



**BOARD OF DIRECTORS  
REGULAR MEETING**

**TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1  
100 MUNICIPAL DRIVE  
TROPHY CLUB, TEXAS 76262**

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Wednesday, August 21, 2024

6:30 P.M.

Svore Municipal Boardroom

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**REGULAR MEETING AGENDA**

**VIA VIDEOCONFERENCE - THE PRESIDING OFFICER AND A QUORUM OF THE BOARD OF DIRECTORS WILL BE PHYSICALLY PRESENT AT, AND MEMBERS OF THE PUBLIC MAY ATTEND THE MEETING AT THE LOCATION SPECIFIED ABOVE. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.127, ON A REGULAR, NON-EMERGENCY BASIS, UP TO TWO DIRECTORS' MAY ATTEND AND PARTICIPATE IN THE MEETING REMOTELY BY VIDEOCONFERENCE. SHOULD THAT OCCUR, A QUORUM OF THE MEMBERS WILL BE PHYSICALLY PRESENT AT THE LOCATION NOTED ABOVE ON THIS AGENDA.**

**CALL TO ORDER AND ANNOUNCE A QUORUM**

**CITIZEN COMMENTS**

*This is an opportunity for citizens to address the Board on any matter whether or not it is posted on the agenda. The Board is not permitted to take action on or discuss any comments made to the Board at this time concerning an item not listed on the agenda. The Board will hear comments on specific agenda items prior to the Board addressing those items. You may speak up to four (4) minutes or the time limit determined by the President or presiding officer. To speak during this item, you must complete the Speaker's form that includes the topic(s) of your statement. Citizen Comments should be limited to matters over which the Board has authority.*

**REPORTS & UPDATES**

1. Staff Reports
  - a. Capital Improvement Projects Update
  - b. Operations Reports
  - c. Finance Reports
    - Quarterly Tax Collections 3<sup>rd</sup> Quarter
    - Quarterly Investment Report 3<sup>rd</sup> Quarter

[attachment: Staff Reports](#)

**CONSENT AGENDA**

*All matters listed as Consent Agenda are considered to be routine by the Board of Directors and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

2. Consider and act to approve the Consent Agenda.
  - a. June 19, 2024, Regular Meeting Minutes
  - b. June 20, 2024, Special Session Meeting Minutes
  - c. July 31, 2024, Special Session Meeting Minutes
  - d. Appointment of Wholesale Water Advisory Committee

[attachments: June 19, 2024, Regular Meeting Minutes](#)

[June 20, 2024, Special Meeting Minutes](#)

[July 31, 2024, Special Meeting Minutes](#)

[Wholesale Water Advisory Committee](#)

#### **REGULAR SESSION**

3. Presentation, input, and discussion regarding security. (Carr)
4. Discussion and possible action regarding rate assumptions and projections for FY2025 Budget.
5. Discussion and possible action regarding FY 2025 draft budget.
6. Consider and act regarding tax rates for 2024 tax year:
  - a. Approve proposed tax rate for 2024 tax year; and
  - b. Schedule date and authorize publication of notice for hearing regarding adoption of final tax rates for 2024 tax year.

[attachments: Proposed Tax Rate](#)

7. Consider and act to adopt Order No. 2024-0821 amending the Effluent Rate and setting an effective date of October 1, 2024.

[attachments: Effluent Rate Order](#)

8. Discussion and possible action regarding Amended and Restated Interlocal Cooperation Agreement for Administration of Fire Protection Services with Town of Trophy Club.
9. Discussion regarding *Robert's Rules of Order Newly Revised*. (Rose/Harper)

#### **EXECUTIVE SESSION**

10. Pursuant to Section 551.001, et. seq. of the Texas Open Meetings Act, the Board will convene into executive session for the following purposes:
  - a. Pursuant to Section 551.071, to consult with its attorney on a matter in which the duty of the attorney to the Governmental Body under the Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act or to seek advice of counsel on legal matters

involving pending or contemplated litigation or settlement offers on the following matters:

1. Expansion of District boundaries.
  2. Respective roles, responsibilities, and duties of the Board.
- b. Pursuant to Section 551.076, to deliberate regarding the deployment of security devices on District-owned properties.

#### **REGULAR SESSION**

*Future Agenda Items: Board Members may provide requests for discussion items for a future agenda in accordance with the board's approved bylaws. No further discussion will be held related to topics proposed until they are posted on a future agenda in accordance with the Texas Open Meetings Act.*

11. Items for future agendas.
12. Next Regular Meeting date – September 18, 2024

[attachments: September Meeting Calendar](#)

**THE BOARD OF DIRECTORS RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND/OR 418.183 (HOMELAND SECURITY).**

**ADJOURN**

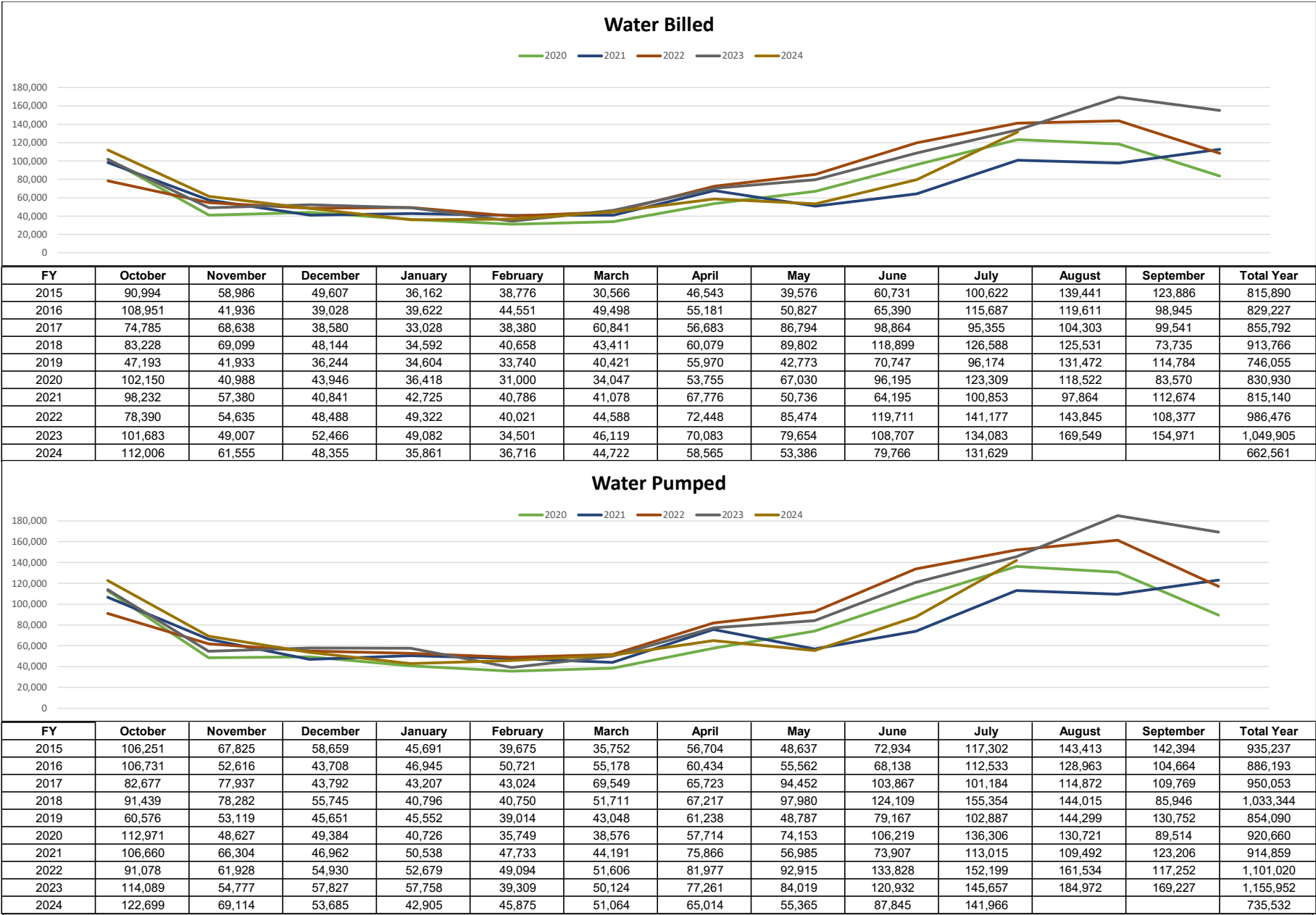


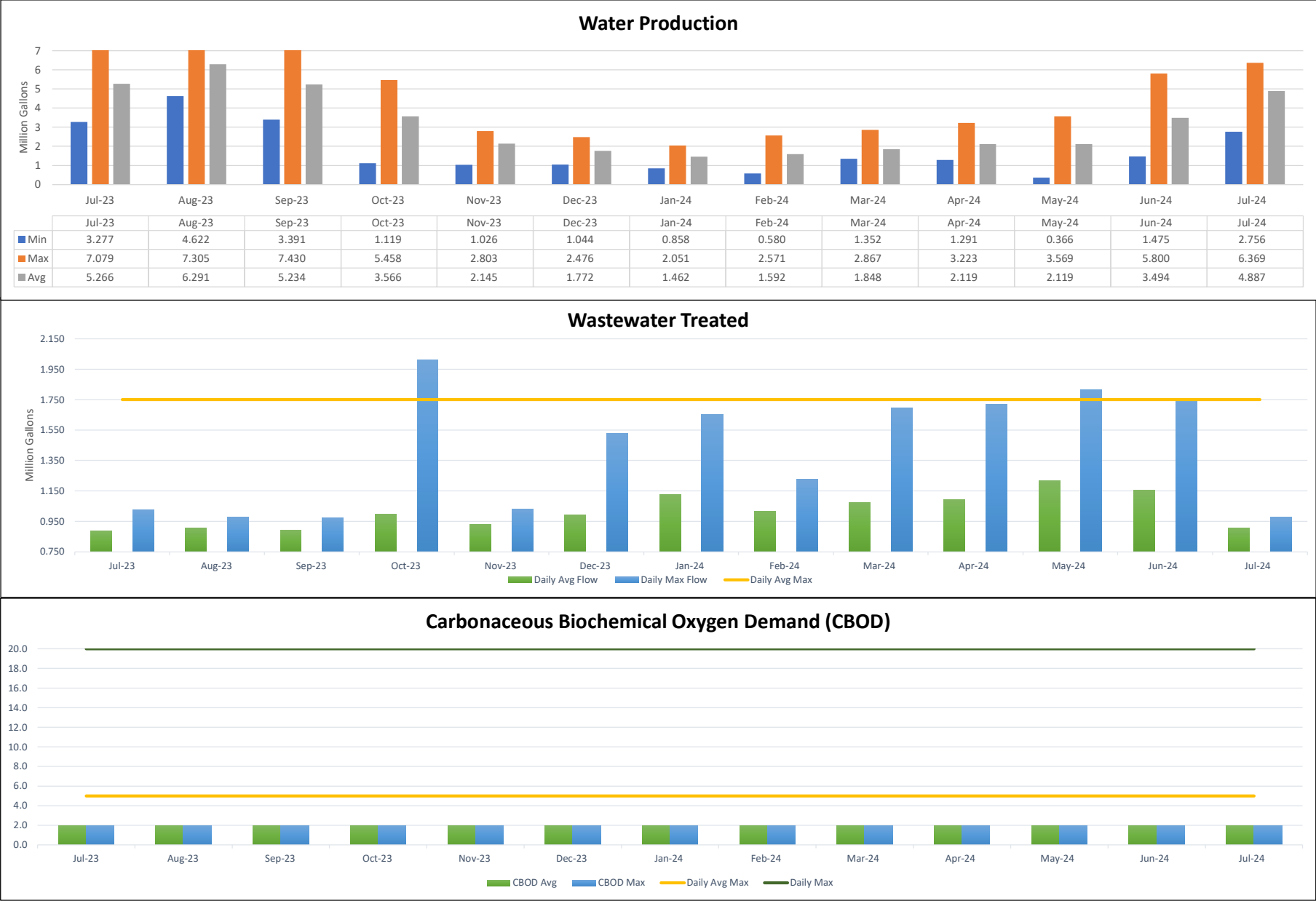
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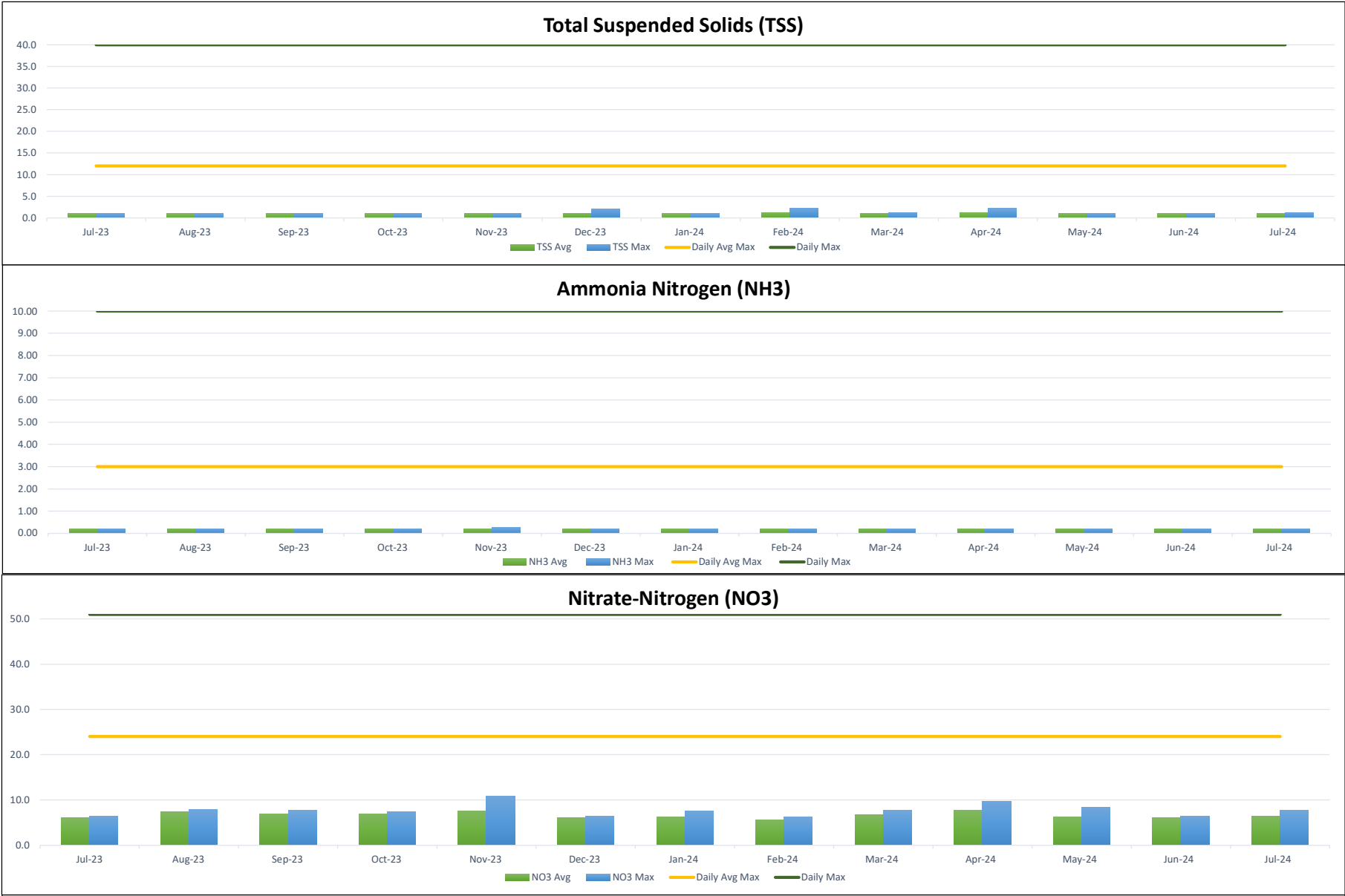
## Capital Improvement Projects

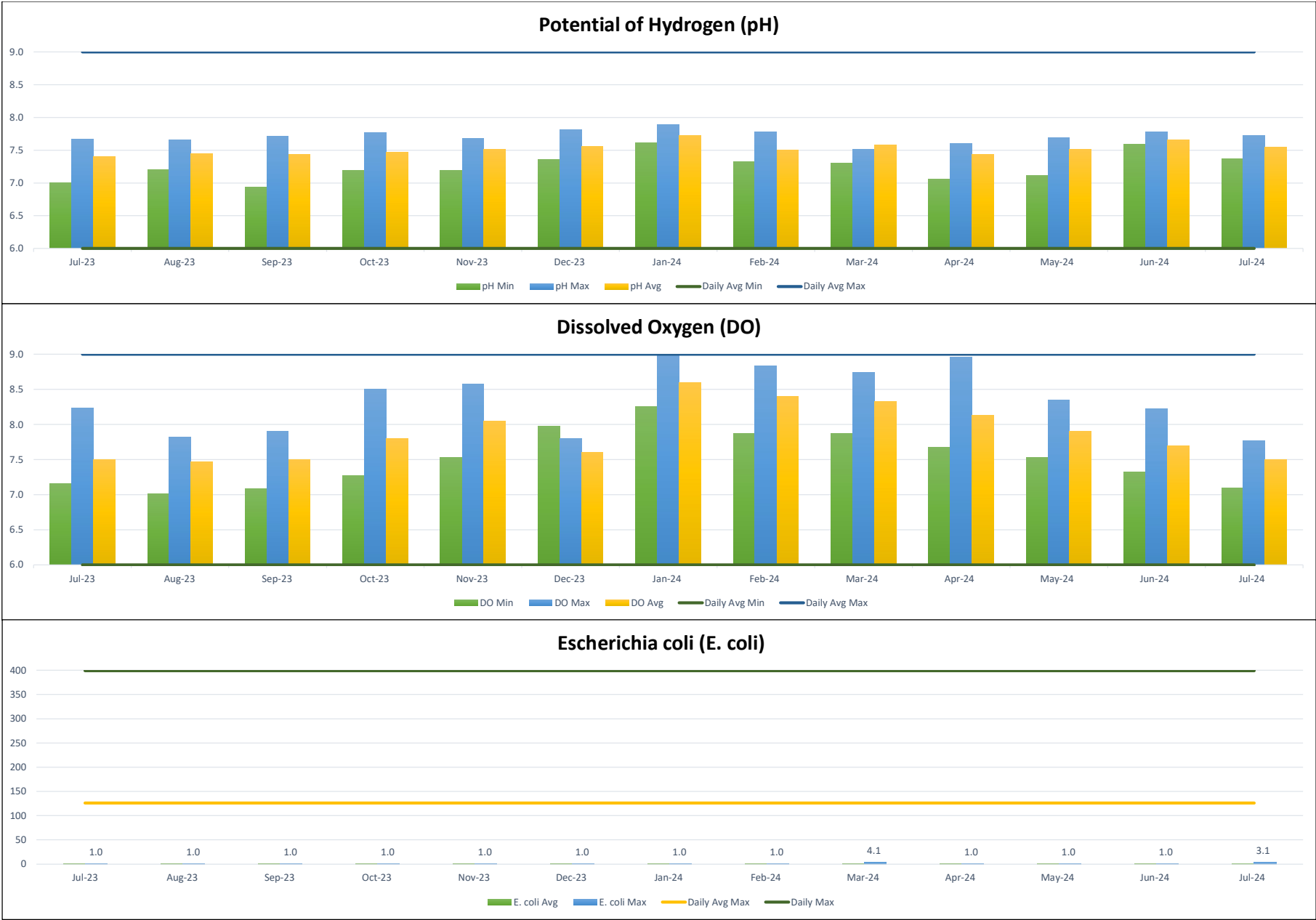
- Pump Station Improvement Project – The installation of new piping, pump discharge head, and pump control valve for Pump #5 has been completed. The variable frequency drives have been delivered for Pump #2 and Pump #3 and are expected to begin installation within the next few weeks along with the new pumps, discharge heads, and control valves. This project is tentatively scheduled to be substantially complete by the end of August and estimated to be finalized by the end of September.
- FY 2024 Water Line Project – Pipe replacement is approximately 70% complete on Sonora Drive from Monterrey Drive to Pagosa Court and 100% complete on Mesa Verde Court and Palo Duro Court. Sod replacement and cleanup is in progress and being completed as the contractor progresses. The contractor is planning to begin work on Inverness Drive this week and will run concurrent with Sonora Drive. The project is scheduled to be completed by the end of October.
- WWTP CIP Improvements – Installation of the new CIP tanks, pumps, piping, and electrical conduit is complete. The remaining electrical connectivity to the pumps and cleanup for final completion is expected by the end of August.
- FY 2024 Wastewater Improvements – This project has been completed.
- Southlake emergency connection – We are awaiting a response from the city of Southlake regarding whether they can accommodate the request for an emergency water connection.













## Trophy Club Municipal Utility District No. 1

## Check Report

By Check Number

Date Range: 07/01/2024 - 07/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Prosperity Bank-Prosperity Bank</b>						
4004	Insituform Technologies LLC	07/08/2024	Regular	0.00	62,922.50	10521
1737	PVS DX INC	07/08/2024	Regular	0.00	2,530.26	10522
3176	Rey-Mar Construction	07/08/2024	Regular	0.00	122,404.65	10523
3156	Southern Petroleum Lab Inc	07/08/2024	Regular	0.00	3,603.60	10524
1005	Atlas Utility Supply Co.	07/08/2024	Regular	0.00	19,740.00	10525
2655	Core & Main LP	07/08/2024	Regular	0.00	2,303.58	10526
2497	DHS Automation Inc	07/08/2024	Regular	0.00	8,280.08	10527
2804	Fortiline Inc.	07/08/2024	Regular	0.00	1,590.00	10528
2526	Scoop	07/08/2024	Regular	0.00	4,132.00	10529
1578	Smith Pump Company, Inc.	07/08/2024	Regular	0.00	10,848.00	10530
4005	Aurora Patricia Albrecht	07/08/2024	Regular	0.00	291.66	10531
1926	Badger Meter, Inc	07/08/2024	Regular	0.00	3,051.92	10532
4003	CW Janitorial Services	07/08/2024	Regular	0.00	1,600.00	10533
3184	Dataprose LLC	07/08/2024	Regular	0.00	2,628.90	10534
2804	Fortiline Inc.	07/08/2024	Regular	0.00	89.39	10535
4033	Health Care Service Corporation	07/08/2024	Regular	0.00	18,493.70	10536
2943	JP Morgan Chase Bank NA	07/08/2024	Regular	0.00	8,003.00	10537
3278	Kyocera Document Solutions	07/08/2024	Regular	0.00	88.00	10538
2784	Manning Concrete Sawing	07/08/2024	Regular	0.00	2,032.90	10539
2760	NDS Leasing	07/08/2024	Regular	0.00	183.75	10540
3134	Prime Controls LP	07/08/2024	Regular	0.00	1,406.00	10541
2526	Scoop	07/08/2024	Regular	0.00	95.45	10542
3182	Strategic Government Resources	07/08/2024	Regular	0.00	382.50	10543
2440	Tarrant County Public Health Laboratory	07/08/2024	Regular	0.00	800.00	10544
2696	Texas Excavation Safety System	07/08/2024	Regular	0.00	416.30	10545
1001	Town of Trophy Club	07/08/2024	Regular	0.00	231,268.23	10546
1000	Trophy Club Mud (Water Bills)	07/08/2024	Regular	0.00	490.50	10547
3225	US Bank Voyager Fleet Systems	07/08/2024	Regular	0.00	2,257.80	10548
	**Void**	07/23/2024	Regular	0.00	0.00	10550
	**Void**	07/23/2024	Regular	0.00	0.00	10551
	**Void**	07/23/2024	Regular	0.00	0.00	10552
	**Void**	07/23/2024	Regular	0.00	0.00	10553
	**Void**	07/23/2024	Regular	0.00	0.00	10554
	**Void**	07/23/2024	Regular	0.00	0.00	10555
	**Void**	07/23/2024	Regular	0.00	0.00	10556
	**Void**	07/23/2024	Regular	0.00	0.00	10557
	**Void**	07/23/2024	Regular	0.00	0.00	10558
	**Void**	07/23/2024	Regular	0.00	0.00	10559
	**Void**	07/23/2024	Regular	0.00	0.00	10560
2222	Aflac	07/23/2024	Regular	0.00	365.13	10561
1499	Aldinger Company	07/23/2024	Regular	0.00	293.00	10562
1030	City of Fort Worth	07/23/2024	Regular	0.00	34,671.00	10563
2804	Fortiline Inc.	07/23/2024	Regular	0.00	170.00	10564
2759	Hardys Painting	07/23/2024	Regular	0.00	1,609.00	10565
3076	HD Supply Facilities Maint LTD	07/23/2024	Regular	0.00	53.12	10566
3115	Metlife Group Benefits	07/23/2024	Regular	0.00	2,157.05	10567
3134	Prime Controls LP	07/23/2024	Regular	0.00	8,451.00	10568
1081	Tri County Electric	07/23/2024	Regular	0.00	682.57	10569
2798	Tyler Technologies Inc	07/23/2024	Regular	0.00	11,703.05	10570
3280	Watts Ellison LLC	07/23/2024	Regular	0.00	3,089.67	10571
2222	Aflac	07/23/2024	Regular	0.00	443.86	10572
3132	Legal Shield	07/23/2024	Regular	0.00	15.95	10573
2655	Core & Main LP	07/23/2024	Regular	0.00	9,850.00	10574
2797	Global Pump Solutions	07/23/2024	Regular	0.00	14,216.00	10575

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4004	Insituform Technologies LLC	07/23/2024	Regular	0.00	199,034.00	10576
1051	Millican Well Service LLC	07/23/2024	Regular	0.00	126,434.33	10577
3156	Southern Petroleum Lab Inc	07/23/2024	Regular	0.00	2,176.80	10578
4018	BP Energy Holding Company LLC	07/23/2024	Regular	0.00	35,128.12	10579

Bank Code Prosperity Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	47	0.00	962,478.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	11	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	75	58	0.00	962,478.32

## All Bank Codes Check Summary

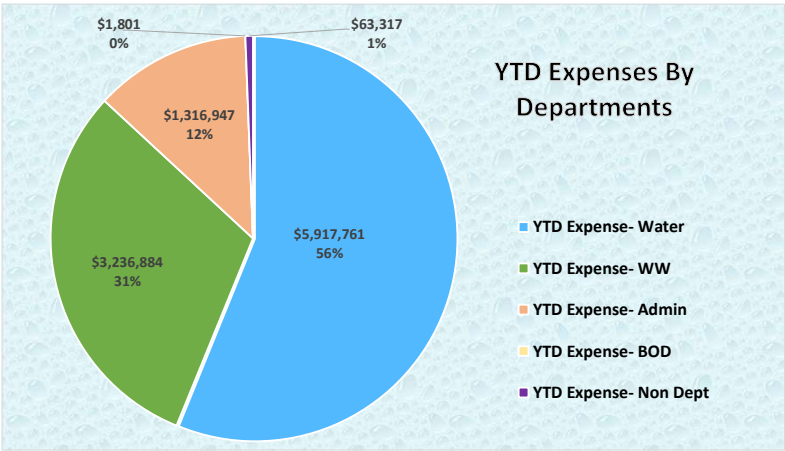
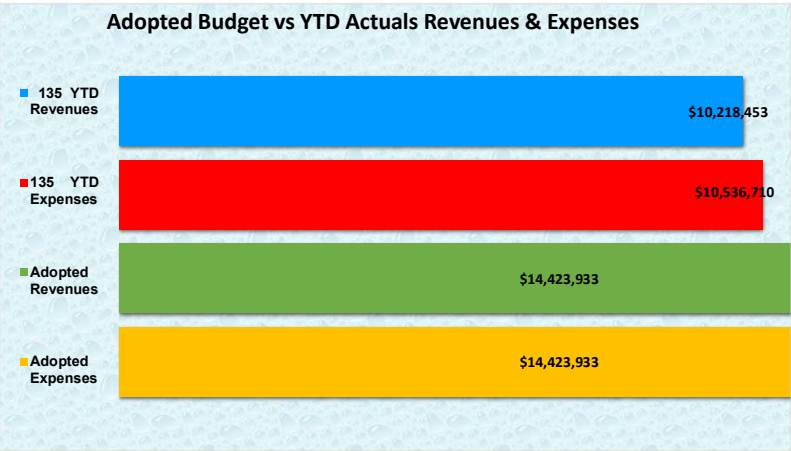
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	47	0.00	962,478.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	11	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>75</b>	<b>58</b>	<b>0.00</b>	<b>962,478.32</b>

## Fund Summary

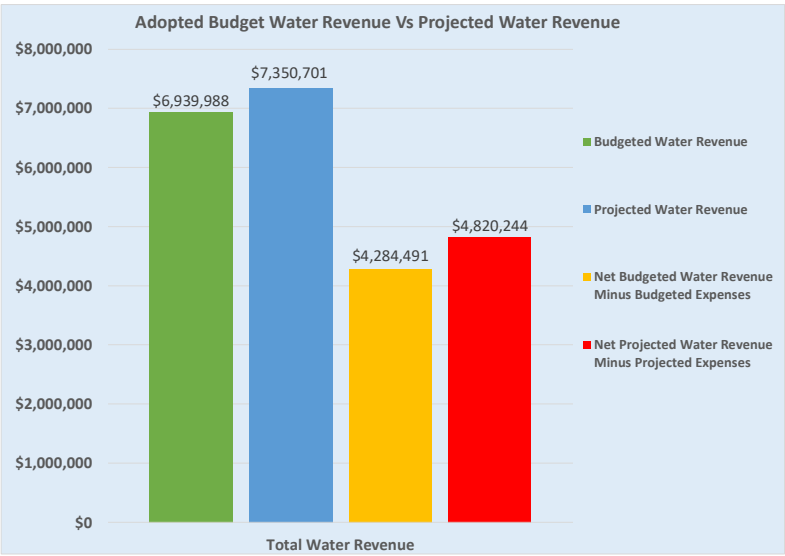
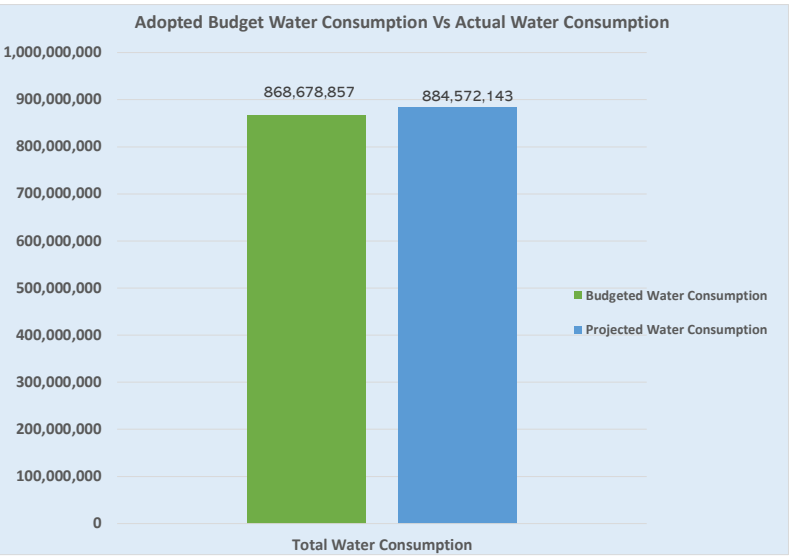
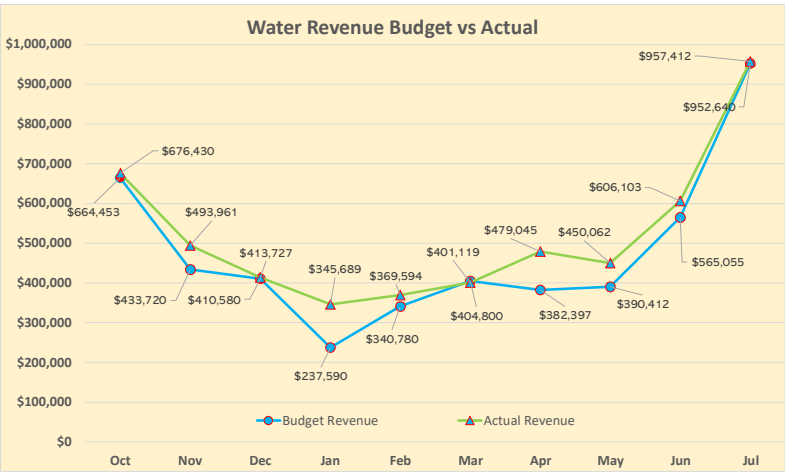
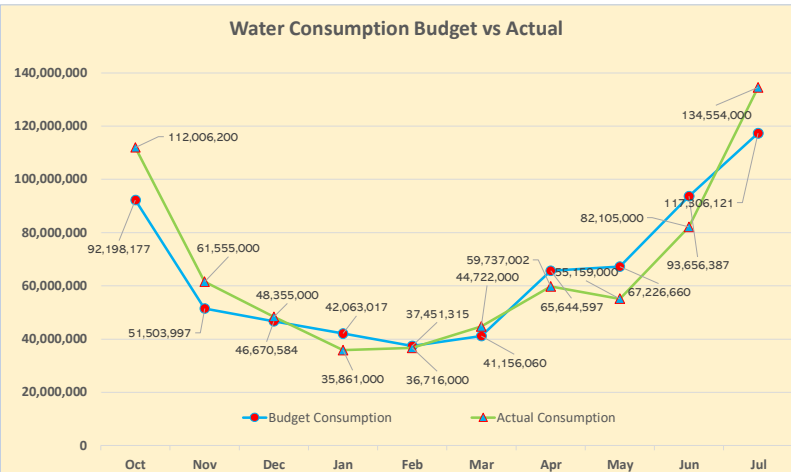
Fund	Name	Period	Amount
996	MUD Consolidated Cash	7/2024	962,478.32
			<b>962,478.32</b>

# FY 2024 Combined Financials

YTD as of 7/31/2024



## Water Budget vs Actual







## Trophy Club Municipal Utility District No. 1

# Budget Report

## Account Summary

For Fiscal: 2023-2024 Period Ending: 07/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 135 - MUD 1 General Fund</b>							
<b>Revenue</b>							
<a href="#">135-000-40000-000</a>	Property Taxes	85,733.51	85,733.51	0.00	84,487.92	-1,245.59	1.45 %
<a href="#">135-000-40002-000</a>	Property Taxes/Delinquent	300.00	300.00	0.00	-951.20	-1,251.20	417.07 %
<a href="#">135-000-40015-000</a>	Property Taxes/P & I	300.00	300.00	0.00	314.49	14.49	104.83 %
<a href="#">135-000-40025-000</a>	PID Surcharges	143,223.25	143,223.25	12,082.57	120,858.83	-22,364.42	15.62 %
<a href="#">135-000-47000-000</a>	Water	6,939,998.00	6,939,998.00	957,411.64	5,193,140.51	-1,746,857.49	25.17 %
<a href="#">135-000-47005-000</a>	Sewer	3,679,786.00	3,679,786.00	302,482.12	2,947,449.88	-732,336.12	19.90 %
<a href="#">135-000-47025-000</a>	Penalties	105,800.00	105,800.00	5,902.69	70,389.23	-35,410.77	33.47 %
<a href="#">135-000-47030-000</a>	Service Charges	3,350.00	3,350.00	50.00	3,250.00	-100.00	2.99 %
<a href="#">135-000-47035-000</a>	Plumbing Inspections	300.00	300.00	450.00	2,100.00	1,800.00	700.00 %
<a href="#">135-000-47045-000</a>	Sewer Inspections	100.00	100.00	150.00	650.00	550.00	650.00 %
<a href="#">135-000-47070-000</a>	TCCC Effluent Charges	70,000.00	70,000.00	22,700.00	46,456.80	-23,543.20	33.63 %
<a href="#">135-000-49011-000</a>	Interest Income	150,000.00	150,000.00	39,112.69	434,224.00	284,224.00	289.48 %
<a href="#">135-000-49016-000</a>	Cell Tower Revenue	49,320.00	49,320.00	4,120.00	49,320.00	0.00	0.00 %
<a href="#">135-000-49026-000</a>	Proceeds from Sale of Assets	25,000.00	25,000.00	0.00	51,450.00	26,450.00	205.80 %
<a href="#">135-000-49035-000</a>	Prior Year Reserves	1,933,264.00	1,933,264.00	0.00	0.00	-1,933,264.00	100.00 %
<a href="#">135-000-49036-000</a>	GASB Reserves	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
<a href="#">135-000-49075-000</a>	Oversize Meter Reimbursement	2,058.00	2,058.00	1,284.00	5,992.00	3,934.00	291.16 %
<a href="#">135-000-49141-000</a>	Interfund Transfer In	1,178,400.00	1,178,400.00	0.00	1,200,330.86	21,930.86	101.86 %
<a href="#">135-000-49900-000</a>	Miscellaneous Income	7,000.00	7,000.00	4,500.00	8,989.73	1,989.73	128.42 %
	<b>Revenue Total:</b>	<b>14,423,932.76</b>	<b>14,423,932.76</b>	<b>1,350,245.71</b>	<b>10,218,453.05</b>	<b>-4,205,479.71</b>	<b>29.16 %</b>
<b>Expense</b>							
<a href="#">135-010-50005-000</a>	Salaries & Wages	431,575.02	431,575.02	33,875.18	346,241.89	85,333.13	19.77 %
<a href="#">135-010-50010-000</a>	Overtime	17,000.00	17,000.00	562.40	8,992.21	8,007.79	47.10 %
<a href="#">135-010-50016-000</a>	Longevity	6,252.50	6,252.50	0.00	6,252.50	0.00	0.00 %
<a href="#">135-010-50017-000</a>	Certification	3,600.00	3,600.00	450.00	2,250.00	1,350.00	37.50 %
<a href="#">135-010-50020-000</a>	Retirement	56,730.41	56,730.41	4,186.52	44,625.56	12,104.85	21.34 %
<a href="#">135-010-50026-000</a>	Medical Insurance	116,527.50	116,527.50	7,619.49	78,668.53	37,858.97	32.49 %
<a href="#">135-010-50027-000</a>	Dental Insurance	4,834.55	4,834.55	367.85	3,625.94	1,208.61	25.00 %
<a href="#">135-010-50028-000</a>	Vision Insurance	1,051.01	1,051.01	71.30	712.97	338.04	32.16 %
<a href="#">135-010-50029-000</a>	Life Insurance & Other	4,000.00	4,000.00	286.69	2,883.90	1,116.10	27.90 %
<a href="#">135-010-50030-000</a>	Social Security Taxes	28,422.51	28,422.51	2,091.88	21,919.91	6,502.60	22.88 %
<a href="#">135-010-50035-000</a>	Medicare Taxes	6,647.20	6,647.20	489.22	5,126.38	1,520.82	22.88 %
<a href="#">135-010-50040-000</a>	Unemployment Taxes	1,260.00	1,260.00	0.00	585.00	675.00	53.57 %
<a href="#">135-010-50045-000</a>	Workman's Compensation	11,898.56	11,898.56	1,060.94	7,951.40	3,947.16	33.17 %
<a href="#">135-010-50060-000</a>	Pre-emp Physicals/Testing	400.00	400.00	0.00	0.00	400.00	100.00 %
<a href="#">135-010-50070-000</a>	Employee Relations	300.00	300.00	0.00	0.00	300.00	100.00 %
<a href="#">135-010-55080-000</a>	Maintenance & Repairs	201,500.00	201,500.00	29,450.18	136,056.22	65,443.78	32.48 %
<a href="#">135-010-55085-000</a>	Generator Maint. and Repair	2,000.00	2,000.00	0.00	13,469.93	-11,469.93	-573.50 %
<a href="#">135-010-55090-000</a>	Vehicle Maintenance	5,000.00	5,000.00	1,548.40	4,586.53	413.47	8.27 %
<a href="#">135-010-55105-000</a>	Maintenance-Backhoe/SkidLoader	1,000.00	1,000.00	0.00	1,911.94	-911.94	-91.19 %
<a href="#">135-010-55120-000</a>	Cleaning Services	2,500.00	2,500.00	0.00	40.31	2,459.69	98.39 %
<a href="#">135-010-55135-000</a>	Lab Analysis	7,500.00	7,500.00	590.00	4,427.00	3,073.00	40.97 %
<a href="#">135-010-55135-001</a>	Lab Analysis for PID	2,000.00	2,000.00	210.00	2,432.00	-432.00	-21.60 %
<a href="#">135-010-60010-000</a>	Communications/Mobiles	7,500.00	7,500.00	0.00	2,678.17	4,821.83	64.29 %
<a href="#">135-010-60020-000</a>	Electricity	183,143.49	183,143.49	24,861.54	113,640.18	69,503.31	37.95 %
<a href="#">135-010-60035-000</a>	Postage	0.00	0.00	95.45	95.45	-95.45	0.00 %
<a href="#">135-010-60066-000</a>	Publications/Books/Subscripts	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">135-010-60080-000</a>	Schools & Training	2,630.00	2,630.00	125.00	3,671.74	-1,041.74	-39.61 %
<a href="#">135-010-60100-000</a>	Travel & per diem	577.50	577.50	0.00	604.10	-26.60	-4.61 %
<a href="#">135-010-60135-000</a>	TCEQ Fees & Permits	29,500.00	29,500.00	0.00	15,134.15	14,365.85	48.70 %

Budget Report

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">135-010-60135-001</a>	TCEQ Fees & Permits for PID	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">135-010-60150-000</a>	Wholesale Water	2,655,497.13	2,655,497.13	0.00	1,323,789.01	1,331,708.12	50.15 %
<a href="#">135-010-60285-000</a>	Lawn Equipment & Maintenance	12,500.00	12,500.00	900.00	6,900.00	5,600.00	44.80 %
<a href="#">135-010-60332-000</a>	Interfund Transfer Out-Rev I&S	565,796.88	565,796.88	51,500.52	515,005.20	50,791.68	8.98 %
<a href="#">135-010-60334-000</a>	Interfund Transfer Out	0.00	0.00	0.00	920,912.00	-920,912.00	0.00 %
<a href="#">135-010-65005-000</a>	Fuel & Lube	23,575.00	23,575.00	1,779.13	13,910.29	9,664.71	41.00 %
<a href="#">135-010-65010-000</a>	Uniforms	4,355.00	4,355.00	138.55	1,991.46	2,363.54	54.27 %
<a href="#">135-010-65030-000</a>	Chemicals	58,200.00	58,200.00	4,833.84	30,650.88	27,549.12	47.34 %
<a href="#">135-010-65050-000</a>	Meter Expense	20,000.00	20,000.00	19,740.00	19,740.00	260.00	1.30 %
<a href="#">135-010-65053-000</a>	Meter Change Out Program	124,500.00	124,500.00	0.00	82,650.00	41,850.00	33.61 %
<a href="#">135-010-65085-000</a>	Office Supplies	0.00	0.00	149.00	149.00	-149.00	0.00 %
<a href="#">135-010-69005-000</a>	Capital Outlays	4,200,000.00	4,200,000.00	250,658.33	1,794,819.95	2,405,180.05	57.27 %
<a href="#">135-010-69195-000</a>	GASB Reserve for Replacement	378,659.00	378,659.00	0.00	378,659.00	0.00	0.00 %
<a href="#">135-020-50005-000</a>	Salaries & Wages	290,304.62	290,304.62	11,066.66	170,843.59	119,461.03	41.15 %
<a href="#">135-020-50010-000</a>	Overtime	20,000.00	20,000.00	1,739.07	8,564.83	11,435.17	57.18 %
<a href="#">135-020-50016-000</a>	Longevity	2,367.50	2,367.50	0.00	2,540.00	-172.50	-7.29 %
<a href="#">135-020-50017-000</a>	Certification	5,100.00	5,100.00	400.00	2,500.00	2,600.00	50.98 %
<a href="#">135-020-50020-000</a>	Retirement	40,934.05	40,934.05	1,584.69	22,654.84	18,279.21	44.66 %
<a href="#">135-020-50026-000</a>	Medical Insurance	93,222.04	93,222.04	3,265.50	41,811.44	51,410.60	55.15 %
<a href="#">135-020-50027-000</a>	Dental Insurance	3,385.28	3,385.28	119.63	1,750.64	1,634.64	48.29 %
<a href="#">135-020-50028-000</a>	Vision Insurance	818.82	818.82	25.69	391.54	427.28	52.18 %
<a href="#">135-020-50029-000</a>	Life Insurance & Other	3,000.00	3,000.00	170.26	1,715.60	1,284.40	42.81 %
<a href="#">135-020-50030-000</a>	Social Security Taxes	20,507.87	20,507.87	787.48	11,014.18	9,493.69	46.29 %
<a href="#">135-020-50035-000</a>	Medicare Taxes	4,796.20	4,796.20	184.17	2,575.89	2,220.31	46.29 %
<a href="#">135-020-50040-000</a>	Unemployment Taxes	1,008.00	1,008.00	0.00	350.98	657.02	65.18 %
<a href="#">135-020-50045-000</a>	Workman's Compensation	8,403.61	8,403.61	748.93	5,366.30	3,037.31	36.14 %
<a href="#">135-020-50060-000</a>	Pre-emp Physicals/Testing	400.00	400.00	0.00	0.00	400.00	100.00 %
<a href="#">135-020-50070-000</a>	Employee Relations	300.00	300.00	0.00	0.00	300.00	100.00 %
<a href="#">135-020-55080-000</a>	Maintenance & Repairs	137,000.00	137,000.00	11,564.50	124,992.31	12,007.69	8.76 %
<a href="#">135-020-55081-000</a>	Mainten & Repairs Collections	270,000.00	270,000.00	982.50	246,918.83	23,081.17	8.55 %
<a href="#">135-020-55085-000</a>	Generator Maint. and Repair	11,000.00	11,000.00	0.00	6,478.06	4,521.94	41.11 %
<a href="#">135-020-55090-000</a>	Vehicle Maintenance	4,600.00	4,600.00	0.00	227.94	4,372.06	95.04 %
<a href="#">135-020-55091-000</a>	Veh Maintenance Collections	13,000.00	13,000.00	0.00	4,301.52	8,698.48	66.91 %
<a href="#">135-020-55105-000</a>	Maintenance-Backhoe/SkidLoader	3,000.00	3,000.00	0.00	1,541.03	1,458.97	48.63 %
<a href="#">135-020-55120-000</a>	Cleaning Services	2,000.00	2,000.00	0.00	40.31	1,959.69	97.98 %
<a href="#">135-020-55125-000</a>	Dumpster Services	100,000.00	100,000.00	0.00	68,163.17	31,836.83	31.84 %
<a href="#">135-020-55135-000</a>	Lab Analysis	55,000.00	55,000.00	5,780.40	48,063.22	6,936.78	12.61 %
<a href="#">135-020-60010-000</a>	Communications/Mobiles	7,500.00	7,500.00	0.00	2,088.15	5,411.85	72.16 %
<a href="#">135-020-60020-000</a>	Electricity	242,978.33	242,978.33	46,341.14	198,247.93	44,730.40	18.41 %
<a href="#">135-020-60080-000</a>	Schools & Training	2,119.00	2,119.00	0.00	727.50	1,391.50	65.67 %
<a href="#">135-020-60100-000</a>	Travel & per diem	527.50	527.50	0.00	0.00	527.50	100.00 %
<a href="#">135-020-60135-000</a>	TCEQ Fees & Permits	12,000.00	12,000.00	0.00	9,888.02	2,111.98	17.60 %
<a href="#">135-020-60285-000</a>	Lawn Equipment & Maintenance	16,000.00	16,000.00	1,540.00	11,500.00	4,500.00	28.13 %
<a href="#">135-020-60331-000</a>	Interfund Transfer Out-Tax I&S	115,885.76	115,885.76	10,535.09	105,350.90	10,534.86	9.09 %
<a href="#">135-020-60332-000</a>	Interfund Transfer Out-Rev I&S	698,542.63	698,542.63	63,548.65	635,486.50	63,056.13	9.03 %
<a href="#">135-020-60334-000</a>	Interfund Transfer Out	0.00	0.00	0.00	96,630.00	-96,630.00	0.00 %
<a href="#">135-020-65005-000</a>	Fuel & Lube	13,000.00	13,000.00	478.67	9,273.96	3,726.04	28.66 %
<a href="#">135-020-65010-000</a>	Uniforms	3,520.00	3,520.00	149.90	1,731.53	1,788.47	50.81 %
<a href="#">135-020-65030-000</a>	Chemicals	32,500.00	32,500.00	0.00	21,300.31	11,199.69	34.46 %
<a href="#">135-020-65031-000</a>	Chemicals Collections	10,000.00	10,000.00	0.00	5,709.00	4,291.00	42.91 %
<a href="#">135-020-65045-000</a>	Lab Supplies	33,000.00	33,000.00	53.12	26,116.94	6,883.06	20.86 %
<a href="#">135-020-69005-000</a>	Capital Outlays	1,050,000.00	1,050,000.00	282,804.15	1,161,707.89	-111,707.89	-10.64 %
<a href="#">135-020-69008-000</a>	Short Term Debt-Principal	22,398.34	22,398.34	0.00	22,132.30	266.04	1.19 %
<a href="#">135-020-69009-000</a>	Short Term Debt-Interest	442.39	442.39	0.00	425.07	17.32	3.92 %
<a href="#">135-020-69195-000</a>	GASB Reserve for Replacement	155,762.00	155,762.00	0.00	155,762.00	0.00	0.00 %
<a href="#">135-026-50045-000</a>	Workman's Compensation	15.00	15.00	0.66	6.60	8.40	56.00 %
<a href="#">135-026-60070-000</a>	Dues & Memberships	750.00	750.00	0.00	750.00	0.00	0.00 %
<a href="#">135-026-60075-000</a>	Meetings	1,500.00	1,500.00	115.99	1,043.91	456.09	30.41 %

Budget Report

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">135-026-60080-000</a>	Schools & Training	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">135-026-60100-000</a>	Travel & per diem	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">135-026-60245-000</a>	Miscellaneous Expenses	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">135-030-50005-000</a>	Salaries & Wages	663,185.25	663,185.25	46,189.75	534,479.49	128,705.76	19.41 %
<a href="#">135-030-50010-000</a>	Overtime	2,000.00	2,000.00	0.00	1,620.34	379.66	18.98 %
<a href="#">135-030-50016-000</a>	Longevity	2,532.50	2,532.50	0.00	2,597.50	-65.00	-2.57 %
<a href="#">135-030-50020-000</a>	Retirement	82,631.07	82,631.07	5,524.77	65,634.60	16,996.47	20.57 %
<a href="#">135-030-50026-000</a>	Medical Insurance	108,759.00	108,759.00	5,986.75	64,349.91	44,409.09	40.83 %
<a href="#">135-030-50027-000</a>	Dental Insurance	3,816.74	3,816.74	235.11	2,443.96	1,372.78	35.97 %
<a href="#">135-030-50028-000</a>	Vision Insurance	886.17	886.17	50.93	540.28	345.89	39.03 %
<a href="#">135-030-50029-000</a>	Life Insurance & Other	4,800.00	4,800.00	293.50	3,818.69	981.31	20.44 %
<a href="#">135-030-50030-000</a>	Social Security Taxes	41,398.50	41,398.50	2,755.43	31,724.74	9,673.76	23.37 %
<a href="#">135-030-50035-000</a>	Medicare Taxes	9,681.91	9,681.91	644.41	7,535.87	2,146.04	22.17 %
<a href="#">135-030-50040-000</a>	Unemployment Taxes	1,512.00	1,512.00	38.19	857.19	654.81	43.31 %
<a href="#">135-030-50045-000</a>	Workman's Compensation	1,597.19	1,597.19	139.51	1,040.10	557.09	34.88 %
<a href="#">135-030-50060-000</a>	Pre-emp Physicals/Testing	500.00	500.00	0.00	248.45	251.55	50.31 %
<a href="#">135-030-50070-000</a>	Employee Relations	4,000.00	4,000.00	0.00	3,111.83	888.17	22.20 %
<a href="#">135-030-55030-000</a>	Software & Support	130,311.00	130,311.00	3,575.08	135,925.16	-5,614.16	-4.31 %
<a href="#">135-030-55080-000</a>	Maintenance & Repairs	23,000.00	23,000.00	1,609.00	18,031.71	4,968.29	21.60 %
<a href="#">135-030-55085-000</a>	Generator Maint. and Repair	1,000.00	1,000.00	0.00	1,348.04	-348.04	-34.80 %
<a href="#">135-030-55120-000</a>	Cleaning Services	13,825.00	13,825.00	1,600.00	13,254.70	570.30	4.13 %
<a href="#">135-030-55160-000</a>	Professional Outside Services	100,000.00	100,000.00	1,059.57	89,119.51	10,880.49	10.88 %
<a href="#">135-030-55205-000</a>	Utility Billing Contract	9,000.00	9,000.00	634.48	5,756.23	3,243.77	36.04 %
<a href="#">135-030-60005-000</a>	Telephone	6,000.00	6,000.00	438.11	4,250.44	1,749.56	29.16 %
<a href="#">135-030-60010-000</a>	Communications/Mobiles	3,000.00	3,000.00	0.00	386.05	2,613.95	87.13 %
<a href="#">135-030-60020-000</a>	Electricity/Gas	17,684.51	17,684.51	3,176.98	14,237.98	3,446.53	19.49 %
<a href="#">135-030-60025-000</a>	Water	5,000.00	5,000.00	490.50	2,226.42	2,773.58	55.47 %
<a href="#">135-030-60035-000</a>	Postage	30,000.00	30,000.00	2,511.92	20,330.92	9,669.08	32.23 %
<a href="#">135-030-60040-000</a>	Service Charges & Fees	140,000.00	140,000.00	20,203.21	144,911.24	-4,911.24	-3.51 %
<a href="#">135-030-60050-000</a>	Bad Debt Expense	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
<a href="#">135-030-60055-000</a>	Insurance	116,158.22	116,158.22	9,618.44	96,184.40	19,973.82	17.20 %
<a href="#">135-030-60070-000</a>	Dues & Memberships	6,800.00	6,800.00	0.00	2,016.00	4,784.00	70.35 %
<a href="#">135-030-60080-000</a>	Schools & Training	3,900.00	3,900.00	0.00	1,313.10	2,586.90	66.33 %
<a href="#">135-030-60100-000</a>	Travel & per diem	1,227.50	1,227.50	0.00	0.00	1,227.50	100.00 %
<a href="#">135-030-60115-000</a>	Elections	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">135-030-60245-000</a>	Miscellaneous Expenses	0.00	0.00	0.00	2,515.33	-2,515.33	0.00 %
<a href="#">135-030-60285-000</a>	Lawn Equipment & Maintenance	5,000.00	5,000.00	649.67	4,876.70	123.30	2.47 %
<a href="#">135-030-60360-000</a>	Furniture/Equipment < \$5000	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
<a href="#">135-030-65010-000</a>	Uniforms	530.00	530.00	0.00	0.00	530.00	100.00 %
<a href="#">135-030-65055-000</a>	Hardware	8,200.00	8,200.00	0.00	4,562.24	3,637.76	44.36 %
<a href="#">135-030-65085-000</a>	Office Supplies	5,000.00	5,000.00	284.87	2,858.82	2,141.18	42.82 %
<a href="#">135-030-65095-000</a>	Maintenance Supplies	5,000.00	5,000.00	321.30	5,467.97	-467.97	-9.36 %
<a href="#">135-030-69170-000</a>	Copier Lease Installments	4,000.00	4,000.00	271.75	2,468.48	1,531.52	38.29 %
<a href="#">135-030-69195-000</a>	GASB Reserve for Replacement	24,903.00	24,903.00	0.00	24,903.00	0.00	0.00 %
<a href="#">135-039-55045-000</a>	Legal	65,000.00	65,000.00	0.00	29,545.70	35,454.30	54.55 %
<a href="#">135-039-55055-000</a>	Auditing	30,000.00	30,000.00	0.00	21,784.29	8,215.71	27.39 %
<a href="#">135-039-55060-000</a>	Appraisal	13,071.00	13,071.00	0.00	8,046.27	5,024.73	38.44 %
<a href="#">135-039-55065-000</a>	Tax Admin Fees	5,000.00	5,000.00	0.00	3,941.00	1,059.00	21.18 %
Expense Total:		14,423,932.76	14,423,932.76	989,931.49	10,536,710.08	3,887,222.68	26.95%
Fund: 135 - MUD 1 General Fund Surplus (Deficit):		0.00	0.00	360,314.22	-318,257.03	-318,257.03	0.00%
Report Surplus (Deficit):		0.00	0.00	360,314.22	-318,257.03	-318,257.03	0.00%

Budget Report

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	Percent Remaining
					Favorable (Unfavorable)	
Fund: 135 - MUD 1 General Fund						
Revenue	14,423,932.76	14,423,932.76	1,350,245.71	10,218,453.05	-4,205,479.71	29.16%
Expense	14,423,932.76	14,423,932.76	989,931.49	10,536,710.08	3,887,222.68	26.95%
Fund: 135 - MUD 1 General Fund Surplus (Deficit):	0.00	0.00	360,314.22	-318,257.03	-318,257.03	0.00%
Report Surplus (Deficit):	0.00	0.00	360,314.22	-318,257.03	-318,257.03	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
135 - MUD 1 General Fund	0.00	0.00	360,314.22	-318,257.03	-318,257.03
Report Surplus (Deficit):	0.00	0.00	360,314.22	-318,257.03	-318,257.03

<b>CASH STATUS AS OF JULY 2024</b>		<b>Restricted - Unable to be spent</b>	<b>Unrestricted- Available for spending</b>	<b>Total in Accounts (Restricted &amp; Unrestricted)</b>
135-10250	TexPool O & M (XXXXX0002) General Fund Operating	\$0	\$2,467,331	\$2,467,331
135-10300	Prosperity Bank (XXXXX2660) General Fund Operating	\$147,880	\$4,766,753	\$4,914,633
135-10305	Prosperity Bank Reserve-Savings Acct (XXXXX7724)	\$1,983,072	\$0	\$1,983,072
135-11100	Petty Cash Administration	\$0	\$150	\$150
135-11150	Petty Cash Utility Billing	\$0	\$450	\$450
137-10250	TexPool O & M (XXXXX0002) GASB Replacement	\$4,916,433	\$0	\$4,916,433
519-10300	Prosperity Bank (XXXXX2660) SWIFT	\$85,052	\$0	\$85,052
519-11155	Cash-Bond Escrow Bank of Texas (SWIFT)	\$845,600	\$0	\$845,600
520-10250	Texpool Revenue Bond Water & Waste Water Systems 2019 (XXXXX018)	\$0	\$0	\$0
520-10300	Prosperity Bank (XXXXX2660)- Construction Water & Waste Water Systems	\$0	\$0	\$0
528-10250	TexPool Revenue Bond Reserve (XXXXX014) WWTP Improvements	\$985,203	\$0	\$985,203
533-10250	TexPool Tax I & S (XXXXX0003)	\$560,692	\$0	\$560,692
533-10300	Prosperity Bank (XXXXX2660) Tax I&S	\$0	\$0	\$0
534-10250	TexPool Revenue I & S (XXXXX013) WWTP Improvements	\$518,298	\$0	\$518,298
535-10250	Texpool Revenue I & S (XXXXX017) SWIFT	\$239,035	\$0	\$239,035
536-10250	TexPool Revenue I & S (XXXXX020) Water & Waste Water Systems	\$252,146	\$0	\$252,146
			<b>\$7,234,684</b>	<b>\$17,768,094</b>

Amount available in cash for spending (MUD Accounts)

**\$7,234,684**

\*7/31/2024 Customer Water Deposits \$147,880

**Fire Department Cash**

122-10250	TexPool O & M (XXXXX0002)-Fire Operating Cash	\$0	\$766,241	\$766,241
122-10300	Prosperity Bank (XXXXX2660) Fire Operating	\$0	\$0	\$0
		<b>\$0</b>	<b>\$766,241</b>	<b>\$766,241</b>

Amount available in cash for spending (Fire Department Accounts)

**\$766,241****General Fund 135 Available**

\$	4,766,753	Prosperity General Fund
\$	2,467,331	Texpool General Fund
\$	600	Petty Cash
\$	<b>7,234,684</b>	

Total General Fund 135 Available for Spending

**General Fund 135 Fund Balances**

Nonspendable Fund Balance (Prepays)	\$	3,880
Assigned Fund Balance (FY2024 Capital Projects plus prior year carry forward)	\$	6,516,007
Unassigned Fund Balance	\$	4,185,596
Current Year Revenue/Expenses	\$	(318,257)
Total Nonspendable, Assigned & Committed Fund Balances - General Fund 135		<b>\$10,387,226</b>

**July Utility Billing Report**  
Fiscal Year 2023 - 2024

	<b>July 2023</b>	<b>August 2023</b>	<b>September 2023</b>	<b>October 2023</b>	<b>November 2023</b>	<b>December 2023</b>	<b>January 2024</b>	<b>February 2024</b>	<b>March 2024</b>	<b>April 2024</b>	<b>May 2024</b>	<b>June 2024</b>	<b>July 2024</b>
ebills	1,750	1,744	1,742	1,745	1,740	1,737	1,736	1,734	1,744	1,741	1,738	1,724	1,720
Bills Mailed	3,749	3,747	3,747	3,737	3,739	3,742	3,726	3,729	3,737	3,747	3,753	3,758	3,768
Bank Draft	585	578	572	569	562	567	568	565	565	562	562	557	546
Online Payments	3,101	2,957	3,086	3,072	3,006	3,133	3,023	3,036	3,246	2,992	3,152	3,197	3,136
Late Notices	327	268	344	255	298	342	249	298	299	245	295	277	242
Disconnects	13	7	7	13	4	5	4	8	7	3	3	3	0
Connections MUD	3,395	3,395	3,395	3,395	3,395	3,395	3,395	3,395	3,394	3,394	3,394	3,394	3,394
Connections Town	1,443	1,443	1,443	1,444	1,444	1,446	1,446	1,447	1,447	1,450	1,453	1,453	1,454

**July Permits**  
Fiscal Year 2023 - 2024

<b>Date of Permit</b>	<b>Permit No.</b>	<b>Customer Deposit</b>	<b>Due to FW Water</b>	<b>Oversize Meter</b>	<b>Plumbing Inspections</b>	<b>Sewer Inspections</b>	<b>Fire Line</b>	<b>Misc. Income</b>	<b>Total</b>
7/1/2024	2024-12	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00	\$ 1,500.00		\$ 7,181.00
7/23/2024	2024-13	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00	\$ 1,500.00		\$ 7,181.00
7/23/2024	2024-14	\$ 100.00	\$ 4,953.00	\$ 428.00	\$ 150.00	\$ 50.00	\$ 1,500.00		\$ 7,181.00
									\$ -
Total		\$ 300.00	\$14,859.00	\$ 1,284.00	\$ 450.00	\$ 150.00	\$ 4,500.00	\$ -	\$ 21,543.00



# COLLECTION REPORT TO THE TROPHY CLUB MUNICIPAL UTILITY DISTRICT No. 1

Submitted by: Alison Callison / Andrew Brink

*500 East Border Street, Suite 640  
Arlington, Texas 76010  
[www.pbfcml.com](http://www.pbfcml.com)*

*July 2024*





## 2022 TAX YEAR ANALYSIS

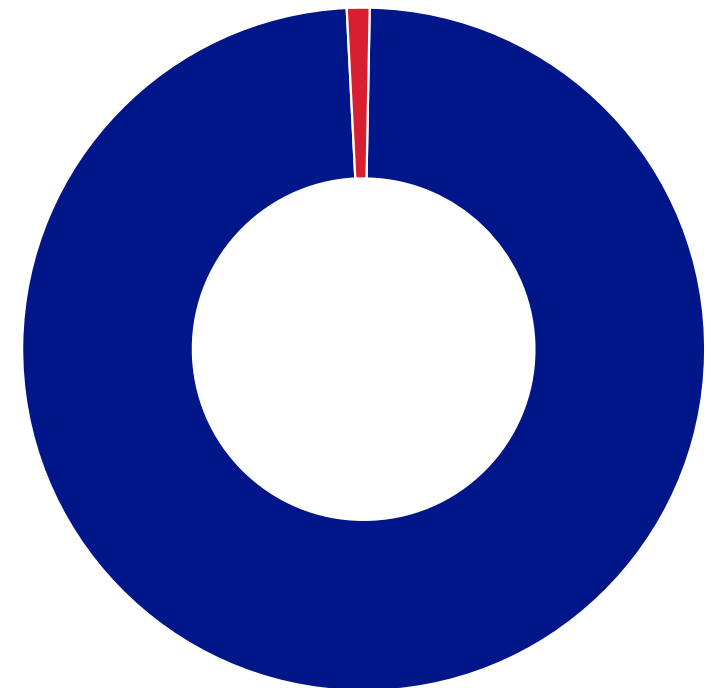
### Delinquent Turnover

**Original Tax  
Levy**

• \$1,959,930

**Adj.  
Delinquent  
July 1, 2023  
Turnover**

• \$21,418  
• 1.09%



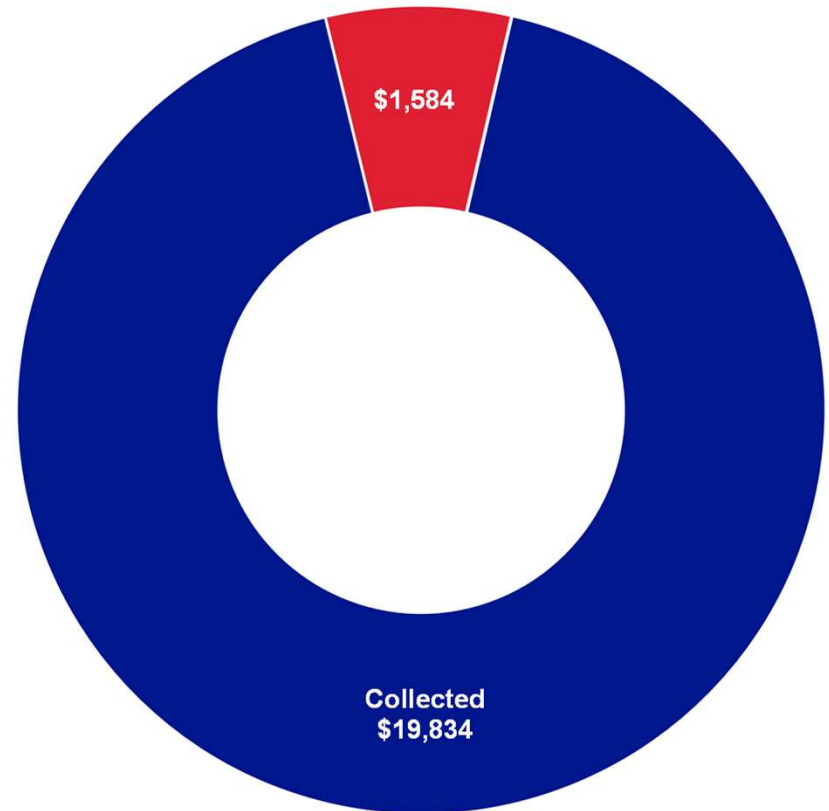
■ Collected 98.91% ■ Delinquent 1.09%

# 2022 TAX YEAR - DELINQUENT COLLECTIONS

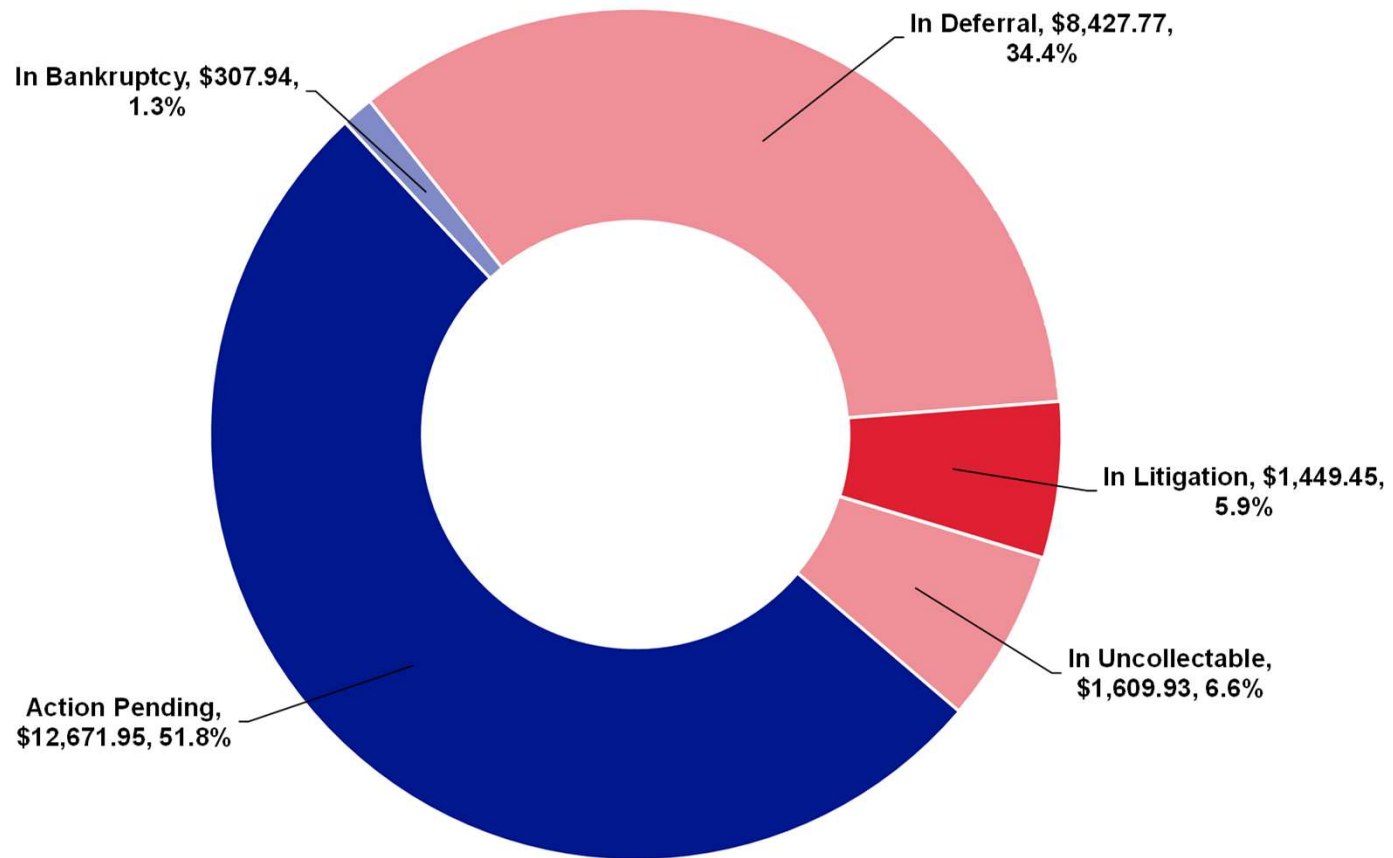
## July 1, 2023 - June 30, 2024

Adj. July 1 Turnover	• \$21,418
Base Tax Collected	• \$19,834 • 92.61%
Base Tax Remaining	• \$1,584

Base Tax Only - No Penalties or Interest Added



# ACCOUNT BREAKDOWN CHART



*As of 7/2/2024 - Total Base Tax: \$24,467 (2023 Tax Year & Prior)*

**Action Pending Accounts:** Notification Letters, Telephone Collections, Lienholder Notification, Title Research, Property Inspection and Payment Agreements. **Source:** Perdue Brandon tape download on 6/29/2024 from the Denton County Tax Office.



## 2023 TAX YEAR ANALYSIS

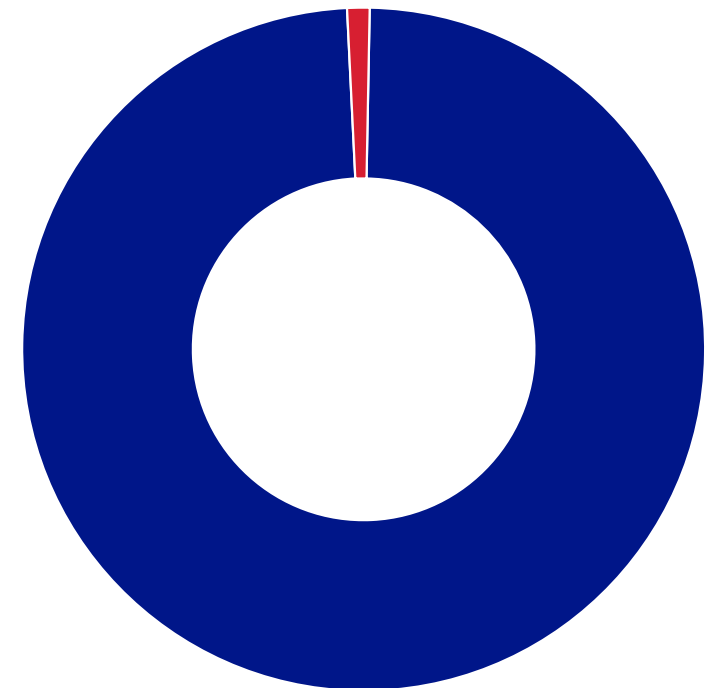
### Delinquent Turnover

**Original Tax  
Levy**

• \$1,623,338

**Adj.  
Delinquent  
July 1, 2024  
Turnover**

• \$17,052  
• 1.05%



■ Collected 98.95% ■ Delinquent 1.05%

Top Tax Due Report

August 21, 2024 Regular Meeting Agenda Packet

Top 100 Percent Properties - TROPHY CLUB MUNICIPAL UTILITY DISTRICT #1

GEO Code	Legal Description	Status	LPBD			
71012DEN	TROPHY CLUB #10 LOT 1219 ACRES: 0.235000	DEFE		D		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
968	BOREN BENJAMIN C & BEVERLY C	N/A	2010-2022	\$4,864.02		\$6,899.37
71779DEN	TROPHY CLUB # 2 LOT 77 ACRES: 0.253600	DEFE		D		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
91176	PARROW JAMES J & ELENA	N/A	2017-2022	\$2,332.99		\$2,773.75
650109DEN	PERSONAL PROPERTY - DENTIST LOCATION: 925 TROPHY CLUB DR	<none>,UP		L		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
90829	MEMBERS ONLY DENTAL PA	N/A	2018-2022	\$1,796.51		\$3,326.43
11514221TAR	DIEGO'S TEX MEX KITCHEN PERSONAL PROPERTY TANGIBLE	BKR,SUIT,UP				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
59	SUMMERS, JAMES M	N/A	2013-2014	\$455.51		\$1,266.58
40758281TAR	TROPHY CLUB # 9 LOT 723 ACRES: 0.236200	DEFE		D		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
93245	PARKER CHARLES J AND PARKER SYLVIA A	N/A	2022	\$337.04		\$360.90
620602DEN	PERSONAL PROPERTY - DENTIST OFFICE LOCAITON : 301 TROPHY LAKE	<none>,SUIT		L		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
1560	BURGAR BRANDON	N/A	2013-2014	\$310.41		\$862.15
926478DEN	PERSONAL PROPERTY - CHIROPRACTOR LOCATION : 100 TROPHY CLUB	<none>,SUIT,UP		L		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
1242	FORD LESLIE	N/A	2013-2017	\$297.77		\$756.75
11514205TAR	WEINBERGERS DELICATESSEN PERSONAL PROPERTY TANGIBLE	<none>,SUIT,UP				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
58	WEINBERGER DELI TWO LLC	N/A	2016-2019	\$297.12		\$640.42
339971DEN	PERSONAL PROPERTY - AIRCRAFT CESSNA 150L 1972-N5428Q LOCATION : SUIT			L		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
759	MORRISON AVIATION LLC	N/A	2013-2021	\$247.57		\$569.77
42641576TAR	KNOLLS AT SOLANA BLOCK B LOT 23 ACRES: 0.247900	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
93256	MAYA WALDEMAR	N/A	2021-2022	\$171.12		\$280.18
676474DEN	PERSONAL PROPERTY - DRY CLEANERS LOCATION: 2003 SH 114 STE 390	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
90856	J.A.E.H.K. INC	N/A	2018-2021	\$139.49		\$267.59
72034DEN	TROPHY CLUB # 4 LOT 333 ACRES: 0.361600	<none>,BKR,EMP		B		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
1219	BINGHAM GENE C	N/A	2021	\$122.63		\$208.96
336817DEN	PERSONAL PROPERTY - DRY CLEANERS DROP OFF LOCATION : 2003 SH	UP				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
1164	WALJI SHANIF M	N/A	2014-2015	\$45.93		\$120.97
14265180TAR	FUSE ENERGY LLC PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
91517	FUSE ENERGY LLC	N/A	2021-2022	\$37.36		\$62.16
14318755TAR	DYNAMIC ACTION PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
92920	DYNAMIC ACTION INC	N/A	2021	\$36.66		\$62.47
633172DEN	PERSONAL PROPERTY - AUDIOLOGISTS LOCATION: 501 TROPHY LAKE	UP				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
1730	EARCARE HEARING AIDS	N/A	2014-2015	\$35.18		\$92.66
469054DEN	PERSONAL PROPERTY - RETAIL STORE LOCATION: 301 TROPHY LAKE DR	UP				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
1184	VERIZON	N/A	2013	\$30.81		\$87.99
676479DEN	PERSONAL PROPERTY - DANCE & MUSIC LESSONS LOCATION: 905	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
90858	FULLER CHRISTINA	N/A	2020-2022	\$20.53		\$35.14
14689532TAR	CROSSFIT SPT PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
92190	RUTLEDGE SHANNON AND GARNER KASIE	N/A	2022	\$20.41		\$31.84
563646DEN	PERSONAL PROPERTY - MISC PERSONAL SERVICE LOCATION: 2003 SH	UP				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
1711	STYLES OF INDIA	N/A	2015-2016	\$20.23		\$50.38
723199DEN	PERSONAL PROPERTY - INSURANCE AGENT LOCATION: 2101 SH 114 STE	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
91433	MILLER CRAIG	N/A	2019-2022	\$18.50		\$33.07
499622DEN	PERSONAL PROPERTY - HAIR SALON LOCATION: 2001 W SH 114, STE 150,	UP				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
1530	DESIRE SALON & SPA	N/A	2013	\$16.51		\$47.15
682747DEN	PERSONAL PROPERTY - RESTAURANT LOCATION: 301 TROPHY LAKE DR	UP				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
91619	7 MILES TASTE GROUP INC	N/A	2019	\$14.43		\$28.74

13442112	TAR	HEART TEST LABORATORIES PERSONAL PROPERTY TANGIBLE	UP					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91068		HEART TEST LABORATORIES INC		N/A	2017-2019	\$12.32		\$25.45
14345060	TAR	BROKER ONLINE EXCHANGE LLC PERSONAL PROPERTY TANGIBLE	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
93904		BROKER ONLINE EXCHANGE LLC		N/A	2022	\$10.85		\$16.93
72303	DEN	TROPHY CLUB # 6 LOT 528 ACRES: 0.266100	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91664		TABER JOHN K		N/A	2020	\$9.15		\$16.25
701746	DEN	PERSONAL PROPERTY - SPECIAL TRADE CONTRACTORS: 99 TROPHY	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
93483		GRAY CAROL		N/A	2021-2022	\$6.51		\$10.66
659388	DEN	PERSONAL PROPERTY - BUSINESS SERVICES LOCATION: 99 TROPHY	UP					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91141		CHIP MUNDY INC		N/A	2017	\$4.85		\$11.06
566115	DEN	PERSONAL PROPERTY - BUSINESS SERVICES LOCATION: 99 TROPHY	UP					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
1555		DONNA & ASSOCIATES		N/A	2013	\$4.40		\$12.57
679913	DEN	PERSONAL PROPERTY - OFFICE LOCATION: 99 TROPHY CLUB DR	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91389		SMITH CLINICAL SERVICES PLLC		N/A	2019	\$4.31		\$8.59
659398	DEN	PERSONAL PROPERTY - BUSINESS SERVICES LOCATION: 99 TROPHY	UP					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
90372		RAY DERSTEIN		N/A	2015	\$3.61		\$9.27
13730967	TAR	RANDSTAD RANDSTAD US LP PERSONAL PROPERTY TANGIBLE	UP					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
90303		RANDSTAD US LP		N/A	2014-2015	\$2.76		\$7.16
676473	DEN	PERSONAL PROPERTY - PERSONAL TRAINER SERVICES LOCATION: 2003	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
90855		THE FORCE BY LUKE		N/A	2022	\$2.21		\$3.45
727270	DEN	PERSONAL PROPERTY - INSURANCE OFFICE LOCATION: 100 INDIAN	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
92609		FOLEY BEVERLY		N/A	2020-2021	\$1.98		\$3.52
14881042	TAR	CARDTRONICS USA INC VARX COMMERCIAL	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
93915		CARDTRONICS USA INC		N/A	2022	\$1.49		\$2.32
676477	DEN	PERSONAL PROPERTY - MEDICAL OFFICE LOCATION: 300 TROPHY CLUB	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91387		TRUE MEDICINE PA		N/A	2022	\$0.95		\$1.48
314763	DEN	PERSONAL PROPERTY - LEASED EQUIPMENT	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
298		NORTHERN LEASING SYSTEMS INC		N/A	2020	\$0.68		\$1.26
14461451	TAR	DELL MARKETING LP VARX COMMERCIAL	UP					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91207		DELL MARKETING LP		N/A	2016	\$0.61		\$1.38
1030803	DEN	PERSONAL PROPERTY - LEASED EQUIPMENT - S11	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94223		REDBOX AUTOMATED RETAIL LLC		N/A	2022	\$0.21		\$0.33
42345560	TAR	WESTLAKE ENTRADA BLOCK I LOT 13 REF PLAT D218192054	<none>					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91351		JJP TREVI LLC		N/A	2018	\$0.19		\$0.41
14381350	TAR	SONIFI SOLUTIONS INC VARX COMMERCIAL	UP					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
1290		SONIFI SOLUTIONS INC		N/A	2015	\$0.15		\$0.35
13661787	TAR	NATIONAL DEFAULT TITLE PERSONAL PROPERTY TANGIBLE	UP					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
1638		NATIONAL DEFAULT TITLE SERVICE		N/A	2017	\$0.07		\$0.16
14448870	TAR	NEOPOST USA INC VARX COMMERCIAL	UP					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91049		NEOPOST USA INC		N/A	2015	\$0.04		\$0.09
70726	DEN	TROPHY CLUB #11 LOT 1467 ACRES: 0.293800	<none>,DEFE,QPAY					
<b>Taxpayer #</b>		<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
90912		RUANGSKUL VERONICA IND EXECUTOR FOR BOWO		N/A	2022	\$0.01		\$0.01

# Top Tax Due Report

Top 100 Percent Properties - TROPHY CLUB MUNICIPAL UTILITY DISTRICT #1

August 21, 2024 Regular Meeting Agenda Packet

GEO Code	Legal Description	Status	LPBD			
42201843TAR	GRANADA BLOCK A LOT 44 ACRES: 0.633800	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94421	DHANUKA VISHAL AND DHANUKA KIRAN	N/A	2023	\$1,814.44	\$2,569.25	
42641592TAR	KNOLLS AT SOLANA BLOCK B LOT 25 ACRES: 0.275100	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94428	LEE RHYDON AND LEE CAROLINE	N/A	2023	\$1,738.38	\$2,461.55	
657586DEN	TROPHY CLUB COMMONS A CONDOMINIUM UNIT 5 PLUS 17.4672% INT	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94492	915 TROPHY CLUB LLC	N/A	2023	\$1,429.54	\$2,024.23	
42641690TAR	KNOLLS AT SOLANA BLOCK C LOT 5 ACRES: 0.216900	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
93995	KAUSER RICKY	N/A	2023	\$1,016.37	\$1,439.18	
42509139TAR	WESTLAKE ENTRADA BLOCK E LOT 2 ACRES: 0.100400	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94425	GARY S DONOVITZ 2012 IRREVOCABLE TRUST	N/A	2023	\$967.93	\$1,370.59	
14924418TAR	MP MATERIALS PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94327	MP MATERIALS CORP	N/A	2023	\$678.46	\$960.70	
526096DEN	CHURCHILL DOWNS BLK A LOT 1 ACRES: 0.258300	<none>,EMP,PPAY,TPAY				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
895	SEAY MARK SR & TERRI	N/A	2023	\$437.00	\$618.79	
70106DEN	LAKE FOREST VILLAGE PH 1 LOT 9 ACRES: 0.315700	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94506	SEFCIK ARNOLD & TIFFANY	N/A	2023	\$407.72	\$577.33	
71012DEN	TROPHY CLUB #10 LOT 1219 ACRES: 0.235000	DEFE		D		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
968	BOREN BENJAMIN C & BEVERLY C	N/A	2023	\$322.05	\$328.75	
71779DEN	TROPHY CLUB # 2 LOT 77 ACRES: 0.253600	DEFE		D		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
91176	PARROW JAMES J & ELENA	N/A	2023	\$310.45	\$316.91	
72402DEN	TROPHY CLUB # 6 LOT 568 ACRES: 0.441700	<none>,TPAY				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
91180	WICK PETER K & HEATHER J	N/A	2023	\$298.33	\$422.44	
40758281TAR	TROPHY CLUB # 9 LOT 723 ACRES: 0.236200	DEFE		D		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
93245	PARKER CHARLES J AND PARKER SYLVIA A	N/A	2023	\$260.59	\$266.01	
42402369TAR	WESTLAKE ENTRADA BLOCK C LOT 1A SCHOOL BOUNDARY SPLIT	<none>,EMP				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
931	UNKNOWN	N/A	2023	\$241.49	\$341.95	
40758001TAR	TROPHY CLUB # 3 LOT 254 BALANCE IN DENTON CO ACRES: 0.477400	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94416	JOHNSON CLAIR G	N/A	2023	\$228.41	\$323.43	
650109DEN	PERSONAL PROPERTY - DENTIST LOCATION: 925 TROPHY CLUB DR	<none>,UP		L		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
90829	MEMBERS ONLY DENTAL PA	N/A	2023	\$223.89	\$317.03	
42894164TAR	WESTLAKE ENTRADA BLOCK G LOT 1R2 ACRES: 0.168000	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94431	1 TIM 617 LLC	N/A	2023	\$223.34	\$316.25	
189787DEN	LAKESIDE AT TROPHY CLUB BLK B LOT 1 ACRES: 0.229400	<none>,PPAY,TPAY				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
90619	WILLIAMS JEFFREY O & LARISSA	N/A	2023	\$223.12	\$315.94	
40758052TAR	TROPHY CLUB # 3 LOT 258 BALANCE IN DENTON CO ACRES: 0.355600	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
93243	WEEKS CHRISTOPHER ROCK AND DENSMORE BRIT	N/A	2023	\$198.54	\$281.13	
991059DEN	PERSONAL PROPERTY - RESTAURANT/BAR LOCATION: 2230 SH 114 STE	<none>,BKR		B		
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94161	BLUE 22 SPORTS GRILL	N/A	2023	\$185.31	\$262.40	
71202DEN	TROPHY CLUB VILLAGE WEST SEC A LOT 893 ACRES: 0.206600	TPAY				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94516	BARRON ALEJANDRA	N/A	2023	\$183.71	\$260.13	
40758478TAR	TROPHY CLUB # 9 LOT 744 BALANCE IN DENTON CO ACRES: 0.255200	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
94418	MILLER HIGHLIFE LLC	N/A	2023	\$176.84	\$250.41	
42641258TAR	KNOLLS AT SOLANA BLOCK A LOT 10 ACRES: 0.242400	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
93989	FRAGISKATOS GERASIMOS AND MACIAS JULIETA	N/A	2023	\$116.01	\$164.27	
42616733TAR	WESTLAKE ENTRADA BLOCK C LOT 1B SCHOOL BOUNDARY SPLIT	<none>				
Taxpayer #	Taxpayer Name	Primary Phone	Years	Tax Due	Total Due	
92381	AMR WESTLAKE STORAGE OWNER LLC	N/A	2023	\$114.07	\$161.52	

42400404TAR	WESTLAKE ENTRADA BLOCK C LOT 1A SCHOOL BOUNDARY SPLIT	<none>	EMP				
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
931	UNKNOWN		N/A	2023	\$96.95	\$137.28	
70211DEN	TROPHY CLUB OAK HILL LOT 30 ACRES: 0.282000	<none>	QPAY				
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
93485	NICHOLSON RUFUS A		N/A	2023	\$89.80	\$122.85	
41640012TAR	TROPHY WOOD BUSINESS CENTER BLOCK B LOT 2R1 TROPHY CLUB	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94628	CRUMPTON DAVID DDS PA			2023	\$87.60	\$118.79	
42641576TAR	KNOLLS AT SOLANA BLOCK B LOT 23 ACRES: 0.247900	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
93256	MAYA WALDEMAR		N/A	2023	\$83.05	\$117.60	
70609DEN	TROPHY CLUB #11 LOT 1439 ACRES: 0.337500	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94616	CONNI RICHARD & LINDA			2023	\$69.92	\$97.33	
14924108TAR	INSPIRA ENTERPRISES PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94323	INSPIRA ENTERPRISE INC		N/A	2023	\$65.89	\$93.30	
14690069TAR	THE CELL SPA/MCKENNA ORTHOPEDI PERSONAL PROPERTY TANGIBLE	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
92192	MCKENNA OTHOPAEDIC AND SPORT MEDICINE PA		N/A	2023	\$53.00	\$75.05	
536105DEN	PERSONAL PROPERTY--LEASED VEHICLES - S11	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91334	DONLEN TRUST		N/A	2023	\$49.43	\$68.81	
42616725TAR	WESTLAKE ENTRADA BLOCK C LOT 1B SCHOOL BOUNDARY SPLIT	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
92381	AMR WESTLAKE STORAGE OWNER LLC		N/A	2023	\$43.80	\$62.02	
14836420TAR	OLDCASTLE APG PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94320	OLDCASTLE APG		N/A	2023	\$41.35	\$58.55	
1010181DEN	PERSONAL PROPERTY - MARTIAL ARTS SCHOOL LOCATION: 2550	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94240	PREMIER MARTIAL ARTS TROPHY CLUB		N/A	2023	\$32.64	\$46.22	
40777545TAR	LAKE FOREST VILLAGE ADDN LOT 83 BALANCE IN DENTON CO ACRES:	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
90729	CLARKSON NIKOLE AND CLARKSON BART THOMAS		N/A	2023	\$26.72	\$37.84	
14924281TAR	TXRE PROPERTIES PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94325	TXRE PROPERTIES		N/A	2023	\$24.39	\$34.54	
116392DEN	TROPHY CLUB #12 LOT 1510 ACRES: 0.256800	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94301	LOGAN FAMILY HOLDINGS LLC		N/A	2023	\$23.30	\$32.99	
14949895TAR	LINDE LEASED EQUIPMENT VARX COMMERCIAL	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94329	LINDE LEASED EQUIPMENT		N/A	2023	\$21.49	\$30.43	
976220DEN	PERSONAL PROPERTY - LEASED VEHICLES - S11	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
92441	VCFS AUTO LEASING COMPANY		N/A	2023	\$21.36	\$29.73	
72112DEN	TROPHY CLUB # 4 LOT 354 353(W22") ACRES: 0.407600	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
90954	ADDINGTON TERI		N/A	2023	\$18.18	\$25.74	
14689532TAR	CROSSFIT SPT PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
92190	RUTLEDGE SHANNON AND GARNER KASIE		N/A	2023	\$14.26	\$20.19	
42201762TAR	GRANADA BLOCK A LOT 36 SCHOOL BOUNDARY SPLIT ACRES: 0.028700	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94420	BARRIOS JOSUE ELIEZER MORALES ETAL		N/A	2023	\$11.01	\$15.59	
1028287DEN	PERSONAL PROPERTY - LEASED EQUIPMENT - S11	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94609	HUNTINGTON NATIONAL BANK (EQUIPMENT FINA			2023	\$8.55	\$11.90	
776374DEN	PERSONAL PROPERTY - BUSINESS SERVICES LOCATION : 99 TROPHY	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
92696	STEVE SCHERMERHORN		N/A	2023	\$8.43	\$11.94	
722702DEN	PERSONAL PROPERTY - INSURANCE AGENT LOCATION: 2550 BOBCAT	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
91432	JOHN HOUSE GROUP		N/A	2023	\$8.23	\$11.65	
14345060TAR	BROKER ONLINE EXCHANGE LLC PERSONAL PROPERTY TANGIBLE	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
93904	BROKER ONLINE EXCHANGE LLC		N/A	2023	\$7.58	\$10.73	
943797DEN	PERSONAL PROPERTY - LEASED EQUIPMENT - S11	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
94625	THE COCA-COLA COMPANY			2023	\$7.07	\$9.76	
676479DEN	PERSONAL PROPERTY - DANCE & MUSIC LESSONS LOCATION: 905	<none>					
<b>Taxpayer #</b>	<b>Taxpayer Name</b>		<b>Primary Phone</b>	<b>Years</b>	<b>Tax Due</b>	<b>Total Due</b>	
90858	FULLER CHRISTINA		N/A	2023	\$4.30	\$6.09	



14265180TAR	FUSE ENERGY LLC PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>	Primary Phone	Years	Tax Due	Total Due
91517	FUSE ENERGY LLC		N/A	2023	\$3.64	\$5.15
676473DEN	PERSONAL PROPERTY - PERSONAL TRAINER SERVICES LOCATION: 2003	<none>				
90855	THE FORCE BY LUKE		N/A	2023	\$3.61	\$5.11
723199DEN	PERSONAL PROPERTY - INSURANCE AGENT LOCATION: 2101 SH 114 STE	<none>				
91433	MILLER CRAIG		N/A	2023	\$2.83	\$4.01
701746DEN	PERSONAL PROPERTY - SPECIAL TRADE CONTRACTORS: 99 TROPHY	<none>				
93483	GRAY CAROL		N/A	2023	\$2.10	\$2.97
14635955TAR	NTT DATA SERVICES LLC VARX COMMERCIAL	<none>				
92936	NTT DATA SERVICES LLC		N/A	2023	\$1.75	\$2.39
1030803DEN	PERSONAL PROPERTY - LEASED EQUIPMENT - S11	<none>				
94223	REDBOX AUTOMATED RETAIL LLC		N/A	2023	\$1.20	\$1.70
72060DEN	TROPHY CLUB # 6 LOT 499 ACRES: 0.384000	DEFE				
76	MCDONALD JAMES E & HUESTIS LAURA LEA TR		N/A	2023	\$0.63	\$0.64
1027682DEN	PERSONAL PROPERTY - LEASED EQUIPMENT - S11	<none>				
94608	PORTIER LLC			2023	\$0.54	\$0.75
14924302TAR	GKN AEROSPACE PERSONAL PROPERTY TANGIBLE COMMERCIAL	<none>				
94326	GKN AEROSPACE		N/A	2023	\$0.16	\$0.23
203762DEN	LAKES OF TROPHY CLUB PH 3 BLK 2 LOT 14 ACRES: 0.286000	QPAY				
93817	BRAUN WALTER E & LINDA M		N/A	2023	\$0.06	\$0.08
72301DEN	TROPHY CLUB # 3 LOT 176 ACRES: 0.350400	<none>,DEFE,QPAY				
91663	STAFFEL CARL ALLEN & DESIREE J		N/A	2023	\$0.04	\$0.05
71098DEN	TROPHY CLUB # 8 LOT 644 ACRES: 0.202400	<none>,QPAY				
90923	KIRKPATRICK GINGER G		N/A	2023	\$0.04	\$0.05
536970DEN	PERSONAL PROPERTY - CHIROPRACTIC OFFICE LOCATION: 501 TROPHY	<none>				
90794	LHK HOLDINGS LLC		N/A	2023	\$0.03	\$0.04
976238DEN	PERSONAL PROPERTY - LEASED EQUIPMENT	<none>				
93739	NUCO2 SUPPLY LLC		N/A	2023	\$0.03	\$0.04
72248DEN	TROPHY CLUB # 3 LOT 168 ACRES: 0.399400	<none>				
94525	GANNON DANIEL J JR		N/A	2023	\$0.01	\$0.01

August 21, 2024 Regular Meeting Agenda Packet

# Deferral Detail Report

Locator: Denton Tax

Clients: Trophy Club MUD 1

TP #	Taxpayer Name								Base Due
93245	PARKER CHARLES J AND PARKER SYLVIA A								
	<b>GEO Code</b>	<b>Client Name</b>	<b>Tax Year</b>	<b>Status</b>	<b>Tran Type</b>	<b>Start Date</b>	<b>End Date</b>	<b>Condition</b>	<b>Base Tax</b>
	40758281TAR	Trophy Club MUD 1	2022	DEFE	TAX	12/06/2021	12/01/2099	Defer	\$337.04
	40758281TAR	Trophy Club MUD 1	2023	DEFE	TAX	12/06/2021	12/01/2099	Defer	\$260.59
<b>Property Base Due</b>									\$597.63
<b>Taxpayer Base Due</b>									\$597.63
968	BOREN BENJAMIN C & BEVERLY C								
	<b>GEO Code</b>	<b>Client Name</b>	<b>Tax Year</b>	<b>Status</b>	<b>Tran Type</b>	<b>Start Date</b>	<b>End Date</b>	<b>Condition</b>	<b>Base Tax</b>
	71012DEN	Trophy Club MUD 1	2010	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$414.60
	71012DEN	Trophy Club MUD 1	2011	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$378.65
	71012DEN	Trophy Club MUD 1	2012	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$295.79
	71012DEN	Trophy Club MUD 1	2013	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$300.56
	71012DEN	Trophy Club MUD 1	2014	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$325.30
	71012DEN	Trophy Club MUD 1	2015	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$355.07
	71012DEN	Trophy Club MUD 1	2016	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$367.89
	71012DEN	Trophy Club MUD 1	2017	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$385.38
	71012DEN	Trophy Club MUD 1	2018	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$380.30
	71012DEN	Trophy Club MUD 1	2019	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$404.59
	71012DEN	Trophy Club MUD 1	2020	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$401.84
	71012DEN	Trophy Club MUD 1	2021	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$437.04
	71012DEN	Trophy Club MUD 1	2022	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$417.01
	71012DEN	Trophy Club MUD 1	2023	DEFE	TAX	06/30/2010	12/01/2099	Defer	\$322.05
<b>Property Base Due</b>									\$5,186.07
<b>Taxpayer Base Due</b>									\$5,186.07
91176	PARROW JAMES J & ELENA								
	<b>GEO Code</b>	<b>Client Name</b>	<b>Tax Year</b>	<b>Status</b>	<b>Tran Type</b>	<b>Start Date</b>	<b>End Date</b>	<b>Condition</b>	<b>Base Tax</b>
	71779DEN	Trophy Club MUD 1	2017	DEFE	TAX	11/03/2017	12/01/2099	Defer	\$276.37
	71779DEN	Trophy Club MUD 1	2018	DEFE	TAX	11/03/2017	12/01/2099	Defer	\$412.53
	71779DEN	Trophy Club MUD 1	2019	DEFE	TAX	11/03/2017	12/01/2099	Defer	\$416.50
	71779DEN	Trophy Club MUD 1	2020	DEFE	TAX	11/03/2017	12/01/2099	Defer	\$404.55
	71779DEN	Trophy Club MUD 1	2021	DEFE	TAX	11/03/2017	12/01/2099	Defer	\$421.13
	71779DEN	Trophy Club MUD 1	2022	DEFE	TAX	11/03/2017	12/01/2099	Defer	\$401.91
	71779DEN	Trophy Club MUD 1	2023	DEFE	TAX	11/03/2017	12/01/2099	Defer	\$310.45
<b>Property Base Due</b>									\$2,643.44
<b>Taxpayer Base Due</b>									\$2,643.44
76	MCDONALD JAMES E & HUESTIS LAURA LEA TR								
	<b>GEO Code</b>	<b>Client Name</b>	<b>Tax Year</b>	<b>Status</b>	<b>Tran Type</b>	<b>Start Date</b>	<b>End Date</b>	<b>Condition</b>	<b>Base Tax</b>
	72060DEN	Trophy Club MUD 1	2023	DEFE	TAX	01/25/2007	12/01/2099	Defer	\$0.63
<b>Property Base Due</b>									\$0.63
<b>Taxpayer Base Due</b>									\$0.63
<b>Total Base Due</b>									\$8,427.77
TROPHY CLUB MUNICIPAL UTILITY DISTRICT #1			Defer			\$8,427.77			

**AUTHORITY ACTIVITY ANALYSIS****TROPHY CLUB MUNICIPAL UTILITY DISTRICT #1 As Of 7/2/2024, Tax Years Between 1997 And 2023**

Description	# Properties	Pct Of Total	Base Tax Amount	Pct Of Total
In Bankruptcy	2	2.04%	\$307.94	1.26%
In Deferral	4	4.08%	\$8,427.77	34.45%
In Litigation	4	4.08%	\$1,449.45	5.92%
In Uncollectable	19	19.39%	\$1,609.93	6.58%
Action Pending	69	70.41%	\$12,671.95	51.79%
<b>Totals</b>	<b>98</b>	<b>100.00%</b>	<b>\$24,467.04</b>	<b>100.00%</b>

Dollar Range	# Properties	Pct Of Total	Base Tax Amount	Pct Of Total
\$0.01 - \$100.00	63	67.02%	\$1,215.82	4.97%
\$100.01 - \$250.00	13	13.83%	\$2,400.53	9.81%
\$250.01 - \$500.00	8	8.51%	\$2,758.03	11.27%
\$500.01 - \$1000.00	3	3.19%	\$2,244.02	9.17%
\$1000.01 - \$2500.00	5	5.32%	\$8,019.13	32.78%
\$2500.01 - \$5000.00	1	1.06%	\$2,643.44	10.80%
\$5000.01 - \$10,000.00	1	1.06%	\$5,186.07	21.20%
<b>Totals</b>	<b>94</b>	<b>100.00%</b>	<b>\$24,467.04</b>	<b>100.00%</b>

Year	# Transaction	Pct Of Total	Base Tax Amount	Pct Of Total
2010	1	0.61%	\$414.60	1.69%
2011	1	0.61%	\$378.65	1.55%
2012	1	0.61%	\$295.79	1.21%
2013	8	4.91%	\$786.42	3.21%
2014	8	4.91%	\$857.40	3.50%
2015	10	6.13%	\$502.72	2.05%
2016	6	3.68%	\$485.70	1.99%
2017	8	4.91%	\$865.42	3.54%
2018	8	4.91%	\$1,283.95	5.25%
2019	10	6.13%	\$1,400.46	5.72%
2020	10	6.13%	\$1,265.72	5.17%
2021	13	7.98%	\$1,583.77	6.47%
2022	16	9.82%	\$1,615.48	6.60%
2023	63	38.65%	\$12,730.96	52.03%
<b>Totals</b>	<b>163</b>	<b>100.00%</b>	<b>\$24,467.04</b>	<b>100.00%</b>

**\*\*Number of properties may differ in the first two sections because a property may reside in more than one category in the first section.**

Trophy Club Municipal Utility District No. 1  
Quarterly Investment Report

I certify that this Investment Report complies with requirements of TCMUD's Investment Policy and the Public Funds Act.	
Prepared By	Regina Van DykeDATE
Investment Officer	Alan FourmentinDATE

For Ending Period 06/30/2024 (April, May, June)

Restricted/ Unrestricted	Account or CUSIP	Sec Type	Par	Rate / Coupon	Maturity	Call Date	Purchase Price	Yield %	Ending Book 3/31/2024	Ending Market 3/31/2024	Ending Book 6/30/2024	Ending Market 6/30/2024	Gain/Loss End MV-End BV
Checking & Money Market Accounts													
Unrestricted- 135	XXXX2660	Prosperity Bank Consolidated Cash-General Fund	\$ 4,998,887	0.000%	N/A	N/A	100.000	0.35%	\$ 4,765,951	\$ 4,765,951	\$ 4,998,887	\$ 4,998,887	0.00
Unrestricted- 122	XXXX2660	Prosperity Bank Consolidated Cash-Fire Dept	\$ -	0.000%	N/A	N/A	100.000	0.35%	\$ -	\$ -	\$ -	\$ -	0.00
Restricted- 519	XXXX2660	Prosperity Bank Consolidated Cash-Tax SWIFT	\$ -	0.000%	N/A	N/A	100.000	0.35%	\$ 85,052	\$ 85,052	\$ -	\$ -	0.00
Restricted- 533	XXXX2660	Prosperity Bank Consolidated Cash-Tax I&S	\$ -	0.000%	N/A	N/A	100.000	0.35%	\$ -	\$ -	\$ -	\$ -	0.00
Pools & Funds													
Unrestricted- 135	XXXXX0002	TexPool Municipal Fund-Operating	\$ 8,560,625	0.000%	N/A	N/A	100.000	5.31%	\$ 2,815,828	\$ 2,815,828	\$ 8,560,625	\$ 8,560,625	0.00
Restricted- 122		TexPool Municipal Fund-Fire Dept	\$ -	0.000%	N/A	N/A	100.000	5.31%	\$ 1,145,236	\$ 1,145,236	\$ -	\$ -	0.00
Restricted- 137		TexPool Municipal Fund-GASB Replacement	\$ -	0.000%	N/A	N/A	100.000	5.31%	\$ 4,916,433	\$ 4,916,433	\$ -	\$ -	0.00
Restricted- 533	XXXXX0003	TexPool Tax Debt Service	\$ 537,091	0.000%	N/A	N/A	100.000	5.31%	\$ 507,048	\$ 507,048	\$ 537,091	\$ 537,091	0.00
Restricted- 534	XXXXX00013	Texpool Revenue Bond I&S	\$ 405,003	0.000%	N/A	N/A	100.000	5.31%	\$ 289,185	\$ 289,185	\$ 405,003	\$ 405,003	0.00
Restricted- 528	XXXXX00014	Texpool Revenue Bond Reserve	\$ 980,774	0.000%	N/A	N/A	100.000	5.31%	\$ 967,894	\$ 967,894	\$ 980,774	\$ 980,774	0.00
Restricted- 519	XXXXX00015	Texpool Revenue Bond Construction-SWIFT	\$ -	0.000%	N/A	N/A	100.000	5.31%	\$ -	\$ -	\$ -	\$ -	0.00
Restricted- 535	XXXXX00017	Texpool Revenue Bond I&S-SWIFT	\$ 188,266	0.000%	N/A	N/A	100.000	5.31%	\$ 136,308	\$ 136,308	\$ 188,266	\$ 188,266	0.00
Restricted- 520	XXXXX00018	Texpool Revenue Bond Construction Series 2019	\$ -	0.000%	N/A	N/A	100.000	5.31%	\$ -	\$ -	\$ -	\$ -	0.00
Restricted- 536	XXXXX00020	Texpool Revenue Bond I&S Series 2019	\$ 182,073	0.000%	N/A	N/A	100.000	5.31%	\$ 111,034	\$ 111,034	\$ 182,073	\$ 182,073	0.00
Savings Accounts													
Restricted	XXXXX7724	Prosperity Bank Cash Reserve- Money Mkt	\$ 1,983,072	0.000%	N/A	N/A	100.000	3.19%	\$ 1,967,621	\$ 1,967,621	\$ 1,983,072	\$ 1,983,072	0.00
Escrow/ Treasuries													
Restricted- 519	82-1747-01-1	Revenue Bond Series 2016 Escrow- BOK	\$ 836,522					3.19%	\$ 836,522	\$ 836,522	\$ 836,522	\$ 836,522	0.00
CD'S													
NONE													
US Agencies													
NONE													
									\$ 18,672,314				
									\$ 18,544,112 \$ 18,544,112 \$ 18,672,314 \$ 18,672,314 \$ -				

EARNINGS SUMMARY

Restricted/ Unrestricted	Settle Date	Sec Type	Account Number	Par	Coupon	Maturity	Qtr. Accrued	Qtr. Amort.	Total Qtr. Earnings
Checking & Money Market Accounts									
Unrestricted- 135		Prosperity Bank Consolidated Cash-General Fund	XXXX2660	\$ 4,998,887	N/A	N/A	\$ 4,685	N/A	\$ 4,685
Unrestricted- 122		Prosperity Bank Consolidated Cash-Fire Dept	XXXX2660	\$ -	N/A	N/A	\$ -	N/A	\$ -
Restricted- 519		Prosperity Bank Consolidated Cash-SWIFT	XXXX2660	\$ -	N/A	N/A	\$ -	N/A	\$ -
Restricted- 533		Prosperity Bank Consolidated Cash-Tax I&S	XXXX2660	\$ -	N/A	N/A	\$ -	N/A	\$ -
Pools & Funds									
Unrestricted- 135		TexPool Municipal Fund	XXXXXX0002	\$ 8,560,625	N/A	N/A	\$ 117,027	N/A	\$ 117,027
Restricted- 533		TexPool Tax Debt Service	XXXXXX0003	\$ 537,091	N/A	N/A	\$ 3,954	N/A	\$ 3,954
Restricted- 534		Texpool Revenue Bond I&S	XXXXX00013	\$ 405,003	N/A	N/A	\$ 3,129	N/A	\$ 3,129
Restricted- 528		Texpool Revenue Bond Reserve	XXXXX00014	\$ 980,774	N/A	N/A	\$ 12,746	N/A	\$ 12,746
Restricted- 519		Texpool Revenue Bond Construction-SWIFT	XXXXX00015	\$ -	N/A	N/A	\$ -	NA	\$ -
Restricted- 535		Texpool Revenue Bond I&S-SWIFT	XXXXX00017	\$ 188,266	N/A	N/A	\$ 1,388	NA	\$ 1,388
Restricted- 520		Texpool Revenue Bond Construction Series 2019	XXXXX00018	\$ -	N/A	N/A	\$ 5,250	NA	\$ 5,250
Restricted- 536		Texpool Revenue Bond I&S Series 2019	XXXXX00020	\$ 182,073	N/A	N/A	\$ 1,448	NA	\$ 1,448
Savings Accounts									
Restricted		Prosperity Bank Cash Reserve- Money Mkt	XXXXX7724	\$ 1,983,072	N/A	N/A	\$ 15,330	N/A	\$ 15,330
Escrows/ Treasuries									
Restricted- 519		Revenue Bond Series 2016 Escrow- BOK	82-1747-01-1	\$ 836,522	N/A	N/A	\$ 9,789	N/A	\$ 9,789
CD'S									
NONE									
US Agencies									
NONE									
							\$ 174,746		
							N/A \$ 174,746		

PAR for this report is the statement balance on the last day of the quarter

**REGULAR MEETING MINUTES**  
**TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1**  
**BOARD OF DIRECTORS**  
**June 19, 2024, at 6:30 p.m.**

Trophy Club Municipal Utility District No. 1 Board of Directors, of Denton and Tarrant Counties, met in a regular meeting on June 19, 2024, at 6:30 p.m., in the Boardroom of the Administration Building, 100 Municipal Drive, Trophy Club, Texas 76262. The meeting was held within the boundaries of the District and was open to the public.

STATE OF TEXAS §  
COUNTIES OF DENTON AND TARRANT §

**BOARD MEMBERS PRESENT:**

Kevin R. Carr President  
Ben Brewster Vice President  
Doug Harper Secretary/Treasurer (via Zoom)  
William C. Rose Director

**BOARD MEMBERS ABSENT:**

Jim Thomas Director

**STAFF PRESENT:**

Alan Fourmentin General Manager  
Laurie Slaght District Secretary  
Regina Van Dyke Finance Manager  
Pam Liston General Legal Counsel  
Jason Wise Fire Chief

**CALL TO ORDER AND ANNOUNCE A QUORUM**

President Carr announced the date of June 19, 2024, called the meeting to order and announced a quorum present at 6:41 p.m.

**CITIZEN COMMENTS**

There were no citizen comments

**REPORTS & UPDATES**

1. Staff Reports
  - a. Capital Improvement Projects
  - b. Operations Reports
  - c. 2023 Annual Drinking Water Quality Report
  - d. Finance Reports

- e. Government Finance Officers Association (“GFOA”) Distinguished Budget Presentation Award.

General Manager Alan Fourmentin provided the monthly staff reports and answered questions related thereto.

#### **CONSENT AGENDA**

- 2. Consider and act to approve the Consent Agenda.
  - a. May 22, 2024, Regular Meeting Minutes

**Motion made by Director Rose and seconded by Director Brewster to approve the consent agenda.**

**Motion carried unanimously.**

#### **REGULAR SESSION**

- 3. Consider and act to approve Resolution No. 2024-0619 amending the Fiscal Year 2024 Budget.

**Motion made by Director Carr and seconded by Director Harper that we do not approve this item.**

**Motion made by Director Carr and seconded by Director Harper that we do not approve this item and request additional information.**

**Motion failed unanimously**

**Motion made by Director Carr and seconded by Director Brewster to table this item.**

**Motion carried unanimously**

- 4. Consider and act to approve the Cyber Liability and Data Breach Response Interlocal Agreement between the Texas Municipal League Intergovernmental Risk Pool and Trophy Club Municipal Utility District No. 1 with an effective date of October 1, 2024, and authorize the General Manager to execute the agreement.

**Motion made by Director Brewster and seconded by Director Carr to approve the Cyber Liability and Data Breach Response Interlocal Agreement between the Texas Municipal League Intergovernmental Risk Pool and Trophy Club Municipal Utility District No. 1 for an amount not to exceed \$1,250 with an effective date of October 1, 2024, and authorize the General Manager to execute the agreement.**

**Motion carried unanimously.**

5. Discussion regarding community outreach. (Brewster/Carr)

Discussion only.

6. Discussion regarding potential transfer of water/wastewater assets from the town to the District. (Thomas)

Discussion only.

7. Discussion regarding access and security at District facilities. (Carr/Brewster)

Discussion only.

#### **FUTURE AGENDA ITEMS**

8. Items for future agendas.
9. Next Regular Meeting date – July 17, 2024, at 6:30 p.m.

#### **ADJOURN**

President Carr called the meeting adjourned at 8:13 p.m.

---

Kevin R. Carr, President

---

Doug Harper, Secretary/Treasurer

(SEAL)

---

Laurie Slaght, District Secretary

**SPECIAL SESSION MEETING MINUTES  
TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1  
BOARD OF DIRECTORS  
June 20, 2024, at 3:00 p.m.**

Trophy Club Municipal Utility District No. 1 Board of Directors, of Denton and Tarrant Counties, met in a special session workshop on June 20, 2024, at 3:00 p.m., in the Boardroom of the Administration Building, 100 Municipal Drive, Trophy Club, Texas 76262. The meeting was held within the boundaries of the District and was open to the public.

STATE OF TEXAS §  
COUNTIES OF DENTON AND TARRANT §

**BOARD MEMBERS PRESENT:**

Kevin R. Carr	President
Ben Brewster	Vice President
Doug Harper	Secretary/Treasurer
William C. Rose	Director
Jim Thomas	Director

**STAFF PRESENT:**

Alan Fourmentin	General Manager
Laurie Slaght	District Secretary
Regina Van Dyke	Finance Manager

**TOWN STAFF PRESENT:**

Jason Wise	Fire Chief
Ken Rawlinson	Deputy Fire Chief
Denise Deprato	Director of Human Resources
April Duvall	Director of Finance

**CALL TO ORDER AND ANNOUNCE A QUORUM**

President Carr announced the date of June 20, 2024, called the meeting to order and announced a quorum present at 3:10 p.m.

**CITIZEN COMMENTS**

There were no citizen comments

**REGULAR SESSION**

1. Discussion and review of FY 2025 draft budget.

The draft FY2025 fire department budget was presented by town staff. Directors provided input and additional information will be brought back to the next budget workshop for review and discussion.

**Board Recessed at 5:12 p.m. and reconvened into Regular Session at 5:25 p.m.**

General Manager Alan Fourmentin provided an overview of the draft FY2025 budget. Discussion was held and Directors provided input and direction.



The next budget workshop will be held on July 31, 2024.

**ADJOURN**

President Carr called the meeting adjourned at 7:13 p.m.

---

Kevin R. Carr, President

---

Doug Harper, Secretary/Treasurer

(SEAL)

---

Laurie Slaght, District Secretary

**SPECIAL SESSION MEETING MINUTES  
TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1  
BOARD OF DIRECTORS  
JULY 31, 2024, at 2:00 p.m.**

Trophy Club Municipal Utility District No. 1 Board of Directors, of Denton and Tarrant Counties, met in a Special Called Meeting on July 31, 2024, at 2:00 p.m., in the Boardroom of the Administration Building, 100 Municipal Drive, Trophy Club, Texas 76262. The meeting was held within the boundaries of the District and was open to the public.

STATE OF TEXAS §  
COUNTIES OF DENTON AND TARRANT §

**BOARD MEMBERS PRESENT:**

Kevin R. Carr	President
Ben Brewster	Vice President
Doug Harper	Secretary/Treasurer
William C. Rose	Director
Jim Thomas	Director out at 4:46 p.m.

**STAFF PRESENT:**

Alan Fourmentin	General Manager
Laurie Slaght	District Secretary
Mike McMahon	Operations Manager
Regina Van Dyke	Finance Manager

**TOWN STAFF PRESENT:**

Brandon Wright	Town Manager
Jason Wise	Fire Chief
Ken Rawlinson	Deputy Fire Chief
April Duvall	Director of Finance
Denise Deprato	Director of Human Resources

**GUESTS**

Steve Flynn	Mayor Pro-Tem
Dennis Sheridan	Councilmember

**CALL TO ORDER AND ANNOUNCE A QUORUM**

President Carr announced the date of July 31, 2024, called the meeting to order and announced a quorum present at 2:00 p.m.

**CITIZEN COMMENTS**

There were no citizens wishing to speak.

**REGULAR SESSION**

1. Discussion and review of FY 2025 draft budget.

General Manager Alan Fourmentin reviewed the updated fire department budget with the Board and discussion ensued.

Town Manager, Brandon Wright answered questions regarding the fire department budget and related staffing costs.

The Board would like to see a plan for funding future fire department expenses without going out for a bond.

**Board recessed at 3:10 p.m. and reconvened into Regular Session at 3:23 p.m.**

The General Manager presented the updated draft FY2025 budget and answered questions related thereto.

The Board directed staff to include the effluent rate and District security in the next regular meeting agenda.

**ADJOURN**

President Carr called the meeting adjourned at 4:48 p.m.

---

Kevin R. Carr, President

---

Doug Harper, Secretary/Treasurer

(SEAL)

---

Laurie Slaght, District Secretary



## APPOINTMENT FORM

### Wholesale Water and Wastewater Customer Advisory Committee

**DATE:** August 21, 2024

**WHOLESALE CUSTOMER:** Trophy Club Municipal Utility District No. 1

Check all that apply: ☒ Water ☐ Wastewater

The following individuals have been officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2024 through September 30, 2025.

#### Voting Member:

Mike McMahon

Name

Operations Manager

Title

682-831-4600

Office Phone

Cell Phone

mmcmahon@tcmud.org

Email Address

Mailing Address:

100 Municipal Drive

Trophy Club, TX 76262

#### Alternate Member

Alan Fourmentin

Name

General Manager

Title

682-831-4600

Office Phone

Cell Phone

afourmentin@tcmud.org

Email Address

Mailing Address:

100 Municipal Drive

Trophy Club, TX 76262

Signature of Mayor/Board President

Official Seal

*Please complete and return as soon as possible, but no later than October 31, 2024 to:*

[WaterWholesale@fortworthtexas.gov](mailto:WaterWholesale@fortworthtexas.gov)

or

City of Fort Worth  
Water Customer Service/Wholesale  
P. O. Box 870  
Fort Worth, Texas 76101

# WATER DISTRICT

## NOTICE OF PUBLIC HEARING ON TAX RATE

The Trophy Club Municipal Utility District No. 1 will hold a public hearing on a proposed tax rate for the tax year 2024 on Wednesday, September 18, 2024 at 6:30 p.m. at the Svore Municipal Building, 100 Municipal Drive, Trophy Club, Texas. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in taxable value of all other property determines the distribution of the tax burden among all property owners.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

**FOR** the proposal: \_\_\_\_\_  
**AGAINST** the proposal: \_\_\_\_\_  
**PRESENT** and not voting: \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	<b>Last Year</b>	<b>This year</b>
Total tax rate (per \$100 of value)	<u>\$0.06381/\$100</u> Adopted	<u>\$0.06250/\$100</u> Proposed
Difference in rates per \$100 of value	(\$0.00131)/\$100	
Percentage increase/decrease in rates (+/-)	(2.05%)	
Average appraised residence homestead value	\$708,995	\$743,414
General homestead exemptions available (excluding 65 years of age or older or disabled person's exemptions)	\$90,994	\$0
Average residence homestead taxable value	\$618,001	\$743,414
Tax on average residence homestead	\$394.35	\$464.63
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-) and percentage of increase (+/-)	(\$70.28) ( 17.82%)	

### NOTICE OF VOTE ON TAX RATE

If the district adopts a combined debt service, operation and maintenance and contract tax rate that would result in the taxes on the average residence homestead increasing by more than 3.5 percent, an election must be held to determine whether to approve the operation and maintenance tax rate under Section 49.23602, Water Code.

**The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.**

# 2024 Developed Water District Voter-Approval Tax Rate Worksheet

Form 50-860

Trophy Club Municipal Utility District No 1	682-831-4600
Water District Name	Phone (area code and number)
100 Municipal Dr. Trophy Club, 76262	tcmud.org
Water District's Address, City, State, ZIP Code	Water District's Website Address

**GENERAL INFORMATION:** The Comptroller's office provides this worksheet to assist water districts in determining their voter-approval tax rate. The information provided in this worksheet is offered as technical assistance and not legal advice. Water districts should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

## SECTION 1: Voter-Approval Tax Rate

The voter-approval tax rate for developed water districts is the current year's debt service, contract and unused increment tax rates plus the maintenance and operation (M&O) tax rate that would impose no more than 1.035 times the amount of M&O tax imposed by the water district in the preceding year on the average appraised value of a residence homestead in the water district. The average appraised value disregards any homestead exemption available only to people with disabilities or those age 65 or older.

The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

If any part of the developed water district is located in an area declared a disaster area during the current tax year by the governor or by the president, the board of the district may calculate the voter-approval tax rate in the manner provided in Water Code Section 49.23601(a) and determine whether an election is required to approve the adopted tax rate in the manner provided in Water Code Section 49.23601(c). In such cases, the developed water district may use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* to calculate its voter-approval tax rate.

Line	Worksheet	Amount/Rate
1.	Prior year average appraised value of residence homestead. <sup>1</sup>	\$ 708,995
2.	Prior year general exemptions available for the average homestead. Excluding age 65 or older or disabled persons exemptions. <sup>2</sup>	\$ 0
3.	Prior year average taxable value of residence homestead. Line 1 minus Line 2.	\$ 708,995
4.	Prior year adopted M&O tax rate.	\$ 0.055220 /\$100
5.	Prior year M&O tax on average residence homestead. Multiply Line 3 by Line 4, divide by \$100.	\$ 391.50
6.	Highest M&O tax on average residence homestead with increase. Multiply Line 5 by 1.035. <sup>3</sup>	\$ 405.20
7.	Current year average appraised value of residence homestead.	\$ 743,414
8.	Current year general exemptions available for the average homestead. Excluding age 65 or older or disabled persons exemptions. <sup>4</sup>	\$ 0
9.	Current year average taxable value of residence homestead. Line 7 minus Line 8.	\$ 743,414
10.	Highest current year M&O tax rate. Line 6 divided by Line 9, multiply by \$100. <sup>5</sup>	\$ 0.054505 /\$100
11.	Current year debt tax rate.	\$ 0.007990 /\$100
12.	Current year contract tax rate.	\$ 0.000000 /\$100
13.	Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value.	
	A. Voter-approval tax rate .....	\$ 0.063810 /\$100
	B. Unused increment rate .....	\$ 0.008590 /\$100
	C. Subtract B from A .....	\$ 0.055220 /\$100
	D. Adopted Tax Rate .....	\$ 0.063810 /\$100
	E. Subtract D from C .....	\$ -0.008590 /\$100
	F. 2023 Total Taxable Value .....	\$ 1,877,675,027
	G. Multiply E by F and divide the results by \$100 .....	\$ -161,293

<sup>1</sup> Tex. Water Code § 49.236(a)(2)(C)

<sup>2</sup> Tex. Water Code § 49.236(a)(2)(D)

<sup>3</sup> Tex. Water Code § 49.23602(a)(2)(A)

<sup>4</sup> Tex. Water Code § 49.236(a)(2)(E)

<sup>5</sup> Tex. Water Code § 49.236(a)(2)(F)



Line	Worksheet	Amount/Rate
14.	<b>Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value.</b>	
	A. Voter-approval tax rate .....	\$ 0.096580 /\$100
	B. Unused increment rate .....	\$ 0.005240 /\$100
	C. Subtract B from A .....	\$ 0.091340 /\$100
	D. Adopted Tax Rate .....	\$ 0.091340 /\$100
	E. Subtract D from C .....	\$ 0.000000 /\$100
	F. 2022 Total Taxable Value .....	\$ 1,663,353,645
	G. Multiply E by F and divide the results by \$100 .....	\$ 0
15.	<b>Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value</b>	
	A. Voter-approval tax rate .....	\$ 0.105880 /\$100
	B. Unused increment rate .....	\$ 0.000000 /\$100
	C. Subtract B from A .....	\$ 0.105880 /\$100
	D. Adopted Tax Rate .....	\$ 0.105880 /\$100
	E. Subtract D from C .....	\$ 0.000000 /\$100
	F. 2021 Total Taxable Value .....	\$ 1,475,745,147
	G. Multiply E by F and divide the results by \$100 .....	\$ 0
16.	<b>Total Foregone Revenue Amount. Add Lines 13G, 14G and 15G.</b>	\$ 0
17.	<b>2024 Unused Increment Rate. Divide Line 16 by Line 9. Multiply the result by 100.</b>	\$ 0 /\$100
18.	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b>	\$ 0.062495 /\$100

## SECTION 2: Mandatory Tax Election Rate

The mandatory tax election rate is the highest total tax rate a developed water district may adopt without holding an election. The mandatory tax election rate is the rate that would impose 1.035 times the amount of tax imposed by the district in the preceding year on the average appraised value of a residence homestead in the water district plus the unused increment rate. The average appraised value disregards any homestead exemption available only to people with disabilities or those age 65 or older.<sup>7</sup>

Line	Worksheet	Amount/Rate
19.	<b>Prior year average taxable value of residence homestead.</b> Enter the amount from Line 3.	\$ 708,995
20.	<b>Prior year adopted total tax rate.</b>	\$ 0.063810 /\$100
21.	<b>Prior year total tax on average residence homestead.</b> Multiply Line 19 by Line 20 divide by \$100.	\$ 452.40
22.	<b>Current year mandatory election amount of taxes per average residence homestead.</b> Multiply Line 21 by 1.035.	\$ 468.23
23.	<b>Current year mandatory election tax rate, before unused increment.</b> Divide Line 22 by Line 9 and multiply by \$100.	\$ 0.062983 /\$100
24.	<b>Current year mandatory tax election rate.</b> Add Line 17 and Line 23.	\$ 0.062983 /\$100

## SECTION 3: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the voter-approval tax rate and mandatory tax election rate as authorized by the governing body of the water district. By signing below, you certify that you are the designated officer or employee of the taxing unit and have calculated the tax rates in accordance with requirements in Water Code.<sup>8</sup>

print  
here

Regina Van Dyke

Printed Name of Water District Representative

sign  
here

Water District Representative

8/2/2024

Date

<sup>6</sup> Tex. Tax Code § 26.013

<sup>7</sup> Tex. Water Code § 49.23602(a)(2)

<sup>8</sup> Tex. Water Code § 49.23602



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## STAFF REPORT

August 21, 2024

**AGENDA ITEM:** Consider and act to adopt Order No. 2024-0821 amending the Effluent Rate and setting an effective date of October 1, 2024.

**DESCRIPTION:** The District entered into a contract with the golf course (Golf Course Irrigation Supply Agreement) in 2015 to provide effluent water through 2055. In the agreement, Article VII., Rates and Charges states that “the District may change the Effluent Rate from time to time by action of the Board of Directors; provided, however, in no event shall the Effluent Rate increase by more than ten percent (10%) per annum.” The current Effluent Rate is \$0.80.

**ATTACHMENTS:** Order No. 2024-0821 Effluent Rate Order  
ClubCorp Irrigation Agreement

**RECOMMENDATION:** Staff recommend adopting Order No. 2024-0821 amending the Effluent Rate Order increasing the cost by 10% from \$0.80/per 1,000 gallons to \$0.88/per 1,000 gallons and setting an effective date of October 1, 2024.



**TREATED WASTEWATER EFFLUENT RATE ORDER  
TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO.1  
ORDER NO. 2024-0821**

**AN ORDER ESTABLISHING RATES FOR TREATED WASTEWATER  
EFFLUENT SOLD TO TROPHY CLUB COUNTRY CLUB FOR IRRIGATION  
PURPOSES.**

**WHEREAS**, the District owns, maintains and operates a wastewater treatment plant pursuant to Texas Commission on Environmental Quality ("TCEQ") Permit No. WQ0011593-001 (the "Permit");

**WHEREAS**, the Permit authorizes the disposal of treated wastewater effluent by direct discharge into waters of the State of Texas, and further authorizes the use of treated wastewater effluent for irrigation of the Trophy Club Country Club Golf Course in accordance with certain provisions set forth in the Permit;

**WHEREAS**, Customer owns and operates the Trophy Club Country Club Golf Course and has entered into the "Golf Course Irrigation Supply Agreement" (the "Agreement") dated September 15, 2015 with the District which sets forth the terms for which the District shall furnish a supply of treated wastewater effluent for irrigation of the golf course; and

**WHEREAS**, Section 7.2(c) of the Agreement requires effluent rates to be set by an appropriate Order approved by the District's Board of Directors;

**THEREFORE, IT IS ORDERED BY THE BOARD OF DIRECTORS OF TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1 THAT:**

The volumetric rate per 1000 gallons for which the District shall supply treated wastewater effluent shall be as follows:

Effective Date	Charge per 1000 gallons
October 1, 2024	\$0.88

It is hereby found that the meeting at which this Order is adopted is open to the public as required by law, and that public notice of the time, place, and subject matter of said meeting and of the proposed adoption of this Order was given as required by law. This Order shall be effective October 1, 2024.

**PASSED, ADOPTED, ORDERED, AND APPROVED this 21st day of August 2024.**

\_\_\_\_\_  
Kevin R. Carr, President

\_\_\_\_\_  
Doug Harper, Secretary/Treasurer

(Seal)

\_\_\_\_\_  
Laurie Slaght, District Secretary

## **GOLF COURSE IRRIGATION SUPPLY AGREEMENT**

**(Trophy Club Country Club)**

**THE STATE OF TEXAS           §**  
**§**  
**COUNTY OF DENTON           §**

This Golf Course Irrigation Supply Agreement is entered into as of the date last below written, by and between Trophy Club Municipal Utility District No. 1, a conservation and reclamation district created under the provisions of Article XVI, Section 59, of the Texas Constitution and operating under Chapters 49 and 54 of the Texas Water Code (“District”) and ClubCorp Golf of Texas, L.P., a Texas limited partnership (“Customer”) and is as follows:

### **Recitals**

A. Whereas, the District owns, maintains and operates a wastewater treatment plant pursuant to Texas Commission on Environmental Quality (“TCEQ”) Permit No. WQ0011593-001 (the “Permit”);

B. WHEREAS, the Permit authorizes the disposal of treated wastewater effluent by direct discharge into waters of the State of Texas, and further authorizes the use of treated wastewater effluent for irrigation of the Trophy Club Country Club Golf Course in accordance with certain provisions set forth in the Permit;

C. WHEREAS, Customer owns and operates the Trophy Club Country Club Golf Course and desires that the District furnish a supply of treated wastewater effluent for irrigation of the golf course; and

D. Whereas, each Party recognizes that the performance of its obligations as provided in this Agreement is of benefit and economic value to the other Party; and

E. Whereas, the District and Customer desire to enter into this Agreement to specify the terms and conditions under which the District will supply treated wastewater effluent to Customer for irrigation of the Trophy Club Country Club Golf Course.

### **Agreement**

For and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the Parties contract and agree as follows:

## **ARTICLE I**

### **Definitions**

Section 1.1 Definitions. Unless otherwise provided or unless the context otherwise

requires, the terms defined in this Agreement shall have the respective meanings specified below:

Agreement: “Agreement” means this Golf Course Irrigation Supply Agreement.

Commission: “Commission” means the Texas Commission on Environmental Quality or its successors.

Contracted Water Volume: “Contracted Water Volume” means all Effluent produced by the Wastewater Treatment Plant, subject to the terms and conditions of this Agreement.

Customer’s Irrigation System: “Customer’s Irrigation System” means all systems and components downstream of the Delivery Points that are owned and maintained by Customer to facilitate irrigation of the Golf Course, including but not limited to pipes, pumps, valves, ponds, spigots, sprinklers, and all components of the Holding Ponds.

Delivery Points: “Delivery Points” means the two (2) points of delivery where the District shall deliver Effluent to Customer pursuant to this Agreement. The Delivery Points are identified on **Exhibit “A”** and generally refer to the points at which the District’s wastewater treatment plant outfall lines discharge into the two (2) Holding Ponds located on the Golf Course.

Drought Management Plan: “Drought Management Plan” shall mean the District’s Drought Management Plan adopted by the Board of Directors of the District, as modified from time to time.

Effective Date: “Effective Date” means the last date of execution of this Agreement by the Parties.

Effluent: “Effluent” means treated wastewater effluent generated by the District’s Wastewater Treatment Plant.

Effluent Meter: “Effluent Meter” means the meter used to measure the quantity of Effluent delivered by the District to Customer under this Agreement.

Effluent Rate: “Effluent Rate” means the rate or charge from time to time established by the District for all Effluent delivered by the District to Customer at the Delivery Points.

Holding Ponds: “Holding Ponds” means the two (2) existing holding ponds located within the Golf Course that are used to store Effluent prior to disposal by irrigation, and which are identified as Trophy Club Golf Course Lake A and Trophy Club Golf Course Lake B.

Golf Course: “Golf Course” means the Trophy Club Country Club Golf Course.

Party or Parties: The District and Customer are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

Permit: “Permit” means Permit No. WQ0011593-001 issued by the Commission, as amended from time to time. A copy of the current version of the Permit is attached hereto as **Exhibit “B”**.

Wastewater Treatment Plant: “Wastewater Treatment Plant” means the wastewater treatment plant owned and operated by the District, as expanded from time to time by the District.

## **ARTICLE II**

### **Supply of Irrigation Water**

#### **Section 2.1    Supply.**

(a) Upon the Effective Date of this Agreement, Customer shall assume responsibility for the disposal of Effluent on the Golf Course and, in connection therewith, shall determine how much Effluent to accept and dispose of on the Golf Course, subject to the requirements set forth in this Agreement.

(b) The District shall make available to Customer at the Delivery Points a supply of Effluent for irrigation of the Golf Course in the amounts requested from time to time by Customer; provided, however, the District shall have no obligation to make available a supply of Effluent in excess of the Contracted Water Volume. The supply of Effluent by District to Customer shall be subject to (i) the available capacity of the District’s wastewater system; (ii) any limitations set forth in the Permit; (iii) the Drought Management Plan; and (iv) all applicable regulatory requirements.

(c) The District may make available to other customers any portion of the Contracted Water Volume not then utilized or purchased by Customer.

(d) Notwithstanding any provision herein to the contrary, if at any time it is determined that Customer is not conducting irrigation operations in accordance with the terms of the Permit or this Agreement, the District shall have no obligation to furnish any additional supply of Effluent until the noncompliance is satisfied to the District’s reasonable satisfaction.

(e) Customer shall not utilize any alternative supply of water or alternative source of treated wastewater effluent for irrigation of the Golf Course except for supplemental water in excess of the supply of Effluent available from the District; provided, however, that Customer may use alternative supplies of water or alternative sources of treated wastewater effluent for irrigation of the Golf when Effluent is not available from the District for any reason in sufficient quantities to meet Customer’s Golf Course irrigation needs.

(f) The District shall provide public notice of any revisions to its Drought Management Plan in accordance with the requirements of all applicable laws. In addition, the District shall notify Customer as soon as practical of any contemplated revisions to its Drought Management Plan that could have a material adverse effect on the availability of Effluent to Customer or the use of Effluent to irrigate the Golf Course.

## **ARTICLE III**

### **Use of Effluent**

**Section 3.1    Disposal of Effluent.** Customer shall use the Effluent only for irrigation of

the Golf Course. Customer shall conduct all irrigation operations in a manner that is consistent with all local, state, and federal regulations. In particular, Customer shall comply with the terms and conditions pertaining to land application of treated effluent contained or referenced in the Permit, incorporated herein by reference, and with any other applicable federal, state or local laws, rules or regulations.

Section 3.2 Management of Holding Pond Levels. Customer shall manage the level of Effluent in the Holding Ponds at all times by virtue of its control over, and responsibility for: (i) specifying the quantity of Effluent to be delivered by the District to the Holding Ponds; and (ii) Golf Course irrigation operations. Customer shall manage Holding Pond levels in a manner to maintain compliance with the Permit at all times.

Section 3.3 Golf Course Irrigation Operations. Customer shall conduct and manage Golf Course irrigation operations in a manner to maintain compliance with the Permit at all times. Without limitation, Customer agrees as follows with respect to all irrigation operations in accordance with the following requirements set forth in the Permit, as may be modified from time to time:

- (1) Customer shall utilize Effluent furnished under this Agreement only for irrigation of those lands on which irrigation of Effluent is authorized by the Permit;
- (2) Irrigation practices shall be managed so as to prevent ponding or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions;
- (3) Tailwater controls shall be provided by Customer as necessary to prevent the discharge of any Effluent from the irrigated lands;
- (4) Irrigation application rates shall not exceed 2.5 acre-feet/acre/year. Customer shall provide equipment to determine application rates, and maintain accurate records of the volume of Effluent on-site for not less than three (3) years. All such records shall be available to the District and to TCEQ upon prior reasonable written request;
- (5) A minimum of two feet (2') of freeboard shall be maintained in the Holding Ponds in accordance with the Permit;
- (6) Customer shall chlorinate the Effluent prior to delivering the Effluent from the Holding Ponds into Customer's Irrigation System for application on the Golf Course. A trace chlorine residual shall be maintained in the Effluent at the point of irrigation application and residual monitoring results shall be provided to the District monthly;
- (7) Customer shall post adequate signs stating that the Effluent is from a non-potable water supply in accordance with the requirements of the Permit;
- (8) Spray fixtures for the irrigation system shall be of such design that they cannot be operated by unauthorized personnel; and

- (9) Irrigation operations shall be conducted only when the application area is not in use.

Section 3.4 District Rights. District shall have the right to enter the Golf Course to inspect irrigation operations at all reasonable times to ensure compliance with the Permit and to otherwise conduct any actions applicable to the District under the Permit. Without limitation, District representatives may enter the Golf Course and conduct an annual analysis of representative soil samples from the root zone of the irrigated lands in accordance with the requirements of the Permit. Results of such sampling shall be furnished to the Customer and to TCEQ upon request. Sampling results shall be obtained by the District in August of each year so that the District may furnish the results to TCEQ in September of each year. The District is responsible for all costs associated with annual soil testing. The District shall use good faith efforts to conduct all such testing and to otherwise access the Golf Course on days when the Golf Course is closed for play, and shall otherwise exercise its rights hereunder in a manner that minimizes any disruption of Customer's Golf Course operations.

Section 3.5 Quality of Effluent.

(a) Effluent delivered under this Agreement shall be treated by the District to levels specified by the Permit. In the event of unplanned water quality deterioration of the Effluent in violation of the Permit, the District will inform the Customer as soon as practicable and delivery of Effluent shall be discontinued until quality is restored to the levels specified by the Permit.

(b) Customer shall promptly notify the District if it has actual knowledge that the Effluent does not meet the requirements of the Permit. Upon receipt of such notice, District shall promptly determine whether the Effluent meets the requirements of the Permit. At any time that the Effluent does not meet the requirements of the Permit, the District shall expeditiously remedy said failure or deficiency.

Section 3.6 Disclaimer of Warranties. The District does not represent nor warrant that the Effluent delivered to the Customer shall be suitable for any purpose. The District disclaims any implied warranties of merchantability or fitness of the Effluent delivered under this Agreement for any purposes.

## **ARTICLE IV Regulatory Matters**

Section 4.1 Ownership of Effluent.

(a) The District shall be the sole owner of, have exclusive dominion and control over, and be solely responsible for the Effluent until the Effluent reaches the Delivery Points.

(b) Title to, exclusive dominion and control over, and responsibility for the Effluent shall pass from the District to Customer upon its passage through the Delivery Points. Notwithstanding any provision herein to the contrary, however, Customer covenants and agrees that it will not sell or furnish the Effluent to third persons or otherwise dispose or use the Effluent in a manner not authorized under this Agreement or the Permit.

Section 4.2 Regulation and Future Modifications. The Parties recognize that the operation of the District's waterworks and wastewater systems and the disposal of the Effluent are subject to regulation by the Commission and other governmental entities. Accordingly, the Parties agree that they will cooperate with each other as may be reasonably necessary to assure compliance with all terms and conditions of the Permit, as amended from time to time. The District and Customer agree to consult and cooperate with each other to assure compliance with the Permit, and to assure that efficient wastewater service may be provided by the District while the Golf Course continues to be operated as a first class golf course facility.

Section 4.3 Permits. The District will, at its sole cost, obtain all amendments to its wastewater permits, plan approvals, and all other approvals required by the Commission or other governmental authorities with jurisdiction for any improvements or installations made by or on behalf of the District.

Section 4.4 Effluent Disposal Easement. If required by the Commission, and upon request by the District, Customer agrees to execute a commercially reasonable effluent disposal easement granting the District the right to conduct Effluent disposal operations on the Golf Course to the extent determined necessary under the Permit or by rule of the Commission. If the parties are unable to reach an agreement upon the form of said easement by any deadline imposed by the Commission, this Agreement shall terminate effective on said date.

Section 4.5 Effluent Line Easement.

(a) Simultaneously with execution of this Agreement, Customer will execute that certain Effluent Line Easement substantially in the form attached hereto as Exhibit "C" authorizing the District to own, operate, maintain, repair and replace the effluent lines located on Customer's property between the District's wastewater treatment plant and the Delivery Points.

(b) The District will be responsible for ownership, operations and maintenance of the effluent lines and other improvements owned by the District located on its side of the Delivery Points. Prior to performing any maintenance or repair operations to any effluent lines or other improvements owned by the District and located on the Golf Course, the District will notify Customer of the required repair or maintenance, along with a proposed timeframe for completion, and estimated cost thereof. Upon receipt of such information and except during "emergency conditions," as defined below, Customer shall have forty-eight (48) hours to notify the District whether Customer's personnel will undertake the repair or maintenance during the time frame specified by the District and at the cost specified by the District. In the event the Customer elects to undertake the required repairs or maintenance, the District shall provide a credit to Customer in the amount of costs agreed upon by Customer on the next bill for Effluent furnished under this Agreement. If Customer declines to undertake such repair or maintenance, or agrees but then fails to timely perform and complete the required repair or maintenance to any effluent lines or other improvements owned by the District and located on the Golf Course, as determined by the District in its reasonable discretion, District personnel may enter the Golf Course property to undertake and complete the activity at the District's sole cost and expense. Notwithstanding any provision herein to the contrary, during the occurrence of any emergency conditions, the District's personnel may enter the Golf Course to perform any required repairs or maintenance at the District's sole cost and expense. The District shall use good faith efforts to minimize any disruption of Golf

Course play in connection with exercising such rights. "Emergency conditions" shall be defined as circumstances which, in the reasonable discretion of the District, are causing, or if not cured immediately could cause, (i) endangerment to the public health and/or safety, (ii) material property damage; or (iii) violation of the Permit or any applicable regulatory requirements applicable to the District.

#### Section 4.6 Noncompliance.

(a) If required by the Commission, and in response to a written request by the District, Customer shall promptly certify in writing to the District that to the best of Customer's knowledge, Customer's Irrigation System and irrigation operations comply with the Permit. Any noncompliant components of the Customer's Irrigation System of which Customer is aware shall be identified and a statement of any planned remedial action shall be described in the certification.

(b) If Customer fails to operate or maintain any part of the Customer's Irrigation System in a manner that is in compliance with the Permit or any applicable federal or state or local laws or rules pertaining to storage, transmission, use or disposal of Effluent ("Non-Compliance"), District shall provide written notice of the Non-Compliance to Customer. Customer shall have ten (10) days after the date of said letter to certify to District that the Customer's Irrigation System is in compliance with all applicable federal, state and local rules and the Permit, or if such Non-Compliance cannot be reasonably corrected with diligence in such ten (10) day period, to specify the steps to be taken and estimated date that the Non-Compliance will be corrected. The certification must be in writing and must explain in detail what steps were or will taken to correct the Non-Compliance. If Customer fails or refuses to cure the Non-Compliance within the ten (10) day period (or longer if a longer period is agreed to by the District), the District shall have the right to either suspend the supply of Effluent for the duration of the Non-Compliance, or enter the Golf Course and take any and all actions necessary to maintain, repair and otherwise restore the Customer's Irrigation System to full compliance and to receive reimbursement for the actual, commercially reasonable costs of such maintenance and repairs from the Customer ("Non-Compliance Costs"). Customer shall pay the Non-Compliance Costs to the District in full within three (3) business days following Customer's receipt of an invoice for same.

(c) In addition, Customer shall be solely responsible for all administrative, civil or criminal fees, fines, penalties, claims, notices of violation, judgments, orders, costs, or damages to the extent resulting from any actual or alleged Non-Compliance(s) by Customer and shall indemnify, defend and hold the District, its officers, employees, and agents, harmless from all administrative, civil or criminal fees, fines, penalties, claims, notices of violation, judgments, orders, costs, or damages to the extent arising out of any actual or alleged Non-Compliance(s) by Customer. Customer shall have no liability for any non-compliance with or violation of any federal, state or local rules or the Permit by District or any other person (except to the extent such non-compliance arises out of Customer's failure to conduct irrigation operations in accordance with the Permit).

### **ARTICLE V** **Operations**

Section 5.1 Customer Responsibility. Customer shall be solely responsible for



operating and maintaining the Customer Irrigation System in good working order and for making all needed repairs, replacements, additions and improvements as may at any time be required: (a) to satisfy the obligations of Customer under this Agreement; and (b) to ensure compliance with the Permit, provided that District has provided written notice to Customer of any and all changes in the requirements of the Permit. Subject to the foregoing notice requirement, Customer shall identify, and Customer shall implement, at its sole cost and expense, any improvements, upgrades, or modifications to Customer's Irrigation System required by the Permit or state or federal law as a condition of receiving Effluent.

Section 5.2 District Responsibility. The District shall maintain the Permit in effect as necessary to allow both Parties to satisfy their obligations under this Agreement. In addition, the District shall be solely responsible for operating and maintaining its wastewater treatment plant in good working order and for making all needed repairs, replacements, additions and improvements as may at any time be required: (a) to satisfy the obligations of the District under this Agreement; and (b) to ensure compliance with the Permit.

Section 5.3 Insurance. Customer agrees to name the District as an additional insured on all liability insurance coverages that it may secure in connection with Golf Course operations. District agrees to name Customer as an additional insured on all liability insurance coverages that it may secure in connection with its wastewater treatment operations.

Section 5.4 Backflow Prevention. Customer shall provide, if necessary and in a manner approved by the appropriate regulatory agencies or by the District, a positive backflow prevention device between Customer's Irrigation System and any other water source(s), whether in conjunction with commingled storage or otherwise. The cost of such backflow prevention device and its installation shall be borne by Customer, and the complete operation of the backflow prevention device shall be the responsibility of Customer. Customer agrees to identify to the District all well(s) or other water sources connected to Customer's Irrigation System.

## **ARTICLE VI**

### **Metering**

Section 6.1 Measurement. The quantity of Effluent furnished by the District to Customer shall be determined by the Effluent Meter.

Section 6.2 Calibration.

(a) At least once per year and if requested in writing not more than once in each calendar month, the District shall calibrate the Effluent Meter.

(b) The expense of calibration shall be borne by the District. If, as a result of any test, the meter is found to be registering inaccurately (more than 5% higher or lower than calibrated volumes), the readings of the meter shall be corrected at the rate of its inaccuracy for any period which is definitely known or agreed upon or, if no such period is known or agreed upon, the shorter of:

(i) a period extending back either sixty (60) days from the date

of demand for the test or, if no demand for the test was made, sixty (60) days extending back from the date of the test; or

(ii) a period extending back one-half of the time elapsed since the last previous test; and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

(c) If the Effluent Meter is out of service or in need of repair such that the amount of Effluent delivered cannot be ascertained or computed from the reading thereof, the Effluent delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the District and Customer upon the basis of the best data available. If the District and Customer fail to agree on the amount of Effluent delivered during such inoperable period, the amount of Effluent delivered may be estimated by:

(i) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or

(ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

If the Effluent Meter is consistently registering inaccurately, the District shall repair, replace or rehabilitate the meter, as determined by the District.

## **ARTICLE VII**

### **Rates and Charges**

Section 7.1 Connection Fee. The District shall not charge any connection fees, capital recovery fees or impact fees of any kind for the provision of Effluent under this Agreement.

#### Section 7.2 Rates for Effluent.

(a) Customer shall pay for all Effluent which is furnished by the District under the terms of this Agreement for irrigation of the Golf Course.

(b) Customer shall not charge, directly or indirectly, the District any fee for the receipt or disposal of the Effluent under this Agreement.

(c) The District may, by appropriate order or orders adopted from time to time by its Board of Directors, charge and collect a reasonable Effluent Rate for Effluent provided to Customer under this Agreement after the Effective Date of this Agreement. The initial Effluent Rate shall be \$0.70 per 1,000 gallons of Effluent, as measured at the Effluent Meter. Effective May 1, 2016 and continuing through April 30, 2017, the District shall charge \$0.75 per 1000 gallon of Effluent. Effective May 1, 2017 and continuing through April 30, 2019, the District shall charge \$0.80 per 1000 gallons of Effluent. Beginning May 1, 2019, the District may change the Effluent Rate from time to time by action of its Board of Directors; provided, however, in no event shall the Effluent Rate increase by more than ten percent (10%) per annum.

(d) The District shall bill Customer monthly in arrears for the Effluent used by Customer each month, as measured by the Effluent Meters. All payments for Effluent shall be paid to the District by check or bank wire on or before the due date specified on the invoice, or if no due date is specified, on or before thirty (30) days from the date of the invoice. Payments shall be mailed to the address indicated on the invoice. In the event payment is not received by the due date, Customer shall then pay a one-time late payment charge of five percent (5%) of the unpaid balance of the invoice. In addition, Customer shall pay interest on the unpaid balance at the rate of twelve percent (12%) per annum. Such interest shall accrue monthly beginning on the due date of the original unpaid invoice. If Customer fails to pay an invoice in full by the due date, Customer further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed, incurred by the District.

Section 7.3 Disputes. If Customer at any time disputes the amount to be paid by it to the District, Customer shall nevertheless promptly make the disputed payment or payments, but Customer shall have the right to seek a judicial determination whether the rates charged by the District are in accordance with the terms of this Agreement. If it is subsequently determined by agreement or court decision that the disputed amount paid by Customer should have been less or more, the District shall promptly revise the amount in a manner such that Customer or the District shall recover the amount due.

## **ARTICLE VIII**

### **Remedies**

Section 8.1 Remedies. After providing notice and an opportunity to cure in accordance with Section 8.2 below, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms.

Section 8.2 Notice and Opportunity to Cure. If either Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Party (referred to herein as the "Non-Defaulting Party") may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within ten (10) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion. Notwithstanding the foregoing, the Defaulting Party must cure within twenty-four (24) hours of receipt of the Default Notice any default that causes or contributes to a Waste Discharge Permit violation, and the Defaulting Party must cure within five (5) days of receipt of the Default Notice any default that relates to the failure to supply Effluent, and the failure to cure such Defaults shall entitle the Non-Defaulting Party to any remedies which may be available at

law or in equity.

## **ARTICLE IX**

### **General**

Section 9.1 Term. Unless terminated by mutual agreement of the Parties or their successors and assigns, or pursuant to Section 4.4 hereof, this Agreement shall continue in force and effect for so long as the Permit remains in effect and authorizes the disposal of Effluent by irrigation of the Golf Course, or for forty (40) years, whichever is first.

Section 9.2 Force Majeure. In the event that any Party is rendered unable, wholly or in part, to perform any of its obligations under this Agreement (by reason of failure or national moratorium of operation of the banks, transfer agents, brokers, stock exchanges or modes of transportation; or work stoppages or restraint by court order or other public authority; or action or inaction concerning governmental or regulatory authorizations; or transportation delay; or death or personal injury of a representative of a Party whose signature is necessary), upon the provision of written notice which fully relates the particulars of the claimed force majeure, including but not limited to the dates on which it commenced and ceased or is expected to cease by the Party claiming force majeure to the other Parties as soon as is reasonably practicable after the occurrence of the cause relied upon, the obligations of the Party claiming force majeure, to the extent they are affected by the force majeure, shall be suspended during the continuance of any inability of performance so caused. This Agreement shall not be terminated by reason of any such cause but shall remain in full force and effect. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of force majeure shall exercise the utmost diligence to remove such inability. The suspension of obligations of a Party to this Agreement pursuant to this Section shall be added to the time specified in other provisions of this Agreement for the purpose of calculating the date on which certain conditions of this Agreement are to be satisfied.

Section 9.3 Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the Parties.

Section 9.4 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are included solely for convenience and shall never be considered or given any effect in construing this Agreement.

Section 9.5 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement 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 provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 9.6 Cooperation. Each Party hereby agrees that it will take all actions necessary to fully carry out the purposes and intent of this Agreement.

Section 9.7 Addresses and Notice. All notices hereunder from Customer to District shall be addressed to District to the attention of the General Manager, at 100 Municipal Drive, Trophy Club, Texas 76262. All notices from District to Customer shall be addressed to Customer to the attention of Golf Course Superintendent and General Manager at Trophy Club Country Club,

500 Trophy Club Drive, Trophy Club, Texas 76262. All notices shall be in writing and given by (i) certified mail, return receipt requested, (ii) personal delivery, or (iii) nationally recognized overnight delivery service (such as Federal Express or UPS) providing a receipt for delivery, and will be deemed to have been given on the date of delivery as evidenced by the receipt. Any Party may change its address upon five (5) days' written notice to the other Parties.


Section 9.8 Assignability. The assignment of this Agreement by either Party shall require the prior written consent of the other Party, which consent shall not be unreasonably withheld, denied or delayed.

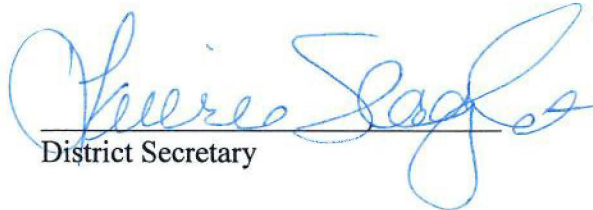
Section 9.9 Extent of Agreement. This Agreement may be amended only by written instrument signed by all Parties. Nothing contained in this Agreement is intended to benefit any third party.

Section 9.10 Effect on Prior Agreement. This Agreement replaces and supersedes all prior agreements between the Parties regarding the subject matter hereof, whether verbal or written, including without limitation, that certain letter agreement dated July 14, 2009, which is hereby terminated for all purposes as of the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, on the dates set out below, to be effective as of the Effective Date of this Agreement.

**TROPHY CLUB MUNICIPAL UTILITY  
DISTRICT NO. 1**

By:   
Name: Jennifer McKnight  
Title: General Manager  
Date: September 15, 2015

  
District Secretary

**CLUBCORP GOLF OF TEXAS, L.P.,  
a Texas limited partnership**

By: ClubCorp Gen Par of Texas, L.L.C.,  
a Delaware limited liability company,  
its General Partner

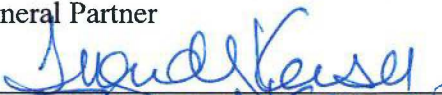
By:   
Name: Michael Kreiser  
Title: Secretary  
Date: October 1, 2015

Exhibit A

**Delivery Points**

(See Attached)









Imagery Date: 4/10/2013 350001360° N 197°10'42.66" W elev. 613 ft eye alt. 293 ft

Rt 100

1995

Exhibit B

**Permit**

(Attached)

Exhibit B



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

TPDES PERMIT NO. WQ0011593001  
[For TCEQ office use only - EPA I.D.  
No. TX0055735]

This is a renewal that replaces TPDES  
Permit No. WQ0011593001 issued  
March 26, 2007.

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

Trophy Club Municipal Utility District No. 1

whose mailing address is

100 Municipal Drive  
Trophy Club, Texas 76262

is authorized to treat and discharge wastes from the Trophy Club MUD Wastewater Treatment  
Facility, SIC Code 4952

located at 1499 Indian Creek Drive, approximately 0.9 mile north of the intersection of State  
Highway 114 and Trophy Club Drive, and approximately 2.5 miles east of the intersection of U.S.  
Highway 377 and State Highway 114 in Denton County, Texas 76262

to Marshall Branch and/or to unnamed tributaries with intermittent ponds (golf course ponds);  
thence to Marshall Branch; thence to Grapevine Lake in Segment No. 0826 of the Trinity River  
Basin

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

~~This permit shall expire at midnight, September 1, 2010.~~

~~ISSUED DATE: November 29, 2011~~

For the Commission

EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTSOutfall Number 001

1. During the period beginning upon the date of issuance and lasting through the date of expiration, the permittee is authorized to discharge subject to the following effluent limitations:

The annual average flow of effluent shall not exceed 1.75 million gallons per day (MGD); nor shall the average discharge during any two-hour period (2-hour peak) exceed 2,431 gallons per minute (gpm).

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>				<u>Min. Self-Monitoring Requirements</u>	
	Daily Avg. mg/l (lbs/day)	7-day Avg. mg/l	Daily Max. mg/l	Single Grab mg/l	Report Daily Avg. & Daily Max. Measurement Frequency	Sample Type
Flow, MGD	Report	N/A	Report	N/A	Continuous	Totalizing Meter
Carbonaceous Biochemical Oxygen Demand (5-day)	5 (73)	10	20	30	Two/week	Composite
Total Suspended Solids	12 (175)	20	40	60	Two/week	Composite
Ammonia Nitrogen						
April – September	1 (15)	5	10	15	Two/week	Composite
October – March	3 (44)	5	10	15	Two/week	Composite
Nitrate-Nitrogen*	24 (350)	N/A	51	72	One/week	Composite
Total Copper**	Report (Report)	N/A	Report	N/A	One/week	Composite
<i>E. coli</i> , CFU or MPN/100 ml	126	N/A	394	N/A	Daily	Grab
* See Other Requirements, Item 11, page 34.						
** See Other Requirements, Item 12, page 35.						

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



**DEFINITIONS AND STANDARD PERMIT CONDITIONS**

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

**1. Flow Measurements**

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

**2. Concentration Measurements**

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

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

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

- e. Bacteria concentration (*E. coli* or Enterococci) - Colony Forming Units (CFU) or Most Probable Number (MPN) of bacteria per 100 milliliters effluent. The daily average bacteria concentration is a geometric mean of the values for the effluent samples collected in a calendar month. The geometric mean shall be determined by calculating the  $n$ th root of the product of all measurements made in a calendar month, where  $n$  equals the number of measurements made; or, computed as the antilogarithm of the arithmetic mean of the logarithms of all measurements made in a calendar month. For any measurement of bacteria equaling zero, a substituted value of one shall be made for input into either computation method. If specified, the 7-day average for bacteria is the geometric mean of the values for all effluent samples collected during a calendar week.
- f. Daily average loading (lbs/day) - the arithmetic average of all daily discharge loading calculations during a period of one calendar month. These calculations must be made for each day of the month that a parameter is analyzed. The daily discharge, in terms of mass (lbs/day), is calculated as (Flow, MGD x Concentration, mg/l x 8.34).
- g. Daily maximum loading (lbs/day) - the highest daily discharge, in terms of mass (lbs/day), within a period of one calendar month.

### 3. Sample Type

- a. Composite sample - For domestic wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (a). For industrial wastewater, a composite sample is a sample made up of a minimum of three effluent portions collected in a continuous 24-hour period or during the period of daily discharge if less than 24 hours, and combined in volumes proportional to flow, and collected at the intervals required by 30 TAC § 319.9 (b).

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

## MONITORING AND REPORTING REQUIREMENTS

### 1. Self-Reporting

Monitoring results shall be provided at the intervals specified in the permit. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall conduct effluent sampling and reporting in accordance with 30 TAC §§ 319.4 - 319.12. Unless otherwise specified, a monthly effluent report shall be submitted each month, to the Enforcement Division (MC 224), by the 20<sup>th</sup> day of the following month for each discharge which is described by this permit whether or not a discharge is made for that month. Monitoring results must be reported on an approved self-report form that is signed and certified as required by Monitoring and Reporting Requirements No. 10.

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

### 2. Test Procedures

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

### 3. Records of Results

- a. Monitoring samples and measurements shall be taken at times and in a manner so as to be representative of the monitored activity.
- b. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period

of at least five years (or longer as required by 40 CFR Part 503), monitoring and reporting records, including strip charts and records of calibration and maintenance, copies of all records required by this permit, records of all data used to complete the application for this permit, and the certification required by 40 CFR § 264.73(b)(9) shall be retained at the facility site, or shall be readily available for review by a TCEQ representative for a period of three years from the date of the record or sample, measurement, report, application or certification. This period shall be extended at the request of the Executive Director.

c. Records of monitoring activities shall include the following:

- i. date, time and place of sample or measurement;
- ii. identity of individual who collected the sample or made the measurement.
- iii. date and time of analysis;
- iv. identity of the individual and laboratory who performed the analysis;
- v. the technique or method of analysis; and
- vi. the results of the analysis or measurement and quality assurance/quality control records.

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

4. Additional Monitoring by Permittee

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

5. Calibration of Instruments

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

6. Compliance Schedule Reports

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



## 7. Noncompliance Notification

- a. In accordance with 30 TAC § 305.125(9) any noncompliance which may endanger human health or safety, or the environment shall be reported by the permittee to the TCEQ. Report of such information shall be provided orally or by facsimile transmission (FAX) to the Regional Office within 24 hours of becoming aware of the noncompliance. A written submission of such information shall also be provided by the permittee to the Regional Office and the Enforcement Division (MC 224) within five working days of becoming aware of the noncompliance. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- b. The following violations shall be reported under Monitoring and Reporting Requirement 7.a.:
  - i. Unauthorized discharges as defined in Permit Condition 2(g).
  - ii. Any unanticipated bypass that exceeds any effluent limitation in the permit.
  - iii. Violation of a permitted maximum daily discharge limitation for pollutants listed specifically in the Other Requirements section of an Industrial TPDES permit.
- c. In addition to the above, any effluent violation which deviates from the permitted effluent limitation by more than 40% shall be reported by the permittee in writing to the Regional Office and the Enforcement Division (MC 224) within 5 working days of becoming aware of the noncompliance.
- d. Any noncompliance other than that specified in this section, or any required information not submitted or submitted incorrectly, shall be reported to the Enforcement Division (MC 224) as promptly as possible. For effluent limitation violations, noncompliances shall be reported on the approved self-report form.

8. In accordance with the procedures described in 30 TAC §§ 35.301 - 35.303 (relating to Water Quality Emergency and Temporary Orders) if the permittee knows in advance of the need for a bypass, it shall submit prior notice by applying for such authorization.

## 9. Changes in Discharges of Toxic Substances

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

- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant listed at 40 CFR Part 122, Appendix D, Tables II and III (excluding Total Phenols) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

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

#### 10. Signatories to Reports

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

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

#### PERMIT CONDITIONS

##### 1. General

- a. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in an application or in any report to the

Executive Director, it shall promptly submit such facts or information.

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

## 2. Compliance

- a. Acceptance of the permit by the person to whom it is issued constitutes acknowledgment and agreement that such person will comply with all the terms and conditions embodied in the permit, and the rules and other orders of the Commission.
- b. The permittee has a duty to comply with all conditions of the permit. Failure to comply with any permit condition constitutes a violation of the permit and the Texas Water Code or the Texas Health and Safety Code, and is grounds for enforcement action, for permit amendment, revocation, or suspension, or for denial of a permit renewal application or an application for a permit for another facility.
- c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.
- d. The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal or other permit violation that has a reasonable likelihood of adversely affecting human health or the environment.
- e. Authorization from the Commission is required before beginning any change in the permitted facility or activity that may result in noncompliance with any permit requirements.
- f. A permit may be amended, suspended and reissued, or revoked for cause in accordance with 30 TAC §§ 305.62 and 305.66 and TWC§ 7.302. The filing of a request by the permittee for a permit amendment, suspension and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- g. There shall be no unauthorized discharge of wastewater or any other waste. For the

purpose of this permit, an unauthorized discharge is considered to be any discharge of wastewater into or adjacent to water in the state at any location not permitted as an outfall or otherwise defined in the Other Requirements section of this permit.

- h. In accordance with 30 TAC § 305.535(a), the permittee may allow any bypass to occur from a TPDES permitted facility which does not cause permitted effluent limitations to be exceeded or an unauthorized discharge to occur, but only if the bypass is also for essential maintenance to assure efficient operation.
- i. The permittee is subject to administrative, civil, and criminal penalties, as applicable, under TWC §§ 7.051 - 7.075 (relating to Administrative Penalties), 7.101 - 7.111 (relating to Civil Penalties), and 7.141 - 7.202 (relating to Criminal Offenses and Penalties) for violations including, but not limited to, negligently or knowingly violating the federal CWA §§ 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under the CWA § 402, or any requirement imposed in a pretreatment program approved under the CWA §§ 402 (a)(3) or 402 (b)(8).

### 3. Inspections and Entry

- a. Inspection and entry shall be allowed as prescribed in the TWC Chapters 26, 27, and 28, and THSC § 361.
- b. The members of the Commission and employees and agents of the Commission are entitled to enter any public or private property at any reasonable time for the purpose of inspecting and investigating conditions relating to the quality of water in the state or the compliance with any rule, regulation, permit or other order of the Commission. Members, employees, or agents of the Commission and Commission contractors are entitled to enter public or private property at any reasonable time to investigate or monitor or, if the responsible party is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state. Members, employees, Commission contractors, or agents acting under this authority who enter private property shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection, and if the property has management in residence, shall notify management or the person then in charge of his presence and shall exhibit proper credentials. If any member, employee, Commission contractor, or agent is refused the right to enter in or on public or private property under this authority, the Executive Director may invoke the remedies authorized in TWC § 7.002. The statement above, that Commission entry shall occur in accordance with an establishment's rules and regulations concerning safety, internal security, and fire protection, is not grounds for denial or restriction of entry to any part of the facility, but merely describes the Commission's duty to observe appropriate rules and regulations during an inspection.

### 4. Permit Amendment and/or Renewal

- a. The permittee shall give notice to the Executive Director as soon as possible of any planned physical alterations or additions to the permitted facility if such alterations or additions would require a permit amendment or result in a violation of permit requirements. Notice shall also be required under this paragraph when:
  - i. The alteration or addition to a permitted facility may meet one of the criteria for

determining whether a facility is a new source in accordance with 30 TAC § 305.534 (relating to New Sources and New Dischargers); or

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

## 5. Permit Transfer

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

#### 6. Relationship to Hazardous Waste Activities

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

#### 7. Relationship to Water Rights

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

#### 8. Property Rights

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

#### 9. Permit Enforceability

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

#### 10. Relationship to Permit Application

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

#### 11. Notice of Bankruptcy.

- a. Each permittee shall notify the Executive Director, in writing, immediately following the filing of a voluntary or involuntary petition for bankruptcy under any chapter of Title 11 (Bankruptcy) of the United States Code (11 USC) by or against:
  - i. the permittee;
  - ii. an entity (as that term is defined in 11 USC, § 101(14)) controlling the permittee or listing the permit or permittee as property of the estate; or
  - iii. an affiliate (as that term is defined in 11 USC, § 101(2)) of the permittee.
- b. This notification must indicate:
  - i. the name of the permittee and the permit number(s);

- ii. the bankruptcy court in which the petition for bankruptcy was filed; and
- iii. the date of filing of the petition.

## OPERATIONAL REQUIREMENTS

1. The permittee shall at all times ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. This includes, but is not limited to, the regular, periodic examination of wastewater solids within the treatment plant by the operator in order to maintain an appropriate quantity and quality of solids inventory as described in the various operator training manuals and according to accepted industry standards for process control. Process control, maintenance, and operations records shall be retained at the facility site, or shall be readily available for review by a TCEQ representative, for a period of three years.
2. Upon request by the Executive Director, the permittee shall take appropriate samples and provide proper analysis in order to demonstrate compliance with Commission rules. Unless otherwise specified in this permit or otherwise ordered by the Commission, the permittee shall comply with all applicable provisions of 30 TAC Chapter 312 concerning sewage sludge use and disposal and 30 TAC §§ 319.21 - 319.29 concerning the discharge of certain hazardous metals.
3. Domestic wastewater treatment facilities shall comply with the following provisions:
  - a. The permittee shall notify the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, in writing, of any facility expansion at least 90 days prior to conducting such activity.
  - b. The permittee shall submit a closure plan for review and approval to the Municipal Permits Team, Wastewater Permitting Section (MC 148) of the Water Quality Division, for any closure activity at least 90 days prior to conducting such activity. Closure is the act of permanently taking a waste management unit or treatment facility out of service and includes the permanent removal from service of any pit, tank, pond, lagoon, surface impoundment and/or other treatment unit regulated by this permit.
4. The permittee is responsible for installing prior to plant start-up, and subsequently maintaining, adequate safeguards to prevent the discharge of untreated or inadequately treated wastes during electrical power failures by means of alternate power sources, standby generators, and/or retention of inadequately treated wastewater.
5. Unless otherwise specified, the permittee shall provide a readily accessible sampling point and, where applicable, an effluent flow measuring device or other acceptable means by which effluent flow may be determined.
6. The permittee shall remit an annual water quality fee to the Commission as required by 30 TAC Chapter 21. Failure to pay the fee may result in revocation of this permit under TWC § 7.302(b)(6).
7. Documentation

For all written notifications to the Commission required of the permittee by this permit, the permittee shall keep and make available a copy of each such notification under the same conditions as self-monitoring data are required to be kept and made available. Except for information required for TPDES permit applications, effluent data, including effluent data in permits, draft permits and permit applications, and other information specified as not



confidential in 30 TAC §§ 1.5(d), any information submitted pursuant to this permit may be claimed as confidential by the submitter. Any such claim must be asserted in the manner prescribed in the application form or by stamping the words confidential business information on each page containing such information. If no claim is made at the time of submission, information may be made available to the public without further notice. If the Commission or Executive Director agrees with the designation of confidentiality, the TCEQ will not provide the information for public inspection unless required by the Texas Attorney General or a court pursuant to an open records request. If the Executive Director does not agree with the designation of confidentiality, the person submitting the information will be notified.

8. Facilities that generate domestic wastewater shall comply with the following provisions; domestic wastewater treatment facilities at permitted industrial sites are excluded.
- a. Whenever flow measurements for any domestic sewage treatment facility reach 75% of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90% of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75% of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.  
  
If in the judgment of the Executive Director the population to be served will not cause permit noncompliance, then the requirement of this section may be waived. To be effective, any waiver must be in writing and signed by the Director of the Enforcement Division (MC 149) of the Commission, and such waiver of these requirements will be reviewed upon expiration of the existing permit; however, any such waiver shall not be interpreted as condoning or excusing any violation of any permit parameter.
  - b. The plans and specifications for domestic sewage collection and treatment works associated with any domestic permit must be approved by the Commission and failure to secure approval before commencing construction of such works or making a discharge is a violation of this permit and each day is an additional violation until approval has been secured.
  - c. Permits for domestic wastewater treatment plants are granted subject to the policy of the Commission to encourage the development of area-wide waste collection, treatment, and disposal systems. The Commission reserves the right to amend any domestic wastewater permit in accordance with applicable procedural requirements to require the system covered by this permit to be integrated into an area-wide system, should such be developed; to require the delivery of the wastes authorized to be collected in, treated by or discharged from said system, to such area-wide system; or to amend this permit in any other particular to effectuate the Commission's policy. Such amendments may be made when the changes required are advisable for water quality control purposes and are feasible on the basis of waste treatment technology, engineering, financial, and

related considerations existing at the time the changes are required, exclusive of the loss of investment in or revenues from any then existing or proposed waste collection, treatment or disposal system.

9. Domestic wastewater treatment plants shall be operated and maintained by sewage plant operators holding a valid certificate of competency at the required level as defined in 30 TAC Chapter 30.
10. For Publicly Owned Treatment Works (POTWs), the 30-day average (or monthly average) percent removal for BOD and TSS shall not be less than 85%, unless otherwise authorized by this permit.
11. Facilities that generate industrial solid waste as defined in 30 TAC § 335.1 shall comply with these provisions:
  - a. Any solid waste, as defined in 30 TAC § 335.1 (including but not limited to such wastes as garbage, refuse, sludge from a waste treatment, water supply treatment plant or air pollution control facility, discarded materials, discarded materials to be recycled, whether the waste is solid, liquid, or semisolid), generated by the permittee during the management and treatment of wastewater, must be managed in accordance with all applicable provisions of 30 TAC Chapter 335, relating to Industrial Solid Waste Management.
  - b. Industrial wastewater that is being collected, accumulated, stored, or processed before discharge through any final discharge outfall, specified by this permit, is considered to be industrial solid waste until the wastewater passes through the actual point source discharge and must be managed in accordance with all applicable provisions of 30 TAC Chapter 335.
  - c. The permittee shall provide written notification, pursuant to the requirements of 30 TAC § 335.8(b)(1), to the Environmental Cleanup Section (MC 127) of the Remediation Division informing the Commission of any closure activity involving an Industrial Solid Waste Management Unit, at least 90 days prior to conducting such an activity.
  - d. Construction of any industrial solid waste management unit requires the prior written notification of the proposed activity to the Registration and Reporting Section (MC 129) of the Registration, Review, and Reporting Division. No person shall dispose of industrial solid waste, including sludge or other solids from wastewater treatment processes, prior to fulfilling the deed recordation requirements of 30 TAC § 335.5.
  - e. The term "industrial solid waste management unit" means a landfill, surface impoundment, waste-pile, industrial furnace, incinerator, cement kiln, injection well, container, drum, salt dome waste containment cavern, or any other structure vessel, appurtenance, or other improvement on land used to manage industrial solid waste.
  - f. The permittee shall keep management records for all sludge (or other waste) removed from any wastewater treatment process. These records shall fulfill all applicable requirements of 30 TAC § 335 and must include the following, as it pertains to wastewater treatment and discharge:
    - i. Volume of waste and date(s) generated from treatment process;
    - ii. Volume of waste disposed of on-site or shipped off-site;

- iii. Date(s) of disposal;
- iv. Identity of hauler or transporter;
- v. Location of disposal site; and
- vi. Method of final disposal.

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

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

TCEQ Revision 08/2008

## **SLUDGE PROVISIONS**

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

### **SECTION 1. REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE LAND APPLICATION**

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

1. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC § 312 and all other applicable state and federal regulations in a manner that protects public health and the environment from any reasonably anticipated adverse effects due to any toxic pollutants that may be present in the sludge.
2. In all cases, if the person (permit holder) who prepares the sewage sludge supplies the sewage sludge to another person for land application use or to the owner or lease holder of the land, the permit holder shall provide necessary information to the parties who receive the sludge to assure compliance with these regulations.
3. The permittee shall give 180 days prior notice to the Executive Director in care of the Wastewater Permitting Section (MC 148) of the Water Quality Division of any change planned in the sewage sludge disposal practice.

#### **B. Testing Requirements**

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

The report shall contain test results, certification that unauthorized waste management has stopped and a summary of alternative disposal plans that comply with RCRA standards for the management of hazardous waste. The report shall be addressed to:

Director, Registration, Review, and Reporting Division (MC 129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 4) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year.

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

TABLE 1

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

\* Dry weight basis

### 3. Pathogen Control

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

- a. Six alternatives are available to demonstrate compliance with Class A sewage sludge. The first 4 options require either the density of fecal coliform in the sewage sludge be less than 1000 Most Probable Number (MPN) per gram of total solids (dry weight basis), or the density of *Salmonella* sp. bacteria in the sewage sludge be less than three MPN per four grams of total solids (dry weight basis) at the time the sewage sludge is used or disposed. Below are the additional requirements necessary to meet the definition of a Class A sludge.

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

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

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

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

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

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

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

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

- b. Three alternatives are available to demonstrate compliance with Class B criteria for sewage sludge.

Alternative 1

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

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

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

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

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

- i. Prior to use or disposal, all the sewage sludge must have been generated from a single location, except as provided in paragraph v. below;
- ii. Prior to any off-site transportation or on-site use or disposal of any sewage sludge generated at a wastewater treatment facility, the chief certified operator of the wastewater treatment facility or other responsible official who manages the processes to significantly reduce pathogens at the wastewater treatment facility for the permittee, shall certify that the sewage sludge underwent at least the minimum operational requirements necessary in order to meet one of the PSRP. The acceptable processes and the minimum operational and record keeping requirements shall be in accordance with established U.S. Environmental Protection Agency final guidance;
- iii. All certification records and operational records describing how the requirements of this paragraph were met shall be kept by the generator for a minimum of three years and be available for inspection by commission staff for review;
- iv. The Executive Director will accept from the U.S. Environmental Protection Agency a finding of equivalency to the defined PSRP; and

- v. If the sewage sludge is generated from a mixture of sources resulting from a person who prepares sewage sludge from more than one wastewater treatment facility, the resulting derived product shall meet one of the Processes to Significantly Reduce Pathogens, and shall meet the certification, operation, and record keeping requirements of this paragraph.

In addition, the following site restrictions must be met if Class B sludge is land applied:

- i. Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
- ii. Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for 4 months or longer prior to incorporation into the soil.
- iii. Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than 4 months prior to incorporation into the soil.
- iv. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of sewage sludge.
- v. Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
- vi. Turf grown on land where sewage sludge is applied shall not be harvested for 1 year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn.
- vii. Public access to land with a high potential for public exposure shall be restricted for 1 year after application of sewage sludge.
- viii. Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
- ix. Land application of sludge shall be in accordance with the buffer zone requirements found in 30 TAC § 312.44.

#### 4. Vector Attraction Reduction Requirements

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

Alternative 1 - The mass of volatile solids in the sewage sludge shall be reduced by a minimum of 38%.



- Alternative 2 - If Alternative 1 cannot be met for an anaerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge anaerobically in the laboratory in a bench-scale unit for 40 additional days at a temperature between 30° and 37° Celsius. Volatile solids must be reduced by less than 17% to demonstrate compliance.
- Alternative 3 - If Alternative 1 cannot be met for an aerobically digested sludge, demonstration can be made by digesting a portion of the previously digested sludge with percent solids of two percent or less aerobically in the laboratory in a bench-scale unit for 30 additional days at 20° Celsius. Volatile solids must be reduced by less than 15% to demonstrate compliance.
- Alternative 4 - The specific oxygen uptake rate (SOUR) for sewage sludge treated in an aerobic process shall be equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20° Celsius.
- Alternative 5 - Sewage sludge shall be treated in an aerobic process for 14 days or longer. During that time, the temperature of the sewage sludge shall be higher than 40° Celsius and the average temperature of the sewage sludge shall be higher than 45° Celsius.
- Alternative 6 - The pH of sewage sludge shall be raised to 12 or higher by alkali addition and, without the addition of more alkali shall remain at 12 or higher for two hours and then remain at a pH of 11.5 or higher for an additional 22 hours at the time the sewage sludge is prepared for sale or given away in a bag or other container.
- Alternative 7 - The percent solids of sewage sludge that does not contain unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 75% based on the moisture content and total solids prior to mixing with other materials. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.
- Alternative 8 - The percent solids of sewage sludge that contains unstabilized solids generated in a primary wastewater treatment process shall be equal to or greater than 90% based on the moisture content and total solids prior to mixing with other materials at the time the sludge is used. Unstabilized solids are defined as organic materials in sewage sludge that have not been treated in either an aerobic or anaerobic treatment process.
- Alternative 9 -
- i. Sewage sludge shall be injected below the surface of the land.
  - ii. No significant amount of the sewage sludge shall be present on the land surface within one hour after the sewage sludge is injected.
  - iii. When sewage sludge that is injected below the surface of the land

is Class A with respect to pathogens, the sewage sludge shall be injected below the land surface within eight hours after being discharged from the pathogen treatment process.

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

### C. Monitoring Requirements

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

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

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

(\*) *The amount of bulk sewage sludge applied to the land (dry weight basis).*

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

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

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

**A. Pollutant Limits**

Table 2

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

Table 3

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

\*Dry weight basis

**B. Pathogen Control**

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

**Management Practices**

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

**D. Notification Requirements**

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

**E. Record keeping Requirements**

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

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

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

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

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

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

#### **F. Reporting Requirements**

The permittee shall report annually to the TCEQ Regional Office (MC Region 4) and Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division, by September 30 of each year the following information:

1. Results of tests performed for pollutants found in either Table 2 or 3 as appropriate for the permittee's land application practices.
2. The frequency of monitoring listed in Section I.C. that applies to the permittee.
3. Toxicity Characteristic Leaching Procedure (TCLP) results.
4. Identity of hauler(s) and TCEQ transporter number.
5. PCB concentration in sludge in mg/kg.
6. Date(s) of disposal.
7. Owner of disposal site(s).
8. Texas Commission on Environmental Quality registration number, if applicable.
9. Amount of sludge disposal dry weight (lbs/acre) at each disposal site.
10. The concentration (mg/kg) in the sludge of each pollutant listed in Table 1 (defined as a monthly average) as well as the applicable pollutant concentration criteria (mg/kg) listed in Table 3 above, or the applicable pollutant loading rate limit (lbs/acre) listed in Table 2 above if it exceeds 90% of the limit.
11. Level of pathogen reduction achieved (Class A or Class B).
12. Alternative used as listed in Section I.B.3.(a. or b.). Alternatives describe how the pathogen reduction requirements are met. If Class B sludge, include information on how site restrictions were met.
13. Vector attraction reduction alternative used as listed in Section I.B.4.
14. Annual sludge production in dry tons/year.
15. Amount of sludge land applied in dry tons/year.
16. The certification statement listed in either 30 TAC § 312.47(a)(4)(A)(ii) or 30 TAC § 312.47(a)(5)(A)(ii) as applicable to the permittee's sludge treatment activities, shall be attached to the annual reporting form.
17. When the amount of any pollutant applied to the land exceeds 90% of the cumulative pollutant loading rate for that pollutant, as described in Table 2, the permittee shall report the following information as an attachment to the annual reporting form.

- a. The location, by street address, and specific latitude and longitude.
- b. The number of acres in each site on which bulk sewage sludge is applied.
- c. The date and time bulk sewage sludge is applied to each site.
- d. The cumulative amount of each pollutant (i.e., pounds/acre) listed in Table 2 in the bulk sewage sludge applied to each site.
- e. The amount of sewage sludge (i.e., dry tons) applied to each site.

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

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

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

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

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

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

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



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

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

G. Reporting Requirements

The permittee shall report annually to the TCEQ Regional Office (MC Region 4) and Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 30 of each year the following information:

1. Toxicity Characteristic Leaching Procedure (TCLP) results.
2. Annual sludge production in dry tons/year.
3. Amount of sludge disposed in a municipal solid waste landfill in dry tons/year.
4. Amount of sludge transported interstate in dry tons/year.
5. A certification that the sewage sludge meets the requirements of 30 TAC § 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
6. Identity of hauler(s) and transporter registration number.
7. Owner of disposal site(s).
8. Location of disposal site(s).
9. Date(s) of disposal.

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

**OTHER REQUIREMENTS**

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

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

2. The facility is not located in the Coastal Management Program boundary.
3. The permittee is hereby placed on notice that this permit may be reviewed by the TCEQ after the completion of any new intensive water quality survey on Segment No. 0826 of the Trinity River Basin and any subsequent updating of the water quality model for Segment No. 0826, in order to determine if the limitations and conditions contained herein are consistent with any such revised model. The permit may be amended, pursuant to 30 TAC §305.62, as a result of such review. The permittee is also hereby placed on notice that effluent limits may be made more stringent at renewal based on, for example, any change to modeling protocol approved in the TCEQ Continuing Planning Process.
4. The permittee has obtained confirmation from the U.S. Army Corps of Engineers that legal restrictions exist for the area to the west of the wastewater treatment facility which prohibit the construction of residential structures. This satisfies the buffer zone requirement in 30 TAC Section 309.13(e). Documentation of this confirmation shall be kept on file at the wastewater treatment facility site. The permittee shall comply with the requirements of 30 TAC Section 309.13 (a) through (d). See Attachment A.
5. There is no mixing zone established for this discharge to an intermittent stream. Acute toxic criteria apply at the point of discharge.
6. The permittee is also authorized to discharge:
  - a. from Outfall 101 into Lake A; thence via pipeline to Marshall Branch; thence to Grapevine Lake in Segment No. 0826 of the Trinity River Basin;
  - b. from Outfall 201 into Lake B; thence into an unnamed tributary; thence to Grapevine Lake in Segment No. 0826 of the Trinity River Basin; the permittee is authorized to discharge a maximum of 0.75 MGD to Lake B;
  - c. from Outfall 401 via the pipeline distribution system to Marshall Branch.

The discharge from the wastewater treatment plant after disinfection, but prior to entering

the distribution system to the Lakes or Marshall Branch is Outfall 001. The locations and point of discharge for Outfalls 001, 101, 201 and 401 are shown on Attachment B.

7. The permittee shall monitor and report on a monthly basis the following for Outfalls 101, 201 and 401:
  - a. the number of days of discharge;
  - b. the daily average flow;
  - c. the maximum daily flow.
8. The permittee shall provide facilities for the protection of its wastewater treatment facilities from a 100-year flood.
9. In accordance with 30 TAC §319.9, a permittee that has at least twelve months of uninterrupted compliance with its bacteria limit may notify the commission in writing of its compliance and request a less frequent measurement schedule. To request a less frequent schedule, the permittee shall submit a written request to the TCEQ Wastewater Permitting Section (MC 148) for each phase that includes a different monitoring frequency. The request must contain all of the reported bacteria values (Daily Avg. and Daily Max/Single Grab) for the twelve consecutive months immediately prior to the request. If the Executive Director finds that a less frequent measurement schedule is protective of human health and the environment, the permittee will be given a less frequent measurement schedule. For this permit, daily will be reduced to 5/week. **A violation of any bacteria limit by a facility that has been granted a less frequent measurement schedule will require the permittee to return to the standard frequency schedule**, and the permittee may not apply for another reduction in measurement frequency for at least 24 months from the date of the last violation. The Executive Director may establish a more frequent measurement schedule if necessary to protect human health or the environment.
10. The permittee is authorized to use the treated effluent from this facility to irrigate 416.91 acres of the Trophy Club Country Club Golf Course according to the following provisions, (see Attachment B):
  - a. Irrigation practices shall be designed and managed so as to prevent ponding of effluent or contamination of ground and surface waters and to prevent the occurrence of nuisance conditions in the area. Tailwater control facilities shall be provided as necessary to prevent the discharge of any wastewater from the irrigated land.
  - b. Application rates for the irrigated land shall not exceed 2.5 acre-feet/acre/year. The permittee is responsible for providing equipment to determine application rates and maintaining accurate records of the volume of effluent applied as irrigation water. These records shall be available for review by the TCEQ and shall be maintained on-site for at least three years.
  - c. Holding ponds shall conform to the TCEQ "Design Criteria for Sewerage Systems" requirements for stabilization ponds with regard to construction and levee design, and a minimum of 2 feet of freeboard shall be maintained.
  - d. An annual analysis of a representative soil sample taken from the root zone of the irrigated site shall be made. Each soil boring shall be separated into three samples according to the following depth zones: 0 to 6 inches, 6 to 18 inches and 18 to 30 inches below the ground surface. Each zone shall be thoroughly mixed prior to being analyzed.

Sampling procedures shall employ accepted techniques of soil science for obtaining representative analytical results. Analysis shall be performed for pH, total nitrogen, potassium, phosphorus and conductivity.

The permittee shall submit the results of the soil sample analyses to the TCEQ Regional Office (MC Region 4) and Water Quality Management Information Systems Team (MC 224) of the Enforcement Division during September of each year.

- e. The permittee shall maintain a long term contract with the owner(s) of any irrigated land which is authorized for use in this permit, or own the land authorized for irrigation.
  - f. If the effluent is to be transferred to a holding pond or tank, chlorination prior to the effluent being delivered into the irrigation system will be required. A trace chlorine residual shall be maintained in the effluent at the point of irrigation application.
  - g. Adequate signs shall be erected stating that the irrigation water is from a non-potable water supply. Said signs shall consist of a red slash superimposed over the international symbol for drinking water accompanied by the message "Do not drink the water" in both English and Spanish. All piping transporting the effluent shall be clearly marked with these same signs.
  - h. Spray fixtures for the irrigation system shall be of such design that they cannot be operated by unauthorized personnel.
  - i. Irrigation with effluent shall be accomplished only when the area specified is not in use.
  - j. Permanent transmission lines shall be installed from the holding pond to each tract of land to be irrigated utilizing effluent from that pond.
  - k. The applicant shall to the fullest extent possible utilize all of the treated wastewater effluent from the treatment facilities for irrigation.
11. Violations of daily maximum limitations for the following pollutants shall be reported orally or by facsimile to TCEQ Region 4 within 24 hours from the time the permittee becomes aware of the violation followed by a written report within five working days to TCEQ Region 4 and the Enforcement Division (MC 224).

POLLUTANT	MAL, mg/l
Nitrate-Nitrogen	1.0

Test methods utilized shall be sensitive enough to demonstrate compliance with the permit effluent limitations. Permit compliance/noncompliance determinations will be based on the effluent limitations contained in this permit with consideration given to the MAL for the parameters specified above.

When an analysis of an effluent sample for any of the parameters listed above indicates no detectable levels above the MAL and the test method detection level is as sensitive as the specified MAL, a value of zero (0) shall be used for that measurement when determining calculations and reporting requirements for the self-reporting form. This applies to determinations of daily maximum concentration, calculations of loading and daily averages, and other reportable results.

When a reported value is zero (0) based on this MAL provision, the permittee shall submit the following statement with the self-reporting form either as a separate attachment to the form or as a statement in the comments section of the form.

"The reported value(s) of zero (0) for [list parameter(s)] on the self-reporting form for [monitoring period date range] is based on the following conditions: 1) the analytical method used had a method detection level as sensitive as the MAL specified in the permit, and 2) the analytical results contained no detectable levels above the specified MAL."

When an analysis of an effluent sample for a parameter indicates no detectable levels and the test method detection level is not as sensitive as the MAL specified in the permit, or an MAL is not specified in the permit for that parameter, the level of detection achieved shall be used for that measurement when determining calculations and reporting requirements for the self-reporting form. A zero (0) may not be used.

12. POLLUTANT	MAL, mg/l
Total Copper	0.010

When an analysis of an effluent sample for any of the parameters listed above indicates no detectable levels above the MAL and the test method detection level is as sensitive as the specified MAL, a value of zero (0) shall be used for that measurement when determining calculations and reporting requirements for the self-reporting form. This applies to determinations of daily maximum concentration, calculations of loading and daily averages, and other reportable results.

When a reported value is zero (0) based on this MAL provision, the permittee shall submit the following statement with the self-reporting form either as a separate attachment to the form or as a statement in the comments section of the form.

"The reported value(s) of zero (0) for [list parameter(s)] on the self-reporting form for [monitoring period date range] is based on the following conditions: 1) the analytical method used had a method detection level as sensitive as the MAL specified in the permit, and 2) the analytical results contained no detectable levels above the specified MAL."

When an analysis of an effluent sample for a parameter indicates no detectable levels and the test method detection level is not as sensitive as the MAL specified in the permit, or an MAL is not specified in the permit for that parameter, the level of detection achieved shall be used for that measurement when determining calculations and reporting requirements for the self-reporting form. A zero (0) may not be used.

**CONTRIBUTING INDUSTRIES AND PRETREATMENT REQUIREMENTS**

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

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

Revised July 2007

**BIOMONITORING REQUIREMENTS****CHRONIC BIOMONITORING REQUIREMENTS: FRESHWATER**

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

1. **Scope, Frequency and Methodology**

- a. The permittee shall test the effluent for toxicity in accordance with the provisions below. Such testing will determine if an appropriately dilute effluent sample adversely affects the survival, reproduction, or growth of the test organisms.
- b. The permittee shall conduct the following toxicity tests utilizing the test organisms, procedures and quality assurance requirements specified in this Part of the permit and in accordance with "Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, Fourth Edition (EPA-821-R-02-013), or its most recent update:
  - 1) Chronic static renewal survival and reproduction test using the water flea (*Ceriodaphnia dubia*) (Method 1002.0). This test should be terminated when 60% of the surviving adults in the control produce three broods or at the end of eight days, whichever comes first. This test shall be conducted once per quarter.
  - 2) Chronic static renewal 7-day larval survival and growth test using the fathead minnow (*Pimephales promelas*) (Method 1000.0). A minimum of five replicates with eight organisms per replicate shall be used in the control and in each dilution. This test shall be conducted once per quarter.

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

- c. The permittee shall use five effluent dilution concentrations and a control in each toxicity test. These additional effluent concentrations are 32%, 42%, 56%, 75%, and 100% effluent. The critical dilution, defined as 100% effluent, is the effluent concentration representative of the proportion of effluent in the receiving water during critical low flow or critical mixing conditions.
- d. This permit may be amended to require a WET limit, Chemical-Specific (CS) effluent limits, a Best Management Practice (BMP), or other appropriate actions to address toxicity. The permittee may be required to conduct a Toxicity Reduction Evaluation after multiple toxic events.
- e. **Testing Frequency Reduction**
  - 1) If none of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee may submit this information in writing



and, upon approval, reduce the testing frequency to once per six months for the invertebrate test species and once per year for the vertebrate test species.

- 2) If one or more of the first four consecutive quarterly tests demonstrates significant toxicity, the permittee shall continue quarterly testing for that species until the permit is reissued. If a testing frequency reduction had been previously granted and a subsequent test demonstrates significant toxicity, the permittee will resume a quarterly testing frequency for that species until the permit is reissued.

2. Required Toxicity Testing Conditions

- a. Test Acceptance - The permittee shall repeat any toxicity test, including the control and all effluent dilutions, which fail to meet the following criteria:
  - 1) a control mean survival of 80% or greater;
  - 2) a control mean number of water flea neonates per surviving adult of 15 or greater;
  - 3) a control mean dry weight of surviving fathead minnow larvae of 0.25 mg or greater;
  - 4) a control Coefficient of Variation percent (CV%) of 40 or less between replicates for the young of surviving females in the water flea reproduction and survival test; and the growth and survival endpoints in the fathead minnow growth and survival test.
  - 5) a critical dilution CV% of 40 or less for young of surviving females in the water flea reproduction and survival test; and the growth and survival endpoints for the fathead minnow growth and survival test. However, if statistically significant lethal or nonlethal effects are exhibited at the critical dilution, a CV% greater than 40 shall not invalidate the test.
  - 6) a Percent Minimum Significant Difference of 47 or less for water flea reproduction;
  - 7) a Percent Minimum Significant Difference of 30 or less for fathead minnow growth.
- b. Statistical Interpretation
  - 1) For the water flea survival test, the statistical analyses used to determine if there is a significant difference between the control and an effluent dilution shall be Fisher's Exact Test as described in the manual referenced above, or its most recent update.
  - 2) For the water flea reproduction test and the fathead minnow larval survival and growth tests, the statistical analyses used to determine if there is a significant difference between the control and an effluent

dilution shall be in accordance with the manual referenced above, or its most recent update.

- 3) The permittee is responsible for reviewing test concentration-response relationships to ensure that calculated test-results are interpreted and reported correctly. The EPA manual, "Method Guidance and Recommendation for Whole Effluent Toxicity (WET) Testing (40 CFR Part 136)" (EPA 821-B-00-004), provides guidance on determining the validity of test results.
- 4) If significant lethality is demonstrated (that is, there is a statistically significant difference in survival at the critical dilution when compared to the control), the conditions of test acceptability are met, and the survival of the test organisms are equal to or greater than 80% in the critical dilution and all dilutions below that, then the permittee shall report a survival No Observed Effect Concentration (NOEC) of not less than the critical dilution for the reporting requirements.
- 5) The NOEC is defined as the greatest effluent dilution at which no significant effect is demonstrated. The Lowest Observed Effect Concentration (LOEC) is defined as the lowest effluent dilution at which a significant effect is demonstrated. A significant effect is herein defined as a statistically significant difference at the 95% confidence level between the survival, reproduction, or growth of the test organism(s) in a specified effluent dilution compared to the survival, reproduction, or growth of the test organism(s) in the control (0% effluent).
- 6) The use of NOECs and LOECs assumes either a monotonic (continuous) concentration-response relationship or a threshold model of the concentration-response relationship. For any test result that demonstrates a non-monotonic (non-continuous) response, the NOEC should be determined based on the guidance manual referenced in Item 3 above.
- 7) Pursuant to the responsibility assigned to the permittee in Part 2.b.3), test results that demonstrate a non-monotonic (non-continuous) concentration-response relationship may be submitted, prior to the due date, for technical review. The above-referenced guidance manual will be used when making a determination of test acceptability.
- 8) Staff will review test results for consistency with rules, procedures, and permit requirements.

c. Dilution Water

- 1) Dilution water used in the toxicity tests shall be the receiving water collected as close to the point of discharge as possible but unaffected by the discharge.
- 2) Where the receiving water proves unsatisfactory as a result of pre-existing instream toxicity (i.e., fails to fulfill the test acceptance criteria of item

2.a.), the permittee may substitute synthetic dilution water for the receiving water in all subsequent tests provided the unacceptable receiving water test met the following stipulations:

- a) a synthetic lab water control was performed (in addition to the receiving water control) which fulfilled the test acceptance requirements of item 2.a;
  - b) the test indicating receiving water toxicity was carried out to completion (i.e., 7 days);
  - c) the permittee submitted all test results indicating receiving water toxicity with the reports and information required in Part 3 of this Section.
- 3) The synthetic dilution water shall consist of standard, moderately hard, reconstituted water. Upon approval, the permittee may substitute other appropriate dilution water with chemical and physical characteristics similar to that of the receiving water.

d. Samples and Composites

- 1) The permittee shall collect a minimum of three composite samples from Outfall 001. The second and third composite samples will be used for the renewal of the dilution concentrations for each toxicity test.
- 2) The permittee shall collect the composite samples such that the samples are representative of any periodic episode of chlorination, biocide usage, or other potentially toxic substance discharged on an intermittent basis.
- 3) The permittee shall initiate the toxicity tests within 36 hours after collection of the last portion of the first composite sample. The holding time for any subsequent composite sample shall not exceed 72 hours. Samples shall be maintained at a temperature of 0-6 degrees Centigrade during collection, shipping, and storage.
- 4) If Outfall 001 ceases discharging during the collection of effluent samples, the requirements for the minimum number of effluent samples, the minimum numbers of effluent portions, and the sample holding time, are waived during that sampling period. However, the permittee must have collected an effluent composite sample volume sufficient to complete the required toxicity tests with renewal of the effluent. When possible, the effluent samples used for the toxicity tests shall be collected on separate days if the discharge occurs over multiple days. The sample collection duration and the static renewal protocol associated with the abbreviated sample collection must be documented in the full report.
- 5) The effluent samples shall not be dechlorinated after sample collection.

3. Reporting

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

- a. The permittee shall prepare a full report of the results of all tests conducted in accordance with the manual referenced above, or its most recent update, for every valid and invalid toxicity test initiated whether carried to completion or not.
- b. The permittee shall routinely report the results of each biomonitoring test on the Table 1 forms provided with this permit.
  - 1) Annual biomonitoring test results are due on or before January 20th for biomonitoring conducted during the previous 12 month period.
  - 2) Semiannual biomonitoring test results are due on or before July 20th and January 20th for biomonitoring conducted during the previous 6 month period.
  - 3) Quarterly biomonitoring test results are due on or before April 20th, July 20th, October 20th, and January 20th, for biomonitoring conducted during the previous calendar quarter.
  - 4) Monthly biomonitoring test results are due on or before the 20th day of the month following sampling.
- c. Enter the following codes for the appropriate parameters for valid tests only:
  - 1) For the water flea, Parameter TLP3B, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 2) For the water flea, Parameter TOP3B, report the NOEC for survival.
  - 3) For the water flea, Parameter TXP3B, report the LOEC for survival.
  - 4) For the water flea, Parameter TWP3B, enter a "1" if the NOEC for reproduction is less than the critical dilution; otherwise, enter a "0."
  - 5) For the water flea, Parameter TPP3B, report the NOEC for reproduction.
  - 6) For the water flea, Parameter TYP3B, report the LOEC for reproduction.
  - 7) For the fathead minnow, Parameter TLP6C, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 8) For the fathead minnow, Parameter TOP6C, report the NOEC for survival.
  - 9) For the fathead minnow, Parameter TXP6C, report the LOEC for survival.
  - 10) For the fathead minnow, Parameter TWP6C, enter a "1" if the NOEC for growth is less than the critical dilution; otherwise, enter a "0."

- 11) For the fathead minnow, Parameter TPP6C, report the NOEC for growth.
  - 12) For the fathead minnow, Parameter TYP6C, report the LOEC for growth
- d. Enter the following codes for retests only:
- 1) For retest number 1, Parameter 22415, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."
  - 2) For retest number 2, Parameter 22416, enter a "1" if the NOEC for survival is less than the critical dilution; otherwise, enter a "0."

#### 4. Persistent Toxicity

The requirements of this Part apply only when a test demonstrates a significant effect at the critical dilution. A significant effect is defined as a statistically significant difference, at the 95% confidence level, between a specified endpoint (survival, growth, or reproduction) of the test organism in a specified effluent dilution when compared to the specified endpoint of the test organism in the control. Significant lethality is defined as a statistically significant difference in survival at the critical dilution when compared to the survival of the test organism in the control. Significant sublethality is defined as a statistically significant difference in growth/reproduction at the critical dilution when compared to the growth/reproduction of the test organism in the control.

- a. The permittee shall conduct a total of 2 additional tests (retests) for any species that demonstrates a significant effect (lethal or sublethal) at the critical dilution. The two retests shall be conducted monthly during the next two consecutive months. The permittee shall not substitute either of the two retests in lieu of routine toxicity testing. All reports shall be submitted within 20 days of test completion. Test completion is defined as the last day of the test. The retests shall also be reported on the DMRs as specified in Part 3.d.
- b. If the retests are performed due to a demonstration of significant lethality, and one or both of the two retests specified in item 4.a. demonstrates significant lethality, the permittee shall initiate the TRE requirements as specified in Part 5. The provisions of item 4.a. are suspended upon completion of the two retests and submittal of the TRE Action Plan and Schedule defined in Part 5.  
  
If neither test demonstrates significant lethality and the permittee is testing under the reduced testing frequency provision of Part 1.e., the permittee shall return to a quarterly testing frequency for that species.
- c. If the two retests are performed due to a demonstration of significant sublethality, and one or both of the two retests specified in item 4.a. demonstrates significant lethality, the permittee shall again perform two retests as stipulated in item 4.a.
- d. If the two retests are performed due to a demonstration of significant sublethality, and neither test demonstrates significant lethality, the permittee shall continue testing at the quarterly frequency.

- e. Regardless of whether retesting for lethal or sublethal effects, or a combination of the two, no more than one retest per month is required for a species.

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, or within 45 days of being so instructed due to multiple toxic events, the permittee shall submit a General Outline for initiating a Toxicity Reduction Evaluation (TRE). The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and/or effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, or within 90 days of being so instructed due to multiple toxic events, the permittee shall submit a TRE Action Plan and Schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analysis to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE Action Plan shall lead to the successful elimination of significant lethality for both test species defined in item 1.b. As a minimum, the TRE Action Plan shall include the following:
  - 1) Specific Activities - The TRE Action Plan shall specify the approach the permittee intends to utilize in conducting the TRE, including toxicity characterizations, identifications, confirmations, source evaluations, treatability studies, and/or alternative approaches. When conducting characterization analyses, the permittee shall perform multiple characterizations and follow the procedures specified in the document entitled, "Toxicity Identification Evaluation: Characterization of Chronically Toxic Effluents, Phase I" (EPA/600/6-91/005F), or alternate procedures. The permittee shall perform multiple identifications and follow the methods specified in the documents entitled, "Methods for Aquatic Toxicity Identification Evaluations, Phase II Toxicity Identification Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/080) and "Methods for Aquatic Toxicity Identification Evaluations, Phase III Toxicity Confirmation Procedures for Samples Exhibiting Acute and Chronic Toxicity" (EPA/600/R-92/081). All characterization, identification, and confirmation tests shall be conducted in an orderly and logical progression;
  - 2) Sampling Plan - The TRE Action Plan should describe sampling locations, methods, holding times, chain of custody, and preservation techniques. The effluent sample volume collected for all tests shall be adequate to perform the toxicity characterization/ identification/ confirmation procedures, and chemical-specific analyses when the toxicity tests show significant lethality. Where the permittee has identified or suspects specific pollutant(s) and/or source(s) of effluent toxicity, the permittee shall conduct, concurrent with toxicity testing, chemical-specific analyses for the identified and/or suspected pollutant(s) and/or source(s) of effluent toxicity;
  - 3) Quality Assurance Plan - The TRE Action Plan should address record keeping and

data evaluation, calibration and standardization, baseline tests, system blanks, controls, duplicates, spikes, toxicity persistence in the samples, randomization, reference toxicant control charts, as well as mechanisms to detect artifactual toxicity; and

- 4) Project Organization - The TRE Action Plan should describe the project staff, project manager, consulting engineering services (where applicable), consulting analytical and toxicological services, etc.
- c. Within 30 days of submittal of the TRE Action Plan and Schedule, the permittee shall implement the TRE with due diligence.
- d. The permittee shall submit quarterly TRE Activities Reports concerning the progress of the TRE. The quarterly reports are due on or before April 20th, July 20th, October 20th, and January 20th. The report shall detail information regarding the TRE activities including:
- 1) results and interpretation of any chemical-specific analyses for the identified and/or suspected pollutant(s) performed during the quarter;
  - 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
  - 3) any data and/or substantiating documentation which identifies the pollutant(s) and/or source(s) of effluent toxicity;
  - 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
  - 5) any data which identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to meet no significant lethality at the critical dilution; and
  - 6) any changes to the initial TRE Plan and Schedule that are believed necessary as a result of the TRE findings.

Copies of the TRE Activities Report shall also be submitted to the U.S. EPA Region 6 office.

- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species; testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality (herein as defined below) the permittee may end the TRE. A "cessation of lethality" is defined as no significant lethality for a period of 12 consecutive months with at least monthly testing. At the end of the 12 months, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b. The permittee may only apply the "cessation of lethality" provision once.

This provision accommodates situations where operational errors and upsets,

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

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

- g. The permittee shall complete the TRE and submit a Final Report on the TRE Activities no later than 28 months from the last test day of the retest that confirmed significant lethal effects at the critical dilution. The permittee may petition the Executive Director (in writing) for an extension of the 28-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in their pursuit of the TIE/TRE and must prove that circumstances beyond their control stalled the TIE/TRE. The report shall provide information pertaining to the specific control mechanism(s) selected that will, when implemented, result in reduction of effluent toxicity to no significant lethality at the critical dilution. The report will also provide a specific corrective action schedule for implementing the selected control mechanism(s). A copy of the TRE Final Report shall also be submitted to the U.S. EPA Region 6 office.
- h. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements, where necessary, to require a compliance schedule for implementation of corrective actions, to specify a WET limit, to specify a BMP, and/or to specify CS limits.



TABLE 1 (SHEET 1 OF 4)

## BIOMONITORING REPORTING

## CERIODAPHNIA DUBIA SURVIVAL AND REPRODUCTION

Dates and Times      Date    Time                      Date    Time  
Composites      No. 1 FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
Collected      No. 2 FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
                    No. 3 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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

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

## NUMBER OF YOUNG PRODUCED PER ADULT AT END OF TEST

	Percent effluent (%)					
REP	0%	32%	42%	56%	75%	100%
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
Survival Mean						
Total Mean						
CV%						
PMSD						

\*Coefficient of Variation = standard deviation x 100/mean (calculation based on young of the surviving adults) Designate males (M), and dead females (D), along with number of neonates (x) released prior to death.

TABLE 1 (SHEET 2 OF 4)

## CERIODAPHNIA DUBIA SURVIVAL AND REPRODUCTION TEST

1. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean number of young produced per adult significantly less than the number of young per adult in the control for the % effluent corresponding to significant nonlethal effects?

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

## PERCENT SURVIVAL

Time of Reading	Percent effluent					
	0%	32%	42%	56%	75%	100%
24h						
48h						
End of Test						

2. Fisher's Exact Test:

Is the mean survival at test end significantly less than the control survival for the % effluent corresponding to lethality?

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

3. Enter percent effluent corresponding to each NOEC/LOEC below:

a.) NOEC survival = \_\_\_\_\_ % effluent

b.) LOEC survival = \_\_\_\_\_ % effluent

c.) NOEC reproduction = \_\_\_\_\_ % effluent

d.) LOEC reproduction = \_\_\_\_\_ % effluent

## TABLE 1 (SHEET 3 OF 4)

## BIOMONITORING REPORTING

## FATHEAD MINNOW LARVAE GROWTH AND SURVIVAL

Dates and Times      Date    Time                      Date    Time  
Composites      No. 1 FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
Collected      No. 2 FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
                    No. 3 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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

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

## FATHEAD MINNOW GROWTH DATA

Effluent Concentration	Average Dry Weight in milligrams in replicate chambers					Mean Dry Weight	CV%*
	A	B	C	D	E		
0%							
32%							
42%							
56%							
75%							
100%							
PMSD							

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

1. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean dry weight (growth) at 7 days significantly less than the control's dry weight (growth) for the % effluent corresponding to significant nonlethal effects?

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

TABLE 1 (SHEET 4 OF 4)

## BIOMONITORING REPORTING

## FATHEAD MINNOW GROWTH AND SURVIVAL TEST

## FATHEAD MINNOW SURVIVAL DATA

Effluent Concentration	Percent Survival in replicate chambers					Mean percent survival			CV%*
	A	B	C	D	E	24h	48h	7-day	
0%									
32%									
42%									
56%									
75%									
100%									

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

2. Dunnett's Procedure or Steel's Many-One Rank Test or Wilcoxon Rank Sum Test (with Bonferroni adjustment) or t-test (with Bonferroni adjustment) as appropriate:

Is the mean survival at 7 days significantly less ( $p=0.05$ ) than the control survival for the % effluent corresponding to lethality?

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

3. Enter percent effluent corresponding to each NOEC/LOEC below:

a.) NOEC survival = \_\_\_\_\_ % effluent

b.) LOEC survival = \_\_\_\_\_ % effluent

c.) NOEC growth = \_\_\_\_\_ % effluent

d.) LOEC growth = \_\_\_\_\_ % effluent

24-HOUR ACUTE BIOMONITORING REQUIREMENTS: FRESHWATER

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

1. Scope, Frequency and Methodology

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

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

- c. In addition to an appropriate control, a 100% effluent concentration shall be used in the toxicity tests. Except as discussed in item 2.b., the control and dilution water shall consist of standard, synthetic, moderately hard, reconstituted water.
- d. This permit may be amended to require a WET limit, Chemical-Specific (CS) effluent limits, a Best Management Practice (BMP), or other appropriate actions to address toxicity. The permittee may be required to conduct a Toxicity Reduction Evaluation after multiple toxic events.
- e. As the dilution series specified in the Chronic Biomonitoring Requirements includes a 100% effluent concentration, the results from those tests may fulfill the requirements of this Section; any tests performed in the proper time interval may be substituted. Compliance will be evaluated as specified in item a. The 50% survival in 100% effluent for a 24-hour period standard applies to all tests utilizing a 100% effluent dilution, regardless of whether the results are submitted to comply with the minimum testing frequency defined in item b.

## 2. Required Toxicity Testing Conditions

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

## 3. Reporting

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

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

previous calendar quarter.

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

4. Persistent Mortality

The requirements of this Part apply when a toxicity test demonstrates significant lethality, here defined as a mean mortality of 50% or greater to organisms exposed to the 100% effluent concentration after 24-hours.

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

5. Toxicity Reduction Evaluation

- a. Within 45 days of the retest that demonstrates significant lethality, the permittee shall submit a General Outline for initiating a Toxicity Reduction Evaluation (TRE). The outline shall include, but not be limited to, a description of project personnel, a schedule for obtaining consultants (if needed), a discussion of influent and/or effluent data available for review, a sampling and analytical schedule, and a proposed TRE initiation date.
- b. Within 90 days of the retest that demonstrates significant lethality, the permittee

shall submit a TRE Action Plan and Schedule for conducting a TRE. The plan shall specify the approach and methodology to be used in performing the TRE. A TRE is a step-wise investigation combining toxicity testing with physical and chemical analysis to determine actions necessary to eliminate or reduce effluent toxicity to a level not effecting significant lethality at the critical dilution. The TRE Action Plan shall lead to the successful elimination of significant lethality for both test species defined in item 1.b. As a minimum, the TRE Action Plan shall include the following:

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



information regarding the TRE activities including:

- 1) results and interpretation of any chemical-specific analyses for the identified and/or suspected pollutant(s) performed during the quarter;
- 2) results and interpretation of any characterization, identification, and confirmation tests performed during the quarter;
- 3) any data and/or substantiating documentation which identifies the pollutant(s) and/or source(s) of effluent toxicity;
- 4) results of any studies/evaluations concerning the treatability of the facility's effluent toxicity;
- 5) any data which identifies effluent toxicity control mechanisms that will reduce effluent toxicity to the level necessary to eliminate significant lethality; and
- 6) any changes to the initial TRE Plan and Schedule that are believed necessary as a result of the TRE findings.

Copies of the TRE Activities Report shall also be submitted to the U.S. EPA Region 6 office.

- e. During the TRE, the permittee shall perform, at a minimum, quarterly testing using the more sensitive species; testing for the less sensitive species shall continue at the frequency specified in Part 1.b.
- f. If the effluent ceases to effect significant lethality (herein as defined below) the permittee may end the TRE. A "cessation of lethality" is defined as no significant lethality for a period of 12 consecutive weeks with at least weekly testing. At the end of the 12 weeks, the permittee shall submit a statement of intent to cease the TRE and may then resume the testing frequency specified in Part 1.b. The permittee may only apply the "cessation of lethality" provision once.

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

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

- g. The permittee shall complete the TRE and submit a Final Report on the TRE Activities no later than 18 months from the last test day of the retest that demonstrates significant lethality. The permittee may petition the Executive Director (in writing) for an extension of the 18-month limit. However, to warrant an extension the permittee must have demonstrated due diligence in their pursuit of the TIE/TRE and must prove that circumstances beyond their control stalled the TIE/TRE. The report shall specify the control mechanism(s) that will, when implemented, reduce effluent toxicity as specified in item 5.g. The report will also specify a corrective action schedule for implementing the selected control mechanism(s). A copy of the TRE Final Report shall also be submitted to the U.S. EPA Region 6 office.
- h. Within 3 years of the last day of the test confirming toxicity, the permittee shall comply with 30 TAC §307.6(e)(2)(B), which requires greater than 50% survival of the test organism in 100% effluent at the end of 24-hours. The permittee may petition the Executive Director (in writing) for an extension of the 3-year limit. However, to warrant an extension the permittee must have demonstrated due diligence in their pursuit of the TIE/TRE and must prove that circumstances beyond their control stalled the TIE/TRE.

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

- i. Based upon the results of the TRE and proposed corrective actions, this permit may be amended to modify the biomonitoring requirements where necessary, to require a compliance schedule for implementation of corrective actions, to specify a WET limit, to specify a BMP, and/or to specify a CS limit.

TABLE 2 (SHEET 1 OF 2)

## WATER FLEA SURVIVAL

## GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

## PERCENT SURVIVAL

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

Enter percent effluent corresponding to the LC50 below:

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

TABLE 2 (SHEET 2 OF 2)

## PATHEAD MINNOW SURVIVAL

## GENERAL INFORMATION

	Time	Date
Composite Sample Collected		
Test Initiated		

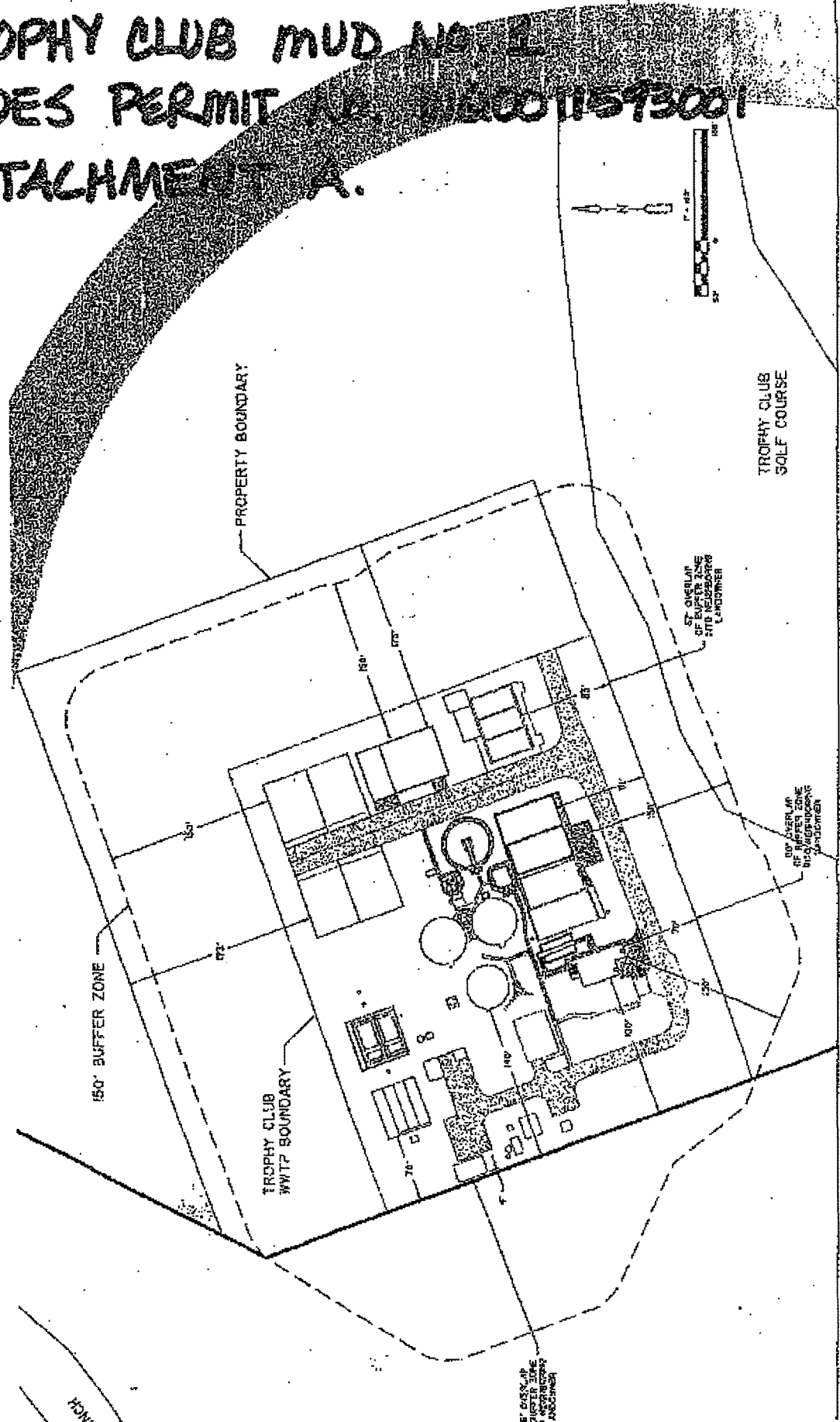
## PERCENT SURVIVAL

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

Enter percent effluent corresponding to the LC50 below:

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

# TROPHY CLUB MUD NO. 2 TPDES PERMIT NO. 000011593001 ATTACHMENT A.

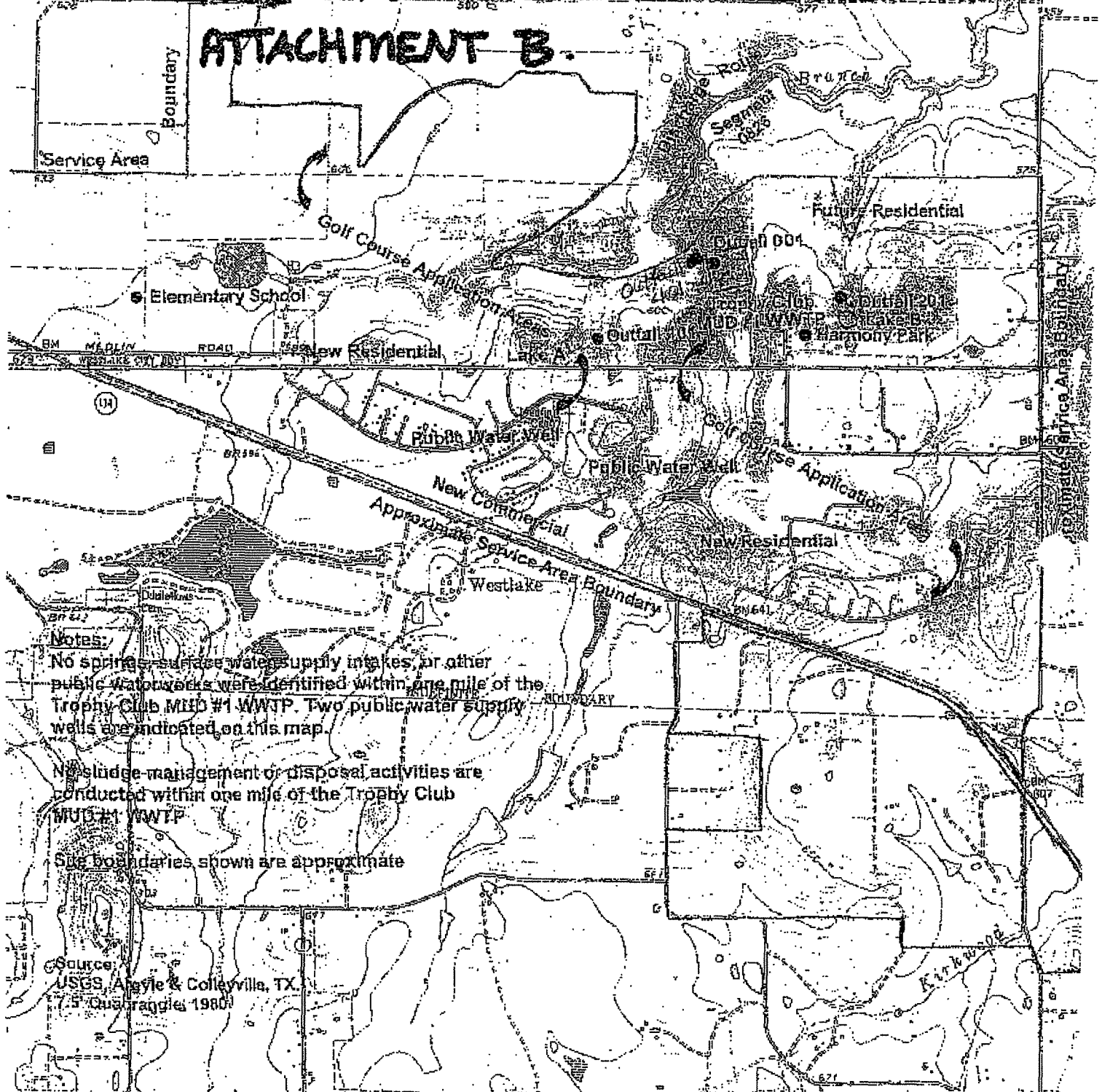


TROPHY CLUB MUD NO. 2, TEXAS  
BUFFER ZONE MAP

# TROPHY CLUB MUD NO. 1

TPDES PERMIT NO. WQ0001543001

## ATTACHMENT B.



TROPHY CLUB MUD NO. 1, TEXAS  
TROPHY CLUB MUD NO. 1 WWTP  
USGS TOPOGRAPHIC MAP

ITEM 5.g.

Exhibit C

**Effluent Line Easement**

(See Attached)

Denton County  
Juli Luke  
County Clerk  
Denton, TX 76202

August 21, 2024 Regular Meeting Agenda Packet



70 2015 00116977

Instrument Number: 2015-116977

Recorded On: October 07, 2015  
As  
Easement

Parties: CLUBCORP GOLF OF TEXAS

To

Billable Pages: 12

Number of Pages: 12

Comment:

( Parties listed above are for Clerks reference only )

**\*\* THIS IS NOT A BILL \*\***

Easement	70.00
Total Recording:	70.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2015-116977  
Receipt Number: 1346723  
Recorded Date/Time: October 07, 2015 12:08:25P

**Record and Return To:**

DISTRICT SECRETARY  
100 MUNICIPAL DR  
TROPHY CLUB TX 76262

User / Station: J Baker - Cash Station 4



THE STATE OF TEXAS }  
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk  
Denton County, Texas





Easement Tract (Lake B): The area fifteen feet (15') in width and depicted and described on Exhibit B attached hereto and made part hereof.

**PROJECT:** Treated wastewater effluent supply lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantee constructs any additional effluent line or lines on the Property in the future, any such line or lines shall be constructed adjacent to and generally parallel with the existing effluent supply line and shall be placed within the Easement Tracts.

**Other Rights Granted to Grantee:** Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the Easement Tracts, and over other adjacent portions of the Property subject to the terms and conditions set forth below; (2) the reasonable right from time to time to remove any and all obstructions within the Easement Tracts that may injure Grantee's facilities and appurtenances within the Easement Tracts or interfere with the exercise of Grantee's authorized rights (subject to the terms and conditions hereof, including the obligation of Grantee to repair improvements as provided below); and (3) the right to abandon-in-place any and all effluent supply lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances. Grantee may traverse adjacent portions of the Property for ingress and egress to the Easement Tracts only at the specific locations identified by Grantor's golf course superintendent. Grantee shall not drive vehicles or bring equipment over any playable portion of the golf course, including tees, greens and fairways. Grantee may cross the golf course only between the green area of one golf hole and the tee area of the next golf hole. To the extent available, Grantee shall use public right-of-ways for ingress and egress to the Easement Tracts; for example, the Lake B Easement Tract is accessible from Indian Creek Drive.

**Obligations of Grantee:** By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Easement Tracts and adjacent portions of the Property to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed, at Grantee's sole cost and expense, including, but not limited to repair, restoration and/or replacement of grade, sidewalks, driveways, cart paths, golf course turf, ground cover, plantings and irrigation equipment. Any damage to turf areas of the golf course shall be repaired using sod of the same type as the grass damaged. Grantee will not do any act, or fail to do any act, that will create a hazard to the surface of the lands covered thereby or to the use thereof.

For so long as that certain "Golf Course Irrigation Supply Agreement" between Grantor and Grantee remains in effect, Grantee agrees to exercise its rights under this Easement in accordance with the applicable terms of said agreement. Grantee agrees to undertake reasonable efforts to minimize any disruption to use of the Property as a golf course in connection with undertaking any authorized activities hereunder.

**Rights of Grantor:** Grantor shall have the right to abate any unauthorized use of the Easement or Easement Tracts by Grantee by any lawful method. Grantor, its successors and assigns shall





retain the right to use the Easement Tracts in any manner consistent with the rights granted hereunder, including, but not limited to, for golf course operations and play; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon after the date hereof; and (2) no such use or improvements shall damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Easement. Grantor shall be permitted to maintain any irrigation equipment, golf course improvements, concrete driveway, road and/or cart path existing on the Easement Tracts as of the date hereof. Grantee shall not be responsible for damage caused to any improvements initially placed within the Easement Tracts after the date hereof that materially interfere with Grantee's use and enjoyment of the Easement.

**Representations of Grantor:** Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Easement to Grantee, and that to the best of Grantor's knowledge the conveyance of said easement interest does not violate or conflict with any recorded agreement or instrument relating to the Easement Tracts existing as of the date hereof.

**Exclusivity:** Grantee's rights within the Easement shall be non-exclusive.

**Habendum:** To HAVE AND HOLD the Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

**Successors and Assigns:** The Easement granted hereby and of the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future of any part of the properties across which the Easement Tracts run, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights and obligations hereunder may be assigned in whole or in part to one or more assignees pursuant to valid, recorded instrument.

**Covenant of Grantor:** Grantor covenants that Grantor is the owner of the Property including the Easement Tracts, and that the person signing this Easement is authorized to execute the same on behalf of Grantor.

**Miscellaneous:** The Easement granted herein is subject to all encumbrances, conditions and reservations upon or under which Grantor holds the Easement Tracts, and does not grant any right or interest in or to the Easement Tracts except for the rights and purposes specifically granted herein.

The Easement granted herein shall exist for so long as Grantee continues to use the Project on the Easement Tracts for the purposes set forth herein, it being understood that at such time as the Project is permanently abandoned or removed from the Easement Tracts that this Easement shall terminate and be of no further force and effect.

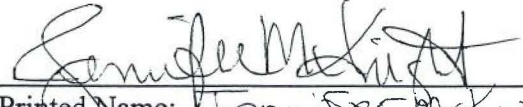
In the event of any controversy, claim or dispute relating to this instrument, the prevailing party shall be entitled to recover its reasonable expenses, attorneys' fees and costs.

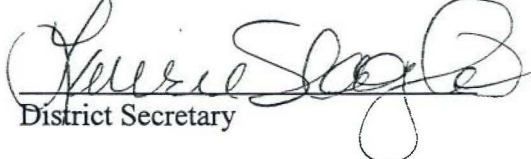


IN WITNESS WHEREOF, the GRANTEE has executed this instrument this 15<sup>th</sup> day of September, 2015.

**GRANTEE:**

TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1

  
Printed Name: Jennifer McKnight  
Title: General Manager

  
District Secretary

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
                                     §  
COUNTY OF DENTON   §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer McKnight, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, as the act and deed of Trophy Club Municipal Utility District No. 1, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of September, 2015.



Kari S. Schultz  
Notary Public, State of Texas  
My Commission Expires: 9-28-15



IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 1<sup>st</sup> day of October, 2015.

GRANTOR:

CLUBCORP GOLF OF TEXAS, L.P.,  
a Texas limited partnership,  
d/b/a Trophy Club Country Club

By: ClubCorp Gen Par of Texas, L.L.C., a  
Delaware limited liability company,  
its General Partner

By: [Signature]  
Name: [Signature]  
Title: Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 1<sup>st</sup> day of October, 2015, by [Signature], as Secretary of ClubCorp GenPar of Texas, L.L.C., a Delaware limited liability company, General Partner of ClubCorp Golf of Texas, L.P., a Texas limited partnership on behalf of said general partner and limited partnership.

(Seal and Expiration)

[Signature]  
Notary Public, State of Texas



**Exhibit A**

Property  
(Legal Description)





**EXHIBIT "A"****15 FOOT WIDE PERMANENT WASTEWATER EASEMENT  
LOT 1, BLOCK 1 TROPHY CLUB, COUNTRY CLUB  
TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS**

Field notes for the description of a 15 Foot Wide Permanent Wastewater Easement tract covering 0.6327 acre (27,561 square feet) of land, being situated in the Mary Medlin Survey, Abstract No. 832 in the Town of Trophy Club, Denton County, Texas, and being part of Lot 1, Block 1 of Trophy Club, Country Club, according to the plat thereof recorded in Cabinet X, Pages 454-465 of the Map Records of Denton County, Texas (M.R.D.C.T.), with said 0.6327 acre (27,561 square foot) tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a point in a northerly line of said Lot 1, Block 1, being the south line of Lot 1A, Block D ("Common Area 2") of Canterbury Hills, Phase 1B, an addition to the Town of Trophy Club, Denton County, Texas according to the plat thereof recorded under Document No. 2013-87 of the Official Records of Denton County, Texas (O.R.D.C.T.) with said point being North 67 degrees 01 minutes 50 seconds East, a distance of 129.94 feet from a 5/8 inch iron rod found marking the southwest corner of Lot 1A, Block D, with said point being in the present northeast Right-of-Way (R.O.W.) line of Indian Creek Drive (having a variable width R.O.W.);

**THENCE** North 67 degrees 01 minutes 50 seconds East, along the common line northerly line of Lot 1, Block 1, and southerly line of Lot 1A, Block D, a distance of 24.65 feet to a point, from which a 5/8 inch iron rod found marking the common corner of Lot 1, Block 1, and Lot 1A, Lot 4, and Lot 5, Block D bears North 67 degrees 01 minutes 50 seconds East, a distance of 44.89 feet, with said point being the point of curvature of a non-tangent curve to the right having a radius point which bears South 15 degrees 58 minute 13 seconds West, a distance of 386.55 feet;

**THENCE** departing said common line and traveling across said Lot 1, Block 1 of Trophy Club, Country Club, and along said non-tangent curve to the right, through a central angle of 20 degrees 06 minutes 50 seconds, having a radius of 386.55 feet, a chord bearing South 63 degrees 58 minutes 22 seconds East at 135.00 feet, and an arc distance of 135.70 feet to the end of said curve, in the southwest line of Lot 6, Block D of said Canterbury Hills, Phase 1B;

**THENCE** South 46 degrees 10 minutes 46 seconds East, along the common east line of Lot 1, Block 1, and the west line of Block D of Canterbury Hills, Phase 1B, a distance of 446.05 feet to a point of curvature of a non-tangent curve to the right having a radius point which bears South 52 degrees 25 minutes 11 seconds West, a distance of 269.07 feet;

**THENCE** departing said common line and traveling generally southeasterly across said Lot 1, Block 1 of Trophy Club, Country Club, the following ten (10) courses and distances:

- 1) Southerly, along said non-tangent curve to the right, through a central angle of 21 degrees 05 minutes 54 seconds, having a radius of 269.07 feet, a chord bearing South 27 degrees 01 minutes 52 seconds East at 98.52 feet, and an arc distance of 99.08 feet to the end of said curve;
- 2) South 17 degrees 57 minutes 59 seconds East, a distance of 165.08 feet to a point from which a 5/8 inch iron rod found with a plastic cap stamped "Jacobs" marking the common southwest corner of Lot 13 and the northwest corner of Lot 14, Block D, bears North 73 degrees 21 minutes 04 seconds East a distance of 30.30 feet;
- 3) South 13 degrees 01 minutes 48 seconds East, a distance of 114.03 feet to a point;
- 4) South 24 degrees 37 minutes 27 seconds East, a distance of 289.79 feet to a point from which a 5/8 inch iron rod found with a plastic cap stamped "Jacobs" marking the southwest corner of Lot 17, Block D, bears North 61 degrees 32 minutes 49 seconds East a distance of 19.15 feet;
- 5) South 28 degrees 40 minutes 19 seconds East, a distance of 228.14 feet to a point;
- 6) South 47 degrees 00 minutes 20 seconds East, a distance of 8.60 feet to a point;
- 7) South 81 degrees 51 minutes 34 seconds East, a distance of 21.44 feet to a point;
- 8) South 89 degrees 06 minutes 46 seconds East, a distance of 100.17 feet to a point;
- 9) North 80 degrees 31 minutes 13 seconds East, a distance of 39.21 feet to a point;
- 10) North 61 degrees 13 minutes 53 seconds East, a distance of 174.56 feet to an ell corner of the herein described tract;



**EXHIBIT *A***

**15 FOOT WIDE PERMANENT WASTEWATER EASEMENT  
LOT 1, BLOCK 1 TROPHY CLUB, COUNTRY CLUB  
TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS**

THENCE South 28 degrees 46 minutes 07 seconds East, a distance of 15.00 feet to an ell corner of the herein described tract;

THENCE traveling generally northwesterly across said Lot 1, Block 1 and at all times being parallel with and 15 feet from the northeasterly line of the herein described tract, the following twelve (12) courses and distances:

- 1) South 61 degrees 13 minutes 53 seconds West, a distance of 177.11 feet to a point;
- 2) South 80 degrees 31 minutes 13 seconds West, a distance of 43.11 feet to a point
- 3) North 89 degrees 06 minutes 46 seconds West, a distance of 102.48 feet to a point;
- 4) North 81 degrees 51 minutes 34 seconds West, a distance of 27.10 feet to a point;
- 5) North 47 degrees 00 minutes 20 seconds West, a distance of 15.73 feet to a point;
- 6) North 28 degrees 40 minutes 19 seconds West, a distance of 231.09 feet to a point;
- 7) North 24 degrees 37 minutes 27 seconds West, a distance of 291.84 feet to a point;
- 8) North 13 degrees 01 minutes 48 seconds West, a distance of 114.91 feet to a point;
- 9) North 17 degrees 57 minutes 59 seconds West for a distance of 164.63 feet to the point of curvature of a non-tangent curve to the left having a radius point which bears South 73 degrees 33 minutes 40 seconds West, a distance of 254.07 feet;
- 10) Northerly, along said non-tangent curve to the left, through a central angle of 20 degrees 53 minutes 27 seconds, having a radius of 254.07 feet, a chord bearing North 26 degrees 53 minutes 03 seconds West at 92.12 feet, and an arc distance of 92.64 feet to the end of said curve;
- 11) North 46 degrees 10 minutes 46 seconds West for a distance of 443.88 feet to the point of curvature of a non-tangent curve to the left having a radius point which bears South 35 degrees 55 minutes 46 seconds West, a distance of 371.55 feet;
- 12) Northerly, along said non-tangent curve to the left, through a central angle of 22 degrees 55 minutes 03 seconds, having a radius of 371.55 feet, a chord bearing North 65 degrees 31 minutes 46 seconds West at 147.63 feet, and an arc distance of 148.61 feet to the **POINT OF BEGINNING.**

CONTAINING within the metes recited 0.6327 acre (27,561 square feet) of land, more or less.

The bearings are based upon the Texas Coordinate System (NAD 83 – North Central Zone) using Global Positioning System (GPS) equipment.

Exhibit drawing herewith accompanies the field note description for the 15 Foot Wide Permanent Wastewater Easement.

I, Eric M. Ward, Registered Professional Land Surveyor No. 6217, State of Texas, do hereby certify that this description and the exhibit attached hereto were prepared from an actual survey of the property preformed on the ground in the month of August, 2015.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED  
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED  
OR RELIED UPON AS A FINAL SURVEY DOCUMENT**

Eric M. Ward  
Registered Professional Land Surveyor  
Texas Registration No. 6217

G:\Projects\23664D TROPHY CLUB EXHIBITS\DOCUMENTS\23664 - Trophy Club Country Club - Perm Wastewater Esmt.docx





**Exhibit B**

Easement Tract (Lake B)  
(Attached)



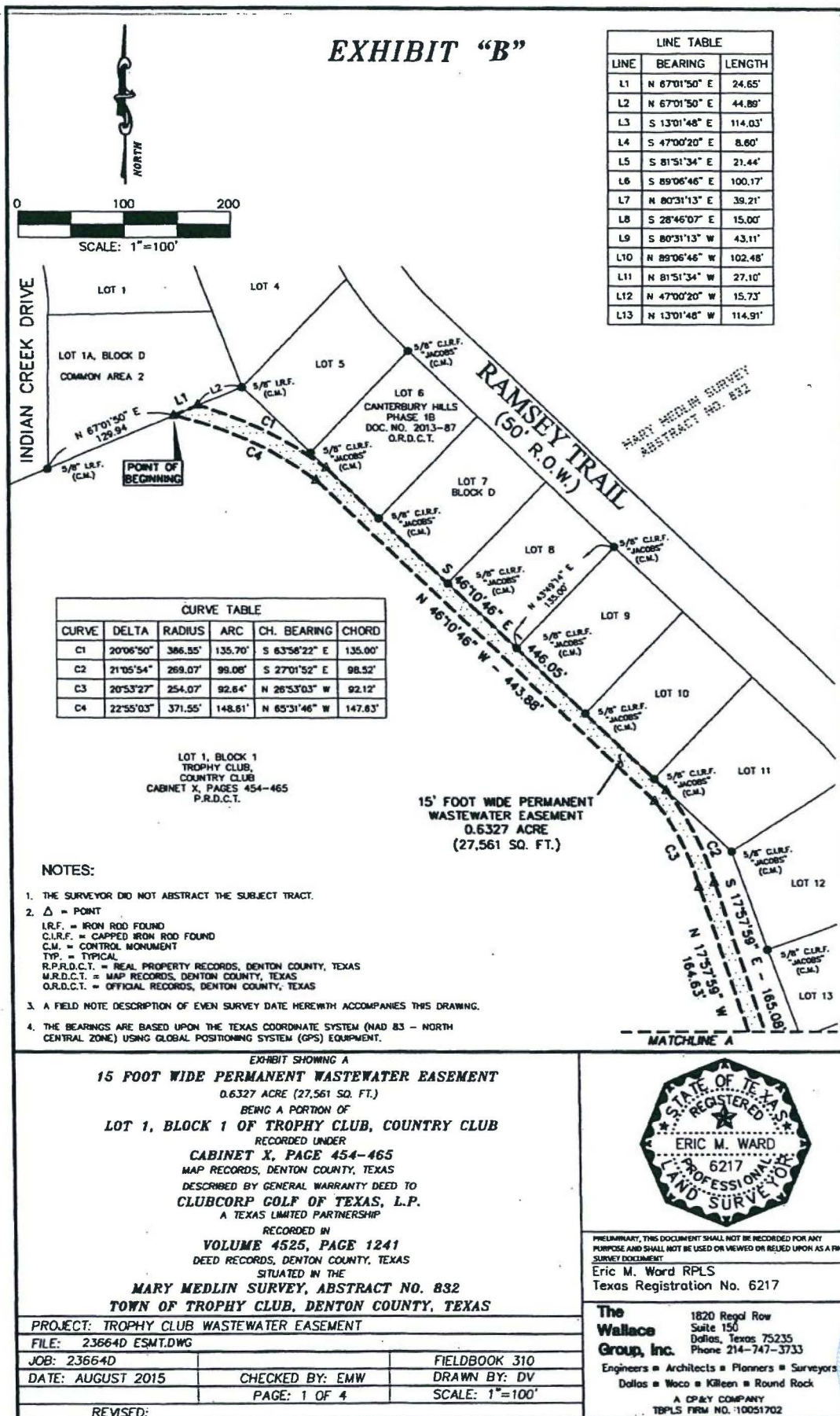
**CERTIFIED A TRUE AND CORRECT COPY  
OF THE RECORD ON FILE IN MY OFFICE**

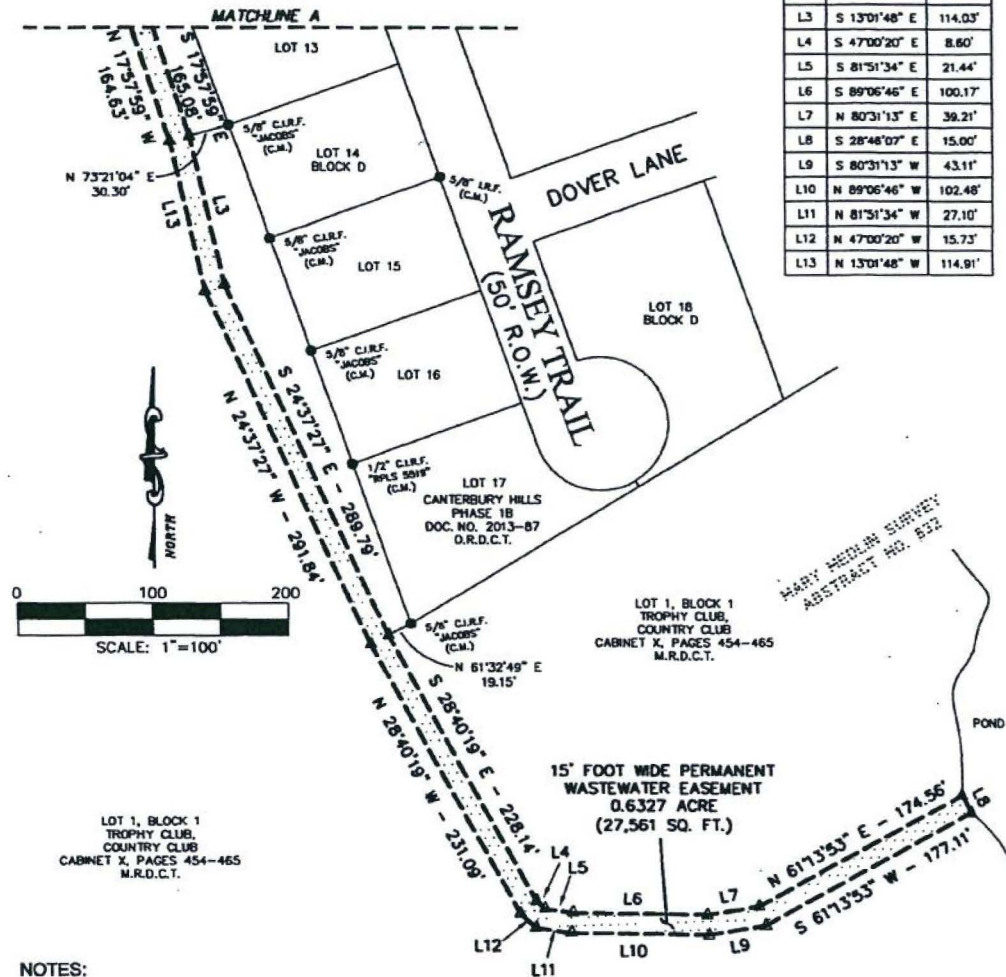
**JULI LUKE**

**DENTON COUNTY CLERK**

**10/7/15**  
**Date**

**By: *Jana Rucker***  
**Deputy Clerk**



**EXHIBIT "B"****NOTES:**

- THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- Δ = POINT  
I.R.F. = IRON ROD FOUND  
C.I.R.F. = CAPPED IRON ROD FOUND  
C.M. = CONTROL MONUMENT  
TYP. = TYPICAL  
R.P.R.D.C.T. = REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS  
M.R.D.C.T. = MAP RECORDS, DENTON COUNTY, TEXAS  
O.R.D.C.T. = OFFICIAL RECORDS, DENTON COUNTY, TEXAS
- A FIELD NOTE DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS DRAWING.
- THE BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM (NAD 83 - NORTH CENTRAL ZONE) USING GLOBAL POSITIONING SYSTEM (GPS) EQUIPMENT.

EXHIBIT SHOWING A  
**15 FOOT WIDE PERMANENT WASTEWATER EASEMENT**  
 0.6327 ACRE (27,561 SQ. FT.)  
 BEING A PORTION OF  
**LOT 1, BLOCK 1 OF TROPHY CLUB, COUNTRY CLUB**  
 RECORDED UNDER  
**CABINET X, PAGE 454-465**  
 MAP RECORDS, DENTON COUNTY, TEXAS  
 DESCRIBED BY GENERAL WARRANTY DEED TO  
**CLUBCORP GOLF OF TEXAS, L.P.**  
 A TEXAS LIMITED PARTNERSHIP  
 RECORDED IN  
**VOLUME 4525, PAGE 1241**  
 DEED RECORDS, DENTON COUNTY, TEXAS  
 SITUATED IN THE  
**MARY MEDLIN SURVEY, ABSTRACT NO. 832**  
**TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS**

PROJECT: TROPHY CLUB WASTEWATER EASEMENT

FILE: 23664D ESM.T.DWG

JOB: 23664D

DATE: AUGUST 2015

CHECKED BY: EMW

PAGE: 2 OF 4

FIELDBOOK 310

DRAWN BY: DV

SCALE: 1"=100'

REVISED:



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT  
 Eric M. Ward RPLS  
 Texas Registration No. 6217

**The Wallace Group, Inc.**

1820 Regal Row  
 Suite 150  
 Dallas, Texas 75235  
 Phone 214-747-3733

Engineers • Architects • Planners • Surveyors  
 Dallas • Waco • Killeen • Round Rock  
 A C&Y COMPANY  
 TBPLS FIRM NO. 10051702

September 2024

▲	Sun	Mon	Tue	Wed	Thu	Fri	Sat
36	Sep 1, 2024	2 Labor Day Office Closed	3	4	5	6	7
37	8	9	10	11	12	13	14
38	15	16	17	18 Board of Directors Reg	19	20	21
39	22	23	24	25	26	27	28
40	29	30	Oct 1	2	3	4	5