



# Administrative Package Cover Page

**This file contains the following documents:**

1. Summary of application (in plain language)
    - English
    - Alternative Language (Spanish)
  2. First Notice (NORI-Notice of Receipt of Application and Intent to Obtain a Permit)
    - English
    - Alternative Language (Spanish)
  3. Application materials
- 



# Portada de Paquete Administrativo

**Este archivo contiene los siguientes documentos:**

1. Resumen en lenguaje sencillo (PLS, por sus siglas en inglés) de la actividad propuesta
  - Inglés
  - Idioma alternativo (español)
2. Primer aviso (NORI, por sus siglas en inglés)
  - Inglés
  - Idioma alternativo (español)
3. Solicitud original

*The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.*

Fort Bend County Municipal Utility District No. 229 (CN605778034) operates the Fort Bend County MUD No. 229 Wastewater Treatment Facility (RN111037552), an activated sludge process plant operated in the single stage nitrification mode. The facility is located 4,225 feet southeast of the intersection of Farm-to-Market Road 359 and Fulshear-Gaston Road, in Fort Bend County, Texas 77406.

This application is for a renewal to discharge at a daily average flow of 600,000 gallons per day of treated domestic wastewater.

Discharges from the facility are expected to contain five-day carbonaceous biochemical oxygen demand (CBOD<sub>5</sub>), total suspended solids (TSS), Ammonia-Nitrogen (NH<sub>3</sub>-N), and *Escherichia coli*. Domestic wastewater is treated by an activated sludge process plant and the treatment units include a bar screen, aeration basins, final clarifiers, sludge digesters, and chlorine disinfection.

### **Spanish Translation**

*Se proporciona el siguiente resumen para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por La Comisión de Calidad Ambiental de Texas según lo exige el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no son representaciones federales exigibles de la solicitud de permiso.*

El Distrito de Servicios Públicos Municipales del Condado de Fort Bend No. 229 (CN605778034) opera la Instalación de Tratamiento de Aguas Residuales (RN111037552) MUD No. 229 del Condado de Harris, una planta de procesamiento de lodos activados operada en el modo de nitrificación de una sola etapa. La instalación está ubicada a 4,225 pies al sureste de la intersección de Farm-to-Market Road 359 y Fulshear-Gaston Road, en el condado de Fort Bend, Texas 77406.

Esta solicitud es para una renovación para descargar a un flujo promedio diario de 600,000 galones por día de aguas residuales domésticas tratadas.

Se espera que las descargas de la instalación contengan una demanda bioquímica carbonosa de oxígeno (CBOD<sub>5</sub>) de cinco días, sólidos suspendidos totales (TSS), nitrógeno amoniacal (NH<sub>3</sub>-N) y *Escherichia coli*. Las aguas residuales domésticas son tratadas por una planta de procesamiento de lodos activados y las unidades de tratamiento incluyen una pantalla de barras, cuencas de aireación, clarificadores finales, digestores de lodos y desinfección con cloro.

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# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL

**PERMIT NO. WQ0015881001**

**APPLICATION.** Fort Bend County Municipal Utility District No. 229, 1300 Post Oak Boulevard, Suite 2400, Houston, Texas 77056, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0015881001 (EPA I.D. No. TX0140279) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 600,000 gallons per day. The domestic wastewater treatment facility is located approximately 4,225 feet southeast of the Intersection of Farm-to-Market 359 and Fulshear-Gaston Road, near the city of Fulshear, in Fort Bend County, Texas 77406. The discharge route is from the plant site to an on-site ditch, thence to Fort Bend County Municipal Utility District No. 142 drainage channel, thence to Andrus Creek, thence to Jones Creek which is part of Upper Oyster Creek. TCEQ received this application on July 15, 2025. The permit application will be available for viewing and copying at Fort Bend County Library - Fulshear Branch, 6350 GM Library Road, Fulshear, in Fort Bend County, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.  
<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-95.829444,29.676944&level=18>

**ALTERNATIVE LANGUAGE NOTICE.** Alternative language notice in Spanish is available at: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

**ADDITIONAL NOTICE.** TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

**PUBLIC COMMENT / PUBLIC MEETING.** You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the



opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

**OPPORTUNITY FOR A CONTESTED CASE HEARING.** After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application.** If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

**TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST:** your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

**TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.**

**MAILING LIST.** If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

**INFORMATION AVAILABLE ONLINE.** For details about the status of the application, visit the Commissioners' Integrated Database at [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Search the database using the permit number for this application, which is provided at the top of this notice.

**AGENCY CONTACTS AND INFORMATION.** All public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at [www.tceq.texas.gov/goto/pep](http://www.tceq.texas.gov/goto/pep). Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Fort Bend County Municipal Utility District No. 229 at the address stated above or by calling Mr. Jonathan Nguyen, Quiddity Engineering, LLC at 512-685-5156.

Issuance Date: August 14, 2025

# Comisión de Calidad Ambiental del Estado de Texas



## AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

**PERMISO NO. WQ0015881001**

**SOLICITUD.** Distrito de Servicios Públicos Municipales del Condado de Fort Bend No. 229, 1300 Post Oak Boulevard, Suite 2400, Houston, Texas 77056 ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0015881001 (EPA I.D. No. TX0140279) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 600,000 galones por día. La planta está ubicada 4225 los pies al sureste de la intersección de Farm-to-Market 359 y Flushear-Gaston Road, cerca de la ciudad de Fulshear, en el Condado de Fort Bend, Texas 77406. La ruta de descarga es del sitio de la planta a una zanja en el lugar, de allí al canal de drenaje del Distrito de Servicios Públicos Municipales No. 142 del Condado de Fort Bend, de allí a Andrus Creek, de allí a Jones Creek, que es parte de Upper Oyster Creek. La TCEQ recibió esta solicitud el 15 de julio de 2025. La solicitud para el permiso estará disponible para leerla y copiarla en Biblioteca del Condado de Fort Bend - Sucursal Fulshear, 6350 GM Library Road, Fulshear, Condado de Fort Bend, Texas antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-95.829444,29.676944&level=18>

**AVISO DE IDIOMA ALTERNATIVO.** El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

**AVISO ADICIONAL.** El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

**COMENTARIO PUBLICO / REUNION PUBLICA.** Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

**OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO.** Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud.** Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

**PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS:** su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.** Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de

**una audiencia administrativa de lo contencioso.**

**LISTA DE CORREO.** Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

**INFORMACIÓN DISPONIBLE EN LÍNEA.** Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

**CONTACTOS E INFORMACIÓN A LA AGENCIA.** Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del Distrito de Servicios Públicos Municipales del Condado de Fort Bend No. 229 a la dirección indicada arriba o llamando a Sr. Jonathan Nguyen, Quiddity Engineering, LLC al 512-685-5156.

Fecha de emisión: 14 de Agosto de 2025

Brooke T. Paup, *Chairwoman*  
Bobby Janeka, *Commissioner*  
Catarina R. Gonzales, *Commissioner*  
Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

July 15, 2025

Re: Confirmation of Submission of the Renewal with changes for Public Domestic Wastewater Authorization.

Dear Applicant:

This is an acknowledgement that you have successfully completed Renewal with changes for the Public Domestic Wastewater authorization.

ER Account Number: ER094863  
Application Reference Number: 777037  
Authorization Number: WQ0015881001  
Site Name: Fort Bend County Mud No 229 WWTP  
Regulated Entity: RN111037552 - Fort Bend County Mud No 229 WWTP  
Customer(s): CN605778034 - Fort Bend County Municipal Utility District No 229

Please be aware that TCEQ staff may contact your designated contact for any additional information.

If you have any questions, you may contact the Applications Review and Processing Team by email at [WQ-ARPTeam@tceq.texas.gov](mailto:WQ-ARPTeam@tceq.texas.gov) or by telephone at (512) 239-4671.

Sincerely,  
Applications Review and Processing Team  
Water Quality Division

**Texas Commission on Environmental Quality**  
Update Domestic or Industrial Individual Permit  
WQ0015881001

## Site Information (Regulated Entity)

What is the name of the site to be authorized?	FORT BEND COUNTY MUD NO 229 WWTP
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	0.80 MIL SE OF THE INTERX OF FM 359 & FLUSHEAR-GASTON RD
City	FULSHEAR
State	TX
ZIP	77406
County	FORT BEND
Latitude (N) (##.#####)	29.676944
Longitude (W) (-###.#####)	-95.829444
Primary SIC Code	
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
<b>Regulated Entity Site Information</b>	
What is the Regulated Entity's Number (RN)?	RN111037552
What is the name of the Regulated Entity (RE)?	FORT BEND COUNTY MUD NO 229 WWTP
Does the RE site have a physical address?	No
<b>Physical Address</b>	
Because there is no physical address, describe how to locate this site:	0.80 MIL SE OF THE INTERX OF FM 359 & FLUSHEAR-GASTON RD
City	FULSHEAR
State	TX
ZIP	77406
County	FORT BEND
Latitude (N) (##.#####)	29.676944
Longitude (W) (-###.#####)	-95.829444
Facility NAICS Code	
What is the primary business of this entity?	TREATMENT OF WW FROM DOM AND COMM SOURCES

## FORT BE-Customer (Applicant) Information (Owner Operator)

How is this applicant associated with this site?	Owner Operator
What is the applicant's Customer Number (CN)?	CN605778034
Type of Customer	Other Government
<b>Full legal name of the applicant:</b>	
Legal Name	FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO 229
Texas SOS Filing Number	
Federal Tax ID	

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees 0-20

Independently Owned and Operated?

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes

### Responsible Authority Contact

Organization Name FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO 229

Prefix

First Brian

Middle

Last Edwards

Suffix

Credentials

Title President, FBCMUD No. 229

### Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 1300 POST OAK BLVD

Routing (such as Mail Code, Dept., or Attn:) Suite 2400

City HOUSTON

State TX

ZIP 77056

Phone (###-###-####) 7136234531

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail dringold@sphllp.com

## Billing Contact

### Responsible contact for receiving billing statements:

Select the permittee that is responsible for payment of the annual fee.

CN605778034, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO 229

Organization Name MUNICIPAL ACCOUNTS AND CONSULTING

Prefix

First Nancy

Middle

Last Tamburello

Suffix

Credentials

Title BOOKKEEPER

Enter new address or copy one from list:

### Mailing Address

Address Type Domestic



Mailing Address (include Suite or Bldg. here, if applicable)  
Routing (such as Mail Code, Dept., or Attn:)  
City  
State  
ZIP  
Phone (###-###-####)  
Extension  
Alternate Phone (###-###-####)  
Fax (###-###-####)  
E-mail

240 S MONTEZUMA ST  
Suite 202B  
PRESCOTT  
AZ  
86303  
9288005371

NTAMBURELLO@MUNICIPALACCOU  
NTS.COM

## Application Contact

### Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name

QUIDDITY ENGINEERING LLC

Prefix

First

JONATHAN

Middle

Last

NGUYEN

Suffix

Credentials

Title

PERMIT SPECIALIST

Enter new address or copy one from list:

### Mailing Address

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

912 S CAPITAL OF TEXAS HWY

Routing (such as Mail Code, Dept., or Attn:)

Suite 300

City

WEST LAKE HILLS

State

TX

ZIP

78746

Phone (###-###-####)

5126855156

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

jnguyen@quiddity.com

## Technical Contact

### Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name

Application Contact

QUIDDITY ENGINEERING LLC

Prefix

MR

First

JONATHAN

Middle

Last

NGUYEN

Suffix

Credentials

Title	PERMIT SPECIALIST
Enter new address or copy one from list:	
<b>Mailing Address</b>	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	912 S CAPITAL OF TEXAS HWY
Routing (such as Mail Code, Dept., or Attn:)	Suite 300
City	WEST LAKE HILLS
State	TX
ZIP	78746
Phone (###-###-####)	5126855156
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	jnguyen@quiddity.com

## DMR Contact

### Person responsible for submitting Discharge Monitoring Report Forms:

Same as another contact?	
Organization Name	Inframark LLC
Prefix	
First	Wendy
Middle	
Last	Duncan
Suffix	
Credentials	
Title	OPERATOR
Enter new address or copy one from list:	
<b>Mailing Address:</b>	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	17495 VILLAGE GREEN DR
Routing (such as Mail Code, Dept., or Attn:)	
City	JERSEY VILLAGE
State	TX
ZIP	77040
Phone (###-###-####)	2815784200
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	Wendy.Duncan@inframark.com

## Section 1# Permit Contact

### Permit Contact#: 1

Person TCEQ should contact throughout the permit term.

1) Same as another contact?	CN605778034, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO 229
-----------------------------	---

2) Organization Name

FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO 229

3) Prefix

4) First

Brian

5) Middle

6) Last

Edwards

7) Suffix

8) Credentials

9) Title

President, FBCMUD No. 229

**Mailing Address**

10) Enter new address or copy one from list

CN605778034, FORT BEND COUNTY  
MUNICIPAL UTILITY DISTRICT NO  
229

11) Address Type

Domestic

11.1) Mailing Address (include Suite or Bldg. here, if applicable)

1300 POST OAK BLVD

11.2) Routing (such as Mail Code, Dept., or Attn:)

Suite 2400

11.3) City

HOUSTON

11.4) State

TX

11.5) ZIP

77056

12) Phone (###-###-####)

7136234531

13) Extension

14) Alternate Phone (###-###-####)

15) Fax (###-###-####)

16) E-mail

dringold@sphllp.com

## Owner Information

**Owner of Treatment Facility**

1) Prefix

2) First and Last Name

3) Organization Name

Fort Bend County Municipal Utility  
District No 229

4) Mailing Address

1300 Post Oak Blvd., Suite 2400

5) City

Houston

6) State

TX

7) Zip Code

77056

8) Phone (###-###-####)

7136234531

9) Extension

10) Email

dringold@sphllp.com

11) What is ownership of the treatment facility?

Public

**Owner of Land (where treatment facility is or will be)**

12) Prefix

13) First and Last Name

14) Organization Name

Fort Bend County Municipal Utility  
District No 229

15) Mailing Address

1300 Post Oak Blvd., Suite 2400

16) City

Houston

17) State

TX

18) Zip Code

77056

19) Phone (###-###-####)

7136234531

20) Extension	
21) Email	dringold@sphllp.com
22) Is the landowner the same person as the facility owner or co-applicant?	Yes

General Information Renewal-Amendment

1) Current authorization expiration date:	07/29/2026
2) Current Facility operational status:	Active
3) Is the facility located on or does the treated effluent cross American Indian Land?	No
4) What is the application type that you are seeking?	Renewal with changes
4.1) Describe the proposed changes:	Removal of 0.20 MGD and 0.40 MGD phases from the permit
5) Current Authorization type:	Public Domestic Wastewater
5.1) What is the proposed total flow in MGD discharged at the facility?	0.6
5.2) Select the applicable fee	>= .50 & < 1.0 MGD - Renewal - \$1,615
6) What is the classification for your authorization?	TPDES
6.1) What is the EPA Identification Number?	TX0140279
6.2) Is the wastewater treatment facility location in the existing permit accurate?	Yes
6.3) Are the point(s) of discharge and the discharge route(s) in the existing permit correct?	Yes
6.4) City nearest the outfall(s):	Fulshear
6.5) County where the outfalls are located:	FORT BEND
6.6) Is or will the treated wastewater discharge to a city, county, or state highway right-of-way, or a flood control district drainage ditch?	No
6.7) Is the daily average discharge at your facility of 5 MGD or more?	No
7) Did any person formerly employed by the TCEQ represent your company and get paid for service regarding this application?	No

Public Notice Information

Individual Publishing the Notices

1) Prefix	
2) First and Last Name	Jonathan Nguyen
3) Credential	
4) Title	Permitting Specialist
5) Organization Name	Quiddity Engineering LLC
6) Mailing Address	912 S CAPITAL OF TEXAS HWY
7) Address Line 2	Suite 300
8) City	WEST LAKE HILLS
9) State	TX
10) Zip Code	78746
11) Phone (###-###-####)	5126855156
12) Extension	
13) Fax (###-###-####)	
14) Email	jnguyen@quiddity.com

Contact person to be listed in the Notices

15) Prefix	
16) First and Last Name	Jonathan Nguyen

17) Credential	
18) Title	Permitting Specialist
19) Organization Name	Quiddity Engineering LLC
20) Phone (###-###-####)	5126855156
21) Fax (###-###-####)	
22) Email	jnguyen@quiddity.com

**Bilingual Notice Requirements**

23) Is a bilingual education program required by the Texas Education Code at the elementary or middle school nearest to the facility or proposed facility?	Yes
23.1) Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?	Yes
23.2) Do the students at these schools attend a bilingual education program at another location?	No
23.3) Would the school be required to provide a bilingual education program but the school has waived out of this requirement under 19 TAC 89.1205(g)?	No
23.4) Which language is required by the bilingual program?	Spanish

## Section 1# Public Viewing Information

**County#: 1**

1) County	FORT BEND
2) Public building name	Fort Bend County Library - Fulshear Branch
3) Location within the building	
4) Physical Address of Building	6350 GM Library Rd.
5) City	Fulshear
6) Contact Name	
7) Phone (###-###-####)	3464816800
8) Extension	
9) Is the location open to the public?	Yes

## Plain Language

1) Plain Language	
[File Properties]	
File Name	LANG_Attach A - PLS.pdf
Hash	B4FC094B7576377BA1F61FE97E14FCBBF381A239C65EC200D305E6B868E60C03
MIME-Type	application/pdf

## Supplemental Permit Information Form

1) Supplemental Permit Information Form (SPIF)	
[File Properties]	
File Name	SPIF_Attach B SPIF.pdf
Hash	D6552D763FF870F25C52CCBFB3AB2655828D860A752DE6C42ECD2733607B3F6B
MIME-Type	application/pdf

## Domestic Attachments

1) Attach an 8.5"x11", reproduced portion of the most current and original USGS Topographic Quadrangle Map(s) that meets the 1:24,000 scale.

[File Properties]

File Name	MAP_Attach C - USGS Map.pdf
Hash	EB6B51E37BF80F72A4CEF533EA789EE8B48C83F4927BBB5A8E27C22D2F8A9F44
MIME-Type	application/pdf

2) I confirm that all required sections of Technical Report 1.0 are complete and will be included in the Technical Attachment. Yes

2.1) I confirm that Worksheet 2.0 (Receiving Waters) is complete and included in the Technical Attachment. Yes

2.2) Are you planning to include Worksheet 2.1 (Stream Physical Characteristics) in the Technical Attachment? No

2.3) Are you planning to include Worksheet 4.0 (Pollutant Analyses Requirements) in the Technical Attachment? No

2.4) Are you planning to include Worksheet 5.0 (Toxicity Testing Requirements) in the Technical Attachment? No

2.5) I confirm that Worksheet 6.0 (Industrial Waste Contribution) is complete and included in the Technical Attachment. Yes

2.6) Are you planning to include Worksheet 7.0 (Class V Injection Well Inventory/Authorization Form) in the Technical Attachment? No

2.7) Technical Attachment

[File Properties]

File Name	TECH_Attach D - Technical Report.pdf
Hash	72DBE6D2FE2B4F81935C6C61B2CAD6AD2E7E2400A33C9B2C87015486EFCFF551
MIME-Type	application/pdf

3) Buffer Zone Map

4) Flow Diagram

[File Properties]

File Name	FLDIA_Attach E - Flow Schematics.pdf
Hash	1D18A3D61C2283D358506D499EAA3AF83E93F85D615B3A9E38B2D4030C7A9C43
MIME-Type	application/pdf

5) Site Drawing

[File Properties]

File Name	SITEDR_Attach F - Service Area Map.pdf
Hash	2F643D174939B8A49D426FE9E3E9D3BF53BEF78BA130758156A872431076F24E
MIME-Type	application/pdf

6) Design Calculations

[File Properties]

File Name	DES_CAL_Not Required.pdf
Hash	E27AD14D936FA4F89AC7B4F61F202A7F99F0B5AFB414A5A01FF7A0D119BFB5AC
MIME-Type	application/pdf

7) Solids Management Plan

8) Water Balance

9) Other Attachments

[File Properties]

File Name	OTHER_Attach G - CDF.pdf
Hash	77A439028173FD9BBD4AA66F1A3F4B1CF7D642FC805C4D9EB20FCCA55B0A222B
MIME-Type	application/pdf
[File Properties]	
File Name	OTHER_Attach H - TCEQ Letters.pdf
Hash	A78A659A74E4F035B0B1AB315E2D297C8A7622C311F1CD50F5301382B847CE3C
MIME-Type	application/pdf
[File Properties]	
File Name	OTHER_Attach I - Effluent Analysis.pdf
Hash	C9E95AAB4BF25561DA48D404D61FD049EA01480FDB17533DCC6908FE73FB84EE
MIME-Type	application/pdf
[File Properties]	
File Name	OTHER_Attach J - Sludge Disposal.pdf
Hash	5E58D2768013A2E9E3D12456BF21A55310BBC639EA9DB55729F24AA0DC49D2B4
MIME-Type	application/pdf

## Certification

I certify that I am authorized under 30 Texas Administrative Code 305.44 to sign this document and can provide documentation in proof of such authorization upon request.

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.

1. I am Brian Edwards, the owner of the STEERS account ER115229.
2. I have the authority to sign this data on behalf of the applicant named above.
3. I have personally examined the foregoing and am familiar with its content and the content of any attachments, and based upon my personal knowledge and/or inquiry of any individual responsible for information contained herein, that this information is true, accurate, and complete.
4. I further certify that I have not violated any term in my TCEQ STEERS participation agreement and that I have no reason to believe that the confidentiality or use of my password has been compromised at any time.
5. I understand that use of my password constitutes an electronic signature legally equivalent to my written signature.
6. I also understand that the attestations of fact contained herein pertain to the implementation, oversight and enforcement of a state and/or federal environmental program and must be true and complete to the best of my knowledge.
7. I am aware that criminal penalties may be imposed for statements or omissions that I know or have reason to believe are untrue or misleading.
8. I am knowingly and intentionally signing Update Domestic or Industrial Individual Permit WQ0015881001.
9. My signature indicates that I am in agreement with the information on this form, and authorize its submittal to the TCEQ.

OWNER OPERATOR Signature: Brian Edwards OWNER OPERATOR

Customer Number:	CN605778034
Legal Name:	FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO 229
Account Number:	ER115229
Signature IP Address:	170.55.94.226
Signature Date:	2025-07-15
Signature Hash:	7CB4C6ACC2259E579DAEF8D2AFDB2109A258B0EC0CC9AA241051556B94DF8DFA
Form Hash Code at time of Signature:	40CD193B2A04DF15CBD791FA348C670AD6164FB4AB74150C127F897A7EB76E48

## Fee Payment

Transaction by:

The application fee payment transaction was made by ER094863/Huan J Nguyen

Paid by:

The application fee was paid by JONATHAN NGUYEN

Fee Amount:

\$1600.00

Paid Date:

The application fee was paid on 2025-07-15

Transaction/Voucher number:

The transaction number is 582EA000676445 and the voucher number is 774969

## Submission

Reference Number:

The application reference number is 777037

Submitted by:

The application was submitted by ER094863/Huan J Nguyen

Submitted Timestamp:

The application was submitted on 2025-07-15 at 15:00:28 CDT

Submitted From:

The application was submitted from IP address 98.6.100.154

Confirmation Number:

The confirmation number is 664824

Steers Version:

The STEERS version is 6.92

Permit Number:

The permit number is WQ0015881001

## Additional Information

Application Creator: This account was created by Stephen Barry



**ATTACHMENT G**

**CORE DATA FORM**

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



# TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

## SECTION I: General Information

<b>1. Reason for Submission</b> (If other is checked please describe in space provided.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input checked="" type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)	<input type="checkbox"/> Other	
<b>2. Customer Reference Number</b> (if issued)	<a href="#">Follow this link to search for CN or RN numbers in Central Registry**</a>	<b>3. Regulated Entity Reference Number</b> (if issued)
CN 605778034		RN 111037552

## SECTION II: Customer Information

<b>4. General Customer Information</b>		<b>5. Effective Date for Customer Information Updates</b> (mm/dd/yyyy)			
<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership					
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)					
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>					
<b>6. Customer Legal Name</b> (If an individual, print last name first: eg: Doe, John)				<i>If new Customer, enter previous Customer below:</i>	
Fort Bend County Municipal Utility District No. 229					
<b>7. TX SOS/CPA Filing Number</b>		<b>8. TX State Tax ID</b> (11 digits)		<b>9. Federal Tax ID</b> (9 digits)	<b>10. DUNS Number</b> (if applicable)
<b>11. Type of Customer:</b>		<input type="checkbox"/> Corporation		<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship		<input type="checkbox"/> Other:	
<b>12. Number of Employees</b>				<b>13. Independently Owned and Operated?</b>	
<input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>14. Customer Role</b> (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following					
<input type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" type="checkbox"/> Owner & Operator <input type="checkbox"/> Other:					
<input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant					
<b>15. Mailing Address:</b>	1300 Post Oak Blvd				
	Suite 2400				
	<b>City</b>	Houston	<b>State</b>	TX	<b>ZIP</b> 77056 <b>ZIP + 4</b> 3044
<b>16. Country Mailing Information</b> (if outside USA)				<b>17. E-Mail Address</b> (if applicable)	

<b>18. Telephone Number</b>	<b>19. Extension or Code</b>	<b>20. Fax Number (if applicable)</b>
( 713 ) 623-4531		(   )   -

## SECTION III: Regulated Entity Information

<b>21. General Regulated Entity Information</b> (If 'New Regulated Entity' is selected, a new permit application is also required.)								
<input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input checked="" type="checkbox"/> Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
<b>22. Regulated Entity Name</b> (Enter name of the site where the regulated action is taking place.)								
Fort Bend County Municipal Utility District No. 229 Wastewater Treatment Plant								
<b>23. Street Address of the Regulated Entity:</b>  (No PO Boxes)								
	<b>City</b>		<b>State</b>		<b>ZIP</b>		<b>ZIP + 4</b>	
<b>24. County</b>	Fort Bend							

If no Street Address is provided, fields 25-28 are required.

<b>25. Description to Physical Location:</b>	The facility is located about 4,225 feet southeast of the intersection of Farm-to-Market 359 and Fulshear-Gaston Road, in Fort Bend County, Texas 77406							
<b>26. Nearest City</b>					<b>State</b>	<b>Nearest ZIP Code</b>		
Fulshear					TX	77406		
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>								
<b>27. Latitude (N) In Decimal:</b>		29.677091			<b>28. Longitude (W) In Decimal:</b>		-95.828810	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds			
<b>29. Primary SIC Code</b>	<b>30. Secondary SIC Code</b>		<b>31. Primary NAICS Code</b>		<b>32. Secondary NAICS Code</b>			
(4 digits)	(4 digits)		(5 or 6 digits)		(5 or 6 digits)			
4952			221230					
<b>33. What is the Primary Business of this entity?</b> (Do not repeat the SIC or NAICS description.)								
Treatment of domestic wastewater								
<b>34. Mailing Address:</b>	17495 Village Green Drive							
	<b>City</b>	Houston	<b>State</b>	TX	<b>ZIP</b>	77040	<b>ZIP + 4</b>	1004
<b>35. E-Mail Address:</b>								
<b>36. Telephone Number</b>			<b>37. Extension or Code</b>			<b>38. Fax Number (if applicable)</b>		
( 281 ) 578-4200						(   )   -		

**39. TCEQ Programs and ID Numbers** Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input checked="" type="checkbox"/> Wastewater	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:
	WQ0015881001			

## **SECTION IV: Preparer Information**

<b>40. Name:</b>	Jonathan Nguyen		<b>41. Title:</b>	Permitting Specialist
<b>42. Telephone Number</b>	<b>43. Ext./Code</b>	<b>44. Fax Number</b>	<b>45. E-Mail Address</b>	
( 512 ) 685-5156		( ) -	jnguyen@quiddity.com	

## **SECTION V: Authorized Signature**

**46.** By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

<b>Company:</b>	FBCMUD No. 229	<b>Job Title:</b>	President
<b>Name (In Print):</b>	Brian T. Edwards	<b>Phone:</b>	( 713 ) 623- 4531
<b>Signature:</b>		<b>Date:</b>	

**ATTACHMENT A**

**PLAIN LANGUAGE SUMMARY**

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

*The following summary is provided for this pending water quality permit application being reviewed by the Texas Commission on Environmental Quality as required by 30 Texas Administrative Code Chapter 39. The information provided in this summary may change during the technical review of the application and are not federal enforceable representations of the permit application.*

Fort Bend County Municipal Utility District No. 229 (CN605778034) operates the Fort Bend County MUD No. 229 Wastewater Treatment Facility (RN111037552), an activated sludge process plant operated in the single stage nitrification mode. The facility is located 4,225 feet southeast of the intersection of Farm-to-Market Road 359 and Fulshear-Gaston Road, in Fort Bend County, Texas 77406.

This application is for a renewal to discharge at a daily average flow of 600,000 gallons per day of treated domestic wastewater.

Discharges from the facility are expected to contain five-day carbonaceous biochemical oxygen demand (CBOD<sub>5</sub>), total suspended solids (TSS), Ammonia-Nitrogen (NH<sub>3</sub>-N), and *Escherichia coli*. Domestic wastewater is treated by an activated sludge process plant and the treatment units include a bar screen, aeration basins, final clarifiers, sludge digesters, and chlorine disinfection.

### **Spanish Translation**

*Se proporciona el siguiente resumen para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por La Comisión de Calidad Ambiental de Texas según lo exige el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no son representaciones federales exigibles de la solicitud de permiso.*

El Distrito de Servicios Públicos Municipales del Condado de Fort Bend No. 229 (CN605778034) opera la Instalación de Tratamiento de Aguas Residuales (RN111037552) MUD No. 229 del Condado de Harris, una planta de procesamiento de lodos activados operada en el modo de nitrificación de una sola etapa. La instalación está ubicada a 4,225 pies al sureste de la intersección de Farm-to-Market Road 359 y Fulshear-Gaston Road, en el condado de Fort Bend, Texas 77406.

Esta solicitud es para una renovación para descargar a un flujo promedio diario de 600,000 galones por día de aguas residuales domésticas tratadas.

Se espera que las descargas de la instalación contengan una demanda bioquímica carbonosa de oxígeno (CBOD<sub>5</sub>) de cinco días, sólidos suspendidos totales (TSS), nitrógeno amoniacal (NH<sub>3</sub>-N) y *Escherichia coli*. Las aguas residuales domésticas son tratadas por una planta de procesamiento de lodos activados y las unidades de tratamiento incluyen una pantalla de barras, cuencas de aireación, clarificadores finales, digestores de lodos y desinfección con cloro.

**ATTACHMENT C**

**USGS MAP**

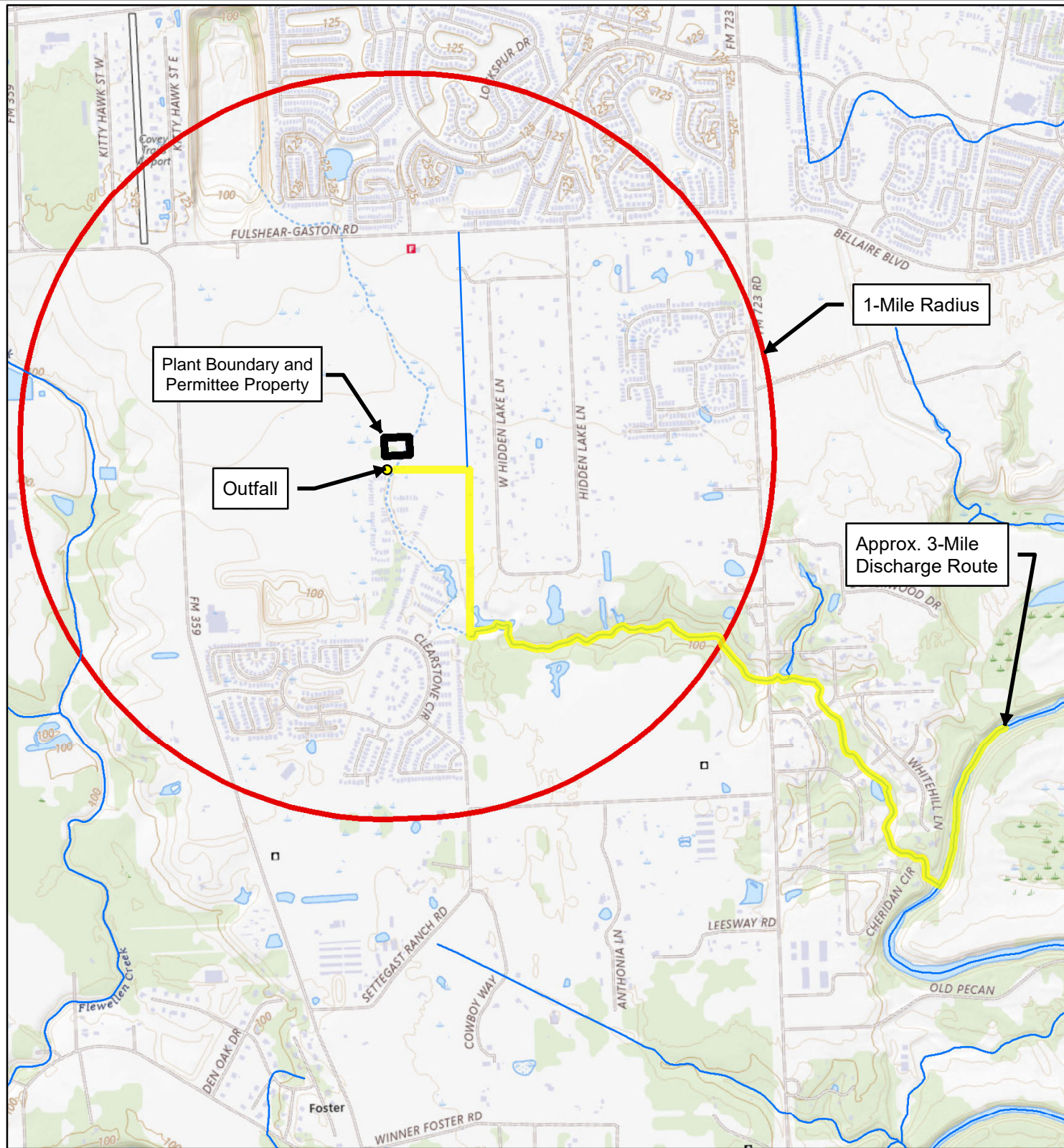
**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

# USGS TOPO MAP EXHIBIT



Disclaimer: This product is offered 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, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.



**QUIDDITY**



1 inch equals 2,000 feet  
**FORT BEND COUNTY MUD No. 229**  
 FORT BEND COUNTY, TEXAS

## LEGEND

- Outfall
- Discharge Route
- Streams
- 1 Mile Radius
- Plant Boundary



**VICINITY MAP**

Scale: 1 inch equals 10 miles



**ATTACHMENT F**

**SERVICE AREA MAP**

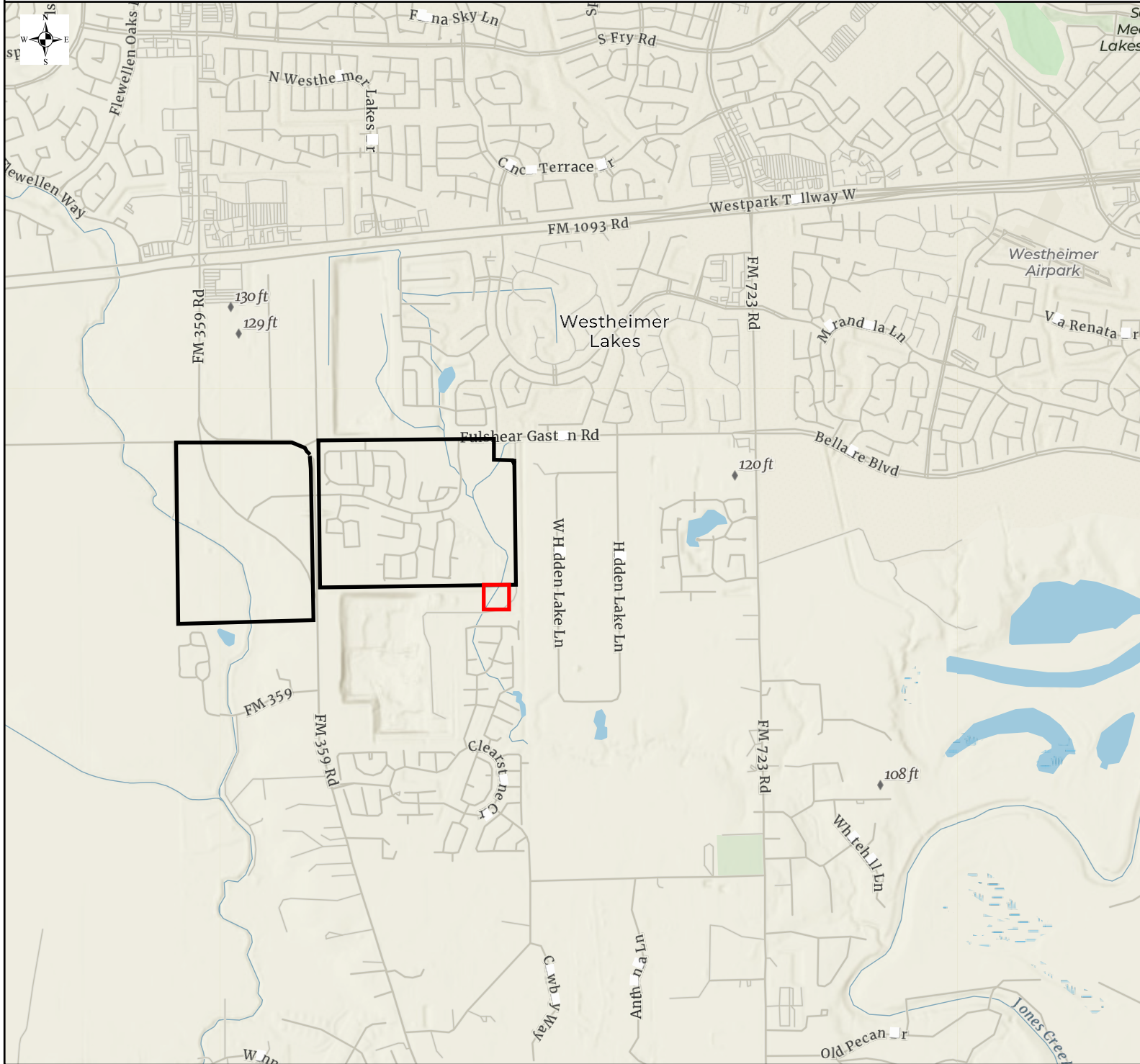
**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

# SERVICE AREA MAP



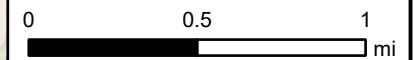
## VICINITY MAP

### LEGEND

- FBCMUD NO. 229 WWTP SERVICE AREA
- FBCMUD NO. 229 WWTP

## SERVICE AREA MAP

**FORT BEND COUNTY MUD NO. 229  
WASTEWATER TREATMENT PLANT**  
PERMIT NO. WQ0015881001



Disclaimer: This product is offered 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, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering, LLC concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.



**QUIDDITY**  
ENGINEERING

Date: 4/10/2025

**ATTACHMENT B**

**SUPPLEMENTAL PERMIT INFORMATION FORM**

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

## SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

### FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

#### TCEQ USE ONLY:

Application type: \_\_\_\_Renewal \_\_\_\_Major Amendment \_\_\_\_Minor Amendment \_\_\_\_New

County: \_\_\_\_\_ Segment Number: \_\_\_\_\_

Admin Complete Date: \_\_\_\_\_

Agency Receiving SPIF:

\_\_\_\_ Texas Historical Commission

\_\_\_\_ U.S. Fish and Wildlife

\_\_\_\_ Texas Parks and Wildlife Department

\_\_\_\_ U.S. Army Corps of Engineers

#### **This form applies to TPDES permit applications only.** (Instructions, Page 53)

Complete this form as a separate document. TCEQ will mail a copy to each agency as required by our agreement with EPA. If any of the items are not completely addressed or further information is needed, we will contact you to provide the information before issuing the permit. Address each item completely.

**Do not refer to your response to any item in the permit application form.** Provide each attachment for this form separately from the Administrative Report of the application. The application will not be declared administratively complete without this SPIF form being completed in its entirety including all attachments. Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at [WQ-ARPTeam@tceq.texas.gov](mailto:WQ-ARPTeam@tceq.texas.gov) or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: Fort Bend County Municipal Utility District No. 229

Permit No. WQ00 15881001

EPA ID No. TX 0140279

Address of the project (or a location description that includes street/highway, city/vicinity, and county):

The facility is located about 4,225 feet southeast of the intersection of Farm-to-Market 359 and Fulshear-Gaston Road, in Fort Bend County, Texas 77406

Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Prefix (Mr., Ms., Miss): Mr.

First and Last Name: Jonathan Nguyen

Credential (P.E., P.G., Ph.D., etc.): \_\_\_\_\_

Title: Permitting Specialist

Mailing Address: 912 S Capital of Texas Highway

City, State, Zip Code: West Lake Hills, TX 78746

Phone No.: 512-685-5156 Ext.:

Fax No.:

E-mail Address: jnguyen@quiddity.com

2. List the county in which the facility is located: Fort Bend
3. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

The permittee is the property owner

4. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the classified segment number.

Discharge is to an onsite ditch; thence to a FBCMUD No. 142 drainage channel; thence to Andrus Creek; thence to Jones Creek; thence to Upper Oyster Creek in Segment no. 1245 of the Brazos River Basin

5. Please provide a separate 7.5-minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required in addition to the map in the administrative report).

Provide original photographs of any structures 50 years or older on the property.

Does your project involve any of the following? Check all that apply.

- ☐ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☐ Vibration effects during construction or as a result of project design
- ☐ Additional phases of development that are planned for the future
- ☐ Sealing caves, fractures, sinkholes, other karst features
- ☐ Disturbance of vegetation or wetlands

1. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features):

No future expansion of the plant is planned.

2. Describe existing disturbances, vegetation, and land use:

The site land use is a wastewater treatment plant.

THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS

3. List construction dates of all buildings and structures on the property:

N/A

4. Provide a brief history of the property, and name of the architect/builder, if known.

N/A

**ATTACHMENT D**

**TECHNICAL REPORT 1.0-2.0-6.0**

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

## DOMESTIC WASTEWATER PERMIT APPLICATION TECHNICAL REPORT 1.0

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For any questions about this form, please contact the Domestic Wastewater Permitting Team at 512-239-4671.

The following information is required for all renewal, new, and amendment applications.

### Section 1. Permitted or Proposed Flows (Instructions Page 43)

#### A. Existing/Interim I Phase

Design Flow (MGD): 0.20

2-Hr Peak Flow (MGD): 0.80

Estimated construction start date: Click to enter text.

Estimated waste disposal start date: Click to enter text.

#### B. Interim II Phase

Design Flow (MGD): 0.40

2-Hr Peak Flow (MGD): 1.60

Estimated construction start date: Click to enter text.

Estimated waste disposal start date: Click to enter text.

#### C. Final Phase

Design Flow (MGD): 0.60

2-Hr Peak Flow (MGD): 2.40

Estimated construction start date: Click to enter text.

Estimated waste disposal start date: 4/2024

#### D. Current Operating Phase

Provide the startup date of the facility: Final, 4/2024

### Section 2. Treatment Process (Instructions Page 43)

#### A. Current Operating Phase

Provide a detailed description of the treatment process. **Include the type of treatment plant, mode of operation, and all treatment units.** Start with the plant's head works and



finish with the point of discharge. Include all sludge processing and drying units. **If more than one phase exists or is proposed, a description of *each phase* must be provided.**

The facility is a single stage nitrification activated sludge plant. Influent flow is split into four parallel trains at the manual bar screen. Two trains discharge to their own chlorine contact chamber while two other trains discharge to a common chlorine contact basin. The flow from all chlorine contact basins combine to receive tertiary treatment by gravity filter. Waste activated sludge is aerobically digested prior to wet hauling.

## B. Treatment Units

In Table 1.0(1), provide the treatment unit type, the number of units, and dimensions (length, width, depth) of each treatment unit, accounting for ***all*** phases of operation.

**Table 1.0(1) - Treatment Units**

Treatment Unit Type	Number of Units	Dimensions (L x W x D)
Aeration basins	7	39,486 cu. ft.
Final clarifiers	3	4,594 sq. ft.
Aerobic Digesters	6	56,458 cu. ft.
Chlorine Contact Basins	3	10,525 cu. ft.
Tertiary Filters	2	288 sq. ft.

## C. Process Flow Diagram

Provide flow diagrams for the existing facilities and **each** proposed phase of construction.

**Attachment:** See Attachment E

## Section 3. Site Information and Drawing (Instructions Page 44)

Provide the TPDES discharge outfall latitude and longitude. Enter N/A if not applicable.

- Latitude: 29.676233
- Longitude: -95.829487

Provide the TLAP disposal site latitude and longitude. Enter N/A if not applicable.

- Latitude: N/A
- Longitude: N/A

Provide a site drawing for the facility that shows the following:

- The boundaries of the treatment facility;
- The boundaries of the area served by the treatment facility;
- If land disposal of effluent, the boundaries of the disposal site and all storage/holding ponds; and
- If sludge disposal is authorized in the permit, the boundaries of the land application or disposal site.

**Attachment:** See Attachment F

Provide the name **and** a description of the area served by the treatment facility.

The plant serves Fort Bend County MUD No. 229

Collection System Information for wastewater TPDES permits only: Provide information for each **uniquely owned** collection system, existing and new, served by this facility, including satellite collection systems. **Please see the instructions for a detailed explanation and examples.**

#### Collection System Information

Collection System Name	Owner Name	Owner Type	Population Served
FBCMUD 229	FBCMUD 229	Publicly Owned	~2,400

### Section 4. Unbuilt Phases (Instructions Page 45)

Is the application for a renewal of a permit that contains an unbuilt phase or phases?

☐ Yes ☒ No

If **yes**, does the existing permit contain a phase that has not been constructed **within five years** of being authorized by the TCEQ?

☐ Yes ☐ No

If **yes**, provide a detailed discussion regarding the continued need for the unbuilt phase. **Failure to provide sufficient justification may result in the Executive Director recommending denial of the unbuilt phase or phases.**

N/A

### Section 5. Closure Plans (Instructions Page 45)

Have any treatment units been taken out of service permanently, or will any units be taken out of service in the next five years?

☐ Yes ☒ No

If **yes**, was a closure plan submitted to the TCEQ?

☐ Yes ☐ No

If **yes**, provide a brief description of the closure and the date of plan approval.

N/A

### Section 6. Permit Specific Requirements (Instructions Page 45)

For applicants with an existing permit, check the Other Requirements or Special Provisions of the permit.

#### A. Summary transmittal

Have plans and specifications been approved for the existing facilities and each proposed phase?

☒ Yes ☐ No

If **yes**, provide the date(s) of approval for each phase: 11/13/2020

Provide information, including dates, on any actions taken to meet a *requirement or provision* pertaining to the submission of a summary transmittal letter. **Provide a copy of an approval letter from the TCEQ, if applicable.**

See Attachment H

## B. Buffer zones

Have the buffer zone requirements been met?

☒ Yes ☐ No

Provide information below, including dates, on any actions taken to meet the conditions of the buffer zone. If available, provide any new documentation relevant to maintaining the buffer zones.

Buffer zone extends into a nearby wastewater treatment facility. No further action required.

## C. Other actions required by the current permit

Does the *Other Requirements* or *Special Provisions* section in the existing permit require submission of any other information or other required actions? Examples include Notification of Completion, progress reports, soil monitoring data, etc.

☐ Yes ☒ No

If **yes**, provide information below on the status of any actions taken to meet the conditions of an *Other Requirement* or *Special Provision*.

N/A

## D. Grit and grease treatment

### 1. Acceptance of grit and grease waste

Does the facility have a grit and/or grease processing facility onsite that treats and decants or accepts transported loads of grit and grease waste that are discharged directly to the wastewater treatment plant prior to any treatment?

☐ Yes ☒ No

If **No**, stop here and continue with Subsection E. Stormwater Management.

### 2. Grit and grease processing

Describe below how the grit and grease waste is treated at the facility. In your description, include how and where the grit and grease is introduced to the treatment works and how it is separated or processed. Provide a flow diagram showing how grit and grease is processed at the facility.

N/A

### 3. Grit disposal

Does the facility have a Municipal Solid Waste (MSW) registration or permit for grit disposal?

☐ Yes ☐ No

If **No**, contact the TCEQ Municipal Solid Waste team at 512-239-2335. Note: A registration or permit is required for grit disposal. Grit shall not be combined with treatment plant sludge. See the instruction booklet for additional information on grit disposal requirements and restrictions.

Describe the method of grit disposal.

N/A

#### 4. Grease and decanted liquid disposal

Note: A registration or permit is required for grease disposal. Grease shall not be combined with treatment plant sludge. For more information, contact the TCEQ Municipal Solid Waste team at 512-239-2335.

Describe how the decant and grease are treated and disposed of after grit separation.

N/A

### E. Stormwater management

#### 1. Applicability

Does the facility have a design flow of 1.0 MGD or greater in any phase?

☐ Yes ☒ No

Does the facility have an approved pretreatment program, under 40 CFR Part 403?

☐ Yes ☒ No

If **no to both of the above**, then skip to Subsection F, Other Wastes Received.

#### 2. MSGP coverage

Is the stormwater runoff from the WWTP and dedicated lands for sewage disposal currently permitted under the TPDES Multi-Sector General Permit (MSGP), TXR050000?

☐ Yes ☐ No

If **yes**, please provide MSGP Authorization Number and skip to Subsection F, Other Wastes Received:

TXR05 N/A or TXRNE N/A

If **no**, do you intend to seek coverage under TXR050000?

☐ Yes ☐ No

#### 3. Conditional exclusion

Alternatively, do you intend to apply for a conditional exclusion from permitting based TXR050000 (Multi Sector General Permit) Part II B.2 or TXR050000 (Multi Sector General Permit) Part V, Sector T 3(b)?

☐ Yes ☐ No

If **yes**, please explain below then proceed to Subsection F, Other Wastes Received:

N/A

#### 4. Existing coverage in individual permit

Is your stormwater discharge currently permitted through this individual TPDES or TLAP permit?

☐ Yes ☐ No

If **yes**, provide a description of stormwater runoff management practices at the site that are authorized in the wastewater permit then skip to Subsection F, Other Wastes Received.

N/A

#### 5. *Zero stormwater discharge*

Do you intend to have no discharge of stormwater via use of evaporation or other means?

☐ Yes ☐ No

If **yes**, explain below then skip to Subsection F. Other Wastes Received.

N/A

Note: If there is a potential to discharge any stormwater to surface water in the state as the result of any storm event, then permit coverage is required under the MSGP or an individual discharge permit. This requirement applies to all areas of facilities with treatment plants or systems that treat, store, recycle, or reclaim domestic sewage, wastewater or sewage sludge (including dedicated lands for sewage sludge disposal located within the onsite property boundaries) that meet the applicability criteria of above. You have the option of obtaining coverage under the MSGP for direct discharges, (recommended), or obtaining coverage under this individual permit.

#### 6. *Request for coverage in individual permit*

Are you requesting coverage of stormwater discharges associated with your treatment plant under this individual permit?

☐ Yes ☐ No

If **yes**, provide a description of stormwater runoff management practices at the site for which you are requesting authorization in this individual wastewater permit and describe whether you intend to comingle this discharge with your treated effluent or discharge it via a separate dedicated stormwater outfall. Please also indicate if you intend to divert stormwater to the treatment plant headworks and indirectly discharge it to water in the state.

N/A

Note: Direct stormwater discharges to waters in the state authorized through this individual permit will require the development and implementation of a stormwater pollution prevention plan (SWPPP) and will be subject to additional monitoring and reporting requirements. Indirect discharges of stormwater via headworks recycling will require compliance with all individual permit requirements including 2-hour peak flow limitations. All stormwater discharge authorization requests will require additional information during the technical review of your application.

#### F. **Discharges to the Lake Houston Watershed**

Does the facility discharge in the Lake Houston watershed?

☐ Yes ☒ No

If yes, attach a Sewage Sludge Solids Management Plan. See Example 5 in the instructions.  
N/A

**G. Other wastes received including sludge from other WWTPs and septic waste**

**1. Acceptance of sludge from other WWTPs**

Does or will the facility accept sludge from other treatment plants at the facility site?

☐ Yes ☒ No

**If yes, attach sewage sludge solids management plan. See Example 5 of the instructions.**

In addition, provide the date the plant started or is anticipated to start accepting sludge, an estimate of monthly sludge acceptance (gallons or millions of gallons), an estimate of the BOD<sub>5</sub> concentration of the sludge, and the design BOD<sub>5</sub> concentration of the influent from the collection system. Also note if this information has or has not changed since the last permit action.

N/A

Note: Permits that accept sludge from other wastewater treatment plants may be required to have influent flow and organic loading monitoring.

**2. Acceptance of septic waste**

Is the facility accepting or will it accept septic waste?

☐ Yes ☒ No

**If yes, does the facility have a Type V processing unit?**

☐ Yes ☐ No

**If yes, does the unit have a Municipal Solid Waste permit?**

☐ Yes ☐ No

**If yes to any of the above**, provide the date the plant started or is anticipated to start accepting septic waste, an estimate of monthly septic waste acceptance (gallons or millions of gallons), an estimate of the BOD<sub>5</sub> concentration of the septic waste, and the design BOD<sub>5</sub> concentration of the influent from the collection system. Also note if this information has or has not changed since the last permit action.

N/A

Note: Permits that accept sludge from other wastewater treatment plants may be required to have influent flow and organic loading monitoring.

**3. Acceptance of other wastes (not including septic, grease, grit, or RCRA, CERCLA or as discharged by IUs listed in Worksheet 6)**

Is or will the facility accept wastes that are not domestic in nature excluding the categories listed above?

☐ Yes ☒ No

**If yes**, provide the date that the plant started accepting the waste, an estimate how much waste is accepted on a monthly basis (gallons or millions of gallons), a description of the entities generating the waste, and any distinguishing chemical or other physical characteristic of the waste. Also note if this information has or has not changed since the last permit action.

N/A

## Section 7. Pollutant Analysis of Treated Effluent (Instructions Page 50)

Is the facility in operation?

☒ Yes ☐ No

If **no**, this section is not applicable. Proceed to Section 8.

If **yes**, provide effluent analysis data for the listed pollutants. **Wastewater treatment facilities** complete Table 1.0(2). **Water treatment facilities** discharging filter backwash water, complete Table 1.0(3). Provide copies of the laboratory results sheets. **These tables are not applicable for a minor amendment without renewal.** See the instructions for guidance.

Note: The sample date must be within 1 year of application submission.

**Table 1.0(2) – Pollutant Analysis for Wastewater Treatment Facilities**

Pollutant	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
CBOD <sub>5</sub> , mg/l	3.6	3.6	1	Comp	4/9/25 @ 0800
Total Suspended Solids, mg/l	1.1	1.1	1	Comp	4/9/25 @ 0800
Ammonia Nitrogen, mg/l	<0.1	<0.1	1	Comp	4/9/25 @ 0800
Nitrate Nitrogen, mg/l	45.8	45.8	1	Comp	4/9/25 @ 0800
Total Kjeldahl Nitrogen, mg/l	2.5	2.5	1	Comp	4/9/25 @ 0800
Sulfate, mg/l	52.3	52.3	1	Comp	4/9/25 @ 0800
Chloride, mg/l	212	212	1	Comp	4/9/25 @ 0800
Total Phosphorus, mg/l	5.82	5.82	1	Comp	4/9/25 @ 0800
pH, standard units	6.66	6.83	2	Grab	4/9/25 @ 0800
Dissolved Oxygen*, mg/l	9.37	9.48	2	Grab	4/9/25 @ 0800
Chlorine Residual, mg/l	1.70	2.0	2	Grab	4/30/25 @ 0800
<i>E.coli</i> (CFU/100ml) freshwater	<1	<1	2	Grab	4/30/25 @ 0800
Enterococci (CFU/100ml) saltwater	N/A	N/A	N/A	N/A	N/A
Total Dissolved Solids, mg/l	900	900	1	Comp	4/30/25 @ 0800
Electrical Conductivity, µmohs/cm, †	N/A	N/A	N/A	N/A	N/A
Oil & Grease, mg/l	N/A	N/A	N/A	N/A	N/A
Alkalinity (CaCO <sub>3</sub> )*, mg/l	N/A	N/A	N/A	N/A	N/A

\*TPDES permits only

†TLAP permits only

**Table1.0(3) – Pollutant Analysis for Water Treatment Facilities**

Pollutant	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Total Suspended Solids, mg/l	N/A	N/A	N/A	N/A	N/A
Total Dissolved Solids, mg/l	N/A	N/A	N/A	N/A	N/A
pH, standard units	N/A	N/A	N/A	N/A	N/A
Fluoride, mg/l	N/A	N/A	N/A	N/A	N/A
Aluminum, mg/l	N/A	N/A	N/A	N/A	N/A
Alkalinity (CaCO <sub>3</sub> ), mg/l	N/A	N/A	N/A	N/A	N/A

## Section 8. Facility Operator (Instructions Page 50)

Facility Operator Name: Inframark

Facility Operator's License Classification and Level: Click to enter text.

Facility Operator's License Number: OC0000232

## Section 9. Sludge and Biosolids Management and Disposal (Instructions Page 51)

### A. WWTP's Biosolids Management Facility Type

Check all that apply. See instructions for guidance

- ☐ Design flow >= 1 MGD
- ☐ Serves >= 10,000 people
- ☐ Class I Sludge Management Facility (per 40 CFR § 503.9)
- ☒ Biosolids generator
- ☐ Biosolids end user - land application (onsite)
- ☐ Biosolids end user - surface disposal (onsite)
- ☐ Biosolids end user - incinerator (onsite)

### B. WWTP's Biosolids Treatment Process

Check all that apply. See instructions for guidance.

- ☒ Aerobic Digestion
- ☐ Air Drying (or sludge drying beds)
- ☐ Lower Temperature Composting
- ☐ Lime Stabilization
- ☐ Higher Temperature Composting
- ☐ Heat Drying
- ☐ Thermophilic Aerobic Digestion



- ☐ Beta Ray Irradiation
- ☐ Gamma Ray Irradiation
- ☐ Pasteurization
- ☐ Preliminary Operation (e.g. grinding, de-gritting, blending)
- ☐ Thickening (e.g. gravity thickening, centrifugation, filter press, vacuum filter)
- ☐ Sludge Lagoon
- ☐ Temporary Storage (< 2 years)
- ☐ Long Term Storage (>= 2 years)
- ☐ Methane or Biogas Recovery
- ☐ Other Treatment Process: [Click to enter text.](#)

### C. Biosolids Management

Provide information on the *intended* biosolids management practice. Do not enter every management practice that you want authorized in the permit, as the permit will authorize all biosolids management practices listed in the instructions. Rather indicate the management practice the facility plans to use.

#### Biosolids Management

Management Practice	Handler or Preparer Type	Bulk or Bag Container	Amount (dry metric tons)	Pathogen Reduction Options	Vector Attraction Reduction Option
Other	Off-site Third-Party Handler or Preparer	Bag	15.87	Choose an item.	Choose an item.

If "Other" is selected for Management Practice, please explain (e.g. monofill or transport to another WWTP): [transport to another WWTP](#)

### D. Disposal site

Disposal site name: [See Attachment J](#)

TCEQ permit or registration number: [See Attachment J](#)

County where disposal site is located: [See Attachment J](#)

### E. Transportation method

Method of transportation (truck, train, pipe, other): [Truck](#)

Name of the hauler: [Magna Flow Environmental](#)

Hauler registration number: [21484](#)

Sludge is transported as a:

Liquid ☐ semi-liquid ☒ semi-solid ☐ solid ☐

## Section 10. Permit Authorization for Sewage Sludge Disposal

## (Instructions Page 53)

### A. Beneficial use authorization

Does the existing permit include authorization for land application of sewage sludge for beneficial use?

☐ Yes ☒ No

If **yes**, are you requesting to continue this authorization to land apply sewage sludge for beneficial use?

☐ Yes ☐ No

If **yes**, is the completed **Application for Permit for Beneficial Land Use of Sewage Sludge (TCEQ Form No. 10451)** attached to this permit application (see the instructions for details)?

☐ Yes ☐ No

### B. Sludge processing authorization

Does the existing permit include authorization for any of the following sludge processing, storage or disposal options?

Sludge Composting ☐ Yes ☒ No

Marketing and Distribution of sludge ☐ Yes ☒ No

Sludge Surface Disposal or Sludge Monofill ☐ Yes ☒ No

Temporary storage in sludge lagoons ☐ Yes ☒ No

If **yes** to any of the above sludge options and the applicant is requesting to continue this authorization, is the completed **Domestic Wastewater Permit Application: Sewage Sludge Technical Report (TCEQ Form No. 10056)** attached to this permit application?

☐ Yes ☐ No

## Section 11. Sewage Sludge Lagoons (Instructions Page 53)

Does this facility include sewage sludge lagoons?

☐ Yes ☒ No

If **yes**, complete the remainder of this section. If **no**, proceed to Section 12.

### A. Location information

The following maps are required to be submitted as part of the application. For each map, provide the Attachment Number.

- Original General Highway (County) Map:

**Attachment:** N/A

- USDA Natural Resources Conservation Service Soil Map:

**Attachment:** N/A

- Federal Emergency Management Map:

**Attachment:** N/A

- Site map:

**Attachment:** N/A

Discuss in a description if any of the following exist within the lagoon area. Check all that apply.

- ☐ Overlap a designated 100-year frequency flood plain
- ☐ Soils with flooding classification
- ☐ Overlap an unstable area
- ☐ Wetlands
- ☐ Located less than 60 meters from a fault
- ☐ None of the above

**Attachment:** N/A

If a portion of the lagoon(s) is located within the 100-year frequency flood plain, provide the protective measures to be utilized including type and size of protective structures:

N/A

## B. Temporary storage information

Provide the results for the pollutant screening of sludge lagoons. These results are in addition to pollutant results in *Section 7 of Technical Report 1.0*.

Nitrate Nitrogen, mg/kg: N/A

Total Kjeldahl Nitrogen, mg/kg: N/A

Total Nitrogen (=nitrate nitrogen + TKN), mg/kg: N/A

Phosphorus, mg/kg: N/A

Potassium, mg/kg: N/A

pH, standard units: N/A

Ammonia Nitrogen mg/kg: N/A

Arsenic: N/A

Cadmium: N/A

Chromium: N/A

Copper: N/A

Lead: N/A

Mercury: N/A

Molybdenum: N/A

Nickel: N/A

Selenium: N/A

Zinc: N/A

Total PCBs: N/A

Provide the following information:

Volume and frequency of sludge to the lagoon(s): N/A

Total dry tons stored in the lagoons(s) per 365-day period: N/A

Total dry tons stored in the lagoons(s) over the life of the unit: N/A

### C. Liner information

Does the active/proposed sludge lagoon(s) have a liner with a maximum hydraulic conductivity of  $1 \times 10^{-7}$  cm/sec?

☐ Yes ☐ No

If yes, describe the liner below. Please note that a liner is required.

N/A

### D. Site development plan

Provide a detailed description of the methods used to deposit sludge in the lagoon(s):

N/A

Attach the following documents to the application.

- Plan view and cross-section of the sludge lagoon(s)  
**Attachment:** N/A
- Copy of the closure plan  
**Attachment:** N/A
- Copy of deed recordation for the site  
**Attachment:** N/A
- Size of the sludge lagoon(s) in surface acres and capacity in cubic feet and gallons  
**Attachment:** N/A
- Description of the method of controlling infiltration of groundwater and surface water from entering the site  
**Attachment:** N/A
- Procedures to prevent the occurrence of nuisance conditions  
**Attachment:** N/A

### E. Groundwater monitoring

Is groundwater monitoring currently conducted at this site, or are any wells available for groundwater monitoring, or are groundwater monitoring data otherwise available for the sludge lagoon(s)?

☐ Yes ☐ No

If groundwater monitoring data are available, provide a copy. Provide a profile of soil types encountered down to the groundwater table and the depth to the shallowest groundwater as a separate attachment.

**Attachment:** N/A

## Section 12. Authorizations/Compliance/Enforcement (Instructions)

**A. Additional authorizations**

Does the permittee have additional authorizations for this facility, such as reuse authorization, sludge permit, etc?

☐ Yes ☒ No

If yes, provide the TCEQ authorization number and description of the authorization:

N/A

**B. Permittee enforcement status**

Is the permittee currently under enforcement for this facility?

☐ Yes ☒ No

Is the permittee required to meet an implementation schedule for compliance or enforcement?

☐ Yes ☒ No

If yes to either question, provide a brief summary of the enforcement, the implementation schedule, and the current status:

N/A

**Section 13. RCRA/CERCLA Wastes (Instructions Page 55)****A. RCRA hazardous wastes**

Has the facility received in the past three years, does it currently receive, or will it receive RCRA hazardous waste?

☐ Yes ☒ No

**B. Remediation activity wastewater**

Has the facility received in the past three years, does it currently receive, or will it receive CERCLA wastewater, RCRA remediation/corrective action wastewater or other remediation activity wastewater?

☐ Yes ☐ No

**C. Details about wastes received**

If yes to either Subsection A or B above, provide detailed information concerning these wastes with the application.

Attachment: N/A

# DOMESTIC WASTEWATER PERMIT APPLICATION

## WORKSHEET 2.0: RECEIVING WATERS

The following information is required for all TPDES permit applications.

### Section 1. Domestic Drinking Water Supply (Instructions Page 64)

Is there a surface water intake for domestic drinking water supply located within 5 miles downstream from the point or proposed point of discharge?

☐ Yes ☒ No

If **no**, proceed to Section 2. If **yes**, provide the following:

Owner of the drinking water supply: [Click to enter text.](#)

Distance and direction to the intake: [Click to enter text.](#)

Attach a USGS map that identifies the location of the intake.

Attachment: [Click to enter text.](#)

### Section 2. Discharge into Tidally Affected Waters (Instructions Page 64)

Does the facility discharge into tidally affected waters?

☐ Yes ☒ No

If **no**, proceed to Section 3. If **yes**, complete the remainder of this section. If no, proceed to Section 3.

#### A. Receiving water outfall

Width of the receiving water at the outfall, in feet: N/A

#### B. Oyster waters

Are there oyster waters in the vicinity of the discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from outfall(s).

N/A

#### C. Sea grasses

Are there any sea grasses within the vicinity of the point of discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s).

N/A

### Section 3. Classified Segments (Instructions Page 64)

Is the discharge directly into (or within 300 feet of) a classified segment?

☐ Yes ☒ No

If **yes**, this Worksheet is complete.

If **no**, complete Sections 4 and 5 of this Worksheet.

## Section 4. Description of Immediate Receiving Waters (Instructions Page 65)

Name of the immediate receiving waters: drainage ditch

### A. Receiving water type

Identify the appropriate description of the receiving waters.

- ☐ Stream
- ☐ Freshwater Swamp or Marsh
- ☐ Lake or Pond

Surface area, in acres: Click to enter text.

Average depth of the entire water body, in feet: Click to enter text.

Average depth of water body within a 500-foot radius of discharge point, in feet: Click to enter text.

- ☒ Man-made Channel or Ditch
- ☐ Open Bay
- ☐ Tidal Stream, Bayou, or Marsh
- ☐ Other, specify: Click to enter text.

### B. Flow characteristics

If a stream, man-made channel or ditch was checked above, provide the following. For existing discharges, check one of the following that best characterizes the area *upstream* of the discharge. For new discharges, characterize the area *downstream* of the discharge (check one).

- ☒ Intermittent - dry for at least one week during most years
- ☐ Intermittent with Perennial Pools - enduring pools with sufficient habitat to maintain significant aquatic life uses
- ☐ Perennial - normally flowing

Check the method used to characterize the area upstream (or downstream for new dischargers).

- ☐ USGS flow records
- ☐ Historical observation by adjacent landowners
- ☒ Personal observation
- ☐ Other, specify: Click to enter text.

### C. Downstream perennial confluences

List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point.

Jones Creek

#### D. Downstream characteristics

Do the receiving water characteristics change within three miles downstream of the discharge (e.g., natural or man-made dams, ponds, reservoirs, etc.)?

☐ Yes ☒ No

If yes, discuss how.

N/A

#### E. Normal dry weather characteristics

Provide general observations of the water body during normal dry weather conditions.

The receiving stream is a dry, man-made ditch

Date and time of observation: 4/9/2025 8:00 am

Was the water body influenced by stormwater runoff during observations?

☐ Yes ☒ No

### Section 5. General Characteristics of the Waterbody (Instructions Page 66)

#### A. Upstream influences

Is the immediate receiving water upstream of the discharge or proposed discharge site influenced by any of the following? Check all that apply.

- |   |  |
|---|--|
| <input type="checkbox"/> Oil field activities | <input checked="" type="checkbox"/> Urban runoff                                 |
| <input type="checkbox"/> Upstream discharges  | <input type="checkbox"/> Agricultural runoff                                     |
| <input type="checkbox"/> Septic tanks         | <input type="checkbox"/> Other(s), specify: <a href="#">Click to enter text.</a> |

#### B. Waterbody uses

Observed or evidences of the following uses. Check all that apply.

- |  |  |
|--|--|
| <input type="checkbox"/> Livestock watering    | <input type="checkbox"/> Contact recreation                                      |
| <input type="checkbox"/> Irrigation withdrawal | <input checked="" type="checkbox"/> Non-contact recreation                       |
| <input type="checkbox"/> Fishing               | <input type="checkbox"/> Navigation  |
| <input type="checkbox"/> Domestic water supply | <input type="checkbox"/> Industrial water supply                                 |
| <input type="checkbox"/> Park activities       | <input type="checkbox"/> Other(s), specify: <a href="#">Click to enter text.</a> |

#### C. Waterbody aesthetics

Check one of the following that best describes the aesthetics of the receiving water and the surrounding area.



- ☐ Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional
- ☐ Natural Area: trees and/or native vegetation; some development evident (from fields, pastures, dwellings); water clarity discolored
- ☒ Common Setting: not offensive; developed but uncluttered; water may be colored or turbid
- ☐ Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

# DOMESTIC WASTEWATER PERMIT APPLICATION

## WORKSHEET 6.0: INDUSTRIAL WASTE CONTRIBUTION

The following is required for all publicly owned treatment works.

### Section 1. All POTWs (Instructions Page 89)

#### A. Industrial users (IUs)

Provide the number of each of the following types of industrial users (IUs) that discharge to your POTW and the daily flows from each user. See the Instructions for definitions of Categorical IUs, Significant IUs - non-categorical, and Other IUs.

**If there are no users, enter 0 (zero).**

Categorical IUs:

Number of IUs: 0

Average Daily Flows, in MGD: 0

Significant IUs - non-categorical:

Number of IUs: 0

Average Daily Flows, in MGD: 0

Other IUs:

Number of IUs: 0

Average Daily Flows, in MGD: 0

#### B. Treatment plant interference

In the past three years, has your POTW experienced treatment plant interference (see instructions)?

☐ Yes ☒ No

**If yes**, identify the dates, duration, description of interference, and probable cause(s) and possible source(s) of each interference event. Include the names of the IUs that may have caused the interference.

N/A

#### C. Treatment plant pass through

In the past three years, has your POTW experienced pass through (see instructions)?

☐ Yes ☒ No

**If yes**, identify the dates, duration, a description of the pollutants passing through the treatment plant, and probable cause(s) and possible source(s) of each pass through event. Include the names of the IUs that may have caused pass through.

N/A

#### D. Pretreatment program

Does your POTW have an approved pretreatment program?

☐ Yes ☒ No

If **yes**, complete Section 2 only of this Worksheet.

Is your POTW required to develop an approved pretreatment program?

☐ Yes ☒ No

If **yes**, complete Section 2.c. and 2.d. only, and skip Section 3.

If **no to either question above**, skip Section 2 and complete Section 3 for each significant industrial user and categorical industrial user.

#### E. Service Area Map

Attach a map indicating the service area of the POTW. The map should include the applicant's service area boundaries and the location of any known industrial users discharging to the POTW. Please see the instructions for guidance.

Attachment: N/A

## Section 2. POTWs with Approved Programs or Those Required to Develop a Program (Instructions Page 90)

#### A. Substantial modifications

Have there been any **substantial modifications** to the approved pretreatment program that have not been submitted to the TCEQ for approval according to *40 CFR §403.18*?

☐ Yes ☐ No

If **yes**, identify the modifications that have not been submitted to TCEQ, including the purpose of the modification.

N/A

#### B. Non-substantial modifications

Have there been any **non-substantial modifications** to the approved pretreatment program that have not been submitted to TCEQ for review and acceptance?

☐ Yes ☐ No

If **yes**, identify all non-substantial modifications that have not been submitted to TCEQ, including the purpose of the modification.

N/A

#### C. Effluent parameters above the MAL

In Table 6.0(1), list all parameters measured above the MAL in the POTW's effluent monitoring during the last three years. Submit an attachment if necessary.

**Table 6.0(1) – Parameters Above the MAL**

Pollutant	Concentration	MAL	Units	Date
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

#### D. Industrial user interruptions

Has any SIU, CIU, or other IU caused or contributed to any problems (excluding interferences or pass throughs) at your POTW in the past three years?

☐ Yes ☐ No

If **yes**, identify the industry, describe each episode, including dates, duration, description of the problems, and probable pollutants.

N/A

### Section 3. Significant Industrial User (SIU) Information and Categorical Industrial User (CIU) (Instructions Page 90)

#### A. General information

Company Name: No SIUs in the service area

SIC Code: N/A

Contact name: N/A

Address: N/A

City, State, and Zip Code: N/A

Telephone number: N/A

Email address: N/A

#### B. Process information

Describe the industrial processes or other activities that affect or contribute to the SIU(s) or CIU(s) discharge (i.e., process and non-process wastewater).

N/A

#### C. Product and service information

Provide a description of the principal product(s) or services performed.

N/A

#### D. Flow rate information

See the Instructions for definitions of “process” and “non-process wastewater.”

Process Wastewater:

Discharge, in gallons/day: N/A

Discharge Type: ☐ Continuous ☐ Batch ☐ Intermittent

Non-Process Wastewater:

Discharge, in gallons/day: N/A

Discharge Type: ☐ Continuous ☐ Batch ☐ Intermittent

#### E. Pretreatment standards

Is the SIU or CIU subject to technically based local limits as defined in the instructions?

☐ Yes ☐ No

Is the SIU or CIU subject to categorical pretreatment standards found in *40 CFR Parts 405-471*?

☐ Yes ☐ No

**If subject to categorical pretreatment standards**, indicate the applicable category and subcategory for each categorical process.

Category: Subcategories: N/A

[Click or tap here to enter text.](#) N/A

#### F. Industrial user interruptions

Has the SIU or CIU caused or contributed to any problems (e.g., interferences, pass through, odors, corrosion, blockages) at your POTW in the past three years?

☐ Yes ☐ No

**If yes**, identify the SIU, describe each episode, including dates, duration, description of problems, and probable pollutants.

N/A
-----

**ATTACHMENT NOT REQUIRED**

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

**ATTACHMENT E**

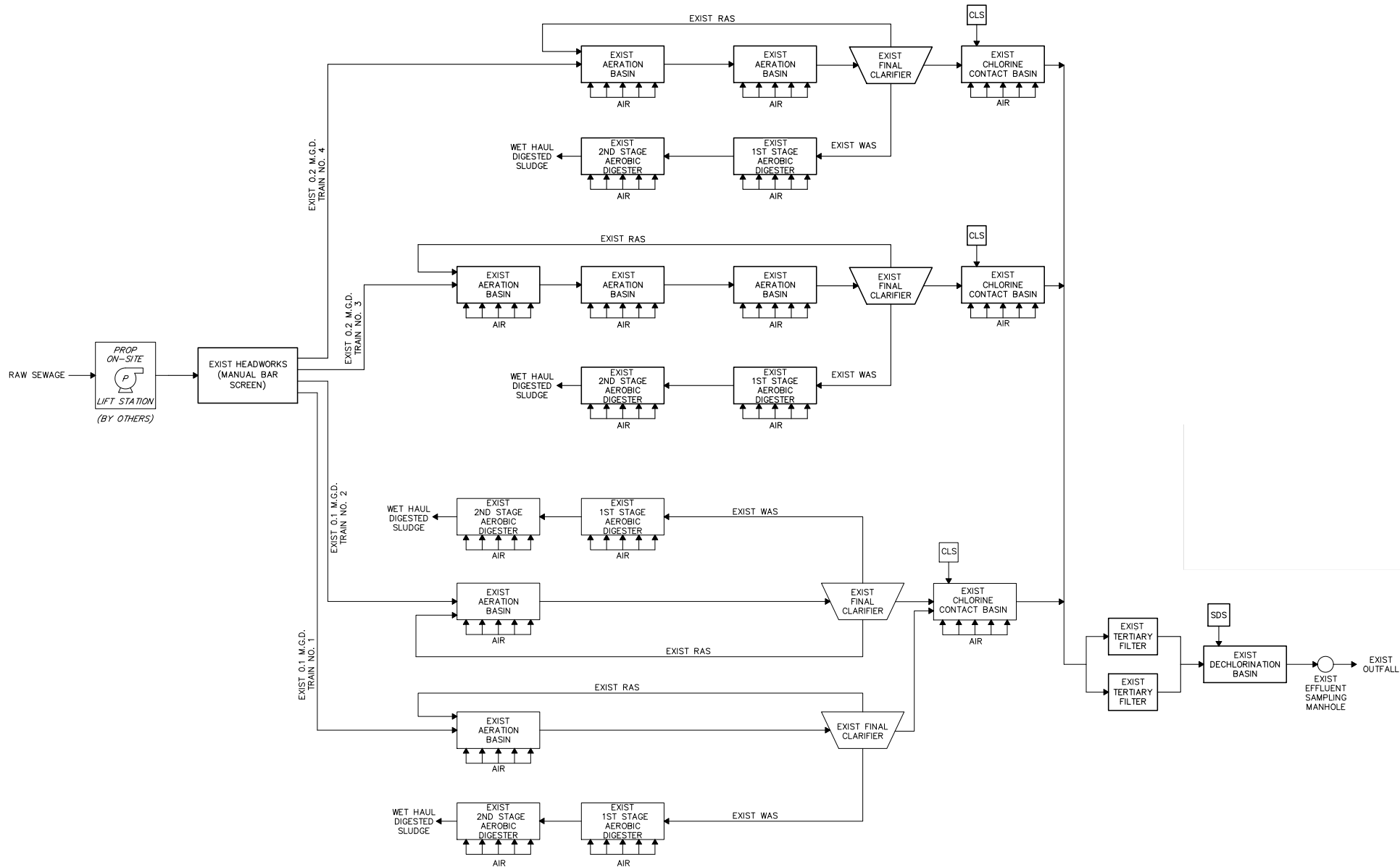
**FLOW SCHEMATICS**

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



## FLOW SCHEMATIC

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
0.60 MGD WASTEWATER TREATMENT PLANT  
TPDES PERMIT NO. WQ0015881001



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



**ATTACHMENT H**

**SUMMARY SUBMITTAL AND TCEQ APPROVAL LETTERS**

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

November 13, 2020

Nick C. Heilenman, P.E.  
JONES | CARTER  
6330 West Loop South, Suite 150  
Bellaire, TX 77401

Re: Fort Bend County Municipal Utility District 142  
Creeside Ranch Wwtp Expansion to 0.6 MGD, Lift Station 1 and Force Main  
Permit No. WQ0015308-001  
WWPR Log No. 1020/073  
CN602614547, RN107743353  
Fort Bend County

Dear Mr. Heilenman:

On October 21, 2020, TCEQ received the project summary transmittal letter dated October 19, 2020 for an expansion to the wastewater treatment plant and construction of a lift station and force main for Fort Bend County MUD 142, in Fort Bend County, Texas. The submitted project expansion is to increase the treatable average daily flow from 0.20 MGD to 0.60 MGD with its corresponding 4Q peak daily flow. The wastewater treatment plant is regulated by Water Quality permit WQ0015308001 which is currently progressing through the permitting process to obtain a minor amendment. The 0.60 MGD will represent an interim II flow under the updated permit. The plant must be able to produce an effluent to meet the concentration limits of 7 mg/l for CBOD<sub>5</sub>, 12 mg/l for TSS, 1 mg/l for NH<sub>3</sub>-N, and 126 cfu/100 ml for E. coli while maintaining a dissolved oxygen concentration of 6.0 mg/l. The listing of the units which will comprise the 0.60 MGD treatment system are shown below.

The rules which regulate the design, installation and testing of domestic wastewater projects are found in 30 TAC, Chapter 217, of the Texas Commission on Environmental Quality (TCEQ) rules titled, Design Criteria for Wastewater Systems.

The units which will comprise the 0.60 MGD treatment system are as follows:

- Aeration Basins
  - 2 existing aeration basins; 52' x 12' x 10.58' SWD each
  - 2 new basins; 52' x 12' x 10.44' SWD each
  - 39,262 ft<sup>3</sup> total volume
- Secondary Clarification
  - 2 existing clarifiers; 30' diameter with 10' SWD each
  - 2 new clarifiers; 45' diameter with 10' SWD
  - 45,946 ft<sup>3</sup> total clarifier volume
  - Volume is adequate for treating current permitted final phase average daily flow of 1.2 MGD (4.8 MGF peak daily flow)

- Chlorine Contact Basins
  - 3 separate 3,358 ft<sup>3</sup> basins
  - 1 for trains 1 & 2 and 1 each for trains 3 & 4
  - 10,614 ft<sup>3</sup> total chlorine contact basin treatment volume
  - Volume is adequate for treating current permitted final phase average daily flow of 1.2 MGD (4.8 MGD peak daily flow)
- Aerobic digesters
  - 2 existing digesters; 52' x 12' x 10.67' SWD each
  - 2 new 52' x 12' x 10.67' SWD each
  - 39, 948 ft<sup>3</sup> total digester volume
- Tertiary Filters
  - 2 tanks; 1 duty, 1 stand-by
  - Approximately 11.66' x 8.75' x 10.76' max. SWD; 2,207 ft<sup>3</sup> filter volume
- Dechlorination Unit
  - 18" pipe x 54 linear feet
  - 95.4 ft<sup>3</sup>

The submitted summary transmittal letter also contained 3 requests for variances to 30 TAC Chapter 217 requirements.

- The variance requested was of 30 TAC Chapter 217.155(b)(5)(A)(i) which requires a diffuser submergence depth of 10 ft. The plan is to use fabricated tanks as basins to comprise this wastewater treatment plant. Since the units will be fabricated and then transported there is a limit to the height of the units. The Engineer is requesting a submergence depth of 9.44 ft. and he is adjusted the air and other parameters to compensate for the shallower submergence depth. The requested variance is conditionally approved for this system based on there being no issues with the dissolved oxygen rating in the aeration basin and no issues with meeting treatment requirements of the issued permit.
- The second requested variance is to 30 TAC Chapter 217.33(c)(2)(A) which requires a 20 time the head over weir length for an approach channel to the effluent weir. The Engineer is proposing 11.3 times the head on weir distance for the straight channel leading to the effluent weir; approximately 8.5 feet. Given the dimensions and layout of the manufactured components the 11.3 times length should produce a uniform flow over the weir and not impede accurate flow measurement over the weir. The requested variance is conditionally approved.
- The final requested variance is for 39 TAC Chapter 217.281(b)(3) which requires rounded corners in the chlorine contact basin. The units are fabricated offsite and delivered. The Engineer has no control over the production of the rectangular tanks. The selected tanks are of size and dimension to produce an extremely adequate detention time and no issues should be encountered as a result of having an unround corner. The requested variance is conditionally approved.

**The TCEQ review of the submitted information seems to indicate that the project as designed meets at least the minimum requirements of 30 TAC Chapter 217: Design Criteria for Wastewater Systems except for the requested and approved variances. Given the result of the TCEQ review the project as designed is conditionally approved for completion for an average daily flow of 0.60 MGD with a 4Q peak daily flow as it should enable adequate the treatment to meet current permitted effluent concentration limits. The condition of this approval is the final issued permit must not be issued with more stringent effluent concentration limits than what is listed in paragraph 1 of this letter; if the issued effluent concentration limits are more stringent the plant must be resubmitted for review.**

You must keep certain materials on file for the life of the project and provide them to TCEQ upon request. These materials include an engineering report, test results, a summary transmittal letter, and the final version of the project plans and specifications. These materials shall be prepared and sealed by a Professional Engineer licensed in the State of Texas and must show substantial compliance with Chapter 217. All plans and specifications must conform to any waste discharge requirements authorized in a permit by the TCEQ. Certain specific items which shall be addressed in the engineering report are discussed in §217.10. Additionally, the engineering report must include all constants, graphs, equations, and calculations needed to show substantial compliance with Chapter 217.

If in the future, additional variances from any 30 TAC Chapter 217 requirements are desired for the project, each variance must be requested in writing by the design engineer. Then, the TCEQ will consider granting a written approval to the variance from the rules for the specific project and the specific circumstances.

Within 60 days of the completion of construction, an appointed engineer shall notify both the Wastewater Permits Section of the TCEQ and the appropriate Region Office of the date of completion. The engineer shall also provide written certification that all construction, materials, and equipment were substantially in accordance with the approved project, the rules of the TCEQ, and any change orders filed with the TCEQ. All notifications, certifications, and change orders must include the signed and dated seal of a Professional Engineer licensed in the State of Texas.

Please be reminded of 30 TAC §217.7(a) of the rules which states, "Approval given by the executive director or other authorized review authority does not relieve an owner of any liability or responsibility with respect to designing, constructing, or operating a collection system or treatment facility in accordance with applicable commission rules and the associated wastewater permit".

Nick C. Heilenman, P.E.  
Page 4  
November 13, 2020

If you have any questions, or if we can be of any further assistance, please call me at (512) 239-1372.

Sincerely,

A handwritten signature in black ink that reads "Paul A. Brochi". The signature is written in a cursive, flowing style. The first letter "P" is large and loops around the word "Sincerely".

Paul A. Brochi, P.E.  
Wastewater Permits Section (MC 148)  
Water Quality Division  
Texas Commission on Environmental Quality

PAB/tc

October 19, 2020

Mr. Louis C. Herrin, III, P.E.  
Texas Commission on Environmental Quality - MC 148  
Building F, 2<sup>nd</sup> Floor  
12100 Park 35 Circle  
Austin, Texas 78753

Re: Chapter 217 Summary Transmittal Letter  
Permittee: Fort Bend County Municipal Utility District No. 142  
Via Agreement with Fort Bend County Municipal Utility District No. 229  
Project Names: Creekside Ranch Wastewater Treatment Plant Expansion to 0.6 MGD;  
Lift Station No. 1 and Force Main  
TPDES Permit No.: WQ0015308001  
County: Fort Bend County, Texas

Dear Mr. Herrin:

The purpose of this letter is to provide the TCEQ with the information necessary to comply with the requirements of 30 TAC §217.6 of the TCEQ's rules titled, Design Criteria for Domestic Wastewater Systems.

Two separate sets of construction plans and specifications for work proposed at the same wastewater treatment plant site are to be bid under a single construction contract.

The necessary information includes:

1. Engineering Firm: Jones | Carter  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401
2. Design Engineer (Creekside Ranch Wastewater Treatment Plant Expansion to 0.6 MGD):  
Mr. Nick C. Heilenman, P.E.  
Phone: (713) 777-5337  
Email: [nheilenman@jonescarter.com](mailto:nheilenman@jonescarter.com)
3. Design Engineer (Lift Station No. 1 and Force Main):  
Mr. Connor Young, P.E.  
Phone: (713) 777-5337  
Email: [cryoung@jonescarter.com](mailto:cryoung@jonescarter.com)





Mr. Louis C. Herrin, III, P.E.

Page 2

October 19, 2020

Wastewater Treatment Plant and Lift Station Owner:

Fort Bend County Municipal Utility District No. 229

C/O JDS Nursery Tract, L.L.C

5005 Riverway, Suite 500

Houston, TX 77056

Attention: Mr. Michael Cox

4. Aside from the variances listed below, the plans and specifications for the Creekside Ranch Wastewater Treatment Plant Expansion to 0.6 MGD are in substantial compliance with all the requirements of Chapter §217.

**We request a variance from the requirements of Chapter 217 regarding the diffuser submergence depth in §217.155(b)(5)(A)(i).** The preferred design method for wastewater package tanks includes the tanks being welded and coated in a fabricator's shop to ensure optimal conditions for coating applications. Should the tank be assembled and welded on site, the quality of coating application may be reduced due to less than optimal environmental conditions. Due to height restrictions on some highway underpasses, the maximum height for delivered wastewater package tanks is limited. The proposed design will include all necessary basin freeboard, adequate air supply for a lesser submergence and the necessary tankage for a lesser water depth. We request a diffuser submergence of 9.44-feet (9.44') be approved for the aeration basins for this project.

**We request a variance from the requirements of Chapter 217 regarding a channel approach section to a weir requiring a straight length of at least 20 times the expected head on a weir in §217.33(c)(2)(A) for the chlorine contact basin.** The manufacturer's equipment capabilities allow for a shorter length of run while still maintaining accurate flow measurement in the chlorine contact flow measurement basin. The proposed chlorine contact flow measurement basins for Train Nos. 3 and 4 will have straight runs of 8.5 feet (8.5'), resulting in a length of 11.3 times the expected head on the weir. We request a straight run of 11.3 times the expected head on the weir be approved for the flow measurement basins for Train Nos. 3 and 4 for this project.

**We request a variance from the requirements of Chapter 217 regarding the use rounded corners in a chlorine contact basin §217.281(b)(3).** The proposed wastewater packaged tanks are fabricated as rectangular metallic structures. These tanks are typically welded and cannot be constructed with rounded corners. Based on the manufacturer's typical tank dimensions, the proposed chlorine contact basins are sized to provide a minimum detention time of 46.5 minutes at peak flow.

It is my best professional judgment that the variances requested in this letter will not threaten public health or the environment.



Mr. Louis C. Herrin, III, P.E.

Page 2

October 19, 2020

5. The plans and specifications for the Lift Station No. 1 and Force Main project are in substantial compliance with all the requirements of Chapter §217 and does not include any variances.
6. The proposed designs do not include any innovative or nonconforming technologies.
7. The existing and proposed facilities will be located off Fulshear-Gaston Road in the City of Houston E.T.J and in Fort Bend County, Texas (F.B. Key Map No. 524-N).
8. The purpose of this project is to provide wastewater treatment capacity to serve future District development. The proposed project includes the construction of a lift station and force main (Lift Station No. 1 and Force Main) and a wastewater treatment plant expansion (Creekside Ranch Lift Station Expansion to 0.6 MGD).

The Lift Station No. 1 and Force Main project includes a submersible pump lift station designed for a firm pumping capacity of 556 gpm with two (2) pumps running, pumping through approximately 150 linear feet (150') of six-inch (6") diameter ductile iron force main that will discharge into a proposed elevated headworks, which is included in the design of the Creekside Ranch Wastewater Treatment Plant Expansion to 0.6 MGD project. The proposed work includes a twelve-foot (12") diameter concrete wet well complete with three (3) submersible pumps, riser piping and valves, force main piping, protective coatings, an on-site influent sanitary sewer manhole, and all other associated electrical work, site work and drainage.

The Creekside Ranch Wastewater Treatment Expansion to 0.6 MGD project includes the installation of an elevated steel headworks, two (2) 0.2 MGD ADF leased interim package wastewater treatment plants (0.4 MGD ADF in added capacity), tertiary filters, dechlorination equipment, a diesel generator with automatic transfer switch, and site work. The generator will be capable of operating all critical lift station equipment. Each individual 0.2 MGD package wastewater treatment plant (Train No. 3 and Train No. 4) shall include two (2) aeration basins; a final clarifier; a chlorine contact basin; two (2) aerobic digester basins; a non-potable water system; chlorination equipment and chlorination building; eyewash and safety showers with canopies; walkways, bridges, and handrails; air diffusion equipment; air lifts; thermal mass air flow meters for the RAS and WAS Air lifts; blowers; aboveground interconnecting piping, valves, fittings, supports; hose bibbs; control panels for equipment including the blowers, clarifier, non-potable water system, chlorination equipment and effluent flow measurement equipment. The proposed tertiary filters and dechlorination equipment will serve all existing and proposed trains.

Detailed in the attached Waste Disposal Agreement, Fort Bend County Municipal Utility District No. 142 (WQ0015308001) currently leases and operates a 0.2 MGD package WWTP which will be expanded to 0.6 MGD by FBCMUD 229. The 0.6 MGD WWTP will provide capacity for FBMUD 142 and FBCMUD 229 until the completion of FBCMUD 142's permanent WWTP, at which time, ownership of the 0.2 MGD WWTP will be transferred to FBCMUD 229.





Mr. Louis C. Herrin, III, P.E.

Page 2

October 19, 2020

Refer to Attachment I for a list of facilities being altered, constructed, rehabilitated, and re-rated and refer to Attachment II for a layout of these items.

If you have any questions regarding this project, please contact us at (713) 777-5337 or by email at [nheilenman@jonescarter.com](mailto:nheilenman@jonescarter.com) or [cryoung@jonescarter.com](mailto:cryoung@jonescarter.com).

Sincerely,

A handwritten signature in blue ink that reads 'Nick Heilenman'.

Nick C. Heilenman, P.E.

For Creekside Ranch Wastewater  
Treatment Plant Expansion to 0.6 MGD:



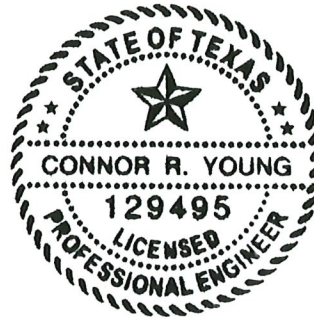
10/19/2020

Sincerely,

A handwritten signature in blue ink that reads 'Connor R. Young'.

Connor Young, P.E.

For Lift Station No. 1 and Force Main:



10/19/20

NCH/bmm

K:\16338\16338-0001-00 Creekside Ranch WWTP Expansion to 0.6 MG\Project Management\Correspondence\TCEQ \LETTER To TCEQ Summary  
Transmittal Letter.doc

Enclosures

## ATTACHMENT I

### LIST OF TREATMENT UNITS TO COMPLY WITH TCEQ 217.6 (8) (B)

Below is a list of all of the treatment units that will be altered, constructed, rehabilitated, or re-rated within the project scope:

#### Lift Station No. 1 and Force Main:

1. Proposed Lift Station
  - a. Constructed
2. Proposed 6" Diameter Ductile Iron Force Main
  - a. Constructed

#### Wastewater Treatment Plant:

3. Proposed Elevated Steel Headworks with Manual Bar Screen
  - a. Constructed
4. Proposed Aeration Basins (Train No. 3)
  - a. Constructed
5. Proposed Aeration Basins (Train No. 4)
  - a. Constructed
6. Proposed Clarifier (Train No. 3)
  - a. Constructed
7. Proposed Clarifier (Train No. 4)
  - a. Constructed
8. Proposed Chlorine Contact Basin (Train No. 3)
  - a. Constructed
9. Proposed Chlorine Contact Basin (Train No. 4)
  - a. Constructed
10. Proposed Digesters (Train No. 3)
  - a. Constructed
11. Proposed Digesters (Train No. 4)
  - a. Constructed
12. Proposed Blowers (Train No. 3)
  - a. Constructed
13. Proposed Blowers (Train No. 4)
  - a. Constructed
14. Proposed Disinfection System (Train No. 3)
  - a. Constructed
15. Proposed Disinfection System (Train No. 4)
  - a. Constructed
16. Proposed Non-Potable Water System (Train No. 3)
  - a. Constructed

- 17. Proposed Non-Potable Water System (Train No. 4)
  - a. Constructed
- 18. Proposed Tertiary Filters
  - a. Constructed
- 19. Proposed Dechlorination System (Feed Equipment and Induction Pumps)
  - a. Constructed



## **WASTE DISPOSAL AGREEMENT**

This WASTE DISPOSAL AGREEMENT (this "Agreement") is made and entered into as of November 1, 2019 (the "Effective Date"), by and between FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142, a political subdivision of the State of Texas organized under Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended ("No. 142"), and JDS NURSERY TRACT, LLC, a Texas limited liability company ("JDS"), on behalf of Fort Bend County Municipal Utility District No. 229, created as a political subdivision of the State of Texas organized under Article XVI, Section 59 of the Constitution of the State of Texas and to operate under the provisions of Chapters 8062, Texas Special District Local Laws Code ("No. 229"). The term No. 229 as used in this Agreement shall be construed to include both JDS and No. 229, as it is the intention of the Parties (defined below) that all rights, benefits, and obligations pursuant to this Agreement shall be assigned to No. 229 upon its organization pursuant to the terms and conditions of Section 8.11 of this Agreement. Thus, the representations herein by No. 229 at this time represent JDS's commitment to cause or direct the same to occur. No. 142 and No. 229 are each individually at times referred to herein as a "Party" and, collectively, as the "Parties."

### **RECITALS**

A. JDS purchased that certain 437.6585 acre tract more particularly described on **Exhibit "A"** attached hereto (the "Subject Property") over which No. 229 has been created.

B. No. 142 and No. 229 were created and organized for the purpose, among others, of protecting, preserving, and restoring the purity and sanitary condition of water within the State

of Texas. No. 142 and No. 229 are empowered to collect, transport, process, dispose of, and control domestic and commercial wastes.

C. No. 142 has: (i) constructed a system for the transportation, collection, and treatment of wastewater within its boundaries (together with any extensions thereof and additions thereto, the "No. 142 System"), and (ii) engaged Jones & Carter, Inc. ("No. 142's Engineer") to provide professional engineering services relative to the No. 142 System.

D. Pursuant to that certain Lease Agreement with Option to Purchase by and between No. 142 and AUC Group, LP (the "Lessor"), dated as of June 23, 2016 (as amended from time to time, the "Lease"), No. 142 currently leases and operates the temporary wastewater treatment plant located 0.8 miles southeast of the intersection of Farm-to-Market Road 359 and Fulshear-Gaston Road in Fort Bend County, Texas (the "Temporary Plant") pursuant to Texas Pollutant Discharge Elimination System ("TPDES") Permit No. WQ0015308001 (as amended from time to time, the "No. 142 Permit") issued by the Texas Commission on Environmental Quality (the "TCEQ").

E. In accordance with the terms of the Lease, No. 142 previously paid \$238,000 (the "Installation Costs") for the construction and installation of Phase I and Phase II of the Temporary Plant, which is currently capable of treating 200,000 gallons of wastewater per day ("gpd"), average daily flow (the "Initial Maximum Plant Capacity") and serving eight hundred (800) equivalent single family connections ("ESFCs").

F. No. 142 is currently designing and intends to construct a permanent wastewater treatment plant capable of treating 1,200,000 gpd (the "Permanent Plant") on the tract labeled as the Permanent Plant Site on **Exhibit "B"** (the "Permanent Plant Site")

G. No. 142 currently requires approximately three hundred fifty (350) ESFCs of wastewater treatment capacity in the Temporary Plant, and will require approximately eight hundred five (805) ESFCs of capacity in the Temporary Plant sufficient to serve development in the Creekside Ranch subdivision and adjacent tracts within No. 142's jurisdictional boundaries prior to the completion of the Permanent Plant (the "No. 142 Capacity").

H. In anticipation of the construction of the Permanent Plant, No. 142 has filed an application for a major amendment to the No. 142 Permit (the "Major Amendment") with the TCEQ to amend the No. 142 Permit to allow No. 142 to treat 1,200,000 gpd at the Permanent Plant (the "No. 142 Required Permitted Capacity").

I. The current design for the Permanent Plant allows the Permanent Plant to meet the effluent limitations set forth on **Exhibit "C"** (the "Limitations"), which are in excess of the effluent limitations with which No. 142 would be required to comply pursuant to the No. 142 Permit as amended by the Major Amendment.

J. In order to serve development within its jurisdictional boundaries, No. 229 will construct a system for the collection and transportation of wastewater (together with any extensions thereof and additions thereto, the "No. 229 System") and will require a TPDES permit (the "No. 229 Permit") to allow it to treat 600,000 gpd (the "No. 229 Required Permitted Capacity"). The No. 229 Required Permitted Capacity and the No. 142 Required Permitted Capacity are collectively referred to herein as the "Combined Required Permitted Capacity."

K. From the date on which No. 229 begins sending flows to the Temporary Plant (the "No. 229 System Operational Date") until the Transfer Date (defined below) (the "Temporary Service Period"), No. 142 will provide No. 229 with capacity in the Temporary Plant sufficient

to serve two hundred seventy (270) ESFCs (the "No. 229 Capacity") and No. 229 will pay its pro rata share of the operation and maintenance expenses of the Temporary Plant to No. 142.

L. The total capacity required from the Temporary Plant to provide the No. 229 Capacity together with the No. 142 Capacity will exceed the Initial Maximum Plant Capacity, and, therefore, the construction of improvements (the "Expansion Improvements") required to expand the capacity of the Temporary Plant to allow it to treat up to 600,000 gpd (the "Expansion") is necessary to provide the No. 142 Capacity and the No. 229 Capacity throughout the Temporary Service Period.

M. In order to meet TCEQ effluent limitations, provide for the Expansion, and meet all other requirements necessary to obtain the TPDES permits and permit amendments needed to provide the Combined Required Permitted Capacity, No. 142 and No. 229 will need to cooperate in discussions with the TCEQ and in the preparation and submission of such necessary TPDES permit and permit amendment applications.

N. No. 142 will, after receiving TCEQ approval of its application for the Major Amendment, submit an application to the TCEQ for a subsequent amendment to the No. 142 Permit to include the Limitations and provide for the Expansion (the "Subsequent Amendment").

O. No. 229 will submit an application to the TCEQ for the No. 229 Permit including effluent limitations at least as stringent as the Limitations.

P. No. 142 will no longer require the Temporary Plant after the date on which the Permanent Plant is certified complete by No. 142's Engineer and No. 142 begins sending flows to the Permanent Plant (the "Permanent Plant Operational Date").

Q. In order to provide cost savings to both No. 142 and No. 229, on the tenth (10<sup>th</sup>) business day after the Permanent Plant Operational Date (the "Transfer Date"): (i) No. 142 will



assign the Lease to No. 229, (ii) No. 229 will pay the Installation Costs to No. 142, and (iii) No. 229 will purchase from No. 142 an approximately 2.7 acre portion of the Permanent Plant Site on which the Temporary Plant is located and may be expanded, as depicted on **Exhibit "B"** attached hereto (the "Temporary Plant Site").

R. As part of the development of the Subject Tract, No. 229 will construct a road to the Permanent Plant Site through the Subject Tract over the route generally depicted on **Exhibit "D"** (the "Access Route"), which will provide No. 142 and any consultants, engineers, contractors, agents, and other representatives of No. 142 access to the Permanent Plant (the "Required Access").

S. The Parties desire to enter into this Agreement to provide that: (i) the Parties will cooperate in all discussions and take all actions necessary to obtain the TPDES permits and permit amendments required to provide (a) sufficient permitted capacity to serve both Parties during the Temporary Service Period by means of the Expansion and (b) the Combined Required Permitted Capacity, (ii) the Parties will cooperate to make any upgrades required to the Temporary Plant to comply with such TPDES permits, (iii) No. 142 will provide No. 229 with the No. 229 Capacity throughout the Temporary Service Period, (iv) the Parties will cooperate to construct the Expansion Improvements to provide the No. 229 Capacity and the No. 142 Capacity throughout the Temporary Service Period, (v) No. 229 will pay its pro rata share of the operation and maintenance expenses of the Temporary Plant during the Temporary Service Period, (vi) No. 142 will assign the Lease to No. 229, (vii) No. 229 will pay the Installation Costs to No. 142, (viii) No. 229 will purchase the Temporary Plant Site from No. 142, and (vii) No. 229 will construct an access road over the Access Route to provide the Required Access to No. 142.

T. No. 142 and No. 229 have each determined that: (i) this Agreement and the goods and services to be provided hereunder substantially advance the legitimate interests and public purposes of No. 142 and No. 229, and (ii) No. 142 and No. 229 are authorized to enter into this Agreement pursuant to the Constitution and laws of the State of Texas.

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of these premises and the mutual agreements, covenants, benefits, and obligations set forth and contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties contract and agree as follows:

## **ARTICLE I**

### **RECITALS; INTERPRETATION; PREPARATION**

Section 1.1 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

Section 1.2 Titles, Headings, and Exhibits.

1.2.1 The titles, headings, and captions appearing in the articles of this Agreement and following each numbered section of this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provisions hereof, or in connection with the duties, obligations, or liabilities of the respective Parties hereto or in ascertaining intent, if any questions of intent should arise.

1.2.2 The exhibits attached hereto are incorporated as part of this Agreement for all purposes.

Section 1.3 Interpretation of Agreement.

1.3.1 This Agreement and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

1.3.2 Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and *vice versa*, and words of the singular number shall be construed to include correlative words of the plural number and *vice versa*. The word "include," and any of its derivatives, shall be interpreted as language of example and not of limitation, and shall be deemed to be followed by the words "without limitation," unless otherwise expressly provided herein. The word "shall" is mandatory and the word "may" is permissive.

1.3.3 The Parties agree that this Agreement shall not be construed in favor of or against a Party on the basis that the Party did or did not author this Agreement.

Section 1.4 Preparation Costs. No. 229 shall pay to No. 142 all attorneys' fees and engineering fees incurred by No. 142 in connection with the preparation of this Agreement (the "Preparation Costs") within thirty (30) days of the organizational meeting of No. 229.

## ARTICLE II

### WASTE DISCHARGE PERMITS

Section 2.1 Cooperation. The Parties, in accordance with the terms and conditions of this Article II, shall use all reasonable efforts to initiate discussions with the TCEQ and take all

actions reasonably necessary to cooperate in the preparation and submission of all TPDES permits and permit amendments, including the Major Amendment, the No. 229 Permit and the Subsequent Amendment, required to: (i) provide the permitted capacity for the Temporary Plant required to ensure provision of the No. 142 Capacity and the No. 229 Capacity throughout the Temporary Service Period by means of the Expansion, (ii) provide the Combined Required Permitted Capacity, and (iii) otherwise fulfill the purposes of this Agreement.

Section 2.2 Costs and Expenses. The costs and expenses of all actions required by this Article II, including the costs and expenses of the preparation and submission to the TCEQ of applications for the Subsequent Amendment, the No. 229 Permit, and any other required TPDES permits or permit amendments (but excluding the costs for preparation and submission of the Major Amendment), shall be paid by No. 229.

Section 2.3 No. 142 Major Amendment. The Parties acknowledge and agree that, prior to the Effective Date, No. 142 has submitted an application to the TCEQ for the Major Amendment. No. 229 shall not take, and No. 142 shall not be required to take, any action that in any way disrupts or delays the process for obtaining the TCEQ's approval of No. 142's application for the Major Amendment.

Section 2.4 Subsequent Amendment. As soon as reasonably practicable after the TCEQ approves the Major Amendment, No. 142 shall submit an application to the TCEQ for the Subsequent Amendment. In no event shall No. 142 be required to include any effluent limitations more stringent than the Limitations on the No. 142 Permit as part of the Subsequent Amendment or otherwise.

Section 2.5    Application for the No. 229 Permit. No. 229 shall submit an application to the TCEQ for the No. 229 Permit including effluent limitations (i) at least as stringent as the Limitations and (ii) sufficient to allow the TCEQ to provide the No. 142 Ultimate Required Capacity (as part of the No. 142 Permit, as modified by the Subsequent Amendment) and the No. 229 Ultimate Required Capacity (as part of the No. 229 Permit).

Section 2.6    Upgrades to the Temporary Plant. No. 142 and No. 229 shall cooperate in connection with all requirements related to the No. 142 Permit and/or the No. 229 Permit relative to the Temporary Plant. Any modifications or upgrades to the Temporary Plant to allow it to operate within the requirements of the No. 142 Permit during the Temporary Service Period or the No. 229 Permit after the Temporary Service Period, whether such upgrades must be made before, during, or after the Temporary Service Period in order to provide any or all of the No. 229 Capacity, shall be at the sole cost and expense of No. 229.

Section 2.7    Combined Permitted Capacity. After the issuance of the No. 142 Permit and the No. 229 Permit, neither Party shall take any action to amend or otherwise modify its respective TPDES permit in any way that would prevent the Parties from retaining the Combined Required Permitted Capacity. The obligations of the Parties under this Section 2.7 shall survive the termination of this Agreement.

### **ARTICLE III**

#### **TEMPORARY CAPACITY**

Section 3.1    Temporary Capacity. No. 142 shall provide the No. 229 Capacity in the Temporary Plant to No. 229 throughout the Temporary Service Period pursuant to the terms and conditions of this Article III.

Section 3.2 Point of Discharge. The point of discharge of wastewater from the No. 229 System to the Temporary Plant (the "Point of Discharge") shall be determined by No. 229, subject to the approval of No. 142's Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 3.3 Title to and Responsibility for Wastewater. Title to and possession and control of wastewater shall remain with No. 229 until it passes through the Point of Discharge, where title to and possession and control of such wastewater shall pass from No. 229 to No. 142.

Section 3.4 Responsibilities of the Parties.

3.4.1 No. 142 shall be solely responsible for the operation of the Temporary Plant in accordance with the Regulatory Requirements (defined in Section 3.5) during the Temporary Service Period.

3.4.2 No. 142 shall have no responsibility or liability arising out of the operation or maintenance of the No. 229 System or any other facilities constructed by No. 229 to collect and transport wastewater from the Subject Tract to the Point of Discharge.

3.4.3 No. 229 shall be responsible for any and all claims, penalties, fines, liabilities, or judgments arising out of or related to the discharge of wastewater from the No. 229 System to the Point of Discharge and the treatment of such wastewater by the Temporary Plant during the Temporary Service Period, including, fines or penalties for violations or alleged violations of the No. 142 Permit (to the extent such claims, penalties, fines, liabilities, or judgments can be determined to be arising out of or related to the discharge of wastewater from the No. 229 System to the Point of Discharge).

Section 3.5 Quality of Wastewater. The wastewater transported through the No. 229 System to the Point of Discharge for treatment at the Temporary Plant shall comply with all applicable requirements and provisions of any state or federal law, and any permits, rules, orders, or regulations issued or adopted from time to time by any state, federal, local, or other regulatory authority having jurisdiction, including No. 142, concerning: (i) wastewater collection and treatment, (ii) wastewater quality and condition, including any industrial waste pretreatment requirements, or (iii) the design and construction of the No. 142 System and the No. 229 System (the "Regulatory Requirements"). No. 142 shall not be obligated to accept wastewater from No. 229 which does not comply with the requirements of this Section 3.5.

Section 3.6 Design and Construction of the Expansion Improvements Generally.

3.6.1 Upon completion of construction, the Expansion Improvements shall become a part of the Temporary Plant.

3.6.2 As among the Parties, No. 142 shall be responsible for the design and construction of the Expansion Improvements. The Expansion Improvements shall be constructed, and all equipment, materials, and supplies required in connection with the construction of the Expansion Improvements shall be acquired, in the name of No. 142 or the Lessor, as applicable. The Expansion Improvements shall be installed, construction contracts shall be awarded, and payment and performance bonds obtained in the name of No. 142 and in accordance with the laws governing municipal utility districts in Texas and in full compliance with the rules and regulations of the FBDD, the Texas Commission on Environmental Quality (the "TCEQ"), and any other agencies having jurisdiction.

3.6.3 No. 142 shall enter into an amendment to the Lease to provide for the construction and installation of the Expansion Improvements (the "Amendment").

Section 3.7 Expansion Improvement Costs.

3.7.1 No. 229 shall pay for all of the costs of the design and construction of the Expansion Improvements, including the costs of the Amendment, (the "Expansion Improvement Costs") pursuant to the terms and conditions of this Article III.

3.7.2 No. 229 shall be responsible for depositing the Escrowed Amount (defined in Section 3.9.4 below) into escrow with No. 142 such that No. 142 may fund the design and construction of the Expansion Improvements. No. 142 shall place the Escrowed Amount into a special account of No. 142 (the "Escrow Account"), kept separate from all other accounts and funds of No. 142, and administered pursuant to Section 3.10 of this Agreement. In lieu of depositing the Escrow Amount into the Escrow Account, No. 229, may elect to: (i) execute special conditions to the Construction Contract (defined in Section 3.9.2 below), in the form attached hereto as **Exhibit "F"** (the "Special Conditions"), whereby No. 229 shall guarantee payment under the Construction Contract and the Contractor shall look exclusively to No. 229 for payment, and (ii) provide a "set-aside" letter from a financial institution in favor of No. 142 for the Construction Contract Amount (defined in Section 3.9.4 below), in the form attached hereto as **Exhibit "G"** (the "Set Aside Letter"). No. 229 shall notify No. 142 of its election to either deposit the Escrowed Amount or execute the Special Conditions and Set Aside Letter at the time No. 229 provides the Initial Deposit to No. 142.

Section 3.8 Design of the Expansion Improvements. Within ninety (90) days of the Effective Date, No. 142's Engineer shall provide a good faith estimate of the cost of the



engineering design component of the Expansion Improvement Costs and the Amendment (the "Design and Amendment Estimate") to No. 229. Within thirty (30) days of receipt of the Design and Amendment Estimate, No. 229 shall escrow the full amount of the Design and Amendment Estimate with No. 142 (the "Initial Deposit"). Upon receipt of the Initial Deposit, No. 142 shall, as soon as reasonably practicable, enter into the Amendment and, immediately thereafter, instruct No. 142's Engineer to commence design of plans and preparation of specifications for the construction of the Expansion Improvements (the "Plans"). Upon completion of the Plans, No. 142 shall cause No. 142's Engineer to submit the Plans to No. 229 for review and approval.

### Section 3.9    Construction of the Expansion Improvements.

3.9.1    Within thirty (30) days after the Plans have been approved by No. 229 and all regulatory agencies with jurisdiction, No. 142 shall advertise the construction of the Expansion Improvements for bids and shall cause No. 142's Engineer to recommend an award.

3.9.2    Award of the construction contract for the Expansion Improvements (the "Construction Contract") shall be approved by the Board of Directors of No. 142 (the "Board"). If No. 229 elects to execute the Special Conditions, award of the Construction Contract by No. 142 shall be subject to No. 229's delivery of executed Special Conditions and the Set Aside Letter.

3.9.3    No. 142 expressly reserves the right to complete the construction of the Expansion Improvements under a contract that may additionally provide for the construction of other water, sanitary sewer, and drainage facilities, recreational facilities and/or paving improvements (the "Other Improvements"); provided, however, in such case: (i) No. 229 shall not be responsible for the cost of design or construction of the Other Improvements, (ii) general

costs of contracting (such as advertising, mobilization, cost of payment and performance bonds) shall be apportioned between No. 142 and No. 229 based upon the relative percentages of the Expansion Improvements and the Other Improvements, and (iii) the Special Conditions shall be modified to only apply to the Expansion Improvements and not to the Other Improvements.

3.9.4 Within five (5) business days of award of the Construction Contract, No. 229 shall escrow with No. 142 the amount of the Construction Contract (or portion thereof in accordance with Section 3.9.3 above), plus a contingency in the amount of five percent (5%) thereof (the "Construction Contract Amount," and together with the Initial Deposit and any Supplemental Deposits (defined in Section 3.10.2 below), the "Escrowed Amount"). No. 229's requirement to escrow the Construction Contract Amount shall not apply if No. 229 has executed the Special Conditions.

3.9.5 No. 142 shall cause No. 142's Engineer to act as project engineer and to recommend approvals of pay estimates and change orders to No. 142, which pay estimates and change orders will be subject to approval by the No. 142 Board and No. 229. No. 142 shall take all appropriate actions to ensure that the Expansion Improvements are constructed in a good and workmanlike manner with all reasonable diligence.

3.9.6 Upon the date No. 142's Engineer issues a Certificate of Completion relative to the Expansion Improvements (the "Expansion Improvements Completion Date"), No. 142 shall own the Expansion Improvements for all purposes.

#### Section 3.10 Administration of the Escrow Account; Payment of Pay Estimates.

3.10.1 In the event No. 229 deposits the Escrowed Amount into the Escrow Account, the funds on deposit in or to the credit of the Escrow Account shall be withdrawn and

used by No. 142 solely to pay for the Amendment and the engineering, management, and construction of the Expansion Improvements by No. 142. In the event No. 229 executes the Special Conditions in lieu of an escrow of cash, the Initial Deposit shall be withdrawn and used by No. 142 solely to pay for items covered by the Design and Amendment Estimate, and, with respect to payment of the Construction Cost Amount, No. 142 shall cause the No. 142 Engineer to provide No. 229 with pay estimates and invoices relating to the Expansion Improvements, along with the No. 142 Engineer's recommendation of payment, promptly upon receipt of same from the construction contractor. No. 229 shall pay each pay estimate or invoice in accordance with the terms and conditions of the Construction Contract.

3.10.2 If No. 229 is requested in writing by No. 142 to escrow additional funds ("Supplemental Deposits") required to pay change orders or to otherwise complete the design and construction of the Expansion Improvements, such Supplemental Deposits shall be provided by No. 229 to No. 142 within thirty (30) days of the written request therefor, and then deposited in and withdrawn from the Escrow Account. Any request from No. 142 for a Supplemental Deposit shall include reasonable documentation to establish that the additional funds being requested are reasonably required to complete the design and construction of the Expansion Improvements. In the event No. 229 executes the Special Conditions in lieu of escrowing the Construction Contract Amount, this Section 3.10.2 shall only apply to the Initial Deposit; provided, however, No. 229 shall, within thirty (30) days of a written request therefor, provide No. 142 with a revised Set Aside Letter to account for any increases in the Construction Contract Amount as a result of change orders to the Construction Contract that result in a net increase to the amount thereof.

3.10.3 No. 142 shall remit all excess funds on deposit in or for the benefit of the Escrow Account that have not been used for the Expansion Improvements, plus any accrued interest earned on amounts in the Escrow Account, to No. 229 within thirty (30) days of the Expansion Improvements Completion Date. In the event No. 229 executed the Special Conditions, No. 142 shall provide the provider of the Set Aside Letter with a confirmation that same can be released within thirty (30) days of the Expansion Improvements Completion Date.

Section 3.11 Operation and Maintenance Expenses.

3.11.1 No. 229 shall pay No. 229's Proportionate Share (defined in Section 3.8) of the Operation and Maintenance Expenses to No. 142 pursuant to the terms and conditions of this Article III for each calendar month of the Temporary Service Period.

3.11.2 "Operation and Maintenance Expenses" shall include (i) all fixed expenses of operating and maintaining the Temporary Plant, including all costs of the Lease, meters, site maintenance, repairs or replacement of non-expendable equipment or materials, insurance, bookkeeping, engineering, auditing, any fixed monthly operating fee(s), and the costs of all other items and expenses of a like nature reasonably required or desirable for the efficient operation and maintenance of the Temporary Plant (the "Fixed Expenses"), and (ii) all other expenses of operating and maintaining the Temporary Plant, including all costs of chemicals, power, materials, supplies, repairs or replacement of expendable equipment or materials, wastewater disposal charges or assessments, sludge hauling, and any other items and expenses of a like nature reasonably required or desirable for the efficient operation and maintenance of the Temporary Plant (the "Variable Expenses").

Section 3.12 No. 229's Proportionate Share. "No. 229's Proportionate Share" of the Operation and Maintenance Expenses shall be calculated (as also shown in Table 1 below) as the

sum of: (i) the percentage of the Fixed Expenses for the applicable calendar month calculated by dividing the number of ESFCs provided to No. 229 via the No. 229 Capacity (two hundred seventy (270) ESFCs) by the total number of ESFCs capable of being served by the Temporary Plant in the applicable calendar month, and (ii) the percentage of the Variable Expenses calculated by dividing the number of Active Temporary Plant ESFCs within No. 229 during the applicable calendar month by the total number of Active Temporary Plant ESFCs within No. 229 and No. 142 during the applicable calendar month. An "Active Temporary Plant ESFC" shall mean a structure designed for residential or non-residential use with sanitary conveniences for waste to be discharged to the No. 229 System or the No. 142 System for treatment at the Temporary Plant, as applicable, which is actually connected to said system and to which there is water provided during the applicable calendar month (or any fraction thereof). Each Party shall require its operator to prepare and provide to No. 142 a written report on a monthly basis of the number of Active Temporary Plant ESFCs within the Party for purposes of calculating No. 229's Share of the Variable Expenses.

<b>TABLE 1</b> <b>No. 229's Proportionate Share of the Operation and Maintenance Expenses</b> <b>(In the applicable calendar month)</b>	
<u>Fixed Expenses</u> <i>(Initially 33.75%, percentage to change if the Expansion Improvements constructed)</i>	
Number of ESFCs provided in the No. 229 Capacity <i>(Initially 270)</i> -----	= ____%
Total number of ESFCs capable of being served by the Temporary Plant <i>(Initially 800)</i>	
<u>Variable Expenses</u> <i>(Varies each calendar month)</i>	
Number of Active Temporary Plant ESFCs within No. 229 -----	= ____%
Number of Active Temporary Plant ESFCs within No. 142 and No. 229	

Section 3.9 Billing and Payment. No. 142 shall render bills each month to No. 229, or its designated representative, for No. 229's Proportionate Share of Operation and Maintenance Expenses incurred during the preceding calendar month, and such bills shall be due and payable to No. 142 forty-five (45) days after such bill is deposited into the United States mail properly stamped and addressed. The bills will include copies of all invoices and other documentation in support of Operation and Maintenance Expenses. The Parties acknowledge and agree that No. 142 may not have received all invoices relating to Operation and Maintenance Expenses for a particular month in sufficient time to prepare and render bills in any given month for Operation and Maintenance Expenses in the preceding calendar month. The Parties agree, however, that No. 142 shall render bills for any given month at the earliest practicable time.

Section 3.10 Delinquency in Payment. No. 229 shall pay interest on its past due payments under this Agreement at the rate of ten percent (10%) per annum, together with reasonable attorneys' fees and costs incurred in the collection thereof. If No. 229 fails to pay any payments due under this Agreement on or before their due date, No. 142 may give notice of such delinquent bills to No. 229 in writing, and if all payments due and unpaid are not paid within forty-five (45) days after the date of such notice sent by United States mail, properly stamped and addressed to No. 229, then No. 142 shall be authorized to institute legal proceedings for the collection thereof and to pursue any remedies, at law or in equity (other than termination of service), until all bills have been paid in full.

Section 3.11 Payments Unconditional. All sums payable under this Article III shall be paid by No. 229 without set-off, discount, counterclaim, abatement, suspension, or diminution. If No. 229 disputes the amount to be paid, No. 229 shall nonetheless promptly make payments as billed by No. 142 and, if it is subsequently determined by agreement or court decision that such

disputed payment should have been less, No. 142 will then make proper adjustments so that No. 229 will receive a refund of its over-payments plus any interest actually collected by No. 142 on said over-payment.

## **ARTICLE IV**

### **ASSIGNMENT OF LEASE; PURCHASE OF TEMPORARY PLANT SITE**

Section 4.1 Appraisal. Within thirty (30) days of the No. 229 System Operational Date, No. 229 shall obtain, at its sole cost and expense, an independent appraisal of the Temporary Plant Site (the "Appraisal") from a mutually acceptable licensed appraiser, which shall determine the fair market value of the Temporary Plant Site (the "Price").

Section 4.2 Extension of the Lease. If, prior to the Transfer Date, the Parties determine that an extension of the Lease is necessary or desirable, No. 142 shall use good faith efforts to negotiate with the Lessor to extend the Lease through an expiration date satisfactory to No. 229.

Section 4.3 Assignment of the Lease; Conveyance of the Temporary Plant Site. On the Transfer Date: (i) No. 142 shall, effective as of the Transfer Date, assign the Lease to No. 229 using a form of assignment acceptable to No. 142, No. 229, and the Lessor, (ii) No. 229 shall pay the Installation Costs to No. 142, (iii) No. 142 shall convey the Temporary Plant Site to No. 229 using the form of Special Warranty Deed attached hereto as **Exhibit C**, and (iv) No. 229 shall pay the Price to No. 142.

## **ARTICLE V**

## **ACCESS ROAD**

Section 5.1 Initial Access Road. No. 229 shall, at its sole cost and expense, design and construct over the Access Route an all-weather road sufficient to provide No. 142 with the Required Access (the "Initial Access Road"). No. 229 shall complete the design and construction of the Initial Access Road no later than the Transfer Date. No. 142 shall use the existing access road to the Temporary Plant Site to access the Permanent Plant Site until construction of the Initial Access Road is complete. No. 229 may, but is not required to, construct the Permanent Access Road (defined in Section 5.2) in lieu of the Initial Access Road prior to the Transfer Date.

Section 5.2 Permanent Access Road. No. 229 shall, at its sole cost and expense, design and construct over the Access Route a permanent concrete road sufficient to provide No. 142 with the Required Access (the "Permanent Access Road"). No. 229 shall complete the design and construction of the Permanent Access Road no later than forty-eight (48) months after the Transfer Date. The date of completion of the construction of the Permanent Access Road shall be the "Permanent Access Road Completion Date." No. 229 shall ensure that No. 142 has the Required Access at all times during construction of the Permanent Access Road.

Section 5.3 Maintenance and Repair. No. 229 shall, at its sole costs and expense, maintain and repair the Initial Access Road and the Permanent Access Road in good working condition sufficient to provide the Required Access. No. 229's obligations under this Section 5.3 shall survive the termination of this Agreement. No. 142 shall have no obligation to maintain or repair either the Initial Access Road or the Permanent Access Road.



Section 5.4 Property Rights. No. 229 shall, if and to the extent necessary to provide the Required Access, provide No. 142 with any easement rights or other real property rights required to enter upon and use the Initial Access Road and the Permanent Access Road.

## **ARTICLE VI**

### **REPRESENTATIONS AND WARRANTIES**

Section 6.1 No. 142. No. 142 represents and warrants to JDS that, as of the Effective Date:

6.1.1 It is a municipal utility district duly organized, validly existing, and operating under the laws of the State of Texas;

6.1.2 It has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;

6.1.3 The form, execution, delivery, and performance by No. 142 of this Agreement have been duly authorized by all necessary action and does not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which No. 142 is a party or by which it or any of its properties may be bound; and

6.1.4 This Agreement is a legal, valid, and binding obligation of No. 142 enforceable against No. 142 in accordance with its terms except that enforceability of No. 142's obligations hereunder may be limited by bankruptcy, insolvency, or other similar laws affecting

the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 6.2 JDS. JDS represents and warrants to No. 142 that, as of the Effective Date:

6.2.1 It is a Texas limited liability company duly organized, validly existing, and operating under the laws of the State of Texas;

6.2.2 It has full power, authority, and legal right to execute and deliver this Agreement and to perform and observe the terms and provisions hereof;

6.2.3 The form, execution, delivery, and performance by JDS of this Agreement have been duly authorized by all necessary action and do not violate or contravene any law or any order of any court or governmental agency or any agreement or other instrument to which JDS is a party or by which it or any of its properties may be bound; and

6.2.4 This Agreement is a legal, valid, and binding obligation of JDS enforceable against JDS in accordance with its terms except that enforceability of JDS's obligations hereunder may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights in general and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

## **ARTICLE VII**

### **BREACH, NOTICE, AND REMEDIES**

Section 7.1 Breach of Agreement. The Parties have entered into this Agreement in good faith and in the belief that it is mutually advantageous. It is with that same spirit of

cooperation that they pledge to attempt to resolve any dispute amicably without the necessity of litigation. In the event that one Party believes that the other Party has, by act or omission, breached this Agreement, the provisions of this Article VII shall provide the exclusive remedies for such default.

Section 7.2    Notice of Default.

7.2.1    A Party shall notify the allegedly defaulting Party in writing of an alleged failure by such Party to comply with a provision of this Agreement, which notice shall describe the alleged failure in reasonable detail. The alleged defaulting Party shall, within thirty (30) calendar days after receipt of such notice, or within such longer period of time as the aggrieved Party may specify in such notice, either cure such alleged failure or, in a written response to the aggrieved Party, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

7.2.2    The aggrieved Party shall determine: (i) whether a failure by a Party to comply with this Agreement has occurred, (ii) whether such failure is excusable, and (iii) whether such failure has been cured or will be cured by the alleged defaulting Party. The alleged defaulting Party shall make available to the aggrieved Party, if requested, any records, documents or other information reasonably necessary to make the determination.

7.2.3    In the event that the aggrieved Party determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the aggrieved Party, or that such failure is excusable, such determination shall conclude the matter.

7.2.4 If the aggrieved Party determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Party in a manner and in accordance with a schedule reasonably satisfactory to the aggrieved Party, then the aggrieved Party shall proceed to mediation under Section 7.3 of this Agreement.

Section 7.3 Remedies. The Parties do not intend hereby to specify, and this Agreement shall not be considered as specifying, an exclusive remedy for any default, but all remedies, other than termination, existing at law or in equity, including specific performance and mandamus, may be availed of by either Party hereto and shall be cumulative; provided, however, that except as otherwise provided in this Agreement, the Parties agree to participate in non-binding mediation as an initial manner of proceeding to settle any controversy, claim, or dispute arising out of or relating to this Agreement prior to taking other action authorized hereby.

Section 7.4 No Waiver. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

Section 7.5 Applicable Law; Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. The Parties consent to exclusive venue in a court of competent jurisdiction in Fort Bend County, Texas.

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

Section 8.1 Term and Termination. This Agreement shall remain in full force and effect from the Effective Date until the later to occur of: (i) the Permanent Access Road Completion Date or (ii) the Transfer Date, unless this Agreement is terminated in writing with the mutual consent of the Parties.

Section 8.2 Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 8.3 Agreement Subject to Laws and Regulations. This Agreement shall be subject to all present and future valid and applicable laws, orders, rules, and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction, including the TCEQ.

Section 8.4 Parties in Interest. The Parties agree that there are no third-party beneficiaries, express or implied, to this Agreement.

Section 8.5 Approvals by Parties. Except as otherwise provided herein, whenever this Agreement requires or permits approvals or consents to be hereafter given by a Party, each Party agrees that such approval or consent shall not be unreasonably withheld, conditioned, delayed, or denied. Such approval or consent may be evidenced by an order or orders, a resolution or resolutions, or other appropriate action adopted by the governing body of a Party, in a meeting held in compliance with applicable law, or by an appropriate certificate or other writing executed by a person, firm, or entity authorized to determine and give approval or consent on behalf of a Party. Such approval or consent shall be effective without regard to whether given before or after the time required herein.

Section 8.6 No Joint Venture, Partnership, or Agency. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship by and between the Parties.

Section 8.7 No Liability for Indebtedness. It is expressly understood and agreed that nothing in this Agreement has the effect of causing either Party to assume, guarantee, or become in any way liable for any bond, warrant, note, or other indebtedness or obligation of the other Party. Notwithstanding the foregoing, JDS acknowledges and agrees that, unless and until No. 229 has sufficient funds to timely and adequately carry out its financial obligations hereunder, JDS shall be responsible for paying for: (i) the Preparation Costs, (ii) all costs required to be paid by No. 229 pursuant to the terms and conditions of Article II of this Agreement, (iii) No. 229's Proportionate Share of the Operation and Maintenance Expenses, (iv) all costs in connection with the Expansion, including the costs of design of the Expansion Improvements and the costs of construction and installation of the Expansion Improvements pursuant to the terms and conditions of the Amendment and the Construction Contract, (v) all costs of the Appraisal, (vi) all costs related to the extension of the Lease, if applicable, (vii) the Installation Costs, and (viii) the Price.

Section 8.8 Force Majeure. In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than the payment of money unless due to a general and widespread economic collapse or moratorium on banking activities within the United States of America or the State of Texas, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon

as reasonably possible after the occurrence of the force majeure event relied upon, the Party whose contractual obligations are affected thereby shall give written notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, lightning, earthquakes, fires, hurricanes, severe storms, floods, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of either Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

Section 8.9 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made or accepted by any Party to the other Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by

hand delivery, addressed to the Party to be notified, or by facsimile transmission or electronic mail. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as evidenced by a written receipt. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be:

If to No. 142, to:

Fort Bend County Municipal Utility District No. 142  
c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056  
Attention: John H. Eichelberger III  
Phone: (713) 623-4531

If to JDS, to:

JDS Nursery Tract, LLC  
5005 Riverway Drive  
Houston, Texas 77056  
Attention: Michael Cox  
Phone (713) 960-9977

With copy to:

Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400  
Houston, Texas 77056  
Attention: Joseph M. Schwartz  
Phone: (713) 623-4531

If to No. 229, to:

Fort Bend County Municipal Utility District No. 229  
c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 1400



Houston, Texas 77056  
Attention: Joseph M. Schwartz  
Phone: (713) 623-4531

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) calendar days written notice to the other Parties.

Section 8.10 Amendment; Modification. This Agreement may be amended or otherwise modified only by a written instrument executed by both of the Parties.

Section 8.11 Assignment. This Agreement shall bind and benefit the Parties and their respective successors and assigns. This Agreement may not be assigned in whole or in part without the prior written consent of the other Party, which shall not be unreasonably conditioned, withheld, delayed, or denied; provided, however, JDS shall, upon organization of No. 229, assign the Agreement to No. 229 and provide written notice of such assignment to No. 142 within thirty (30) days of same. Such assignment to No. 229 shall not affect JDS's payment guarantee obligations set forth in Section 8.7 hereof.

Section 8.12 Other Contracts. No. 142 has heretofore entered into and hereby reserves the right to enter into additional wastewater treatment agreements with other persons, corporations, partnerships, or political subdivisions of the State of Texas or any other entities; provided, however, No. 142 shall not so agree with or commit to such persons or entities to such extent as to impair No. 142's ability to perform fully and punctually its obligations to No. 229 under this Agreement.

Section 8.13 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the

application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to any other persons or circumstances shall not be affected thereby.

Section 8.14 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by a Party hereto of any term, covenant, condition, or liability hereunder, or the performance by a Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 8.15 Merger. This Agreement, together with the exhibits attached hereto and made a part hereof for all purposes, constitutes the entire agreement among the Parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and commitments between the Parties, whether oral or written, relating to same. Each Party expressly warrants that no statement, promise, covenant, agreement, warranty, or representation, other than those expressly provided in this Agreement, was made to or relied upon by that Party.

Section 8.16 Further Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and take further actions as such other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 8.17 Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, JDS hereby verifies that it, including a wholly owned subsidiary, majority-

owned subsidiary, parent company, or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

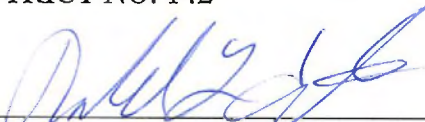
Section 8.18 Iran, Sudan, and Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, JDS hereby verifies that, at the time of execution of this Agreement neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

Section 8.19 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

*[Signature Pages Follow]*


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 142

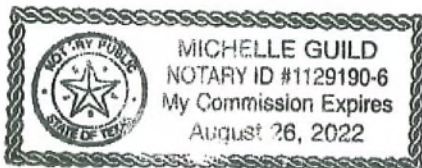
By:   
President, Board of Directors

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this 10th day of December, 2019, by Randal L. Carter, President of the Board of Directors of Fort Bend County Municipal Utility District No. 142, a political subdivision of the State of Texas, on behalf of said political subdivision.

  
Notary Public in and for the  
State of T E X A S

(SEAL)



JDS NURSERY TRACT, LLC, a Texas limited liability company

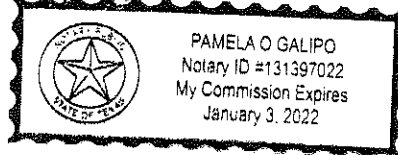
By: [Signature]  
Name: L. Michael Cox  
Title: President

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 10<sup>th</sup> day of December, 2019, L. Michael Cox, President of JDS NURSERY TRACT, LLC, a Texas limited liability company, on behalf of said entity.



(SEAL)

[Signature]  
Notary Public in and for the  
State of T E X A S

## **LIST OF EXHIBITS**

Exhibit "A" – Subject Property

Exhibit "B" – Depiction of the Permanent Plant Site and the Temporary Plant Site

Exhibit "C" – The Limitations

Exhibit "D" – Depiction of the Access Route

Exhibit "E" – Form of Special Warranty Deed

Exhibit "F" – Form of Special Conditions to Construction Contract

**EXHIBIT "A"**

Subject Property

County: Fort Bend  
Project: MUD 229 – Boundary  
C.I. No.: 1146-18R  
Job Number: 2018-102-020

### **METES AND BOUNDS FOR 437.6585 ACRES**

Being a 437.6585 acre tract of land located in the John Foster 2-1/2 League, A-26, Fort Bend County, Texas; said 437.6585 acre tract being all of a called 200.00-acre tract of land (Tract I), the remainder of a called 250.000-acre tract of land (Tract II) both conveyed to Houston Nursery LLC in Clerk's File Number 2011031940 of the Official Records of Fort Bend County (O.R.F.B.C.) and a portion of FM 359 (80-foot wide) recorded in Volume 243, Page 137 of the Fort Bend County Deed Records (F.B.C.D.R.); said 437.6585 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the south line of said 200.00-acre tract):

**Beginning** at the southeast corner of said 200.00-acre tract and the northeast corner of a call 137.0556-acre tract of land recorded in Clerk's File number 9681280 of the O.R.F.B.C., same being on the west right-of-way (R.O.W.) line of said FM 359;

1. Thence, with the common line of said 200.00-acre tract and said 137.0556-acre tract, South 89 degrees 44 minutes 42 seconds West, a distance of 2,600.24 feet to the southwest corner of said 200.00-acre tract and the northwest corner of said 137.0556-acre tract, same being on the east line of a call 339.60-acre tract of land recorded in Clerk's File Number 2017112484 of the O.R.F.B.C.;
2. Thence, with the common line of said 200.00-acre tract and said 339.60-acre tract, North 00 degrees 00 minutes 00 seconds East, a distance of 3,392.41 feet to the northwest corner of said 200.00-acre tract;
3. Thence, with the north line of said 200.00-acre tract, South 89 degrees 53 minutes 50 seconds East, a distance of 397.00 feet to a westerly line of a call 4.06-acre R.O.W. dedication (Tract No. 1, FM 359) recorded in Volume 243, Page 261 of the F.B.C.D.R.;
4. Thence, with the common line of said 200.00-acre tract and said FM 359, South 58 degrees 40 minutes 40 seconds East, a distance of 15.40 feet;
5. Thence, continuing with said common line, South 89 degrees 56 minutes 07 seconds East, a distance of 1,698.40 feet;
6. Thence, crossing said FM 359, South 89 degrees 55 minutes 34 seconds East, a distance of 556.54 feet the northwest corner of aforesaid 250.00-acre tract, same being on the south R.O.W. line of Gaston Fulshear Road (called 80-foot wide) recorded in Volume 62, Page 611 and Volume 458, Page 49 of the F.B.C.D.R.;
7. Thence, with the common line of said 250.00-acre tract and said Gaston Fulshear Road,



North 89 degrees 38 minutes 55 seconds East, a distance of 3,347.28 feet to the northwest corner of a call 3.249-acre tract of land recorded in Clerk's File Number 2007099737 of the O.R.F.B.C.;

8. Thence, with the west line of said 3.249-acre tract, South 00 degrees 00 minutes 43 seconds East, a distance of 391.50 feet;
9. Thence, with the south line of said 3.247-acre tract, North 89 degrees 38 minutes 55 seconds East, a distance of 361.50 feet to the west line of a call 6.347-acre tract of land recorded in Clerk's File Number 2005058326 of the O.R.F.B.C.;
10. Thence, with the west line of said 6.347-acre tract, South 00 degrees 00 minutes 43 seconds East, a distance of 2,373.30 feet to the southwest corner of said 6.347-acre tract, same being the south line of aforesaid 250.00-acre tract and the north line of a call 100.000-acre tract of land recorded in Clerk's File Number 2005058326 of the O.R.F.B.C.;
11. Thence, with the south line of said 250.00-acre tract, the north line of said 100.000-acre tract, and the north line of a call 8.000-acre tract recorded in Clerk's File Number 2013108809 of the O.R.F.B.C., South 89 degrees 44 minutes 22 seconds West, at 3,696.78 feet pass the southwest corner of said 250.00-acre tract and the northwest corner of said 100.00 acre tract, same being on the east R.O.W. line of aforesaid FM 359, continuing in all a total distance of 3776.66 feet to the east line of aforesaid 200.00-acre tract, same being the west R.O.W. line of said FM 359;
12. Thence, with the common line of said 200.00-acre tract and said FM 359, South 00 degrees 13 minutes 50 seconds East, a distance of 610.26 feet to the Point of Beginning and containing 437.6585 acres of land.

## **EXHIBIT "B"**

Depiction of the Permanent Plant Site and the Temporary Plant Site



WASTEWATER TREATMENT PLANT SITE EXHIBIT  
F.B.C.M.U.D. No. 142 and F.B.C.M.U.D. No. 229



1 inch equals 100 feet

Aerial Imagery provided by Google



**FORT BEND COUNTY M.U.D. No. 142**  
FORT BEND COUNTY, TEXAS

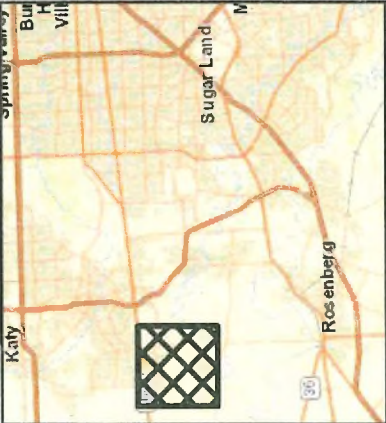
**LEGEND**

- FBCMUD No. 229
- FBCMUD No. 142
- FBCAD Parcel

Disclaimer: This product is offered 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, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones|Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.



**JONES CARTER**  
Texas Board of Professional Engineers Registration No. F-439



**VICINITY MAP**  
Scale: 1 inch equals 10 miles



## EXHIBIT "C"

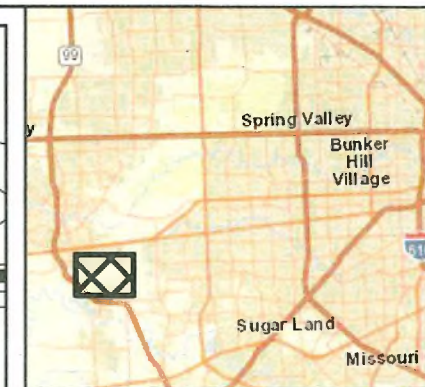
### The Limitations

Effluent Characteristic	Discharge Limitations
Carbonaceous Biochemical Oxygen Demand (5-day)	5 mg/L
Total Suspended Solids	5 mg/L
Ammonia Nitrogen	2 mg/L
<i>E. coli</i> , CFU or MPN/100 ml	126

The effluent shall contain a minimum dissolved oxygen of 6.0 mg/L DO.

**EXHIBIT "D"**

Depiction of Access Route

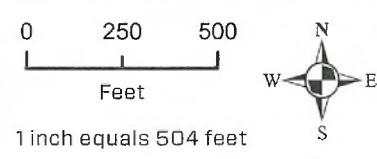


**VICINITY MAP**  
Scale: 1 inch equals 10 miles

- LEGEND**
- Proposed Major Road
  - [Hatched Box] FBCMUD No. 229
  - [Solid Box] FBCMUD No. 142
  - [Outline Box] FBCAD Parcel

**PROPOSED  
TEMPORARY WWTP  
ACCESS ROAD**

**F.B.C.M.U.D. No. 142**  
FORT BEND COUNTY, TEXAS



Disclaimer: This product is offered 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, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones[Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

**EXHIBIT "E"**

Form of Special Warranty Deed

## SPECIAL WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS     §  
                                      §     KNOW ALL MEN BY THESE PRESENTS THAT:  
COUNTY OF FORT BEND §

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142, a body politic and corporate and a governmental agency of the State of Texas with offices located at 1300 Post Oak Boulevard, Suite 1400, Houston, Harris County, Texas 77056 (hereinafter called "GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to GRANTOR in hand paid by FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229, a body politic and corporate and a governmental agency of the State of Texas with offices located at 1300 Post Oak Boulevard, Suite 1400, Houston, Harris County, Texas (hereinafter called "GRANTEE"), the receipt of which is hereby acknowledged by GRANTOR, and in accordance with Section 49.226, Texas Water Code, as amended, has GRANTED, SOLD and CONVEYED, and by these presents, does GRANT, SELL and CONVEY, unto the said GRANTEE herein, that certain approximately \_\_\_\_\_ acres of land out of and part of the \_\_\_\_\_ Survey, Abstract \_\_\_\_\_, Fort Bend County, Texas, described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all fixtures, improvements, and related appurtenances thereupon (hereinafter called the "PROPERTY").

This conveyance is made and accepted subject to any and all matters of public record in the Office of the County Clerk of Fort Bend County, Texas, or existing on the ground, to the extent, and only to the extent, that the same may still be in force and effect.

This conveyance is further made and accepted subject to the following restrictive covenant:

The PROPERTY shall be used only for the purposes of wastewater treatment.

GRANTOR warrants that GRANTOR has not imposed or granted to third parties any reservation, restriction, easement, license or any other grant affecting the PROPERTY that impairs the use of the PROPERTY for wastewater treatment.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging to said GRANTEE, its successors and assigns, forever and GRANTOR does hereby bind itself, and its successors, to WARRANT AND



FOREVER DEFEND, all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise, subject to the aforesaid matters.

*[Signature Pages Follow]*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 142

By: \_\_\_\_\_  
President, Board of Directors

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Randal L. Carter, President of the Board of Directors of Fort Bend County Municipal Utility District No. 142, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

(SEAL)

AGREED TO and ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 229

By: \_\_\_\_\_  
President, Board of Directors

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, President of the Board of Directors of Fort Bend County Municipal Utility District No. 229, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

(SEAL)

**EXHIBIT "F"**

Form of Special Conditions to Construction Contract

## ATTACHMENT A TO AGREEMENT

Notwithstanding any other items, conditions, or provisions of the General or Special Conditions or any other provisions of the Contract Documents to the contrary, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142 ("No. 142") shall be deemed and considered as Owner for all purposes under the Contract Documents, except as provided herein.

- I. JDS NURSERY TRACT, LLC, on behalf of FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229 ("No. 229"), shall be considered the "Owner" for purposes of approving requests for and making payments to the Contractor of all or any portion of the Contract Price and for paying all reasonable adjustments, if any, that might ever be due or payable by No. 142, including any costs associated with any Change Orders to the Contract approved in writing by No. 142 and No. 229. After submission to and approval by No. 142 and No. 229 of the invoices, certificates and supporting documentation in connection with a request for payment, the Contractor agrees to and shall look solely to No. 229 for payment of such invoices. No. 229 agrees to pay Contractor's invoices for work performed, in accordance with the terms of the Contract Documents, in an aggregate amount not to exceed the Contract Price, plus Change Orders and Extra Work approved by the Board of Directors of No. 142 and No. 229. Failure by No. 229 to make such payments to the Contractor shall constitute a default by Owner and shall entitle the Contractor to all rights and remedies arising under the Contract Documents for a default in payment of sums due the Contractor pursuant to the Contract Documents; provided, however, No. 142 shall have no obligation for payment of sums due or to become due under the approved invoices or any part of the Contract Price.
- II. **IN CONSIDERATION FOR PAYMENT PROVISIONS DESCRIBED ABOVE, NO. 229, ITS OFFICERS, DIRECTORS AND EMPLOYEES, SHALL BE INCLUDED AS INDEMNIFIED PARTIES AND SUBJECT TO ALL RIGHTS AFFORDED THEREBY UNDER THE CONTRACT DOCUMENTS, IN LAW AND IN EQUITY, INCLUDING ALL INSURANCE REQUIREMENTS INCLUDED IN THE SPECIAL CONDITIONS PART B.**

No. 229 reserves the right to assign its obligations hereunder to No. 142, subject to written acceptance thereof by No. 142. No. 229 further reserves the right to assign its obligations hereunder to a third party, subject to written consent of No. 142 and the Contractor, which consent shall not be unreasonably withheld, delayed or conditioned. A copy of any such assignment and the acceptance or consent thereof, as applicable, by No. 142 shall be provided to the Contractor. Thereafter the assignee party shall be obligated to make all payments thereafter becoming due to the Contractor pursuant to this Contract and the obligations of No. 229 contained in the first paragraph of these Special Conditions shall terminate.

For purposes of convenient administration of this Contract, No. 142 may from time to time make payments due the Contractor pursuant to this Contract from funds available to No. 142; provided, however, no such payment by No. 142 will obligate No. 142 to make further payments due the Contractor or pursuant to this Contract unless and until No. 142 has accepted an assignment of No. 229's obligations hereunder and a copy of the assignment and No. 142's acceptance is delivered to the Contractor, whereupon No. 142 shall become liable for payment to the extent of the assignment.

If No. 142 breaches its obligations in any respect under the Contract Documents, before exercising any remedy the Contractor shall give written notice to No. 229 at the address below specifying the breach and the steps necessary to cure the breach and No. 229 shall have the right and power, within thirty (30) days after receipt of such notice, to cure or cause the breach to be cured, if it so elects, before Contractor exercises any of its remedies under the Contract Documents.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
C/O SCHWARTZ, PAGE & HARDING, L.L.P.  
1300 POST OAK BLVD. SUITE 1400  
HOUSTON, TEXAS 77056

No. 142, No. 229, and Contractor hereby agree and acknowledge this Attachment A of the Agreement.

JDS NURSERY TRACT, LLC on behalf of  
FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 229

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[CONTRACTOR'S NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FORT BEND COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 142

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "G"**

Form of Set Aside Letter



**BancorpSouth Bank**

8410 Hwy 90A, Suite 100

Sugar Land, TX 77478

December \_\_\_, 2019

Fort Bend County Municipal Utility District No. 229

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

This is to confirm that JDS Nursery Tract LLC ("Borrower") has executed certain Loan Documents (herein so called) wherein BancorpSouth Bank ("Bank") is the lender. Pursuant to the Approved Budget (as such term is defined in the Loan Documents), \$1,500,000.00 has been allocated for the construction of certain infrastructure improvements. Provided no event of default occurs pursuant to the Loan Documents, Bank shall advance to Borrower, in accordance with the terms of the Loan Documents, the aforementioned amount.

No brokerage fees, inspection fees, taxes, insurance, interest or any costs or fees incurred by Borrower or Bank will be deducted from the aforementioned amount.

Yours very truly,

BANCORPSOUTH BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ASSIGNMENT OF WASTE DISPOSAL AGREEMENT

This Assignment of Waste Disposal Agreement (this "Assignment") is executed as of the 27<sup>th</sup> day of January, 2020, by and between JDS NURSERY TRACT, LLC ("Assignor"), a Texas limited liability company, and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229 ("Assignee"), a body politic and corporate and a political subdivision of the State of Texas created and operating pursuant to Chapters 49 and 54 of the Texas Water Code.

WHEREAS, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142 and Assignor entered into that certain Waste Disposal Agreement, relative to, among other things, the provision of wastewater treatment services to the property located within the boundaries of the District and the construction, financing and ownership of wastewater facilities to serve such land;

WHEREAS, Assignor entered into the Waste Disposal Agreement on behalf of itself and Assignee, as it was and is the intention of the parties thereto that Assignor would assign all its rights, benefits and obligations pursuant to the Waste Disposal Agreement to Assignee upon its organization; and

WHEREAS, Section 8.11 of the Waste Disposal Agreement requires that Assignee assign the Waste Disposal Agreement to Assignee within 30 days of the organizational meeting of Assignee's Board of Directors.

NOW THEREFORE, for good and valuable consideration to Assignor in hand the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor hereby ASSIGNS, SETS OVER and TRANSFERS unto Assignee all of Assignor's rights, benefits and obligations, indirectly and directly, in and to the Waste Disposal Agreement.

### IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT:

1. This Assignment is subject to all terms and provisions of the Waste Disposal Agreement and is authorized by Section 8.11 of the Waste Disposal Agreement.
2. Assignee specifically assumes all rights and obligations of Assignor under the Waste Disposal Agreement accruing on and after the date hereof; provided, however, such assumption shall not affect Assignor's payment guarantee obligations set forth in Section 8.7 of the Waste Disposal Agreement.
3. This Assignment may be executed in multiple counterparts, any one of which shall be deemed to be an original, but all of which taken together shall constitute but one Assignment, and the signature pages of which may be removed and aggregated to form one single Assignment reflecting execution by all parties.

EXECUTED as of the 27<sup>th</sup> day of January, 2020.

ASSIGNOR:

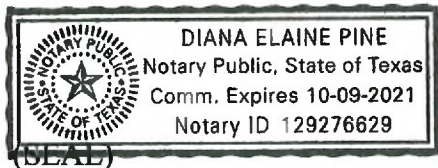
JDS NURSERY TRACT, LLC, a Texas limited liability company

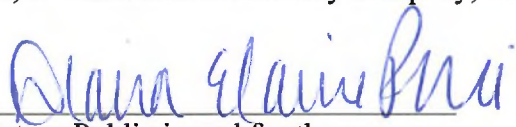
BY: MEMORIAL DEVELOPMENT SERVICES, INC.,  
a Texas corporation, its managing member

By:   
L. Michael Cox, President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this the 27 day of January, 2020, by L. Michael Cox, President of Memorial Development Services, Inc., a Texas corporation, and managing member of JDS Nursery Tract, LLC, a Texas limited liability company, on behalf of said entities.



  
Notary Public in and for the  
State of T E X A S

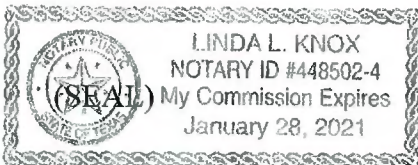
ASSIGNEE:

FORT BEND COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 229

By: Brian T. Edwards  
President, Board of Directors

THE STATE OF TEXAS     §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on this 24th day of January, 2020 by Brian T. Edwards President of the Board of Directors of Fort Bend County Municipal Utility District No. 229, a political subdivision of the State of Texas, on behalf of said political subdivision.



Linda L. Knox  
Notary Public in and for the  
State of T E X A S

**ATTACHMENT I**

**EFFLUENT ANALYSIS**

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



Inframark

2002 W. Grand Parkway N. Suite 100

Katy, TX 77449

May 5, 2025

Page 1 of 4

**Permit Renewal**

**FB MUD 229**

Sample #	W25-07648	W25-07700	W25-07650	
I.D.	Effluent	Plant 3 Eff.	Plant 4 Eff.	
Type	Composite	Grab	Grab	
Date	4/30/25	4/30/25	4/30/25	
Time	0800	1602	1055	
Samp By	CM	PW	CM	
Date Rec.	4/30/25	4/30/25	4/30/25	
Total Chlorine Residual* mg/L		1.40	2.0	SM 4500-CL G
E. Coli. MPN/100mL		<1.0	<1.0	SM 9223 B Colilert
TDS mg/L	900			SM 2540 C Eastex **

\* Analysis performed on grab sample at the time of collection.

\*\* Eastex is the subcontracted lab-See attached report.

Rhonda J. Scrogin

Quality Manager

R&C Joy Inc.

In this report the cBOD/BOD, TSS, NH<sub>3</sub> & E. Coli. results relate only to these samples, are accredited analyses, and are in compliance with TNI Standards.  
Report shall not be reproduced, except in full, without written approval from laboratory.

Analysis	Method	Set ID = Date & Time Analyzed	Analyst	# of Samp	Samples Analyzed
E.coli	SM 9223B Colilert-2016	04/30/25 1615	CM	4	W25-07634+W25-07642+W25-07650+W25-07656
E.coli	SM 9223B Colilert-2016	04/30/25 1730	PW	1	W25-07700

\*See rerun below \*\*Rerun †See qualifier

SM = Standard Methods

- D Duplicates are outside QC limits
- S Spike recovery outside of QC limits
- SB BOD/cBOD standard is not 198+/-30.5
- B Blank is above QC limits (cBOD/BOD=0.2)
- OR OR=Over-range
- C CCV recovery outside QC limits
- L LCS outside QC Limits
- SN See Narrative
- BB Blank is above QC limits (NH3-N >0.03)
- T Standard not within ±20%

Field Data Methods:

- CL2: SM 4500-CL G 2011
- DO: SM 4500-O G 2016
- pH: SM 4500-H+ B 2011

E=Effluent, Discharge, Clarifier and Clarifier Effluent I=Influent P=Process D=Drinking  
Water SW=Storm Water

# SAMPLE RECORD & CHAIN OF CUSTODY

304

<b>R&amp;C JOY</b> R&C Joy, Incorporated 19020 W. Little York Rd. Katy, TX 77449 281-858-5988		Client <b>Inframark</b>		<b>Codes</b>																	
		Street <b>32259 Morton Rd.</b>		<b>Sample Method</b> C = Composite G = Grab		<b>Sample Matrix</b> E = Effluent R = Reclaimed I = Influent SW = Stormwater S = Sludge P = Potable						<b>Container Type</b> P = Plastic V = Vial G = Glass X = Field Data/ S = Sterile No Bottle									
		City/State/Zip <b>Brookshire, TX 77423</b>																			
Sampled By <b>C. Mace</b>		Facility <b>FB MUD 229</b>																			

Sample Information						Field Data					Containers		Preservation				Analyses													
Sample ID	Sample Location	Date Collected	Time Collected	Sample Method	Sample Matrix	Samp Temp (°C)	pH (STU)	DO (mg/L)	Cl <sub>2</sub> Res (mg/L)	Flow (MGD)	Container ID	Container Type	Ice/Refrig	H <sub>2</sub> SO <sub>4</sub>	HNO <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	N-NH <sub>3</sub>	BOD	cBOD	COD	TSS	VSS	Solids %	Turbidity	NO <sub>2</sub> /NO <sub>3</sub>	Microscopic	E. coli	703		
W25-07648	Effluent	4/30/25	0800	C	E						a	P	✓	✓			✓													
W25-07648	Effluent	4/30/25	0800	C	E						b	P	✓						✓		✓	✓								
W25-07649	Plant 3 Effluent	4/30/25	1038	G	E	25.6	6.78	7.88	5.7			X																		
W25-07650	Plant 4 Effluent	4/30/25	1055	G	E	26.0	6.90	7.60	2.0		W25-07650	X	✓			✓												✓		
W25-07651	Influent	4/30/25	1118	G	I	25.9	7.80					X																		
W25-07651	Influent	4/30/25	1118	G	I						a	P	✓	✓			✓													
W25-07651	Influent	4/30/25	1118	G	I						b	P	✓					✓			✓	✓								
W25-07652	Plant 3 Aeration	4/30/25	1116	G	I							P	✓								✓	✓								
W25-07653	Plant 3 RAS	4/30/25	1115	G	I							P	✓								✓	✓								
W25-07654	Plant 4 Aeration	4/30/25	1112	G	S							P	✓								✓	✓								
W25-07655	Plant 4 RAS	4/30/25	1110	G	S							P	✓								✓	✓								
W25-07648	Effluent	4/30/25	0800	C	E						c	P	✓															✓		

**Special Notes**

Custody Changes						Preservation Check		
Relinquished By	Date	Time	Received By	Date	Time	On Ice? Yes[✓] No[ ]	pH (STU): < 2	Cl <sub>2</sub> Absent Yes[✓] N/A[ ]
	4/30/25	1421		4/30/25	1421	Sample Temp (°C): 4.3	Chk w/: 10D1141 Exp 8/3/28	DPD Lot: 241091
						Thermometer: T2	Bottle(s): Eff a, Inf a	DPD Exp: Apr 2026
						Bottle: PFFA		Bottle(s): Eff a
						Initials:	Initials:	Initials:



40f4

Page 1 of 1



P.O. Box 1089 Coldspring Tx 77331  
Website: eastexlabs.com  
Email: eastexlab@eastex.net  
Tel: 936 653 3249



May 05, 2025

Ron Joy  
R and C Joy  
19020 W Little York Road  
Katy, TX 77449

RE: R and C Joy Effluent

Enclosed are the results of analyses for samples received by the laboratory on 05/01/25 14:50, with Lab ID Number 5181964. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

---

Daniel Bowen  
Chief Operations Officer.



P.O. Box 1089 Coldspring Tx 77331  
Website: eastexlabs.com  
Email: eastexlab@eastex.net  
Tel: 936 653 3249



R and C Joy  
19020 W Little York Road  
Katy TX, 77449

### LABORATORY ANALYTICAL REPORT

Project: R and C Joy Effluent  
Client Matrix: Water

Sample Date & Time: 04/30/2025 08:00

Collector:

Sample Type: Composite

Print Date: 5/5/2025

W25 07648  
5181964-01 (Water)

Analyte	Result	Reporting Limit	Units	Nelac Status	Batch	Analyzed Date & Time	Method	Notes
<b><u>Wet Lab</u></b>								
TDS	900	10.0	mg/L	A	B5E3716	05/01/2025 15:27	SM 2540 C	



P.O. Box 1089 Coldspring Tx 77331

Website: eastexlabs.com

Email: eastexlab@eastex.net

Tel: 936 653 3249



R and C Joy  
19020 W Little York Road  
Katy TX, 77449

**SM 2540 C - Quality Control**

**Eastex Environmental Laboratory - Coldspring**

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC Limits	RPD	RPD Limit	Notes
<b>Batch B5E3716 - No Prep</b>		<b>Prepared: 05/01/25 15:27</b>							
<b>Blank (B5E3716-BLK1)</b>		<b>Analyzed: 5/1/2025 3:27:00PM</b>							
TDS	ND	10.0	mg/L						
<b>LCS (B5E3716-BS1)</b>		<b>Analyzed: 5/1/2025 3:27:00PM</b>							
TDS	300		mg/L	300		100	80-120		
<b>Duplicate (B5E3716-DUP1)</b>		<b>Source: 5181964-01 Analyzed: 5/1/2025 3:27:00PM</b>							
TDS	960	10.0	mg/L		900		6.45	10	



P.O. Box 1089 Coldspring Tx 77331

Website: eastexlabs.com

Email: eastexlab@eastex.net

Tel: 936 653 3249



R and C Joy  
19020 W Little York Road  
Katy TX, 77449

#### Notes and Definitions

DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference

# VENDOR PURCHASE ORDER

[illegible]





Inframark  
2002 W. Grand Parkway N. Suite 100  
Katy, TX 77449

April 29, 2025

Permit Renewal  
FB MUD 229

Sample #	W25-06239	W25-06240	W25-06241	
I.D.	Effluent	Plant 3 Eff.	Plant 4 Eff.	
Type	Composite	Grab	Grab	
Date	4/9/25	4/9/25	4/9/25	
Time	0800	0810	0817	
Samp By	CM	CM	CM	
Date Rec.	4/9/25	4/9/25	4/9/25	
pH* STU		6.48	6.83	SM 4500-H+ B
D.O.* mg/L		9.26	9.48	SM 4500-O G
Total Chlorine Residual* mg/L				SM 4500-CL G
E. Coli. MPN/100mL				SM 9223 B Colilert
cBOD mg/L	3.6			SM 5210B
TSS mg/L	1.10			SM 2540D
N-NH <sub>3</sub> mg/L	<0.10			SM 4500-NH3D
Chloride mg/L	212			EPA 300.0 Eastex **
Nitrate as N mg/L	45.8			EPA 300.0 Eastex **
Sulfate mg/L	52.3			EPA 300.0 Eastex **
TKN mg/L	2.5			EPA 351.2 Eastex **
Total Phosphorus mg/L	5.82			EPA 200.7 Eastex **

\* Analysis performed on grab sample at the time of collection.

\*\* Eastex is the subcontracted lab-See attached report.

  
Rhonda J. Scrogin

Quality Manager

R&C Joy Inc.

In this report the cBOD/BOD, TSS, NH<sub>3</sub> & E. Coli. results relate only to these samples, are accredited analyses, and are in compliance with TNI Standards.  
Report shall not be reproduced, except in full, without written approval from laboratory.

April 2025 QC FB MUD 229

Analysis	Method	Date Analyzed	Analyst	MDL	Blk	Samp Type	Samp in Set	Samples Analyzed in Set	QC Smp #	Dup1	Dup2	%RPD	QC Notes
TSS	SM 2540D-2015	4/10/2025	DS/JJ/ HG	1	<1	E	8	W25-06238+W25-06239+W25-06249+W25-06255+W25-06262+W25-06266+W25-06274+W25-06279	W24-06249	0.40	0.40	0.0	
						E	8	W25-06285+W25-06295+W25-06298+W25-06306+W25-06330+W25-06340+W25-06346+W25-06351	W25-06330	6.10	5.90	3.3	
						I	10	W25-06242+W25-06247+W25-06248+W25-06251+W25-06257+W25-06263+W25-06268+W25-06275+W25-06280+W25-06328	W25-06328	202	188	7.2	
						I	10	W25-06286+W25-06301+W25-06308+W25-06311+W25-06314+W25-06317+W25-0623+W25-06332+W25-06342+W25-06347	W25-06332	127	123	3.2	
						P	10	W25-06243+W25-06244+W25-06245+W25-06246+W25-06252+W25-06253+W25-06258+W25-06259+W25-06260+W25-06264	W25-06264	4500	4400	2.2	118/90.0/
						P	10	W25-06265+W25-06269+W25-06270+W25-06271+W25-06272+W25-06273+W25-06276+W25-06277+W25-06278+W25-06282	W25-06276	5950	5700	4.3	90.0/96.0/
						P	10	W25-06281+W25-06283+W25-06287+W25-06288+W25-06290+W25-06291+W25-06292+W25-06293+W25-06294+W25-06296	W25-06281	8050	7400	8.4	88.0
						P	10	W25-06289+W25-06297+W25-06302+W25-06303+W25-06304+W25-06305+W25-06309+W25-06310+W25-06312+W25-006313	W25-06289	8950	8350	6.9	
						P	10	W25-06315+W25-06316+W25-06318+W25-06319+W25-06320+W25-06321+W25-06322+W25-06324+W25-06325+W25-06334	W25-06334	6350	6150	3.2	
						P	7	W25-06326+W25-06327+W25-06333+W25-06335+W25-06336+W25-06337+W25-06338	W25-06335	6450	6250	3.1	
						P	7	W25-06339+W25-06343+W25-06344+W25-06345+W25-06348+W25-06349+W25-06350	W25-06343	5300	5150	2.9	

Analysis	Method	Date Analyzed	Analyst	MDL	Blk	Samp Type	Samp in Set	Samples Analyzed in Set	QC Smp #	Dup1	Dup2	%RPD	Spike %Rec	CCV %Rec.	LCS %Rec.	QC Notes
NH3-N	SM 4500 NH3D-2011	4/9/2025	RA/SP	0.1	0.0260/	E	10	W25-06072+W25-06097+W25-06108+W25-06112+W25-06119+W25-06121+W25-06133+W25-06137+W25-06149+W25-06161	W25-06133	10.8	10.4	3.8	101/106	102/102/	102	
					0.0180/	E	10	W25-06173+W25-06176+W25-06200+W25-06210+W25-06216+W25-06224+W25-06229+W25-06238+W25-06239+W25-06249	W25-06224	0.0814	0.0810	0.5	98.8/101	104		
					0.0254											

Analysis	Method	Date & Time Analyzed	Analyst	MDL	Neut. Blk	Samp Type	Samp in Set	Samples Analyzed in Set	QC Smp #	Dup1	Dup2	%RPD	Standards	QC Notes
cBOD	SM 5210B-2016	4/10/25 0515	TB	2	0.75	E	10	W25-06239+W25-06254+W25-06255+W25-06261+W25-06262+W25-06266+W25-06274+W25-06279+W25-06285+W25-06295	W25-06239	3.61	3.61	0.0	206.6	B
						E	10	W25-06249+W25-06298+W25-06306+W25-06330+W25-06340+W25-06346+W25-06351+W25-06358+W25-06360+W25-06362 added @ 1240)	W25-06249	2.61	2.52	3.5		

Analysis	Method	Set ID = Date & Time Analyzed	Analyst	# of Samp	Samples Analyzed
E.coli	SM 9223B Colilert-2016	04/09/25 1525	CM/RJS	6	W25-06240+W25-06241+W25-06250+W25-06254+W25-06261+W25-06267

\*See rerun below \*\*Rerun †See qualifier

SM = Standard Methods

- D Duplicates are outside QC limits
- S Spike recovery outside of QC limits
- SB BOD/cBOD standard is not 198+/-30.5
- B Blank is above QC limits (cBOD/BOD=0.2)
- OR OR=Over-range
- C CCV recovery outside QC limits
- L LCS outside QC Limits
- SN See Narrative
- BB Blank is above QC limits (NH3-N >0.03)
- T Standard not within ±20%

Field Data Methods:  
CL2: SM 4500-CL G 2011  
DO: SM 4500-O G 2016  
pH: SM 4500-H+ B 2011

E=Effluent, Discharge, Clarifier and Clarifier Effluent I=Influent P=Process D=Drinking  
Water SW=Storm Water



# SAMPLE RECORD & CHAIN OF CUSTODY

304

<b>R&amp;C JOY</b> R&C Joy, Incorporated 19020 W. Little York Rd. Katy, TX 77449 281-858-5988		Client <b>Inframark</b>		<b>Codes</b>																									
		Street <b>32259 Morton Rd.</b>		<b>Sample Method</b> C = Composite G = Grab		<b>Sample Matrix</b> E = Effluent R = Reclaimed I = Influent SW = Stormwater S = Sludge P = Potable								<b>Container Type</b> P = Plastic V = Vial G = Glass X = Field Data/ S = Sterile No Bottle															
		City/State/Zip <b>Brookshire, TX 77423</b>																											
Sampled By <b>C. Mace</b>		Facility <b>FB MUD 229</b>																											
Sample Information						Field Data					Containers		Preservation				Analyses												
Sample ID	Sample Location	Date Collected	Time Collected	Sample Method	Sample Matrix	Samp Temp (°C)	pH (STU)	DO (mg/L)	Cl <sub>2</sub> Res (mg/L)	Flow (MGD)	Container ID	Container Type	Ice/Refrig	H <sub>2</sub> SO <sub>4</sub>	HNO <sub>3</sub>	Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub>	N-NH <sub>3</sub>	BOD	cBOD	COD	TSS	VSS	Solids %	Turbidity	NO <sub>2</sub> /NO <sub>3</sub>	Microscopic	E. coli		
W25-06239	Effluent	4/9/25	0800	C	E						a	P	✓	✓				✓											
W25-06239	Effluent	4/9/25	0800	C	E						b	P	✓						✓		✓	✓							
W25-06240	Plant 3 Effluent	4/9/25	0810	G	E	19.2	6.48	9.26	4.3			X																	
W25-06240	Plant 3 Effluent	4/9/25	0810	G	E							S	✓		✓											✓			
W25-06241	Plant 4 Effluent	4/9/25	0817	G	E	19.8	6.83	9.48	4.2			X																	
W25-06241	Plant 4 Effluent	4/9/25	0817	G	E							S	✓		✓											✓			
W25-06242	Influent	4/9/25	0732	G	I	20.7	7.84					X																	
W25-06242	Influent	4/9/25	0732	G	I						a	P	✓	✓			✓												
W25-06242	Influent	4/9/25	0732	G	I						b	P	✓					✓			✓	✓							
W25-06243	Plant 3 Aeration	4/9/25	0735	G	S							P	✓								✓	✓							
W25-06244	Plant 3 RAS	4/9/25	0736	G	S							P	✓								✓	✓							
W25-06245	Plant 4 Aeration	4/9/25	0738	G	S							P	✓								✓	✓							
W25-06246	Plant 4 RAS	4/9/25	0731	G	S							P	✓								✓	✓							
Special Notes																													
Custody Changes															Preservation Check														
Relinquished By	Date	Time	Received By	Date	Time	On Ice? Yes[✓] No[ ]					pH (STU): < 2					Cl <sub>2</sub> Absent Yes[✓] N/A[ ]													
	4/9/25	1300		4/9/25	1300	Sample Temp (°C): 6.4					Chk w/: 10D1141 Exp 8/3/28					DPD Lot: 241091													
						Thermometer: 12					Bottle(s): Eff a, Inf a					DPD Exp: Apr 2026													
						Bottle: EFF A										Bottle(s): Eff a													
						Initials:					Initials:					Initials:													

4 of 4

Page 1 of 1



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Tel: 936 653 3249



April 28, 2025

Ron Joy  
R and C Joy  
19020 W Little York Road  
Katy, TX 77449

RE: R and C Joy Effluent

Enclosed are the results of analyses for samples received by the laboratory on 04/10/25 15:40, with Lab ID Number 5152282. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

---

Daniel Bowen  
Chief Operations Officer



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Tel: 936 653 3249



R and C Joy  
19020 W Little York Road  
Katy TX, 77449

## LABORATORY ANALYTICAL REPORT

Project: R and C Joy Effluent  
Client Matrix: Water

Sample Date & Time: 04/09/2025 08:00  
Collector:  
Sample Type: Composite  
Print Date: 4/28/2025

W25 06239  
5152282-01 (Water)

Analyte	Result	Reporting Limit	Units	Nelac Status	Batch	Analyzed Date & Time	Method	Notes
<b><u>Metals</u></b>								
Total Phosphorus	5.82	0.0600	mg/L	A	B5D5615	04/15/2025 14:44	EPA 200.7	
<b><u>Microbiological Lab</u></b>								
E coli IDEXX	<1	1	mpn/100ml	A	B5D5841	04/11/2025 14:42	Colilert 18	6
<b><u>Wet Lab</u></b>								
Chloride	212	5.0	mg/L	A	B5D5446	04/10/2025 17:38	EPA 300.0	
Nitrate as N	45.8	0.05	mg/L	A	B5D5446	04/10/2025 17:38	EPA 300.0	
Nitrite as N	<0.05	0.05	mg/L	A	B5D5446	04/10/2025 17:38	EPA 300.0	
pH Lab	5.57		std unit	A	B5D6357	04/17/2025 15:48	SM 4500 H + B	3
pH Temp	19.9		std unit		B5D6357	04/17/2025 15:48	SM 4500 H + B	
Sulfate	52.3	4.0	mg/L	A	B5D5446	04/10/2025 17:38	EPA 300.0	
TDS	930	10.0	mg/L	A	B5D5584	04/17/2025 18:24	SM 2540 C	3
TKN	2.5	1.0	mg/L	A	B5D5797	04/17/2025 09:00	EPA 351.2	



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R and C Joy  
 19020 W Little York Road  
 Katy TX, 77449

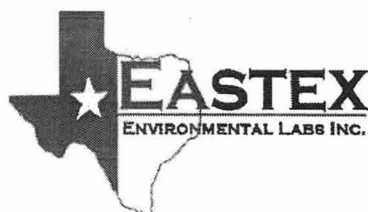
**EPA 300.0 - Quality Control**  
**Eastex Environmental Laboratory - Coldspring**

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
<b>Batch B5D5446 - No Prep</b> <span style="float: right;"><b>Prepared: 04/11/25 11:34</b></span>										
<b>Blank (B5D5446-BLK1)</b> <span style="float: right;"><b>Analyzed: 4/11/2025 11:34:00AM</b></span>										
Chloride	ND	5.0	mg/L							
Nitrate as N	ND	0.05	mg/L							
Sulfate	ND	4.0	mg/L							
Nitrite as N	ND	0.05	mg/L							
<b>LCS (B5D5446-BS1)</b> <span style="float: right;"><b>Analyzed: 4/11/2025 11:34:00AM</b></span>										
Chloride	24.2		mg/L	25.0		96.9	90-110			
Nitrate as N	1.3993		mg/L	1.50		93.3	90-110			
Sulfate	18.8		mg/L	20.0		94.2	90-110			
Nitrite as N	0.4985		mg/L	0.500		99.7	90-110			
<b>Matrix Spike (B5D5446-MS1)</b> <span style="float: right;"><b>Source: 5151902-01</b> <b>Analyzed: 4/11/2025 11:34:00AM</b></span>										
Chloride	277	5.0	mg/L	125	162	92.0	80-120			
Nitrate as N	40.334	0.05	mg/L	7.50	31.9985	111	80-120			
Sulfate	134	4.0	mg/L	100	38.6	95.9	80-120			
Nitrite as N	2.4935	0.05	mg/L	2.50	ND	99.7	80-120			
<b>Matrix Spike Dup (B5D5446-MSD1)</b> <span style="float: right;"><b>Source: 5151902-01</b> <b>Analyzed: 4/11/2025 11:34:00AM</b></span>										
Chloride	277	5.0	mg/L	125	162	91.9	80-120	0.0439	20	
Nitrate as N	40.2885	0.05	mg/L	7.50	31.9985	111	80-120	0.113	20	
Sulfate	135	4.0	mg/L	100	38.6	96.0	80-120	0.0892	20	
Nitrite as N	2.5131	0.05	mg/L	2.50	ND	101	80-120	0.783	20	
<b>Batch B5D5584 - No Prep</b> <span style="float: right;"><b>Prepared: 04/17/25 18:24</b></span>										
<b>Blank (B5D5584-BLK1)</b> <span style="float: right;"><b>Analyzed: 4/17/2025 6:24:00PM</b></span>										
TDS	ND	10.0	mg/L							
<b>LCS (B5D5584-BS1)</b> <span style="float: right;"><b>Analyzed: 4/17/2025 6:24:00PM</b></span>										
TDS	270		mg/L	300		90.0	80-120			
<b>Duplicate (B5D5584-DUP1)</b> <span style="float: right;"><b>Source: 5151967-08</b> <b>Analyzed: 4/17/2025 6:24:00PM</b></span>										
TDS	680	10.0	mg/L		720			5.71	10	
<b>Batch B5D5615 - EPA 200.7</b> <span style="float: right;"><b>Prepared: 04/11/25 10:53</b></span>										
<b>Blank (B5D5615-BLK1)</b> <span style="float: right;"><b>Analyzed: 4/15/2025 2:04:39PM</b></span>										
Total Phosphorus	ND	0.0600	mg/L							

Eastex Environmental Laboratory - Coldspring

*The results in this report apply to the samples analyzed in accordance with the chain of custody document.  
 This analytical report must be reproduced in its entirety.*

\*NELAC Status: A=Accredited, N=Accreditation not offered, O=Not Accredited, P=Approved



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R and C Joy  
 19020 W Little York Road  
 Katy TX, 77449

**EPA 200.7 - Quality Control**  
**Eastex Environmental Laboratory - Coldspring**

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
<b>Batch B5D5615 - EPA 200.7 Prepared: 04/11/25 10:53</b>										
<b>LCS (B5D5615-BS1)</b>				<b>Analyzed: 4/15/2025 2:06:16PM</b>						
Total Phosphorus	2.56	0.0600	mg/L	2.52		102	85-115			
<b>Matrix Spike (B5D5615-MS1)</b>				<b>Source: 5150425-01 Analyzed: 4/15/2025 2:11:08PM</b>						
Total Phosphorus	6.76	0.0600	mg/L	2.52	3.93	112	70-130			
<b>Matrix Spike Dup (B5D5615-MSD1)</b>				<b>Source: 5150425-01 Analyzed: 4/15/2025 2:12:44PM</b>						
Total Phosphorus	6.85	0.0600	mg/L	2.52	3.93	116	70-130	1.29	20	
<b>Batch B5D5797 - SM 4500 Norg C Prepared: 04/16/25 15:15</b>										
<b>Blank (B5D5797-BLK1)</b>				<b>Analyzed: 4/17/2025 9:00:00AM</b>						
TKN	ND	1.0	mg/L							
<b>LCS (B5D5797-BS1)</b>				<b>Analyzed: 4/17/2025 9:00:00AM</b>						
TKN	10.4		mg/L	10.0		104	90-110			
<b>Matrix Spike (B5D5797-MS1)</b>				<b>Source: 5151537-01 Analyzed: 4/17/2025 9:00:00AM</b>						
TKN	11.7	1.0	mg/L	10.0	1.67	101	80-120			
<b>Matrix Spike Dup (B5D5797-MSD1)</b>				<b>Source: 5151537-01 Analyzed: 4/17/2025 9:00:00AM</b>						
TKN	11.6	1.0	mg/L	10.0	1.67	99.5	80-120	0.925	20	
<b>Batch B5D5841 - No Prep Micro Prepared: 04/11/25 14:42</b>										
<b>Blank (B5D5841-BLK1)</b>				<b>Analyzed: 4/11/2025 2:42:00PM</b>						
E coli IDEXX	ND	1	mpn/100ml							
<b>Duplicate (B5D5841-DUP1)</b>				<b>Source: 5152303-01 Analyzed: 4/11/2025 2:42:00PM</b>						
E coli IDEXX	ND	10	mpn/100ml		ND				200	
<b>Batch B5D6357 - No Prep Prepared: 04/17/25 15:48</b>										
<b>LCS (B5D6357-BS1)</b>				<b>Analyzed: 4/17/2025 3:48:00PM</b>						
pH Lab	6.88		std unit	6.86		100	0-200			3
<b>Duplicate (B5D6357-DUP1)</b>				<b>Source: 5152282-01 Analyzed: 4/17/2025 3:48:00PM</b>						
pH Lab	5.52		std unit		5.57			0.902	20	3

Eastex Environmental Laboratory - Coldspring

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PromiumforCold.v5 W&O ; revision date 01082025

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R and C Joy  
19020 W Little York Road  
Katy TX, 77449

#### Notes and Definitions

6	Sample not received within required holding time.
3	Sample analysis performed out of holding time.
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference



[illegible]



**ATTACHMENT J**

**SLUDGE DISPOSAL**

**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 229  
WASTEWATER TREATMENT PLANT**



**QUIDDITY**

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100  
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

Plant: FB MUD #229  
TCEQ Permit :

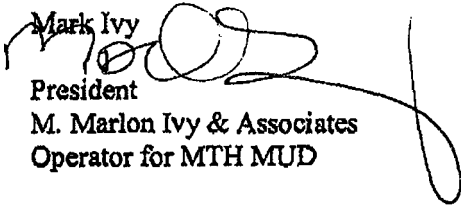
Date: 05/02/2025

To Whom It May Concern:

Mount Houston Road Municipal Utility District, owner of a Waste Water Treatment Plant (Permit #WQ0011154001) located approximately 1.3 miles northwest of the intersection of State Highway 249 and Veterans Memorial Drive, Houston, Texas, and Magna Flow Environmental, owner of the Processing Permit (Permit #WQ0005023000)

Magna Flow Environmental and Mount Houston Road Municipal Utility District have entered into a contractual agreement, where Magna Flow Environmental (T.C.E.Q. Transporter Permit # 21484) will dewater sewage sludge from other waste treatment plants at the Mount Houston Road Municipal Utility District treatment plant. Dewatered Sludge will then be disposed of at a T.C.E.Q. permitted disposal site. Mount Houston Road Municipal Utility District has the capacity to accept sludge from the above mentioned plant.

Magna Flow Environmental agrees to accept and be responsible for the sludge dewatered at the plant. We will maintain responsibility for the life of the permit.

  
Mark Ivy  
President  
M. Marlon Ivy & Associates  
Operator for MTH MUD

  
Jerry McCurtain  
Vice President  
Magna Flow Environmental

CITY OF ROSENBERG  
PO BOX 32  
ROSENBERG, TEXAS 77471

Date: 05/02/2025  
Plant: FB MUD #229

To Whom it May Concern:

The City of Rosenberg owns a Wastewater Treatment Plant (Permit # WQ0010607002) located at 3650 North Fairgrounds Rd.

Magna Flow Environmental and the City of Rosenberg have entered into a contractual agreement, whereby Magna Flow Environmental (TCEQ Permit# 21484) will dewater domestic sewage sludge from properly permitted wastewater treatment plants at our treatment plant. Dewatered Sludge will then be disposed of at a TCEQ permitted disposal site. The City of Rosenberg Wastewater Treatment Plant currently has the Capacity to accept sludge from the above mentioned plant.

Per a contractual agreement with the City of Rosenberg, Magna Flow Environmental agrees to accept and be responsible for the sludge dewatered at the City of Rosenberg wastewater treatment plant located at 3650 North Fairgrounds Road.

John Maresh  
Assistant City Manager  
City of Rosenberg



Jerry McCurtain  
Vice President  
Magna Flow Environmental



# Comisión de Calidad Ambiental del Estado de Texas



## AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

**PERMISO NO. WQ0015881001**

**SOLICITUD.** Distrito de Servicios Públicos Municipales del Condado de Fort Bend No. 229, 1300 Post Oak Boulevard, Suite 2400, Houston, Texas 77056 ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0015881001 (EPA I.D. No. TX0140279) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 600,000 galones por día. La planta está ubicada 0.80 millas al sureste de la intersección de Farm-to-Market 359 y Flushear-Gaston Road, cerca de la ciudad de Fulshear, en el Condado de Fort Bend, Texas 77406. La ruta de descarga es del sitio de la planta a una zanja en el lugar, de allí al canal de drenaje del Distrito de Servicios Públicos Municipales No. 142 del Condado de Fort Bend, de allí a Andrus Creek, de allí a Jones Creek, que es parte de Upper Oyster Creek. La TCEQ recibió esta solicitud el 15 de julio de 2025. La solicitud para el permiso estará disponible para leerla y copiarla en Biblioteca del Condado de Fort Bend - Sucursal Fulshear, 6350 GM Library Road, Fulshear, Condado de Fort Bend, Texas antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-95.829444,29.676944&level=18>

**AVISO DE IDIOMA ALTERNATIVO.** El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

**AVISO ADICIONAL.** El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

**COMENTARIO PUBLICO / REUNION PUBLICA.** Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

**OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO.** Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud.** Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

**PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS:** su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.** Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de

**una audiencia administrativa de lo contencioso.**

**LISTA DE CORREO.** Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

**INFORMACIÓN DISPONIBLE EN LÍNEA.** Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

**CONTACTOS E INFORMACIÓN A LA AGENCIA.** Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del Distrito de Servicios Públicos Municipales del Condado de Fort Bend No. 229 a la dirección indicada arriba o llamando a Sr. Jonathan Nguyen, Quiddity Engineering, al 512-685-5156.

Fecha de emisión: *[Date notice issued]*

## Brandon Maldonado

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**From:** Brandon Maldonado  
**Sent:** Friday, July 25, 2025 2:58 PM  
**To:** Jonathan Nguyen  
**Subject:** RE: Application to Renew Permit No. WQ0015978002 - Notice of Deficiency Letter

Good afternoon,

Your response is sufficient for all items of the NOD. I will now work to admin complete your application.

Please let me know if you have any questions.

Regards,



**Brandon Maldonado**  
Texas Commission on Environmental  
Quality  
Water Quality Division  
512-239-4331  
[Brandon.Maldonado@tceq.texas.gov](mailto:Brandon.Maldonado@tceq.texas.gov)

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[www.tceq.texas.gov/customersurvey](http://www.tceq.texas.gov/customersurvey)

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**From:** Jonathan Nguyen <jnguyen@quiddity.com>  
**Sent:** Friday, July 25, 2025 9:18 AM  
**To:** Brandon Maldonado <Brandon.Maldonado@tceq.texas.gov>  
**Subject:** Re: Application to Renew Permit No. WQ0015978002 - Notice of Deficiency Letter

Good morning,

Minor typo in the location description. Should read "**and Fulshear**-Gaston Road." The rest of the notice is good. Attached is the Spanish translated NORI. Let me know if you have any additional questions.

Thank you!


**Jonathan Nguyen**  
*Permitting Specialist*




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✉ [jnguyen@quiddity.com](mailto:jnguyen@quiddity.com)

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 (512) 685-5156

 912 S. Capital of Texas Hwy, Suite 300, Austin, Texas, 78746

[www.quiddity.com](http://www.quiddity.com)



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**From:** Brandon Maldonado <[Brandon.Maldonado@tceq.texas.gov](mailto:Brandon.Maldonado@tceq.texas.gov)>  
**Sent:** Thursday, July 24, 2025 1:05 PM  
**To:** Jonathan Nguyen <[jnguyen@quiddity.com](mailto:jnguyen@quiddity.com)>  
**Subject:** Application to Renew Permit No. WQ0015978002 - Notice of Deficiency Letter

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Nguyen

The attached Notice of Deficiency (NOD) letter sent on **July 24, 2025**, requests additional information needed to declare the application administratively complete. Please send complete response to my attention by **August 7, 2025**.

Please let me know if you have any questions.

Regards,



**Brandon Maldonado**

Texas Commission on Environmental Quality

Water Quality Division

512-239-4331

[Brandon.Maldonado@tceq.texas.gov](mailto:Brandon.Maldonado@tceq.texas.gov)



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