** above, or selects a change in the PASS Plan pursuant to **Change in PASS Plan for Renewal Term** below, the first Renewal Term (Guarantee Year 2) shall include the following PASS Services:

To be negotiated at the end of Guarantee Year 1

##### *PASS Services for Later Guarantee Years*

Unless Owner terminates the PASS Plan pursuant to **Guarantee Year 1** above, or selects a change in the PASS Plan pursuant to **Change in PASS Plan for Renewal Term** below, each Renewal Term shall include the same PASS Services included with the PASS Plan in the immediately prior Renewal Term.

### Change in PASS Plan for Renewal Term

Approximately ninety (90) days prior to the end of the then-current Renewal Term, ESCO and Owner will discuss any recommended and/or requested changes in the PASS Services for the upcoming Renewal Term. Any agreed changes to the PASS Plan will be documented in writing and signed by both Parties at least thirty (30) days prior to the end of the then-current term, and such changes shall take effect upon commencement of the upcoming Renewal Term.

## PASS FEES AND PAYMENT

### PASS Fee for Initial Term

The PASS Fee for the Initial Term is included in the Project Price.

### PASS Fees for Renewal Terms

Unless Owner terminates the PASS Plan pursuant to Section 1 above or selects a change in the PASS Plan pursuant to Section 2(c) above, the PASS Fee for the first Renewal Term (Guarantee Year 2) shall be \$30,000 and such PASS Fee shall be adjusted upwards for each Renewal Term thereafter in accordance with the increase in Consumer Price Index ("CPI").

### Payment

After the Initial Term, the PASS Fee for each Renewal Term shall be paid within thirty (30) days of the commencement of such Renewal Term. If ESCO has not received payment of all undisputed amounts within thirty (30) days of the applicable invoice date, then a late penalty equal to one percent (1%) or the late penalty imposed by applicable law will be applied to the overdue amounts each month until paid.

## OTHER

### Third-Party Licenses or Services

Not applicable.



Meeting  
Date: 6/22/2026

Date: 06/03/2026

Item #: 11.

Dept.: Administration

**Action Item**

**SUBJECT:**

Consider and take appropriate action on an engagement letter with the Law Office of Stephen C. Dickman to provide legal services for the City of Kaufman in its protest to the creation of Kaufman County M.U.D. No. 16; and authorizing the Mayor or his designee to execute necessary documents.

**BACKGROUND:**

The proposed boundaries of Kaufman County Municipal Utility District No. 16 encompass territory located primarily within the City of Crandall's extraterritorial jurisdiction, as well as portions of the City of Kaufman's extraterritorial jurisdiction and unincorporated Kaufman County. In response to the proposed creation of the district, the City of Crandall has engaged the Law Office of Stephen C. Dickman to provide legal representation. Because all three governmental entities share a common interest in protesting the creation of the district, the City of Crandall, the City of Kaufman, and Kaufman County wish to jointly retain the Law Office of Stephen C. Dickman to provide legal services related to such protest and any associated proceedings.

Author:  
Mike Holder, City Manager

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of an engagement letter with the Law Office of Stephen C. Dickman to provide legal services for the City of Kaufman in its protest to the creation of Kaufman County M.U.D. No. 16; and authorizing the Mayor or his designee to execute necessary documents.**

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# LAW OFFICE OF STEPHEN C. DICKMAN

6005 Upvalley Run  
Austin, Texas 78731  
Tel: 512-922-7137  
Fax: 512-454-8495  
Email: [sdickmanlaw@att.net](mailto:sdickmanlaw@att.net)  
Website: <https://www.sdickmanlaw.com>

June 3, 2026

Via Email: [ann@txmunicipallaw.com](mailto:ann@txmunicipallaw.com)

City of Kaufman  
c/o Ms. Ann Montgomery  
Messer Fort Law Firm  
6371 Preston Rd., Suite 200  
Frisco, TX 75034

Re: Agreement for Legal Services

Dear Ms. Montgomery:

I am pleased that you have asked me to provide legal services for the City of Kaufman in its protest of the creation of Kaufman County M.U.D. No. 16. This letter will confirm my engagement and will describe the basis on which I will provide legal services. If you have any questions about these provisions, please do not hesitate to contact me.

1. *Client; Scope of Representation.* My client in this matter will be the City of Kaufman (the “Client” or “you”). I will be engaged to represent the City of Kaufman in its protest of the Bullhead Energy LLC petition for the creation of Kaufman County M.U.D. No. 16 and in any other matter directly arising therefrom. You may limit or expand the scope of my representation from time to time provided that any substantial change in the scope of my representation must be agreed to by me.

2. *Term of Engagement.* Either the Client or I may terminate this engagement at any time for any reason by written notice, subject on my part to applicable rules of professional responsibility. In the event that we terminate the engagement, I will take such steps as are reasonably practicable to protect the Client’s interests in the above matter.

Unless previously terminated, my representation of the Client will terminate upon my sending you my final statement for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to me which is retained by me will be kept confidential in accordance with applicable rules of professional responsibility. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. My own work files pertaining to this matter will be retained by me. These work files include, for example, administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and my “attorney work product”. Attorney work product encompasses material prepared by or for the internal use of lawyers, such as drafts,

notes, internal memoranda, and legal and factual research, including investigative reports subject to my law office records retention policy. For various reasons, including the minimization of unnecessary storage expenses, I reserve the right to destroy or otherwise dispose of any such documents or other materials retained by me within a reasonable time period after the termination of this engagement.

You are engaging me to provide legal services in connection with the specific matter described above. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless you engage me after completion of this matter to provide additional advice on issues arising from this matter, I will have no continuing obligation to advise you with respect to future legal developments.

3. *Fees and Expenses.* My fees will be based primarily on my time spent on the matter charged at my billing rate. My billing rate for this representation will be \$300 per hour. Travel time in which no work is being done is billed at travel expense plus \$50 per hour. Work done by my legal assistant(s) is billed at \$75 per hour. These billing rates are subject to change from time to time, but I will notify you at least 60 days in advance of any change in these rates. Other factors may be taken into consideration in determining my fees including the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitations imposed by you, the benefit resulting to the Client, and any unforeseen circumstances arising in the course of my representation.

I will include on my monthly invoices separate charges for performing services such as large photocopying jobs, messenger and delivery service, travel, long-distance telephone, and search and filing fees. I do not charge clients for faxes, internal copy jobs of fewer than 25 copies, Westlaw research, secretarial overtime or supplies. With each bill, I will provide detailed information concerning the time expended by me and any legal assistants in connection with the work covered by the bill. At your request, I can also provide the detailed information maintained in my accounting database about each invoiced item.

Statements normally will be rendered monthly for work performed and expenses recorded during the previous calendar month. Payment is due within 60 days of receipt of my statement. If any statement remains unpaid for more than 60 days, interest will accrue at the rate of 5% per annum, or the highest rate allowed by law, whichever is less. If any statement remains unpaid for more than 90 days, I may suspend performing services for the Client until arrangements have been made for payment of outstanding statements and the payment of future fees and expenses.

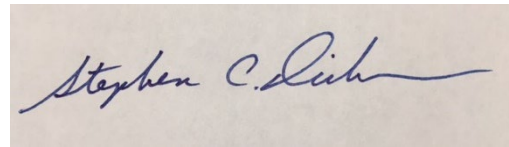
The fees and costs relating to this matter are not predictable. Accordingly, I have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of my fees and costs is in no way contingent on the ultimate outcome of the matter.

4. *Client Responsibilities.* You agree to cooperate fully with me and to promptly provide all information known or available to you relevant to my representation.

5. *Conflicts.* You should be aware that I may represent various other companies, cities, districts, and individuals. It is possible that during the time that I am performing legal services for the Client, some of my present or future clients might have disputes or transactions with the Client. You agree that I may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to my work for the Client even if the interests of such other clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of my legal services for the Client, I have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the Client's material disadvantage.

I trust that these terms are satisfactory and agreeable to you. If so, please so indicate by having an authorized representative of the Client sign in the space below and return it to me (a scanned copy E-mailed to me is sufficient). Once again, I am pleased to have this opportunity to work with you on this matter, and as always, I will endeavor to provide high quality and efficient legal services. Please call me if you have any questions or comments about this engagement letter or otherwise during the course of my representation.

Very truly yours,



---

Stephen C. Dickman  
State Bar License No. 05836500

**Agreed and Accepted:**

**City of Kaufman**

\_\_\_\_\_  
[Signature of Authorized Representative]

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name Printed]

\_\_\_\_\_  
[Title]



**Meeting**  
**Date: 6/22/2026**

**Date: 04/29/2026**

**Item #: 12.**

**Dept.: Police**

**Ordinance**

**SUBJECT:**

Consider and take appropriate action on Ordinance O-09-26, an ordinance of the City Council of the City of Kaufman, Texas, repealing Section 3.01.013, "Fowl" and Section 3.02.010, "Limitation on Number" of Chapter 3 "Animal Control" of the Kaufman Code of Ordinances, by repealing Section 3.01.013, "Fowl" and Section 3.02.010, "Limitation on Number" and by adopting a new Section 3.01.013 "Fowl" regulating the keeping of various species of fowl, and adopting a new Section 3.02.010 "Limitation on Number of Animals" to provide for the maximum number of dogs and cats allowed upon a property within the City limits; providing a penalty of fine for violation; and providing an effective date.

**BACKGROUND:**

This ordinance amends Chapter 3 of the Code of Ordinances relating to the keeping of fowl and the limitation on the number of dogs and cats permitted on residential properties.

First, the ordinance establishes a definition for "fowl," which is not currently defined in the City's Code of Ordinances. The proposed definition includes birds commonly considered poultry, including but not limited to chickens, ducks, geese, guinea fowl, turkeys, pigeons, and other similarly sized birds. Domestic pet birds are specifically excluded from this definition. The ordinance also adds regulations governing the confinement of fowl, including limiting residential properties to a maximum of six (6) hens and establishing minimum setback requirements from inhabited dwellings and property lines for enclosures housing fowl.

Second, the ordinance amends regulations governing the maximum number of dogs and cats permitted on a property. The current ordinance limits the number of "grown dogs or cats," which are defined as animals six months of age or older or dogs weighing more than 30 pounds. This definition has created a loophole that allows an unlimited number of smaller dogs or cats to be kept on a property if they do not meet the definition of a "grown" animal. The proposed amendment simplifies the regulation by limiting residential properties to a maximum of four (4) dogs and/or cats, regardless of size. Dogs and cats under four (4) months of age will not be counted toward the limit, allowing residents to temporarily keep litters of puppies or kittens while preventing the long-term maintenance of animal populations that exceed the established limit.

These amendments are intended to provide clearer regulations, address existing enforcement challenges, and promote compatibility between residential uses and animal keeping activities within the City.

**Author:**  
Les Edwards, Police Chief

**Reviewed:**  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of Ordinance O-09-26 as presented.**

<b>Safe &amp; Secure</b>	<b>Business Friendly/Economic Development</b>	<b>Partnership &amp; Community Involvement</b>	<b>Healthy &amp; Environmentally Cons. Comm.</b>	<b>Financial &amp; OPS Stewardship</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## ORDINANCE O-09-26

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AMENDING THE CITY OF KAUFMAN CODE OF ORDINANCES BY AMENDING CHAPTER 3 “ANIMAL CONTROL”, ARTICLE 3.01 “DEFINITIONS” BY ADDING THE DEFINITION OF FOWL, BY AMENDING ARTICLE 3.01 “GENERAL PROVISIONS”, BY REPEALING SECTION 3.01.013 “FOWL” AND ADOPTING A NEW SECTION 3.01.013 RELATING TO THE KEEPING OF FOWL AND AMENDING CHAPTER 3 “ANIMAL CONTROL,” ARTICLE 3.02 “DOGS AND CATS” BY REPEALING SECTION 3.02.010 “LIMITATION ON NUMBER” AND ADOPTING A NEW SECTION 3.02.010 “LIMITATION AND NUMBER OF ANIMALS” RELATING TO THE NUMBER OF DOGS AND CATS ALLOWED ON ONE PROPERTY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council previously adopted an ordinance provision codified at Chapter 3 “Animal Control”, Article 01 “General Provisions”, Section 3.013 “Fowl” which regulates the keeping of fowls; and

**WHEREAS**, the City Council previously adopted Ordinance O-10-99 codified at Chapter 3 “Animal Control”, Article 01 “General Provisions”, Section 3.01.013 “Fowl” which regulates the keeping of fowls; and

**WHEREAS**, the City Council previously adopted Ordinance O-10-99 codified at Chapter 3 “Animal Control”, Article 02 “Dogs and Cats”, Section 3.02.010 “Limitation on number” which regulates the number of dogs and cats allowed to be kept by a person; and

**WHEREAS**, the City Council has determined it appropriate to amend Section 3.01.001 by adding the definition of “Fowl,” and repeal the existing Sections 3.01.013 and 3.02.010 and adopt new Sections 3.01.013 and 3.02.010 to specifically address the quantity of fowl, dogs, and cats a person can keep within the boundaries of the City of Kaufman; and

**WHEREAS**, the City Council has reviewed the proposed revisions to Chapter 3, Article 01, Section 3.01.001 “Definitions”, Section 3.01.013 “Fowl”, and Chapter 3, Article 02, Section 3.02.010 “Limitation on number”, as set forth below and has determined that the proposed amendment to the number of fowl,

dogs, and cats promotes the health and safety of the citizens of Kaufman thus furthering the health, safety and welfare of the public.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS:**

**SECTION 1. INCORPORATION OF PREMISES.** The above and foregoing premises are true and correct legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

**SECTION 2. AMENDMENTS.**

**2.01.** Section 3.01.001 “Definitions” of Article 3.01, “General Provisions” of Chapter 3, “Animal Control” of the Code of Ordinances is hereby amended to adopt a new definition for the term “Fowl” which shall be entered in alphabetical order in Section 3.01.001 and which shall be and read in its entirety as follows, and all other definitions contained in Section 3,01.001 of Article 3.01, Chapter 3 not expressly amended hereby shall remain in full force and effect:

**§ 3.01.001 Definitions**

...

**Fowl**

Birds commonly considered poultry and including, but not limited to chickens, ducks, geese, guinea fowl, pea fowl, turkeys, pigeons, quail, pheasant, and other similar size birds. For purposes of this chapter, the term “fowl” shall not include domestic pet birds.”

...

**2.02.** Section 3.01.013 “Fowl”, of Article 3.01, “General Provisions” of Chapter 3, “Animal Control” of the Code of Ordinances is hereby repealed in its entirety and a new Section 3.01.013, “Fowl” is hereby adopted to be and read in its entirety as follows and all other sections and subsections of Article 3.01, Chapter 3 not amended hereby shall remain in full force and effect:

**“§ 3.01.013 Fowl.**

**(a) Fowl At Large.** It shall be unlawful and a violation of this Article for any Person raising or keeping or harboring chickens, turkeys, ducks, geese, guineas, pigeons, or other Fowl whether owned by such person or under the control of such person, to permit any such fowl to be At Large upon the public streets, avenues, or alleys of the City or to permit such chickens, ducks, geese, guinea fowl, pea fowl, turkeys, pigeons, quail, pheasant, and other similar size birds to be At Large

or to go upon the premises owned or in possession of or under the control of any other person in the city.

**(b) Confinement of Fowl in Enclosures.** No Person shall keep more than **six (6) hens** on property zoned or located within an area zoned for residential use within the City. Each Person raising or keeping or harboring chickens, turkeys, ducks, geese, guineas, pigeons, or other fowl shall keep such animals in a pen, coop or other type of enclosure located a minimum distance of **twenty-five (25) feet** from the nearest inhabited dwelling, other than the dwelling of the property owner. Additionally, the pen, coop, or enclosure housing such animals shall be located a minimum distance of **fifteen (15) feet** from all property lines of the owner.

**(c) Cleanliness of Enclosures.** It shall be the duty of every person raising or harboring chickens, turkeys, ducks, geese, guineas, pigeons, or other fowl to keep the pen, coop, or other enclosure required by subsection (b) of this section in a sanitary condition so that it shall not at any time cause odor or other conditions offensive to adjacent neighbors or to the public. It shall be unlawful for a Person to allow or permit a cumulation of animal waste or matter in or around the property upon which animals are kept, including without limitation, any structure on the property, a pen, coop, or other enclosure. ”

**2.03.** Section 3.02.010 “Limitation on Number” of Article 3.02 “Dogs and Cats”, of Chapter 3, “Animal Control” of the Code of Ordinances of the City is hereby repealed in its entirety and a new Section 3.02.010, “Limitation on Number of Animals” is hereby adopted to be and read in its entirety as follows and all other sections and subsections of Article 3.02, Chapter 3 not amended hereby shall remain in full force and effect:

**“§ 3.02.010 Limitation on Number of Animals.**

“It shall be unlawful and a violation of this Article for any Person to keep, maintain or raise, allow, permit to be kept, maintained or raised, at any one time, any combination of Dogs and/or Cats totaling more than four (4) animals upon a property within the City limits whether such animals are located in any house, barn, building, shack, shed, yard, open space, or other place upon the property. Dogs and cats under four (4) months of age shall not be counted for purposes of this Section.”

**SECTION 3. PENALTY.** Any person who violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a Class C Misdemeanor and shall be fined a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**SECTION 4. CUMULATIVE REPEALER/SAVINGS.** This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 5. SEVERABILITY.** If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and publication of its Caption as required by law and Charter.

**PASSED AND ADOPTED** this 22nd day of June 2026.

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JEFF JORDAN  
MAYOR

**ATTEST:**

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JESSIE HANKS  
CITY SECRETARY

**APPROVED AS TO FORM:**

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M. ANN MONTGOMERY  
CITY ATTORNEY



**Meeting**  
**Date: 6/22/2026**

**Date: 06/02/2026**

**Item #: 13.**

**Dept.: Administration**

**Ordinance**

**SUBJECT:**

Consider and take appropriate action on Ordinance O-10-26, an Ordinance of the City Council of the City of Kaufman, Texas, repealing Ordinance No. O-26-25 and amending Section A8.002, "Water Rates", and Section A8.003, "Sewer Rates", of Article A8.000, "Utilities", of Appendix A, "Fee Schedule", of the Code of Ordinances of the City of Kaufman to amend by removing the calculation for the base fee for the Multi-unit Type of Service for water and sewer services; providing for the incorporation of premises; providing for enforcement; and providing for publication and an effective date.

**BACKGROUND:**

This ordinance amends the City's water and sewer rate schedules by removing the statement that establishes multi-unit service base fees at 75 percent of the corresponding residential or commercial base fee. Specifically, the ordinance removes the following language from both the water and sewer rate sections pertaining to Multi-Unit Types of Service:

"This base fee will be at a rate equivalent to 75 percent of the similar regular base fee (Example: multi-unit family rate = residential rate × 75%; multi-unit commercial rate = commercial rate × 75%)."

The referenced language is inconsistent with the water and sewer rates currently adopted by the City through Ordinance O-26-25. The rates established by Ordinance O-26-25 were developed and approved in conjunction with the City's utility rate study and supersede the 75 percent calculation methodology. This amendment is intended to eliminate the conflicting language and ensure the City's Code accurately reflects the utility rates currently in effect.

**Author:**  
Mike Holder, City Manager

**Reviewed:**  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of Ordinance O-10-26 as presented.**

**CITY OF KAUFMAN, TEXAS  
ORDINANCE NO. O-10-26**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AMENDING APPENDIX A “FEE SCHEDULE” OF THE CITY OF KAUFMAN’S CODE OF ORDINANCE TO REPEALING SUBSECTIONS A8.002(A)(5) AND A8.003(A)(4) OF ARTICLE A8.000 “UTILITIES” AND ADOPTING NEW SUBSECTIONS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR REPEAL AND ADOPTION; PROVIDING A PENALTY; PROVIDING A CUMULATIVE REPEALER AND SAVINGS CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Kaufman, Texas, has the authority to adopt and amend fees; and

**WHEREAS**, the City Council finds that a consistent and ongoing review of the City’s fee schedule is necessary; and

**WHEREAS**, upon review of the City’s current ordinance, there was a conflicting statement regarding Multi-unit Types of Services; and

**WHEREAS**, the City Council finds that the removal of the statement addressing the base rate for Multi-unit type of service being equivalent to 75 percent of the similar regular bass fee for water and sewer rates; and

**WHEREAS**, the City Council finds it to be in the best interest of the citizens of Kaufman to adopt this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS:**

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

**Section 2.** That Subsection (a)(5) of Section A8.002, “Water Rates”, of Article A8.000, “Utilities”, of Appendix A, “Fee Schedule”, of the Code of Ordinances, City of Kaufman, Texas is hereby repealed and a new, Subsection (a)(5) is hereby adopted to be and read in its entirety as follows and all other sections and subsections of Section A8.002 of Article A8.000 not expressly amended hereby shall remain in full force and effect:

**A8.002 Water rates.**

(a) Types of service

...

“(5) Multi-unit: One master meter serving more than one residential or commercial unit. Multi-unit residential is described as any one master meter serving more than one residential dwelling, including, but not limited to, duplexes, triplexes, apartments, and mobile home parks. Multi-unit commercial is described as one master meter serving more than one nonresidential unit, business enterprise, church or public school. Multi-unit billing will include one base fee for each unit served by a master meter. A corresponding 1,000 gallons of water for each unit will be included in the minimum bill.”

...

**Section 3.** That Subsection (a)(4) of Section A8.003, “Sewer Rates”, of Article A8.000, “Utilities”, of Appendix A, “Fee Schedule”, of the Code of Ordinances, City of Kaufman, Texas, is hereby repealed and a new Subsection (a)(4) of Section A8.003, “Sewer Rates” is hereby adopted to be and read in its entirety as follows and all other sections and subsections of Section A8.003, of Article A8.000 not expressly amended hereby shall remain in full force and effect:

**A8.003 Sewer rates.**

(a) Types of service

...

“(4) Multi-unit: One master meter serving more than one residential or commercial unit. Multi-unit residential is described as any one master meter serving more than one residential dwelling, including, but not limited to, duplexes, triplexes, apartments, and mobile home parks. Multi-unit commercial is described as one master meter serving more than one nonresidential unit, business enterprise, church, or public school. Multi-unit billing will include one base fee for each unit served by a master meter.”

...

**Section 4. Penalty.** Any person who intentionally, knowingly, recklessly, or negligently violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a Class C Misdemeanor and shall be fined a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**Section 5. Severability.** It is hereby declared to be the intention of the City Council of Kaufman, Texas, that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such constitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance, since they would have been entered by the City Council without the incorporation of this Ordinance of unconstitutional or invalid sections, paragraphs, sentences, clauses or phrases.

**Section 6. Cumulative Repealer/Savings.** This Ordinance shall be cumulative of all other Ordinances, except as provided within, and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**Section 7.** If any section, subsection, clause, phrase, or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 8. Effective Date.** This Ordinance shall become effective immediately upon its passage and publication of its caption as required by law and Charter.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of June 2026.

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**JEFF JORDAN**  
**MAYOR**

**ATTEST:**

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**JESSIE HANKS  
CITY SECRETARY**

**APPROVED AS TO FORM:**

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**M. ANN MONTGOMERY  
CITY ATTORNEY**



Meeting  
Date: 6/22/2026

Date: 06/03/2026

Item #: 14.

Dept.: Administration

**Ordinance**

**SUBJECT:**

Consider and take appropriate action regarding Ordinance O-11-26, an ordinance of the City Council of the City of Kaufman, amending the City of Kaufman Personnel Policies Manual, amending Subsection (a) "Adoption of Personnel Policies Manual." of Section 2.03.001 "Personnel Policies Manual Adopted; Repeal of Conflicting Provisions", of Article 2.03, "Personnel Regulations" of Chapter 2, "Administration and Personnel" of the Code of Ordinances; and providing an effective date.

**BACKGROUND:**

Staff recommends no action be taken on this item.

Author:  
Mike Holder, City Manager

Reviewed:  
Mike Holder, City Manager

**Cost:** **Funds Available:** **Source:**

**Recommendation: Staff recommends no action be taken on this item.**

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Meeting  
Date: 6/22/2026

Date: 06/08/2026

Item #: 15.

Dept.: Administration

**Resolution**

**SUBJECT:**

Consider and take appropriate action on Resolution R-10-26, a resolution of the City Council of the City of Kaufman, Texas, designating certain officials as being responsible for and acting for, and on behalf of, the City of Kaufman in connection with the Texas Parks & Wildlife Department for the purpose of participating in the Local Park Grant Program; certifying that the City of Kaufman is eligible to receive program assistance; certifying that the City of Kaufman matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses.

**BACKGROUND:**

The City of Kaufman intends to apply for the Local Parks Grant Program through Texas Parks and Wildlife to design and construct Kings Fort Park in the Georgetown at Kings Fort neighborhood. The grant is a 50/50 matching grant for up to \$1.5 million (including the match). If awarded, the City of Kaufman would receive up to \$750,000. The Resolution would designate Assistant City Manager Rachel Balthrop Mendoza as the City Official responsible for submitting, signing, and managing the grant on the City's behalf. The developer of Georgetown has transferred ownership of the property used for the park to the City and provided additional funds to help with the cost of constructing the park.

The deadline for the application is August 1, 2026.

Author:  
Rachel Balthrop Mendoza, Assistant City  
Manager

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of Resolution R-10-26 as presented.**

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**RESOLUTION NO. R-10-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR AND ACTING FOR, AND ON BEHALF OF, THE CITY OF KAUFMAN IN CONNECTION WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM; PROVIDING FOR THE INCORPORATION OF PREMISES; CERTIFYING THAT THE CITY OF KAUFMAN IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE CITY OF KAUFMAN MATCHING SHARE IS READILY AVAILABLE; DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kaufman is fully eligible to receive assistance under the Texas Parks & Wildlife Department Local Park Grant Program; and

**WHEREAS**, the City of Kaufman is desirous of authorizing an official to represent and act for and on behalf of the City of Kaufman in connection with the Texas Parks & Wildlife Department concerning the Local Park Grant Program; and

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

**Section 1.** That the above premises are hereby declared to be true and accurate and are hereby incorporated as if set forth fully herein.

**Section 2.** That the City of Kaufman hereby certifies that it is eligible to receive assistance under the Texas Parks & Wildlife Local Park Grant Program, and that notice of the application has been posted according to local public hearing requirements.

**Section 2.** That the City of Kaufman hereby certifies that the matching share for such application is readily available at this time.

**Section 3.** That the City of Kaufman hereby authorizes and directs the Assistant City Manager to act for the City of Kaufman in connection with the Texas Park and Wildlife Department for the purpose of the Local Park Grant Program, and that the Assistant City Manager is hereby officially designated as the representative in this regard.

**Section 4.** That the City of Kaufman hereby specifically authorizes the designated representative to make application to the Texas Parks and Wildlife Department concerning the site to be known as Kings Fort Park in the City of Kaufman for use as a park site. Any acquisition shall be dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity. Projects with federal monies may have differing requirements.

**Section 5.** That this Resolution shall be in effect immediately upon its adoption.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of June, 2026.

**APPROVED:**

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**JEFF JORDAN  
MAYOR**

**ATTEST:**

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**JESSIE HANKS  
CITY SECRETARY**

**APPROVED AS TO FORM:**

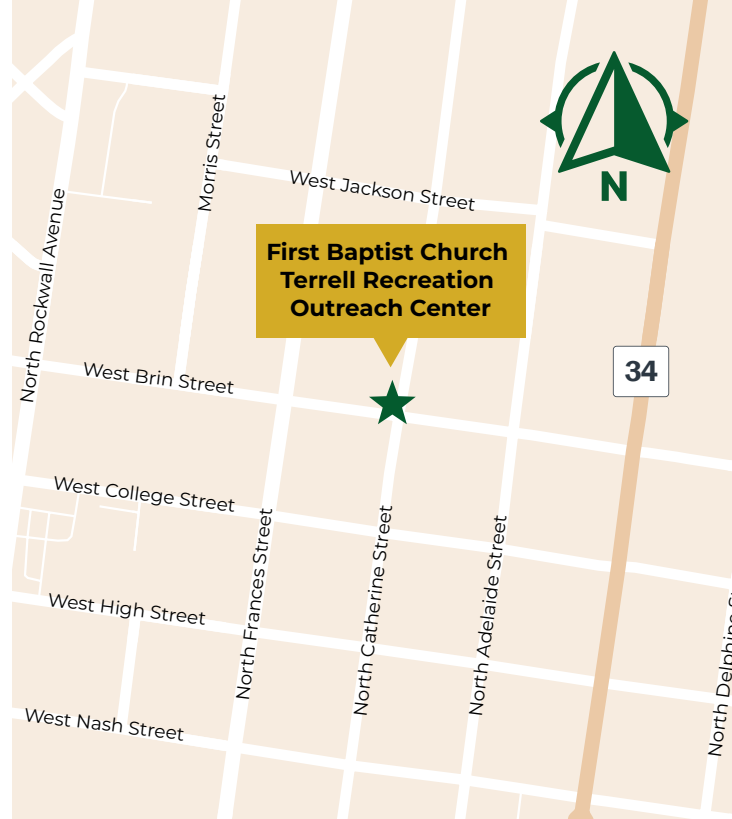
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**M. ANN MONTGOMERY  
CITY ATTORNEY**



# In-Person Public Hearing with Virtual Option

CSJ: 0918-11-109

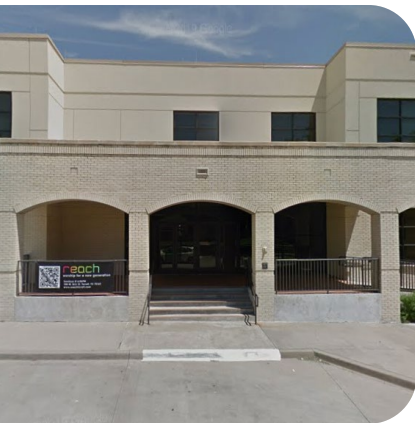


**Kaufman County and TxDOT are hosting a Public Hearing to discuss the proposed Kaufman County Outer Loop.**

The Kaufman County Outer Loop project is part of a larger effort toward greater regional connectivity, leading to improved access across the region and creating a positive impact on congested urban areas in DFW and Kaufman County.

At the public hearing, attendees will review and comment on the preferred alignment, learn about the environmental studies completed to date, and discuss next steps with the project team. Materials shown at the in-person option will be identical to what is posted online, providing the public an opportunity to review the materials on their own time if they choose to do so.

## In-Person Public Hearing



### **First Baptist Church Terrell Recreation Outreach Center**

100 W Brin St.  
Terrell, TX 75160

Tuesday, June 30,  
2026

5 - 7 p.m.

## Virtual Public Hearing\*

The virtual hearing will consist of a pre-recorded video presentation and will include both audio and visual components. The presentation will be posted online by Tuesday, June 30, 2026, at 5 p.m.

The presentation will be available for viewing at the web address indicated below until at least Thursday, July 30, 2026 at 11:59 p.m.

To log onto the virtual public hearing, go to:

[kaufmanouterloop.com](http://kaufmanouterloop.com)

\*The virtual public hearing is not a live event and can be viewed anytime. Please note, the information shown at the in-person and virtual public hearings is identical.

## Contact



**Brian Swindell**  
Project Manager



[connect@kaufmanouterloop.com](mailto:connect@kaufmanouterloop.com)



(972) 960-4431

# Notice of Draft Environmental Assessment and In-Person Public Hearing with Virtual Option

## Kaufman County Outer Loop

From SH 205 to FM 148

| CSJ: 0918-11-109

| Kaufman County, Texas

Kaufman County and the Texas Department of Transportation (TxDOT) are proposing to construct a new alignment in Kaufman County, connecting at State Highway 205 (SH 205) to FM 148, with interchanges at US Highway 80 and I-20 in Kaufman County, Texas. This notice advises the public that a draft Environmental Assessment (EA) is available for public review and that Kaufman County and TxDOT will be conducting an in-person public hearing on the proposed project with a virtual option. **The in-person option will be held on Tuesday, June 30, 2026, from 5 to 7 p.m. at First Baptist Church Terrell – Recreation Outreach Center, located at 100 W Brin St., Terrell, TX 75160.** The in-person option will be held in an open house format. In-person attendees will be able to view the same presentation delivered in the virtual public hearing, which will be playing on a screen, review hard copies of project materials, ask questions of Kaufman County staff, TxDOT staff and/or consultants, and leave written comments.

Additionally, Kaufman County and TxDOT are providing a virtual option for individuals who would like to participate online instead of in person. **The virtual hearing option will consist of a pre-recorded video presentation and will include both audio and visual components. The public hearing materials, including the presentation, meeting boards and schematic will be posted online by Tuesday, June 30, 2026, at 5 p.m.** To view the virtual public hearing, go to the following web address at the date and time indicated above: [kaufmanouterloop.com](http://kaufmanouterloop.com). If you do not have internet access, you may call 972.960.4431 between the hours of 8 a.m. and 5 p.m., Monday through Friday, to ask questions and access project materials during the project development process.

The Kaufman County Outer Loop proposes an 8.31-mile new location north-south urban freeway through Kaufman County from SH 205 to south of I-20 along the western side of the City of Terrell. The project is proposed as a four-lane urban freeway with a wide median and 10-foot shared-use paths. The proposed right of way for the project is usually 500 feet wide.

The proposed project would, subject to final design considerations, require additional right of way and potentially displace one residence and four non-residential structures. Relocation assistance would be available for displaced persons and businesses. The right-of-way acquisition and relocation process will be conducted in accordance with the Federal Uniform Relocation and Real Property Acquisition Policies Act of 1970.

The proposed project would involve construction in wetlands. The proposed project would involve an action in a floodplain.

The draft EA, any maps and drawings showing the project location and design, tentative construction schedules, and other information regarding the proposed project are on file and available for inspection Monday through Friday between the hours of 8 a.m. and 5 p.m. at the City of Terrell, 201 East Nash St., Terrell, Texas 75160, phone number: 972.551.6600. Please ask for Briana Santa Ana or Chris Snapp if you wish to view the materials in person. Project materials are also available online at [kaufmanouterloop.com](http://kaufmanouterloop.com). These materials will also be available in hard copy form for review at the in-person option.

The in-person public hearing and virtual option will be conducted in English. If you need an interpreter or document translator because English is not your primary language or you have difficulty communicating effectively in English, one will be provided to you. If you have a disability and need assistance, special arrangements can be made to accommodate most needs. If you need interpretation or translation services or you are a person with a disability who requires an accommodation to attend and participate in the in-person public hearing or virtual option, please contact Gwen Jurisich at 972.960.4431 no later than 4 p.m. CT, Wednesday, June 24, 2026. Please be aware that advance notice is required as some services and accommodations may require time for Kaufman County to arrange.

Written comments from the public regarding the proposed project are requested and may be submitted by mail to: Kaufman County Outer Loop, HDR Engineering, 17111 Preston Road, Suite 300, Dallas, Texas 75248. Written comments may also be submitted by email to [connect@kaufmanouterloop.com](mailto:connect@kaufmanouterloop.com). **All written comments must be received on or before Thursday, July 30, 2026, at 11:59 p.m.** Additionally, members of the public may call 972.960.4490 and verbally provide testimony from 5 p.m. on Tuesday, June 30, 2026, until 11:59 pm on Thursday, July 30, 2026. Responses to written comments received and public testimony provided will be available online at [kaufmanouterloop.com](http://kaufmanouterloop.com) once they have been prepared.

If you have any general questions or concerns regarding the proposed project or virtual hearing or in-person option, please contact Gwen Jurisich at 972.960.4431.

*The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated July 17, 2025, and executed by FHWA and TxDOT.*

# Aviso sobre el Borrador de la Evaluación Ambiental y Audiencia Pública Presencial con Opción Virtual

## Circuito Exterior del Condado de Kaufman

Desde SH 205 hasta FM 148 | CSJ: 0918-11-109 | Condado de Kaufman, Texas

El Condado de Kaufman y el Departamento de Transporte de Texas (TxDOT) proponen construir un nuevo trazado en el Condado de Kaufman, que conectará la Carretera Estatal 205 (SH 205) con la FM 148, con intercambios viales en la Carretera US Highway 80 y la I-20 en el Condado de Kaufman, Texas. Este aviso informa al público que un borrador de la Evaluación Ambiental (EA) está disponible para su revisión pública y que el Condado de Kaufman y TxDOT llevarán a cabo una audiencia pública presencial sobre el proyecto propuesto, con la opción de participar virtualmente. **La opción presencial se realizará el martes 30 de junio de 2026, de 5:00 p.m. a 7:00 p.m., en First Baptist Church Terrell – Recreation Outreach Center, ubicado en 100 W Brin St., Terrell, TX 75160.** La opción presencial se llevará a cabo en formato de jornada de puertas abiertas. Los asistentes presenciales podrán ver la misma presentación que se ofreció en la audiencia pública virtual, que se reproducirá en una pantalla, revisar copias impresas de los materiales del proyecto, hacer preguntas al personal del Condado de Kaufman, al personal de TxDOT y/o a los consultores, y dejar comentarios escritos.

Además, el Condado de Kaufman y TxDOT ofrecen una opción virtual para quienes deseen participar de manera virtual en lugar de hacerlo en persona. **Esta opción de audiencia virtual consistirá en una presentación de video pregrabada que incluirá componentes de audio y video. Los materiales de la audiencia pública, incluyendo la presentación, los paneles de la reunión y el esquema, se publicarán en línea el martes 30 de junio de 2026 a las 5 p.m.** Para ver la audiencia pública virtual, visite la siguiente página web en la fecha y hora indicadas anteriormente: [kaufmanouterloop.com](http://kaufmanouterloop.com). Si no tiene acceso a internet, puede llamar al 972.960.4431 de lunes a viernes, de 8:00 a.m. a 5:00 p.m., para hacer preguntas y acceder a los materiales del proyecto durante su desarrollo.

El proyecto Kaufman County Outer Loop [Circuito Exterior del Condado de Kaufman] propone una nueva carretera urbana de 8.31 millas de longitud, con orientación norte-sur, a través del Condado de Kaufman desde la SH 205 hasta el sur de la I-20, a lo largo del lado oeste de la ciudad de Terrell. Se propone una carretera urbana de cuatro carriles con una mediana ancha y caminos de uso compartido de 10 pies de ancho. El derecho de vía propuesto para el proyecto suele tener 500 pies de ancho.

El proyecto propuesto, sujeto a las consideraciones de diseño final, requeriría la adquisición de terrenos adicionales y podría implicar el desplazamiento de una vivienda y cuatro estructuras no residenciales. Se ofrecería asistencia para la reubicación a las personas y empresas afectadas. El proceso de adquisición de terrenos y reubicación se llevará a cabo de conformidad con la Ley Federal Uniforme de Políticas de Reubicación y Adquisición de Bienes Inmuebles de 1970.

El proyecto propuesto implicaría la construcción en humedales. El proyecto propuesto implicaría una intervención en una llanura aluvial.

El borrador de la Evaluación Ambiental, los mapas y planos que muestran la ubicación y el diseño del proyecto, los cronogramas de construcción tentativos y demás información relativa al proyecto propuesto se encuentran archivados y disponibles para su consulta de lunes a viernes, de 8:00 a.m. a 5:00 p.m., en la Ciudad de Terrell, en 201 East Nash St., Terrell, Texas 75160. Teléfono: 972.551.6600. Si desea consultar los documentos personalmente, pregunte por Briana Santa Ana o Chris Snapp. Los materiales del proyecto también están disponibles en línea en [kaufmanouterloop.com](http://kaufmanouterloop.com). Estos materiales también estarán disponibles físicamente para su consulta durante la opción presencial.

La audiencia pública presencial y la opción virtual se llevará a cabo en inglés. Si usted necesita un intérprete o un traductor de documentos porque su idioma principal no es el inglés o tiene alguna dificultad para comunicarse eficazmente en inglés, se le proporcionará uno. Si usted tiene alguna discapacidad y necesita ayuda, se pueden hacer arreglos especiales para atender la mayoría de las necesidades. Si usted necesita servicios de interpretación o traducción o usted es una persona con alguna discapacidad que requiera una adaptación para asistir y participar en la Audiencia pública presencial o opción virtual, por favor póngase en contacto con Gwen Jurisich, al número 972.960.4431 a más tardar a las 4:00 p.m. hora central, 24 de junio de 2026. Por favor sepa que es necesario dar aviso con anticipación, ya que algunos servicios y adaptaciones pueden requerir tiempo para que Kaufman County los organice.

Se solicitan comentarios por escrito del público sobre el proyecto propuesto, los cuales pueden enviarse por correo postal a: Kaufman County Outer Loop, HDR Engineering, 17111 Preston Road, Suite 300, Dallas, Texas 75248. También pueden enviarse por correo electrónico a [connect@kaufmanouterloop.com](mailto:connect@kaufmanouterloop.com). **Todos los comentarios por escrito deben recibirse a más tardar el jueves 30 de julio de 2026 a las 11:59 p.m.** Además, los miembros del público pueden llamar al 972.960.4490 y brindar testimonio verbalmente desde las 5:00 p.m. del martes 30 de junio de 2026 hasta las 11:59 p.m. del jueves 30 de julio de 2026. Las respuestas a los comentarios por escrito recibidos y los testimonios públicos presentados estarán disponibles en línea en [kaufmanouterloop.com](http://kaufmanouterloop.com) una vez que se hayan preparado.

Si tiene alguna pregunta o inquietud general sobre el proyecto propuesto, la audiencia virtual o la opción presencial, comuníquese con Gwen Jurisich al 972.960.4431.

*La revisión ambiental, la consulta y demás medidas exigidas por las leyes ambientales federales aplicables para este proyecto están siendo, o han sido, llevadas a cabo por TxDOT de conformidad con el artículo 327 del Título 23 del Código de los Estados Unidos y un Memorando de Entendimiento fechado el 17 de julio de 2025 y firmado por la FHWA y TxDOT.*



PRESENTED BY:



*Saturday July 4*

**9:00 AM: INDEPENDENCE PARADE**

**FOLLOWED BY STARS & STRIDE STROLLING PARADE**



**6:00 PM: KAUFMAN SPORTS COMPLEX**

**\$20 PER CARLOAD. CASH ONLY.**

**FIREWORKS AFTER DARK**

Kaufman Sports Complex

595 Terrell Hwy, Kaufman, TX 75142

Get in Touch

972-932-7440

[civiccenter@kaufmantx.org](mailto:civiccenter@kaufmantx.org)

[www.kaufmantx.org](http://www.kaufmantx.org)

## DISCUSSION ITEMS REPORT (DIR)

Project Title	Department	Agenda Date	Entered Date	Status/Notes	Strategy Map
Thoroughfare Plan Update	Development Serv	TBD	10/23/2018	Comp Plan	2,5
Bldg Standards Commission Ordinance	Development Serv	9/1/2019	10/23/2018	BSC to review	4
City Lakes Emer Action Plan	Public Works	TBD	8/7/2019		5
Washington Street Utility Relocation	Admin/PW	TBD	10/1/2019	SUE forwarded to TxDOT	2,5
Comprehensive Plan	Admin		8/26/2020	In Progress	2,3,4,5
Street Maintenance Program	Public Works		1/29/2021	Budget Approved, Phase 1 & 2 complete. Start Phase 3.	2,4,5
Storm Drainage Projects	Public Works		1/29/2021	Phase 2 Under Construction	2,4,5
Kings Fort Park	PW/Admin		7/27/2022	On hold	3,4,5
Hike & Bike Trail	Admin		7/27/2022	Master Concept Plan & First Segment complete	3,4,5
Arts Council	Admin	TBD	3/15/2023	Public Private Partnership	3,4
Crestview/Royal Reconstruction	Public Works		9/1/2023	Construction Underway	5
Phillip's Drainage	Public Works		9/1/2023	Construction Underway	5
HWY 34 Property	Admin		1/30/2024	Need Demo Quote	4
Public Works Facility	Admin		7/16/2024	Working on Site Plan	5
WWTP	PW/Admin		7/16/2024	Schneider IGA approved June 2024	2,4,5
TxDOT Property	Admin/EDC		1/30/2024	City closed on the property and working with developer	2,5
Heritage Park	Admin	TBD	1/23/2025	On Pause	2,3

## DISCUSSION ITEMS REPORT (DIR)

### COMPLETED

Project Title	Project Lead	Agenda Date	Entered Date	Status/Notes	
PID Creation Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Creation Ordinance Amendment	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Project Reprioritization Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
Home Improvement Incentive Program	Development Serv	11/13/2018	10/23/2018	Complete	
Budget Book Submission to GFOA	Finance		10/23/2018	Complete	
Interlocal Agreement w/County for PID	Finance		10/30/2018	PID Assessment for Georgetown in 2020	
WWTP Priority Project List	Public Works	11/13/2018	10/23/2018	Mark Hill - Consultant	
2600 Commerce Way Permit Ready	Development Serv	NA	11/6/2018	Complete Permit Issued 11/26/2018	
600 N Nash KC Street Barn Permit Issued	Development Serv	NA	11/6/2018	Complete Finaled 01/04/2019	
Rev Ch 22 & 46 7500SF F Sprinkler Req	Development Serv	01/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks & Rec	8/5/2019	10/23/2018	Approved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 ByPass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finanlized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5
Greenlight City/EDC Marketing	Admin/EDC		6/16/2020	Greenlight Retainer	1,2

Discussion Item Report (DIR)  
Completed

Kaufman Square Speakers	Admin/PW	TBD	10/22/2019	Installation Complete	2,3
Fire Department 5 Year Plan	FD		8/26/2020	Presented at Council Retreat 4/2021	2,5
TIRZ #2	Admin		8/6/2020	PPFP Approved 082420	2,3,4
Tabor Parkway Expansion	PW/Admin			Complete	2,3,5
IT Services RFP	Admin		1/6/2022	Contract award 2/28/22	1,5
Marlow Development	Development Serv	4/22/2019	10/23/2018	Construction Underway	2
Recodification of City Ordinances	Admin	11/13/2018	10/23/2018	Franklin Review	5
Kaufman Estates	PW/Admin	10/28/2019		No Action	5
Sports Complex Parking Lot Paving	PW/Admin	4/25/2022	4/26/2022	Completed	4
Digital Gateway Signage	Admin	TBD	8/17/2020	Could not get an approved site	2,3
Former Senior Center Demo	Development Serv		11/8/2021	Property sold and closed 12/29/22	4
Sports Complex Football Fields/Lighting/S	PW/Admin		9/23/2022	Complete	3,4
High Speed Internet	Admin			Suddenlink live/CIP installing	2,3,5
COVID - 19	Admin/Public Safety	TBD	3/11/2020	Action Plan in Place	4,5
Splash Pad	Parks &Rec	TBD	10/23/2018	Completed	2,3,4
Body Cameras	PD		2/2/2021	Completed	1,3,5
Shannon Park Updates	Admin/PW	4/26/2021	4/26/2021	Completed	3,4,5
AMI	Admin/PW		4/29/2021	Installation complete	4,5
Website Update	Admin		1/26/2021	Planning Phase- kick off meeting on 1/30/2023	2,3
City Hall Front Plaza	Admin	TBD	5/15/2023	CM Contingency	4,5
Subdivision Ordinance Update	Development Serv	1/27/2020	10/23/2018	Completed	5
North & South Water Tower Rehab	Public Works		1/29/2021	Completed	4,5
Becker-Jiba Water Contract	Admin		1/30/2024	Approved	3,5
Fire Department Facility Improvements	Admin/Public Safety			Drainage improvements completed/Doors Painted	1,2,5
E. 1st North	Public Works		9/1/2023	Complete	5
South Pointe	Development Serv		2/3/2021	City recovered the property	2,3,4
Connector Road	Admin		4/29/2021	County project underway	2,3,5
Northeast Utility Project	Admin/PW		9/17/2021	Phase 1 Constructed	1,2,3,4,5
City Hall Front Plaza	Admin	TBD	5/15/2023	CM Contingency	4,5
Film Friendly Designation	Admin/KEDC	TBD	9/1/2023	Working w/ Chamber of Commerce	2,3
City Lakes Park/Lower Lake Improvement	Admin/PW		9/23/2021	Working on Cost Estimate and Scope	4
TPW Grant for City Lake Park	Parks &Rec	TBD	12/10/2019	Completed	4,5
Impact Fees	Admin		7/16/2024	Complete	2,4,5

**DATE:** June 8, 2026  
**TO:** Kaufman County  
**FROM:** Teresa Elliott; Project Manager  
**RE:** May 2026 Ridership Report

Demand Reponse	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	2,293	2,367	1,787	2,019	1,793	2,244	2,527	2,504	2,503				20,037
Days of Service	21	23	19	20	17	19	22	20	20				181
Avg. Daily Trips	109	103	94	101	105	118	115	125	125				111
Elderly & Disabled Trips	2,106	2,179	1,584	1,716	1,529	1,850	2,207	2,083	2,120				17,374
E&D Percentage	92%	92%	89%	85%	85%	82%	87%	83%	85%				87%

Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Crandall	42	57	24	40	73	44	175	82	91				628
Forney	565	585	322	519	509	825	708	731	327				5,091
Kaufman	266	292	165	156	331	397	462	408	411				2,888
Kemp	132	97	71	49	83	89	67	53	93				734
Mabank	14	9	3	8	4	6	18	7	0				69
Scurry	8	7	10	7	9	4	5	18	32				100
Terrell	733	800	542	534	583	843	556	604	545				5,740

STARNow	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	3,047	3,360	2,884	2,862	2,336	2,337	2,285	2,845	2,610				24,566
Days of Service	21	23	19	20	17	19	22	20	20				181
Avg. Daily Trips	145	146	152	143	137	123	104	142	131				136
Median Wait Time (mins)	17.46	16.38	16.98	13.70	14.98	15.09	13.68	15.23	15.75				15.47

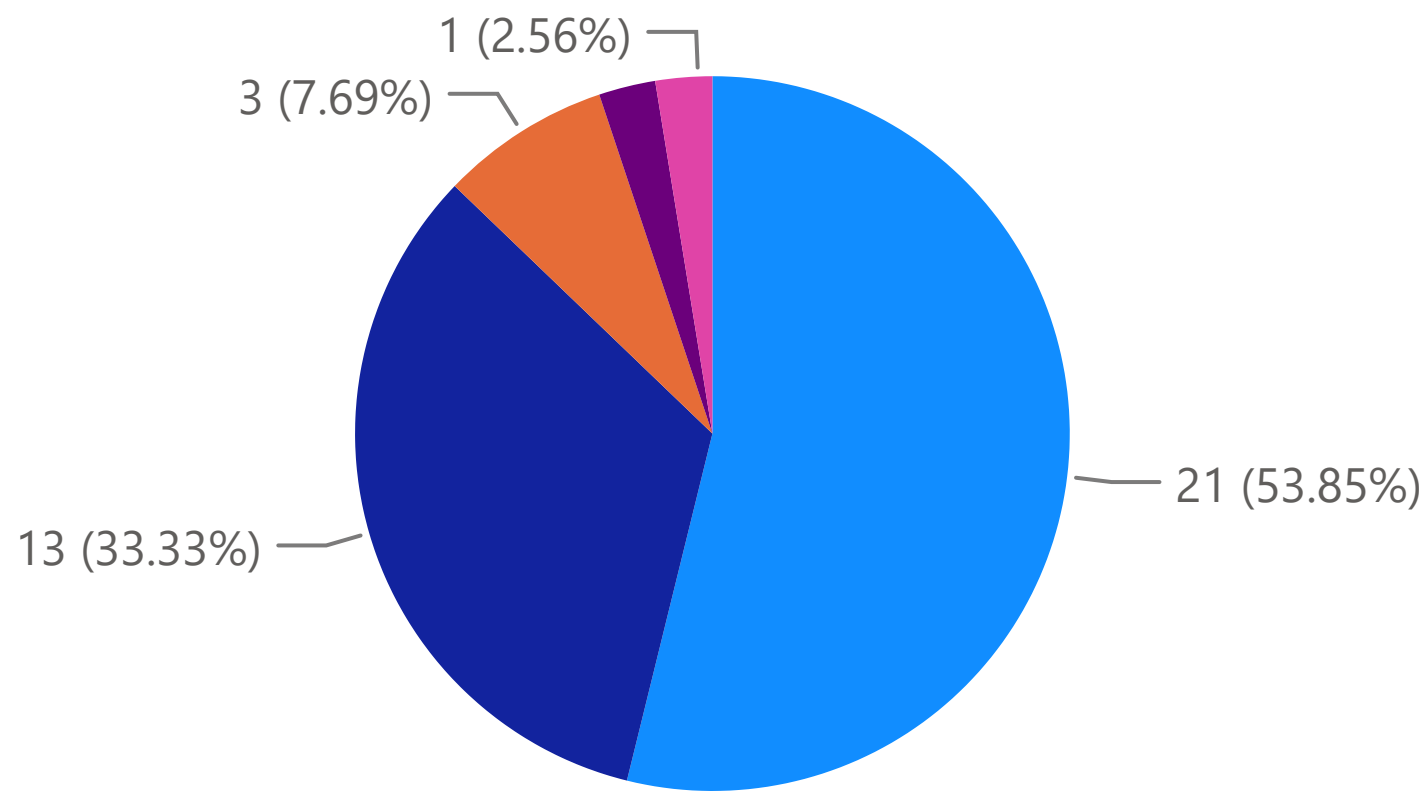
Total Requested Boardings	Completed Boardings	Avg. Boardings Per Service Hr.	Boarding Cancellations	Boarding Cancellations (No-Show)	Cancellation Percentage	Cancellation Percentage (No Show)	Total Requests	Completed Requests
3636	2610	1.47	1003	105	27.76 %	2.91 %	3326	2365
No Drivers Available Requests	Request Cancellations	Request Cancellations (No Show)	Avg. # of Requests per Rider	Avg. Travel Duration	Avg. Travel Distance	Mean Wait Time	Median Wait Time	Bookings from Admin Panel
21	940	100	7.77	12.34 min	4.76 mi	23.74 min	15.75 min	34.33 %
Bookings from Rider Mobile App	Bookings from Rider Web	Flag Down Bookings	Bookings from IVR	Bookings from AI Voice	Bookings from AI Chat	Bookings from Open Bookings	Avg. # Riders per Request	
64.94 %	0 %	0 %	0 %	0.73 %	0 %	0 %	1.1	

STARNow Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Kaufman	115	106	76	101	86	119	120	125	101				949
Forney	1,260	1,508	1,273	1,239	1,013	1,003	1,303	1,261	1,178				11,038
Terrell	1,672	1,746	1,535	1,522	1,237	1,215	862	1,360	1,331				12,480

## City of Kaufman Compliance

Priority ▲	# of Requests	# of Transports	# of Exceptions	Compliance %	Capture Rate
City of Kaufman P1	31	24	3	90%	77%
City of Kaufman P2	98	58	12	88%	59%
City of Kaufman P3	30	24		100%	80%
<b>Total</b>	<b>159</b>	<b>106</b>	<b>15</b>	<b>91%</b>	<b>67%</b>

## Cancel Reason



### Cancel Reason

- AMA Refused Treatment or Transport
- Cancelled by FD - Prior to Arrival
- Cancelled by LE - Prior to Arrival
- ETA Too Long
- False Call/False Alarm

## Dropoff Facilities

Dropoff Fac	Count of Transport	% of Destination ▼
Texas Health Kaufman (KAUF)	70	66%
Baylor Scott & White - Dallas (DBMC)	11	10%
Non Facility	7	7%
Children's Medical Ctr (DCMC)	5	5%
Dallas Regional Medical Center (MDR1)	3	3%
Texas Health Dallas (DPMC)	3	3%
Methodist Dallas Medical Center (DMMC)	2	2%
Texas Health Rockwall (RKPH)	2	2%
Baylor Scott & White - Sunnyvale (SUNV)	1	1%
Medical City Dallas (DMCD)	1	1%
Parkland Hospital (DPKD)	1	1%
<b>Total</b>	<b>106</b>	<b>100%</b>

## Fractile

Fractile Bin	Count of Transport
	23
1) <5 minutes	50
2) 5 to 10 Minutes	61
3) 10 to 20 minutes	18
4) 20 to 30 minutes	3
5) over 30 minutes	4
<b>Total</b>	<b>159</b>

## Average Response Time

00:08:22

# KAUFMAN FIRE DEPARTMENT

## Monthly Report

May 2026



### FIRE PREVENTION



**6**

Development Plans Reviewed



**10**

Fire Safety Inspections



**5:04**

Average Response Time



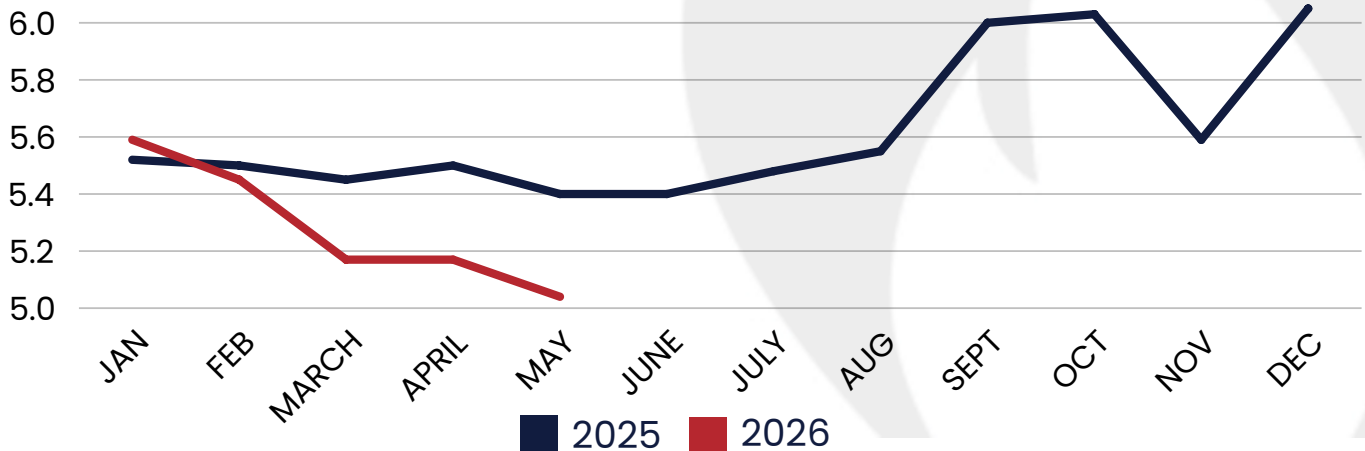
**80**

KIDS AND CITIZENS RECEIVED FIRE PREVENTION PRESENTATIONS

### Departmental Building

- Budget retreat
- Tabletop Fire Response training
- Lieutenants led fire topics training
- Repaired flag pole on the square

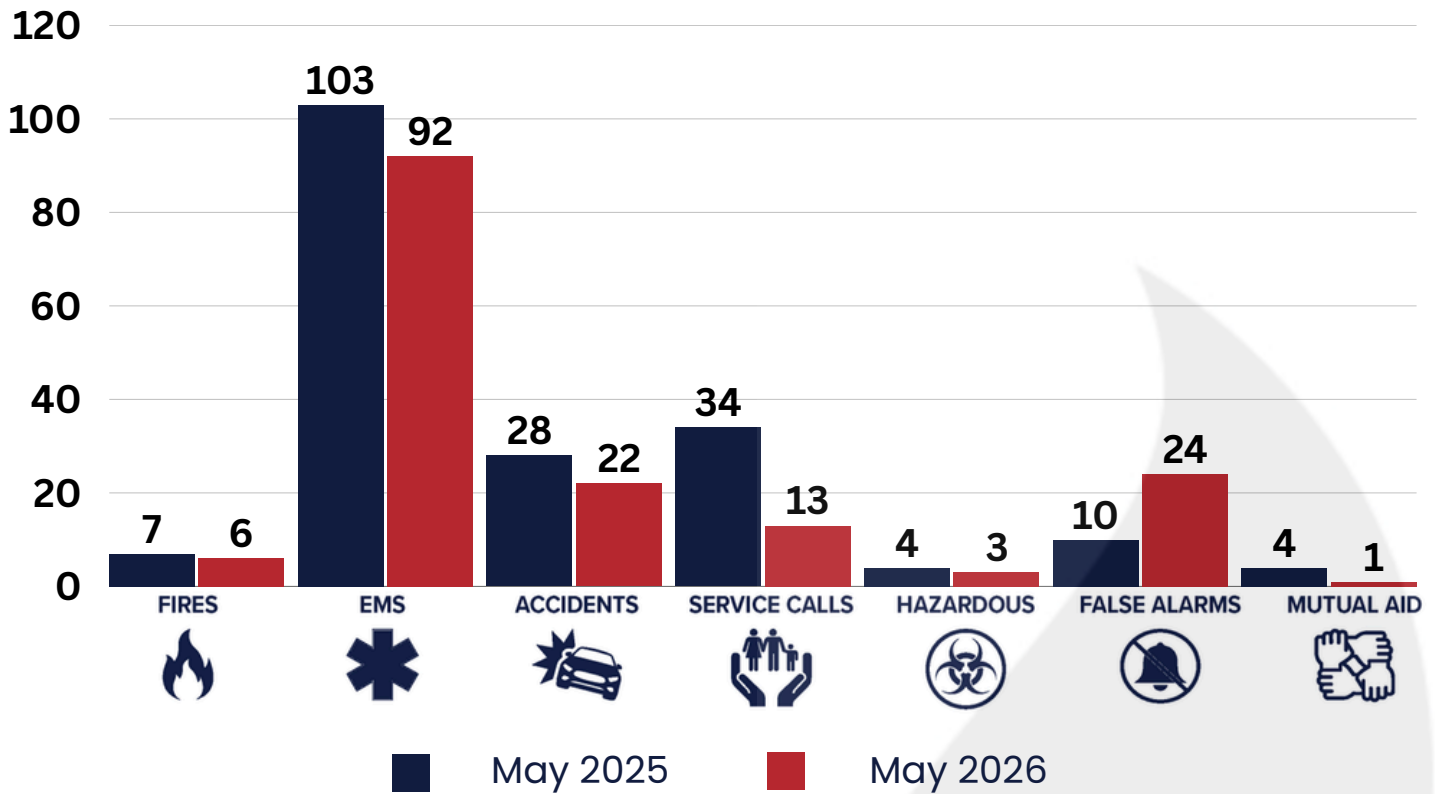
### RESPONSE TIME TREND





# Monthly Report

## Call Volume by Major Category



# KAUFMAN POLICE DEPARTMENT MONTHLY REPORT



MAY 2026



## EVENTS ATTENDED

- Kaufman Chamber of Commerce golf tournament
- Traffic Incident Management Executive Training Course: Mesquite
- Budget retreat: Perot Museum

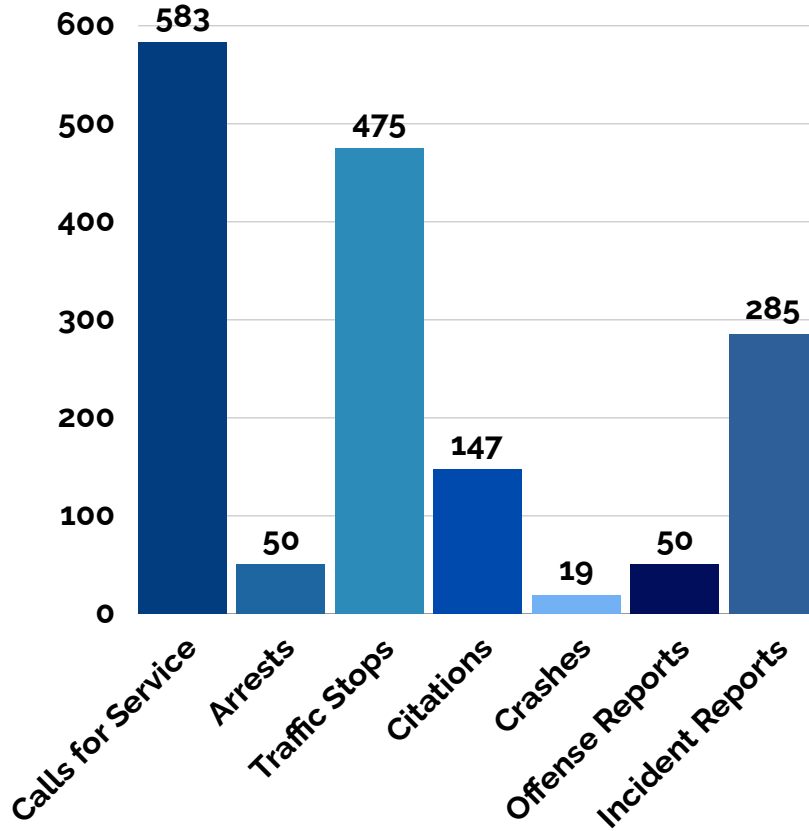
## TRAINING

- 3 cadets in the police academy at Commerce
- Officer Gutierrez attended Auto Theft Training, hosted by the National Insurance Crime Bureau (NICB) in Georgetown.

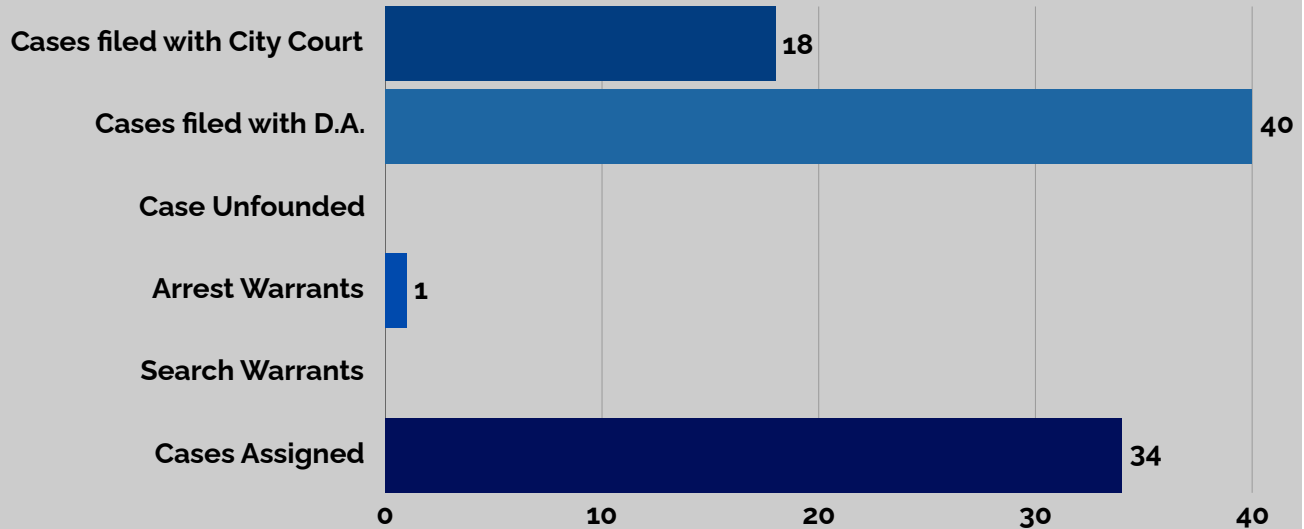


# MONTHLY REPORT

## PATROL DIVISION



## CRIMINAL INVESTIGATION DIVISION





# MONTHLY REPORT

## CODE COMPLIANCE



55  
Total  
Violations



55  
Cases  
Opened/  
First Notice  
Sent



2  
Second  
Notice  
Sent



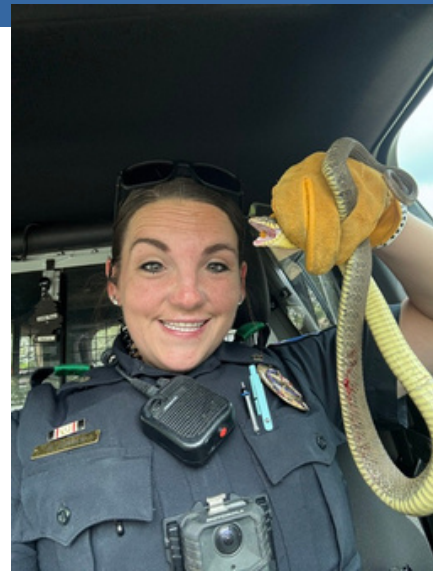
0  
Cases  
Sent to  
Court



37  
Cases  
Closed

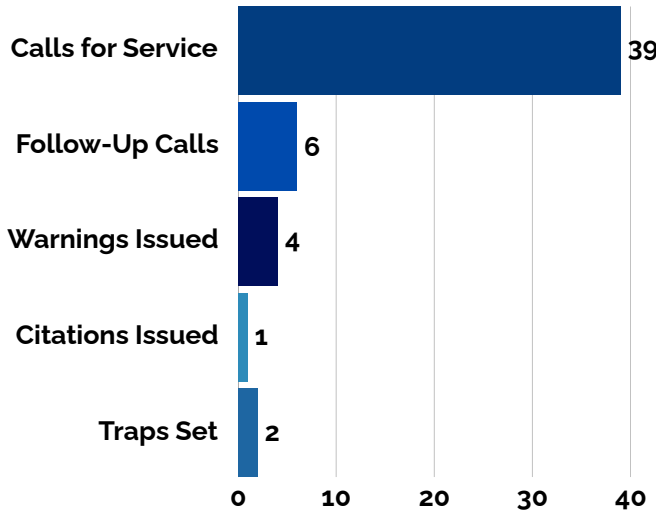


15  
Active  
Cases



## ANIMAL SERVICES

### SUMMARY OF ACTIVITY



### Animals Captured



- On Calls - 23
- On View - 0
- Non-Domestic - 0

### Animals Turned Over



- To Owner - 7
- To Humane Society - 19



Deceased Animals  
Recovered - 1



# MONTHLY REPORT

## Year to Date Comparison Report

01/01/2026 - 05/31/2026



### Year to Date Comparison Report

Printed On: 06/08/2026

Beginning Date: 01/01/2026

Ending Date: 05/31/2026

Page 1 of 3

### Offenses Known to Police

Agency: KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Animal Cruelty, Total	1	0	0.10	0	-
Arson, Total	0	0	0.00	0	-
Assault Offenses, Total	28	23	2.67	25	12.00%
Aggravated Assault	8	5	0.76	3	166.67%
Intimidation	1	1	0.10	3	-66.67%
Simple Assault	19	17	1.81	19	0.00%
Bribery, Total	0	0	0.00	0	-
Burglary/Breaking and Entering, Total	2	0	0.19	7	-71.43%
Counterfeiting/Forgery, Total	0	0	0.00	2	-100.00%
Destruction/Damage/Vandalism of Property, Total	3	0	0.29	27	-88.89%
Drug/Narcotic Offenses, Total	94	87	8.95	89	5.62%
Drug Equipment Violations	38	36	3.62	30	26.67%
Drug/Narcotic Violations	56	51	5.33	59	-5.08%
Embezzlement, Total	1	0	0.10	1	0.00%
Extortion/Blackmail, Total	0	0	0.00	1	-100.00%
Fraud Offenses, Total	8	4	0.76	6	33.33%
False Pretenses/Swindle/Confidence Game	1	1	0.10	1	0.00%
Credit Card/Automatic Teller Machine Fraud	1	0	0.10	1	0.00%
Welfare Fraud	0	0	0.00	0	-
Wire Fraud	0	0	0.00	0	-
Hacking/Computer Invasion	0	0	0.00	0	-
Identity Theft	0	0	0.00	0	-
Impersonation	6	3	0.57	4	50.00%
Gambling Offenses, Total	0	0	0.00	1	-100.00%
Betting/Wagering	0	0	0.00	0	-
Operating/Promoting/Assisting Gambling	0	0	0.00	1	-100.00%
Gambling Equipment Violations	0	0	0.00	0	-



# MONTHLY REPORT

## Year to Date Comparison Report

01/01/2026 - 05/31/2026



### Year to Date Comparison Report

Printed On: 06/08/2026

Page 2 of 3

Beginning Date: 01/01/2026

Ending Date: 05/31/2026

### Offenses Known to Police

Agency: KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Sports Tampering	0	0	0.00	0	-
Homicide Offenses, Total	0	0	0.00	0	-
Murder and Nonnegligent Manslaughter	0	0	0.00	0	-
Negligent Manslaughter	0	0	0.00	0	-
Human Trafficking, Total	0	0	0.00	0	-
Human Trafficking, Commercial Sex Acts	0	0	0.00	0	-
Human Trafficking, Involuntary Servitude	0	0	0.00	0	-
Kidnapping/Abduction, Total	0	0	0.00	0	-
Larceny/Theft Offenses, Total	51	18	4.86	28	82.14%
Motor Vehicle Theft, Total	6	1	0.57	1	500.00%
Pornography/Obscene Material, Total	0	0	0.00	0	-
Prostitution Offenses, Total	0	0	0.00	0	-
Assisting or Promoting Prostitution	0	0	0.00	0	-
Prostitution	0	0	0.00	0	-
Purchasing Prostitution	0	0	0.00	0	-
Robbery, Total	0	0	0.00	1	-100.00%
Sex Offenses, Total	3	0	0.29	0	-
Fondling	1	0	0.10	0	-
Rape	2	0	0.19	0	-
Sexual Assault with an Object	0	0	0.00	0	-
Sodomy	0	0	0.00	0	-
Sex Offenses, Non-Forcible, Total	0	0	0.00	0	-
Incest	0	0	0.00	0	-
Stolen Property Offenses, Total	0	0	0.00	0	-
Weapon Law Violations, Total	1	1	0.10	6	-83.33%
<b>Group A Offense, Total</b>	<b>198</b>	<b>134</b>	<b>18.86</b>	<b>195</b>	<b>1.54%</b>
<b>Crimes Against Person, Total</b>	<b>31</b>	<b>23</b>	<b>2.95</b>	<b>25</b>	<b>24.00%</b>



# MONTHLY REPORT

## Year to Date Comparison Report

01/01/2026 - 05/31/2026



### Year to Date Comparison Report

Printed On: 06/08/2026

Page 3 of 3

Beginning Date: 01/01/2026

Ending Date: 05/31/2026

### Offenses Known to Police

Agency: KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Crimes Against Property, Total	71	23	6.76	74	-4.05%
Crimes Against Society, Total	96	88	9.15	96	0.00%
Officers Killed or Assaulted YTD	0			0	-





**DEVELOPMENT SERVICES  
MONTHLY BUILDING REPORT  
MAY 2026**

	# PERMITS ISSUED	PERMIT FEES	CONSTRUCTION VALUATION
<b><u>NEW RESIDENTIAL</u></b>			
Single Family Dwelling	6	\$18,096.25	\$2,017,000.00
Multi-Family			
<b><u>OTHER RESIDENTIAL</u></b>			
Residential Alteration / Remodel	6	\$1,229.00	\$63,410.00
Residential Addition	1	\$279.00	\$3,500.00
Electrical	5	\$500.00	\$17,500.00
Mechanical	2	\$200.00	\$23,709.00
Plumbing	6	\$600.00	\$9,684.99
Irrigation			
Fence	5	\$500.00	\$17,231.20
Swimming Pool	1	\$550.00	\$68,798.00
Accessory Structures	2	\$288.00	\$12,175.00
Demolition			
<b><u>NEW COMMERCIAL</u></b>			
New Commercial Building	1	\$530.10	\$30,000.00
<b><u>OTHER COMMERCIAL</u></b>			
Commercial Alteration / Remodel	2	\$731.34	\$34,545.00
Commercial Addition			
Signs	1	\$136.80	\$2,500.00
Electrical	1	\$100.00	\$136,949.24
Mechanical			
Plumbing	4	\$400.00	\$4,500.00
Irrigation			
Demolition	1	\$1,357.75	\$165,000.00
Swimming Pool			
Fence/Screening Wall			
Certificate Of Occupancy	3	\$400.00	
Temporary Use Permit			
<b>TOTALS</b>	<b>47</b>	<b>\$25,898.24</b>	<b>\$2,606,502.43</b>

◀ June		July 2026					August ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	3	4 Red, White & BOOM	
5	6 City Hall Closed- Independence Day	7 Planning & Zoning Meeting	8	9	10	11	
12	13	14 KEDC Meeting	15	16 Parks & Rec Meeting	17	18	
19	20	21 KKBB Meeting	22	23	24	25	
26	27 Regular City Council Meeting	28	29	30	31		

August 2026						
◀ July						September ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Special City Council Meeting – Budget	4 Planning & Zoning Meeting	5	6	7	8
9	10	11 KEDC Meeting	12	13	14	15
16	17	18 KKBB Meeting	19	20 Parks & Rec Meeting	21	22
23	24 Regular City Council Meeting	25	26	27	28	29
30	31					

September 2026						
◀ August						October ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <b>Planning &amp; Zoning Meeting</b>	2	3	4	5
6	7 City Hall Closed- Labor Day	8 <b>KEDC Meeting</b>	9	10	11	12
13	14	15 <b>KKBB Meeting</b>	16	17 <b>Parks &amp; Rec Meeting</b>	18	19
20	21	22	23	24	25	26
27	28 <b>Regular City Council Meeting</b>	29	30			

October 2026						
◀ September						November ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6 <b>Planning &amp; Zoning Meeting</b> National Night Out	7	8	9	10 Harvest Fest
11	12 City Hall Closed- Columbus Day	13 <b>KEDC Meeting</b>	14	15 <b>Parks &amp; Rec Meeting</b>	16	17
18	19	20 <b>KKBB Meeting</b>	21	22	23	24
25	26 <b>Regular City Council Meeting</b>	27	28	29	30	31 Halloween on Houston