

MINUTES OF BOARD OF DIRECTORS MEETING
SEPTEMBER 16, 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 September 16, 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, except Director Bone, thus constituting a quorum. Also attending all or parts of the meeting were Ms. Yvonne Luevano and Ms. Darce’ Ahlschlager of Wheeler & Associates, Inc.; Sergeant J. Boepple; Lieutenant Steve Romero, and Deputy E. Krieg of Harris County Precinct 4 Constable’s Office; Mr. David Wood of Robert W. Baird & Co. (“Baird”), financial advisor for the District; Mr. Tim Spencer of Ad Valorem Appraisals, tax assessor and collector for the District; Mr. Corey Burton of Municipal Accounts & Consulting, LP (“MAC”), bookkeeper for the District; Mr. Chris Meinhardt of BGE, Inc. (“BGE”), engineer for the District; Mr. Clint Gehrke of Water Waste Water Management Services, Inc. (“WWWMS”), operators for the District; and Mr. Dimitri Millas, Ms. Leslie Bacon 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.** President Parker recognized Ms. Ahlschlager and Ms. Luevano. Ms. Ahlschlager presented to the Board information and services provided by Wheeler & Associates, Inc. Ms. Ahlschlager and Ms. Luevano left at this time.

2. **Minutes.** The Board considered the proposed minutes of the meeting held on August 19, 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 August 19, 2025, as presented.

3. **Security Report.** President Parker recognized Lieutenant Romero, who reviewed the Security Report for the month of August 2025, a copy of which is attached hereto as *Exhibit B*. Upon motion by Director Sulpizio, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Security Report.

4. **Approve and authorize filing of Continuing Disclosure Report.** Ms. Bacon stated that this item is deferred.

5. **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 September 16, 2025 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit C*. Mr. Gehrke reported that 90.54% of the water pumped was billed for the period August 1, 2025 through August 31, 2025.

Mr. Gehrke reported on various maintenance items.

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 Operations Report, approve the termination of delinquent accounts in accordance with the terms of the District's Rate Order.

6. **Consider quote for fire hydrant repairs and painting and take appropriate action.** President Parker stated that last month Mr. Gehrke provided a quote for painting 315 hydrants in the amount of \$93,000. Discussion ensued. It was the consensus of the Board to use red and black as the hydrant colors.

Upon motion by Director Sulpizio, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the quote for painting 315 hydrants in the amount of \$93,000.

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

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 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.

8. **Review Financial Advisor's Tax Rate Analysis and Adopt Order Designating Officer to Calculate and Publish Tax Rate for 2025.** President Parker recognized Mr. Wood, who presented to and reviewed with the Board the financial advisor's tax rate analysis and recommendation, a copy of which is attached hereto as *Exhibit E*. He recommended that the Board levy a total tax rate of \$0.435 per \$100 of assessed valuation, composed of an operations and maintenance tax of \$0.235 and a debt service tax of \$0.20. Discussion ensued.

The Board reviewed an Order Designating Officer to Calculate and Publish Tax Rates and Taking Other Actions In Connection With the Levy of a Tax for 2025 (the "Tax Order"), a copy of which is attached hereto as *Exhibit F*.

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 adopt the Order, thereby authorizing the tax officer to publish the proposed tax rate of \$0.435 per \$100 assessed valuation (\$0.20 for debt service and \$0.235 for operations and maintenance).

9. **Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report.** President Parker recognized Mr. Burton, who presented

to and reviewed with the Board the Bookkeeper's Report, a copy of which is attached hereto as *Exhibit G*.

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

10. **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 H*.

Mr. Meinhardt reported on the Wastewater Treatment Plant Belt Press Replacement/Belt Press Building Rehabilitation. He stated that the contracts are signed and that BGE anticipates scheduling the preconstruction meeting within the next two weeks.

Mr. Meinhardt reported on the Sanitary Sewer Rehabilitation. He stated that BGE is currently working on the plan set and that BGE anticipates the design plans to be 50% complete by the end of October.

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 the Notice to Proceed was issued for August 25, 2025 and that the submittal reviews are ongoing. He noted that the contractor plans to mobilize at the end of September/beginning of October.

Mr. Meinhardt reported on the Interconnect with Harris County Municipal Utility District No. 46 ("HCMUD No. 46"). He stated that BGE anticipates the project area to be surveyed by the end of September.

Mr. Meinhardt reported on Water Plant No. 1 Ground Storage Tank Replacement. He stated that the coating interior of the tank is ongoing. He reported that BGE was contacted by a resident at 19410 Forest Timbers Court on September 10, 2025 regarding property damage due to overspray (three cars, patio furniture and home). He reviewed pictures of the damage. He noted that the contractor, Schier, was contacted and asked to address the issue. He stated that Schier apologized and would contact the resident to resolve the issue. He presented Pay Estimate No. 5 in the amount of \$105,384.60 for approval.

Mr. Meinhardt reported on Water Plant No. 1 and No. 2 Electrical Improvements. He stated that BGE anticipates 10% design plans by the end of September.

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

Mr. Meinhardt reported on the GIS. He stated that BGE's team continues updating the District's GIS application and anticipates the completion before the October meeting.

Mr. Meinhardt reported on Capacity Commitments. He stated that he has been in contact with Mr. Gilbert and is waiting for documentation from Mr. Gilbert showing what was paid to the

District for the utility extension across FM 1960.

Upon motion by Director Sulpizio, seconded by Director Green, after full discussion and the question being put to the Board, the Board voted unanimously to: (1) approve the Engineer's Report; (2) and approve Pay Estimate No. 5 in the amount of \$105,384.60 for the Water Plant No. 1 Ground Storage Tank Replacement.

11. **Consider Tax Collector contracts and take appropriate action.** President Parker informed the Board that Mr. Spencer is resigning from the industry. The Board thanked Mr. Spencer for his year of service. Mr. Spencer left the meeting at this time.

The Board reviewed contracts for tax assessor services from Board Leared Interests, Wheeler & Associates, Inc., and Tax Tech, Inc., copies of which are attached hereto *as Exhibits I, J, and K*. Discussion ensued.

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 contract with Bob Leared Interests, thereby engaging Bob Leared Interests as the District's new tax assessor collector.

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

* * *

The above and foregoing minutes were passed and approved by the Board of Directors on October 21, 2025.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

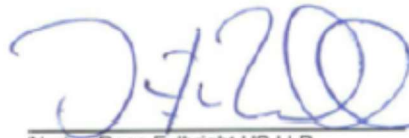
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

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, September 16, 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 August 19, 2025;
3. Report by Harris County Precinct Four Constable and take any necessary action;
4. Approve and authorize filing of Continuing Disclosure Report;
5. Approve Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order;
6. Consider quote for fire hydrant repairs and painting and take any appropriate action;
7. Review Tax Collector's Report and authorize payment of certain bills;
8. Consider Tax Collector contracts and take appropriate action;
9. Review Financial Advisor's Tax Rate Analysis and Adopt Order Designating Officer to Calculate and Publish Tax Rate for 2025;
10. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
11. 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, 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.

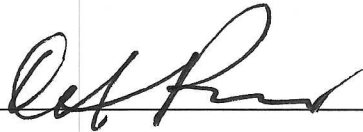
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CERTIFICATE OF POSTING NOTICE
OF MEETING OF BOARD OF DIRECTORS

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

I hereby certify that on Sept. 10, 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 10 day of September 2025.



Jane Maher

From: Russell Lambert < russ@texasnetwork.com >
Sent: Tuesday, September 9, 2025 5:32 PM
To: Jane Maher
Cc: The Texas Network
Subject: RE: 109 & AJOB September Postings

Follow Up Flag: Follow up
Flag Status: Flagged

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 September 16, 2025 notice of public meeting on the website at the following location:
<https://www.waterdistrict109.com/meetings>

Russell Lambert
russ@texasnetwork.com

From: Jane Maher <jane.maher@nortonrosefulbright.com>
Sent: Tuesday, September 9, 2025 2:00 PM
To: Russell Lambert < russ@texasnetwork.com >
Cc: The Texas Network <support@texasnetwork.com>
Subject: 109 & AJOB September Postings

Good afternoon,

Please post the attached agendas for 109 & AJOB. Please note that with recent legislative changes, agendas must be posted at least 3 full business days in advance, so the agendas must be posted by tomorrow. Please return the certificates of posting to me 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

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To reply to our email administrator directly, send an email to nrfus.postmaster@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

Monthly Contract Stats

HARRIS CO MUNICIPAL UTILITY DIST #109

For August 2025

Categories

Burglary Habitation: 1	Burglary Vehicle: 3	Theft Habitation: 0
Theft Vehicle: 0	Theft Other: 2	Robbery: 0
Assault: 0	Sexual Assault: 0	Criminal Mischief: 2
Disturbance Family: 14	Disturbance Juvenile: 0	Disturbance Other: 4
Alarms: 7	Suspicious Vehicles: 10	Suspicious Persons: 12
Runaways: 0	Phone Harrassment: 0	Other Calls: 651

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	55	13	5	0	0	65	1100	2	914	19
H68	44	32	27	2	3	39	0	1	699	19
H69	43	16	13	0	0	22	0	0	1087	21
TOTAL	142	61	45	2	3	126	1100	3	2700	59

Summary of Events

Alarms:

Deputies responded to 7 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.

19100 Moon Trail Dr- Deputy conducted a traffic stop. Investigation revealed the violator operating the motor vehicle did not have a DL or financial responsibility, vehicle was towed

5400 FM 1960 Rd E- Deputy conducted a traffic stop. A report was completed for intelligence gathered on a massage parlor in the area.

Burglary Habitation:

19400 Atasca Oaks Dr – Deputy responded to a burglary. Unknown suspect (s) forced entry into the complainant's house, ransacked it, and fled undetected. No items reported stolen.

Burglary Motor Vehicle:

19100 Moon Trail Dr- Deputy responded to a BMV. Investigation revealed unknown suspect(s) forced entry into the complainant vehicle, stole property.

5900 Kelly Mill Ln – Deputy responded to a BMV. Unknown suspect(s) forced entry into the vehicle and fled undetected. No items reported stolen.

20000 Burle Oak Dr- Deputy responded to a BMV. Investigation revealed unknown suspect(s) forced entry into the complainant vehicle and stole property.

Theft Other:

5600 Upper Lake Dr – Deputy responded to a theft. An unknown suspect (s) stole lawn equipment from the complainant's trailer while he was working.

5800 Forest Timbers Dr – Deputy was flagged down regarding a theft. Unknown Hispanic couple stole the complainant's money bag that was sitting on a table during their garage sale.

Criminal Mischief:

20100 Burle Oak Dr- Deputy responded to a criminal mischief. Investigation revealed an unknown vehicle damaged mailbox.

19100 Moon Trail Dr- Deputy responded to a criminal mischief. Investigation revealed unknown suspect(s) caused damage to the complainant's vehicle.

Family Disturbance:

20200 Glen Burn Ct – Deputy responded to a family disturbance. An altercation took place and one party was arrested.

19300 Kristen Park Ct – Deputy responded to a family disturbance. An altercation took place. No charges filed.

5900 Bent Tree Ct – Deputy responded to a family disturbance. An altercation took place and one party was arrested.

19500 Shinwood Dr - Deputy responded to a family disturbance. An altercation took place and one party was arrested.

19200 Merrillwood Dr – Deputy responded to a family disturbance. An altercation took place. No charges filed.

19700 Oak Branch Ct - Deputy responded to a family disturbance. An altercation took place. No charges filed.

20000 Faye Oaks- Deputy responded to a family disturbance. An altercation took place and one

party was arrested.

18700 Artesian Way- Deputy responded to a family disturbance. An altercation took place. No charges filed.

20100 Forest Timber Dr- Deputy responded to a family disturbance. Investigation revealed family members engaged in a disturbance. A family member was arrested for interfering with public duties.

19000 Lakeshire St- Deputy responded to a family disturbance. An altercation took place. No charges filed.

5400 Fawn Trail Ln- Deputy responded to a family disturbance. An altercation took place. No charges filed.

20000 Bambiwoods Dr- Deputy responded to a family disturbance. An altercation took place and a warrant was filed.

4500 Fm 1960 Rd E- Deputy responded to a family disturbance. An altercation took place. No charges filed.

5400 Deer Timbers Trl- Deputy responded to a family disturbance. An altercation took place. No charges filed.

Suspicious Vehicles:

Contract patrol deputies responded to 10 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 12 suspicious person calls within the community. All these scenes were utilized to gather intelligence and were all cleared without incident after thorough investigations.

Other:

19400 Forest Timbers Ct –Deputy responded to a mental health crisis. The consumer was transported to the hospital.

19300 Tree Trail Ct – Deputy responded to a missing person. A report was taken, and the male was later found deceased of natural causes by the Humble Police Department.

5702 Forest Timbers Dr - Deputy responded to a mental health crisis. The consumer was transported to the hospital.

19700 River Brook Ct – Deputy responded to a lost property. After a cross-country road trip, the complainant realized he was missing his front license plate.

19400 Cluster Oaks Dr – Deputy responded to a fraudulent use of identification. An unknown suspect did fraudulent activity in the complainant's accounts.

5600 Green Timbers – Deputy responded to an indecent exposure. A male was arrested.

6000 Summer Oaks Dr – Deputy responded to an abandoned vehicle. The vehicle was towed.

20100 Big Timber Dr- Deputy responded to a mental health call. Investigation revealed the consumer did not meet criteria to get EDO.

5300 FM 1960 Rd E- Deputy responded to a stranded motor vehicle. The vehicle was towed.

5600 FM 1960 Rd E- Deputy responded to a disturbance other. Investigation revealed a group of friends were involved in a verbal altercation. The group was separated.

5400 Quail Tree Ln- Deputy responded to a disturbance. A person on scene had a warrant and was arrested.

5400 FM 1960 Rd E- Deputy conducted a traffic stop. Investigation revealed the violator had an open warrant out of HCSO. The subject was transported to jail.

19100 Moon Trail Dr- Deputy responded to an FSGI. Investigation revealed an unknown vehicle damaged the complainant's vehicle and did not stay to leave information.

5100 Moonshadows Dr – Deputy responded to a discharge of firearm call. An unknown suspect fired rounds at the dead end of the street into the woods. No damage or injuries reported.

19100 Timber Forest Dr – Deputy responded to a minor accident in the business parking lot. A report was completed after they agreed to repair civilly.

5300 Moonshadows Dr – Deputy responded to a mental health crisis. The consumer was transported to the hospital.

WWWMS, INC.
HARRIS COUNTY MUD # 109
OPERATIONS REPORT
Tuesday, September 16, 2025

BILLING AND COLLECTION RECAP:

DEPOSITED IN YOUR ACCOUNT LAST MONTH:

Period Ending:	Aug-25
Deposit:	\$ 7,456.52
Penalty:	\$ 2,148.03
Water:	\$ 59,214.47
Sewer:	\$ 70,694.50
Inspection:	\$ 573.22
Voluntary Fire & EMS:	\$ -
Misc:	\$ 7,112.21
NHCRWA:	\$ 19,933.01
Reconnect:	\$ -
NSF Fee:	\$ 175.00
Total Collections:	\$ 167,306.96

CURRENT BILLING:

Period Ending:	Sep-25
Deposit:	\$ -
Penalty:	\$ 3,151.59
Water:	\$ 53,797.02
Sewer:	\$ 67,121.56
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 3,110.00
NHCRWA:	\$ 64,082.80
Total Billing:	\$ 192,063.97

CUSTOMER AGED RECEIVABLES:

30 Day	5%	\$ 9,638.14
60 Day	12%	\$ 23,509.59
90 Day	5%	\$ 9,048.86
120 Day	14%	\$ 26,673.62
Overpayments		\$ (8,834.27)
Total Receivables:		\$ 60,035.94

HGCSD PERIOD: 8/1/25 THRU 8/31/25

Period 6/1/25 thru 5/31/26

MONTHLY TOTAL

Gallons Authorized:	450.000	MG
Current Month Produced:	32.793	MG
Cum. Gallons Produced:	85.531	MG
Auth. Gallons Remaining:	364.469	MG
Avg. Gallons Per Month:	28.510	MG
Permit Months Remaining:	9	

WATER PLANT OPERATIONS:

Period: 8/1/2025 thru 8/31/2025

MONTHLY TOTAL

Production:	31.783	MG
Amount Purchased:	0.000	MG
Total Amount:	31.783	MG
Consumption: (Billed)	27.275	MG
46 I/C	0.000	MG
Maint. / Leaks / Flushing	0.700	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	28.775	MG
Daily Average Production:	0.831	MG
Percent Accounted For:	90.54%	

NEW METER INSTALLATIONS:

Residential:	0
Commercial:	0
Total:	0

CONNECTION COUNT:

Residential:	3010
Commercial:	103
Clubs/Schools:	1
Irrigation:	19
Vacant:	46
Builders:	28
Vacation:	0
No Bill:	6
	3213
New Finals and Transfers	-39
	3174

ACCOUNTS SENT TO COLLECTIONS:

Total of (0)

HARRIS COUNTY MUD #109

ACTIVITY REPORT

September 16, 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 AUGUST 2025
- D.) Billing / Recap Summary Report

Item 2: Water Plant 1

- A.) Contractor painted interior of ground storage tank.
Receive call from resident regarding paint over spray.
- B.) See attached pictures of ground storage tank interior.

Item 3: Lift Station 1

ATS - Automatic Transfer Switch control board defective causing generator to run continuously.
Contacted Cummin Generator to investigate controller.

Item 4: Lift Station 1 & 6

ATS membrane screen defective due UV damage.
Replaced membrane and installed Shade Aid cover over new membrane.

Item 5: Lift Station 2

Order membrane screen for ATS.

Item 6: TCEQ Letter attached reference to NOV (Notice of Violation.)

Failure to submit required chemical analysis sample results.
Provided necessary document to prove water plant is out of service.
TCEQ rejected violation, no further action or public notice is needed.
(See attached email from TCEQ)

Item 7: Cut off Report / Status on Arrears Account

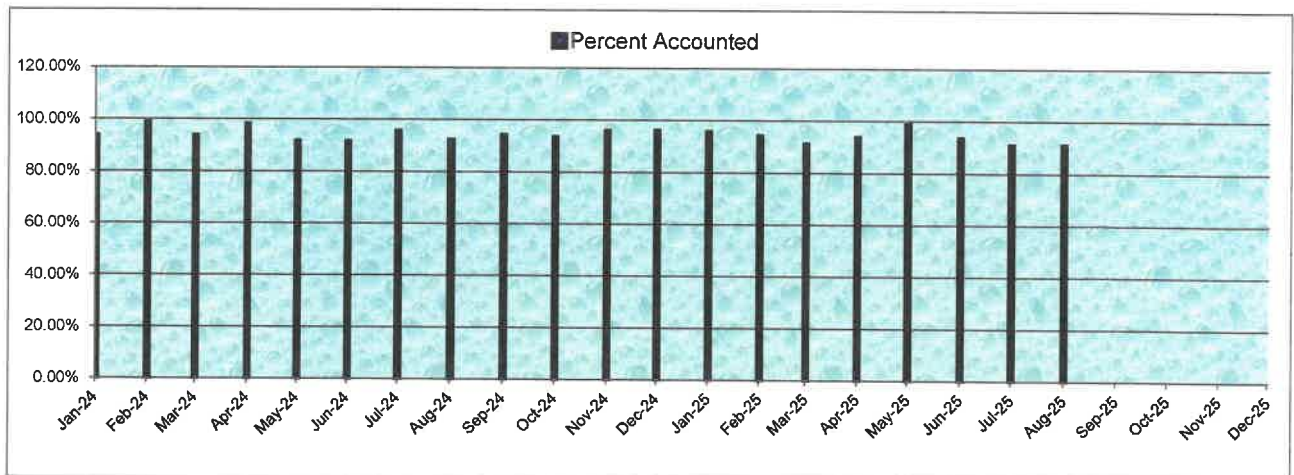
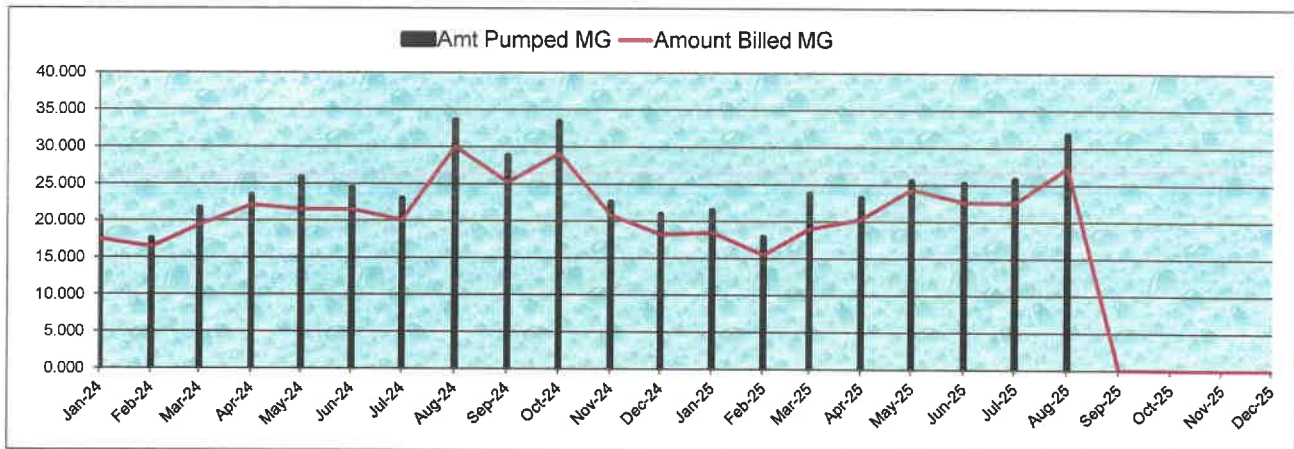
- A.) Due Date: 9/8/2025
- Door hangers: 9/15/2025
- Cut offs: 9/18/2025

HARRIS COUNTY MUD #109

WATER PRODUCTION REPORT

September 16, 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	25.550	24.333	0.000	0.000	0.800	25.133	98.37%
Jun-25	25.170	22.607	0.000	0.000	0.800	23.407	93.00%
Jul-25	25.751	22.499	0.000	0.000	0.800	23.299	90.48%
Aug-25	31.783	27.275	0.700	0.000	0.800	28.775	90.54%
Sep-25							
Oct-25							
Nov-25							
Dec-25							
Total	489.904	431.339	15.165	0.000	16.000	458.339	1875.15%
Average	24.495	21.567	0.758	0.000	0.800	22.917	93.76%



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

<i>Billing Period</i>	<i>Rate per 1,000 gallons</i>	<i>Due Date</i>
August 01-31, 2025	\$2.60 groundwater \$3.05 surface water	October 18, 2025

Gallons of Groundwater Pumped for Billing Period

	Start Meter Reading	End Meter Reading	Total
Well #2083	192,943 x1000	225,652 x1000	32,709,000
Well #4448	0	0	0
Adjustment			0

Gallons of Surface Water Pumped for Billing Period

	Start Meter Reading	End Meter Reading	Total

Water imported from outside NHCRWA

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

Miscellaneous water (not billed)

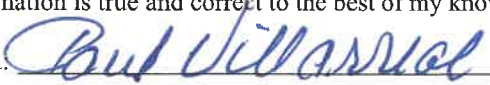
Other entity	Water Type	Direction	Amount
	Groundwater	Out	

1	Enter total gallons of groundwater pumped and/or imported	32,709,000
2	Divide by 1000	32,709
3	Total groundwater fee due (multiply line 2 x \$2.60)	\$85,043.40
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	\$72,782.15

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: September 12, 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.

HARRIS COUNTY MUD 109

JANUARY 2025 THROUGH DECEMBER 2025 ANNUAL RECAP COLLECTIONS REPORT

COLLECTIONS:	January	February	March	April	May	June	July	August	September	October	November	December
	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025
WATER PAYMENTS	\$ 51,607.24	\$ 49,258.69	\$ 47,662.63	\$ 60,012.24	\$ 28,131.64	\$ 44,744.67	\$ 64,735.29	\$ 59,214.47				\$ 405,366.87
SEWER PAYMENTS	\$ 63,174.96	\$ 59,850.19	\$ 60,042.94	\$ 61,688.69	\$ 18,736.37	\$ 47,176.66	\$ 72,726.60	\$ 70,694.50				\$ 454,090.91
PENALTY PAYMENTS	\$ 4,628.86	\$ 3,839.04	\$ 3,497.29	\$ 3,623.57	\$ 1,660.28	\$ 1,423.42	\$ 2,503.43	\$ 2,148.03				\$ 23,423.92
NHCRWA	\$ 65,411.45	\$ 63,692.76	\$ 55,582.09	\$ 33,753.54	\$ 2,825.89	\$ 6,418.71	\$ 14,930.51	\$ 19,933.01				\$ 252,547.96
RECONNECT FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
MISCELLANEOUS	\$ 5,160.65	\$ 6,203.38	\$ 4,785.15	\$ 4,980.40	\$ 3,925.21	\$ 4,359.96	\$ 7,274.33	\$ 7,112.21				\$ 43,806.32
DEPOSIT	\$ 3,400.00	\$ 5,800.00	\$ 4,500.00	\$ 6,275.00	\$ 5,050.00	\$ 4,300.00	\$ 8,025.00	\$ 7,456.52				\$ 44,606.52
NSF FEES	\$ 214.64	\$ 35.00	\$ 140.00	\$ 420.00	\$ 70.00	\$ 178.23	\$ 271.17	\$ 175.00				\$ 1,504.04
INSPECTION FEES	\$ 801.00	\$ 801.00	\$ 841.00	\$ 721.00	\$ 160.00	\$ 593.62	\$ 1,204.43	\$ 573.22				\$ 5,695.33
TOTAL DEPOSIT	\$ 194,398.80	\$ 189,385.06	\$ 177,051.10	\$ 171,474.44	\$ 60,556.39	\$ 109,195.27	\$ 171,670.85	\$ 167,306.96	\$ -	\$ -	\$ -	\$ 1,241,041.87
ARREARS BREAKDOWN												
30 DAYS	\$ 43,114.29	\$ 44,478.21	\$ 39,473.15	\$ (184,211.45)	\$ 84,223.43	\$ 31,253.75	\$ (11,761.39)	\$ 9,638.14				\$ 56,208.13
60 DAYS	\$ 14,367.40	\$ 11,961.25	\$ 14,788.84	\$ 28,131.64	\$ 14,024.80	\$ 35,207.18	\$ 27,723.43	\$ 23,509.59				\$ 169,714.18
90 DAYS	\$ 4,416.96	\$ 3,160.98	\$ 2,658.42	\$ 2,572.28	\$ 4,565.02	\$ 5,544.29	\$ 10,200.93	\$ 9,048.86				\$ 42,167.74
120 DAYS	\$ 21,204.14	\$ 25,216.48	\$ 27,297.46	\$ 24,318.42	\$ 22,387.84	\$ 23,748.38	\$ 24,352.70	\$ 26,673.62				\$ 195,199.04
OVER PAYMENTS	\$ (8,471.56)	\$ (8,475.75)	\$ (8,768.45)	\$ (15,734.89)	\$ (9,328.78)	\$ (7,518.74)	\$ (9,177.35)	\$ (8,834.27)				\$ (76,309.79)
TOTAL ARREARS	\$ 74,631.23	\$ 76,341.17	\$ 75,449.42	\$ (144,924.00)	\$ 115,672.31	\$ 88,234.86	\$ 41,398.37	\$ 60,035.94	\$ -	\$ -	\$ -	\$ 386,979.30

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



PWS_1010620_CO_20250819_NOV
RN101396968
CN600736771

Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

August 19, 2025

Delivered Via Regular Mail

HARRIS COUNTY MUD 109
PARKER H OWEN, PRESIDENT
1301 MCKINNEY ST STE 5100
HOUSTON, TX 77010-3095

SUBJECT: Notice of Violation: CHEMICAL MONITORING, ROUTINE MAJOR
HARRIS COUNTY MUD 109 - PWS ID NO. TX1010620
HARRIS County, TX

This letter contains important information about compliance requirements for your public water system.

Attention: Public Water System Owner / Manager / Operator

The Texas Commission on Environmental Quality (TCEQ) conducted an investigation to evaluate **HARRIS COUNTY MUD 109's** compliance with State public water system rules. TCEQ has determined that **HARRIS COUNTY MUD 109** failed to submit the required chemical analysis results report(s). The attached Monitoring/Reporting (M/R) Violation Report lists the chemical constituent(s) and associated compliance monitoring period(s) that were not reported to the TCEQ.

Your public water system is required to issue public notification to your customers about the M/R violation(s) as soon as possible, but no later than 12 months after the date the violation was identified in accordance with Title 30, Texas Administrative Code (30 TAC) § 290.122(c). The public notice must use the enclosed mandatory language for every notice and include a brief statement about what you plan to do to fix the problem, as described in 30 TAC § 290.122(d). This statement must describe what actions the water system is taking to correct the violation, and when the water system expects to return to compliance.

Community public water systems, in accordance with 30 TAC § 290.122(c)(2)(C), may use the Consumer Confidence Report (CCR) as a means of delivery for the initial public notification for this M/R violation, and all required repeat notices, under the following conditions: (1) the CCR is provided to your customers served no later than 12 months after the public water system learned of the violations, (2) the notice contained in the CCR must follow the content requirements under 30 TAC §290.272, and (3) the CCR is distributed following the delivery requirements under 30 TAC §290.274.

RECEIVED
AUG 25 2025

BY:

PARKER H OWEN, PRESIDENT
HARRIS COUNTY MUD 109 - PWS ID NO. TX1010620
August 19, 2025
Page 2

The TCEQ recommends that the public water system provide a copy of the Public Notice(s) to local and state officials, such as Mayors, City Council Members, County Commissioners, Judges, and/or State Representatives, that are located in or that represent the affected area(s) served by the system.

You are required to repeat the notice every 12 months for as long as the violation persists. You should use the same method that you used for the initial notice. Please send a copy of the public notification and a signed Certificate of Delivery for Public Notice to this office within 10 days after it has been delivered. Mail to:

**Drinking Water Inventory and Protection Team
TCEQ Public Drinking Water (MC-155)
P.O. Box 13087, Austin, TX 78711-3087**

The TCEQ appreciates your assistance in this matter. Please note that the Texas Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. Failure to submit the required chemical analysis results report(s) listed in the attached Monitoring/Reporting Violation Report to the TCEQ and/or failure to perform public notification as described above may result in formal enforcement action.

To view your public water system information, including the status of your violation(s), and public notice requirements, visit Texas Drinking Water Watch at: <http://dww2.tceq.texas.gov/DWW/>.

If you have questions regarding this **monitoring and reporting violation**, please contact:

Taylor Carson, Chemical Monitoring Coordinator
Phone: (512) 239-4712 Fax : (512) 239-6050
Email: PWSChem@tceq.texas.gov

If you have questions regarding **public notice requirements**, please contact:

Kristine Krieg, Public Notice Compliance Coordinator
Phone: 512-239-5723
Fax: (512) 239-3666
Email: PWSPN@tceq.texas.gov

Sincerely,



Laura Higgins, Section Manager
Drinking Water Standards Section
Water Supply Division
Texas Commission on Environmental Quality

LH/av
Enclosures
cc: TCEQ Region 12

PAUL VILLARREAL, PRESIDENT 13563 Bammel North Houston Rd Houston, TX 77066-2957

Paul Villarreal

Subject:

FW: HC MUD 109 PWS ID TX1010620

From: Taylor Carson <Taylor.Carson@tceq.texas.gov>

Sent: Friday, September 5, 2025 1:14 PM

To: Paul Villarreal <PVillarreal@wwwmsinc.net>

Subject: RE: HC MUD 109 PWS ID TX1010620

Hi Paul,

Thank you for providing documentation showing that the water plant has been offline. I have rejected the 1Q2025 violation and no further action or public notice is needed.

If the plant will remain offline I recommend reaching out to our inventory team to inactive or place the entry point offline so it is no longer susceptible to sampling and further monitoring and reporting violations. I've added their contact below.

Inventory Team Email: PWSINVEN@tceq.texas.gov

Inventory Team Number: 512-239-1071

Please reach out with any questions!

Best,



Taylor Carson

Chemical Compliance Officer

Drinking Water Quality

Water Supply Division

Texas Commission on Environmental Quality

E-mail: Taylor.Carson@tceq.texas.gov

P: (512) 239-4712

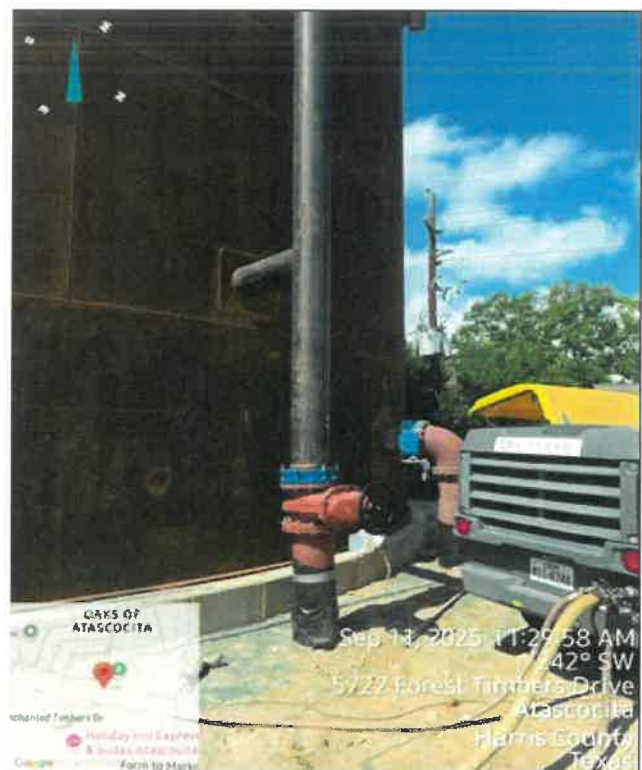
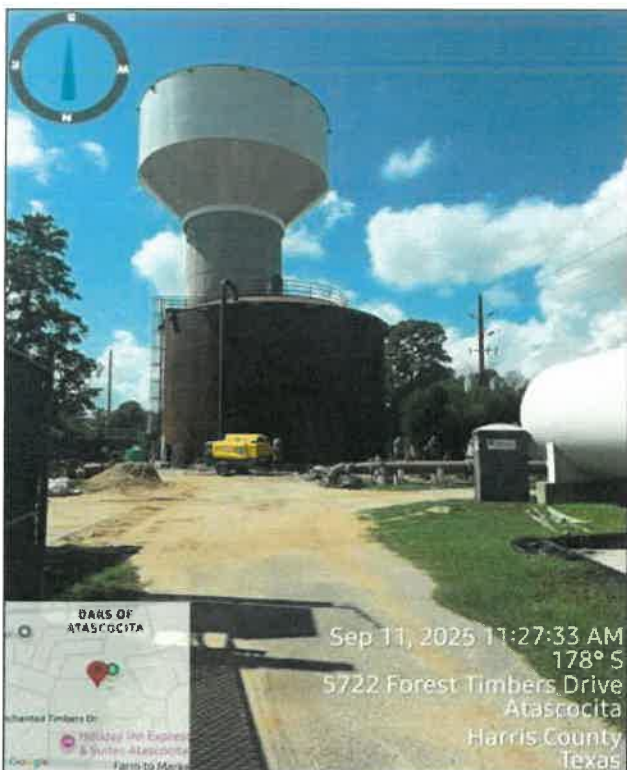
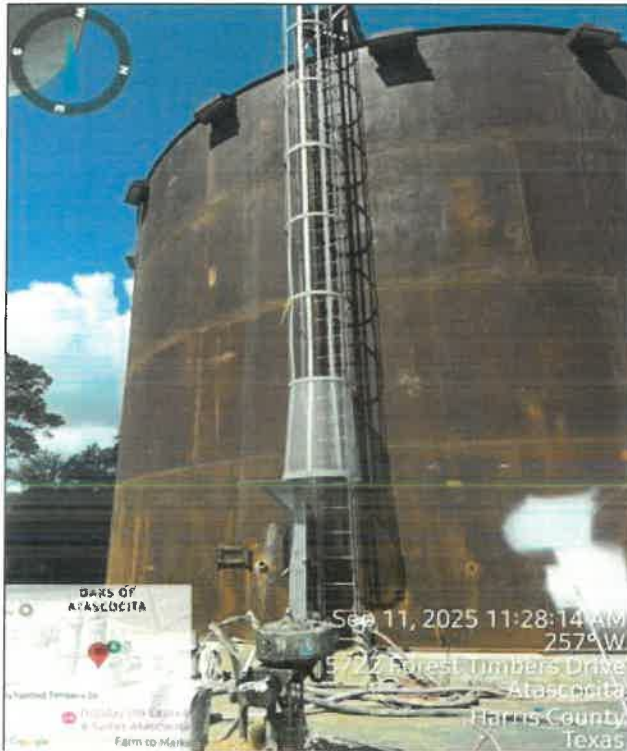
HARRIS COUNTY #109 SEPTEMBER 16TH, 2025

Interior of new ground storage tank.



HARRIS COUNTY #109 SEPTEMBER 16TH, 2025

New ground storage tank.



Harris County Municipal Utility District Number 109

Tax Collector's Report

Table of Contents

August 31, 2025

Cash Receipts and Disbursements	Page 1
Taxes Receivable Summary	Pages 2-3
Tax Collections Detail	Page 4
Taxes Receivable Detail	Pages 5-7

Disbursements for September 16, 2025:

#2504: Ad Valorem Appraisals Inc; TAC Fee-9/2025	\$2,851.69
#2505: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee-8/2025	2,483.15
#2506: Harris Central Appraisal District; Quarterly Assessment	8,044.00
#2507: Avis Bedge Car Rental LLC; Refund 2201797	<u>991.49</u>
Total Disbursements for September 16, 2025	<u>\$14,370.33</u>

Harris County Municipal Utility District Number 109

Adjusted Tax Collector's Report

Current Period Covered: August 1, 2025 to August 31, 2025

Fiscal Year Beginning: June 1, 2025

<u>Cash Receipts and Disbursements</u>	<u>Current Period</u>	<u>Year to Date</u>
Cash Balance at Beginning of Period	\$302,289.47	\$247,836.16
Collections:		
2024 Tax Collections	14,369.05	64,197.95
2023 Tax Collections	1,043.30	6,544.45
2022 Tax Collections	912.59	1,764.29
2021 Tax Collections	0.00	268.65
2014 Tax Collections	0.00	250.87
2013 Tax Collections	0.00	271.89
2012 Tax Collections	0.00	75.88
2011 Tax Collections	0.00	143.89
Penalty and Interest	2,289.96	12,011.24
Tax Attorney Fees	2,483.15	8,891.78
Overpayments	1,454.51	2,661.67
Interest Earned	<u>181.12</u>	<u>503.94</u>
Total Collections	22,733.68	97,586.50
Disbursements:		
Tax Assessor-Collector Fee	2,851.69	8,555.07
Tax Attorney Fee	4,642.44	9,743.18
Appraisal District Quarterly Fee	0.00	7,857.00
Bank Charges	82.35	172.61
Refund Overpayments	<u>0.00</u>	<u>1,648.13</u>
Total Disbursements	<u>7,576.48</u>	<u>27,975.99</u>
Cash Balance at End of Period	<u>\$317,446.67</u>	<u>\$317,446.67</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of August 31, 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	\$4,156,789.13	\$4,073,635.42	\$83,153.71	98.00%
2023	3,962,659.56	3,933,978.70	28,680.86	99.28%
2022	3,775,034.63	3,757,165.99	17,868.64	99.53%
2021	3,383,110.25	3,371,764.61	11,345.64	99.66%
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	2,298,145.93	3,623.89	99.84%
2013	2,097,527.32	2,094,761.85	2,765.47	99.87%
2012	2,071,519.13	2,068,989.90	2,529.23	99.88%
2011	2,121,714.06	2,119,738.95	1,975.11	99.91%
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>\$80,232,836.17</u>	<u>\$80,020,493.51</u>	<u>\$212,342.66</u>	<u>99.74%</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of August 31, 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 August 31, 2025

<u>Property Owner</u>	<u>Account No</u>	<u>Tax Amount</u>	<u>Pen & Int</u>	<u>Atty/Cost</u>	<u>Overpaid</u>	<u>Total Pmt</u>
2024 Tax Collections:						
Various Accounts	21 Accounts	<u>\$14,369.05</u>	<u>\$1,574.12</u>	<u>\$1,948.81</u>	<u>\$1,454.51</u>	<u>\$19,346.49</u>
Total 2024 Tax Collections		<u>14,369.05</u>	<u>1,574.12</u>	<u>1,948.81</u>	<u>1,454.51</u>	<u>19,346.49</u>
2023 Tax Collections:						
Various Accounts	2 Accounts	<u>\$1,043.30</u>	<u>\$323.43</u>	<u>\$273.34</u>	<u>\$0.00</u>	<u>\$1,640.07</u>
Total 2023 Tax Collections		<u>1,043.30</u>	<u>323.43</u>	<u>273.34</u>	<u>0.00</u>	<u>1,640.07</u>
2022 Tax Collections:						
Various Accounts	1 Account	<u>\$912.59</u>	<u>\$392.41</u>	<u>\$261.00</u>	<u>\$0.00</u>	<u>\$1,566.00</u>
Total 2023 Tax Collections		<u>912.59</u>	<u>392.41</u>	<u>261.00</u>	<u>0.00</u>	<u>1,566.00</u>

Summary of Other Collections	<u>\$2,289.96</u>	<u>\$2,483.15</u>	<u>\$1,454.51</u>	<u>\$22,552.56</u>
Interest Earnings				<u>181.12</u>
Total Collected during Month				<u>\$22,733.68</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Detail as of August 31, 2025

<u>Property Owner</u>	<u>Account No.</u>	<u>2024 Tax</u>	<u>2023 Tax</u>	<u>2022 Tax</u>
D:Vineyard Travis & Danelle	102-065-000-0007	\$792.81	\$719.03	\$687.55
D:Gaddis John M	102-068-000-0021	911.55	828.21	793.57
Daniel Rodriguez & Yolanda	102-068-000-0023	125.54	105.82	0.00
D:Catlin Steven L	102-069-000-0004	115.32	106.04	113.27
Garcia Horacio M & Petra R	102-069-000-0012	1,583.12	0.00	0.00
Li Hoa Chi	102-071-000-0032	115.03	0.00	0.00
Hodge Jerry David	108-488-000-0003	977.07	888.45	121.77
Flores Marilu H	108-488-000-0008	577.24	0.00	0.00
D:Murray Keiunta L	108-489-000-0011	1,151.66	0.00	868.34
Deanda Daniela	108-490-000-0031	48.80	124.21	0.00
Gava Daniel A	108-491-000-0013	275.72	0.00	0.00
Lombardi Miguel	108-492-000-0005	1,186.46	1,173.23	0.00
Barton Albert & Brenda	108-492-000-0017	1,002.51	245.18	0.00
Brady Scott	108-492-000-0029	1,067.06	0.00	0.00
Deauquier II Lloyd & Lisa	108-492-000-0031	471.83	857.74	9.20
Faver Tamara L	108-492-000-0034	262.65	0.00	0.00
Aguilar Ana	108-495-000-0008	406.67	0.00	0.00
Ramaswamy Russell	108-495-000-0017	996.82	0.00	0.00
S: Baringer Edward	108-496-000-0008	1,115.11	1,088.68	0.00
Essaamohamedessa Madiana	108-496-000-0025	1,043.22	321.49	0.00
Dehgani Afsheen	108-499-000-0024	2,660.22	0.00	0.00
D:Key Lenora J	109-142-000-0001	0.00	731.29	710.14
S:Daluc Corp	109-142-000-0006	195.38	0.00	0.00
D:Cartwright Diane	109-142-000-0034	746.18	679.67	649.33
Reece Evelyn M	109-143-000-0004	288.42	0.00	0.00
D:Brokaw Sharon	109-144-000-0002	692.39	626.69	597.88
Fisk Gary	109-145-000-0021	874.90	0.00	0.00
B:Chaney Allison K	110-749-000-0019	796.28	0.00	714.88
Makin Karen	110-750-000-0034	720.08	0.00	0.00
S:Carlile Rod	110-750-000-0050	895.59	873.39	830.33
Murphy Carole B	110-752-000-0005	573.73	0.00	0.00
Ramirez Alfred M	110-752-000-0028	941.23	0.00	0.00
B:Dunn Virginia	110-753-000-0007	0.00	299.64	0.00
Craven Truett	110-753-000-0012	825.63	0.00	0.00
S:Deyle Kurt	111-527-000-0010	892.75	820.93	797.18
S:Rodriguez Gregorio & Maria	111-528-000-0010	802.88	738.28	707.89
Mcphee John	111-529-000-0044	676.67	612.23	0.00
Marcantel Jr Hollis & Marilyn	111-530-000-0007	661.24	448.53	0.00
S: Barbosa Jose	111-766-000-0024	1,176.25	0.00	0.00
Astrain Ramiro	111-766-000-0028	1,105.07	0.00	0.00
Shelton Robert	111-767-000-0037	1,067.66	971.75	0.00
Amos David	113-132-000-0026	826.11	0.00	0.00
B:Turner Melissa	113-132-000-0029	652.32	0.00	0.00
Johnson Claudine	113-132-000-0036	839.56	0.00	0.00
Johnson Tommy	113-133-000-0019	232.00	0.00	0.00
Smith James	113-133-000-0026	841.06	0.00	0.00
Akoma James	113-137-000-0006	397.55	0.00	0.00
Rodriguez D	113-137-000-0037	937.10	861.70	0.00
Ayala Mayra	113-140-000-0004	830.75	0.00	0.00
Garcia Edna	113-142-000-0022	820.64	0.00	0.00
D:Sanchez Olga	113-142-000-0043	770.92	698.80	530.39
Richardson Nicole	113-143-000-0004	917.43	0.00	0.00
Cashman Kelly Lynn	113-144-000-0004	450.80	0.00	0.00
Trevino Trust	113-144-000-0014	331.38	420.70	329.16
S:Jackson Keshell	114-139-009-0015	915.47	841.81	817.46
D:Paxton Roy C	114-139-010-0036	897.19	539.14	512.86
Lacour Carey L	114-139-013-0053	855.44	0.00	0.00

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Detail as of August 31, 2025

<u>Property Owner</u>	<u>Account No.</u>	<u>2024 Tax</u>	<u>2023 Tax</u>	<u>2022 Tax</u>
D:Gonzalez Virginia	114-139-015-0003	0.00	419.27	654.28
Vargas Maria	114-139-015-0062	1,007.04	0.00	0.00
Puryear Joy	114-139-016-0007	1,040.03	0.00	0.00
Bambiwoods Drive LLC	114-139-017-0001	760.71	0.00	0.00
Alexander Gerald & Jennifer	114-139-017-0037	1,006.65	664.24	0.00
Tilley Mark	114-350-013-0005	332.57	0.00	0.00
Walton Gregory L	114-350-014-0012	713.87	646.43	617.06
Helston Alcudia	114-350-014-0017	987.89	0.00	0.00
Sanchez Pablo	114-350-014-0091	1,096.54	0.00	0.00
Mech Texas Property LLC	114-350-014-0093	1,204.88	0.00	0.00
Jones Edward A & Agnes	114-350-015-0047	1,175.91	0.00	0.00
B:Quijano Hilda	114-350-016-0016	1,646.80	734.92	0.00
D:Harris Virginia B	114-350-016-0083	1,342.41	1,082.90	1,040.89
D:Delk Leroy	114-350-016-0087	1,152.42	1,049.69	1,008.65
Mitchell Damon	115-511-017-0033	1,444.53	0.00	0.00
Fleming Karen	115-511-017-0034	933.31	0.00	0.00
D:Knight Chris & Terry	115-511-019-0012	1,420.71	1,296.40	1,248.22
Mangini Debra	115-511-021-0031	1,400.05	1,416.14	0.00
B:Alford Gary	115-511-022-0035	0.00	378.67	0.00
S:Weeks Jennifer Michelle	118-705-001-0027	1,190.11	0.00	0.00
Winkler John	118-705-002-0008	1,050.05	0.00	0.00
Wehby Jaqueline	119-300-002-0004	0.00	1,976.14	58.75
Villalobos Maria	119-848-002-0014	108.70	0.00	0.00
Saucedo Judits	119-848-003-0013	296.14	0.00	0.00
Holley Guniganti Kings	120-416-002-0001	24.32	0.00	0.00
Ortiz Brian	120-416-002-0001	2,771.10	0.00	0.00
Holley Guniganti Kings	120-416-002-0007	0.00	0.00	26.28
Justice Jason	121-882-001-0020	4,737.15	0.00	0.00
Frank Jason	121-882-003-0002	4,834.58	0.00	0.00
John Sargent Family Trust	123-226-004-0048	949.42	0.00	0.00
Williams Joshua	138-348-001-0003	1,390.59	0.00	0.00
Allstate insurance Company	0435798	43.38	0.00	0.00
Sticker Time Inc	0950854	49.71	0.00	0.00
Digital Professionals Computer Rep	2064780	0.00	20.94	21.69
Edible Arrangements	2096228	0.00	34.14	0.00
Edible Arrangements	2119710	0.00	212.16	0.00
B & L Capital Inc	2154083	0.00	0.00	19.57
Kevin R Culp	2157330	33.43	35.77	38.56
S:Dupree Express Trucking	2172915	0.00	105.92	539.88
Sammy S Total Image Salon	2063987	0.00	38.55	41.18
S:ARC Insurance Agency	2209050	39.65	40.10	42.84
S:James Lewis	2213148	0.00	0.00	191.81
RB Mobile Repair	2274611	89.15	59.31	0.00
Phones-R-Us Inc	2289501	0.00	0.00	55.42
Tomas A Arden Landaverde	2313791	0.00	0.00	513.69
AB Erosion Control LLC	2327163	112.64	0.00	0.00
OC Freight Inc	2331982	136.26	146.44	0.00
Efficient Automation Services	2337297	392.09	480.36	0.00
HPE Depositor Master Trust	2337670	0.00	0.00	32.32
Gabriel Martinez	2338191	0.00	31.79	0.00
HK Granite & Cabinet Inc	2342853	60.82	60.42	61.79
Sophia Massage	2342875	25.52	25.73	27.26
My House Barber Shop	2343201	0.00	15.58	16.18
Di Maria Fresh Food	2343249	100.15	101.14	107.63
Fresh Ink Media Group	2344047	0.00	50.34	53.78
BI Massage	2344399	15.70	15.78	16.60
Adorn Tattoo	2344404	16.67	16.87	18.02

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Detail as of August 31, 2025

<u>Property Owner</u>	<u>Account No.</u>	<u>2024 Tax</u>	<u>2023 Tax</u>	<u>2022 Tax</u>
Express Wheels & Tires	2348265	32.20	32.13	33.23
AB Erosion Control LLC	2348942	131.35	0.00	0.00
Cabos BBQ LLC	2352871	0.00	137.32	144.77
All Me Hotshot Logistics	2353748	0.00	0.00	72.57
Titb Transport Inc	2375231	0.00	67.65	100.46
Lit Up Smoke Shop	2379414	0.00	0.00	186.46
Fleet Clean Inc	2384334	149.91	168.76	111.47
Audio-Visual Media Inc	2387261	39.59	43.18	53.35
Michael Lloyd Harris	2387430	0.00	172.02	167.09
Abriella Rentals LLC	2388004	342.08	0.00	0.00
Yann P Transport Corp	2388652	603.75	0.00	0.00
Veteran Security Services	2388697	136.20	0.00	0.00
Nikola Gajuc MD	2390168	0.00	0.00	127.16
Roberto Izquierdo Peraza	2391689	83.67	99.48	443.40
Andres Balp	2392979	0.00	37.52	39.55
Torres Joel	2406767	217.50	0.00	0.00
TB Forklifts	2397997	0.00	38.54	0.00
Center Court Pizza	2410353	372.91	0.00	0.00
JMS Inc	2414013	153.01	0.00	0.00
Various Personal Property Accounts		<u>1,423.43</u>	<u>105.49</u>	<u>145.58</u>
Total Receivable		<u>\$83,153.71</u>	<u>\$28,680.86</u>	<u>\$17,868.64</u>

September 16, 2025

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

Re: Levy of 2025 Tax Rate

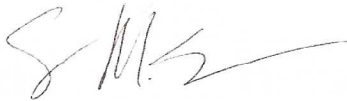
Dear Board Members:

The Harris Central Appraisal District has recently certified the 2025 value for your district at \$889,185,342 and an additional \$69,587,170 remains uncertified. The uncertified value is the Appraisal District's estimated minimum amount of value that will be ultimately certified by the Harris Central Appraisal District. For the 2025 tax year, we anticipate the District will be classified as a Developing District for the purposes of determining the rollback tax rate. Last year, the District's value was certified at \$951,862,896 and the Board of Directors levied a total tax rate of \$0.435 per \$100 of assessed valuation. The tax rate was composed of a maintenance tax rate of \$0.23 per \$100 of assessed valuation and a debt service tax rate of \$0.205 per \$100 of assessed valuation. For illustration purposes, we have enclosed the cash flow analysis based upon our 2025 recommended debt service tax rate. This analysis is based upon the following assumptions:

- 1) A 2025 net taxable value of \$958,772,512 (an increase of approximately 0.73%);
- 2) 98% tax collections;
- 3) No growth beyond January 1, 2025;
- 4) Debt Service Fund balance of \$3,154,144 as of August 19, 2025;
- 5) Interest earnings of 2.00% on surplus funds; and
- 6) Adequate ending debt service coverage balances.

Based on this analysis, we are recommending the Board of Directors consider levying a 2025 total tax rate of \$0.435 per \$100 of assessed valuation composed of a maintenance tax rate of \$0.235 per \$100 of assessed valuation and a debt service tax rate of \$0.20 per \$100 of assessed valuation.

Sincerely,
Robert W. Baird & Co. Incorporated



Stephen M. Eustis
Managing Director

Enclosure(s)

Harris County Municipal Utility District No. 109

2025 Debt Service Tax Rate Analysis

No growth beyond January 1, 2025

Year Ending 5/31	Beginning Fund Balance as of 08/19/2025	Fund Interest Earnings @ 2.000%	Other Income	Other Income	Prior Year AV	AV Growth Percentage	Tax Rate / \$100 of AV	Tax Collections @ 98.00%	Total Funds Available	Current Debt Service	Total Debt Service	Ending Balance	Debt Service Coverage %
2025	3,154,144	13,826	-	-	951,862,896	-	-	-	3,167,970	1,810,213	1,810,213	1,357,758	65.449%
2026	1,357,758	27,155	-	-	958,772,512	0.726%	0.200000	1,879,194	3,264,107	2,074,528	2,074,528	1,189,579	57.307%
2027	1,189,579	23,792	-	-	958,772,512	-	0.200000	1,879,194	3,092,565	2,075,796	2,075,796	1,016,769	48.767%
2028	1,016,769	20,335	-	-	958,772,512	-	0.200000	1,879,194	2,916,299	2,084,966	2,084,966	831,333	39.822%
2029	831,333	16,627	-	-	958,772,512	-	0.200000	1,879,194	2,727,154	2,087,638	2,087,638	639,516	29.997%
2030	639,516	12,790	-	-	958,772,512	-	0.200000	1,879,194	2,531,500	2,131,952	2,131,952	399,549	49.070%
2031	399,549	7,991	-	-	958,772,512	-	0.200000	1,879,194	2,286,734	814,244	814,244	1,472,490	179.038%
2032	1,472,490	29,450	-	-	958,772,512	-	0.200000	1,879,194	3,381,134	822,444	822,444	2,558,690	310.459%
2033	2,558,690	51,174	-	-	958,772,512	-	0.200000	1,879,194	4,489,058	824,163	824,163	3,664,896	441.417%
2034	3,664,896	73,298	-	-	958,772,512	-	0.200000	1,879,194	5,617,388	830,256	830,256	4,787,131	576.915%
2035	4,787,131	95,743	-	-	958,772,512	-	0.200000	1,879,194	6,762,068	829,781	829,781	5,932,287	712.293%
2036	5,932,287	118,646	-	-	958,772,512	-	0.200000	1,879,194	7,930,127	832,844	832,844	7,097,283	849.910%
2037	7,097,283	141,946	-	-	958,772,512	-	0.200000	1,879,194	9,118,423	835,063	835,063	8,283,360	991.351%
2038	8,283,360	165,667	-	-	958,772,512	-	0.200000	1,879,194	10,328,222	835,563	835,563	9,492,659	1129.826%
2039	9,492,659	189,853	-	-	958,772,512	-	0.200000	1,879,194	11,561,706	840,188	840,188	10,721,519	1272.103%
2040	10,721,519	214,430	-	-	958,772,512	-	0.200000	1,879,194	12,815,143	842,819	842,819	11,972,325	1426.359%
2041	11,972,325	239,446	-	-	958,772,512	-	0.200000	1,879,194	14,090,965	839,363	839,363	13,251,603	-
Totals		1,442,169	-	-			Average Tax Rate:	30,067,106		21,411,817	21,411,817		
							0.200000						

Maintenance Tax Rate Information

Maintenance taxes are levied at the discretion of the Board of Directors of the District. Should the Board determine that a maintenance tax is necessary, we estimate the following:

<i>2024 M&O Tax Rate</i>	\$	0.23000	@ a 98.00% collections rate generates \$2,145,499.
<i>Proposed 2025 M&O Tax Rate</i>	\$	0.23500	@ a 98.00% collections rate generates \$2,208,053.
<i>Parity M&O Tax Rate</i>	\$	0.22830	@ a 98.00% collections rate generates \$2,145,100.
<i>M&O Tax Rate to Balance Budget</i>	\$	0.44250	@ a 98.00% collections rate generates \$4,157,717.
<i>Maximum Authorized M&O Tax Rate</i>	\$	1.00000	
<i>Value of One Penny</i>	\$	93,960	@ a 98.00% collections rate.

<i>Last Year's Average Homestead Value</i>	\$	291,604
<i>Last Year's Average Tax Bill</i>	\$	1,268
<i>This Year's Average Homestead Value</i>	\$	295,148
<i>This Year's Proposed Average Tax Bill</i>	\$	1,284
<i>Percentage Change</i>		1.22%
<i>Value of One Penny on This Year's Average Tax Bill</i>	\$	30

<i>Proposed 2025 Total Tax Rate</i>	\$	0.43500
<i>Parity Tax Rate</i>	\$	0.42980
<i>Type of District</i>		Developing District
<i>Total Rate to Avoid a Rollback Election</i>	\$	0.46410
<i>2025 M&O Rollback Rate</i>	\$	0.24540 @ a 98.00% collections rate generates \$2,305,771.

CERTIFICATE FOR ORDER DESIGNATING OFFICER TO CALCULATE
AND PUBLISH TAX RATES AND TAKING OTHER
ACTIONS IN CONNECTION WITH THE LEVY OF A TAX FOR 2025

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

We, the undersigned officers of the Board of Directors (the “*Board*”) of Harris County Municipal Utility District No. 109 (the “*District*”) hereby certify as follows:

1. The Board convened in regular session, open to the public, on September 16, 2025, at the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, and the roll was called of the members 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, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting:

ORDER DESIGNATING OFFICER TO CALCULATE AND PUBLISH TAX RATES
AND TAKING OTHER ACTIONS IN CONNECTION WITH
THE LEVY OF A TAX FOR 2025

was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following votes:

AYES: _____ NOES: _____

A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Board’s minutes of such Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board’s minutes of such Meeting pertaining to the adoption of such Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Chapter 551, Texas Government Code, as amended, and Section 49.063, Texas Water Code, as amended.

SIGNED AND SEALED this _____, 2025

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 109

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(DISTRICT SEAL)

ORDER DESIGNATING OFFICER TO CALCULATE
AND PUBLISH TAX RATES
AND TAKING OTHER ACTIONS IN CONNECTION
WITH THE LEVY OF A TAX FOR 2025

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

WHEREAS, the chief appraiser of the HCAD has prepared and certified to the Tax Assessor and Collector for the District, the District's tax roll for 2025;

WHEREAS, an officer or employee designated by the Board of Directors (the "Board") of the District is required to calculate and publish certain information in accordance with Section 49.236 of the Texas Water Code and the directions of the Comptroller of Public Accounts of the State of Texas (the "Comptroller");

WHEREAS, the Board must determine the District's development status to prepare such information;

WHEREAS, the Board must preliminarily decide the 2025 tax rate it proposes to adopt to enable it to publish notice and hold a hearing prior to adopting such tax rate;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109:

The Board hereby designates Mr. Tim Spencer, Tax Assessor and Collector for the District, as its representative to calculate and publish in the form prescribed by the Comptroller all information required by Section 49.236 of the Texas Water Code and the directions of the Comptroller.

The Board hereby finds that it is a developing water district as defined in Section 49.23602 of the Texas Water Code.

At a subsequent meeting, the Board shall consider a proposal to levy an ad valorem tax for the year 2025 at the rate of \$[0.____ per \$100 assessed valuation (\$0.____ per \$100 assessed valuation to pay principal and interest to service the District's debts in the next year and \$0.____ per \$100 assessed valuation to fund maintenance and operating expenditures)].

The Board hereby calls a public hearing on the proposed tax rate at 5:30 p.m. on October 21, 2025, at the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, and authorizes and instructs the Tax Assessor and Collector for the District to publish notice of such hearing in accordance with section 49.236 of the Texas Water Code.

The President or the Vice President and Secretary or Assistant Secretary are authorized on behalf of the Board to evidence adoption of this Order and to do any and all things appropriate or necessary to give effect to the intent hereof.

* * *



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | September 16, 2025

Harris County Municipal Utility District No. 109



WEBSITE

www.municipalaccounts.com



ADDRESS

1281 Brittmoore Road
Houston, Texas 77043



CONTACT

Phone: 713.623.4539
Fax: 713.629.6859

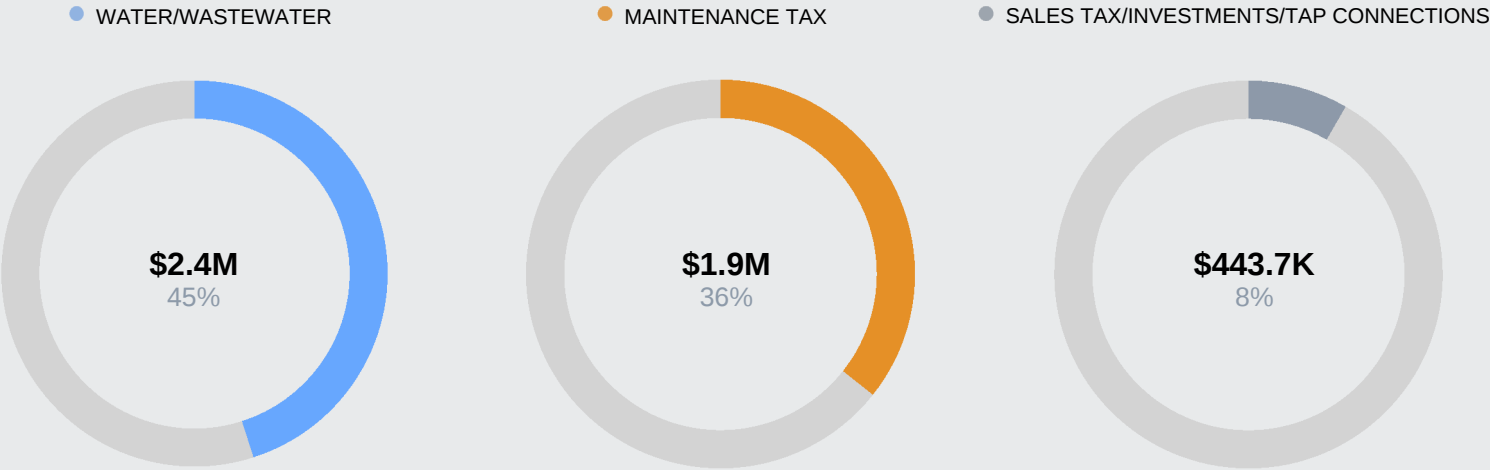
Exhibit G

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Spotlight On Long Term Planning & Balancing Revenues

Most Districts have 2 major revenue streams that can fund District Operations. These are Water & Wastewater Revenues and M&O Property Tax Revenues. In addition, most Districts have multiple 'Other' Revenue streams that can contribute, but are usually not as significant, unless the 'Other' is extraordinary Sales Tax Revenue. For long term planning, ensuring your M&O Property Tax and Water & Wastewater revenues are covering at least 90% of your expenses is prudent. Investment revenues are unpredictable, Tap Connection revenue disappears as you are built out and Sales Tax can ebb and flow based on the economy. Fixed expenses need fixed revenues. Balancing these revenues to ensure you are covering all expenses as well as building proper reserves should be an ongoing exercise for your District.

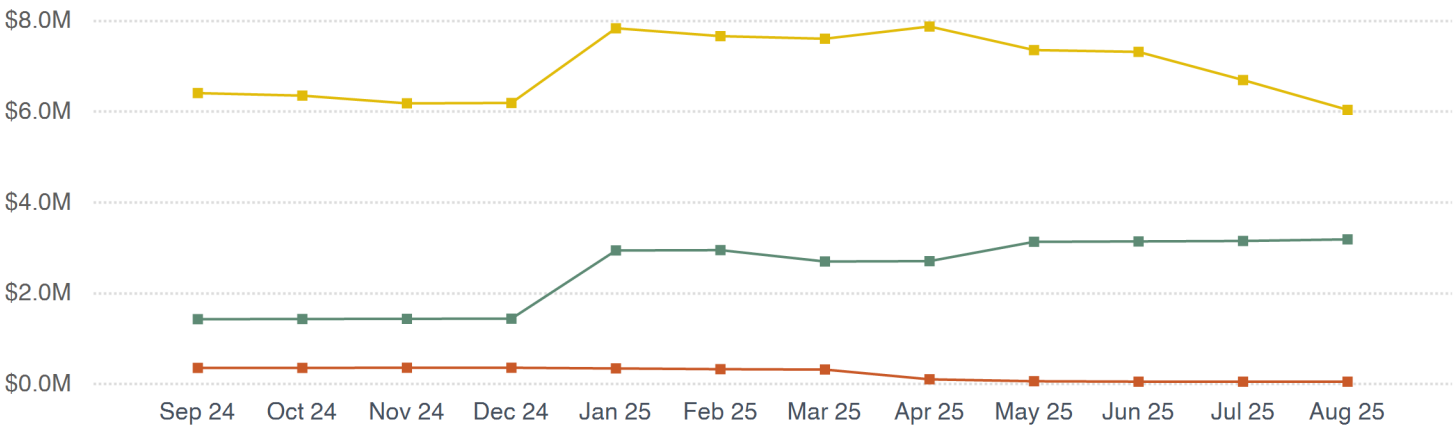


Account Balance | As of 09/16/2025

General Operating	Capital Projects	Debt Service
\$5,453,990	\$54,850	\$3,188,858

Total For All Accounts: \$8,697,697

Account Balance By Month | September 2024 - August 2025



Monthly Financial Summary - General Operating Fund

Harris County MUD No. 109 - GOF



Account Balance Summary

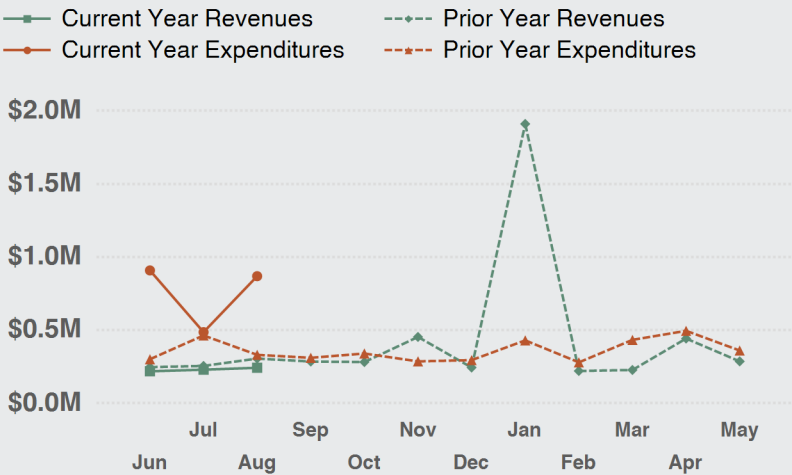
Balance as of 08/20/2025 \$5,594,065

Receipts 830,379

Disbursements (970,455)

Balance as of 09/16/2025 \$5,453,990

Overall Revenues & Expenditures By Month (Year to Date)



August 2025

Revenues

Actual	Budget	Over/(Under)
\$241,658	\$516,713	(\$275,054)

Expenditures

Actual	Budget	Over/(Under)
\$868,598	\$514,290	\$354,308

June 2025 - August 2025 (Year to Date)

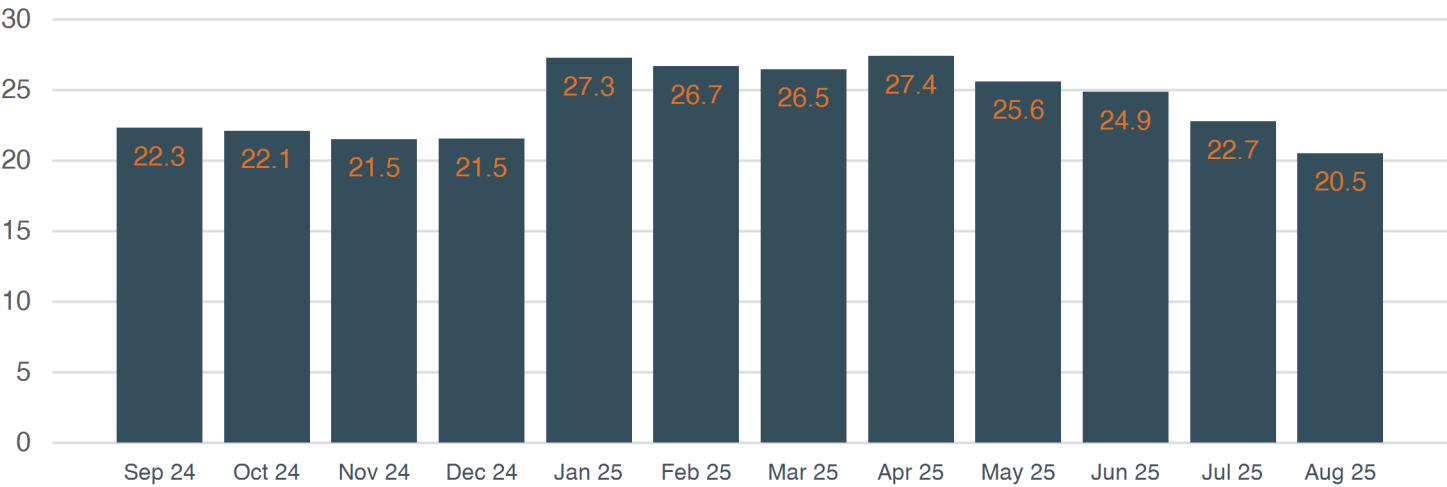
Revenues

Actual	Budget	Over/(Under)
\$687,719	\$1,211,978	(\$524,258)

Expenditures

Actual	Budget	Over/(Under)
\$2,261,979	\$1,986,367	\$275,612

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 08/20/2025 \$35,844.05

Receipts

HC 151 Water Supply	3,362.40
Insurance Reimbursement 60" Line Repair	250,000.00
Sweep from Lockbox Account	147,625.37
Interest Earned on Checking	383.00
City of Houston - Sales Tax Rebate	9,646.44
Wire Transfer from Money Market	220,000.00

Total Receipts **\$631,017.21**

Disbursements

17510	Ace Controls, LLC	VOID: Meter Replacement	0.00
17570	Brightspeed	Telephone Expense	(1,048.72)
17571	Centerpoint Energy	Utilities Expense	(451.15)
17574	Atascocita Joint Operations Board	Insurance Refund 60" Line Repair	(250,000.00)
17575	Ace Controls, LLC	Meter Replacement	(2,620.00)
17576	Cheryl C. Moore	Fees of Office - 09/16/2025	(204.10)
17577	Chris Green	Fees of Office - 09/16/2025	(204.09)
17578	Dennis Bone	Fees of Office - 09/16/2025	(204.10)
17579	Owen H. Parker	Fees of Office - 09/16/2025	(204.09)
17580	Robin Sulpizio	Fees of Office - 09/16/2025	(204.09)
17581	Cheryl C. Moore	Expense	(29.95)
17582	Chris Green	Fees of Office - 09/08/25 & Expense	(268.39)
17583	Owen H. Parker	Fees of Office - 09/08/25 & Expense	(244.10)
17584	Robin Sulpizio	Expense	(65.00)
17585	A. Kent Bettisworth	Customer Refund	(20.59)
17586	Alicia Rosas	Customer Refund	(28.68)
17587	Aung Lin	Customer Refund	(24.96)
17588	Boulton Properties LLC	Customer Refund	(181.40)
17589	Brenda Stewart	Customer Refund	(23.57)
17590	Bruce Michael Ward	Customer Refund	(93.84)
17591	Caitlyn Ravlin	Customer Refund	(97.70)
17592	Cory & Courtney Labbe	Customer Refund	(101.82)
17593	FKH SFR Propco, JLP	Customer Refund	(238.83)
17594	Frank Reed III	Customer Refund	(159.27)
17595	Garry & Toni Tutor	Customer Refund	(40.56)
17596	Gerald & Sandra Mcanulty	Customer Refund	(1.29)
17597	HP Texas 1, LLC	Customer Refund	(148.20)
17598	Israel Pacheco.	Customer Refund	(111.79)
17599	Jacob WZ Stone, LLC.	Customer Refund	(148.71)
17600	John Buchanan	Customer Refund	(14.88)
17601	Keely A Mills	Customer Refund	(163.26)
17602	Lakarla Tatmon	Customer Refund	(167.81)

Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Disbursements				
17603	Lauren A Moore	Customer Refund	(24.14)	
17604	Martin Gurrusquita	Customer Refund	(73.45)	
17605	Matthew R McLean	Customer Refund	(180.22)	
17606	Michelle R Boose & Maria Murillo-Gousman	Customer Refund	(48.96)	
17607	Nhat Hong Le	Customer Refund	(173.45)	
17608	Paul D Wanza	Customer Refund	(66.23)	
17609	R J Gideon	Customer Refund	(28.06)	
17610	Raychelle Godfrey	Customer Refund	(97.08)	
17611	Shelby Spencer	Customer Refund	(78.03)	
17612	AOS Treatment Solutions, LLC	Chemicals Expense	(4,205.00)	
17613	Atascocita Joint Operations Board	Schedule B & C Costs	(76,812.23)	
17614	BGE, Inc.	Engineering Fees	(31,576.14)	
17615	CDC Unlimited, LLC	Mowing Expense	(2,929.00)	
17616	DSHS Central Lab MC2004	Laboratory Fees	(594.00)	
17617	Eastex Environmental Laboratory	Laboratory Fees	(940.00)	
17618	G-M Inspection Services, Inc.	Well Performance Test	(500.00)	
17619	Generator Service	Maintenance & Repairs	(1,034.75)	
17620	GFL Environmental	Garbage Expense	(342.07)	
17621	Hudson Energy	Utilities Expense	(8,552.39)	
17622	LSEC, LLC	Sludge Removal	(26,568.36)	
17623	Mark B. & Rebecca L. Case	Customer Refund	(500.00)	
17624	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(9,140.96)	
17625	Norton Rose Fulbright US LLP	Legal Fees	(6,958.29)	
17626	Oaks of Atascocita Community Improvement	Security Contribution - HOA	(3,619.58)	
17627	PVS DX, Inc	Chemicals Expense	(1,288.00)	
17628	Schier Construction Company, Inc.	Pay Est. No 5 - Water Plant No. 1	(105,384.60)	
17629	Today's Integration	Security Monitoring	(441.54)	
17630	USA Bluebook	Maintenance & Repairs	(4,307.95)	
17631	Water Utility Services, Inc.	Laboratory Fees	(357.00)	
17632	WWWMS	Maintenance and Operations	(57,849.24)	
17633	NHCRWA	Water Authority Fees	0.00	
17634	Centerpoint Energy	Utilities Expense	0.00	
17635	Brightspeed	Telephone Expense	0.00	
Svc Chrg	Central Bank	Service Charge	(25.00)	
Total Disbursements				(\$602,210.66)
Balance as of 09/16/2025				\$64,650.60

Cash Flow Report - Operator Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 08/20/2025				\$124,255.55
Receipts				
	Accounts Receivable		60,735.87	
	Accounts Receivable		106,419.24	
	Tap Deposit		2,055.00	
	Accounts Receivable		151.85	
Total Receipts				\$169,361.96
Disbursements				
Ret Ck	Central Bank	Customer Returned Checks (6)	(503.58)	
Svc Chrg	Central Bank	Service Charge	(115.00)	
Sweep	Harris County MUD 109	Transfer to Checking Account	(147,625.37)	
Total Disbursements				(\$148,243.95)
Balance as of 09/16/2025				\$145,373.56

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



			August 2025			June 2025 - August 2025			
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues									
Water Revenue									
14101	Water- Customer Service Revenue		55,838	69,240	(13,402)	152,390	207,720	(55,330)	577,000
14102	Surface Water - Reserve		66,558	122,748	(56,190)	176,044	368,244	(192,200)	1,022,900
14103	Capital Contribution Credit-NHC		0	12,261	(12,261)	24,523	36,784	(12,261)	147,135
14105	Connection Fees		4,025	3,516	509	9,775	10,548	(773)	29,300
14108	Water Sales to HC 151		866	1,266	(400)	2,024	3,183	(1,159)	10,600
Total Water Revenue			127,287	209,031	(81,744)	364,756	626,479	(261,722)	1,786,935
Wastewater Revenue									
14201	Wastewater-Customer Service Rev		67,263	95,496	(28,233)	195,133	286,488	(91,355)	795,800
Total Wastewater Revenue			67,263	95,496	(28,233)	195,133	286,488	(91,355)	795,800
Property Tax Revenue									
14301	Maintenance Tax Collections		0	169,684	(169,684)	0	169,684	(169,684)	1,916,709
Total Property Tax Revenue			0	169,684	(169,684)	0	169,684	(169,684)	1,916,709
Sales Tax Revenue									
14401	COH Rebate		7,357	7,628	(271)	26,614	23,707	2,907	91,300
Total Sales Tax Revenue			7,357	7,628	(271)	26,614	23,707	2,907	91,300
Tap Connection Revenue									
14501	Tap Connections		2,055	0	2,055	3,390	1,000	2,390	5,000
14502	Inspection Fees		801	858	(57)	2,703	2,575	128	10,300
Total Tap Connection Revenue			2,856	858	1,998	6,093	3,575	2,518	15,300
Administrative Revenue									
14702	Penalties & Interest		6,507	8,992	(2,485)	17,804	26,975	(9,171)	107,900
Total Administrative Revenue			6,507	8,992	(2,485)	17,804	26,975	(9,171)	107,900
Interest Revenue									
14801	Interest Earned on Checking		383	192	191	647	575	72	2,300
14802	Interest Earned on Temp. Invest		30,000	24,748	5,252	76,476	74,245	2,232	296,980
Total Interest Revenue			30,383	24,940	5,443	77,124	74,820	2,304	299,280
Other Revenue									
15801	Miscellaneous Income		6	83	(77)	16	250	(234)	1,000
Total Other Revenue			6	83	(77)	16	250	(234)	1,000
Total Revenues			241,658	516,713	(275,054)	687,539	1,211,978	(524,439)	5,014,224

Expenditures

Water Service									
16102	Operations - Water		12,432	9,900	2,532	33,126	29,700	3,426	118,800

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



			August 2025			June 2025 - August 2025			Annual Budget
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures									
Water Service									
16105	Maintenance & Repairs - Water		16,637	25,267	(8,630)	41,813	75,800	(33,987)	303,200
16107	Chemicals - Water		5,493	5,275	218	15,901	15,825	76	63,300
16108	Laboratory Expense - Water		1,029	867	162	2,585	2,600	(15)	10,400
16109	Mowing - Water		776	650	126	2,327	1,950	377	7,800
16110	Utilities - Water		6,322	8,067	(1,745)	18,362	24,200	(5,838)	96,800
16111	Reconnections		1,565	883	682	3,630	2,650	980	10,600
16112	Disconnection Expense		900	492	408	2,010	1,475	535	5,900
16113	Service Account Collection		0	2,408	(2,408)	0	7,225	(7,225)	28,900
16114	Telephone Expense - Water		618	467	151	1,654	1,400	254	5,600
16115	Meter Replacement		0	0	0	2,620	0	2,620	0
16116	Permit Expense - Water		0	667	(667)	0	2,000	(2,000)	8,000
16117	TCEQ Regulatory Expense - Water		0	0	0	0	0	0	3,432
16118	Pumpage Fees		0	122,748	(122,748)	137,147	368,244	(231,097)	1,022,900
16122	Lead & Copper Survey		140	0	140	940	0	940	0
Total Water Service			45,911	177,690	(131,778)	262,115	533,069	(270,954)	1,685,632
Wastewater Service									
16202	Operations - Wastewater		5,266	2,050	3,216	11,704	6,150	5,554	24,600
16204	Purchase Wastewater Service		42,356	34,658	7,698	127,010	103,975	23,035	415,900
16205	Maint & Repairs - Wastewater		17,464	28,142	(10,677)	94,663	84,425	10,238	337,700
16207	Chemicals - Wastewater		0	58	(58)	0	175	(175)	700
16209	Mowing - Wastewater		620	517	103	1,859	1,550	308	6,200
16210	Utilities - Lift Station		2,681	2,617	65	9,233	7,850	1,383	31,400
16214	Telephone Expense - Wastewater		431	517	(86)	1,508	1,550	(42)	6,200
16217	TCEQ Regulatory Exp-Wastewater		0	0	0	0	0	0	3,432
16218	Sanitary Sewer Televising		0	0	0	0	0	0	200,000
Total Wastewater Service			68,818	68,558	260	245,977	205,675	40,302	1,026,132
Garbage Service									
16301	Garbage Expense		342	467	(125)	1,016	1,400	(384)	5,600
Total Garbage Service			342	467	(125)	1,016	1,400	(384)	5,600
Storm Water Quality									
16404	Detention Pond Mowing		1,534	1,292	242	4,602	3,875	727	15,500
Total Storm Water Quality			1,534	1,292	242	4,602	3,875	727	15,500
Tap Connection									
16501	Tap Connection Expense		4,071	250	3,821	9,321	750	8,571	3,000
16502	Inspection Expense		770	417	353	1,540	1,250	290	5,000
Total Tap Connection			4,841	667	4,174	10,861	2,000	8,861	8,000

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



			August 2025			June 2025 - August 2025			Annual Budget
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures									
Administrative Service									
16703	Legal Fees	6,689	7,908	(1,220)	23,465	23,725	(260)	94,900	
16705	Auditing Fees	0	0	0	15,000	15,000	0	20,500	
16706	Engineering Fees	15,592	6,667	8,926	38,035	20,000	18,035	80,000	
16708	GIS Expense	0	833	(833)	0	2,500	(2,500)	10,000	
16710	Website Expense	0	0	0	255	280	(25)	1,300	
16712	Bookkeeping Fees	8,744	7,150	1,594	23,061	21,450	1,611	65,000	
16714	Printing & Office Supplies	2,561	2,117	444	7,723	6,350	1,373	25,400	
16716	Delivery Expense	116	50	66	260	150	110	600	
16717	Postage	38	58	(20)	274	175	99	700	
16718	Insurance & Surety Bond	0	0	0	0	0	0	44,200	
16719	AWBD Expense	0	0	0	0	450	(450)	900	
16722	Bank Service Charges	140	42	98	452	125	327	500	
16723	Travel Expense	0	42	(42)	44	125	(81)	500	
16727	Arbitrage Expense	0	833	(833)	0	2,500	(2,500)	10,000	
16728	Record Storage Fees	55	42	14	165	125	40	500	
16729	Consumer Confidence Report	0	0	0	12,476	0	12,476	0	
Total Administrative Service		33,935	25,742	8,194	121,211	92,955	28,256	355,000	
Security Service									
16801	Security Patrol Expense	25,338	33,333	(7,996)	76,013	100,000	(23,987)	400,000	
16802	Security Monitoring	442	833	(392)	882	2,500	(1,618)	10,000	
Total Security Service		25,779	34,167	(8,388)	76,894	102,500	(25,606)	410,000	
Payroll Expense									
17101	Payroll Expenses	2,379	2,083	296	6,186	6,250	(64)	25,000	
Total Payroll Expense		2,379	2,083	296	6,186	6,250	(64)	25,000	
Other Expense									
17802	Miscellaneous Expense	469	292	177	867	875	(8)	3,500	
Total Other Expense		469	292	177	867	875	(8)	3,500	
Total Expenditures		184,009	310,956	(126,947)	729,729	948,599	(218,870)	3,534,364	
Total Revenues (Expenditures)		57,649	205,756	(148,107)	(42,190)	263,379	(305,569)	1,479,860	
Other Revenues									
Extra Ordinary Revenue									
15901	Transfer from Operating Reserve	0	0	0	0	0	0	2,229,140	
15906	Insurance Reimbursement	0	0	0	180	0	180	0	
Total Extra Ordinary Revenue		0	0	0	180	0	180	2,229,140	

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	August 2025			June 2025 - August 2025			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Total Other Revenues	0	0	0	180	0	180	2,229,140
Other Expenditures							
Capital Outlay							
17901 Capital Outlay							
17901a Capital Outlay - General	517,055	35,800	481,255	531,075	50,000	481,075	50,000
17901b Capital Outlay - AJOB	34,456	34,456	0	103,369	103,368	1	450,000
17901c WP 1 Well Rehab	0	0	0	0	0	0	50,000
17901d WP 1 Electrical Improvements	0	0	0	0	0	0	1,230,000
17901e WP 1 GST 1 Replacement	130,526	130,526	0	866,698	866,698	0	1,200,000
17901f HC 46 Water Interconnect	0	0	0	0	0	0	200,000
17901h LS Wet Well/Piping Rehab	2,552	2,552	0	17,702	17,702	0	325,000
17901i Fence Replacement	0	0	0	0	0	0	40,000
17901k Lift Station 1	0	0	0	0	0	0	115,000
17901l Lift Station 4	0	0	0	0	0	0	49,000
Total Capital Outlay	684,589	203,334	481,255	1,518,843	1,037,768	481,075	3,709,000
17904 Capital Outlay - Barents Dr L/S	0	0	0	13,406	0	13,406	0
Total Capital Outlay	684,589	203,334	481,255	1,532,250	1,037,768	494,482	3,709,000
Total Other Expenditures	684,589	203,334	481,255	1,532,250	1,037,768	494,482	3,709,000
Total Other Revenues (Expenditures)	(684,589)	(203,334)	(481,255)	(1,532,069)	(1,037,768)	(494,301)	(1,479,860)
Excess Revenues (Expenditures)	(626,940)	2,422	(629,362)	(1,574,259)	(774,389)	(799,870)	0

Balance Sheet as of 08/31/2025

Harris County MUD No. 109 - GOF



Assets

Bank

11101 Cash in Bank	\$433,521
11102 Operator	145,374
Total Bank	\$578,895

Investments

11201 Time Deposits	\$5,463,966
Total Investments	\$5,463,966

Receivables

11301 Accounts Receivable	\$219,061
11303 Maintenance Tax Receivable	117,492
11305 Accrued Interest	9,763
11306 Due From COH	25,231
Total Receivables	\$371,547

Interfund Receivables

11403 Due From Tax Account	\$517,260
11450 Due from HC MUD 46	6,216
11451 Due from HC MUD 106	5,194
11452 Due from HC MUD 132	12,249
11453 Due from HC MUD 151	8,485
11454 Due from HC MUD 152	9,129
11455 Due from HC MUD 153	14,648
11456 Due from HC MUD 494	3,167
Total Interfund Receivables	\$576,350

Reserves

11601 Reserve in A.C.P.	\$423,556
Total Reserves	\$423,556

Total Assets

\$7,414,314

Liabilities & Equity

Liabilities

Accounts Payable

12101 Accounts Payable	\$463,237
12102 Payroll Liabilities	676
Total Accounts Payable	\$463,913

Other Current Liabilities

12202 Due to TCEQ	\$2,352
12204 Retainage Payable	
12204c Shier Const. - WP 1 GST	99,289
Total Retainage Payable	99,289
Total Other Current Liabilities	\$101,641

Balance Sheet as of 08/31/2025

Harris County MUD No. 109 - GOF



Liabilities & Equity

Liabilities	
Deferrals	
12502 Deferred Taxes	\$117,492
Total Deferrals	\$117,492
Deposits	
12601 Customer Meter Deposits	\$325,664
12608 Woodland Hills Annexation	2,870
Total Deposits	\$328,535
Total Liabilities	\$1,011,581
Equity	
Unassigned Fund Balance	
13101 Unallocated Fund Balance	\$7,976,991
Total Unassigned Fund Balance	\$7,976,991
Net Income	(\$1,574,259)
Total Equity	\$6,402,732
Total Liabilities & Equity	\$7,414,314

Monthly Financial Summary - Capital Projects Fund

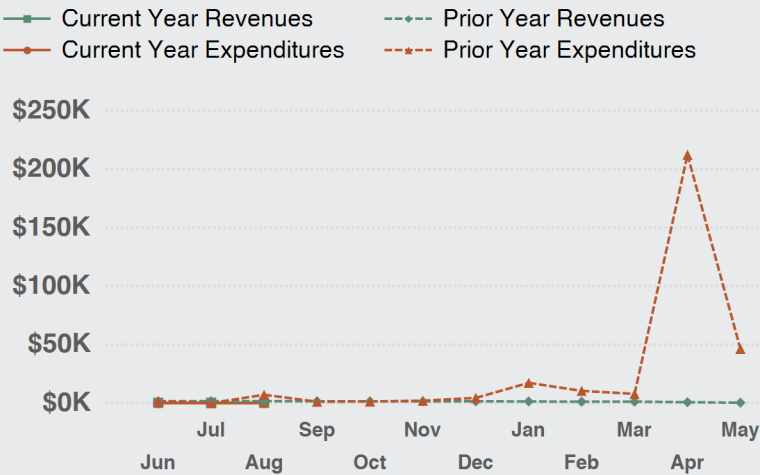
Harris County MUD No. 109 - CPF



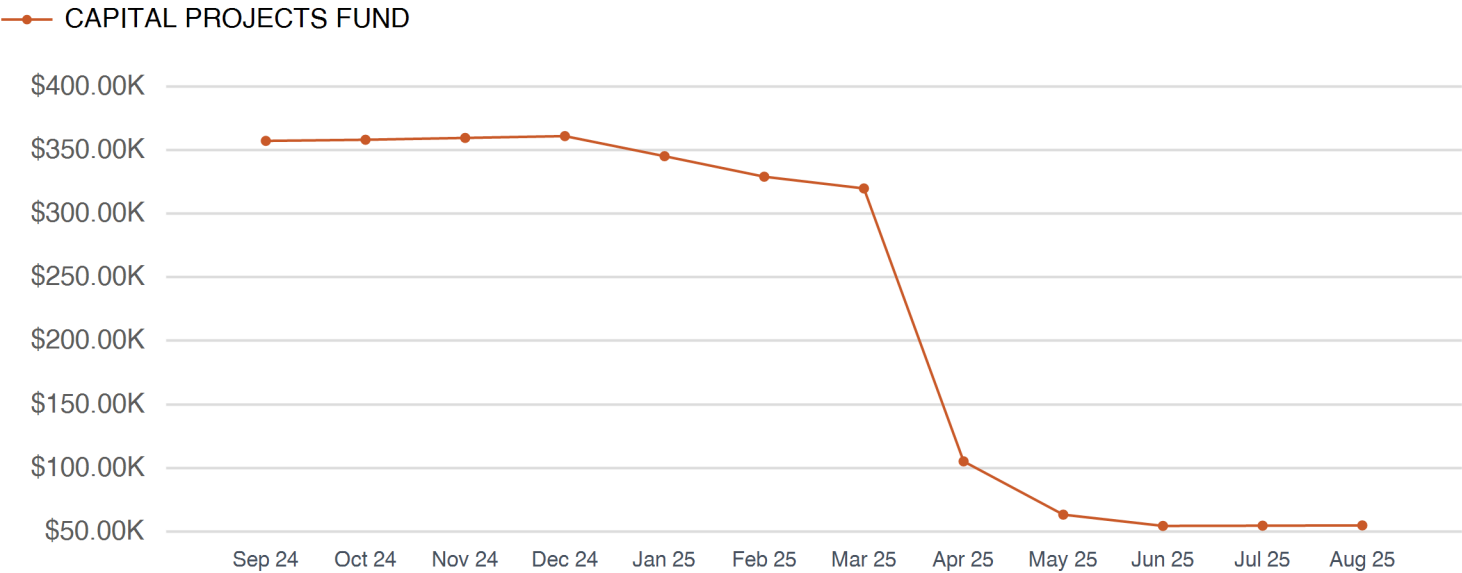
Account Balance Summary

Balance as of 08/20/2025	\$54,651
Receipts	203
Disbursements	(5)
Balance as of 09/16/2025	\$54,850

Overall Revenues & Expenditures By Month (Year to Date)



Account Balance By Month | September 2024 - August 2025



Cash Flow Report - Checking Account

Harris County MUD No. 109 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 08/20/2025				\$183.63
Receipts				
	No Receipts Activity		0.00	
Total Receipts				\$0.00
Disbursements				
Svc Chrg	Central Bank	Service Charge	(5.00)	
Total Disbursements				(\$5.00)
Balance as of 09/16/2025				\$178.63

District Debt Summary as of 09/16/2025

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	\$170,771.89	\$615,771.89
Regions Bank	2015 - Refunding	\$695,000.00	\$64,540.80	\$759,540.80
Total Due 10/01/2025		\$1,550,000.00	\$260,212.69	\$1,810,212.69

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
Total Due 04/01/2026		\$0.00	\$252,263.88	\$252,263.88

Investment Profile as of 09/16/2025

Harris County MUD No. 109

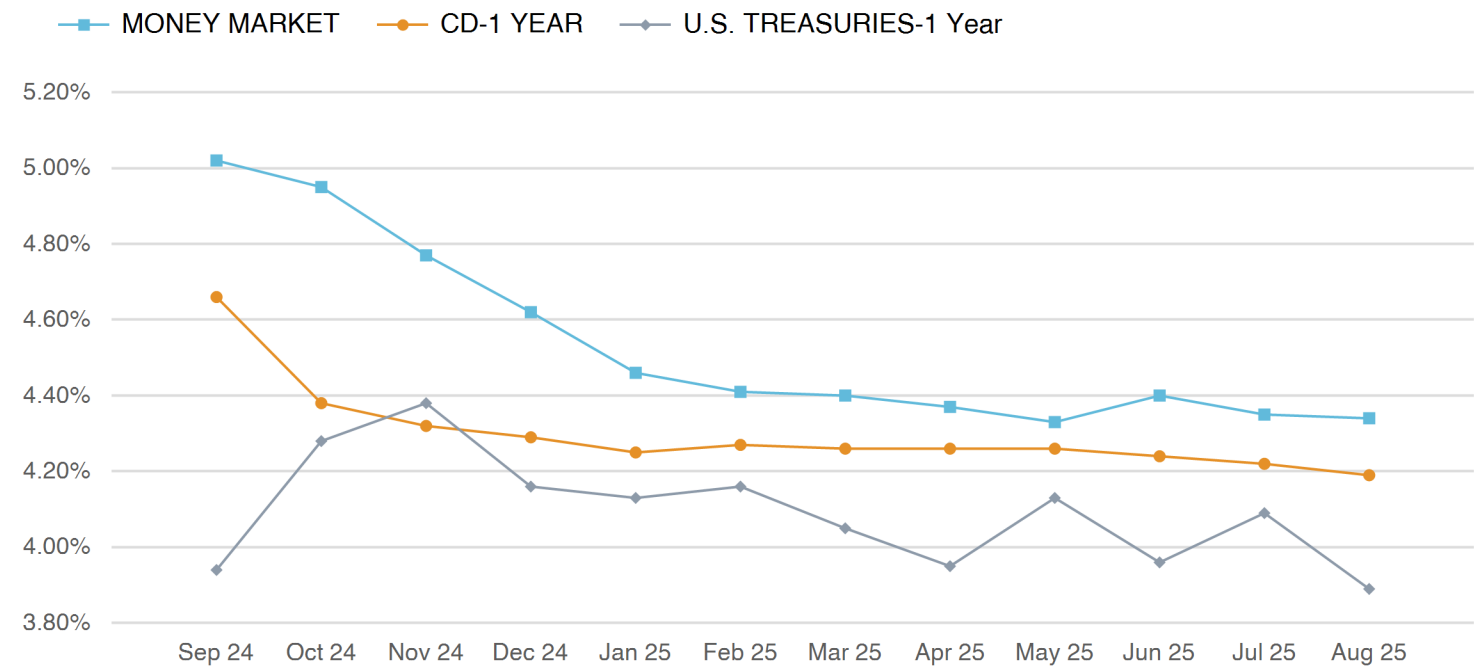


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$5,453,990	Funds Available to Invest \$54,850	Funds Available to Invest \$3,188,858	Funds Available to Invest N/A
Funds Invested \$5,243,966	Funds Invested \$54,671	Funds Invested \$3,188,858	Funds Invested N/A
Percent Invested 96%	Percent Invested 99%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	4.37%	180 Days	4.23%	180 Days	3.86%
		270 Days	4.11%	270 Days	3.86%
		1 Yr	4.10%	1 Yr	3.62%
		13 Mo	2.46%	13 Mo	N/A
		18 Mo	3.45%	18 Mo	3.62%
		2 Yr	2.46%	2 Yr	3.48%

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

Investment Rates Over Time (By Month) | September 2024 - August 2025



Account Balance as of 09/16/2025

Harris County MUD No. 109 - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
THIRD COAST BANK, SSB (XXXX1280)	03/26/2025	03/26/2026	4.15%	235,000.00	
VERITEX COMMUNITY BANK (XXXX5987)	08/21/2025	07/17/2026	4.05%	235,000.00	
WALLIS BANK (XXXX6297)	08/18/2025	07/18/2026	4.30%	235,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/22/2017		4.41%	4,538,965.57	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1891)			0.00%	64,650.60	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00%	145,373.56	Operator
Totals for General Operating Fund				\$5,453,989.73	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0002)	03/22/2017		4.41%	54,671.17	Series 2017
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1875)			0.00%	178.63	Checking Account
Totals for Capital Projects Fund				\$54,849.80	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
CADENCE BANK - DEBT (XXXX4954)	08/27/2025	08/27/2026	4.25%	235,000.00	
THIRD COAST BANK-DEBT (XXXX3518)	08/27/2025	08/27/2026	4.15%	235,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0003)	03/22/2017		4.41%	2,718,857.68	
Totals for Debt Service Fund				\$3,188,857.68	

Grand Total for Harris County MUD No. 109 :

\$8,697,697.21

Capital Projects Fund Breakdown

Harris County Municipal Utility District No. 109
As of 09/16/2025

Balances by Bond Series

Bond Proceeds - Series 2017	\$54,849.80
Total Cash Balance	\$54,849.80

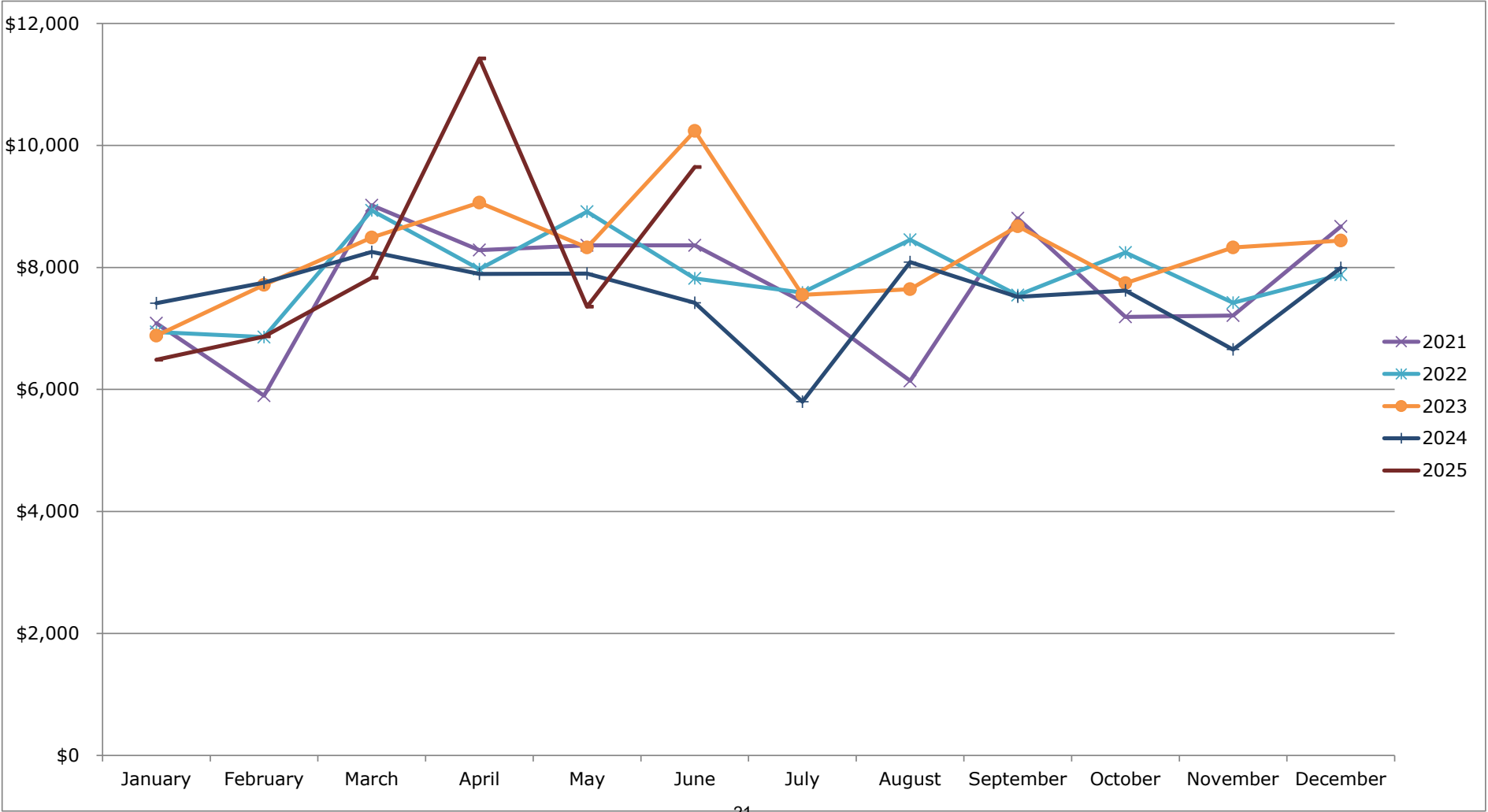
Remaining Costs/Surplus By Bond Series

Surplus & Interest - Series 2017	\$54,849.80
Total Surplus & Interest Balance	\$54,849.80
Total Remaining Costs/Surplus	\$54,849.80

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	\$7,831	\$11,425	\$7,357	\$9,646							
Total	\$57,696	\$60,183	\$71,825	\$65,677	\$67,842	\$71,660	\$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
12608 · Woodland Hills Annexation						
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
TOTAL				7,129.68	10,000.00	2,870.32

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		0.00%	0.00%	0.00%	0.00%
% Change in NHCRWA		10.00%	10.00%	10.00%	10.00%
% Change in Expenses		5.00%	5.00%	5.00%	5.00%
Beginning Cash Balance 5-31-2025	\$7,359,966	\$4,302,521	\$4,072,669	\$3,783,638	\$4,234,736
Revenues					
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	795,800	795,800	795,800	795,800
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
Total Revenues	\$5,014,224	\$5,157,375	\$5,312,567	\$5,480,911	\$5,663,626
Expenses					
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
Total Expenses	\$3,534,364	\$3,762,227	\$4,006,598	\$4,268,813	\$4,550,328
Net Surplus	\$1,479,860	\$1,395,148	\$1,305,969	\$1,212,098	\$1,113,298
Capital Outlay					
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
Capital Outlay - TxDot	517,055	0	0	0	0
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 3 Fence Replacement	311,250	0	0	0	0
L/S 4 Submersive Pump Replacement	49,000	49,000	0	0	0
Lift Station 1 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
Total Capital Outlay	\$4,537,305	\$1,625,000	\$1,595,000	\$761,000	\$1,787,000
Construction Surplus	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$4,302,521	\$4,072,669	\$3,783,638	\$4,234,736	\$3,561,034
Operating Reserve % of Exp					
Percentage	122%	108%	94%	99%	78%
Number of Months	15	13	11	12	9
Bond Authority					
Remaining Bonding Capacity - \$12,950,000					
Maintenance Tax Rate Cap - \$1.00					

2026 AWBD Midwinter Conference

Harris County Municipal Utility District No. 109

Friday, January 23 - Saturday, January 24, 2026

Marriott Marquis, Houston, 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 (For log in assistance, contact Taylor Cavnar: 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	8/6/2025	\$390
Regular Registration:	Begins	8/28/2025	\$440
Late Registration	Begins	12/11/2025	\$540

Cancellation Policy

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 12/10/25.

There will be no refunds after 12/10/25.

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.



ENGINEERING REPORT

September 16, 2025

To: Harris County MUD No. 109 Board of Directors

From: Christopher A. Meinhardt, P.E.

District Engineer

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

a. Wastewater Treatment Plant

Belt Press Replacement/Belt Press Building Rehabilitation:

Contracts signed/fully approved. Anticipate scheduling Pre-Construction meeting within the next two weeks.

Sanitary Sewer Rehabilitation:

Anticipate design plans 30% complete by the end of September.

Anticipate design plans 50% complete by the end of October.

b. Capital Improvement Plan:

We are currently working on 2025 adopted budget CIP projects.

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

Notice to proceed was issued for August 25, 2025.

Submittal reviews on going.

Contractor plans to mobilize at the end of September/beginning of October.

Exhibit H

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d. Interconnect With HCMUD 46 (2025 CIP Project)

Anticipate project area to be surveyed by end of September.

Begin working towards 10% design plans once survey is completed.

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

Coating interior of tank ongoing.

We were contacted by the resident at 19410 Forest Timbers Court on September 10, 2025, regarding property damage due to overspray (3 cars, patio furniture and home). Please see attached email correspondence with pics. The Contractor (Schier) was contacted and asked to please address the issue. The Contractor apologized and reported they would contact the resident to get the issue resolved.





Action Item: Pay Estimate No.5 is recommended in the amount of \$105,384.60.

f. Water Plant No. 1 and 2 Electrical Improvements

Anticipate 10% design plans by the end of September.

g. Woodland Hills Tract:

No Update this month.

h. GIS Update

Our GIS team continues with updating the District's GIS application. Anticipate completion before October's board meeting.

i. Annual Tank Inspections: No Update

j. Application for the Water Conservation Grant Program – No Update

k. Capacity Commitments- No Update

Sean Gilbert Request: I have been in correspondence with Mr. Gilbert. I am awaiting documentation from Mr. Gilbert showing what was paid to the District for the utility extension across FM 1960.



August 28, 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. 5**
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. 5** 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", with a stylized flourish at the end.

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

TBPE Registration No. F-1046

cc: Nick Figueroa – Schier Construction Company, Inc.
Jim Schier – 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.	5
Original Contract Amount:	\$ 1,273,900.00
Change Orders:	\$ -
Current Contract Amount:	\$ 1,273,900.00
Completed to Date:	\$ 992,894.00
Retainage 10%	\$ 99,289.40
Balance:	\$ 893,604.60
Less Previous Payments:	\$ 788,220.00
Current Payment Due:	\$ 105,384.60

BGE Job No.	13006-00
Estimate Period:	07/26/25 - 08/25/25
Contract Date:	February 18, 2025
Notice to Proceed:	March 3, 2025
Contract Time:	240 Calendar Days
Time Charged:	174 Calendar Days
Requested Time Extensions:	37 Calendar Days
Approved Extensions:	0 Calendar Days
Time Remaining:	66 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. 5

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
UNIT A: BASE BID ITEMS											
1.	Mobilization	1.00	LS	\$ 18,000.00	\$ 18,000.00	0.00	\$ -	1.00	\$ 18,000.00	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	0.00	\$ -	1.00	\$ 20,500.00	1.00	\$ 20,500.00
	Insurance	1.00	LS	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	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	0.00	\$ -	1.00	\$ 33,700.00	1.00	\$ 33,700.00
	Disconnect Piping	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
	Demo Piping and Valves	1.00	LS	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	1.00	\$ 14,000.00	1.00	\$ 14,000.00
	Furnish and Install Pipe Plugs	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	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	0.00	\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00
	Foundation	1.00	LS	\$ 41,600.00	\$ 41,600.00	0.00	\$ -	1.00	\$ 41,600.00	1.00	\$ 41,600.00
	Tank Pad	1.00	LS	\$ 7,400.00	\$ 7,400.00	0.00	\$ -	1.00	\$ 7,400.00	1.00	\$ 7,400.00
	Floor	1.00	LS	\$ 100,000.00	\$ 100,000.00	0.00	\$ -	1.00	\$ 100,000.00	1.00	\$ 100,000.00

Harris County MUD No. 109
 WP No. 1 GST Replacement
 BGE Job No. 13006-00
 Pay Estimate No. 5

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	\$ -	1.00	\$ 190,000.00	1.00	\$ 190,000.00
	Roof	1.00	LS	\$ 230,000.00	\$ 230,000.00	0.00	\$ -	1.00	\$ 230,000.00	1.00	\$ 230,000.00
	Appurtenances	1.00	LS	\$ 90,000.00	\$ 90,000.00	0.00	\$ -	1.00	\$ 90,000.00	1.00	\$ 90,000.00
	Paint/Coating	1.00	LS	\$ 164,000.00	\$ 164,000.00	0.15	\$ 24,084.00	0.02	\$ 2,800.00	0.16	\$ 26,884.00
	Splash Pads	1.00	LS	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00
	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	0.10	\$ 7,270.00	0.90	\$ 65,430.00	1.00	\$ 72,700.00
	Installation	1.00	LS	\$ 12,800.00	\$ 12,800.00	0.10	\$ 1,280.00	0.90	\$ 11,520.00	1.00	\$ 12,800.00
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	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00

Harris County MUD No. 109
 WP No. 1 GST Replacement
 BGE Job No. 13006-00
 Pay Estimate No. 5

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	\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00
	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	1.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00
	Underground Conduit	1.00	LS	\$ 19,000.00	\$ 19,000.00	1.00	\$ 19,000.00	0.00	\$ -	1.00	\$ 19,000.00
	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	1.00	\$ 15,600.00	0.00	\$ -	1.00	\$ 15,600.00
	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	\$ -
UNIT A: BASE BID ITEMS - SUBTOTAL					\$ 1,199,600.00		\$ 77,234.00		\$ 866,450.00		\$ 943,684.00
<u>UNIT B: SUPPLEMENTAL BID ITEMS</u>											
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	\$ -	170.00	\$ 2,550.00	170.00	\$ 2,550.00
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	\$ -	170.00	\$ 6,800.00	170.00	\$ 6,800.00

Harris County MUD No. 109
 WP No. 1 GST Replacement
 BGE Job No. 13006-00
 Pay Estimate No. 5

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
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	\$ -
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	4.98	\$ 39,860.00	0.00	\$ -	4.98	\$ 39,860.00

Harris County MUD No. 109
 WP No. 1 GST Replacement
 BGE Job No. 13006-00
 Pay Estimate No. 5

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
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	\$ -
UNIT B: SUPPLEMENTAL BID ITEMS - SUBTOTAL					\$ 74,300.00		\$ 39,860.00		\$ 9,350.00		\$ 49,210.00
Total Contract Amount:					\$ 1,273,900.00						
Change Order No. 1											
					\$ -		\$ -		\$ -		\$ -
Totals:					\$ 1,273,900.00		\$ 117,094.00		\$ 875,800.00		\$ 992,894.00

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 August, 2025.

SCHIER CONSTRUCTION COMPANY, INC

By:

James E. Schier

Name

James E. Schier

Printed:

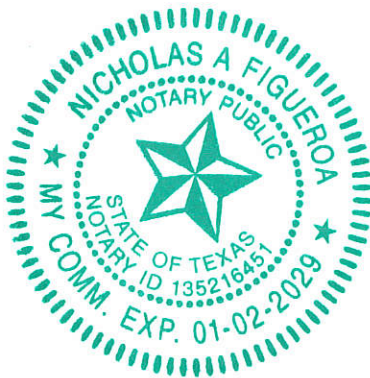
President

Title:

STATE OF TEXAS §

COUNTY OF Harris §

Subscribed and sworn to before me, the undersigned authority, on this the 25th day of August, 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

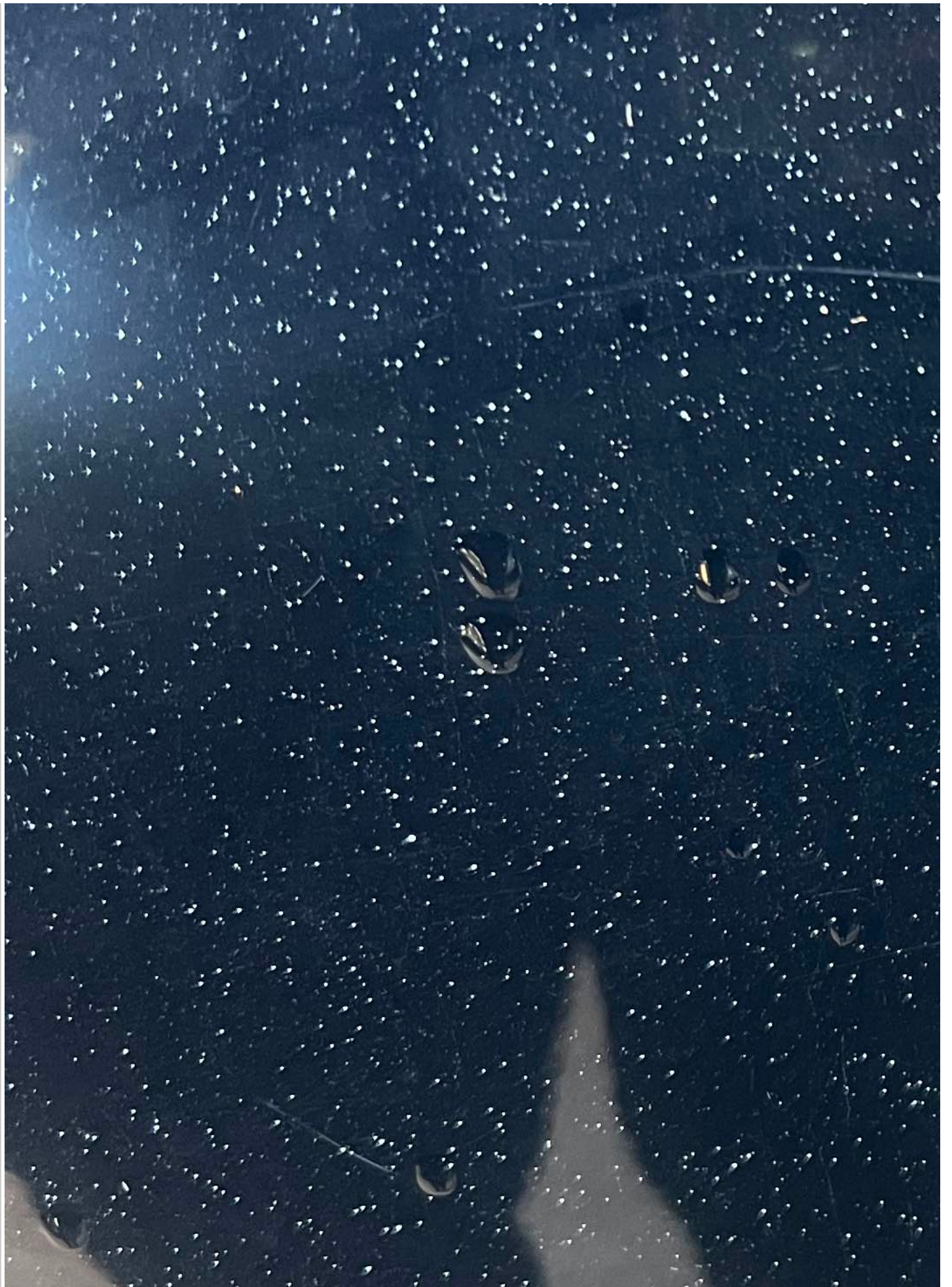
My commission expires: 01/02/2029















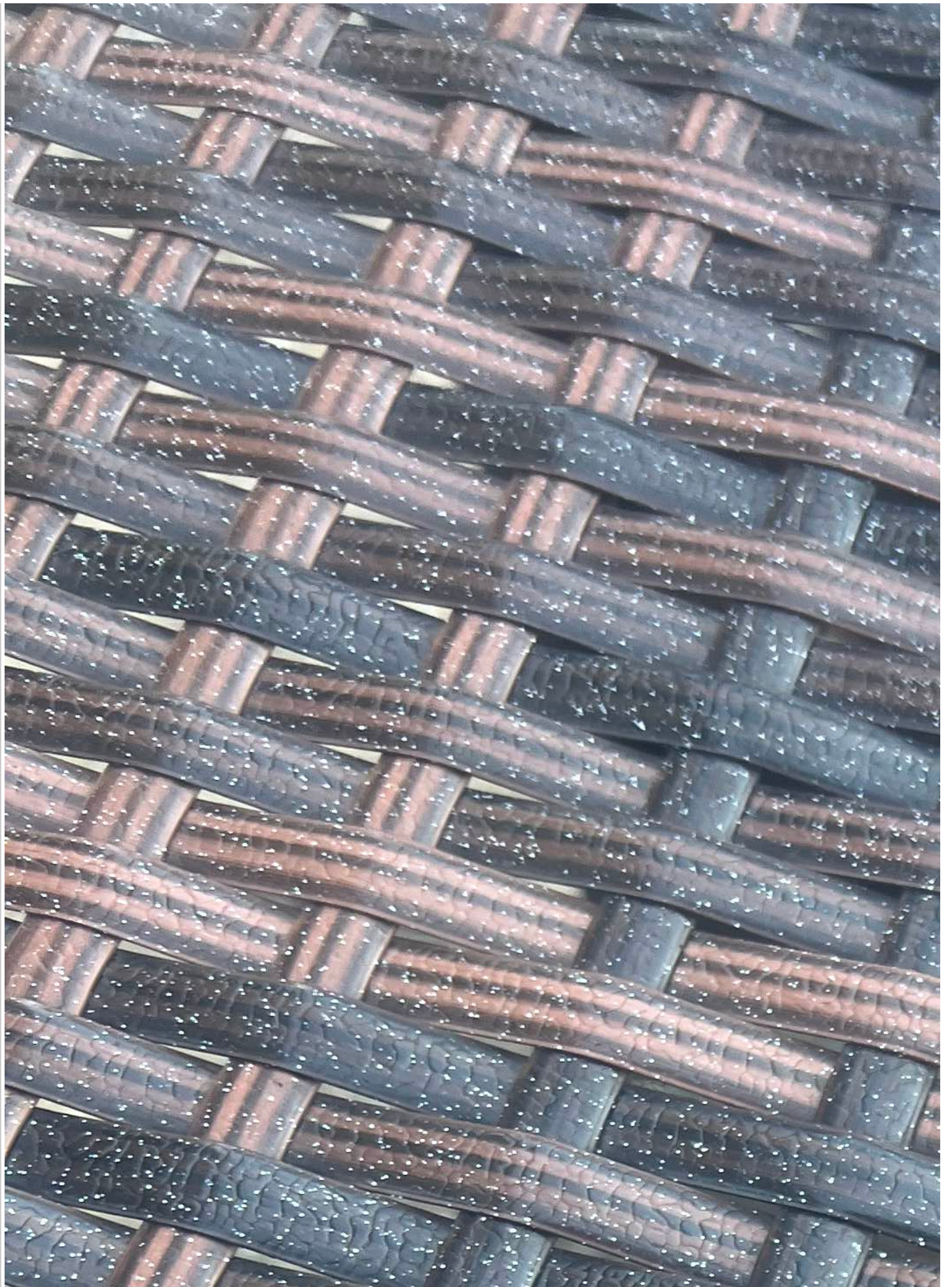








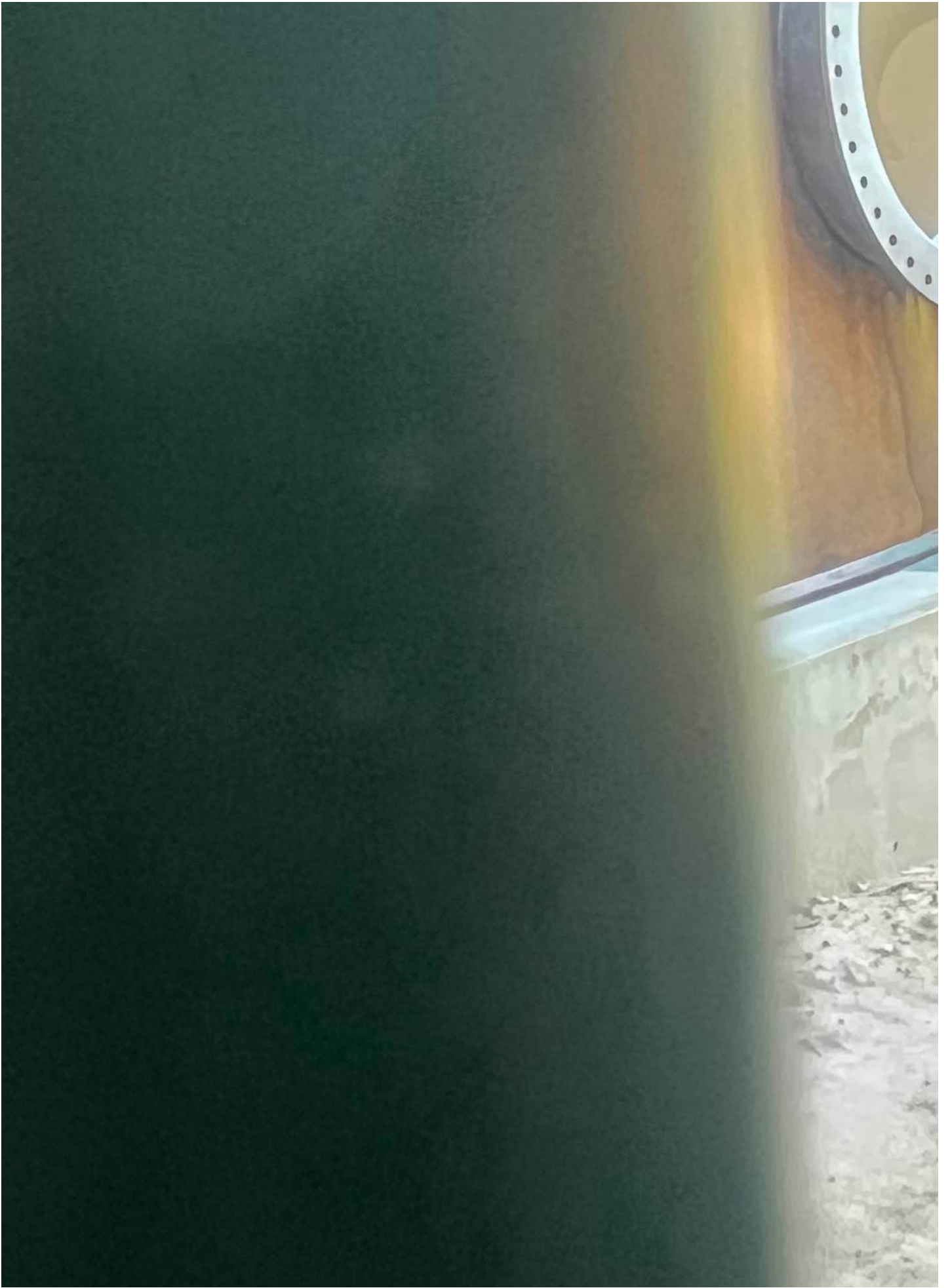




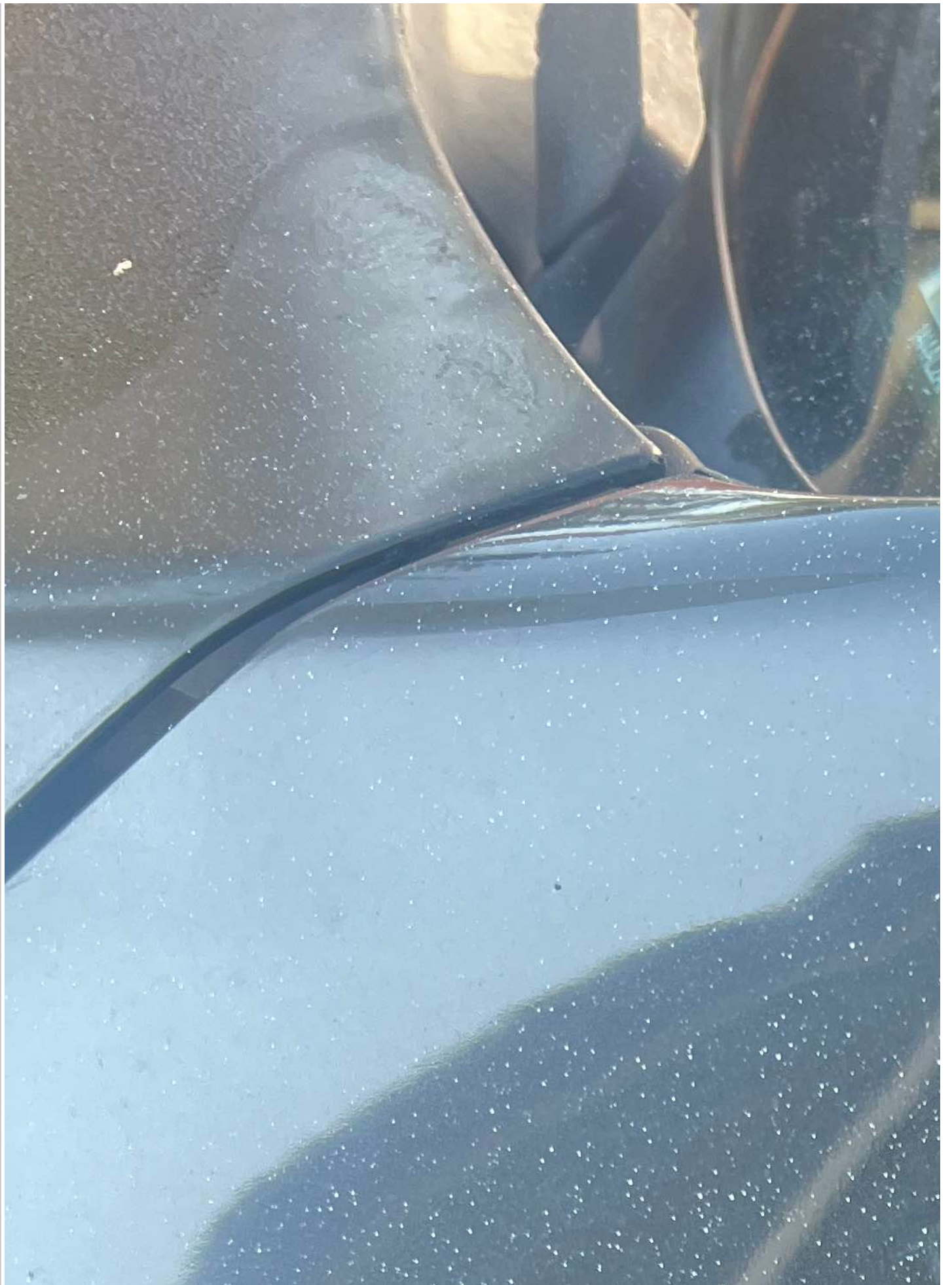


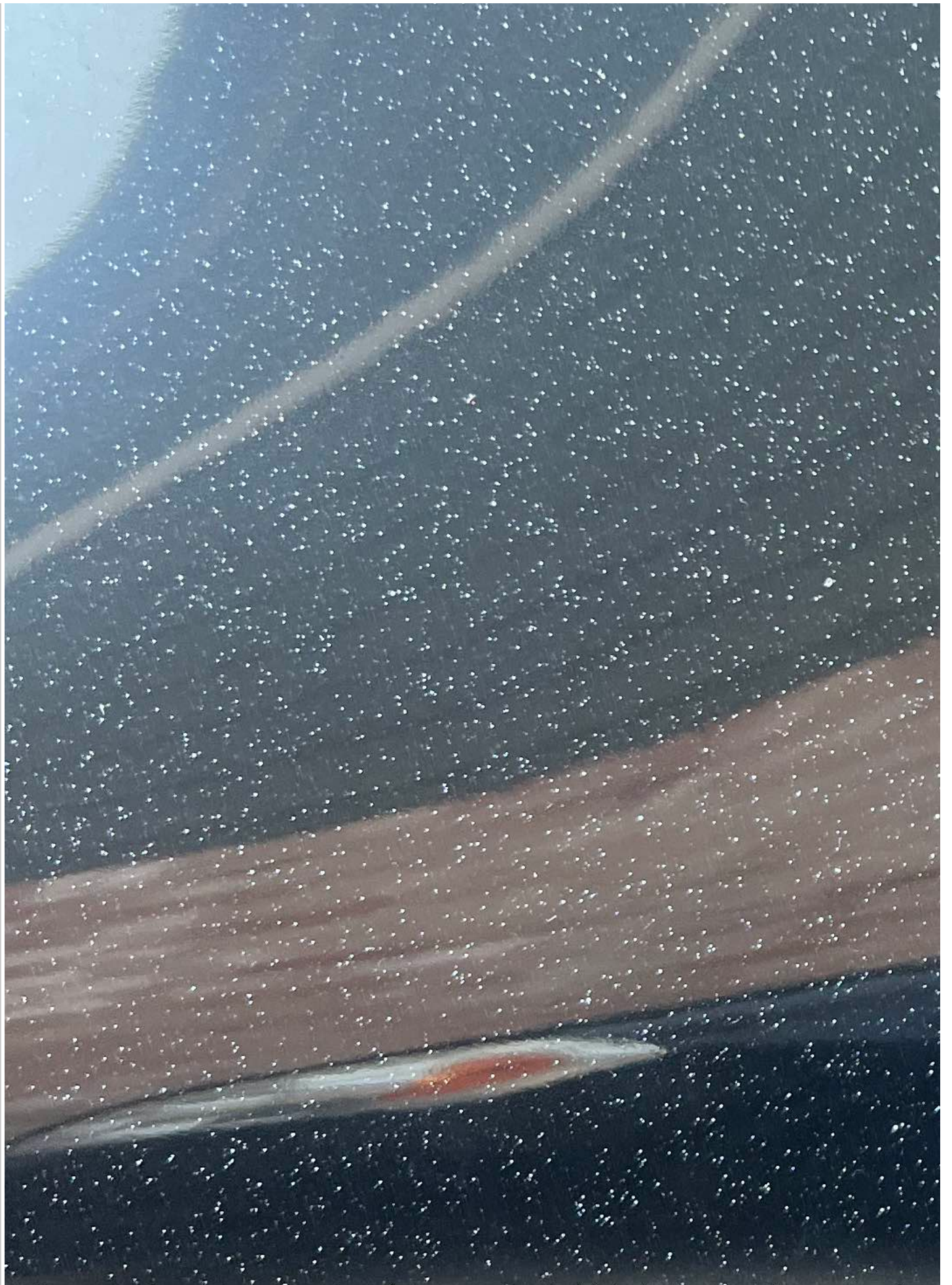




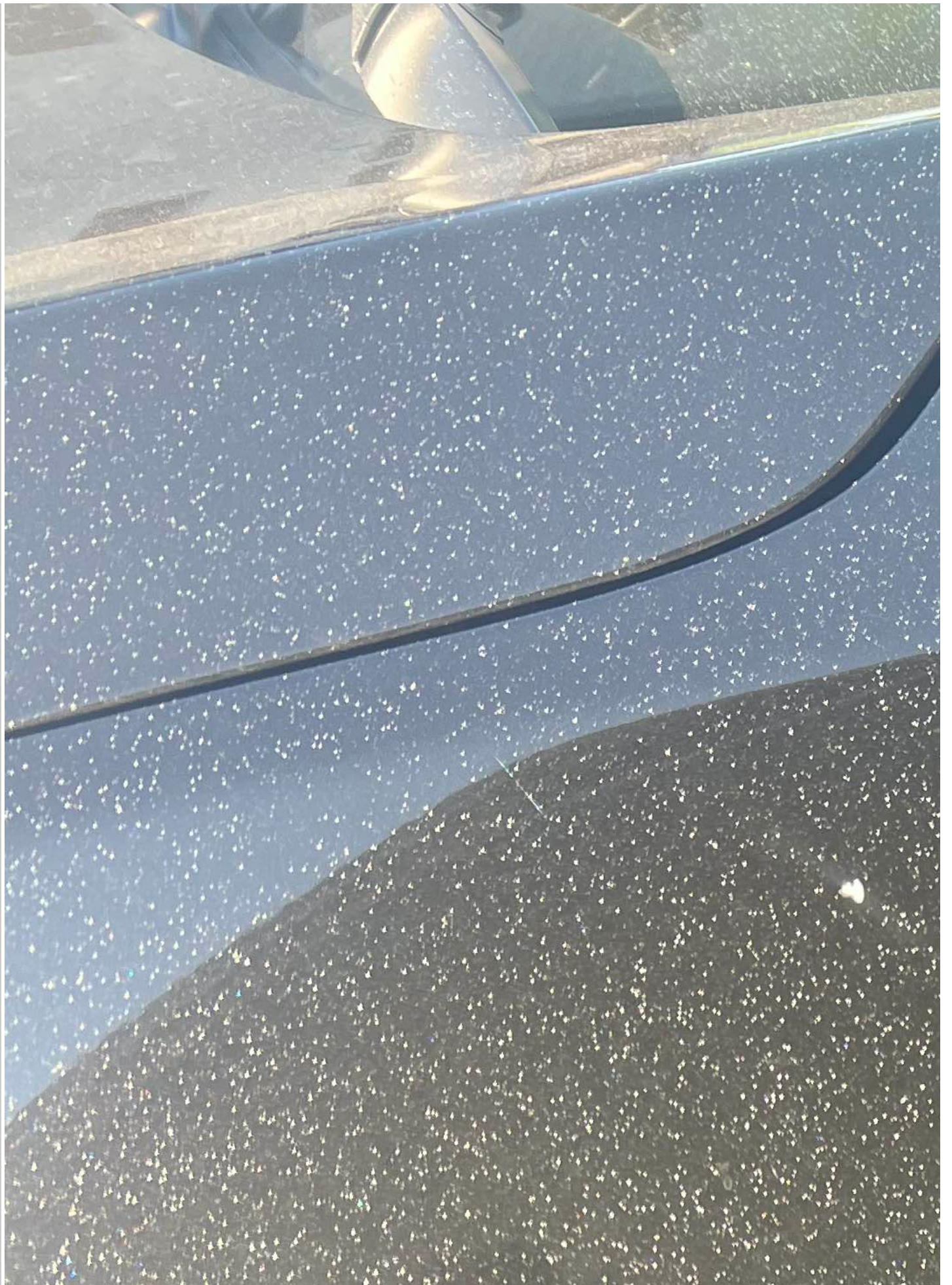
















Water District 109,

I am writing to notify you of property damage caused by the water tower painting project conducted on Monday, September 8, 2025. During

the project, overspray from the white paint settled onto my property, affecting:

3 black vehicles

Solid wood patio furniture

Vinyl patio furniture

My home's exterior

Backyard plants

All items now have visible paint overspray. I have attached photos as evidence.

At this time, I am requesting compensation for the replacement or restoration of the damaged property. Please confirm whether the District

or its contractor will be handling this claim and advise on the next steps.

I respectfully request a written response within 10 business days acknowledging receipt of this notice and outlining the process for

restitution.

Thank you for your prompt attention.



Tax Office

Bob Leared Interests, Tax Assessor-Collector
11111 Katy Freeway, Suite 725
Houston, Texas 77079-2197
Ph: 713-932-9011 • Fax 713-932-1150

September 12, 2025

Board of Directors
Harris County MUD #109

Via Email

Dear Board of Directors:

Thank you for this opportunity to introduce our company to **Harris County MUD #109** and explain the many advantages of contracting with Bob Leared Interests as your district's Tax Assessor-Collector. Bob Leared Interests has served special districts for over fifty years. We work with consultants and appraisal districts in Harris, Fort Bend, Montgomery and other Texas counties. We have enjoyed a sterling reputation of service both to the Boards of Directors and constituent taxpayers. We look forward to providing your district the same level of service.

We have continued progress in our office not only through required education of tax assessing-collecting, but also with streamlining our in-house procedures and computer software. We have been continually upgrading our proprietary computer software package for over 45 years. Because we have an in-house programmer/operator, we are able to constantly enhance features and stay current with technology and tax legislation.

At this time we would propose a monthly fee of \$3,325 per month. Each year the fee will be adjusted according to the item count on your tax roll. Any additional items to your tax roll will be added at \$0.95/item. Our attached contract lists all services included in this fee. Examples of additional charges are as follows:

Copies	\$0.20/each
Postage	Direct pass through (no upcharge)
Supplies	Direct pass through (no upcharge)
Archiving	\$15/month
Audit prep	\$250/year
Mileage	IRS guidelines
Meetings	Day \$120/hour <u>after</u> one hour
	Night \$120/hour at commencement of meeting

We are not proposing a fee for conversion to our computer system and setting up your district in our office. In the past we have been able to accomplish this with the former tax assessor's records and the appraisal district.

Our office is covered with a tax bond paid by the district. The Board determines the limit of that bond; the minimum being \$10,000. Additionally, Bob Leared Interests carries supplemental insurance as follows:

Houston Specialty Ins. Co.	Professional Liability	\$1,000,000/occurrence
Hartford Insurance Co.	Employee Liability	\$ 50,000/occurrence
Cowbell	Cyber Liability	\$1,000,000/occurrence

We are proud to have never made a claim on any insurance policy covering a misappropriation issue or any errors/omissions.

My objective to this point has been to introduce you to our pricing and our service. However, I must allow a few lines talking about the great customer service that Bob Leared Interests has provided throughout the past fifty years. We work very closely with our directors, district consultants and taxpayers. We would encourage you to solicit your auditor's opinion of our tax records and, additionally, the opinion of your financial advisor regarding the responsiveness by our office to their requests. Also, customer support and an open, honest dialogue are vitally important to us. We always welcome your comments, concerns and suggestions.

If you have any questions regarding the material we have supplied to you, please feel free to contact us. We extend an open invitation for the Board to visit our office. This will give you a feel for the "behind the scenes" activity that is the backbone of any service. It would be our pleasure to give you a tour of our office and introduce our staff. The employees that support the representative who attends the monthly meetings are the unsung heroes that all too often go unrecognized. They are vital not only to the collection process, but they are the representatives that greet the taxpayers on your behalf.

Again, we are pleased to provide a proposal for the service of Tax Assessor Collector to your district. We will be available to meet and discuss our company's history and capabilities at your convenience. Thank you for your consideration.

Sincerely,



Brenda C. McLaughlin, R.T.A.
President
Bob Leared Interests

**AGREEMENT FOR SERVICES
OF
TAX ASSESSOR AND COLLECTOR**

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT FOR SERVICES OF TAX ASSESSOR AND COLLECTOR (the "Agreement") is made and entered into by and between **Harris County Municipal Utility District No. 109** (the "District") acting through its duly authorized Board of Directors (the "Board") and BLICO, INC., dba Bob Leared Interests (the "Assessor-Collector"). In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I.

- (A) District hereby appoints BLICO, INC., dba Bob Leared Interests as District's Tax Assessor-Collector. Assessor-Collector shall perform the duties of said office as of the date of this Agreement and shall serve thereafter from year to year on the same terms, unless modified in writing by the parties hereto.
- (B) This Agreement may be terminated by either party upon the receipt of thirty (30) days' written notice, provided however that Assessor-Collector shall be compensated for the work performed through the effective date of termination.
- (C) Assessor-Collector shall perform all duties provided for in this Agreement including those duties set forth in Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", and Exhibit "F" which are attached hereto and incorporated herein, and all other duties required by law of District's Assessor-Collector.

II.

- (A) Assessor-Collector shall provide a bond, payable to District, to be approved by the Board, in the sum of \$10,000, unless otherwise specified, conditioned on the faithful performance of Assessor-Collector's duties and on paying over to the District's depository all monies directed to the Assessor-Collector for the benefit of the District. The cost of said bond shall be paid by District, the Board of which may in the future require additional security, if in its judgment additional security becomes necessary.

- (B) Assessor-Collector shall also give the District an executed certificate by an acceptable bonding company, when and if required by the District's Board, stating that each of Assessor-Collector's employees is covered by a fidelity bond. The cost of furnishing such certificate and the cost of providing a fidelity bond for each of Assessor-Collector's employees shall be paid by Assessor-Collector.

III.

- (A) BLICO, INC., dba Bob Leared Interests shall receive as compensation for services as District's Tax Assessor-Collector those fees and charges as set out in Exhibit "B" attached hereto and incorporated herein for all purposes. Unless otherwise specified herein or in Exhibit "B" hereto, all costs, expenses, charges for equipment, etc. shall be paid by Assessor-Collector.
- (B) In addition to the compensation set out in Exhibit "B," and to offset the cost of issuing and mailing tax certificates, Assessor-Collector shall receive an amount equal to the fees paid by title companies or others for issuing tax certificates.
- (C) In addition to the compensation set out in Exhibit "B," and to offset the cost of maintaining and distributing a Notice to Purchaser, Assessor-Collector shall collect from all persons or entities requesting said Notice a fee of \$10.00.
- (D) In addition to the Compensation set out in Exhibit "B," and to offset the cost of processing returned checks, Assessor-Collector shall collect from all persons or entities a fee of \$30 per returned item. Said fee shall be deposited into the District's depository and the District shall reimburse Assessor-Collector the amount of said fee, less any internal service charge the District may have incurred.
- (E) Compensation shall include the basic "on-line" computer services as outlined in Exhibit "C."
- (F) As directed by the District, Assessor-Collector offers Strategic Partnership Agreement ("SPA") services as outlined in Exhibit "D."
- (G) In addition to the Compensation set out in Exhibit "B," as directed by the District the Assessor-Collector shall be compensated to perform certain services to ensure compliance with Texas Tax Code §§§ 26.16-26.18 as outlined in Exhibit "E."
- (H) In addition to the Compensation set out in Exhibit "B," as directed by the District the Assessor-Collector shall be compensated to perform certain services to ensure compliance with Texas Government Code § 2051.202 as outlined in Exhibit "F."

IV.

- (A) All items prepared in accordance with the duties of Assessor-Collector as set forth in this Agreement shall become the property of District, unless otherwise agreed by both parties in writing. The District and Assessor-Collector each acknowledge that the requirements of Chapter 552, Texas Government Code, as amended (the "Public Information Act"), and Chapters 201-205, Texas Local Government Code, as amended (the "Local Government Records Act," and together with the Public Information Act, the "Acts"), each apply to all public information, as defined by the Public Information Act, and all local government records, as defined by the Local Government Records Act, related to the relationship between the District and the Assessor-Collector, and to any work carried out thereunder. The Assessor-Collector covenants that it will comply with all requirements of the Acts, the District's Record Management Program, and all applicable rules, regulations, policies and retention schedules adopted thereunder. Upon termination of this Agreement, Assessor-Collector shall promptly turn over to District all such items and, in addition thereto, the following, where applicable:

- (1) Appraisal District's certified rolls
- (2) Tax account checks and deposit slips
- (3) Correspondence files
- (4) Monthly report file
- (5) District boundary and subdivision maps.

V.

- (A) District agrees to provide Assessor-Collector at District expense the following:
- (1) The most recent audit of the District.
 - (2) A certified order from the Board adopting the tax rate(s) for the District.
 - (3) Delinquent tax roll to date, if not already available to Assessor-Collector.
 - (4) The current tax roll, if not already available to Assessor-Collector.
 - (5) All records normally prepared and maintained in the normal course of tax assessment and collection, if not already available to Assessor-Collector.
- (B) To the extent permitted by law, District agrees to hold Assessor-Collector harmless from and against any and all claims, demands, suits or judgments, including attorneys' fees, expenses and costs resulting from following the written directions and instructions of the District.

- (C) It is further expressly understood and agreed by BLICO, Inc., dba Bob Leared Interests and District that execution of this Agreement does not and will not prohibit BLICO, Inc., dba Bob Leared Interests from accepting employment by individuals or organizations other than District, provided, that such other employment shall not interfere with the duties of Assessor-Collector under this Agreement.

VI.

Assessor-Collector shall perform and is authorized to perform all duties required by law of District's Tax Assessor-Collector, which without limiting the foregoing, shall include those items listed in Exhibit "A."

Assessor-Collector will establish, maintain, and administer the District's tax account and will perform the following services with respect to the tax account:

- (1) Timely deposit funds in the tax account and transfer funds to the account(s) held by the District's bookkeeper; provided the Assessor-Collector is authorized to maintain a certain amount of funds in the tax account at all times to cover refunds and pay invoices, in such amount as is reasonably determined by the Assessor-Collector.
- (2) Prepare and present to the Board of Directors for approval all checks written on and notification of all wires initiated from the tax account.
- (3) Prepare monthly statements showing all activity in the tax account.
- (4) Safeguard the District's checkbook, deposit slips and bank statements for the tax account.

The District authorizes the Assessor-Collector to enroll in treasury management services with the financial institution holding the tax account, perform all reasonable and necessary banking services on behalf of District. Notwithstanding the foregoing, Assessor-Collector shall not be authorized to enter into agreements on behalf of the District unless so authorized by the District or to request treasury management services that create a security interest in the tax account. Assessor-Collector agrees to obtain the Board's approval prior to opening a new tax account(s) or closing the current tax account.

By signing this Agreement, Assessor-Collector verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Texas Government Code, it, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Texas Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Texas Government Code.

Assessor-Collector hereby represents and warrants that at the time of this Agreement neither Assessor-Collector, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Assessor-Collector: (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.

By signing this Agreement, Assessor-Collector verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Texas Government Code, 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 the 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.

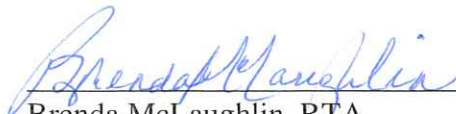
[EXECUTION PAGE FOLLOWS]

IN TESTIMONY WHEREOF, this instrument has been executed on behalf of the District by the President and attested by the Secretary of the Board and by Assessor-Collector on this _____ day of _____, 2025.

President, Board of Directors

ATTEST:

Secretary, Board of Directors



Brenda McLaughlin, RTA
Tax Assessor-Collector

EXHIBIT "A"

- (1) Inspect and review values established by the Appraisal District on all new construction in the District, as of January 1, of each year.
- (2) Reconcile engineer boundary map with appraisal district boundary map.
- (3) Assist Appraisal District in location and assessment of all property in the District.
- (4) File challenge petitions and represent District to Appraisal Review Board as required.
- (5) Certify Appraisal Roll to Board of Directors.
- (6) Receive and distribute tax rate value information to the financial advisor and publish proposed tax rate as required.
- (7) Prepare and mail tax bills.
- (8) Provide for issuance of tax certificates as provided by law.
- (9) Collect taxes, prepare, and submit monthly reports of all District's taxes collected during the preceding month and submit one annual report of all District's taxes collected or delinquent for the preceding year(s).
- (10) Maintain District's Records in accordance with Records Retention Schedules promulgated by the Texas State Library and Archives Commission and adopted by the Board.

EXHIBIT "B"

Assessor-Collector shall receive compensation for basic services outlined in Exhibit "A" of this Agreement a fee of \$3,325.00 per month which amount is based upon the 3,500 items listed on the 2025 tax roll. Additional items (over 3,500) will be billed each month at \$0.95 per item per additional item. Such adjustments shall become effective on January 1 of each calendar year and shall be based on a comparison of the prior and current year's items.

Additional services will be billed on the following hourly rate schedule:

Consulting	\$120.00
Clerical	\$ 65.00

Additional services must be approved by the Board of Directors of District or by an authorized representative before being rendered. Such services consist of, but are not limited to:

Bond Issues – Public Hearings – Tax Warrants – Tax Court – Tax Affidavits – Continuing Disclosures – Processing Annexations – Processing Request of Certificates of Value and Estimates of Value – Processing and Balancing Supplemental and Correction Rolls – Legislative Changes Requiring Tax Office Action

To defray a portion of the additional storage costs associated with the Records Retention Schedule (See, Exhibit "A", (10)) the District agrees to pay \$15.00 per month. This Storage Fee shall be billed quarterly in arrears. Additionally, an annual charge of \$250.00 shall be billed at the end of each fiscal year for activity surrounding audit preparation and consultation.

District shall compensate Assessor-Collector on an hourly rate schedule, as set out in this Exhibit, for attendance at regularly scheduled monthly meetings as follows: Day meetings will be billed at hourly rate **after** one hour of scheduled commencement; night meetings will be charged at the hourly rate beginning at scheduled commencement.

Assessor-Collector shall be reimbursed for mileage expense to and from the District's meetings. Said expense will follow Internal Revenue Service guidelines. All parking and toll expenses will also be reimbursed by District.

Furthermore, the District agrees to reimburse or to pay directly all costs of publication of notices required, additional computer charges, copies, postage, supplies, affidavits and/or recorded documents and positive pay.

EXHIBIT "C"

BASIC "ON-LINE" COMPUTER SERVICES

- 1 Certified Tax Roll
- 2 Tax Rolls (composite current and delinquent, mortgage companies)
- 1 Set Tax Statements
- 2 Delinquent Lists
- 2 Sets Delinquent Statements
- 1 Posted Tax Roll

EXHIBIT "D"

STRATEGIC PARTNERSHIP AGREEMENTS

Services Included:

- Initial drive out of applicable properties.
- Compiling of properties in spreadsheet format identifying taxable businesses.
- Submission of listing to City of Houston.
- Coordination with City of Houston to ensure full inventory of properties submitted to state agency.
- If available, monthly review of payment list for verification of payees.
- As directed by the Board of Directors, in-district review of current eligible properties.

Services will be billed on the following hourly rate schedule:

Consulting	\$120.00
Mileage	Prevailing IRS rate

EXHIBIT "E"

SERVICES CONCERNING TEXAS TAX CODE §§§ 26.16-26.18

Assessor-Collector shall perform all actions on behalf of District required to ensure District's compliance with Texas Tax Code §§§ 26.16-26.18, as amended, which shall include the following:

- Provide to the appropriate county representative those items required by Texas Tax Code § 26.16, and ensure the information provided is accurate and current.
- Provide to the appropriate appraisal district representative those items required by Texas Tax Code § 26.17, and ensure the information provided is accurate and current.
- Maintain, or provide for the maintenance of, a publicly accessible website which contains those District items required by Texas Tax Code § 26.18, and ensure the information provided is accurate and current.
- Provide to District copies of any taxpayer communications received by Assessor-Collector through the database(s) and/or website(s) created pursuant to Texas Tax Code §§§ 26.16-26.18 or their successor provisions.

Assessor Collector shall charge its hourly rate as outlined in Exhibit "B".

EXHIBIT "F"

SERVICES CONCERNING TEXAS GOVERNMENT CODE § 2051.202

Unless otherwise requested by the Board, and when applicable to the District, Assessor-Collector agrees to provide the following services to the District:

(A) When applicable to the District, Assessor-Collector shall host and maintain a generally accessible Internet website (the "Website") and shall post or have posted on the Website a District webpage, in the format, if any, prescribed by law, the information required under Texas Government Code Section 2051.202, as amended (the "2051.202 Information"). If Assessor-Collector is contracting with a third-party website provider, Assessor-Collector is responsible for providing the 2051.202 Information to the third-party website provider. Assessor-Collector is responsible for ensuring the 2051.202 Information on the Website is accurate and current. The District shall promptly respond to any requests for 2051.202 Information from the Assessor-Collector.

(B) If the Texas State Legislature enacts additional laws or amendments that expand the scope of information to be posted on the Website, the additional scope of work and compensation will be evidenced by a written proposal or service order, to be presented at a meeting of the Board and, upon approval by the Board, added as another exhibit to the Agreement without any further action required.

Assessor Collector shall charge its hourly rate as outlined in Exhibit "B".

AGREEMENT FOR SERVICES OF TAX ASSESSOR AND COLLECTOR

This **AGREEMENT FOR SERVICES OF TAX ASSESSOR AND COLLECTOR** (this "Agreement") is made and entered into effective as of the 16th day of September, 2025 by and between **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109** (the "District"), a political subdivision in the State of Texas, and **WHEELER & ASSOCIATES, INC.** ("Assessor-Collector"). Hereinafter, the District and Assessor-Collector may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, Section 49.059 of the Texas Water Code, as amended, authorizes the District to contract for tax assessment and collection services; and

WHEREAS, the Parties deem it necessary and appropriate at this time to amend and restate the Prior Agreement in its entirety.

NOW THEREFORE, in consideration of the mutual covenants and terms contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (capitalized terms used herein having the same meaning as defined in the Agreement unless otherwise specified herein):

I. APPOINTMENT; SERVICES; COMPLIANCE WITH LAWS

(A) The District hereby appoints Assessor-Collector as the District's tax assessor and collector. Assessor-Collector shall perform the duties of said office, as further specified hereinafter, effective as of the date of this Agreement and continuing throughout the term of this Agreement.

(B) Assessor-Collector shall perform and is authorized to perform all duties required by law of the District's tax assessor and collector, including, without limitation, those duties and services set forth in Exhibit "A" and Exhibit "B" attached to this Agreement and incorporated herein for all purposes.

(C) Assessor-Collector shall comply with all applicable registration requirements of the Property Taxation Professional Certification Act and any other applicable Texas law.

II. COMPENSATION

(A) Assessor-Collector shall receive as compensation for services rendered under this Agreement those fees and charges set forth in this Article below and in Exhibit "A" attached hereto. Assessor-Collector shall submit monthly invoices, together with backup documentation for hourly fees, in the monthly report provided to the Board of Directors of the District (the "Board").

(B) In order to offset the costs of issuing and mailing tax certificates, Assessor-Collector shall collect on behalf of the District from all persons or entities requesting such tax certificates a fee of \$10.00. This fee shall be made payable to the District and delivered directly to Assessor-Collector by the person or entity requesting the tax certificate and Assessor-Collector shall deposit said fee into the District's designated depository institution. In addition to the compensation set forth in Exhibit "A", the District shall pay to Assessor-Collector a fee of \$10.00 for each tax certificate issued by Assessor-Collector.

(C) In order to offset the costs of maintaining and distributing the District's Notice to Purchaser adopted pursuant to Section 49.452 of the Texas Water Code, as amended (the "Notice"), Assessor-Collector shall collect on behalf of the District from all persons or entities requesting said Notice a fee of

\$10.00. This fee shall be made payable to the District and delivered directly to Assessor-Collector by the person or entity requesting the Notice and Assessor-Collector shall deposit said fee into the District's designated depository institution. In addition to the compensation set forth in Exhibit "A", the District shall pay to Assessor-Collector a fee of \$10.00 for each Notice processed by Assessor-Collector.

(D) In addition to the compensation set forth in Exhibit "A", and to offset the cost of processing returned checks, Assessor-Collector shall collect from all applicable persons or entities the maximum fee permitted under Texas law to be assessed per returned item. Said fee shall be deposited into the District's designated depository institution and the District shall reimburse Assessor-Collector the amount of said fee.

III. BONDS

(A) Assessor-Collector shall give a bond to be approved by the Board, payable to the District, in the sum of \$10,000.00 or as required by resolution of the Board, issued by a surety company authorized to do business in Texas and meeting the minimum surety criteria adopted by the Board, and conditioned on the faithful performance of Assessor-Collector's duties and on paying over to the District's designated depository all money coming to Assessor-Collector's hands as tax Assessor and collector for the District. The Board, at any time in the future, may require additional security if in its judgment, such additional security becomes necessary. The cost of such bond and any additional security shall be paid by the District.

(B) Assessor-Collector shall also furnish to the District evidence that each of Assessor-Collector's employees is covered by a fidelity bond in principal amount no less than \$100,000.00 issued by a surety company authorized to do business in Texas and meeting the minimum surety criteria adopted by the Board. The cost of providing such fidelity bond and evidence shall be paid by Assessor-Collector.

IV. RECORDS

All items prepared pursuant to Assessor-Collector's performance of duties as the District's tax assessor and collector under this Agreement shall become and remain the property of the District, unless otherwise agreed by the Parties in writing. Assessor-Collector will comply with the Texas Public Information Act, the Texas Local Government Records Act and all applicable rules, regulations, policies and record retention schedules adopted pursuant thereto with respect to the District's records. Upon termination of this Agreement, Assessor-Collector shall relinquish and turn over to the District, without unnecessary delay, all such items, and, in addition thereto, the following:

- (A) All District checkbooks and deposit slips in Assessor-Collector's possession;
- (B) Correspondence files, and all folders paid by the District;
- (C) Previous monthly and annual report files;

(D) District boundary and subdivision maps paid for by the District as expenses of assessing and collecting District taxes;

(E) Tax account bank statements and safekeeping receipts from the custodian of the District's pledged securities; and

(F) All computerized District records, downloaded onto a transportable drive or hard drive.

Nothing herein shall be construed as prohibiting Assessor-Collector, at its expense, from having made and retaining copies of items relinquished and turned over to the District pursuant to this Article IV.

V. TERMINATION

This Agreement may be terminated by either Party, with or without cause, hereto by written notice to the other Party, with such termination to be effective as of the end of the calendar month next succeeding the receipt of such notice. Assessor-Collector shall be compensated in full, and shall be reimbursed in full for all expenses incurred on behalf of the District, through the date of such termination, including transfer of record fees in Exhibit "A".

VI. MISCELLANEOUS

(A) The District shall provide to Assessor-Collector, without unnecessary delay, the most recent audit of the District.

(B) Neither this Agreement nor Assessor-Collector's service hereunder or otherwise as the District's tax assessor and collector shall prohibit or prevent Assessor-Collector or any representative of Assessor-Collector from accepting employment by and performing services for individuals or organizations other than the District, in whatever capacity; provided, however, that such employment shall not interfere with the proper performance of the duties, expressed and implied, of Assessor-Collector as the tax assessor and collector for the District.

(C) This Agreement contains the entire agreement between the Parties related to the subject matter hereof. This Agreement supersedes and replaces any and all prior agreements between the Parties with respect to the subject matter hereof, including but not limited to the Prior Agreement, effective as of the date first written above.

(D) This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

(E) This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. The Parties agree that this Agreement shall not be construed in favor of or against either Party on the basis that the Party did or did not author this Agreement. Nothing in this Agreement shall be construed to violate any state or federal administrative or statutory provision, or any state or federal constitutional provision, and all acts done pursuant to this Agreement shall be performed in such manner as to conform thereto whether expressly provided or not. If any provision or term of this Agreement shall be held to be invalid or unenforceable by final judgment or decree of a court of competent jurisdiction, the remaining provisions and terms hereof shall remain in force and effect and binding upon the Parties.

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

(G) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of the District. The Parties agree that no provision of this Agreement extends the liability of the District beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor the conduct of the District relating to this Agreement shall be considered a waiver by the District of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

(H) It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship among the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Each Party is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the other Party for any purpose. No Party has the authority to bind the other Party.

(I) This Agreement shall be for the sole and exclusive benefit of the Parties and their respective legal successors and assigns. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party.

(J) This Agreement shall not be assignable by a Party without the prior written consent of the other Party.

(K) This Agreement shall be subject to change or modification only by a subsequent written modification duly approved and signed by both of the Parties hereto.

(L) As required by Chapter 2271, Texas Government Code, Assessor-Collector hereby verifies that Assessor-Collector, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(M) Pursuant to Chapter 2252 Texas Government Code, the Assessor-Collector represents and certifies that at the time of execution of this Agreement neither the Assessor-Collector, 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. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSESSOR-COLLECTOR AGREES TO INDEMNIFY, DEFEND AND HOLD THE DISTRICT HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY ASSESSOR-COLLECTOR PROVIDED HEREUNDER.

(N) As required by 2276.002, Texas Government Code, as amended, Assessor-Collector hereby verifies that Assessor-Collector, 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.

(O) As required by Section 2274.002, Texas Government Code, as amended, Assessor-Collector hereby verifies that Assessor-Collector, 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.

(P) This Agreement is binding only after all Parties listed below have signed this Agreement. The Parties have heretofore determined and hereby declare and represent that they are authorized and empowered to make, execute and deliver this Agreement under the laws and constitution of the State of Texas, and that the terms, conditions and provisions of this Agreement are mutually agreeable, fair and advantageous. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

(Q) The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed to be effective as of the date first written above.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

By: _____
President, Board of Directors

WHEELER & ASSOCIATES, INC.

Name: Catherine Wheeler

Title: CEO

CATHERINE WHEELER, RTA

TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BUSINESS ENTITY REPRESENTS AND WARRANTS TO THE DISTRICT THAT IT (**CHECK THE APPROPRIATE BOX**):

- ☐ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE DISTRICT PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☒ SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 TO THE DISTRICT ON NOVEMBER 14, 2024, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

REPRESENTATIVE OF BUSINESS ENTITY

EXHIBIT "A"

HOURLY RATE SCHEDULE

Officers - \$200/hour

Consultants - \$100/hour

FEE SCHEDULE

I. BASE FEE

The Assessor-Collector shall receive a base fee of \$2,500.00 per month for performance of the basic services outlined in Exhibit "B".

II. FEES FOR ADDITIONAL SERVICES

The Assessor-Collector shall be compensated as follows for the following additional services:

- | | |
|---|---|
| (1) Providing all computer services necessary to perform the duties required by law of District's tax assessor and collector | \$1.50 per tax unit per year
or
\$1,800.00 minimum per year
(whichever is greater) (payable
each October) |
| (2) Computer programing and/or website posting updates required by legislative changes and requested by the District; data transfers required by Texas Property Tax Reform and Transparency Act of 2019 (S.B. No. 2) and to comply with Texas Property Tax Code Section 26.17-26.18, as amended. | \$200 Officer Rate |
| (3) Providing publicly accessible internet website for District in compliance with Texas Property Tax Code Section 26.18, as amended, data transfers – data changes required; posting of required information on publicly assessable website in compliance with Texas Government Code, Section 2051.202 as amended
Including posting Notice to Purchasers, Minutes & Agendas (H.B. 1154) | \$1,800.00 Annual web-host fee
(payable each January) hourly
rate on monthly submissions |
| (4) Processing e-check and credit card tax payments and consulting with electronic payments vendor regarding District tax matters | \$1.50 per tax unit per year
(payable each August) |
| (5) Processing and balancing supplemental rolls and correction rolls, including name changes for said rolls | \$1.50 per actual tax unit(s)
added or corrected (payable as
incurred) |
| (6) Preparing and mailing current tax statements (excluding postage) | \$1.50 per tax unit per year
(payable each August) |

- | | | |
|------|--|---|
| (7) | Preparing and mailing delinquent tax statements, including any subsequent notices of additional penalties (excluding postage) | \$1.50 per delinquent tax unit per year (payable each February) |
| (8) | Assisting in preparation of and reviewing bond application reports and preliminary and final official statements, and issuing a letter of representation in connection with the District's sale of new money, refunding bonds and/or BAN | \$6,000.00 payable only if and when the bonds are issued. |
| (9) | Assisting the District in the annexation and de-annexation of property and providing the Appraisal District with changes of Director lots, and easements in the District's boundaries resulting from same | Hourly basis for actual time expended |
| (10) | Processing requests for certificates of value and certified estimates of value; inspecting and reviewing certificates of value and certified estimates of value provided by the Appraisal District and notifying the District of any significant errors or omissions | Hourly basis for actual time expended |
| (11) | Assisting the District's auditor in the preparation of the District's annual Audit Report | \$600 Audit Preparation |
| | | |
| (13) | Assisting the District's continuing disclosure counsel in the preparation of the District's annual Continuing Disclosure Report | Hourly basis for actual time expended |
| (14) | Assisting the District's delinquent tax attorney with delinquent tax and bankruptcy matters, processing court affidavits, and transfer of tax liens upon request. Including computer transmission of delinquent accounts requested. | Hourly basis for actual time expended |
| (15) | Consulting with Board members and other District representatives outside of Board meetings on matters regarding District taxes | Hourly basis for actual time expended |
| (16) | Corresponding with District taxpayers regarding general property tax questions | Hourly basis for actual time expended |
| (17) | Negotiating and preparing Installment Agreements on behalf of the District. | Hourly basis for actual time expended |

(18) Attending meetings of the Board beginning after 4:00 p.m. (night meetings), not to exceed one hour.	\$150.00 for first hour of meeting; hourly basis thereafter
(19) Attending special meetings of the Board (e.g. Town Hall meetings) (with prior Board approval)	Hourly basis for actual time expended
(20) Assisting with the preparation of the District's annual Unclaimed Property Report, including researching tax account records and preparing any necessary documentation	Hourly basis for actual time expended
(21) Prepare No-New-Revenue-Rate Calculation	\$1,500 per Tax Rate Calculation
(22) Correspond with the newspaper to publish and track tax rate notice	\$1,100 Publication Tracking
(23) Process and provide the required documents to District taxpayers via mail out of tax rate notice (with prior board approval)	Hourly basis for actual time expended
(24) Maintaining compliance with all applicable requirements of the District's Order Establishing Policy for Investment of District Funds and Appointing Investment Officer as may be amended from time to time; pledge and releasing of securities	Hourly basis for actual time expended
(25) Performing general research regarding District tax matters	Hourly basis for actual time expended
(26) Research Analytical Developer/Attorney firms	Hourly basis for actual time expended
(27) Performing field inspections as necessary to determine the inclusion or exclusion of property on the District's tax roll (with Board approval)	Hourly basis for actual time expended
(28) Processing water turn-offs for non-payment of District taxes (with prior Board approval)	Hourly basis for actual time expended
(29) Transferring District records upon termination of the Agreement	Hourly basis for actual time expended
(30) Meeting attendance exceeding one hour	Hourly basis
(31) District Activation at Appraisal District	Hourly basis
(32) Agricultural roll-back calculation	Hourly basis
(33) Bank Wire Transfers/Bank required documents	Hourly basis
(34) Out of District Reporting	Hourly basis
(35) Cybersecurity	\$100 per month

The fees described above shall be separate and apart from, and in addition to, Assessor-Collector's Base Fee. All additional services provided on an hourly basis shall be billed by Assessor-Collector in quarter hour increments at the applicable hourly rate (as set forth in the Hourly Rate Schedule above) for the individual performing such services. Assessor-Collector shall provide the District with detailed invoices (including timesheets for actual time expended) substantiating all fees for additional services.

III. MISCELLANEOUS FEES

(1) Supplies –Public property of the District	At cost
(2) Current copy of District Map	At cost (current Appraisal District price)
(3) Postage (including certified mail)	At cost (current USPS rate)
(4) Deliveries – Courier, UPS, FedEx	At cost
(5) Bank Charges (account maintenance fees)	At cost
(6) Copies, Scans and Faxes	\$0.45 per image
(7) Records Retention Storage (onsite/climate-controlled)	\$1.75 per tax unit per year
(8) Record shredding (prior Board approval)	At cost
(9) Tax Certificates – Research	Hourly rate
(10) Travel Mileage	Prevailing I.R.S. mileage rate

"At cost" as used above shall mean the cost or expense directly attributable to the District's tax roll and not any general overhead costs of the Assessor-Collector. The Assessor-Collector shall provide the District with detailed invoices substantiating all miscellaneous fees.

EXHIBIT "B"

BASIC SERVICES

1. Inspect and review certified values included on the certified appraisal roll provided by the Appraisal District as of January 1 of each year and notify the Appraisal District and the District of any errors or omissions in said values and properties.
2. Serve as consultant to the District for the purpose of reviewing the appraisal records of the Appraisal District as such records relate to the property subject to taxation by the District, which services shall include, (a) review of the Appraisal District appraisal records with respect to property subject to taxation by the District; and (b) if, from such review, Assessor-Collector discovers grounds for the District's challenging such appraisal records, delivery of a written report to the District, in care of the District's legal counsel, setting forth such grounds for such challenge, such report to be delivered no later than ten (10) days after such appraisal records are submitted by the chief appraiser to the Appraisal Review Board.
3. File challenge petitions and represent the District at hearings before the Appraisal Review Board held in accordance with the requirements of the Texas Property Code, as necessary.
4. Determine the total appraised value, total assessed value, and total taxable value of the property subject to taxation by the District, on receipt of the District's appraisal roll; and determine the appraised, assessed and taxable value of property added to (or subtracted from) the appraisal roll since the preceding tax year by annexation of territory and the appraised, assessed and taxable value of the improvements on the appraisal roll that were made after January 1 of the preceding tax year, using information provided by the Appraisal District.
5. Prepare and maintain the District's tax roll as a physical document.
6. Receipt and posting of current and delinquent tax payments, and depositing such payments in the District's depository institution, such deposits to be made at such intervals in accordance with law, as may be most practicable or as the Board may determine.
7. Prepare and submit the following reports to the Board:
 - (a) monthly written reports, under oath, of (i) all District taxes collected during the preceding month, (ii) all disbursements from the District's tax fund account, (iii) the status of outstanding District receivables, and (iv) historical tax data for the District; and
 - (b) an annual report, under oath, of all District taxes collected or delinquent for the preceding year.
8. Prepare and maintain one current and cumulative delinquent tax roll for the district.
9. Attendance at all regular scheduled meetings of the Board not to exceed one hour, after first hour; hourly rate is in effect.
10. Process refund applications submitted by District taxpayers.
11. Comply with the Texas Local Government Records Act and all applicable rules, regulations, policies and record retention schedules adopted by the Board pursuant thereto with respect to the district's records (subject to applicable Records Retention Storage fees set forth in Exhibit "A").

STATE OF TEXAS

COUNTY OF HARRIS

CONTRACT FOR THE
ASSESSMENT AND COLLECTION OF TAXES

CONTRACT FOR THE ASSESSMENT AND COLLECTION OF TAXES is entered into as of September 16, 2025 (the "Effective Date"), by and between **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT #109 (the "District" or "Taxing Unit")**, a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, and TAX TECH, INCORPORATED-(the "Assessor-Collector"), duly organized under the laws of the State of Texas.

WHEREAS, the Taxing Unit finds that the Assessor-Collector possesses significant expertise in the assessment and collection of ad valorem taxes;

WHEREAS, the Taxing Unit finds it economically advantageous to contract for assessment and collection services;

NOW, THEREFORE, the Taxing Unit and the Assessor-Collector do hereby, covenant and agree as follows:

Services To Be Provided

The Assessor-Collector will perform for the Taxing Unit all of the duties and responsibilities required of the tax assessor and collector of taxes for a taxing unit by the Texas Property Tax Code. The Assessor-Collector will perform those responsibilities as enumerated in the Tax Code as of the time of execution of this Contract and shall furthermore perform any additional responsibilities that may be imposed upon assessors and collectors by law or by rule of the State Property Tax Board during the term of this Contract.

Specifically, Assessor-Collector agrees to provide the following services to the District relating to compliance with Texas Tax Code 26.17 and 26.18:

- 1) Assessor-Collector shall provide to the chief appraiser of the appropriate appraisal district the data required under Texas Tax Code 26.17, as amended (the "Data"). Assessor-Collector shall continuously provide current and accurate Data to the chief appraiser of the appropriate appraisal district and electronically incorporate the required Data into the appropriate appraisal district database as mandated by Texas Tax Code 26.17, as amended.

Assessor-Collector shall immediately forward to the District all communications sent to the email address established or identified pursuant to Texas Tax Code 26.17(b)(14), as amended.

- 2) Assessor-Collector shall host and maintain a generally accessible Internet website (the "Website") and shall post or have posted on the Website, in the format, if any, prescribed by the Comptroller of the State of Texas (the "Comptroller"), the information required under Texas Tax Code 26.18, as amended (the "Information"). Assessor-Collector is responsible for ensuring the Information on the Website is accurate and current. The District shall promptly respond to any requests for Information from the Assessor-Collector.

Additional Services

The Assessor-Collector shall be available to provide such additional services as the Taxing Unit shall require and approved by the taxing unit. Additional Services shall be those items not imposed on the Assessor-Collector by the Property Tax Code. Such additional services shall be provided for such compensation listed in Attachment "A".

Tax Account

Assessor-Collector will establish, maintain and administer the District's tax account, and perform the following services with respect to the tax account:

1. Timely deposit funds in the tax account and transfer funds to the account(s) held by the District's bookkeeper; provided the Assessor-Collector is authorized to maintain a certain amount of funds in the tax account at all times to cover refunds and pay invoices, in such amount as is reasonably determined by the Assessor-Collector.
2. Prepare and present to the Board of Directors for approval all checks written on and wires initiated from the tax account.
3. Prepare monthly statements showing all activity in the tax account.
4. Invest District funds in accordance with state law and the District's investment policy.
5. Safeguard banking information of the District, including the District's checkbook, deposit slips and bank statements.

The District authorizes the Assessor-Collector to enroll in treasury management services with the financial institution holding the tax account, perform all reasonable and necessary banking services on behalf of District, and after approval of applications and agreements by the District, execute such necessary applications and agreements with said financial institution. Notwithstanding the foregoing, Assessor-Collector shall not be authorized to enter into agreements on behalf of the District unless so authorized by the District or request treasury management services that create a security interest in the tax account. Assessor-Collector agrees to notify and obtain the District's approval prior to opening a new tax account(s) or closing the current tax account.

Copies of Records

The Taxing Unit shall provide the Assessor-Collector, without charge, copies of all records necessary for performance by the Assessor-Collector under this contract, including, but not limited to, copies of all current and delinquent tax rolls. If the records of the taxing unit are not available or if the records of the taxing unit require verification, the taxing unit agrees to reimburse all actual out-of-pocket expenses and shall compensate the Assessor-Collector at an hourly rate as listed in Attachment "A" for services rendered to compile, verify, or create such records.

The Assessor-Collector, by executing this Contract, acknowledges receipt of the District's order establishing a records management program and designating a records management officer. The Assessor-Collector agrees to maintain all District records in its possession in accordance with the District's Document Retention Policy.

Compensation

The Assessor-Collector shall provide services as provided in this Contract for compensation consisting of \$1.22 (one dollar and twenty-two cents) per item, per month as certified by the appraisal district, with a monthly minimum of \$1,000. This charge shall not include the cost of the appraisal district, deposit slips, endorsement stamps, checks, courier costs, or of such publication costs as may be required by law. In addition to the above compensation, the Assessor-Collector shall be entitled to retain the amount charged, as provided by law, for the issuance of tax certificates and notices to purchasers. Said charge shall be to defray the cost of providing said tax certificates and notices to purchasers to each person requesting same. The charges for compliance with Texas Tax Code Section 26.17 are included in this monthly compensation. In addition to contracted fees and reimbursements:

1. The Assessor-Collector will charge a flat fee of \$2,500 for each District bond sale, \$1,500 for refunding bonds, and \$750 for continuing disclosures. Additional services will be billed in accordance with the rates set forth on Attachment "A".
2. Assessor/Collector shall charge a one-time setup fee of \$350 and a fee rate of \$350 per quarter (billed annually in arrears), for its services to the District related to compliance with Texas Tax Code 26.18. District shall also reimburse Assessor/Collector for its out-of-pocket costs related to compliance with Texas Tax Code 26.18.
3. Assessor/Collector shall charge a monthly fee of \$50 (billed annually in arrears), for its services to the District related to Positive Pay. District shall also reimburse Assessor/Collector for its out-of-pocket costs related to Positive Pay.

Compensation for Government Code 2051.202 and Tax Code 26.17-26.18 Compliance and Future Transparency Amendments

- 1) Assessor-Collector shall charge an annual fee of \$350 per year for its services to the District related to compliance with Texas Tax Code 26.17.
- 2) Assessor-Collector shall charge a monthly charge of \$350 per month for its services to the District related to compliance with Texas Government Code 2051.202 and Texas

Tax Code 26.18. This monthly fee shall be in addition to any fees charged by the Assessor Collector for compliance with Texas Tax Code 26.17.

- 3) Furthermore, when and if the Texas State Legislature enacts additional laws or amendments that expand the scope of information to be posted on the Website, the Assessor-Collector shall perform all actions on behalf of the District as required to ensure compliance. In such event, the additional scope of work and compensation will be evidenced by a written proposal or service order, to be presented at a meeting of the Board of Directors and, upon approval by the Board of Directors, added as another exhibit to the Contract without any further action required.

Also, the Taxing Unit agrees to pay Assessor-Collector for postage as follows: by multiplying the total number of tax items in the Taxing Unit, as identified by the Central Appraisal District, by three (3) times the current postage rate for first class mail. The postage billing shall cover all costs associated with the processing and handling of the District's annual billing, subsequent supplemental billings and other miscellaneous mailings associated with the collection of current and delinquent taxes. One-third of the postage payment will be paid after the annual mailing of tax bills, one-third with the mailing of delinquent statements, and the balance will be paid after the annual mailing of tax receipts.

Also, the Taxing Unit and the Assessor-Collector recognize the seasonal nature of the tax collection process, and that most of the work associated with the annual process occurs within the first quarter of the tax year. The tax year is defined as beginning on October 1 and ending on September 30 of each year. The Taxing Unit further agrees that if the District is annexed or dissolved, any portion of the fees still due the Assessor-Collector shall be paid in full prior to dissolution or annexation.

Bond

The Assessor-Collector shall give bond conditioned on the faithful performance of the duties of Assessor-Collector for the Taxing Unit and on paying over the Taxing Unit's depository, all money coming into Assessor – Collector's hand as said bond shall be made payable to and shall be approved by the governing body of the Taxing Unit in the amount of \$10,000 or as required by the Taxing Unit. The Taxing Unit shall pay for the premium for such bond from its available revenues.

The Assessor-Collector shall also give the Taxing Unit an executed certificate by an acceptable bonding company stating that Assessor-Collector's employees are covered by a fidelity bond in the sum of \$100,000 or as required by the Taxing Unit. The cost of furnishing such certificate and the cost of providing the fidelity bond for the Assessor-Collector's employees shall be paid by Assessor-Collector.

Insurance

Assessor-Collector shall procure and maintain throughout the term of this Contract, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Contract, Assessor-Collector shall furnish to the District certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing

compliance with the insurance requirements hereof. Certificates shall list District, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage.

Assessor-Collector shall cause its insurance companies to provide the District with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract.

Assessor-Collector shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate
2. Cyber Liability insurance with limits not less than \$500,000 each claim/annual aggregate. The cyber liability insurance shall include coverage, among other things, for regulatory violations and copyright infringement.

All general liability policies written on behalf of Assessor-Collector shall contain a waiver of subrogation in favor of the District and the District's agents and employees.

In addition, any general liability and/or cyber liability policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the District, and without rights of contribution or recovery against the District or from any such other insurance available to the District. Assessor-Collector, and not the District, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance.

Chapter 2271 Verification

By signing and entering into this Contract, Assessor-Collector verifies, pursuant to the Texas Government Code Chapter 2271, it does not boycott Israel and will not boycott Israel during the term of the Contract.

Anti-Terrorism Verification

Assessor-Collector hereby represents and warrants that at the time of this Contract neither Assessor-Collector, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Assessor-Collector: (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 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.

Applicable Laws

This Contract shall be construed in accordance with and subject to the laws of the State of Texas. This Contract, and all obligations created hereunder, shall be performable in Harris County and Fort Bend County, Texas.

Term

This Contract shall commence on 16th day of August, 2025, and end when both parties mutually agree; provided, however, that either party shall have the right to terminate this Contract by giving thirty (30) days written notice of their desire and intention to terminate this Contract.

In consideration of the terms and compensation herein stated, the Assessor-Collector hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Unit by the presiding officer of its governing body who is authorized to execute this instrument by Order heretofore passed and recorded in its minutes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

Harris County Municipal Utility District #109

President, Board of Directors

ATTEST:

Secretary, Board of Directors
(SEAL)

TAX TECH, INCORPORATED



By:

Name: Esther Buentello Flores

Title: President

ATTACHMENT "A"

HOURLY RATES

OFFICERS	\$180.00
MANAGERS	\$ 90.00
CLERICAL	\$ 60.00