



City Council Meeting February 17, 2026

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date in the City Council Chambers of City Hall, 202 E. Pilar Street, Nacogdoches, Texas, beginning at 5:30 p.m. for the purpose of considering the following agenda items.

Some City Council Members may attend via videoconference but a quorum of the City Council and the Presiding Officer will be present at the above-stated physical location. The meeting will be streamed live at: <https://www.nactx.us/21>. There will be an opportunity for the public to comment on agenda items in person in Council Chambers.

PLEASE LIMIT PRESENTATIONS TO THREE MINUTES (UNLESS PRIOR APPROVAL IS OBTAINED)

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
5. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider a contract renewal and amendment with Pro Generator Services for an amount not to exceed \$50,000.00 for annual and preventive generator maintenance at various City facilities. (Assistant Director of Finance)
 - B. Consider the approval of a Fixed-Based Operator agreement between the City of Nacogdoches and Milam Six, LLC for the operation of an aircraft rental business at A.L. Mangham Jr. Regional Airport. (Airport Manager)
 - C. Consider approval of an Amendment and Renewal to the General Service Contract between the City of Nacogdoches and Opterra Solutions for herbicide/pesticide services at A.L. Mangham Jr. Regional Airport. (Airport Manager)

- D. Consider approval of a contract by and between the City of Nacogdoches and Pape-Dawson Consulting Engineers, LLC for professional engineering services on the Water System Well Rehab (CIP Project WA-26-601) for Well No. 6 in the amount of \$52,000.00. (Asst. Director Public Works/Asst. City Engineer)
 - E. Consider approval of a final deductive Change Order to the construction contract for the 2025 Street Paving Project (Contract 25-10-127) with Drewery Construction Co., Inc. reducing the total amount by \$168,122.53. (Director of Public Works/City Engineer)
 - F. Consider approval of Change Order No. 2 to the construction contract with S-Co, Inc. for the 2023-2024 CDBG Water Line Improvements (CIP Project WA-26-105) in the amount of \$73,669.50. (Director of Public Works/City Engineer)
6. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
- A. Consider the following appointments for the City Boards and Commission: Airport Advisory Board, Building Standards Commission, Industrial Development Authority, Nacogdoches Cemetery Board, and Main Street Advisory Board. (Mayor)
 - B. **Public Hearing:** Discuss and consider action on Historic Overlay Case HO2025-02 regarding a Historic Overlay designation on one (1) parcel of land approximately 0.18 ± acres in size, more particularly described by Nacogdoches Central Appraisal District Parcel 23796; and located at 515 Bailey Avenue, Nacogdoches, Texas. (Community Services Director)
 - C. **Public Hearing:** Discuss and consider action on Zoning Case ZON2026-01 regarding a zone change from B-2, General Business to R-4, Multi-Family and from R-1, Single Family to R-4, Multi-Family, on one (1) parcel of land approximately 9.88 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 26288, being Lots 19-A and 48, City Block 64; and located at 3607 East Main Street, Nacogdoches, Texas. (City Planner)
 - D. **Public Hearing:** Discuss and consider action on Specific Use Permit Case SUP2026-01 regarding a Specific Use Permit request for a Travel Trailer/RV Park in a R-4, Multi-Family district on one (1) parcel of land approximately 9.88 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 26288, being Lots 19-A and 48, City Block 64; and located at 3607 East Main Street, Nacogdoches, Texas. (City Planner)
 - E. **Public Hearing:** Discuss and consider action on Specific Use Permit Case SUP2026-02 regarding a Specific Use Permit request for Stone, Sand, Gravel & Mineral Extraction in a R-4, Multi-Family district on one (1) parcel of land approximately 28.2 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 85393; and generally located north of Powers Street between North Sanders Street and Old Tyler Road, Nacogdoches, Texas. (City Planner)
 - F. Consider and authorize the purchase of a Spartan S-180 Type-1 fire engine from Metro Fire Apparatus Specialists in the amount of \$950,000. (Fire Chief)

- G. Discuss and consider authorizing the City Manager to negotiate an agreement with H2O Partners Inc. to provide professional services as described in the solicitation RFP 2026-10-110 for the development of a hazard mitigation plan. (Assistant Fire Chief/EMC)
 - H. Discuss and consider approving signatories for grant #22-130-096-F495 from the Texas General Land Office. (Assistant Fire Chief/EMC)
 - I. Consider approval of an Ordinance of the City of Nacogdoches, Texas, Amending Chapter 74—"Parks and Recreation", Article IV—"Special Events" by Adding Division 2—"Sound Equipment Permit", of the Code of Ordinances of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date. (City Attorney)
7. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
- A. Consultation with City Attorney - Pursuant to Texas Government Code Section 551.071, deliberation regarding attorney's advice concerning pending or contemplated litigation or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, clearly conflicts with this chapter.
8. Open for action if any, on Executive Session item (s).
9. ADJOURN.



Karen Hadnot
City Secretary



This agenda is posted as required under G. C. Section 551.041. For more information or a copy of the Open Meetings Act, please contact Attorney General of Texas at 1-800-252-8011; City Secretary at (936) 559-2506 or visit City of Nacogdoches web site at www.nactx.us.

CERTIFICATION

This meeting will be conducted pursuant to Chapter 551 of the Texas Government Code. The Council reserves the right to adjourn into Executive Session at any time during the meeting to discuss any of the above posted agenda, as authorized by Texas Local Government Code Sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [deliberations regarding economic development negotiations]. The City of Nacogdoches is committed to compliance with the

Americans with Disabilities Act. Reasonable modifications and equal access to communications may be provided upon request. Please contact the City Secretary at (936) 559-2506 for information. I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas 75961, on February 11, 2026 by 5:00pm pursuant to Chapter 551 of the Texas Government Code.

Karen Hadnot, City Secretary



City Council Meeting

Date: February 17, 2026

Agenda Item: 5.A.

PRESENTER: Kevin Sardinha, Assistant Director of Finance

ITEM/SUBJECT: Consider a contract renewal and amendment with Pro Generator Services for an amount not to exceed \$50,000.00 for annual and preventive generator maintenance at various City facilities. (Assistant Director of Finance)

SUMMARY/BACKGROUND: The contract renewal with Pro Generator Services extends the existing General Service Contract for Annual and Preventative Generator Maintenance for one additional and final year under the terms of the original agreement dated December 18, 2023.

Under this renewal, the not-to-exceed amount will increase from \$41,650.00 to \$50,000.00 to reflect added locations and updated pricing. The renewal adds five additional City locations to the generator service list and increases the service inspection fee to \$130.00, as requested by Pro Generator Services.

All other terms and conditions of the original Annual and Preventative Generator Maintenance Contract remain in full force and effect for the duration of this final renewal term.

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Kevin Sardinha, Assistant Director of Finance
sardinhak@nactx.us
(936) 559-2533

ATTACHMENTS:

1. NAXTX Renewal 2026
2. Fully Executed Generator Services Contract

CITY OF NACOGDOCHES
GENERAL SERVICE CONTRACT RENEWAL

This General Contract is by and between the **City of Nacogdoches**, a Texas Home-Rule Municipal Corporation (the “City”), and **_Pro Generator Services_** (the “Contractor”), for the following work: Annual and Preventative Generator Maintenance as described in the Original “**Annual and Preventative Generator Maintenance**” Contract Scope of Services signed and dated **_12/18/2023_**.

The not-to-exceed amount of the contract will increase from \$41,650.00 to \$50,000.00

This renewal confirms that both parties agree to renew the services stated in the original contract for one additional (final) year per the Original “**Annual and Preventative Generator Maintenance Contract.**”

The additional changes will be fully enforced by way of the execution of this renewal agreement. By signing, both parties agree to the changes being effected.

Changes Requested by the City of Nacogdoches

Add six (6) locations to the servicing list

Changes Requested by Pro Generator Services, per Eric Koepnick, President

Increase services inspection fee to \$130.00

VENDOR NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF NACOGDOCHES

P.O. Box 635030

Nacogdoches, Texas 75963-5030

By: _____

City Manager

Date: _____

APPROVED AS TO CONTENT:

Department Director

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____



REQUEST FOR PROPOSALS

Generator Services

Proposals must be received before:

May 21, 2020

2:00 PM

CITY OF NACOGDOCHES, TEXAS

City Hall

Finance Department Ste. 344

202 E. Pilar

Nacogdoches, TX 75961

936-559-2525

www.ci.nacogdoches.tx.us

Refer Inquiries To:

Buck Raney

City of Nacogdoches

Finance Department

(936) 559-2533

Email: raneyb@ci.nacogdoches.tx.us

With copies to: Wayne Triana

Email: trianaw@ci.nacogdoches.tx.us

City of Nacogdoches – Finance Department

P.O. Drawer 635030 • Nacogdoches, TX 75963 • (936) 559-2525 • Fax (936) 564-1759 • www.ci.nacogdoches.tx.us • Home
of Stephen F. Austin State University • www.sfasu.edu

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I. GENERAL

The City of Nacogdoches seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to provide Generator Services.

II. DEFINITIONS

A. DEFINITIONS

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

City of Nacogdoches – Same as City

City Council – The elected officials of the City of Nacogdoches, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

Contract – An agreement between the City and the successful Proposer to furnish the services described herein

City – The government of the City of Nacogdoches, Texas

Firm – the successor Proposer of this request

Proposer – Respondents to this Request for Proposal

RFP – Request for Proposal

III. NOTICE to PROPOSERS

A. NOTICE

Sealed Proposals are due at **2:00 PM on Thursday, May 21, 2020** after which time all qualified proposals will be acknowledged at 202 East Pilar Street, Nacogdoches, Texas 75961. Proposals received after the specified deadline will be returned unopened.

5 printed copies (1 original and 4 duplicate copies) plus 1 digital copy (CD/DVD/thumb drive) of proposals must be provided.

Sealed proposals shall be clearly marked with the RFP 20-10-101 and Generator Services and addressed to the City of Nacogdoches –Finance Department. Proposals shall be delivered using one of the following:

Hand-deliver to:
202 East Pilar Ste 344
Nacogdoches, TX 75961

Ship to (FedEx, UPS, DHL, etc.):
202 East Pilar Ste 344
Nacogdoches, TX 75961

Vendors may receive notice of solicitations from the City of Nacogdoches from a variety of channels. Approved methods of dissemination include: City of Nacogdoches website or the City of Nacogdoches Finance Department. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Proposal non-compliant. City of Nacogdoches accepts no responsibility for the receipt or notification of solicitations through any other source.

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing via email to the following point of contact:

Buck Raney
Finance Department
Email: raneyb@ci.nacogdoches.tx.us

The deadline for written questions is **May 12, 2020 at 2:00 P.M.** This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Proposers to the best of their ability in advance of the Pre-Proposal Conference meeting.

Proposers shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

C. SCHEDULE of IMPORTANT DATES

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFP		May 3, 2020
Deadline for Questions and Inquiries	{2:00 PM}	May 12, 2020
Proposals Closing Date and Time	{2:00 PM}	May 21, 2020
City's Review of Proposals		May 26, 2020
Earliest Award by City		July 2020

IV. STANDARD TERMS and CONDITIONS

A. DISCLOSURE

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

B. DISCLOSURE of INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law

provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.
3. The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

C. MANAGEMENT

Should there be a change in management after the due date and time, but before a contract is awarded, Proposers must notify the City immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is nontransferable by either party.

D. PERSONAL INTEREST

Proposers shall comply with all applicable ordinances and with state law pertaining to conflict of interest and required disclosures, including, but not limited to, TEXAS LOCAL GOVERNMENT CODE, Chapter 171.

E. PRIORITY of DOCUMENTS

In the event there are inconsistencies between the RFP terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

F. RECEIPT of PROPOSALS

Proposal(s) must be received by the City prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the Firm must ensure that the Proposal is actually delivered. The time proposals are received shall be determined by the time clock stamp in the Finance Department.

G. REIMBURSEMENTS

There is no express or implied obligation for the City of Nacogdoches to reimburse responding Proposers for any expenses incurred in preparing Proposals in response to this request and the City of Nacogdoches will not reimburse firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

H. REPRESENTATIONS and RESPONSIBILITIES

By submitting a proposal in response to this RFP, Proposer represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a proposal in response to this RFP, the Proposer represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the City, but has supplemented this information through due diligence research and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

I. STANDARD FORM of AGREEMENT

The City's Standard form of Agreement is attached as Exhibit A. The successful Firm will be required to execute this Agreement. All Proposers shall be required to thoroughly read and understand the terms, condition and provisions in this Agreement. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to the City's Standard Form of Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and condition without modifications.

J. VENUE

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in Nacogdoches, Texas, and venue for any action related to this contract will be Nacogdoches County, Texas.

K. WITHDRAWAL of PROPOSALS

A proposal may be modified or withdrawn by the Proposer any time prior to the time and date set for the receipt of proposals in accordance with the following guidelines.

1. Proposer shall notify the Finance Department in writing of its intention to withdraw a previously submitted proposal.
2. If a change in the proposal is requested, the modification must be worded by the Proposer as to not reveal the original amount of the proposal.
3. Proposals withdrawn and modified must be resubmitted to the Finance Department no later than the time and date set for the receipt of proposals.
4. No proposal can be withdrawn after the time set for the receipt of proposals and for a minimum of ninety (90) days thereafter.

V. BACKGROUND and CURRENT CIRCUMSTANCES

CURRENT CIRCUMSTANCES

The City of Nacogdoches current generator service contract is expiring. The City would like to enter into a new service agreement to provide preventative maintenance and repair services for the emergency standby generators.

VI. SCOPE of WORK

ON-SITE PREVENTIVE MAINTENANCE AND REPAIR SERVICE FOR EMERGENCY STANDBY GENERATORS

This specification describes a service to provide skilled technicians to inspect, service, test, and repair the City's emergency standby generators at various locations throughout the City (as listed on Attachment B) on a periodic basis. The intent of the service is to ensure the City's emergency standby generators are routinely maintained, serviced, and ready for immediate and sustained operation during power outages and other incidents involving the loss of electricity. The vendor shall be responsible for the servicing, troubleshooting, repairing, ordering, and replacing parts on the City's generators in accordance with the manufacturer's standard service and repair recommendations to ensure each unit is operating as designed for its intended application. The service should be conducted during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding regularly observed holidays, with little interruption to the City's daily business activities. Services provided under the contract shall meet or exceed all requirements herein.

- 1.1. Employ all work personnel in accordance with the requirements set forth by the United States Department of Labor.
- 1.2. Be responsible for title, risk of loss, or damage to all parts provided under this service until they been installed and accepted by the City. Acceptance by the City shall not relieve the vendor of any obligation to ensure that all parts, materials, and supplies are consistent with specifications and fit for their intended purpose.
- 1.3. Provide all labor, materials, miscellaneous parts, equipment, tools, transportation and methods of communication, and, if required, additional miscellaneous services necessary to meet requirements of the specified services throughout the term of the contract.

1.4. Provide a telephone number to a centralized manned station or answering service 24-hours per day, seven days a week, including federal holidays observed by the City, to report problems or request emergency service.

1.5. Ensure service technicians have on-going training on current and new technologies throughout the term of the contract.

1.6. Ensure their factory trained service technicians maintain their certification(s) and, if applicable, any licenses required in the performance of the service.

1.7. Provide name of primary point-of-contact person along with their phone number and email address.

2. SERVICE REQUIREMENTS: The vendor shall:

2.1. Perform preventive maintenance (PM) inspections and annual maintenance (AM) activities on the City's natural gas and diesel-powered emergency standby generators. This includes maintenance of automatic or manual transfer switches, all associated sensors, senders, relays, PC boards, timers and all other devices which comprise the appropriate integrated emergency power system.

2.2. Complete PM activities in accordance with the annual and quarterly intervals specified in Paragraph's 10 through 12. All PM and AM work shall meet or exceed the manufacturer's recommended servicing requirements.

2.3. Coordinate with and obtain approval from the designated City representative prior to initiating any major repairs. The City will not be responsible for payment for any repairs completed without City approval.

2.4. Perform all generator service work in the least disruptive manner to the City. The service work should not inconvenience the building's occupants or interfere with the City's daily business activities.

3. EMERGENCY CALL-OUT: The vendor shall verbally respond to requests for emergency services to any generating unit within two hours and be on site to perform repairs within four hours after being contacted. The designated City representative will notify the vendor if a call constitutes an emergency situation. The vendor shall contact the designated City representative upon arrival at the job site.

Emergency work shall be performed during normal working hours, whenever possible; however, services shall be performed on a 24-hour, seven day a week basis, if deemed necessary.

4. NON-EMERGENCY CALL-OUT: The vendor shall verbally respond to requests for non-emergency service to any generating unit within four hours and be on site to perform repairs within 48-hours after being contacted. The vendor shall contact the designated City representative upon arrival at the job site.

5. ADDITIONS, DELETIONS, OR REPLACEMENTS: The City may add, delete or replace a generator listed on Attachment A. The City will advise the vendor by Purchase Order Change Notice of the addition or deletion of any location, any new or old generator, and when service shall begin if the generator or location is new.

6. INSPECTIONS, TESTING, AND REPAIRS: The vendor shall:

6.1. Conduct two semiannual PM and one annual inspections, testing, and repairs. All generators shall be tested, adjusted and lubricated per manufacturer's standard servicing recommendations during the semiannual and annual inspections, and shall include all applicable tests required by government and insurance authorities having jurisdiction in the area where the generators are located.

*** Due to specific requirements for the facility the City Police Department will have quarterly service performed. Consisting of 3 PM services and 1 annual service.**

6.2. PM Inspections and Testing: The vendor shall conduct two semiannual inspections and testing. Inspections shall occur and be completed during the following months: February 1-28 (1st PM), and October 1-31 (2nd PM).

6.2.1. Confirm each inspection via phone or email to the designated City representative 72-hours prior to the beginning of each inspection.

6.2.2. Attach stickers at each location at inspection completion, indicating the date of each inspection and the technician's last name.

6.2.3. Provide a service ticket to the designated City representative for signature upon completion of each inspection or repair.

6.2.4. Repairs shall be pre-approved by the designated City representative before work is begun.

6.3. Annual Inspection and Testing: Annual inspection and testing shall include all generators at the locations listed on Attachment A. 100 percent of the City's emergency standby generators shall be tested during the following time period:

6.3.1. June 1-30 (Annual)

7. PREVENTIVE MAINTENANCE (PM) INSPECTION: The vendor shall perform a PM inspection on all generators. The PM inspection service shall include, at a minimum, the inspection points listed below (Generator Maintenance Guide - Minimum Inspections Points), and adhere to the following:

7.1. During each of the inspections, all systems shall be visually checked for potential problems and physically tested to assure reliability. Fuel and oil systems shall be checked for contaminants and degradation during this inspection.

7.2. Following each inspection, the service technician should contact the City representative to report any discrepancies and advise as to the cost of repairs, if any. No parts, supplies or annual services should be included in the basic inspection costs.

7.3. Perform PM inspection services at a time mutually agreed upon between the City representative and the vendor.

8. ANNUAL MAINTENANCE (AM) INSPECTION AND TEST: The vendor shall perform a complete AM inspection and test on each generator once a year per. The AM service shall be completed on each generator before the start of the Atlantic hurricane season (June 1 - Nov 30). The AM service shall include, at a minimum, a PM inspection and the following:

8.1. Check fuel level, fuel freshness, drain water separator, and replace fuel, if necessary.

8.2. Drain lube oil system and refill with high quality lube oil.

8.3. Remove and replace all engine oil, fuel, air, and coolant filters with high quality filters.

8.4. Perform sampling and analysis on engine oil, fuel, and coolant. Drain and replenish any fluids that fail to meet the manufacturer's minimum recommended standards, as needed.

8.5. Service entire cooling system once every three years, beginning with the first AM inspection and test. The cooling system shall be completely drained, the radiator and engine block flushed, and new coolant added and tested for proper anti-freeze protection to at least -15°F.

8.6. Test all safety shutdowns. Conduct a series of tests to ensure reliability and satisfactory interfacing between the generator and the building it supports.

8.7. Load Bank Test: Conduct a minimum two-hour load bank test on each generator to confirm proper operation. Load bank test equipment rental cost and personnel costs shall be included in bid price. The test should be conducted after hours or on the weekend.

8.8. Test Results: The vendor shall provide to the City a copy of all test results to include, but not limited to: fuel, oil, and coolant analysis, safety shutdowns and load bank test.

9. REPORTS: The vendor shall submit reports as requested by the City. Reports and format standards will be approved by the City and shall be delivered to the designated City representative as needed. Reports shall include, but not be limited to, the following:

9.1. Work Performance Reports (WPRs): The vendor shall provide original completed WPRs to the designated City representative upon completion of work on any component. The vendor shall also retain a copy of, and maintain a log of all WPRs for each component. The WPRs shall identify the system or component by generator number and location. WPRs shall also list the date of the service, inspection or repair performed, work completed, parts and materials used, and any other pertinent information regarding the component or system serviced or repaired. The technician conducting the work shall complete and sign all WPRs.

9.2. Systemic Reports (SRs): The vendor shall provide an all-inclusive quarterly, annual or as-needed written or computerized SR based on each system after testing, maintenance and repairs are completed at each location. The data in the SR shall be based on a summary of all WPRs previously provided to the designated City representative. The SR will advise of all inspection problems or potential problems, and include the maintenance history of all components within each system as documented on the WPRs.

9.3. The vendor shall prepare the required SR on each tested generator system showing results of the inspection and testing. This SR shall be delivered to the designated City representative within one month after completion of PM inspection and AM testing, or whenever requested by the designated City representative.

9.4. If the tested system does not pass the load bank test after component repairs have been completed, the vendor shall supply an SR itemizing the estimated cost of repair to make the system functional at full load rating.

10. HAZARDOUS MATERIALS: The vendor shall properly dispose of all hazardous materials generated from this service (i.e., waste oil, used oil/fuel filters, contaminated fuel, lubricants, etc.) in accordance with Federal, State, and local laws and regulations.

11. MISCELLANEOUS SERVICES: The vendor shall provide miscellaneous emergency standby generator services (e.g., minor upgrades, minor installations, fabrication work, sheet-metal work, rental equipment, installation services, etc.) under this contract, as necessary, to complete needed repairs and to ensure all generators are ready for immediate and sustained operation.

11.1. The vendor shall provide a detailed parts and labor cost estimate, which shall be approved by the designated City representative, prior to any work being performed.

11.2. Miscellaneous services shall not exceed \$500 per job.

11.3. Miscellaneous services with an estimated cost over \$500 per job will not be performed under the purchase order unless prior approval is received from the City.

12. MISCELLANEOUS PARTS: The vendor shall provide miscellaneous emergency standby generator parts, as necessary, to complete the work allowed as "Miscellaneous Services" (Ref. Para. 15).

12.1. Miscellaneous parts will be paid at the cost approved by the City prior to installation.

12.2. Miscellaneous parts shall not exceed \$500 per job.

12.3. Miscellaneous parts with an estimated cost over \$500 per job will not be performed under the purchase order unless prior approval is received from the City.

13. WARRANTY REQUIREMENTS:

13.1. PERFORMANCE WARRANTY: The vendor shall guarantee all work, equipment and materials included in the service against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any defects that may become apparent within one year after completion of work. The warranty period shall commence on the date the work was completed and accepted by the City. If the vendor is notified in writing of a deficiency in the work provided within one year from completion of the work, the vendor shall, at the City's option, re-perform the work in question at no additional cost to the City.

13.2. MATERIAL WARRANTY: Parts furnished under the purchase order shall be the latest parts in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED PARTS OR MATERIALS ARE NOT ACCEPTABLE. The warranty period for vendor provided parts or materials shall be for a period of one year after completion of the installation work or within the manufacturer's standard warranty period, whichever is the later. The warranty period shall commence on the date the parts were installed and accepted by the City.

14. SAFETY: The vendor shall:

14.1. Provide their service personnel with all required personal safety gear and instruct them to adhere to all safety practices, policies, procedures, rules and requirements, that are common to the industry, at all times, while performing service work under the purchase order.

14.2. Provide all tools and equipment necessary for the performance of this service, and ensure the items are appropriate for the assigned task, well maintained, calibrated, and in proper working order before conducting any inspections or initiating any repair work under the contract.

14.3. Thoroughly examine and become familiar with the systems and associated facilities to ensure the service can be completed in an orderly and safe manner prior to commencing any work.

14.4. Maintain a safe work environment at all times. The vendor shall immediately report to the designated City representative the existence of any unsafe conditions, which may compromise the safety of personnel in the performance of this service, before.

15. TRAVEL TIME: All mileage and travel time to and from the job site is not reimbursable under the purchase order. Mileage and travel cost shall be included in the trip charge quoted in the RFP

GENERATOR MAINTENANCE GUIDE - MINIMUM INSPECTION POINTS	
GENERATOR	INSTRUMENTATION
Windings	Oil Pressure Gauge
Brushes/Diodes	Water Temperature Gauge
Leads & Connections	Ammeter Gauge
Circuit Breaker	AC Electric Meters
Mount/Bolts	Hourmeter
Noise	Control Panel Wiring
Voltage	
Frequency	AIR INDUCTION & EXHAUST SYSTEM
Amps	Condition of Preeleaner Assembly
Auto Start/Stop	Air Filter Condition of Filter Housing
Shutdown	Restriction Indicator
Pre-alarms	Inlet Piping Gaskets Clamps Etc.
	Condition/Sound of Turbocharger if applicable
COOLING SYSTEM	Turbocharger Leaks if applicable
Radiator Core Condition	
Radiator Cap	FUEL SYSTEM
Coolant Level	Fuel Filters
Anti-freeze Protection	Lines & Connections
PH Level	Priming Pump
Hoses & Clamps	Carburetor/Injector Pump
Gaskets & Connections	Fuel Solenoid/Regulators
Belts/Pulleys	Governor Operation/Controls
Belt Tension	Day Tank Leaks/Operation
Fan Bearing/Blade	Drain Condensation in Tank
Water Pump	
Coolant Heater	TRANSFER SWITCH
Thermostat	Wiring
	Connections
ENGINE LUBRICATION SYSTEM	Sensing Panel
Oil Level	Contactors Operation
Filter	Contacts
Crankcase Breather	Timers/Controls Operation
Evidence of Blowby	Function
Tubes Lines and Seals	
Gaskets	GENERATOR ENCLOSURE
Governor Oil Level	General Condition
	Doors/Latches
ENGINE ELECTRICAL	Louvers Vents shutters
Battery	Free from Obstructions
Cables & Posts	
Alternator Condition	
Alternator Belt	
Wiring & Controls	
Glow Plug Operation, if applicable	
Alternator Output	
Battery Charger Output	
Starting Motor	
Spark Plugs and Wires if applicable	
Fuses/Circuit Breakers	

VII. SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

The proposal must be submitted in hard copy. Proposer shall submit 1 original and 4 copies of the entire proposal, plus 1 digital copy (on CD, DVD or thumb drive).

The City of Nacogdoches requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review.

TAB A COST PROPOSAL

1. Provide a detailed cost proposal broken down by service location. The City may elect to complete any combination of locations
2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees. All mileage and travel time to and from the job site is not reimbursable under the purchase order. Mileage and travel cost shall be included in the trip charge quoted in the RFP
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

TAB B EXPERIENCE and QUALIFICATIONS

1. Describe at least three (3) projects that are complementary in nature to this project. References for each project should be included (preferably other City, town or local governments in Texas that the proposer has provided services to).
2. Describe the experience of the Firm in the last thirty-six (36) months in performing services of similar scope and size.
3. Identify the Project Manager and each individual who will work as part of this engagement. Include any professional designations and affiliations, certifications and licenses, etc.
4. Provide an organizational chart indicating positions and name of the core management team that will undertake this engagement.

TAB C FIRM BACKGROUND & REFERENCES

1. Briefly introduce your Firm including the number of years in business
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable Include the same for any associate firm or sub-consultant
3. Provide a list of References for similar services.

TAB D LOCATION

1. Location of the service provider and distance in miles from Nacogdoches, TX.

TAB F CERTIFICATION and ACKNOWLEDGEMENT PAGE

VIII. EVALUATION and SELECTION PROCESS

The City has attempted to provide a comprehensive statement of requirements through this RFP for the engagement. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

Selection may be made of one or more Proposers deemed to be fully qualified and best suited among those submitting proposals. Presentations and/or interviews may be conducted by one or more Proposers selected. The City reserves the right to award based on the responses received or to negotiate with any or all of the Proposers selected. Price shall be considered, but shall not be the sole determining factor. The City shall select the Proposer which, in the City's opinion, has made the Proposal most beneficial to the City for award. Should the City determine in writing and in its sole discretion that only one Proposer is fully qualified or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer. The executed Agreement will incorporate all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this RFP.

Clarity and Quality of Proposal

Pass/Fail

Firms must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the City to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

Cost Proposal

60 points

Experience and Qualifications

25 points

Background/References

10 points

Location

05 points

TOTAL POINTS AVAILABLE

100 POINTS

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set

forth in this RFP. Further, Firms acknowledge that subjective judgements must be made by the City during this process.

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the City. Proposer(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

IX. CERTIFICATION and ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the proposer, hereby certifies:

- ☐ The Proposer is in receipt of _____ addenda.
- ☒ The Proposer is familiar with all instructions, terms and conditions, and specifications stated in this RFP, including the following:
 - ☒ The Proposer has reviewed the City's Professional Services Agreement released with this RFP (Attachment D), which Agreement will form the basis of any contract for the performance of the work. **Any request for modifications are included in the proposal by way of response included in TAB E.**
- ☒ The Proposer is qualified to perform the work and services outlined in this RFP.
- ☒ The proposal has been arrived at independently and submitted without collusion with any other Proposer, City staff or City contractor, and the contents of the proposal have not been communicated by the Proposer or, to the Proposer's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Proposer, and will not be communicated to any person prior to the City's final action on this RFP by City Council. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.
- ☒ The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the City for a period of ninety (90) days following the Proposal Closing Date and Time as identified in this RFP or addenda.
- ☒ The Proposer certifies that it: (i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement subject to § 2270.002 Texas Government Code.

Signed By: [Signature] Title: Service Manager

Typed Name: Eduardo Nava Company Name: KW POWER SERVICES, LLC

Phone No.: 817-941-3026 Fax No.: _____

Email: e.nava@kwpowerservices.com

Bid Address: PO BOX 153525 IRVING TX 75105
P.O. Box or Street City State Zip

Order Address: 11061 Hawks Landing Rd Haslet TX 76052
P.O. Box or Street City State Zip

Remit Address: Shop is in 1420 W. IRVING Blvd Irving, TX 75105
P.O. Box or Street City State Zip

Federal Tax ID No.: 81-3716953

DUNS No.: _____

Date: 5/20/20

Do not complete exhibit A standard form agreement below at this time.

EXHIBIT A
STANDARD FORM OF AGREEMENT

CITY OF NACOGDOCHES
GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of Nacogdoches**, a Texas Home-Rule Municipal Corporation (the "City"), and **Insert Contractor** (the "Contractor"), for the following work: **Generator Services** as described in the Scope of Services attached as **Exhibit "A"**.

ARTICLE I
PAYMENT AND TERM

1.1 Consideration. In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **XXXXXXX and XX/100 Dollars (\$00,000.00)**. In no event shall payment under this contract exceed appropriations made by City Council.

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City's Payment and Approval. The City will pay Contractor as shown in **Exhibit "B"** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.

1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services by the following dates: **Insert Dates.**

OR

1.4 Term. The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.5 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

ARTICLE II
CHANGE ORDERS

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

(a) **City Manager Approval.** When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

(b) **City Council Approval.** When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work.

(c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 **Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.2 The Contractor's insurance shall list the City of Nacogdoches, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in Exhibit "C". Certificates of insurance evidencing the required insurance policies are attached in Exhibit "D".

ARTICLE V INDEMNIFICATION AND RELEASE

5.1 **Indemnification.** The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

5.2 **Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE VI GENERAL TERMS

6.1 **Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

6.2 **Termination.** The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the date of termination.

6.3 Venue. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

6.7 Boycott. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

6.8 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

6.9 Assignment. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

6.10 Invalid Provisions. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

City of Nacogdoches
Attn: City Manager
PO BOX 635030
202 East Pilar Street
Nacogdoches, TX 75961

CONTRACTOR
Attn: NAME
123 Main Street
City, State Zip
Email@contactor.com

6.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

6.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- A. Scope of Services
- B. Payment Schedule
- C. Insurance Requirements
- D. Certificates of Insurance

KW Power Services, LLC

[NAME OF CONTRACTOR]

By:  KW Power Services

Printed Name: Eduardo Nava

Title: Service Manager

Date: 5/20/20

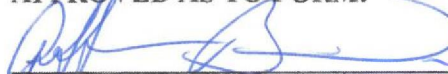
CITY OF NACOGDOCHES

By: 

City Manager

Date: 7/9/2020

APPROVED AS TO FORM:



City Attorney

Date: 7/10/2020

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

RFP Generator Services

EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit invoices to the City, accompanied by an explanation of charges, fees, services, locations of service, dates of service, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

EXHIBIT C INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.

Limits shall be endorsed to be per project.

- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (ensuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better rating under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- A. Workers compensation insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - 3. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT D
CERTIFICATES OF INSURANCE

EXHIBIT B **Generator Locations**

Emergency Standby Generators - Bid Sheet								
Dept	Location	Generator Make	Generator Model No.	Generator KVA	Generator S/N	Fuel Type	Unit Cost PM & AM	Total Cost
01.02	City Hall 202 E. Pilar St Nacogdoches, TX 75961	Olympian	D40P1S	40	F1191A/001	Diesel	(1) AM 350 (2) PM 150	350 300
01.15	Police Department 312 W Main St Nacogdoches, TX 75961-4812	Cummins Power Generation	DDFC5632537	134	J030551083	Diesel	(1) AM 500 (3) PM 150	500 450
01.22	Recreation Center 1112 North St Nacogdoches, TX 75961-4482	Generac	SD350	350	2092378	Diesel	(1) AM 800 (2) PM 150	800 300
30.36-1	Surface Water Treatment Plant Raw WATER Pump Station 9966 FM 225 75964	Cummins	DFCC-5694724	350kw	K040711743	Diesel	(1) AM 800 (2) PM 150	800 300
30.36-2	Surface Water Treatment Plant 11618 S FM 225 75964	Cummins	DFCE 563484	250kw	K030569524	Diesel	(1) AM 700 (2) PM 150	700 300
30.36-3	Surface Water Treatment Plant 11618 S FM 225 75964	Cummins	DFL 5634485	1500kw	K03573653	Diesel	(1) AM 2500 (2) PM 150	2500 300
30.36-4	Well 12 6398 US HWY 59 S 75964	Cummins	DFCC-5589691	350kw	B030464843	Diesel	(1) AM 800 (2) PM 150	800 300
30.36-5	Central Heights North 2718 CR 104 75965	Generac	9933050100	100kw	2098967	Diesel	(1) AM 500 (2) PM 150	500 300
30.36-6	Southside Pump Station 3708 OLD LUFKIN RD 75964	MTV	D500550D6RAH1484	550kw	343479-1-10312	Diesel	(1) AM 850 (2) PM 150	850 300
30.36-7	Central Heights South 6910 North Street 75965	Generac	9933050100	100kw	2099326	Diesel	(1) AM 500 (2) PM 150	500 300
30.39-1	Wastewater Treatment Plant 3628 Rayburn Dr 75961	Cummins	DQGAA-7694911	1250kw	I110253019	Diesel	(1) AM 2500 (2) PM 150	2500 300
30.39-2	White Oak Creek Lift Station 4595 FM 1878 75961	Generac	7754310100	60kw	2092283	Diesel	(1) AM 500 (2) PM 150	500 300
30.39-3	San Augustine Lift Station 4212 East Main Street 75961	Cummins	GGHH-7694905	100kw	H110239227	Natural gas	(1) AM 500 (2) PM 150	500 300
30.39-4	Spring Creek Lift Station 6910 FM 2609 75965	Cummins	GGHG-7694909	85kw	H110239225	Natural Gas	(1) AM 500 (2) PM 150	500 300
30.39-5	Curl Street Lift Station 2629 Curl St 75964	Cummins	DSFAE-7694899	80kw	H110239206	Diesel	(1) AM 500 (2) PM 150	500 300
30.39-6	Press Road Lift Station 629 Lake St 75964	Cummins	GGHE-7694907	60kw	H110239229	Natural Gas	(1) AM 500 (2) PM 150	500 300
30.39-7	Foretravel Lift Station 459 FERNWOOD DR 75964	Cummins	GGHH-7694903	100kw	H110239226	Natural Gas	(1) AM 500 (2) PM 150	500 300
30.39-8	Old Lufkin Rd Lift Station 4628 Old Lufkin Rd 75964	Kohler	SGM324TCHSGMTCR	85kw	SGM324TCR	Diesel	(1) AM 500 (2) PM 150	500 300

5% discount prompt payment

Page 132

15% upcharge
parts

Location	Generator Make	Generator Model No.	Generator KVA	Generator S/N	Fuel Type	Unit Cost PM & AM	Total Cost
Main Tower 120 Zula Street	Generac	SG0035AG035.4N18HPYVA	45kw	30011519	Natural Gas	(1) AM 400 (2) PM 150	400
Southwest P/S 3862 S FM 225 75964	Generac	10LC100	1000kw	10067512	Diesel	(1) AM 2000 (2) PM 150	2000
Wastewater Belt Press 3226 Rayburn Drive 75961	Generac	SD400KG22125018	400kw	9740653	Diesel	(1) AM 800 (2) PM 150	800
Well 10 NO LONGER IN SERVICE 3624 RAYBURN DR 75961	Generac	SG0300KG2014251	300kw	9939944	Natural Gas	(1) AM 800 (2) PM 150	800
Post Oak Pump Station 427 CR 213 75961	Generac	SD350KG17129D18	350kw	9743103	Diesel	(1) AM 850 (2) PM 150	850
Well 7 4991 OLD LUFKIN RD 75961	Generac	SD0230KG1787018	230kw	9707851	Diesel	(1) AM 700 (2) PM 150	700
Well 9 4516 US HIGHWAY 59 S 75964	Generac	SD0350KG17129018	350kw	9695790	Diesel	(1) AM 800 (2) PM 150	800
Well 11 5576 US HIGHWAY 59 S 75964	Generac	SD0350KG17129018	350kw	9743012	Diesel	(1) AM 800 (2) PM 150	800
Well 8 1512 US HIGHWAY 59 S 75964	Generac	SD230KG1787018	230kw	9720800	Diesel	(1) AM 700 (2) PM 150	700
Martinsville Elevated 2603 PARK ST 75961	Generac	SG0035AG035	20kw	9690099	Natural Gas	(1) AM 350 (2) PM 150	350
Woden Rd Lift Station 3730 FM 2259 75961	Generac	19805650100	150kw	9719529	Diesel	(1) AM 500 (2) PM 150	500
Kingwood Lift Station 626 CR 211 75965	Generac	SD0080KG174	80kw	9716236	Diesel	(1) AM 500 (2) PM 150	500
Boula EST 1051 CR 220 75961	Generac	SD0025AG162.4D18HPY3	25 Kw	3001147564	Diesel	(1) AM 350 (2) PM 150	350
Moore Ground Storage 231 Millards Crossing 75965	Generac	SG0035AG035.4N18HPYVA	35kw	3001151097	Natural Gas	(1) AM 350 (2) PM 150	350
Animal Control 3211 SW Stallings Drive 75964	Kohler	30RE02JC	30 Kw	SGM324TCP	Diesel	(1) AM 350 (2) PM 150	350
Public Works Building 3812 NW Stallings Drive 75964	Cummings	150GFPA	150 Kw	X16C121453	Natural Gas	(1) AM 500 (2) PM 150	500
Austin Street EST225 Parrot Drive 75965	Generac	SG0035AG035.4N15HPYVA	35 Kw	3001151098	Natural Gas	(1) AM 350 (2) PM 150	350
SFA EST1928 N University Drive 75965	Generac	SD0025AG162.4D18HPY3	25 Kw	3001147563	Diesel	(1) AM 350 (2) PM 150	350
Labor Rate: Regular Time		1 Hour				80 an hour	
Labor Rate: After Hours / Emergency Time		1 Hour				110 an hour	



KOHLER[®] Generators

Authorized Dealer

kW Power Services, LLC Statement of Qualifications

kW Power Services has been in business since Aug 2015(5 Years). Our Shop and Office is Irving, Texas. We have 2 remote technicians out of Houston, Texas and 2 out of Dallas Fort Worth. we provide services that include.

- Preventive Maintenance on both Generators and Automatic Transfer Panels
- Load bank Testing
- Generator rentals and sales
- Refueling
- Fuel Polishing

We employ a staff of 6 that includes, 5 full time 1 part time

- Project Manager/Service Manager/Account Manager/Owner

Eduardo Nava-817-941-3026

enava@kwpowerservices.com 5 years experience in current position

- 4 Generator Technicians

James Hillard-682-802-1975

JHillard@kwpowerservices.com 15 years experience as a generator technician with certifications from Kohler, Cummins, Eaton, Detroit Diesel, Caterpillar, Westinghouse, Marathon, Woodward, Asco, John Deere, Quantum, PSI, GE.***

Eduardo Nava 817-941-3026

enava@kwpowerservices.com 10 Years experience as a generator technician. (2018)Received a Certificate as an Electrical Power Production Apprentice Course (438 hours) from the United

KW POWER SERVICES

CONTACT

Eduardo Nava

Service Manager/Account Manager

817-941-3026

WEBSITE:

Kwpowerservices.com

EMAIL:

enava@kwpowerservices.com

States Air Force, (2010/2013) Troubleshooting
Electrical Power Generating Equipment (127 hours),
Kohler Generator Certification (2012/2017),
Bachelors in Management from University of Texas
at Arlington 2016.

Keiler Hernandez-817-689-3214-

Khernandez@kwpowerservices.com 2 years
experience as a PM technician, 2018 Loftin
University Training

***** We will be adding our 4th technician Brett
Siewert in July 2020 who has experience working on
Nacogdoches generators in the past.**

- Executive Secretary

Lydia Garcia-817-729-2206-

Lgarcia@kwpowerservices.com 3 years
experience in current position.

- A shop manager/ Parts Manager (Part time
position)

Jesse Cruz-817-271-6924-

Jcruz@kwpowerservices.com 3 years
experience in current position

List of Similar Current Customers under Contract

- North Texas Municipal Water District

35+ Generator ranging from 25kw-2.5MW

We provide Quarterly, Annual and 2 hour load
bank services on all equipment.

2019

Contact- Tracy Teems

Wastewater Coordinator

tteems@ntmwd.com

(972) 921-8358



- City of Cleburne

13 Generator ranging from 25kw-1750kW

We provide Quarterly, Annual and 2 hour load bank services on all equipment.

2020

Contact- James Randell

Water Utilities Superintendent

James.trandell@cleburne.net

817-645-0957



- Tarrant Regional Water District

33+ Generator ranging from 25kw-800kW

We provide Quarterly, Annual and 2 hour load bank services on all equipment.

2016

Contact- Doug Mobley

Fleet Manager

Doug.Mobley@trwd.com

817-944-4508



- City of Garland Water Supply

11 Generators ranging from 80kW-1.5MW

4 Medium Voltage units

We provide Quarterly, Annual and Load bank on some units. Most of their units are tested on co-generation programs with the state of Texas. So load banks are not required.

2017

Contact- Shay Jackson

Pump Maintenance Supervisor

SHJackson@garlandtx.gov

214-537-0049



- City of Azle Water Supply

9 Generators ranging from 50kW-400kW

We provide Annual Inspections and Load banks.

2018

Contact- Stephen Jones

Chief Mechanic

sjones@cityofazle.org

817-270-0549



- Rice Water Supply

3 Generators ranging from 40kW-100kW

We provide Quarterly, Annual and Load Bank.

2018

Joey Smith

Water Supply Maintenance Supervisor

Jsmithwatersupply@gmail.com

903-641-9326



Our nearest technician is 140 miles away from Nacogdoches, Texas and our main office is 180 miles away.

We have been performing these type of services for 5 years as a company and a combined 50 years as technicians between the 4 technicians.

Our organizational chart is the owner Eduardo Nava who will handle all scheduling, service calls (24/7)

Under him is executive secretary Lydia Garcia who handles all billing and archived paperwork.

All Technicians will follow, typically a Technician can handle any issues to do with contract aside from invoicing.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 3, 2020

City of Nacogdoches
202 E PILAR ST
NACOGDOCHES TX 75961-5508

Account Information:

Policy Holder Details :	KW POWER SERVICES
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIZINSURE LLC/PHS 57556706 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No): E-MAIL ADDRESS:	
INSURED KW POWER SERVICES 7700 CHAPMAN DR NORTH RICHLAND HILLS TX 76182-4603		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 29459 19682	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			57 SBM BI7138	08/08/2019	08/08/2020	EACH OCCURRENCE	\$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			57 SBM BI7138	08/08/2019	08/08/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	☐ OTHER:							
A	☒ UMBRELLA LIAB EXCESS LIAB	☒ OCCUR CLAIMS-MADE		57 SBM BI7138	08/08/2019	08/08/2020	EACH OCCURRENCE	\$3,000,000
	DED ☒ RETENTION \$ 10,000		AGGREGATE				\$3,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57 WBC AB4786	08/08/2019	08/08/2020	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			57 SBM BI7138	08/08/2019	08/08/2020	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. The Certificate holder is an additional insured with a waiver of subrogation per the business liability coverage form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Nacogdoches
202 E PILAR ST
NACOGDOCHES TX 75961-5508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Suean L. Castaneda

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Criteria	Scoring Weight	Scoring Range	HOLT CAT	CLIFFORD POWER	LJ POWER	KW POWER	LOFTIN
Pass / Fail Submission Criteria			Fail	Pass	Pass	Pass	Pass
Cost	60%	0-60		125	108	176	59
Experience & Qualifications	25%	0-25		48	60	41	72
References	10%	0-10		23	24	27	23
Location	5%	0-5		10	6	6	8
Totals:	100%	100		206	198	250	162

Score Calculated by _____ Buck Raney, Case Opperman, and Wayne Triana_____

Date _____ 6/10/2020_____



City Council Meeting

Date: February 17, 2026

Agenda Item: 5.B.

PRESENTER: Colin Smith, Airport Manager

ITEM/SUBJECT: Consider the approval of a Fixed-Based Operator agreement between the City of Nacogdoches and Milam Six, LLC for the operation of an aircraft rental business at A.L. Mangham Jr. Regional Airport. (Airport Manager)

SUMMARY/BACKGROUND: By City ordinance, anyone who operates a commercial business at the airport is designated as a Fixed-Based Operator (FBO). An FBO must operate under a formal written FBO Agreement with the City, and those agreements are typically 5-years in length. Milam Six LLC is seeking to operate under ordinance FBO Category B Aircraft Rental. The Airport Advisory Board offered advice on this FBO agreement, and the Airport Board of Adjustment granted a variance within this agreement. The proposed FBO Agreement for Milam Six LLC is attached for consideration.

FINANCIAL:

Item is budgeted:

Account No.: 32.13.526.02

Account Name: *FBO Misc. Sales*

Amount: Varies

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Economic Development

CITY CONTACT: Colin Smith - Airport Manager

ATTACHMENTS: 1. Milam Six FBO

**FIXED BASE OPERATOR AGREEMENT
A.L. MANGHAM, JR. REGIONAL AIRPORT
NACOGDOCHES, TEXAS**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

This Airport Fixed Base Operator Agreement (AGREEMENT) is reached on this 1st day of _____, 2026, by and between the CITY OF NACOGDOCHES, a municipal corporation, hereinafter referred to as CITY, and **MILAM SIX LLC**, a Texas limited liability company duly formed under the laws of the State of Texas, hereinafter referred to as OPERATOR.

For and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I. Recitals

It is the desire of the OPERATOR to establish and operate an aircraft rental business (the BUSINESS) at the A. L. Mangham Jr. Regional Airport (the AIRPORT).

It is the desire of OPERATOR to act as a Fixed Base Operator (FBO) at A.L. Mangham, Jr. Regional Airport (AIRPORT) and to perform all necessary functions and services as such in conformity to Minimum Standards for Fixed Base Operators as amended and as may be amended from time to time (the Minimum Standards) in Chapter 10, Section 10-3, of the Code of Ordinances, as adopted by the CITY, with the exception of requirement 3 under Category B where the OPERATOR is requesting a variance, as addressed in Section V. Item 4. of this agreement, for

the full term of this agreement. It is the desire of the CITY for OPERATOR to act as a Fixed Base Operator (FBO) at the AIRPORT under the Minimum Standards and the terms of this AGREEMENT.

OPERATOR will conduct business under the following fixed-base operator categories:

Category B- Aircraft Rental.

II. Term

1. The respective duties and obligations of the parties hereto shall be for a period of five (5) years commencing on the date of this AGREEMENT and terminating at the end of five years from such date unless sooner terminated.

2 In addition, at the discretion of the CITY, the fees chargeable for the privilege of operating as a FBO may be changed periodically by the City Council of the City of Nacogdoches.

III. Appointment as Fixed Base Operator

The CITY hereby designates and appoints **MILAM SIX LLC** as an FBO at the AIRPORT and grants OPERATOR the authority to operate under Categories B in conformity with the Minimum Standards as adopted by the CITY as amended and as may be amended from time to time, which are hereby incorporated in its entirety and made a part of this AGREEMENT, as if printed in full, and with the exception of the variance described in Section V. Item 4. of this agreement.

IV. Duties and responsibilities of CITY

CITY shall regulate and enforce all provisions of this AGREEMENT through the office of the City Manager or his/her designee.

V. Duties and Responsibilities of OPERATOR

The OPERATOR shall be responsible for the performance of the following duties and responsibilities:

1. OPERATOR shall maintain all functions, which fulfill the airport minimum standards under Category B – Aircraft Rental. OPERATOR shall receive all the proceeds, rebates and all other compensations paid for such services, and is responsible for the bookkeeping and accounting for such.

2. The OPERATOR shall carry comprehensive general liability insurance with limits of not less than \$300,000.00 per person, \$500,000.00 for each occurrence for personal injury, and \$200,000.00 property damage to cover damages caused in or any cause of action arising from carrying out any of its acts and duties hereunder. The CITY shall be included as an additional insured on the above policies and said policies shall be endorsed to waive subrogation and to be primary and noncontributory. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Nacogdoches, and only insurance carriers licensed and authorized to do business in the State of Texas will be accepted. "Claims made" policies will not be accepted.

3. The OPERATOR shall pay the CITY the following fees for operations in the following categories:

CATEGORY B: \$50/month per active aircraft ("flat fee") OR, alternatively, 1200 gallons of fuel purchased per rolling 12 month period per active aircraft utilizing the proprietary fuel discount card program offered by the CITY

OPERATOR will pay the flat fee monthly on no later than the 15th of the month, commencing the first month of this AGREEMENT and continuing for the life of this AGREEMENT. Should OPERATOR

choose the alternative fuel purchase in lieu of payment of the flat fee, the 1200 gallons of fuel must be purchased no later than the last day of the month of each rolling 12 month period of the term of the AGREEMENT. If 1200 gallons of fuel is not purchased in the first 12 months of this agreement, then the flat fee will be due retroactively starting with the first month until the 1200 gallon fuel purchase for a rolling 12 month period is met. An aircraft shall be considered active unless it is out of service for major (taking more than 30 days to complete) repairs or maintenance only, and the OPERATOR shall notify the CITY within 5 business days (before or after) of each instance that an aircraft is to be considered inactive for purposes of fee determination.

4. In accordance with the provisions set forth in Chapter 10 of the Code of Ordinances, City of Nacogdoches, Texas, on January 29, 2026, the OPERATOR requested and was granted by the Airport Board of Adjustment a variance to Ordinance Chapter 10-3 requirement 3. under Category B releasing OPERATOR from the requirement of leasing of ground for building and parking, office space, and a restroom for the entire term of this agreement. The OPERATOR is permitted to and shall conduct business from and store all aircraft inside hangars owned and under ground lease with the CITY by others as a sublessee. The OPERATOR shall abide by and meet all provisions and requirements set forth in the ground lease between the hangar owner and the CITY. The OPERATOR shall require all aircraft rental customers to park their automobiles in dedicated/parking striped/paved parking locations as designated by the CITY, or inside the subleased hangar, and NOT in the grass or other paved areas of the airport.

5. OPERATOR agrees and understands that OPERATOR'S status as an FBO is now and will remain non-exclusive.

6. The OPERATOR assures that it will undertake an affirmative action program as required by 14 CFR part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, notional origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The OPERATOR assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this part. The OPERATOR assures that it will require that its covered sub organizations provide assurance to the CITY that it similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

7. OPERATOR shall comply with all local, State, and Federal regulatory statutes, codes, rules, regulations, etc. for all business activities and services conducted at the airport.

8. The OPERATOR shall notify the CITY in writing of all individual aircraft in service under this agreement. Notice shall be given anytime an aircraft is added to or removed from the OPERATORS rental fleet. Notice shall include make, model and registration (tail) number as well as copy of the updated insurance certificates showing the aircraft is insured as required herein.

9. **Indemnity.** The OPERATOR agrees to indemnify, defend, and hold harmless the CITY, its officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements, and for liability of every kind, including all expenses of litigation, court costs, reasonable attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries, to, or sickness or death of any person to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual

property infringement, or failure to pay a sub-operator or supplier committed by the OPERATOR or the OPERATOR's agent, sub-operator under contract, or another entity over which the OPERATOR exercises control.

10. Release. The OPERATOR releases, relinquishes, and discharges the CITY, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the OPERATOR or its employees and any loss of or damage to any property of the OPERATOR or its employees that is caused by or alleged to be caused by, arises out of, or is directly related to the OPERATOR's activities. Both the CITY and the OPERATOR expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance, and in the event of injury, sickness, death, loss, or damage suffered by the OPERATOR or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the CITY, any other party released hereunder, the OPERATOR, or any third party.

VI. Termination Provisions

This AGREEMENT shall be terminable by the CITY upon occurrence of any default under its terms.

Default shall include:

- A. material breach of any provision of this AGREEMENT, including without limitation the failure to timely pay the fees set forth in this AGREEMENT;
- B. breach of Airport Rules and Regulations of A.L. Mangham, Jr. Regional Airport as amended or as may be amended from time to time that is not remedied by the following sub-paragraphs;

- C. material breach of Federal Aviation Regulations (FARs) (14 CFR Ch 1, et seq) promulgated by the Federal Aviation Administration (FAA) or other governmental agencies, which is not cured within a reasonable time;
- D. breach of laws, regulations, ordinances, directives, orders or the like of the United States, State of Texas, County of Nacogdoches or City of Nacogdoches reasonably related to operations at A.L. Mangham, Jr. Regional Airport or as an FBO;
- E. abandonment of FBO operations by failing to provide such services for a period over one hundred eighty (180) consecutive days;
- F. operating in an FBO category as such presently exists or as may be created, modified or amended in the future by the CITY for which OPERATOR has not entered into an FBO Agreement with the CITY;
- G. insolvency or other financial failure, which prevents OPERATOR from paying its obligations as those come due;
- H. loss, suspension, revocation or absence of any license, permit, certification, registration, or other authorization from, through or under the FAA, its rules, regulations or orders which is reasonably necessary to the operations of OPERATOR in the FBO Category at the AIRPORT;
- I. aiding or abetting persons in the violation of the Minimum Standards or Airport Rules and Regulations or misrepresenting the status of such persons as employees of the OPERATOR or donors of services without compensation.
- J. material breach of the ground lease associated with any hangar where OPERATOR'S aircraft are stored as set forth therein

Prior to declaring the OPERATOR in default, the CITY shall give thirty (30) days' written notice and opportunity to cure such default if and only if such proposed default:

1. does not pose any significant immediate safety or health hazard,
2. is not the same or similar to any other proposed default committed or allowed by OPERATOR in the preceding 12 months, and
3. provided OPERATOR has not committed or allowed over two other proposed defaults of any kind or character under this AGREEMENT within the preceding 12 months.

If notice of and time to cure a proposed default is not required under the preceding paragraph the CITY may, in its sole and uncontrolled discretion, immediately declare the default, terminate the AGREEMENT, and require OPERATOR to cease all FBO activities at the AIRPORT.

The Obligation to provide further services under this AGREEMENT may be terminated by either party upon ninety days' written notice with or without cause by the other party.

VII. Miscellaneous Provisions

1. The AIRPORT is under the authority of the Airport Manager or others as directed by the City Manager.
2. The Airport Manager maintains the right as granted by City Ordinance to grant temporary FBO permits and operate out of the AIRPORT Ramp or other areas as needed. FBO will be granted non-exclusive use of the AIRPORT Ramp area as needed for FBO operations.
3. It is clearly understood by the OPERATOR that no right or privilege has been granted to OPERATOR which would prevent any person, firm, or corporation operating aircraft on the AIRPORT, from performing any service on its own aircraft with its own regular employee

which is qualified by federal, state and or local regulations including aircraft maintenance and repair that it may choose to perform.

4. OPERATOR shall have the right to assign this AGREEMENT to another company for the remaining term of the AGREEMENT provided that **MILAM SIX LLC** is seeking to terminate services at the A.L. Mangham Jr. Regional Airport. This assignment would be subject to the approval of the City Manager in his/her sole discretion.

5. Under severe weather conditions the FBO may temporarily suspend operations with the approval of the Airport Manager or person as directed by the City Manager.

6. If the OPERATOR suffers financial hardship by airport closures, in part or in whole and which is caused by CITY actions, OPERATOR understands and agrees that the CITY is not liable to OPERATOR for any damages or losses resulting from closure. OPERATOR has the right to request a reduction in FBO fee's during the time affected. However, OPERATOR understands and agrees that the CITY has no obligation to grant the request for reduction.

7. The CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the AIRPORT against obstruction, together with the right to prevent the OPERATOR from erecting, or permitting to be erected any building or other structure on or adjacent to the AIRPORT which would limit the usefulness of the AIRPORT or constitute a hazard to aircraft.

8. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 USC § 40103.

9. This AGREEMENT shall be subordinate to and subject to the provisions of present and future agreements between the CITY and the United States, the Federal Aviation Administration or other state or federal agencies. This AGREEMENT shall further be subordinate to and subject to any present or future Federal, State or local law, rule, regulation, ordinance or order. OPERATOR agrees to assist the CITY in compliance with all such matters and to do nothing to jeopardize the CITY or place the CITY in default or breach of such matters.

10. Notwithstanding any provision of this AGREEMENT, CITY expressly reserves its governmental and proprietary rights, whatever they may be, to impose reasonable regulations, which might have the effect of limiting OPERATOR'S operations during the term of this AGREEMENT, provided such regulations are imposed for the purpose of promoting the safety and welfare of the citizens of the City of Nacogdoches and the flying community. OPERATOR understands and agrees that the CITY is not liable to OPERATOR for any damages or losses resulting from the imposition of such regulations.

11. In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the AGREEMENT, and this AGREEMENT shall be construed as if the invalid, illegal or unenforceable provision had never been included in the AGREEMENT.

12. This AGREEMENT shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. Nacogdoches County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought in connection with or that arises out of this AGREEMENT.

13. Waiver by either party of a breach, default, or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any prior, concurrent, or subsequent breach or default. None of the provisions of this AGREEMENT shall be considered waived by either party except when such waiver is given in writing.

14. This AGREEMENT constitutes the entire FBO agreement between the parties. No agreements, representations or warranties related to FBO privileges exist other than those specifically set forth in this AGREEMENT shall be binding on any of the parties unless set forth in writing and signed by both parties.

MILAM SIX LLC

By: 
Keith Martin - Member

Date: 02-02-2026

CITY OF NACOGDOCHES, TX

By: _____
Richard B. Beverlin, III - City Manager

Date: _____

APPROVED AS TO CONTENT:


Colin Smith - Airport Manager



City Council Meeting

Date: February 17, 2026

Agenda Item: 5.C.

PRESENTER: Colin Smith, Airport Manager

ITEM/SUBJECT: Consider approval of an Amendment and Renewal to the General Service Contract between the City of Nacogdoches and Opterra Solutions for herbicide/pesticide services at A.L. Mangham Jr. Regional Airport. (Airport Manager)

SUMMARY/BACKGROUND: This proposed general services agreement amendment and renewal covers 2026 herbicide and pesticide services for the entire airport property. The amendment to the contract task language will help maximize state grant reimbursement for these services as the reimbursement parameters of the grant have changed since the original contract with Opterra was entered. This is proposed to be the second and last of two optional annual renewals of this contract. The first renewal (2025 season) did not introduce any price increases. This second proposed renewal introduces a 5% price increase. The proposed price increase is in line with combined inflation (CPI-U) over the past two-year period. The original contract and proposed amendment/renewal documents are both attached for reference.

FINANCIAL:

Item is budgeted:

Account No.: 14.13.620.05

Account Name: *Grounds Maint.*

Amount: \$11,415.00

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Colin Smith - Airport Manager

ATTACHMENTS:

1. Contract 23-10-130_Signed with Opterra
2. Amendement and Renewal 2 - Opterra Solutions Contract 23-10-130 SIGNED BY CONTRACTOR

**CITY OF NACOGDOCHES
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the City of Nacogdoches, a Texas Home-Rule Municipal Corporation (the "City"), and Opterra Solutions (the "Contractor"), for the following work: Airport Herbicide/Pesticide Services as described in the Scope of Services attached as Exhibit "A".

**ARTICLE I
PAYMENT AND TERM**

1.1 Consideration. In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Ten-Thousand Eight Hundred Fifty and 00/100 Dollars (\$10,850.00)**. In no event shall payment under this contract exceed appropriations made by City Council.

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City's Payment and Approval. The City will pay the Contractor as shown in **Exhibit "B"** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.

1.4 Term. The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties. If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

1.5 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

**ARTICLE II
CHANGE ORDERS**

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

(a) City Manager Approval. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the

Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

(b) City Council Approval. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work.

(c) Increase in Scope. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.

(d) Dispute. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with the Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may

arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.2 The Contractor's insurance shall list the City of Nacogdoches, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "C"**. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "D"**.

ARTICLE V INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, employees, representatives, contractors, assignees and/or designees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

5.3 Notice of Claims. If a claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Agreement, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted.

ARTICLE VI GENERAL TERMS

6.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully

qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

6.2 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the date of termination.

6.3 Venue, Claims and Audit. (a) This Contract has been made under and shall be governed by the laws of the State of Texas.

(b) The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

(c) Venue of any dispute will be in Nacogdoches County, Texas.

(d) The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the authority of the City or the State Auditor to conduct an audit or investigation. Contractor agrees to cooperate and must provide the City or State Auditor with access to any information the City or State Auditor considers relevant to the investigation or audit.

6.4 Amendment. This Contract may only be amended by a written instrument approved and executed by the parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the following:

(a) Contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

(b) The Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA;

(c) In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of this contract it shall purchase products and

materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state;

6.7 Contractor Affirmations: If this contract is funded in whole or in part by money from the State of Texas, State law requires the following certifications, representations and/or warranties. By signature hereon affixed, the Contractor hereby certifies that:

6.7.1 Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.

6.7.2 Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.

6.7.1 **Antitrust.** Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

6.7.2 **Child Support.** Pursuant to §231.006(d), Texas Family Code, regarding child support, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.

Furthermore, any Contractor subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

6.7.3 **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities

ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.

6.7.4 Convictions. Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Respondent certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.

6.7.5 COVID Vaccinations. Respondent certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Respondent's business.

6.7.6 Boycott. (a) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

(b) To the extent this Contract has a value of \$100,000 or more and Respondent is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Respondent certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

6.8 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

6.9 Assignment. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

6.10 Invalid Provisions. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

City of Nacogdoches
Attn: Purchasing and Contract Specialist
PO BOX 635030
202 East Pilar Street
Nacogdoches, TX 75961

Opterra Solutions
Attn: Kacie Egan
135 Texas St
Gladewater, TX 75647
kacie.egan@opterrasolutions.com

6.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

6.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- A. Scope of Services
- B. Payment Schedule
- C. Insurance Requirements
- D. Certificates of Insurance

OPTERRA SOLUTIONS

By: Kacie Egan

Printed Name: Kacie Egan

Title: Account Manager

Date: 8/18/23

CITY OF NACOGDOCHES

By: 

City Manager

Date: 8/21/23

APPROVED AS TO FORM:



City Attorney

Date: 8/21/2023

EXHIBIT A SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

At least two applications of herbicide and one application of ant bait/poison shall be accomplished annually such that control is obtained for the contract period September 1.2023 to August 30. 2026.

Upon award of job, the obligation to provide services under the agreement may be terminated by either party upon ninety days' written notice with or without cause by the other party.

TASK A: HERBICIDE APPLICATION - At least two applications, with an additional application as requested by the City, to obtain year-round control of vegetation at the A.L. Mangham Jr. Regional Airport. Application will include:

1. Vegetation control for a width of two (2) feet along all runway lights, signs and edges of Runway 18-36, taxiways and ramp pavement.
2. Spot treatment of abandoned Runway 15-33.
3. Vegetation control for a width of two (2) feet along the perimeter around individual aircraft hangars, tractor barn and fuel containment area. Non-corrosive herbicide chemical agents shall be used around the hangars.
4. Vegetation control for a width of five (5) to ten (10) feet along creeks and drainage ditches, which cannot be mowed with a tractor along Runway 18-36 and on both the north end (FM225) and south end (Hwy 7 W) of the airport. Application technique and chemical herbicide agent used shall focus on vines and woody vegetation with preservation of native grasses for erosion control.

The estimated area for herbicide application is 235,965 square feet. Site map provided upon request by the City of Nacogdoches Engineering Department.

TASK B: HERBICIDE APPLICATION - At least two applications, with an additional application as requested by the City, to obtain year-round control of vegetation at the A.L. Mangham Jr. Regional Airport. Application will include:

I. Vegetation control for a width of five (5) feet along the airport boundary fence lines, which include FM225, State Highway 7 West and Terry Crawford Drive.

- a. Five (5) foot application swatch shall be centered on the fence line (half on each side of the fence), applied entirely from the airport side of the fence using non-corrosive herbicidal agents.

The estimated area for herbicide application is 305,669 square feet. Site map provided upon request by the City of Nacogdoches Engineering Department

TASK C: FIRE ANT BAIT/POISON APPLICATION - At least one application, with an additional application as requested by the City, to obtain **year-round** control of fire ant infestation at the A.L. Mangham Jr. Regional Airport. Application will include:

- I. Broadcast fire ant bait for a width of fifty (50) feet along edges of all runways, taxiways and ramp.
2. Treatment of all visible infestations within five (5) feet of all runways, taxiways and ramp area.
3. A liquid form of pesticide will be sprayed along t-hangars. Granule ant bait may NOT be broadcast directly on the taxiway.

The estimated area for insecticide application is 80,976 square feet. Site map provided upon request by the City of Nacogdoches Engineering Department.

EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit invoices to the City at the completion of each task, in accordance with the payment structure listed below, coinciding with the quote received from the vendor. Invoices must be accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

COST OF TASK A	COST OF TASK B	COST OF TASK C
FIRST APPLICATION: \$1,750	FIRST APPLICATION: \$1,400	FIRST APPLICATION: \$700
SECOND APPLICATION: \$1,750	SECOND APPLICATION: \$1,400	ADDITIONAL APPLICATION: \$700
ADDITIONAL APPLICATION: \$1,750	ADDITIONAL APPLICATION: \$1,400	

**ANY AND ALL ADDITIONAL APPLICATIONS MUST BE APPROVED BY THE AIRPORT MANAGER
PRIOR TO APPLICATION.**

EXHIBIT C

INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for

bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.

- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better rating under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- A. Workers compensation insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - 3. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT D CERTIFICATES OF INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/3/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 115 Central Island Street Suite 100 Charleston SC 29492			CONTACT NAME: Joy St. Martin PHONE: 843-972-4721 FAX: 843-677-6062 E-MAIL: joy_st.martin@ajg.com ADDRESS: joy_st.martin@ajg.com		
INSURED Opterra Solutions, Inc. fka NaturChem, Inc. 270 Bruner Rd. Lexington, SC 29072			INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburgh 19445 INSURER B: Commerce and Industry Insurance Company 19410 INSURER C: SiriusPoint Specialty Insurance Corporation 19820 INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 663683438		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
RTR LTR	TYPE OF INSURANCE A ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ PRO. SECT ☒ LOC OTHER	ADDRESS INS'D WVD	POLICY NUMBER 5268252	POLICY EFF. DATE (MM/DD/YYYY) 6/30/2023	POLICY EXPI. DATE (MM/DD/YYYY) 6/30/2024
				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$300,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
A ☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY			4480734	6/30/2023	6/30/2024
				COMBINED SINGLE LIMIT (EA OCCURRENCE) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$3,000,000 \$3 \$3 \$
D ☒ UMBRELLA/LIAB EXCESS LIAB DED ☒ RETENTION \$1,000			BE058206201	6/30/2023	6/30/2024
				EACH OCCURRENCE AGGREGATE Prodc/O Agg	\$10,000,000 \$10,000,000 \$10,000,000
A ☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	015953849	6/30/2023	6/30/2024
				E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,090,000 \$1,000,000 \$1,000,000
C ☒ Pollution Liability			CPL500020530	6/30/2023	6/30/2024
				EA Occurrence Policy Limit Deductible Incident	\$1,000,000 \$2,000,000 \$25,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
CERTIFICATE HOLDER For Information Only			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
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ACORD 25 (2016/03)

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**AMENDMENT AND RENEWAL
TO
GENERAL SERVICE CONTRACT 23-10-130**

This Amendment and Renewal to the General Service Contract (the “Amendment and Renewal”) is made and entered on _____, 2026 (the “Effective Date”) by and between the **City of Nacogdoches, Texas**, a Texas municipal corporation (the “City”), acting by and through its City Manager, and **Opterra Solutions** (“Contractor”), which may be referred to herein singularly as “Party”, or collectively as the “Parties.”

**I.
Recitals**

WHEREAS, the parties executed a General Services Contract (the “Contract”) on or about August 21, 2023, wherein the City engaged the Contractor for Airport Herbicide/Pesticide Services, pursuant to the terms, conditions, and provisions stated in the Contract; and

WHEREAS, the parties desire to amend and renew the Contract in order to reflect their agreement to modify the language of **Exhibit A** to the Contract setting forth the Scope of Services to be provided;

**II.
Amendment**

A. The City and Contractor agree to amend the language of the **Task Sections of Exhibit A** of the Contract to read as follows:

TASK A: HERBICIDE APPLICATION - At least two applications, with an additional application as requested by the City, to obtain year-round control of vegetation at the A.L. Mangham Jr. Regional Airport. Application will include:

1. Herbicide vegetation control in the cracks of and for a width of two (2) feet around all airside runway, taxiway and ramp pavements.
2. Herbicide vegetation control around and under all airfield electrical equipment, lights and signs.
3. Herbicide vegetation control in a five (5) foot application swath, centered and along on all airfield perimeter security/game-proof fencing. Application shall be from the airport side of the fence using non-corrosive herbicide chemical agents.

TASK B: HERBICIDE APPLICATION - At least two applications, with an additional application as requested by the City, to obtain year-round control of vegetation at the A.L. Mangham Jr. Regional Airport. Application will include:

1. Herbicide vegetation control for a width of two (2) feet along the perimeter and

around individual aircraft hangars, tractor barn, fuel containment area and parking lot pavements. Non-corrosive herbicide chemical agents shall be used around the hangars.

2. Herbicide vegetation control for a width of five (5) to ten (10) feet along creeks and drainage ditches which cannot be mowed with a tractor along Runway 18-36 and on both the north end (FM225) and south end (Hwy 7 W) of the airport. Application technique and chemical herbicide agent used shall focus on vines and woody vegetation with preservation of native grasses for erosion control.

TASK C: PESTICIDE APPLICATION - At least one application, with an additional application as requested by the City, to obtain **year-round** control of fire ant infestation at the A.L. Mangham Jr. Regional Airport. Application will include:

1. Pesticide broadcast ant control around all airside runway/taxiway edge lights, lighted aircraft directional signs, and aircraft navigational equipment and lights.

B. The City and Contractor agree to amend the language of the **ARTICLE I Section 1.1: Consideration** of the Contract to read as follows: In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Eleven Thousand Four Hundred Fifteen and 00/100 Dollars (\$11,415.00)**. In no event shall payment under this contract exceed appropriations made by City Council.

C. The City and Contractor agree to amend the language of the **PAYMENT SCHEDULE TABLE Sections of Exhibit B** of the Contract to read as follows:

COST OF TASK A: First Application \$1,840.00, Second Application \$1,840.00, Additional Application \$1,840.00.

COST OF TASK B: First Application \$1,475.00, Second Application \$1,475.00, Additional Application \$1,475.00.

COST OF TASK C: First Application \$735.00, Additional Application \$735.00.

D. No other amendments, changes or alterations are being made to the Contract beyond those listed in Section II. Item A. herein, and all other provisions of the Contract still apply.

III. Renewal

A. CONTRACT RENEWAL. This Amendment and Renewal confirms that both parties agree to

renew the services stated in the Contract, as amended herein, for one additional year per Article I Section 1.4 of the Contract

IV. Miscellaneous

A. BINDING EFFECT. This Amendment and Renewal shall be binding upon and inure to the benefit of the parties and their respective predecessors, successors, legal representatives, administrators, attorneys, executors and assigns, as well as their agents, servants, employees, and affiliates, and all persons, either natural or corporate, in privity with any of them.

B. GOVERNING LAW AND VENUE. This Amendment and Renewal shall be governed by and construed in accordance with the laws of the State of Texas and any applicable laws of the United States of America. Nacogdoches County, Texas shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought in connecting with or that arise out of this Amendment.

C. SEVERABILITY. Any provision of this Amendment and Renewal held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and Renewal or the Contract and the effect thereof shall be confined to the provision held to be invalid or illegal. The parties agree that all terms and provisions of this Amendment and Renewal are contractual in nature and not merely recitals.

D. HEADINGS. The paragraph headings in this Amendment and Renewal are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Amendment and Renewal or of any part hereof.

E. ENTIRE AGREEMENT. This Amendment and Renewal constitutes the parties' entire agreement respecting the matters contained herein and supersedes all previous agreements, whether written or oral, relating to such matters. This Amendment and Renewal represents the final agreement between the Parties respecting the matters contained herein, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties respecting the matters contained herein. The parties have not made any representations not stated herein, nor have they relied upon any representation not stated herein in deciding whether to execute this Amendment and Renewal.

IN WITNESS THEREOF, the City and the Contractor have executed this Amendment and Renewal effective as of the date first written above.

Signature Page Immediately Follows

CITY OF NACOGDOCHES:

By: _____

Richard Beverlin, III
City Manager

City of Nacogdoches
PO Box 635030
Nacogdoches, TX 75963

CONTRACTOR:

By: 

Printed Name: **Adam Waddell**

Title: **Regional General Manager**

Opterra Solutions
135 Texas St.
Gladewater TX 75647

APPROVED AS TO CONTENT:

By: _____

Colin Smith,
Airport Manager

APPROVED AS TO FORM:

By: _____

Jerry Baker,
City Attorney



Opterra Solutions

Proposal #52172

Proposal Date: 01/20/2026
Proposal Valid Through: 02/13/2026
Service Valid Through: 08/21/2026
Terms: Net 30
PO#:

Bill To:

City of Nacogdoches
Finance Department
PO Drawer 635070
Nacogdoches TX 75963-5070
United States

Total

USD 6,990.00

Ship To:

Nacogdoches Airport
5652 Terry Crawford dr
Nacogdoches TX 75961
United States

Sales Rep: Pecaut, Sam

Sales Rep

Email: Sam.Pecaut@opterrasolutions.com

Sales Rep Phone: (972) 561-0838

Customer Contact: Colin Smith

Description	Quantity	Total
1. Herbicide vegetation control in the cracks of and for a width of two (2) feet around all airside runway, taxiway and ramp pavements. 2. Herbicide vegetation control around and under all airfield electrical equipment, lights and signs. 3. Herbicide vegetation control in a five (5) foot application swath, centered and along on all airfield perimeter security/game-proof fencing. Application shall be from the airport side of the fence using non-corrosive herbicide chemical agents.	1	1,840
1. Herbicide vegetation control in the cracks of and for a width of two (2) feet around all airside runway, taxiway and ramp pavements. 2. Herbicide vegetation control around and under all airfield electrical equipment, lights and signs. 3. Herbicide vegetation control in a five (5) foot application swath, centered and along on all airfield perimeter security/game-proof fencing. Application shall be from the airport side of the fence using non-corrosive herbicide chemical agents.	1	1,840
ANT CONTROL 1. Pesticide broadcast ant control around all airside runway/taxiway edge lights, lighted aircraft directional signs, and aircraft navigational equipment and lights.	1	735
1. Herbicide vegetation control in the cracks of and for a width of two (2) feet around all airside runway, taxiway and ramp pavements. 2. Herbicide vegetation control around and under all airfield electrical equipment, lights and signs. 3. Herbicide vegetation control in a five (5) foot application swath, centered and along on all airfield perimeter security/game-proof fencing. Application shall be from the airport side of the fence using non-corrosive herbicide chemical agents.	1	1,840
ANT CONTROL 1. Pesticide broadcast ant control around all airside runway/taxiway edge lights, lighted aircraft directional signs, and aircraft navigational equipment and lights.	1	735
Subtotal		6,990.00
Tax		0.00
Total		USD 6,990.00

Approved by/Date: _____



Opterra Solutions

Proposal #52172

THIS IS NOT A BILL.

Thank you for the opportunity to provide this proposal. Included, you will find our scope of work and pricing. We ask that you review, approve, and return this proposal at your earliest convenience.

Terms and Conditions:

- Prices include labor, materials, and transportation. Subject to Change.
- Pricing valid for 30 days from the date of proposal.
- Invoices due Net30 from the date of the invoice unless otherwise specified.
- Opterra Solutions will maintain adequate insurance.
- All products used are EPA-approved.

We are excited about the opportunity to partner with you. Don't forget to inquire about Opterra Solutions' Customer Portal. If any changes are required to your service or billing contacts on this proposal, please include that information with your approval for service. If you have any questions, please don't hesitate to call or email.

Approved by/Date: _____



Opterra Solutions

Proposal #56615

Proposal Date: 01/20/2026
Proposal Valid Through: 02/13/2026
Service Valid Through: 08/21/2026
Terms: Net 30
PO#:

Bill To:
City of Nacogdoches
Finance Department
PO Drawer 635070
Nacogdoches TX 75963-5070
United States

Total
USD 4,425.00

Ship To:
Nacogdoches Airport
5652 Terry Crawford dr
Nacogdoches TX 75961
United States

Sales Rep: Pecaut, Sam
Sales Rep
Email: Sam.Pecaut@opterrasolutions.com
Sales Rep Phone: (972) 561-0838

Customer Contact: Colin Smith

Description	Quantity	Total
1. Herbicide vegetation control for a width of two (2) feet along the perimeter and around individual aircraft hangars, tractor barn, fuel containment area and parking lot pavements. Non-corrosive herbicide chemical agents shall be used around the hangars.		
2. Herbicide vegetation control for a width of five (5) to ten (10) feet along creeks and drainage ditches which cannot be mowed with a tractor along Runway 18-36 and on both the north end (FM225) and south end (Hwy 7 W) of the airport. Application technique and chemical herbicide agent used shall focus on vines and woody vegetation with preservation of native grasses for erosion control.	1	1,475
1. Herbicide vegetation control for a width of two (2) feet along the perimeter and around individual aircraft hangars, tractor barn, fuel containment area and parking lot pavements. Non-corrosive herbicide chemical agents shall be used around the hangars.		
2. Herbicide vegetation control for a width of five (5) to ten (10) feet along creeks and drainage ditches which cannot be mowed with a tractor along Runway 18-36 and on both the north end (FM225) and south end (Hwy 7 W) of the airport. Application technique and chemical herbicide agent used shall focus on vines and woody vegetation with preservation of native grasses for erosion control.	1	1,475
1. Herbicide vegetation control for a width of two (2) feet along the perimeter and around individual aircraft hangars, tractor barn, fuel containment area and parking lot pavements. Non-corrosive herbicide chemical agents shall be used around the hangars.		
2. Herbicide vegetation control for a width of five (5) to ten (10) feet along creeks and drainage ditches which cannot be mowed with a tractor along Runway 18-36 and on both the north end (FM225) and south end (Hwy 7 W) of the airport. Application technique and chemical herbicide agent used shall focus on vines and woody vegetation with preservation of native grasses for erosion control.	1	1,475
Subtotal		4,425.00
Tax		0.00
Total		USD 4,425.00

Approved by/Date: _____



Opterra Solutions

Proposal #56615

THIS IS NOT A BILL.

Thank you for the opportunity to provide this proposal. Included, you will find our scope of work and pricing. We ask that you review, approve, and return this proposal at your earliest convenience.

Terms and Conditions:

- Prices include labor, materials, and transportation. Subject to Change.
- Pricing valid for 30 days from the date of proposal.
- Invoices due Net30 from the date of the invoice unless otherwise specified.
- Opterra Solutions will maintain adequate insurance.
- All products used are EPA-approved.

We are excited about the opportunity to partner with you. Don't forget to inquire about Opterra Solutions' Customer Portal. If any changes are required to your service or billing contacts on this proposal, please include that information with your approval for service. If you have any questions, please don't hesitate to call or email.

Approved by/Date: _____



City Council Meeting

Date: February 17, 2026

Agenda Item: 5.D.

PRESENTER: Jason Vickery, Assistant City Engineer

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Pape-Dawson Consulting Engineers, LLC for professional engineering services on the Water System Well Rehab (CIP Project WA-26-601) for Well No. 6 in the amount of \$52,000.00. (Asst. Director Public Works/Asst. City Engineer)

SUMMARY/BACKGROUND: The City's water well system utilizes groundwater to supply the south side of the City. The City budgets annually for water well rehabilitation to keep the supply system in good working order. Water Well No. 6 has been identified by staff as needing significant rehabilitation in the current year. Work needed to rehabilitate this well includes the replacement of a vertical turbine pump and cleaning of the casing and screens. All pumps have wearable parts and a limited life span and the existing pump is in need of replacement.

Pape-Dawson Consulting Engineers, LLC (Pape-Dawson), previously KSA Engineers, has performed engineering design services for the City on numerous projects, including last year's Water Well No. 11 rehabilitation project, and staff is confident in their expertise in this area for these services. They will provide preliminary and final design for the rehabilitation, bid phase services and construction administration. This contract is in the amount of \$52,000.00 and there is a budget available for this contract.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 680.97

Account Name: *Water Production - CIP*

Amount: \$52,000.00

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Jason Vickery - Assistant Director of Public Works
vickeryj@nactx.us
(936) 559-2518

ATTACHMENTS: 1. Pape Dawson Contract Water Well 6 Rehab

**CITY OF NACOGDOCHES
ARCHITECTURAL & ENGINEERING
PROFESSIONAL SERVICES CONTRACT**

This Contract is between the **City of Nacogdoches**, a Texas home-rule municipal corporation, (the “City”) and **Pape-Dawson Consulting Engineers, LLC** (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
Scope of Services**

- 1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit A**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **2026 Well 6 Rehabilitation Project** (the “Project”).

**ARTICLE II
Payment**

- 2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit B**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Fifty-Two Thousand and 00/100 Dollars (\$52,000.00)**.

**ARTICLE III
Time of Performance and Construction Cost**

- 3.01 The Consultant shall complete the professional services within the times set forth in **Exhibit B**. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
- 3.02 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant’s services to meet the City’s project milestone dates which are included in this Contract. The Consultant’s schedule shall include allowances for periods of time required for the City’s review and for approval of submissions by authorities having jurisdiction over the Project. The schedule will also specify payment milestones associated with design tasks.

- 3.03 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.04 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.05 Consultant shall be responsible for the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.06 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost represent the Consultant's best judgment as a design professional familiar with the construction industry.

ARTICLE IV

Conceptual Design

- 4.01 ~~Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.~~
- 4.02 ~~The Consultant shall determine the Project needs, including, but not limited to, tests, analyses, reports, site evaluations, surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the project phases from Conceptual Design to Construction, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable. Consultant shall~~

~~generally review the City's available budget for the Project and provide an early opinion of the adequacy of funds for the intended scope of work.~~

- ~~4.03 The Consultant shall prepare a Conceptual Design that shall include preliminary schematic layouts, alternative ideas, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and/or City Council to make a presentation of its report.~~

ARTICLE V

Preliminary Design

- 5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate costs for allowances, contingencies, fees, permits, and all other costs involved in constructing the Project and the time required for construction of the Project from commencement to final completion.
- 5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall provide a Preliminary Engineering Report and meet with the City staff and/or City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design and cost estimate and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI

Final Design

- 6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to civil, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final

Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

- 6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project. Additionally, Consultant will provide technical criteria, written descriptions and design data for the City's use in filing applications for permits from other governmental authorities or entities. Consultant shall assist the City in the preparation of permits and consultations with other entities having jurisdiction over the Project.
- 6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.
- 6.04 The Consultant shall provide the City with complete construction design plans and contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and/or the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design and cost estimate.

ARTICLE VII

Bid Preparations & Evaluation

- 7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and/or the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.
- 7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. The Consultant shall also review the qualifications and references of the lowest responsible bidder. A written evaluation of the bids shall be provided to the City by Consultant and shall include any bidding irregularities subject to waiver. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

- 7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII Construction Administration

- 8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction or warranty period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.
- 8.02 The Consultant shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.
- ~~8.03 Resident Project Representative (RPR): The Consultant shall provide the services of an RPR to support more frequent and extensive observations of the contractor's work. The presence of the RPR will not diminish the responsibilities of the Consultant's design professionals to provide site visits to monitor the progress of the project. Duties and responsibilities of the RPR include:~~
- ~~a. The RPR will generally deal directly with the contractor and report to the Consultant, who in turn will report to the City. The RPR works under the direction of the Consultant. The RPR may communicate directly with the City, but only with the knowledge of the Consultant.~~
 - ~~b. The RPR will not normally direct the work of the contractor but shall observe its compliance with the plans and specifications and report such directly to the Consultant. The RPR can communicate any concerns directly to the contractor, but all observed conditions will always be given to the Consultant as well.~~
 - ~~c. If the RPR observes unsafe conditions, or other potentially hazardous conditions that might risk life and safety to anyone, he/she will immediately report such to the contractor, Consultant and City. In such circumstances, the RPR will have the authority to stop the work of the contractor until the issue can be resolved.~~
 - ~~d. The RPR shall, on behalf of the Consultant, make and keep as-built drawings in the field to record any variances from the original designs shown in plans and specifications.~~
 - ~~e. The RPR shall keep and maintain inspection reports for each day he/she is present on the project site. These reports shall be made available to the City at the end of the~~

~~project. The daily reports shall include times of observations, activities observed, materials used or delivered to the job, problems encountered and solutions or adjustments made in the field.~~

~~f. The RPR shall review pay estimates from the contractor, on behalf of the Consultant, to verify the quantity and quality of work requested for payment. At no time will the RPR approve pay estimates, contract addendums, modifications, or change orders involving changes in the contract price.~~

~~g. The RPR shall be present to observe and witness all testing of on-site equipment and installed materials under the direction of the Consultant.~~

8.04 The Consultant shall keep the City informed of the progress and quality of the work through periodic project meetings and written monthly status reports. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.05 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.06 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.07 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.08 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections, observations, and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that

the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

- 8.09 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.
- 8.10 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.
- 8.11 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 8.12 The Consultant shall recommend and prepare change orders, work directives and clarification notices on behalf of the City but shall not execute and issue such documents or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 8.13 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.
- 8.14 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX

Change Orders & Documents & Materials

- 9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid to Consultant except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project, except upon the prior written approval from authorized personnel of the City.
- 9.02 a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the

City Council must approve such change order prior to commencement of the services or work.

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order. For such contracts, when a change order exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.

c. **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

- 9.03 The Consultant shall furnish the City **Two (2)** sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Consultant shall provide the City **One (1)** set of ~~reproducible, mylar~~ record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's work product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X

Warranty, Indemnification & Release

- 10.01 Pursuant to Section 271.904(d) of the Texas Local Government Code, the Consultant shall perform the services with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary skill and care of a competent engineer or architect. The Consultant warrants that the information provided by the Consultant, the design, the preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the

City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

- 10.02 The Consultant shall promptly correct any defective designs or specifications furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.
- 10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 10.05 INDEMNITY. THE CONSULTANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES (SEPARATELY AND COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "INDEMNITEE"), FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILFULL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY AND OTHERWISE RELATED TO CONSULTANT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, ORDER FULFILLERS, OR CONSULTANTS UNDER CONTRACT TO CONSULTANT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT.**

- 10.06 CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONSULTANT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR THE CITY'S AND /OR CONSULTANT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE CITY BY CONSULTANT OR OTHERWISE TO WHICH THE CITY HAS ACCESS AS A RESULT OF CONSULTANT'S PERFORMANCE UNDER THE CONTRACT.**
- 10.07 CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM UNDER 10.05 OR 10.06. CONSULTANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE OF ANY LAWSUIT SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. IF THE CITY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONSULTANT OR IF THE CITY IS REQUIRED BY LAW TO SELECT SEPARATE COUNSEL, THE CITY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CONSULTANT WILL PAY ALL REASONABLE COSTS OF THE CITY'S COUNSEL.**
- 10.08 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.**
- 10.09 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05, 10.06, 10.07 and 10.08 such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent**

necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI Insurance

- 11.01 The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on **Exhibit C**.

ARTICLE XII Use of Drawings, Specifications and Other Documents

- 12.01 The drawings, specifications and other documents prepared by the Consultant and Consultant's sub-consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's drawings, specifications and other documents.
- 12.02 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its sub-consultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.
- 12.03 In the event of termination of this Contract for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the

City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII

Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days' written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. To the extent of funds appropriated or otherwise legally available for such purposes, the Consultant shall be compensated only for the services satisfactorily performed prior to the termination date.
- 13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice to the Consultant. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.
- 13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV

Miscellaneous Terms

- 14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.
- 14.02 The City, or if State funds are used to pay any part of this contract, the State Auditor, may conduct an audit or investigation of any entity receiving funds directly under this contract or indirectly through a subcontract under the contract. Acceptance of funds under the contract or through a subcontract under the contract acts as acceptance of the authority of the City or the State Auditor to conduct an audit or investigation. Consultant agrees to cooperate and must provide the City and/or State Auditor with access to any information the City and/or State Auditor considers relevant to the investigation or audit. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.
- 14.03 The Consultant shall retain all such records for a period of four (4) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.
- 14.04 Consultant hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section

1 et seq., and/or which arise under the antitrust laws of the State of Texas, Business and Commerce Code Ann., Section 15.01, et seq.

- 14.05 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Nacogdoches
Attn: City Manager
202 East Pilar Street
P.O. Box 635030
Nacogdoches, Texas 75961

Consultant:
Pape-Dawson Consulting Engineers, LLC
Attn: C. Daniel "Danny" Hays, PE
320 North Street, Suite 204
Nacogdoches, Texas 75961

- 14.06 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.07 This Contract represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 14.08 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.
- 14.09 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14.10 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Nacogdoches, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 14.11 **Contractor Affirmations:** If this contract is funded in whole or in part by money from the State of Texas, State law requires the following certifications, representations and/or warranties. Regardless of funding by the State, by signature hereon affixed, the Contractor hereby certifies that:

- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
- (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- (d) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.
- (e) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- (f) **Convictions.** Under Sections 2155.006, 2155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.
- (g) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.

(h) **Boycotts.** (a) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract.

(b) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

14.12 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.13 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed. The parties may execute this Contract in duplicate originals, each of equal dignity.

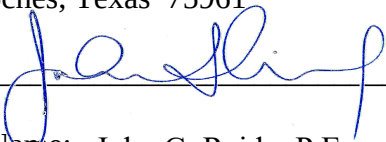
14.14 **Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

PAPE-DAWSON CONSULTING ENGINEERS, LLC

320 North Street, Suite 204

Nacogdoches, Texas 75961

By: _____



Printed Name: John G. Reidy, P.E.

Title: Managing Principal

Date: February 9, 2026

Firm Registration No.: 470

CITY OF NACOGDOCHES

P. O. Box 635030

Nacogdoches, Texas 75963-5030

By: _____

Printed Name: _____

Title: City Manager

Date: _____

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

Exhibit A

Scope of Services

The proposed project will consist of the following engineering and construction phase services:

Rehabilitation of Water Well 6 including:

- Removal of existing pump
- CCTV inspection (pre- and post-rehabilitation) of water well
- Cleaning and debris removal from water well
- Installation of new vertical lineshaft deep well pump matching design operating conditions of existing pump
- Well disinfection
- Site restoration

Proposed scope of services are as follows:

I. CONSTRUCTION DOCUMENTS (TASK 301)

- Conduct an initial site visit to gather information for preparation of the specifications package and research TCEQ and/or TWDB databases for well documentation.
- Review Client provided documentation associated with the water well.
- Prepare Construction Documents (CD) drawings, specifications, and unit prices form indicating the scope, extent, and character of the construction of the proposed improvements for review, discussion, and acceptance for bidding.
- Provide an opinion of probable construction cost to reflect the work outlined in the Construction Documents (CD).
- Conduct one (1), in-person Construction Documents (CD) review meeting to review and discuss submitted documents.
- Compile and provide meeting minutes documenting recollection of items discussed and attendees that participated in the Construction Documents (CD) review meeting and distribute electronically.

II. BIDDING (TASK 401)

- Schedule two (2) publications of advertisement for bids with local newspaper. Fees for publications to be paid directly to the newspaper by the City of Nacogdoches.
- Publish the bid and construction documents on www.civcastusa.com for downloading, viewing, and preparation of bids by interested parties.
- Evaluate and determine the acceptability of “Engineer-approved equals” and substitute materials and equipment proposed by bidders.
- Consult with the Client as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the bid or construction documents.

- Issue addenda to contract any identified and necessary revisions, clarifications, and/or corrections to the bid and construction documents during the bidding process.
- Conduct one (1) bid opening and document as-read bid amounts from submitted bids.
- Tabulate bids and provide bid tabulation.
- Evaluate bid proposals and qualifications by reviewing information submitted in the bid and contacting references to confirm whether bidders appear qualified to perform outlined work.
- Provide an award consideration letter containing information regarding the lowest responsive bidder's appearance of qualifications and capabilities based on information provided.

III. CONSTRUCTION ADMINISTRATION (TASK 402)

- Prepare, compile, and mail three (3) construction contracts to the awarded Contractor for review and execution.
- Communicate and review Contractor's execution of construction contracts.
- Compile and mail construction contracts to the Client for review and execution.
- Communicate and review Client's execution of construction contracts.
- Coordinate and conduct one (1) pre-construction conference with the Client and Contractor.
- Coordinate and conduct four (4) monthly progress meetings with Client and Contractor. Progress meetings to be held at the project site for Engineer's observance of the progress of work. The number of meetings included herein is based on a 4-month construction schedule.
- Compile and provide meeting minutes documenting recollection of items discussed and attendees that participated in construction meetings.
- Review, approve, comment, and/or reject general, material, equipment, and project information submittals and shop drawings to check for general compliance with the construction documents.
- Evaluate and determine the acceptability of equivalent and/or substitute materials and equipment proposed by Contractor.
- Review Contractor's requests for information (RFIs) and issue necessary clarifications and interpretations of the construction documents as appropriate to the orderly completion of the Work.
- Review Contractor's pay applications with accompanying information and schedule and recommend payment for amounts of work completed in the pay period. Submit progress estimates to the Client for review, consideration, and payment.
- Review, compile, and recommend field work orders, change orders, and/or work change directives as appropriate for review and consideration by Client.
- Attend one (1) preliminary substantial completion meeting on site.
- Prepare punch list for Contractor's use in addressing outstanding and/or deficient work.
- Review, consider, approve, and process the Contractor's Certificate of Substantial Completion once work is deemed to have reached Substantial Completion status.
- Attend one (1) final walkthrough meeting on site.
- Coordinate, review, consider, approve, and process close out documents for the project upon Contractor's completion of contracted work.

- Compile Contractor and Project Representative record drawings to prepare and provide final record drawings.

Note: Fees noted as "Allowance" are estimated amounts for the respective tasks. Final amount to be invoiced based on actual efforts. Pape-Dawson to inform Client and request Client's prior approval if the allowance amount is expected to be exceeded.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Any professional opinions expressed in AI generated meeting notes should be confirmed by the client in contract documents and communications.*
- *Agency review fees, permitting fees, platting fees, and recording fees are not included herein.*
- *Newspaper advertising fees are not included herein.*
- *This proposal does not include rezoning of the property.*
- *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- *Assumes no detailed flood studies are required.*
- *Fees for engineering services do not include detention basin design, if required by the City.*
- *Excludes topographic survey, sanitary easement investigations/preparation, water testing laboratory services, and material testing during construction.*
- *Proposal assumes that the relocation of existing underground utilities, if identified after start of construction, is not included.*
- *Preliminary site schematic and proposed fees anticipate no impacts from Endangered Species and environmental impacts investigation and reports.*
- *Preliminary site schematic and proposed fees anticipate no impacts from Archaeological investigations and/or State of Texas Antiquities permits.*
- *Changes made to the site plan after design has begun will constitute a change of scope and additional fees will be required.*
- *Endangered specified habitat evaluation for existing or future endangered or threatened species within site are not included within this proposed scope of services.*
- *Additional services related to response to public comments or requests for a contested case hearing in relation to the permit are not included in the scope at this time.*
- *No value engineering is included herein.*
- *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- *Construction observation, other than Engineer's monthly site visits, is not included herein.*
- *Engineer's scope of services assumes the existing well piping and electrical are to remain with no improvements.*
- *Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*

Exhibit B
Payment Terms and Schedule

Compensation for services shall be payable by the City pursuant to the schedule listed below and upon completion of the services and acceptance by the City. Construction Phase services shall be billed monthly at rates set forth in this section accompanied by an explanation of charges, professional fees, services and expenses. The City will pay invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Lump Sum Services

I.	Task 301 - Construction Documents	\$ 20,000.00
II.	Task 401 - Bidding	\$ 7,000.00
	Subtotal	\$ 27,000.00

Time and Materials Services (hourly, rate schedule attached)

III.	Task 402 - Construction Administration	\$ 25,000.00 (Not to Exceed)
	Total	\$ 52,000.00

Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$52,000.00).

SCHEDULE

Engineer to perform the scope of services as set forth in accordance with the following:

- Construction Documents – 45 calendar days from Notice to Proceed
- Advertise and Open Bids – 90 calendar days from Notice to Proceed
- Begin Construction – 135 calendar days from Notice to Proceed
- End Construction - 255 calendar days from Notice to Proceed

Time taken for review of the plans and specifications by Client staff shall be in addition to the calendar day periods. Engineer shall allow a minimum of 10 calendar days for Client review of the plans and project manual at the Construction Documents phase of the project.

Engineer shall not commence a Phase until it receives written notice from the Client to proceed with that Phase. Upon written request of Engineer to the Client and Client's approval, the Client shall grant time extensions during each Phase for any delays caused by the Client or other agencies and consultants with which the services must be coordinated, and over which Engineer has no control.



2026 SCHEDULE OF HOURLY FEES

Principal/Senior Vice President	\$385.00/hour
Vice President	\$375.00/hour
Practice Leader	\$365.00/hour
Associate Vice President	\$330.00/hour
Senior Program Manager	\$360.00/hour
Program Manager	\$275.00/hour
Senior Project Manager	\$315.00/hour
Design Leader	\$295.00/hour
Principal Engineer	\$270.00/hour
Senior Aviation Planner	\$280.00/hour
Aviation Planner IV	\$255.00/hour
Aviation Planner III	\$160.00/hour
Aviation Planner II	\$150.00/hour
Aviation Planner I	\$130.00/hour
Senior Project Architect	\$285.00/hour
Project Architect	\$155.00/hour
Design Architect	\$115.00/hour
Landscape Architect	\$155.00/hour
Electrical Engineer	\$270.00/hour
Electrical Design Engineer	\$170.00/hour
Project Controls Manager	\$275.00/hour
Project Controls Specialist	\$160.00/hour
Project Manager	\$240.00/hour
Senior Project Engineer	\$215.00/hour
Project Engineer	\$200.00/hour
Engineer IV	\$180.00/hour
Engineer III	\$160.00/hour
Engineer II	\$150.00/hour
Engineer I	\$140.00/hour
Senior Designer	\$185.00/hour
Senior Engineering Technician	\$245.00/hour
Designer	\$165.00/hour
Engineering Technician	\$190.00/hour
CAD Technician III	\$140.00/hour
CAD Technician II	\$115.00/hour
CAD Technician I	\$ 95.00/hour
Technician	\$135.00/hour
Technician – Intern	\$110.00/hour
GIS Manager	\$200.00/hour
GIS Analyst	\$155.00/hour
Data Analyst	\$160.00/hour
Document Controls Specialist	\$160.00/hour
Regulations Compliance Specialist	\$130.00/hour
Senior Project Coordinator	\$230.00/hour

Project Coordinator	\$150.00/hour
Senior Construction Manager	\$275.00/hour
Construction Manager	\$250.00/hour
Senior Field Coordinator	\$210.00/hour
Field Manager	\$200.00/hour
Field Coordinator	\$160.00/hour
Senior Project Representative	\$140.00/hour
Project Representative	\$120.00/hour
Graphic Designer	\$ 95.00/hour
Administrative Assistant	\$120.00/hour
Operations/Clerical	\$ 95.00/hour
Three-Man Survey Crew	\$310.00/hour
Two-Man Survey Crew	\$230.00/hour
Senior Project Surveyor	\$260.00/hour
Survey Project Manager	\$240.00/hour
Project Surveyor	\$225.00/hour
Platting Manager	\$225.00/hour
Senior Survey Technician	\$180.00/hour
Surveyor in Training	\$165.00/hour
Survey Technician	\$150.00/hour
Plat Coordinator	\$160.00/hour
Senior Planner	\$265.00/hour
Planner	\$165.00/hour
Senior Environmental Scientist	\$170.00/hour
Project Environmental Scientist	\$165.00/hour
Staff Environmental Scientist	\$130.00/hour
Senior Project Geologist	\$250.00/hour
Project Geologist	\$160.00/hour
Senior Land Acquisition Agent	\$180.00/hour
Land Acquisition Agent	\$150.00/hour
Principal Investigator	\$140.00/hour
Senior Archaeologist	\$230.00/hour
Project Archaeologist	\$160.00/hour
Staff Archaeologist	\$120.00/hour
Mileage	\$ 0.72/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

Exhibit C

Insurance Requirements

During the term of this Contract all Consultants' insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as **Exhibit D**, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

III. General Requirements Applicable to All Policies

- A. Only insurance carriers licensed and authorized to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance.
- C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Nacogdoches.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.
- F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

IV. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- C. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- D. The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- E. The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

V. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current. A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VI. The worker’s compensation insurance requirements:

- 1. Employer’s Liability shall be no less than the required statutory minimum limits for each accident, each disease and cover all employees of Consultant, the Consultant, and all employees of any and all subconsultants or subcontractors of Consultant providing services on the Project.
- 2. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of Nacogdoches when requested.

- C. Policy must include availability of a two-year extended reporting period.
- D. Retroactive date must be shown on certificate.

Exhibit D
Certificates of Insurance

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW CL1 825 NE Multnomah, Suite 1500 Portland, OR 97232 503 224-8390		CONTACT NAME: Eric Kikalo PHONE (A/C, No, Ext): 503 224-8390 E-MAIL ADDRESS: eric.kikalo@usi.com FAX (A/C, No): 610 362-8130															
INSURED KSA Engineers, Inc. 140 E. Tyler Street, Ste 600 Longview, TX 75601-0000		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER C : Allied World Surplus Lines Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co. of Hartford	20478	INSURER B : Illinois Union Insurance Company	27960	INSURER C : Allied World Surplus Lines Insurance Co	24319	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			7012316633	02/28/2025	02/28/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7012296190	02/28/2025	02/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			G48685596001	02/28/2025	02/28/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7012316647	02/28/2025	02/28/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			03145815	02/28/2025	02/28/2026	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability coverages include primary non-contributory additional insured coverage when required under written contract or written agreement as per attached endorsements. General Liability and Automobile Liability waiver of subrogation coverage is included per attached endorsements. Workers Compensation coverage includes waiver of subrogation coverage when required by written contract or agreement, per attached endorsement. Umbrella follows form to General Liability, Auto (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Nacogdoches P.O. Box 635030 Nacogdoches, TX 75963-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Liability and Employers Liability. 30-Day Notice of Cancellation.

NAMED INSURED: Arborleaf Engineering & Surveying, Inc.; D2410 Partners, LP; Pape Dawson Munoz, LLC; Pape Dawson Charitable Foundation; Pape-Dawson Consulting Engineers Holdings, LLC; PD Management Holdco, LLC; Pape Dawson Engineers Holdings, Inc. Pape-Dawson Partners, LLP; Pape-Dawson Consulting Engineers, LLC DBA: Pape Dawson Engineers, Inc.; Pape-Dawson Engineers, LLC; VRRSP Consultants, LLC; Pape-Dawson Consulting Engineers, Inc. Employee 401K Plan; Dowdey Anderson & Associates 401K Plan; Pape-Dawson Consulting Engineers, Inc.; Employee Benefits Plan Trust; Dowdey, Anderson & Associates, LLC; Costello, LLC; Costello, Inc. 401(K) Plan; Poulos & Bennett, LLC; Q. Grady Minor & Associates, P.A.; Q. Grady Minor and Associates, LLC; Maxwell Reddick & Associates, Inc.; Maxwell Reddick & Associates, LLC; Ragan-Smith Associates, Inc.; Ragan-Smith Associates, LLC; KSA Engineers, Inc.; BLOC Design-Build, LLC; Legacy Bear Properties, LLC; KSA Alliance, Inc.; Eberly & Associates, Inc.

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: Pape-Dawson Consulting Engineers, LLC

Policy No: 7012316633

Endorsement No:

Effective Date: 2/28/2025



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pape-Dawson Consulting Engineers, LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No:

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: 7012296190

Policy Effective Date: **2/28/2025**

Policy Page:



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Pape-Dawson Consulting Engineers, LLC

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No:

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: 7012296190

Policy Effective Date: **2/28/2025**

Policy Page:



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No:

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: 7012316647

Policy Effective Date: 2/28/2025

Policy Page:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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- 1. Additional Insureds**
- 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance**
- 3. Additional Insured – Extended Coverage**
- 4. Boats**
- 5. Bodily Injury – Expanded Definition**
- 6. Broad Knowledge of Occurrence/ Notice of Occurrence**
- 7. Broad Named Insured**
- 8. Contractual Liability – Railroads**
- 9. Estates, Legal Representatives and Spouses**
- 10. Expected Or Intended Injury – Exception for Reasonable Force**
- 11. General Aggregate Limits of Insurance – Per Location**
- 12. In Rem Actions**
- 13. Incidental Health Care Malpractice Coverage**
- 14. Joint Ventures/Partnership/Limited Liability Companies**
- 15. Legal Liability – Damage To Premises**
- 16. Liquor Liability**
- 17. Medical Payments**
- 18. Non-owned Aircraft Coverage**
- 19. Non-owned Watercraft**
- 20. Personal And Advertising Injury – Discrimination or Humiliation**
- 21. Personal And Advertising Injury - Contractual Liability**
- 22. Property Damage – Elevators**
- 23. Retired Partners, Members, Directors And Employees**
- 24. Supplementary Payments**
- 25. Unintentional Failure To Disclose Hazards**
- 26. Waiver of Subrogation – Blanket**
- 27. Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs**



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 13; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7012296190

Policy Effective Date: **2/28/2025**

Policy Page: 85 of 289



General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;
that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,
will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a final deductive Change Order to the construction contract for the 2025 Street Paving Project (Contract 25-10-127) with Drewery Construction Co., Inc. reducing the total amount by \$168,122.53. (Director of Public Works/City Engineer)

SUMMARY/BACKGROUND: The 2025 Street Paving Project has been successfully completed by Drewery Construction Co., Inc. Upon completion, there were several construction items with unused quantity which we are now addressing with a final cleanup change order. One street originally in the project scope, E. Oak Lane, was removed due to a sanitary sewer line failure which was discovered under the street prior to the street reconstruction. The sewer main replacement is under design and E. Oak Lane repaving will be done after that line replacement in a future project. A section of Martin Luther King, Jr. Boulevard in need of repair was added to the project scope utilizing some of the budget that went unspent on E. Oak Lane, however there was still an underrun on quantities. With this change, the total reduction of this contract will be \$168,122.53.

City Council approval is needed for any increase or decrease in contract changes over \$50,000.

The current contract price for Drewery Construction Co., Inc. is \$2,180,788.60. With this final cleanup change order, the contract would be reduced to \$2,012,666.07. The unused project budget will be available for use with the next bond-funded street project. Staff recommends approval of this change order reducing the amount of the contract by \$168,122.53 for final closeout of this project.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Case Opperman - Director of Public Works/City Engineer
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS: 1. Change Order

CHANGE ORDER NO. 1

City of Nacogdoches 2025 Street Paving Project

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
DEDUCTIONS					
2	42.69	tons	2" Overlay, Type D HMAC	\$163.00	\$6,958.47
12	76.72	CY	Undercut of unsuitable material	\$275.00	\$21,098.00
13	659.62	tons	Add Alt. 1 - 2" Overlay, Type D HMAC	\$163.00	\$107,518.06
14	5,306	SY	Add Alt. 1 - 6" Pulvermix	\$6.40	\$33,958.40
16	2	EA	Add Alt. 1 - White Thermoplastic Stop Bars	\$675.00	\$1,350.00
17	20	CY	Add Alt. 1 - Undercut of unsuitable material	\$255.00	\$5,100.00
20	5,306	SY	Add Alt. 4 - Fly Ash Stabilization	\$11.55	\$61,284.30
SUBTOTAL DELETIONS					\$237,267.23
ADDITIONS					
4	8,828	SY	Mill existing pavement and base to depth of 2"	\$4.30	\$37,960.40
5	50.7	SY	Asphalt street patching (thin patch)	\$33.00	\$1,673.10
6	365.79	SY	Asphalt street patching (full depth, 6")	\$80.00	\$29,263.20
15	3.1	SY	Add. Alt 1 - Asphalt street patching (full depth)	\$80.00	\$248.00
SUBTOTAL ADDITIONS					\$69,144.70
NET CONTRACT CHANGE THIS CHANGE ORDER					(\$168,122.53)
ORIGINAL CONTRACT AMOUNT					\$2,180,788.60
NET AMOUNT THIS CHANGE ORDER					(\$168,122.53)
REVISED CONTRACT AMOUNT					\$2,012,666.07

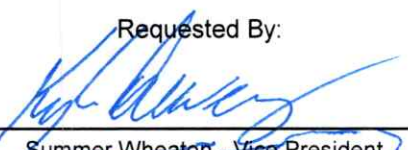
Justification: Final cleanup change order. Removal of E. Oak Lane reconstruction from project scope due to sewer main failure. Addition of MLK, Jr. Boulevard section into project scope.

This document shall become an amendment to the contract and all provisions of the contract will apply thereto.

Requested By:

Recommended By:

Approved By:


 Summer Wheaton - Vice President
 Drewery Construction Co., Inc.

Case Opperman - Director of Public Works
 City of Nacogdoches

Richard B. Beverlin, III - City Manager
 City of Nacogdoches

Date: 2/4/26

Date:

Date:



City Council Meeting

Date: February 17, 2026

Agenda Item: 5.F.

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of Change Order No. 2 to the construction contract with S-Co, Inc. for the 2023-2024 CDBG Water Line Improvements (CIP Project WA-26-105) in the amount of \$73,669.50. (Director of Public Works/City Engineer)

SUMMARY/BACKGROUND: In 2023, the City of Nacogdoches received a grant under the 2023/2024 Community Development Block Grant (CDBG) program for replacement of an 8" water line on Martin Luther King, Jr. Boulevard. A construction contract was awarded for this work in May 2025 to S-Co, Inc. in the amount of \$444,198.50. The construction project is now complete and final as-built quantities have been provided by the contractor and verified by the engineer (KSA Engineers). The increase in quantities is a result of modifications necessary to address differing subsurface conditions and discovery of a non-functional existing fire hydrant. Total increase to the contract with Change Order No. 2 would be in the amount of \$73,669.50 and brings the contract price to \$517,868.00, which is within the budget. Staff recommends approval of this change order.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 680.97

Account Name: *Water Production - CIP*

Amount: \$ 73,669.50

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Case Opperman - Director of Public Works/City Engineer
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS: 1. Change Order #2

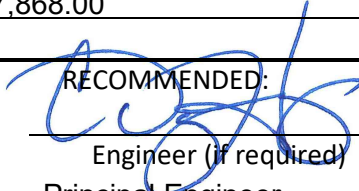
Change Order No. 02

Date of Issuance: 1/6/2026	Effective Date: 1/6/2026
Owner: City of Nacogdoches	Owner's Contract No.: CDBG No. CDV23-0190
Contractor: S-Co, Inc.	Contractor's Project No.: I-036
Engineer: KSA	Engineer's Project No.: 101413
Project: 2023-2024 CDBG Water Line Improvements	Contract Name: 2023-2024 CDBG Water Line Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Reconciliation of final contract quantities to reflect the as-built condition of the project.

Attachments: Change Order breakdown and Justification for Change

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>444,198.50</u>	Original Contract Times: Substantial Completion: <u>120 calendar days</u> Ready for Final Payment: <u>150 calendar days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>77 calendar days</u> Ready for Final Payment: <u>77 calendar days</u> days
Contract Price prior to this Change Order: _____ \$ <u>444,198.50</u>	Contract Times prior to this Change Order: _____ Substantial Completion: <u>197 calendar days</u> Ready for Final Payment: <u>227 calendar days</u> days or dates
[Increase] [Decrease] of this Change Order: _____ \$ <u>73,669.50</u>	[Increase] [Decrease] of this Change Order: _____ Substantial Completion: <u>0 calendar days</u> Ready for Final Payment: <u>0 calendar days</u> days or dates
Contract Price incorporating this Change Order: _____ \$ <u>517,868.00</u>	Contract Times with all approved Change Orders: _____ Substantial Completion: <u>197 calendar days</u> Ready for Final Payment: <u>227 calendar days</u> days or dates
RECOMMENDED: By:  Engineer (if required) Title: <u>Principal Engineer</u> Date: <u>02/06/2026</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____
	ACCEPTED: By: _____ Contractor (Authorized Signature) Title: _____ Date: _____

Approved by Funding Agency (if
applicable)

By: _____

Date: _____

Title: _____

City of Nacogdoches
2023-2024 CDBG Water Line Improvements
TxCDBG Contract No. CDV23-0190

Contractor: S-Co, Inc.
Change Order No. 2 Attachment

Item		Original Contract Information				Adjusted Contract Information				Net Contract Changes	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Item Quantity Increase (+)/Decrease (-)	Total Value of Item (\$) Increase (+)/Decrease (-)
Changes to Existing Line Items (Items from original bid or added via previous change order ONLY)											
Schedule 1 - Martin Luther King Jr. Blvd. (S. Shawnee St. to E. Main St.)											
1.03	8-in AWWA C900 DR18 PVC Waterline by Open Cut	2627	LF	\$59.50	\$ 156,306.50	2657	LF	\$ 59.50	\$ 158,091.50	30	\$ 1,785.00
1.05	6-in Tapping Sleeve and 6-in Tapping Valve	2	EA	\$6,645.00	\$ 13,290.00	1	EA	\$ 6,645.00	\$ 6,645.00	-1	\$ (6,645.00)
1.07	8-in x 6-in Swing Connection	5	EA	\$1,664.00	\$ 8,320.00	7	EA	\$ 1,664.00	\$ 11,648.00	2	\$ 3,328.00
1.08	8-in x 2-in Swing Connection	1	EA	\$1,293.00	\$ 1,293.00	3	EA	\$ 1,293.00	\$ 3,879.00	2	\$ 2,586.00
1.09	Water Meter Service Reconnect (Long Side)	20	EA	\$2,790.00	\$ 55,800.00	28	EA	\$ 2,790.00	\$ 78,120.00	8	\$ 22,320.00
1.10	Water Meter Service Reconnect (Short Side)	16	EA	\$2,145.00	\$ 34,320.00	21	EA	\$ 2,145.00	\$ 45,045.00	5	\$ 10,725.00
1.12	Fire Hydrant Assembly	2	EA	\$8,986.00	\$ 17,972.00	3	EA	\$ 8,986.00	\$ 26,958.00	1	\$ 8,986.00
1.13	HMAC Pavement Repair	2616	LF	\$38.50	\$ 100,716.00	2973	LF	\$ 38.50	\$ 114,460.50	357	\$ 13,744.50
New Items Requested (Items WITHOUT a unit price in the original bid)											
1.15	8-in MJ Gate Valve	0	EA	\$ -	\$ -	2	EA	\$ 3,482.00	\$ 6,964.00	2	\$ 6,964.00
1.16	6-in MJ Gate Valve	0	EA	\$ -	\$ -	2	EA	\$ 2,863.00	\$ 5,726.00	2	\$ 5,726.00
1.17	6-in AWWA C900 DR18 PVC Waterline by Open Cut	0	EA	\$ -	\$ -	83	LF	\$ 50.00	\$ 4,150.00	83	\$ 4,150.00
Change Order Summary											
										Total Additions	\$ 80,314.50
										Total Deductions	\$ (6,645.00)
										Net Change by Change Order	\$ 73,669.50
										Original Contract Price	\$ 444,198.50
										Net Change by Previous Change Orders	\$ -
										Contract Price Prior to this Change Order	\$ 444,198.50
										Cumulative % Change	16.58%
										Contract Price incorporating this Change Order	\$ 517,868.00
Justification for Change											
						Increase		Decrease		No Change	
1	Effect of this change on scope of work:									X	
2	Effect on operation and maintenance costs:									X	
						Yes		No		Not Applicable	
3	Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?							X			
4	Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?							X			
5	Is TCEQ clearance still valid?					X					
6	Are other TxCDBG contractual special condition clearances still valid?					X					
7	If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?					X					



City Council Meeting

Date: February 17, 2026

Agenda Item: 6.A.

PRESENTER:

ITEM/SUBJECT: Consider the following appointments for the City Boards and Commission: Airport Advisory Board, Building Standards Commission, Industrial Development Authority, Nacogdoches Cemetery Board, and Main Street Advisory Board. (Mayor)

SUMMARY/BACKGROUND: Twice per year, the City Board Interviews are conducted. The Interview Committee completed interviews for the above boards and will make recommendations to fill vacant and termed positions.

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT:

ATTACHMENTS:

PRESENTER: Jessica Sowell, Community Services Director

ITEM/SUBJECT: Public Hearing: Discuss and consider action on Historic Overlay Case HO2025-02 regarding a Historic Overlay designation on one (1) parcel of land approximately 0.18 ± acres in size, more particularly described by Nacogdoches Central Appraisal District Parcel 23796; and located at 515 Bailey Avenue, Nacogdoches, Texas. (Community Services Director)

SUMMARY/BACKGROUND: The applicant Isabella Baker has requested the property at 515 Bailey Ave be included in the Historic Overlay Zoning. The property is generally located on Bailey Ave between North Mound and Raguet Street directly across the street from Blount Park. This property is next door to 1301 Raguet Street which was recently placed under Historic Overlay by HLPC. The owner provided research and photos as supporting documents. An excerpt of the research is shown below:

The property at 515 Bailey Avenue has been around since before the Nacogdoches medical district was even created. The blue building was built around the early 1910s and stood when the plot for the Nacogdoches Memorial Hospital was still a body of water. When James G. Taylor had his medical office built around 1950, the building acted as lodgings for his medical staff. When Dr. Richard Baker bought the Taylor building, the property was tied along with it. It was then converted to a rental house.

By city ordinance, at least one of six criteria must be met in order to achieve designation in an historic overlay district. In deciding this case, City Council must consider if 515 Baily Ave meets any of the criteria for designation, which are listed below. If the property meets any one of the criteria, it qualifies for Historic Overlay zoning. If it meets none, it is ineligible. The property owner cited criteria 3 and 6 in their application.

Sec 50-130. Criteria for designation.

- (1) Possesses significance in history, architecture, archaeology, or culture.
- (2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history.
- (3) Is associated with the lives of persons significant in the city's past.**
- (4) Embodies the distinctive characteristics of a type or period of architecture, or method of construction.
- (5) Represents the work of a master designer, builder, or craftsman.
- (6) Represents an established and familiar visual feature of the city. (Ord. No. 1130, art. XI, § 6,11-3-1998)**

Nacogdoches Historic Landmark Preservation Committee met on February 2nd and _____. In addition, the Planning and Zoning Commission met on February 9, 2026 and _____.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

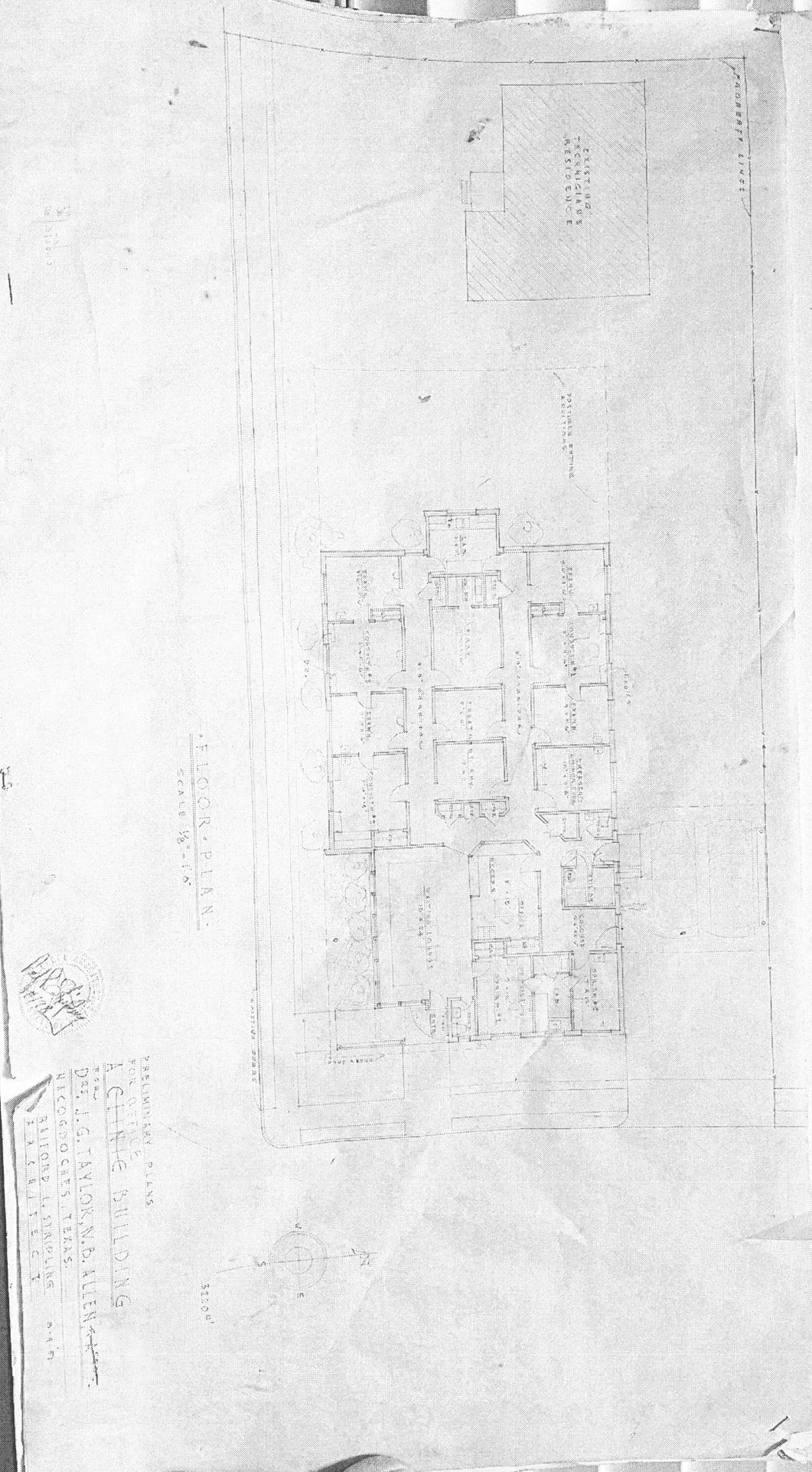
CITY CONTACT: Jessica Sowell, Community Services Director
sowellj@nactx.us
936-559-2935

ATTACHMENTS:

1. Narrative (1)
2. Blueprints (1)
3. 515 Bailey Ave Map
4. Photos (8)
5. DRAFT 02_02_2026 HLPC Minutes

The property on 515 Bailey Avenue has been around since before the Nacogdoches medical district was even created. The blue building was built around the early 1910s and stood when the plot for the Nacogdoches Memorial Hospital was still a body of water. When James G. Taylor had his medical office built around 1950, the building acted as lodgings for his medical staff. When Dr. Richard Baker bought the Taylor building, the property was tied along with it. It was then converted to a rental house. Dr Richard Baker's daughter Isabella also lived in this house and always appreciated the meaning and history of the property. Dr Baker has been a staple in the Nacogdoches Medical community for over 40 years and also served as the chief of staff at Nacogdoches Memorial Hospital. Over the years, this blue house has been home to countless different people. It was once even home to Charles Bright's sister and her husband once he came home from WWII. It also housed the Patton brothers who are related to Sarah Patton who's the owner of one of the most influential coffee shops in town, Java Jacks. There have been many who have been fortunate enough to call the beautiful historic house at 515 Bailey Avenue and who would love to have the home and its history preserved.

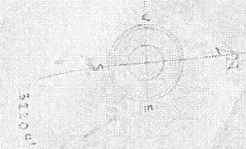
original blueprint



FLOOR PLAN
SCALE 1/8" = 1'-0"



PRELIMINARY PLANS
FOR OFFICE
A. CLINE BUILDING
DR. J. G. TAYLOR, M.D. ALLEN
NICHOLSON, TEXAS
RAYMOND L. STIMPING
ARCHITECT



PROPERTY LINES

EXISTING
TECHNICIANS
RESIDENCE

POSSIBLE FUTURE
ADDITIONS

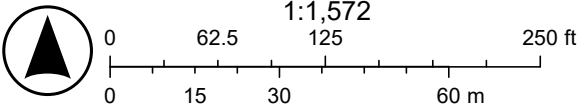
21-8

City of Nacogdoches GIS



1/28/2026, 2:08:00 PM

 Buildings
 City Limits



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



front of house



front porch



front of house



right side of house



left side of house



back of house

DRAFT - MINUTES
Nacogdoches Historic Landmark Preservation Committee
February 2, 2026 - 4:00 p.m.
City Council Chambers

Commissioners Present: Charles Bradberry, Chris LaBauve, Jeff Abt, John Sloane, Vickie Winthrop, Mitzi Blackburn,

Commissioners Absent: Cari Mitchell, Josh Weigel

Others Present: Jessica Sowell (City Staff), Brynne Hardman (City Staff), Tori Huddleston (City Staff), Jennifer Adams, Austin Bleier, Olivia Stonge, P. Beisel, Jeff Rowell, John Zdoya, Danielle LaBauve, Noah

Call to Order: 4:00pm

Agenda Item 3A - Public Hearing: Discuss and consider Historic Overlay zoning application for the property located at 515 Bailey Avenue. HO #2025-002

Sowell states that the applicant is requesting to be included in Historic Overlay Zoning for the property at 515 Bailey Avenue. The property is located on Bailey Ave between North Mound and Raguet Street, directly across the street from Blount Park. This property is next door to 1301 Raguet Street which was recently placed under Historic Overlay by HLPC. Sowell stated that there are Historic Overlay Zoning designations that have a different procedure than a COA and reviews the criteria for designation with the committee. The applicant selected criteria 2 and 6. Criteria 2 states that the property is associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history. Criteria 6 states that the property represents an established and familiar visual feature of the city. Sowell explains that the property was built in the 1910's and the house was frequently used as lodgings for the physicians working in the area as well as other well known citizens.

Commissioner Abt asks about what criteria the Planning and Zoning Board will consider when determining whether or not the property will be placed under the overlay. Sowell states that they consider the same criteria as HLPC and then both recommendations are taken to the City Council for final approval.

Commissioner Abt asks what would happen if Planning and Zoning rejected HLPC's request. Sowell States that the applicant could reapply with additional information or they could appeal to the City Council.

Commissioner Sloane asks if the applicant will be selling the property or maintaining it. Sowell states that she does not know the owners intention with the property. If the overlay request is approved the property will continue to be a part of Historic Overlay Zoning even if the property ownership changes hands since the designation follows the property not the owner. If approved the owner will have to adhere to the same Chapter 50 Historic Preservation ordinance that all other overlay properties are

subject to - including receiving approval for exterior work and keeping the property in good condition.

Commissioner Abt makes a motion to approve item 3A as stated. Commissioner Sloane seconds the motion and it passes unanimously.

Adjourn @4:26pm

Attest: Brynne Hardman
Community Services Coordinator

Chairman Bradberry

PRESENTER: Juan Pollette, City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action on Zoning Case ZON2026-01 regarding a zone change from B-2, General Business to R-4, Multi-Family and from R-1, Single Family to R-4, Multi-Family, on one (1) parcel of land approximately 9.88 acres $\pm$ in size, more particularly described by Nacogdoches Central Appraisal District Parcel 26288, being Lots 19-A and 48, City Block 64; and located at 3607 East Main Street, Nacogdoches, Texas. (City Planner)

OVERVIEW: The applicant, George Carpenter, on behalf of property owner Trust of Laura Blankenship, is requesting a zone change on one (1) parcel of land, consisting of two zoning districts, from B-2 General Business and R-1 Single-Family Residential to R-4 Multi-Family Residential. The subject property is generally located northwest of the intersection of East Main Street and N.E. Stallings Drive. The proposed zoning change is requested to facilitate the development of a Travel Trailer/RV Park, a use that is permitted within the R-4 zoning district only with the approval of a Specific Use Permit (SUP) by the City Council. Consideration of the SUP request is contingent upon approval of the requested zone change.

Adjacent Land Use & Zoning

The subject property is currently developed as a single-family residence and zoned B-2, General Business and R-1, Single Family. Surrounding land uses include:

Direction	Comprehensive Plan	Current Zoning	Land Use
North	Single Family Residential	R-1, Single Family	Undeveloped & Residential
South (Across E. Main St.)	Commercial	B-2, General Business & R-4, Multi-Family	Commercial & Residential
East	Commercial & Single Family Residential	B-2, General Business & R-1, Single Family	Undeveloped
West	Single Family Residential, Commercial & Multi-Family Residential	R-1, Single Family	Residential

The surrounding area consists of a mix of commercial, single-family residential, and multi-family land uses and zoning districts.

STAFF REVIEW:

Per Section 118.139 of the Nacogdoches Zoning Ordinance, the following conditions shall be considered when reviewing an application for zone changes:

Compatibility: The specific use will be compatible with and not injurious to the use and

enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

The requested zoning change to R-4, Multi-Family would allow a higher-density residential zoning district in an area which contains a mix of commercial, single-family residential, and multi-family zoning districts along the East Main Street and N.E. Stallings Drive commercial corridors. The R-4 district is intended to accommodate higher-density residential development, which can function as a transition between commercial corridors and lower-density residential areas.

Orderly Growth and Development: The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

Rezoning to R-4, Multi-Family would introduce a higher-density residential zoning district in an area that already includes a mix of commercial and residential zoning along the East Main Street and N.E. Stallings Drive commercial corridors. The R-4 district is designed to accommodate urban development patterns and provides flexibility for residential development that can transition between commercial corridors and lower-density residential areas. Approval of the requested zoning district would not preclude or hinder the orderly development of surrounding properties in accordance with their existing zoning and future land use designations.

Supporting Facilities: Adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

The subject property fronts East Main Street, an arterial roadway with an approximate 100-foot right-of-way, providing adequate access to the site. Public utilities are available to the property, including an existing six-inch water main and six-inch sanitary sewer main located along East Main Street. Based on available infrastructure, the property is served by adequate supporting facilities to accommodate development consistent with the requested R-4 zoning district.

Drives and Parking: The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

Specific driveway locations and parking arrangements will be reviewed at the time of site development to ensure compliance with applicable City and TxDOT standards. The proposed R-4 zoning district is intended to accommodate higher-density residential development and does not prevent the provision of safe and adequate vehicular access and parking consistent with ordinance requirements.

Nuisances: Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

Any future development will be required to comply with all applicable City codes related to nuisance prevention and property maintenance, ensuring compatibility with surrounding uses.

Lighting: Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;

Any future development of the property would be required to comply with the City's lighting standards, including requirements for shielding and directionality to minimize impacts on adjacent properties. Detailed lighting design would be reviewed at the time of site development to ensure compliance with applicable ordinance requirements.

Landscaping: Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;

The R-4, Multi-Family zoning district includes landscaping and screening requirements intended to promote compatibility with adjacent residential zoning. Any future development of the

property would be required to comply with applicable landscaping and screening standards of the zoning ordinance, or obtain approval of any requested exceptions through the appropriate review process. At the zoning stage, staff finds that the requested zoning district provides mechanisms to address landscaping and screening in coordination with surrounding land uses.

Comprehensive Plan: The proposed use is in accordance with the comprehensive plan.

Future Land Use

The Future Land Use Map designates the southern portion of the subject property as Commercial and the northern portion as Single-Family Residential. In this context, the proposed zoning change is not consistent with the Future Land Use Map of the Comprehensive Plan. In addition, the Comprehensive Plan encourages efficient use of land within existing service areas, provision of a range of residential types and densities, and transitions in land use intensity between commercial and residential areas. The requested R-4 Multi-Family zoning introduces a higher-density residential classification that can function as a transition between the commercial corridor along East Main Street and the lower-density residential areas to the north. In this context, transitions in land use intensity resulting from the proposed change would be consistent with the goals and policies of the Comprehensive Plan.

PUBLIC ENGAGEMENT:

- January 13, 2026 – Staff mailed twenty-five (25) neighborhood meeting notice postcards to property owners within 500 feet of subject property.
- January 26, 2026 – Staff coordinated a combined neighborhood meeting in the council chambers on behalf of the applicant to receive input from surrounding property owners on the zone change and the corresponding SUP for the proposed RV Park. The meeting was canceled due to inclement weather and rescheduled for February 2, 2026. One neighboring property owner attended the meeting with concerns regarding noise, traffic congestion and safety with the nearby school, and the compatibility of an RV park with adjacent residential properties.
- January 20, 2026 – Staff mailed fifteen (15) public meeting notice letters to property owners within 200 feet and ten (10) notice postcards to property owners within 200-500 feet. Staff has received one letter in opposition to the request from a neighboring property owner with concerns regarding noise, traffic congestion and safety with the nearby school, and the compatibility of an RV park with adjacent residential properties.
- January 26, 2026 – Legal ad published in the Daily Sentinel newspaper.

NOTE – This application is subject to additional notification procedures, including signage posted on the subject property, as well as notices on the City website and social media pages.

This item is scheduled for City Council consideration on February 17, 2026.

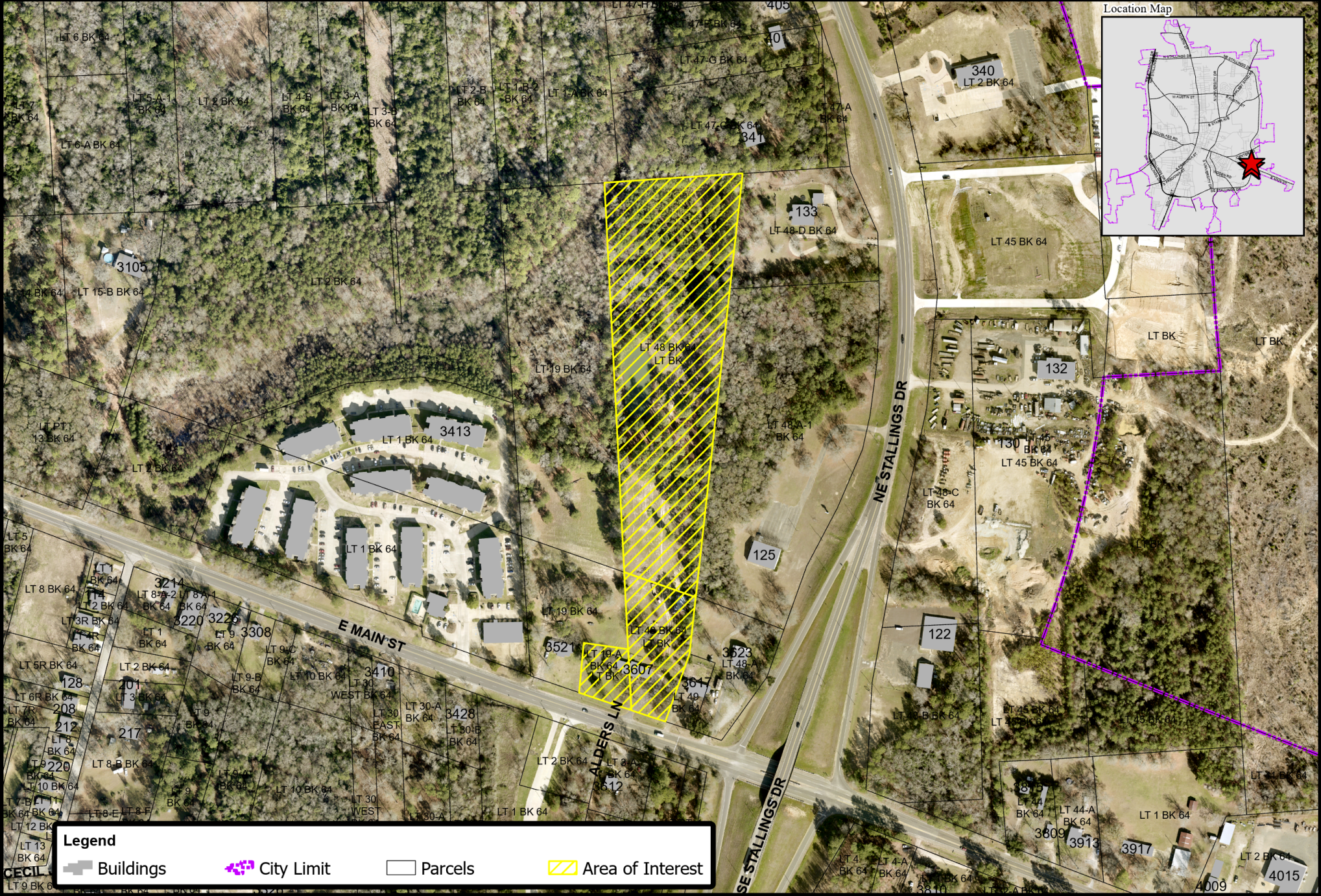
CITY CONTACT: Juan Pollette, City Planner

ATTACHMENTS:

1. Aerial Map
2. Zoning Map
3. Notification Map
4. Future Land Use Map
5. Opposition Response
6. Comp Plan Amendment Letter

7. Site Photos

ZON2026-01 Aerial Map



Legend

- Buildings
- City Limit
- Parcels
- Area of Interest



0 150 300 450 600 Feet

Date Created: 01/20/26 10:20 | ArcGIS Pro 3.2.2

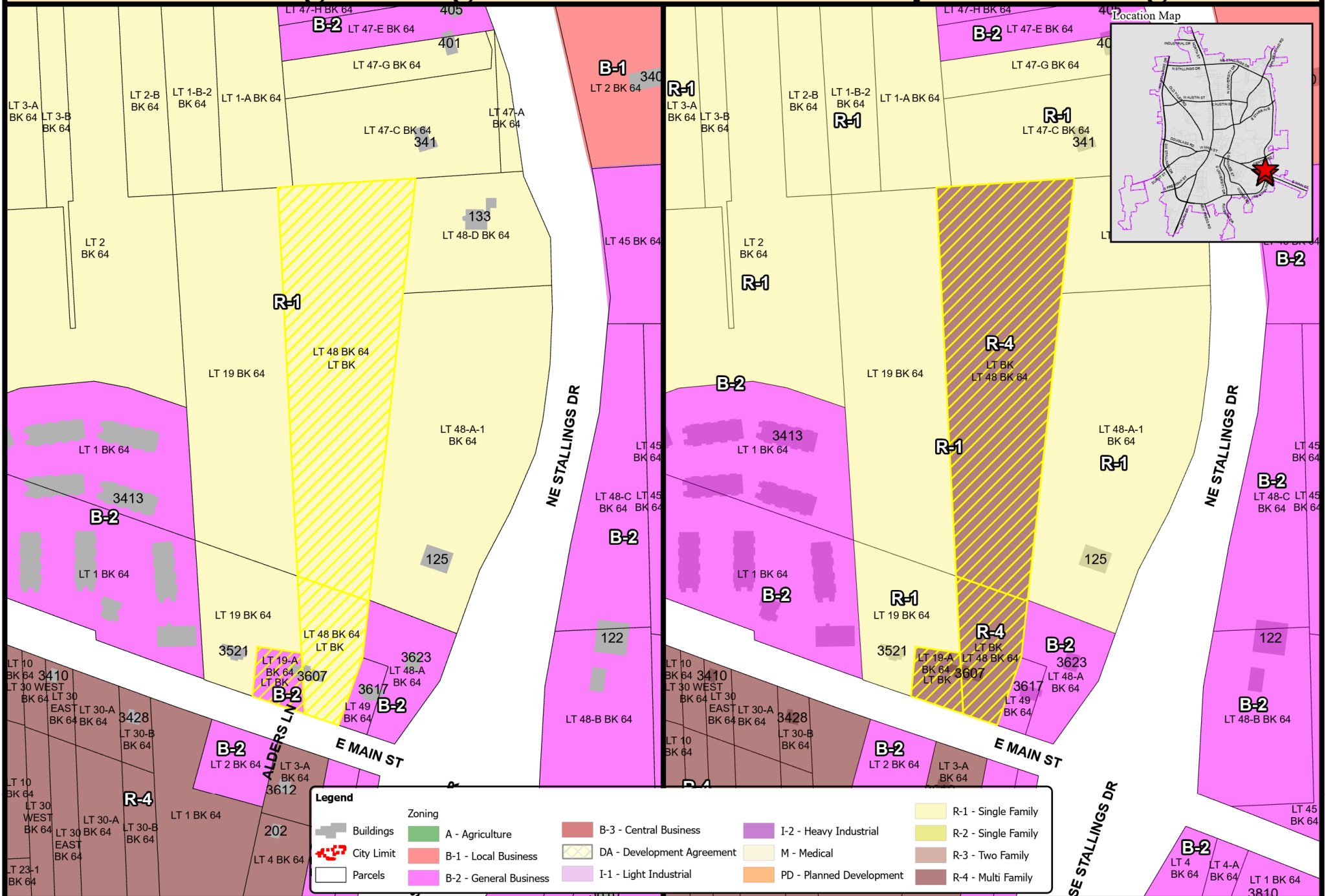
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



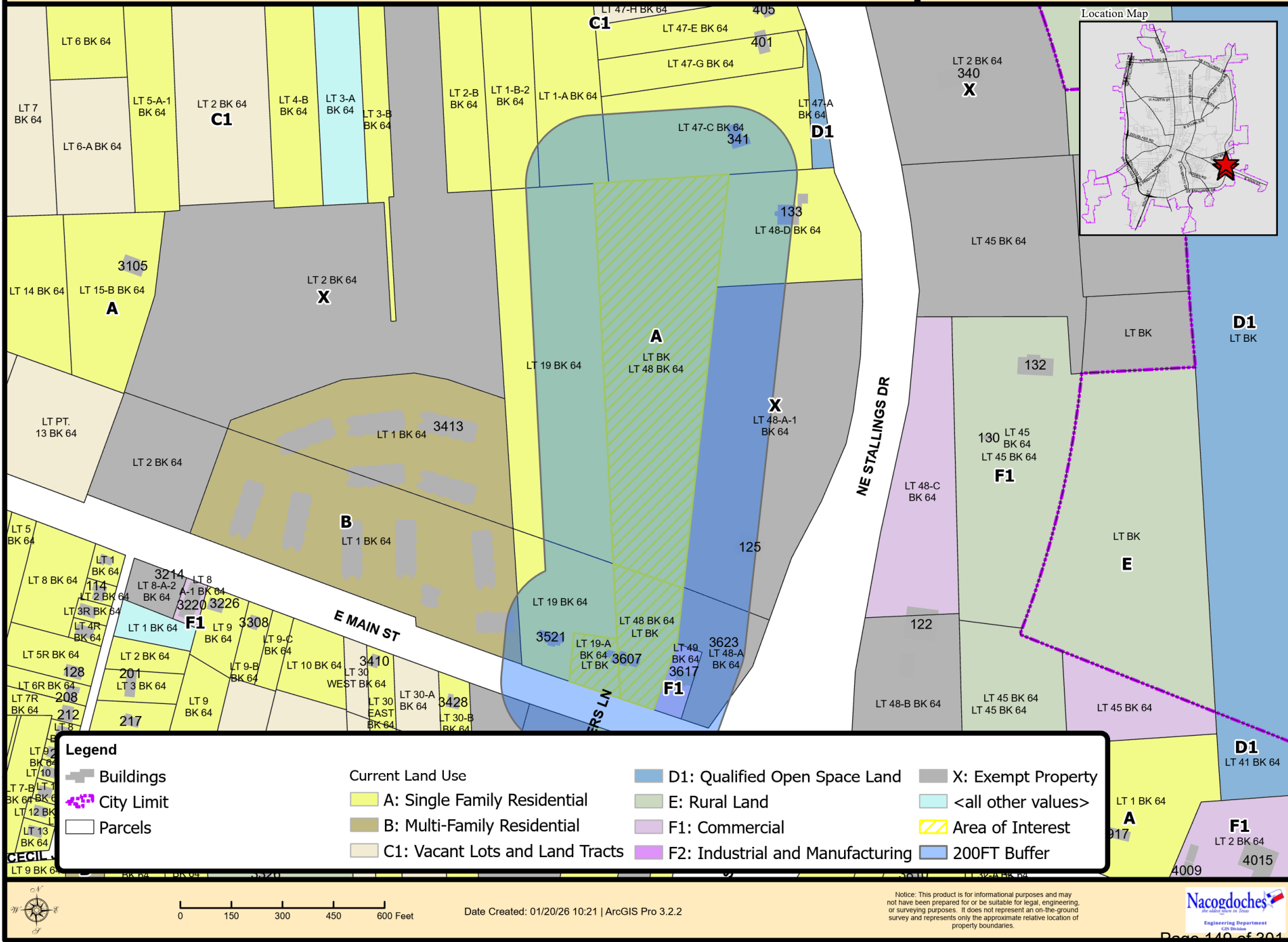
Existing Zoning

ZON2026-01

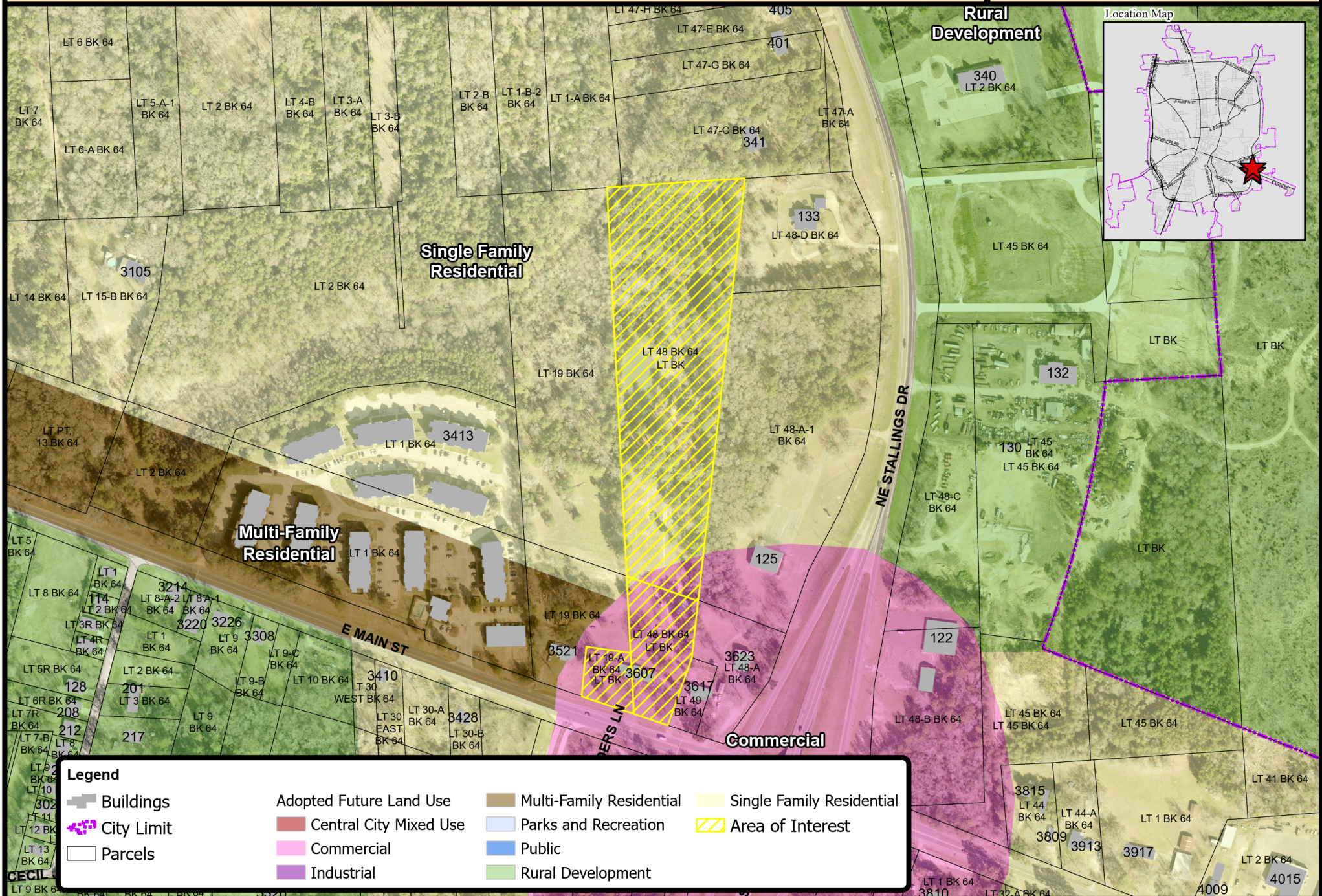
Proposed Zoning



ZON2026-01 Notification Map



ZON2026-01 Future Land Use Map



0 150 300 450 600 Feet

Date Created: 01/20/26 10:20 | ArcGIS Pro 3.2.2

Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Nacogdoches
Engineering Department
City of Nacogdoches



Pollette, Juan <pollettej@nactx.us>

Online Form Submission #11558 for Public Comments Request

1 message

noreply@civicplus.com <noreply@civicplus.com>

Thu, Jan 22, 2026 at 7:56 PM

Reply-To: noreply@civicplus.com

To: citysec@nactx.us, pz@nactx.us

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or Planning and Zoning Commission (P&Z) may complete the following request form. See **Agendas & Minutes** for a list of upcoming meetings. **This form must be submitted no later than 24 hours before the posted meeting start time.** If the meeting is less than 24 hours from the submission of this form, comments will not be recognized (i.e. you will have to attend the meeting and request comments in person).

PLEASE NOTE: A public comment request is not the same as a Zoning Change Protest. Unlike protests, comment letters in opposition of a zone change cannot be used to trigger any special approval requirements.

Comments on agenda items

This form only applies to regular Council and P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings. In addition:

- Comments must pertain to items that appear on the current posted Council or P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.

Comments on non-agenda items

Public comments on items not listed in the agenda may be spoken during the **Open Forum** portion of the meeting and will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual.

(Section Break)

First Name ronald

Last Name johnson

Do you live within Nacogdoches city limits?	Yes
Home Address	3521 East Main
City	Nacogdoches
State	Texas
Zip	75961
Phone Number	
Email Address	
My comments apply to the following meeting:	Planning & Zoning Commission

Please see [Agendas & Minutes](#) for a list of upcoming meeting dates, times, and agendas. This form must be submitted no later than 24 hours before the posted meeting start time.

My comments apply to the following meeting date:	1/26/2026
My agenda item or case number:	SUP2026-01
My position on the above agenda item or case number:	I am AGAINST this item.
I want to include comments at the meeting:	Yes. But I only want my written comments added to the meeting record.
My written comments	To Zoning Commission. SPU-SUP2026-01

I am against this and am writing in response to the rezoning of Parcel 26228. The request includes a Specific Use Permit to allow a Travel Trailer/RV Park on this property. I have 8 acres that join this property, and a member of my family has lived on the property since 1943 (3521 East Main). The property line in one area is about 10 yards from my house. There will likely be people coming and going at all hours, running generators and other activities that create a lot of noise. Improper waste disposal by more people can lead to litter and unpleasant odors. This will create a big problem for my neighbors and me, especially at night.

There is already a traffic congestion problem because of two schools in the area. The driveway to the elementary school is just across the street from this property, and in the morning and afternoon, there is bumper-to-bumper traffic coming from two

directions trying to get into the driveway. There have already been several accidents, and I can only imagine what it will be like with travel trailers and RVs trying to get in their driveway, possibly having to cross the road. This is a real concern for the safety of children and their parents trying to access the school. These are two very narrow strips of land, and anything put on Parcel 26228 will be close to my property line. I am sure people will be trespassing on my land, and this needs to be addressed by a fence or other barrier. These will not be people who live here as neighbors, but strangers passing through. There is a lot of wildlife in this area that will be displaced because of a loss of habitat. The last thing is that property values will stagnate or decline for people who own land bordering this park. I don't know of many people who would buy land next to an RV park. 3521 East Main is my family's home, and I, along with my neighbors, will be greatly inconvenienced by this park.

Nacogdoches
To Zoning Commission.
SPU-SUP2026-01

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Ronald Johnson
3521 East Main
Nacogdoches

(Optional) I want to upload a *Field not completed.*
file with this form

Email not displaying correctly? [View it in your browser.](#)

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FOR OFFICE USE ONLY

ZON CASE NO.: 20N2026-01DATE SUBMITTED: 1/21/2026STAFF: JP

COMPREHENSIVE PLAN AMENDMENT LETTER

(Check all applicable)

☒ Related to Future Land Use ☐ Related to Transportation ☐ Related to Other _____
ZO Sec. 118-4. - Relationship to comprehensive plan and thoroughfare plan.

"If a zoning or rezoning request differs from what the comprehensive plan recommends for that area, the city planner will advise the applicant of this and will request the applicant to submit a written letter stating the reasons the comprehensive plan should be changed, if he wishes to proceed with the zoning request."

PROPERTY INFORMATION:Address: 3607 E Main ST Total Acres: 9.88Legal Description: Lot(s): Lot 48 BIK 64th City Block: _____Subdivision (If Platted): Lot 19-A5 GORTON Subdivision Block: _____**APPLICANT / PROJECT MANAGER'S INFORMATION (Primary contact for the project):**Name(s): George Carpenter

Phone Number: _____ E-mail: _____

Street Address: _____ City: Nacogdoches State: TX Zip Code: 75961Signature: [Signature]**PROPERTY OWNER'S INFORMATION:**Name(s): Trust of Laura Blankenship

Phone Number: _____ E-mail: _____

Street Address: _____ City: Nacogdoches State: TX Zip Code: 75961Signature: [Signature] 01/21/26

DESCRIPTION OF REQUEST:

1. Present zoning classification: ☐ A ☒ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ M ☐ B-1 ☒ B-2
☐ B-3 ☐ I-1 ☐ I-2 ☐ PD

2. Proposed zoning of property: ☐ A ☐ R-1 ☐ R-2 ☐ R-3 ☒ R-4 ☐ M ☐ B-1 ☐ B-2
☐ B-3 ☐ I-1 ☐ I-2 ☐ PD

3. Present zoning classification of all abutting property:

North: Residential

East: Commercial / highway-oriented

South: Residential

West: residential

4. Current Future Land Use Map classifications and proposed classifications of property:

- ☐ Rural Development ☐ Single Family Residential ☒ Multi-Family Residential
☐ Commercial ☐ Industrial ☐ Central City Mixed Use ☐ Public
☐ Parks & Recreation

5. Current Future Land Use Map classifications of all abutting property:

North: Single Family Residential

East: Commercial

South: single family residential

West: single family residential

6. Current and proposed thoroughfare alignments:

Expressway: none

Major Arterial: E Main Street

Minor Arterial: N/A

Major Collector: N/A

Minor Collector: N/A

ANSWER ALL OF THE FOLLOWING:

1. What specific element of the Comprehensive Plan (for example, Future Land Use designation, Thoroughfare Plan, or thoroughfare alignment) and at what specific location (if applicable) is requested to be amended?

The future land use designation for the subject property located at 3607 E Main Street.

2. What is the amendment request?

The applicant requests an amendment to allow a low-density, professionally managed RV park use that is compatible with surrounding development and consistent with planned infrastructure

3. Explain the reason for this amendment.

The proposed use provides an appropriate transitional land use between residential and commercial properties, minimizes traffic impact and aligns with current market demand for well-managed RV accommodations

4. Identify the conditions that have changed to warrant this change to the existing Comprehensive Plan.

Changes in housing demand, increased regional travel, and the need for diversified residential options have created conditions that were not fully anticipated when the Comprehensive Plan was adopted

5. Explain why the existing element of the Comprehensive Plan in question is no longer appropriate.

The existing designation does not fully reflect the site's location along a major arterial roadway or its suitability for a low-density, managed use that buffers surrounding properties

6. How does the requested amendment further the goals and objectives of the Comprehensive Plan?

The amendment supports orderly growth, efficient land use, compatibility with surrounding development, and responsible infrastructure utilization while promoting economic activity

7. What other information are you providing to support the proposed amendment (for example, transportation impact study)?

Conceptual site plan, traffic considerations, and operational management details.

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete.

Signature and title:

Eyle Cuyk

Date:

1/21/26

ZON2026-01 Site Photos

Subject property



Residential home across E. Main St.



Entrance to Carpenter Elementary



Adjacent commercial property to the east



E. Main St. & Loop 224 intersection (east)



Adjacent single family home to the west



Multi-Family Apartments to the west



PRESENTER: Juan Pollette, City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action on Specific Use Permit Case SUP2026-01 regarding a Specific Use Permit request for a Travel Trailer/RV Park in a R-4, Multi-Family district on one (1) parcel of land approximately 9.88 acres $\pm$ in size, more particularly described by Nacogdoches Central Appraisal District Parcel 26288, being Lots 19-A and 48, City Block 64; and located at 3607 East Main Street, Nacogdoches, Texas. (City Planner)

OVERVIEW:

The applicant, George Carpenter, on behalf of property owner Trust of Laura Blankenship, is requesting approval of a Specific Use Permit (SUP) to allow the development of a Travel Trailer/RV Park on one (1) parcel of land located at 3607 East Main Street. The subject property consists of approximately 9.88 acres and is zoned R-4, Multi-Family Residential. The development concept proposed by the applicant includes thirteen (13) RV parking sites, internal drive aisles, and pedestrian amenities, including a walking trail. The applicant proposes to utilize the existing single-family residence located near the entrance of the property as a clubhouse for RV tenants, which would serve as a centralized management and amenity area and include common facilities such as restrooms, showers, laundry, and office space. The site plan also illustrates designated fire lanes, on-site parking, landscaped buffer areas, and the preservation of open space and natural features toward the rear of the property.

Adjacent Land Use & Zoning

The subject property is currently developed with a single-family residence and zoned R-4, Multi-Family. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Current Zoning	Land Use
North	Single Family Residential	R-1, Single Family	Undeveloped & Residential
South (Across E. Main St.)	Commercial	B-2, General Business & R-4, Multi-Family	Commercial & Residential
East	Commercial & Single Family Residential	B-2, General Business & R-1, Single Family	Undeveloped
West	Single Family Residential, Commercial & Multi-Family Residential	R-1, Single Family	Residential

The surrounding area consists of a mix of commercial, single-family residential, and multi-family land uses and zoning districts.

STAFF REVIEW:

Per Section 118.139 of the Nacogdoches Zoning Ordinance, the following conditions shall be considered when reviewing an application for zoning change:

Compatibility: The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

The proposed Travel Trailer/RV Park is located in an area characterized by a mix of commercial, single-family residential, and multi-family development along the East Main Street and N.E. Stallings Drive commercial corridors. The site plan reflects an internalized layout, with RV spaces oriented away from adjacent residential properties and significant buffering and open space maintained along property lines. The proposed use is limited in scale, with thirteen (13) RV sites on approximately 9.88 acres. Based on the site layout and surrounding development pattern, the proposed use can be compatible with adjacent properties.

Orderly Growth and Development: The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

The proposed Travel Trailer/RV Park is designed as a low-intensity development with a limited number of sites and an internal circulation pattern that concentrates activity within the interior of the property. The site plan preserves significant open space and buffering along property boundaries and does not extend development in a manner that would restrict access to, or future development of, adjacent properties. Based on the proposed layout and scale, the establishment of the specific use would not impede the orderly development of surrounding vacant or underdeveloped land in accordance with existing zoning and future land use patterns.

Supporting Facilities: Adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

The subject property is served by existing public water and sanitary sewer infrastructure located along East Main Street, and access to the site is provided from an arterial roadway with sufficient capacity to serve the proposed use. The site plan indicates internal circulation, designated fire lanes, and areas reserved for supporting facilities necessary to serve the RV park. Detailed evaluation of utility connections, drainage design, and access improvements will occur at the time of site development and permitting. Based on available infrastructure and the proposed development scale, adequate supporting facilities can be provided to serve the proposed use.

Drives and Parking: The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

The site plan illustrates a single, controlled access point from East Main Street with an internal private drive loop designed to serve RV spaces and on-site amenities. Vehicular circulation and pedestrian movement are internalized, which limits interaction with adjacent properties and concentrates activity within the site. Final driveway design, internal circulation, and parking arrangements will be reviewed at the time of site development to ensure compliance with applicable City and TxDOT standards. Based on the proposed layout and limited number of RV sites, the arrangement of drives and parking can provide for safe and convenient vehicle circulation without adversely affecting surrounding development.

Nuisances: Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

The applicant has indicated that the proposed RV park will operate as a professionally managed facility with established rules addressing tenant conduct and site operations. Full utility hookups are proposed for each RV space, which would eliminate the routine use of generators. The site layout internalizes RV spaces and activity away from adjacent residential properties and

incorporates buffering and separation along property lines. Compliance with applicable City ordinances related to noise, waste disposal, and property maintenance would be required, and additional operational conditions may be imposed through the Specific Use Permit to address nuisance-related concerns. Based on these measures, nuisance impacts can be adequately controlled.

Lighting: Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;

Any exterior lighting associated with the proposed RV park would be required to comply with the City's lighting standards, including requirements for shielding and directionality to minimize impacts on adjacent properties. Detailed lighting design will be reviewed at the time of site development to ensure that lighting is directed inward and does not create glare or spillover onto neighboring residential areas.

Landscaping: Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;

The zoning ordinance requires that a minimum six-foot-tall wooden fence with an accompanying ten-foot-wide landscaped buffer be installed along property lines adjacent to residential-zoned properties. The applicant's site plan proposes an eight-foot-tall wooden fence with a fifteen-foot-wide landscaped buffer along the portion of the site where RV spaces are located. The site plan also indicates that the rear portion of the property will remain undeveloped and wooded, providing additional natural screening. Final review of landscaping and screening improvements will occur at the time of plan review for development to ensure compliance with applicable ordinance requirements.

Comprehensive Plan: The proposed use is in accordance with the comprehensive plan.
Future Land Use

The Future Land Use Map designates the southern portion of the subject property as Commercial and the northern portion as Single-Family Residential. The proposed Travel Trailer/RV Park is considered a Multi-Family type of use, which is not consistent with the Future Land Use Map of the Comprehensive Plan. However, the approved R-4, Multi-Family zoning provides a residential transition between the commercial corridor along East Main Street and lower-density residential development to the north. The proposed Travel Trailer/RV Park is limited in scale and designed with internal circulation, buffering, and open space, which is consistent with the Comprehensive Plan's goals of providing transitions in land use intensity and accommodating a variety of residential types within areas served by existing infrastructure.

PUBLIC ENGAGEMENT:

- January 13, 2026 – Staff mailed twenty-five (25) neighborhood meeting notice postcards to property owners within 500 feet of subject property.
- January 26, 2026 – Staff coordinated a combined neighborhood meeting in the city hall council chambers on behalf of the applicant to receive input from surrounding property owners on the SUP and the corresponding zone change for the proposed RV Park. The meeting was canceled due to inclement weather and rescheduled for February 2, 2026. One neighboring property owner attended the meeting with concerns regarding noise, traffic congestion and safety with the nearby school, and the compatibility of an RV park with adjacent residential properties.
- January 20, 2026 – Staff mailed fifteen (15) public meeting notice letters to property owners within 200 feet and ten (10) notice postcards to property owners within 200-500 feet. Staff has received one letter in opposition to the request from a neighboring property owner with concerns regarding noise, traffic congestion and safety with the nearby

school, and the compatibility of an RV park with adjacent residential properties.

- January 26, 2026 – Legal ad published in the Daily Sentinel newspaper.

NOTE – This application is subject to additional notification procedures, including signage posted on the subject property, as well as notices on the City website and social media pages.

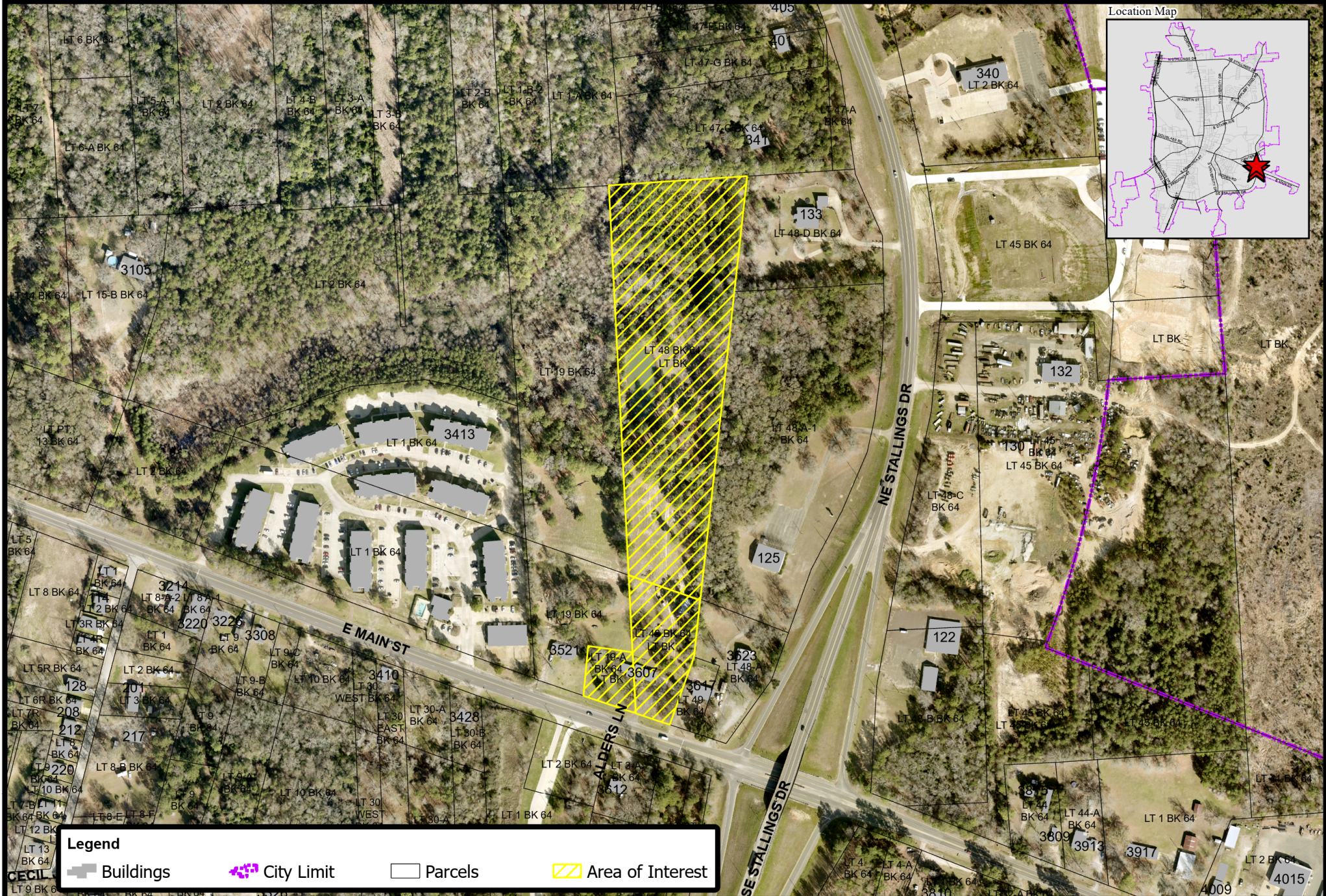
This item is scheduled for City Council consideration on February 17, 2026.

CITY CONTACT: Juan Pollette, City Planner

ATTACHMENTS:

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Notification Map
5. Opposition Response
6. RV Park Site Plan
7. Site Photos

SUP2026-01 Aerial Map



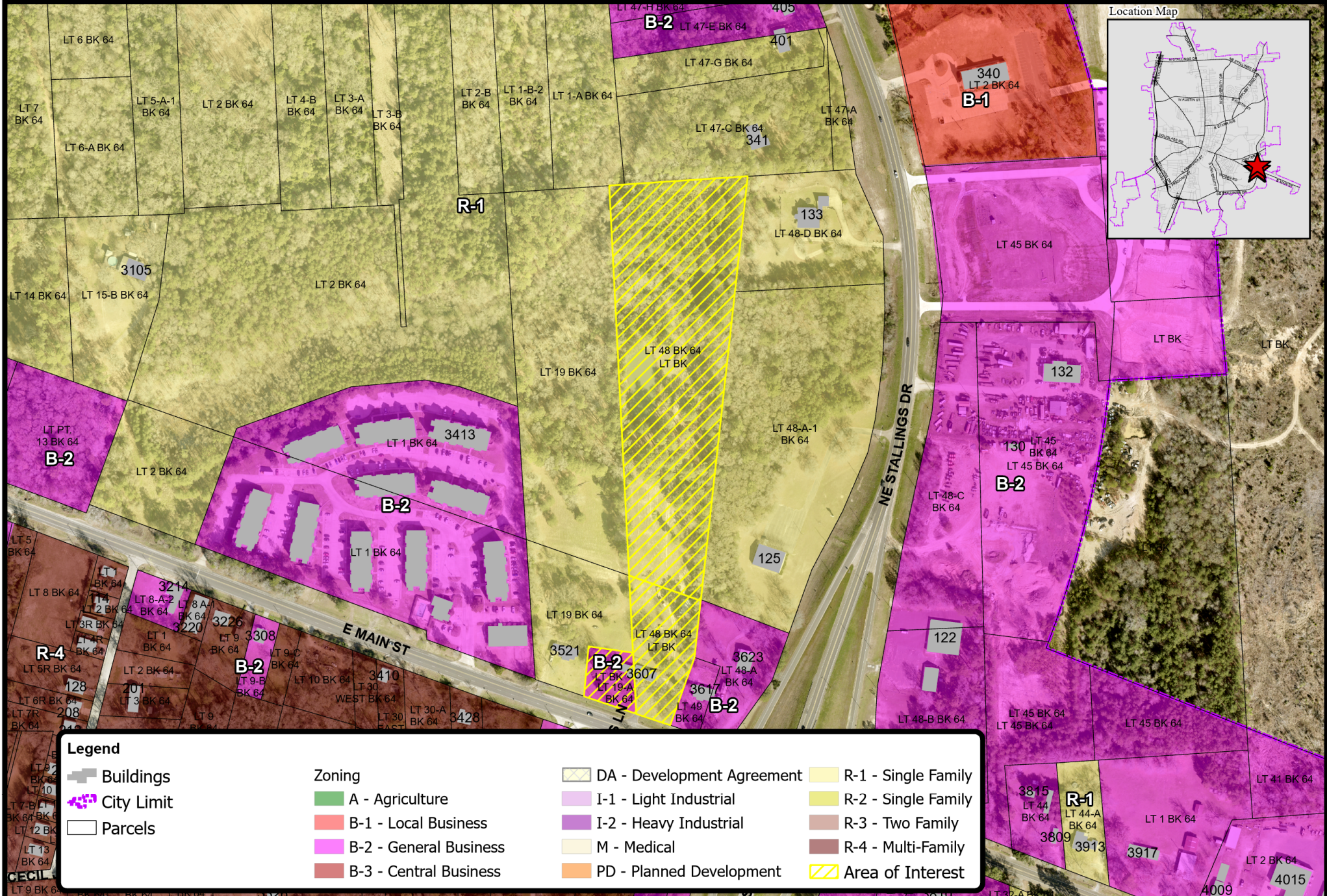
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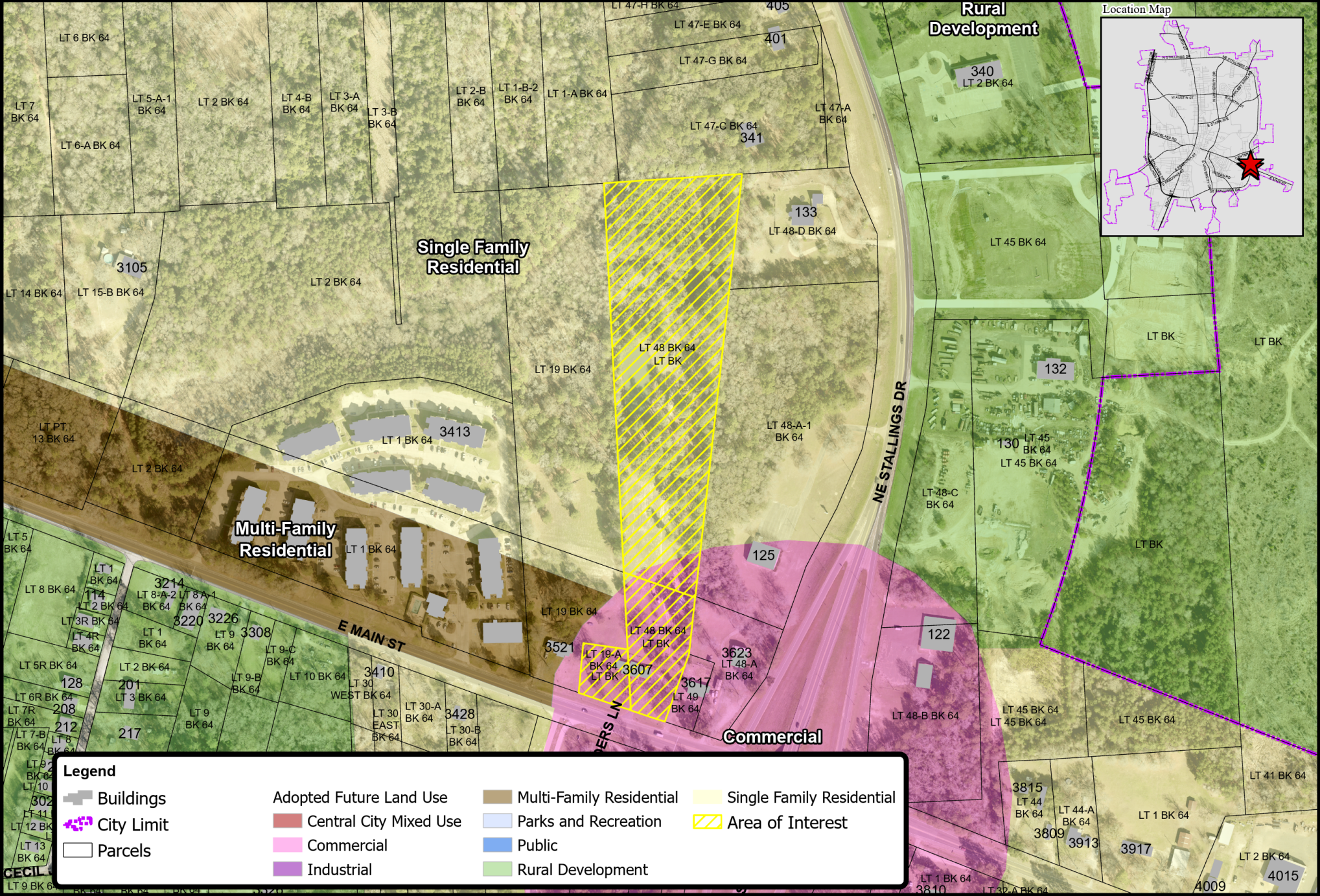
Nacogdoches
Engineering Department
City of Nacogdoches

SUP2026-01 Zoning Map



Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

SUP2026-01 Future Land Use Map



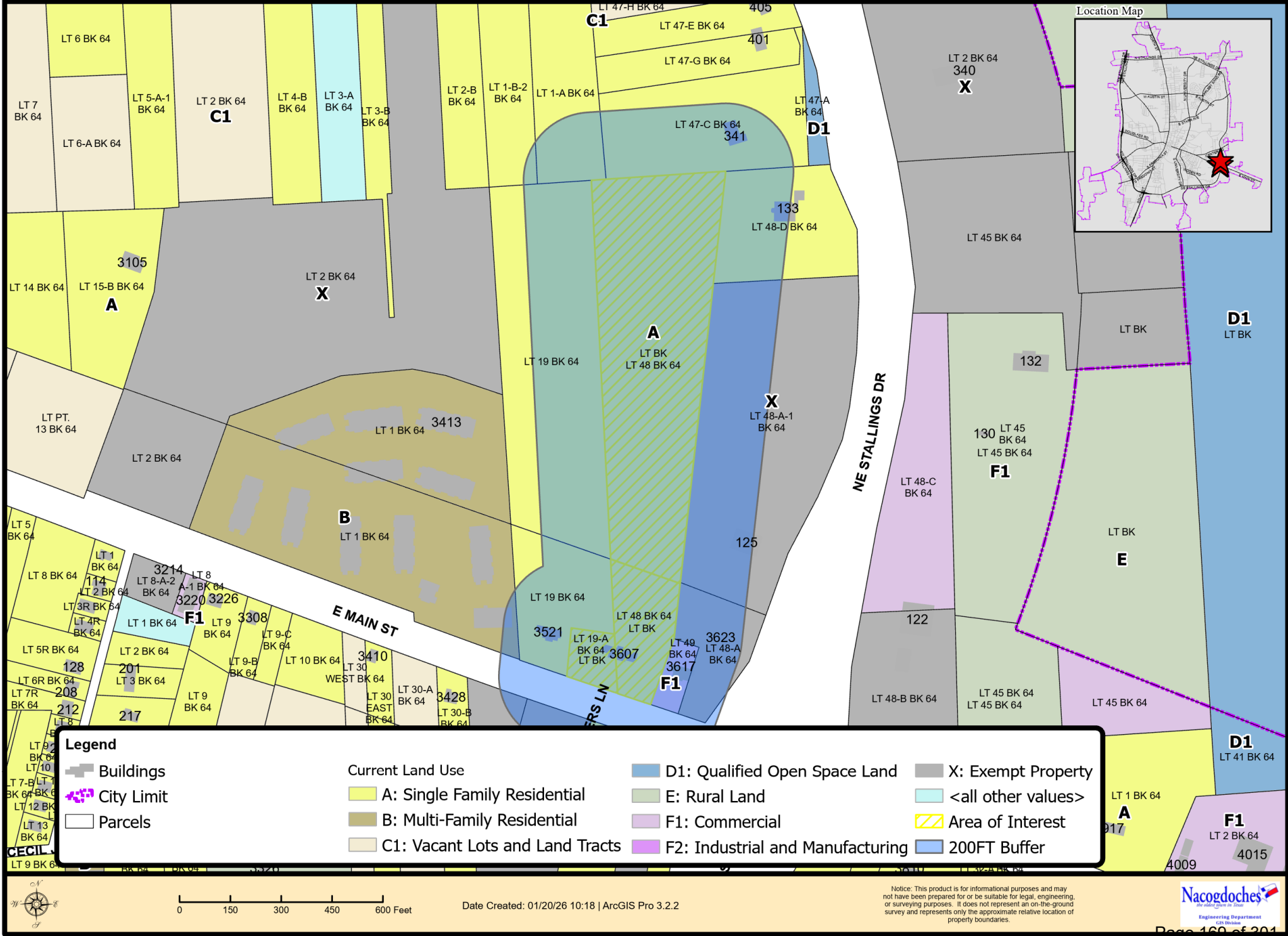
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Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



SUP2026-01 Notification Map





Pollette, Juan <pollettej@nactx.us>

Online Form Submission #11558 for Public Comments Request

1 message

noreply@civicplus.com <noreply@civicplus.com>

Thu, Jan 22, 2026 at 7:56 PM

Reply-To: noreply@civicplus.com

To: citysec@nactx.us, pz@nactx.us

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or Planning and Zoning Commission (P&Z) may complete the following request form. See **Agendas & Minutes** for a list of upcoming meetings. **This form must be submitted no later than 24 hours before the posted meeting start time.** If the meeting is less than 24 hours from the submission of this form, comments will not be recognized (i.e. you will have to attend the meeting and request comments in person).

PLEASE NOTE: A public comment request is not the same as a Zoning Change Protest. Unlike protests, comment letters in opposition of a zone change cannot be used to trigger any special approval requirements.

Comments on agenda items

This form only applies to regular Council and P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings. In addition:

- Comments must pertain to items that appear on the current posted Council or P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.

Comments on non-agenda items

Public comments on items not listed in the agenda may be spoken during the **Open Forum** portion of the meeting and will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual.

(Section Break)

First Name ronald

Last Name johnson

Do you live within Nacogdoches city limits?	Yes
Home Address	3521 East Main
City	Nacogdoches
State	Texas
Zip	75961
Phone Number	[REDACTED]
Email Address	[REDACTED]
My comments apply to the following meeting:	Planning & Zoning Commission

Please see [Agendas & Minutes](#) for a list of upcoming meeting dates, times, and agendas. This form must be submitted no later than 24 hours before the posted meeting start time.

My comments apply to the following meeting date:	1/26/2026
My agenda item or case number:	SUP2026-01
My position on the above agenda item or case number:	I am AGAINST this item.
I want to include comments at the meeting:	Yes. But I only want my written comments added to the meeting record.
My written comments	To Zoning Commission. SPU-SUP2026-01

I am against this and am writing in response to the rezoning of Parcel 26228. The request includes a Specific Use Permit to allow a Travel Trailer/RV Park on this property. I have 8 acres that join this property, and a member of my family has lived on the property since 1943 (3521 East Main). The property line in one area is about 10 yards from my house. There will likely be people coming and going at all hours, running generators and other activities that create a lot of noise. Improper waste disposal by more people can lead to litter and unpleasant odors. This will create a big problem for my neighbors and me, especially at night.

There is already a traffic congestion problem because of two schools in the area. The driveway to the elementary school is just across the street from this property, and in the morning and afternoon, there is bumper-to-bumper traffic coming from two

directions trying to get into the driveway. There have already been several accidents, and I can only imagine what it will be like with travel trailers and RVs trying to get in their driveway, possibly having to cross the road. This is a real concern for the safety of children and their parents trying to access the school. These are two very narrow strips of land, and anything put on Parcel 26228 will be close to my property line. I am sure people will be trespassing on my land, and this needs to be addressed by a fence or other barrier. These will not be people who live here as neighbors, but strangers passing through. There is a lot of wildlife in this area that will be displaced because of a loss of habitat. The last thing is that property values will stagnate or decline for people who own land bordering this park. I don't know of many people who would buy land next to an RV park. 3521 East Main is my family's home, and I, along with my neighbors, will be greatly inconvenienced by this park.

Nacogdoches
To Zoning Commission.
SPU-SUP2026-01

I am against this and am writing in response to the rezoning of Parcel 26228. The request includes a Specific Use Permit to allow a Travel Trailer/RV Park on this property. I have 8 acres that join this property, and a member of my family has lived on the property since 1943 (3521 East Main). The property line in one area is about 10 yards from my house. There will likely be people coming and going at all hours, running generators and other activities that create a lot of noise. Improper waste disposal by more people can lead to litter and unpleasant odors. This will create a big problem for my neighbors and me, especially at night.

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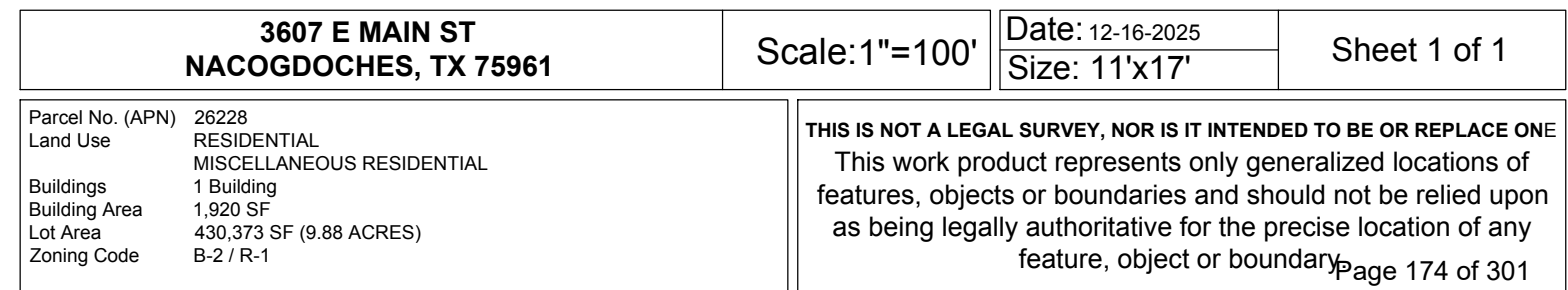
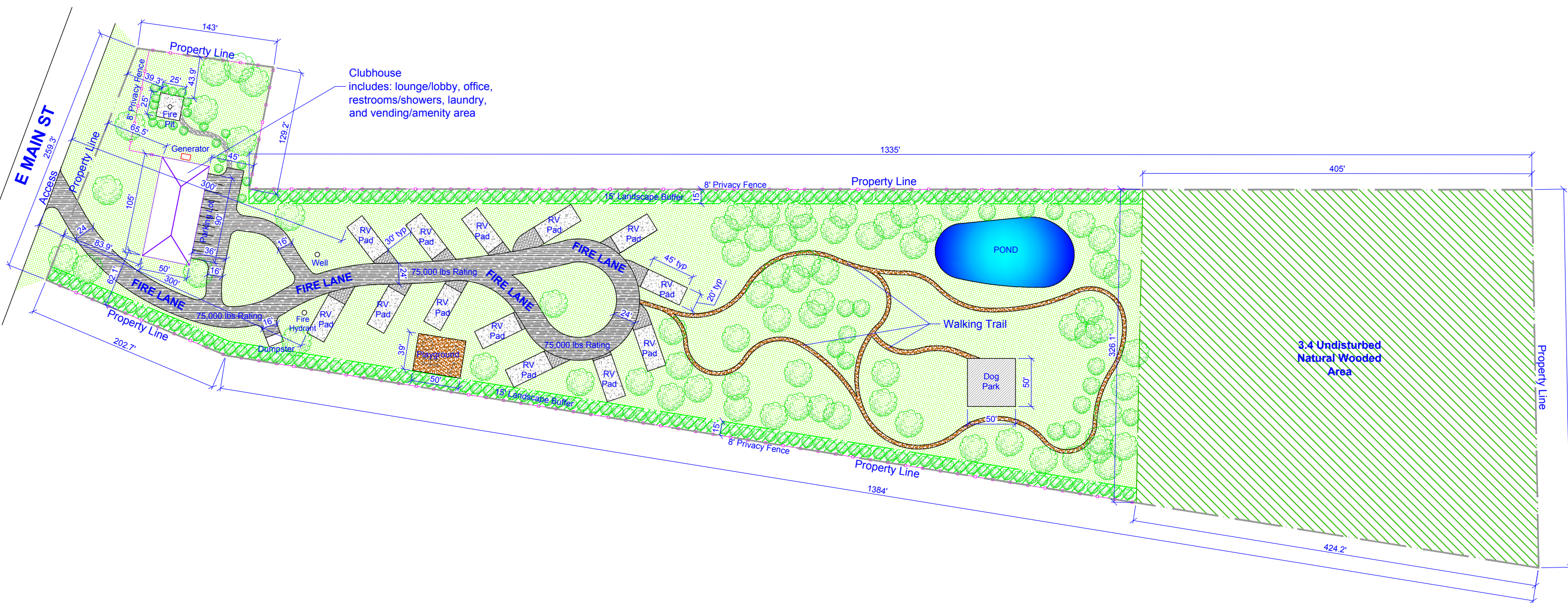
Ronald Johnson
[3521 East Main](#)
[Nacogdoches](#)

(Optional) I want to upload a *Field not completed.*
file with this form

Email not displaying correctly? [View it in your browser.](#)

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You received this message because you are subscribed to the Google Groups "Planning & Zoning" group.
To unsubscribe from this group and stop receiving emails from it, send an email to pz+unsubscribe@nactx.us.
To view this discussion visit <https://groups.google.com/a/nactx.us/d/msgid/pz/010f019be891a832-5663b82f-4ffd-49dc-9e56-9de0d832b9e1-000000%40us-east-2.amazonaws.com>.



SUP2026-01 Site Photos

Subject property



Back of the subject property



Residential home across E. Main St.



Entrance to Carpenter Elementary



Adjacent commercial property to the east



E. Main St. & Loop 224 intersection (east)



Adjacent single family home to the west



Multi-Family Apartments to the west



PRESENTER: Juan Pollette, City Planner

ITEM/SUBJECT: Public Hearing: Discuss and consider action on Specific Use Permit Case SUP2026-02 regarding a Specific Use Permit request for Stone, Sand, Gravel & Mineral Extraction in a R-4, Multi-Family district on one (1) parcel of land approximately 28.2 acres ± in size, more particularly described by Nacogdoches Central Appraisal District Parcel 85393; and generally located north of Powers Street between North Sanders Street and Old Tyler Road, Nacogdoches, Texas. (City Planner)

OVERVIEW: The applicant, Joseph Irie Montes of Jim/RB LLC., was previously granted approval of a Specific Use Permit for Stone, Sand, Gravel & Mineral Extraction on this property in January 2024. One of the conditions of approval limited the SUP to a term of twelve (12) months. That approval has since expired. The applicant is requesting approval of a new SUP to continue the same extraction activity for an additional one-year period. No changes are proposed to the scope of the operation, site layout, access, hours of operation, or conditions previously imposed by City Council.

Adjacent Land Use & Zoning

The subject property is currently zoned R-4, Multi-Family and I-2, Heavy Industrial, and is currently undeveloped. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North	Single Family Residential	R-3, Two Family, R-2, Single Family & I-2, Heavy Industrial	Undeveloped
South (Across Powers St.)	Single-Family Residential	R-4, Multi-Family	City Water Utilities & Residential
East	Single Family Residential	R-4, Multi-Family	Undeveloped & Residential
West	Single-Family Residential	R-4, Multi-Family	Residential

The surrounding zoning and land uses remain unchanged since the prior SUP approval and include a mix of multi-family zoning, residential uses, undeveloped property, and industrial zoning to the east.

STAFF REVIEW:

Per Section 118.173 of the Zoning Ordinance, a Specific Use Permit may be approved if all the following conditions have been found:

Compatibility. The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

The applicant intends to complete extraction activities and leave the property in a condition suitable for future development consistent with the underlying zoning. No new compatibility concerns have been identified since the prior approval.

Orderly growth and development. The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;

The SUP should not impede the normal and orderly development of surrounding vacant property. Upon completion of extraction activities, the property will remain developable in accordance with the R-4 zoning district.

Supporting Facilities. Adequate utilities, access roads, drainage, and other necessary supporting facilities have been or will be provided;

The property takes access from Powers Street, a designated collector roadway. Existing roadway conditions remain adequate to serve the proposed use. Water service is available along Powers Street; no sewer service is currently adjacent to the property.

Drives and Parking. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

Access and on-site circulation will remain consistent with the previously approved SUP and will comply with applicable City standards.

Nuisances. Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

Existing mitigation measures, including preservation of vegetated buffers, silt fencing, and implementation of a Stormwater Pollution Prevention Plan (SWP3), will remain in place. The applicant has submitted an updated SWP3 report in compliance with state requirements. Hours of operation will continue to be limited to 8:00 a.m. to 6:00 p.m., Monday through Saturday.

Lighting. Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;

The owner is not proposing any additional lighting.

Landscaping. Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;

Existing mature vegetation along Powers Street and North Sanders Street provides effective screening. No changes to landscaping are proposed.

Comprehensive Plan. The proposed use is in accordance with the comprehensive plan.
Future Land Use

The Future Land Use Plan designates the subject property as Single-Family Residential. While mineral extraction is not a compatible use for this designation, the requested Specific Use Permit is temporary in nature and does not alter the underlying zoning or future development potential of the property. Approval of the SUP will allow the continuation of a previously approved activity while preserving the ability for the site to develop in accordance with the Comprehensive Plan upon completion of extraction activities.

PUBLIC ENGAGEMENT:

- January 8, 2026 – Staff mailed eighty-three (83) neighborhood meeting notice postcards to property owners within 500 feet.
- January 22, 2026 – Staff coordinated a neighborhood meeting in the city hall council chambers on behalf of the applicant to receive input from surrounding property owners. None of the neighboring residents attended the meeting.
- January 20, 2026 – Staff mailed forty-seven (47) public meeting notice letters to property owners within 200 feet and thirty-six (36) notice postcards to property owners within 200-500 feet. No responses were received in favor or opposition of the request.
- January 25, 2026 – Legal ad published in the Daily Sentinel newspaper.

NOTE – This application is subject to additional notification procedures, including signage posted on the subject property, as well as notices on the City website and social media pages.

Recommended SUP conditions

Staff recommends the following conditions for the Specific Use Permit:

1. Hours of operation will be from 8:00 a.m. until 6:00 p.m., Monday through Saturday.
2. Preserve the existing vegetative buffer at a minimum of 25 ft in width around the perimeter of the property allowing for a reasonable entrance into the area of excavation.
3. Install and maintain standard stormwater pollution prevention fencing in line with state regulations along the entrance of the property.
4. SUP will expire in 12 months from the date it is put into ordinance.
5. Additional street sweeping or cleanup will be provided once a week or as needed to keep the roadway in front of the site free of mud and debris.

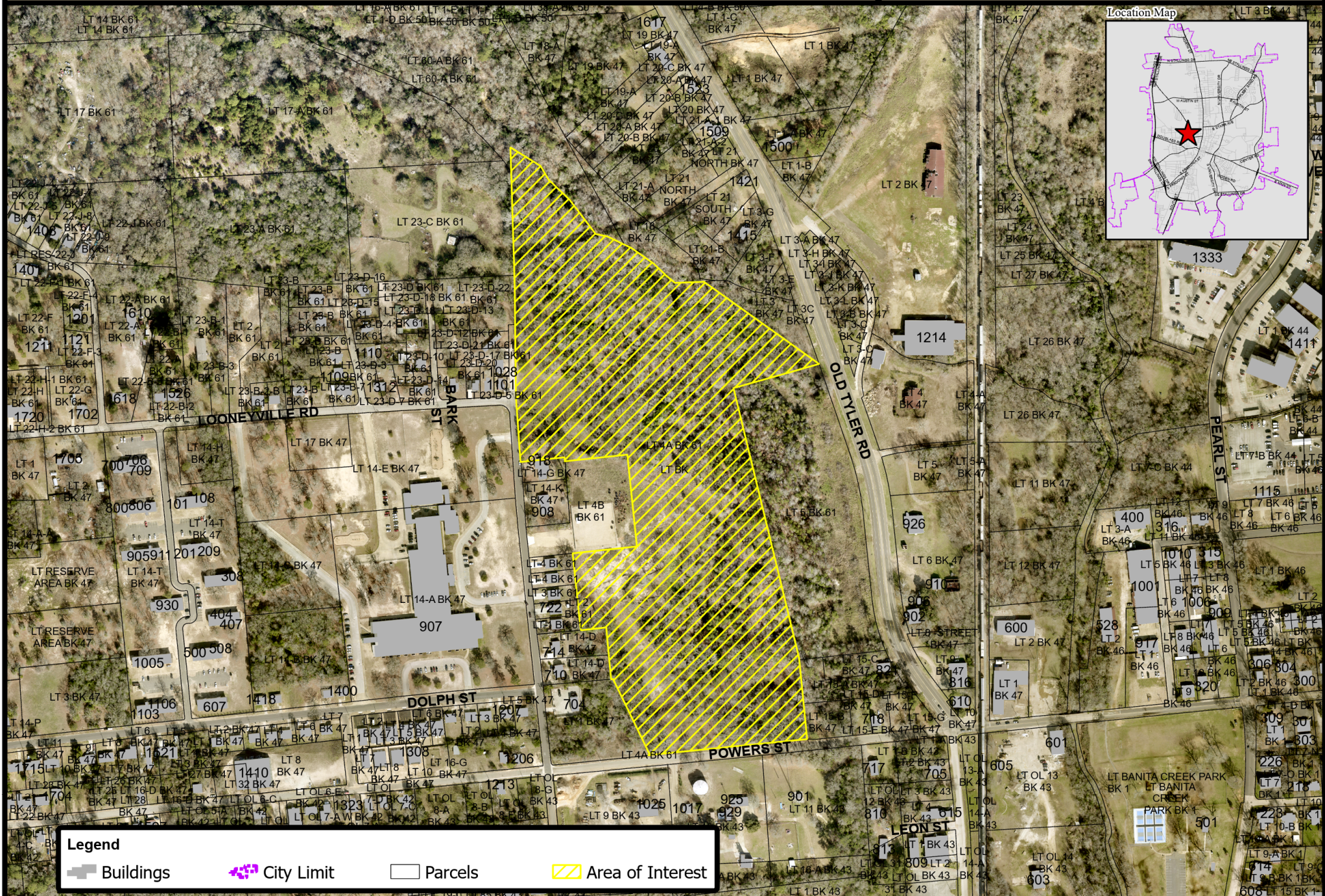
This item is scheduled to be heard by the City Council on Tuesday, February 17, 2026.

CITY CONTACT: Juan Pollette, City Planner

ATTACHMENTS:

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Notification Map 200ft
5. Updated SWP3
6. Site Photos

SUP2026-02 Aerial Map



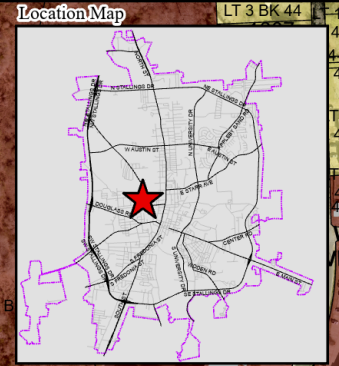
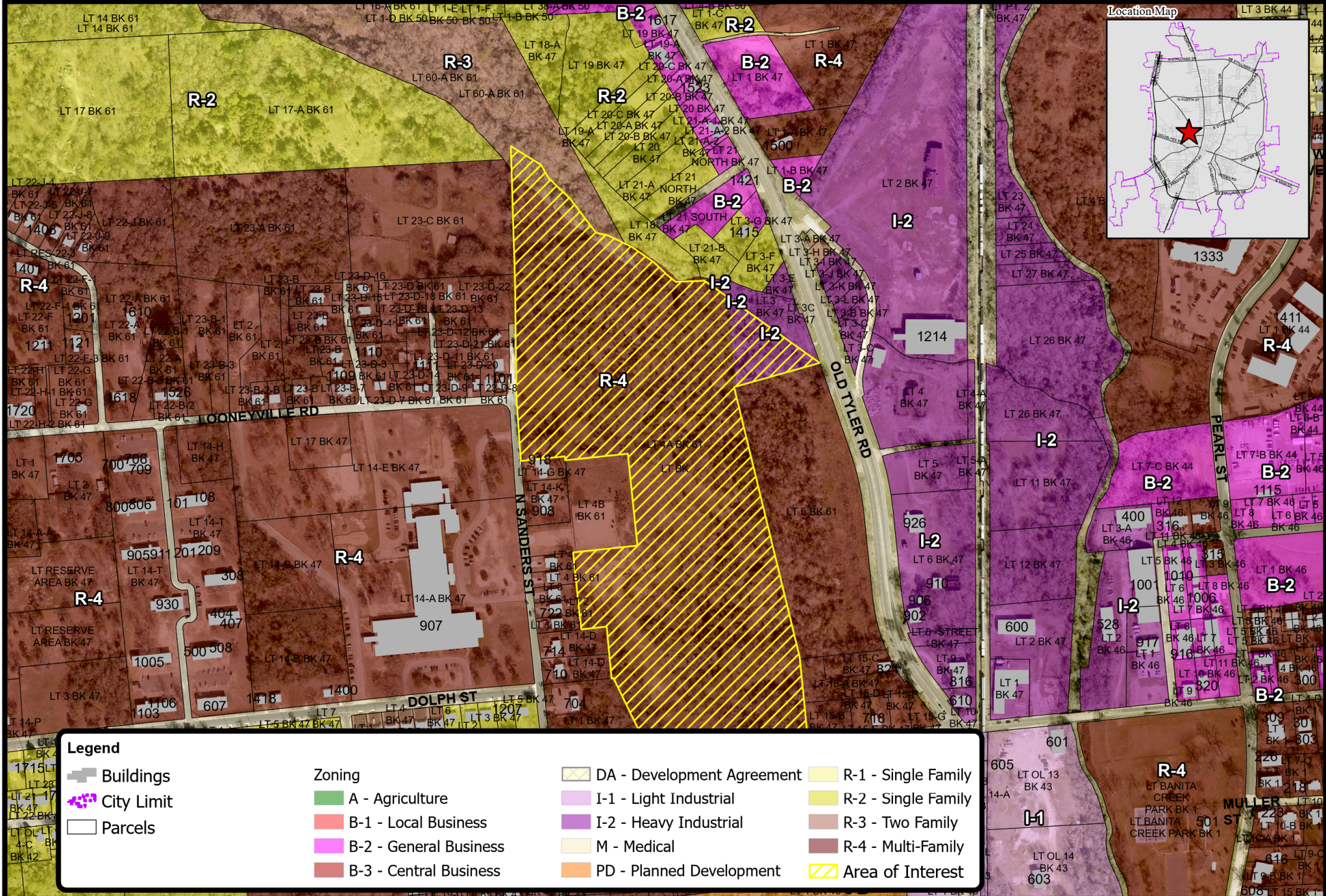
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Nacogdoches
Engineering Department
City of Nacogdoches

SUP2026-02 Zoning Map



Legend

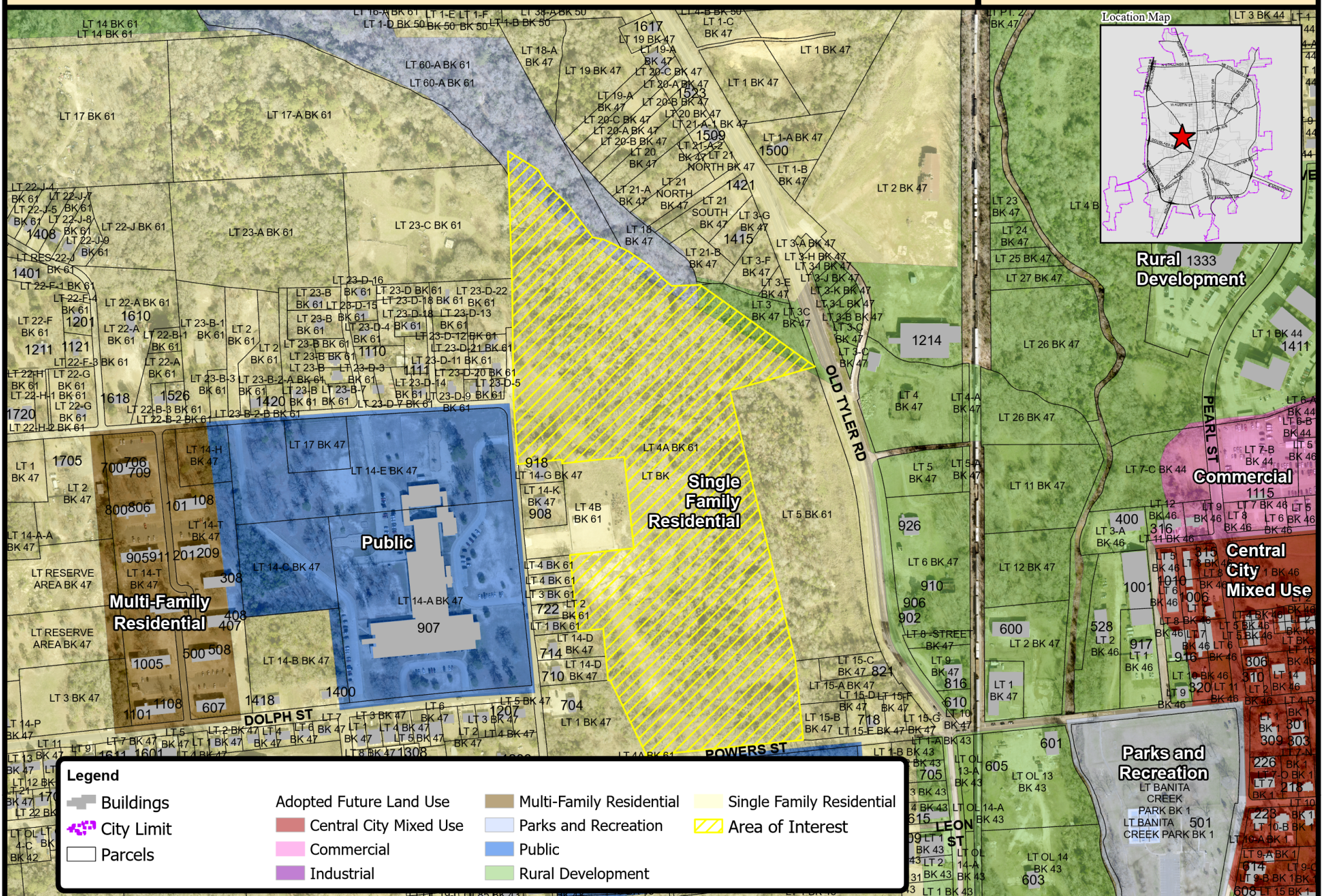
- Buildings
- City Limit
- Parcels

Zoning

- A - Agriculture
- B-1 - Local Business
- B-2 - General Business
- B-3 - Central Business
- I-1 - Light Industrial
- I-2 - Heavy Industrial
- M - Medical
- PD - Planned Development
- R-1 - Single Family
- R-2 - Single Family
- R-3 - Two Family
- R-4 - Multi-Family

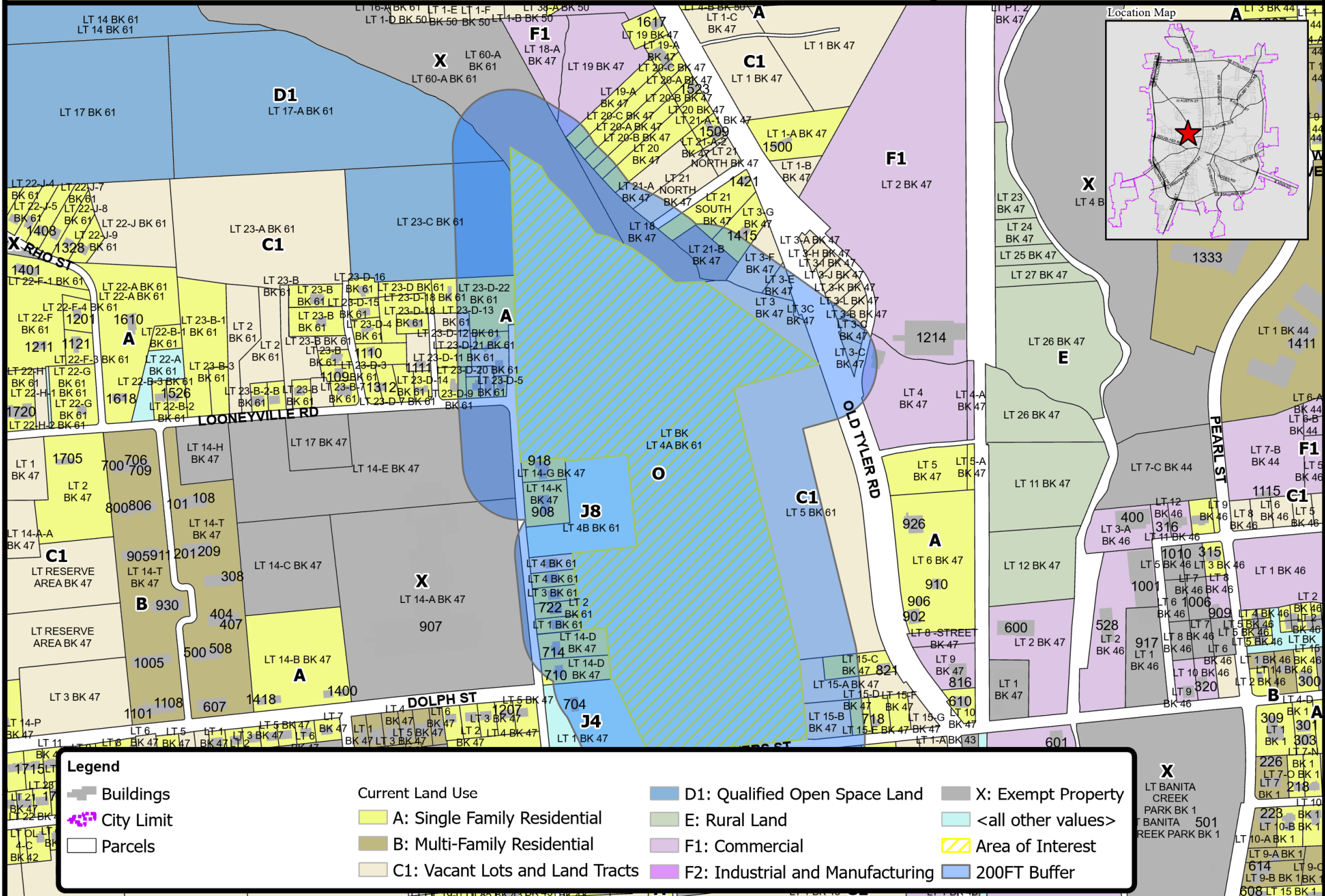
- DA - Development Agreement
- Area of Interest

SUP2026-02 Future Land Use Map



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SUP2026-02 Notification Map



0 190 380 570 760 Feet

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Nacogdoches
Engineering Department
City of Nacogdoches

STORMWATER POLLUTION PREVENTION PLAN

PROPOSED POWERS ST. AND OLD TYLER ROAD SAND PIT CONSTRUCTION PROJECT

**AN APPROXIMATE 4.8-ACRE CONSTRUCTION SITE
POWERS ST. AND OLD TYLER ROAD
NACOGDOCHES (NACOGDOCHES COUNTY), TEXAS**

**Date: October 24, 2024
Revised December 5, 2024
Revised January 12, 2026**

Prepared for:

**Aaron Montes
AMD, Inc.
9778 US. Hwy 59 N
Nacogdoches, TX 75964**

And

**Joseph Irie Montes
JIM/RB, LLC**

Prepared by:

**Hydrex Environmental
312 Old Tyler Road
Nacogdoches, Texas 75961
(936) 568-9451 FAX (936) 568-9527**

STORMWATER POLLUTION PREVENTION PLAN

PROPOSED POWERS ST. AND OLD TYLER ROAD SAND PIT CONSTRUCTION PROJECT

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**Aaron Montes
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9778 US. Hwy 59 N
Nacogdoches, TX 75964**

And

**Joseph Irie Montes
JIM/RB, LLC**

**October 24, 2024
Revised December 5, 2024
Revised January 12, 2026**

**Mellisa Cooper, CESC
Project Manager**



Prepared by:



**312 Old Tyler
Nacogdoches, Texas 75961
(936) 568-9451 FAX (936) 568-952**

December 5, 2024

Aaron Montes
AMDI, Inc.
9778 US. Hwy 59 N
Nacogdoches, TX 75964
And
Joseph Irie Montes
JIM/RB, LLC

**Re: Revised Stormwater Pollution Prevention Plan
Proposed Powers St. and Old Tyler Road Sand Pit Construction Project
An Approximate 4.8-Acre Construction Site
Old Tyler Road
Nacogdoches (Nacogdoches County), Texas
Hydrex Project No. S-01-1808**

Dear Mr. Montes:

Hydrex Environmental is pleased to submit the accompanying Stormwater Pollution Prevention Plan (SWP3) for the above-referenced construction site. The SWP3 was prepared in accordance with the requirements outlined in the Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000.

The site's SWP3 must be implemented and followed by your construction manager and/or contractor(s) until construction is complete and final stabilization of the construction area has been achieved. If you have any questions, please feel free to call me at (936) 568-9451. Thank you for the opportunity to provide you with this service and we look forward to working with you in the future.

Sincerely,
Hydrex Environmental



Mellisa Cooper, CESCP
Project Manager

CERTIFICATION PAGE

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sign as required by 30 TAC §305.44(b).

Signed: _____ Date: _____
Name: Mr. Aaron Montes
Title: Authorized Representative

If plan is shared by more than one entity:

Signed: _____ Date: _____ TPDES #: _____
Name: Joseph Irie Montes
Title: Owner and Co-Authorized Representative

Signed: _____ Date: _____ TPDES #: _____
Name: _____
Title: _____

Signed: _____ Date: _____ TPDES #: _____
Name: _____
Title: _____

Primary Operators

Aaron Montes AMDI Inc. and Joseph Irie Montes JIM/RB, LLC

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Appendix A - Plates

Plate A-1	Vicinity Map
Plate A-2	USGS Topographic Map
Plate A-3	Sediment and Erosion Control Plan
Plate A-4	NRCS Soil Survey Map

Appendix B - Stormwater Controls

Plate B-1	Typical Design Details for Erosion and Sediment Controls
Plate B-2	Typical Design Details for Inlet Protection
Plate B-3	Typical Design Details for Temporary Concrete Washout Facilities

Appendix C - Record of Construction Schedule Activities

Record of Disturbance/Stabilization Activities

Appendix D - Inspection Forms for Stormwater Controls

Stormwater Construction Site Inspection Forms
Qualifications of the Inspector(s)

Appendix E - Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000

Appendix F - Miscellaneous Documents

Required Activities to Perform
Small Construction Site Notice

1.0 INTRODUCTION

AMDI Inc. and JIM/RB, LLC are moving dirt from a sand pit located on Powers St. and Old Tyler Road. The project is located on an approximate 4.8-acre section of a larger piece of property located along Powers St. in Nacogdoches (Nacogdoches County), Texas (Appendix A, Plates A-1 and A-2). This Stormwater Pollution Prevention Plan (SWP3) has been prepared to outline and establish the best management practices (BMPs) and sediment and erosion controls that will be implemented, maintained, and/or followed for the duration of construction, including final stabilization by the operators, Aaron Montes AMDI Inc. (Operator).

This SWP3 has been developed in accordance with the requirements outlined in Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit TXR150000, dated March 5, 2023. The purpose of implementing and following the site's SWP3 will be to minimize pollutants in stormwater discharges from the construction site. A copy of the TPDES Construction General Permit TXR150000 is included in Appendix E.

The disturbed area for this construction project will encompass approximately 4.8 acres of land (Appendix A, Plate A-3). Construction activities planned for this project will include the following:

- 1) installation of sediment controls,
- 2) land clearing, grubbing, grading, and site preparation,
- 3) removal of sand and grading as needed,
- 4) construction of any stormwater drainage conveyances, and
- 5) final grading and stabilization of disturbed areas.

Construction activities associated with this project began September 2024 and is expected to be completed approximately in April 2027.

2.0 SITE DESCRIPTION

The disturbed area for this construction project encompasses approximately 4.8 acres of land located along Powers St. and Old Tyler Road in Nacogdoches (Nacogdoches County), Texas (Nacogdoches County), Texas (Appendix A, Plates A-1 and A-2).

2.1 Topography and Receiving Waters

Topographically, the construction site is located in an area of sloping terrain on the top of a hill within the watershed of Banita Creek (Appendix A, Plate A-2). The terrain across the construction site slopes slightly to the east. Currently, stormwater runoff is expected to follow surface topography and move as sheet flow east to offsite stormwater conveyances which flow toward Mull Branch Creek. Mull Branch creek flows into Banita Creek which drains into La Nana Bayou and then ultimately drains into the Angelina River. Post-construction stormwater runoff at the site will be directed to off-site stormwater conveyances which will direct stormwater east towards Banita Creek.

2.2 Rainfall Data

According to the *Soil Survey of Nacogdoches County, Texas*, the average annual rainfall for Nacogdoches County is approximately 50 inches. About 50% of precipitation occurs between April and September.

2.3 On-Site Soils

The NRCS Web Soil Survey for Nacogdoches County, Texas indicates the soils at the project site are mapped as *Darco-Urban land complex, 1 to 8 percent slopes, Darco-Urban land complex, 8 to 25 percent slopes, Hannahatchee-Urban land complex, frequently flooded, and Trawick-Urban land complex, 8 to 20 percent slopes* (Appendix A, Plate A-4).

Section II

The *Darco-Urban land complex, 1 to 8 percent slopes* soil unit occurs throughout the western section of the construction site. This deep gently sloping soil is on broad convex interstream divides. These soils contain 50 percent of Darco soils, 35 percent of urban soils, and 15 percent of Lilbert and Briley soils. These soils are made up of dark brown to a pale brown loamy fine sand in the surface layers to a depth of 48 inches. The subsoil layers are a yellowish red sandy clay loam to a depth of 80 inches. The Urban land part of the soils is so covered by structures and parking lots that its identification is not feasible. The soil is well drained, has moderate permeability and low available water capacity. Run off is slow and erosion hazard is slight. This soil has medium potential for urban development.

The *Darco-Urban land complex, 8 to 25 percent slopes* soil unit occurs throughout the central section of the construction site. This strong to steep sloping soil is above drainage ways. These soils contain 60 percent of Darco soils, 30 percent of urban soils, and 10 percent of Teneha soils. These soils are made up of dark brown to a very pale brown loamy fine sand in the surface layers to a depth of 55 inches. The subsoil layers are a strong brown sandy clay loam to a depth of 72 inches. The Urban land part of the soils is so covered by structures and parking lots that its identification is not feasible. This soil has medium potential for urban development and a severe hazard to erosion.

The *Hannahatchee-Urban land complex, frequently flooded*, soil unit occurs throughout the northern section of the construction site. This nearly level soil and urban land is found on bottomlands. These soils contain nearly 50 percent Hannahatchee soils, 35 percent Urban land, and 15 percent Tuscosso soils. These soils are made up of reddish-brown loam about 6 inches thick. The subsoil layers are a yellowish red sandy clay loam to a depth of 43 inches. These soils are frequently flooded with most areas flooding each year. This soil has low potential for urban development with flooding as the main hazard.

Section II

The *Trawick-Urban land complex, 8 to 20 percent slopes* soil unit occurs through much of the southeastern and northern sections of the construction site. This deep, sloping to moderately steep soil and urban land is located on convex side slopes. These soils contain 55 percent of Trawick soils, 30 percent of urban soils, and 15 percent of Bub and Nacogdoches soils. These soils are made up of dark red clay loam in the surface layers to a depth of 5 inches. The subsoil layers are dark red clay to a depth of 45 inches. The Urban land part of the soils is so covered by structures and parking lots that its identification is not feasible. This soil has low potential for urban development.

2.4 Description and Sequence of Soil Disturbing Activities

During construction, up to 4.8 acres of total land area will be disturbed or used for storage. Soil disturbing activities may include, but are not limited to:

- 1) land clearing in preparation for installation of sediment control fencing,
- 2) installation of sediment control fencing,
- 3) land clearing, grubbing, and grading in support of proposed construction activities, and/or
- 4) final grading and seeding/planting for establishment of permanent vegetative cover in disturbed areas outside of newly constructed areas.

Construction activities for this project are scheduled to be performed in the following general order:

- 1) land clearing and grubbing the proposed construction area for installation of sediment control fencing,
- 2) installation of sediment control fencing along down-gradient boundaries of the construction site,
- 3) land clearing, grubbing, and grading in support of construction and/or modification of proposed and existing stormwater drainage conveyances,

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- 4) temporary stabilization of disturbed areas and stockpiles of soil immediately after disturbance, or as soon as practical, if the areas will not be re-disturbed within fourteen (14) days,
- 5) completion of construction activities and/or modifications to the proposed and existing stormwater drainage conveyances,
- 6) completion of final grading and establishment of permanent vegetative cover for final stabilization of previously disturbed areas outside construction areas,
- 7) removal of all remaining temporary erosion/sediment controls upon completion of all construction activities and when the site is stabilized, and
- 8) stabilization of any areas disturbed during removal of the temporary sediment/erosion controls.

3.0 DESCRIPTION OF POTENTIAL POLLUTANTS AND SOURCES

The potential for pollutants to enter or mix with stormwater at this construction site is primarily dependent upon the activities performed and the materials used during the construction process. Activities that can potentially affect stormwater through contact include land clearing, grading, excavating, fueling, concrete pouring, asphalt paving, vehicle tracking, waste disposal, stabilization, and fertilization. A list of potential pollutants located on-site, and their sources is presented in the following table.

Table 1. Potential Pollutants and Their Sources

Potential Pollutants	Source
Sediment	Disturbed soil from land clearing and grading activities and stock piles of dirt and topsoil from on and off-site sources.
Petroleum products	Diesel and oil from on-site storage or from construction vehicles used on-site.
Concrete and asphalt	Discharge or runoff from use of concrete and/or asphalt materials during construction.
Solid waste	Materials used during construction or used by workers while on-site.
Fertilizers	Use of fertilizers during stabilization of soils and sediment.

As needed, additional pollutants can be added to the table as they are brought on-site.

Control measures contained within this plan are designed to eliminate or reduce any potential impact of these activities and materials to stormwater discharges that may leave the construction site. Specific best management practices and control measures for this site are described in Section 4.0.

4.0 DESCRIPTION OF STORMWATER CONTROLS

The following information describes the best management practices (BMPs) and control measures that may be implemented as part of construction activities, to control and minimize pollutants in stormwater discharges from the construction area. The locations where these controls may be implemented are indicated on the Sediment and Erosion Control Plan map, (Appendix A, Plate A-3). Typical design details for some of the types of control measures that may be implemented during construction are included in Appendix B of this SWP3 and within construction plan details maintained by the Operator. The Operator will be responsible for ensuring all necessary BMPs and control measures are properly installed and adequately maintained in accordance with good engineering practices and manufacturer's specifications.

4.1 Best Management Practices

BMPs are controls or techniques used to reduce or eliminate the potential for pollutants in stormwater discharges from leaving the construction site. The following table lists the types of BMPs as well as the location and purpose of the BMPs, and appropriate timing for implementing and maintaining the BMPs.

Table 2. Types and Locations of Best Management Practices

Type of Stormwater BMP	Location and Purpose of BMP	Appropriate Timing of the BMP
Construction Exit(s)	Construction exit(s) will serve to reduce vehicle tracking from the construction site and will be installed in accordance with the design guidelines. If on paved surfaces, alternate acceptable means of reducing sediment tracking will be utilized. If needed, pre-existing culverts at the entrance will be replaced during construction.	As an initial construction activity, until permanent exits are established.

Table 2. Types and Locations of Best Management Practices

Type of Stormwater BMP	Location and Purpose of BMP	Appropriate Timing of the BMP
Sediment Control Fencing	Along down-gradient boundaries of the site to minimize the potential for off-site accumulations of sediment during construction.	As construction begins and for the duration of construction until final stabilization occurs.
Inlet Protection	If needed, Inlets receiving stormwater runoff from the construction site will be protected to reduce the potential for sediment entering any storm sewer system or conveyance. In unpaved areas, inlet protection will be provided by sediment control fencing or other similar devices. Inlet protection will be provided in paved areas by bagged gravel or other appropriate means of protection.	After installation of inlets to a storm sewer system until final stabilization occurs.
Swales and Rock Check Dams	If needed, diversion, interceptor, or perimeter swales will be installed to direct stormwater away from the site. Rock check dams could be installed, as needed, within the swales in order to slow the velocity of the water and prevent off-site migration of sediment.	As an initial construction activity until final stabilization occurs. Swales will remain as a permanent control.
Stormwater Detention Area	If constructed, the stormwater detention area will be used in order to prevent off-site migration of sediment and potential pollutants before entering off-site drainage.	During initial construction and remaining as a permanent control.
Retaining Walls	If installed, retaining walls will be constructed along areas of higher relief, to divert stormwater and prevent sediment build-up. Sediment control fencing should be used, if necessary, to prevent sediment from leaving the property.	As construction begins and for the duration of the site.

Table 2. Types and Locations of Best Management Practices

Type of Stormwater BMP	Location and Purpose of BMP	Appropriate Timing of the BMP
Rock Rubble and Rip Rap at Discharge Outlets	As needed, stormwater discharge outlets will contain erosion protection devices such as paved slopes, rock rubble, rip rap, and/or erosion protection fabric, as needed. The purpose of the erosion protection devices is to reduce undercutting and erosion potential of stormwater flowing through each of the outlet flumes.	After installation of outlets until final stabilization has occurred.
Soil Stabilization	Stabilization practices implemented in previously disturbed areas may include planting temporary or permanent vegetation, sod stabilization, mulching, or hydro mulch seeding.	During construction, all disturbed areas of the site that will not be re-disturbed for fourteen (14) days or more must be stabilized immediately, or as soon as practical, following the last disturbance activity and upon completion of construction activities.
Post Construction Controls	Management of post-construction stormwater runoff will be provided by existing storm sewer system.	Existing controls will be protected with inlet protection during construction and will be maintained until final stabilization.

Accumulations of sediment will be removed from along the sediment control fencing by the Operator to ensure adequate sedimentation controls are maintained. At a minimum, sediment accumulations will be removed when fifty percent (50%) of the design capacity of the sediment control fencing has been exceeded. Upon completion of construction activities, final stabilization in all previously disturbed landscaped areas of the construction site will be achieved. All temporary BMPs will be removed, and the areas stabilized. Areas seeded, sodded, or planted for final stabilization will be watered as necessary, to promote permanent vegetative growth.

4.2 Good Housekeeping Measures

Good housekeeping measures will be taken to eliminate or reduce exposure of potential pollutant sources to precipitation and runoff. Typical good housekeeping measures are performed on a daily basis by employees during the course of normal work activities. The following table includes a list of typical good housekeeping measures conducted on-site.

Table 3. Good Housekeeping Measures Performed On-Site

Pollutant Source	Good Housekeeping Measures Performed on a Daily Basis
Solid Waste	All solid waste materials (litter or construction debris) will be collected and stored in trash bins or dumpsters and will be emptied as necessary or as frequently as required by local ordinance. No waste materials will be buried or burned on-site unless burning is in accordance with current state and local ordinances. Covering waste with a tarp or lid will minimize exposure of waste to stormwater.
Petroleum Products and Hazardous Waste Materials	Should petroleum products and hazardous waste materials be brought on-site, they will be properly handled and disposed of in the manner specified by local, state, or federal regulation, if applicable, or in the manner specified by the manufacturer. The Operator will ensure that all on-site construction personnel using petroleum products and hazardous waste materials are instructed in the proper practices and procedures for handling, storing, and safeguarding these materials and will ensure that these procedures are followed for the duration of construction activities. All spills or leaks should be promptly cleaned and disposed of properly.
Sanitary Waste	If necessary, portable sanitary waste units will be provided by the Operator for the duration of construction activities. The Operator will ensure that all sanitary waste is collected from the portable units by a licensed waste management contractor as often as needed or as often as required by local regulation or city ordinance.
Material Storage	If brought onsite, construction materials, construction chemicals, and stockpiled soils will be stored in designated storage areas in a manner that prevents the materials from becoming a pollutant source in stormwater discharges. Stockpiled soils will be protected using sediment control fencing or stabilized with temporary vegetation or mulching. Construction materials and construction chemicals will be stored off of the ground surface (i.e. on pallets) and under protective cover, if possible. In addition, all construction chemicals will be stored in the original manufacturer's containers with secured lids and clearly labeled.

Table 3. Good Housekeeping Measures Performed On-Site

Pollutant Source	Good Housekeeping Measures Performed on a Daily Basis
Off-site Vehicle Tracking	When necessary, the Operator will sweep and maintain adjacent streets to ensure excess dirt, mud, or rock tracked from the construction area is properly removed in a timely manner. Maintenance procedures used on adjacent streets will be in accordance with local, state, and federal transportation safety guidelines. Trucks hauling waste materials from the construction site will be covered to eliminate or minimize wind-blown litter and construction debris. The Operator, will ensure that all wind-blown litter and debris generated or originating from the construction site (including dust) is properly managed, controlled, and/or properly disposed.
Vehicle and Equipment Washing	Minimize the discharge of wash water from equipment and vehicle washing, wheel wash water, and other wash waters. Wash water must be treated in a sediment basin or alternative control. No soaps or solvents are allowed to be used in the washing process. No oil or grease may be co-mingled with wash water discharges.

4.3 Erosion and Sediment Control Requirements

Erosion and sediment controls must be designed, installed, and maintained to minimize the discharges of pollutants. These controls must:

- 1) control stormwater volume and velocity to minimize soil erosion,
- 2) control stormwater discharges to minimize channel and stream bank erosion and scour, at points of discharge,
- 3) minimize the amount of soil exposed,
- 4) minimize the disturbances of steep slopes,
- 5) minimize sediment discharges from the site by addressing the design installation of the controls,
- 6) if disturbance is located in close proximity of surface water, natural buffers must be provided and maintained, if feasible,
- 7) preserve the native top soil, and
- 8) minimize soil compaction.

4.4 Temporary Concrete Washout Facility

Prior to performing any concrete pouring activities, at least one (1) temporary concrete washout facility will be constructed and utilized at the site to contain concrete washout from mixer truck chutes or concrete mixing activities. If necessary, any temporary concrete washout facility will be constructed by the Operator, in accordance with the minimum design criteria provided on Plate B-3 in Appendix B, or in accordance with a suitable alternate method. The proper use of any designated washout facility will serve to prevent unpermitted discharges of concrete pollutants and wash water from leaving the construction site and entering surface waters of the state during the period covered by the TPDES Construction General Permit. (See Section 4.09 for conditions required to authorize the discharge of concrete truck washout.)

Any temporary concrete washout facility(s), if constructed, will be maintained for as long as needed during construction. When appropriate, any temporary washout facility will be removed by the Operator. Upon removal, all associated accumulations of concrete residue will be properly disposed of, and final stabilization of the area will be performed.

4.5 Concrete Truck Washout Requirements

If necessary, the discharge of concrete wash water within the site may be authorized under the TPDES Construction General Permit. This authorization is limited to the land disposal of washout water from concrete trucks that are associated with off-site production facilities and for on-site facilities provided certain requirements and conditions are met. The requirements and conditions for authorizing the disposal of concrete washout at the construction site include the following:

- 1) Discharge of concrete truck washout water to surface water in the state, including discharge to storm sewers, is prohibited.
- 2) Concrete truck washout shall be disposed in areas at the construction site where structural controls have been established to prevent discharge to surface waters of the state, or to areas that have a minimal slope that allow infiltration and filtering of wash water to prevent discharge to surface waters. Structural controls may consist of temporary berms, temporary

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shallow pits, temporary storage tanks with slow rate release, or other reasonable measures to prevent runoff from the construction site.

- 3) Wash out of concrete trucks during rainfall events shall be minimized. The discharge of concrete washout water is prohibited at all times, and the Operator shall insure that its BMPs are sufficient to prevent the discharge of concrete truck washout as a result of rainfall or snowmelt.
- 4) The disposal of washout water from concrete trucks, made under authorization of the permit, must not cause or contribute to groundwater contamination.
- 5) The SWP3 shall include the locations of the designated concrete wash out area on the SWP3 site map (pen and ink additions are permitted).

If the above conditions are not met, the disposal of concrete washout is not authorized under the TPDES Construction General Permit.

4.6 Recordkeeping of Scheduled Construction Activities

To ensure erosion and sediment controls are implemented in a timely manner and followed, the Operator will maintain the following records on the Record of Disturbance/Stabilization Activities form in Appendix C:

- 1) dates when major grading activities occur,
- 2) dates when construction activities temporarily or permanently cease on a portion of the construction site, and
- 3) dates when stabilization measures are initiated.

The Record of Disturbance/Stabilization Activities form will be retained in Appendix C of the site's SWP3 for a period of three (3) years following the date final stabilization is achieved. Upon request, the form will be made readily available to:

- 1) the TCEQ executive director,
- 2) a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans,

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- 3) local government officials, and
- 4) the Operator of any municipal separate storm sewer system (MS4) that may receive discharges from the construction site.

5.0 MAINTENANCE AND INSPECTIONS

5.1 Maintenance

All erosion and sediment control measures or other protective measures implemented at the construction site will be maintained in effective operating condition for the duration of construction activities and until the construction site has achieved final stabilization. The Operator will be responsible for implementing, maintaining, repairing, or modifying any ineffective or deficient erosion controls, sediment controls, or stormwater management controls implemented or installed at the construction site. Additionally, any deficiencies noted during the on-site inspections by the Operator, or its designated representative will be addressed and corrected before the next anticipated storm event or as soon as practicable.

If revisions to the site's SWP3 are deemed necessary, the Operator, or its designated representative will ensure these revisions are made.

If sediment escapes the construction area, the Operator will be responsible for removing off-site accumulations of sediment at a frequency sufficient to minimize off-site impacts.

The Operator will maintain previously installed sediment traps (i.e. sediment control fencing) to ensure the traps are providing adequate control for the duration of construction and until the construction area is finally stabilized. Along previously installed sediment control fencing, accumulations of sediment will be removed at a rate sufficient to maintain fifty percent (50%) or more of the sediment fencing's design capacity.

If applicable, previously installed inlet protection devices will be maintained by the Operator until the area drained by the inlet has been finally stabilized. Accumulations of sediment will be periodically removed from around all protected storm sewer inlets to ensure adequate drainage and sediment control is maintained.

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The Operator will ensure all litter, construction debris, and construction chemicals exposed to stormwater at the site are prevented from becoming a pollutant source for stormwater discharges. In addition, the Operator will ensure proper disposal procedures are followed for all types of waste materials generated at the site during construction.

5.2 Inspections

An inspection of the construction site will be performed by a qualified representative of the Operator:

- 1) at least once every fourteen (14) calendar days and within twenty-four (24) hours following a storm event of 0.5 inches or greater, or
- 2) as an alternative to the above schedule, every seven (7) days.

The inspection schedule may be changed between the above two (2) options a maximum of one (1) time per month. Changes must be implemented at the beginning of the calendar month, and the reason for the change must be documented in the SWP3 (e.g. “wet” season, “dry” season). Inspections conducted using the seven (7) day option must be performed on the same day of each week. Inspection frequency must be conducted at least once every month in areas of construction sites that meet final or temporary stabilization while construction is still on-going.

Areas to be inspected will include:

- 1) disturbed areas that have not achieved final stabilization,
- 2) areas used for storage of materials that are exposed to precipitation,
- 3) structural controls for evidence of, or the potential for, pollutants entering the drainage system,
- 4) sediment and erosion control measures identified in the SWP3 to ensure that they are operating correctly, and

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- 5) locations where vehicles enter or exit the construction site.

A Stormwater Construction Site Inspection Form, included in Appendix D, will be completed within 24 hours following an inspection. The construction inspection form will:

- 1) summarize the scope of the inspection,
- 2) contain the inspector's name and qualifications (qualifications for each inspector may be identified on a single page in Appendix D instead of repeating for each inspection),
- 3) contain the date of the inspection, and
- 4) identify major observations noted during the inspection.

Major observations noted during each inspection will include:

- 1) the location(s) of discharges of sediment or other pollutants from the construction site,
- 2) the location(s) of best management practices or controls that need to be maintained/repaired,
- 3) the location(s) of best management practices or controls that failed to operate as designed or proved inadequate for a particular location, and
- 4) the location(s) where additional best management practices or controls are needed.

Additionally, each inspection form will include a discussion of any incidents of non-compliance. When an inspection does not identify any incidents of non-compliance, the form shall contain a certification that the facility is in compliance with the SWP3 and the associated TPDES permit.

Each inspection form will be signed for certification by the Operator, or if applicable, its delegated representatives. Copies of all inspection forms will be maintained in

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Appendix D of the site's SWP3 for a period of three (3) years following the date when final stabilization is completed.

6.0 NON-STORMWATER DISCHARGES

6.1 Permitted Non-Stormwater Discharges

The following permitted, non-stormwater discharges may occur at the construction site during the construction period:

- 1) discharges from firefighting activities (not included are: washing of trucks, runoff from training activities, test water from fire suppression systems, and similar activities),
- 2) uncontaminated fire hydrant flushings, which includes flushings from systems that use potable water, surface water, or groundwater that does not contain pollutants (excludes flushings of hyperchlorinated or reclaimed wastewater),
- 3) vehicle, external building, and pavement wash water where detergents and soaps are not used, where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed according to applicable local, state, or federal regulations), and where the purpose is to remove mud, dirt, and dust,
- 4) uncontaminated water used to control dust,
- 5) potable water sources including waterline flushings,
- 6) uncontaminated air conditioning condensate,
- 7) uncontaminated groundwater or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents, and
- 8) lawn watering and similar irrigation drainage.

After appropriate erosion and sediment controls have been installed, the Operator, will ensure that all permitted, non-stormwater discharges are directed towards the site's installed erosion and sediment controls.

If necessary, the discharge of concrete wash water may be authorized under the TPDES Construction General Permit (Sections 4.4 and 4.5). If required, all concrete

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wash water will be directed towards the construction site's previously installed temporary concrete washout facilities.

6.2 Non-Permitted Non-Stormwater Discharges

The following non-permitted, non-stormwater discharges may not occur at the construction site during the construction period:

- 1) wastewater from washout concrete,
- 2) wastewater from wash out and cleanout of stucco, paint, form release oils, curing compound, and other construction materials,
- 3) fuels, oils, or other pollutant used in vehicle equipment operation and maintenance,
- 4) soaps or solvents used in vehicle and equipment washing,
- 5) toxic or hazardous substances from a spill or other release, and
- 6) discharges from dewatering activities.

7.0 AMENDING THE PLAN

The Operator will ensure that the site's SWP3 is revised, amended, or updated when:

- 1) there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3,
- 2) changing site conditions based on updated plans and specifications, new operators, new areas of responsibility, and changes in BMPs, or
- 3) results of inspections or investigations by the site personnel authorized by the permittee, operator of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state, or local agency approving sediment and erosion control plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under TPDES General Permit TXR150000.

If an authorized official notifies the Operator at any time that the SWP3 does not meet one or more of the minimum requirements for a SWP3 or if the results of any inspection indicate the necessity to modify the SWP3, then the appropriate modifications or changes will be made to the plan by the Operator no more than seven (7) days following the date of the authorized official's notice or the inspector's report.

8.0 PLAN AVAILABILITY, POSTED NOTICES, AND RECORD RETENTION

8.1 Plan Availability

During construction, a copy of the SWP3 and all related documents and inspection reports will be retained at the construction site at Powers St. and Old Tyler Rd, Nacogdoches (Nacogdoches County), Texas or, if the site is inactive, in the office of AMDI, Inc. located at 9778 US. Hwy 59 Nacogdoches (Nacogdoches County), TX. Upon request, the SWP3 will be made available to:

- 1) the TCEQ executive director,
- 2) a federal, state, or local agency approving erosion and sediment control plans, grading plans, or stormwater management plans, local government officials, and
- 3) the operator of a municipal separate storm sewer system receiving discharges from the construction site.

8.2 Posted Notices

A TPDES Construction Site Notice, included in Appendix F, will be posted near the site's main construction entrance/exit for the duration of construction activities. For a linear construction project, such as a pipeline or highway, the notice(s) must be placed in a publicly accessible location near where active construction is underway. The notice(s) will contain the following information:

- 1) the TPDES permit number for the project (if 5 acres or greater),
- 2) contact name and telephone number of a representative for both the primary and secondary operators,
- 3) physical address or a description and location of the project,
- 4) projected start and end dates, and
- 5) location of the SWP3.

8.3 Retention of Records

A copy of the SWP3 will be kept at the construction site from the time construction activities begin until final stabilization of the site has been achieved. Following completion of construction, a copy of the SWP3 and a copy of all reports and actions, which include signed inspections (Appendix D), records of the construction schedule activity (Appendix C), and a copy of the construction site notice(s) (Appendix F), will be retained in the office of AMDI, Inc. located at 9778 US. Hwy 59 Nacogdoches (Nacogdoches County), TX. The SWP3, along with its associated records, will be retained for a period of three (3) years following the date that final stabilization is achieved. Records will include:

- 1) a copy of the SWP3,
- 2) all reports and actions required by the permit, including a copy of the construction site notice,
- 3) all data used to complete the Notice of Intent (NOI), if an NOI is required, and
- 4) all records of forms submitted to the operator of any MS4 receiving the discharge and to the secondary operator of a large construction site, if applicable.

9.0 COMPLIANCE WITH APPROVED STATE AND LOCAL PLANS

The Operator will ensure that the site's SWP3:

- 1) is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or stormwater management site plans or site permits approved by federal, state or local officials, and
- 2) is updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment and erosion site plans or permits, or stormwater management site plans or site permits approved by state or local officials for which the permittee receives written notice.

If the permittee is required to prepare a separate management plan, including but not limited to a Water Pollution Abatement Plan or Contributing Zone Plan in accordance with 30 TAC Chapter 213 (related to the Edwards Aquifer), then a copy of that plan must be either included in the SWP3 or made readily available upon request to authorized personnel of the TCEQ. The permittee shall maintain a copy of the approval letter for the plan in its SWP3.

10.0 REFERENCES

BarWin Consultants, 2002, *Typical Design Details for Erosion and Sediment Controls*.

Dolezel, Fuchs, 1980, *Soil Survey of Nacogdoches County, Texas*, United States Department of Agriculture, Soil Conservation Service.

ESRI, ArcGIS Online World Street Map, (Plate A-1).

Nacogdoches County, Ariel Photograph, 2024, (Plate A-3).

North Central Texas Council of Governments (NCTCOG), 1993, *Diagram of Filter Fabric Inlet Protection*.

National Resources Conservation Service (NRCS), Soil Data Map (Plate A-4).

Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at the following link: <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>.

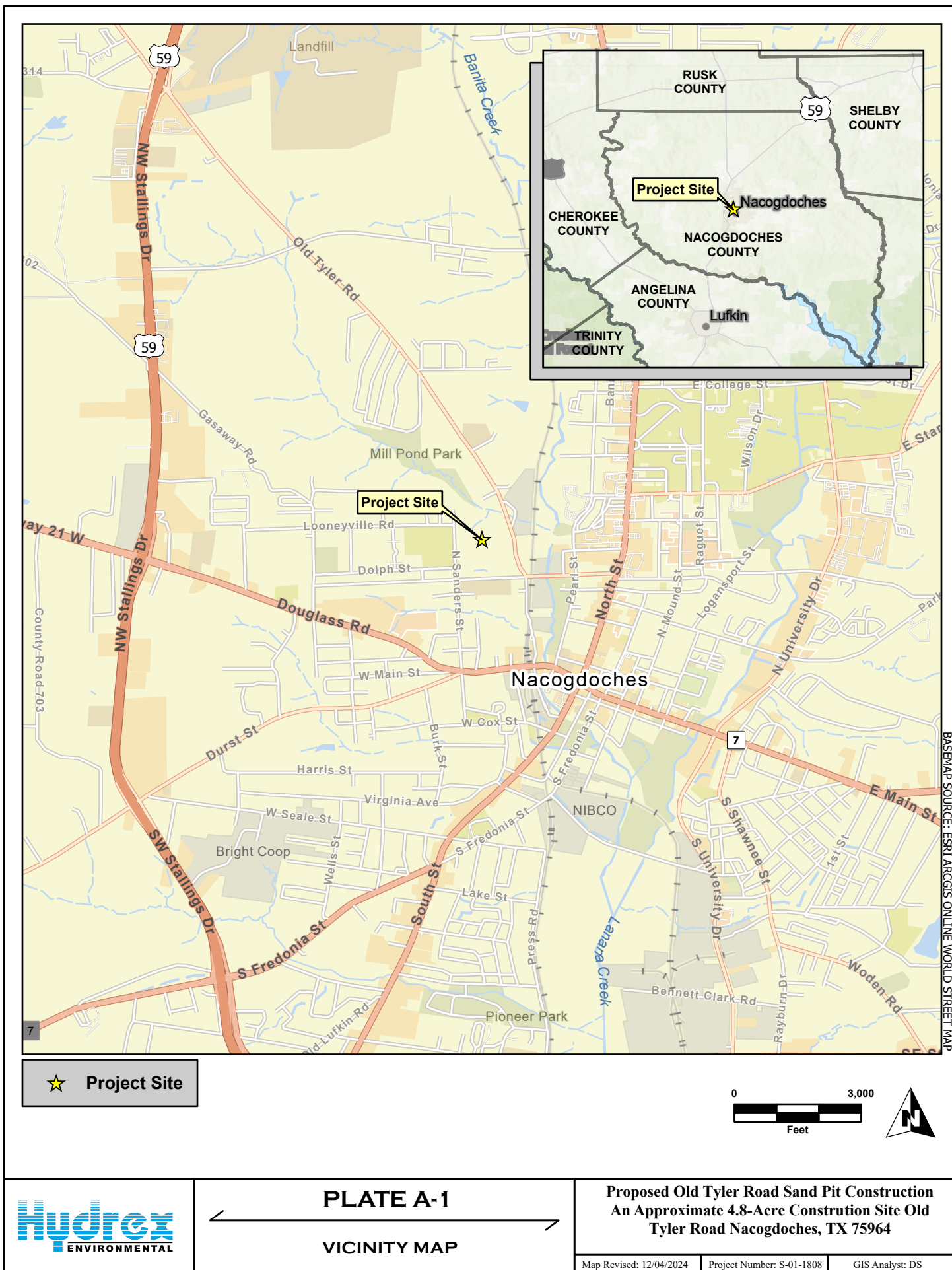
State of California, 2003, *Typical Design Details for Temporary Concrete Wash Out Facilities*, California Stormwater Best Management Practices Handbook.

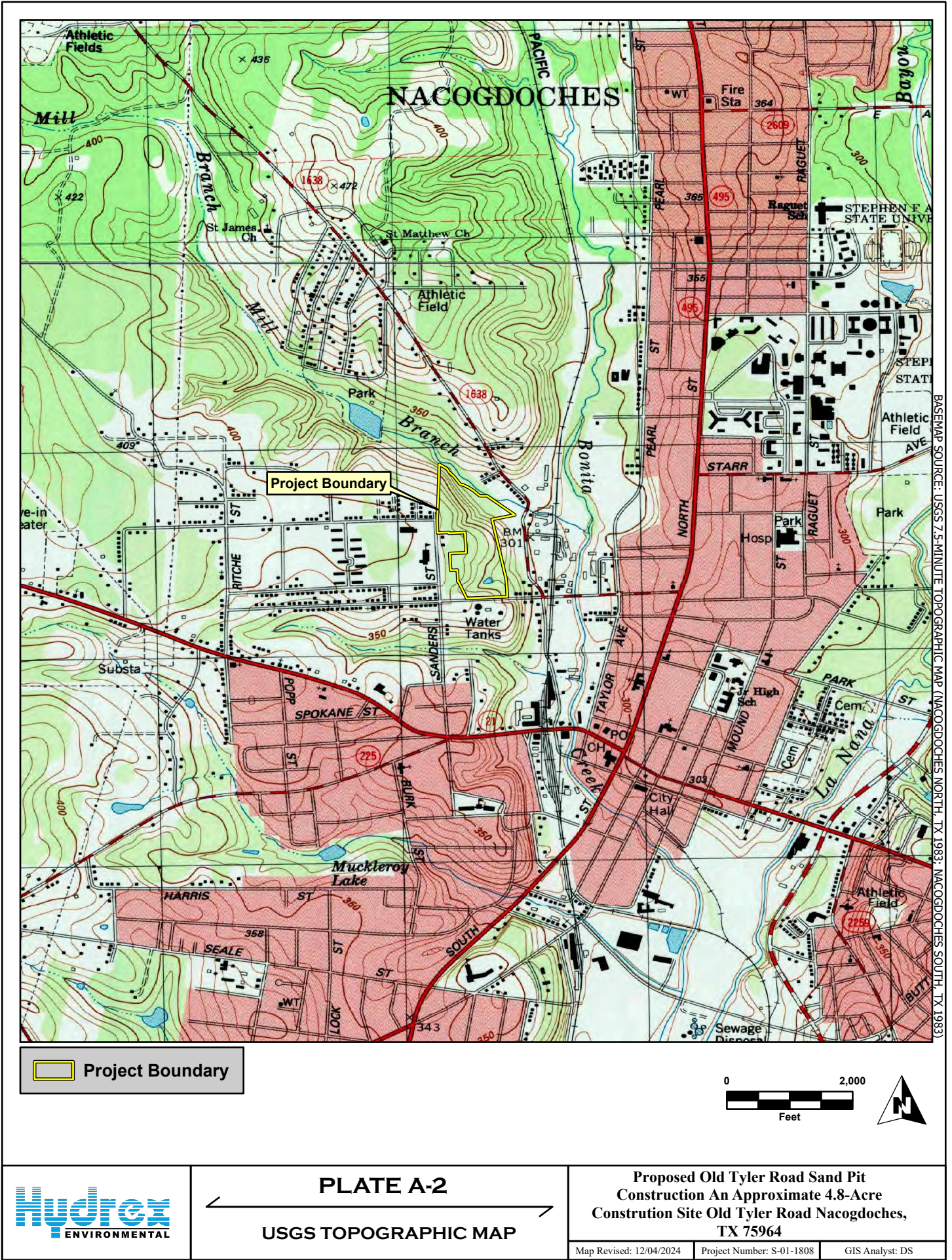
Texas Commission on Environmental Quality, 2023, Texas Pollutant Discharge Elimination System, *General Permit Number TXR150000, Relating to Stormwater Discharges Associated with Construction Activities*.

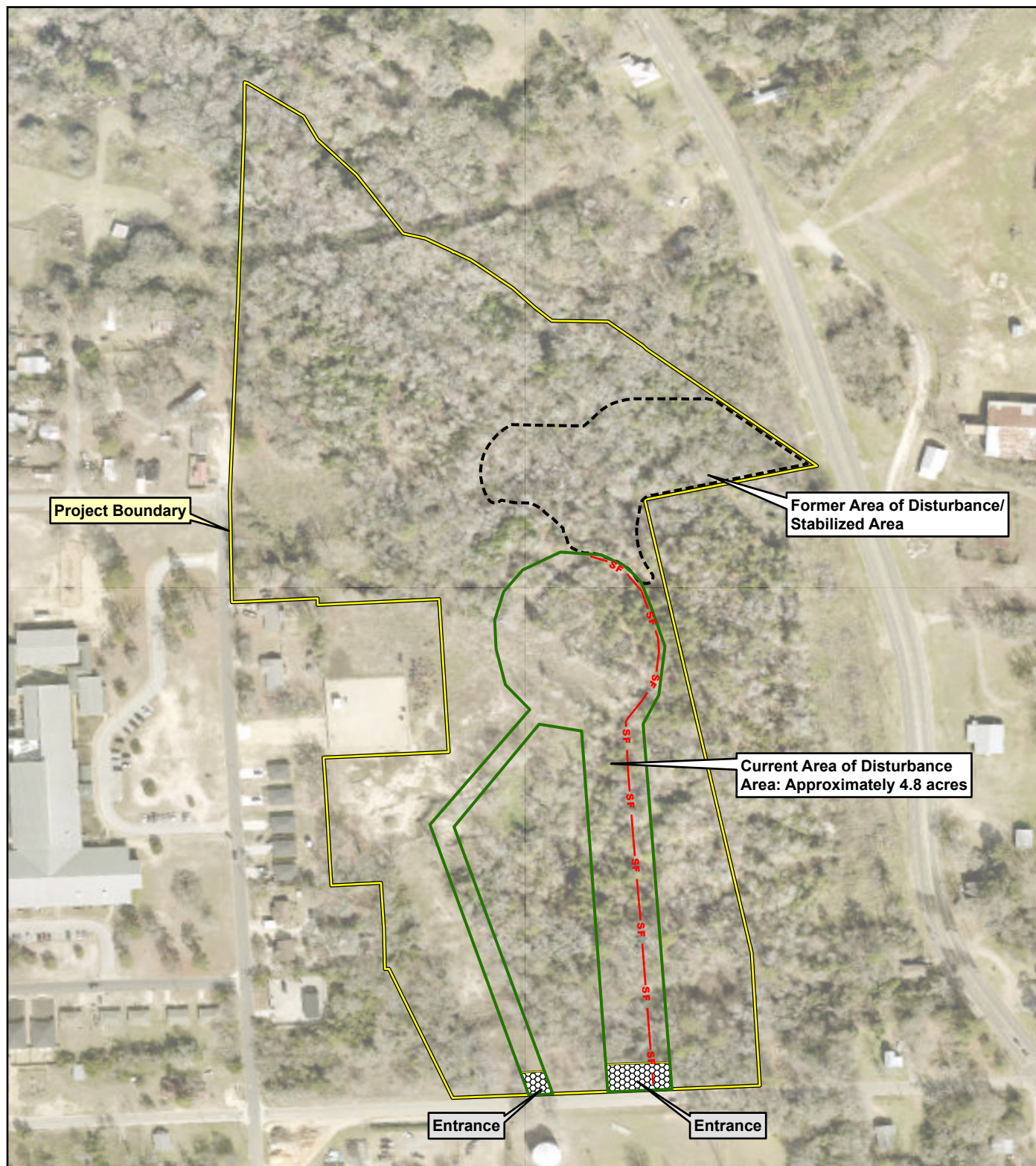
United States Geological Survey, 7-1/2 Minute Topographic Quadrangle Map, Nacogdoches North, Texas 1983 Sheet and Nacogdoches South, Texas 1983 (Plate A-2).

Appendix A

Plates







- | | |
|------------------|--|
| Silt Fence | Former Area of Disturbance/Stabilized Area |
| Project Boundary | Current Area of Disturbance |
| Entrance | |



PLATE A-3

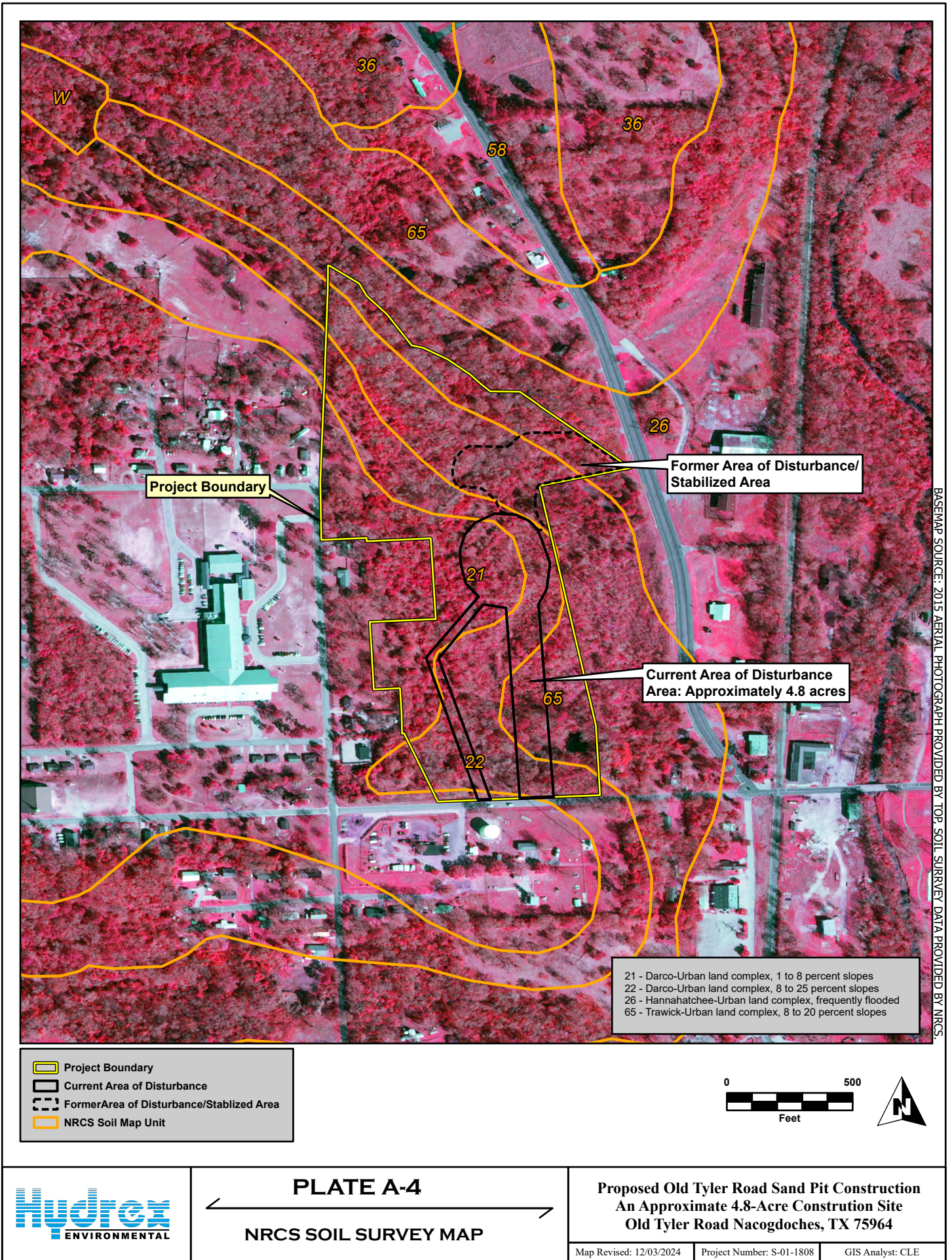
← 2024 AERIAL PHOTOGRAPH →

Proposed Old Tyler Road Sand Pit Construction
An Approximate 4.8-Acre Construction Site
Old Tyler Road Nacogdoches, TX 75964

Map Revised: 12/03/2024

Project Number: S-01-1808

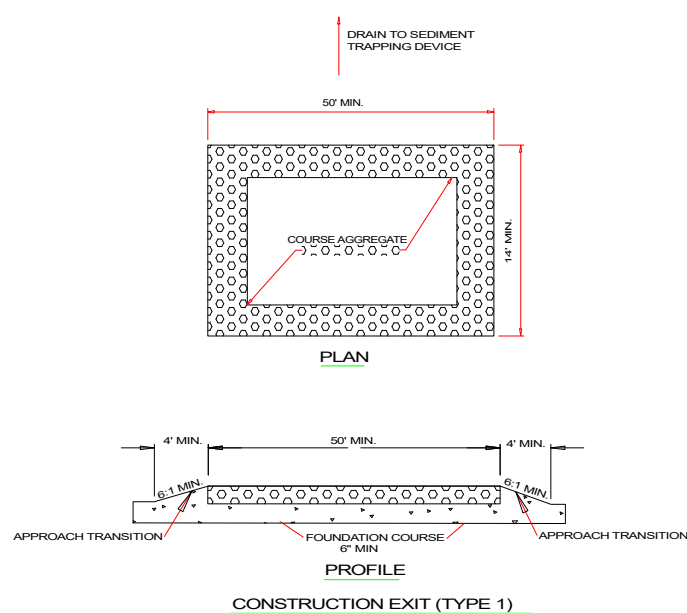
GIS Analyst: CLE



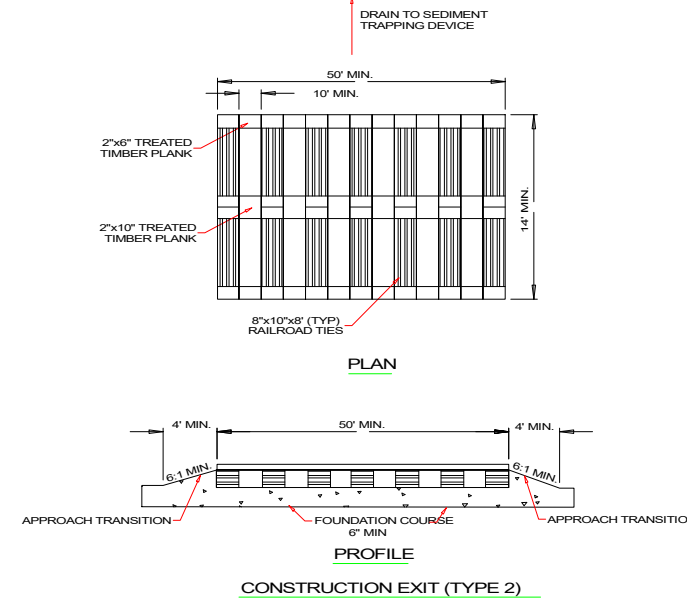
BASEMAP SOURCE: 2015 AERIAL PHOTOGRAPH PROVIDED BY TOP. SOIL SURVEY DATA PROVIDED BY NRCS.

Appendix B

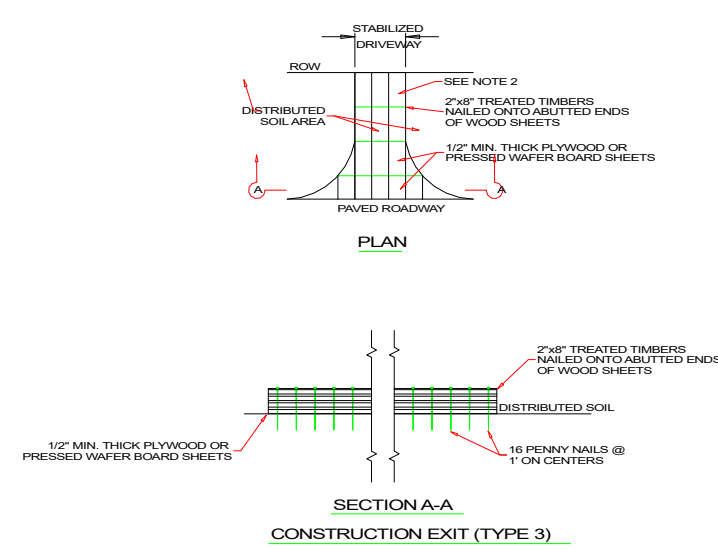
Stormwater Controls



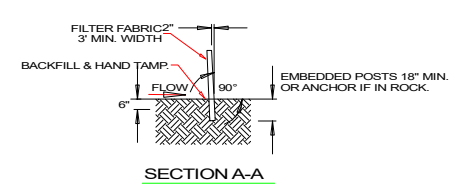
- GENERAL NOTES**
1. THE LENGTH OF THE TYPE 1 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 50'.
 2. THE COARSE AGGREGATE SHOULD BE OPEN GRADED WITH A SIZE 4" TO 8".
 3. THE APPROACH TRANSITIONS SHOULD BE NO STEEPER THAN 6:1 AND CONSTRUCTED AS DIRECTED BY THE ENGINEER.
 4. THE CONSTRUCTION EXIT FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
 5. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
 6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



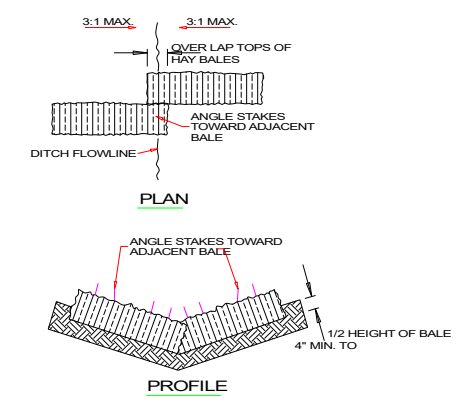
- GENERAL NOTES**
1. THE LENGTH OF THE TYPE 2 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 50'.
 2. THE TREATED TIMBER PLANKS SHALL BE ATTACHED TO THE RAILROAD TIES WITH 1/2"x6" MIN. 100 BOLTS. OTHER FASTENERS MAY BE USED AS APPROVED BY THE ENGINEER.
 3. THE TREATED TIMBER PLANKS SHALL BE #2 GRADE MIN., AND SHOULD BE FREE FROM LARGE AND LOOSE KNOTS.
 4. THE APPROACH TRANSITIONS SHALL BE NO STEEPER THAN 6:1 AND CONSTRUCTED AS DIRECTED BY THE ENGINEER.
 5. THE CONSTRUCTION EXIT FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
 6. THE CONSTRUCTION EXIT SHOULD BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
 7. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



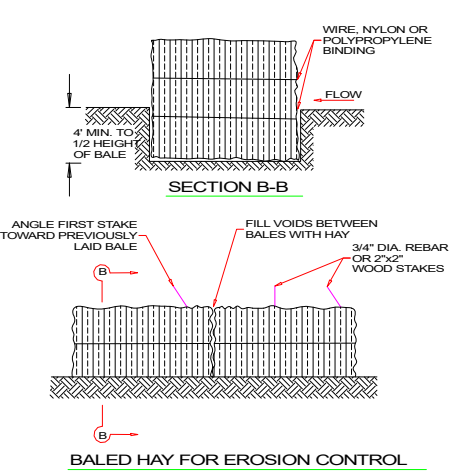
- GENERAL NOTES**
1. THE LENGTH OF THE TYPE 3 CONSTRUCTION EXIT SHALL BE AS SHOWN ON THE PLANS, OR AS DIRECTED BY THE ENGINEER.
 2. THE TYPE 3 CONSTRUCTION EXIT MAY BE CONSTRUCTED FROM OPEN GRADED CRUSHED STONE WITH A SIZE OF TWO TO FOUR INCHES SPREAD A MIN. OF 4" THICK TO THE LIMITS SHOWN ON THE PLANS.
 3. THE TREATED TIMBER PLANKS SHALL BE #2 GRADE MIN., AND SHOULD BE FREE FROM LARGE AND LOOSE KNOTS.
 4. THE GUIDELINES SHOWN HEREON ARE SUGGESTION ONLY AND MY BE MODIFIED BY THE ENGINEER.



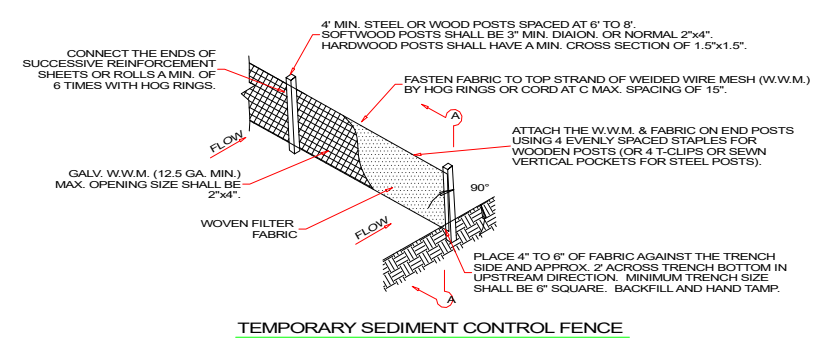
- SEDIMENT CONTROL FENCE USAGE GUIDELINES**
- A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2 YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.
- SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT². SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN 2 ACRES.
- GENERAL NOTES**
1. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



- BALED HAY USAGE GUIDELINES**
- A BALED HAY INSTALLATION MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISRUPTED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A TWO YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED. THE INSTALLATION SHOULD BE SIZED TO FILTER A MAXIMUM FLOW THRU RATE OF 5 GPM/FT² OF CROSS SECTIONAL AREA. BALED HAY MAY BE USED AT THE FOLLOWING LOCATIONS.
1. WHERE THE RUNOFF APPROACHING THE BALED HAY FLOWS OVER DISTURBED SOIL FOR LESS THAN 100'. IF THE SLOPE OF THE DISTURBED SOIL EXCEEDS 10%, THE LENGTH OF SLOPE UPSTREAM THE BALED HAY SHOULD BE LESS THAN 50'.
 2. WHERE THE INSTALLATION WILL BE REQUIRED FOR LESS THAN 3 MONTHS.
 3. WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1/2 ACRE.
- FOR BALED HAY INSTALLATIONS IN SMALL DITCHES, THE ADDITIONAL FOLLOWING CONSIDERATIONS APPLY:
1. THE DITCH SIDESLOPES SHOULD BE GRADED AS FLAT AS POSSIBLE TO MAXIMIZE THE DRAINAGE FLOWRATE THRU THE HAY.
 2. THE DITCH SHOULD BE GRADED LARGE ENOUGH TO CONTAIN THE OVERTRAPPING DRAINAGE WHEN SEDIMENT HAS FILLED TO THE TOP OF THE BALED HAY.
- BALES SHOULD BE REPLACED USUALLY EVERY 2 MONTHS OR MORE OFTEN DURING WET WEATHER WHEN LOSS OF STRUCTURAL INTEGRITY IS ACCELERATED.



- GENERAL NOTES**
1. HAY BALES SHALL BE A MINIMUM OF 30" IN LENGTH AND WEIGH A MINIMUM OF 50 LBS.
 2. HAY BALES SHALL BE BOUND BY EITHER WIRE OR NYLON OR POLYPROPYLENE STRING. THE BALES SHALL BE COMPOSED ENTIRELY OF VEGETABLE MATTER.
 3. HAY BALES SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 4" AND WHERE POSSIBLE 1/2 THE HEIGHT OF THE BALE.
 4. HAY BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES. THE BALES SHALL BE PLACED WITH BINDINGS PARALLEL TO THE GROUND.
 5. HAY BALES SHALL BE SECURELY ANCHORED IN PLACE WITH 3/8" DIA. REBAR OR 2"x2" WOOD STAKES, DRIVEN THROUGH THE BALES. THE FIRST STAKE SHALL BE ANGLED TOWARDS THE PREVIOUSLY LAID BALE TO FORCE THE BALES TOGETHER.
 6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.



- GENERAL NOTES**
1. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY IDENTIFYING AND LOCATING ALL UTILITIES WITHIN THE PROJECT AREA, AND FOR PROTECTING, REPAIRING AND REPLACING SUCH LINES, CABLES, PIPES AND APPURTENANCES. THE UTILITIES SHOWN ON THIS DRAWING ARE APPROXIMATE AND MAY NOT REPRESENT THE EXACT LOCATION OR MATERIALS OF EXISTING FACILITIES. NOT ALL UTILITIES THAT EXIST MAY BE REPRESENTED ON THE DRAWING.
 2. NOTIFY THE CITY ENGINEERING DEPT. (936-564-4693) FOR INSPECTION OF DRAINAGE IMPROVEMENTS PRIOR TO COVERING UNDERGROUND IMPROVEMENTS, BEFORE POURING BUILDING SLABS OR MAKING ANY UTILITY TAPS OR CURB CUTS.
 3. THIS IS NOT A BOUNDARY SURVEY.
 4. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING EROSION CONTROL (SILT FENCING) ON ALL DOWNHILL SLOPE AREAS OF THIS SITE.

DROP INLET PROTECTION FOR USE IN PAVED AREAS

BAGGED GRAVEL INLET FILTER

Sandbags filled with pea gravel can be used to construct a sediment barrier around curb and drain inlets. The sandbags should be filled with washed pea gravel and stacked to form a continuous barrier about 1 foot high around the inlets. The bags should be tightly abutted against each other to prevent runoff from flowing between the bags.

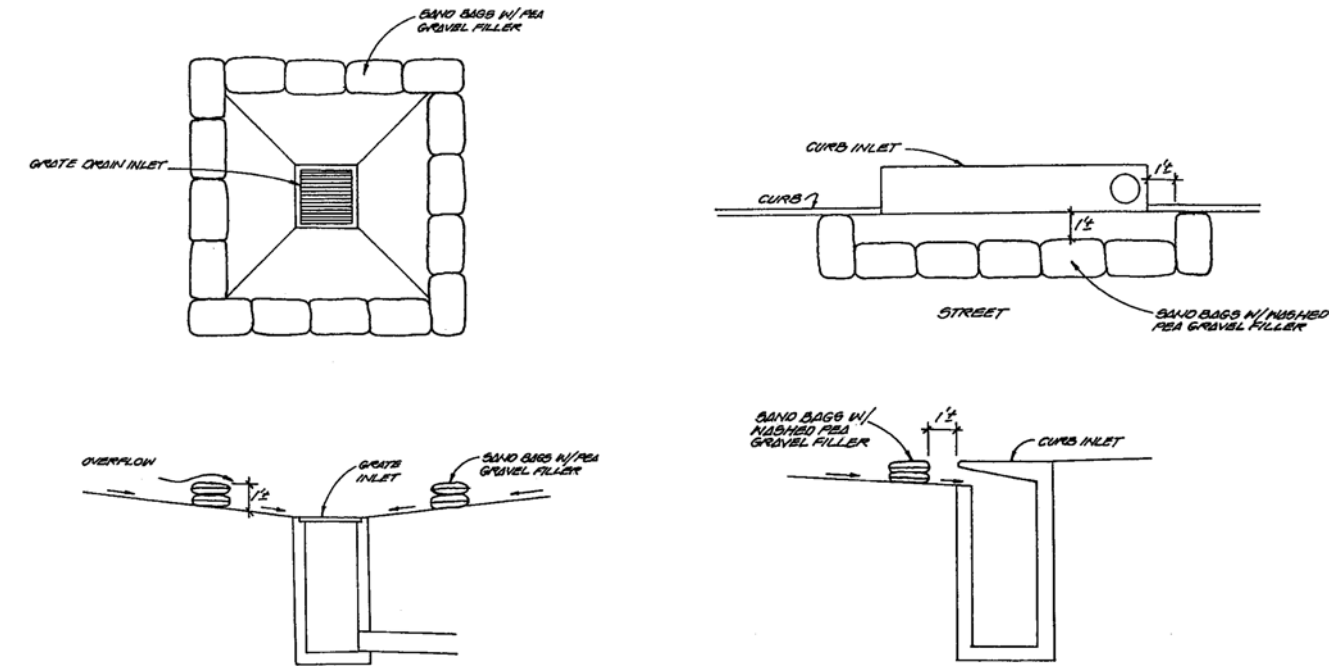


Diagram of Bagged Gravel Grate Inlet Protection (Pape-Dawson)

Diagram of Bagged Gravel Curb Inlet Protection (Pape-Dawson)

BAGGED GRAVEL INLET FILTER (ALTERNATE #1)

Inspection and Maintenance Guidelines

1. Inspection should be at the frequency specified in the Storm Water Pollution Prevention Plan. Repair or replacement should be made promptly as needed by the contractor.
2. Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a manner that it will not erode.
3. Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

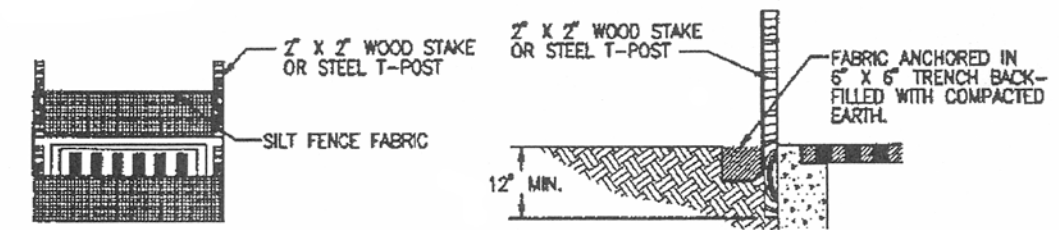
BAGGED GRAVEL INLET FILTER (ALTERNATE #2)

Inspection and Maintenance Guidelines

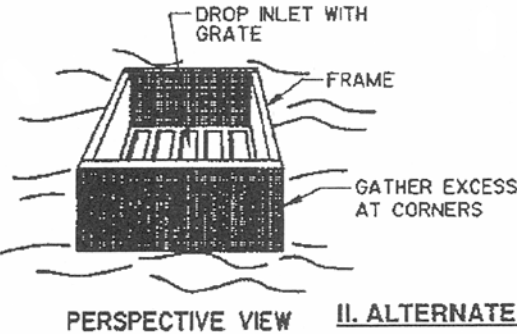
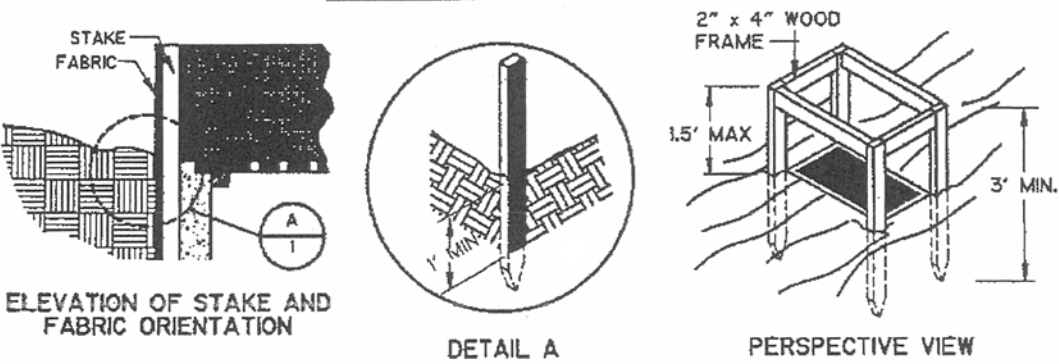
1. Inspection should be at the frequency specified in the Storm Water Pollution Prevention Plan. Repair or replacement should be made promptly as needed by the contractor.
2. Remove sediment when buildup reaches a depth of 3 inches. Removed sediment should be deposited in a suitable area and in such a manner that it will not erode.
3. Check placement of device to prevent gaps between device and curb.
4. Structures should be removed and the area stabilized only after the remaining drainage area has been properly stabilized.

DROP INLET PROTECTION FOR USE IN UNPAVED AREAS

SILT FENCE DROP INLET PROTECTION



I. STANDARD INSTALLATION



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPE NO GREATER THAN 5%) WHERE THE INLET SHEET OR OVERLAND FLOWS (NOT TO EXCEED 1 C.F.S.) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREETS OR HIGHWAY MEDIANS.

II. ALTERNATE INSTALLATION

FILTER FABRIC PROTECTION

N.T.S.

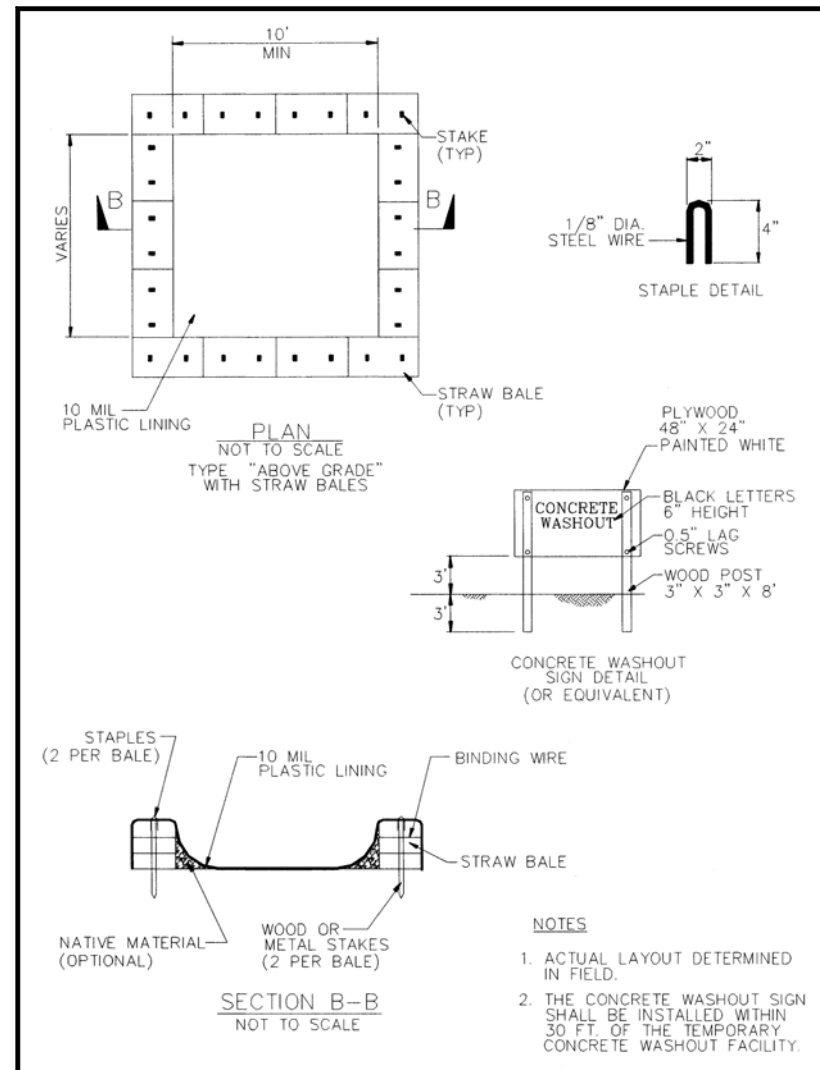
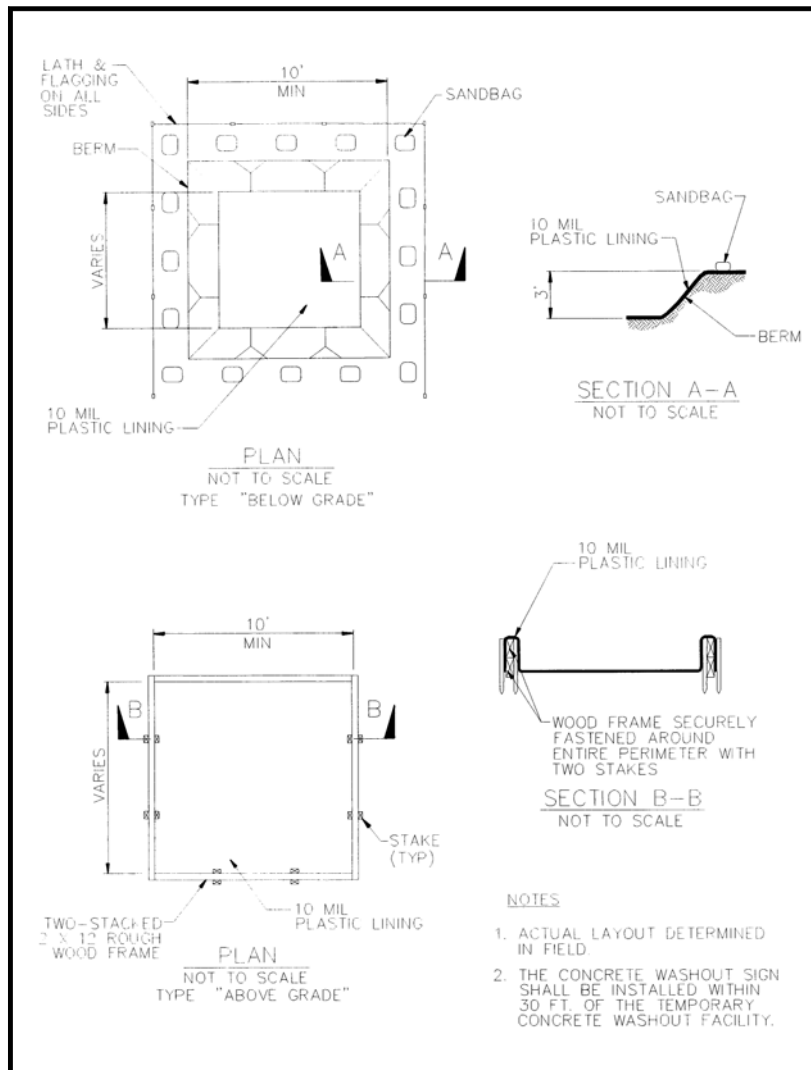
Diagram of Filter Fabric Inlet Protection (NCTCOG, 1993)

SILT FENCE DROP INLET PROTECTION

General Usage Guidelines

1. Silt fence should conform to the specifications listed for Sediment Control Fencing on Plate B-1.
2. The silt fence should be cut to fit from a continuous roll to avoid joints.
3. For stakes, use 2 x 4-inch wood or equivalent metal with a minimum length of 3 feet.
4. Space stakes evenly around the perimeter of the inlet a maximum of 3 feet apart, and securely drive them into the ground, approximately 18 inches deep.
5. To provide needed stability to the installation, a frame with 2 x 4-inch wood strips around the crest of the overflow area at a minimum of 1 1/2 feet above the drop inlet crest may be provided.
6. Place the bottom 12 inches of the fabric in a trench and backfill the trench with 12 inches of compacted soil.
7. Fasten fabric securely by staples or wire to the stakes and frame. Joints must be overlapped to the next stake.
8. It may be necessary to build a temporary dike on the down slope side of the structure to prevent bypass flow. If the drop inlet is above the finished grade, the grate may be completely covered with filter fabric (silt fence). The fabric should be securely attached to the entire perimeter of the inlet using 1 x 2-inch wood strips and appropriate fasteners.

* MODIFIED FROM NCTCOG, DIAGRAM OF FILTER FABRIC INLET PROTECTION, 1993



TAKEN FROM 2003 CALIFORNIA STORM WATER BMP HANDBOOK

Appendix C

Record of Construction Schedule Activities

Record of Disturbance/Stabilization Activities

(To be completed by the Operator during construction)

Description and Location of: Major Disturbance Activity or Erosion, Sediment, Stabilization Control Implemented	Date Activity/Control Initiated	Date Activity/Control Ceased

Record of Disturbance/Stabilization Activities

(continued)

Description and Location of: Major Disturbance Activity or Erosion, Sediment, Stabilization Control Implemented	Date Activity/Control Initiated	Date Activity/Control Ceased

Appendix D

Inspection Forms for Stormwater Controls

Stormwater Construction Site Inspection Report

General Information			
Project Name	Old Tyler Road Sand Pit Construction Project		
Location	Old Tyler Road Nacogdoches, TX		
Date of Inspection		Time	
Inspector's Name(s)			
Inspector's Title(s)			
Inspector's Contact Information			
Inspector's Qualifications			
Describe present phase of construction			
Type of Inspection: ☐ Regular ☐ Pre-storm event ☐ During storm event ☐ Post-storm event			
Weather Information			
Has there been a storm event since the last inspection? ☐ Yes ☐ No If yes, provide: Storm Start Date & Time: Storm Duration (hrs): Approximate Amount of Precipitation (in):			
Weather at time of this inspection? ☐ Clear ☐ Cloudy ☐ Rain ☐ Sleet ☐ Fog ☐ Snowing ☐ High Winds ☐ Other: Temperature:			
Have any discharges occurred since the last inspection? ☐ Yes ☐ No If yes, describe:			
Are there any discharges at the time of inspection? ☐ Yes ☐ No If yes, describe:			

Inspection of BMPs

	BMP	BMP Installed?	BMP Maintenance Required?	Corrective Action Needed and Notes
1	Entrance/Exit	☐ Yes ☐ No	☐ Yes ☐ No	
2	Sediment Control Fence	☐ Yes ☐ No	☐ Yes ☐ No	
3	Inlet Protection	☐ Yes ☐ No	☐ Yes ☐ No	

	BMP	BMP Installed?	BMP Maintenance Required?	Corrective Action Needed and Notes
4	Swales	☐ Yes ☐ No	☐ Yes ☐ No	
5	Rock Check Dams	☐ Yes ☐ No	☐ Yes ☐ No	
6	Soil Stabilization	☐ Yes ☐ No	☐ Yes ☐ No	
7	Retaining Walls	☐ Yes ☐ No	☐ Yes ☐ No	
8	Rock Rubble and Rip Rap at Discharge Outlets	☐ Yes ☐ No	☐ Yes ☐ No	
9		☐ Yes ☐ No	☐ Yes ☐ No	
10		☐ Yes ☐ No	☐ Yes ☐ No	
11		☐ Yes ☐ No	☐ Yes ☐ No	
12		☐ Yes ☐ No	☐ Yes ☐ No	
13		☐ Yes ☐ No	☐ Yes ☐ No	
14		☐ Yes ☐ No	☐ Yes ☐ No	

Overall Site Issues

	BMP/Good Housekeeping activity	Implemented?	Maintenance Required?	Corrective Action Needed and Notes
1	Are all slopes and disturbed areas not actively being worked properly stabilized?	☐ Yes ☐ No	☐ Yes ☐ No	

	BMP/Good Housekeeping activity	Implemented?	Maintenance Required?	Corrective Action Needed and Notes
2	Are natural resource areas (e.g., streams, wetlands, mature trees, etc.) protected with barriers or similar BMPs?	☐ Yes ☐ No	☐ Yes ☐ No	
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	☐ Yes ☐ No	☐ Yes ☐ No	
4	Are discharge points and receiving waters free of any sediment deposits?	☐ Yes ☐ No	☐ Yes ☐ No	
5	Are storm drain inlets properly protected?	☐ Yes ☐ No	☐ Yes ☐ No	
6	Is the construction exit preventing sediment from being tracked into the street?	☐ Yes ☐ No	☐ Yes ☐ No	
7	Is trash/litter from work areas collected and placed in covered dumpsters?	☐ Yes ☐ No	☐ Yes ☐ No	
8	Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	☐ Yes ☐ No	☐ Yes ☐ No	
9	Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	☐ Yes ☐ No	☐ Yes ☐ No	
10	Are materials that are potential stormwater contaminants stored inside or under cover?	☐ Yes ☐ No	☐ Yes ☐ No	
11	Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	☐ Yes ☐ No	☐ Yes ☐ No	

	BMP/Good Housekeeping activity	Implemented?	Maintenance Required?	Corrective Action Needed and Notes
12	(Other)	☐ Yes ☐ No	☐ Yes ☐ No	

Non-Compliance

Describe any incidents of non-compliance not described above:

CERTIFICATION STATEMENT

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Print name and title: _____

Signature: _____ **Date:** _____

QUALIFICATIONS OF THE INSPECTOR(S)

Inspectors must be knowledgeable of the following items:

- 1) Knowledgeable of the facility's SWP3,
- 2) Knowledgeable of the TPDES Permit (Appendix E), and
- 3) Knowledgeable of construction methods, erosion controls, BMPs and pollution prevention control measures developed for this site.

Inspector's Name:

Inspector's Name:

Inspector's Name:

Appendix E

Texas Pollutant Discharge Elimination System (TPDES)

General Permit No. TXR150000

Texas Commission on Environmental Quality

P.O. Box 13087, Austin, Texas 78711-3087



GENERAL PERMIT TO DISCHARGE UNDER THE

TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM

under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

This permit supersedes and replaces
TPDES General Permit No. TXR150000,
effective March 5, 2018, and amended January 28, 2022

Construction sites that discharge stormwater associated with construction activity located in the state of Texas may discharge to surface water in the state only according to monitoring requirements and other conditions set forth in this general permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ or Commission), the laws of the State of Texas, and other orders of the Commission of the TCEQ. The issuance of this general permit does not grant to the permittee the right to use private or public property for conveyance of stormwater and certain non-stormwater discharges along the discharge route. This includes property belonging to but not limited to any individual, partnership, corporation or other entity. Neither does this general 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 general permit and the authorization contained herein shall expire at midnight, on March 5, 2028.

EFFECTIVE DATE: March 5, 2023

ISSUED DATE: February 27, 2023

For the Commission

Construction General Permit

TPDES General Permit No. TXR150000

TPDES GENERAL PERMIT NUMBER TXR150000 RELATING TO STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES

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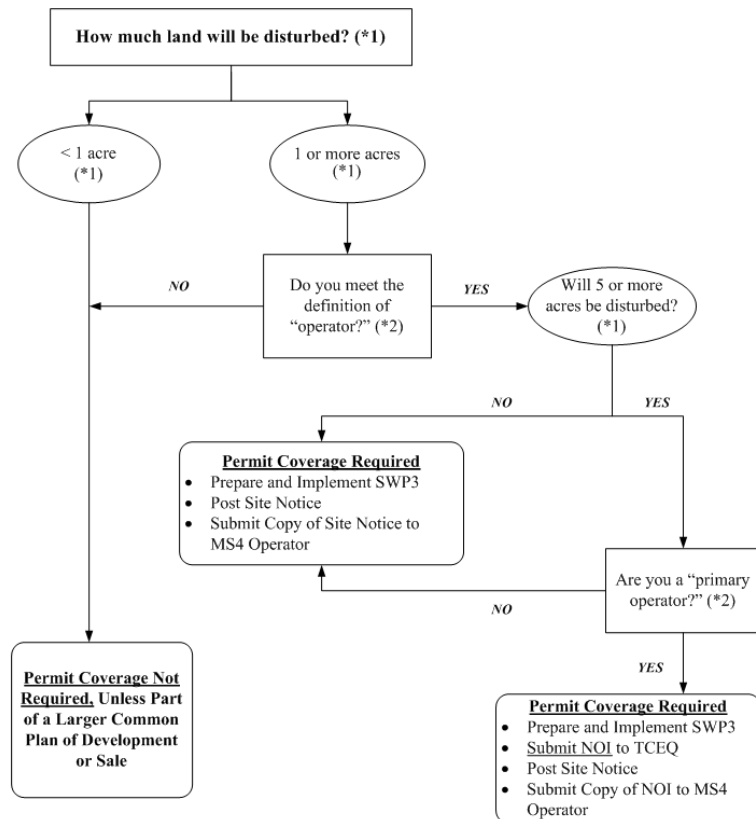
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Part I. Flow Chart and Definitions**Section A. Flow Chart to Determine Whether Coverage is Required**

When calculating the acreage of land area disturbed, include the disturbed land-area of all construction and construction support activities.



(*1) To determine the size of the construction project, use the size of the entire area to be disturbed, and include the size of the larger common plan of development or sale, if the project is part of a larger project (refer to Part I.B., "Definitions," for an explanation of "common plan of development or sale").

(*2) Refer to the definitions for "operator," "primary operator," and "secondary operator" in Part I., Section B. of this permit.

Section B. Definitions

Arid Areas – Areas with an average annual rainfall of zero (0) to ten (10) inches.

Best Management Practices (BMPs) – Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.

Commencement of Construction – The initial disturbance of soils associated with clearing, grading, or excavation activities, as well as other construction-related activities (e.g., demolition; grubbing; stockpiling of fill material; placement of raw materials at the site).

Common Plan of Development – A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development (also known as a "common plan of development or sale") is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities. A common plan of development does not necessarily include all construction projects within the jurisdiction of a public entity (e.g., a city or university). Construction of roads or buildings in different parts of the jurisdiction would be considered separate "common plans," with only the interconnected parts of a project being considered part of a "common plan" (e.g., a building and its associated parking lot and driveways, airport runway and associated taxiways, a building complex, etc.). Where discrete construction projects occur within a larger common plan of development or sale but are located one quarter (¼) mile or more apart, and the area between the projects is not being disturbed, each individual project can be treated as a separate plan of development or sale, provided that any interconnecting road, pipeline or utility project that is part of the same "common plan" is not included in the area to be disturbed.

Construction Activity – Includes soil disturbance activities, including clearing, grading, excavating, construction-related activity (e.g., stockpiling of fill material, demolition), and construction support activity. This does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing rights-of-way, and similar maintenance activities). Regulated construction activity is defined in terms of small and large construction activity.

Construction Support Activity – A construction-related activity that specifically supports construction activity, which can involve earth disturbance or pollutant-generating activities of its own, and can include, but are not limited to, activities associated with concrete or asphalt batch plants, rock crushers, equipment staging or storage areas, chemical storage areas, material storage areas, material borrow areas, and excavated material disposal areas. Construction support activity must only directly support the construction activity authorized under this general permit.

Dewatering – The act of draining accumulated stormwater or groundwater from building foundations, vaults, trenches, and other similar points of accumulation.

Discharge – For the purposes of this permit, the drainage, release, or disposal of pollutants in stormwater and certain non-stormwater from areas where soil disturbing activities (e.g., clearing, grading, excavation, stockpiling of fill material, and demolition), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck wash out, fueling), or other industrial stormwater directly related to the construction process (e.g., concrete or asphalt batch plants) are located.

Drought-Stricken Area – For the purposes of this permit, an area in which the National Oceanic and Atmospheric Administration's U.S. Seasonal Drought Outlook indicates for the period during which the construction will occur that any of the following conditions are likely: (1) "Drought to persist or intensify", (2) "Drought ongoing, some improvement", (3) "Drought likely to improve, impacts ease", or (4) "Drought development likely". See http://www.cpc.ncep.noaa.gov/products/expert_assessment/seasonal_drought.html.

Edwards Aquifer – As defined under Texas Administrative Code (TAC) § 213.3 of this title (relating to the Edwards Aquifer), that portion of an arcuate belt of porous, water-bearing, predominantly carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone trending from west to east to northeast in Kinney, Uvalde, Medina, Bexar, Comal, Hays, Travis, and Williamson Counties; and composed of the Salmon Peak Limestone, McKnight Formation, West Nueces Formation, Devil's River Limestone, Person Formation, Kainer Formation, Edwards Formation, and Georgetown Formation. The permeable aquifer units generally overlie the less-permeable Glen Rose Formation to the south, overlie the less-permeable Comanche Peak and Walnut Formations north of the Colorado River, and underlie the less-permeable Del Rio Clay regionally.

Edwards Aquifer Recharge Zone – Generally, that area where the stratigraphic units constituting the Edwards Aquifer crop out, including the outcrops of other geologic formations in proximity to the Edwards Aquifer, where caves, sinkholes, faults, fractures, or other permeable features would create a potential for recharge of surface waters into the Edwards Aquifer. The recharge zone is identified as that area designated as such on official maps located in the offices of the Texas Commission on Environmental Quality (TCEQ) and the appropriate regional office. The Edwards Aquifer Map Viewer, located at <https://www.tceq.texas.gov/gis/edwards-viewer.html>

Edwards Aquifer Contributing Zone – The area or watershed where runoff from precipitation flows downgradient to the recharge zone of the Edwards Aquifer. The contributing zone is located upstream (upgradient) and generally north and northwest of the recharge zone for the following counties: all areas within Kinney County, except the area within the watershed draining to Segment No. 2304 of the Rio Grande Basin; all areas within Uvalde, Medina, Bexar, and Comal Counties; all areas within Hays and Travis Counties, except the area within the watersheds draining to the Colorado River above a point 1.3 miles upstream from Tom Miller Dam, Lake Austin at the confluence of Barrow Brook Cove, Segment No. 1403 of the Colorado River Basin; and all areas within Williamson County, except the area within the watersheds draining to the Lampasas River above the dam at Stillhouse Hollow reservoir, Segment No. 1216 of the Brazos River Basin. The contributing zone is illustrated on the Edwards Aquifer map viewer at <https://www.tceq.texas.gov/gis/edwards-viewer.html>

Effluent Limitations Guideline (ELG) – Defined in 40 Code of Federal Regulations (CFR) § 122.2 as a regulation published by the Administrator under § 304(b) of the Clean Water Act (CWA) to adopt or revise effluent limitations.

Facility or Activity – For the purpose of this permit, referring to a construction site, the location of construction activity, or a construction support activity that is regulated under this general permit, including all contiguous land and fixtures (for example, ponds and materials stockpiles), structures, or appurtenances used at a construction site or industrial site.

Final Stabilization – A construction site status where any of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (that is, evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, or gabions) have been employed.
- (b) For individual lots in a residential construction site by either:
 - (1) the homebuilder completing final stabilization as specified in condition (a) above; or
 - (2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization. If temporary stabilization is not feasible, then the homebuilder may fulfill this requirement by retaining perimeter controls or BMPs, and informing the homeowner of the need for removal of temporary controls and the establishment of final stabilization. Fulfillment of this requirement must be documented in the homebuilder's stormwater pollution prevention plan (SWP3).
- (c) For construction activities on land used for agricultural purposes (such as pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface water and areas that are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.
- (d) In arid, semi-arid, and drought-stricken areas only, all soil disturbing activities at the site have been completed and both of the following criteria have been met:
 - (1) temporary erosion control measures (for example, degradable rolled erosion control product) are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years without active maintenance by the operator, and
 - (2) the temporary erosion control measures are selected, designed, and installed to achieve 70% of the native background vegetative coverage within three years.

High-Level Radioactive Waste – Meaning as assigned by 42 United States Code (U.S.C.) Section 10101 (12) and includes spent nuclear fuel as defined by 42 U.S.C. Section 10101 (23).

Hyperchlorination of Waterlines – Treatment of potable water lines or tanks with chlorine for disinfection purposes, typically following repair or partial replacement of the waterline or tank, and subsequently flushing the contents.

Impaired Water – A surface water body that is identified as impaired on the latest approved CWA § 303(d) List or waters with an EPA-approved or established total maximum daily load (TMDL) that are found on the latest EPA approved *Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)*, which lists the category 4 and 5 water bodies.

Indian Country Land – (1) All land within the limits of any Indian reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation; (2) all dependent Indian communities with the borders of the United States whether within the originally or subsequently acquired territory thereof, and whether within or without the limits of a state; and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same. (40 CFR § 122.2)

Indian Tribe – Any Indian Tribe, band, group, or community recognized by the Secretary of the Interior and exercising governmental authority over a Federal Indian Reservation (40 CFR § 122.2).

Infeasible – Not technologically possible, or not economically practicable and achievable in light of best industry practices. (40 CFR § 450.11(b)).

Large Construction Activity – Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than five (5) acres of land. Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (for example, the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities).

Linear Project – Includes the construction of roads, bridges, conduits, substructures, pipelines, sewer lines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities in a long, narrow area.

Low Rainfall Erosivity Waiver (LREW) – A written submission to the executive director from an operator of a construction site that is considered as small construction activity under the permit, which qualifies for a waiver from the requirements for small construction activities, only during the period of time when the calculated rainfall erosivity factor is less than five (5).

Minimize – To reduce or eliminate to the extent achievable using stormwater controls that are technologically available and economically practicable and achievable in light of best industry practices.

Municipal Separate Storm Sewer System (MS4) – A separate storm sewer system owned or operated by the United States, a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to surface water in the state.

Notice of Change (NOC) – Written notification to the executive director from a discharger authorized under this permit, providing changes to information that was previously provided to the agency in a notice of intent form.

Notice of Intent (NOI) – A written submission to the executive director from an applicant requesting coverage under this general permit.

Notice of Termination (NOT) – A written submission to the executive director from a discharger authorized under this general permit requesting termination of coverage.

Operator – The person or persons associated with a large or small construction activity that is either a primary or secondary operator as defined below:

Primary Operator – The person or persons associated with construction activity that meets either of the following two criteria:

- (a) the person or persons have on-site operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or

- (b) the person or persons have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a Stormwater Pollution Prevention Plan (SWP3) for the site or other permit conditions (for example, they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

Secondary Operator – The person or entity, often the property owner, whose operational control is limited to:

- (a) the employment of other operators, such as a general contractor, to perform or supervise construction activities; or
- (b) the ability to approve or disapprove changes to construction plans and specifications, but who does not have day-to-day on-site operational control over construction activities at the site.

Secondary operators must either prepare their own SWP3 or participate in a shared SWP3 that covers the areas of the construction site, where they have control over the construction plans and specifications.

If there is not a primary operator at the construction site, then the secondary operator is defined as the primary operator and must comply with the requirements for primary operators.

Outfall – For the purpose of this permit, a point source at the point where stormwater runoff associated with construction activity discharges to surface water in the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other water of the U.S. and are used to convey waters of the U.S.

Permittee – An operator authorized under this general permit. The authorization may be gained through submission of a notice of intent, by waiver, or by meeting the requirements for automatic coverage to discharge stormwater runoff and certain non-stormwater discharges from construction activity.

Point Source – Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are, or may be, discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff (40 CFR § 122.2).

Pollutant – Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any surface water in the state. The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland. For the purpose of this permit, the term "pollutant" includes sediment.

Pollution – The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose (Texas Water Code (TWC) § 26.001(14)).

Rainfall Erosivity Factor (R factor) – The total annual erosive potential that is due to climatic effects, and is part of the Revised Universal Soil Loss Equation (RUSLE).

Receiving Water – A “Water of the United States” as defined in 40 CFR § 122.2 or a surface water in the state into which the regulated stormwater discharges.

Semi-arid Areas – Areas with an average annual rainfall of 10 to 20 inches.

Separate Storm Sewer System – A conveyance or system of conveyances (including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), designed or used for collecting or conveying stormwater; that is not a combined sewer, and that is not part of a publicly owned treatment works (POTW).

Small Construction Activity – Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (for example, the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities).

Steep Slopes – Where a state, Tribe, local government, or industry technical manual (e.g., stormwater BMP manual) has defined what is to be considered a “steep slope”, this permit’s definition automatically adopts that definition. Where no such definition exists, steep slopes are automatically defined as those that are 15 percent or greater in grade.

Stormwater (or Stormwater Runoff) – Rainfall runoff, snow melt runoff, and surface runoff and drainage.

Stormwater Associated with Construction Activity – Stormwater runoff, as defined above, from a construction activity.

Structural Control (or Practice) – A pollution prevention practice that requires the construction of a device, or the use of a device, to reduce or prevent pollution in stormwater runoff. Structural controls and practices may include but are not limited to: silt fences, earthen dikes, drainage swales, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Surface Water in the State – Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

Temporary Stabilization – A condition where exposed soils or disturbed areas are provided a protective cover or other structural control to prevent the migration of pollutants. Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either permanent stabilization can be achieved or until further construction activities take place.

Thawing Conditions – For the purposes of this permit, thawing conditions are expected based on the historical likelihood of two (2) or more days with daytime temperatures greater than 32 degrees Fahrenheit (°F). This date can be determined by looking at historical weather data.

NOTE: The estimation of thawing conditions is for planning purposes only. During construction, the permittee will be required to conduct site inspections based upon actual conditions (i.e., if thawing conditions occur sooner than expected, the permittee will be required to conduct inspections at the regular frequency).

Total Maximum Daily Load (TMDL) – The total amount of a pollutant that a water body can assimilate and still meet the Texas Surface Water Quality Standards.

Turbidity – A condition of water quality characterized by the presence of suspended solids and/or organic material.

Waters of the United States – Waters of the United States or waters of the U.S. means the term as defined in 40 CFR § 122.2.

Part II. Permit Applicability and Coverage

Section A. Discharges Eligible for Authorization

1. Stormwater Associated with Construction Activity

Discharges of stormwater runoff and certain non-stormwater discharges from small and large construction activities may be authorized under this general permit, except as described in Part II.C. of this permit.

2. Discharges of Stormwater Associated with Construction Support Activities

Discharges of stormwater runoff and certain non-stormwater discharges from construction support activities as defined in Part I.B. of this general permit may be authorized, provided that the following conditions are met:

- the construction support activities are located within one (1) mile from the boundary of the construction site where the construction activity authorized under the permit is being conducted that requires the support of these activities;
- an SWP3 is developed and implemented for the permitted construction site according to the provisions in Part III.F. of this general permit, including appropriate controls and measures to reduce erosion and the discharge of pollutants in stormwater runoff according to the provisions in Part IV. of this general permit;
- the activities are directly related to the construction site;
- the activities are not a commercial operation, nor serve other unrelated construction projects; and
- the activities do not continue to operate beyond the completion of the construction activity at the project it supports.

Construction support activities that operate outside the terms provided in (a) through (e) above must obtain authorization under a separate Texas Pollutant Discharge Elimination System (TPDES) permit, which may include the TPDES Multi-Sector General Permit (MSGP), TXR050000 (related to stormwater discharges associated with industrial activity), an alternative general permit (if available), or an individual water quality permit.

3. Non-Stormwater Discharges

The following non-stormwater discharges from sites authorized under this general permit are also eligible for authorization under this general permit:

- (a) discharges from emergency fire-fighting activities (emergency fire-fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, or similar activities);
 - (b) uncontaminated fire hydrant flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life), which include flushings from systems that utilize potable water, surface water, or groundwater that does not contain additional pollutants (uncontaminated fire hydrant flushings do not include systems utilizing reclaimed wastewater as a source water);
 - (c) water from the routine external washing of vehicles, the external portion of buildings or structures, and pavement, where solvents, detergents, and soaps are not used, where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed; and if local state, or federal regulations are applicable, the materials are removed according to those regulations), and where the purpose is to remove mud, dirt, or dust;
 - (d) uncontaminated water used to control dust;
 - (e) potable water sources, including waterline flushings, but excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life;
 - (f) uncontaminated air conditioning condensate;
 - (g) uncontaminated ground water or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents; and
 - (h) lawn watering and similar irrigation drainage.
4. Other Permitted Discharges
- Any discharge authorized under a separate National Pollutant Discharge Elimination System (NPDES), TPDES, or TCEQ permit may be combined with discharges authorized by this general permit, provided those discharges comply with the associated permit.

Section B. Concrete Truck Wash Out

The wash out of concrete trucks at regulated construction sites must be performed in accordance with the requirements of Part VI of this general permit.

Section C. Limitations on Permit Coverage

1. Post Construction Discharges

Discharges that occur after construction activities have been completed, and after the construction site and any supporting activity site have undergone final stabilization, are not eligible for coverage under this general permit. Discharges originating from the sites are not authorized under this general permit following the submission of the Notice of Termination (NOT) or removal of the appropriate TCEQ site notice, as applicable, for the regulated construction activity.

2. Prohibition of Non-Stormwater Discharges

Except as otherwise provided in Part II.A. of this general permit, only discharges that are composed entirely of stormwater associated with construction activity may be authorized under this general permit.

3. Compliance with Water Quality Standards

Discharges to surface water in the state that would cause, have the reasonable potential to cause, or contribute to a violation of water quality standards or that would fail to protect and maintain existing designated uses of surface water in the state are not eligible for coverage under this general permit. The executive director may require an application for an individual permit or alternative general permit (see Parts II.H.2. and 3.) to authorize discharges to surface water in the state if the executive director determines that any activity will cause, has the reasonable potential to cause, or contribute to a violation of water quality standards or is found to cause, has the reasonable potential to cause, or contribute to, the impairment of a designated use. The executive director may also require an application for an individual permit considering factors described in Part II.H.3. of this general permit.

4. Impaired Receiving Waters and Total Maximum Daily Load (TMDL) Requirements

The permittee shall determine whether the authorized discharge is to an impaired water body on the latest EPA-approved CWA § 303(d) List or waters with an EPA-approved or established TMDL that are found on the latest EPA-approved *Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)*, which lists the category 4 and 5 water bodies.

New sources or new discharges of the pollutants of concern to impaired waters are not authorized by this permit unless otherwise allowable under 30 TAC Chapter 305 and applicable state law. Impaired waters are those that do not meet applicable water quality standard(s) and are listed as category 4 or 5 in the current version of the *Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)*, and waterbodies listed on the CWA § 303(d) List. Pollutants of concern are those for which the water body is listed as impaired.

Discharges of the pollutants of concern to impaired water bodies for which there is a TMDL are not eligible for coverage under this general permit unless they are consistent with the approved TMDL. Permittees must incorporate the conditions and requirements applicable to their discharges into their SWP3, in order to be eligible for coverage under this general permit. For consistency with the construction stormwater-related items in an approved TMDL, the SWP3 must be consistent with any applicable condition, goal, or requirement in the TMDL, TMDL Implementation Plan (I-Plan), or as otherwise directed by the executive director.

5. Discharges to the Edwards Aquifer Recharge or Contributing Zone

Discharges cannot be authorized by this general permit where prohibited by 30 TAC Chapter 213 (relating to Edwards Aquifer). In addition, commencement of construction (see definition for commencement of construction in Part I.B. above) at a site regulated under 30 TAC Chapter 213, may not begin until the appropriate Edwards Aquifer Protection Plan (EAPP) has been approved by the TCEQ's Edwards Aquifer Protection Program.

- (a) For new discharges located within the Edwards Aquifer Recharge Zone, or within that area upstream from the recharge zone and defined as the Contributing Zone (CZ), operators must meet all applicable requirements of, and operate according to, 30 TAC Chapter 213 (Edwards Aquifer Rule) in addition to the provisions and requirements of this general permit.

- (b) For existing discharges located within the Edwards Aquifer Recharge Zone, the requirements of the agency-approved Water Pollution Abatement Plan (WPAP) under the Edwards Aquifer Rule are in addition to the requirements of this general permit. BMPs and maintenance schedules for structural stormwater controls, for example, may be required as a provision of the rule. All applicable requirements of the Edwards Aquifer Rule for reductions of suspended solids in stormwater runoff are in addition to the requirements in this general permit for this pollutant.
- (c) For discharges located within ten (10) stream miles upstream of the Edwards Aquifer recharge zone, applicants shall also submit a copy of the NOI to the appropriate TCEQ regional office.

Counties: Comal, Bexar, Medina, Uvalde, and Kinney

Contact: TCEQ Water Program Manager
San Antonio Regional Office
14250 Judson Road
San Antonio, Texas 78233-4480
(210) 490-3096

Counties: Williamson, Travis, and Hays

Contact: TCEQ Water Program Manager
Austin Regional Office
12100 Park 35 Circle
Room 179, Building A
Austin, Texas 78753
(512) 339-2929

6. Discharges to Specific Watersheds and Water Quality Areas

Discharges otherwise eligible for coverage cannot be authorized by this general permit where prohibited by 30 TAC Chapter 311 (relating to Watershed Protection) for water quality areas and watersheds.

7. Protection of Streams and Watersheds by Other Governmental Entities

This general permit does not limit the authority or ability of federal, other state, or local governmental entities from placing additional or more stringent requirements on construction activities or discharges from construction activities.

8. Indian Country Lands

Stormwater runoff from construction activities occurring on Indian Country lands are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of stormwater require authorization under federal NPDES regulations, authority for these discharges must be obtained from the U.S. Environmental Protection Agency (EPA).

9. Exempt Oil and Gas Activities

The CWA § 402(l)(2) provides that stormwater discharges from construction activities related to oil and gas exploration, production, processing, or treatment, or transmission facilities are exempt from regulation under this permit. The term "oil and gas exploration, production, processing, or treatment operations, or transmission facilities" is defined in 33 U.S.C. Annotated § 1362 (24).

The exemption in CWA § 402(l)(2) *includes* stormwater discharges from construction activities regardless of the amount of disturbed acreage, which are necessary to prepare a site for drilling and the movement and placement of drilling equipment, drilling waste management pits, in field treatment plants, and in field transportation infrastructure (e.g., crude oil pipelines, natural gas treatment plants, and both natural gas transmission pipeline compressor and crude oil pumping stations) necessary for the operation of most producing oil and gas fields. Construction activities are defined in 33 U.S. Code § 1362(24) and interpreted by EPA in the final rule. *See* June 12, 2006 Amendments to the NPDES Regulations for Storm Water Discharges Associated with Oil and Gas Exploration, Production, Processing, or Treatment Operations or Transmission Facilities (71 FR 33628, Part V. Terminology).

The exemption *does not include* stormwater discharges from the construction of administrative buildings, parking lots, and roads servicing an administrative building at an oil and gas site, as these are considered traditional construction activities.

As described in 40 CFR § 122.26(c)(1)(iii) [*regulations prior to 2006*], discharges from oil and gas construction activities are waived from CWA § 402(l)(2) permit coverage *unless* the construction activity (or construction support activity) has had a discharge of stormwater resulting in the discharge of a reportable quantity of oil or hazardous substances or the discharge contributes to a violation of water quality standards.

Exempt oil and gas activities which have lost their exemption as a result of one of the above discharges, must obtain permit coverage under this general permit, an alternative general permit, or a TPDES individual permit prior to the next discharge.

10. Stormwater Discharges from Agricultural Activities

Stormwater discharges from agricultural activities that are not point source discharges of stormwater are not subject to TPDES permit requirements. These activities may include clearing and cultivating ground for crops, construction of fences to contain livestock, construction of stock ponds, and other similar agricultural activities. Discharges of stormwater runoff associated with the construction of facilities that are subject to TPDES regulations, such as the construction of concentrated animal feeding operations, would be point sources regulated under this general permit.

11. Endangered Species Act

Discharges that would adversely affect a listed endangered or threatened aquatic or aquatic-dependent species or its critical habitat are not authorized by this permit, unless the requirements of the Endangered Species Act are satisfied. Federal requirements related to endangered species apply to all TPDES permitted discharges and site-specific controls may be required to ensure that protection of endangered or threatened species is achieved. If a permittee has concerns over potential impacts to listed species, the permittee may contact TCEQ for additional information.

12. Storage of High-Level Radioactive Waste

Discharges of stormwater from construction activities associated with the construction of a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72 are not authorized by this general permit. Texas Health and Safety Code (THSC) § 401.0525 prohibits TCEQ from issuing any TPDES authorizations for the construction or operation of these facilities.

Discharges of stormwater from the construction activities associated with the construction of a facility located at the site of currently or formerly operating nuclear power reactors and currently or formerly operating nuclear research and test reactors operated by a university are not prohibited under THSC § 401.0525 and continue to be regulated under this general permit.

13. Other

Nothing in Part II. of the general permit is intended to negate any person's ability to assert *force majeure* (act of God, war, strike, riot, or other catastrophe) defenses found in 30 TAC § 70.7

Section D. Deadlines for Obtaining Authorization to Discharge

1. Large Construction Activities

- (a) New Construction – Discharges from sites where the commencement of construction activity occurs on or after the effective date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities.
- (b) Ongoing Construction – Operators of large construction activities continuing to operate after the effective date of this permit, and authorized under the TPDES Construction General Permit (CGP) TXR150000 (effective on March 5, 2018, and amended on January 28, 2022), must submit an NOI to renew authorization or an NOI to terminate coverage under this general permit within 90 days of the effective date of this general permit. During this interim or grace period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the issued and amended 2018 TPDES CGP.

2. Small Construction Activities

- (a) New Construction – Discharges from sites where the commencement of construction activity occurs on or after the effective date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities.
- (b) Ongoing Construction – Discharges from ongoing small construction activities that commenced prior to the effective date of this general permit, and that do not meet the conditions to qualify for termination of this permit as described in Part II.F. of this general permit, must meet the requirements to be authorized, either under this general permit or a separate TPDES permit, within 90 days of the effective date of this general permit. During this interim period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the issued and amended 2018 TPDES CGP.

Section E. Obtaining Authorization to Discharge

1. Automatic Authorization for Small Construction Activities with Low Potential for Erosion

Operators of small construction activity, as defined in Part I.B. of this general permit, shall not submit an NOI for coverage, unless otherwise required by the executive director.

Operators of small construction activities, which occur in certain counties and during periods of low potential for erosion that do not meet the conditions of the waiver described in Part II.G. of this general permit, may be automatically authorized under this general permit if all the following conditions are met prior to the commencement of construction.

- (a) The construction activity occurs in a county and during the corresponding date range(s) listed in Appendix A;

- (b) The construction activity is initiated and completed, including either final or temporary stabilization of all disturbed areas, within the time frame identified in Appendix A for the location of the construction site;
- (c) All temporary stabilization is adequately maintained to effectively reduce or prohibit erosion, permanent stabilization activities have been initiated, and a condition of final stabilization is completed no later than 30 days following the end date of the time frame identified in Appendix A for the location of the construction site; the permittee signs a completed TCEQ Small Construction Site Notice for low potential for erosion (Form TCEQ-20964), including the certification statement;
- (d) A signed and certified copy of the TCEQ Small Construction Site Notice for low potential for erosion is posted at the construction site in a location where it is readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction activities, and maintained in that location until final stabilization has been achieved;

NOTE: Posted TCEQ site notices may have a redacted signature as long as there is an original signed and certified TCEQ site notice, with a viewable signature, located on-site and available for review by any applicable regulatory authority.
- (e) A copy of the signed and certified TCEQ Small Construction Site Notice for low potential for erosion is provided to the operator of any MS4 receiving the discharge at least two (2) days prior to commencement of construction activities;
- (f) Discharges of stormwater runoff or other non-stormwater discharges from any supporting concrete batch plant or asphalt batch plant is separately authorized under an individual TPDES permit, another TPDES general permit, or under an individual TCEQ permit where stormwater and non-stormwater is disposed of by evaporation or irrigation (discharges are adjacent to water in the state); and
- (g) Any non-stormwater discharges are either authorized under a separate permit or authorization, are not considered by TCEQ to be a wastewater, or are captured and routed for disposal at a publicly operated treatment works or licensed waste disposal facility.

If all of the conditions in (a) – (h) above are met, then the operator(s) of small construction activities with low potential for erosion are not required to develop a SWP3.

If an operator is conducting small construction activities and any of the above conditions (a) – (h) are not met, the operator cannot declare coverage under the automatic authorization for small construction activities with low potential for erosion and must meet the requirements for automatic authorization (all other) small construction activities, described below in Part II.E.2.

For small construction activities that occur during a period with a low potential for erosion, where automatic authorization under this section is not available, an operator may apply for and obtain a waiver from permitting (Low Rainfall Erosivity Waiver – LREW), as described in Part II.G. of this general permit. Waivers from coverage under the LREW do not allow for any discharges of non-stormwater and the operator must ensure that discharges on non-stormwater are either authorized under a separate permit or authorization.

2. Automatic Authorization for Small Construction Activities

Operators of small construction activities as defined in Part I.B. of this general permit shall not submit an NOI for coverage, unless otherwise required by the executive director.

Operators of small construction activities, as defined in Part I.B. of this general permit or as defined but who do not meet in the conditions and requirements located in Part II.E.1 above, may be automatically authorized for small construction activities, provided that they meet all of the following conditions:

- (a) develop a SWP3 according to the provisions of this general permit, that covers either the entire site or all portions of the site for which the applicant is the operator, and implement the SWP3 prior to commencing construction activities;
- (b) all operators of regulated small construction activities must post a copy of a signed and certified TCEQ Small Construction Site Notice (Form TCEQ-20963), the notice must be posted at the construction site in a location where it is safely and readily available for viewing by the general public, local, state, and federal authorities, at least two (2) days prior to commencing construction activity, and maintain the notice in that location until completion of the construction activity (for linear construction activities, e.g. pipeline or highway, the TCEQ site notice must be placed in a publicly accessible location near where construction is actively underway; notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public; local, state, and federal authorities);
- (c) operators must maintain a posted TCEQ Small Construction Site Notice on the approved TCEQ form at the construction site until final stabilization has been achieved; and

NOTE: Posted TCEQ site notices may have a redacted signature as long as there is an original signed and certified TCEQ Small Construction Site Notice, with a viewable signature, located on-site and available for review by an applicable regulatory authority.

- (d) provide a copy of the signed and certified TCEQ Small Construction Site Notice to the operator of any municipal separate storm sewer system (MS4) receiving the discharge at least two (2) days prior to commencement of construction activities.
- (e) if signatory authority is delegated by an authorized representative, then a Delegation of Signatory form must be submitted as required by 30 TAC § 305.128 (relating to Signatories to Reports). Operators for small construction activities must submit this form via mail following the instructions on the approved TCEQ paper form. A new Delegation of Signatory form must be submitted if the delegation changes to another individual or position.

As described in Part I.B. of this general permit, large construction activities include those that will disturb less than five (5) acres of land, but that are part of a larger common plan of development or sale that will ultimately disturb five (5) or more acres of land and must meet the requirements of Part II.E.3. below.

3. Authorization for Large Construction Activities

Operators of large construction activities that qualify for coverage under this general permit must meet all of the following conditions:

- (a) develop a SWP3 according to the provisions of this general permit that covers either the entire site or all portions of the site where the applicant is the operator. The SWP3 must be developed and implemented prior to obtaining coverage and prior to commencing construction activities;
- (b) primary operators of large construction activities must submit an NOI prior to commencing construction activity at a construction site. A completed NOI must be submitted to TCEQ electronically using the online ePermits system on TCEQ's website.

Operators with an electronic reporting waiver must submit a completed paper NOI to TCEQ at least seven (7) days prior to commencing construction activity to obtain provisional coverage 48-hours from the postmark date for delivery to the TCEQ. An authorization is no longer provisional when the executive director finds the NOI is administratively complete, and an authorization number is issued to the permittee for the construction site indicated on the NOI.

If an additional primary operator is added after the initial NOI is submitted, the additional primary operator must meet the same requirements for existing primary operator(s), as indicated above.

If the primary operator changes due to responsibility at the site being transferred from one primary operator to another after the initial NOI is submitted, the new primary operator must submit an electronic NOI, unless they request and obtain a waiver from electronic reporting, at least ten (10) days prior to assuming operational control of a construction site and commencing construction activity.

- (c) all operators of large construction activities must post a TCEQ Large Construction Site Notice on the approved TCEQ form (Form TCEQ-20961) in accordance with Part III.D.2. of this permit. The TCEQ site notice must be located where it is safely and readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction activities, and must be maintained in that location until final stabilization has been achieved. For linear construction activities, e.g., pipeline or highway, the TCEQ site notice must be placed in a publicly accessible location near where construction is actively underway; notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public, local, state, and federal authorities;
- (d) two days prior to commencing construction activities, all primary operators must:
 - i. provide a copy of the signed NOI to the operator of any MS4 receiving the discharge and to any secondary construction operator; and
 - ii. list in the SWP3 the names and addresses of all MS4 operators receiving a copy;
- (e) if signatory authority is delegated by an authorized representative, then a Delegation of Signatories form must be submitted as required by 30 TAC § 305.128 (relating to Signatories to Reports). Primary operators must submit this form electronically using the State of Texas Environmental Electronic Reporting System (STERS), TCEQ's online permitting system, or by paper if the permittee requested and obtained an electronic reporting waiver. A new Delegation of Signatories form must be submitted, if the delegation changes to another individual or position;
- (f) all persons meeting the definition of "secondary operator" in Part I of this permit are hereby notified that they are regulated under this general permit, but are not required to submit an NOI, provided that a primary operator at the site has submitted an NOI, or prior to commencement of construction activities, a primary operator is required to submit an NOI and the secondary operator has provided notification to the operator(s) of the need to obtain coverage (with records of notification available upon request). Any secondary operator notified under this provision may alternatively submit an NOI under this general permit, may seek coverage under an alternative TPDES individual permit, or may seek coverage under an alternative TPDES general permit if available; and

- (g) all secondary operators of large construction activities must post a copy of the signed and certified TCEQ Large Construction Site Notice for Secondary Operators on the approved TCEQ form (Form TCEQ-20962) and provide a copy of the signed and certified TCEQ site notice to the operator of any MS4 receiving the discharge at least two (2) days prior to the commencement construction activities.

NOTE: Posted TCEQ site notices may have a redacted signature as long as there is an original signed and certified TCEQ Large Construction Site Notice for Secondary Operators, with a viewable signature, located on-site and available for review by an applicable regulatory authority.

Applicants must submit an NOI using the online ePermits system (accessed using STEERS) available through the TCEQ website, or request and obtain a waiver from electronic reporting from the TCEQ. Waivers from electronic reporting are not transferrable and expire on the same date as the authorization to discharge.

4. Waivers for Small Construction Activities:

Operators of certain small construction activities may obtain a waiver from coverage under this general permit, if applicable. The requirements are outlined in Part II.G. below.

5. Effective Date of Coverage

- (a) Operators of small construction activities as described in either Part II.E.1. or II.E.2. above are authorized immediately following compliance with the applicable conditions of Part II.E.1. or II.E.2. Secondary operators of large construction activities as described in Part II.E.3. above are authorized immediately following compliance with the applicable conditions in Part II.E.3. For activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator's responsibilities under that rule. Construction may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met.
- (b) Primary operators of large construction activities as described in Part II.E.3. above that electronically submit an NOI are authorized immediately following confirmation of receipt of the electronic form by the TCEQ, unless otherwise notified by the executive director.

Operators with an electronic reporting waiver are provisionally authorized 48-hours from the date that a completed paper NOI is postmarked for delivery to the TCEQ, unless otherwise notified by the executive director. An authorization is no longer provisional when the executive director finds the NOI is administratively complete and an authorization number is issued to the permittee for the construction site indicated on the NOI.

For construction activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator's responsibilities under that rule. Construction activities may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met.

- (c) Operators are not prohibited from submitting late NOIs or posting late site notices to obtain authorization under this general permit. The TCEQ reserves the right to take appropriate enforcement action for any unpermitted activities that may have occurred between the time construction commenced and authorization under this general permit was obtained.

- (d) If operators that submitted NOIs have active authorizations for construction activities that are ongoing when this general permit expires on March 5, 2028, and a new general permit is issued, a 90-day interim (grace) period is granted to provide coverage that is administratively continued until operators with active authorizations can obtain coverage under the newly issued CGP. The 90-day grace period starts on the effective date of the newly issued CGP.

6. Contents of the NOI

The NOI form shall require, at a minimum, the following information:

- (a) the TPDES CGP authorization number for existing authorizations under this general permit, where the operator submits an NOI to renew coverage within 90 days of the effective date of this general permit;
- (b) the name, address, and telephone number of the operator filing the NOI for permit coverage;
- (c) the name (or other identifier), address, county, and latitude/longitude of the construction project or site;
- (d) the number of acres that will be disturbed by the applicant;
- (e) the estimated construction project start date and end date;
- (f) confirmation that the project or site will not be located on Indian Country lands;
- (g) confirmation if the construction activity is associated with an oil and gas exploration, production, processing, or treatment, or transmission facility (see Part II.C.9.);
- (h) confirmation that the construction activities are not associated with the construction of a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72 (see Part II.C.12.);
- (i) confirmation that a SWP₃ has been developed in accordance with all conditions of this general permit, that it will be implemented prior to commencement of construction activities, and that it is compliant with any applicable local sediment and erosion control plans; for multiple operators who prepare a shared SWP₃, the confirmation for an operator may be limited to its obligations under the SWP₃ provided all obligations are confirmed by at least one operator;
- (j) name of the receiving water(s);
- (k) the classified segment number for each classified segment that receives discharges from the regulated construction activity (if the discharge is not directly to a classified segment, then the classified segment number of the first classified segment that those discharges reach); and
- (l) the name of all surface waters receiving discharges from the regulated construction activity that are on the latest EPA-approved CWA § 303(d) List of impaired waters or *Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)* as not meeting applicable state water quality standards.

7. Notice of Change (NOC)

- (a) If relevant information provided in the NOI changes, the operator that has submitted the NOI must submit an NOC to TCEQ at least fourteen (14) days before the change occurs. Where a 14-day advance notice is not possible, the operator must submit an NOC to TCEQ within fourteen (14) days of discovery of the change. If the operator becomes aware that it failed to submit any relevant facts or submitted

incorrect information in an NOI, the correct information must be submitted to TCEQ in an NOC within fourteen (14) days after discovery.

- (b) Information on an NOC may include, but is not limited to, the following:
- a change in the description of the construction project;
 - an increase in the number of acres disturbed (for increases of one (1) or more acres);
 - or the name of the operator (where the name of the operator has changed).

(c) Electronic NOC.

Applicants must submit an NOC using the online ePermits system available through the TCEQ website, or request and obtain a waiver from electronic reporting from the TCEQ. All waivers from electronic reporting are not transferrable. Electronic reporting waivers expire on the same date as the authorization to discharge, except for temporary waivers that expire one (1) year from issuance. A copy of the NOC form or letter must also be placed in the SWP3 and provided to the operator of any MS4 receiving the discharge. Operators are authorized immediately following confirmation of receipt of the electronic form by the TCEQ, unless otherwise notified by the executive director.

(d) Paper NOC.

Applicants who request and obtain an electronic reporting waiver shall submit the NOC on a paper form provided by the executive director, or by letter if an NOC form is not available.

- (e) A copy of the NOC form or letter must also be placed in the SWP3 and provided to the operator of any MS4 receiving the discharge. A list that includes the names and addresses of all MS4 operators receiving a copy of the NOC (or NOC letter) must be included in the SWP3. Information that may not be included on an NOC includes but is not limited to the following:
- transfer of operational control from one operator to another, including a transfer of the ownership of a company. A transfer of ownership of a company includes changes to the structure of a company, such as changing from a partnership to a corporation or changing corporation types, so that the filing or charter number that is on record with the Texas Secretary of State (SOS) must be changed.
 - coverage under this general permit is not transferable from one operator to another. Instead, the new operator will need to submit an NOI or LREW, as applicable, and the previous operator will need to submit an NOT.
 - a decrease in the number of acres disturbed. This information must be included in the SWP3 and retained on site.

8. Signatory Requirement for NOI Forms, NOT Forms, NOC Forms, and Construction Site Notices

NOI forms, NOT forms, NOC forms, and Construction Site Notices that require a signature must be signed according to 30 TAC § 305.44 (relating to Signatories for Applications).

Section F. Terminating Coverage

1. Notice of Termination (NOT) Required

Each operator that has submitted an NOI for authorization of large construction activities under this general permit must apply to terminate that authorization following the conditions described in this section of the general permit.

Authorization of large construction must be terminated by submitting an NOT electronically via the online ePermits system available through the TCEQ website, or on a paper NOT form to TCEQ supplied by the executive director with an approved waiver from electronic reporting. Authorization to discharge under this general permit terminates at midnight on the day a paper NOT is postmarked for delivery to the TCEQ or immediately following confirmation of the receipt of the NOT submitted electronically by the TCEQ.

Applicants must submit an NOT using the online ePermits system available through the TCEQ website, or request and obtain a waiver from electronic reporting from the TCEQ. Waivers from electronic reporting are not transferrable and expire on the same date as the authorization to discharge, except for temporary waivers that expire one (1) year from issuance.

The NOT must be submitted to TCEQ, and a copy of the NOT provided to the operator of any MS4 receiving the discharge (with a list in the SWP3 of the names and addresses of all MS4 operators receiving a copy), within 30 days after any of the following conditions are met:

- final stabilization has been achieved on all portions of the site that are the responsibility of the operator;
- a transfer of operational control has occurred (See Section II.F.4. below); or
- the operator has obtained alternative authorization under an individual TPDES permit or alternative TPDES general permit.

Compliance with the conditions and requirements of this permit is required until the NOT is submitted and approved by TCEQ.

2. Minimum Contents of the NOT

The NOT form shall require, at a minimum, the following information:

- if authorization for construction activity was granted following submission of an NOI, the permittee's site-specific TPDES authorization number for a specific construction site;
- an indication of whether final stabilization has been achieved at the site and a NOT has been submitted or if the permittee is simply no longer an operator at the site;
- the name, address, and telephone number of the permittee submitting the NOT;
- the name (or other identifier), address, county, and location (latitude/longitude) of the construction project or site; and
- a signed certification that either all stormwater discharges requiring authorization under this general permit will no longer occur, or that the applicant is no longer the operator of the facility or construction site, and that all temporary structural erosion controls have either been removed, will be removed on a schedule defined in the SWP3, or have been transferred to a new operator if the new operator has applied for permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

3. Termination of Coverage for Small Construction Sites and for Secondary Operators at Large Construction Sites
- (a) Each operator that has obtained automatic authorization for small construction or is a secondary operator for large construction must perform the following when terminating coverage under the permit:
- remove the TCEQ site notice;
 - complete the applicable portion of the TCEQ site notice related to removal of the TCEQ site notice; and
 - submit a copy of the completed TCEQ site notice to the operator of any MS4 receiving the discharge (or provide alternative notification as allowed by the MS4 operator, with documentation of such notification included in the SWP3).
- (b) The activities described in Part II.F.3.(a) above must be completed by the operator within 30 days of meeting any of the following conditions:
- final stabilization has been achieved on all portions of the site that are the responsibility of the operator;
 - a transfer of day-to-day operational control over activities necessary to ensure compliance with the SWP3 and other permit conditions has occurred (See Section II.F.4. below); or
 - the operator has obtained alternative authorization under an individual or general TPDES permit.

For Small Construction Sites and Secondary Operators at Large Construction Sites, authorization to discharge under this general permit terminates immediately upon removal of the applicable TCEQ construction site notice. Compliance with the conditions and requirements of this permit is required until the TCEQ construction site notice is removed. The construction site notice cannot be removed until final stabilization has been achieved.

4. Transfer of Day-to-Day Operational Control

- (a) When the primary operator of a large construction activity changes or operational control over activities necessary to ensure compliance with the SWP3 and other permit conditions is transferred to another primary operator, the original operator must do the following:
- submit an NOT within ten (10) days prior to the date that responsibility for operations terminates, and the new operator must submit an NOI at least ten (10) days prior to the transfer of operational control, in accordance with condition (c) below; and
 - submit a copy of the NOT from the primary operator terminating its coverage under the permit and its operational control of the construction site and submit a copy of the NOI from the new primary operator to the operator of any MS4 receiving the discharge in accordance with Part II.F.1. above.
- (b) For transfer of operational control, operators of small construction activities and secondary operators of large construction activities who are not required to submit an NOI must do the following:
- the existing operator must remove the original TCEQ construction site notice, and the new operator must post the required TCEQ construction site notice prior to the transfer of operational control, in accordance with the conditions in Part II.F.4.(c) i or ii below; and

- a copy of the TCEQ construction site notice, which must be completed and provided to the operator of any MS4 receiving the discharge, in accordance with Part II.F.3. above.
- (c) Each operator is responsible for determining its role as an operator as defined in Part I.B. and obtaining authorization under the permit, as described above in Part II.E. 1. - 3. Where authorization has been obtained by submitting an NOI for coverage under this general permit, permit coverage is not transferable from one operator to another. A transfer of operational control can include changes to the structure of a company, such as changing from a partnership to a corporation, or changing to a different corporation type such that a different filing (or charter) number is established with the Texas Secretary of State (SOS). A transfer of operational control can also occur when one of the following criteria is met, as applicable:
- another operator has assumed control over all areas of the site that do not meet the definition for final stabilization;
 - all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator, provided that the original permitted operator has attempted to notify the new operator in writing of the requirement to obtain permit coverage. Records of this notification (or attempt at notification) shall be retained by the operator transferring operational control to another operator in accordance with Part VI of this permit. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal; or
 - a homebuilder has purchased one (1) or more lots from an operator who obtained coverage under this general permit for a common plan of development or sale. The homebuilder is considered a new operator and shall comply with the requirements of this permit. Under these circumstances, the homebuilder is only responsible for compliance with the general permit requirements as they apply to the lot(s) it has operational control over in a larger common plan of development, and the original operator remains responsible for common controls or discharges, and must amend its SWP3 to remove the lot(s) transferred to the homebuilder.

Section G. Waivers from Coverage

The executive director may waive the otherwise applicable requirements of this general permit for stormwater discharges from small construction activities under the terms and conditions described in this section.

1. Waiver Applicability and Coverage

Operators of small construction activities may apply for and receive a waiver from the requirements to obtain authorization under this general permit, when the calculated rainfall erosivity (R) factor for the entire period of the construction project is less than five (5).

The operator must submit a Low Rainfall Erosivity Waiver (LREW) certification form to the TCEQ electronically via the online ePermits system available through the TCEQ website. The LREW form is a certification by the operator that the small construction activity will commence and be completed within a period when the value of the calculated R factor is less than five (5).

Applicants who request and obtain an electronic reporting waiver shall submit the LREW on a paper form provided by the executive director at least seven (7) days prior to commencing construction activity to obtain provisional coverage 48-hours from the postmark date for delivery to the TCEQ. An authorization is no longer provisional when the executive director finds the LREW is administratively complete, and an authorization number is issued to the permittee for the construction site indicated on the LREW. Waivers from electronic reporting are not transferrable and expire on the same date as the authorization to discharge, except for temporary waivers that expire one (1) year from issuance.

This LREW from coverage does not apply to any non-stormwater discharges, including what is allowed under this permit. The operator must ensure that all non-stormwater discharges are either authorized under a separate permit or authorization or are captured and routed to an authorized treatment facility for disposal.

2. Steps to Obtaining a Waiver

The construction site operator may calculate the R factor to request a waiver using the following steps:

- estimate the construction start date and the construction end date. The construction end date is the date that final stabilization will be achieved.
- find the appropriate Erosivity Index (EI) zone in Appendix B of this permit.
- find the EI percentage for the project period by adding the results for each period of the project using the table provided in Appendix D of this permit, in EPA Fact Sheet 2.1, or in USDA Handbook 703, by subtracting the start value from the end value to find the percent EI for the site.
- refer to the Isoerodent Map (Appendix C of this permit) and interpolate the annual isoerodent value for the proposed construction location.
- multiply the percent value obtained in Step (c) above by the annual isoerodent value obtained in Step (d). This is the R factor for the proposed project. If the value is less than five (5), then a waiver may be obtained. If the value is five (5) or more, then a waiver may not be obtained, and the operator must obtain coverage under Part II.E.2. of this permit.

Alternatively, the operator may calculate a site-specific R factor utilizing the following online calculator: <https://lew.epa.gov/>, or using another available resource.

A copy of the LREW certification form is not required to be posted at the small construction site.

3. Effective Date of an LREW

Unless otherwise notified by the executive director, operators of small construction activities seeking coverage under an LREW are provisionally waived from the otherwise applicable requirements of this general permit 48-hours from the date that a completed paper LREW certification form is postmarked for delivery to TCEQ, or immediately upon receiving confirmation of approval of an electronic submittal, made via the online ePermits system available through the TCEQ website.

Applicants seeking coverage under an LREW must submit an application for an LREW using the online ePermits system available through the TCEQ website, or request and obtain a waiver from electronic reporting from the TCEQ. Waivers from electronic reporting are not transferrable and expire on the same date as the authorization to discharge.

4. Activities Extending Beyond the LREW Period

If a construction activity extends beyond the approved waiver period due to circumstances beyond the control of the operator, the operator must either:

- recalculate the R factor using the original start date and a new projected ending date, and if the R factor is still under five (5), submit a new LREW form at least two (2) days before the end of the original waiver period; or
- obtain authorization under this general permit according to the requirements for automatic authorization for small construction activities in Part II.E.2. of this permit, prior to the end of the approved LREW period.

Section H. Alternative TPDES Permit Coverage

1. Individual Permit Alternative

Any discharge eligible for coverage under this general permit may alternatively be authorized under an individual TPDES permit according to 30 TAC Chapter 305 (relating to Consolidated Permits). Applications for individual permit coverage must be submitted at least 330 days prior to commencement of construction activities to ensure timely authorization. Existing coverage under this general permit should not be terminated until an individual permit is issued and in effect.

2. General Permit Alternative

Any discharges eligible for authorization under this general permit may alternatively be authorized under a separate general permit according to 30 TAC Chapter 205 (relating to General Permits for Waste Discharges), as applicable.

3. Individual Permit Required

The executive director may require an operator of a construction site, otherwise eligible for authorization under this general permit, to apply for an individual TPDES permit in the following circumstances:

- the conditions of an approved TMDL or TMDL I-Plan on the receiving water;
- the activity being determined to cause, has a reasonable potential to cause, or contribute to a violation of water quality standards or being found to cause, or contribute to, the loss of a designated use of surface water in the state; and
- any other consideration defined in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges) including 30 TAC § 205.4(c)(3)(D), which allows the commission to deny authorization under the general permit and require an individual permit if a discharger has been determined by the executive director to have been out of compliance with any rule, order, or permit of the commission, including non-payment of fees assessed by the executive director.

A discharger with a TCEQ compliance history rating of "unsatisfactory" is ineligible for coverage under this general permit. In that case, 30 TAC § 60.3 requires the executive director to deny or suspend an authorization to discharge under a general permit. However, per TWC § 26.040(h), a discharger is entitled to a hearing before the commission prior to having an authorization denied or suspended for having an "unsatisfactory" compliance history.

Denial of authorization to discharge under this general permit or suspension of a permittee's authorization under this general permit for reasons other than compliance history shall be done according to commission rules in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges).

Section I. Permit Expiration

1. This general permit is effective for a term not to exceed five (5) years. All active discharge authorizations expire on the date provided on page one (1) of this permit. Following public notice and comment, as provided by 30 TAC § 205.3 (relating to Public Notice, Public Meetings, and Public Comment), the commission may amend, revoke, cancel, or renew this general permit. All authorizations that are active at the time the permit term expires will be administratively continued as indicated in Part II.I.2. below and in Part II.D.1.(b) and D.2.(b) of this permit.
2. If the executive director publishes a notice of the intent to renew or amend this general permit before the expiration date, the permit will remain in effect for existing, authorized discharges until the commission takes final action on the permit. Upon issuance of a renewed or amended permit, permittees may be required to submit an NOI within 90 days following the effective date of the renewed or amended permit, unless that permit provides for an alternative method for obtaining authorization.
3. If the commission does not propose to reissue this general permit within 90 days before the expiration date, permittees shall apply for authorization under an individual permit or an alternative general permit. If the application for an individual permit is submitted before the expiration date, authorization under this expiring general permit remains in effect until the issuance or denial of an individual permit. No new NOIs will be accepted nor new authorizations honored under the general permit after the expiration date.

Part III. Stormwater Pollution Prevention Plans (SWP3)

All regulated construction site operators shall prepare an SWP3, prior to submittal of an NOI, to address discharges authorized under Parts II.E.2. and II.E.3. of this general permit that will reach waters of the U.S. This includes discharges to MS4s and privately owned separate storm sewer systems that drain into surface water in the state or waters of the U.S.

Individual operators at a site may develop separate SWP3s that cover only their portion of the project, provided reference is made to the other operators at the site. Where there is more than one (1) SWP3 for a site, operators must coordinate to ensure that BMPs and controls are consistent and do not negate or impair the effectiveness of each other. Regardless of whether a single comprehensive SWP3 is developed or separate SWP3s are developed for each operator, it is the responsibility of each operator to ensure compliance with the terms and conditions of this general permit in the areas of the construction site where that operator has control over construction plans and specifications or day-to-day operations.

An SWP3 must describe the implementation of practices that will be used to minimize to the extent practicable the discharge of pollutants in stormwater associated with construction activity and non-stormwater discharges described in Part II.A.3., in compliance with the terms and conditions of this permit.

An SWP3 must also identify any potential sources of pollution that have been determined to cause, have a reasonable potential to cause, or contribute to a violation of water quality standards or have been found to cause or contribute to the loss of a designated use of surface water in the state from discharges of stormwater from construction activities and construction support activities. Where potential sources of these pollutants are present at a construction site, the SWP3 must also contain a description of the management practices that will be used to prevent these pollutants from being discharged into surface water in the state or waters of the U.S.

NOTE: Construction support activities can also include vehicle repair areas, fueling areas, etc. that are present at a construction site solely for the support construction activities and are only used by operators at the construction site.

The SWP3 is intended to serve as a road map for how the construction operator will comply with the effluent limits and other conditions of this permit. Additional portions of the effluent limits are established in Part IV. of the permit.

Section A. Shared SWP3 Development

For more effective coordination of BMPs and opportunities for cost sharing, a cooperative effort by the different operators at a site is encouraged. Operators of small and large construction activities must independently obtain authorization under this permit but may work together with other regulated operators at the construction site to prepare and implement a single, comprehensive SWP3, which can be shared by some or all operators, for the construction activities that each of the operators are performing at the entire construction site.

1. The SWP3 must include the following:
 - (a) for small construction activities – the name of each operator that participates in the shared SWP3;
 - (b) for large construction activities – the name of each operator that participates in the shared SWP3, the general permit authorization numbers of each operator (or the date that the NOI was submitted to TCEQ by each operator that has not received an authorization number for coverage under this permit); and
 - (c) for large and small construction activities – the signature of each operator participating in the shared SWP3.
2. The SWP3 must clearly indicate which operator is responsible for satisfying each shared requirement of the SWP3. If the responsibility for satisfying a requirement is not described in the plan, then each permittee is entirely responsible for meeting the requirement within the boundaries of the construction site where they perform construction activities. The SWP3 must clearly describe responsibilities for meeting each requirement in shared or common areas.
3. The SWP3 may provide that one operator is responsible for preparation of a SWP3 in compliance with the CGP, and another operator is responsible for implementation of the SWP3 at the project site.

Section B. Responsibilities of Operators

1. Secondary Operators and Primary Operators with Control Over Construction Plans and Specifications

All secondary operators and primary operators with control over construction plans and specifications shall:

- (a) ensure the project specifications allow or provide that adequate BMPs are developed to meet the requirements of Part III of this general permit;
- (b) ensure that the SWP3 indicates the areas of the project where they have control over project specifications, including the ability to make modifications in specifications;
- (c) ensure that all other operators affected by modifications in project specifications are notified in a timely manner so that those operators may modify their BMP s as necessary to remain compliant with the conditions of this general permit; and

- (d) ensure that the SWP3 for portions of the project where each operator has control indicates the name and site-specific TPDES authorization number(s) for operators with the day-to-day operational control over those activities necessary to ensure compliance with the SWP3 and other permit conditions. If a primary operator has not been authorized or has abandoned the site, the secondary operator is considered to be the responsible party and must obtain authorization as a primary operator under the permit, until the authority for day-to-day operational control is transferred to another primary operator. The new primary operator must update or develop a new SWP3 that will reflect the transfer of operational control and include any additional updates to the SWP3 to meet requirements of the permit.

2. Primary Operators with Day-to-Day Operational Control

Primary operators with day-to-day operational control of those activities at a project that are necessary to ensure compliance with an SWP3 and other permit conditions must ensure that the SWP3 accomplishes the following requirements:

- (a) meets the requirements of this general permit for those portions of the project where they are operators;
- (b) identifies the parties responsible for implementation of BMPs described in the SWP3;
- (c) indicates areas of the project where they have operational control over day-to-day activities; and
- (d) the name and site-specific TPDES authorization number of the parties with control over project specifications, including the ability to make modifications in specifications for areas where they have operational control over day-to-day activities.

Section C. Deadlines for SWP3 Preparation, Implementation, and Compliance

The SWP3 must be prepared prior to obtaining authorization under this general permit, and implemented prior to commencing construction activities that result in soil disturbance. The SWP3 must be prepared so that it provides for compliance with the terms and conditions of this general permit.

Section D. Plan Review and Making Plans Available

1. The SWP3 must be retained on-site at the construction site or, if the site is inactive or does not have an on-site location to store the plan, a notice must be posted describing the location of the SWP3. The SWP3 must be made readily available at the time of an on-site inspection to: the executive director; a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans; local government officials; and the operator of a municipal separate storm sewer receiving discharges from the site. If the SWP3 is retained off-site, then it shall be made available as soon as reasonably possible. In most instances, it is reasonable that the SWP3 shall be made available within 24 hours of the request.

NOTE: The SWP3 may be prepared and kept electronically, rather than in paper form, if the records are: (a) in a format that can be read in a similar manner as a paper record; (b) legally valid with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be, if the records were stored in paper form.

2. Operators with authorization for construction activity under this general permit must post a TCEQ site notice at the construction site at a place readily available for viewing by the general public, and local, state, and federal authorities.

- (a) Primary and secondary operators of large construction activities must each post a TCEQ construction site notice, respective to their role as an operator at the construction site, as required above and according to requirements in Part II.E.3. of this general permit.
- (b) Primary and secondary operators of small construction activities must post the TCEQ site notice as required in Part III.D.2.(a) above and for the specific type of small construction described in Part II.E.1. and 2. of the permit.
- (c) If the construction project is a linear construction project, such as a pipeline or highway, the notices must be placed in a publicly accessible location near where construction is actively underway. TCEQ construction site notices for small and large construction activities at these linear construction sites may be relocated, as necessary, along the length of the project, but must still be readily available for viewing by the general public; local, state, and federal authorities; and contain the following information:
 - i. the site-specific TPDES authorization number for the project if assigned;
 - ii. the operator name, contact name, and contact phone number;
 - iii. a brief description of the project; and
 - iv. the location of the SWP3.
- 3. This permit does not provide the general public with any right to trespass on a construction site for any reason, including inspection of a site; nor does this permit require that permittees allow members of the general public access to a construction site.

Section E. Revisions and Updates to SWP3s

The permittee must revise or update the SWP3, including the site map, within seven (7) days of when any of the following occurs:

1. a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3;
2. changing site conditions based on updated plans and specifications, new operators, new areas of responsibility, and changes in BMPs; or
3. results of inspections or investigations by construction site personnel authorized by the permittee, operators of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under this general permit.

Section F. Contents of SWP3

The SWP3 must be developed and implemented by primary operators of small and large construction activities and include, at a minimum, the information described in this section and must comply with the construction and development effluent guidelines in Part IV. of the general permit.

1. A site or project description, which includes the following information:
 - (a) a description of the nature of the construction activity;
 - (b) a list of potential pollutants and their sources;
 - (c) a description of the intended schedule or sequence of activities that will disturb soils for major portions of the site, including estimated start dates and duration of activities;

- (d) the total number of acres of the entire property and the total number of acres where construction activities will occur, including areas where construction support activities (defined in Part I.B. of this general permit) occur;
- (e) data describing the soil or the quality of any discharge from the site;
- (f) a map showing the general location of the site (e.g., a portion of a city or county map);
- (g) a detailed site map (or maps) indicating the following:
 - i. property boundary(ies);
 - ii. drainage patterns and approximate slopes anticipated before and after major grading activities;
 - iii. areas where soil disturbance will occur (note any phasing), including any demolition activities;
 - iv. locations of all controls and buffers, either planned or in place;
 - v. locations where temporary or permanent stabilization practices are expected to be used;
 - vi. locations of construction support activities, including those located off-site;
 - vii. surface waters (including wetlands) either at, adjacent, or in close proximity to the site, and also indicate whether those waters are impaired;

NOTE: Surface waters adjacent to or in close proximity to the site means any receiving waters within the site and all receiving waters within one mile downstream of the site's discharge point(s).
 - viii. locations where stormwater discharges from the site directly to a surface water body or a municipal separate storm sewer system;
 - ix. vehicle wash areas; and
 - x. designated points on the site where vehicles will exit onto paved roads (for instance, this applies to construction transition from unstable dirt areas to exterior paved roads).

Where the amount of information required to be included on the map would result in a single map being difficult to read and interpret, the operator shall develop a series of maps that collectively include the required information.
- (h) the location and description of support activities authorized under the permittee's NOI, including asphalt plants, concrete plants, and other activities providing support to the construction site that is authorized under this general permit;
- (i) the name of receiving waters at or near the site that may be disturbed or that may receive discharges from disturbed areas of the project;
- (j) a copy of this TPDES general permit (an electronic copy of this TPDES general permit or a current link to this TPDES general permit on the TCEQ webpage is acceptable);
- (k) the NOI and the acknowledgement of provisional and non-provisional authorization for primary operators of large construction sites, and the TCEQ site notice for small construction sites and for secondary operators of large construction sites;
- (l) if signatory authority is delegated by an authorized representative, then a copy of the formal notification to TCEQ, as required by 30 TAC 305.128 relating to Signatories to Reports must be filed in the SWP3 and made available for review upon request by TCEQ or local MS4 Operator. For primary operators of large construction activities, the formal notification to TCEQ must be submitted either electronically through

- STEERS, TCEQ's electronic reporting system, or, if qualifying for an electronic reporting waiver, by paper on a Delegation of Signatories form. For operators or small construction activities, the formal notification to TCEQ must be submitted by paper on a Delegation of Signatories form.
- (m) stormwater and allowable non-stormwater discharge locations, including storm drain inlets on site and in the immediate vicinity of the construction site where construction support activities will occur; and
 - (n) locations of all pollutant-generating activities at the construction site and where construction support activities will occur, such as the following: Paving operations; concrete, paint and stucco washout and water disposal; solid waste storage and disposal; and dewatering operations.
2. A description of the BMPs that will be used to minimize pollution in runoff.
- The description must identify the general timing or sequence for installation and implementation. At a minimum, the description must include the following components:
- (a) General Requirements
 - i. Erosion and sediment controls must be designed to retain sediment on-site to the extent practicable with consideration for local topography, soil type, and rainfall.
 - ii. Control measures must be properly selected, installed, and maintained according to good engineering practices, and the manufacturer's or designer's specifications.
 - iii. Controls must be developed to minimize the offsite transport of litter, construction debris, construction materials, and other pollutants required of Part IV.D.
 - (b) Erosion Control and Stabilization Practices

The SWP3 must include a description of temporary and permanent erosion control and stabilization practices for the construction site, where small or large construction activity will occur. The erosion control and stabilization practices selected by the permittee must be compliant with the requirements for sediment and erosion control, located in Part IV. of this permit. The description of the SWP3 must also include a schedule of when the practices will be implemented. Site plans must ensure that existing vegetation at the construction site is preserved where it is possible.

 - i. Erosion control and stabilization practices may include but are not limited to: establishment of temporary or permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of existing trees and vegetation, slope texturing, temporary velocity dissipation devices, flow diversion mechanisms, and other similar measures.
 - ii. The following records must be maintained and either attached to or referenced in the SWP3, and made readily available upon request to the parties listed in Part III.D.1 of this general permit:
 - (A) the dates when major grading activities occur;
 - (B) the dates when construction activities temporarily or permanently cease on a portion of the site; and
 - (C) the dates when stabilization measures are initiated.
 - iii. Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding fourteen (14) calendar days. Stabilization

measures that provide a protective cover must be initiated immediately in portions of the site where construction activities have permanently ceased. The term "immediately" is used to define the deadline for initiating stabilization measures. In the context of this requirement, "immediately" means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased. Except as provided in (A) through (D) below, these measures must be completed as soon as practicable, but no more than fourteen (14) calendar days after the initiation of soil stabilization measures:

- (A) where the immediate initiation of vegetative stabilization measures after construction activity has temporarily or permanently ceased due to frozen conditions, non-vegetative controls must be implemented until thawing conditions (as defined in Part I.B. of this general permit) are present, and vegetative stabilization measures can be initiated as soon as practicable.
 - (B) in arid areas, semi-arid areas, or drought-stricken areas, as they are defined in Part I.B. of this general permit, where the immediate initiation of vegetative stabilization measures after construction activity has temporarily or permanently ceased or is precluded by arid conditions, other types of erosion control and stabilization measures must be initiated at the site as soon as practicable. Where vegetative controls are infeasible due to arid conditions, and within fourteen (14) calendar days of a temporary or permanent cessation of construction activity in any portion of the site, the operator shall immediately install non-vegetative erosion controls in areas of the construction site where construction activity is complete or has ceased. If non-vegetative controls are infeasible, the operator shall install temporary sediment controls as required in Part III.F.2.(b)iii.(C) below.
 - (C) in areas where non-vegetative controls are infeasible, the operator may alternatively utilize temporary perimeter controls. The operator must document in the SWP3 the reason why stabilization measures are not feasible, and must demonstrate that the perimeter controls will retain sediment on site to the extent practicable. The operator must continue to inspect the BMPs at the frequencies established in Part III.F.8.(c) for unstabilized sites.
 - (D) the requirement for permittees to initiate stabilization is triggered as soon as it is known with reasonable certainty that construction activity at the site or in certain areas of the site will be stopped for 14 or more additional calendar days. If the initiation or completion of vegetative stabilization is prevented by circumstances beyond the control of the permittee, the permittee must employ and implement alternative stabilization measures immediately. When conditions at the site changes that would allow for vegetative stabilization, then the permittee must initiate or complete vegetative stabilization as soon as practicable.
- iv. Final stabilization must be achieved prior to termination of permit coverage.
 - v. TCEQ does not expect that temporary or permanent stabilization measures to be applied to areas that are intended to be left un-vegetated or un-stabilized following construction (e.g., dirt access roads, utility pole pads, areas being used for storage of vehicles, equipment, or materials).

(c) Sediment Control Practices

The SWP3 must include a description of any sediment control practices used to remove eroded soils from stormwater runoff, including the general timing or sequence for implementation of controls. Controls selected by the permittee must be compliant with the requirements in Part IV. of this permit.

i. Sites With Drainage Areas of Ten (10) or More Acres

(A) Sedimentation Basin(s) or Impoundments

- (1) A sedimentation basin or similar impoundment is required, where feasible, for a common drainage location that serves an area with ten (10) or more acres disturbed at one time. A sedimentation basin or impoundment may be temporary or permanent, and must provide sufficient storage to contain a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained. When calculating the volume of runoff from a 2-year, 24-hour storm event, it is not required to include the flows from offsite areas and flow from onsite areas that are either undisturbed or have already undergone permanent stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin or similar impoundment. Capacity calculations shall be included in the SWP3. Sedimentation basins must be designed for and appropriate for controlling runoff at the site and existing detention or retention ponds at the site may not be appropriate.
- (2) Where rainfall data is not available, or a calculation cannot be performed, the sedimentation basin must provide at least 3,600 cubic feet of storage per acre drained until final stabilization of the site.
- (3) If a sedimentation basin or impoundment is not feasible, then the permittee shall provide equivalent control measures until final stabilization of the site. In determining whether installing a sediment basin or impoundment is feasible, the permittee may consider factors such as site soils, slope, available area, public safety, precipitation patterns, site geometry, site vegetation, infiltration capacity, geotechnical factors, depth to groundwater, and other similar considerations. The permittee shall document the reason that the sediment basins or impoundments are not feasible, and shall utilize equivalent control measures, which may include a series of smaller sediment basins or impoundments.
- (4) Unless infeasible, when discharging from sedimentation basins and impoundments, the permittee shall utilize outlet structures that withdraw water from the surface.

(B) Perimeter Controls: At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions.

ii. Controls for Sites with Drainage Areas Less than Ten (10) Acres:

(A) Sediment traps and sediment basins may be used to control solids in stormwater runoff for drainage locations serving less than ten (10) acres. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions.

- (B) Alternatively, a sediment basin that provides storage for a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained may be utilized. Where rainfall data is not available or a calculation cannot be performed, a temporary or permanent sediment basin providing 3,600 cubic feet of storage per acre drained may be provided. If a calculation is performed, then the calculation shall be included in the SWP3.

- (C) If sedimentation basins or impoundments are used, the permittee shall comply with the requirements in Part IV.F. of this general permit.

3. Description of Permanent Stormwater Controls

A description of any stormwater control measures that will be installed during the construction process to control pollutants in stormwater discharges that may occur after construction operations have been completed must be included in the SWP3. Permittees are responsible for the installation and maintenance of stormwater management measures, as follows:

- (a) permittees authorized under the permit for small construction activities are responsible for the installation and maintenance of stormwater control measures prior to final stabilization of the site; or
- (b) permittees authorized under the permit for large construction activities are responsible for the installation and maintenance of stormwater control measures prior to final stabilization of the site and prior to submission of an NOT.

4. Other Required Controls and BMPs

- (a) Permittees shall minimize, to the extent practicable, the off-site vehicle tracking of sediments and dust. The SWP3 shall include a description of controls utilized to control the generation of pollutants that could be discharged in stormwater from the site.
- (b) The SWP3 must include a description of construction and waste materials expected to be stored on-site and a description of controls to minimize pollutants from these materials.
- (c) The SWP3 must include a description of potential pollutant sources in discharges of stormwater from all areas of the construction site where construction activity, including construction support activities, will be located, and a description of controls and measures that will be implemented at those sites to minimize pollutant discharges.
- (d) Permittees shall place velocity dissipation devices at discharge locations and along the length of any outfall channel (i.e., runoff conveyance) to provide a non-erosive flow velocity from the structure to a water course, so that the natural physical and biological characteristics and functions are maintained and protected.
- (e) Permittees shall design and utilize appropriate controls in accordance with Part IV. of this permit to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water from the site.
- (f) Permittees shall ensure that all other required controls and BMPs comply with all of the requirements of Part IV. of this general permit.
- (g) For demolition of any structure with at least 10,000 square feet of floor space that was built or renovated before January 1, 1980, and the receiving waterbody is impaired for polychlorinated biphenyls (PCBs):
 - i. implement controls to minimize the exposure of PCB-containing building materials, including paint, caulk, and pre-1980 fluorescent lighting fixtures to precipitation and to stormwater; and

- ii. ensure that disposal of such materials is performed in compliance with applicable state, federal, and local laws.

5. Documentation of Compliance with Approved State and Local Plans

- (a) Permittees must ensure that the SWP3 is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or stormwater management site plans or site permits approved by federal, state, or local officials.
- (b) SWP3s must be updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment erosion site plans or site permits, or stormwater management site plans or site permits approved by state or local official for which the permittee receives written notice.
- (c) If the permittee is required to prepare a separate management plan, including but not limited to a WPAP or Contributing Zone Plan in accordance with 30 TAC Chapter 213 (related to the Edwards Aquifer), then a copy of that plan must be either included in the SWP3 or made readily available upon request to authorized personnel of the TCEQ. The permittee shall maintain a copy of the approval letter for the plan in its SWP3.

6. Maintenance Requirements

- (a) All protective measures identified in the SWP3 must be maintained in effective operating condition. If, through inspections or other means, as soon as the permittee determines that BMPs are not operating effectively, then the permittee shall perform maintenance as necessary to maintain the continued effectiveness of stormwater controls, and prior to the next rain event if feasible. If maintenance prior to the next anticipated storm event is impracticable, the reason shall be documented in the SWP3 and maintenance must be scheduled and accomplished as soon as practicable. Erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.
- (b) If periodic inspections or other information indicates a control has been used incorrectly, is performing inadequately, or is damaged, then the operator shall replace or modify the control as soon as practicable after making the discovery.
- (c) Sediment must be removed from sediment traps and sedimentation ponds no later than the time that design capacity has been reduced by 50%. For perimeter controls such as silt fences, berms, etc., the trapped sediment must be removed before it reaches 50% of the above-ground height.
- (d) If sediment escapes the site, accumulations must be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible. If the permittee does not own or operate the off-site conveyance, then the permittee shall work with the owner or operator of the property to remove the sediment.

7. Observation and Evaluation of Dewatering Controls Pursuant to Part IV.C. of this General Permit

- (a) Personnel provided by the permittee must observe and evaluate dewatering controls at a minimum of once per day on the days where dewatering discharges from the construction site occur. Personnel conducting these evaluations must be knowledgeable of this general permit, the construction activities at the site, and the SWP3 for the site. Personnel conducting these evaluations are not required to have signatory authority for reports under 30 TAC § 305.128 (relating to Signatories to Reports).

(b) Requirements for Observations and Evaluations

- i. A report summarizing the scope of any observation and evaluation must be completed within 24-hours following the evaluation. The report must also include, at a minimum, the following:
 - (A) date of the observations and evaluation;
 - (B) name(s) and title(s) of personnel making the observations and evaluation;
 - (C) approximate times that the dewatering discharge began and ended on the day of evaluation, or if the dewatering discharge is a continuous discharge that continues after normal business hours, indicate that the discharge is continuous (this information can be reported by personnel initiating the dewatering discharge);
 - (D) estimates of the rate (in gallons per day) of discharge on the day of evaluation;
 - (E) whether or not any indications of pollutant discharge were observed at the point of discharge (e.g., foam, oil sheen, noticeable odor, floating solids, suspended sediments, or other obvious indicators of stormwater pollution); and
 - (F) major observations, including: the locations of where erosion and discharges of sediment or other pollutants from the site have occurred; locations of BMPs that need to be maintained; locations of BMPs that failed to operate as designed or proved inadequate for a particular location; and locations where additional BMPs are needed.
- ii. Actions taken as a result of evaluations, including the date(s) of actions taken, must be described within, and retained as a part of, the SWP3. Reports must identify any incidents of non-compliance. Where a report does not identify any incidents of non-compliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit. The report must be retained as part of the SWP3 and signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
- iii. The names and qualifications of personnel making the evaluations for the permittee may be documented once in the SWP3 rather than being included in each report.

8. Inspections of All Controls

- (a) Personnel provided by the permittee must inspect disturbed areas (cleared, graded, or excavated) of the construction site that do not meet the requirements of final stabilization in this general permit, all locations where stabilization measures have been implemented, areas of construction support activity covered under this permit, stormwater controls (including pollution prevention controls) for evidence of, or the potential for, the discharge of pollutants, areas where stormwater typically flows within the construction site, and points of discharge from the construction site.
 - i. Personnel conducting these inspections must be knowledgeable of this general permit, the construction activities at the site, and the SWP3 for the site.
 - ii. Personnel conducting these inspections are not required to have signatory authority for inspection reports under 30 TAC § 305.128 (relating to Signatories to Reports).

(b) Requirements for Inspections

- i. Inspect all stormwater controls (including sediment and erosion control measures identified in the SWP3) to ensure that they are installed properly, appear to be operational, and minimizing pollutants in discharges, as intended.
- ii. Identify locations on the construction site where new or modified stormwater controls are necessary.
- iii. Check for signs of visible erosion and sedimentation that can be attributed to the points of discharge where discharges leave the construction site or discharge into any surface water in the state flowing within or adjacent to the construction site.
- iv. Identify any incidents of noncompliance observed during the inspection.
- v. Inspect locations where vehicles enter or exit the site for evidence of off-site sediment tracking.
- vi. If an inspection is performed when discharges from the construction site are occurring: identify all discharge points at the site, and observe and document the visual quality of the discharge (i.e., color, odor, floating, settled, or suspended solids, foam, oil sheen, and other such indicators of pollutants in stormwater).
- vii. Complete any necessary maintenance needed, based on the results of the inspection and in accordance with the requirements listed in Part III.F.6. above.

(c) Inspection frequencies:

- i. Inspections of construction sites must be conducted at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater, unless as otherwise provided below in Part III.F.8.(c)ii. – v. below.
 - (A) If a storm event produces 0.5 inches or more of rain within a 24-hour period (including when there are multiple, smaller storms that alone produce less than 0.5 inches but together produce 0.5 inches or more in 24 hours), you are required to conduct one inspection within 24 hours of when 0.5 inches of rain or more has fallen. When the 24-hour inspection time frame occurs entirely outside of normal working hours, you must conduct an inspection by no later than the end of the next business day.
 - (B) If a storm event produces 0.5 inches or more of rain within a 24-hour period on the first day of a storm and continues to produce 0.5 inches or more of rain on subsequent days, you must conduct an inspection within 24 hours of the first day of the storm and within 24 hours after the last day of the storm that produces 0.5 inches or more of rain (i.e., only two (2) inspections would be required for such a storm event). When the 24-hour inspection time frame occurs entirely outside of normal working hours, you must conduct an inspection by no later than the end of the next business day.
- ii. Inspection frequencies must be conducted at least once every month in areas of the construction site that meet final stabilization or have been temporarily stabilized.
- iii. Inspection frequencies for construction sites, where runoff is unlikely due to the occurrence of frozen conditions at the site, must be conducted at least once every month until thawing conditions begin to occur (see definitions for thawing conditions in Part I.B.). The SWP3 must also contain a record of the approximate beginning and ending dates of when frozen conditions occurred at the site, which resulted in inspections being conducted monthly, while those

conditions persisted, instead of at the interval of once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.

- iv. In arid, semi-arid, or drought-stricken areas, inspections must be conducted at least once every month and within 24 hours after the end of a storm event of 0.5 inches or greater. The SWP3 must also contain a record of the total rainfall measured, as well as the approximate beginning and ending dates of when drought conditions occurred at the site, which resulted in inspections being conducted monthly, while those conditions persisted, instead of at the interval of once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.
 - v. As an alternative to the inspection schedule in Part III.F.8.(c)i. above, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, then the inspection must occur regardless of whether or not there has been a rainfall event since the previous inspection.
 - vi. The inspection procedures described in Part III.F.8.(c)i. – v above can be performed at the frequencies and under the applicable conditions indicated for each schedule option, provided that the SWP3 reflects the current schedule and that any changes to the schedule are made in accordance with the following provisions: the inspection frequency schedule can only be changed a maximum of once per calendar month and implemented within the first five (5) business days of a calendar month; and the reason for the schedule change documented in the SWP3 (e.g., end of “dry” season and beginning of “wet” season).
- (d) Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may provide inspection personnel with limited access to the areas described in Part III.F.8.(a) above.
- i. Inspection of linear construction sites could require the use of vehicles that could compromise areas of temporary or permanent stabilization, cause additional disturbance of soils, and result in the increase the potential for erosion. In these circumstances, controls must be inspected at least once every fourteen (14) calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater, but representative inspections may be performed.
 - ii. For representative inspections, personnel must inspect controls along the construction site for 0.25 mile above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the areas described in Part III.F.8.(a) above. The conditions of the controls along each inspected 0.25-mile portion may be considered as representative of the condition of controls along that reach extending from the end of the 0.25-mile portion to either the end of the next 0.25-mile inspected portion, or to the end of the project, whichever occurs first.
- As an alternative to the inspection schedule described in Part III.F.8.(c)i. above, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, the inspection must occur regardless of whether or not there has been a rainfall event since the previous inspection.
- iii. the SWP3 for a linear construction site must reflect the current inspection schedule. Any changes to the inspection schedule must be made in accordance with the following provisions:
 - (A) the schedule may be changed a maximum of one time each month;

- (B) the schedule change must be implemented at the beginning of a calendar month, and
 - (C) the reason for the schedule change must be documented in the SWP3 (e.g., end of “dry” season and beginning of “wet” season).
- (e) Adverse Conditions.
- Requirements for inspections may be temporarily suspended for adverse conditions. Adverse conditions are conditions that are either dangerous to personnel (e.g., high wind, excessive lightning) or conditions that prohibit access to the site (e.g., flooding, freezing conditions). Adverse conditions that result in the temporary suspension of a permit requirement to inspect must be documented and included as part of the SWP3. Documentation must include:
- i. the date and time of the adverse condition,
 - ii. names of personnel that witnessed the adverse condition, and
 - iii. a narrative for the nature of the adverse condition.
- (f) In the event of flooding or other adverse conditions which prohibit access to the inspection sites, inspections must be conducted as soon as access is practicable. Inspection Reports.
- i. A report summarizing the scope of any inspection must be completed within 24-hours following the inspection. The report must also include the date(s) of the inspection and major observations relating to the implementation of the SWP3. Major observations in the report must include: the locations of where erosion and discharges of sediment or other pollutants from the site have occurred; locations of BMPs that need to be maintained; locations of BMPs that failed to operate as designed or proved inadequate for a particular location; and locations where additional BMPs are needed.
 - ii. Actions taken as a result of inspections, including the date(s) of actions taken, must be described within, and retained as a part of, the SWP3. Reports must identify any incidents of non-compliance. Where a report does not identify any incidents of non-compliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit. The report must be retained as part of the SWP3 and signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
 - iii. The names and qualifications of personnel making the inspections for the permittee may be documented once in the SWP3 rather than being included in each report.
- (g) The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff. Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event. If implementation before the next anticipated storm event is impracticable, these changes must be implemented as soon as practicable. If necessary, modify your site map to reflect changes to your stormwater controls that are no longer accurately reflected on the current site map.
- 9. The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for all eligible non-stormwater components of the discharge, as listed in Part II.A.3. of this permit.
 - 10. The SWP3 must include the information required in Part III.B. of this general permit.

11. The SWP3 must include pollution prevention procedures that comply with Part IV.D. of this general permit.

Part IV. Erosion and Sediment Control Requirements Applicable to All Sites

Except as provided in 40 CFR §§ 125.30-125.32, any discharge regulated under this general permit, with the exception of sites that obtained waivers based on low rainfall erosivity, must achieve, at a minimum, the following effluent limitations representing the degree of effluent reduction attainable by application of the best practicable control technology currently available (BPT). The BPT are also required by and must satisfy the Effluent Limitations Guideline (ELG) permitting requirement for application of 40 CFR § 450.24 New Source Performance Standards (NSPS), 40 CFR § 450.22 Best Available Technology Economically Achievable (BAT), and 40 CFR § 450.23 Best Conventional Pollutant Control Technology (BCT).

Section A. Erosion and Sediment Controls

Design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to:

1. control stormwater volume and velocity within the site to minimize soil erosion in order to minimize pollutant discharges;
2. control stormwater discharges, including both peak flowrates and total stormwater volume, to minimize channel and streambank erosion and scour in the immediate vicinity of discharge point(s);
3. minimize the amount of soil exposed during construction activity;
4. minimize the disturbance of steep slopes;
5. minimize sediment discharges from the site. The design, installation, and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
6. provide and maintain appropriate natural buffers around surface water in the state. Direct stormwater to vegetated areas and maximize stormwater infiltration to reduce pollutant discharges, unless infeasible. If providing buffers is infeasible, the permittee shall document the reason that natural buffers are infeasible and shall implement additional erosion and sediment controls to reduce sediment load;
7. preserve native topsoil at the site, unless the intended function of a specific area of the site dictates that the topsoil be disturbed or removed, or it is infeasible; and
8. minimize soil compaction. In areas of the construction site where final vegetative stabilization will occur or where infiltration practices will be installed, either:
 - (a) restrict vehicle and equipment use to avoid soil compaction; or
 - (b) prior to seeding or planting areas of exposed soil that have been compacted, use techniques that condition the soils to support vegetative growth, if necessary and feasible.

Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it be compacted.

9. TCEQ does not consider stormwater control features (e.g., stormwater conveyance channels, storm drain inlets, sediment basins) to constitute "surface water" for the purposes of triggering the buffer requirement in Part IV.A.(6) above.

Section B. Soil Stabilization

Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding fourteen (14) calendar days. In the context of this requirement, "immediately" means as soon as practicable, but no later than the end of the next workday, following the day when the earth-disturbing activities have temporarily or permanently ceased. Temporary stabilization must be completed no more than fourteen (14) calendar days after initiation of soil stabilization measures, and final stabilization must be achieved prior to termination of permit coverage. In arid, semi-arid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative non-vegetative stabilization measures must be employed as soon as practicable. Refer to Part III.F.2.(b) for complete erosion control and stabilization practice requirements. In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remain disturbed.

Section C. Dewatering

Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited, unless managed by appropriate controls to address sediment and prevent erosion. Operators must observe and evaluate the dewatering controls once per day while the dewatering discharge occurs as described in Part III.F.7. of this general permit.

Section D. Pollution Prevention Measures

Design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented, and maintained to:

1. minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
2. minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater;
3. minimize the exposure of waste materials by closing waste container lids at the end of the workday and during storm events. For waste containers that do not have lids, where the container itself is not sufficiently secure enough to prevent the discharge of pollutants absent a cover and could leak, the permittee must provide either a cover (e.g., a tarp, plastic sheeting, temporary roof) to minimize exposure of wastes to precipitation, stormwater, and wind, or a similarly effective means designed to minimize the discharge of pollutants (e.g., secondary containment). Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use);
4. minimize exposure of wastes by implementing good housekeeping measures. Wastes must be cleaned up and disposed of in designated waste containers on days of operation at the site. Wastes must be cleaned up immediately if containers overflow;

5. minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures. Where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity established under either 40 CFR Part 110, 40 CFR Part 117, or 40 CFR Part 302 occurs during a 24-hour period, you must notify the National Response Center (NRC) at (800) 424-8802 in accordance with the requirements of 40 CFR Part 110, 40 CFR Part 117, and 40 CFR Part 302 as soon as you have knowledge of the release. You must also, within seven (7) calendar days of knowledge of the release, provide a description of the release, the circumstances leading to the release, and the date of the release; and
6. minimize exposure of sanitary waste by positioning portable toilets so that they are secure and will not be tipped or knocked over, and so that they are located away from surface water in the state and stormwater inlets or conveyances.

Section E. Prohibited Discharges

The following discharges are prohibited:

1. wastewater from wash out of concrete, unless managed by an appropriate control;
2. wastewater from wash out and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
3. fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
4. soaps or solvents used in vehicle and equipment washing; and
5. toxic or hazardous substances from a spill or other release.

Section F. Surface Outlets

When discharging from basins and impoundments, utilize outlet structures that withdraw water from the surface, unless infeasible. If infeasible, the permittee must provide documentation in the SWP3 to support the determination, including the specific conditions or time periods when this exception will apply.

Part V. Stormwater Runoff from Concrete Batch Plants

Discharges of stormwater runoff from concrete batch plants present at regulated construction sites and operated as a construction support activity may be authorized under the provisions of this general permit, provided that the following requirements are met for concrete batch plant(s) authorized under this permit. Only the discharges of stormwater runoff and non-stormwater from concrete batch plants that meet the requirements of a construction support activity can be authorized under this permit (see the requirements for “Non-Stormwater Discharges” in Part II.A.3. and “Discharges of Stormwater Associated with Construction Support Activity” in Part II.A.2.).

If discharges of stormwater runoff or non-stormwater from concrete batch plants are not authorized under this general permit, then discharges must be authorized under an alternative general permit or individual permit [see the requirement in Part II.A.2.(c)].

This permit does not authorize the discharge or land disposal of any wastewater from concrete batch plants at regulated construction sites. Authorization for these wastes must be obtained under an individual permit or an alternative general permit.

Section A. Benchmark Sampling Requirements

1. Operators of concrete batch plants authorized under this general permit shall sample the stormwater runoff from the concrete batch plants according to the requirements of this section of this general permit, and must conduct evaluations on the effectiveness of the SWP3 based on the following benchmark monitoring values:

Table 1. Benchmark Parameters

Benchmark Parameter	Benchmark Value	Sampling Frequency	Sample Type
Oil and Grease (*1)	15 mg/L	1/quarter (*2) (*3)	Grab (*4)
Total Suspended Solids (*1)	50 mg/L	1/quarter (*2) (*3)	Grab (*4)
pH	6.0 – 9.0 Standard Units	1/quarter (*2) (*3)	Grab (*4)
Total Iron (*1)	1.3 mg/L	1/quarter (*2) (*3)	Grab (*4)

(*1) All analytical results for these parameters must be obtained from a laboratory that is accredited based on rules located in 30 TAC § 25.4 (a) or through the National Environmental Laboratory Accreditation Program (NELAP). Analysis must be performed using sufficiently sensitive methods for analysis that comply with the rules located in 40 CFR §§ 136.1(c) and 122.44(i)(1)(iv).

(*2) When discharge occurs. Sampling is required within the first 30 minutes of discharge. If it is not practicable to take the sample, or to complete the sampling, within the first 30 minutes, sampling must be completed within the first hour of discharge. If sampling is not completed within the first 30 minutes of discharge, the reason must be documented and attached to all required reports and records of the sampling activity.

(*3) Sampling must be conducted at least once during each of the following periods. The first sample must be collected during the first full quarter that a stormwater discharge occurs from a concrete batch plant authorized under this general permit.

January through March
April through June
July through September
October through December

For projects lasting less than one full quarter, a minimum of one sample shall be collected, provided that a stormwater discharge occurred at least once following submission of the NOI or following the date that automatic authorization was obtained under Part II.E.2., and prior to terminating coverage.

(*4) A grab sample shall be collected from the stormwater discharge resulting from a storm event that is at least 0.1 inches of measured precipitation that occurs at least 72 hours from the previously measurable storm event. The sample shall be collected downstream of the concrete batch plant, and where the discharge exits any BMPs utilized to handle the runoff from the batch plant, prior to commingling with any other water authorized under this general permit.

2. The permittee must compare the results of sample analyses to the benchmark values above, and must include this comparison in the overall assessment of the SWP3's effectiveness. Analytical results that exceed a benchmark value are not a violation of this permit, as these values are not numeric effluent limitations. Results of analyses are indicators that modifications of the SWP3 should be assessed and may be necessary to protect water quality. The operator must investigate the cause for each exceedance and must document the results of this investigation in the SWP3 by the end of the quarter following the sampling event.

The operator's investigation must identify the following:

- (a) any additional potential sources of pollution, such as spills that might have occurred;
- (b) necessary revisions to good housekeeping measures that are part of the SWP3;
- (c) additional BMPs, including a schedule to install or implement the BMPs; and
- (d) other parts of the SWP3 that may require revisions in order to meet the goal of the benchmark values.

Background concentrations of specific pollutants may also be considered during the investigation. If the operator is able to relate the cause of the exceedance to background concentrations, then subsequent exceedances of benchmark values for that pollutant may be resolved by referencing earlier findings in the SWP3. Background concentrations may be identified by laboratory analyses of samples of stormwater run-on to the permitted facility, by laboratory analyses of samples of stormwater run-off from adjacent non-industrial areas, or by identifying the pollutant is a naturally occurring material in soils at the site.

Section B. Best Management Practices (BMPs) and SWP3 Requirements

Minimum SWP3 Requirements – The following are required in addition to other SWP3 requirements listed in this general permit, which include, but are not limited to the applicable requirements located in Part III.F.8. of this general permit, as follows:

1. Description of Potential Pollutant Sources – The SWP3 must provide a description of potential sources (activities and materials) that can cause, have a reasonable potential to cause or contribute to a violation of water quality standards or have been found to cause, or contribute to, the loss of a designated use of surface water in the state in stormwater discharges associated with concrete batch plants authorized under this permit. The SWP3 must describe the implementation of practices that will be used to minimize to the extent practicable the discharge of pollutants in stormwater discharges associated with industrial activity and non-stormwater discharges (described in Part II.A.3. of this general permit), in compliance with the terms and conditions of this general permit, including the protection of water quality, and must ensure the implementation of these practices.

The following must be developed, at a minimum, in support of developing this description:

- (a) Drainage – The site map must include the following information:
 - i. the location of all outfalls for stormwater discharges associated with concrete batch plants that are authorized under this permit;
 - ii. a depiction of the drainage area and the direction of flow to the outfall(s);
 - iii. structural controls used within the drainage area(s);

- iv. the locations of the following areas associated with concrete batch plants that are exposed to precipitation: vehicle and equipment maintenance activities (including fueling, repair, and storage areas for vehicles and equipment scheduled for maintenance); areas used for the treatment, storage, or disposal of wastes; liquid storage tanks; material processing and storage areas; and loading and unloading areas; and
 - v. the locations of the following: any bag house or other dust control device(s); recycle/sedimentation pond, clarifier or other device used for the treatment of facility wastewater (including the areas that drain to the treatment device); areas with significant materials; and areas where major spills or leaks have occurred.
- (b) Inventory of Exposed Materials – A list of materials handled at the concrete batch plant that may be exposed to stormwater and precipitation and that have a potential to affect the quality of stormwater discharges associated with concrete batch plants that are authorized under this general permit.
 - (c) Spills and Leaks – A list of significant spills and leaks of toxic or hazardous pollutants that occurred in areas exposed to stormwater and precipitation and that drain to stormwater outfalls associated with concrete batch plants authorized under this general permit must be developed, maintained, and updated as needed.
 - (d) Sampling Data – A summary of existing stormwater discharge sampling data must be maintained, if available.
2. Measures and Controls – The SWP3 must include a description of management controls to regulate pollutants identified in the SWP3's "Description of Potential Pollutant Sources" from Part V.B.1. of this permit, and a schedule for implementation of the measures and controls. This must include, at a minimum:
 - (a) Good Housekeeping – Good housekeeping measures must be developed and implemented in the area(s) associated with concrete batch plants.
 - i. Operators must prevent or minimize the discharge of spilled cement, aggregate (including sand or gravel), settled dust, or other significant materials from paved portions of the site that are exposed to stormwater. Measures used to minimize the presence of these materials may include regular sweeping or other equivalent practices. These practices must be conducted at a frequency that is determined based on consideration of the amount of industrial activity occurring in the area and frequency of precipitation, and shall occur at least once per week when cement or aggregate is being handled or otherwise processed in the area.
 - ii. Operators must prevent the exposure of fine granular solids, such as cement, to stormwater. Where practicable, these materials must be stored in enclosed silos, hoppers or buildings, in covered areas, or under covering.
 - (b) Spill Prevention and Response Procedures – Areas where potential spills that can contribute pollutants to stormwater runoff and precipitation, and the drainage areas from these locations, must be identified in the SWP3. Where appropriate, the SWP3 must specify material handling procedures, storage requirements, and use of equipment. Procedures for cleaning up spills must be identified in the SWP3 and made available to the appropriate personnel.
 - (c) Inspections – Qualified facility personnel (i.e., a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) must be identified to inspect designated equipment and areas of the facility specified in the SWP3. Personnel conducting these inspections are not required to have signatory authority for inspection reports under 30 TAC § 305.128. Inspections of facilities in operation must be performed

once every seven (7) days. Inspections of facilities that are not in operation must be performed at a minimum of once per month. The current inspection frequency being implemented at the facility must be recorded in the SWP3. The inspection must take place while the facility is in operation and must, at a minimum, include all areas that are exposed to stormwater at the site, including material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, truck wash down and equipment cleaning areas. Follow-up procedures must be used to ensure that appropriate actions are taken in response to the inspections. Records of inspections must be maintained and be made readily available for inspection upon request.

- (d) Employee Training – An employee training program must be developed to educate personnel responsible for implementing any component of the SWP3, or personnel otherwise responsible for stormwater pollution prevention, with the provisions of the SWP3. The frequency of training must be documented in the SWP3, and at a minimum, must consist of one (1) training prior to the initiation of operation of the concrete batch plant.
 - (e) Record Keeping and Internal Reporting Procedures – A description of spills and similar incidents, plus additional information that is obtained regarding the quality and quantity of stormwater discharges, must be included in the SWP3. Inspection and maintenance activities must be documented and records of those inspection and maintenance activities must be incorporated in the SWP3.
 - (f) Management of Runoff – The SWP3 shall contain a narrative consideration for reducing the volume of runoff from concrete batch plants by diverting runoff or otherwise managing runoff, including use of infiltration, detention ponds, retention ponds, or reusing of runoff.
3. Comprehensive Compliance Evaluation – At least once per year, one or more qualified personnel (i.e., a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) shall conduct a compliance evaluation of the plant. The evaluation must include the following:
- (a) visual examination of all areas draining stormwater associated with regulated concrete batch plants for evidence of, or the potential for, pollutants entering the drainage system. These include, but are not limited to: cleaning areas, material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, and truck wash down and equipment cleaning areas. Measures implemented to reduce pollutants in runoff (including structural controls and implementation of management practices) must be evaluated to determine if they are effective and if they are implemented in accordance with the terms of this permit and with the permittee's SWP3. The operator shall conduct a visual inspection of equipment needed to implement the SWP3, such as spill response equipment.
 - (b) based on the results of the evaluation, the following must be revised as appropriate within two (2) weeks of the evaluation: the description of potential pollutant sources identified in the SWP3 (as required in Part V.B.1., "Description of Potential Pollutant Sources"); and pollution prevention measures and controls identified in the SWP3 (as required in Part V.B.2., "Measures and Controls"). The revisions may include a schedule for implementing the necessary changes.
 - (c) the permittee shall prepare and include in the SWP3 a report summarizing the scope of the evaluation, the personnel making the evaluation, the date(s) of the evaluation, major observations relating to the implementation of the SWP3, and actions taken in response to the findings of the evaluation. The report must identify any incidents of noncompliance. Where the report does not identify incidences of noncompliance, the report must contain a statement that the evaluation did not identify any

incidence(s), and the report must be signed according to 30 TAC § 305.128 (relating to Signatories to Reports).

- (d) the Comprehensive Compliance Evaluation may substitute for one of the required inspections delineated in Part V.B.2.(c) of this general permit.

Section C. Prohibition of Wastewater Discharges

Wastewater discharges associated with concrete production including wastewater disposal by land application are not authorized under this general permit. These wastewater discharges must be authorized under an alternative TCEQ water quality permit or otherwise disposed of in an authorized manner. Discharges of concrete truck wash out at construction sites may be authorized if conducted in accordance with the requirements of Part VI of this general permit.

Part VI. Concrete Truck Wash Out Requirements

This general permit authorizes the land disposal of wash out from concrete trucks at construction sites regulated under this general permit, provided the following requirements are met. Any discharge of concrete production wastewater to surface water in the state must be authorized under a separate TCEQ general permit or individual permit.

- A. Discharge of concrete truck wash out water to surface water in the state, including discharge to storm sewers, is prohibited by this general permit.
- B. Concrete truck wash out water shall be disposed in areas at the construction site where structural controls have been established to prevent discharge to surface water in the state, or to areas that have a minimal slope that allow infiltration and filtering of wash out water to prevent discharge to surface water in the state. Structural controls may consist of temporary berms, temporary shallow pits, temporary storage tanks with slow rate release, or other reasonable measures to prevent runoff from the construction site.
- C. Wash out of concrete trucks during rainfall events shall be minimized. The discharge of concrete truck wash out water is prohibited at all times, and the operator shall insure that its BMPs are sufficient to prevent the discharge of concrete truck wash out as the result of rainfall or stormwater runoff.
- D. The disposal of wash out water from concrete trucks, made under authorization of this general permit must not cause or contribute to groundwater contamination.
- E. If a SWP3 is required to be implemented, the SWP3 shall include concrete wash out areas on the associated site map.

Part VII. Retention of Records

The permittee must retain the following records for a minimum period of three (3) years from the date that a NOT is submitted as required in Part II.F.1. and 2. of this permit. For activities in which a NOT is not required, records shall be retained for a minimum period of three (3) years from the date that the operator terminates coverage under Section II.F.3. of this permit. Records include:

- A. a copy of the SWP3;
- B. all reports and actions required by this permit, including a copy of the TCEQ construction site notice;
- C. all data used to complete the NOI, if an NOI is required for coverage under this general permit; and
- D. all records of submittal of forms submitted to the operator of any MS4 receiving the discharge and to the secondary operator of a large construction site, if applicable.

Part VIII. Standard Permit Conditions

- A.** The permittee has a duty to comply with all permit conditions. Failure to comply with any permit condition is a violation of the permit and statutes under which it was issued (CWA and TWC), and is grounds for enforcement action, for terminating, revoking and reissuance, or modification, or denying coverage under this general permit, or for requiring a discharger to apply for and obtain an individual TPDES permit, based on rules located in TWC § 23.086, 30 TAC § 305.66, and 40 CFR § 122.41 (a).
- B.** Authorization under this general permit may be modified, suspended, revoked and reissued, terminated or otherwise suspended for cause, based on rules located in TWC § 23.086, 30 TAC § 305.66, and 40 CFR § 122.41(f). Filing a notice of planned changes or anticipated non-compliance by the permittee does not stay any permit condition. The permittee must furnish to the executive director, upon request and within a reasonable time, any information necessary for the executive director to determine whether cause exists for modifying, revoking and reissuing, terminating or, otherwise suspending authorization under this permit, based on rules located in TWC § 23.086, 30 TAC § 305.66, and 40 CFR § 122.41 (h). Additionally, the permittee must provide to the executive director, upon request, copies of all records that the permittee is required to maintain as a condition of this general permit.
- C.** It is not a defense for a discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the permit conditions.
- D.** Inspection and entry shall be allowed under TWC Chapters 26-28, Texas Health and Safety Code §§ 361.032-361.033 and 361.037, and 40 CFR § 122.41(i). The statement in TWC § 26.014 that commission entry of a facility shall occur according to 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 or site, but merely describes the commission's duty to observe appropriate rules and regulations during an inspection.
- E.** The discharger is subject to administrative, civil, and criminal penalties, as applicable, under TWC Chapter 7 for violations including but not limited to the following:
 - 1. 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 CWA § 402, or any requirement imposed in a pretreatment program approved under CWA §§ 402(a)(3) or 402(b)(8);
 - 2. knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under a permit, including monitoring reports or reports of compliance or noncompliance; and
 - 3. knowingly violating CWA §303 and placing another person in imminent danger of death or serious bodily injury.
- F.** All reports and other information requested by the executive director must be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
- G.** Authorization under this general permit does not convey property or water rights of any sort and does not grant any exclusive privilege.
- H.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

- I.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems that are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.
- J.** The permittee shall comply with the monitoring and reporting requirements in 40 CFR § 122.41(j) and (l), as applicable.
- K.** Analysis must be performed using sufficiently sensitive methods for analysis that comply with the rules located in 40 CFR §§ 136.1(c) and 122.44(i)(1)(iv).

Part IX. Fees

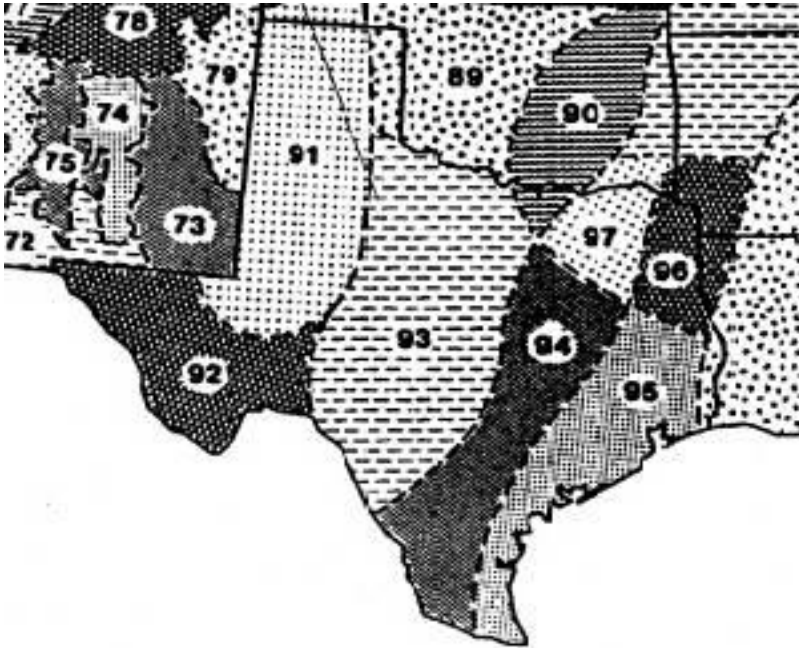
- A.** A fee of must be submitted along with the NOI:
 - 1. \$225 if submitting an NOI electronically, or
 - 2. \$325 if submitting a paper NOI.
- B.** Fees are due upon submission of the NOI. An NOI will not be declared administratively complete unless the associated fee has been paid in full.
- C.** No separate annual fees will be assessed for this general permit. The Water Quality Annual Fee has been incorporated into the NOI fees as described above.

Appendix A: Automatic Authorization

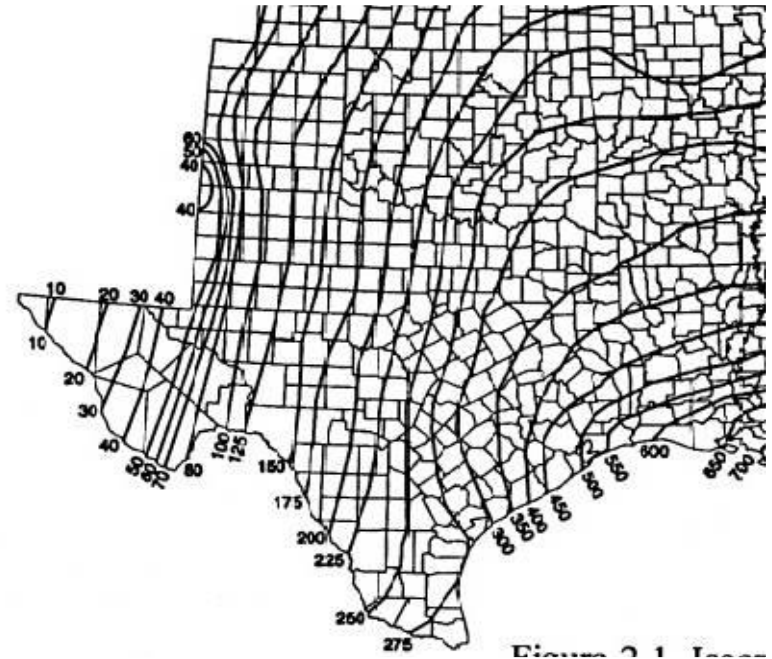
Periods of Low Erosion Potential by County – Eligible Date Ranges

Andrews: Nov. 15 - Apr. 30	Foard: Dec. 15 - Feb. 14
Archer: Dec. 15 - Feb. 14	Gaines: Nov. 15 - Apr. 30
Armstrong: Nov. 15 - Apr. 30	Garza: Nov. 15 - Apr. 30
Bailey: Nov. 1 - Apr. 30, or Nov. 15 - May 14	Glasscock: Nov. 15 - Apr. 30
Baylor: Dec. 15 - Feb. 14	Hale: Nov. 15 - Apr. 30
Borden: Nov. 15 - Apr. 30	Hall: Feb. 1 - Mar. 30
Brewster: Nov. 15 - Apr. 30	Hansford: Nov. 15 - Apr. 30
Briscoe: Nov. 15 - Apr. 30	Hardeman: Dec. 15 - Feb. 14
Brown: Dec. 15 - Feb. 14	Hartley: Nov. 15 - Apr. 30
Callahan: Dec. 15 - Feb. 14	Haskell: Dec. 15 - Feb. 14
Carson: Nov. 15 - Apr. 30	Hockley: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30
Castro: Nov. 15 - Apr. 30	Howard: Nov. 15 - Apr. 30
Childress: Dec. 15 - Feb. 14	Hudspeth: Nov. 1 - May 14
Cochran: Nov. 1 - Apr. 30, or Nov. 15 - May 14	Hutchinson: Nov. 15 - Apr. 30
Coke: Dec. 15 - Feb. 14	Irion: Dec. 15 - Feb. 14
Coleman: Dec. 15 - Feb. 14	Jeff Davis: Nov. 1 - Apr. 30 or Nov. 15 - May 14
Collingsworth: Jan. 1 - Mar. 30, or Dec. 1 - Feb. 28	Jones: Dec. 15 - Feb. 14
Concho: Dec. 15 - Feb. 14	Kent: Nov. 15 - Jan. 14 or Feb. 1 - Mar. 30
Cottle: Dec. 15 - Feb. 14	Kerr: Dec. 15 - Feb. 14
Crane: Nov. 15 - Apr. 30	Kimble: Dec. 15 - Feb. 14
Crockett: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30	King: Dec. 15 - Feb. 14
Crosby: Nov. 15 - Apr. 30	Kinney: Dec. 15 - Feb. 14
Culberson: Nov. 1 - May 14	Knox: Dec. 15 - Feb. 14
Dallam: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30	Lamb: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30
Dawson: Nov. 15 - Apr. 30	Loving: Nov. 1 - Apr. 30, or Nov. 15 - May 14
Deaf Smith: Nov. 15 - Apr. 30	Lubbock: Nov. 15 - Apr. 30
Dickens: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30	Lynn: Nov. 15 - Apr. 30
Dimmit: Dec. 15 - Feb. 14	Martin: Nov. 15 - Apr. 30
Donley: Jan. 1 - Mar. 30, or Dec. 1 - Feb. 28	Mason: Dec. 15 - Feb. 14
Eastland: Dec. 15 - Feb. 14	Maverick: Dec. 15 - Feb. 14
Ector: Nov. 15 - Apr. 30	McCulloch: Dec. 15 - Feb. 14
Edwards: Dec. 15 - Feb. 14	Menard: Dec. 15 - Feb. 14
El Paso: Jan. 1 - Jul. 14, or May 15 - Jul. 31, or Jun. 1 - Aug. 14, or Jun. 15 - Sept. 14, or Jul. 1 - Oct. 14, or Jul. 15 - Oct. 31, or Aug. 1 - Apr. 30, or Aug. 15 - May 14, or Sept. 1 - May 30, or Oct. 1 - Jun. 14, or Nov. 1 - Jun. 30, or Nov. 15 - Jul. 14	Midland: Nov. 15 - Apr. 30
Fisher: Dec. 15 - Feb. 14	Mitchell: Nov. 15 - Apr. 30
Floyd: Nov. 15 - Apr. 30	Moore: Nov. 15 - Apr. 30
	Motley: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30
	Nolan: Dec. 15 - Feb. 14
	Oldham: Nov. 15 - Apr. 30

Parmer: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30	Swisher: Nov. 15 - Apr. 30
Pecos: Nov. 15 - Apr. 30	Taylor: Dec. 15 - Feb. 14
Potter: Nov. 15 - Apr. 30	Terrell: Nov. 15 - Apr. 30
Presidio: Nov. 1 - Apr. 30, or Nov. 15 - May 14	Terry: Nov. 15 - Apr. 30
Randall: Nov. 15 - Apr. 30	Throckmorton: Dec. 15 - Feb. 14
Reagan: Nov. 15 - Apr. 30	Tom Green: Dec. 15 - Feb. 14
Real: Dec. 15 - Feb. 14	Upton: Nov. 15 - Apr. 30
Reeves: Nov. 1 - Apr. 30, or Nov. 15 - May 14	Uvalde: Dec. 15 - Feb. 14
Runnels: Dec. 15 - Feb. 14	Val Verde: Nov. 15 - Jan. 14, or Feb. 1 - Mar. 30
Schleicher: Dec. 15 - Feb. 14	Ward: Nov. 1 - Apr. 14, or Nov. 15 - Apr. 30
Scurry: Nov. 15 - Apr. 30	Wichita: Dec. 15 - Feb. 14
Shackelford: Dec. 15 - Feb. 14	Wilbarger: Dec. 15 - Feb. 14
Sherman: Nov. 15 - Apr. 30	Winkler: Nov. 1 - Apr. 30, or Nov. 15 - May 14
Stephens: Dec. 15 - Feb. 14	Yoakum: Nov. 1 - Apr. 30, or Nov. 15 - May 14
Sterling: Nov. 15 - Apr. 30	Young: Dec. 15 - Feb. 14
Stonewall: Dec. 15 - Feb. 14	Wheeler: Jan. 1 - Mar. 30, or Dec. 1 - Feb. 28
Sutton: Dec. 15 - Feb. 14	Zavala: Dec. 15 - Feb. 14

Appendix B: Storm Erosivity (EI) Zones in Texas**Figure B.** EI Distribution Zones

Adapted from Chapter 2 of USDA Agriculture Handbook 703: "Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U.S. Department of Agriculture, Agricultural Research Service

Appendix C: Isoerodent Map**Figure C.** Isoerodent Map of Texas. Units are hundreds $\text{ft} \cdot \text{tonf} \cdot \text{in} (\text{ac} \cdot \text{h} \cdot \text{yr})^{-1}$

Adapted from Chapter 2 of USDA Agriculture Handbook 703: "Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U.S. Department of Agriculture, Agricultural Research Service

Appendix D: Erosivity Indices for EI Zones in Texas

Table D. EI as percentage of average annual computed selected geographic areas (EI number) by date period (month/day).

		Date Periods* (Month/Day)																							
EI #	1/1	1/16	1/31	2/15	3/1	3/16	3/31	4/15	4/30	5/15	5/30	6/14	6/29	7/14	7/29	8/13	8/28	9/12	9/27	10/12	10/27	11/11	11/26	12/11	12/31
89	0	1	1	2	3	4	7	2	8	27	38	48	55	62	69	76	83	90	94	97	98	99	100	100	100
90	0	1	2	3	4	6	8	13	21	29	37	46	54	60	65	69	74	81	87	92	95	97	98	99	100
91	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100	100
92	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100	100
93	0	1	1	2	3	4	6	8	13	25	40	49	56	62	67	72	76	80	85	91	97	98	99	99	100
94	0	1	2	4	6	8	10	15	21	29	38	47	53	57	61	65	70	76	83	88	91	94	96	98	100
95	0	1	3	5	7	9	11	14	18	27	35	41	46	51	57	62	68	73	79	84	89	93	96	98	100
96	0	2	4	6	9	12	17	23	30	37	43	49	54	58	62	66	70	74	78	82	86	90	94	97	100
97	0	1	3	5	7	10	14	20	28	37	48	56	61	64	68	72	77	81	86	89	92	95	98	99	100
106	0	3	6	9	13	17	21	27	33	38	44	49	55	61	67	71	75	78	81	84	86	90	94	97	100

*Each period begins on the date listed in the table above and lasts until the day before the following period. The final period begins on December 11 and ends on December 31.

Table adapted from Chapter 2 of USDA Agriculture Handbook 703: "Predicting Soil Erosion by Water: A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U.S. Department of Agriculture, Agricultural Research Service.

Appendix F

Miscellaneous Documents



SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Stormwater Program
TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of stormwater runoff from small construction sites. Additional information regarding the TCEQ stormwater permit program may be found on the internet at:

http://www.tceq.state.tx.us/nav/permits/wq_construction.html

Operator Name:	JIM/RB, LLC
Contact Name and Phone Number:	Joseph Irie Montes 936-556-1395
Project Description: <i>Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized</i>	Located along Old Tyler Road Nacogdoches, TX 75964 October 2024 to April 2027
Location of Stormwater Pollution Prevention Plan:	JIM/RB, LLC

For Small Construction Activities Authorized Under Part II.E.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I Joseph Irie Montes (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.E.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A stormwater pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title _____ Date _____

_____ Date Notice Removed

_____ MS4 operator notified per Part II.F.3.

REQUIRED ACTIVITIES TO PERFORM

- 1) Post Construction Site Notice (Appendix F) by main entrance/exit to be visible by the public. The site notice must be maintained for the duration of the construction and final stabilization.
- 2) Record and date major disturbance activities on the Record of Disturbance /Stabilization Activities form (Appendix C).
- 3) Pen and ink changes can be made to any part of the SWP3 as long as no TPDES Permit requirements are deleted or omitted.
- 4) Identify the location of every concrete washout facility on the Sediment and Erosion Control site map (Appendix A, Plate A-3) by marking its location and labeling it.
- 5) Complete the Qualifications of the Inspector(s) sheet for each person performing the site inspections (Appendix D).
- 6) Perform site inspections as per Section 5.2 of the SWP3 for the duration of soil disturbing construction activities. Record and date these inspections on the Stormwater Construction Site Inspection Forms (Appendix D).

SUP2026-02 Site Photo

Subject property



PRESENTER: Michael Brown, Fire Chief

ITEM/SUBJECT: Consider and authorize the purchase of a Spartan S-180 Type-1 fire engine from Metro Fire Apparatus Specialists in the amount of \$950,000. (Fire Chief)

SUMMARY/BACKGROUND:

Nacogdoches Fire and Rescue seeks Council authorization to purchase one (1) Type-1 fire engine to replace an aging reserve apparatus currently in service. The recommended purchase is the result of a comprehensive, committee-led evaluation and hands-on testing process focused on operational performance, firefighter safety, lifecycle cost, and long-term serviceability. Funding for this purchase is included in the FY 2025–2026 adopted budget.

A Type-1 fire engine is a full-size structural fire apparatus designed for municipal fire protection and all-hazards response. Consistent with NFPA standards, Type-1 engines are equipped with a high-capacity fire pump, onboard water tank, and essential firefighting equipment, and are intended to serve as a community's primary structural firefighting apparatus. These units serve as the primary response apparatus for structure fires, vehicle fires, rescue incidents, and other emergency operations within the City.

The apparatus proposed for replacement is a 1997 model that has exceeded its expected service life and accumulated significant operational hours. As the unit has aged, maintenance demands have increased, parts availability has declined, and repair times have lengthened, resulting in higher lifecycle costs, increased out-of-service time, and reduced fleet reliability.

To ensure responsible stewardship of public funds, the Fire Department conducted an extensive evaluation process involving command staff, line personnel, and fleet maintenance. The committee assessed operational needs, safety features, ergonomics, maintenance considerations, and long-term ownership costs. Members also conducted hands-on evaluations of multiple Type-1 engines from various manufacturers, allowing for direct comparison prior to making a final recommendation.

The selected apparatus is built on a Spartan Fire Apparatus chassis utilizing non-proprietary, commercially available components. This design supports improved parts availability, reduced maintenance costs, and minimized downtime over the service life of the engine. As part of the Department's due diligence and risk-management review, feedback was solicited from multiple fire departments currently operating Spartan apparatus to assess reliability, service support, and overall user satisfaction, which informed the final selection.

The purchase will be completed through an approved cooperative purchasing program, ensuring compliance with procurement requirements while securing competitive bid pricing. The apparatus is available for delivery in approximately six (6) weeks, avoiding the extended lead times common in the current apparatus market.

Approval of this item supports proactive fleet replacement, enhances firefighter safety, and ensures the Fire Department maintains a reliable and effective emergency response capability for the City.

FINANCIAL:

Included in the fiscal year 2025/2026 budget:

Account Number: 01 86.680.20

Account Name: Capital Equipment

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Mike Brown, Fire Chief
brownm@nactx.us
(936) 559-2541

ATTACHMENTS: 1. Spartan S-180

SPARTAN S-180

A FULLY CUSTOMIZED STOCK TRUCK PLATFORM



THE SPARTAN DIFFERENCE - BUILT-IN SAFETY AND INNOVATIONS

The Spartan S-180 Engine is designed to provide quick, efficient, and reliable performance during critical emergency situations. **These engines are built on proven, road-ready base models, which helps to streamline the production process and cut manufacturing time in half.** The S-180 offers flexible configurations and features that allow for rapid customization, ensuring the engine can be tailored to meet specific requirements. Despite the fast production and customization capabilities, **Spartan maintains its commitment to uncompromised quality.** The S-180 ensures strength, safety, ample storage, and comfort, all while minimizing delays in getting the engine into service. After production, these engines will move to our make ready facilities for further customization.

STANDARD FEATURES

- Spartan Metro Star EMFD Chassis
- Customized Color Combinations
- Line-X Interior Finish
- Barrier Cab Doors with Power Windows and Door Locks
- Cummins X12 500 HP Engine
- Allison EVS 4000 Transmission
- Electronic Stability Control Braking System (ESC)
- Independent Front Suspension (IFS)
- 17" Disc Brakes at Front & Rear Axles
- Galvanized Frame Rails and Frame Liners
- 21" Extended Extreme Duty Front Bumper
- Alcoa Aluminum Wheels with Dura-Bright Coating
- Michelin Regional Tread Tires
- H.O. Bostrom Seats with IMMI Smart Dock
- RH Side & Rearview Camera System
- Aluminum 156" Body with Smart Storage
- ROM GEN IV Painted Roll-up Doors
- Two (2) OnScene LED Full-Length Lights per Compartment
- "A" Frame Hose Bed Cover with Interior Handrails
- Waterous 2000 GPM Pump rated at 1500 GPM
- FoamPro Class A Foam System
- Heavy Duty Light Shields with Handrail Cutouts
- Pump Panel Scene Lighting & Air Horn Controls
- 2.5" Front Bumper Discharge
- Two (2) 1 3/4" Crosslays & One (1) 2 1/2" Crosslay
- TFT Hurricane Deck Gun with 18" Extend-A-Gun
- Hannay Booster Reel with 200 ft. of 1" Hose
- Whelen Emergency Lighting Featuring DVI™
- Six (6) Whelen Pioneer Scene Lighting
- 2-Year Bumper-to-Bumper Warranty



SPARTAN S-180

WE HAVE DONE ALL THE HARD WORK FOR YOU



MODEL OPTIONS

Model 3106

Tank Size: 1000/20
Side Mount Pump Panel



Model 3116

Tank Size: 1000/20
Top Mount Pump Panel



Model 3114

Tank Size: 750/20
Side Mount Pump Panel



Model 3120

Tank Size: 750/20
Top Mount Pump Panel



CHASSIS FEATURES

- Spacious Cab Construction
- 10" Raised Roof Over All Seated Positions
- Three-Position Center Dash
- Air Intake and Filter Located Above Radiator
- Safety Restraint Air Bag System
- Seat Belt Retention
- Enhanced Maneuverability

BODY FEATURES

- Vibra Torq Body-Mount System
- Maximized Compartment Space
- Embossed Aluminum Hose Bed Covers
- Hansen Lighted Hand Rails
- RH & LH Position Fuel Fills
- Customized HD Roll-up Door Protection Panels
- SCBA Cylinder Storage in One Location



CUSTOMIZED OUTFITTING AND GRAPHICS PROVIDED BY METRO FIRE





City Council Meeting

Date: February 17, 2026

Agenda Item: 6.G.

PRESENTER: Michael Self, Assistant Fire Chief

ITEM/SUBJECT: Discuss and consider authorizing the City Manager to negotiate an agreement with H2O Partners Inc. to provide professional services as described in the solicitation RFP 2026-10-110 for the development of a hazard mitigation plan. (Assistant Fire Chief/ EMC)

SUMMARY/BACKGROUND: Staff is seeking Council approval to enter into a contract with H2O Partners Inc. to provide professional services for the development of a hazard mitigation action plan. The contract would be for a total of \$76,960.00. The funds for this project will be reimbursed to the city through a grant from the Texas General Land office (Grant 22-130-096-F495).

Staff issued a request for proposal in December 2025 (RFP 2026-10-110) and received responses from 3 firms, including: Grant Works, H2O Partners Inc., and Langford Community Management Services. The submittals were scored by a staff panel consisting of representatives from Engineering, Fire, Community Services, Police. Scores were based on qualifications and experience, project team experience, cost proposal and value, and references. H2O Partners Inc. received the highest rating from the staff panel. The proposed costs were as follows: Grant Works - \$96,000.00, Langford Community Management Services- \$100,000.00, H2O Partners- \$76,960.00.

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT:

ATTACHMENTS: 1. Council Documentation

City of Nacogdoches - Hazard Mitigation Action Plan				GrantWorks		H2O	Langford
40	Qualifications & Experience						
	Brown			35	39		36
	Self			35	39		38
	Vickery			36	37		36
	Allen			33	39		33
	Weems			36	39		38
15	Project Team & Key Personnel						
	Brown			12	15		13
	Self			12	14		12
	Vickery			12	13		12
	Allen			10	14		13
	Weems			14	15		13
30	Cost Proposal & Value						
	Brown			22	30		27
	Self			24	30		27
	Vickery			26	27		20
	Allen			27	30		24
	Weems			28	29		23
15	References & Value Added						
	Brown			11	13		12
	Self			13	14		14
	Vickery			14	15		13
	Allen			10	15		11
	Weems			12	12		15
100	Total Points			84.4	95.8		86



PROPOSAL FOR:

The City of Nacogdoches, Texas

RFP# 2026-10-110 Hazard Mitigation Plan Action Services

January 26, 2026

Submitted to:

City of Nacogdoches, TX

ATTN: Nacogdoches Fire and Rescue

212 East Pilar St.

Nacogdoches, TX 75961

Submitted by:

H2O Partners, Inc.

Contact: Julie Wickert

1515 S. Capital of Texas Hwy, Suite #305

Austin, Texas 78746

TAB D COST PROPOSAL

1. Cost Proposal

All-inclusive price. The Price Detail Table below presents milestone and Grand Total pricing that covers all services required to accomplish the scope of work outlined in the solicitation; the pricing includes all necessary fees and charges needed to complete this work.

Pricing presented here assumes that the Hazard Mitigation Plan will include the participating jurisdictions of Nacogdoches County, the City of Appleby, City of Cushing, City of Chireno, and City of Garrison in addition to the City of Nacogdoches. Additional jurisdictions can be included in the Plan for \$4,500 each.

Price Detail Table

Description	Amount
Hazard Mitigation Plan Development	
DEVELOPING PLANNING PROCESS: Organize Planning Committee and Develop Planning Process and Goals; Develop Capability Assessment and Conduct Kick-off Workshop and Public Meeting	\$12,350
RISK AND VULNERABILITY ASSESSMENT: Identify/Review Hazards and Develop Risk Assessment Report and GIS Maps; Finalize Risk and Vulnerability Assessment; Conduct Risk Workshop and Public Meeting	\$18,070
MITIGATION STRATEGY DEVELOPMENT: Incorporate Information from Risk/Capability Assessment; Analyze Previous Mitigation Actions; Conduct Mitigation Workshop and Public Meeting; Develop/Prioritize Mitigation Actions	\$19,370
DRAFT, FINALIZE AND MAINTAIN PLAN: Develop draft of Plan; Submit to City for Approval; Incorporate Edits; Finalize and Submit Plan to TDEM; State Review and Approval; Submit to FEMA	\$23,270
PROJECT COMPLETION: Final Presentation; FEMA Approval; Adoption by the City of Nacogdoches and participating jurisdictions	\$3,900
GRAND TOTAL	\$76,960

Potential Cost Savings

With an efficient approach and multiple staff dedicated to the project, H2O offers competitive pricing. By combining meetings, such as having the planning meeting and public meeting on the same day, money is saved on travel expenses. While not typical, another option is to combine meetings by stage, i.e. conducting the risk assessment and mitigation strategy meeting together.

2. Travel and Other Reimbursable Fees

There are no separate charges for travel or other fees. All costs are included in the firm fixed price listed in the Grand Total of the table above.

3. Negotiable Contract Amount

H2O understands that the actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

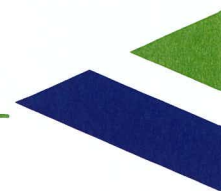


CITY OF NACOGDOCHES, TEXAS

***HAZARD MITIGATION ACTION PLAN SERVICES
RFP 26-10-110***

Texas General Land Office CDBG-MIT Local Hazard Mitigation Plan Program

January 26, 2026



TAB D – COST PROPOSAL

I. Scope of Services

GrantWorks' services include:

Application Preparation Services: GrantWorks will prepare and submit applications to the GLO on behalf of our clients. We will work with Nacogdoches to prepare any inter local agreements for the participants. We will also respond to any Requests for Information (RFI) from the GLO. **GrantWorks does not charge for application preparation or project management services.**

Planning Services: We will work with Nacogdoches to define hazard mitigation plan goals and objectives, detail implementation actions during an agreed-upon planning period, and provide illustrative maps, tables, and graphics of recommendations.

GrantWorks coordinates and hosts two (2) virtual local planning team meetings to discuss community needs and determine goals and objectives during the planning process, and at least two (2) local comment periods. We will also make a final presentation to the local public official body with related final public hearings when the work is substantially complete. We will contact key stakeholders, including County staff, local businesses, and community leaders.

GrantWorks will complete all mapping products in CAD-convertible ArcGIS software, the industry standard. Also, we will provide maps and a copy of the adopted plan to all participants in Adobe PDF digital format.

II. Cost of Services

GrantWorks proposes to complete the Hazard Mitigation Plan activities within the scope of work for a total cost of \$90,000.00 with a base rate of \$70,000.00 for the City of Nacogdoches and an additional \$5,000.00 per participating entity. **Figure 19** reflects the proposed fee schedule breakdown including a list of the anticipated number of participants. Our fee accounts for the complexity of the project, material costs, stakeholder engagement, and level of staffing needed to deliver the services identified in the contract based on the anticipated number of participants.

Figure 19: GrantWorks Fee Schedule

LOCAL HAZARD MITIGATION PLAN	FEDERAL SHARE
Grant Sub-recipient: Nacogdoches, Texas	\$70,000
Participating Entities:	\$20,000
- Nacogdoches County - City of Chierno - City of Cushing - City of Garrison	
Total:	\$90,000

Note: Any fee amount below the maximum grant award up to \$100,000.00 may be reimbursed at a federal cost share of 100% for eligible project activities under the Local Hazard Mitigation Plans Program.

As noted in our Scope of Services, GrantWorks offers project management services associated with the implementation of the Hazard Mitigation Plan at no additional cost. Additionally, GrantWorks' deliverables-based invoice schedule is designed to reduce administrative and financial burden to the city throughout project implementation.

Figure 20 reflects pricing details in alignment with the GLO's deliverable and reimbursement schedule, which involves three (3) milestones.

PROPOSAL FOR

THE CITY OF NACOGDOCHES

HAZARD MITIGATION PLAN UPDATE &

GRANT ADMINISTRATION



Plan Development Cost Estimate

Planner/Plan Development	\$70,000.00
Project Manager	\$25,000.00
Management Costs	\$5,000.00
Total Project Cost	\$100,000.00

Planner/Hazard Mitigation Specialist: Technical and report writing, GIS mapping and analysis, data acquisition, meeting and workshop facilitation.

Project Manager: Primary communicator with all participating jurisdictions in setting up all Planning Team and sub-jurisdictional meetings. Assists in public meetings, news releases and governing board meetings to obtain preliminary and final approval of plan. Facilitates all participating jurisdictions in reporting on community capabilities. Aids in developing mitigation actions that comply with FEMA requirements while also meeting local needs.

DRRA 5% Management Costs: project monitoring, traveling for meetings, develop reimbursement requests, conduct compliance and procurement review, develop quarterly reports, collect and document information for all participating entities, oversee the grant timeline, develop a file system, submit final closeout documentation.

HMA PROJECTS - CAPACITY TO PERFORM

	Project Cost
City of Smithville	
HMGP City wide Drainage Improvement Projects (DR4223, DR4245, DR4266, DR4272)	\$1.5m
City of Elgin	
HMGP Pucket Water Treatment Plant Pump Elevation Project (DR 4223)	\$1.4m
City of Bastrop	
HMGP Piney Ridge Hazardous Fuels Reduction HMGP project (DR 1999)	\$168k
HMGP Emergency Generators for city lift stations (DR4223, DR4245)	\$315k
HMGP City Wide Drainage Improvement Projects (DR4269, DR4272)	\$142k
City of La Feria	
HMGP Rabb Road, AN49 Levee and Evans Canal drainage HMGP projects	\$2.8m
City of Moody	
HMGP Community Safe Room (DR4223)	\$1.1m
Eastland County	
HMGP Lake Leon Dam Improvement Project Phase 1 (DR4223)	\$3.7m



City Council Meeting

Date: February 17, 2026

Agenda Item: 6.H.

PRESENTER: Michael Self, Assistant Fire Chief

ITEM/SUBJECT: Discuss and consider approving signatories for grant #22-130-096-F495 from the Texas General Land Office. (Assistant Fire Chief/EMC)

SUMMARY/BACKGROUND: Staff is requesting Council to approve a resolution as required by the Texas General Land Office, that will give signatory authority to the Mayor, City Manager, Director of Finance, and Assistant Director of Finance for the purposes of executing grant #22-130-096-F495 with the GLO to produce a hazard mitigation plan. Resolution will be # 1407-2-26.(Assistant Fire Chief/ EMC)

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT:

ATTACHMENTS: 1. Resolution 1407-2-26

RESOLUTION NO. 1407-2-26

A RESOLUTION OF THE CITY OF NACOGDOCHES, TEXAS, AUTHORIZING THE DESIGNATING AUTHORIZED SIGNATORIES FOR RELATED CONTRACTUAL AND FINANCIAL DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas General Land Office (GLO) has approved a grant up to \$100 thousand in funds to the City of Nacogdoches for development of a Hazard Mitigation Plan,(Grant 22-130-096-F495); and

WHEREAS, the City of Nacogdoches' current Hazard Mitigation Plan was approved in 2013. The hazard mitigation plan update interval is typically every five years and thus the city hazard mitigation plan requires an update; and

WHEREAS, the City Council finds that it is in the public's interest to move forward with the development of a hazard mitigation plan utilizing the grant that was received from the GLO

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NACOGDOCHES:

SECTION 1. Findings. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Authorized Signatories. The City Council of the City of Nacogdoches, Texas, authorizes the Mayor, City Manager, Director of Finance, and Assistant Director of Finance to submit and execute all required documents for the funding from the Texas General Land Office for the grant for the purpose of updating the City of Nacogdoches Hazard Mitigation Plan.

SECTION 3. Effective Date. This Resolution shall be and become effective from and after its adoption in accordance with the provisions of the Charter of the City of Nacogdoches.

APPROVED AND ADOPTED at a regular meeting of the Nacogdoches City Council on this 17th day of February 2026.

CITY OF NACOGDOCHES

Randy Johnson, Mayor

ATTEST:

Karen Hadnot, City Secretary

APPROVED AS TO FORM:

Jerry Baker, City Attorney

PRESENTER: Jerry Baker, City Attorney

ITEM/SUBJECT: Consider approval of an Ordinance of the City of Nacogdoches, Texas, Amending Chapter 74—"Parks and Recreation", Article IV—"Special Events" by Adding Division 2—"Sound Equipment Permit", of the Code of Ordinances of the City of Nacogdoches, Texas; providing a severability clause; providing a continuation clause; providing a repeal clause; and providing an effective date. (City Attorney)

SUMMARY/BACKGROUND: This ordinance seeks to amend portions of Chapter 74 of the Code of Ordinances by adding another division to Article IV, which pertains to special events. The proposed ordinance would specifically address the use and operation of sound equipment at a special event that has been permitted by the City. The ordinance would require the issuance of a sound equipment permit in addition to the special event permit under Division I of this Article.

Specifically, the ordinance would require that a person seeking a sound equipment permit in association with a special event must complete an application. The application requires that the applicant provide, among other things, a description of the sound equipment to be used and proposed location of its use during the special event. The ordinance proposes a \$25 fee for the sound equipment permit, which may be waived by the City Manager. The ordinance further provides for the basis for suspension and revocation of the permit, and an appeal process for such suspension or revocation.

The ordinance permits a person wishing to use sound equipment for First Amendment activity during a special event, even though the applicant may not be an organizer of the event, by also obtaining a permit. The Parks and Recreation department has created maps to indicate specific areas where permittees may use the sound equipment during the event.

FINANCIAL:

Item is estimated to generate additional revenue: \$25 per permit.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Jerry Baker, City Attorney
(936) 559-2505
bakerj@nactx.us

ATTACHMENTS: 1. Ordinance_74_Sound Equipment

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF NACOGDOCHES, TEXAS, AMENDING CHAPTER 74 – “PARKS AND RECREATION”, ARTICLE IV. – “SPECIAL EVENTS”, OF THE CODE OF ORDINANCES OF THE CITY OF NACOGDOCHES, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONTINUATION CLAUSE; PROVIDING A REPEAL CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, pursuant to Article II, §21 of the Charter of the City of Nacogdoches, the City “shall have exclusive control over all City parks and playgrounds, and to control, regulate and remove all obstructions and prevent all encroachments thereupon; and to provide for raising, grading, filling, terracing, landscape gardening, erecting buildings, providing amusements therein, for establishing walks and paving driveways around, in, and through said parks, playgrounds and other public grounds;” and

WHEREAS, in order to maintain peace and good order within the City, Article II, §22(10) of the Charter further authorizes the City to “prohibit and restrain the flying of kites, firing firearms, fireworks, rolling of hoops and the use of velocipedes, bicycles and skates, or the use and practice of any amusements on the streets or sidewalks to the annoyance of pedestrians or persons using such streets or sidewalks, and to restrain, regulate and prohibit the ringing of bells, or blowing of horns, bugles and whistles, crying of goods and all other noises, practices and performances tending to the collection of persons in the streets or tending, unnecessarily, to interfere with the peace and quietude of the inhabitants of said City, and to suppress and regulate all necessary noises;” and

WHEREAS, the City Council of the City of Nacogdoches has determined to exercise such authority for the allowance and conduct of special events within the territorial limits of the City of Nacogdoches which involve the use of sound equipment as art of the event; and

WHEREAS, the City Council has determined the need to amend certain portions of these ordinances as set forth herein;

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF NACOGDOCHES:

SECTION I

All above premises are hereby found to be true and correct legislative and factual findings.

SECTION II

CHAPTER 74 – “PARKS AND RECREATION”, ARTICLE IV. – “SPECIAL EVENTS” of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended as set hereafter to include the following:

ARTICLE IV. - SPECIAL EVENTS

DIVISION 1. – SPECIAL EVENT PERMIT

Sec. 74-81 Definitions.

City-owned property means any property owned and controlled by the City of Nacogdoches, including any such building, parking lot, driveway, street, alley, sidewalk, park, playground, recreational facility, swimming pool, hiking/bike path, right-of way, or other such property owned and controlled by the City of Nacogdoches.

First Amendment activity means all expressive and associative activity on city-owned property or on any other public street and right-of-way that is protected by the United States and Texas Constitutions, including speech, press, assembly, and the right to petition.

Parade means any assembly, march, demonstration, or procession upon public streets or other rights-of-way within the city, which obstructs, delays, or otherwise interferes with the normal flow of pedestrian or vehicular traffic.

Special event means a temporary event, gathering, or activity, including but not limited to a parade, race, marathon, walk-a-thon, firework display, concert, carnival, or other similar type event or festival, which involve one or more of the following activities:

- 1) closing or partial closing of a public street;
- 2) blocking or restricting city-owned property;
- 3) an event, gathering, or activity held on city-owned property, that is open or advertised to the general public;
- 4) sale of merchandise, food, or beverages on city-owned property;
- 5) erection of a tent equal to or greater than 200 square feet in area on city-owned property;
- 6) installation of a stage, band-shell, trailer, van, grandstand, bleachers or other portable building or structure on city-owned property;
- 7) placement of portable toilets on city-owned property;
- 8) private event, gathering, or activity held on city-owned property, reasonably expected to have attendance of 100 or more people;
- 9) placement of temporary no-parking signs in a public right-of-way or on city-owned property; or

- 10) placement of pedestrian boundary markers on city-owned property.

Sec. 74-82 Special Event Permit.

- (a) It shall be unlawful for any person or entity to hold a special event, sponsor a special event, or otherwise cause a special event to be held, without first having obtained a special event permit from the city, unless such activity is specifically exempted as specified below.
- (b) A special event permit shall not be required for:
 - 1) events conducted entirely on the property of a religious institution, educational institution, school, or university campus;
 - 2) funerals and funeral processions;
 - 3) First Amendment activity conducted entirely on sidewalks, in public parks, or on private property in compliance with traffic laws and any applicable city ordinances;
 - 4) events conducted under the supervision of or with the permission of a governmental entity on property owned, leased, or operated by a governmental entity other than the city;
 - 5) private events, gatherings, or activities with attendance of less than 100 people, unless such event or activity would require the closure of a public street or other city services to be provided; or
 - 6) any other such activities or events deemed by the city manager or the city manager's designee to not require a special events permit.

Sec. 74-83 Special Event Permit Application.

- (a) Any person or entity seeking a special event permit must timely file an application with the department or official designated by the city manager upon forms promulgated by the city.
- (b) Unless otherwise provided by city policy, the special event permit application shall set forth as a minimum the following information:
 - 1) the name, address, e-mail, and telephone number of the applicant, and the sponsor and/or promoter, if different from applicant;
 - 2) the proposed the date(s), time(s), and location(s) for the special event;
 - 3) a description of the activities of the special event;

- 4) any transportation plan, traffic plan, parking plan, or street closure(s) requested for the special event;
 - 5) whether merchandise, food, or beverages will be sold, and details regarding food service and alcohol sales or consumption, if any. A permit for the consumption, possession and/or sale of alcoholic beverages will also be required as part of the application, as provided under section 18-27 of the Code of Ordinances;
 - 6) the location and general description of any of tents, awnings, canopies, food service booths, restroom facilities, fences, barricades, signs, or other temporary structures shall be shown on a map;
 - 7) the estimated number of persons who are expected to attend, per day, for the duration of special event;
 - 8) the location and orientation of sound equipment and any other amplification devices shall be shown on a map. A permit for the use of sound equipment will also be required as part of the application;
 - 9) the intended use of fireworks or pyrotechnical display as part of the special event. A permit for the use of fireworks or pyrotechnics will also be required as part of the application;
 - 10) a map showing streets and pedestrian ways that are impacted, as well as showing ingress and egress for pedestrians and vehicles in connection with the special event;
 - 11) for parades, races, rides, and runs: a route map, approximate number of participants and type of participants (example for parades: animals, floats, etc.). Event organizers are responsible for the timely distribution/promotion of the map/layout of their event and street closure signage;
 - 12) insurance certificates for the special event, if applicable, showing the city as a certificate holder and as an additional insured in the amounts specified by the city manager or the city manager's designee;
 - 13) the date and time when clean-up of the property utilized by the special event will be complete; and
 - 14) any other information which the city manager or the city manager's designee finds is reasonably necessary for the issuance of a special event permit.
- (c) The applicant is responsible for updating the application information prior to the event, as necessary, with any information which may have been unknown at the time

of initial submission of the application or which is determined by city to be incomplete.

- (d) A special event permit shall not be issued until a completed application, together with any additional information, proof of insurance, and payments of all applicable fees/costs are received by the city.

Sec. 74-84 Fees and costs.

- (a) Event permit fees are set by city council and can be found in the Master Fee Schedule, Appendix A to the Code of Ordinances~~at the city secretary office.~~
- (b) Applicant shall pay all required all fees and costs, including site rental, with the special event application, and applicant shall at the same time be required to pay all fees and costs required by other city ordinances to conduct specific activities in conjunction with or as part of a special event.
- (c) If the city determines that a special event may require the special attention and involvement of city personnel or city facilities, the applicant shall be required pay any additional costs to the city within a reasonable time following notification, but no later than fourteen (14) days prior to the date of the event. Failure to pay the additional costs may result in a revocation of the special event permit as provided under section 74-88 below.
- (d) No special event permit fee shall be charged for a First Amendment activity. However, if street closures are requested for activities in conjunction with or as part of such activity, fees may be required for the city's cost to close the street or right-of way for traffic control.
- (e) All or a portion of the event permit fees or costs that may be associated with the special event may be waived by the city manager. The decision to waive special event fees and costs is solely within the discretion of the city manager and may not be the basis of any appeal under Section 74-89.
- (f) Special event permits may be canceled by the applicant by submitting written notification to the city manager or the city manager's designee no less than ten (10) days prior to the date of the event. If a special event is canceled, fees paid in advance for city services which have not already been performed by the city shall be refunded.

Sec. 74-85 Deadline.

The deadlines for submitting special event permit applications may vary depending on the size of the event being planned. However, special event permit applications will not be accepted more than a year in advance of a specific date.

Sec. 74-86 Issuance of Special Event Permit.

- (a) A special event permit will be issued by the city manager or the city manager's designee based upon the information submitted in the application. The city manager or the city manager's designee may reasonably interpret the information in the application, and may consider past experience with the type of event and inaccuracies or omissions in the application.
- (b) A special event permit will be issued only if the city manager or the city manager's designee find that the following requirements, as applicable to the special event, have been met or that adequate provision therefor will be made:
 - 1) all requirements under the Code of Ordinances, including this chapter of the code, city policy, and any applicable state and federal laws are met;
 - 2) the special event will not unnecessarily interfere with the safe and orderly movement of traffic or the public use of a street or sidewalk, or otherwise create a dangerous condition on a street or sidewalk near the location or route of the proposed special event;
 - 3) the special event will not require the diversion of a number of police officers to properly police the special event location and adjacent areas which would significantly impair adequate police protection for the city as a whole;
 - 4) the concentration of people, animals, and vehicles at assembly points will not significantly impair proper fire and police protection or ambulance service to areas at or near the special event location or the city as a whole; and
 - 5) all licenses and permits, restrictions, regulations, fees for the city services, if any, and any additional safeguards or conditions, as promulgated by the city manager or the city manager's designee, have been submitted and approved.
- (c) It is understood that no applicant is assured the ability to close a street. All street closures are subject to approval by, and authorization from, the city council or the chief of police, as set forth in the Code of Ordinances and applicable city policy.
- (d) The applicant for a special event permit shall agree to indemnify the city, its officers, and employees against all claims of injury or damage to any person or property, whether public or private, associated with or arising out of the special event.
- (e) The city manager or the city manager's designee is authorized to interpret the above requirements and has the authority to modify same to fit individual circumstances. The city manager or the city manager's designee is further authorized to require an applicant to institute other safeguards or activities to protect the safety of the public from circumstances which may arise from a specific special event, if determined to be necessary.

Sec. 74-87 Denial of a Special Event Permit.

- (a) The city manager or the city manager's designee shall deny issuance of a special event permit if:
 - 1) the special event will conflict in time or location with another special event or event for which an application has been submitted or approved prior to the one subsequently requested;
 - 2) the special event, if held, would violate any city ordinance or any other applicable state and federal laws law;
 - 3) the applicant failed to complete the application form after being notified of the additional information or documents required;
 - 4) the city manager or the city manager's designee determines that there is a false or misleading statement or omission of material fact on a special event application, and the same is not corrected within the time for submission of an application;
 - 5) the applicant has had a special event permit revoked within the preceding 12 months;
 - 6) the applicant fails to provide proof of a license or other permit required by any city ordinance or applicable state or federal law for the special event;
 - 7) the applicant fails to pay any fees or provide proof that the insurance requirements for the special event; or
 - 8) the special event would significantly impair the delivery of normal or emergency public services or constitutes a public health or safety threat.
- (b) If the city manager or the city manager's designee determines that the special event permit shall be denied, the city manager or the city manager's designee may, but is not required, to present alternatives to the time, place, or manner of the special event that would allow it to occur.

Sec. 74-88 Revocation of a Special Event Permit.

- (a) If the police chief, fire chief, building official, code enforcement officer, community services director (each a "city official"), or the city official's designee determines that any of the provisions of this chapter of the Code of Ordinances, another city ordinance, or applicable state or federal law is being violated, he or she shall immediately notify the city manager, and the city manager shall determine whether the special event permit shall be revoked.

- (b) If the city manager is absent or otherwise unavailable, and if, in the judgment of the city official, a violation exists which requires immediate abatement, the city official shall have authority to revoke a special event permit.
- (c) The city manager may revoke a permit when a false or misleading statement or omission of material fact on a special event application is discovered after the special event permit has been issued.
- (d) Notice and an opportunity to be heard shall be given prior to revocation of a special event permit if the cause for revocation does not involve an imminent threat to the health and safety of an individual or property.
- (e) If the special event permit is revoked for any reason, all activity associated with the special event shall immediately cease. Failure to terminate the activity following revocation of said permit shall constitute a separate offense.
- (f) If the special event permit is revoked, no fees shall be refunded to the applicant/permit holder. The city shall not be liable for any costs or damages associated with the denial or revocation of a special event permit.

Sec. 74-89 Appeal.

- (a) If the city manager or a city official denies or revokes a special event permit, the applicant/permit holder shall be notified of the reasons for the decision to deny or revoke the permit. The decision of the city manager or city official shall be final unless the applicant/permit holder timely appeals the decision to the city council.
- (b) The appeal to the city council shall be filed with the city secretary no later than five (5) business days from the date of the notification of the decision to deny or revoke the special event permit. The appeal must be presented in writing and specify the basis for the appeal.
- (c) The city council, after hearing the appeal, may uphold, reverse, or modify the decision of the city manager or city official. The city council is not required to call a special meeting to accommodate an appeal.

Sec. 74-90 Penalty.

Any person who violates the provisions of this article shall, upon conviction, be fined in accordance with Section 1-14 of the Code of Ordinances.

Secs. 74-91—74-99. - Reserved.

SECTION III

CHAPTER 74 – “PARKS AND RECREATION”, of the Code of Ordinances of the City of Nacogdoches, Texas, is hereby amended to add DIVISION 2. – SOUND EQUIPMENT PERMIT to ARTICLE IV. – “SPECIAL EVENTS”, as set hereafter to include the following:

DIVISION 2. – SOUND EQUIPMENT PERMIT

Sec. 74-100. Permit for sound equipment.

A permit shall be required for the use and operation of any sound equipment, which produces, reproduces, or amplifies sound, including, but not limited to a loudspeaker, loudspeaker system, sound amplifier or any other such machine or device, at a special event authorized under this chapter.

Sec. 74-101. Application for sound equipment permit.

- (a) An application for a sound equipment permit must be timely filed with the city manager or the city manager’s designee, and include:
 - (1) the name, address, and telephone number of the applicant;
 - (2) a description of the type of sound amplifying equipment to be used;
 - (3) a description of the location where the sound equipment is intended to be used, unless a location is specifically designated by the city manager or the city manager’s designee, such as the location for First Amendment activity;
 - (4) the proposed date and time during which the sound equipment will be used;
 - (5) a statement that the applicant agrees to comply with all applicable requirements for issuance of the permit; and
 - (6) any other information reasonably requested by the city manager or the city manager’s designee.
- (b) An application for sound equipment permit must be filed within a reasonable time, but no later than ten (10) days, prior to the date of the special event in which such equipment is to be operated. This provision does not extend any deadlines for applications established for the organizer(s) of a special event under section 74-83 and 74-85.
- (c) At the time of the filing of the application for a sound equipment permit, an applicant shall pay a fee in the amount set forth in the Master Fee Schedule, Appendix A to the Code of Ordinances. The fee may be waived by the city manager. The decision to

waive this fee is solely within the discretion of the city manager and may not be the basis of any appeal.

- (d) The city manager or the city manager's designee shall approve or deny the application for a sound equipment permit no later than thirty (30) days from the date the application is filed and fee is paid by the applicant, unless the applicant is notified in writing that additional information is necessary to consider the application.
- (e) A permit issued hereunder may not be transferred or otherwise assigned by the applicant, unless specifically authorized by the city manager or the city manager's designee.
- (f) The city manager may impose additional conditions and requirements in order to approve the permit.

Sec. 74-102. Suspension or revocation of sound equipment permit.

- (a) A permit may be suspended or revoked by the city manager or the city manager's designee if it is determined:
 - (1) The permit was issued in error;
 - (2) The applicant provided materially false or incomplete information on the permit application; or
 - (3) The person issued the permit fails to comply with any applicable provisions of this chapter.
- (b) If the sound equipment permit is suspended or revoked for any reason, all activity associated with the permit shall immediately cease. Failure to terminate the activity following the suspension or revocation of said permit shall constitute a separate offense.

Sec. 74-103. Appeal.

If an application for a sound equipment permit is denied or a permit that has been issued is subsequently revoked or suspended for any reason, an appeal of the decision may be made in accordance with the procedure specified in Section 74-89.

Sec. 74-104. - Penalty.

Any person who violates the provisions of this article shall, upon conviction, be fined in accordance with section 1-14 of the Code of Ordinances.

SECTION IV

APPENDIX A—MASTER FEE SCHEDULE of the Code of Ordinances of the City of Nacogdoches, Texas, is amended as specified in the attached Exhibit “A”.

SECTION V

Severability. If any word, article, phrase, paragraph, sentence, clause, or provision of this Ordinance shall be held to be invalid or unconstitutional, such holding shall in no way affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end provisions of this Ordinance are declared to be severable.

SECTION VI

Continuation. All provisions of Chapter 74 of the Code of Ordinances existing prior to the date of passage of this Ordinance remain in full force and effect.

SECTION VII

Repeal. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Nacogdoches, and this Ordinance shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with provisions of this Ordinance, in which such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION VIII

Effective Date. This Ordinance shall take effect ten (10) days from its passage and publication as may be required by governing law.

SECTION IX

Proper Notice & Open Meeting. It is hereby officially found and determined the meeting at which this Ordinance was passed was open to the public as required and public notice of time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION X

Official Public Records. The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City of Nacogdoches.

PASSED AND APPROVED this the ____ day of _____, 2026, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches.

ATTEST:

CITY OF NACOGDOCHES

Karen Hadnot, City Secretary

BY: _____
Randy Johnson, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jerry Baker, City Attorney

Jessica Sowell, Director of Community
Services

Exhibit A

CODE OF ORDINANCES CITY OF NACOGDOCHES, TEXAS

Appendix A

Master Fee Schedule

Chapter 74 – PARKS AND RECREATION

Ordinance Reference	Description	Fee
Sec. 74-66	Recreational facility rentals:	
	Gymnastics Birthday Party	\$75.00/less than 12 \$125.00/up to 24 \$10.00 for extra set up time
	Park Pavilion	\$10.00/hour; \$50.00/day
	Liberty Hall	\$140.00/4 hours week day; \$280.00/Saturday, Sunday; Deposit: \$100.00 or \$500.00 w/alcohol
	Washer board rental	\$15.00/set (comes with 6-8 washers) per day
	Pickleball nets, balls, rackets/whiffle ball bases, bat, ball/disc golf discs/badminton nets and racket set	\$0
	Recreation classes:	
	Adult Swing Dance Class	\$5.00/day
	Aikido	\$5.00/day; \$60.00/scan card
	Bodyweight Burn	\$5.00/day
	Clogging	\$7.00/day; \$60.00/scan card
	Fencing	\$50.00/month (4 classes)
	Gymnastics/ Ninja	\$40/month (4 classes)

	Judo	\$5.00/day; \$15.00/month (4 classes)
	Sign Language	\$5.00/day
	Table Tennis	\$2.00/day
	Tai Chi	\$0
	Twirling	\$35.00/month (4 classes)
	Youth Dance	\$35.00/month (4 classes)
	Zumba	\$5.00/day; \$60.00/scan card
	Zumbini	\$10.00/day
	Gym Membership daily/monthly	\$2.00/day; \$20.00/month
	Open gymnastics	\$5.00/day
	Tumble Tots/ homeschool open gym	\$5.00/day per family; \$60.00/scan card
	Other	Varies by type
	Sports Leagues:	
	Adult Softball	\$385.00/team
	Adult Soccer	\$450.00/team; \$45.00/individual
	Adult Futsal	\$175.00/team; \$25.00/individual
	Youth Basketball	\$60.00/player; \$10.00 registration late fee
	Youth Volleyball	\$60.00/player; \$10.00 registration late fee
Sec. 74-84	Special event permit	\$50.00
Sec. 74-101	Sound equipment permit	\$25.00