

MINUTES OF BOARD OF DIRECTORS MEETING  
MAY 20, 2025

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*”) met in regular session, open to the public, at the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, on May 20, 2025, at 5:30 p.m.; whereupon the roll was called of the Board, to-wit:

Owen H. Parker, President  
Chris Green, Vice President  
Cheryl Moore, Secretary  
Robin Sulpizio, Assistant Secretary  
Dennis Bone, Assistant Secretary

All members of the Board were present. Also attending all or parts of the meeting were Lieutenant Steve Romero of Harris County Precinct 4 Constable’s Office; Ms. Kim Courte of Arthur J. Gallagher & Co, Waterworks Insurance Network (“WIN”); Mr. Chris Davey of Ad Valorem Appraisals, tax assessor and collector for the District; Ms. Susana Reyes of Municipal Accounts & Consulting, LP (“MAC”), bookkeeper for the District; Mr. Chris Meinhardt of BGE, Inc. (“BGE”), engineers for the District; Mr. Clint Gehrke of Water Waste Water Management Services, Inc. (“WWWMS”), operators for the District; and Mr. Dimitri Millas and Ms. Jane Maher of Norton Rose Fulbright US LLP (“NRF”), attorneys for the District.

**Call to Order.** President Parker called the meeting to order in accordance with notice posted pursuant to law, copies of certificates of posting of which are attached hereto as *Exhibit A*, and the following business was transacted:

1. **Public Comments.** There were no public comments.
2. **Minutes.** The Board considered the proposed minutes of meeting held on April 15, 2025, previously distributed to the Board. 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 minutes of the meetings held on April 15, 2025, as presented.
3. **Security Report.** President Parker recognized Lieutenant Romero, who reviewed the Security Report for the month of April 2025, a copy of which is attached hereto as *Exhibit B*.
4. **Discuss additional security.** President Parker recommended that the Board consider adding an additional constable for the upcoming contract renewal with Harris County Precinct 4’s Constable’s Office.  
  
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 add an additional constable to the upcoming contract renewal with Harris County Precinct’s 4’s Constable’s Office.
5. **Engage auditor for fiscal year ending May 31, 2025.** President Parker reviewed the auditor engagement continuance letter from McCall Gibson Swedlund and Barfoot PLLC

("McCall"), a copy of which is attached hereto as *Exhibit C*. He stated that the District has an evergreen agreement with McCall and that the estimated fees for the audit for the fiscal year ending May 31, 2025 are between \$19,000 and \$21,000.

Upon motion by Director Green, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the auditor engagement continuance letter with McCall.

6. **Review Operations Report, authorize repairs, and approve termination of delinquent accounts in accordance with the District's Rate Order.** President Parker recognized Mr. Gehrke, who presented the Operations Report dated May 20, 2025 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit D*. Mr. Gehrke reported that 93.33% of the water pumped was billed for the period April 1, 2025 through April 30, 2025.

Mr. Gehrke reported on various maintenance items.

Mr. Gehrke stated that WWWMS is preparing the Consumer Confidence Report.

Mr. Gehrke discussed the cut-off report. He stated that cut-offs are currently scheduled for May 22, 2025. He reported that due to Memorial Day, WWWMS' office will be closed on May 26, 2025. He asked if the Board would like to delay the cut-off date until May 28, 2025.

Upon motion by Director Moore, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Operations Report and to delay the termination of delinquent accounts until May 28, 2025.

7. **Approve Consumer Confidence Report.** This item was deferred.

8. **Tax Collector's Report and authorize payment of certain bills.** President Parker recognized Mr. Davey, who presented to and reviewed with the Board the Tax Assessor and Collector's Report for the month of May 2025, a copy of which is attached hereto as *Exhibit E*.

Upon motion by Director Sulpizio, seconded by Director Bone, 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 checks therein, from the Tax Account to the persons, in the amounts, and for the purposes listed therein.

9. **Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report.** President Parker recognized Ms. Reyes, who presented to and reviewed with the Board the Bookkeeper's Report, a copy of which is attached hereto as *Exhibit E*. She stated that check no. 17330 for the insurance renewal was pulled until the Board discusses the proposals. She noted that check no. 17358 to CC Water Services was approved but not listed in the report.

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

10. **Discuss administration and payment of contract benefiting other AJOB members.** President Parker recognized Mr. Millas, who discussed the Second Amended and Restated Sanitary Sewer Line Contract (the "Contract"). Mr. Meinhardt stated that the estimated cost to rehab approximately 1,700 linear feet of 60-inch sanitary sewer line is 2.5 to 2.6 million. He stated that the pay estimates would be coming monthly to the District. Mr. Millas stated that according to the Contract, the District would pay the pay estimates as they come in and then invoice the other AJOB districts their pro-rata shares. He noted that the District would need to provide notices to the other AJOB districts. Mr. Meinhardt stated that BGE could prepare the notice and send to NRF to review before distribution to the other AJOB districts.

11. **Approve budget for fiscal year ending May 31, 2026.** President Parker recognized Ms. Reyes, who reviewed the budget for fiscal year ending May 31, 2026, a copy of which is attached to the Bookkeeper's Report. Discussion ensued.

Upon motion by Director Green, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the budget for the fiscal year ending May 31, 2026.

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

Mr. Meinhardt reported on the Barents Drive Lift Station. He stated that the BGE is currently scheduling the final inspection. He presented Pay Estimate No. 10 in the amount of \$1,955.11 for approval.

Mr. Meinhardt reported on the Wastewater Treatment Plant. He stated that BGE anticipates 90% design plans (civil, structural, and electrical) to be completed by the end of May for the Belt Press Replacement/Belt Press Building Rehabilitation. He reported on the Sanitary Sewer Rehabilitation. He stated that the survey for the project is complete and that the survey CAD file is to be completed by the end of May. He noted that BGE anticipates beginning design plans in early June. He reviewed the District's pro rata share based on March 2025 connection counts.

Mr. Meinhardt reported on the Capital Improvement Plan. He stated that BGE is currently working on the 2025 adopted budget CIP projects.

Mr. Meinhardt reported on Lift Station No. 3 Rehabilitation/Fence Replacement. He stated that BGE anticipates 90% of the design plans to be completed by the end of May.

Mr. Meinhardt reported on the Interconnect with HCMUD No. 46. He stated that there is no update this month.

Mr. Meinhardt reported on Water Plant No. 1 Ground Storage Tank Replacement. He stated that the site demolition is complete and that the site is filled with the new foundation in place. He presented Pay Estimate No. 1 in the amount of \$105,480.00 for approval.

Mr. Meinhardt reported on Water Plant No. 1 Water Well Rehabilitation. He stated that the project is complete. He presented Pay Estimate No. 2 and Final in the amount of \$37,351.00 for approval.

Mr. Meinhardt reported on the Woodland Hills Tract. He stated that there is no update this month.

Mr. Meinhardt reported on the Storm Water Quality Feature in Kings Lake Estates. He stated that the repair is complete.

Mr. Meinhardt reported on the Master Stormwater Quality Permit Renewal. He stated that BGE is working on the permit renewal. He reviewed two documents for the President Parker to sign as part of the Master SWQ permit renewal. He stated that the first letter states that the District agrees to provide the necessary maintenance of said SWA feature, and the second letter is a Certification of Proper Operation, which states that said SWQ feature is operating as it should.

Upon motion by Director Green, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to: (1) approve the Engineer's Report; (2) approve Pay Estimate No. 10 in the amount of \$1,955.11 for Barents Drive Lift Station; (3) approve Pay Estimate No. 1 in the amount of \$105,480.00 for Water Plant No. 1 Ground Storage Tank Replacement; (4) approve Pay Estimate No. 2 and Final in the amount of \$37,351.00 for Water Plant No. 1 Water Well Rehabilitation; and (5) authorize President Parker to execute the MUD letter and Certification of Proper Operation for the Master Stormwater Quality Permit Renewal.

13. **Discuss service request for Canyon Lane.** President Parker recognized Mr. Meinhardt, who discussed the service request for Canyon Lane from the last meeting. He stated that there is no public access to that area and that the District can't provide utilities to that area.

14. **Renew District insurance and authorize indemnification of Directors.** The President recognized Ms. Courte who presented to and reviewed with the Board the insurance proposal from Arthur J. Gallagher Waterworks Insurance Network ("WIN"), a copy of which is attached hereto as *Exhibit G*. She discussed the premium summary and coverages. Discussion ensued.

President Parker stated that the Board received an additional insurance proposal from McDonald & Wessendorff Insurance. The Board reviewed the proposal, a copy of which is attached hereto as *Exhibit H*.

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 insurance Proposal from WIN. Ms. Reyes stated that she will release check no. 17330.

President Parker recognized Mr. Millas presented the Resolution Authorizing Indemnification of Directors, a copy of which is attached hereto as *Exhibit I*. He stated that to the extent that Directors are acting in good faith in carrying out their duties, the District may indemnify Directors from losses or costs in connection with lawsuits that are not otherwise covered by the Directors and Officers liability insurance.

Upon motion by Director Sulpizio, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Resolution Authorizing Indemnification of Directors.

15. **Consider nomination of a candidate for HCAD Board of Directors.** The Board reviewed the letter from the Harris Central Appraisal District ("HCAD") for the deadline for

conservation and reclamation districts for 2026 Board of Directors appointment process, a copy of which is attached hereto as *Exhibit J*. It was the consensus of the Board to not take any action.

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

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The above and foregoing minutes were passed and approved by the Board of Directors on June 17, 2025.



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President, Board of Directors

ATTEST:

  
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Secretary, Board of Directors

## HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

### NOTICE

In accordance with chapter 551, Texas Government Code and Section 49.063, Texas Water Code, both as amended, take notice that the Board of Directors of Harris County Municipal Utility District No. 109 will meet in regular session, open to the public, at **Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346**, at **5:30 p.m. on Tuesday, May 20, 2025**. At such meeting, the Board will consider and act on the following matters:

1. Public comments (3 minutes maximum per person);
2. Approve minutes of the meeting held on April 15, 2025;
3. Report by Harris County Precinct Four Constable and take any necessary action;
4. Discuss additional security and take any necessary action;
5. Engage auditor for fiscal year ending May 31, 2025;
6. Approve Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order;
7. Approve Consumer Confidence Report;
8. Review Tax Collector's Report and authorize payment of certain bills;
9. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
10. Discuss administration and payment of contract benefiting other AJOB members;
11. Approve budget for fiscal year ending May 31, 2026;
12. Review Engineer's Report, including approval of pay estimates, authorization of change orders to pending construction contracts, proposal for construction materials testing, annexation matters, capital improvement plan, variance request and authorize capacity commitments;
13. Discuss service request for Canyon Lane;
14. Renew District insurance and authorize indemnification of Directors;
15. Consider nomination of a candidate for HCAD Board of Directors and take any necessary action, and such other matters as may properly come before the Board.



  
Norton Rose Fulbright US LLP  
Attorneys 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.

203161196.1

CERTIFICATE OF POSTING NOTICE  
OF MEETING OF BOARD OF DIRECTORS

THE STATE OF TEXAS

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COUNTY OF HARRIS

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HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

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I hereby certify that on May 16, 2025, I posted the Notice of Meeting of the Board of Directors of Harris County Municipal Utility District No. 109, a true copy of which is attached hereto, at a place convenient to the public in Plexiglas enclosed bulletin boards located on the grounds of the District's Water Plant No. 1 at 5722 Forest Timbers Drive, Water Plant No. 2 at 20322 Burle Oak, Lift Station No. 1 at 19419 Timber Forest Drive, and Lift Station No. 2 at 4630 Springlea, within said political subdivision, as required by law.

EXECUTED this 16<sup>th</sup> day of May 2025.

A handwritten signature in black ink, appearing to be 'C. R. ...', is written over a horizontal line.

**Jane Maher**

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**From:** Russell Lambert <russ@texasnetwork.com>  
**Sent:** Thursday, May 15, 2025 8:12 AM  
**To:** Jane Maher  
**Cc:** The Texas Network  
**Subject:** RE: 109 & AJOB May Postings

## **CERTIFICATE OF POSTING OF NOTICE OF PUBLIC MEETING**

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS       §

I hereby certify that on the date listed in this email above, that I have posted the notice of public meeting on the website at the following location: <https://www.waterdistrict109.com/meetings/>

Russell Lambert  
[russ@texasnetwork.com](mailto:russ@texasnetwork.com)

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**From:** Jane Maher <jane.maher@nortonrosefulbright.com>  
**Sent:** Wednesday, May 14, 2025 4:33 PM  
**To:** Russell Lambert <russ@texasnetwork.com>  
**Cc:** The Texas Network <support@texasnetwork.com>  
**Subject:** 109 & AJOB May Postings

Hi Russ,

Please post the attached agendas to 109's website and return the COPs at your earliest convenience.

Thanks,

**Jane Maher** | Senior Paralegal  
Norton Rose Fulbright US LLP  
1550 Lamar Street, Suite 2000, Houston, Texas 77010-4106, United States  
Tel +1 713 651 5589 | Fax +1 713 651 5246

jane.maher@nortonrosefulbright.com

## **NORTON ROSE FULBRIGHT**

*Law around the world*  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

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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](http://www.ConstablePct4.com)

Monthly Contract Stats

## HARRIS CO MUNICIPAL UTILITY DIST #109

For April 2025

### Categories

Burglary Habitation: 1	Burglary Vehicle: 0	Theft Habitation: 0
Theft Vehicle: 0	Theft Other: 3	Robbery: 0
Assault: 1	Sexual Assault: 0	Criminal Mischief: 6
Disturbance Family: 9	Disturbance Juvenile: 0	Disturbance Other: 6
Alarms: 18	Suspicious Vehicles: 18	Suspicious Persons: 11
Runaways: 0	Phone Harrassment: 0	Other Calls: 643

### 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
H67	60	6	6	0	0	54	0	1	808	18
H68	86	22	33	0	1	17	25321	4	911	21
H69	31	15	5	0	0	15	0	0	797	16
TOTAL	177	43	44	0	1	86	25321	5	2516	55

### Summary of Events

#### Alarms:

Deputies responded to 18 alarm calls that were cleared as false.

#### Checks:

Deputies conducted numerous combined park checks, neighborhood checks, MUD, 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.

19700 Swiftbrook Dr – Deputy conducted a traffic stop on a vehicle. The driver was arrested for DWI and possession of a controlled substance.

#### Burglary Habitation:

5500 Moosewood Ct – Deputies were dispatched to a burglary call. An investigation revealed that a bicycle was stolen from an open garage.

#### Theft Other:

4500 FM 1960 Rd E- Deputy responded to a theft of business. Investigation revealed unknown suspect drove into the business parking lot, stole property, and fled undetected.

20100 River Brook Dr- Deputy responded to a theft of habitation. Investigation revealed unknown suspect stole items from the yard.

5300 Enchanted Mist Dr – Deputy responded to a theft call. The complainant advised an unknown suspect stole his grandson's dirt bike and bicycle from the garage they left open all day.

#### Assault:

5400 Deer Timbers Trl- Deputy responded to an assault. Investigation revealed two known suspects assaulted the complainant. No charges filed.

#### Criminal Mischief:

19500 Shinwood Dr – Deputies were dispatched to a criminal mischief. An investigation revealed that an unknown suspect damaged a vehicle and fled undetected.

19500 Oak Station Dr – Deputies were dispatched to a criminal mischief call. An investigation revealed that property was damaged by an unknown suspect

19300 Forest Fern Ct – Deputies were dispatched to a criminal mischief call. An investigation revealed that property was damaged by an unknown suspect

5000 Moosewood Ct – Deputies were dispatched to a criminal mischief call. An investigation revealed that property was damaged by an unknown suspect

6200 FM 1960 Rd E- Deputy responded to a criminal mischief. Investigation revealed known suspect caused damaged to the complainants vehicle. A TOBE was filed.

4500 FM 1960 Rd E- Deputy responded to a criminal mischief. Investigation revealed known suspect caused damaged to the complainant's business. A TOBE was filed.

#### Family Disturbance:

5900 Gnarled Oaks Ct – Deputies were dispatched to a family disturbance call. An investigation revealed that an altercation became physical. The DA's Office accepted charges and an arrest was made.

19400 Flaxwood Dr – Deputy responded to a family disturbance. Family members had an altercation. No charges were filed.

19700 Misty Pines Ct - Deputy responded to a family disturbance. Family members had an altercation. No charges were filed.

19400 Climbing Oaks Dr – Deputies were dispatched to a family disturbance call. An investigation revealed that an altercation became physical. The DA's Office declined charges and a report was completed.

19700 Oak Branch Ct – Deputies were dispatched to a disturbance call. An investigation revealed that an altercation became physical. The DA's Office declined charges and a report was completed.

5700 Timbers Trail Dr – Deputies were dispatched to a disturbance call. An investigation revealed that an altercation became physical. The DA's Office declined charges and a report was completed.

19100 Moon Trail Dr- Deputy responded to a family disturbance. Investigation revealed family members were engaged in a disturbance. No charges filed.

5300 Deer Timbers Trl- Deputy responded to a family disturbance. Investigation revealed family members were engaged in a disturbance. No charges filed, but one person was arrested for PI.

5500 Deer Timbers Trl- Deputy responded to a family disturbance. Investigation revealed family members were engaged in a disturbance. No charges filed.

#### Suspicious Vehicles:

Contract patrol deputies responded to 18 suspicious vehicles within the community. All these scenes were utilized to gather intelligence and were all cleared without incident after thorough investigations

#### Suspicious Persons:

Contract Patrol deputies responded to 11 suspicious person calls within the community. All these scenes were utilized to gather intelligence and were all cleared without incident after thorough investigations.

#### Other:

5400 Enchanted Mist Dr – Deputies were dispatched to a fraud call. Investigation revealed complainant reported unknown suspect(s) used personal information to order a credit card and debit card.

6000 Gnarled Oaks Ct – Deputies responded to a mental health call. A consumer was transported to a local hospital.

5600 FM 1960 Rd E- Deputy responded to a mental health. Investigation revealed the consumer was found to be in mental crisis, consumer was transported to the hospital to get evaluated.

5500 Fawn Trail Ln- Deputy responded to a Fraudulent Use ID. Investigation revealed known suspect opened a credit card account without the complainant's consent.

19900 River Brook Dr- Deputy responded to a terroristic threat. Complainant felt threatened by a text message and wanted a report. No charges filed.

4600 FM 1960 Rd E- Deputy responded to a vehicle recovery. Investigation revealed the complainant had a tracker on his tractor and it was located. The property was released to the complainant.

20000 River Brook Dr. - Deputy responded to a trespassing call. Investigation revealed an unknown juvenile suspect walked into the complainant's house and ran out when confronted.

4800 FM 1960 Rd E- Deputy responded to a disturbance. Investigation revealed there was a disturbance between known parties. No physical altercation. No charges filed.

# ***McCall Gibson Swedlund Barfoot Ellis PLLC***

*Certified Public Accountants*

*Chris Swedlund  
Noel W. Barfoot  
Joseph Ellis  
Ashlee Martin*

*Mike M. McCall  
(retired)  
Debbie Gibson  
(retired)*

May 20, 2025

Board of Directors  
Harris County Municipal Utility District No. 109  
Harris County, Texas

We previously provided you with an evergreen audit engagement letter dated May 16, 2017. This letter serves as a reminder of the terms of the evergreen audit engagement letter including audit scope and objectives, an overview of the audit procedures to be performed, management's responsibilities, auditor's responsibilities and any other services we may perform as part of the annual audit or developer reimbursement engagements.

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended May 31, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI are required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: the Management's Discussion and Analysis, and the Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. The document we submit to you will include various supplementary schedules as required by the Texas Commission on Environmental Quality (the "Commission") as published in the *Water District Financial Management Guide*. This supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole except for that portion marked "unaudited", on which we will express no opinion.

### **Audit Scope and Objectives (Continued)**

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles (GAAP); and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

### **Auditor's Responsibilities for the Audit of the Financial Statements (Continued)**

As part of our audit planning, we have identified capital assets, long-term debt, management override of controls, and improper revenue recognition as audit areas with significant risks of material misstatement. We will design and perform audit procedures whose nature, timing and extent are responsive to the assessed risks of material misstatement. Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also prepare the financial statements and the appropriate capital asset schedules including calculation of depreciation on the capital assets in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers).

### **Responsibilities of Management for the Financial Statements (Continued)**

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for our preparation of the financial statements and our preparation of the capital asset schedule, including calculation of depreciation on the capital assets; oversee the services by designating the bookkeeper, who has the suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees and Other**

We are aware of the State statute requiring the audit to be completed within 120 days and filed with the Texas Commission on Environmental Quality within 135 days from the closing date of the audit and barring any unforeseen circumstances every effort will be made to comply with this rule. We will also comply with the Rules of Professional Conduct of the Texas State Board of Public Accountancy and retain our records for five years.

**Engagement Administration, Fees and Other (Continued)**

We expect to present a draft of the audit report within 45 days of the availability of the District's accounting records. Noel Barfoot is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report. We estimate the fees for the audit of the District's financial statements and for the other services to be provided for the year ended May 31, 2025, will range between \$19,000 and \$21,000.

The above fee is based on anticipated cooperation from your consultants and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement. The District will be obligated to compensate us for our time expended through the date of withdrawal or termination.

**Reporting**

We will issue a written report upon completion of our audit of the District's financial statements, which will also address other information required by the Commission in accordance with *AU-C 725, Supplementary Information in Relation to the Financial Statements as a Whole*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

**AGREED-UPON PROCEDURES REIMBURSEMENT REPORT**

When requested, we will perform the procedures enumerated below, which are agreed to by the Board of Directors, on any invoices and schedules submitted by the Developer(s) for payment from District bond proceeds, bond anticipation note proceeds or any other source. These procedures will be performed solely to assist you in evaluating the reasonableness of those costs as required by the Texas Commission on Environmental Quality (the "Commission") and the report is not to be used for any other purpose. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgement that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained with this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

The procedures we will perform are summarized below:

- A. We will inspect all correspondence from the Commission relative to any reimbursement request. Our inspection will be for the purpose of identifying those items authorized for District participation and those items the District is specifically prohibited from purchasing.
- B. We will inspect for completeness certain Developer schedules, supporting invoices and contract estimates in substantiation of the costs to be reimbursed. Our inspection will include all documentation supporting items, amounts, and proof of payment for which reimbursement is requested.
- C. We will read the development and financing agreements for particular items that might affect the reimbursement. The agreements inspected will be referenced in our report.
- D. We will foot the extensions of any engineering invoices pertaining to the reimbursement on a test basis and compare the contract amounts used in determining the fee for the design and construction phase portions of the invoice to the related construction contracts and to the engineering contract, when appropriate.
- E. For construction pay estimates, we will foot and test extensions of any individual items on a test basis on payments made on behalf of the District.
- F. For all payments, we will compare the payment dates to copies of cancelled checks. If cancelled checks are not available, alternate procedures will be designed to support dates and amounts of payments.
- G. We will inspect the formulas for computation of developer interest to be reimbursed to the Developer(s) and limit interest, if appropriate, in accordance with the orders and rules of the Commission.
- H. We will inquire of District Management regarding any current period General Fund expenditures for costs to be reimbursed to the General Fund from the Capital Projects Fund in accordance with the approval of the Commission. If necessary, we will inspect prior year audit work papers for items paid in the past, which can now be reimbursed.
- I. If possible, we will obtain verbal confirmation from construction contractors concerning whether or not the contract estimates to date have been paid in full and whether or not the contractor has any claims to be made against either the District or Developer on the project.
- J. A draft of our report will be provided to the District's Attorney, Engineer, Financial Advisor, Bookkeeper, and Developer(s) prior to reimbursing the Developer(s).
- K. We will prepare for submittal to the Commission our report detailing the costs payable to the Developer(s) and a schedule reflecting the results of the payment and future costs to complete as compared with the amount approved by the Commission.

The objective of this agreed-upon procedures engagement will be to assist you in evaluating the reasonableness of the aforementioned costs. Because the above agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the aforementioned reimbursable costs. In addition, we have no obligation to perform any procedures beyond those listed above.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Board of Directors of the District. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended for the information and use of the Board of Directors of the District in compliance with certain rules of the Commission and should not be used by anyone other than these specified parties. We are aware that the report is subject to distribution under provisions of the Texas Open Records Act. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the aforementioned reimbursable costs that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the aforementioned reimbursable costs, we will disclose those matters in our report.

As the engaging party, the Board of Directors agrees to the procedures performed and acknowledges that they are appropriate to meet the intended purposes of this engagement.

The Board of Directors will engage an engineer, the responsible party, to prepare and submit any bond application or surplus funds application to the Commission. The engineer is responsible for the aforementioned reimbursable costs and that they are in accordance with certain rules of the Commission; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. Together with the engineer, you are responsible for providing us with or causing to be provided (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the reimbursable costs, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons and District consultants from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you. We will also request written representations from the engineer as the responsible party who prepared and submitted the bond or surplus funds application.

Noel Barfoot is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

A portion of the cost of these procedures will be determined by the condition of the records submitted by the Developer(s) to be reimbursed.

## **GENERAL TERMS AND CONDITIONS**

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written documentation from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. The agreement may be terminated by either party, with or without cause, upon 30 days written notice. You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

### **Fossil Fuels Boycott Verification**

As required by 2276.002, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot Ellis PLLC hereby verifies that McCall Gibson Swedlund Barfoot Ellis PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

### **Firearms Discrimination Verification**

As required by Section 2274.002, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot Ellis PLLC hereby verifies that McCall Gibson Swedlund Barfoot Ellis PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

### **Israel Boycott Verification**

As required by Chapter 2271, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot Ellis PLLC hereby verifies that McCall Gibson Swedlund Barfoot Ellis PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

### **Anti-Terrorism Representation**

Pursuant to Chapter 2252, Texas Government Code, McCall Gibson Swedlund Barfoot Ellis PLLC represents and certifies that, at the time of execution of this letter neither McCall Gibson Swedlund Barfoot Ellis PLLC, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

We appreciate the opportunity to serve as the District's auditor again this coming year.

Sincerely,

*McCall Gibson Swedlund Barfoot Ellis PLLC*

McCall Gibson Swedlund Barfoot Ellis PLLC  
Certified Public Accountants  
Houston, Texas

**WWWMS, INC.**  
**HARRIS COUNTY MUD # 109**  
**OPERATIONS REPORT**  
**Tuesday, May 20, 2025**

**BILLING AND COLLECTION RECAP:**

**DEPOSITED IN YOUR ACCOUNT LAST MONTH:**

Period Ending:	Apr-25
Deposit:	\$ 6,275.00
Penalty:	\$ 3,623.57
Water:	\$ 60,012.24
Sewer:	\$ 61,688.69
Inspection:	\$ 721.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 4,980.40
NHCRWA:	\$ 33,753.54
Reconnect:	\$ -
NSF Fee:	\$ 420.00
<b>Total Collections:</b>	<b>\$ 171,474.44</b>

**CURRENT BILLING:**

Period Ending:	May-25
Deposit:	\$ -
Penalty:	\$ 1,044.60
Water:	\$ 44,947.11
Sewer:	\$ 65,108.85
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 2,190.00
NHCRWA:	\$ 47,570.58
<b>Total Billing:</b>	<b>\$ 161,662.14</b>

**CUSTOMER AGED RECEIVABLES:**

30 Day	-114%	\$ (184,211.45)
60 Day	6%	\$ 9,681.00
90 Day	2%	\$ 2,572.28
120 Day	15%	\$ 24,318.42
Overpayments		\$ (15,734.89)
<b>Total Receivables:</b>		<b>\$ (163,374.64)</b>

**HGCSD PERIOD: 4/1/25 THRU 4/30/25**

**Period 6/1/24 thru 5/31/25**

**MONTHLY TOTAL**

Gallons Authorized:	450.000	MG
Current Month Produced:	24.129	MG
Cum. Gallons Produced:	279.912	MG
Auth. Gallons Remaining:	170.088	MG
Avg. Gallons Per Month:	25.446	MG
Permit Months Remaining:	1	

**WATER PLANT OPERATIONS:**

**Period: 4/1/2025 thru 4/30/2025**

**MONTHLY TOTAL**

Production:	23.193	MG
Amount Purchased:	0.000	MG
Total Amount:	23.193	MG
Consumption: (Billed)	20.247	MG
46 I/C	0.000	MG
Maint. / Leaks / Flushing	0.600	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	21.647	MG
Daily Average Production:	0.675	MG
Percent Accounted For:	93.33%	

**NEW METER INSTALLATIONS:**

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

**CONNECTION COUNT:**

Residential:	3004
Commercial:	105
Clubs/Schools:	1
Irrigation:	19
Vacant:	45
Builders:	23
Vacation:	0
No Bill:	6
	<b>3203</b>
New Finals and Transfers	-36
	<b>3167</b>

**ACCOUNTS SENT TO COLLECTIONS:**

Total of (0)

## HARRIS COUNTY MUD #109

### ACTIVITY REPORT

May 20, 2025

Item 1: Attached Reports are listed as follows:

- A.) Accounts turned over to collections (0).
- B.) Historical data on water production report.
- C.) NHCRWA Pumpage and Billing report for April 2025
- D.) Billing / Recap Summary Report

Item 2: Water Plant #1

- A.) See attached pictures of new ground storage foundation.
- B.) Dewater Hydro-pneumatic tank for interior inspection. 5-16-2025

Item 3: Lift Station #1

- A.) New 6 -inch Flygt pump has been delivered and will be stored at water plant 2.  
See Attached Pictures

Item 4: Consumer Confidence Report

Prepared draft CCR to be delivered to attorney to be reviewed and approved pending any changes.

Item 5: FM 1960 East Improvements (TXDOT)

5/9/2025

- A.) Perform water line / fire hydrant inspections along FM 1960 East between  
Moon Trail Dr. and Artesian Way. Inspection not completed.

Item 6: Cut off Report / Status on Arrears Account

\*\*\*Holiday Reminder\*\*\*

Due Date: 5/8/2025

Memorial Day 5-26-2025

Door hangers: 5/19/2025

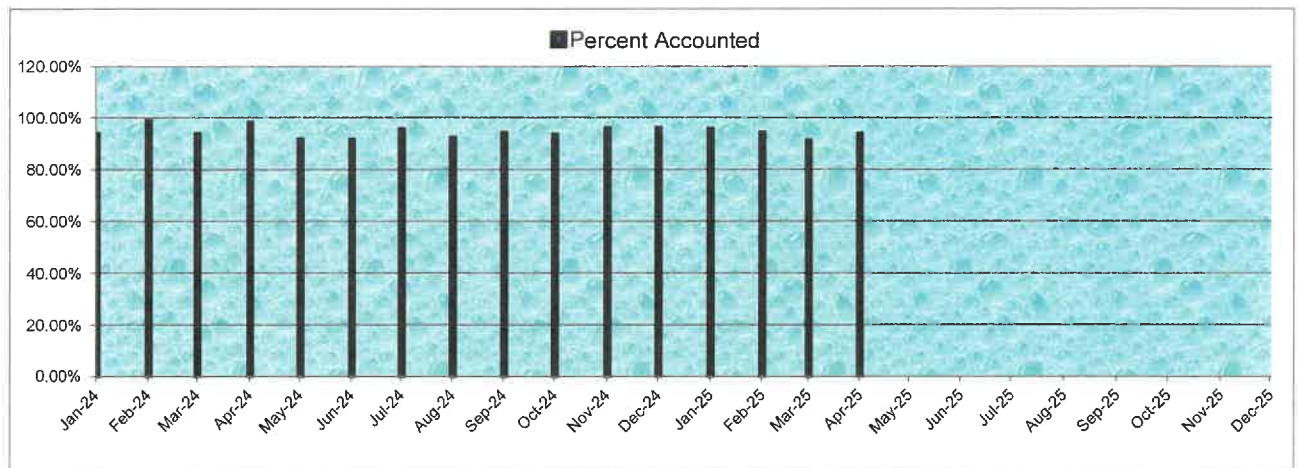
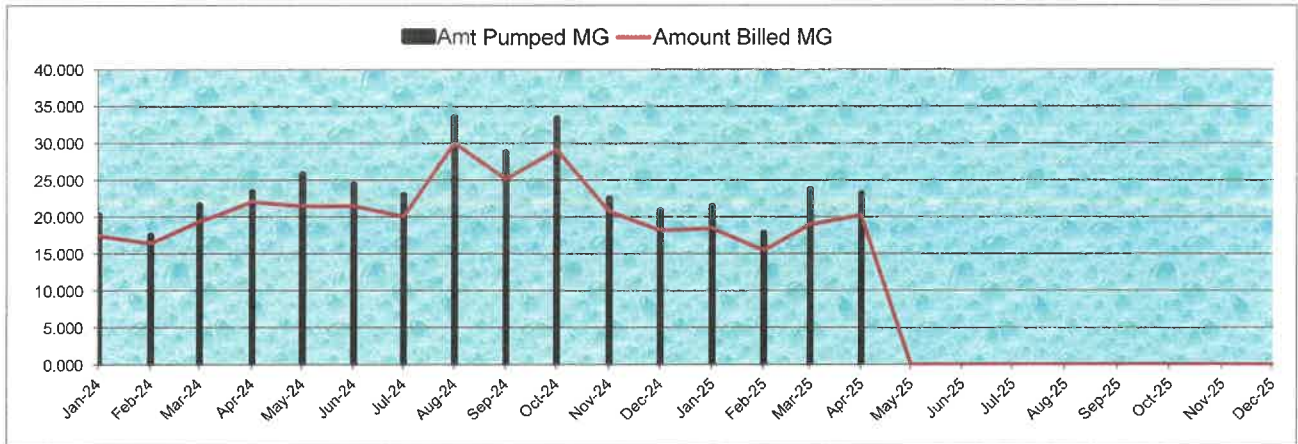
Cut offs: 5/22/2025

# HARRIS COUNTY MUD #109

## WATER PRODUCTION REPORT

May 20, 2025

Month /Year	Amt Pumped MG	Amt Billed MG	Maint. MG	Amt. Sold I/C	Amt.Sold HC 151	Total Amount	Percent Accounted
Jan-24	20.298	17.441	0.700	0.000	0.800	18.941	93.31%
Feb-24	17.506	16.410	0.000	0.000	0.800	17.210	98.31%
Mar-24	21.643	19.400	0.000	0.000	0.800	20.200	93.33%
Apr-24	23.430	22.082	0.000	0.000	0.800	22.882	97.66%
May-24	25.827	21.458	1.300	0.000	0.800	23.558	91.21%
Jun-24	24.469	21.486	0.000	0.000	0.800	22.286	91.08%
Jul-24	22.961	20.049	1.000	0.000	0.800	21.849	95.16%
Aug-24	33.535	30.005	0.000	0.000	0.800	30.805	91.86%
Sep-24	28.788	25.142	1.000	0.000	0.800	26.942	93.59%
Oct-24	33.398	29.074	1.200	0.000	0.800	31.074	93.04%
Nov-24	22.563	20.739	4.165	0.000	0.800	21.539	95.46%
Dec-24	20.913	18.211	1.000	0.000	0.800	20.011	95.69%
Jan-25	21.476	18.468	1.200	0.000	0.800	20.468	95.31%
Feb-25	17.868	15.464	0.500	0.000	0.800	16.764	93.82%
Mar-25	23.782	18.949	1.800	0.000	0.800	21.549	90.61%
Apr-25	23.193	20.247	0.600	0.000	0.800	21.647	93.33%
May-25							
Jun-25							
Jul-25							
Aug-25							
Sep-25							
Oct-25							
Nov-25							
Dec-25							
Total	381.650	334.625	14.465	0.000	12.800	357.725	1502.78%
Average	23.853	20.914	0.904	0.000	0.800	22.358	93.92%



**NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY**  
**Groundwater and/or Surface Water Reporting and Billing Form - 2025**

\*\*\*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
April 01-30, 2025	\$2.60 groundwater \$3.05 surface water	June 18, 2025

*Gallons of Groundwater Pumped for Billing Period*

	Start Meter Reading	End Meter Reading	Total
Well #2083	89,989 x1000	113,708 x1000	23,719,000
Well #4448	0	0	0
Adjustment			0

*Water imported from outside NHCRWA*

Imported water Meter reading:	Source:		
	0 x 0	0 x 0	0

*Miscellaneous water (not billed)*

Other entity	Water Type	Direction	Amount
	Groundwater	Out	

1	Enter total gallons of groundwater pumped and/or imported	23,719,000
2	Divide by 1000	23,719
3	Total groundwater fee due (multiply line 2 x \$2.60)	\$61,669.40
4	Enter total gallons of surface water received	0
5	Divide by 1000	0
6	Total surface water fee due (multiply line 5 x \$3.05)	\$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	\$49,408.15

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: May 14, 2025

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.

# JANUARY 2025 THROUGH DECEMBER 2025 ANNUAL RECAP COLLECTIONS REPORT

[illegible]

# HARRIS COUNTY MUD #109 MAY 20<sup>TH</sup>, 2025

5-9-2025

New foundation for proposed ground storage tank.



**HARRIS COUNTY MUD #109**  
**MAY 20<sup>TH</sup>, 2025**

New 6-inch Flygt pump for Lift Station #1.

New Pump has been delivered and will be stored in Water Plant # 2.



## Harris County Municipal Utility District Number 109

### Tax Collector's Report

### Table of Contents

April 30, 2025

Cash Receipts and Disbursements	Page 1
Taxes Receivable Summary	Pages 2-3
Tax Collections Detail	Page 4
Taxes Receivable Detail	Pages 5-6

#### Disbursements for May 20, 2025:

#2476: Ad Valorem Appraisals Inc; TAC Fee-5/2025	\$2,851.69
#2477: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee-4/2025	\$948.44
#2482: Tilley Mark; Refund 11394	\$113.75
#2483: Magaki David; Refund 12589	<u>\$399.24</u>
Total Disbursements for May 20, 2025	<u>\$4,313.12</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report

Current Period Covered: April 1, 2025 to April 30, 2025

Fiscal Year Beginning: June 1, 2024

<u>Cash Receipts and Disbursements</u>	<u>Current Period</u>	<u>Year to Date</u>
Cash Balance at Beginning of Period	\$1,004,440.72	\$200,473.61
Collections:		
2024 Tax Collections	39,297.82	3,941,036.01
2023 Tax Collections	2,949.14	108,112.36
2022 Tax Collections	364.94	9,679.35
2021 Tax Collections	90.26	1,874.85
2020 Tax Collections	90.26	2,156.56
2019 Tax Collections	0.00	605.80
2018 Tax Collections	0.00	710.61
2017 Tax Collections	0.00	846.01
2016 Tax Collections	0.00	682.71
2015 Tax Collections	0.00	639.79
Penalty and Interest	4,829.69	39,268.05
Tax Attorney Fees	948.44	25,200.82
Overpayments	0.00	5,894.89
Returned Checks	0.00	-118.92
Interest Earned	<u>323.51</u>	<u>5,131.48</u>
Total Collections	48,894.06	4,141,720.37
Disbursements:		
Tax Assessor-Collector Fee	2,851.69	31,409.34
Data Processing Charges	0.00	4,023.85
Tax Attorney Fee	2,325.32	25,761.95
Appraisal District Quarterly Fee	0.00	31,470.00
Transfer to Debt Service Fund	466,461.44	1,965,082.13
Transfer to Maintenance Fund	0.00	1,681,379.31
Bank Charges	0.00	708.73
TAC Bond payment	250.00	250.00
Publication Cost	0.00	2.00
Refund Overpayments	<u>0.00</u>	<u>20,660.34</u>
Total Disbursements	<u>471,888.45</u>	<u>3,760,747.65</u>
Cash Balance at End of Period	<u>\$581,446.33</u>	<u>\$581,446.33</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of April 30, 2025

### 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>
2024	\$4,150,167.10	\$3,941,036.01	\$209,131.09	94.96%
2023	3,957,507.70	3,920,421.06	37,086.64	99.06%
2022	3,774,182.93	3,751,753.88	22,429.05	99.41%
2021	3,383,110.25	3,370,095.72	13,014.53	99.62%
2020	3,164,583.82	3,154,365.89	10,217.93	99.68%
2019	3,081,590.26	3,071,061.99	10,528.27	99.66%
2018	2,906,869.36	2,899,965.66	6,903.70	99.76%
2017	2,895,613.63	2,888,748.22	6,865.41	99.76%
2016	2,808,690.61	2,803,653.96	5,036.65	99.82%
2015	2,573,712.76	2,570,961.03	2,751.73	99.89%
2014	2,301,769.82	2,297,895.06	3,874.76	99.83%
2013	2,097,527.32	2,094,489.96	3,037.36	99.86%
2012	2,071,519.13	2,068,914.02	2,605.11	99.87%
2011	2,121,714.06	2,119,595.06	2,119.00	99.90%
2010	2,138,895.52	2,136,752.39	2,143.13	99.90%
2009	2,160,628.25	2,158,243.88	2,384.37	99.89%
2008	2,142,045.24	2,140,369.95	1,675.29	99.92%
2007	2,084,977.70	2,082,933.82	2,043.88	99.90%
2006	2,108,720.67	2,106,771.68	1,948.99	99.91%
2005	2,197,283.24	2,195,556.05	1,727.19	99.92%
2004	2,010,295.69	2,007,622.69	2,673.00	99.87%
2003	1,863,011.08	1,860,553.66	2,457.42	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	1,156,021.00	32.10	100.00%
1995	1,130,565.24	1,130,545.88	19.36	100.00%
Prior Years	<u>10,813,764.63</u>	<u>10,813,764.63</u>	<u>0.00</u>	100.00%
Totals	<u>\$80,220,210.58</u>	<u>\$79,866,512.93</u>	<u>\$353,697.65</u>	<u>99.56%</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of April 30, 2025

### Tax Roll Information

<u>Year</u>	<u>Taxable Value</u>	<u>Annual Change</u>	<u>Debt Tax Rate</u>	<u>Maintenance Tax Rate</u>	<u>Total Tax Rate</u>	<u>Exemptions</u>
2024	954,061,285	6.07%	0.20500	0.23000	0.43500	25,000 O/D
2023	899,443,593	12.01%	0.23000	0.21000	0.44000	25,000 O/D
2022	803,017,804	14.00%	0.25000	0.22000	0.47000	25,000 O/D
2021	704,424,978	6.85%	0.29000	0.19000	0.48000	25,000 O/D
2020	659,267,550	2.70%	0.31500	0.16500	0.48000	25,000 O/D
2019	641,962,199	8.21%	0.32000	0.16000	0.48000	25,000 O/D
2018	593,228,582	2.44%	0.36000	0.13000	0.49000	10,000 O/D
2017	579,121,338	7.22%	0.36000	0.14000	0.50000	10,000 O/D
2016	540,136,676	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	0.00%	0.62000	0.05000	0.67000	10,000 O/D

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Tax Collections for April 30, 2025

<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>
2024 Tax Collections:						
Various Accounts	50 Accounts	<u>\$39,297.82</u>	<u>\$3,753.96</u>	<u>\$236.75</u>	<u>\$0.00</u>	<u>\$43,288.53</u>
Total 2024 Tax Collections		<u>39,297.82</u>	<u>3,753.96</u>	<u>236.75</u>	<u>0.00</u>	<u>43,288.53</u>
2023 Tax Collections:						
Various Accounts	9 Accounts	<u>\$2,949.14</u>	<u>\$789.87</u>	<u>\$605.63</u>	<u>\$0.00</u>	<u>\$4,344.64</u>
Total 2023 Tax Collections		<u>2,949.14</u>	<u>789.87</u>	<u>605.63</u>	<u>0.00</u>	<u>4,344.64</u>
2022 Tax Collections:						
Various Accounts	3 Accounts	<u>\$364.94</u>	<u>\$154.62</u>	<u>\$43.71</u>	<u>\$0.00</u>	<u>\$563.27</u>
Total 2022 Tax Collections		<u>\$364.94</u>	<u>\$154.62</u>	<u>\$43.71</u>	<u>\$0.00</u>	<u>\$563.27</u>
2021 Tax Collections:						
Spoiled Mutts	2343180	<u>\$90.26</u>	<u>\$59.66</u>	<u>\$29.99</u>	<u>\$0.00</u>	<u>\$179.91</u>
Total 2021 Tax Collections		<u>\$90.26</u>	<u>\$59.66</u>	<u>\$29.99</u>	<u>\$0.00</u>	<u>\$179.91</u>
2020 Tax Collections:						
Spoiled Mutts	2343180	<u>\$90.26</u>	<u>\$71.58</u>	<u>\$32.36</u>	<u>\$0.00</u>	<u>\$194.20</u>
Total 2020 Tax Collections		<u>\$90.26</u>	<u>\$71.58</u>	<u>\$32.36</u>	<u>\$0.00</u>	<u>\$194.20</u>
Summary of Other Collections						
		<u>\$42,792.42</u>	<u>\$4,829.69</u>	<u>\$948.44</u>	<u>\$0.00</u>	<u>\$48,570.55</u>
Interest Earnings						<u>323.51</u>
Total Collected during Month						<u>\$48,894.06</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Detail as of April 30, 2025

Property Owner	Account No.	2023 Tax	2022 Tax	2021 Tax	2020 Tax	Prior Yrs
Exchange Church Houston	043-206-000-0195	\$0.00	\$0.00	\$0.00	\$816.49	\$0.00
D:Vineyard Travis & Danell	102-065-000-0007	\$719.03	687.55	627.44	559.49	\$4,445.46
D:Gaddis John M	102-068-000-0021	\$828.21	793.57	725.87	648.97	\$758.83
D:Catlin Steven L	102-069-000-0004	\$106.04	113.27	107.77	97.98	\$166.59
P:Ochoa Ramiro & Patricia	102-072-000-0007	\$1,377.90	1,038.77	0.00	0.00	\$0.00
D:Hodge Jerry David	108-488-000-0003	\$888.45	121.77	0.00	0.00	\$0.00
Murray Keiunta L	108-489-000-0011	\$0.00	868.34	795.29	728.43	\$0.00
P:Deauquier II Lloyd & Lisa	108-492-000-0031	\$857.74	9.20	0.00	0.00	\$0.00
Lackey Marvin F	108-495-000-0002	\$0.00	858.21	0.00	0.00	\$0.00
D:Key Lenora J	109-142-000-0001	\$731.29	710.14	599.32	0.00	\$845.78
D:Cartwright Ed & Diane	109-142-000-0034	\$0.00	649.33	591.96	591.09	\$5,187.16
D:Brokaw Sharon	109-144-000-0002	\$626.69	597.88	544.19	0.00	\$1,930.75
Chaney Allison K	110-749-000-0019	\$0.00	714.88	0.00	0.00	\$0.00
S:Carlile Rod	110-750-000-0050	\$873.39	830.33	687.13	700.92	\$0.00
S:Deyle Kurt	111-527-000-0010	\$820.93	797.18	740.13	672.85	\$845.85
Rodriguez Gregorio & Maria	111-528-000-0010	\$738.28	707.89	0.00	0.00	\$0.00
D:Curry Arthur W & Sharon	113-133-000-0008	\$0.00	0.00	406.50	0.00	\$0.00
Wade James Jr	113-135-000-0015	\$877.07	851.70	0.00	0.00	\$0.00
D:Sanchez Olga	113-142-000-0043	\$698.90	530.39	245.73	0.00	\$0.00
Bjornaas Kevin Estate of	114-139-009-0007	\$1,007.91	912.59	0.00	0.00	\$0.00
S:Jackson Keshell	114-139-009-0015	\$841.81	817.46	758.96	717.52	\$2,510.44
Chicosky Gregory P	114-139-010-0017	\$0.00	0.00	0.00	0.00	\$563.41
D:Paxton Roy C & Debbie	114-139-010-0036	\$539.14	512.86	465.25	429.28	\$567.83
D:Gonzalez Virginia	114-139-015-0003	\$419.27	654.28	596.54	547.43	\$1,503.02
P:McMahan Thomas L	114-139-018-0001	\$547.89	317.89	0.00	0.00	\$0.00
Walton Gregory L	114-350-014-0012	\$646.43	617.06	561.99	0.00	\$0.00
Blow Cheryl	114-350-015-0118	\$0.00	0.00	0.00	0.00	\$2,093.63
D:Harris Virginia B	114-350-016-0083	\$1,082.90	1,040.89	955.49	869.22	\$6,665.93
B:Delk Leroy	114-350-016-0087	\$1,049.69	1,008.65	0.00	0.00	\$0.00
D:Knight Chris & Terry	115-511-019-0012	\$1,296.40	1,248.22	1,147.98	1,032.72	\$0.00
S:Mitchem Anna M	115-511-021-0036	\$0.00	0.00	0.00	0.00	\$258.74
Rosques Sandra P	116-276-000-0580	\$0.00	0.00	0.00	0.00	\$2,976.58
Marendes David K & Joyce	119-848-002-0024	\$0.00	0.00	121.99	0.00	\$0.00
Holley Guniganti Kings	120-416-002-0007	\$0.00	26.28	26.84	0.00	\$0.00
Wheels LT	0959495	\$0.00	76.62	0.00	0.00	\$0.00
Sammy S Total Image Salo	2063987	\$38.55	41.18	0.00	0.00	\$0.00
Digital Professionals Compt	2064780	\$20.94	21.69	21.63	21.63	\$178.84
B & L Capital Inc	2154083	\$0.00	19.57	19.99	20.08	\$246.40
Kevin R Culp	2157330	\$35.77	38.56	41.58	43.58	\$501.16
S:Dupree Express Trucking	2172915	\$105.92	539.88	86.07	86.07	\$1,027.58
ARC Insurance Agency	2209050	\$40.10	42.84	43.75	43.75	\$228.76
S:James Lewis	2213148	\$0.00	191.81	16.57	24.50	\$369.50
Phones-R-Us Inc	2289501	\$0.00	55.42	54.29	54.29	\$108.88
Tomas A Arden Landaverde	2313791	\$0.00	513.69	85.23	0.00	\$0.00
VFS LLC	2322209	\$0.00	331.33	0.00	0.00	\$0.00
Gabriel Martinez	2338191	\$31.79	94.75	96.76	0.00	\$0.00
HK Granite & Cabinet Inc	2342853	\$60.42	61.79	60.99	60.99	\$60.99
Sophia Massage	2342875	\$25.73	27.26	0.00	0.00	\$0.00
Spoiled Mutts	2343180	\$82.74	88.38	90.26	90.26	\$0.00
My house Barber Shop	2343201	\$0.00	16.18	0.00	0.00	\$0.00
Di Maria Fresh Food	2343249	\$101.14	107.63	121.47	0.00	\$0.00
Fresh Ink Media Group	2344047	\$50.34	53.78	54.92	54.92	\$0.00
The Kut Factory	2344116	\$0.00	29.22	0.00	0.00	\$0.00
BI Massage	2344399	\$15.78	16.60	0.00	0.00	\$0.00
Adorn Tattoo	2344404	\$16.87	18.02	18.40	18.40	\$0.00
Cabos BBQ LLC	2352871	\$3.00	144.77	146.40	146.40	\$0.00
All Me Hotshot Logistics	2353748	\$0.00	72.57	87.38	0.00	\$0.00

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Detail as of April 30, 2025

Property Owner	Account No.	2023 Tax	2022 Tax	2021 Tax	2020 Tax	Prior Yrs
S:Ismeal Anaya	2363334	\$0.00	362.76	226.80	287.85	0.00
Tith Transport Inc	2375231	\$0.00	100.46	0.00	0.00	0.00
Lit Up Smoke Shop	2379414	\$0.00	186.46	0.00	0.00	0.00
Fleet Clean Inc	2384334	\$168.76	111.47	0.00	0.00	0.00
Audio-Visual Media Inc	2387261	\$43.18	53.35	41.40	0.00	0.00
Michael Lloyd Harris	2387430	\$172.02	167.09	190.31	0.00	0.00
Nikola Gajuc MD	2390168	\$0.00	127.16	0.00	0.00	0.00
Roberto Izquierdo Peraza	2391689	\$99.48	443.40	23.04	0.00	0.00
Extreme Remodeling LLC	102-066-000-0020	\$3.85	4.11	4.20	4.20	0.00
Daniel Rodriguez & Yolanda	102-068-000-0023	\$105.82	0.00	0.00	0.00	0.00
Joseph Christopher	102-070-000-0009	\$704.96	0.00	0.00	0.00	0.00
Andres Balp	2392979	\$37.52	39.55	0.00	0.00	0.00
Alexander Gerald & Jennife	114-139-017-0037	\$664.24	0.00	0.00	0.00	0.00
B:Alford Gary	115-511-022-0035	\$378.67	0.00	0.00	0.00	0.00
Archelus Rachell	113-137-000-0025	\$730.43	0.00	0.00	0.00	0.00
S:Barringer Edward	108-496-000-0008	\$1,088.68	0.00	0.00	0.00	0.00
Barton Albert & Brenda	108-492-000-0017	\$245.18	0.00	0.00	0.00	0.00
D:Cartwright Diane	109-142-000-0034	\$679.67	0.00	0.00	0.00	0.00
Essaamohamedessa Madia	108-496-000-0025	\$321.49	0.00	0.00	0.00	0.00
Givens Abrielle	113-143-000-0031	\$272.91	0.00	0.00	0.00	0.00
Lipsey Pahjmon	109-144-000-0007	\$864.59	0.00	0.00	0.00	0.00
Lombardi Miguel	108-492-000-0005	\$1,173.23	0.00	0.00	0.00	0.00
Mangini Debra	115-511-021-0031	\$1,416.14	0.00	0.00	0.00	0.00
Marcantel Jr Hollis & Marily	111-530-000-0007	\$448.53	0.00	0.00	0.00	0.00
Martinez Angel	138-348-004-0003	\$190.18	0.00	0.00	0.00	0.00
Mcphee John	111-529-000-0044	\$612.23	0.00	0.00	0.00	0.00
MT JJ Trust	118-705-001-0029	\$1,234.50	0.00	0.00	0.00	0.00
Quijano Hilda	114-350-016-0016	\$805.98	0.00	0.00	0.00	0.00
Rodriguez D	113-137-000-0037	\$861.70	0.00	0.00	0.00	0.00
Shelton Robert	111-767-000-0037	\$971.75	0.00	0.00	0.00	0.00
Therriault Barbara	114-350-013-0014	\$849.75	0.00	0.00	0.00	0.00
Vargas Maria	114-139-015-0062	\$250.81	0.00	0.00	0.00	0.00
Wehby Jaqueline	119-300-002-0004	\$1,976.14	0.00	0.00	0.00	0.00
B: Dunn Virginia	110-753-000-0007	\$442.86	0.00	0.00	0.00	0.00
Prior Years Personal Property		<u>\$1,066.94</u>	<u>193.12</u>	<u>776.72</u>	<u>848.62</u>	<u>27,837.29</u>
Total Receivable		<u>\$37,086.64</u>	<u>\$22,429.05</u>	<u>\$13,014.53</u>	<u>\$10,217.93</u>	<u>44,386.44</u>



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

**Bookkeeper's Report | May 20, 2025**

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

Exhibit E



**WEBSITE**

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



**ADDRESS**

1281 Brittmoore Road  
Houston, Texas 77043



**CONTACT**

Phone: 713.623.4539  
Fax: 713.629.6859

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Your District Stats

Created in ..... July 1974

First Bond Sale ..... 1976

Total ESFC Count ... 3,805

Total Tax Rate ..... \$0.44

Cost Per 10K Gal .... \$60.50

Certified Value ..... \$1,035,846,093

Services Provided  
Retail Water, Retail Wastewater, Joint Wastewater Facility, Security

All values are from the most recent audited financial statements.

Spotlight On Neighbor Districts

**Harris County Municipal Utility District No. 153 (HC MUD 153)**

Created ..... September 1977

Total Tax Rate ..... \$0.3993

First Bond ..... 1985

Cost Per 10K Gal ..... \$84.88

ESFC Count ... 4,366

Certified Value ..... \$1,301,109,544

Services Provided: Retail Water, Retail Wastewater, Solid Waste/Garbage, Joint Water Facility, Joint Wastewater Facility, Drainage, Security

**Harris County Municipal Utility District No. 151 (HC MUD 151)**

Created ..... March 1977

Total Tax Rate ..... \$0.298

First Bond ..... 1978

Cost Per 10K Gal ..... \$66.50

ESFC Count ... 2,616

Certified Value ..... \$789,896,338

Services Provided: Retail Water, Retail Wastewater, Joint Wastewater Facility

**Harris County Municipal Utility District No. 106 (HC MUD 106)**

Created ..... October 1978

Total Tax Rate ..... \$0.732

First Bond ..... 2002

Cost Per 10K Gal ..... \$96.95

ESFC Count ... 2,195

Certified Value ..... \$532,099,208

Services Provided: Retail Water, Retail Wastewater, Solid Waste/Garbage, Joint Water Facility, Joint Wastewater Facility, Drainage, Security

**Harris County Municipal Utility District No. 46 (HC MUD 46)**

Created ..... November 1976

Total Tax Rate ..... \$0.326

First Bond ..... 1977

Cost Per 10K Gal ..... \$71.75

ESFC Count ... 1,633

Certified Value ..... \$464,275,632

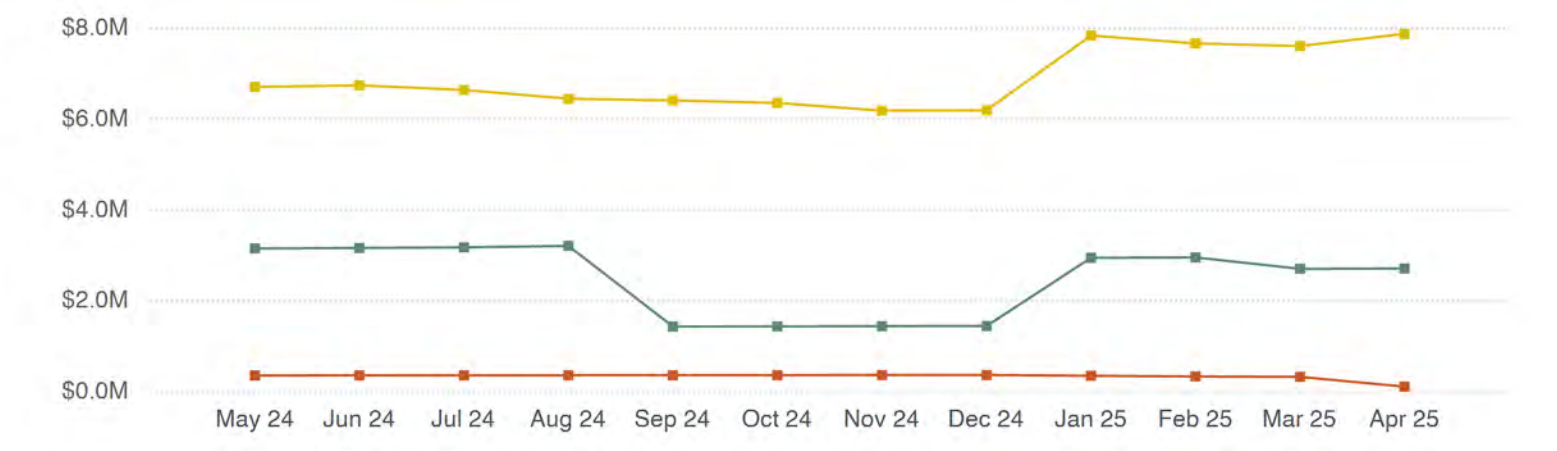
Services Provided: Retail Water, Retail Wastewater, Joint Wastewater Facility, Drainage

Account Balance | As of 05/20/2025

General Operating	Capital Projects	Debt Service
\$7,255,124	\$100,323	\$2,709,341

Total For All Accounts: \$10,064,788

Account Balance By Month | May 2024 - April 2025



# Monthly Financial Summary - General Operating Fund

Harris County MUD No. 109 - GOF



## Account Balance Summary

Balance as of 04/16/2025



\$7,679,852

Receipts 825,596

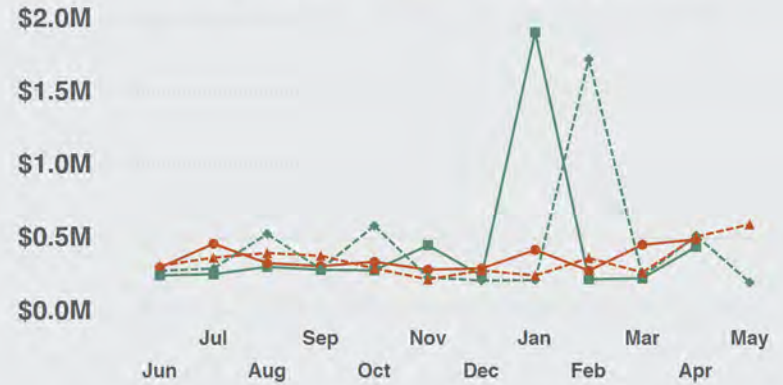
Disbursements (1,250,324)

Balance as of 05/20/2025

\$7,255,124

## Overall Revenues & Expenditures By Month (Year to Date)

Current Year Revenues Prior Year Revenues  
Current Year Expenditures Prior Year Expenditures



## April 2025

### Revenues

Actual	Budget	Over/(Under)
\$441,726	\$255,746	\$185,980

### Expenditures

Actual	Budget	Over/(Under)
\$492,646	\$432,492	\$60,155

## June 2024 - April 2025 (Year to Date)

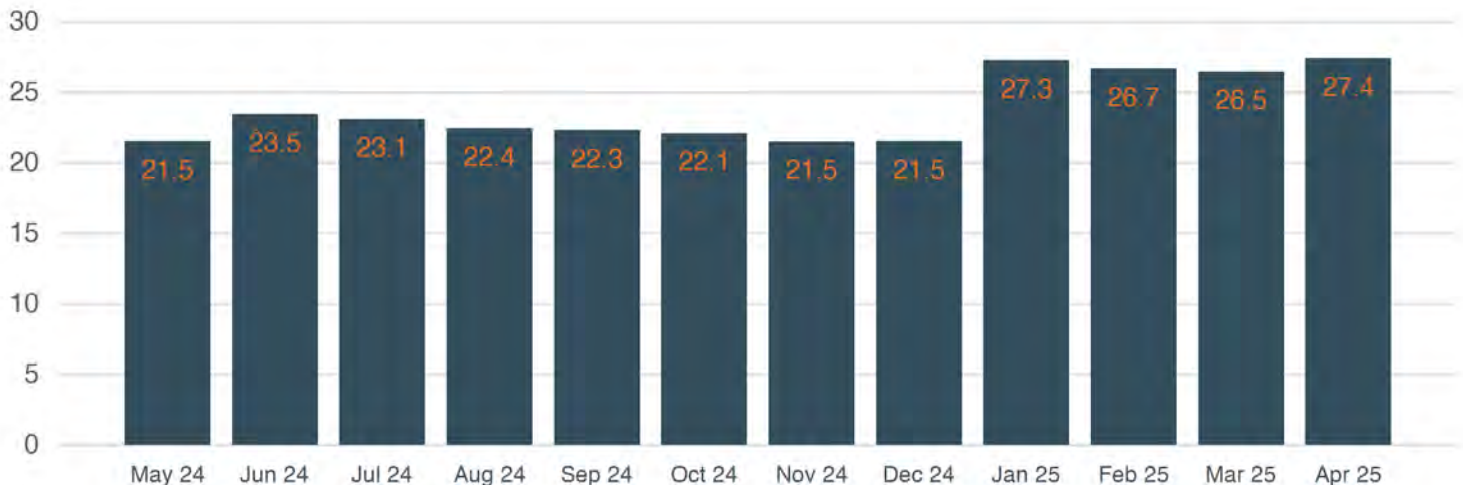
### Revenues

Actual	Budget	Over/(Under)
\$4,864,530	\$4,722,970	\$141,560

### Expenditures

Actual	Budget	Over/(Under)
\$3,969,945	\$3,960,559	\$9,386

## Operating Fund Reserve Coverage Ratio (In Months)



# Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
--------	------	------	--------	---------

Balance as of 04/16/2025



\$5,697.84

## Receipts

HC 151 Water Supply	2,124.00
Sweep from Lockbox Account	191,837.55
Interest Earned on Checking	194.24
City of Houston - Sales Tax Rebate	6,868.73
Wire Transfer from Money Market	427,000.00

## Total Receipts

\$628,024.52

## Disbursements

17299	Centerpoint Energy	Utilities Expense	(145.88)
17300	Cheryl C. Moore	Fees of Office - 05/20/2025	(204.10)
17301	Chris Green	Fees of Office - 05/20/2025	(204.09)
17302	Dennis Bone	Fees of Office - 05/20/2025	(204.10)
17303	Owen H. Parker	Fees of Office - 05/20/2025	(204.10)
17304	Robin Sulpizio	Fees of Office - 05/20/2025	(204.10)
17305	Cheryl C. Moore	Expense	(29.95)
17306	Chris Green	Fees of Office 05/05/2025 & Expense	(268.40)
17307	Owen H. Parker	Fees of Office 05/05/2025 & Expense	(158.20)
17308	Robin Sulpizio	Expense	(65.00)
17309	Alfred Lucy	Customer Refund	(23.41)
17310	Another Level Services, LLC	Customer Refund	(194.84)
17311	Austin Ward	Customer Refund	(119.26)
17312	Bailey Atteberry	Customer Refund	(64.20)
17313	Bridge SFRIV Seed Borrower LLC	Customer Refund	(40.28)
17314	Chachere Jackson	Customer Refund	(31.60)
17315	Crowne Property Acquisitions	Customer Refund	(161.89)
17316	Daisy Boyce	Customer Refund	(104.54)
17317	Emidia Rocha	Customer Refund	(100.99)
17318	Four Pillars Living, LLC	Customer Refund	(162.56)
17319	Gloria Nunez & Juan Ramirez	Customer Refund	(153.15)
17320	Joseph Lecroy	Customer Refund	(42.52)
17321	Matthew Barry	Customer Refund	(131.82)
17322	May Flor Marcolino Remedio	Customer Refund	(27.68)
17323	Real Property Management, LLC	Customer Refund	(190.74)
17324	Sophia Hill.	Customer Refund	(142.05)
17325	Steve Zouboulkos & Yuliya Umrenko	Customer Refund	(72.14)
17326	The Capstone Firm, LLC	Customer Refund	(124.16)
17327	Veronica Cortez	Customer Refund	(196.66)
17328	William Boring	Customer Refund	(21.10)
17329	AOS Treatment Solutions, LLC	Chemicals Expense	(3,825.00)
17330	Arthur J. Gallagher & Co.	Insurance Expense	(156,024.00)
17331	Atascocita Joint Operations Board	Schedule B & C Costs	(70,652.18)

# Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF




Number	Name	Memo	Amount	Balance
<b>Disbursements</b>				
17332	BGE, Inc.	Engineering Fees	(12,723.12)	
17333	Brightspeed	Telephone Expense	(956.94)	
17334	CDC Unlimited, LLC	Mowing Expense	(2,929.00)	
17335	Centerpoint Energy	Utilities Expense	(298.95)	
17336	Chlorinator Maint. Co., Inc.	Repairs & Maintenance	(1,358.90)	
17337	Generator Service	Maintenance & Repairs	(1,329.00)	
17338	GFL Environmental	Garbage Expense	(332.00)	
17339	Harris County Treasurer	Patrol Services	(21,718.00)	
17340	Hudson Energy	Utilities Expense	(11,212.61)	
17341	MP Control Systems, LLC	Maintenance & Operations	(1,810.00)	
17342	Multi Mains Sw & MH	Maintenance & Operations	(2,040.00)	
17343	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(4,962.70)	
17344	NHCRWA	Water Authority Fees	(49,408.15)	
17345	Norton Rose Fulbright US LLP	Legal Fees	(8,334.95)	
17346	Oaks of Atascocita Community Improvement	Security Contribution - HOA	(3,619.58)	
17347	Peltier Brothers Construction, LLC	Pay Est. No. 10 - Barents Dr. Lift Station	(1,955.11)	
17348	PVS DX, Inc	Chemicals Expense	(904.00)	
17349	Pye Barker Fire & Safety, LLC	Inspection Expense	(1,844.00)	
17350	Schier Construction Company, Inc.	Pay Est. No 1 - Water Plant No. 1 GST	(105,480.00)	
17351	STP Services	Maintenance & Repairs	(34,965.00)	
17352	Texas Hydrant Services	Maintenance & Repairs	(1,450.00)	
17353	Water Utility Services, Inc.	Laboratory Fees	(357.00)	
17354	Wright Solutions LLC	Lift Station Maintenance	(71,631.30)	
17355	WWWMS	Maintenance and Operations	(55,077.41)	
17356	Centerpoint Energy	Utilities Expense	0.00	
17357	Texas State Comptroller	Unclaimed Property	0.00	
Svc Chrg	Central Bank	Service Charge	(5.00)	
<b>Total Disbursements</b>				<b>(\$630,997.41)</b>
<b>Balance as of 05/20/2025</b>				<b>\$2,724.95</b>

# Cash Flow Report - Operator Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
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Balance as of 04/16/2025  \$136,749.68

<b>Receipts</b>				
	Accounts Receivable		82,305.44	
	Accounts Receivable		89,169.00	
<b>Total Receipts</b>				<b>\$171,474.44</b>

<b>Disbursements</b>				
Ret Ck	Central Bank	Customer Returned Checks (8)	(484.36)	
Svc Chrg	Central Bank	Service Charge	(5.00)	
Sweep	Harris County MUD 109	Transfer to Checking Account	(191,837.55)	
<b>Total Disbursements</b>				<b>(\$192,326.91)</b>

Balance as of 05/20/2025 \$115,897.21

# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



		April 2025			June 2024 - April 2025			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	44,390	47,280	(2,890)	520,710	531,900	(11,190)	591,000
14102	Surface Water - Reserve	(185,500)	95,280	(280,780)	619,418	1,071,900	(452,482)	1,191,000
14103	Capital Contribution Credit-NHC	12,261	12,261	0	134,874	134,874	0	147,135
14105	Connection Fees	1,925	2,317	(392)	25,650	25,483	167	27,800
14108	Water Sales to HC 151	474	599	(125)	9,057	11,704	(2,647)	12,500
Total Water Revenue		(126,450)	157,737	(284,186)	1,309,709	1,775,861	(466,152)	1,969,435
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	64,623	53,304	11,319	708,444	612,996	95,448	666,300
Total Wastewater Revenue		64,623	53,304	11,319	708,444	612,996	95,448	666,300
Property Tax Revenue								
14301	Maintenance Tax Collections	466,461	0	466,461	2,147,841	1,831,782	316,059	1,831,782
Total Property Tax Revenue		466,461	0	466,461	2,147,841	1,831,782	316,059	1,831,782
Sales Tax Revenue								
14401	COH Rebate	6,487	7,565	(1,078)	81,634	93,790	(12,156)	101,700
Total Sales Tax Revenue		6,487	7,565	(1,078)	81,634	93,790	(12,156)	101,700
Tap Connection Revenue								
14501	Tap Connections	0	417	(417)	214,164	4,583	209,581	5,000
14502	Inspection Fees	761	875	(114)	9,261	9,625	(364)	10,500
Total Tap Connection Revenue		761	1,292	(531)	223,425	14,208	209,217	15,500
Administrative Revenue								
14702	Penalties & Interest	3,544	7,842	(4,298)	92,573	86,258	6,315	94,100
Total Administrative Revenue		3,544	7,842	(4,298)	92,573	86,258	6,315	94,100
Interest Revenue								
14801	Interest Earned on Checking	194	150	44	2,036	1,650	386	1,800
14802	Interest Earned on Temp. Invest	26,097	27,773	(1,676)	297,970	305,508	(7,538)	333,281
Total Interest Revenue		26,291	27,923	(1,632)	300,006	307,158	(7,152)	335,081
Other Revenue								
15801	Miscellaneous Income	8	83	(75)	899	917	(18)	1,000
Total Other Revenue		8	83	(75)	899	917	(18)	1,000
Total Revenues		441,726	255,746	185,980	4,864,530	4,722,970	141,560	5,014,898

## Expenditures

### Water Service

16102	Operations - Water	9,648	9,992	(343)	103,901	109,908	(6,007)	119,900
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# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



		April 2025			June 2024 - April 2025			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures								
Water Service								
16105	Maintenance & Repairs - Water	24,540	26,817	(2,276)	268,057	294,983	(26,926)	321,800
16107	Chemicals - Water	4,729	7,017	(2,288)	54,952	77,183	(22,231)	84,200
16108	Laboratory Expense - Water	657	758	(101)	8,929	8,342	587	9,100
16109	Mowing - Water	776	1,117	(341)	6,980	12,283	(5,304)	13,400
16110	Utilities - Water	8,299	9,742	(1,443)	85,136	107,158	(22,022)	116,900
16111	Reconnections	890	925	(35)	9,300	10,175	(875)	11,100
16112	Disconnection Expense	270	375	(105)	4,935	4,125	810	4,500
16113	Service Account Collection	1,208	2,308	(1,100)	24,105	25,392	(1,287)	27,700
16114	Telephone Expense - Water	324	433	(109)	4,770	4,767	3	5,200
16116	Permit Expense - Water	0	0	0	7,666	8,000	(334)	8,000
16117	TCEQ Regulatory Expense - Water	0	0	0	1,891	1,850	41	3,100
16118	Surface Water Fee	61,669	107,632	(45,963)	842,822	1,210,860	(368,038)	1,345,400
16122	Lead & Copper Survey	0	0	0	25,260	0	25,260	0
Total Water Service		113,010	167,115	(54,105)	1,448,705	1,875,027	(426,322)	2,070,300
Wastewater Service								
16202	Operations - Wastewater	2,395	2,400	(5)	25,789	26,400	(611)	28,800
16204	Purchase Wastewater Service	37,978	31,642	6,337	358,154	348,058	10,096	379,700
16205	Maint & Repairs - Wastewater	18,877	17,733	1,143	286,874	195,067	91,807	212,800
16207	Chemicals - Wastewater	0	33	(33)	534	367	167	400
16208	Laboratory Fees - Wastewater	0	50	(50)	0	550	(550)	600
16209	Mowing - Wastewater	620	1,025	(406)	5,576	11,275	(5,700)	12,300
16210	Utilities - Lift Station	3,359	2,175	1,184	28,265	23,925	4,340	26,100
16214	Telephone Expense - Wastewater	568	508	60	5,502	5,592	(89)	6,100
16217	TCEQ Regulatory Exp-Wastewater	0	0	0	1,891	1,850	41	3,100
Total Wastewater Service		63,797	55,567	8,230	712,585	613,083	99,502	669,900
Garbage Service								
16301	Garbage Expense	332	742	(410)	4,740	8,158	(3,418)	8,900
Total Garbage Service		332	742	(410)	4,740	8,158	(3,418)	8,900
Storm Water Quality								
16404	Detention Pond Mowing	1,534	583	951	13,806	6,417	7,389	7,000
Total Storm Water Quality		1,534	583	951	13,806	6,417	7,389	7,000
Tap Connection								
16501	Tap Connection Expense	0	250	(250)	12,815	2,750	10,065	3,000
16502	Inspection Expense	1,844	0	1,844	67,220	0	67,220	0
Total Tap Connection		1,844	250	1,594	80,034	2,750	77,284	3,000

# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



		April 2025			June 2024 - April 2025			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures								
Administrative Service								
16703	Legal Fees	8,319	7,908	410	70,531	86,992	(16,460)	94,900
16705	Auditing Fees	0	0	0	19,500	19,500	0	19,500
16706	Engineering Fees	5,078	6,667	(1,589)	53,530	73,333	(19,803)	80,000
16709	Election Expense	0	2,000	(2,000)	1,363	8,000	(6,637)	10,000
16710	Website Expense	0	83	(83)	1,020	917	103	1,000
16712	Bookkeeping Fees	4,619	4,060	559	54,759	53,940	819	58,000
16713	Legal Notices & Other Publ.	0	75	(75)	0	825	(825)	900
16714	Printing & Office Supplies	1,847	2,583	(736)	26,022	28,417	(2,395)	31,000
16716	Delivery Expense	30	42	(12)	515	458	57	500
16717	Postage	59	58	1	590	642	(51)	700
16718	Insurance & Surety Bond	0	0	0	0	0	0	44,400
16719	AWBD Expense	0	0	0	840	2,400	(1,560)	2,400
16722	Bank Service Charges	10	33	(23)	445	367	78	400
16723	Travel Expense	46	33	13	416	367	50	400
16727	Arbitrage Expense	0	0	0	8,700	500	8,200	500
16728	Record Storage Fees	54	50	4	642	550	92	600
Total Administrative Service		20,062	23,593	(3,531)	238,874	277,207	(38,333)	345,200
Security Service								
16801	Security Patrol Expense	25,338	25,325	13	273,713	278,575	(4,862)	303,900
16802	Security Monitoring	0	1,133	(1,133)	10,654	12,467	(1,813)	13,600
Total Security Service		25,338	26,458	(1,121)	284,367	291,042	(6,675)	317,500
Payroll Expense								
17101	Payroll Expenses	1,427	2,083	(656)	21,412	22,917	(1,505)	25,000
Total Payroll Expense		1,427	2,083	(656)	21,412	22,917	(1,505)	25,000
Other Expense								
17802	Miscellaneous Expense	199	292	(92)	3,990	3,208	782	3,500
Total Other Expense		199	292	(92)	3,990	3,208	782	3,500
Total Expenditures		227,544	276,684	(49,140)	2,808,514	3,099,808	(291,295)	3,450,300
Total Revenues (Expenditures)		214,182	(20,938)	235,120	2,056,016	1,623,162	432,855	1,564,598
Other Revenues								
Extra Ordinary Revenue								
15901	Transfer from Operating Reserve	0	0	0	0	0	0	1,099,383
Total Extra Ordinary Revenue		0	0	0	0	0	0	1,099,383
Total Other Revenues		0	0	0	0	0	0	1,099,383

# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	April 2025			June 2024 - April 2025			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Other Expenditures							
Capital Outlay							
17901 Capital Outlay							
17901a Capital Outlay - General	105,491	2,464	103,027	153,027	50,000	103,027	50,000
17901b Capital Outlay - AJOB	32,594	32,594	0	358,531	240,927	117,604	250,000
17901c WP 1 Well Rehab	0	0	0	23,061	0	23,061	0
17901d WP 1 Electrical Improvements	0	0	0	0	0	0	250,000
17901e WP 1 GST 1 Replacement	119,500	119,500	0	170,816	170,816	0	1,310,500
17901f HC 46 Water Interconnect	0	0	0	0	0	0	50,000
17901g Manhole Valve Rehab	0	0	0	4,276	4,276	0	250,000
17901h LS Wet Well/Piping Rehab	1,250	1,250	0	6,250	6,250	0	115,000
17901i Fence Replacement	0	0	0	58,064	51,000	7,064	51,000
Total Capital Outlay	258,835	155,808	103,027	774,026	523,269	250,756	2,326,500
17904 Capital Outlay - Barents Dr L/S	6,267	0	6,267	387,405	337,481	49,924	337,481
Total Capital Outlay	265,102	155,808	109,294	1,161,431	860,750	300,681	2,663,981
Total Other Expenditures	265,102	155,808	109,294	1,161,431	860,750	300,681	2,663,981
Total Other Revenues (Expenditures)	(265,102)	(155,808)	(109,294)	(1,161,431)	(860,750)	(300,681)	(1,564,598)
Excess Revenues (Expenditures)	(50,920)	(176,746)	125,825	894,585	762,411	132,174	0

# Balance Sheet as of 04/30/2025

Harris County MUD No. 109 - GOF



## Assets

### Bank

11101 Cash in Bank	\$199,849
11102 Operator	115,897
<b>Total Bank</b>	<b>\$315,746</b>

### Investments

11201 Time Deposits	\$7,563,502
<b>Total Investments</b>	<b>\$7,563,502</b>

### Receivables

11301 Accounts Receivable	(\$30,633)
11303 Maintenance Tax Receivable	101,717
11305 Accrued Interest	15,474
11306 Due From COH	25,656
<b>Total Receivables</b>	<b>\$112,214</b>

### Interfund Receivables

11401 Due From Capital Projects	(\$4,200)
11403 Due From Tax Account	491,837
<b>Total Interfund Receivables</b>	<b>\$487,637</b>

### Reserves

11601 Reserve in A.C.P.	\$423,556
<b>Total Reserves</b>	<b>\$423,556</b>

## Total Assets

**\$8,902,655**

## Liabilities & Equity

### Liabilities

#### Accounts Payable

12101 Accounts Payable	\$329,488
12102 Payroll Liabilities	203
<b>Total Accounts Payable</b>	<b>\$329,691</b>

#### Other Current Liabilities

12201 Unclaimed Property	\$5,652
12204 Retainage Payable	
12204a Peltier Brothers - Lift Station	70,673
12204b C&C Water Services - WP #1	23,061
12204c Shier Const. - WP 1 GST	11,720
<b>Total Retainage Payable</b>	<b>105,454</b>
<b>Total Other Current Liabilities</b>	<b>\$111,105</b>

### Deferrals

12502 Deferred Taxes	\$101,717
<b>Total Deferrals</b>	<b>\$101,717</b>

# Balance Sheet as of 04/30/2025

Harris County MUD No. 109 - GOF



## Liabilities & Equity

Liabilities		
Deposits		
12601	Customer Meter Deposits	\$318,964
12608	Woodland Hills Annexation	2,870
Total Deposits		\$321,835
Total Liabilities		\$864,348
Equity		
Unassigned Fund Balance		
13101	Unallocated Fund Balance	\$7,143,722
Total Unassigned Fund Balance		\$7,143,722
Net Income		\$894,585
Total Equity		\$8,038,307
Total Liabilities & Equity		\$8,902,655

# Monthly Financial Summary - Capital Projects Fund

Harris County MUD No. 109 - CPF



## Account Balance Summary



Balance as of 04/16/2025 **\$104,474**

Receipts 5,750

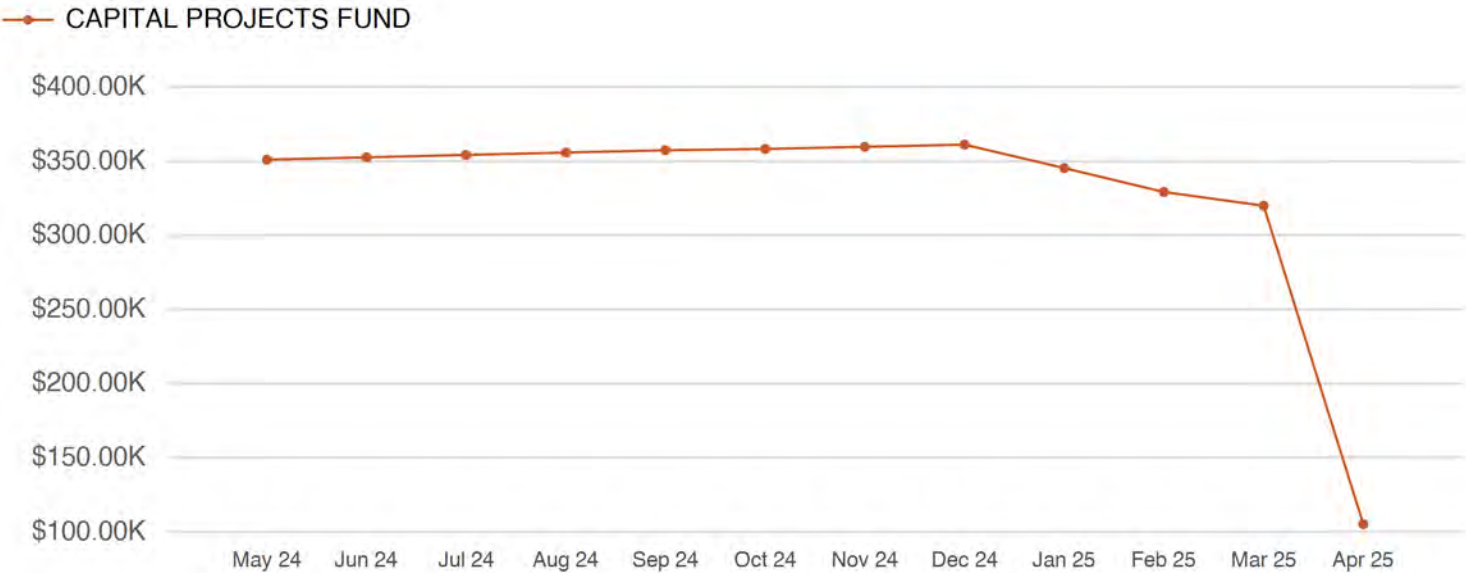
Disbursements (9,900)

Balance as of 05/20/2025 **\$100,323**

## Overall Revenues & Expenditures By Month (Year to Date)




## Account Balance By Month | May 2024 - April 2025



# Cash Flow Report - Checking Account

Harris County MUD No. 109 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 04/16/2025				 \$154.15
Receipts				
	Series 2017 - Wire Transfer from Money		5,000.00	
Total Receipts				\$5,000.00
Disbursements				
2041	BGE, Inc.	Engineering - Water Well No. 1 Rehab	(4,895.12)	
Svc Chrg	Central Bank	Service Charge	(5.00)	
Total Disbursements				(\$4,900.12)
Balance as of 05/20/2025				\$254.03

# District Debt Summary as of 05/20/2025

Harris County MUD No. 109 - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING
Total \$ Authorized		Authorized	Authorized	Authorized
\$61.83M		\$61.83M	N/A	\$32.73M
Total \$ Issued		Issued	Issued	Issued
\$48.88M		\$48.88M	N/A	\$1.06M
Yrs to Mat	Rating	\$ Available To Issue	\$ Available To Issue	\$ Available To Issue
15	AA	\$12.95M	N/A	\$31.67M

\*Actual 'Outstanding' Refunding Bonds issued below may differ from the 'Issued' total above pursuant to Chapter 1207, Texas Government Code.

## Outstanding Debt Breakdown

Series Issued	Original Bonds Issued	Maturity Date	Principal Outstanding
2021 - Refunding	\$3,705,000	2029	\$2,070,000
2017 - WS&D	\$12,100,000	2041	\$10,390,000
2015 - Refunding	\$5,920,000	2030	\$4,980,000
Total	\$21,725,000		\$17,440,000

# District Debt Schedule

## Harris County MUD No. 109 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$410,000.00	\$24,900.00	\$434,900.00
Bank of New York	2017 - WS&D	\$445,000.00	\$170,771.88	\$615,771.88
Regions Bank	2015 - Refunding	\$695,000.00	\$64,540.80	\$759,540.80
<b>Total Due 10/01/2025</b>		<b>\$1,550,000.00</b>	<b>\$260,212.68</b>	<b>\$1,810,212.68</b>

Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$0.00	\$18,750.00	\$18,750.00
Bank of New York	2017 - WS&D	\$0.00	\$164,096.88	\$164,096.88
Regions Bank	2015 - Refunding	\$0.00	\$69,417.00	\$69,417.00
<b>Total Due 04/01/2026</b>		<b>\$0.00</b>	<b>\$252,263.88</b>	<b>\$252,263.88</b>

# Investment Profile as of 05/20/2025

Harris County MUD No. 109

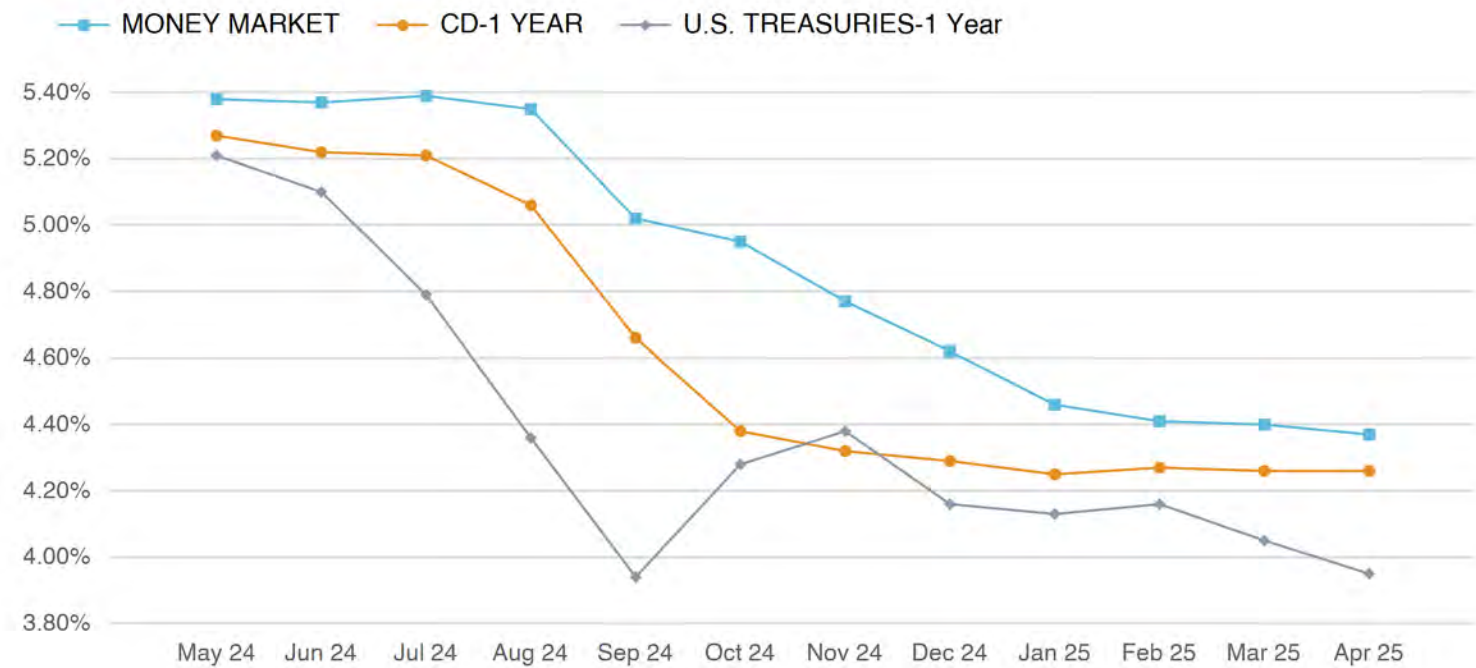


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
<b>Funds Available to Invest</b> \$7,255,124	<b>Funds Available to Invest</b> \$100,323	<b>Funds Available to Invest</b> \$2,709,341	<b>Funds Available to Invest</b> N/A
<b>Funds Invested</b> \$7,136,502	<b>Funds Invested</b> \$100,069	<b>Funds Invested</b> \$2,709,341	<b>Funds Invested</b> N/A
<b>Percent Invested</b> 98%	<b>Percent Invested</b> 99%	<b>Percent Invested</b> 100%	<b>Percent Invested</b> N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	4.35%	180 Days	4.31%	180 Days	4.26%
		270 Days	4.26%	270 Days	4.26%
		1 Yr	4.26%	1 Yr	4.12%
		13 Mo	2.47%	13 Mo	N/A
		18 Mo	3.45%	18 Mo	4.12%
		2 Yr	2.46%	2 Yr	3.99%

\*Rates are based on the most current quoted rates and are subject to change daily.

## Investment Rates Over Time (By Month) | May 2024 - April 2025




# Account Balance as of 05/20/2025


## Harris County MUD No. 109 - Investment Detail




### FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Certificates of Deposit</b>					
VERITEX COMMUNITY BANK (XXXX5987)	09/25/2024	08/21/2025	5.01%	235,000.00	
THIRD COAST BANK, SSB (XXXX1280)	03/26/2025	03/26/2026	4.15%	235,000.00	
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0001)	03/22/2017		4.40%	6,666,501.79	
<b>Checking Account(s)</b>					
CENTRAL BANK - CHECKING (XXXX1891)			0.00%	2,724.95	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00%	115,897.21	Operator
<b>Totals for General Operating Fund</b>				 <b>\$7,255,123.95</b>	

### FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0002)	03/22/2017		4.40%	100,069.16	Series 2017
<b>Checking Account(s)</b>					
CENTRAL BANK - CHECKING (XXXX1875)			0.00%	254.03	Checking Account
<b>Totals for Capital Projects Fund</b>				 <b>\$100,323.19</b>	

### FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Certificates of Deposit</b>					
CADENCE BANK - DEBT (XXXX4954)	08/27/2024	08/27/2025	5.25%	235,000.00	
THIRD COAST BANK-DEBT (XXXX3518)	08/27/2024	08/27/2025	5.25%	235,000.00	
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0003)	03/22/2017		4.40%	2,239,341.20	
<b>Totals for Debt Service Fund</b>				 <b>\$2,709,341.20</b>	
<b>Grand Total for Harris County MUD No. 109 :</b>				<b>\$10,064,788.34</b>	

# Capital Projects Fund Breakdown

Harris County Municipal Utility District No. 109  
As of 05/20/2025

## Balances by Bond Series

Bond Proceeds - Series 2017	\$100,323.19
<b>Total Cash Balance</b>	<b>\$100,323.19</b>

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## Remaining Costs/Surplus By Bond Series

Remaining Costs - Series 2017	\$100,323.19
<b>Total Amount in Remaining Costs</b>	<b>\$100,323.19</b>
<b>Total Remaining Costs/Surplus</b>	<b>\$100,323.19</b>

# Cost Comparison - \$12,100,000 - Series 2017

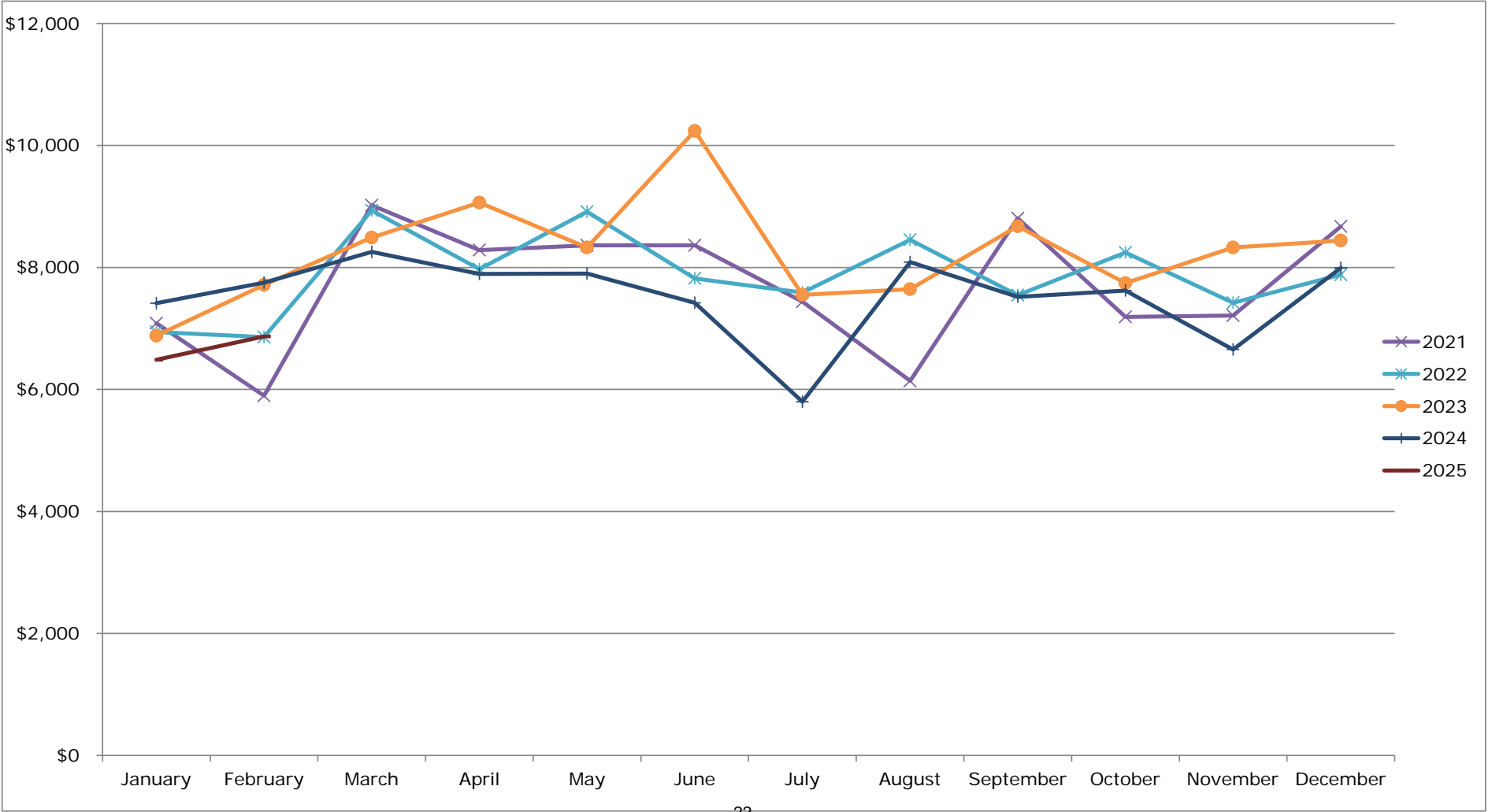
Harris County Municipal Utility District No. 109

	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE (OVER)/UNDER
<b>CONSTRUCTION COSTS</b>				
<b>Developer Items</b>				
1. Rivergrove, Section 1 - Water, Wastewater & Drainage	\$191,360.00	\$191,359.51	\$0.00	\$0.49
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	0.01
4. Rivergrove, Section 4 - Water, Wastewater & Drainage	881,359.00	881,359.20	0.00	(0.20)
5. Rivergrove Drainage Swales	52,480.00	52,479.50	0.00	0.50
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	0.50
11. Rivergrove Clearing and Interim Drainage, Sections 5-6	84,391.00	84,391.25	0.00	(0.25)
12. Kings Lake Estates Section 8 - Water, Wastewater & Drainage	1,851,399.00	1,851,398.80	0.00	0.20
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	(0.41)
<b>Subtotal Developer Items</b>	<b>\$5,884,250.00</b>	<b>\$5,627,625.28</b>	<b>\$0.00</b>	<b>\$256,624.72</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	1,600,000.00	0.00	0.00
6. Contingencies (10% of Items 1, 3-5)	297,124.00	297,124.00	0.00	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	390,000.00	0.00	0.00
<b>Subtotal District Items</b>	<b>\$4,293,045.00</b>	<b>\$4,227,882.59</b>	<b>\$0.00</b>	<b>\$65,162.41</b>
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$10,177,295.00</b>	<b>\$9,855,507.87</b>	<b>\$0.00</b>	<b>\$321,787.13</b>
<b>NON-CONSTRUCTION COSTS</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
C. Interest				
1. Capitalized Interest (1 year @ 4.50%)	396,191.00	396,191.41	0.00	(0.41)
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	(0.40)
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	496,884.36	0.00	(248,138.36)
Proposed Water Well No. 1 Rehab	0.00	265,254.00	100,323.19	(365,577.19)
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>\$1,922,705.00</b>	<b>\$2,436,097.98</b>	<b>\$100,323.19</b>	<b>(\$613,716.17)</b>
<b>TOTAL BOND ISSUE REQUIREMENT</b>	<b>\$12,100,000.00</b>	<b>\$12,291,605.85</b>	<b>\$100,323.19</b>	<b>(\$291,929.04)</b>
			Interest Earned	\$291,929.04
			Total Surplus & Interest	\$0.00
			Total Remaining Funds	<b>\$100,323.19</b>

# Sales Tax Revenue History

Harris County MUD No. 109

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2021	\$7,086	\$5,898	\$9,019	\$8,285	\$8,362	\$8,363	\$7,440	\$6,140	\$8,807	\$7,190	\$7,212	\$8,672	\$92,475
2022	\$6,943	\$6,859	\$8,934	\$7,973	\$8,913	\$7,820	\$7,589	\$8,453	\$7,546	\$8,244	\$7,422	\$7,881	\$94,577
2023	\$6,881	\$7,714	\$8,490	\$9,062	\$8,327	\$10,238	\$7,551	\$7,643	\$8,675	\$7,743	\$8,328	\$8,440	\$99,092
2024	\$7,414	\$7,751	\$8,256	\$7,894	\$7,900	\$7,421	\$5,800	\$8,088	\$7,519	\$7,622	\$6,655	\$7,993	\$90,312
2025	\$6,487	\$6,869											
Total	\$57,696	\$60,183	\$63,994	\$54,252	\$60,485	\$62,014	\$52,510	\$54,659	\$58,641	\$57,857	\$52,781	\$60,822	\$682,538



# Harris County MUD No. 109 - GOF

## Annexations

### All Transactions

Date	Num	Name	Memo	Debit	Credit	Balance
<b>12608 · Woodland Hills Annexation</b>						
07/20/2023	Deposit		Woodland Hills Tract		5,000.00	5,000.00
08/31/2023	8-231023	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	1,185.17		3,814.83
09/28/2023	Repts		Woodlands Hills Annexation Deposit ...		5,000.00	8,814.83
09/30/2023	9-230188	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	1,146.88		7,667.95
10/31/2023	10-230410	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	432.82		7,235.13
11/30/2023	11-230332	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	865.63		6,369.50
01/31/2024	1-240378	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	35.55		6,333.95
04/30/2024	4-240226	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	1,333.95		5,000.00
05/31/2024	5-241068	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	779.68		4,220.32
06/30/2024	2071	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	375.00		3,845.32
07/31/2024	3816	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	187.50		3,657.82
08/31/2024	5510	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	37.50		3,620.32
09/30/2024	7439	BGE, Inc.	Woodland Hills Multi-Family Feasibilit...	750.00		2,870.32
Total 12608 · Woodland Hills Annexation				7,129.68	10,000.00	2,870.32
<b>TOTAL</b>				<b>7,129.68</b>	<b>10,000.00</b>	<b>2,870.32</b>

# Cash Flow Forecast

Harris County MUD 109

	5/26	5/27	5/28	5/29	5/30
Assessed Value	\$954,061,285	\$954,061,285	\$954,061,285	\$954,061,285	\$954,061,285
Maintenance Tax Rate	\$0.205	\$0.205	\$0.205	\$0.205	\$0.205
Maintenance Tax	\$1,916,709	\$1,916,709	\$1,916,709	\$1,916,709	\$1,916,709
% Change in Water Rate		1.00%	1.00%	1.00%	1.00%
% Change in Wastewater 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 5-31-2025</b>	<b>\$7,255,124</b>	<b>\$5,025,984</b>	<b>\$4,820,006</b>	<b>\$4,579,439</b>	<b>\$5,104,329</b>
<b>Revenues</b>					
Maintenance Tax	\$1,916,709	\$1,916,709	\$1,916,709	\$1,916,709	\$1,916,709
Water Revenue	577,000	582,770	588,598	594,484	600,429
Wastewater Revenue	795,800	819,674	844,264	869,592	895,680
NHCRWA Revenue	1,022,900	1,125,190	1,237,709	1,361,480	1,497,628
Other	701,815	736,906	773,751	812,439	853,061
<b>Total Revenues</b>	<b>\$5,014,224</b>	<b>\$5,181,249</b>	<b>\$5,361,031</b>	<b>\$5,554,703</b>	<b>\$5,763,506</b>
<b>Expenses</b>					
NHCRWA	\$1,022,900	\$1,125,190	\$1,237,709	\$1,361,480	\$1,497,628
Other Expenses	2,511,464	2,637,037	2,768,889	2,907,334	3,052,700
<b>Total Expenses</b>	<b>\$3,534,364</b>	<b>\$3,762,227</b>	<b>\$4,006,598</b>	<b>\$4,268,813</b>	<b>\$4,550,328</b>
<b>Net Surplus</b>	<b>\$1,479,860</b>	<b>\$1,419,022</b>	<b>\$1,354,433</b>	<b>\$1,285,890</b>	<b>\$1,213,178</b>
<b>Capital Outlay</b>					
Capital Outlay	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Capital Outlay - AJOB	450,000	450,000	450,000	450,000	450,000
WP 1 Well Rehab & Motor Replacement	50,000	0	0	0	0
WP 1 Electrical Improvements	1,230,000	0	0	0	0
WP 1 Booster Pump Replacement	0	136,000	136,000	136,000	0
WP 1 GST 1 Replacement	1,200,000	0	0	0	0
WP 1 Chloramine Conversion	0	0	299,000	0	0
WP 1 EST Rehab	0	0	0	0	1,005,000
WP 2 Well Rehab & Motor Replacement	0	327,000	0	0	0
WP 2 Chloramine Conversion	0	0	299,000	0	0
L/S Wet Well and Piping Rehabilitation	325,000	0	0	0	282,000
L/S Submersive Pump Replacement	49,000	49,000	0	0	0
Lift Station Rehab	115,000	120,000	0	0	0
Manhole Valve Rehab	0	250,000	0	0	0
HC46 Water Interconnect	200,000	0	0	0	0
Fence Replacement	40,000	0	0	0	0
Sewer System Cleaning and Televisin	0	118,000	236,000	0	0
Developer Reimbursement	0	125,000	125,000	125,000	0
<b>Total Capital Outlay</b>	<b>\$3,709,000</b>	<b>\$1,625,000</b>	<b>\$1,595,000</b>	<b>\$761,000</b>	<b>\$1,787,000</b>
<b>Construction Surplus</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Ending Cash Balance</b>	<b>\$5,025,984</b>	<b>\$4,820,006</b>	<b>\$4,579,439</b>	<b>\$5,104,329</b>	<b>\$4,530,507</b>
<b>Operating Reserve % of Exp</b>					
Percentage	142%	128%	114%	120%	100%
Number of Months	17	15	14	14	12
<b>Bond Authority</b>					
Remaining Bonding Capacity - \$12,950,000					
Maintenance Tax Rate Cap - \$1.00					

# 2025 AWBD Summer Conference

Harris County Municipal Utility District No. 109

**Thursday, June 12 - Saturday, June 14, 2025**

Henry B. Gonzalez Convention Center, San Antonio, TX

Director	Registration			Prior Conference Expenses
Name	Attending	Online	Paid	Paid
Cheryl Moore				N/A
Chris Green				N/A
Dennis Bone				N/A
Owen Parker				N/A
Robin Sulpizio				N/A

## 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

Early Registration:	Begins	2/5/2025	\$465
Regular Registration:	Begins	2/27/2025	\$515
Late Registration	Begins	5/1/2025	\$615

## Cancellation Policy

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 04/30/25.

There will be no refunds after 04/30/25.

## Housing Information

Hotel reservations are only available to attendees who are registered with AWBD-TX for the Conference.

If you have questions, please call Taylor Cavnar at (281) 350-7090.

# Adopted Budget

Harris County MUD No. 109 - Fiscal Year Ending May 2026

	Ten Month Actuals 6/2024 - 3/2025	Twelve Months Annualized FYE 5/2025	Approved 2025 Budget	Adopted 2026 Budget
<b>Revenues</b>				
14101 · Water- Customer Service Revenue	476,320	571,320	591,000	577,000
14102 · Surface Water - Reserve	804,918	929,918	1,191,000	1,022,900
14103 · Capital Contribution Credit - NHCRWA	122,613	147,135	147,135	147,135
14105 · Connection Fees	23,725	28,470	27,800	29,300
14108 · Water Sales to HC 151	8,583	10,300	12,500	10,600
14201 · Wastewater-Customer Service Rev	643,821	772,586	666,300	795,800
14301 · Maintenance Tax Collections	1,681,379	1,681,379	1,831,782	1,916,709
14401 · COH Rebate	75,147	88,634	101,700	91,300
14501 · Tap Connections	214,164	214,164	5,000	5,000
14502 · Inspection Fees	8,500	10,200	10,500	10,300
14702 · Penalties & Interest	89,029	106,835	94,100	107,900
14801 · Interest Earned on Checking	1,842	2,210	1,800	2,300
14802 · Interest Earned on Temp. Invest	271,873	348,873	333,281	296,980
15801 · Miscellaneous Income	891	891	1,000	1,000
<b>Total Revenues</b>	<b>\$4,422,804</b>	<b>\$4,912,914</b>	<b>\$5,014,898</b>	<b>\$5,014,224</b>
<b>Expenditures</b>				
16102 · Operations - Water	94,253	113,103	119,900	118,800
16105 · Maintenance & Repairs - Water	240,601	288,722	321,800	303,200
16107 · Chemicals - Water	50,223	60,268	84,200	63,300
16108 · Laboratory Expense - Water	8,272	9,926	9,100	10,400
16109 · Mowing - Water	6,204	7,445	13,400	7,800
16110 · Utilities - Water	76,838	92,205	116,900	96,800
16111 · Reconnections	8,410	10,092	11,100	10,600
16112 · Disconnection Expense	4,665	5,598	4,500	5,900
16113 · Service Account Collection	22,897	27,476	27,700	28,900
16114 · Telephone Expense - Water	4,446	5,335	5,200	5,600
16116 · Permit Expense - Water	7,666	7,666	8,000	8,000
16117 · TCEQ Regulatory Expense - Water	1,891	3,360	3,100	3,432
16118 · Surface Water Fee	781,153	926,153	1,345,400	1,022,900

# Adopted Budget

Harris County MUD No. 109 - Fiscal Year Ending May 2026

	Ten Month Actuals 6/2024 - 3/2025	Twelve Months Annualized FYE 5/2025	Approved 2025 Budget	Adopted 2026 Budget
16122 · Lead & Copper Survey	25,260	25,260	0	0
16202 · Operations - Wastewater	23,394	23,394	28,800	24,600
16204 · Purchase Wastewater Service	320,176	396,133	379,700	415,900
16205 · Maint & Repairs - Wastewater	267,997	321,596	212,800	337,700
16207 · Chemicals - Wastewater	534	641	400	700
16208 · Laboratory Fees - Wastewater	0	0	600	0
16209 · Mowing - Wastewater	4,956	5,947	12,300	6,200
16210 · Utilities - Lift Station	24,907	29,888	26,100	31,400
16214 · Telephone Expense - Wastewater	4,934	5,921	6,100	6,200
16217 · TCEQ Regulatory Exp-Wastewater	1,891	3,360	3,100	3,432
16218 · Sanitary Sewer Televising	0	0	0	200,000
16301 · Garbage Expense	4,408	5,290	8,900	5,600
16404 · Detention Pond Mowing	12,272	14,726	7,000	15,500
16501 · Tap Connection Expense	12,815	12,815	3,000	3,000
16502 · Inspection Expense	65,376	65,376	0	5,000
16703 · Legal Fees	62,213	74,655	94,900	94,900
16705 · Auditing Fees	19,500	19,500	19,500	20,500
16706 · Engineering Fees	48,452	58,142	80,000	80,000
16708 · GIS Expense	0	0	0	10,000
16709 · Election Expense	1,363	1,363	10,000	0
16710 · Website Expense	1,020	1,275	1,000	1,300
16712 · Bookkeeping Fees	50,141	60,169	58,000	65,000
16713 · Legal Notices & Other Publ.	0	0	900	0
16714 · Printing & Office Supplies	24,174	24,174	31,000	25,400
16716 · Delivery Expense	485	582	500	600
16717 · Postage	531	637	700	700
16718 · Insurance & Surety Bond	0	42,089	44,400	44,200
16719 · AWBD Expense	840	840	2,400	900
16722 · Bank Service Charges	435	455	400	500

# Adopted Budget

Harris County MUD No. 109 - Fiscal Year Ending May 2026

	Ten Month Actuals 6/2024 - 3/2025	Twelve Months Annualized FYE 5/2025	Approved 2025 Budget	Adopted 2026 Budget
16723 · Travel Expense	370	445	400	500
16727 · Arbitrage Expense	8,700	8,700	500	10,000
16728 · Record Storage Fees	588	706	600	500
16801 · Security Patrol Expense	248,375	299,050	303,900	400,000
16802 · Security Monitoring	10,654	10,654	13,600	10,000
17101 · Payroll Expenses	19,984	23,112	25,000	25,000
17802 · Miscellaneous Expense	3,791	4,190	3,500	3,500
<b>Total Expenditures</b>	<b>\$2,578,055</b>	<b>\$3,098,433</b>	<b>\$3,450,300</b>	<b>\$3,534,364</b>
<b>Other Revenues</b>				
14720 · Transfer from Operating Reserve	0	0	1,099,383	2,229,140
15902 · Transfer from Capital Projects	0	4,200	0	0
<b>Total Other Revenues</b>	<b>\$0</b>	<b>\$4,200</b>	<b>\$1,099,383</b>	<b>\$2,229,140</b>
<b>Capital Outlay</b>				
17901a · Capital Outlay - General	47,536	82,501	50,000	50,000
17901b · Capital Outlay - AJOB	325,938	391,125	250,000	450,000
17901c · WP 1 Well Rehab	23,061	23,061	0	50,000
17901d · WP 1 Electrical Improvements	0	0	250,000	1,230,000
17901e · WP 1 GST 1 Replacement	51,316	170,816	1,310,500	1,200,000
17901f · HC 46 Water Interconnect	0	0	50,000	200,000
17901g · Manhole Valve Rehab	4,276	5,276	250,000	0
17901h · LS Wet Well/Piping Rehab	5,000	6,250	115,000	325,000
17901i · Fence Replacement	58,064	58,064	51,000	40,000
17901k · Lift Station 1	0	0	0	115,000
17901l · Lift Station 4	0	0	0	49,000
17904 · Capital Outlay - Barents Dr L/S	381,138	381,138	337,481	0
<b>Total Capital Outlay</b>	<b>\$896,329</b>	<b>\$1,118,231</b>	<b>\$2,663,981</b>	<b>\$3,709,000</b>
<b>Net Excess Revenues &lt;Expenditures&gt;</b>	<b>\$948,420</b>	<b>\$700,450</b>	<b>\$0</b>	<b>\$0</b>



## ENGINEERING REPORT

May 20, 2025

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

**From:** Christopher A. Meinhardt, P.E.

District Engineer

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

**a. Barents Drive Lift Station**

Currently scheduling final inspection.

**Action Item: Pay Estimate No. 10 is recommended in the amount of \$1,955.11.**

**b. Wastewater Treatment Plant**

**Belt Press Replacement/Belt Press Building Rehabilitation:**

Anticipate 90% design plans (civil, structural, and electrical) to be completed by the end of May.

**Sanitary Sewer Rehabilitation:**

Survey for project complete. Survey CAD file to be complete by the end of May.  
Anticipate beginning design plans in early June.

Please see attached for District's pro rata share based on March 2025 connection counts.

**c. Capital Improvement Plan:**

We are currently working on 2025 adopted budget CIP projects.

Exhibit F

**Serving. Leading. Solving.™**

BGE, Inc. • 1450 Lake Robbins Drive, Suite 310 • The Woodlands, Texas 77380 • 281-210-5570 • [www.bgeinc.com](http://www.bgeinc.com)

**d. Lift Station No. 3 Rehabilitation/Fence Replacement (2025 CIP Project)**

Anticipate 90% design plans to be completed by the end of May.

**e. Interconnect With HCMUD 46 (2025 CIP Project)**

No Update.

**f. Water Plant No. 1 Ground Storage Tank (GST) Replacement**

Site demo is complete. Site filled, new foundation in place.

**Action Item: Pay Estimate No. 1 is recommended in the amount of \$105,480.00.**

**g. Water Plant No. 1 Water Well Rehabilitation:**

Project is complete.

**Action Item: Pay Estimate No. 2 and Final is recommended in the amount of \$37,351.00.**

**h. Woodland Hills Tract:**

No Update this month.

**i. Storm Water Quality (SWQ) Feature in Kings Lake Estates:**

Repair is complete.

**j. Master Stormwater Quality (SWQ) Permit Renewal**

We are currently working on permit renewal. Attached are two documents for the Board President to sign as part of the Master SWQ permit renewal. The first is the MUD letter, which states that HCMUD 109 agrees to provide the necessary maintenance of said SWQ feature. The second is the Certification of Proper Operation, which states that said SWQ feature is operating as it should.

**Action Item: Board authorization for Board President's signature on these two documents.**

AJOB Trunkline Pro Rata Share						
	Connections as of March 2025			Pro Rata Share March 2025		Pro Rata Share % March 2025
HCMUD 46	1,845			0.10525415		10.52541503
HCMUD 106	1,541			0.087911461		8.791146101
HCMUD 132	3,633			0.207256546		20.72565463
HCMUD 151	2,517			0.143590621		14.35906213
HCMUD 152	2,709			0.154543899		15.45438987
HCMUD 153	4,345			0.24787495		24.78749501
HCMUD 494	939			0.053568372		5.356837241
						100

Total Connections 17,529

HCMUD 109 3,078

Grand Total Connections 20,607



May 13, 2025

Harris County MUD No. 109  
C/o Municipal Accounts & Consulting, LP  
1281 Brittmoore Rd.  
Houston, Texas 77043

Attention: Fandi Tjhiu


Re: **Pay Estimate No. 2-Final**  
Harris County MUD 109  
Water Well No. 1 Rehabilitation  
BGE Job No. 12865-00

Dear Mr. Tjhiu:

Enclosed herewith is **Pay Estimate No. 2-Final, Reduction of Final Retainage Only**, from C&C Water Services for work performed on the referenced project for the period indicated. I have reviewed the quantities completed and submitted for payment, and recommend that this estimate be processed for payment. The enclosed estimate is for your further handling and processing.

Should you have any questions regarding this pay estimate, please contact me at 281-558-8700.

Sincerely,

  
Michael R. Barrette, PE  
Sr Project Manager, Construction Management

TBPE Registration No. F-1046

cc: Jim Caldwell – C&C Water Services  
Dimitri Millas – Norton Rose Fulbright US LLP  
Brenda Presser – Norton Rose Fulbright US LLP  
Chris Meinhardt, PE – BGE  
Aaron Orozco, PE – BGE

\\bgeinc\data\TXH\Projects\Districts\HCMUD109\12865-00-Water Well No 1 Rehabilitation\PW\03\_Constr\07\_Pay\_Est\PE2-Final.docx

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**Water Well No. 1 Rehabilitation**

Owner: Harris County MUD No. 109  
C/o Municipal Accounts & Consulting, LP  
1281 Brittmoore Rd.  
Houston, Texas 77043

Attention: Cory Burton

Pay Estimate No.	2-Final
Original Contract Amount:	\$ 356,640.00
Final Adjustments:	\$ (111,740.00)
Current Contract Amount:	\$ 244,900.00
Completed to Date:	\$ 244,900.00
Retainage 0%	\$ -
Balance:	\$ 244,900.00
Less Previous Payments:	\$ 207,549.00
Current Payment Due:	\$ 37,351.00

Recommended for Approval:

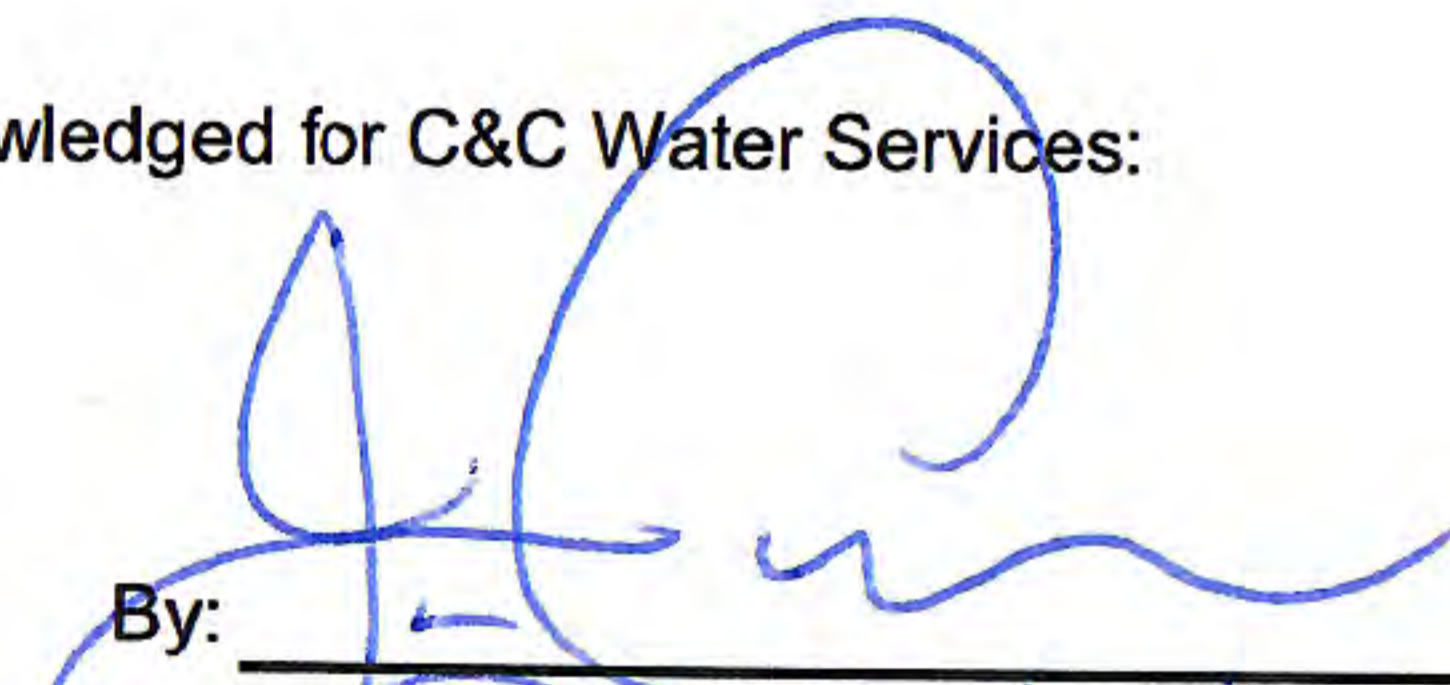
  
\_\_\_\_\_  
Michael R. Barrette, PE  
Sr Project Manager, Construction Management  
TBPE Registration No. F-1046

Contractor: C&C Water Services  
24723 Stanolind Road  
Tomball, TX 77375

Attention: Jim Caldwell

BGE Job No.	12865-00
Estimate Period:	03/25/25 - 05/08/25
Contract Date:	September 9, 2024
Notice to Proceed:	October 7, 2024
Contract Time:	120 Calendar Days
Time Charged:	213 Calendar Days
Requested Time Extensions:	0 Calendar Days
Approved Extensions:	0 Calendar Days
Time Remaining:	-93 Calendar Days

Acknowledged for C&C Water Services:

  
By: \_\_\_\_\_  
Title: President  
Date: 5-19-2025

Harris County MUD No. 109  
 Water Well No. 1 Rehabilitation  
 BGE Job No. 12865-00  
 Pay Estimate No. 2-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Final Adjustments
<b>UNIT A: BASE BID ITEMS</b>												
1.	Mobilization; Demobilization; Bonds; Insurance	1.00	LS	\$ 11,000.00	\$ 11,000.00	0.00	\$ -	1.00	\$ 11,000.00	1.00	\$ 11,000.00	\$ -
2.	Remove existing pump, haul to contractors yard, disassemble and inspect. Provide written report on condition.	1.00	LS	\$ 9,000.00	\$ 9,000.00	0.00	\$ -	1.00	\$ 9,000.00	1.00	\$ 9,000.00	\$ -
3.	Bail Oil from well, dispose and run water into well overnight.	1.00	LS	\$ 750.00	\$ 750.00	0.00	\$ -	1.00	\$ 750.00	1.00	\$ 750.00	\$ -
4.	Televis well, pre-video, provide video and report on recommendations.	1.00	LS	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	1.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ -
5.	Wire-brush 12-3/4" blank / screen casing, Complete in Place, includes trip in and out.	1.00	LS	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	1.00	\$ 12,000.00	1.00	\$ 12,000.00	\$ -
6.	Airlift debris following wire-brushing, Complete in Place, includes trip in and out.	1.00	LS	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	1.00	\$ 14,000.00	1.00	\$ 14,000.00	\$ -
7.	Televis well, post wire brush cleaning, provide video and report on recommendations.	1.00	LS	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	1.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ -
8.	Re-assembl column assembly, haul to site, installation and start up	1.00	LS	\$ 13,000.00	\$ 13,000.00	0.00	\$ -	1.00	\$ 13,000.00	1.00	\$ 13,000.00	\$ -
9.	Well disinfection and three bacteriological sampling, Complete in Place.	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -
10.	Conduct Well GM Production Test	1.00	LS	\$ 1,200.00	\$ 1,200.00	0.00	\$ -	1.00	\$ 1,200.00	1.00	\$ 1,200.00	\$ -
<b>UNIT A: BASE BID ITEMS -SUBTOTAL</b>					\$ 66,050.00		\$ -		\$ 66,050.00		\$ 66,050.00	

Harris County MUD No. 109  
 Water Well No. 1 Rehabilitation  
 BGE Job No. 12865-00  
 Pay Estimate No. 2-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Final Adjustments
<b><u>UNIT B: SUPPLEMENTAL BID ITEMS</u></b>												
1.	Insert and agitate hydrochloric acid into screen sections, neutralize and airlift removal, if authorized by engineer. (\$10,000.00 per LS minimum)	1.00	LS	\$ 12,500.00	\$ 12,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (12,500.00)
2.	Insert and agitate sodium hypochlorite into screen sections, neutralize and airlift removal, if authorized by engineer. (\$8,000.00 per LS minimum)	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	1.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ -
3.	Hydrochloric acid 20%, if authorized by engineer. (\$8.00 per GAL minimum)	600.00	GAL	\$ 8.00	\$ 4,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (4,800.00)
4.	12% Sodium hypochlorite, if authorized by engineer. (\$5.00 per GAL minimum)	80.00	GAL	\$ 5.00	\$ 400.00	0.00	\$ -	80.00	\$ 400.00	80.00	\$ 400.00	\$ -
5.	Recondition existing M-14-HC 4 stage bowl assembly, including bowl shaft, bowl bearings, wear-rings, and impellers (including motor shaft). (\$10,000.00 per LS minimum)	1.00	LS	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (10,000.00)
6.	10" x 2-1/2" x 1-11/16" x 20' column pipe and inner assembly, Complete in Place. (\$2,200.00 per EA minimum)	23.00	EA	\$ 3,000.00	\$ 69,000.00	0.00	\$ -	22.00	\$ 66,000.00	22.00	\$ 66,000.00	\$ (3,000.00)
7.	10" x 20' threaded and coupled column pipe. (\$1,200.00 per EA minimum)	10.00	EA	\$ 1,200.00	\$ 12,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (12,000.00)
8.	10" x 10' threaded and coupled column pipe. (\$700.00 per EA minimum)	5.00	EA	\$ 700.00	\$ 3,500.00	0.00	\$ -	2.00	\$ 1,400.00	2.00	\$ 1,400.00	\$ (2,100.00)
9.	2-1/2" x 5' oil tube. (\$100.00 per EA minimum)	5.00	EA	\$ 100.00	\$ 500.00	0.00	\$ -	4.00	\$ 400.00	4.00	\$ 400.00	\$ (100.00)
10.	2-1/2" x 1-11/16" bronze lineshaft bearing. (\$80.00 per EA minimum)	5.00	EA	\$ 80.00	\$ 400.00	0.00	\$ -	4.00	\$ 320.00	4.00	\$ 320.00	\$ (80.00)
11.	1-11/16" x 20' lineshaft. (\$400.00 per EA minimum)	10.00	EA	\$ 400.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (4,000.00)
12.	1-11/16" x 10' lineshaft. (\$200.00 per EA minimum)	10.00	EA	\$ 200.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 200.00	1.00	\$ 200.00	\$ (1,800.00)

Harris County MUD No. 109  
 Water Well No. 1 Rehabilitation  
 BGE Job No. 12865-00  
 Pay Estimate No. 2-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Final Adjustments
13.	1-11/16" lineshaft coupling. (\$50.00 per EA minimum)	5.00	EA	\$ 50.00	\$ 250.00	0.00	\$ -	2.00	\$ 100.00	2.00	\$ 100.00	\$ (150.00)
14.	2-1/2" x 1-11/16" x top special assembly, including tube tension bearing assembly. (\$2,000.00 per LS minimum)	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ -
15.	10" x 2-1/2" rubber centralizer. (\$50.00 per EA minimum)	1.00	EA	\$ 50.00	\$ 50.00	0.00	\$ -	23.00	\$ 1,150.00	23.00	\$ 1,150.00	\$ 1,100.00
16.	Recondition existing motor; Bearings, dip and bake, balance rotor, heaters. (\$10,000.00 per LS minimum)	1.00	LS	\$ 14,290.00	\$ 14,290.00	0.00	\$ -	1.00	\$ 14,290.00	1.00	\$ 14,290.00	\$ -
17.	3 - Gallon oil reservoir w/immersion heater. (\$3,000.00 per LS minimum)	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ -
18.	Steel fabricated discharge head with base plate. (\$10,000.00 per EA minimum)	1.00	EA	\$ 27,000.00	\$ 27,000.00	0.00	\$ -	1.00	\$ 27,000.00	1.00	\$ 27,000.00	\$ -
19.	Stainless steel airline with gauge and fittings. (\$5.00 per LF minimum)	460.00	LF	\$ 5.00	\$ 2,300.00	0.00	\$ -	460.00	\$ 2,300.00	460.00	\$ 2,300.00	\$ -
20.	Swage and patch 12-3/4"ø x 5'-0 screen or blank liner complete in place. (\$9,000.00 per EA minimum)	2.00	EA	\$ 9,500.00	\$ 19,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (19,000.00)
21.	Prepare surface and apply concrete for repairs to concrete pump base, per specifications, Complete in place. (\$800.00 per CY minimum)	2.00	CY	\$ 800.00	\$ 1,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (1,600.00)
22.	"Extra" as directed, Water Well Improvements, Complete In Place (\$10,000.00 minimum)	1.00	LS	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ (10,000.00)

Harris County MUD No. 109  
 Water Well No. 1 Rehabilitation  
 BGE Job No. 12865-00  
 Pay Estimate No. 2-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Final Adjustments
23.	"Extra" as directed by owner/engineer, Replace existing 250 HP vertical turbine motor with a new 250 HP Vertical turbine motor, including new seals, gaskets, shims, steady bushing, bearing oils, miscellaneous hardwares, and balancing the rotor, Complete in place.	1.00	LS	\$ 46,000.00	\$ 46,000.00	0.31	\$ 14,290.00	0.00	\$ -	0.31	\$ 14,290.00	\$ (31,710.00)
24.	"Extra" as directed by owner/engineer, Replace existing 2,100 gpm @ 380 ft vertical turbine pump bowl assembly, including column adapter, discharge case, throttle bearings, bowls, bowl bearings, impeller shaft, bowl wear rings, and sand collar, Complete in Place.	1.00	LS	\$ 36,000.00	\$ 36,000.00	0.00	\$ -	1.00	\$ 36,000.00	1.00	\$ 36,000.00	\$ -
<b>UNIT B: SUPPLEMENTAL BID ITEMS - SUBTOTAL</b>					\$ 290,590.00		\$ 14,290.00		\$ 164,560.00		\$ 178,850.00	
Total Contract Amount:					\$ 356,640.00							
Change Order No. 1												
					\$ -		\$ -		\$ -		\$ -	
Totals:					\$ 356,640.00		\$ 14,290.00		\$ 230,610.00		\$ 244,900.00	\$ (111,740.00)



## WAIVER AND LIEN RELEASE UPON FINAL PAYMENT

The UNDERSIGNED was contracted or hired by HARRIS COUNTY MUD 109 to furnish labor and or material in connection with certain improvements to real property described as follows:

CONTRACTOR: C & C WATER SERVICES LLC

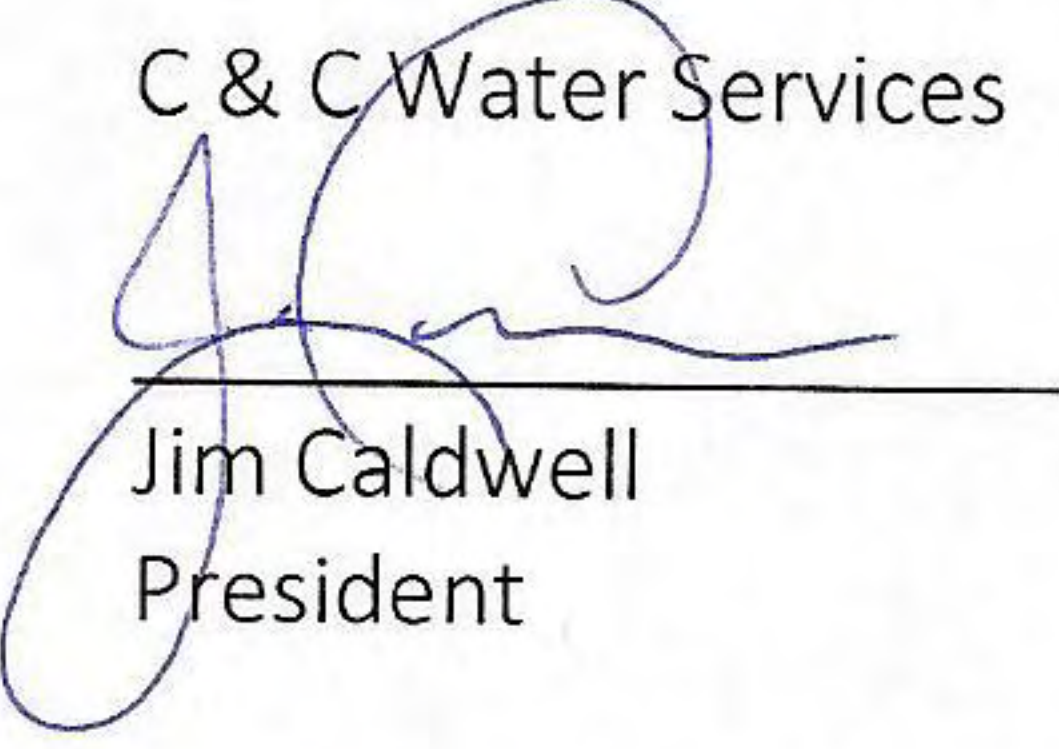
JOB NAME: HC MUD 109 WATER WELL NO 1 REHABILITATION

C & C Work Order No. C1127

Upon receipt of this payment and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive the release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and or improvements thereon on account of any work furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no know mechanic's or materialman's lien outstanding as of the date hereof, that all bills incurred by its respect to the work will be paid within 10 days of receipt of the above amount or sooner, and that there is no known basis for the filing of any lien on the property and or improvements above described by any person or entity performing work on behalf of the undersigned; and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims of lien of any said other such person or entity, and further agrees to indemnify and hold the owner harmless from any said lien or claim including the payment of related costs, expenses and reasonable attorney's fees.

C & C Water Services

  
Jim Caldwell  
President

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE ON THIS THE  
8TH day of APRIL 2025.

My commission expires 10/27/2028 NOTARY PUBLIC  
IN AND FOR THE STATE OF TEXAS







## AFFIDAVIT OF BILLS PAID FINAL

Jim Caldwell Being first duly sworn, state that he is Managing Partner of C & C Water Services LLC of Harris County Texas, hereinafter call "Company", and The said Company has performed work and/or furnished Construction hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "Contract") for the construction of:

Project: HC MUD 109 WATER WELL NO 1 REHABILITATION

That all just and lawful invoices against the Company for Labor, materials and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond.

That the Company has not received any claims or notice of claims from the subcontractor, materialmen and supplier.

C & C Water Services LLC

Company Name

Jim Caldwell, President

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Jim Caldwell Of C & C Water Services LLC, known to me to the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that the executed the same as the act and deed of such corporation, for consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 8<sup>TH</sup> day of APRIL 2025.  
My commission expires: 10/27/2028 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



# CONSENT OF SURETY. TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: Harris County Municipal Utility District No. 109 ARCHITECT'S PROJECT NO.:  
(Name and address) 10777 Westheimer, Suite 500  
Houston, TX 77042

CONTRACT FOR: Construction

PROJECT: Construction of Water Well No. 1  
(Name and address) Rehabilitation for Harris County MUD No. 109  
Harris County, Texas

CONTRACT DATED:

Bond No. 022240274

in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, tile  
(Insert name and address of Surety)

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

, SURETY,

on bond of

(Insert name and address of Contractor)

C&C Water Services, LLC  
24723 Stanolind Road  
Tomball, TX 77375

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to

(Insert name and address of Owner)

Harris County Municipal Utility District No. 109  
10777 Westheimer, Suite 500  
Houston, TX 77042

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
(Insert in writing the month followed by the numeric date and year.)

April 10, 2025



Attest:  
(Seal):

Seal No. 6188

The Ohio Casualty Insurance Company

(Surety)

(Signature of authorized representative)

Jennifer Winters, Attorney-In-Fact

(Printed name and title)



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



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G707-1994



## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8212854-969035

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dayla D. Brinker; Jennifer Winters

all of the city of Lubbock state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of December, 2024.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 16th day of December, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Bond No. 022240274

**MAINTENANCE BOND**

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS     §

KNOW ALL MEN BY THESE PRESENTS:

THAT **C & C Water Services LLC** of the City of Tomball, County of Harris, and State of Texas, as Principal, and The Ohio Casualty Insurance Company authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto **Harris County Municipal Utility District No. 109** (Owner) Harris County, Texas, in the amount equal to **one hundred percent (100%)** of the total contract price, in the penal sum of **Three Hundred Fifty Six Thousand Six Hundred Forty Dollars and zero cents (\$356,640.00)** for the payment whereof, the said Principal and Surety bind themselves, and their officers, directors, successors and assigns, jointly and severally, pursuant to the following:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 9 day of September, 20 24, for construction of:

**Water Well No. 1 Rehabilitation  
Harris County, Texas**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall repair any and all defects in said work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, occurring within a period of **one year** beginning on the date of termination of the Performance Bond as required under this Contract, in accordance with the provisions of the Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed thereunder, or the plans, specifications or drawings accompanying same.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on this date, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(seal)  
WITNESS: [Signature]

C & C Water Services LLC  
(PRINCIPAL)

BY: [Signature]  
Jim Caldwell, President

WITNESS: [Signature]

The Ohio Casualty Insurance Company  
(SURETY)

BY: [Signature]  
Jennifer Winters, Attorney-In-Fact

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Kevin Cousins, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Jim Caldwell, who signed the said bond on behalf of the Principal, was then PRESIDENT of said corporation, that I know his signature and his signature thereto is genuine and that said bond was duly designed, and attested for in behalf of said corporation by authority of its governing body.

(Corporate Seal)

[Signature]

Subscribed and sworn to before me, the undersigned authority, on this 28<sup>th</sup> day of AUGUST, 2024.



[Signature]  
Notary Public in and for HARRIS County



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8197876**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Harold D. Binggeli, Cara D. Hancock, Jennifer Winters

all of the city of Lubbock state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of November, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 1st day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9 day of September 2018



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Figure: 28 TAC § 1.601(a)(2)(B)

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### **Liberty Mutual Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call:** Liberty Mutual Surety Claims **at** 206-473-6210

Online: [www.LibertyMutualSuretyClaims.com](http://www.LibertyMutualSuretyClaims.com)

Email: [HOSCL@libertymutual.com](mailto:HOSCL@libertymutual.com)

Mail: P.O. Box 34526 Seattle, WA 98124

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **¿Tiene una queja o necesita ayuda?**

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### **Liberty Mutual Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

## ENGINEER'S CERTIFICATE OF COMPLETION

Harris County Municipal Utility District No. 109  
c/o Norton Rose Fullbright US LLP  
1301 McKinney, Suite 5100  
Houston, Texas 77010

Attention: Ms. Brenda Presser

Water Well No. 1 Rehabilitation

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Name and Address of Contractor: C&C Water Services; 24723 Stanolind Road; Tomball, TX 77375

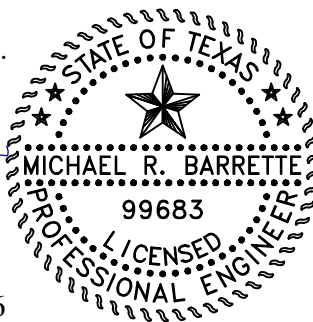
Name and Address of Consulting Engineer: BGE, Inc.; 10777 Westheimer, Suite 400; Houston, Texas 77042

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I certify this Project was completed on or about May 8, 2025; that the Project was under periodic observation; that all observation of the work was under the supervision of Mr. Michael R Barrette, Licensed Professional Engineer; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

  
Michael R Barrette, PE

BGE, Inc.  
TBPE Registration No. F-1046



5/9/2025

BGE, INC. F-1046



## ANNUAL PERMITTEE CERTIFICATION OF PROPER OPERATION

I, \_\_\_\_\_, acting as \_\_\_\_\_  
(Name) (Position)  
for \_\_\_\_\_, permittee, certify under penalty of  
(Permittee's Name)  
law that the Storm Water Quality Management Plan in effect for \_\_\_\_\_  
\_\_\_\_\_,  
(Development Named on Permit)  
under Storm Water Quality Permit No. \_\_\_\_\_, has been  
(SWQ Permit No.)  
complied with according to the provisions contained therein.

\_\_\_\_\_  
(Signature) (Date)  
\_\_\_\_\_  
(Printed Name) (Phone Number)

Permittee's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_  
Phone No. \_\_\_\_\_

**State of Texas §**  
**County of Harris §**

Before me, a notary public, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me (or proved to me on the oath of  
\_\_\_\_\_) to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that he/she executed the same for the  
purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SEAL**

\_\_\_\_\_  
Notary Public



April 17, 2025

Harris County MUD No. 109  
C/o Municipal Accounts & Consulting, LP  
1281 Brittmoore Rd.  
Houston, Texas 77043

Attention: Fandi Tjhiu

Re: **Pay Estimate No. 10**  
Harris County MUD 109  
Barents Drive Lift Station  
BGE Job No. 7528-10

Dear Mr. Tjhiu:

Enclosed herewith is **Pay Estimate No. 10** from Peltier Brothers Construction, LLC for work performed on the referenced project for the period indicated. I have reviewed the quantities completed and submitted for payment, and recommend that this estimate be processed for payment. The enclosed estimate is for your further handling and processing.

Should you have any questions regarding this pay estimate, please contact me at 281-558-8700.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary L. Goessler", is written over a light blue horizontal line.

Gary L. Goessler, PE  
Sr Project Manager, Construction Management

TBPE Registration No. F-1046

cc: Kyle Hope – Peltier Brothers Construction, LLC  
Will Peltier – Peltier Brothers Construction, LLC  
Dimitri Millas – Norton Rose Fulbright US LLP  
Brenda Presser – Norton Rose Fulbright US LLP  
Chris Meinhardt, PE – BGE  
Lizanne Douglas, PE – BGE  
Aaron Orozco, PE – BGE

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**Serving. Leading. Solving.™**

BGE, Inc. • 10777 Westheimer Road, Suite 400 • Houston, Texas 77042 • 281-558-8700 • [www.bgeinc.com](http://www.bgeinc.com)

**Barents Drive Lift Station**

Owner: Harris County MUD No. 109  
C/o Municipal Accounts & Consulting, LP  
1281 Brittmoore Rd.  
Houston, Texas 77043

Attention: Fandi Tjhiu

Contractor: Peltier Brothers Construction, LLC  
10727 Peltier Lane  
Houston, Texas 77064

Attention: Kyle Hope

Pay Estimate No.	10
Original Contract Amount:	\$ 701,970.00
Change Orders:	\$ 40,820.39
Current Contract Amount:	\$ 742,790.39
Completed to Date:	\$ 706,726.73
Retainage 10%	\$ 70,672.67
Balance:	\$ 636,054.06
Less Previous Payments:	\$ 634,098.95
Current Payment Due:	\$ 1,955.11

BGE Job No.	7528-10
Estimate Period:	03/26/24 - 04/30/25
Contract Date:	December 18, 2023
Notice to Proceed:	February 12, 2024
Contract Time:	300 Calendar Days
Time Charged:	443 Calendar Days
Requested Time Extensions:	2 Calendar Days
Approved Extensions:	0 Calendar Days
Time Remaining:	-143 Calendar Days

Recommended for Approval:



4/17/2025

Gary L. Goessler, PE  
Project Manager, Construction Management  
BGE  
TBPE Registration No. F-1046

Harris County MUD No. 109  
 Barents Drive Lift Station  
 BGE Job No. 7528-10  
 Pay Estimate No. 10

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b><u>UNIT A: BASE BID ITEMS</u></b>											
1.	Mobilization; Demobilization; and Insurance	1.00	LS	\$ 25,000.00	\$ 25,000.00	0.00	\$ -	0.75	\$ 18,750.00	0.75	\$ 18,750.00
2.	Construction of Lift Station, required in the drawings and specifications including but not limited to construction of reinforced concrete wet well, wet well lining coating, dewatering and ground water control, reinforced concrete valve slab, excavation and disposal of soil, hatches, E/One Grinder Pumps, piping, fittings, valves, thrust blocks, pipe supports and all appurtenances; in accordance with the plans and specifications. Complete in Place.										
	Receive Forms	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00
	Purchase and Receive Rebar	1.00	LS	\$ 8,500.00	\$ 8,500.00	0.00	\$ -	1.00	\$ 8,500.00	1.00	\$ 8,500.00
	Set Inside Forms Lift #1	1.00	LS	\$ 18,500.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00	1.00	\$ 18,500.00
	Form Cutting Edge	1.00	LS	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	1.00	\$ 7,000.00
	Reinforce Lift #1	1.00	LS	\$ 16,000.00	\$ 16,000.00	0.00	\$ -	1.00	\$ 16,000.00	1.00	\$ 16,000.00
	Install Influent Blockout	1.00	LS	\$ 6,500.00	\$ 6,500.00	0.00	\$ -	1.00	\$ 6,500.00	1.00	\$ 6,500.00
	Install Wall Ties Lift #1	1.00	LS	\$ 10,200.00	\$ 10,200.00	0.00	\$ -	1.00	\$ 10,200.00	1.00	\$ 10,200.00
	Set Outside Forms Lift #1	1.00	LS	\$ 18,500.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00	1.00	\$ 18,500.00
	Pour Lift #1	1.00	LS	\$ 36,200.00	\$ 36,200.00	0.00	\$ -	1.00	\$ 36,200.00	1.00	\$ 36,200.00
	Wreck Forms Lift #1	1.00	LS	\$ 13,000.00	\$ 13,000.00	0.00	\$ -	1.00	\$ 13,000.00	1.00	\$ 13,000.00
	Excavate Lift #1	1.00	LS	\$ 37,000.00	\$ 37,000.00	0.00	\$ -	1.00	\$ 37,000.00	1.00	\$ 37,000.00
	Set Inside Forms Lift #2	1.00	LS	\$ 18,500.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00	1.00	\$ 18,500.00
	Reinforce Lift #2	1.00	LS	\$ 16,000.00	\$ 16,000.00	0.00	\$ -	1.00	\$ 16,000.00	1.00	\$ 16,000.00

Harris County MUD No. 109

Barents Drive Lift Station

BGE Job No. 7528-10

Pay Estimate No. 10

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
	Install Wall Ties Lift #2	1.00	LS	\$ 10,200.00	\$ 10,200.00	0.00	\$ -	1.00	\$ 10,200.00	1.00	\$ 10,200.00
	Set Outside Forms Lift #2	1.00	LS	\$ 18,500.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00	1.00	\$ 18,500.00
	Pour Lift #2	1.00	LS	\$ 37,100.00	\$ 37,100.00	0.00	\$ -	1.00	\$ 37,100.00	1.00	\$ 37,100.00
	Wreck Forms Lift #2	1.00	LS	\$ 13,000.00	\$ 13,000.00	0.00	\$ -	1.00	\$ 13,000.00	1.00	\$ 13,000.00
	Excavate Lift #2	1.00	LS	\$ 37,000.00	\$ 37,000.00	0.00	\$ -	1.00	\$ 37,000.00	1.00	\$ 37,000.00
	Pour Seal Slab	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	1.00	\$ 4,000.00
	Reinforce and Pour Structural Bottom Slab	1.00	LS	\$ 19,000.00	\$ 19,000.00	0.00	\$ -	1.00	\$ 19,000.00	1.00	\$ 19,000.00
	Set Base Elbows	1.00	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00
	Install Riser Pipes Inside of Wet Well	1.00	LS	\$ 17,000.00	\$ 17,000.00	0.00	\$ -	1.00	\$ 17,000.00	1.00	\$ 17,000.00
	Form, Reinforce, Pour Valve Pad	1.00	LS	\$ 12,500.00	\$ 12,500.00	0.00	\$ -	1.00	\$ 12,500.00	1.00	\$ 12,500.00
	Install PVF on Valve Pad	1.00	LS	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	1.00	\$ 15,000.00
	Form and Reinforce Top Slab	1.00	LS	\$ 28,000.00	\$ 28,000.00	0.00	\$ -	1.00	\$ 28,000.00	1.00	\$ 28,000.00
	Set Hatch in Top Slab	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
	Pour Top Slab	1.00	LS	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	1.00	\$ 20,000.00	1.00	\$ 20,000.00
	Concrete Coatings Inside of Wet Well	1.00	LS	\$ 5,400.00	\$ 5,400.00	0.00	\$ -	1.00	\$ 5,400.00	1.00	\$ 5,400.00
	Pipe, Valves and Fittings Coatings	1.00	LS	\$ 4,800.00	\$ 4,800.00	0.00	\$ -	1.00	\$ 4,800.00	1.00	\$ 4,800.00
	Purchase and Install Pumps	1.00	LS	\$ 55,000.00	\$ 55,000.00	0.00	\$ -	1.00	\$ 55,000.00	1.00	\$ 55,000.00
	Influent Tie in to Wet Well	1.00	LS	\$ 1,700.00	\$ 1,700.00	0.00	\$ -	1.00	\$ 1,700.00	1.00	\$ 1,700.00
	Startup	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Pump O&M	1.00	LS	\$ 2,600.00	\$ 2,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109

Barents Drive Lift Station

BGE Job No. 7528-10

Pay Estimate No. 10

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
3.	Site work including but not limited to reinforced concrete paving, cement stabilized sand subgrade, sanitary sewer, manholes, force main, fence with gate, bollards, site grading and drainage, stormwater pollution control, dewatering and ground water control; all depths; in accordance with the plans and specifications. Complete in Place.										
	4' Diameter Manholes installation	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	1.00	\$ 4,000.00
	8" Gravity Sewer Installation	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00
	Excavate for Driveway	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00
	Stabilize Driveway	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00
	Reinforce Driveway	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00
	Pour Driveway	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00
	Install Fence and Gates	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00
	Install Bollards	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00
4.	4" Buried Force Main within easement, including bends, fittings, dewatering and ground water control, and connection to Existing Stub-Out; all depths; in accordance with the plans and specifications. Complete in Place.										
	4" Force Main Installation w/in Easement	1.00	LS	\$ 15,170.00	\$ 15,170.00	0.00	\$ -	1.00	\$ 15,170.00	1.00	\$ 15,170.00
	Force Main Tie-in	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00

Harris County MUD No. 109

Barents Drive Lift Station

BGE Job No. 7528-10

Pay Estimate No. 10

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
5.	Electrical System, including but not limited to installation of all electrical equipment associated with proposed lift station including controls, control panel w/ pad, yard light, transducer, conduits, ground well, duct banks, junction boxes, service pole, drop w/ meter disconnect, service disconnect, surge protector, manual transfer switch, and all appurtenances; in accordance with the plans and specifications. Complete in Place.										
	Electrical Rough In Top Slab	1.00	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00
	Electrical Rough In Control Panel Pad	1.00	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00
	Electrical Underground Duct Banks	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
	Install Electrical Service Rack	1.00	LS	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	1.00	\$ 15,000.00
	Control Panel Pad Form, Reinforce, Pour	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00
	Install Yard Light Foundation	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00
	Install Yard Light	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00
	Install Ground Wells and Grounding	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00
	Install Junction Boxes	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00
	Install Manual Transfer Switch	1.00	LS	\$ 6,800.00	\$ 6,800.00	0.00	\$ -	1.00	\$ 6,800.00	1.00	\$ 6,800.00
	Purchase and Install Control Panel	1.00	LS	\$ 17,200.00	\$ 17,200.00	0.00	\$ -	1.00	\$ 17,200.00	1.00	\$ 17,200.00
	Install and Terminate Wiring	1.00	LS	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00
	Control Panel O&M	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	Trench Safety System; in accordance with the plans and specifications. Complete in Place.	1.00	LS	\$ 100.00	\$ 100.00	0.00	\$ -	1.00	\$ 100.00	1.00	\$ 100.00
<b>UNIT A: BASE BID ITEMS - SUBTOTAL</b>					<b>\$ 665,970.00</b>		<b>\$ -</b>		<b>\$ 655,120.00</b>		<b>\$ 655,120.00</b>

Harris County MUD No. 109  
 Barents Drive Lift Station  
 BGE Job No. 7528-10  
 Pay Estimate No. 10

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b>UNIT B: SUPPLEMENTAL BID ITEMS</b>											
1.	"Extra" as directed, Excavation and Backfill for Structures, Complete In Place (\$15.00 per CY minimum).	50.00	CY	\$ 15.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
2.	"Extra" as directed, Excavation, Trenching, and Backfill for Utilities, Complete In Place (\$15.00 per CY minimum).	50.00	CY	\$ 15.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
3.	"Extra" as directed, Reinforcing Steel, Complete in Place. (\$1,500 per TON	1.00	TON	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	"Extra" as directed, Cast In Place Concrete, Complete in Place (\$500 per CY minimum).	10.00	CY	\$ 500.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.	"Extra" as directed, Ductile Iron Fittings, Complete In Place (\$2,000 per TON minimum).	2.00	TON	\$ 2,000.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	"Extra" as directed, 4-Inch C900-DR18 PVC Pipe (all depths), Complete In Place. (\$70.00 per LF minimum).	50.00	LF	\$ 70.00	\$ 3,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
7.	"Extra" as directed, Site Improvements, Complete In Place (\$8,000.00 minimum).	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	0.45	\$ 3,614.00	0.45	\$ 3,614.00
8.	"Extra" as directed, Electrical Improvements, Complete In Place (\$5,000.00 minimum).	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
9.	"Extra" as directed, Sanitary Improvements, Complete In Place (\$5,000.00 minimum).	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.43	\$ 2,172.34	0.00	\$ -	0.43	\$ 2,172.34
<b>UNIT B: SUPPLEMENTAL BID ITEMS - SUBTOTAL</b>					\$ 33,500.00		\$ 2,172.34		\$ 8,614.00		\$ 10,786.34

Harris County MUD No. 109  
 Barents Drive Lift Station  
 BGE Job No. 7528-10  
 Pay Estimate No. 10

Pay Estimate No. 10											
Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b><u>UNIT C: ALLOWANCES</u></b>											
1.	Arc Flash and Power Coordination Study	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>UNIT C: ALLOWANCES - SUBTOTAL</b>					\$ 2,500.00		\$ -		\$ -	\$ -	-
Total Contract Amount:					\$ 701,970.00						
Change Order No. 1											
<b><u>ADD:</u></b>											
	Installation of a 5" diameter manhole that will house a check valve for the new force main; includes the tie-in to the existing live force main, all appurtenances necessary, and coatings of the ductile iron piping and valve.	1.00	LS	\$ 40,820.39	\$ 40,820.39	0.00	\$ -	1.00	\$ 40,820.39	1.00	\$ 40,820.39
Change Order No. 1 - Total					\$ 40,820.39		\$ -		\$ 40,820.39	\$ 40,820.39	
Change Order No. 2											
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Change Order No. 3											
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Totals:					\$ 742,790.39		\$ 2,172.34		\$ 704,554.39	\$ 706,726.73	

## CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

STATE OF TEXAS                   §

COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared Kyle P. Hope the Project Manager of **Peltier Brothers Construction, LLC** ("CONTRACTOR"). CONTRACTOR has performed labor and furnished materials pursuant to that certain Contract entered into on the 18th day of December, 2023 by and between CONTRACTOR and **Harris County Municipal Utility District No. 109**, for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

**"Construction of Barents Drive Lift Station for Harris County MUD No. 109, Harris County, Texas."**

The undersigned, being by me duly sworn, states upon oath that the materials supplied in connection with CONTRACTOR's Application for Partial Payment No. 10, dated 04/10/2025 (the "Application Date"), represents the actual cost of sound materials that have been or will be fabricated into the Work in compliance with the agreed to plans and specifications (and all authorized changes thereto).

The undersigned further states that as of the Application Date, CONTRACTOR has paid all bills and claims for materials supplied in connection with the aforesaid Partial Payment, and that there are no outstanding unpaid bills or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials supplied in connection with the aforesaid Partial payment.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR is duly authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the provisions of this affidavit shall bind CONTRACTOR, its heirs, representatives, successors and assigns and shall inure to the benefit of OWNER, and its legal representatives, successors, assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained herein that a partial payment under said Contract is being made, and in consideration of the disbursement of said partial payment by OWNER.

CONTRACTOR HEREBY AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE.

Executed this 11th day of April, 2025.

PELTIER BROTHERS CONSTRUCTION, LLC

By:

Name  
Printed:

Title:

Kyle P. Hope

Project Manager

STATE OF TEXAS §

COUNTY OF HARRIS §

Subscribed and sworn to before me, the undersigned authority, on this the 11th day of April, 2025, to certify which, witness my hand and seal of office.



Jeannie A. Hoang  
Notary Public, State of Texas

Notary's Name Printed:

Jeannie A. Hoang

My commission expires: June 24, 2026



May 7, 2025

Harris County MUD No. 109  
C/o Municipal Accounts & Consulting, LP  
1281 Brittmoore Rd.  
Houston, Texas 77043

Attention: Fandi Tjhiu

Re: **Pay Estimate No. 1**  
Harris County MUD 109  
Water Plant No. 1 Ground Storage Tank Replacement  
BGE Job No. 13006-00

Dear Mr. Tjhiu:

Enclosed herewith is **Pay Estimate No. 1** from Schier Construction Company, Inc. for work performed on the referenced project for the period indicated. I have reviewed the quantities completed and submitted for payment, and recommend that this estimate be processed for payment. The enclosed estimate is for your further handling and processing.

Should you have any questions regarding this pay estimate, please contact me at 281-558-8700.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael R. Barrette", is written over the printed name.

Michael R. Barrette, PE  
Sr Project Manager, Construction Management

TBPE Registration No. F-1046

cc: Nick Figueroa – Schier Construction Company, Inc.  
Donnie Maas – Schier Construction Company, Inc.  
Dimitri Millas – Norton Rose Fulbright US LLP  
Brenda Presser – Norton Rose Fulbright US LLP  
Chris Meinhardt, PE – BGE  
Aaron Orozco, PE – BGE

**Water Plant No. 1 Ground Storage Tank  
Replacement**

Owner: Harris County MUD No. 109  
C/o Municipal Accounts & Consulting, LP  
1281 Brittmoore Rd.  
Houston, Texas 77043

Attention: Fandi Tjhiu

Contractor: Schier Construction Company, Inc.  
14250 Schroeder Rd.  
Houston, Texas 77070

Attention: Nick Figueroa

Pay Estimate No.	1
Original Contract Amount:	\$ 1,273,900.00
Change Orders:	\$ -
Current Contract Amount:	\$ 1,273,900.00
Completed to Date:	\$ 117,200.00
Retainage 10%	\$ 11,720.00
Balance:	\$ 105,480.00
Less Previous Payments:	\$ -
Current Payment Due:	\$ 105,480.00

BGE Job No.	13006-00
Estimate Period:	03/03/25 - 04/25/25
Contract Date:	February 18, 2025
Notice to Proceed:	March 3, 2025
Contract Time:	240 Calendar Days
Time Charged:	53 Calendar Days
Requested Time Extensions:	4 Calendar Days
Approved Extensions:	0 Calendar Days
Time Remaining:	187 Calendar Days

Recommended for Approval:



Michael R. Barrette, PE  
Sr Project Manager, Construction Management  
BGE  
TBPE Registration No. F-1046

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 1

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b><u>UNIT A: BASE BID ITEMS</u></b>											
1.	Mobilization	1.00	LS	\$ 18,000.00	\$ 18,000.00	1.00	\$ 18,000.00	0.00	\$ -	1.00	\$ 18,000.00
	Demobilization	1.00	LS	\$ 5,900.00	\$ 5,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
2.	Bonds	1.00	LS	\$ 20,500.00	\$ 20,500.00	1.00	\$ 20,500.00	0.00	\$ -	1.00	\$ 20,500.00
	Insurance	1.00	LS	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00
3.	Demolition and Disposal of existing 55' Ø X 24', Bolted steel Ground Storage Tank, foundation, attached/adjacent Piping, Valves, Splash Pads, Conduit, Silt, Debris, Unsuitable and Excess Soils, Accessories and Incidentals; including demolition and disposal of all yard piping, valves and fittings; Complete in Place. In accordance with contract plans and specifications.										
	Demo Foundation and Tank	1.00	LS	\$ 33,700.00	\$ 33,700.00	1.00	\$ 33,700.00	0.00	\$ -	1.00	\$ 33,700.00
	Disconnect Piping	1.00	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00
	Demo Piping and Valves	1.00	LS	\$ 14,000.00	\$ 14,000.00	1.00	\$ 14,000.00	0.00	\$ -	1.00	\$ 14,000.00
	Furnish and Install Pipe Plugs	1.00	LS	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00
4.	Installation and Erection of 48'Ø X 32' high, Welded Steel Ground Storage Tank, including foundation, required select fill soil manipulation, Self-supporting Umbrella Roof, Peripheral Shell Vents, attached/adjacent Piping, Valves, Fittings, Disinfection, Tank Coating System, appurtenances and incidentals; Complete in Place. In accordance with contract plans and specifications.										
	Site Prep	1.00	LS	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00
	Foundation	1.00	LS	\$ 41,600.00	\$ 41,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Tank Pad	1.00	LS	\$ 7,400.00	\$ 7,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Floor	1.00	LS	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 1

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
	Shell	1.00	LS	\$ 190,000.00	\$ 190,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Roof	1.00	LS	\$ 230,000.00	\$ 230,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Appurtenances	1.00	LS	\$ 90,000.00	\$ 90,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Paint/Coating	1.00	LS	\$ 164,000.00	\$ 164,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Splash Pads	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Sterilization	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.	Yard Piping, including 12-inch piping to feed Proposed Ground Storage Tank from the existing 12" water well piping, 16-inch suction from suction header, and 16-inch overflow from existing overflow splash pad; all temporary fittings as needed and all connections. Complete in Place. In accordance with contract plans and specifications.										
	Material	1.00	LS	\$ 72,700.00	\$ 72,700.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Installation	1.00	LS	\$ 12,800.00	\$ 12,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	Horizontal Cathodic Protection for Welded Ground Storage Tank, including all necessary appurtenances; Complete in Place. In accordance with contract plans and specifications.										
	Design, Furnish, and Install	1.00	LS	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Commission and Test	1.00	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
7.	Site Work, including Proposed Sidewalk, Bollards, Site Preparation, Grading, Swale Re-Grading, Hydromulch Seeding and Site Restoration. Removal and replacement of 7-inch concrete pavement, 6-inch subgrade and 8-inch PVC culvert piping; Complete in Place. In accordance with contract plans and specifications.										
	Site Prep	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 1

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
	RCP	1.00	LS	\$ 2,400.00	\$ 2,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Demo Paving	1.00	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Paving	1.00	LS	\$ 33,100.00	\$ 33,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Sidewalk	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Final Grading	1.00	LS	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Hydromulch	1.00	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Bollards	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
8.	Electrical conduit, controls, wiring, duct banks, pull box, SPD for existing well and service entrance, proposed GST appurtenances, ground wells, pavement replacement for conduit runs, and all electrical incidentals; Complete in Place.										
	Mobilization	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Underground Conduit	1.00	LS	\$ 19,000.00	\$ 19,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Above Ground Conduit	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Grounding	1.00	LS	\$ 15,600.00	\$ 15,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	SDP	1.00	LS	\$ 13,000.00	\$ 13,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Wire	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.	Trench Safety System, Complete in Place	1.00	LS	\$ 100.00	\$ 100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
10.	Storm Water Pollution Prevention Plan; Complete in Place.	1.00	LS	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>UNIT A: BASE BID ITEMS - SUBTOTAL</b>					\$ 1,199,600.00		\$ 117,200.00		\$ -		\$ 117,200.00
<b><u>UNIT B: SUPPLEMENTAL BID ITEMS</u></b>											
1.	As directed, Excavation and Disposal of Existing Soil per Geotech Recommendation during Construction, Complete In Place (\$15.00 per CY minimum)	170.00	CY	\$ 15.00	\$ 2,550.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 1

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
2.	As directed, Select Fill placement per Geotech Recommendation during Construction, Complete In Place (\$40.00 per CY minimum)	170.00	CY	\$ 40.00	\$ 6,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
3.	"Extra" as directed, Excavation and Backfill for Structures, Complete In Place (\$25.00 per CY minimum)	30.00	CY	\$ 25.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	"Extra" as directed, Excavation, Trenching, and Backfill for Utilities, Complete In Place (\$15.00 per CY minimum)	30.00	CY	\$ 15.00	\$ 450.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.	"Extra" as directed, Reinforcing Steel, Complete in Place (\$1,500 per TON minimum)	2.00	TON	\$ 1,500.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	"Extra" as directed, Cast In Place Concrete, Complete in Place (\$800 per CY minimum)	10.00	CY	\$ 800.00	\$ 8,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
7.	"Extra" as directed, Cement Stabilized Sand, Complete In Place (\$35.00 per CY minimum)	50.00	CY	\$ 35.00	\$ 1,750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
8.	"Extra" as directed, Ductile Iron Fittings, Complete In Place (\$1,500 per TON minimum)	2.00	TON	\$ 1,500.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.	"Extra" as directed, Remove, disposal and furnish and install new 12-inch above grade gate valve, Complete In Place (\$8,000.00 per EA minimum)	1.00	EA	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
10.	"Extra" as directed, Remove, disposal and furnish and install new 20-inch above grade butterfly valve, Complete In Place (\$14,000.00 per EA minimum)	1.00	EA	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
11.	"Extra" as directed, 12-Inch Ductile Iron Pipe (all depths), Complete In Place (\$150.00 per LF minimum)	50.00	LF	\$ 150.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 1

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
12.	"Extra" as directed, 12-Inch C905-DR18 PVC Pipe (all depths), Complete In Place (\$110.00 per LF minimum)	50.00	LF	\$ 110.00	\$ 5,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
13.	"Extra" as directed, Electrical Improvements, Complete In Place (\$8,000.00 minimum)	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
14.	"Extra" as directed, Water Plant Improvements, Complete In Place (\$5,000.00 minimum)	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>UNIT B: SUPPLEMENTAL BID ITEMS - SUBTOTAL</b>					\$ 74,300.00		\$ -		\$ -		\$ -
Total Contract Amount:					\$ 1,273,900.00						
Change Order No. 1							\$ -		\$ -		\$ -
Totals:					\$ 1,273,900.00		\$ 117,200.00		\$ -		\$ 117,200.00

## CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

STATE OF TEXAS           §

COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
James E. Schler \_\_\_\_\_ the President  
of Schler Construction Company, Inc. ("CONTRACTOR"). CONTRACTOR has performed  
labor and furnished materials pursuant to that certain Contract entered into on the 18th  
day of February, 20 25 by and between CONTRACTOR and Harris  
County Municipal Utility District No. 109, for the erection, construction, and completion of  
certain improvements and/or additions upon the following described premises, to wit:

**"Construction of Water Plant No. 1 Ground Storage Tank Replacement for Harris County  
MUD No. 109, Harris County, Texas."**

The undersigned, being by me duly sworn, states upon oath that the materials supplied in  
connection with CONTRACTOR's Application for Partial Payment No. 1, dated  
04/25/2025 (the "Application Date"), represents the actual cost of sound materials that have  
been or will be fabricated into the Work in compliance with the agreed to plans and specifications  
(and all authorized changes thereto).

The undersigned further states that as of the Application Date, CONTRACTOR has paid all bills  
and claims for materials supplied in connection with the aforesaid Partial Payment, and that there  
are no outstanding unpaid bills or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all  
claims of every kind against OWNER or the property where the labor and/or materials were  
installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have  
as a result of, or in connection with, the labor and/or materials supplied in connection with the  
aforesaid Partial payment.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR  
is duly authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the  
provisions of this affidavit shall bind CONTRACTOR, its heirs, representatives, successors and  
assigns and shall inure to the benefit of OWNER, and its legal representatives, successors,  
assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness  
of the statements contained herein that a partial payment under said Contract is being made, and  
in consideration of the disbursement of said partial payment by OWNER.

CONTRACTOR HEREBY AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE.

Executed this 25th day of April, 2025.

SCHIER CONSTRUCTION COMPANY, INC

By:

James E. Schier

Name

James E. Schier

Printed:

President

Title:

STATE OF TEXAS §

COUNTY OF Harris §

Subscribed and sworn to before me, the undersigned authority, on this the 25th day of April, 2025, to certify which, witness my hand and seal of office.

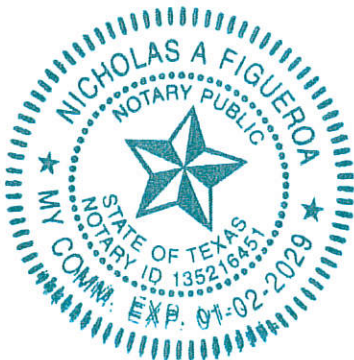
Nicholas A. Figueroa

Notary Public, State of Texas

Notary's Name Printed:

Nicholas A. Figueroa

My commission expires: 01/02/2029



May 20, 2025

Dr. Milton Rahman, P.E.  
County Engineer  
c/o Harris County Engineering Department  
1111 Fannin, 11<sup>th</sup> Floor  
Houston, Texas 77002

Dear Dr. Rahman:

This letter is to notify Harris County that **Harris County Municipal Utility District No. 109** agrees to provide the necessary maintenance for the facilities checked below for Rivergrove Section Three, Rivergrove Section Four, and Kings Lake Estates Section Eight:

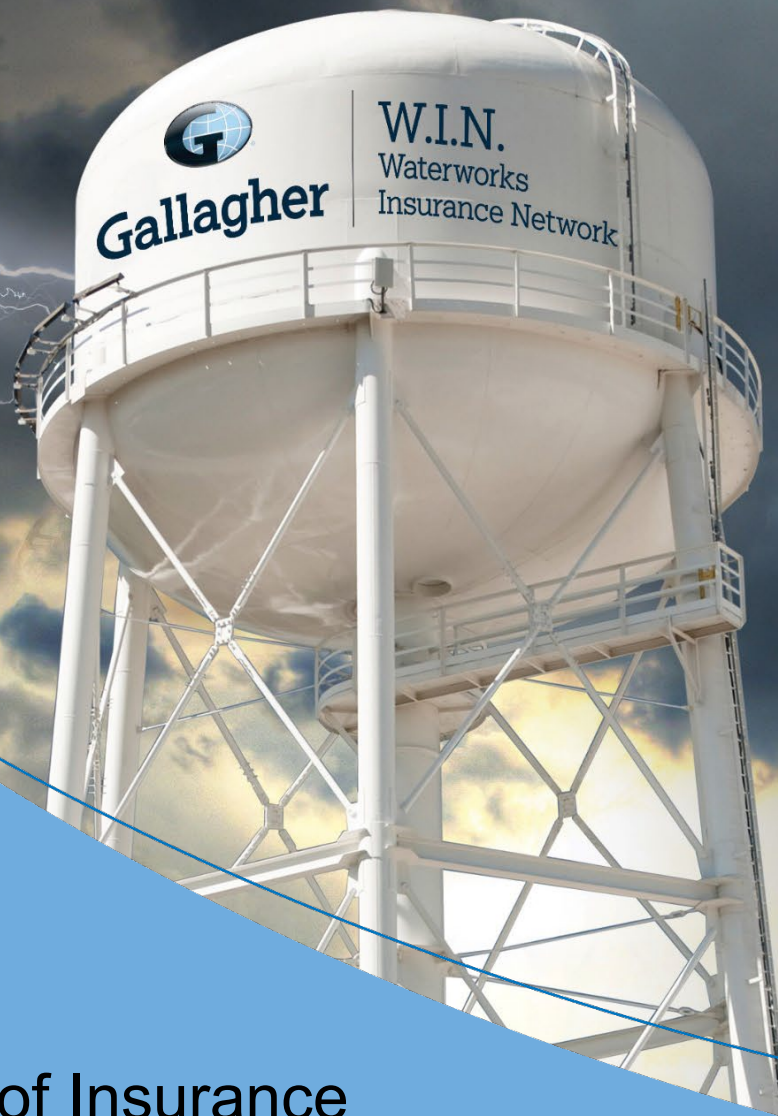
- ☐ Detention Basin
- ☐ Amenity Lake
- ☐ Storm Sewer / Drainage System
- ☒ Storm Water Quality features and/or management plan
- ☐ Water/Sanitary Sewer utilities within Harris County Public R.O.W.

Sincerely,

Board President  
Owen Parker

STATE OF TEXAS § COUNTY OF HARRIS § This instrument was acknowledged  
before me on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public, State of Texas  
(Print Name)



# Proposal of Insurance

## HARRIS COUNTY MUD 109

C/O NORTON ROSE FULBRIGHT US LLP  
1301 MCKINNEY, SUITE 5100  
HOUSTON, TX 77010

**PRESENTED: MAY 20, 2025**  
**EFFECTIVE: 05/22/2025 TO 05/22/2026**

THE FOLLOWING PROPOSAL IS PRESENTED BY:

Kim Courte, CPCU  
Area Vice President | W.I.N. Program Director  
Arthur J. Gallagher Risk Management Services, Inc.  
1900 West Loop South, Suite 1600  
Houston, TX 77027  
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713.935.8805 | Cell: 281.772.1611  
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Exhibit G



Insurance | Risk Management | Consulting  
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# Named Insured Schedule and Your W.I.N. Team

## Named Insured Schedule:

HARRIS COUNTY MUD 109

## Your W.I.N. Team:

Providing excellent service is the primary objective of Gallagher. Please call any member of the service team for assistance.

Michelle Herrera  
Client Service Manager  
michelle\_herrera@ajg.com  
713.275.1506

Jessica Salias  
Client Services Manager  
jessica\_salias@ajg.com  
713.358.5928

Lauren Peyton  
Client Service Manager  
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Kim Courte, CPCU  
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Julie Collette  
Client Service Manager  
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Christi Herrera  
Client Service Associate  
Christi\_herrera@ajg.com  
713.358.5281

Sharon Manwaring  
Area Client Service Director  
sharon\_manwaring@ajg.com  
281.655.6796

## W.I.N. Customer Advantages & Savings

**Your district saves W.I.N. because of the maximization of the economies of scale provided by our 500+ Water and Wastewater customers here in Texas and over 15,000 public entities nationwide.**

In addition to the premium savings and more importantly, **W.I.N.** provides broader coverages as noted below, higher limits for Pollution, Law and Extra Expense and much lower deductible for Wind.

### Property Includes:

- **Our program saves you \$500,000-600,000 on a wind/hail loss claim verses M&W.** Your facilities values are \$63,999,000 million and M&W states that the deductible is 1% of the limit with minimum 10k and that equals \$639,900. Whether the 1% is applied by location or total value, their deductible always generates much higher cost for the district. Our program has a 2% per damaged structure/contents. For Example, if the generator at the WWTP is damaged by a storm, **their deductible would be \$510,000** (1% X plant value of 51mil), **ours would be 10,000** (2% of the damaged item value of \$500k).
- **Earth Movement Coverage ours specifically includes sinking, rising and shifting.** Their limited coverage does **Not** include shifting, sinking or rising, nor do they cover underground well casings. We have paid several EM claims because of shifting, sinking and rising which were 6 figure claims, mostly well casings.
- **True Blanket coverage for total values.** Theirs is not, it is building and contents blanket for the specific location, not all locations together. We've had several claims where the limit at the specific location was not enough and our policy paid the entire claim, because our total policy limit floats to the claim.
- **Full limits covering underground pipes at scheduled locations.** M&W has a \$25,000 limit this coverage. We have paid many large property claims for pipe damage.
- **Extra Expense Limit of \$250,000** as we have paid several claims exceeding the \$150k that they typically offer.
- **Our Flood limits of \$3mil are much higher than what they typically offer.**

### Pollution:

- **\$1,000,000 owned/on-site and off-site premises Pollution Cleanup & Remediation.** Coverage applies whether it's volunteer or TCEQ mandated.
- **M&W has a \$50k limit that only responds to covered property perils.** We have paid many claims not caused by property perils such as sewage overflow from one district to another.
- **Because we include "on-site" our program has paid unusual claims** such as oil dumping by others onto district premises which is not covered by our competitors.

### Excess Liability:

- **No Retention**
- **Pollution liability is automatically included**, bringing the limit up to **5mil** at no additional cost
- **Law enforcement liability is automatically included**, bringing the limit up to **5mil** at no additional cost

### Directors & Officers:

- **Choice of Counsel** included as many customers prefer to select their own counsel for these types of claims/suits.
- **No Retention** unless District agrees to pay it on behalf of the director
- **Additional \$500,000 Limit for Directors on top of limits purchased**

**W.I.N. delivers** the balanced value, protection and service you deserve. Please let us know if you have any questions or if we can be of assistance. We look forward to you choosing to **WIN with Gallagher.**

# Premium & Insurance Summary

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Gallagher is responsible for the placement of the following lines of coverage:

Line of Business	Renewal Premium	Expiring Premium
Property, Flood and Extra Expense for District without WWTP which is 20% of schedule (13,990,000/50,000,000) 20% of \$108,874	\$ 18,824	\$ 19,873
Equipment Breakdown (B&M) (cost without WWTP) 20% of \$30,643	\$ 6,129	\$ 6,557
General Liability, Pollution, Pollution Cleanup & Remediation, Law Enforcement Liability and Hired- Non-Owned Auto	\$ 5,560	\$ 7,315
Excess Liability - \$4m bringing the total liability coverage to 5mil including auto and pollution and law enforcement liability	\$ 2,123	\$ 2,020
Directors & Officers Liability	\$ 4,500	\$ 4,500
Crime Employee and Consultant	\$ 341	\$ 341
Directors Position Bond	\$ 150	\$ 150
Tax Assessor/Collector Bond (T. Spencer) - Gallagher will bill TAC directly Premium \$100	\$ 0	\$ 0
Peace Officer Bond	\$ 100	\$ 100
Business Travel Accident	\$ 300	\$ 300
Agent Fee	\$ 712	\$ 712
<b>Sub- Total</b>	<b>\$ 38,739</b>	<b>\$ 41,868</b>
Workers' Compensation (To be Paid Directly to <b>Texas Mutual</b> by <b>District Bookkeeper</b> )	\$ 400	\$ 400
<b>Total</b>	<b>\$ 39,139</b>	<b>\$ 42,268</b>

Line of Business- WWTP Physical Damage Coverage Only	Renewal Premium	Expiring Premium
WWTP physical damage coverage which includes Property, Flood and Extra Expense which 80% of schedule values (50,000,000/63,990,000) 80% of \$108,874	\$ 75,251	\$ 79,490
Equipment Breakdown (B&M) (cost for WWTP) 80% of \$30,643	\$ 24,514	\$ 26,231
Agent Fee	\$ 2,321	\$ 2,321
<b>Sub-Total This is the total sharing amount for all participating districts</b>	<b>\$ 102,086</b>	<b>\$ 108,042</b>
<b>Grand Total (District plus WWTP)</b>	<b>\$ 141,225</b>	<b>\$ 150,310</b>

**Please see W.I.N. Customer Advantages on page 4**

Thank you for your business and we look forward to continuing to provide you with the best insurance program in Texas.

**\*\*Please sign on Proposal Acceptance Page and Provide Documents Required to Bind Coverage**

## Claim Summary

DOL	Claim No.	Loss	Amount Paid	Status
03/08/10	TXSP210040189	Voltage Surge caused damage to equipment	37,062.00	Closed
09/08/11	TNT-0093717	Large Bar Screen	42,430.00	Closed
10/19/11	TNT-0094516	Gail Appling. Charged water line caused electric shock	2,676.97	Closed
01/26/12	TNT-0098718	Patricia Menard stepped on meter box & injured ankle	2,073.77	Closed
11/04/13	2172-2172-4066	Lift Pump #3 at WWTP onsite LS	13,678.73	Closed
05/13/14	2172-4030-BM-01	WP#2- main breaker tripped	7,500.00	Closed
05/14/14	2172-4080-BM-01	Grinder of LS failed	30,895.00	Closed
09/13/14	2172-4275-GD-01	Sewer Backup- Kiersten Woodward	924.76	Closed
04/23/15	2172-4621-BM-01	Aeration Blower #4	0	Closed
08/17/15	2172-4794-BM-01	Belt Press at WWTP	26,672.60	Closed
08/31/16	2172-5235-GD-01	Sewer Backup-Irma Alfaro	894.88	Closed
01/19/17	2172-005446-BM-01	WWTP-Lift Station	6,430.00	Closed
08/25/17	12 005446-BM-01	Hurricane Harvey	13,750.00	Closed
12/22/17	13 005957-BM-01	WP Motor Burnt	3,180.00	Closed
12/28/20		Lift Pump Shorted	13,340.00	Closed
02/27/21	009222-000147-GD-01	Jarrell Peak Water Line Leaking	425.00	Closed
<b>Total</b>			<b>\$ 201,933.71</b>	
<b>WWTP Only</b>			<b>\$ 124,181,.21</b>	

Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

**Higher limits are available upon request for each coverage**

# Property Schedule

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

No.	Property Description for Facilities AND Detention Ponds Address with City, Zip Code & County **All locations located in Humble, TX 77346**	Longitude /Latitude In Decimal Format	Replacement Cost Value Building & Contents Detention Ponds list insurable values such as grates, pumps fence	Year Built
1-1	Fence/WWTP – <b>5003 Atascocita Road</b>	29.9889 95.1959	50,000,000	1980
1-2	Fence/Permanent Generator No. 1 – <b>5003 Atascocita Road</b>	29.9904 95.1956	500,000	1980
1-3	Fence/Permanent Generator No. 2 – <b>5003 Atascocita Road</b>	29.9889 95.1956	500,000	1980
2-1	Fence/Water Plant #2 – <b>20322 Burle Oak Drive</b> (Excluding well)	30.0163 95.1922	2,700,000	2022
2-2	Fence/Water Well #2 – <b>20322 Burle Oak Drive</b>	30.0166 95.1918	1,900,000	1994
2-3	Fence/ Permanent Generator – <b>20322 Burle Oak Drive</b>	30.0164 95.1920	450,000	2022
3-1	Fence/Water Plant #1 – <b>5722 Forest Timbers Drive</b>	30.0029 95.1867	950,000	1980
3-2	Fence/Water Well #1 - <b>5722 Forest Timbers Drive</b>	30.0026 95.1868	1,900,000	1980
3-3	Fence/1M Gal Water Tower – <b>5722 Forest Timbers Drive</b>	30.0024 95.1869	1,200,000	2002
3-4	Fence/15 k Hydro Tank – <b>5722 Forest Timbers Drive</b>	30.0029 95.1868	150,000	2019
3-5	Fence/Permanent Generator – <b>5722 Forest Timbers Drive</b>	30.0027 95.1866	500,000	2009
4-1	Fence/Lift Station – <b>19419 Timber Forest Drive</b>	30.0031 95.1939	1,000,000	1997
4-2	Fence/Permanent Generator – <b>19419 Timber Forest Drive</b>	30.0031 95.1938	300,000	1997
5-1	Fence/Lift Station – <b>4630 Spring Lea Drive</b>	29.9956 95.2036	400,000	1984
5-2	Fence/Permanent Generator – <b>4630 Spring Lea Drive</b>	29.9956 95.2037	100,000	1984
6-1	Fence/Lift Station – <b>20334 Timber Forest Drive</b>	30.0140 95.1876	300,000	1999
6-2	Fence/Permanent Generator – <b>20334 Timber Forest Drive</b>	30.0140 95.1876	60,000	1999
7-1	Fence/Lift Station – <b>10.5 Turtle Cove Court</b>	30.0198 95.1800	300,000	1999
7-2	Fence/Permanent Generator – <b>10.5 Turtle Cove Court</b>	30.0198 95.1799	60,000	1999
8-1	Fence/Lift Station – <b>18657 1/2 Artesian Way</b>	29.9917 95.2063	300,000	2003
8-2	Fence/Permanent Generator – <b>18657 1/2 Artesian Way</b>	29.9917 95.2064	60,000	2003
9-1	Fence/Lift Station – <b>5301 ½ Quail Tree Lane</b>	30.0124 95.1967	300,000	2017
9-2	Fence/Permanent Generator – <b>5301 ½ Quail Tree Lane</b>	30.0125 95.1966	60,000	2017
	<b>TOTAL</b>		<b>63,990,000</b>	

The proposal is based on the above information received from the engineer.

# Package Policy - Equipment Breakdown aka Boiler & Machinery

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	
Equipment Breakdown Aka Boiler & Machinery  Subject to policy terms, conditions, limitations and exclusions.	<ul style="list-style-type: none"><li>• Sudden and Accidental Breakdown of Equipment</li><li>• Mechanical Failure</li><li>• Electrical Surges</li><li>• Terrorism Risk Insurance Act</li><li>• Replacement Cost Valuation Repair or Replace Whichever is Less</li><li>• Blanket Basis Coverage</li><li>• Coinsurance Waived</li></ul>
Exclusions included but not limited to:	<ul style="list-style-type: none"><li>• War</li><li>• Nuclear Hazard</li><li>• Wear &amp; Tear</li><li>• Lightning</li><li>• Cyber Incident</li></ul>

Limits	
Equipment Breakdown/Property Damage	Per Property Schedule
Extra Expense Combined with Business Income and includes Utility Interruption	\$500,000

Deductibles	
Equipment Breakdown	\$ 10,000
Utility Interruption	24 Hours
Deep well pump units 50 + feet below ground level	\$ 25,000
Extra Expense	No Separate Deductible

Annual Premium
Included Premium Summary

Carrier
Liberty Mutual Fire Insurance Company, A.M. Best Rating: A XV Admitted

# Package Policy - Property

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	
Real & Personal Property	<ul style="list-style-type: none"> <li>• Cause of Loss: Special</li> <li>• Terrorism Risk Insurance Act</li> <li>• Replacement Cost Valuation</li> <li>• Repair or Replace Whichever is Less</li> <li>• Coinsurance Waived</li> </ul>
Subject to policy terms, conditions, limitations and exclusions.	
Exclusions included but not limited to:	<ul style="list-style-type: none"> <li>• War</li> <li>• Nuclear Hazard</li> <li>• Governmental Action (seizure or destruction) unless to prevent spread of Fire</li> <li>• Pond Liners</li> <li>• Cyber Incident</li> </ul>

Limits	
Blanket Building or Structure & Business Personal Property	Per Property Schedule
Blanket Flood	\$ 2,500,000
Blanket Earthquake and Earth Movement	\$ 2,500,000
Blanket Business Income & Extra Expense	\$ 2,000,000

Deductibles	
Real & Business Personal Property	\$ 10,000
Wind/Hail	2% Per Damaged Structure/Contents
Flood	\$ 100,000
Earthquake and Earth Movement	\$ 25,000
Business Income & Extra Expense	No Separate Deductible

Annual Premium	
Included Premium Summary	

Carrier	
Pennsylvania Manufacturers' Association Ins. Co.	A.M. Best Rating: A+XV      Admitted

# Package Policy - General Liability

HARRIS COUNTY MUD 109

Effective: 05/22/2025 TO 05/22/2026

Description	
General Liability	<ul style="list-style-type: none"> <li>• Occurrence Policy Form</li> <li>• Bodily Injury and Property Damage</li> <li>• Liability arising from any owned property such as facilities, buildings, parks, detention ponds and lakes</li> <li>• Failure to Supply (no limitation requiring property damage)</li> <li>• Sewer Back Up</li> <li>• Products Contamination</li> <li>• Terrorism Risk Insurance Act</li> <li>• Punitive Damages</li> <li>• Duty to Defend</li> <li>• Host Liquor Liability</li> <li>• Defense Cost outside the Limit</li> <li>• Not Auditable</li> </ul>
Subject to policy terms, conditions, limitations and exclusions.	
Exclusions included but not limited to:	<ul style="list-style-type: none"> <li>• Access or Disclosure of Confidential or Personal Information, Data-related Liability &amp; Internet</li> <li>• Workers' Compensation</li> <li>• War</li> <li>• Employment Related Practices</li> <li>• Distribution of Material Violation of Statutes</li> <li>• Perfluoroalkyl and Polyfluoroalkyl Substances</li> <li>• (PFSA) exclusion</li> </ul>
Must Schedule: Dams, Reservoirs & Levees for Liability coverage to apply	

Limits	
\$1,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Damage to Rented Premises (each occurrence)
\$ 10,000	Medical Payments
Included	Law Enforcement Activity Liability

Deductibles	
Per Occurrence	None

Annual Premium	
Included Premium Summary	

Carrier	
CUMIS Insurance Society, Inc.,	A.M. Best Rating: A XII      Admitted

# Package Policy - Pollution Liability

HARRIS COUNTY MUD 109

Effective: 05/22/2025 TO 05/22/2026

Description	
Package Pollution Liability Accidental and Unintended Pollution Incident (Gradual and Sudden)	<ul style="list-style-type: none"><li>• Occurrence Policy Form</li><li>• Bodily Injury, Property Damage, Clean Up Cost</li><li>• Escape or back-up of sewage or wastewater if property damage occurs away from land you own or lease</li><li>• Escape of fuels or lubricants from mobile equipment</li><li>• Application of pesticides or herbicides</li><li>• Potable water which you supply to others</li><li>• Chemicals you use in your water or wastewater treatment</li><li>• Natural gas or propane gas used in your treatment process</li><li>• Heat, smoke or fumes from a hostile fire</li><li>• Duty to Defend</li><li>• Defense Cost Outside the Limit</li><li>• Punitive Damages</li><li>• Terrorism Risk Insurance Act</li></ul>
Subject to policy terms, conditions, limitations and exclusions.	
Exclusions included but not limited to:	<ul style="list-style-type: none"><li>• Fraud</li><li>• Workers' Compensation</li><li>• War</li><li>• Employment Related Practices</li><li>• Petroleum Underground Storage Tanks</li></ul>

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier
CUMIS Insurance Society, Inc.,      A.M. Best Rating: A XII      Admitted

# Package Policy - Pollution Clean Up and Remediation

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	
Pollution Clean Up & Remediation	<ul style="list-style-type: none"> <li>• Claims Made Policy Form</li> <li>• Includes both Gradual and Sudden and Accident Occurrences</li> <li>• Onsite Events (first party coverage)</li> <li>• Offsite Events (third party coverage)</li> <li>• Insured's Facilities Line Locations are Covered</li> <li>• TCEQ Mandate To Take Corrective Action</li> <li>• Voluntary Decision to Cleanup and Remediate</li> <li>• Duty to Defend</li> <li>• Defense inside the limit</li> <li>• Punitive Damages</li> <li>• Terrorism Risk Insurance Act</li> </ul>
Subject to policy terms, conditions, limitations and exclusions.	
Exclusions included but not limited to:	<ul style="list-style-type: none"> <li>• Fraud</li> <li>• Workers' Compensation</li> <li>• War</li> <li>• Intended Damages</li> <li>• Underground Storage Tank</li> </ul>
Retroactive Date	05/22/2019
Claim Definition	
<p>"Claim" means an oral or written demand received by the insured seeking to hold the insured responsible for "bodily injury", "property damage", or "cleanup costs" covered by this policy, including service of a "suit". Costs incurred by the insured because of the same, related or continuous "pollution event" pursuant to the "ASTM" Guide for Risk Based Corrective Action, if applicable, during the "policy period" and reported to us in writing during the "Policy Term: " will be deemed to be a "claim" made during the "Policy Term: "</p>	
Reporting Provision	
<p>Duties in the Event of A "Claim", "Suit" or Voluntary "Cleanup Costs"</p> <p>a. The insured shall give our representative prompt written notice, by mail or facsimile, of any "claim", "suit" or incurred of "cleanup costs". Notice must be sent to:</p> <p>CUNA Mutual Group Attn: Claims Department PO Box 1084 Madison, Wisconsin 53701</p>	
Limits	
\$1,000,000	Each Occurrence and Aggregate
Deductibles	
Per Claim	\$5,000
Annual Premium	
Included Premium Summary	
Carrier	
CUMIS Insurance Society, Inc.,	A.M. Best Rating: A XII      Admitted

# Excess Liability Policy

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	Limit
Excess Limits Over Underlying Policies	\$4,000,000 Per Occurrence \$4,000,000 Aggregate
Excess Coverage  Subject to policy terms, conditions, limitations and exclusions.	<ul style="list-style-type: none"> <li>• Occurrence Policy Form</li> <li>• Terrorism Risk Insurance Act</li> <li>• Punitive Damages</li> <li>• Duty to Defend</li> <li>• Host Liquor Liability</li> <li>• Defense Cost outside the Limit</li> </ul>
Exclusions included but not limited to:	<ul style="list-style-type: none"> <li>• Exclusions in Underlying Policies</li> <li>• Access or Disclosure of Confidential or Personal Information</li> <li>• Directors &amp; Officers Liability</li> <li>• War</li> </ul>

Schedule of Underlying Limits	Schedule of Underlying Coverages General Liability, Pollution, Auto & WC if purchased
\$1,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Auto Liability
\$1,000,000	Employers Liability Section of Worker's Compensation

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier
CUMIS Insurance Society, Inc.,      A.M. Best Rating: A XII      Admitted

# Directors & Officers Liability Policy

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	
<p>Directors &amp; Officers Liability</p> <p>Subject to policy terms, conditions, limitations and exclusions.</p>	<ul style="list-style-type: none"> <li>• Claims Made Policy Form</li> <li>• Wrongful Act, Error or Omission</li> <li>• Defense for alleged breach of contract</li> <li>• Coverage also applies for lawful spouse or “Domestic Partner” of an insured person</li> <li>• Punitive Damages</li> <li>• Duty to Defend</li> <li>• Pay on Behalf Contract</li> <li>• Claim Trigger- May report known circumstances that may give rise to a claim</li> <li>• Claim includes formal administrative or regulatory proceedings</li> <li>• 100% Defense paid for claims that include covered and non-covered claims.</li> <li>• Terrorism Risk Insurance Act</li> <li>• If Cost of Defense are incurred by the Insured with the Insurer’s consent, the separate limit of defense does not apply.</li> </ul>
Exclusions included but not limited to:	<ul style="list-style-type: none"> <li>• Bodily Injury</li> <li>• Property Damage</li> <li>• Pollution</li> <li>• Privacy and Data Breach</li> </ul>
Retroactive Date:	None
Pending/Prior Litigation Date and Continuity Date:	05/22/2019 Directors & Officers

Limits	
<p>\$5,000,000 D&amp;O Limit</p> <p>In <b>Excess</b> of the Above Limits</p> <ul style="list-style-type: none"> <li>• \$ 500,000 Dedicated for Directors &amp; Officers</li> <li>• \$1,000,000 Separate Limit of Defense</li> </ul>	Per Claim and Aggregate Enhancement(s)

Retention
<p>Insuring Agreement A Retention \$0</p> <p>Insuring Agreement B &amp; C Retention \$1,000</p>

## Claim Definition

**Claim**” shall mean:

- (1) a written demand for monetary or non-monetary (including injunctive) relief made against any **Insured**;
- (2) a civil proceeding, including any appeals therefrom made against any **Insured** seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;
- (3) a criminal proceeding, including any appeals therefrom made against any **Insured** commenced by the return of an indictment or the filing of notice of charge or similar document,
- (4) a formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any **Insured** commenced by the receipt of charges, formal investigative order, service of summons or similar document;
- (5) any arbitration, mediation or similar alternative dispute resolution proceeding if any **Insured** is obligated to participate in such proceeding; or
- (6) a written agreement to toll any applicable statute of limitation prior to the commencement of any judicial, administrative, regulatory or arbitration proceeding.

In no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

## Reporting Provision

### SECTION VII. Notice of Claim

- A. The **Insureds** shall, as a condition precedent of their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made during the **Policy Period**. Such notice shall be given as soon as practicable after the date the President, Executive Director, Chief Financial Officer, General Counsel, or person with equivalent responsibility has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Year**.
- B. If during the **Policy Period** or **Discovery Period**, any **Insured** first becomes aware of a specific **Wrongful Act** and gives notice to the **Insurer** of: (1) the specific **Wrongful Act**; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the **Insured** first became aware thereof; then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured**.
- C. In addition to furnishing the notice as provided in Section VIII A or B, the **Insured** shall, as soon as practicable, provide the **Insurer** with copies of reports, investigations, pleadings and other documents in connection therewith, and shall provide all information, assistance and cooperation which the **Insurer** reasonably requests and do nothing to prejudice the **Insurer's** position or its potential or actual rights of recovery.

Notice to the **Insurer** as provided in Section VII A or B shall be emailed to [ELDClaims@gaic.com](mailto:ELDClaims@gaic.com) or mailed to **GREAT AMERICAN INSURANCE GROUP, EXECUTIVE LIABILITY DIVISION, CLAIMS DEPARTMENT, P.O. BOX 66943, CHICAGO, IL 60666**.

## Annual Premium

Included Premium Summary

## Carrier

Great American Insurance Company, A.M. Best Rating: A+XV Admitted

# Crime/Consultants Bond

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	
Crime  Subject to policy terms, conditions, limitations and exclusions.	<ul style="list-style-type: none"><li>• Protection for loss caused to named insured through failure of any employee/consultant to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment.</li><li>• Any Limit purchased applies per employee/consultant up to \$100,000.</li><li>• Any limit purchased \$100,000 and over is provided on a per losses basis rather than each basis.</li></ul>
Exclusions included by not limited to:	<ul style="list-style-type: none"><li>• Governmental Action of Seizure or Destruction</li><li>• Accounting or Arithmetical Errors or Omissions</li><li>• Inventory Shortages</li></ul>
Loss Caused by  Loss Caused by Consultants for Insured	<ul style="list-style-type: none"><li>• Direct Employees</li><li>• Attorney</li><li>• Operator</li><li>• Bookkeeper</li><li>• Engineer</li><li>• Delinquent Tax Attorney</li></ul>

## Limit

\$ 100,000

## Deductible

Per Occurrence	None
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## Annual Premium and Limits

Included Premium Summary

## Carrier

The Ohio Casualty Insurance Company, a Liberty Mutual Company A.M. Best Rating: A XV  
Admitted

# Directors Position Bond

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	
Directors Position Bond  Subject to bond terms, conditions, limitations and exclusions.	<ul style="list-style-type: none"><li>Provides coverage for loss caused to the District through the failure of Directors to perform faithfully their duties or to account properly for all monies and property received by virtue of their position as Director</li><li>Continuous until cancelled</li></ul>
Exclusions included but not limited to:	<ul style="list-style-type: none"><li>Loss occurring prior to date of bond issued</li></ul>

Limits	
\$10,000	Each Director (5)
\$50,000	General Aggregate

Deductibles	
Per Occurrence	None

Annual Premium	
Included Premium Summary	

Carrier	
The Ohio Casualty Insurance Company, a Liberty Mutual Company A.M. Best Rating: A XV Admitted	

# Tax Assessor/Collector Bond

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Coverage	
Tax Assessor Collector Bond  Subject to bond terms, conditions, limitations and exclusions.	<ul style="list-style-type: none"><li>Covers the faithful performance and discharge of all the duties required by law as the Tax Assessor/ Collector and to pay over to the depository of the District all funds or other things of value coming into his hands as Tax Assessors/Collectors.</li><li>Continuous until cancelled</li></ul>
Exclusions included but not limited to:	<ul style="list-style-type: none"><li>Loss occurring prior to date of bond issued</li></ul>

Limit
\$ 50,000

Deductibles	
Per Occurrence	None

Annual Premium & Limits
Included Premium Summary

Carrier
The Ohio Casualty Insurance Company, a Liberty Mutual Company A.M. Best Rating: A XV Admitted

***\*Tim Spencer***

# Peace Officer Bond

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	
Peace Officer Bond	<ul style="list-style-type: none"><li>Provides coverage for the faithful performance and discharge of all the duties required by law for Peace Officer.</li><li>Continuous until cancelled</li></ul>
Subject to bond terms, conditions, limitations and exclusions.	
Exclusions included but not limited to:	<ul style="list-style-type: none"><li>Loss occurring prior to date of bond issued</li></ul>

Limits	
\$ 1,000	Each Officer (up to 20 officers)
\$20,000	General Aggregate

Deductibles	
Per Occurrence	None

Annual Premium & Limits	
Included Premium Summary	

Carrier	
The Ohio Casualty Insurance Company, a Liberty Mutual Company A.M. Best Rating: A XV Admitted	

# Workers' Compensation Policy

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	
Workers' Compensation (Part One) And Employers Liability (Part Two)	<ul style="list-style-type: none"> <li>Bodily Injury to Employees</li> <li>Terrorism</li> <li>Duty to Defend</li> <li>Defense Cost outside the Limit</li> <li>Covered State Texas Only</li> <li>Include Owner/Officers</li> <li>Out of Network</li> </ul>
Subject to policy terms, conditions, limitations and exclusions.	
Exclusions included but not limited to:	<ul style="list-style-type: none"> <li>Voluntary Compensation</li> <li>USL&amp;H</li> <li>Federal Employers Liability Act (Jones Act)</li> </ul>
Audit	<ul style="list-style-type: none"> <li>Auditable</li> </ul>
Subject to Audit	<ul style="list-style-type: none"> <li>At Expiration</li> </ul>
Minimum Premium	<ul style="list-style-type: none"> <li>\$250</li> </ul>

Limits	
Statutory	Part One - Workers' Compensation
\$1,000,000	Part Two - Employers' Liability Each Accident
\$1,000,000	Part Two - Employers' Liability Disease-Policy Limit
\$1,000,000	Part Two - Employers' Liability Disease-Each Employee

Exposure Description	Code	Payroll
Clerical/Directors	8810	\$36,000
Water	7520	\$ If Any

Deductibles	
Per Occurrence	None

Annual Premium
Included Premium Summary

Carrier
Texas Mutual Insurance Company: A.M. Best Rating: A XV Admitted

# Business Travel Accident Policy

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

Description	
Business Travel Accident  Subject to policy terms, conditions, limitations and exclusions.	<ul style="list-style-type: none"><li>• Provides 24 Hour Coverage while traveling on District Business Trips for Accidental Death &amp; Dismemberment.</li><li>• Paralysis Benefit</li><li>• Rehabilitation Benefit</li><li>• Seatbelt &amp; Occupant Protection Device Benefit</li><li>• Psychological Therapy</li><li>• Rehabilitation Benefit</li><li>• Adaptive Home and Vehicle Benefit</li></ul>
Exclusions included but not limited to:	<ul style="list-style-type: none"><li>• Acrobatics or Stunt Flying</li><li>• Racing</li><li>• Crop Dusting</li></ul>

Limits	
\$250,000	Director(s)
\$ 25,000	Spouse
\$ 10,000	Children

Annual Premium
Included Premium Summary

Carrier
Federal Insurance Company, A.M. Best Rating: A++XV Admitted

## Coverages for Consideration

### HARRIS COUNTY MUD 109

#### Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Flood either for purchase or higher limits
- Umbrella either for purchase or higher limits
- Cyber Liability either for purchase or higher limits

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

# Proposal Acceptance and Client Authorization To Bind Coverage

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

After careful consideration of Gallagher's Proposal dated 05/22/2025, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

COVERAGE/CARRIER	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>General Liability, Law Enforcement Liability, Pollution Liability, Clean Up, Excess Liability</b>
	CUMIS Insurance Society, Inc.
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b> Included in Above Program
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Auto Liability</b>
	CUMIS Insurance Society, Inc.
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Property, Flood</b>
	Pennsylvania Manufacturers' Association Ins. Co
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b> Included in Above Program
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>B&amp;M</b>
	Liberty Mutual Fire Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b> Included in Above Program
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Directors &amp; Officers Liability</b>
	Great American Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Crime/Consultants Bond</b>
	The Ohio Casualty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Directors Bond</b>
	The Ohio Casualty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Tax Collector Bond</b>
	The Ohio Casualty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Peace Officer Bond</b>
	The Ohio Casualty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Workers' Compensation</b>
	Texas Mutual Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Business Travel Accident</b>
	Federal Insurance Company

## Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

☐ Cyber Liability ☐ Mobile Equipment Scheduled/Leased/Rented

☐ Higher Limits: Please state coverage and requested limit(s):

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

### Other Services to Consider

By checking the box(es) below, you are requesting that Gallagher provide you with additional information for the following services:

- ☐ Gallagher STEP  
☐ eRiskHub

### Coverage Amendments and Notes:

### Fee Agreement

In addition to commission received by Gallagher for the policy term reflected herein, effective 05/22/2025, Gallagher will receive a fee of \$3,033 for Harris County MUD 109 program administration.

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

### Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

### Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

Print Name (Specify Title)

Company

Signature

Date:

**SIGN HERE**

## Documents Required To Bind Coverage

HARRIS COUNTY MUD 109

**Effective: 05/22/2025 TO 05/22/2026**

### In order to bind coverages, please provide the following documents

- Complete set of Signed Proposal including Acceptance and Client Authorization to Bind (Previous Page)
- **Payment of Gallagher Invoice Due By (05/22/2025)**

## Bindable Quotations and Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm. % or Fee 3	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary %
General Liability Pollution, clean up, Excess	CUMIS Insurance Society, Inc.	McKee Risk Mgt.	\$ 7583	15%	N/A
Real & Personal Property, Flood & Earthquake, Inland Marine,	Pennsylvania Manufacturers' Association Ins. Co	McKee Risk Mgt.	\$ 94075	15%	N/A
Auto Policy	CUMIS Insurance Society, Inc.	McKee Risk Mgt.	\$ 100	15%	N/A
Directors & Officers	Great American Insurance Company	N/A	\$ 4500	20%	N/A
Crime/Consultants Bond	The Ohio Casualty Insurance Company	N/A	\$ 341	20%	N/A
Directors Position Bond	The Ohio Casualty Insurance Company	N/A	\$ 150	30%	N/A
Tax Assessor/Collector Bond	The Ohio Casualty Insurance Company	N/A	\$ 250	30%	N/A
Workers' Compensation	Texas Mutual Insurance Company	N/A	\$ 400	9%	N/A
Business Travel Accident	Federal Insurance Company	N/A	\$ 300	25%	N/A
Equipment Breakdown	Liberty Mutual Fire Ins Company	RPS	\$ 30643	20%	10%

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.  
\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.

# Guide to A.M. Best Ratings

## W.I.N. PROGRAM CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category*	Admitted/Non-Admitted**
CUMIS Insurance Society, Inc.,	A XII	Admitted
Great American Insurance Company	A+XV	Admitted
Pennsylvania Manufacturers' Association Ins. Co	A+XV	Admitted
Chubb/Federal Insurance Company	A++ XV	Admitted
Texas Mutual Insurance Company	A XV	Admitted
BCS Insurance Co.	A- VIII	Admitted
Hartford Casualty Insurance Company	A+XV	Admitted
Hartford Fire Insurance Company	A+XV	Admitted
The Ohio Casualty Insurance Company	A XV	Admitted

\*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change

# Proposal Disclosures

## NAMED INSURED DISCLAIMER

**Note:** Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

## COMPENSATION DISCLOSURE

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-Out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

Chief Compliance Officer  
Gallagher Global Brokerage  
Arthur J. Gallagher & Co.  
2850 West Golf Rd.  
Rolling Meadows, IL 60008

## TRIA/TRIPRA DISCLAIMER

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

#### ANTI-BOYCOTTING COMPLIANCE

As required by Chapter 2271, Texas Government Code, Gallagher hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the policies included in this proposal. For purposes of this verification, "boycott Israel" has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code. As required by Chapter 2276, Texas Government Code, Gallagher hereby verifies that it does not boycott energy companies and will not boycott energy companies through the term of the policies included in this proposal. The term "boycott energy companies" has the meaning assigned to such term pursuant to Section 809.001 of the Texas Government Code.

#### FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252, Texas Government Code, Gallagher represents and certifies that, at the time of execution of this proposal neither Gallagher, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

#### VERIFICATION DESIGNATED COUNTRY VERIFICATION

Pursuant to Chapter 2275, Texas Government Code, Gallagher verifies that a) neither Gallagher, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Gallagher, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2275.003 of the Texas Government Code.

#### NO DISCRIMINATION OF FIREARM ENTITY OR FIREARM TRADE ASSOCIATION VERIFICATION

Pursuant to Chapter 2274, Texas Government Code, Gallagher verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Texas Government Code.

#### POOL FUNDING DISCLAIMER

Gallagher does not provide actuarial services or actuarial estimates of losses. If the excess insurer or reinsurer that provides excess coverage calculates a loss fund for the pool, it is our recommendation that the pool fully fund that amount. Further, it is our recommendation that the pool contract with an appropriately certified actuary to provide recommendations for overall pool funding, surplus and reserve funds.

# Proposal Terms and Conditions

## **Terms and Conditions**

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

## **Services**

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

## **Treatment of Information**

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

## **Dispute Resolution**

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

## **Electronic Delivery**

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

**Miscellaneous Terms**

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

## Claims Reporting By Policy

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

### Reporting Direct to Carrier [Only When Applicable]

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:	
Cyber liability/breach response claims	<b>Notice of Claim</b> <a href="mailto:joan.dambrosio@clydeco.us">joan.dambrosio@clydeco.us</a> Clyde & Co. US LLP 101 Second Street, 24th Floor San Francisco CA 94105 <b>24 Hour Security Breach Hotline</b> <b>866.288.1705</b> Baker & Hostetler LLP 45 Rockefeller Plaza New York, NY 10111-0100	
All claims may be reported via email to any of the following:	Michelle Herrera Client Service Manager <a href="mailto:michelle_herrera@ajg.com">michelle_herrera@ajg.com</a> 713.275.1506 Jessica Salias Client Services Manager <a href="mailto:jessica_salias@ajg.com">jessica_salias@ajg.com</a> 713.358.5928	Julie Collette Client Service Manager <a href="mailto:julie_collette@ajg.com">julie_collette@ajg.com</a> 713.243.2182 Lauren Peyton Client Service Manager <a href="mailto:lauren_peyton@ajg.com">lauren_peyton@ajg.com</a> 713.243.2170

### Reporting to Gallagher or Assistance in Reporting

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Gallagher Claim Center	Phone: 855-497-0578 Fax: 225-663-3224 Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a>

## Appendix

We help you face your future with confidence.



Gallagher's holistic approach keeps your total cost of risk—and your best interest—in focus. With expertise where you most need it, Gallagher delivers the solutions that let businesses grow. Communities thrive. And people prosper.

GLOBAL REACH. LOCAL PRESENCE.

Founded in  
**1927**

**\$5B**  
Total Adjusted Brokerage & Risk Management Revenues (2018)

**30,000+**  
Employees worldwide

**850+**  
Offices in 35 countries

**150+**  
Countries served

## HIGHLY SPECIALIZED. DEEP EXPERTISE.

Alternative Risk & Captives	Environmental	Private Client Services
Aviation	Enterprise Risk Management	Property
Casualty	Equity Advisors	Risk Management
Commercial Surety & Bonds	Fine Arts	Trade Credit & Political Risk
Cyber Liability	Law Firms	Insurance
Entertainment	Management Liability	

## OUR APPROACH TO RISK.



**CORE360™** is our unique, comprehensive approach of evaluating our client's risk management program that leverages analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk.

## 22+ INDUSTRY PRACTICES



### LEADERS WHERE IT COUNTS

Gallagher Named One of the World's Most Ethical Companies® for 2019

The only insurance broker to have received this honor, Gallagher has been named as one of the World's Most Ethical Companies by the Ethisphere® Institute, a global leader in defining and advancing the standards of ethical business practices, eight years in a row.

Gallagher has been designated as one of the "World's Best Employers" by Forbes Magazine for 2018.

This is a great honor that is given to just 500 companies around the world each year. Designation recipients are determined by an independent collection and analysis of anonymous employee reviews collected by Statista, a leading statistical agency. Gallagher was the only Insurance Brokerage to be honored with this designation for 2018.

### SHARED VALUES + PASSION FOR EXCELLENCE = PROMISES DELIVERED

#### *The Gallagher Way*

25 tenets that have guided a team-oriented culture for 30+ years

#### Social Responsibility

Companywide focus on ethical conduct, employee health and welfare, environmental integrity and community service

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Gallagher

eRiskHub®



To access the Gallagher | eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

## The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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## Cyber Liability

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GGB34479A

# eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability. Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

### Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center — Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training — An overview of best practices for creating an effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

ajg.com

**Insurance Proposal  
Prepared for**

**Harris Co. MUD No. 109**





# McDonald & Wessendorff Insurance

**Thank you.....for choosing us for your insurance needs!**

Our goal is to provide you with the right coverage – along with excellent customer and claim service.

We look forward to building a long-term relationship with you and your business!

All of us are available to answer any questions or assist you in any way – just give us a call at the direct #'s below:

***Dan McDonald, CEO***

Direct # 281-633-3208

Email: dan.mcdonald@mcwess-insurance.com

***Peggy Bohn, COO***

Direct # 281-762-5213

Email: peggy.bohn@mcwess-insurance.com

***Katrina Thornhill, Chief of Operations***

Direct # 281-633-3200

Email: katrina.thornhill@mcwess-insurance.com

***Kathryn Williams, Account Executive***

Direct # 281-762-5215

Email: kathryn.williams@mcwess-insurance.com

***Haedyn Cloninger, Account Executive***

Direct # 281-762-5216

Email: haedyn.cloninger@mcwess-insurance.com

***Celina Flores-Wells, Account Manager***

Direct # 281-633-3213

Email: celina.flores-wells@mcwess-insurance.com

***Kenzie Schneider, Account Manager***

Direct # 281-762-5209

Email: kenzie.schneider@mcwess-insurance.com

***Our agency also offers Personal Insurance and Commercial/Business Insurance.  
Please call our main number (281-342-6837) or contact Katrina Thornhill  
to put you in touch with the appropriate agent.***

## Harris Co. MUD No. 109

**TYPE OF POLICY:** **PROPERTY**

**PROPOSED EFFECTIVE DATE:** **05/22/25**

**COVERAGE:** \* Special Form for Real and Personal Property  
\* Terrorism Included

**VALUATION:** Replacement Cost – Real and Personal Property

**COINSURANCE:** Waived – Real and Personal Property

**DEDUCTIBLE:** \$5,000 Property  
\$50,000 Flood  
\$25,000 Earthquake/Earth Movement  
1% of the limit with \$10,000 Min. Windstorm or Hail

**LIMITS:** \$  
\$ 73,419,000 Real Property  
\$ 2,500,000 Flood (Per Occurrence & Annual Aggregate)  
2,500,000 Earthquake/Earth Movement  
(Per Occurrence & Annual Aggregate)  
\$ 250,000 Extra Expense

**POLICY TERM:** One Year

**PREMIUM:** **\$75,696**

**COMPANY:** Hanover Insurance Company  
AM Best Rating: A XV

### PER ATTACHED ERV

WWTP	
Limit	Premium
\$51,000,000	\$52,533 (69.4% of total premium)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

REJECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

McDonald & Wessendorff Insurance • 611 Morton • Richmond, Texas 77469  
PH (281) 342-6837 (MUDS)

## McDonald & Wessendorff Insurance

611 Morton Street, Richmond, TX 77469  
Phone: (281)762-5215  
Email: [kathryn.williams@mcwess-insurance.com](mailto:kathryn.williams@mcwess-insurance.com)  
Kathryn Williams

DATE: March 30, 2025  
ENGINEER: BGE, Inc.  
ATTN: Chris Meinhardt  
EMAIL: [cmeinhardt@bgeinc.com](mailto:cmeinhardt@bgeinc.com)

**RE: Harris Co. MUD No. 109; Engineer Report of Values (ERV)**

We have been requested to submit an insurance proposal for the above referenced District. Please review the questions below and indicate the type and quantity of any facilities pertinent to The District. Thank you!

**Indicate how many of the following the district owns. If none, so indicate.**

Does the district have water wells?	2	If so, number of submersible pumps?	2
Lessors Risk (Sq/Ft)		Any Pumps 500 HP or greater?	No
Swimming Pools / Splash Pads	No	Parks / Trails	No
<b>Detention Ponds*</b>	1	<b>Lakes**</b>	No

*\*Ponds = have sloped sides / primarily for detention/retention – can be wet or dry*

*\*\*Lakes = amenity purposes only – no detention (If for dual purpose, list as pond)*


**Please review the attached information for all insured facilities  
and highlight any changes or additions.**

**PLEASE NOTE:**  
**SHOW FRAME STRUCTURES AS A SEPARATE LINE ITEM ON SPREADSHEET**

**TOTAL VALUES: \$ 73,419,500.00**

(INSURANCE POLICY IS BASED ON REPLACEMENT COST VALUATION)

**SIGN HERE:**

X   
Acknowledged By: (Signature)

**Chris Meinhardt**

**4/21/2025**

Print Name

Date

**In the event of a claim, if the values are not updated The District could suffer a financial loss. Please note the Engineer or General Manager's signature approving these values.**

WTP No. 1 (26271 T Quantity	Unit	Unit Price	Cost
Well No. 1 - 1,500 gpm	1,500 gpm	\$ 1,300.00	\$ 1,950,000.00
GST No. 1 (Welded)	420,000 gallons	\$ 2.00	\$ 840,000.00
EST No. 1	1,000,000 gallons	\$ 4.00	\$ 4,000,000.00
HPT No. 1	15,000 gallons	\$ 6.00	\$ 90,000.00
Booster Pump 1 - 75	1 EA	\$ 70,000.00	\$ 70,000.00
Booster Pump 2 - 75	1 EA	\$ 70,000.00	\$ 70,000.00
Booster Pump 3 - 75	1 EA	\$ 70,000.00	\$ 70,000.00
Booster Pump 4 - 75	1 EA	\$ 70,000.00	\$ 70,000.00
Yard Piping	1 LS	\$ 150,000.00	\$ 150,000.00
520 kW Generator (1	1 LS	\$ 450,000.00	\$ 450,000.00
Fence	800 LF	\$ 50.00	\$ 40,000.00
Electrical	1 LS	\$ 250,000.00	\$ 250,000.00
Control Bldg/Chem F	500 SF	\$ 650.00	\$ 325,000.00
Recommended Replacement Value			\$ 8,375,000.00

WTP No. 2 (20322 E Quantity	Unit	Unit Price	Cost
Well No. 1 - 1,500 gpm	1,500 gpm	\$ 1,300.00	\$ 1,950,000.00
GST No. 1 (Bolted)	420,000 gallons	\$ 1.75	\$ 735,000.00
EST No. 1	1,000,000 gallons	\$ 4.00	\$ 4,000,000.00
Booster Pump 1 - 40	1 EA	\$ 35,000.00	\$ 35,000.00
Booster Pump 2 - 40	1 EA	\$ 35,000.00	\$ 35,000.00
Booster Pump 3 - 40	1 EA	\$ 35,000.00	\$ 35,000.00
Yard Piping	1 LS	\$ 150,000.00	\$ 150,000.00
500kW Generator (N	1 LS	\$ 425,000.00	\$ 425,000.00
Fence	900 LF	\$ 50.00	\$ 45,000.00
Electrical	1 LS	\$ 250,000.00	\$ 250,000.00
Control Bldg/Chem F	700 SF	\$ 650.00	\$ 455,000.00
Recommended Replacement Value			\$ 8,115,000.00

Lift Station No. 1 (1 Quantity	Unit	Unit Price	Cost
Wet Well and appurt	1 LS	\$ 850,000.00	\$ 850,000.00
Pumps - 75 HP	3 EA	\$ 70,000.00	\$ 210,000.00
Fence	500 LF	\$ 50.00	\$ 25,000.00
Generator (300 kW 1	1 LS	\$ 300,000.00	\$ 300,000.00
Recommended Replacement Value			\$ 1,385,000.00

Lift Station No. 2 (E Quantity	Unit	Unit Price	Cost
Wet Well and appurt	1 LS	\$ 750,000.00	\$ 750,000.00
Pumps - 30 HP	2 EA	\$ 50,000.00	\$ 100,000.00
Fence	150 LF	\$ 50.00	\$ 7,500.00
Generator (50 KW N	1 LS	\$ 200,000.00	\$ 200,000.00
Recommended Replacement Value			\$ 1,057,500.00

Lift Station No. 3 (K Quantity	Unit	Unit Price	Cost
Wet Well and appurt	1 LS	\$ 700,000.00	\$ 700,000.00
Pumps - 7.5 HP	2 EA	\$ 25,000.00	\$ 50,000.00
Fence	640 LF	\$ 50.00	\$ 32,000.00
Generator (30 kW N	1 LS	\$ 175,000.00	\$ 175,000.00
Recommended Replacement Value			\$ 957,000.00

Lift Station No. 4 (K Quantity	Unit	Unit Price	Cost
Wet Well and appurt	1 LS	\$ 600,000.00	\$ 600,000.00
Pumps - 5 HP	2 EA	\$ 15,000.00	\$ 30,000.00
Fence (Concrete)	100 LF	\$ 150.00	\$ 15,000.00
Generator (25 kW N	1 LS	\$ 150,000.00	\$ 150,000.00
Recommended Replacement Value			\$ 795,000.00

Lift Station No. 5 (A Quantity	Unit	Unit Price	Cost
Wet Well and appurt	1 LS	\$ 600,000.00	\$ 600,000.00
Pumps - 5 HP	2 EA	\$ 15,000.00	\$ 30,000.00
Fence	300 LF	\$ 50.00	\$ 15,000.00
Generator (25 kW N	1 LS	\$ 150,000.00	\$ 150,000.00
Recommended Replacement Value			\$ 795,000.00

Lift Station No. 6 (K Quantity	Unit	Unit Price	Cost
Wet Well and appurt	1 LS	\$ 700,000.00	\$ 700,000.00
Pumps - 7.5 HP	2 EA	\$ 25,000.00	\$ 50,000.00

Fence	300 LF	\$ 50.00	\$ 15,000.00
Generator (30 kW N	1 LS	\$ 175,000.00	\$ 175,000.00
Recommended Replacement Value			\$ 940,000.00
Total			\$ 22,419,500.00
WWTP (5003 Atascocita Rd)			\$ 51,000,000.00
Grand Total			\$ 73,419,500.00

## Harris Co. MUD No. 109

**TYPE OF POLICY:** **COMPREHENSIVE BOILER & MACHINERY**

**PROPOSED EFFECTIVE DATE:** **05/22/25**

**COVERAGE:** \* Sudden and Accidental Breakdown of Objects –  
Including Pumps, Motors, Electrical Equipment.  
\* Mechanical Failure and Electrical Surges  
\* Terrorism Included

**VALUATION:** Repair / Replacement Cost

**COINSURANCE:** Waived

**DEDUCTIBLE:** \$25,000 Deductible on all underground property  
(excluding lift stations) and all 500 HP or greater  
pumps, motors, compressors and blowers.  
  
\$10,000 Deductible applies toward all other covered  
objects.

**LIMITS:** \$ 73,419,500  
\$ 500,000 Extra Expense

**POLICY TERM:** One Year

**PREMIUM:** **\$48,200**

**COMPANY:** Chubb  
AM Best Rating: A ++ XV

### PER ATTACHED ERV

WWTP	
Limit	Premium
\$51,000,000	\$33,451 (69.4% of total premium)

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

McDonald & Wessendorff Insurance • 611 Morton • Richmond, Texas 77469  
PH (281) 342-6837 (MUDS)

**Harris Co. MUD No. 109**

**TYPE OF POLICY:** **COMMERCIAL GENERAL LIABILITY AND  
HIRED CAR & NON OWNERSHIP  
AUTOMOBILE LIABILITY**

**PROPOSED EFFECTIVE DATE:** **05/22/25**

**COVERAGE:**

- Bodily Injury and Property Damage
- Full Sewer Backup Coverage
- Punitive Damages Not Excluded
- Host Liquor Liability
- Terrorism Not Excluded
- No Mold Exclusion
- No Assault & Battery Exclusion
- Duty to Defend
- Defense Cost Outside the Limit
- Coverage in US Only

**LIMITS OF LIABILITY:**

\$1,000,000 Each Occurrence  
\$3,000,000 General Aggregate  
\$1,000,000 Personal/Advertising Injury  
\$3,000,000 Product Liability  
\$ 100,000 Damages to Premises Rented to You  
\$1,000,000 Hired and Non Owned Auto Liability  
**INCLUDES: One (1) Detention Pond  
Law Enforcement Liability**

**POLICY TERM:** One Year

**PREMIUM:** **\$2,318**

**COMPANY:** Mid-Continent Casualty Company  
AM Best Rating: A + VIII

**DOES THE DISTRICT HAVE AN INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT? YES/NO \_\_\_\_\_  
IF YES, PLEASE SEND A COPY.**

**NUMBER OF PEACE OFFICERS \_\_\_\_\_**

**ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_**

**REJECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_**

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

**Harris Co. MUD No. 109**

<b>TYPE OF POLICY:</b>	<b>POLLUTION LIABILITY</b>
<b>PROPOSED EFFECTIVE DATE:</b>	<b>05/22/25</b>
<b>COVERAGE:</b>	<ul style="list-style-type: none"><li>•Occurrence Form</li><li>•Legal Liability to Others-Bodily Injury and Property Damage and Clean Up Costs</li><li>•Compensatory Damages</li><li>•Defense Cost Outside the Limit</li><li>•Punitive/Exemplary Damages Not Excluded</li><li>•Terrorism Not Excluded</li><li>•Mold Not Excluded</li></ul>
<b>EXCLUSIONS</b> <b>Including but not limited to:</b>	<ul style="list-style-type: none"><li>•Statutory Fines or Penalties Unless Direct Result of Pollution Incident as Defined by the Policy</li><li>•Disposal of Sludge at Landfill Site</li></ul>
<b>LIMIT OF LIABILITY:</b>	\$1,000,000 each occurrence \$3,000,000 aggregate
<b>DEDUCTIBLE:</b>	\$5,000 Per Claim for Clean Up Costs
<b>POLICY TERM:</b>	One Year
<b>PREMIUM:</b>	<b>\$750</b>
<b>COMPANY:</b>	Mid-Continent Casualty Company AM Best Rating: A + VIII

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

## Harris Co. MUD No. 109

**TYPE OF POLICY:** **DIRECTORS AND OFFICERS LIABILITY**

**PROPOSED EFFECTIVE DATE:** **05/22/25**

**COVERAGE:**

- Claims-Made Coverage Form
- Duty to Defend
- Pay on Behalf in lieu of Reimbursement Coverage Form
- Full Prior Acts
- Defense Cost Outside the Limit
- Defense for Alleged Breach of Contract**
- Claim includes any Judicial or Administrative Proceedings
- Employment Related Practices coverage for the District Included
- Coverage extended to include Director's Spouse
- Terrorism Not Excluded

**LIMIT OF LIABILITY:** \$5,000,000 Per Claim  
**No Aggregate Limit**

**DEDUCTIBLE:** **None**

**POLICY TERM:** One Year

**PREMIUM:** **\$5,500**

**COMPANY:** Mid-Continent Casualty Company  
AM Best Rating: A + VIII

OPTIONAL LIMITS		
	Limit	Premium
	\$1,000,000	\$1,500
	\$2,000,000	\$2,500
	\$3,000,000	\$3,500
	\$4,000,000	\$4,500
X	\$5,000,000	\$5,500

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

## Harris Co. MUD No. 109

**TYPE OF POLICY:** **EXCESS LIABILITY**

**PROPOSED EFFECTIVE DATE:** **05/22/25**

**COVERAGE:** Limit of Coverage over General Liability, Automobile Liability, Pollution and Employers Liability (If Coverage is Accepted)

- Follow Form
- Terrorism Not Excluded
- Punitive Damages Not Excluded

**UNDERLYING REQUIREMENTS:** \$1,000,000 General Liability  
\$1,000,000 Pollution Liability  
\$1,000,000 Automobile Liability  
\$1,000,000 Employers Liability

**EXCLUSIONS**  
**Including but not limited to:** Employee Benefits Liability  
Directors and Officers Liability  
Law Enforcement Liability

**LIMIT OF LIABILITY:** \$4,000,000

**POLICY TERM:** One Year

**PREMIUM:** **\$5,600 – Includes Pollution**

**COMPANY:** Mid-Continent Casualty Company  
AM Best Rating: A + VIII

OPTIONAL LIMITS		
	Limit	Premium (No Pollution)
	\$ 1,000,000	\$1,000
	\$ 2,000,000	\$1,900
	\$ 3,000,000	\$2,800
	\$ 4,000,000	\$3,700
	\$ 5,000,000	\$4,600

OPTIONAL LIMITS		
	Limit	Premium (Includes Pollution)
	\$ 1,000,000	\$1,700
	\$ 2,000,000	\$3,000
	\$ 3,000,000	\$4,300
<b>X</b>	\$ 4,000,000	\$5,600
	\$ 5,000,000	\$6,900

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

## Harris Co. MUD No. 109

**TYPE OF POLICY:** **PUBLIC EMPLOYEE BLANKET CRIME**  
(Includes Attorney, Operator, Bookkeeper, Engineer and Delinquent Tax Attorney)

**ANNIVERSARY OF CURRENT POLICY:** **05/22/25**

**COVERAGE:** Loss caused to the District through failure of any employee/consultant to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment. Limit applies per employee/consultant up to \$100,000. If the bond amount is over \$100,000, each employee/consultant is covered up to \$100,000 and the excess amount is provided on a per loss basis rather than each basis.

**LIMIT:** \$100,000

**DEDUCTIBLE:** \$0

**TERM:** One Year

**PREMIUM:** **\$344**

**COMPANY:** Hartford Casualty Company  
AM Best Rating: A+ XV

OPTIONAL LIMITS		
	Limit	Premium
	\$ 10,000	\$120
	\$ 25,000	\$178
	\$ 50,000	\$222
<b>X</b>	\$ 100,000	\$344
	\$ 250,000	\$479
	\$ 500,000	\$580
	\$1,000,000	Quotable

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

**Harris Co. MUD No. 109**

<b>TYPE OF BOND:</b>	<b>DIRECTORS POSITION SCHEDULE BOND</b>
<b>ANNIVERSARY OF CURRENT BOND:</b>	<b>05/22/25</b>
<b>COVERAGE:</b>	Provides coverage for loss caused to the District through the failure of Directors to perform faithfully their duties or to account properly for all monies and property received by virtue of their position as Director.
<b>BOND TERM:</b>	One Year
<b>BOND LIMIT:</b>	\$10,000 Per Director (5) \$50,000 Aggregate
<b>PREMIUM:</b>	<b>\$175</b>
<b>COMPANY:</b>	Merchants Bonding Company AM Best Rating A VIII

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

**Harris Co. MUD No. 109**

**TYPE OF BOND:** **PEACE OFFICER BOND**

**ANNIVERSARY OF CURRENT BOND:** **05/22/25**

**COVERAGE:** Covers the faithful performance and discharge of all the duties required by law as the Peace Officer.

**LIMIT:** \$10,000 Per Officer  
\$30,000 Aggregate

**BOND TERM:** One Year

**NUMBER OF PEACE OFFICERS:** Three (3)

**PREMIUM:** **\$105**

**COMPANY:** Merchants Bonding Company  
AM Best Rating: A VIII

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

**Harris Co. MUD No. 109**

**TYPE OF POLICY:** **BUSINESS TRAVEL COVERAGE**

**PROPOSED EFFECTIVE DATE:** **05/22/25**

**COVERAGE:** **Accidental Death & Dismemberment**  
Coma Benefits  
Paralysis Benefits  
Psychological Therapy Benefit  
Emergency Medical Evacuation/Family Travel Benefits  
Rehabilitation Expense Benefit  
Repatriation Benefit  
Seat Belt and Occupant Protection Device Benefit

**LIMITS:** \$ 250,000 Each Director – 24 Hour Business Travel  
\$ 50,000 Each Spouse – Business Travel Family  
\$ 25,000 Each Dependent Child – Business Travel Family

**PREMIUM:** **\$300**

**COMPANY:** Chubb  
AM Best Rating: A++ XV

**\*\* IF ACCEPTED PLEASE SEE FOLLOWING PAGE FOR SIGNATURE \*\***

**DATE** \_\_\_\_\_

**ACCEPTED BY** \_\_\_\_\_  
(Signature of District's Authorized Representative) (Title)

**REJECTED BY** \_\_\_\_\_  
(Signature of District's Authorized Representative) (Title)

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) N/A

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

**Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime.**

Name of Policyholder: Harris Co. MUD No. 109

Title



Company Authorized Representative

**Harris Co. MUD No. 109**

**TYPE OF POLICY:** **WORKERS COMPENSATION**

**PROPOSED EFFECTIVE DATE:** **05/22/25**

**COVERAGES:**

- Coverage A in the policy provides statutory coverage in which the insurance company agrees to assume the liability imposed upon an insured by the applicable Workers Compensation law or laws.
- Coverage B for Employers Liability in this policy protects an insured against liability imposed by law for injury to employees in the course of employment.
- Terrorism Not Excluded

**LIMIT OF LIABILITY:**

Employers Liability

\$1,000,000 Each Accident  
Bodily Injury by Accident

\$1,000,000 Each Employee  
Bodily Injury by Disease

\$1,000,000 Policy Limit  
Bodily Injury by Disease

**POLICY TERM:** One Year

**PREMIUM:** **\$198** (5 Directors) Estimated Annual Premium

**COMPANY:** Hanover Insurance Group  
AM Best Rating: A XV

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

# **OPTIONAL COVERAGE PROPOSAL PAGES**

**Harris Co. MUD No. 109**

**\*\* OPTIONAL COVERAGE \*\***

**TYPE OF BOND:** **TAX ASSESSOR/COLLECTOR BOND**

**ANNIVERSARY OF CURRENT BOND:** **05/22/25.**

**COVERAGE:** Covers the faithful performance and discharge of all the duties required by law as the Tax Assessor/Collector and to pay over to the depository of the District all funds or other things of value coming into his hands as Tax Assessor/Collector.

**LIMIT:** \$10,000

**BOND TERM:** One Year

**PREMIUM:** **\$50 (Billed Directly to Tax Assessor)**

**NAME OF TAX ASSESSOR:** To Be Determined

**COMPANY:** Merchants Bonding Company  
AM Best Rating: A VIII

OPTIONAL LIMITS		
	Limit	Premium
<b>X</b>	\$ 10,000	\$ 50
	\$ 25,000	\$ 125
	\$ 50,000	\$ 250
	\$ 75,000	\$ 375
	\$ 100,000	\$ 500
	\$ 250,000	\$ 1,250
	\$ 500,000	\$ 2,500
	\$ 1,000,000	\$5,000

**LIMITS \$50,000 & HIGHER MAY REQUIRE ADDITIONAL UNDERWRITING INFORMATION**

**\*\* OPTIONAL COVERAGE \*\***

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

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**Harris Co. MUD No. 109**

**\*\* OPTIONAL COVERAGE \*\***

**TYPE OF POLICY:** **CYBER LIABILITY**

**PROPOSED EFFECTIVE DATE:** **05/22/25**

**COVERAGE/LIMIT:**

**LIABILITY:**

- Privacy & Security - \$250,000
- Payment Card Costs - \$250,000
- Media - \$250,000
- Regulatory Proceedings - \$250,000

**BREACH RESPONSE:**

- Privacy Breach Notification - \$250,000
- Computer & Legal Experts - \$250,000
- Betterment - \$100,000
- Cyber Extortion - \$250,000
- Data Restoration - \$250,000
- Public Relations - \$250,000

**CYBER CRIME:**

- Computer Fraud - \$100,000
- Funds Transfer Fraud - \$100,000
- Social Engineering Fraud - \$100,000
- Telecom Fraud - \$100,000

**BUSINESS LOSS:**

- Business Interruption - \$250,000
- Reputation Harm - \$250,000

**POLICY AGGREGATE LIMIT: \$250,000**

**RETENTION:**

\$2,500 - \$5,000 Each Claim/Event  
Waiting Period: 12 Hours

**POLICY TERM:**

One Year

**PREMIUM:**

**Application required for formal quote**

**COMPANY:**

Travelers Casualty & Surety Co. of America  
AM Best Rating: A++ XV

**SEE COVERAGE DEFINITIONS AT END OF PROPOSAL**

**Higher limits also available**

**\*\* OPTIONAL COVERAGE \*\***

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REJECTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS***

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## HARRIS CO. MUD NO. 109

PROPOSED EFFECTIVE DATE: 05/22/25

### PREMIUM SUMMARY

COVERAGE	PROPOSED PREMIUM
PROPERTY	75,696.00
BOILER & MACHINERY	48,200.00
GENERAL LIABILITY INCLUDING HIRED/NON-OWNED AUTO	2,318.00
POLLUTION LIABILITY	750.00
DIRECTORS AND OFFICERS	5,500.00
EXCESS LIABILITY (Includes Pollution)	5,600.00
PUBLIC EMPLOYEE BLANKET CRIME	344.00
DIRECTOR'S BOND	175.00
BUSINESS TRAVEL ACCIDENT	300.00
PEACE OFFICERS BOND	105.00
WORKERS COMPENSATION & EMPLOYERS LIABILITY	198.00
<b>TOTAL PREMIUM</b>	<b>\$139,186.00</b>

McDonald & Wessendorff thanks you for the opportunity to present this proposal!

<b>WWTP – (Total)</b>
<b>\$85,984 (69.4% Property/Boiler premium)</b>

### \*\*\* OPTIONAL COVERAGE(S) \*\*\*

OPTIONAL NEW COVERAGE	PREMIUM	ACCEPTED YES/NO
TAX ASSESSOR/COLLECTOR BOND	50.00	
CYBER LIABILITY	Request Quote	
<b>TOTAL PREMIUM FOR ACCEPTED OPTIONAL COVERAGE</b>		

PLEASE REPORT ALL NEW FACILITIES OR PROPERTIES IMMEDIATELY  
TO MCDONALD & WESSENDORFF

PAYMENT IS DUE WITHIN 30 DAYS OF THE EFFECTIVE DATE TO AVOID CANCELLATION.

ACCEPTED BY: \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_

WEB ADDRESS IF ANY: \_\_\_\_\_

**Premiums quoted are valid for 30 days from proposed effective date.**

*All descriptions of proposed coverage's provided herein are intended as an outline of coverage and are necessarily brief. For specific wording concerning insuring agreements, definitions, conditions, terms and exclusions not listed, please read each policy carefully. Please contact our office if there are any questions.*

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# D & O APPLICATION

PLEASE COMPLETE/ SIGN  
AND RETURN WITH THE  
ACCEPTED PROPOSAL

THANK YOU!

**Professional Liability Application  
Application for Directors & Officers Liability Insurance**

**\$5,000,000**

**Premium \$5,500**

**Part 1: Background Information**

**\*\*ML 1459 (01-97)\*\***

Name of Organization: **Harris Co. MUD No. 109**

Address: \_\_\_\_\_

Purpose of Organization: \_\_\_\_\_

In continuous existence since: \_\_\_\_\_ Number of Board Members: \_\_\_\_\_

Are there subsidiaries? Yes or No (circle response) If yes, provide name (s), date established, nature of operation, profit or nonprofit, purpose, bylaws and financial statement for each.

If yes, do you wish to request coverage for subsidiaries? Yes or No (circle response)

Are the organization's finances audited by a Certified Public Accountant? Yes or No (circle response)

Does the organization have any stockholders or persons who profit from the operation except as salaried employees? Yes or No (circle response) If yes, please give detail..... \_\_\_\_\_

Are any directors, Trustees, Officers or employees indebted to the organization? Yes or No. If yes, please give detail \_\_\_\_\_

**Part 2: Insurance Coverage Information**

Directors & Officers Liability Insurance carried during the past three years including expiring Policy.

Insurer:                      Limits of Liability:              Premium:              Deductible:              Policy Period

\_\_\_\_\_

Directors & Officers Liability Coverage has been continuously in force since: \_\_\_\_\_

If yes, with which insurance company? \_\_\_\_\_

Has any policy for Directors and Officers liability Insurance ever been canceled or non-renewed? Yes or No (circle response). If yes, please give detail... \_\_\_\_\_

\_\_\_\_\_

The individual of the organization designated to receive any and all notices from the Insurer or their authorized representative(s) concerning this insurance is:

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

### Part 3: Employer Detail

Total number of: Full Time Employees: \_\_\_\_\_ Part Time Employees: \_\_\_\_\_

Total number of Employees with annual salaries in excess of 50,000? \_\_\_\_\_

How many of these employees have annual salaries in excess of 100,000? \_\_\_\_\_

Does the organization have a written procedure for hiring and firing employees? Yes or No

Does a lawyer or human resource person review involuntary employment terminations prior to termination of an employee? Yes or No (circle response)

Has there been a reduction of employees in the past 12 months? Yes or No (circle response)

Is a reduction of employees anticipated in the next 12 months? Yes or No (circle response)

### Part 4: Claim Information

Within the last 5 years has the organization or any individual proposed for insurance received any inquiry, complaint or notice of hearing from any Municipal, State Administrative Agency, Federal Regulatory Authority or Congressional or Legislative Committee of similar such agency? Yes or No If yes, please explain... \_\_\_\_\_

Within the last 5 years, has any claim been made, or is any claim now pending, against the organization, or any person proposed for Insurance in the capacity of either Director, Officer, Trustee, Employee or Volunteer of the organization? Yes or No (circle response) IF YES, ADVISE ON A SEPARATE SHEET DETAILS OF THE DIRECTORS & OFFICERS LIABILITY INSURANCE AND REMEDIAL MEASURES TAKEN TO PREVENT A RECURRENCE OF SUCH CLAIM(S). \_\_\_\_\_

Is any person proposed for this insurance aware of any fact, circumstance or situation which may result in a claim against the organization or any of its Directors, Officers, Trustees, Employees, or Volunteers? Yes or No (circle response) If yes, give detail. \_\_\_\_\_

- **Attach Financials**
- **Attach District Directory**

The undersigned declares that to the best of his/her knowledge and belief the statements set forth herein are true. The undersigned further declares that any occurrence or event taking place prior to the effective date of the insurance applied for which may render inaccurate, untrue, or incomplete will immediately be reported in writing to the Insurer and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer.

**Signature:** \_\_\_\_\_

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

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

## TRAVELERS CYBERRISK COVERAGE INCLUDES THE FOLLOWING INSURING AGREEMENTS:

### Liability Insuring Agreements:



#### **PRIVACY AND SECURITY**

Coverage for claims arising from unauthorized access to data, failure to provide notification of a data breach where required by law, failure to destroy confidential information, failure to comply with a privacy policy, wrongful collection of private or confidential information, failure to prevent a security breach that results in the inability of authorized users to gain system access, the participation in a DDoS attack or the transmission of a computer virus.



#### **MEDIA**

Coverage for claims arising from copyright infringement, plagiarism, defamation, libel, slander and violation of an individual's right of privacy or publicity in electronic and printed content.



#### **REGULATORY**

Coverage for administrative and regulatory proceedings, civil and investigative demands brought by domestic or foreign governmental entities or claims made as a result of privacy and security acts or media acts.

### Breach Response Insuring Agreements:



#### **PRIVACY BREACH NOTIFICATION**

Coverage for costs to notify and provide services to individuals or entities who have been affected by a data breach. Examples include call center services, notification, credit monitoring and the cost to purchase identity fraud insurance.



#### **COMPUTER AND LEGAL EXPERTS**

Coverage for costs associated with analyzing, containing or stopping privacy or security breaches; determining whose confidential information was lost, stolen, accessed or disclosed; and providing legal services to respond to such breaches.



#### **BETTERMENT**

Coverage for costs to improve a computer system after a security breach, when the improvements are recommended to eliminate vulnerabilities that could lead to a similar breach.



#### **CYBER EXTORTION**

Coverage for ransom and related costs associated with responding to threats made to attack a system or to access or disclose confidential information.



#### **DATA RESTORATION**

Coverage for costs to restore or recover electronic data, computer programs or software lost from system damage due to computer virus, denial-of-service attack or unauthorized access.



#### **PUBLIC RELATIONS**

Coverage for public relations services to mitigate negative publicity resulting from an actual or suspected privacy breach, security breach or media act.

### Cybercrime Insuring Agreements:



#### **COMPUTER FRAUD**

Coverage for loss of money securities or other property due to unauthorized system access.



#### **FUNDS TRANSFER FRAUD**

Coverage for loss of money or securities due to fraudulent transfer instructions to a financial institution.



#### **SOCIAL ENGINEERING FRAUD**

Coverage for loss of money or securities due to a person impersonating another and fraudulently providing instructions to transfer funds.



#### **TELECOM FRAUD**

Coverage for amounts charged by a telephone service provider resulting from an unauthorized person accessing or using an insured's telephone system.

### Business Loss Insuring Agreements:



#### **BUSINESS INTERRUPTION**

Coverage for loss of income and expenses to restore operations as a result of a computer system disruption caused by a virus or computer attack, including the voluntary shutdown of systems to minimize the business impact of the event.



#### **DEPENDENT BUSINESS INTERRUPTION**

Multiple coverage options for loss of income and expenses to restore operations as a result of an interruption to the computer system of a third party that the insured relies on to run their business.



#### **SYSTEM FAILURE**

Coverage for loss of income and expenses to restore operations as a result of an accidental, unintentional and unplanned interruption of an insured's computer system.



#### **REPUTATIONAL HARM**

Coverage for lost business income that occurs as a result of damage to a business's reputation when an actual or potential cyber event becomes public.



[travelers.com](https://travelers.com)

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

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As required by Chapter 2271, Government Code, McDonald & Wessendorff Insurance hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the policies included in this proposal. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**Foreign Terrorists Organizations.** Pursuant to Chapter 2252, Texas Government Code, McDonald & Wessendorff Insurance represents and certifies that, at the time of execution of this proposal neither McDonald & Wessendorff Insurance, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

**Fossil Fuels Boycott Verification.**

As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, McDonald & Wessendorff Insurance hereby verifies that McDonald & Wessendorff Insurance, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

**Firearms Discrimination Verification.**

As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, McDonald & Wessendorff Insurance hereby verifies that McDonald & Wessendorff Insurance, including any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

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RESOLUTION AUTHORIZING INDEMNIFICATION OF DIRECTORS

THE STATE OF TEXAS

COUNTY OF HARRIS

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

§  
§  
§

WHEREAS, Harris County Municipal Utility District No. 109 (the “District”) is a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined it is in the best interest of the District to indemnify its directors and former directors to the fullest extent allowed by law against all third-party claims and demands asserted against a director or former director by reason of his service on the Board;

NOW, THEREFORE, BE IT RESOLVED:

1. The District hereby indemnifies its directors and former directors to the fullest extent allowed by law against all third-party claims and demands asserted against a director or former director by reason of his service on the Board.

2. Such indemnification shall be paid from current available revenues and shall be paid only to the extent insurance proceeds are not available to cover the claim or loss.

3. The President and the Secretary of the Board are authorized to evidence adoption of this Resolution on behalf of the Board and to do all other things necessary or proper to carry out the intent hereof.

Dated: May 20, 2025.

\*

\*

\*

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

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

Attest: \_\_\_\_\_  
Secretary



**Harris Central Appraisal District  
OFFICE OF CHIEF APPRAISER**

---

TO: Presiding Officers or Governing Bodies of Conservation and Reclamation Districts

FROM: Roland Altinger, Chief Appraiser

SUBJECT: Deadline for Conservation and Reclamation Districts for 2026 Board of Directors Appointment Process

DATE: May 1, 2025

This year the Harris Central Appraisal District will appoint two members to the Board of Directors to replace two members whose terms will expire on December 31, 2025. In order for conservation and reclamation districts to participate in the appointment process, at least one conservation and reclamation district must deliver a written request to the chief appraiser **by June 2, 2025**, indicating its desire to nominate a candidate and vote for an appointee.

Once the chief appraiser receives a written request from at least one conservation and reclamation district by **June 2, 2025**, all conservation and reclamations districts will be able to nominate one person to appear on the ballot. A conservation and reclamation district's eligibility to vote and the number of votes a district may cast will be determined in accordance with Section 6.03(d) of the Texas Property Tax Code.

If the chief appraiser receives a written request from at least one conservation and reclamation district to participate in the nomination and voting process, you will receive separate nomination and voting letters, if applicable, from the chief appraiser.

Written requests must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 **to arrive before 5:00 p.m. on June 2, 2025. Requests may be submitted via e-mail to [cguerra@hcad.org](mailto:cguerra@hcad.org). However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.**

Requests that arrive after June 2, 2025, will be considered invalid.

If you have questions about the board selection process, please call me at 713/957-5299.

Sincerely,

Roland Altinger, RPA  
Chief Appraiser

cc: Attorneys