

MINUTES OF BOARD OF DIRECTORS MEETING  
JUNE 15, 2021

THE STATE OF TEXAS  
COUNTY OF HARRIS  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

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The Board of Directors (the “*Board*”) of Harris County Municipal Utility District No. 109 (the “*District*”) convened in regular session on Tuesday, June 15, 2021 at 6:00 p.m. via videoconference pursuant to Section 551.125, Texas Gov’t Code as modified by the temporary suspension of certain provisions thereof pursuant to guidelines issued by the Texas Attorney General and approved by the Governor for use during the COVID-19 statewide disaster. A roll call was taken of the persons present:

Owen H. Parker, President  
Chris Green, Vice President  
Cheryl Moore, Secretary  
Robin Sulpizio, Assistant Secretary  
Nancy Frank, Assistant Secretary

All members of the Board were present. Also attending all or parts of the meeting were Ms. Natalie Galgano of Municipal Accounts & Consulting, LP, bookkeeper for the District; Lieutenant Steve Romero and Sergeant Jonathan Morales of Harris County Precinct 4 Constable’s Office; Mr. Tim Spencer of Ad Valorem Appraisals, tax assessor and collector for the District; Mr. Bill Kotlan of BGE, Inc. (“BGE”), engineer for the District; Mr. Clint Gehrke of Water Waste Water Management Services, Inc. (“WWWMS”), operator for the District; and Mr. Dimitri Millas and Ms. Jane Maher of Norton Rose Fulbright US LLP (“NRF”), attorneys for the District.

Pursuant to Section 551.054, Texas Gov’t Code, as modified by the temporary suspension of certain provisions thereof, notice of the meeting was posted on the District’s website within the time limits prescribed by law. The agenda packet was posted on the website as items became available. Certificates of such posting are attached hereto as *Exhibit A*.

**Call to Order.** President Parker called the meeting to order. He noted that the meeting was being held by teleconference in accordance with federal, state and county directives to slow the spread of COVID-19 by avoiding meetings that bring people together. He said the notice of the meeting included a toll-free dial-in number for members of the public to call so they could hear the meeting and address the Board. He noted that the meeting was being recorded and a recording would be available upon public request. President Parker then set out guidelines for the conduct of the meeting. He asked all participants to identify themselves before speaking. He then proceeded with the meeting business:

1. **Public Comments.** There were no public comments.
2. **Minutes.** The Board considered the proposed minutes of a meeting held on May 18, 2021, previously distributed to the Board. Upon motion by Director Green, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the meeting held on May 18, 2021, as presented.
3. **Security Report.** Sergeant Morales reviewed the Security Report for the month of May 2021, a copy of which is attached hereto as *Exhibit B*.

4. **Tax Collector's Report and authorize payment of certain bills.** President Parker recognized Mr. Spencer, who reviewed the Tax Assessor and Collector's Report for the month of May 2021, a copy of which is attached hereto as *Exhibit C*.

Upon motion by Director Sulpizio, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Tax Assessor and Collector's Report and to authorize payment of check numbers 2135 through 2137, from the Tax Account to the persons, in the amounts, and for the purposes listed therein.

5. **Review Bookkeeper's Report.** President Parker recognized Ms. Galgano, who presented to and reviewed with the Board the Bookkeeper's Report, a copy of which is attached hereto as *Exhibit D*. Ms. Galgano reviewed disbursements from the General Operating Fund.

Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Bookkeeper's Report, to authorize payment of the checks in the amounts, to the persons, and for the purposes listed therein and to adopt the Bookkeeper's Report as presented.

6. **Discuss Lake Houston Area Chamber of Commerce dues.** President Parker discussed the membership for Partnership Lake Houston and stated that the membership costs \$350 a year. Mr. Millas stated that the District's funds are authorized for certain purposes. President Parker stated that he would pay the membership fee on behalf of the District.

7. **Engineer's Report.** President Parker recognized Mr. Kotlan, who presented to and reviewed with the Board the Engineer's Report, a copy of which is attached hereto as *Exhibit E*.

Mr. Kotlan stated that the draft Risk Assessment Summary Report for the American Water Infrastructure Act (2018) is complete and that BGE is working on the Emergency Response Plan that is due at the end of the year.

Mr. Kotlan reported on the utility relocations related to the FM 1960 widening and stated that currently, other utilities are relocating in the FM 1960 right-of-way. He noted that when the contractor, Angel Brothers, begins relocating the District water lines and force main, BGE will monitor and coordinate with Inframark.

Mr. Kotlan reported that for the Water Plant No. 2 Expansion, and stated that construction has begun and that BGE is reviewing submittals and preparing a change order for material cost increases and to add the bathroom to the control building. He noted that while the costs for the water plant have increases over what was budgeted several years ago, the District has sufficient surplus funds to cover the change order. He presented a proposal for construction materials testing and observation services from Ninjo & Moore in the amount of \$15,700, a copy of which is attached hereto as *Exhibit F*.

Mr. Kotlan reported on the Barents Drive Lift Station and stated that BGE has all the easements and is waiting for the City of Houston's approval.

Mr. Kotlan stated that the water line extension project has been submitted for the City of Houston's review.

Mr. Kotlan stated that the design of the Wastewater Treatment Plant rehabilitation project is

on hold, and that BGE updated the Stormwater Pollution Prevention Plan per the new Texas Commission on Environmental Quality's ("TCEQ") stormwater discharge permit.

Mr. Kotlan reported on the capacity commitments.

Mr. Kotlan reported on 19715 Oak Branch Court and stated that the District's insurance agent has visited the site and is evaluating the claim.

Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to accept the Engineer's Report and the materials testing and observation services proposal from Ninyo & Moore.

8. **Review Operations Report and authorize repairs.** President Parker recognized Mr. Gehrke, who presented the Operations Report dated June 15, 2021 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit G*. Mr. Gehrke reported that 94.49% of the water pumped was billed for the period May 1, 2021 through May 31, 2021.

Mr. Gehrke reported on various maintenance items.

The Board discussed the delinquent process. It was the consensus of the Board to continue to suspend service disconnections and waive new late payment charges for another month.

Upon motion by Director Frank, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Operations Report and to continue to suspend service disconnections and waive new late payment charges for another month.

9. **Discuss meeting format and meeting locations, and such other matters as may properly come before it.** It was the consensus of the Board to hold the next meeting on July 20, 2021, via videoconference.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, the meeting was adjourned.

\* \* \*

The above and foregoing minutes were passed and approved by the Board of Directors on July 20, 2021.

  
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President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary Board of Directors

## HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

### NOTICE

In light of the Office of the Governor's statewide disaster declaration related to the spread of the COVID-19 virus, and the temporary suspension by the Texas Attorney General of certain provisions of the Texas Open Meetings Act to allow telephonic or videoconference meetings without requiring a physical meeting location open to the public, take notice that the Board of Directors of Harris County Municipal Utility District No. 109 will meet via telephone and videoconference at 6:00 p.m. on Tuesday, June 15, 2021. Meeting documents will be made available at <https://www.waterdistrict109.com/meetings/index.html> prior to the meeting.

**VIDEOCONFERENCE MEETING.** You can join by computer or any smart device with the Zoom app. Join Zoom Meeting:

<https://nortonrosefulbright.zoom.us/j/97141749217>

If you decide not to use the Zoom app you can use the dial-in information below to connect by voice with any phone.

**— DIAL IN INSTRUCTIONS:  
CALL TOLL FREE: 1-346-248-7799  
MEETING ID: 971 4174 9217**

At such meeting, the Board will consider and act on the following matters:

1. Public comments;
2. Approve minutes of the meeting held on May 18, 2021;
3. Report by Harris County Precinct Four Constable and action relating to security;
4. Review Tax Collector's Report and authorize payment of certain bills;
5. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
6. Discuss Lake Houston Area Chamber of Commerce dues and take appropriate action;
7. Review Engineer's Report, including approval of pay estimates, authorization of change orders to pending construction contracts, proposal for construction materials testing and authorize capacity commitments;
8. Approve Operations Report, authorize repairs and approve termination of delinquent accounts in accordance with the District's Rate Order;
9. Discuss meeting format and meeting locations, and such other matters as may properly come before it.



Nathan Rose Fulbright US LLP  
Attorney for District

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive session of the Board should be held or is required in relation to any agenda item included in this Notice, then such closed or executive meeting or session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Notice concerning any and all subjects for any and all purposes permitted by Sections 551.071-551.084 of the Texas Government Code and the Texas Open Meetings Act, including, but not limited to, Section 551.071 - for the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's paralegal at (713) 651-5589 at least three business days prior to the meeting so that appropriate arrangements can be made.

Exhibit A

## **Maher, Jane**

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**From:** Russell Lambert <russ@texasnetwork.com>  
**Sent:** Wednesday, June 9, 2021 9:07 PM  
**To:** Maher, Jane  
**Cc:** The Texas Network  
**Subject:** RE: 109 & AJOB Postings

Posted

<https://www.waterdistrict109.com/meetings/index.html>

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**From:** Maher, Jane <jane.maher@nortonrosefulbright.com>  
**Sent:** Wednesday, June 9, 2021 4:46 PM  
**To:** Russell Lambert <russ@texasnetwork.com>  
**Cc:** The Texas Network <support@texasnetwork.com>  
**Subject:** 109 & AJOB Postings

Hi Russ,

Please post the attached documents in the zip folders to 109's website and return the COPs at your earliest convenience.

Thanks,

**Jane Maher** | Senior Paralegal  
Norton Rose Fulbright US LLP  
1301 McKinney, Suite 5100, Houston, Texas 77010-3095, United States  
Tel +1 713 651 5589 | Fax +1 713 651 5246  
[jane.maher@nortonrosefulbright.com](mailto:jane.maher@nortonrosefulbright.com)

### **NORTON ROSE FULBRIGHT**

*Law around the world*  
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# HARRIS COUNTY CONSTABLE, PRECINCT 4

## CONSTABLE MARK HERMAN

*"Proudly Serving the Citizens of Precinct 4"*

6831 Cypresswood Drive ★ Spring, Texas 77379 ★ (281) 376-3472 ★ www.ConstablePct4.com

Monthly Contract Stats

## HARRIS CO MUNICIPAL UTILITY DIST #109

For May 2021

### Categories

Burglary Habitation: 0	Burglary Vehicle: 2	Theft Habitation: 0
Theft Vehicle: 1	Theft Other: 2	Robbery: 0
Assault: 2	Sexual Assault: 0	Criminal Mischief: 0
Disturbance Family: 9	Disturbance Juvenile: 0	Disturbance Other: 1
Alarms: 34	Suspicious Vehicles: 13	Suspicious Persons: 6
Runaways: 0	Phone Harrassment: 1	Other Calls: 564

### Detailed Statistics By Deputy

Unit Number	Contract Calls	District Calls	Reports Taken	Felony Arrests	Misd Arrests	Tickets Issued	Recovered Property	Charges Filed	Mileage Driven	Days Worked
137	0	3	0	0	0	0	0	0	68	1
E112	57	33	20	0	1	26	0	0	795	16
E113	61	6	4	0	0	16	0	0	824	18
<b>TOTAL</b>	<b>118</b>	<b>42</b>	<b>24</b>	<b>0</b>	<b>1</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>1687</b>	<b>35</b>

### Summary of Events

#### Alarms:

Deputies responded to 34 alarm calls that were cleared as false.

#### Checks:

Deputies conducted a total of 257 combined park checks, neighborhood checks, and other miscellaneous checks.

#### Traffic Enforcement:

Deputies conducted numerous traffic stops and traffic initiatives throughout the contract during the month in the interest of public safety, and in an attempt to reduce the risk of motor vehicle accidents.

5800 FM 1960 Rd. E. – Deputy conducted a Traffic Stop. Investigation revealed the driver did not have a valid license or proof of financial responsibility. The vehicle was towed. Report generated.

Exhibit B

19800 Timber Forest Dr. – Deputy conducted a Traffic Stop. Investigation revealed the driver was in possession of drug paraphernalia. Report generated.

5100 FM 1960 Rd. E. – Deputy conducted a Traffic Stop for a traffic offense. Investigation revealed the driver to display signs of intoxication. Suspect was arrested and charged with DWI. Report generated.

19700 Timber Forest Dr. – Deputy conducted a Traffic Stop for a traffic offense. Investigation revealed the at fault driver of a crash displayed signs of intoxication. Driver was arrested and charged with DWI. Report generated.

19900 Swiftbrook Dr. – Deputy conducted a Traffic Stop for a traffic offense. Investigation revealed driver displayed signs of intoxication. Driver was arrested and charged with DWI. Report generated.

#### Burglary Vehicle:

19600 Alinawood Dr. – Deputies were dispatched to a burglary of motor vehicle. Investigation revealed that unknown suspect(s) made entry into complainant's unlocked vehicle and removed items without consent. Report was completed.

5600 FM 1960 Rd. E – Deputy responded to a Burglary of a Motor vehicle type call. Investigation revealed unknown suspect(s) forced entry into a vehicle removing property from the interior without owners consent then fled in an unknown direction. Report generated.

#### Stolen Vehicle:

5300 FM 1960 Rd. E – Deputy responded to a Stolen Vehicle type call. Investigation revealed unknown suspect(s) took the Complainants vehicle without permission and fled in an unknown direction. Report generated.

#### Theft Other:

4500 FM 1960 Rd. E. – Deputy responded to a Theft from Business. Investigation revealed a customer refused to pay the agreed upon price for services rendered. Report generated

5300 FM 1960 Rd. E – Deputy responded to a Theft from Business type. Investigation revealed Complainant loaned a piece of equipment for use to a known subject. The Complainant then found all of his equipment missing. Report generated.

#### Assault:

20000 Dawn Mist Dr. – Deputy responded to an Assault type call. Investigation revealed 2 juveniles may have had a physical altercation. Report generated.

19900 Burle Oak Dr. – Deputy responded to an Assault type call. Investigation revealed an unknown juvenile threw liquid on the Complainant. Report generated.

#### Disturbance Family:

19700 Burle Oaks Ct. – Deputies responded to location in reference to a family disturbance call. . Investigation revealed that a couple were involved in a verbal altercation which then turned



physical. Deputy contacted the DA's Office who accepted charges and a warrant for suspect's arrest was filed.

5900 Upper Lake Dr – Deputies responded to a family disturbance call. . Investigation revealed that married couple were involved in a verbal altercation which then turned into a minor physical assault. DA's office were contacted and declined charges. Deputy issued Class C assault citations to both parties. Call cleared report.

19600 Spoonwood Dr- Deputies responded to a family disturbance call. . Investigation revealed that a couple were involved in a verbal altercation which escalated to parties fighting over a phone. Both parties refused to files charges. Call cleared report.

20300 Dawn Mist Dr. – Deputy responded to a family disturbance call. Investigation revealed Complainant was physically assault by a family member. Suspect was arrested. Report generated.

19800 Swiftbrook Dr. – Deputy responded to a family disturbance call. Investigation revealed a physical assault between family members occurred outside the jurisdiction of Harris County. Report generated.

5700 Fawn Trail Ln. – Deputy responded to a family disturbance call. . Investigation revealed spouses engaged in a verbal altercation, one claimed physical contact, no charges filed. Report generated.

19900 Bambiwoods Dr. – Deputy responded to a family disturbance call. . Investigation revealed Complainants in-laws verbally insulted her. No charges filed.. Report generated.

20200 Misty Pines Dr. – Deputy responded to a family disturbance call. Investigation revealed family member arrived intoxicated which made another family feel threatened. No charges filed. Report generated.

20000 Burle Oak Dr. – Deputy responded to a family disturbance call. . Investigation revealed a verbal altercation between family members. No charges filed. Report generated.

#### SUSPICIOUS VEHICLES:

Deputies were dispatched to 13 suspicious vehicle calls in the community that were investigated and cleared without further action necessary.

5300 Quail Tree Ln – Deputy responded to a Suspicious vehicle type call. Investigation revealed an unlicensed juvenile had driven a vehicle to the area to meet his girlfriend. Report generated.

#### SUSPICIOUS PERSON:

Deputies were dispatched to 6 suspicious person calls in the community that were investigated and cleared without further action necessary.

5800 Upper Lake Dr- Deputies were dispatched to a suspicious person type call. Investigation revealed two juvenile males walking late at night were observed messing with campaign signs. Juveniles were located and transported to their parents. Call cleared report.

Phone Harassment:

19800 Dawn Mist Dr – Deputy responded to a Telephone Harassment type call. Investigation revealed a photograph of the Complainant was sent by text without permission. Report generated.

Other:

19400 Forest Timbers Ct. – Deputies responded to a fraudulent use type call. Investigation revealed an individual applied for a loan online and only a small portion was deposited into his account. A report was taken for documentation purposes. Call cleared report.

5700 Enchanted Timbers Dr. – Deputies responded to a mental health call. Investigation revealed that juvenile made threats to harm herself after a verbal dispute. Juvenile was transported to hospital for mental evaluation. Call cleared report.

5900 Silent Oaks Dr. - Deputies responded to a mental health call. Investigation revealed that juvenile made threats to harm herself after a verbal dispute. Juvenile was transported to hospital for mental evaluation. Call cleared report.

5900 Gnarled Oaks Ct.- Deputies responded to a medical emergency involving a male that collapsed while doing yard work and was transported to a hospital.

5500 Forest Timbers Dr – Deputy responded to a meet the citizen call in which one party wanted to report and have documentation that her husband has falsely accused of her having mental illness and sent her to a mental health facility numerous times.

19300 Forest Fern Ct – Deputy responded to a meet the citizen call in which a parent reported their middle school aged child was asked if he was in a gang by unknown males.

6000 Ancient Oaks Dr – Deputy responded to a meet the citizen call in which the resident wanted to report that a roofing company failed to do the work at the residence.

5200 Green Timbers Dr – Deputy responded to a call in which a mother reported that her children were walking on the street and an unknown person called out for them to get in the vehicle. The children ran home and no suspect information was available.

5300 Enchanted Mist Dr – Deputy responded to a traffic hazard involving a tree that fell on the roadway.

5100 FM 1960 Rd. E. – Deputy responded to a Burglary of a Business type call. Investigation revealed unknown suspects entered a closed business without owner consent causing damage and fled in an unknown direction. Report generated.

5400 FM 1960 Rd. E. – Deputy responded to a Mental Health type call. Investigation revealed a consumer having a mental crisis. Consumer was transported for mental health treatment. Report generated.

20200 Timber Forest Dr. – Deputy responded to a Fraudulent Use ID type call. Investigation revealed Complainant received notice of bank accounts opened in his name by unknown subject (s) which he did not authorize. Report generated.

4500 FM 1960 Rd. E. – Deputy responded to a found property call. Investigation revealed drugs were found inside a returned rental car. They were submitted for destruction.

5400 Quail Tree Ln. – Deputy responded to a Drug OD Possession type call. Investigation revealed suspect was found to be in possession of narcotics. Report generated.

5900 Rivergrove Bend Dr. – Deputy responded to a Meet the Citizen type call. Investigation revealed a tenant wished to report the landlord attempting entry into the residence. Report generated.

# Harris County Municipal Utility District Number 109

## Tax Collector's Report

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#### Disbursements for June 15, 2021:

#2135: Ad Valorem Appraisals Inc; Tax A/C Fee-6/2021	\$2,848.43
#2136: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee: 5/2021	3,072.16
#2137: Harris County Appraisal District; Quarterly Assessment	<u>5,770.00</u>
Total Disbursements for June 15, 2021	<u>\$11,690.59</u>

# Harris County Municipal Utility District Number 109

Tax Collector's Report  
Current Period Covered: May 1, 2021 to May 31, 2021  
Fiscal Year Beginning: June 1, 2020

<u>Cash Receipts and Disbursements</u>	<u>Current Period</u>	<u>Year to Date</u>
Cash Balance at Beginning of Period	\$287,073.02	\$284,759.24
Collections:		
2020 Tax Collections	25,241.99	3,026,587.43
2019 Tax Collections	6,079.38	96,123.44
2018 Tax Collections	814.46	8,498.45
2017 Tax Collections	405.14	2,615.08
2016 Tax Collections	0.00	-285.06
2006 Tax Collections	0.00	1,067.64
2005 Tax Collections	0.00	365.46
2004 Tax Collections	0.00	243.60
2003 Tax Collections	0.00	227.64
2002 Tax Collections	0.00	158.16
Penalty and Interest	4,188.16	34,211.13
Tax Attorney Fees	3,072.16	22,751.08
Overpayments	257.00	18,901.19
Interest Earned	<u>45.32</u>	<u>657.67</u>
Total Collections	40,103.61	3,212,122.91
Disbursements:		
Tax Assessor-Collector Fee	2,848.43	34,181.16
Tax Assessor-Collector Bond	0.00	500.00
Tax Attorney Fee	4,747.48	20,288.18
Data Processing Charges	0.00	4,019.25
Publication Cost	0.00	599.00
Appraisal District Quarterly Fee	0.00	23,083.49
Transfer to Bond Fund	0.00	2,026,071.40
Transfer to Maintenance Fund	0.00	1,053,928.57
Bank Charges	0.00	360.45
Refund Overpayments	<u>3,123.83</u>	<u>17,393.76</u>
Total Disbursements	<u>10,719.74</u>	<u>3,180,425.26</u>
Cash Balance at End of Period	<u>\$316,456.89</u>	<u>\$316,456.89</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of May 31, 2021

### Taxes Receivable by Year

<u>Year</u>	<u>Adjusted Tax Levy</u>	<u>Collections To Date</u>	<u>Taxes Receivable</u>	<u>Percent Collected</u>
2020	\$3,170,957.65	\$3,026,587.43	\$144,370.22	95.45%
2019	3,080,352.52	3,057,898.17	22,454.35	99.27%
2018	2,906,962.46	2,893,209.84	13,752.62	99.53%
2017	2,895,673.63	2,884,170.38	11,503.25	99.60%
2016	2,808,753.01	2,800,242.77	8,510.24	99.70%
2015	2,573,712.76	2,566,437.03	7,275.73	99.72%
2014	2,301,769.82	2,295,749.86	6,019.96	99.74%
2013	2,097,527.32	2,092,901.91	4,625.41	99.78%
2012	2,071,519.13	2,068,010.99	3,508.14	99.83%
2011	2,121,714.06	2,118,584.76	3,129.30	99.85%
2010	2,138,895.52	2,135,737.86	3,157.66	99.85%
2009	2,160,628.25	2,157,589.91	3,038.34	99.86%
2008	2,142,045.24	2,139,597.48	2,447.76	99.89%
2007	2,084,977.70	2,082,208.47	2,769.23	99.87%
2006	2,108,720.67	2,106,415.30	2,305.37	99.89%
2005	2,197,283.24	2,195,543.57	1,739.67	99.92%
2004	2,010,295.69	2,007,622.69	2,673.00	99.87%
2003	1,863,011.08	1,860,553.26	2,457.82	99.87%
2002	1,743,166.99	1,742,780.89	386.10	99.98%
2001	1,705,006.18	1,704,772.45	233.73	99.99%
2000	1,630,288.09	1,630,151.22	136.87	99.99%
1999	1,482,019.84	1,481,978.10	41.74	100.00%
1998	1,346,040.98	1,345,882.41	158.57	99.99%
1997	1,218,889.39	1,218,854.71	34.68	100.00%
1996	1,156,053.10	1,156,015.39	37.71	100.00%
1995	1,130,565.24	1,130,545.88	19.36	100.00%
1994	1,124,058.85	1,124,058.85	0.00	100.00%
1993	1,075,288.28	1,075,288.28	0.00	100.00%
1992	1,056,792.83	1,056,792.83	0.00	100.00%
1991	1,062,453.27	1,062,453.27	0.00	100.00%
1990	918,308.87	918,308.87	0.00	100.00%
1989	894,403.45	894,403.45	0.00	100.00%
1988	856,779.83	856,779.83	0.00	100.00%
1987	853,204.06	853,204.06	0.00	100.00%
1986	857,037.29	857,037.29	0.00	100.00%
1985	793,674.23	793,674.23	0.00	100.00%
1984	760,460.05	760,460.05	0.00	100.00%
1982	<u>561,303.52</u>	<u>561,303.52</u>	<u>0.00</u>	<u>100.00%</u>
Totals	<u>\$64,960,594.09</u>	<u>\$64,713,807.26</u>	<u>\$246,786.83</u>	<u>99.62%</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of May 31, 2021

### Tax Roll Information

<u>Year</u>	<u>Taxable Value</u>	<u>Annual Change</u>	<u>Debt Maintenance Tax Rate</u>		<u>Total Tax Rate</u>	<u>Exemptions</u>
2020	660,616,176	2.94%	0.31500	0.16500	0.48000	25,000 O/D
2019	641,740,103	8.17%	0.32000	0.16000	0.48000	25,000 O/D
2018	593,257,582	2.44%	0.36000	0.13000	0.49000	10,000 O/D
2017	579,133,338	7.22%	0.36000	0.14000	0.50000	10,000 O/D
2016	540,148,676	9.13%	0.41000	0.11000	0.52000	10,000 O/D
2015	494,944,745	11.81%	0.39000	0.13000	0.52000	10,000 O/D
2014	442,648,062	9.74%	0.39000	0.13000	0.52000	10,000 O/D
2013	403,370,606	1.26%	0.42000	0.10000	0.52000	10,000 O/D
2012	398,369,066	-2.37%	0.42000	0.10000	0.52000	10,000 O/D
2011	408,021,927	-0.80%	0.42000	0.10000	0.52000	10,000 O/D
2010	411,326,061	-1.01%	0.42000	0.10000	0.52000	10,000 O/D
2009	415,504,618	0.87%	0.42000	0.10000	0.52000	10,000 O/D
2008	411,931,758	2.74%	0.42000	0.10000	0.52000	10,000 O/D
2007	400,957,245	6.48%	0.42000	0.10000	0.52000	10,000 O/D
2006	376,557,265	2.83%	0.46000	0.10000	0.56000	10,000 O/D
2005	366,208,721	9.30%	0.50000	0.10000	0.60000	10,000 O/D
2004	335,049,282	7.91%	0.50000	0.10000	0.60000	10,000 O/D
2003	310,501,847	6.88%	0.50000	0.10000	0.60000	10,000 O/D
2002	290,527,832	5.63%	0.50000	0.10000	0.60000	10,000 O/D
2001	275,035,288	9.50%	0.52000	0.10000	0.62000	10,000 O/D
2000	251,170,142	15.23%	0.57367	0.07547	0.64914	10,000 O/D
1999	217,977,950	10.11%	0.60460	0.07540	0.68000	10,000 O/D
1998	197,957,174	10.43%	0.63000	0.05000	0.68000	10,000 O/D
1997	179,258,410	3.88%	0.63000	0.05000	0.68000	10,000 O/D
1996	172,555,210	2.26%	0.62000	0.05000	0.67000	10,000 O/D
1995	168,741,080	2.08%	0.62000	0.05000	0.67000	10,000 O/D
1994	165,302,770	4.54%	0.63000	0.05000	0.68000	10,000 O/D
1993	158,130,630	3.99%	0.63000	0.05000	0.68000	10,000 O/D
1992	152,056,520	-0.53%	0.64500	0.05000	0.69500	10,000 O/D
1991	152,870,970	6.44%	0.64500	0.05000	0.69500	10,000 O/D
1990	143,620,410	4.37%	0.58940	0.05000	0.63940	10,000 O/D
1989	137,600,530	4.39%	0.60000	0.05000	0.65000	10,000 O/D
1988	131,812,280	0.42%	0.60000	0.05000	0.65000	10,000 O/D
1987	131,262,160	-8.11%	0.60000	0.05000	0.65000	10,000 O/D
1986	142,839,550	-1.02%	0.55000	0.05000	0.60000	10,000 O/D
1985	144,304,410	4.37%	0.50000	0.05000	0.55000	10,000 O/D
1984	138,265,460	-1.22%	0.50000	0.05000	0.55000	10,000 O/D
1982	139,975,940	0.00%	0.35100	0.05000	0.40100	10,000 O/D

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Tax Collections for May, 2021

<u>Property Owner</u>	<u>Account No</u>	<u>Tax Amount</u>	<u>Pen &amp; Int</u>	<u>Atty/Cost</u>	<u>Overpaid</u>	<u>Total Pmt</u>
2020 Tax Collections:						
33 Accounts	Various Accounts	\$25,241.99	\$1,959.83	\$1,182.93	\$0.00	\$28,384.75
Padron Grace P	111-527-000-0015	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>257.00</u>	<u>257.00</u>
Total 2020 Tax Collections		<u>\$25,241.99</u>	<u>\$1,959.83</u>	<u>\$1,182.93</u>	<u>\$257.00</u>	<u>\$28,641.75</u>
2019 Tax Collections:						
Frontier Custom Builders Inc	136-402-001-0001	\$3,379.24	\$946.19	\$865.09	\$0.00	\$5,190.52
Frontier Custom Builders Inc	136-402-001-0006	480.00	134.40	122.88	0.00	737.28
Frontier Custom Builders Inc	136-402-001-0007	480.00	134.40	122.88	0.00	737.28
Frontier Custom Builders Inc	136-402-001-0018	480.00	134.40	122.88	0.00	737.28
Frontier Custom Builders Inc	136-402-001-0019	480.00	134.40	122.88	0.00	737.28
Frontier Custom Builders Inc	136-402-001-0020	552.44	154.68	141.42	0.00	848.54
Kelly Transporation Services Inc	2322228	162.61	39.02	40.33	0.00	241.96
Mertz Insurance Agency	2344061	26.01	12.10	0.00	0.00	38.11
Bellin Foods LLC	2344401	<u>39.08</u>	<u>3.91</u>	<u>0.00</u>	<u>0.00</u>	<u>42.99</u>
Total 2019 Tax Collections		<u>\$6,079.38</u>	<u>\$1,693.50</u>	<u>\$1,538.36</u>	<u>\$0.00</u>	<u>\$9,311.24</u>
2018 Tax Collections:						
Frontier Custom Builders Inc	136-402-001-0001	\$458.31	\$183.33	\$128.33	\$0.00	\$769.97
Frontier Custom Builders Inc	136-402-001-0006	71.23	28.49	19.94	0.00	119.66
Frontier Custom Builders Inc	136-402-001-0007	71.23	28.49	19.94	0.00	119.66
Frontier Custom Builders Inc	136-402-001-0018	71.23	28.49	19.94	0.00	119.66
Frontier Custom Builders Inc	136-402-001-0019	71.23	28.49	19.94	0.00	119.66
Frontier Custom Builders Inc	136-402-001-0020	<u>71.23</u>	<u>28.49</u>	<u>19.94</u>	<u>0.00</u>	<u>119.66</u>
Total 2018 Tax Collections		<u>\$814.46</u>	<u>\$325.78</u>	<u>\$228.03</u>	<u>\$0.00</u>	<u>\$1,368.27</u>
2017 Tax Collections:						
Sweeney Bryan A	108-492-000-0020	\$122.52	\$62.48	\$37.00	\$0.00	\$222.00
Deyle Kurt	111-527-000-0010	39.20	19.99	11.84	0.00	71.03
Mitchem Anna M	115-511-021-0036	<u>243.42</u>	<u>126.58</u>	<u>74.00</u>	<u>0.00</u>	<u>444.00</u>
Total 2017 Tax Collections		<u>\$405.14</u>	<u>\$209.05</u>	<u>\$122.84</u>	<u>\$0.00</u>	<u>\$737.03</u>
Summary of Other Collections			<u>\$4,188.16</u>	<u>\$3,072.16</u>	<u>\$257.00</u>	40,058.29
Interest Earnings						<u>45.32</u>
Total Collected during Month						<u>\$40,103.61</u>



# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Detail as of May 31, 2021

Property Owner	Account No.	2019 Tax	2018 Tax	2017 Tax	2016 Tax	Prior Yrs
Guniganti Prabhakar	045-005-000-0125	\$0.00	\$0.81	\$0.00	\$0.00	\$0.00
Wu & Chen Investment LLC	102-063-000-0008	248.01	0.00	0.00	0.00	0.00
D:Vineyard Travis & Danelle	102-065-000-0007	552.96	581.84	593.71	617.46	1,017.41
Extreme Remodeling LLC	102-066-000-0020	4.20	4.29	4.38	4.55	0.00
State of Texas	102-066-000-0021	0.00	1.76	0.00	0.00	0.00
Gaddis John M	102-068-000-0021	758.83	0.00	0.00	0.00	0.00
D:Catlin Steven L	102-069-000-0004	89.07	77.52	0.00	0.00	0.00
P:Sweeney Bryan A	108-492-000-0020	0.00	0.00	454.51	0.00	0.00
D:Brown-Sullinger Kelly	108-492-000-0027	718.43	758.71	774.20	735.35	762.48
D:Strengel Kris C	108-494-000-0020	747.60	859.70	868.56	816.45	4,533.36
S:Wilson Rita J	108-494-000-0037	704.47	0.00	0.00	0.00	0.00
Wilson Dewey M	108-497-000-0032	603.40	708.16	722.61	682.71	0.00
State of Texas	108-497-000-0047	0.00	23.50	0.00	0.00	0.00
D:Key Sherry R	109-142-000-0001	484.90	360.88	123.40	0.00	0.00
S:Cruz Sara	109-142-000-0006	0.00	0.00	579.11	499.20	0.00
D:Cartwright Ed & Diane	109-142-000-0034	526.44	550.92	533.51	499.68	2,196.14
D:Brokaw Sharon	109-144-000-0002	444.96	475.30	0.00	496.33	0.00
Deutsche Bank National Tru	109-144-000-0007	660.75	0.00	0.00	0.00	0.00
S:Deyle Kurt	111-527-000-0010	611.68	576.66	171.75	0.00	0.00
Deyle Kurt	111-527-000-0013	0.00	0.00	0.00	532.95	640.96
Dupree Ruth J Estate	111-530-000-0011	518.57	0.00	0.00	0.00	0.00
Barbosa Jose A Jr & Claudia	111-766-000-0024	892.05	0.00	0.00	0.00	0.00
Brown Joseph J Jr & Caroly	113-132-000-0010	237.96	0.00	0.00	0.00	0.00
Echevarria Pablo Luis	113-137-000-0014	567.29	0.00	0.00	0.00	0.00
Warmuth John J	113-142-000-0028	0.00	50.00	0.00	0.00	0.00
Bjornaas Kevin Estate	114-139-009-0007	661.00	578.20	0.00	0.00	0.00
S:Jackson Keshell	114-139-009-0015	652.30	612.80	625.31	620.03	0.00
Chicosky Gregory P	114-139-010-0017	563.41	0.00	0.00	0.00	0.00
D:Paxton Roy C & Debbie M	114-139-010-0036	379.35	0.00	188.48	0.00	0.00
D:Gonzalez Virginia	114-139-015-0003	487.49	527.53	488.00	0.00	0.00
Geibe Virginia	114-139-015-0004	477.24	0.00	0.00	0.00	0.00
D:Cook Julia S	114-139-015-0036	432.25	468.45	478.01	471.60	1,481.13
Seward B Randolph	114-139-017-0014	418.15	463.62	0.00	0.00	0.00
P:Rodriguez Able	114-139-017-0043	336.02	0.00	0.00	0.00	0.00
Routh Ronald & Sarah	114-350-013-0028	916.52	0.00	0.00	0.00	0.00
Cruz Rosa L	114-350-015-0008	0.00	305.50	0.00	0.00	0.00
Jones Edward A & Agnes	114-350-015-0047	0.00	0.00	0.00	0.78	0.00
Blow Frederick E & Cheryl	114-350-015-0118	0.00	1,036.24	1,057.39	0.00	0.00
D:Harris Virginia B	114-350-016-0083	855.21	868.88	844.16	794.67	1,857.00
State of Texas	115-346-000-0002	0.00	8.33	0.00	0.00	0.00
Mangini Debra D	115-511-021-0031	1,038.86	0.00	0.00	0.00	0.00
S:Mitchem Anna M	115-511-021-0036	1,086.42	957.26	436.71	0.00	0.00
State of Texas	115-813-000-0005	0.00	2.00	0.00	0.00	0.00
State of Texas	116-275-000-0416	0.00	91.06	0.00	0.00	0.00
Continental Land Owners	116-276-000-0312	0.48	0.49	0.00	0.00	0.00
Kingwood Glen HOA Inc	118-705-001-0061	0.48	0.00	0.00	0.00	0.00
Harris Jack L & Diana L	119-848-003-0002	895.66	916.39	0.00	0.00	0.00
S:Marks Nathaniel	136-402-002-0012	368.25	375.92	0.00	0.00	0.00
State of Texas	137-755-001-0003	99.70	0.00	0.00	0.00	0.00
Allstate Insurance Company	0435798	81.25	0.00	0.00	0.00	0.00
Sears Holdings	2048505	1,714.12	0.00	0.00	0.00	0.00
Digital Professionals Compu	2064780	21.63	21.89	22.15	22.89	44.79
Compro Tax	2128836	8.27	0.00	0.00	0.00	0.00

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Detail as of May 31, 2021

<u>Property Owner</u>	<u>Account No.</u>	<u>2019 Tax</u>	<u>2018 Tax</u>	<u>2017 Tax</u>	<u>2016 Tax</u>	<u>Prior Yrs</u>
B & L Capital Inc	2154083	15.90	24.08	27.55	28.66	82.99
Kevin R Culp	2157330	43.58	46.42	52.56	57.45	166.38
Dupree Express Trucking	2172915	86.07	99.37	223.95	257.90	4.17
Motolease Financial LLC	2200564	21.52	0.00	0.00	0.00	0.00
ARC Insurance Agency	2209050	43.75	44.66	45.57	47.39	0.00
Jemes Lewis	2213148	31.25	39.75	89.38	99.06	0.00
Newtex Wine and Spirit	2248152	319.27	319.90	320.09	0.00	0.00
RB Mobile Repair	2274611	86.44	86.77	0.00	0.00	0.00
XCL Titling Trust	2275057	0.00	42.80	0.00	0.00	0.00
JM and MS Inc	2275721	0.00	0.00	476.50	0.00	0.00
Taquera Las Maragitas LLC	2281228	140.33	142.75	0.00	0.00	0.00
Metro PCS	2287557	45.43	45.71	0.00	0.00	0.00
Humble Kitchen & Bath Inc	2287561	110.55	110.71	0.00	0.00	0.00
Phones-R-Us Inc	2289501	54.29	54.59	0.00	0.00	0.00
Angie's Mexican & Seafood	2289580	50.80	51.79	52.77	0.00	0.00
Educational Advantage III LI	2290641	59.92	0.00	0.00	0.00	0.00
Tempoe	2325344	0.00	223.04	0.00	0.00	0.00
Tesla Inc	2329054	2.40	0.00	0.00	0.00	0.00
HS Granite & Cabinet Inc	2342853	60.99	0.00	0.00	0.00	0.00
Amfar Investments LLC	2343023	192.46	0.00	0.00	0.00	0.00
Smokeys Smoke Shop	2344110	152.91	0.00	0.00	0.00	0.00
Prior Years Personal Property		<u>70.86</u>	<u>155.67</u>	<u>1,248.93</u>	<u>1,225.13</u>	<u>19,895.37</u>
<b>Total Receivable</b>		<b><u>\$22,454.35</u></b>	<b><u>\$13,752.62</u></b>	<b><u>\$11,503.25</u></b>	<b><u>\$8,510.24</u></b>	<b><u>\$32,682.18</u></b>



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

# **Harris County Municipal Utility District No. 109**

## **Bookkeeper's Report**

**June 15, 2021**

**Harris County MUD No 109 - GOF**  
**Cash Flow Report - Checking Account**

As of June 15, 2021

Num	Name	Memo	Amount	Balance
<b>BALANCE AS OF 05/19/2021</b>				<b>\$75,011.40</b>
<b>Receipts</b>				
	Insurance Reimbursement - Lift Pump		13,340.00	
	HC 151 Water Supply		3,011.85	
	Accounts Receivable		69,354.39	
	Accounts Receivable		127,625.69	
	Interest Earned on Checking		2.50	
	City of Houston Rebate		9,018.94	
	Wire Transfer from Money Market		70,000.00	
<b>Total Receipts</b>				<b>292,353.37</b>
<b>Disbursements</b>				
14732	Hudson Energy	Utilities Expense	(9,591.10)	
14733	NHCRWA	Water Authority Fees	(110,650.75)	
14734	WCA Waste	Garbage Expense	(99.85)	
14735	Cheryl C. Moore	Fees of Office - 6/15/2021	(138.52)	
14736	Chris Green	Fees of Office - 6/15/2021	(138.53)	
14737	Nancy Frank	Fees of Office - 6/15/2021	(138.52)	
14738	Owen H. Parker	Fees of Office - 6/15/2021	(138.52)	
14739	Robin Sulpizio	Fees of Office - 6/15/2021	(138.52)	
14740	Cheryl C. Moore	Fees of Office - 4/16/2021 & Expenses	(168.48)	
14741	Chris Green	Fees of Office - 6/7/2021 & Expenses & AWBD	(1,702.83)	
14742	Nancy Frank	Expenses & AWBD Advance	(1,598.14)	
14743	Owen H. Parker	Fees of Office - 5/19, 6/7, 6/8/2021 & Expenses	(455.82)	
14744	Robin Sulpizio	Fees of Office - 5/22, 6/1/2021 & Expenses & A	(1,656.44)	
14745	Arbitrage Compliance Specialists Inc.	Arbitrage Expense	(400.00)	
14746	Atascocita Joint Operations Board	Schedule B & C Costs	(44,494.85)	
14747	BGE, Inc.	Engineering Fees	(9,699.27)	
14748	Centerpoint Energy	Utilities Expense	(160.47)	
14749	Chlorinator Maint. Co., Inc.	Maintenance & Repairs	(493.10)	
14750	DXI Industries	Chemical Expenses	(822.82)	
14751	GM Inspection Services	Repairs & Maintenance	(1,150.00)	
14752	Harris County Treasurer	Patrol Services	(12,395.00)	
14753	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(2,246.56)	
14754	Napco Chemicals	Chemicals Expense	(1,942.50)	
14755	Norton Rose Fulbright US LLP	Legal Fees	(4,730.00)	
14756	Source Point Solutions	Repairs & Maintenance	(17,456.00)	
14757	Texas State Comptroller	Unclaimed Property	(1,357.93)	
14758	USA Bluebook	Chemicals	(223.42)	
14759	Water Utility Services, Inc.	Laboratory Fees	(315.00)	
14760	WCA Waste	Garbage Expense	(105.84)	
14761	WWWMS	Maintenance and Operations	(41,612.27)	
14762	Century Link	Telephone Expense	0.00	
14763	Hudson Energy	Utilities Expense	0.00	
14764	NHCRWA	Water Authority Expense	0.00	
14765	WCA Waste	Garbage Expense	0.00	
14766	DSHS Central Lab MC2004	Laboratory Expense	(538.84)	
14767	Texas Mutual Insurance Company	Insurance Expense	(400.00)	
Fee	BBVA	Service Charge	(2.50)	

**Harris County MUD No 109 - GOF**  
**Cash Flow Report - Checking Account**  
As of June 15, 2021

Num	Name	Memo	Amount	Balance
<b>Disbursements</b>				
Fee	BBVA	Deposit Correction Fee	(2.50)	
<b>Total Disbursements</b>				<u>(267,164.89)</u>
<b>BALANCE AS OF 06/15/2021</b>				<u><u>\$100,199.88</u></u>

**Harris County MUD No 109 - CPF**  
**Cash Flow Report - Checking Account**  
As of June 15, 2021

Num	Name	Memo	Amount	Balance
<b>BALANCE AS OF 05/19/2021</b>				<b>\$300.00</b>
<b>Receipts</b>				
	Interest Earned on Checking		0.03	
	Transfer from Money Market - Series 2017		<u>1,525.00</u>	
<b>Total Receipts</b>				1,525.03
<b>Disbursements</b>				
1098	BGE, Inc.	Engineering - WP2 Construction	(1,525.00)	
Fee	BBVA	Service Charge	<u>(0.03)</u>	
<b>Total Disbursements</b>				<u>(1,525.03)</u>
<b>BALANCE AS OF 06/15/2021</b>				<b><u><u>\$300.00</u></u></b>

**Harris County MUD No. 109**

**Account Balances**

As of June 15, 2021

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Operating</b>					
<b>Certificates of Deposit</b>					
SPIRIT OF TEXAS BANK (XXXX1856)	03/02/2021	08/29/2021	0.20 %	245,000.00	
THIRD COAST BANK, SSB (XXXX8790)	02/16/2021	09/14/2021	0.35 %	240,000.00	
TEXAS REGIONAL BANK (XXXX3907)	03/02/2021	09/28/2021	0.20 %	245,000.00	
WALLIS BANK (XXXX1242)	02/16/2021	10/15/2021	0.20 %	240,000.00	
VERITEX COMMUNITY BANK (XXXX0447)	11/24/2020	11/24/2021	0.40 %	240,000.00	
BANCORPSOUTH (XXXX8606)	12/22/2020	12/22/2021	0.62 %	240,000.00	
TEXAS CAPITAL BANK (XXXX0459)	01/12/2021	01/12/2022	0.25 %	240,000.00	
FRONTIER BANK (XXXX2232)	01/16/2021	01/16/2022	0.50 %	240,000.00	
PLAINS STATE BANK (XXXX1359)	01/25/2021	01/25/2022	0.35 %	240,000.00	
SOUTH STAR BANK (XXXX0129)	02/19/2021	02/19/2022	0.25 %	240,000.00	
LONE STAR BANK (XXXX2426)	02/27/2021	02/27/2022	0.45 %	240,000.00	
ALLEGIANCE BANK (XXXX0213)	04/22/2021	04/22/2022	0.20 %	240,000.00	
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0001)	03/22/2017		0.08 %	519,684.62	
<b>Checking Account(s)</b>					
BBVA USA-CHECKING (XXXX6351)			0.10 %	100,199.88	Checking Account
<b>Totals for Operating Fund:</b>				<b>\$3,509,884.50</b>	
<b>Fund: Capital Projects</b>					
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0002)	03/22/2017		0.08 %	2,425,283.16	Series 2017
<b>Checking Account(s)</b>					
BBVA USA-CHECKING (XXXX7755)			0.10 %	300.00	Checking Account
<b>Totals for Capital Projects Fund:</b>				<b>\$2,425,583.16</b>	
<b>Fund: Debt Service</b>					
<b>Certificates of Deposit</b>					
FRONTIER BANK - DEBT (XXXX2636)	11/03/2020	08/30/2021	0.40 %	240,000.00	
THIRD COAST BANK-DEBT (XXXX6273)	09/21/2020	09/21/2021	0.75 %	240,000.00	
SOUTH STAR BANK-DEBT (XXXX0072)	09/19/2020	09/22/2021	0.60 %	240,000.00	
PIONEER BANK-DEBT (XXXX2151)	03/19/2021	03/19/2022	0.29 %	240,000.00	
<b>Money Market Funds</b>					
BBVA USA-DEBT (XXXX7305)	02/15/2017		0.00 %	1,906.72	
TEXAS CLASS (XXXX0003)	03/22/2017		0.08 %	1,536,698.91	
<b>Totals for Debt Service Fund:</b>				<b>\$2,498,605.63</b>	
<b>Grand total for Harris County MUD No. 109:</b>				<b>\$8,434,073.29</b>	

**Harris County MUD 109**  
**Capital Projects Fund Breakdown**  
June 15, 2021

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**Net Proceeds for All Bond Issues**

**Receipts**

Series 2017 - Bond Proceeds	\$12,100,000.00
Series 2017 - Interest Earnings	238,361.40

**Disbursements**

Series 2017 - Disbursements (Attached)	(9,912,778.24)
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<b>Total Cash Balance</b>	<b><u><u>\$2,425,583.16</u></u></b>
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**Balances by Account**

Checking - Compass Bank (3518)	\$300.00
Series 2017 MM - Texas Class (0002)	2,425,283.16

<b>Total Cash Balance</b>	<b><u><u>\$2,425,583.16</u></u></b>
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**Balances by Bond Series**

Series 2017 - Bond Proceeds	\$2,425,583.16
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<b>Total Cash Balance</b>	<b><u><u>\$2,425,583.16</u></u></b>
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**Remaining Costs/Surplus By Bond Series**

Series 2017 - Remaining Costs	\$1,682,145.37
Proposed Surplus Project - WP 2 Expansion	743,437.79
<b>Total Amount in Remaining Costs</b>	<b><u><u>\$2,425,583.16</u></u></b>

<b>Total Surplus &amp; Interest Balance</b>	<b><u><u>\$0.00</u></u></b>
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<b>Total Remaining Costs/Surplus</b>	<b><u><u>\$2,425,583.16</u></u></b>
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**HARRIS COUNTY MUD 109**  
**\$12,100,000 SERIES 2017**  
**COST COMPARISON**

<u>CONSTRUCTION COSTS</u>	<u>USE OF PROCEEDS</u>	<u>ACTUAL COSTS</u>	<u>REMAINING COSTS</u>	<u>VARIANCE (OVER)/UNDER</u>
<b>A. Developer Items</b>				
1. Rivergrove, Section 1 - Water, Wastewater & Drainage	191,360.00	191,359.51	0.00	0.00
2. Rivergrove, Section 2 - Water, Wastewater & Drainage	125,139.00	125,139.00	0.00	0.00
3. Rivergrove, Section 3 - Water, Wastewater & Drainage	353,345.00	353,344.99	0.00	0.00
4. Rivergrove, Section 4 - Water, Wastewater & Drainage	881,359.00	881,359.20	0.00	0.00
5. Rivergrove Drainage Swales	52,480.00	52,479.50	0.00	0.00
6. Rivergrove, Section 5 - Water, Wastewater & Drainage	668,281.00	603,157.27	0.00	65,123.73
7. Rivergrove, Section 6 - Water, Wastewater & Drainage	427,157.00	403,019.99	0.00	24,137.01
8. Rivergrove Clearing and Grubbing, Sections 1 & 2	33,135.00	33,135.00	0.00	0.00
9. Rivergrove Clearing and Grubbing, Section 3	15,524.00	15,524.00	0.00	0.00
10. Rivergrove Clearing and Grubbing, Section 4	20,155.00	20,154.50	0.00	0.00
11. Rivergrove Clearing and Interim Drainage, Sections 5-6	84,391.00	84,391.25	0.00	0.00
12. Kings Lake Estates Section 8 - Water, Wastewater & Drainage	1,851,399.00	1,851,398.80	0.00	0.00
13. Stormwater Pollution Prevention Plans	206,123.00	134,172.92	0.00	71,950.08
14. Geotechnical Reports and Materials Testing	124,233.00	80,105.42	0.00	44,127.58
15. Contingency	109,543.00	58,257.52	0.00	51,285.48
16. Engineering Fees	706,603.00	706,603.00	0.00	0.00
17. Rivergrove Due Diligence	34,023.00	34,023.41	0.00	0.00
<b>Subtotal Developer Items</b>	<b>5,884,250.00</b>	<b>5,627,625.28</b>	<b>0.00</b>	<b>256,623.88</b>
<b>B. District Items</b>				
1. Kings Lake Estates Lift Station No. 2 Improvements	371,240.00	362,689.62	0.00	8,550.38
2. Kings Lake Estates Lift Station No. 3	460,869.00	417,828.05	0.00	43,040.95
3. Water Plant No. 1 Elevated Storage Tank Recoating	500,000.00	500,000.00	0.00	0.00
4. Water Plant No. 2 Elevated Storage Tank Recoating	500,000.00	500,000.00	0.00	0.00
5. Water Plant No. 2 Buildout	1,600,000.00	0.00	1,600,000.00	0.00
6. Contingencies (10% of Items 1, 3-5)	297,124.00	253,400.00	43,724.00	0.00
7. Engineering (20.89% of Items 1-2)	173,812.00	160,240.92	0.00	13,571.08
8. Engineering (15% of Items 3-5)	390,000.00	351,578.63	38,421.37	0.00
<b>Subtotal District Items</b>	<b>4,293,045.00</b>	<b>2,545,737.22</b>	<b>1,682,145.37</b>	<b>65,162.41</b>
<b>TOTAL CONSTRUCTION COSTS</b>	<b>10,177,295.00</b>	<b>8,173,362.50</b>	<b>1,682,145.37</b>	<b>321,786.29</b>
<b><u>NON-CONSTRUCTION COSTS</u></b>				
A. Legal Fees	231,000.00	231,000.00	0.00	0.00
B. Fiscal Agent Fees	242,000.00	242,000.00	0.00	0.00
<b>C. Interest</b>				
1. Capitalized Interest (1 year @ 4.50%)	396,191.00	396,191.41	0.00	0.00
2. Developer Interest	383,273.00	383,272.81	0.00	0.19
D. Bond Discount (3.00%)	262,563.00	262,563.40	0.00	0.00
E. Bond Issuance Expenses	28,854.00	28,854.00	0.00	0.00
F. Attorney General Fee	9,500.00	9,500.00	0.00	0.00
G. TCEQ Bond Issuance Fee	30,250.00	30,250.00	0.00	0.00
H. Bond Application Report Cost	45,000.00	45,000.00	0.00	0.00
I. Rivergrove Studies	45,328.00	45,328.00	0.00	0.00
J. Contingency	248,746.00	65,456.12	0.00	183,289.88
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>1,922,705.00</b>	<b>1,739,415.74</b>	<b>0.00</b>	<b>183,290.07</b>
<b>TOTAL BOND ISSUE REQUIREMENT</b>	<b>12,100,000.00</b>	<b>9,912,778.24</b>	<b>1,682,145.37</b>	<b>505,076.36</b>

Interest Earned 238,361.40

Total Surplus & Interest 743,437.79

Total Remaining Bond Funds 2,425,583.16

**Harris County MUD No 109 - GOF**  
**Actual vs. Budget Comparison**

May 2021

	May 2021			June 2020 - May 2021			Annual Budget	
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)		
<b>Revenues</b>								
14110	Water - Customer Service Revenue	40,318	51,000	(10,682)	527,439	559,000	(31,561)	559,000
14112	Surface Water - Reserve	90,829	100,000	(9,171)	1,152,986	1,116,000	36,986	1,116,000
14140	Connection Fees	725	2,167	(1,442)	9,500	26,000	(16,500)	26,000
14150	Tap Connections	0	28,650	(28,650)	2,715	31,650	(28,935)	31,650
14210	Sewer - Customer Service Fee	50,522	53,500	(2,978)	633,397	642,000	(8,603)	642,000
14220	Inspection Fees	801	2,000	(1,199)	9,982	24,000	(14,018)	24,000
14310	Penalties & Interest	0	6,750	(6,750)	1,244	81,000	(79,756)	81,000
14330	Miscellaneous Income	0	100	(100)	2,434	1,200	1,234	1,200
14340	COH Rebate	5,898	5,917	(18)	82,360	71,000	11,360	71,000
14350	Maintenance Tax Collections	0	0	0	1,053,929	1,004,500	49,429	1,004,500
14370	Interest Earned on Temp. Invest	100	3,664	(3,564)	51,196	43,965	7,231	43,965
14380	Interest Earned on Checking	3	50	(48)	410	600	(190)	600
14650	Water Sales to HC 151	776	700	76	9,990	8,400	1,590	8,400
<b>Total Revenues</b>		<b>189,972</b>	<b>254,497</b>	<b>(64,525)</b>	<b>3,537,581</b>	<b>3,609,315</b>	<b>(71,734)</b>	<b>3,609,315</b>
<b>Expenditures</b>								
16010	Operations - Water	6,983	6,942	41	83,217	83,300	(83)	83,300
16030	Operations - Sewer	2,306	2,292	14	27,451	27,500	(49)	27,500
16110	Tap Connection Expense	0	14,325	(14,325)	1,455	15,825	(14,370)	15,825
16120	Surface Water Fee	110,651	100,000	10,651	1,297,682	1,116,000	181,682	1,116,000
16130	Maintenance & Repairs - Water	6,105	39,217	(33,111)	377,804	470,600	(92,796)	470,600
16140	Chemicals - Water	2,879	2,242	637	41,015	26,900	14,115	26,900
16150	Laboratory Expense - Water	315	417	(102)	3,870	5,000	(1,130)	5,000
16160	Utilities	9,752	8,350	1,402	109,420	100,200	9,220	100,200
16180	Reconnections	560	892	(332)	7,490	10,700	(3,210)	10,700
16190	Disconnect Expense	0	283	(283)	60	3,400	(3,340)	3,400
16200	Mowing - Water	0	1,067	(1,067)	13,702	12,800	902	12,800
16210	Inspection Expense	0	1,033	(1,033)	840	12,400	(11,560)	12,400
16220	Purchase Sewer Service	43,025	34,237	8,788	514,718	410,848	103,870	410,848
16230	Maintenance & Repairs - Sewer	14,635	19,367	(4,732)	225,953	232,400	(6,447)	232,400
16240	Chemicals - Sewer	0	0	0	1,366	0	1,366	0
16250	Lab Fees - Sewer	539	167	372	2,243	2,000	243	2,000
16280	Mowing - Sewer	0	1,067	(1,067)	12,454	12,800	(347)	12,800
16312	Meter Replacement	7,775	0	7,775	7,775	0	7,775	0
16320	Arbitrage Expense	400	0	400	3,750	3,250	500	3,250
16327	TCEQ Fees	0	0	0	3,369	3,500	(131)	3,500
16330	Legal Fees	4,200	4,167	33	53,280	50,000	3,280	50,000
16340	Auditing Fees	0	0	0	16,250	15,900	350	15,900
16350	Engineering Fees	6,298	6,667	(369)	83,219	80,000	3,219	80,000
16354	GIS Expense	0	167	(167)	0	2,000	(2,000)	2,000
16360	Garbage Expense	206	267	(61)	4,254	3,200	1,054	3,200
16380	Permit Expense	0	0	0	7,017	7,200	(183)	7,200
16390	Telephone Expense	0	850	(850)	9,433	10,200	(767)	10,200
16420	Service Account Collection	2,063	2,217	(154)	24,792	26,600	(1,808)	26,600
16430	Bookkeeping Fees	2,098	3,100	(1,002)	31,611	33,500	(1,889)	33,500
16460	Printing & Office Supplies	2,148	2,408	(260)	28,780	28,900	(120)	28,900
16470	Filing Fees	0	8	(8)	0	100	(100)	100
16480	Delivery Expense	6	33	(27)	220	400	(180)	400
16520	Postage	2,746	2,583	163	33,128	31,000	2,128	31,000
16530	Insurance & Surety Bond	28,868	30,400	(1,532)	28,868	30,400	(1,532)	30,400
16540	Travel Expense	0	183	(183)	115	2,200	(2,085)	2,200
16550	Website Expense	0	150	(150)	750	900	(150)	900

**Harris County MUD No 109 - GOF**  
**Actual vs. Budget Comparison**  
**May 2021**

	May 2021			June 2020 - May 2021			Annual Budget	
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)		
<b>Expenditures</b>								
16560	Miscellaneous Expense	391	567	(176)	3,779	6,800	(3,021)	6,800
16570	AWBD Expense	0	3,100	(3,100)	4,743	7,800	(3,057)	7,800
16580	Bank Fees	3	19	(17)	201	230	(29)	230
16590	Security Monitoring	0	1,792	(1,792)	13,489	21,500	(8,011)	21,500
16592	Security Patrol Expense	12,395	12,092	303	146,015	145,100	915	145,100
16600	Payroll Expenses	969	1,858	(890)	24,060	22,300	1,760	22,300
<b>Total Expenditures</b>		<b>268,314</b>	<b>304,523</b>	<b>(36,209)</b>	<b>3,249,636</b>	<b>3,075,653</b>	<b>173,983</b>	<b>3,075,653</b>
<b>Other Revenues</b>								
14100	Transfer From Construction	0	0	0	97,450	55,900	41,550	55,900
14710	Insurance Reimbursement	13,340	0	13,340	13,340	0	13,340	0
14720	Transfer from Operating Reserve	0	1,433,720	(1,433,720)	0	1,433,720	(1,433,720)	1,433,720
<b>Total Other Revenues</b>		<b>13,340</b>	<b>1,433,720</b>	<b>(1,420,380)</b>	<b>110,790</b>	<b>1,489,620</b>	<b>(1,378,830)</b>	<b>1,489,620</b>
<b>Other Expenditures</b>								
17000	Capital Outlay	988,912	1,936,582	(947,671)	1,076,023	2,023,282	(947,259)	2,023,282
17010	Capital Outlay - Barents Dr L/S	0	0	0	24,711	0	24,711	0
<b>Total Other Expenditures</b>		<b>988,912</b>	<b>1,936,582</b>	<b>(947,671)</b>	<b>1,100,734</b>	<b>2,023,282</b>	<b>(922,548)</b>	<b>2,023,282</b>
<b>Excess Revenues (Expenditures)</b>		<b>(\$1,053,914)</b>	<b>(\$552,888)</b>	<b>(\$501,026)</b>	<b>(\$701,999)</b>	<b>\$0</b>	<b>(\$701,999)</b>	<b>\$0</b>

Harris County MUD No 109 - GOF

**Balance Sheet**

As of May 31, 2021

May 31, 21

**ASSETS**

Current Assets

Checking/Savings

11100 · Cash in Bank

288,241

Total Checking/Savings

288,241

Other Current Assets

11300 · Time Deposits

3,479,685

11500 · Accounts Receivable

223,596

11520 · Maintenance Tax Receivable

59,522

11580 · Accrued Interest

25,896

11720 · Due From COH

19,202

11750 · Due From Tax Account

494,203

11780 · Due from A.C.P.

71,340

11920 · Reserve in A.C.P.

257,585

Total Other Current Assets

4,631,028

Total Current Assets

4,919,269

**TOTAL ASSETS**

4,919,269

**LIABILITIES & EQUITY**

Liabilities

Current Liabilities

Accounts Payable

12000 · Accounts Payable

177,748

Total Accounts Payable

177,748

Other Current Liabilities

12080 · Deferred Taxes

59,522

12100 · Payroll Liabilities

482

12610 · Customer Meter Deposits

267,131

12770 · Unclaimed Property

1,358

12787 · Lee Annexation

7,191

12788 · Barents Annexation

(24,432)

12790 · Country Scramble

(15,111)

Total Other Current Liabilities

296,140

Total Current Liabilities

473,888

Total Liabilities

473,888

Equity

13010 · Unallocated Fund Balance

5,147,380

Net Income

(701,999)

Total Equity

4,445,381

**TOTAL LIABILITIES & EQUITY**

4,919,269

**Harris County MUD No. 109**  
**District Debt Service Payments**

06/01/2021 - 06/01/2022

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
<b>Debt Service Payment Due 10/01/2021</b>						
Bank of New York	2011 - Refunding	10/01/2021		580,000.00	40,500.00	620,500.00
Bank of New York	2013 - Refunding	10/01/2021		105,000.00	61,625.00	166,625.00
Regions Bank	2015 - Refunding	10/01/2021		70,000.00	72,122.40	142,122.40
Bank of New York	2017 - WS&D	10/01/2021		380,000.00	190,171.88	570,171.88
<b>Total Due 10/01/2021</b>				<b>1,135,000.00</b>	<b>364,419.28</b>	<b>1,499,419.28</b>
<b>Debt Service Payment Due 04/01/2022</b>						
Bank of New York	2011 - Refunding	04/01/2022		0.00	28,900.00	28,900.00
Bank of New York	2013 - Refunding	04/01/2022		0.00	60,181.25	60,181.25
Regions Bank	2015 - Refunding	04/01/2022		0.00	71,215.50	71,215.50
Bank of New York	2017 - WS&D	04/01/2022		0.00	186,371.88	186,371.88
<b>Total Due 04/01/2022</b>				<b>0.00</b>	<b>346,668.63</b>	<b>346,668.63</b>
<b>District Total</b>				<b>\$1,135,000.00</b>	<b>\$711,087.91</b>	<b>\$1,846,087.91</b>

Harris County MUD No 109 - GOF

Annexations

All Transactions

Date	Num	Name	Memo	Debit	Credit	Balance
<b>12787 - Lee Annexation</b>						
04/26/2019	JE		Deposit for Annexation		15,000.00	15,000.00
05/31/2019	5-190176	BGE, Inc.	Engineering Fees - Annexation No. 11	984.83		14,015.17
06/30/2019	6-190136	BGE, Inc.	Engineering Fees - Annexation No. 11	3,418.23		10,596.94
07/31/2019	7-190471	BGE, Inc.	Engineering Fees - Annexation No. 11	1,887.45		8,709.49
07/31/2019	9495136631	Norton Rose Fulbright US LLP	Legal Fees	172.50		8,536.99
08/31/2019	191647	The Research Staff, Inc.	Title Report - Annexation	80.00		8,456.99
08/31/2019	PSI19001733	Harris County Appraisal District	Certificate of Ownership - Annexation	5.00		8,451.99
08/31/2019	8-190493	BGE, Inc.	Engineering Fees - Annexation No. 11	398.44		8,053.55
08/31/2019	9495142345	Norton Rose Fulbright US LLP	Legal Fees	702.50		7,351.05
09/30/2019	9495149477	Norton Rose Fulbright US LLP	Legal Fees	143.75		7,207.30
10/31/2019	10-190502	BGE, Inc.	Engineering Fees - Annexation No. 11	273.44		6,933.86
10/31/2019	9495155990	Norton Rose Fulbright US LLP	Legal Fees - Annexation	1,548.75		5,385.11
11/30/2019	11-190054	BGE, Inc.	Engineering Fees - Annexation No. 11	2,167.95		3,217.16
11/30/2019	9495163224	Norton Rose Fulbright US LLP	Legal Fees	742.50		2,474.66
12/31/2019	12-190187	BGE, Inc.	Engineering Fees - Annexation No. 11	1,289.06		1,185.60
12/31/2019	9495170944	Norton Rose Fulbright US LLP	Legal Fees - Annexation	496.18		689.42
01/31/2020	9495175858	Norton Rose Fulbright US LLP	Legal Fees - Annexation	270.00		419.42
02/29/2020	2-200558	BGE, Inc.	Engineering Fees - Annexation No. 11	195.31		224.11
02/29/2020	9495182734	Norton Rose Fulbright US LLP	Legal Fees - Annexation	270.00		-45.89
04/30/2020	9495196527	Norton Rose Fulbright US LLP	Legal Fees - Annexation	360.00		-405.89
06/30/2020	9495209384	Norton Rose Fulbright US LLP	Legal Fees - Annexation	90.00		-495.89
07/31/2020	9495216040	Norton Rose Fulbright US LLP	Legal Fees - Annexation	0.00		-495.89
08/31/2020	9495222409	Norton Rose Fulbright US LLP	11th Annexation	691.35		-1,187.24
09/30/2020	9495231141	Norton Rose Fulbright US LLP	11th Annexation	71.39		-1,258.63
10/31/2020	9495236610	Norton Rose Fulbright US LLP	11th Annexation	0.00		-1,258.63
11/30/2020	9495244364	Norton Rose Fulbright US LLP	11th Annexation	1,050.00		-2,308.63
12/02/2020	JE		Deposit for Lee Annexation		15,000.00	12,691.37
12/31/2020	9495251043	Norton Rose Fulbright US LLP	11th Annexation	300.00		12,391.37
01/31/2021	HCMUD109LE...	ROW Management LLC	Lee Annexation Expense	1,560.00		10,831.37
01/31/2021	9495256008	Norton Rose Fulbright US LLP	11th Annexation	0.00		10,831.37
02/28/2021	HCMUD109LE...	ROW Management LLC	Lee Annexation Expense	3,640.00		7,191.37
Total 12787 - Lee Annexation				22,808.63	30,000.00	7,191.37
<b>12788 - Barents Annexation</b>						
08/31/2019	Rcpt	BBVA	Barents Annexation Deposit - Ida Gilbert		5,000.00	5,000.00
08/31/2019	Rcpt	BBVA	Barents Annexation Deposit - GAP Plumbing L...		5,000.00	10,000.00
08/31/2019	9495142345	Norton Rose Fulbright US LLP	Legal Fees	322.50		9,677.50
09/03/2019	Rcpt	BBVA	Barents Annexation Deposit - Champ Auto Gr...		5,000.00	14,677.50
09/30/2019	9-190038	BGE, Inc.	Engineering Fees - Annexation No. 12	1,205.47		13,472.03
09/30/2019	9495149477	Norton Rose Fulbright US LLP	Legal Fees	143.75		13,328.28
10/31/2019	9495155990	Norton Rose Fulbright US LLP	Legal Fees - Annexation	517.50		12,810.78
10/31/2019	10-190504	BGE, Inc.	Engineering Fees - Annexation No. 12	6,362.73		6,448.05
11/30/2019	11-190056	BGE, Inc.	Engineering Fees - Annexation No. 12	3,448.57		2,999.48
11/30/2019	9495163224	Norton Rose Fulbright US LLP	Legal Fees	146.25		2,853.23
12/31/2019	12-190189	BGE, Inc.	Engineering Fees - Annexation No. 12	2,516.81		336.42
12/31/2019	9495170944	Norton Rose Fulbright US LLP	Legal Fees - Annexation	1,350.00		-1,013.58
01/31/2020	1-200553	BGE, Inc.	Engineering Fees - Annexation No. 12	292.97		-1,306.55
01/31/2020	9495175858	Norton Rose Fulbright US LLP	Legal Fees - Annexation	0.00		-1,306.55
02/29/2020	2-200560	BGE, Inc.	Engineering Fees - Annexation No. 12	2,171.88		-3,478.43
02/29/2020	2-200525	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibility	2,762.20		-6,240.63
02/29/2020	9495182734	Norton Rose Fulbright US LLP	Legal Fees - Annexation	0.00		-6,240.63
03/31/2020	3-200228	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibility	454.00		-6,694.63
04/30/2020	4-200364	BGE, Inc.	Engineering Fees - Annexation No. 12	2,332.65		-9,027.28
04/30/2020	4-200354	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibility	3,165.61		-12,192.89
04/30/2020	9495196527	Norton Rose Fulbright US LLP	Legal Fees - Annexation	0.00		-12,192.89
05/31/2020	5-200205	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibility	883.59		-13,076.48
06/30/2020	6-200423	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibility	1,953.10		-15,029.58
06/30/2020	9495209384	Norton Rose Fulbright US LLP	Legal Fees - Annexation	978.75		-16,008.33
07/31/2020	7-200217	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibility	390.62		-16,398.95
07/31/2020	9495216040	Norton Rose Fulbright US LLP	Legal Fees - Annexation	243.75		-16,642.70
08/31/2020	9495222409	Norton Rose Fulbright US LLP	12th Annexation	3,286.35		-19,929.05
09/30/2020	9495231141	Norton Rose Fulbright US LLP	12th Annexation	71.39		-20,000.44
10/31/2020	9495236610	Norton Rose Fulbright US LLP	12th Annexation	341.25		-20,341.69
11/30/2020	9495244364	Norton Rose Fulbright US LLP	12th Annexation	250.00		-20,591.69
12/31/2020	9495251043	Norton Rose Fulbright US LLP	12th Annexation	150.00		-20,741.69
01/31/2021	9495256008	Norton Rose Fulbright US LLP	12th Annexation	740.00		-21,481.69
02/28/2021	9495262527	Norton Rose Fulbright US LLP	12th Annexation	1,080.33		-22,562.02
03/31/2021	9495270101	Norton Rose Fulbright US LLP	12th Annexation	570.00		-23,132.02
04/30/2021	9495276855	Norton Rose Fulbright US LLP	12th Annexation	770.00		-23,902.02
05/31/2021	9495283640	Norton Rose Fulbright US LLP	12th Annexation	530.00		-24,432.02
Total 12788 - Barents Annexation				39,432.02	15,000.00	-24,432.02
<b>12790 - Country Scramble</b>						
02/29/2020	2-200526	BGE, Inc.	Engineering Fees - Country Scramble	13,193.61		-13,193.61
03/31/2020	3-200229	BGE, Inc.	Engineering Fees - Country Scramble	585.93		-13,779.54
04/30/2020	4-200355	BGE, Inc.	Engineering Fees - Country Scramble	355.31		-14,134.85
05/31/2020	5-200206	BGE, Inc.	Engineering Fees - Country Scramble	390.62		-14,525.47
06/30/2020	6-200424	BGE, Inc.	Engineering Fees - Country Scramble	195.31		-14,720.78
07/31/2020	7-200218	BGE, Inc.	Engineering Fees - Country Scramble	390.62		-15,111.40
Total 12790 - Country Scramble				15,111.40	0.00	-15,111.40
<b>TOTAL</b>				<b>77,352.05</b>	<b>45,000.00</b>	<b>-32,352.05</b>

**Harris County MUD No. 109  
Sales Tax Revenue History**

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2017	5,434	5,703	7,385	5,723	6,692	8,112	5,584	5,221	7,033	6,909	5,885	7,225	76,905
2018	6,828	6,158	7,730	6,930	7,116	6,632	5,430	6,434	5,972	6,345	5,322	6,267	77,163
2019	5,893	6,065	7,408	1,957	6,274	6,053	6,211	6,128	5,846	6,457	5,596	6,855	70,743
2020	4,731	7,165	6,772	6,430	6,900	7,374	6,906	6,552	7,243	7,347	6,362	7,490	81,272
2021	7,086	5,898	9,019										22,003
<b>Total</b>	<b>\$39,272</b>	<b>\$40,160</b>	<b>\$51,216</b>	<b>\$28,020</b>	<b>\$32,942</b>	<b>\$47,711</b>	<b>\$34,503</b>	<b>\$35,639</b>	<b>\$39,172</b>	<b>\$39,324</b>	<b>\$33,581</b>	<b>\$39,452</b>	<b>\$460,992</b>



**Harris County MUD 109  
Cash Flow Forecast**

	<u>May-22</u>	<u>May-23</u>	<u>May-24</u>	<u>May-25</u>	<u>May-26</u>
Assessed Value	\$659,797,320	\$659,797,320	\$659,797,320	\$659,797,320	\$659,797,320
Maintenance Tax Rate	<b>\$0.1650</b>	<b>\$0.1650</b>	<b>\$0.1650</b>	<b>\$0.1650</b>	<b>\$0.1650</b>
Maintenance Tax	\$1,066,892	\$1,066,892	\$1,066,892	\$1,066,892	\$1,066,892
% Change in Water Rate		1.00%	1.00%	1.00%	1.00%
% Change in Sewer Rate		3.00%	3.00%	3.00%	3.00%
% Change in NHCRWA		10.00%	10.00%	10.00%	10.00%
% Change in Expenses		5.00%	5.00%	5.00%	5.00%
<b>Beginning Cash Balance</b>	\$3,767,926	\$3,259,919	\$2,973,644	\$2,607,384	\$2,246,035
<b><i>Revenues</i></b>					
Maintenance Tax	\$1,068,216	\$1,066,892	\$1,066,892	\$1,066,892	\$1,066,892
Water Revenue	537,400	542,774	548,202	553,684	559,221
Sewer Revenue	642,200	661,466	681,310	701,749	722,802
NHCRWA Revenue	1,215,000	1,406,062	1,546,669	1,701,335	1,871,469
Additional Revenue	184,089	193,293	202,958	213,106	223,761
	<b>\$3,646,905</b>	<b>\$3,870,488</b>	<b>\$4,046,031</b>	<b>\$4,236,767</b>	<b>\$4,444,145</b>
<b><i>Expenses</i></b>					
NHCRWA Expense	\$1,367,100	\$1,503,810	\$1,654,191	\$1,819,610	\$2,001,571
Other Expenses	2,002,812	2,102,953	2,208,100	2,318,505	2,434,431
	<b>\$3,369,912</b>	<b>\$3,606,763</b>	<b>\$3,862,291</b>	<b>\$4,138,115</b>	<b>\$4,436,002</b>
<b>Net Surplus</b>	\$276,993	\$263,725	\$183,739	\$98,651	\$8,143
<b><i>Other Revenues/Expenses</i></b>					
WP 1 Booster Pump Improvements	\$100,000	\$0	\$0	\$0	\$0
WP 1 Well Rehab & Motor Replacement	0	0	200,000	0	0
WP 1 Electrical Control Improvements	0	0	250,000	210,000	0
WP 1 GST 1 Replacement	0	250,000	0	0	0
WP 2 Expansion	0	0	0	0	0
WP 2 Well Rehab & Motor Replacement	0	0	0	200,000	0
Lift Station No. 1	205,000	0	0	0	0
Lift Station No. 3	125,000	0	0	0	0
Lift Station No. 5	115,000	0	0	0	0
Barents Dr Lift Station No. 6	0	0	0	0	0
HC 46 Water Interconnect	0	0	50,000	0	0
FM 1960 Utility Relocation	0	0	0	0	0
Manholes Valve Rehab	0	250,000	0	0	0
Manholes Survey	120,000	0	0	0	0
Water Valve Survey	70,000	0	0	0	0
Capital Outlay - AJOB	50,000	50,000	50,000	50,000	50,000
Transfer from Construction Fund	0	0	0	0	0
	<b>\$785,000</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$460,000</b>	<b>\$50,000</b>
Construction Surplus	\$0	\$0	\$0	\$0	\$0
<b>Ending Cash Balance</b>	<b>\$3,259,919</b>	<b>\$2,973,644</b>	<b>\$2,607,384</b>	<b>\$2,246,035</b>	<b>\$2,204,178</b>
Operating Reserve % of Exp <i>(Ideal is at least 100%)</i>	96.74%	82.45%	67.51%	54.28%	49.69%
Remaining Bonding Capacity - \$12,950,000					



# Harris County MUD No. 109

**2021 AWBD Annual Conference**  
**Thursday, June 17 - Saturday, June 19, 2021**  
**Henry B. Gonzalez Convention Center, San Antonio, TX**

DIRECTOR		CONFERENCE REGISTRATION		ADVANCE	PRIOR CONFERENCE EXPENSES
Name	Attending	Online	Paid	Paid	Paid
Cheryl Moore	Yes	Yes	Yes		Yes
Chris Green	Yes	Yes	Yes	Yes	Yes
Nancy Frank	Yes	Yes	Yes	Yes	Yes
Owen Parker	Yes	Yes	Yes		Yes
Robin Sulpizio	Yes	Yes	Yes	Yes	Yes

Note: Register on-line [www.awbd-tx.org](http://www.awbd-tx.org) (For log in assistance, contact Taylor Cavnar: [tcavnar@awbd-tx.org](mailto:tcavnar@awbd-tx.org))  
 This page only confirms registration for the conference, not hotel registrations.  
 All hotel reservations are the sole responsibility of each attendee.  
 Your conference registration confirmation will contain a housing reservation request web link.  
 The link will require the registration number from your conference registration before you can reserve a room.  
 All requests for an advance of funds must be sent via email to the bookkeeper within 30 days of conference.

REGISTRATION DATES:

Late Registration:	Begins	05/06/21	In-Person	Virtual
			\$525	\$399

CANCELLATION POLICY:  
 All cancellations must be made in writing.  
 A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 05/05/2021.  
 There will be no refunds after 05/05/2021.

HOUSING INFORMATION:  
 Hotel reservations are only available to attendees who are registered with AWBD-TX for the Conference.  
 If you have any questions, please contact Taylor Cavnar at (281) 350-7090.



## ENGINEERING REPORT

June 14, 2021

**To:** Harris County MUD No. 109 Board of Directors

**From:** Bill Kotlan, P.E.

District Engineer

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**7. Review Engineer's Report**, including approval of pay estimates, authorization of change orders to pending construction contracts, and authorization of capacity commitments:

**a. American Water Infrastructure Act (2018):** The Risk Assessment is complete in accordance with the AWIA Act. We are working on the Emergency Response Plan that is due at the end of the year.

**b. Utility Relocations related to FM 1960 Widening: Update**

Currently, other utilities are relocating in the FM 1960 ROW. When Angel Brothers begins relocating the District water lines and force main, we will monitor and coordinate with District operator.

**c. Water Plant No. 2 Expansion**

Construction has begun. We are reviewing submittals and preparing a change order for material cost increases and to add the bathroom to the control building. While the costs for the water plant have increased over what was budgeted several years ago, we have sufficient surplus funds to cover the change order. I will discuss specifics at the meeting. No Action Items this month.

**d. Barents Drive Lift Station**

We have all easements and are waiting for city approval.

**e. Water Line Extension (Annexation 11)**

Project has been submitted for city review.

**f. Wastewater Treatment Plant**

Rehabilitation design on hold. Updated the Stormwater Pollution Prevention Plan per new TCEQ stormwater discharge permit.

**g. Developer's Report:** No Update

**h. Capacity Commitments (Annexation 12): at City of Houston**

**i. Ashley (Dirt Cheap):** No change this month.

**ii. Teo Lopez (Country Scramble):** No change this month.

**iii. Shawn Gilbert service request:** No change this month.

**i. 19715 Oak Branch Court**

The District's insurance agent has visited the site and is evaluating the claim.

May 26, 2021  
Project No. 701041002

Harris County Municipal Utility District No. 109  
c/o Ms. Susana Blauser  
BGE, Inc.  
10777 Westheimer, Suite 400  
Houston, Texas 77042

Subject: Proposal for Construction Materials Testing and Observation Services  
HCMUD No. 109 Water Plant No. 2 Expansion  
20398 Burle Oak Drive  
Atascocita, Texas

Dear Ms. Blauser:

We are pleased to present this proposal to provide materials testing services at the subject site. In preparation of this proposal, we have reviewed the provided plans and specifications. The project will consist of construction of utilities, a new ground storage tank, CMU building, concrete structures, and concrete paving. This proposal was prepared without the benefit of a construction schedule and is based on our assumptions as to the needed materials testing.

Ninyo & Moore's Houston laboratory is supervised by registered civil engineers and meets the requirements of the ASTM E329, ASTM C1077, and ASTM D3740. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and regularly participates in Cement and Concrete Reference Laboratory (CCRL) and AASHTO's Material Reference Laboratory (AMRL) reference testing. In addition, we are accredited by the American Association for Laboratory Accreditation (A2LA). A list of our scope of accreditation can be found at the A2LA website ([www.a2la.org](http://www.a2la.org)).

## SCOPE OF SERVICES

- Attend preconstruction and site meetings, as requested.
- Perform proofrolling observation for fill placement.
- Perform field observation and in-place density testing for site fill, utility trench backfill, tank pad fill, and paving subgrade.
- Perform concrete sampling/testing for the tank ring, foundations, structures, and paving.

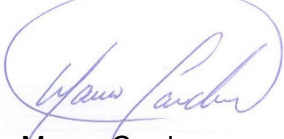
- Perform rebar Inspection and grout prisms for CMU building.
- Perform laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), and 200 Wash.
- Perform laboratory testing to evaluate the compressive strength of cement treated sand and concrete cylinders.
- Consultation and project management.

## ESTIMATED FEE

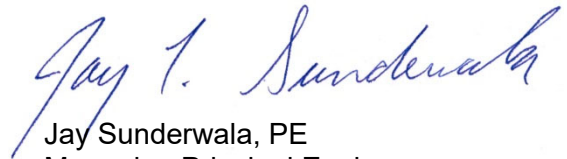
We propose to provide our services on a time-and-materials basis accrued in accordance with the attached cost estimate. We estimate the fee for our services to be approximately \$15,700 (Fifteen Thousand Seven Hundred Dollars). Our estimated fee does not include overtime, stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached Schedule of Fees. A breakdown of our fee is presented in the attached Table 1.

To authorize our services, please sign and return the attached Work Authorization and Agreement. We look forward to working with you.

Respectfully submitted,  
**NINYO & MOORE**



Marco Cordova  
Project Manager



Jay Sunderwala, PE  
Managing Principal Engineer

MRC/JTS/lis

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees  
Work Authorization and Agreement

**Table 1 - Breakdown of Estimated Fee**

**Earthwork**

Engineering Technician

Utilities/Paving/Tank Pad	5 days @ 8	hours/day @ \$ 60.00 /hour	\$ 2,400.00
Utilities/Paving/Tank Pad	4 days @ 4	hours/day @ \$ 60.00 /hour	\$ 960.00
Proctor Pick Ups	2 days @ 4	hours/day @ \$ 60.00 /hour	\$ 480.00
Vehicle Usage Charge	64	hours @ \$ 10.00 /hour	\$ 640.00
Nuclear Density Gauge	56	hours @ \$ 12.00 /hour	\$ 672.00

Laboratory Testing

Standard Proctor Density, D 698	3	samples @ \$ 200.00 /sample	\$ 600.00
Standard Proctor Density Treated Soils, D 698	1	sample @ \$ 225.00 /sample	\$ 225.00
200 Wash	3	samples @ \$ 60.00 /sample	\$ 180.00
CSS Compressives	3	sets @ \$ 260.00 /set	\$ 780.00
Atterberg Limits	3	samples @ \$ 65.00 /sample	\$ 195.00

**Subtotal \$ 7,132.00**

**Concrete**

Engineering Technician	8 days @ 8	hours/day @ \$ 60.00 /hour	\$ 3,840.00
Cylinder Pick Ups (no charge if already onsite for other services)	4 days @ 4	hours/day @ \$ 60.00 /hour	\$ 960.00
Vehicle Usage Charge	80	hours @ \$ 10.00 /hour	\$ 800.00
Compression Tests of Cylinders	9 sets @ 4	samples/set @ \$ 68.00 /set	\$ 612.00

**Subtotal \$ 6,212.00**

**Masonry**

Engineering Technician	2 days @ 6	hours/day @ \$ 60.00 /hour	\$ 720.00
Vehicle Usage Charge	12	hours @ \$ 10.00 /hour	\$ 120.00
Compression Tests of Grout Prisms	2 sets @ 4	samples/set @ \$ 40.00 /set	\$ 80.00

**Subtotal \$ 920.00**

**Engineering Review, Consultation, and Data Processing**

Principal Engineer	2	hours @ \$ 180.00 /hour	\$ 360.00
Project Manager	8	hours @ \$ 90.00 /hour	\$ 720.00
Data Processor	8	hours @ \$ 45.00 /hour	\$ 360.00

**Subtotal \$ 1,440.00**

**TOTAL ESTIMATED FEE**

**\$ 15,704.00**

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 180
Senior Engineer/Geologist/Environmental Scientist .....	\$ 150
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 140
Project Engineer/Geologist/Environmental Scientist .....	\$ 130
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 115
Staff Engineer/Geologist/Environmental Scientist .....	\$ 110
GIS Analyst .....	\$ 85
Technical Illustrator/CAD Operator .....	\$ 55

#### Field Staff

Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 140
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 120
Certified Asbestos/Lead Technician .....	\$ 120
Field Operations Manager .....	\$ 90
Supervisory Technician .....	\$ 75
Senior Technician .....	\$ 65
Technician .....	\$ 60

#### Administrative Staff

Geotechnical/Environmental/Laboratory Assistant .....	\$ 45
Information Specialist .....	\$ 45
Data Processor .....	\$ 45

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 10/hr
Expert Witness Testimony .....	\$ 400/hr
Direct Expenses .....	Cost plus 15%

Special equipment charges will be provided upon request.

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday, evening hours, and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318	\$ 65
California Bearing Ratio (CBR), D 1883, per point	\$ 215
One Dimensional Consolidation, D 2435	\$ 360
Consolidation Additional Increments, D 2435	\$ 50
Hydrometer Analysis, D 422	\$ 120
Double Hydrometer Analysis, D 4221	\$ 175
Moisture Content, D 2216	\$ 9
Moisture and Density, D 2937	\$ 50
Permeability, D 2434	\$ 300
Specific Gravity, D 854	\$ 60
Standard Proctor Density, D 698	\$ 200
Modified Proctor Density, D 1557	\$ 215
(Rock corrections add \$70)	
Sieve Analysis, D 422	\$ 60
Sieve Analysis, 200 Wash, D 1140	\$ 60
Swell Test, D 4546	\$ 290
Triaxial Shear, U.U., D 2850 per point	\$ 75
Unconfined Compression, D 2166	\$ 45
Pinhole Dispersion Test, D 4647	\$ 285
Crumb Test Dispersion Test, D 4647	\$ 40
Lime Determination, PI Method	\$ 260
Lime Determination, pH Method, D 62765	\$ 240
Compressive Strength Cement Stabilized Sand, D 1633	\$ 65
Standard Proctor Density Treated Soils, D 698	\$ 225
Modified Proctor Density Treated Soils, D 1557	\$ 240

### MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 70
Brick Absorption, 5-hour boiling, C 67	\$ 70
Brick Absorption, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 35
Brick Moisture as received, C 67	\$ 35
Brick Measurement, C 67	\$ 55
CMU Block Compression Test, 8x8x16, C 140	\$ 90
CMU Block Unit Weight and Absorption, C 140	\$ 85
CMU Block Moisture Content, C 140	\$ 80
CMU Block Measurement, C 140	\$ 30
Compressive Strength, Grout prism, C 1019, each	\$ 50
Compressive Strength, Mortar Cube, C 109, each	\$ 30

### CONCRETE

Compression Strength, C 39	\$ 17
Flexural Test, C 78 or C 293	\$ 27
Splitting Tensile Strength, C 496	\$ 110
Time of Setting of Cement by Vicat Needle, C 191	\$ 250
Concrete Laboratory Mix Verification, Excluding cylinders	\$ 300
Concrete Core Compressive Strength, Includes Prep, C 42	\$ 90
Concrete Core Measurement, C 174	\$ 15
Concrete Coring Minimum Charge	\$ 350
Concrete Coring – 4" Diameter to 6-inch depth	\$ 110
Concrete Coring Additional Thickness 6" to 12" depth	\$ 10/in
Concrete Coring Additional Thickness over 12" depth	\$ 15/in
Compressive Strength Lt. Wt. Insulating Concrete, C 495	\$ 30
Unit Weight of Lt. Wt. Insulating Concrete, C 495	\$ 25

### FIREPROOFING

Density of SFRM, E 605	\$ 40
Cohesion/Adhesion of SFRM, E 736	\$ 30

### ASPHALT

Asphalt Mix Design Review, Job Spec	\$ 220
Asphalt Mix Design, 5 points	\$ 1,700
Extraction, % Asphalt, including Gradation, Tex 210F	\$ 205
Hveem Stability, Tex 208F	\$ 95/set
Bulk Density Lab Molded Samples, Tex 207F	\$ 55/set
Bulk Density Core, Tex 207F	\$ 50
Molding Specimens, Tex 206F	\$ 65/set
Measurement of Asphalt Cores	\$ 15
Asphalt Coring Minimum Charge	\$ 400
Asphalt Coring – 4" Diameter to 6-inch depth	\$ 95
Concrete Coring Additional Thickness over 6" depth	\$ 10/in
Maximum Theoretical Unit Weight, Tex 227F	\$ 90

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 50
Los Angeles Abrasion, C 131 or C 535	\$ 200
Organic Impurities, C 40	\$ 50
Sieve Analysis, Coarse Aggregate, C 136	\$ 75
Sieve Analysis, Fine Aggregate, C 136	\$ 75
Decantation, C 117	\$ 45
Specific Gravity, Coarse, C 127	\$ 120
Specific Gravity, Fine, C 128	\$ 135

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



## WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to: **NINYO & MOORE**  
2313 W. Sam Houston Parkway, North, Suite 119  
Houston, Texas 77043

PROJECT NO. **701041002**

1. PROJECT ADDRESS: **20398 Burle Oak Drive  
Atascocita, Texas**
2. PROJECT DESCRIPTION: **Construction Materials Testing and Observation Services  
HCMUD No. 109 Water Plant No. 2 Expansion**
3. SCOPE OF STUDY: **Please refer to proposal dated May 26, 2021.**
4. FEE: **\$15,700 (Fifteen Thousand Seven Hundred Dollars – Time and Materials)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Harris County Municipal Utility Distribrt 109 c/o BGE, Inc.** PHONE: **281-558-8700**  
**10777 Westheimer, Suite 400**  
**Houston, Texas 77042**
- CONTACT: **Ms. Susana Blauser, PE** PHONE: **832-913-4121**
7. STATEMENT TO BE SENT TO: **Client**

## CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Harris County Municipal Utility Distribrt 109 c/o BGE, Inc.**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **701041002** dated **May 26, 2021**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

## STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

## SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

## SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

## MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

## OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

## BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT alongside the deliverable, and will be due and payable within thirty (30) days. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice

not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

## TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

## RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

## INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

## DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

## DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

## GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

\_\_\_\_\_  
**Printed Name of Client or Authorized Agent**

\_\_\_\_\_  
**Signature of Client or Authorized Agent**

  
\_\_\_\_\_  
**Jay Sunderwala, PE / Managing Principal Engineer**

\_\_\_\_\_  
**Date**

05/26/21  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**PM: MRC**

**WWWMS, INC.**  
**HARRIS COUNTY MUD # 109**  
**OPERATIONS REPORT**  
**Tuesday, June 15, 2021**

**BILLING AND COLLECTION RECAP:**

**DEPOSITED IN YOUR ACCOUNT LAST MONTH:**

Period Ending:	May-21
Deposit:	\$ 3,500.00
Penalty:	\$ -
Water:	\$ 50,706.04
Sewer:	\$ 50,028.79
Inspection:	\$ 520.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 748.07
NHCRWA:	\$ 91,372.18
Reconnect:	\$ -
NSF Fee:	\$ 105.00
<b>Total Collections:</b>	<b>\$ 196,980.08</b>

**CURRENT BILLING:**

Period Ending:	Jun-21
Deposit:	\$ -
Penalty:	\$ -
Water:	\$ 41,056.91
Sewer:	\$ 52,388.68
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ -
NHCRWA:	\$ 88,651.70
<b>Total Billing:</b>	<b>\$ 182,898.29</b>

**CUSTOMER AGED RECEIVABLES:**

30 Day	24%	\$ 43,388.55
60 Day	5%	\$ 9,141.71
90 Day	1%	\$ 2,219.11
120 Day	5%	\$ 8,648.85
Overpayments		\$ (9,591.48)
<b>Total Receivables:</b>		<b>\$ 53,806.74</b>

**HGCSD PERIOD: 5/1/21 THRU 5/31/21**

**Period 6/1/20 thru 5/31/21**

**MONTHLY TOTAL**

Gallons Authorized:	450.000	MG
Current Month Produced:	26.438	MG
Cum. Gallons Produced:	331.387	MG
Auth. Gallons Remaining:	118.613	MG
Avg. Gallons Per Month:	27.615	MG
Permit Months Remaining:	0	

**WATER PLANT OPERATIONS:**

**Period: 5/1/2021 thru 5/31/2021**

**MONTHLY TOTAL**

Production:	26.438	MG
Amount Purchased:	0.000	MG
Total Amount:	26.438	MG
Consumption: (Billed)	20.382	MG
Accounted for Maint. (Flushing)	3.800	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	24.982	MG
Daily Average Production:	0.852	MG
Percent Accounted For:	94.49%	

**NEW METER INSTALLATIONS:**

Residential:	0
Commercial:	0
<b>Total:</b>	<b>0</b>

**CONNECTION COUNT:**

Residential:	2988
Commercial:	107
Clubs/Schools:	1
Irrigation:	19
Vacant:	34
Builders:	25
Vacation:	0
No Bill:	7
	<hr/>
	3181
New Finals and Transfers	-31
	<hr/>
	<b>3150</b>

**ACCOUNTS SENT TO COLLECTIONS:**

Total of (0)

**HARRIS COUNTY MUD #109**  
**ACTIVITY REPORT**  
**June 15, 2021**

Item 1: Attached Reports are listed as follows:

- a.) Accounts turned over to collections.
- b.) Historical data on water production report.
- c.) NHCRWA Pumpage and Billing report for MAY 2021
- d.) Billing / Recap Summary Report

Item 2: Fire hydrants have been inspected and flushed

Item 3: Cut off report

**ACTION ITEM**

- a.) Review cut off list

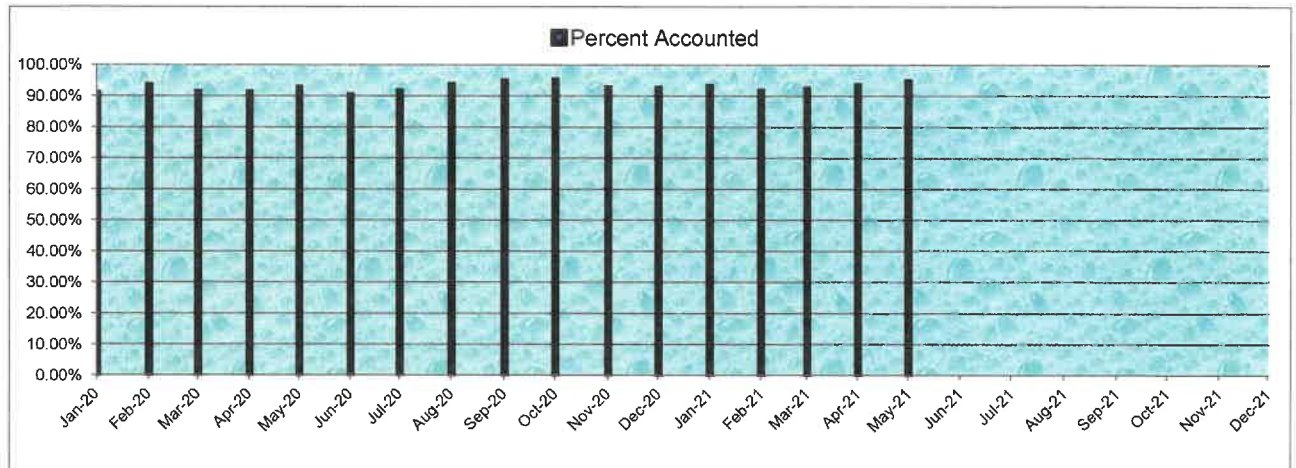
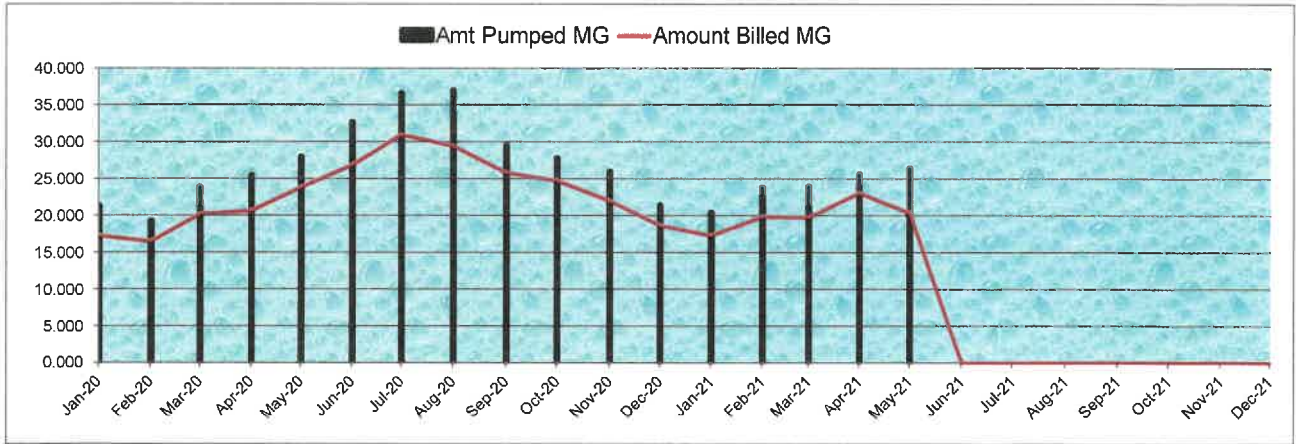
Request for approval to resume door tags, delinquent letters, penalties and terminations per rate order.

# HARRIS COUNTY MUD #109

## WATER PRODUCTION REPORT

June 15, 2021

Month /Year	Amt Pumped MG	Amt Billed MG	Maint. MG	Purchased MG	Amount HC 151	Total Amount	Percent Accounted
Jan-20	21,299	17,314	2,000	0.000	0.000	19,314	90.68%
Feb-20	19,261	16,555	1,400	0.000	0.000	17,955	93.22%
Mar-20	23,874	20,258	1,500	0.000	0.000	21,758	91.14%
Apr-20	25,520	20,707	2,500	0.000	0.000	23,207	90.94%
May-20	27,986	23,889	2,000	0.000	0.000	25,889	92.51%
Jun-20	32,674	26,918	2,000	0.000	0.500	29,418	90.03%
Jul-20	36,621	30,975	1,850	0.000	0.650	33,475	91.41%
Aug-20	37,007	29,477	4,500	0.000	0.600	34,557	93.38%
Sep-20	29,538	25,826	1,200	0.000	0.945	27,971	94.69%
Oct-20	27,800	24,755	1,000	0.000	0.650	26,405	94.98%
Nov-20	25,948	22,039	1,000	0.000	0.945	23,984	92.43%
Dec-20	21,410	18,681	0.500	0.000	0.590	19,771	92.34%
Jan-21	20,464	17,381	0.650	0.000	1.000	19,031	93.00%
Feb-21	23,857	19,921	1,200	0.000	0.700	21,821	91.47%
Mar-21	23,992	19,792	1,500	0.000	0.800	22,092	92.08%
Apr-21	25,638	23,101	0.000	0.000	0.800	23,901	93.22%
May-21	26,438	20,382	3,800	0.000	0.800	24,982	94.49%
Jun-21							
Jul-21							
Aug-21							
Sep-21							
Oct-21							
Nov-21							
Dec-21							
<b>Total</b>	<b>449,327</b>	<b>377,971</b>	<b>28,600</b>	<b>0.000</b>	<b>8,980</b>	<b>415,531</b>	<b>1572.02%</b>
<b>Average</b>	<b>26,431</b>	<b>22,234</b>	<b>1,682</b>	<b>0.000</b>	<b>0,528</b>	<b>24,443</b>	<b>92.47%</b>







**NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY**  
**Groundwater and/or Surface Water Reporting and Billing Form - 2021**  
 \*\*\*Report filed online\*\*\* <http://oprs.nhcrwa.com>

Name of Well Owner or Recipient of Surface Water: Harris County MUD 109

*Billing period for which the report is being filed*

Billing Period	Rate per 1,000 gallons	Due Date
May 01-31, 2021	\$4.60 groundwater \$5.05 surface water	July 18, 2021

*Gallons of Groundwater Pumped for Billing Period*

	Start Meter Reading	End Meter Reading	Total
Well #2083	256,284 x1000	260,615 x1000	4,331,000
Well #4448	861,739 x1000	884,128 x1000	22,389,000
Adjustment			0

*Water imported from outside NHCRWA*

Imported water Meter reading:	Source:		
	x	x	0

*Miscellaneous water (not billed)*

Other entity	Water Type	Direction	Amount
	Groundwater	Out	

1	Enter total gallons of groundwater pumped and/or imported	26,720,000
2	Divide by 1000	26,720
3	Total groundwater fee due (multiply line 2 x \$4.60)	\$122,912.00
4	Enter total gallons of surface water received	0
5	Divide by 1000	0
6	Total surface water fee due (multiply line 5 x \$5.05)	\$0.00
7	Deduct 2003 Capital Contribution Credit amount, if applicable	(\$12,261.25)
8	Deduct 2005 Capital Contribution Credit amount, if applicable	(\$0.00)
9	Deduct 2008 Capital Contribution Credit amount, if applicable	(\$0.00)
10	Deduct Chloramination System Credit or other asset credit, if applicable	(\$0.00)
11	Other Credits:	(\$0.00)
12	Total due	\$110,650.75

If your payment is received late, the Authority will send you an invoice for the late fees set forth in the Rate Order.

I declare that the above information is true and correct to the best of my knowledge and belief.

Date: June 02, 2021

Signed: 

Name: Paul Villarreal

Title: Operator

Make check payable to:

North Harris County Regional Water Authority; Dept. 35, P.O. Box 4346 Houston, Texas 77210-4346

**Please mail this form with the payment or fax to 281-440-4104, phone: 281-440-3924**

[Click here](#) to return to the Home Page.