

MINUTES OF BOARD OF DIRECTORS MEETING
AUGUST 18, 2026

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 August 18, 2026, 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 Sulpizio, thus constituting a quorum. Also attending all or parts of the meeting were Ms. Odett Champion of Bob Leared Interests (“BLI”), tax assessor and collector for the District; Deputy N. Ortiz of Harris County Precinct 4 Constable’s Office; Mr. Cory 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”), operator for the District; and Mr. Dimitri Millas and Ms. Jane Maher of Norton Rose Fulbright US LLP (“NRF”), attorneys for the District.

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

1. **Public Comments.** There were no public comments.
2. **Minutes.** The Board considered the proposed minutes of the meeting held on July 21, 2026, previously distributed to the Board. Upon motion by Director Moore, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the meetings held on July 21, 2026, as presented.
3. **Security Report.** President Parker recognized Sergeant Boepple, who reviewed the Security Report for the month of July 2026, a copy of which is attached hereto as *Exhibit B*. Upon motion by Director Green, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Security Report.
4. **Review Interlocal Agreement for Law Enforcement Services.** President Parker recognized Mr. Millas presented to and reviewed with the Board that the District’s Interlocal Agreement for Law Enforcement Services (the “Interlocal Agreement”) expiring September 30, 2027, a copy of which is attached hereto as *Exhibit C*. He stated that the Agreement is for four deputies at 65% for a total sum of \$352,040.00.

Upon motion by Director Green, seconded by Director Bone, after full discussion and the

question being put to the Board, the Board voted unanimously to approve the Interlocal Agreement.

5. Discuss Security Contribution Agreement for Reimbursement of Law Enforcement Services with Oaks of Atascocita Community Improvement Association. President Parker recognized Mr. Millas, who presented to and reviewed with the Board the Security Contribution Agreement for the Reimbursement of Law Enforcement Services (the "Agreement"), a copy of which is attached hereto as *Exhibit D*. Mr. Millas noted that the total contribution amount for the Agreement is \$44,005.00. He stated that the Agreement has twelve monthly payments of \$3,667.08.

Upon motion by Director Green, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Agreement.

6. Review Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order and approve Consumer Confidence Report. President Parker recognized Mr. Gehrke, who presented the Operations Report dated August 18, 2026 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit E*. Mr. Gehrke reported that 98.50% of the water pumped was billed for the period July 1, 2026 through July 31, 2026.

Mr. Gehrke reported on various maintenance items.

Mr. Gehrke reported on Water Plant No. 1. He stated that the water plant is back in operation as of August 3, 2026, and there is no evidence of sand at this time.

Upon motion by Director Moore, seconded by Director Green, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Operations Report, and approve the termination of delinquent accounts in accordance with the terms of the District's Rate Order.

7. Tax Collector's Report and authorize payment of certain bills and consideration of customer tax statement request. President Parker recognized Ms. Champion, who presented to and reviewed with the Board the Tax Assessor and Collector's Report for the month of July 2026, a copy of which is attached hereto as *Exhibit F*. She provided an update on the transition and tax payments. She reported that as of today, 97.6% of the District's 2025 taxes have been collected.

Upon motion by Director Green, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the 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 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 Bone, seconded by Director Green, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Bookkeeper's

Report and to authorize payment of the checks in the amounts, to the persons, and for the purposes listed therein.

9. **Consider HR&P Client Services Agreement for direct deposit services.** President Parker recognized Mr. Burton, who presented to and reviewed with the Board the Client Services Agreement with HR&P (the "Agreement"), a copy of which is attached hereto as *Exhibit H*. He stated that the Agreement will allow direct deposits for director fees.

Upon motion by Director Moore, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Agreement.

10. **Discuss Certificate of Deposit Account Registry Services ("CDARS").** President Parker recognized Mr. Burton, who discussed the Certificate of Deposit Account Registry Service ("CDARS") with New First Bank. He stated that the CDARS program is another way for the District to diversify funds and that there is no additional cost to the District for participating in the program.

Upon motion by Director Bone, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to move forward with the CDARS program.

11. **Review Investment Policy.** President Parker recognized Mr. Millas, who presented to and reviewed with the Board the Resolution Reviewing Investment Policy and Making any Desirable Changes Thereto (the "Resolution"), a copy of which is attached hereto as *Exhibit I*. He stated that NRF does not recommend any changes at this time.

Upon motion by Director Green, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Resolution.

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

Mr. Meinhardt reported on the Wastewater Treatment Plant Belt Press Replacement/Belt Press Building Rehabilitation. He stated that the new anticipated belt press delivery is for the end of October and that the contractor plans to mobilize one month before delivery date.

Mr. Meinhardt reported on the Sanitary Sewer Rehabilitation. He stated that the pre-construction meeting was held on August 5, 2026 and that the Notice to Proceed issued for August 17, 2026. He reviewed a proposal for Geotech for materials testing in the amount of \$15,960.00. Upon motion by Director Green, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the proposal for Geotech for materials testing in the amount of \$15,960.00.

Mr. Meinhardt reported on the Capital Improvement Plan. He stated that BGE anticipates 30% complete by the end of August.

Mr. Meinhardt reported on the Interconnect with Harris County Municipal Utility District No. 46 ("HCMUD No. 46"). He stated that the design is ongoing and that BGE anticipates 80% of design plans by the end of August, and 90% structural design plans by the end of August. He noted that BGE anticipates submitting to Harris County for initial review before the end of August.

Mr. Meinhardt reported on Water Plant No. 1 and No. 2 Electrical Improvements. He stated that design is ongoing and that BGE anticipates 90% design plans by the end of August.

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

Mr. Meinhardt reported on Capacity Commitments. He stated that there is no update.

Mr. Meinhardt reported on annexation/capacity request. He stated that there is no update.

Upon motion by Director Moore, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Engineer's Report.

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

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The above and foregoing minutes were passed and approved by the Board of Directors on September 15, 2026.

A handwritten signature in blue ink, appearing to be "Jeffrey", written over a horizontal line.

President, Board of Directors

ATTEST:

A handwritten signature in blue ink, "Cheryl C. Moore", written over a horizontal line.

Secretary, Board of Directors

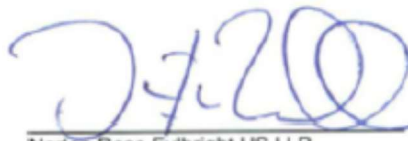
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

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, August 18, 2026**. 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 July 21, 2026;
3. Report by Harris County Precinct Four Constable and take any necessary action;
4. Review Interlocal Agreement for Law Enforcement Services and take appropriate action;
5. Discuss Security Contribution Agreement for Reimbursement of Law Enforcement Services with Oaks of Atascocita Community Improvement Association and take appropriate action;
6. Approve Operations Report, authorize repairs and approve termination of delinquent accounts in accordance with the District's Rate Order;
7. Review Tax Collector's Report and authorize payment of certain bills;
8. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
9. Consider HR&P Client Services Agreement for direct deposit services and take appropriate action;
10. Discuss Certificate of Deposit Account Registry Services ("CDARS") and take appropriate action;
11. Review Investment Policy and take appropriate action;
12. Review Engineer's Report, including approval of pay estimates, authorization of change orders to pending construction contracts, proposal for construction materials testing, annexation matters, capital improvement plan, variance request and authorize capacity commitments;
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.

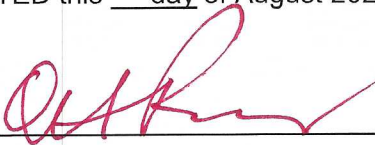
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CERTIFICATE OF POSTING NOTICE
OF MEETING OF BOARD OF DIRECTORS

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

I hereby certify that on Aug. 13, 2026, 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 13 day of August 2026.



Jane Maher

From: Russell Lambert <russ@texasnetwork.com>
Sent: Wednesday, August 12, 2026 8:47 PM
To: Jane Maher
Cc: The Texas Network
Subject: RE: 109 & AJOB August Postings

📧 External email >

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 August 18, 2026 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: Wednesday, August 12, 2026 9:46 AM
To: Russell Lambert <russ@texasnetwork.com>
Cc: The Texas Network <support@texasnetwork.com>
Subject: 109 & AJOB August 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 5:00 p.m. today. 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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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 July 2026

Categories

Burglary Habitation: 1	Burglary Vehicle: 1	Theft Habitation: 0
Theft Vehicle: 0	Theft Other: 1	Robbery: 0
Assault: 1	Sexual Assault: 0	Criminal Mischief: 1
Disturbance Family: 7	Disturbance Juvenile: 1	Disturbance Other: 4
Alarms: 16	Suspicious Vehicles: 8	Suspicious Persons: 9
Runaways: 0	Phone Harrassment: 1	Other Calls: 688

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	10	3	1	1	0	52	0	0	579	10
H68	82	30	27	1	1	15	0	5	847	21
H69	25	29	11	0	1	26	0	1	885	20
H70	126	54	9	3	1	73	0	1	1567	19
R11	2	0	0	0	0	0	0	0	82	1
R14	2	1	2	0	0	0	0	0	120	1
R17	2	0	2	1	0	6	0	2	135	1
TOTAL	249	117	52	6	3	172	0	9	4215	73

Summary of Events

Alarms:

Deputies were dispatched to 16 alarm calls that were cleared false.

Checks:

Deputies conducted numerous MUD, park, neighborhood, and other miscellaneous checks in the district.

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.

5400 Forest Timbers Dr – Deputy conducted a traffic stop. The driver was cited and their vehicle towed due to no license and no insurance.

Burglary Habitation:

5500 Deer Timbers Trail- Deputy responded to burglary of a habitation. Investigation revealed unknown suspect broke into a vacant home.

Burglary Vehicle:

19100 Moon Trail Dr- Deputy responded to burglary of a vehicle. Investigation revealed an unknown suspect entered an unlocked vehicle, stole property, and fled undetected.

Theft Other:

5300 Misty Moon Dr – Deputy responded to a theft. Complainant reported roommate stole money. Charges were declined.

Assault:

20000 Timber Forest Dr-Deputies were dispatched to an aggravated assault call. Investigation revealed an unknown suspect shot at the complainant then left location. No charges, ongoing investigation.

Criminal Mischief:

19100 Shay Ln- Deputies were dispatched to a criminal mischief. A known suspect caused damage to the complainant's property. Charges were declined.

Family Disturbance:

5200 Treewood Dr- Deputies were dispatched to family disturbance. Investigation revealed family members had an altercation. Suspect was arrested.

20600 W Lake Houston- Deputies were dispatched to family disturbance. Investigation revealed family members had an altercation. No charges were filed.

5200 Treewood Dr- Deputies were dispatched to family disturbance. Investigation revealed family members had an altercation. No charges were filed.

20000 Bambiwoods Dr- Deputies were dispatched to family disturbance. Investigation revealed family members had an altercation. No charges were filed.

20100 Timber Forest Dr- Deputies were dispatched to family disturbance. Investigation revealed family members had an altercation. No charges were filed.

19100 Woodland Hills Dr- Deputies were dispatched to family disturbance. Investigation revealed family members had an altercation. No charges were filed.

5800 FM 1960 RD E- Deputies were dispatched to family disturbance. Investigation revealed family members had an altercation. No charges were filed, however one party was arrested for outstanding warrants.

Suspicious Vehicle:

Deputies responded to 8 suspicious vehicle calls within the community. Each incident was investigated and cleared without further action required.

Suspicious Persons:

Deputies responded to 9 suspicious person calls within the community. Each incident was investigated and cleared without further action required.

Phone Harassment:

5400 Dove Forest Ln-Deputy responded to a Harassment. Investigation revealed a known suspect was harassing the complainant with text messages. Charges were filed.

Other:

20600 W Lake Houston Pkwy- Deputy responded to burglary of a building. Investigation revealed unknown suspect entered into a business and took items.

20800 Fawn Timber Trl -Deputies were dispatched to a mental health crisis. A consumer was transported to mental health facility to be evaluated.

20000 Big Timber Dr- Deputy responded to a fraudulent use of identification. Investigation revealed unknown suspect used the complainant's information to make purchases on amazon.

19100 Shay Ln- Deputy responded to a meet the citizen. Complainant wanted to report a known person refused to return their vehicle. Deputy located other party and the vehicle was returned, no charges were filed.

4500 FM 1960 Rd E- Deputy responded to a minor accident. The driver was intoxicated and arrested for DWI.

19700 River brook Ct – Deputies were dispatched to a mental health crisis. Consumer was transported to mental health facility to be evaluated.

19400 Forest Timbers Ct – Deputies were dispatched to a mental health crisis. Consumer was transported to mental health facility to be evaluated.

5500 Upper Lake Dr – Deputies responded to a hit and run accident. The at fault driver was located and arrested for FSGI.

5500 Moosewood Ct – Deputies were dispatched to a fraud call. Complainant reported that the company she hired to do taxes, sent fraudulent numbers to the IRS.

6100 Bailys Town Ct – Deputy was dispatched to credit card abuse call. Investigation revealed complainant reported unauthorized charges on her debit card.

19600 Leaning Timbers Dr – Deputy responded to a trespassing call. A subject was issued a trespass warning not to return.

19000 Wellswood Ct – Deputy responded to a death investigation. A subject was found deceased from natural causes.

19600 Swiftbrook Ct – Deputy responded to a mental health crisis. A consumer was transported to

a hospital for evaluation.

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN HARRIS COUNTY AND
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109**

THIS AGREEMENT is made and entered into by and between **HARRIS COUNTY, TEXAS** hereinafter referred to as the “County,” acting by and through its governing body, the Harris County Commissioners Court, and the **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109** (the “District”) acting by and through its governing body.

RECITALS:

This Agreement is made pursuant to Chapter 791 of the Texas Government Code, which authorizes contracts between counties and local governments for the performance of governmental functions and services; and

The District desires to obtain the services of the Harris County Constable Precinct 4 (the “Constable”) to provide law enforcement services within District’s geographical area as further defined in Exhibit “A”.

NOW THEREFORE, the County and the District, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

**I.
TERM**

1.1 The services to be performed under this Agreement shall begin on October 1, 2026, and end on September 30, 2027. This Agreement can be terminated sooner in accordance with the provisions of Section IV.

**II.
SERVICES**

2.1 The County agrees to authorize the Constable to provide 4 deputy(ies) to devote sixty five percent (65%) of their working time to provide law enforcement services related to the District’s geographical area (the “Area”), as further defined in “Exhibit A”, attached hereto and made a part hereof. “Law enforcement services” include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

2.2 As used herein, the phrase “working time” is defined as follows: the usual or normal hours that the Constable’s officers are required to work in any calendar month, and does not include any extra or overtime work. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when officers are not available. Vacation and sick leave are earned through County

service, and funeral leave is a benefit available to County employees. Therefore, “working time” shall not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Constable will authorize substitute officers to work within the area when the regularly assigned officers are not available.

2.3 The Constable shall retain control and supervision of the officers performing services under this agreement to the same extent as he does other officers. The District understands and agrees that this Agreement is not intended, nor shall it be construed, to obligate the Constable to assign officers to devote any portion of their working time to the area, including but not limited to circumstances like officer funerals and natural disasters.

2.4 As the Constable retains control and supervision of the officers and services, the District may not, based on late payment or non-payment by one of its members to the District of funds for District operations, or the law enforcement services of the Constable, limit or deny access of such members to the services of the Constable. All members shall be provided the same telephone numbers and electronic access means to contact the Constable.

III. CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$352,040.00 for 4 deputy(ies) for a total sum of THREE HUNDRED FIFTY TWO THOUSAND AND FORTY AND NO/100 DOLLARS (\$352,040.00) to be used by the County for the purpose of paying sixty five percent (65%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

September 20, 2026	\$29,337.00
October 20, 2026	\$29,337.00
November 20, 2026	\$29,337.00
December 20, 2026	\$29,337.00
January 20, 2027	\$29,337.00
February 20, 2027	\$29,337.00
March 20, 2027	\$29,337.00
April 20, 2027	\$29,337.00
May 20, 2027	\$29,337.00
June 20, 2027	\$29,337.00
July 20, 2027	\$29,337.00
August 20, 2027	\$29,333.00

The monthly installments are due and payable before 10:00 a.m. at the office of the County Treasurer, Dept. 101, P.O. Box 4354, Houston, TX 77210-4354. If the County provides the option, payment may be made by same time and date by electronic means to an account designated by the County.

Regarding the first payment due on September 20, 2026, the first payment is due on the latter of September 20, 2026 or five (5) days after the District receives a fully executed copy of this Agreement from the County.

IV. DEFAULT AND TERMINATION

4.1 The District understands and agrees that if the County does not receive the monthly payments within thirty (30) days of the date due, the County is authorized to terminate this Agreement without further notice. The County's failure to make demand for payments due is not a waiver of the District's obligation to make timely payment.

4.2 If the District defaults in the payment of any obligation hereunder, the District is liable to the County for an interest assessment of one percent (1%) on the unpaid amount. Interest shall thereafter compound monthly at one percent (1%) on unpaid amounts and interest assessments from the date of default until paid. This interest is in addition to any monies due for law enforcement services rendered hereunder. Interest on all past due amounts shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, charged, or received under law. Any interest in excess of that maximum amount shall be refunded. The District is also liable for attorney's fees and costs should the matter have to go to litigation for collection.

4.3 If the District is dissatisfied in any way with the performance of the County, the Constable or the officers under this Agreement, the District's sole remedy is termination under Section 4.4.

4.4 Either party may terminate this Agreement prior to the expiration of the term set forth in this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. The County will submit an invoice to the District showing the amounts due for the month in which termination occurs. The District agrees to pay the final invoice within ten (10) days of receipt.

4.5 If this Agreement is terminated at any time other than at the end of a contract month, the monthly installment or payment for such contract month will be prorated, less any unpaid amounts and interest under Paragraph 4.2.

4.6 In the event the Constable informs Commissioners Court and the District in writing that due to position vacancy or elimination occurring on or after October 1, 2026, the Constable cannot or will not provide 4 deputy(ies) to devote sixty five percent (65%) of their working time to provide law enforcement services related to the District's

geographical area, and provided that the District has prepaid its sum and further provided that such notice from the Constable identifies that such vacancy or elimination was of a position that served or facilitated service to the District, the District shall receive a refund equal to the number of days between the date of the Constable's notice and a subsequent meeting of Commissioners Court at which Commissioners Court amends or terminates the Agreement.

V. NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the County: Harris County
Harris County Administration Building
1001 Preston, Suite 610
Houston, Texas 77002
Attention: Clerk, Commissioners Court

with a copy to: Constable Mark Herman
Harris County Constable
6831 Cypresswood Drive
Spring, Texas 77379

To the District: Harris County Municipal Utility District No. 109
c/o Norton Rose Fulbright, LLP
1301 McKinney, Suite 5100
Houston, Texas 77010

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI. MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII. MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

7.2 Unless otherwise consented to and approved by Commissioners Court, agreement modifications that increase funding, personnel positions or geographical area can only be approved on a quarterly basis, and the effective date must coincide with the beginning of a pay period. Agreement modifications that decrease funding, personnel positions or geographical area may be approved at a regularly scheduled meeting of Commissioners Court, and the effective date must coincide with the end of a pay period, unless otherwise agreed to by the parties.

7.3 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

7.4 This Agreement is not in effect until it has been signed by the District and it has received the approval by the Harris County Commissioners Court and the Constable.

APPROVED AS TO FORM:

ABBIE KAMIN
County Attorney

HARRIS COUNTY

By /s/ Tiffany Dulaca
Tiffany Dulaca
Assistant County Attorney
C.A. File No. 26GEN2574

By _____
LINA HIDALGO
County Judge

Date Signed: _____

APPROVED:

MARK HERMAN
Harris County Constable Precinct 4

ATTEST:

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 109
(District)

By _____
Name: _____
Secretary

By _____
Title: _____

Date Signed: _____

APPROVED AS TO FORM:

By _____
Attorney

ORDER OF COMMISSIONERS COURT
AUTHORIZING AGREEMENT WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT
WITH HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109
FOR LAW ENFORCEMENT SERVICES

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey, P.E.	☐	☐	☐
Comm. Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$352,040.00, with HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109 for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**SECURITY CONTRIBUTION AGREEMENT FOR THE REIMBURSEMENT
OF LAW ENFORCEMENT SERVICES**

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This Agreement is entered into by HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109 (the "District"), and OAKS OF ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION (the "Association"), is entered into and effective as of August 18, 2026 (the "Effective Date").

RECITALS:

WHEREAS, the Association contracts with Harris County, to provide security services related to the Association's geographical area;

WHEREAS, the District maintains a shared interest in protection of the Association's geographical area;

WHEREAS the District seeks to contribute \$44,005.00 to the Association for the current contract with Harris County, as amended, (the "Security Services Contract") for certain law enforcement services in the Association's geographical area and the District geographical area; and

NOW, THEREFORE, the District and the Association, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**I.
PURPOSE**

1.1 The District seeks to provide twelve monthly contributions of \$3,667.08 for security services in the total amount of \$44,005.00 to the Association.

**II.
SERVICES**

2.1 The Association contracts with Harris County, for the security services described in the Security Services Contract to provide security services related to the Association's and the District's geographical area (the "area").

2.2 The Association shall retain control over the Security Services Contract. The parties agree and acknowledge that the security services provided is governed by the Security Services Contract, including the terms and conditions therein.

III.

CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the Association the total sum of \$44,005.00, payable in monthly installments as described in Article IV hereof, to be used by the Association for the purpose of paying the costs incurred by the Association under the Security Services Agreement, for the provision of providing security services.

IV.

PAYMENT

4.1 The District agrees to make payments on the total sum in installments, which are due and payable, without demand, on the following dates in the amounts set forth next to the dates:

September 30, 2026	\$3,667.08
October 31, 2026	\$3,667.08
November 30, 2026	\$3,667.08
December 31, 2026	\$3,667.08
January 31, 2027	\$3,667.08
February 28, 2027	\$3,667.08
March 31, 2027	\$3,667.08
April 30, 2027	\$3,667.08
May 31, 2027	\$3,667.08
June 30, 2027	\$3,667.08
July 31, 2027	\$3,667.08
August 31, 2027	\$3,667.08

The District hereby agrees to pay the Association monthly installments that are due and payable before 5:00 P.M. at the office of the Goodwin Processing. If the Association provides the option, payment may be made by same time and date by electronic means to an account designated by the Association.

V.

NOTICE

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To the District:

**Dimitri Millas
Norton Rose Fulbright US LLP
1550 Lamar Street, Suite 2000
Houston, Texas 77010**

Oaks of Atascocita Community Improvement Association
c/o Goodwin Processing
To the Association: **28420 Hardy Toll Rd,**
Suite 210
Spring, Texas 77373

5.2 Either party may designate a different address by giving the other party ten days' written notice.

VI. MERGER

6.1 The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VII. MISCELLANEOUS

7.1 This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

7.2 This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

By _____
NAME
Title

DATE: _____

OAKS OF ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION

By _____
NAME
Title

DATE: _____

WWWMS, INC.
HARRIS COUNTY MUD # 109
OPERATIONS REPORT
Tuesday, August 18, 2026

BILLING AND COLLECTION RECAP:

DEPOSITED IN YOUR ACCOUNT LAST MONTH:

Period Ending:	Jul-26
Deposit:	\$ 6,450.00
Penalty:	\$ 3,592.25
Water:	\$ 57,971.43
Sewer:	\$ 93,547.35
Inspection:	\$ 720.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 6,205.00
NHCRWA:	\$ 54,302.77
Reconnect:	\$ -
NSF Fee:	\$ 35.00
Total Collections:	\$ 222,823.80

CURRENT BILLING:

Period Ending:	Aug-26
Deposit:	\$ 150.00
Penalty:	\$ 4,047.82
Water:	\$ 59,162.69
Sewer:	\$ 101,320.79
Inspection:	\$ 800.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 3,160.00
NHCRWA:	\$ 71,956.04
Total Billing:	\$ 240,597.34

CUSTOMER AGED RECEIVABLES:

30 Day	16%	\$ 38,063.71
60 Day	5%	\$ 12,502.85
90 Day	1%	\$ 1,730.28
120 Day	13%	\$ 30,604.92
Overpayments		\$ (10,263.13)
Total Receivables:		\$ 72,638.63

HGCSD PERIOD: 7/1/26 THRU 7/31/26

Period 6/1/26 thru 5/31/27

MONTHLY TOTAL

Gallons Authorized:	450.000	MG
Current Month Produced:	34.024	MG
Cum. Gallons Produced:	59.353	MG
Auth. Gallons Remaining:	390.647	MG
Avg. Gallons Per Month:	29.676	MG
Permit Months Remaining:	10	

WATER PLANT OPERATIONS:

Period: 7/1/2026 thru 7/31/2026

MONTHLY TOTAL

Production:	30.603	MG
Amount Purchased:	0.000	MG
Total Amount:	30.603	MG
Consumption: (Billed)	27.319	MG
46 I/C	0.000	MG
Maint. / Leaks / Flushing	2.025	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	30.144	MG
Daily Average Production:	0.987	MG
Percent Accounted For:	98.50%	

WELL PUMP #1 Flushing and GST Cleaning due to sand.

NEW METER INSTALLATIONS:

Residential:	0
Commercial:	0
Total:	0

CONNECTION COUNT:

Residential:	3003
Commercial:	100
Clubs/Schools:	1
Irrigation:	19
Vacant:	54
Builders:	22
Vacation:	0
No Bill:	6
	3205
New Finals and Transfers	-29
	3176

ACCOUNTS SENT TO COLLECTIONS:

Total of (0)

HARRIS COUNTY MUD #109

ACTIVITY REPORT

August 18, 2026

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 JULY 2026
- D.) Billing / Recap Summary Report

Item 2: Water Plant 1 UPDATE

- A.) Water plant back in operation as of August 3rd, 2026, no evidence of sand at this time.

Item 3: GM Services

- A.) Performed and completed well testing for wells #1 and #2. See attached reports.

NOTE Water Plant #2 well pump submergence +/- 100 feet:

MONTH	PUMP SUBMERGENCE	GALLON PER MINUTE
Aug-25	80 FEET	2083
Nov-25	81 FEET	2026
Feb-25	103 FEET	2129
May-26	106 FEET	2143
Aug-26	97 FEET	2087

Item 4: 19722 Burle Oak Ct.

- A.) Resident denied us access to clear area around manhole and requested we replace fence picket where we marked with green paint to identify the location of the manhole. Resident also threatened legal action. See attached pictures.

Item 5: Cut off Report / Status on Arrears Account

- A.) Due Date: 8/8/2026
- Door hangers: 8/17/2026
- Cut offs: 8/20/2026

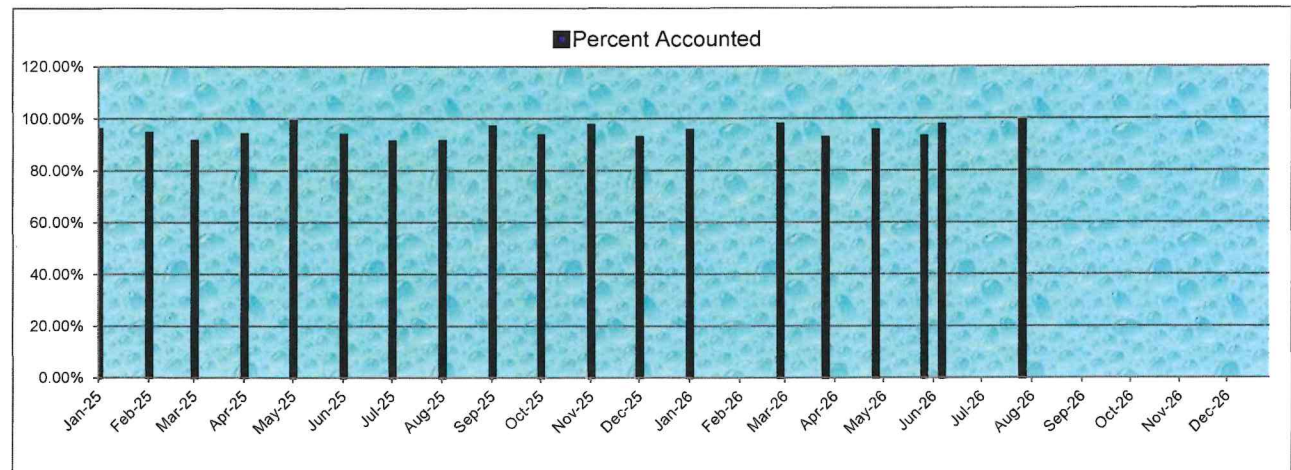
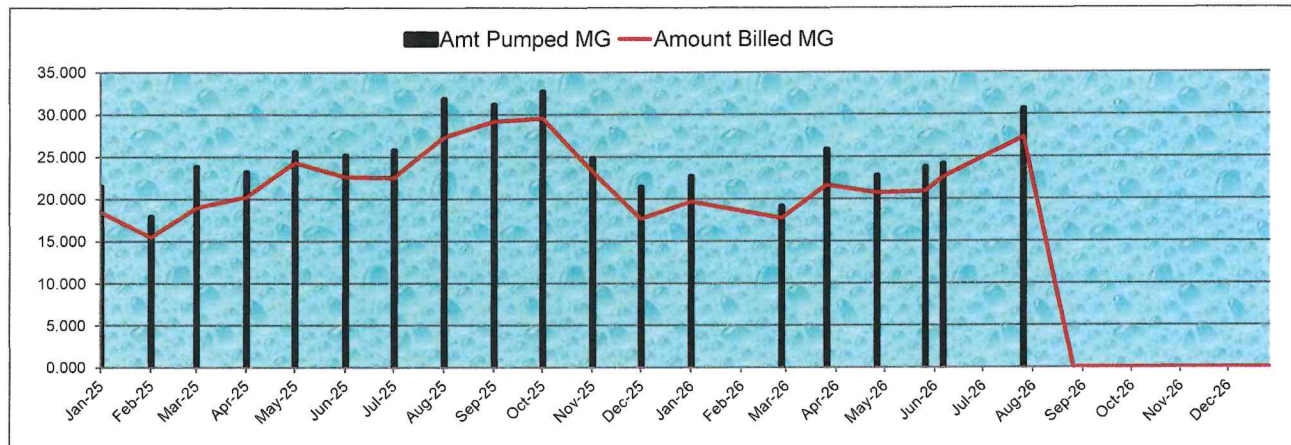
HARRIS COUNTY MUD #109

WATER PRODUCTION REPORT

August 18, 2026

Month /Year	Amt Pumped MG	Amt Billed MG	Maint. MG	Amt. Sold I/C	Amt.Sold HC 151	Total Amount	Percent Accounted
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	31.135	29.146	0.000	0.000	0.800	29.946	96.18%
Oct-25	32.678	29.520	0.000	0.000	0.800	30.320	92.78%
Nov-25	24.833	23.211	0.000	0.000	0.800	24.011	96.69%
Dec-25	21.399	17.598	1.300	0.000	0.800	19.698	92.05%
Jan-26	22.649	19.653	1.000	0.000	0.800	21.453	94.72%
Feb-26	19.079	17.725	0.000	0.000	0.800	18.525	97.10%
Mar-26	25.812	21.648	1.300	0.000	0.800	23.748	92.00%
Apr-26	22.707	20.715	0.000	0.000	0.800	21.515	94.75%
May-26	23.713	20.890	0.200	0.000	0.800	21.890	92.31%
Jun-26	24.103	22.547	0.000	0.000	0.800	23.347	96.86%
Jul-26	30.603	27.319	2.025	0.000	0.800	30.144	98.50%
Aug-26							
Sep-26							
Oct-26							
Nov-26							
Dec-26							
Total	473.284	419.814	10.625	0.000	15.200	445.639	1789.40%
Average	24.910	22.095	0.559	0.000	0.800	23.455	94.18%

WELL PUMP #1 Flushing and GST Cleaning due to sand.



NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY
Groundwater and/or Surface Water Reporting and Billing Form - 2026

Report filed online <http://oprs.nhcrwa.com>

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

Billing period for which the report is being filed

Billing Period	Rate per 1,000 gallons	Due Date
July 01-31, 2026	\$2.60 groundwater \$3.05 surface water	September 18, 2026

Gallons of Groundwater Pumped for Billing Period

	Start Meter Reading	End Meter Reading	Total
Well #2083	476,914 x1000	508,743 x1000	31,829,000
Well #4448	6,194 x1000	8,219 x1000	2,025,000
Adjustment			0

Gallons of Surface Water Pumped for Billing Period

	Start Meter Reading	End Meter Reading	Total

Water imported from outside NHCRWA

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

Miscellaneous water (not billed)

Other entity	Water Type	Direction	Amount
	Groundwater	Out	

Notes

NOTE Well #4448 New meter was installed a few months ago by NHCRWA.

1	Enter total gallons of groundwater pumped and/or imported	33,854,000
2	Divide by 1000	33,854
3	Total groundwater fee due (multiply line 2 x \$2.60)	\$88,020.40
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	\$75,759.15

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: August 15, 2026

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 2026 THROUGH DECEMBER 2026 ANNUAL RECAP COLLECTIONS REPORT

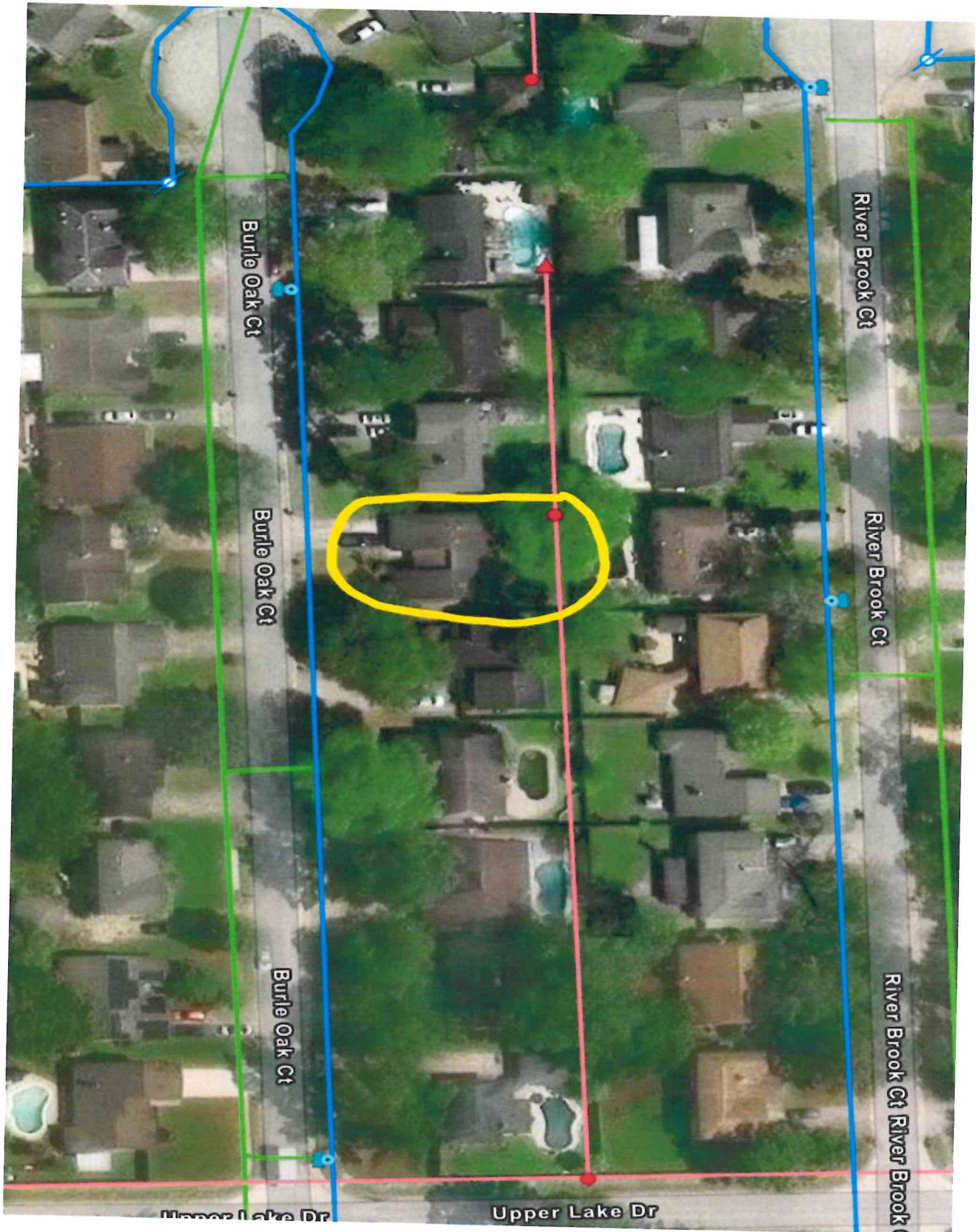
COLLECTIONS:	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026	August 2026	September 2026	October 2026	November 2026	December 2026
WATER PAYMENTS	\$ 50,975.34	\$ 50,509.08	\$ 52,250.52	\$ 58,341.95	\$ 53,228.00	\$ 57,484.83	\$ 57,971.43					\$ 380,761.15
SEWER PAYMENTS	\$ 61,692.20	\$ 65,178.41	\$ 60,789.02	\$ 68,865.55	\$ 64,638.88	\$ 78,779.16	\$ 93,547.35					\$ 493,490.57
PENALTY PAYMENTS	\$ 3,933.95	\$ 3,856.43	\$ 3,198.56	\$ 3,324.22	\$ 2,772.26	\$ 3,244.27	\$ 3,592.25					\$ 23,921.94
NHC/RVA	\$ 38,470.01	\$ 41,640.96	\$ 39,224.59	\$ 46,429.96	\$ 42,816.93	\$ 49,043.40	\$ 54,302.77					\$ 311,928.62
RECONNECT FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
MISCELLANEOUS	\$ 7,536.03	\$ 9,635.90	\$ 8,205.45	\$ 6,295.03	\$ 5,499.34	\$ 5,685.67	\$ 6,205.00					\$ 49,062.42
DEPOSIT	\$ 4,687.54	\$ 3,500.00	\$ 5,700.00	\$ 5,087.46	\$ 3,200.00	\$ 5,700.00	\$ 6,450.00					\$ 34,325.00
NSF FEES	\$ 70.00	\$ 175.00	\$ 315.00	\$ 312.44	\$ 72.56	\$ 315.00	\$ 35.00					\$ 1,295.00
INSPECTION FEES	\$ 521.00	\$ 850.00	\$ 650.97	\$ 740.31	\$ 874.33	\$ 985.44	\$ 720.00					\$ 5,322.05
TOTAL DEPOSIT	\$ 167,886.07	\$ 175,345.78	\$ 170,334.11	\$ 189,396.92	\$ 173,102.30	\$ 201,217.77	\$ 222,823.80	\$ -	\$ -	\$ -	\$ -	\$ 1,300,106.75
ARREARS BREAKDOWN												
30 DAYS	\$ 30,150.55	\$ 27,831.82	\$ 25,014.93	\$ 24,571.31	\$ 31,547.00	\$ 35,650.79	\$ 38,063.71					\$ 212,830.11
60 DAYS	\$ 16,768.92	\$ 13,853.33	\$ 13,212.14	\$ 11,397.23	\$ 10,726.15	\$ 11,062.73	\$ 12,502.85					\$ 89,523.35
90 DAYS	\$ 4,398.06	\$ 3,811.32	\$ 3,631.42	\$ 2,041.91	\$ 1,941.80	\$ 2,497.42	\$ 1,730.28					\$ 20,052.21
120 DAYS	\$ 30,607.11	\$ 29,753.67	\$ 30,597.25	\$ 31,025.62	\$ 29,544.93	\$ 29,863.56	\$ 30,604.92					\$ 211,997.06
OVER PAYMENTS	\$ (7,929.87)	\$ (9,147.63)	\$ (9,192.42)	\$ (9,327.15)	\$ (9,869.03)	\$ (11,617.31)	\$ (10,263.13)					\$ (67,346.54)
TOTAL ARREARS	\$ 73,994.77	\$ 66,102.51	\$ 63,263.32	\$ 59,708.92	\$ 63,890.85	\$ 67,457.19	\$ 72,638.63	\$ -	\$ -	\$ -	\$ -	\$ 467,056.19

HARRIS COUNTY MUD 109

19722 BURLE OAKS CT.

AUGUST 14, 2026

RESIDENT REFUSED US ACCESS TO BURIED MANHOLE



HARRIS COUNTY MUD 109

19722 BURLE OAKS CT

MANHOLE BURIED UNDER GROUND COVERED VINES



HARRIS COUNTY MUD #109
TAX ASSESSOR/COLLECTOR'S REPORT

7/31/2026

Taxes Receivable: 8/31/2025	\$	.00	
Reserve for Uncollectables	(	.00)	
Adjustments		<u>203,225.20</u>	\$ <u>203,225.20</u>
Original 2025 Tax Levy	\$	3,867,956.35	
Adjustments		<u>282,981.44</u>	<u>4,150,937.79</u>
Total Taxes Receivable			\$ 4,354,162.99
Prior Years Taxes Collected	\$	41,152.22	
2025 Taxes Collected (97.4%)		<u>4,043,184.39</u>	<u>4,084,336.61</u>
Taxes Receivable at: 7/31/2026			\$ <u>269,826.38</u>

2025 Receivables:	
Debt Service	49,541.79
Maintenance	58,211.61

bob leared interests

11111 Katy Freeway, Suite 725
Houston, Texas 77079-2197

Phone: (713) 932-9011
Fax: (713) 932-1150

HARRIS COUNTY MUD #109

	Month of 7/2026	Fiscal to Date 6/01/2026 - 7/31/2026
Beginning Cash Balance	\$ 105,822.52	127,453.45
Receipts:		
Current & Prior Years Taxes	13,088.29	33,327.17
Penalty & Interest	2,419.32	6,261.65
Additional Collection Penalty	2,787.33	3,693.05
Overpayments	262.89	262.89
Stop Payment on Check	217.50	217.50
Funds Pending Certification	1.07	1.09
Refund - due to adjustments	3,758.40	6,628.99
Rendition Penalty		73.39
TOTAL RECEIPTS	\$ 22,534.80	50,465.73
Disbursements:		
Atty's Fees, Delq. collection	1,284.27	6,406.12
CAD Quarterly Assessment		8,149.00
Refund - due to adjustments	2,870.59	3,992.33
Refund - due to overpayments		65.77
Transfer to Debt Service Fund	30,000.00	45,000.00
Transfer to General Fund	10,710.55	26,728.57
Tax Assessor/Collector Fee	3,327.85	6,655.70
Rendition Penalty CAD Portion		30.07
Postage/Deliveries	113.45	497.89
Copies		343.12
Mileage Expense	50.75	50.75
Meeting Attendance - Night	120.00	120.00
Envelopes - May Del Stmts	102.30	102.30
Positive Pay	25.00	25.00
TOTAL DISBURSEMENTS	(\$ 48,604.76)	(98,166.62)
CASH BALANCE AT: 7/31/2026	\$ 79,752.56	79,752.56

HARRIS COUNTY MUD #109

Disbursements for month of August, 2026

Check#	Payee	Description	Amount
	W/T to Debt Srv Fund 8/17/26	Transfer to Debt Service Fund	\$ 15,000.00
	W/T to General Fund 8/17/26	Transfer to General Fund	7,569.93
1085	Capital Star LLC	Refund - due to adjustments	63.52
1086	Tex Group Properties LLC	Refund - due to adjustments	120.70
1087	DMG Investment Group LLC	Refund - due to adjustments	52.33
1088	YL Group LLC	Refund - due to adjustments	98.89
1089	Pyramid Investment Group LLC	Refund - due to adjustments	48.26
1090	Rideaux Wilda J & Zenobia A	Refund - due to adjustments	722.62
1091	WLHP2 LLC	Refund - due to adjustments	2,652.08
1092	Shell Federal Credit Union	Refund - due to overpayments	208.12
1093	Jim Tobola	Refund - due to overpayments	54.77
1094	Love James E	Reissue Stop Pymt Ck	217.50
1095	Bob Leared	Tax Assessor/Collector Fee	3,624.85
TOTAL DISBURSEMENTS			\$ 30,433.57
Remaining Cash Balance			\$ 49,318.99
Stellar Bank			

HARRIS COUNTY MUD #109

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 7/2026	Adjustments To Collections 7/2026	Total Tax Collections at 7/31/2026	Total Taxes Receivable at 7/31/2026	Collection Percentage
2025	15,864.61	2,156.70-	4,043,184.39	107,753.40	97.404
2024	982.08	1,601.70-	28,550.31	47,604.65	98.849
2023			9,127.78	21,424.51	99.457
2022			1,861.29	17,605.42	99.529
2021			331.32	11,566.85	99.657
2020			258.97	9,635.40	99.695
2019			60.99	6,875.12	99.777
2018				5,412.32	99.814
2017				5,725.08	99.802
2016			124.78	4,902.85	99.825
2015				3,960.22	99.846
2014				3,412.88	99.852
2013				2,574.95	99.877
2012				2,341.65	99.887
2011			241.08	1,734.03	99.918
2010			271.05	1,872.08	99.912
2009			281.05	2,076.40	99.904
2008			62.19	1,613.10	99.925
2007				2,043.88	99.902
2006				1,948.99	99.908
2005				1,727.19	99.921
2004				2,673.00	99.867
2003				2,457.42	99.868
2002				227.94	99.987
2001				233.73	99.986
2000				136.87	99.992
1999				41.74	99.997
1998				158.57	99.988
1997				34.68	99.997
1996				32.10	99.997
1995				19.36	99.998

(Percentage of collections same period last year)

HARRIS COUNTY MUD #109

HISTORICAL TAX DATA

Year	Taxable Value	SR/CR	Tax Rate	Adjustments	Reserve for Uncollectibles	Adjusted Levy
2025	954,238,528	12 / 12	.435000	282,981.44		4,150,937.79
2024	950,597,446	23 / 23	.435000	2,830.29-		4,135,098.89
2023	897,244,350	34 / 34	.440000	1,450.06		3,947,875.13
2022	795,700,601	46 / 46	.470000	1,367.46		3,739,792.83
2021	702,967,310	58 / 58	.480000	117.59		3,374,243.08
2020	658,929,764	65 / 65	.480000	.01-		3,162,862.86
2019	641,962,199	00 / 00	.480000			3,081,590.26
2018	593,228,582	00 / 00	.490000			2,906,869.36
2017	579,121,338	00 / 00	.500000			2,895,613.63
2016	540,136,676	00 / 00	.520000			2,808,690.61
2015	494,944,745	00 / 00	.520000			2,573,712.76
2014	442,648,062	00 / 00	.520000			2,301,769.82
2013	403,370,606	00 / 00	.520000			2,097,527.32
2012	398,369,066	00 / 00	.520000			2,071,519.13
2011	408,021,927	00 / 00	.520000			2,121,714.06
2010	411,326,061	00 / 00	.520000			2,138,895.52
2009	415,504,618	00 / 00	.520000			2,160,628.25
2008	411,931,758	02 / 11	.520000			2,142,045.24
2007	400,957,245	01 / 20	.520000			2,084,977.70
2006	376,557,265	01 / 33	.560000			2,108,720.67
2005	366,208,721	01 / 46	.600000			2,197,283.24
2004	335,049,282	01 / 29	.600000			2,010,295.69
2003	310,501,847	06 / 24	.600000			1,863,011.08
2002	290,527,832	07 / 22	.600000			1,743,166.99
2001	275,035,288	11 / 23	.620000			1,705,006.18
2000	251,170,142	22 / 22	.649140			1,630,288.09
1999	217,977,950	15 / 15	.680000			1,482,019.84
1998	197,957,174	17 / 17	.680000			1,346,040.98
1997	179,258,410	00 / 00	.680000			1,218,889.39
1996	172,555,210	00 / 00	.670000			1,156,053.10
1995	168,741,080	00 / 00	.670000			1,130,565.24

HARRIS COUNTY MUD #109

TAX RATE COMPONENTS

Year	Debt Service Rate	Debt Service Levy	Maintenance Rate	Maintenance Levy
2025	.200000	1,908,477.08	.235000	2,242,460.71
2024	.205000	1,948,724.90	.230000	2,186,373.99
2023	.230000	2,063,662.11	.210000	1,884,213.02
2022	.250000	1,989,251.53	.220000	1,750,541.30
2021	.290000	2,038,605.31	.190000	1,335,637.77
2020	.315000	2,075,628.75	.165000	1,087,234.11
2019	.320000	2,054,393.61	.160000	1,027,196.65
2018	.360000	2,135,659.19	.130000	771,210.17
2017	.360000	2,084,841.81	.140000	810,771.82
2016	.410000	2,214,544.41	.110000	594,146.20
2015	.390000	1,930,284.57	.130000	643,428.19
2014	.390000	1,726,327.37	.130000	575,442.45
2013	.420000	1,694,156.67	.100000	403,370.65
2012	.420000	1,673,150.05	.100000	398,369.08
2011	.420000	1,713,692.11	.100000	408,021.95
2010	.420000	1,727,569.44	.100000	411,326.08
2009	.420000	1,745,122.80	.100000	415,505.45
2008	.420000	1,730,113.45	.100000	411,931.79
2007	.420000	1,684,020.43	.100000	400,957.27
2006	.460000	1,732,163.47	.100000	376,557.20
2005	.500000	1,831,069.29	.100000	366,213.95
2004	.500000	1,675,246.34	.100000	335,049.35
2003	.500000	1,552,509.17	.100000	310,501.91
2002	.500000	1,452,639.10	.100000	290,527.89
2001	.520000	1,430,005.22	.100000	275,000.96
2000	.573670	1,440,748.35	.075470	189,539.74
1999	.604600	1,317,689.92	.075400	164,329.92
1998	.630000	1,336,143.68	.050000	9,897.30
1997	.630000	1,129,265.18	.050000	89,624.21
1996	.620000	1,069,780.44	.050000	86,272.66
1995	.620000	1,046,194.66	.050000	84,370.58

HARRIS COUNTY MUD #109

Notes:

2025 Agriculture Deferment	9,557.68
Total --->	9,557.68

\$ 3758.40 - REPORTED AS TAXES COLLECTED ON 01/26 & 06/26 REPORTS,
TRANSFERRED TO REFUND OF ADJUSTMENTS DUE TO CAD C/R# 11.
2024 TAXES - VARIOUS ACCOUNTS - \$ 1601.70
2025 TAXES - VARIOUS ACCOUNTS - \$ 2156.70

\$ 217.50 - CHECK# 1052 HAS HAD A STOP PAYMENT PLACED ON IT PER TAXPAYER
REQUEST. CHECK# 1094 IS THE REPLACEMENT CHECK.

\$ 1.07 - FUNDS PENDING CERTIFICATION.
2026 TAXES - #0101-002-0250 - \$ 1.06
#0280-015-0090 - \$.01

HARRIS COUNTY MUD #109

Tax Exemptions:	2025	2024	2023
Homestead	.00000	.00000	.00000
Over 65	25,000	0	0
Disabled	25,000	0	0

Last Bond Premium Paid:

Payee	Date of Check	Amount
Brown & Brown	11/13/2025	250.00
11/12/25 - 11/12/28		

Adjustment Summary:	2025	
11/2025	/ ROLL 003	285,748.20
12/2025	/ ROLL 005	2,264.42
1/2026	/ ROLL 006	1,488.55-
2/2026	/ ROLL 007	41.48
3/2026	/ ROLL 008	647.96-
4/2026	/ ROLL 009	3,112.25
5/2026	/ ROLL 010	1,049.47-
6/2026	/ ROLL 011	2,842.23-
7/2026	/ ROLL 012	2,156.70-
TOTAL		282,981.44

**HARRIS COUNTY MUD #109
Homestead Payment Plans**

<u>Account no.</u>	<u>Tax Year</u>	<u>Last Payment Amount</u>	<u>Last Payment Date</u>	<u>Balance Due</u>
(I) 0101-000-0010	2018	.00	None	718.15
	2019	.00	None	906.76
	2021	.00	None	1,171.07
	2022	.00	None	1,285.35
	2023	.00	None	1,218.33
*				5,299.66
(I) 0403-001-0410	2025	117.98	08/04/26	679.94
(I) 0406-003-0130	2025	225.00	08/06/26	688.64

***Total Count 3**

(I) - BLI Contract (A) - Delinquent Attorney Contract

Standard Payment Plans

<u>Account no.</u>	<u>Tax Year</u>	<u>Last Payment Amount</u>	<u>Last Payment Date</u>	<u>Balance Due</u>
*Total Count 0				



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | August 18, 2026

Harris County Municipal Utility District No. 109

Exhibit G



WEBSITE

www.municipalaccounts.com



ADDRESS

1281 Brittmoore Road
Houston, Texas 77043



CONTACT

Phone: 713.623.4539
Fax: 713.629.6859

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Spotlight On Your Maintenance & Operations Tax Rate

Special Purpose Districts have the power to levy a Maintenance & Operations tax in order to support and fund the operations of the District. As Districts age and become established, the M&O tax is one of the main revenue streams you can utilize to cover the yearly expenses in the General Operating Fund. The dashboard below illustrates what a \$0.01 to \$0.05 increase could potentially generate in operating revenue.

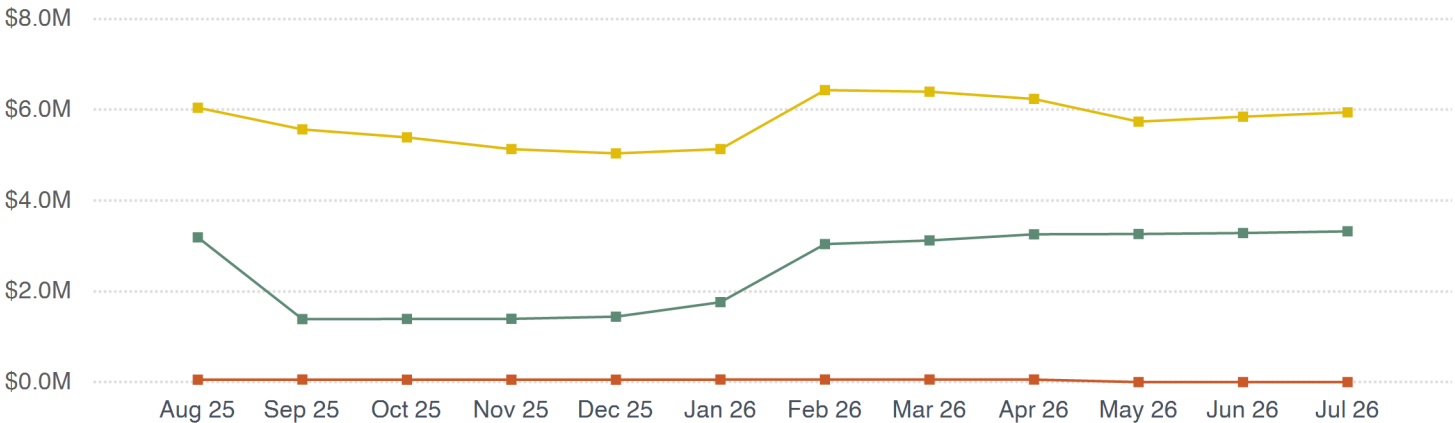
*Calculations are based on your latest Taxable Value divided by 100 and multiplied by the M&O rate.	Increase By	M&O Rate	M&O Revenue	Taxable Value
		\$0.23	\$2,169,125	\$952,068,021
	+ \$0.01	+ \$0.24	\$2,284,963	
	+ \$0.02	+ \$0.25	\$2,380,170	
	+ \$0.03	+ \$0.26	\$2,475,377	
	+ \$0.04	+ \$0.27	\$2,570,584	
	+ \$0.05	+ \$0.28	\$2,665,790	

Account Balance | As of 08/18/2026

General Operating	Capital Projects	Debt Service
\$5,578,628	\$0	\$3,321,621

Total For All Accounts: \$8,900,249

Account Balance By Month | August 2025 - July 2026



Monthly Financial Summary - General Operating Fund

Harris County MUD No. 109 - GOF



Account Balance Summary

Balance as of 07/22/2026 **\$5,676,169**

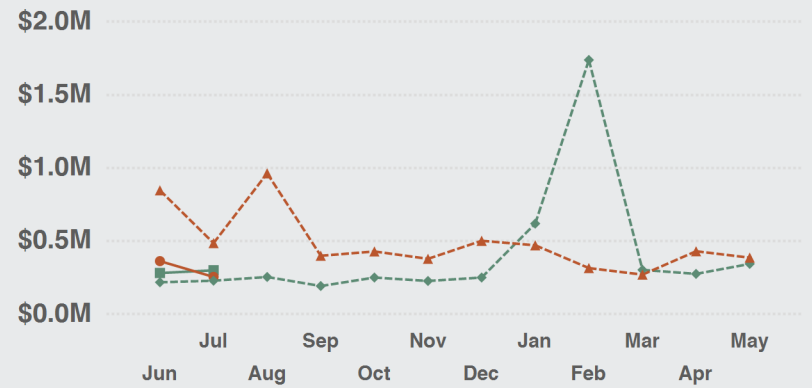
Receipts 626,554

Disbursements (724,094)

Balance as of 08/18/2026 **\$5,578,628**

Overall Revenues & Expenditures By Month (Year to Date)

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



July 2026

Revenues

Actual	Budget	Over/(Under)
\$299,408	\$298,830	\$579

Expenditures

Actual	Budget	Over/(Under)
\$254,405	\$385,903	(\$131,498)

June 2026 - July 2026 (Year to Date)

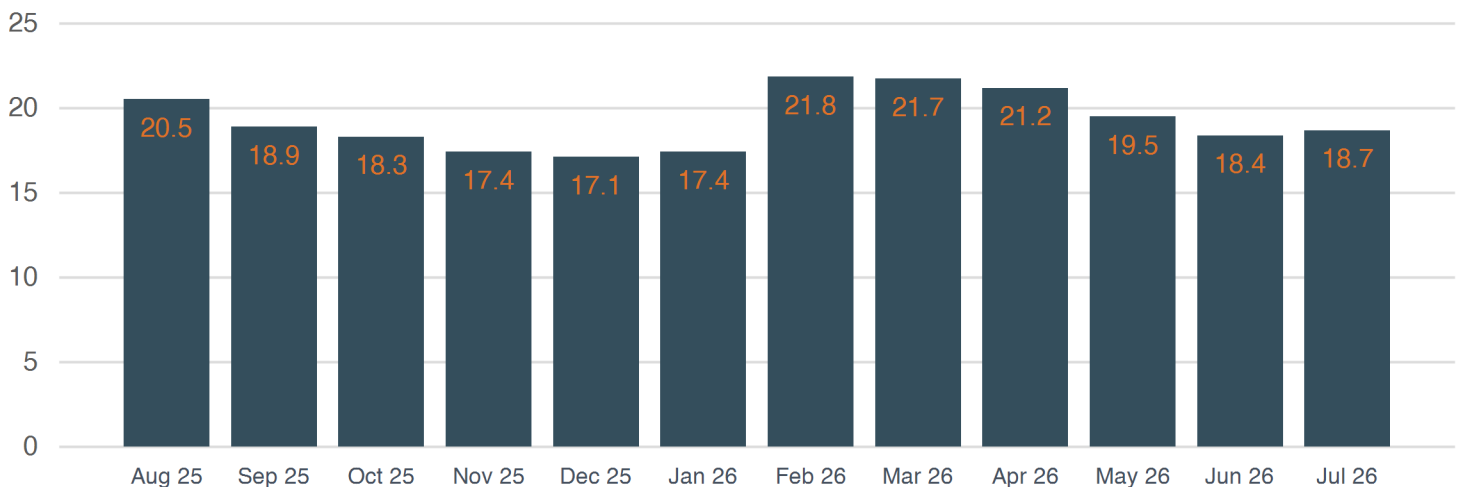
Revenues

Actual	Budget	Over/(Under)
\$580,345	\$574,498	\$5,848

Expenditures

Actual	Budget	Over/(Under)
\$616,910	\$797,337	(\$180,427)

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 07/22/2026 **\$50,517.75**

Receipts

HC 151 Water Supply	2,552.40
Sweep from Lockbox Account	178,695.44
Interest Earned on Checking	14.35
From prior Tax Account	17.50
City of Houston - Sales Tax Rebate	9,325.96
Transfer from Capital Projects	36.47
Wire Transfer from Money Market	170,000.00

Total Receipts **\$360,642.12**

Disbursements

18200	Brightspeed	Telephone Expense	(1,519.78)
18201	Centerpoint Energy	Utilities Expense	(514.42)
18202	NHCRWA	Water Authority Fees	(53,394.20)
18203	Cheryl C. Moore	Fees of Office - 08/18/2026	(204.08)
18204	Chris Green	Fees of Office - 08/18/2026	(204.09)
18205	Dennis Bone	Fees of Office - 08/18/2026	(204.08)
18206	Owen H. Parker	Fees of Office - 08/18/2026	(204.09)
18207	Robin Sulpizio	Fees of Office - 08/18/2026	(204.08)
18208	Cheryl C. Moore	Expense	(29.95)
18209	Chris Green	Expense & Fees of Office - 08/03/26	(268.40)
18210	Owen H. Parker	Expense & Fees of Office - 08/03/26	(244.09)
18211	Robin Sulpizio	Expense	(65.00)
18212	Angel Hillsman	Customer Refund	(82.57)
18213	Armando Macias	Customer Refund	(137.74)
18214	Derricka Morgan	Customer Refund	(112.34)
18215	Dwane Newbold	Customer Refund	(2.42)
18216	Esteban Contreras	Customer Refund	(92.08)
18217	FKH SFR Propco, JLP	Customer Refund	(163.90)
18218	Genstone Asset Disposition LLC	Customer Refund	(163.12)
18219	Harrison Dodaro	Customer Refund	(93.61)
18220	HP Texas 1, LLC	Customer Refund	(184.26)
18221	Hummingbird Properties Pro, LLC	Customer Refund	(138.61)
18222	Isaias Alcaraz	Customer Refund	(200.51)
18223	Jaleesa Alexander	Customer Refund	(102.35)
18224	Jennifer Sims	Customer Refund	(37.48)
18225	Lisa Schaffer Bell	Customer Refund	(14.99)
18226	Marsha Stephens	Customer Refund	(10.01)
18227	Michael Cornelius	Customer Refund	(107.31)
18228	Monica Portillo.	Customer Refund	(32.69)
18229	Nahaivi Marahi Garza	Customer Refund	(125.35)
18230	Richard Landeros	Customer Refund	(48.80)

Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Disbursements				
18231	Richard McMahon	Customer Refund	(53.27)	
18232	Roberto Carlo Garcia	Customer Refund	(19.13)	
18233	Ron Norton	Customer Refund	(12.04)	
18234	Suixing Zhang	Customer Refund	(159.82)	
18235	Tabetha Caldwell	Customer Refund	(153.94)	
18236	Timothy Mayfield	Customer Refund	(1,780.35)	
18237	AOS Treatment Solutions, LLC	Chemicals Expense	(4,670.00)	
18238	Atascocita Joint Operations Board	Schedule B & C Costs	(91,172.23)	
18239	BGE, Inc.	Engineering Fees	(17,685.33)	
18240	C & C Water Services	Maintenance & Operations	(87,200.00)	
18241	CDC Unlimited, LLC	Mowing Expense	(2,985.00)	
18242	Cool-Tech Refrigeration, Inc.	Maintenance & Repairs	(125.00)	
18243	Generator Service	Maintenance & Repairs	(820.00)	
18244	GFL Environmental	Garbage Expense	(365.63)	
18245	Grainger	Repairs & Maintenance	(39.45)	
18246	HTSPROS	Landscape Maintenance	(2,000.00)	
18247	Hudson Energy	Utilities Expense	(11,337.94)	
18248	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(10,056.91)	
18249	Norton Rose Fulbright US LLP	Legal Fees	(6,732.64)	
18250	Oaks of Atascocita Community Improvement	Security Contribution - HOA	(3,619.58)	
18251	PVS DX, Inc	Chemicals Expense	(1,717.06)	
18252	Water Utility Services, Inc.	Laboratory Fees	(526.00)	
18253	WWWMS	Maintenance and Operations	(72,710.69)	
18254	Brightspeed	Telephone Expense	0.00	
18255	Centerpoint Energy	Utilities Expense	0.00	
18256	NHCRWA	Water Authority Fees	0.00	
Svc Chrg	Central Bank	Service Charge	(50.00)	
Total Disbursements			(\$374,898.41)	
Balance as of 08/18/2026				\$36,261.46

Cash Flow Report - Operator Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 07/22/2026				\$145,428.28
Receipts				
	Accounts Receivable		90,810.57	
	Accounts Receivable		131,713.23	
	Accounts Receivable		300.00	
Total Receipts				\$222,823.80
Disbursements				
Ret Ck	Central Bank	Customer Returned Checks	(470.24)	
Svc Chrg	Central Bank	Service Charge	(30.00)	
Sweep	Harris County MUD 109	Transfer to Checking Account	(178,695.44)	
Total Disbursements				(\$179,195.68)
Balance as of 08/18/2026				\$189,056.40

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



		July 2026			June 2026 - July 2026			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	60,875	58,000	2,875	114,487	113,000	1,487	615,900
14102	Surface Water - Reserve	73,874	91,000	(17,126)	136,164	172,000	(35,836)	917,700
14103	Capital Contribution Credit-NHC	0	12,261	(12,261)	12,261	24,523	(12,261)	147,135
14105	Connection Fees	2,250	3,225	(975)	5,000	6,450	(1,450)	38,700
14108	Water Sales to HC 151	570	698	(128)	1,151	1,234	(83)	8,600
Total Water Revenue		137,568	165,184	(27,616)	269,063	317,207	(48,144)	1,728,035
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	101,340	100,000	1,340	200,694	190,000	10,694	1,000,000
Total Wastewater Revenue		101,340	100,000	1,340	200,694	190,000	10,694	1,000,000
Property Tax Revenue								
14301	Maintenance Tax Collections	10,711	0	10,711	26,729	0	26,729	2,199,510
Total Property Tax Revenue		10,711	0	10,711	26,729	0	26,729	2,199,510
Sales Tax Revenue								
14401	COH Rebate	8,706	8,567	140	17,211	17,133	78	102,800
Total Sales Tax Revenue		8,706	8,567	140	17,211	17,133	78	102,800
Tap Connection Revenue								
14501	Tap Connections	0	417	(417)	3,300	833	2,467	5,000
14502	Inspection Fees	800	858	(58)	1,750	1,717	33	10,300
Total Tap Connection Revenue		800	1,275	(475)	5,050	2,550	2,500	15,300
Administrative Revenue								
14702	Penalties & Interest	7,283	6,817	466	14,609	13,633	976	81,800
Total Administrative Revenue		7,283	6,817	466	14,609	13,633	976	81,800
Interest Revenue								
14801	Interest Earned on Checking	14	108	(94)	21	217	(196)	1,300
14802	Interest Earned on Temp. Invest	32,377	16,879	15,498	46,354	33,758	12,597	202,546
Total Interest Revenue		32,391	16,987	15,404	46,375	33,974	12,401	203,846
Other Revenue								
15801	Miscellaneous Income	440	0	440	445	0	445	0
Total Other Revenue		440	0	440	445	0	445	0
Total Revenues		299,239	298,830	410	580,176	574,498	5,679	5,331,291

Expenditures

Water Service								
16101	Billing Service Fees - Water	2,814	0	2,814	5,435	0	5,435	0

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



		July 2026			June 2026 - July 2026			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures								
Water Service								
16102	Operations - Water	5,237	12,892	(7,654)	15,971	25,783	(9,813)	154,700
16105	Maintenance & Repairs - Water	37,665	32,750	4,915	52,663	65,500	(12,837)	393,000
16107	Chemicals - Water	5,782	5,558	224	11,152	11,117	35	66,700
16108	Laboratory Expense - Water	1,169	1,083	86	3,219	2,167	1,052	13,000
16109	Mowing - Water	980	733	247	1,960	1,467	493	8,800
16110	Utilities - Water	9,533	7,650	1,883	19,564	15,300	4,264	91,800
16111	Reconnections	975	1,175	(200)	2,090	2,350	(260)	14,100
16112	Disconnection Expense	0	642	(642)	495	1,283	(788)	7,700
16114	Telephone Expense - Water	985	633	352	1,615	1,267	349	7,600
16115	Meter Replacement	0	292	(292)	0	583	(583)	3,500
16116	Permit Expense - Water	0	0	0	0	0	0	8,000
16117	TCEQ Regulatory Expense - Water	0	0	0	0	0	0	4,040
16118	Pumpage Fees	0	110,124	(110,124)	65,655	220,248	(154,593)	917,700
16122	Lead & Copper Survey	0	0	0	0	0	0	1,700
Total Water Service		65,141	173,532	(108,391)	179,819	347,065	(167,245)	1,692,340
Wastewater Service								
16201	Billing Service Fees-Wastewater	2,814	0	2,814	5,435	0	5,435	0
16202	Operations - Wastewater	7,646	5,342	2,305	11,086	10,683	402	64,100
16203	Grease Trap Inspections	303	125	178	606	250	356	1,500
16204	Purchase Wastewater Service	45,320	43,433	1,887	90,737	86,867	3,870	521,200
16205	Maint & Repairs - Wastewater	15,108	32,217	(17,109)	34,626	64,433	(29,808)	386,600
16207	Chemicals - Wastewater	0	50	(50)	474	100	374	600
16209	Mowing - Wastewater	1,040	642	398	2,080	1,283	797	7,700
16210	Utilities - Lift Station	2,768	2,617	152	6,376	5,233	1,142	31,400
16212	Sludge Removal	0	6,083	(6,083)	26,248	12,167	14,082	73,000
16214	Telephone Expense - Wastewater	534	467	68	955	933	21	5,600
16217	TCEQ Regulatory Exp-Wastewater	0	0	0	0	0	0	4,040
16218	Sanitary Sewer Televising	0	0	0	0	0	0	118,000
Total Wastewater Service		75,535	90,975	(15,440)	178,622	181,950	(3,328)	1,213,740
Garbage Service								
16301	Garbage Expense	366	1,008	(643)	720	2,017	(1,296)	12,100
Total Garbage Service		366	1,008	(643)	720	2,017	(1,296)	12,100
Storm Water Quality								
16404	Detention Pond Mowing	965	1,858	(893)	2,895	3,717	(822)	22,300
Total Storm Water Quality		965	1,858	(893)	2,895	3,717	(822)	22,300
Tap Connection								
16501	Tap Connection Expense	0	417	(417)	2,036	833	1,202	5,000

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



			July 2026			June 2026 - July 2026			
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures									
Tap Connection									
16502	Inspection Expense		0	242	(242)	248	483	(236)	2,900
Total Tap Connection			0	658	(658)	2,283	1,317	966	7,900
Administrative Service									
16703	Legal Fees		6,701	7,908	(1,207)	14,055	15,817	(1,762)	94,900
16705	Auditing Fees		0	0	0	16,000	16,000	0	22,000
16706	Engineering Fees		4,171	6,667	(2,496)	12,530	13,333	(803)	80,000
16708	GIS Expense		0	833	(833)	0	1,667	(1,667)	10,000
16709	Election Expense		0	0	0	523	0	523	0
16710	Website Expense		0	0	0	0	0	0	1,000
16712	Bookkeeping Fees		9,722	8,250	1,472	17,056	16,500	556	75,000
16714	Printing & Office Supplies		2,445	2,525	(80)	5,117	5,050	67	30,300
16716	Delivery Expense		64	100	(36)	249	200	49	1,200
16717	Postage		28	83	(55)	111	167	(56)	1,000
16718	Insurance & Surety Bond		0	0	0	0	0	0	85,000
16719	AWBD Expense		0	0	0	0	0	0	1,800
16722	Bank Service Charges		80	125	(45)	230	250	(20)	1,500
16723	Travel Expense		19	42	(23)	36	83	(47)	500
16727	Arbitrage Expense		0	0	0	0	0	0	5,100
16728	Record Storage Fees		62	67	(4)	125	133	(8)	800
16729	Consumer Confidence Report		0	0	0	11,744	13,100	(1,356)	13,100
Total Administrative Service			23,292	26,600	(3,308)	77,776	82,300	(4,524)	423,200
Security Service									
16801	Security Patrol Expense		32,657	32,626	31	65,313	65,252	61	391,512
16802	Security Monitoring		0	2,200	(2,200)	175	4,400	(4,225)	26,400
Total Security Service			32,657	34,826	(2,169)	65,488	69,652	(4,164)	417,912
Payroll Expense									
17101	Payroll Expenses		1,989	1,833	156	3,536	3,667	(131)	22,000
17103	Payroll Tax Expense		152	150	2	270	300	(30)	1,800
17104	Payroll Administration		25	25	0	50	50	0	300
Total Payroll Expense			2,166	2,008	158	3,856	4,017	(160)	24,100
Other Expense									
17802	Miscellaneous Expense		98	250	(152)	297	500	(203)	3,000
Total Other Expense			98	250	(152)	297	500	(203)	3,000
Total Expenditures			200,219	331,717	(131,497)	511,758	692,533	(180,775)	3,816,592
Total Revenues (Expenditures)			99,020	(32,887)	131,907	68,418	(118,036)	186,454	1,514,699

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	July 2026			June 2026 - July 2026			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Other Revenues							
Extra Ordinary Revenue							
15901 Transfer from Operating Reserve	0	0	0	0	0	0	868,901
15906 Insurance Reimbursement	169	0	169	169	0	169	0
Total Extra Ordinary Revenue	169	0	169	169	0	169	868,901
Total Other Revenues	169	0	169	169	0	169	868,901
Other Expenditures							
Capital Outlay							
17901 Capital Outlay							
17901a Capital Outlay - General	0	0	0	0	0	0	50,000
17901b Capital Outlay - AJOB	45,818	45,818	(1)	91,635	91,636	(1)	450,000
17901d WP 1 Electrical Improvements	0	0	0	4,800	4,800	0	1,167,600
17901f HC 46 Water Interconnect	8,368	8,368	0	8,368	8,368	0	195,000
17901h LS Wet Well/Piping Rehab	0	0	0	349	0	349	0
17901k Lift Station 1	0	0	0	0	0	0	115,000
17901m WP 1 Booster Pump Replacem	0	0	0	0	0	0	136,000
17901n WP2 Well & Pump Rehab	0	0	0	0	0	0	150,000
17901o Lift Station 6	0	0	0	0	0	0	120,000
Total Capital Outlay	54,185	54,186	(1)	105,152	104,804	348	2,383,600
Total Capital Outlay	54,185	54,186	(1)	105,152	104,804	348	2,383,600
Total Other Expenditures	54,185	54,186	(1)	105,152	104,804	348	2,383,600
Total Other Revenues (Expenditures)	(54,016)	(54,186)	170	(104,983)	(104,804)	(179)	(1,514,699)
Excess Revenues (Expenditures)	45,004	(87,073)	132,077	(36,565)	(222,840)	186,275	0

Balance Sheet as of 07/31/2026

Harris County MUD No. 109 - GOF



Assets

Bank

11101 Cash in Bank	\$231,730
11102 Operator	189,056
Total Bank	\$420,786

Investments

11201 Time Deposits	\$5,523,310
Total Investments	\$5,523,310

Receivables

11301 Accounts Receivable	\$282,452
11303 Maintenance Tax Receivable	143,046
11305 Accrued Interest	18,447
11306 Due From COH	25,905
Total Receivables	\$469,851

Interfund Receivables

11401 Due From Capital Projects	\$36
11403 Due From Tax Account	592,292
11450 Due from HC MUD 46	3,740
11451 Due from HC MUD 106	16,635
11452 Due from HC MUD 132	7,369
11453 Due from HC MUD 151	5,105
11454 Due from HC MUD 152	5,492
11455 Due from HC MUD 153	8,813
11456 Due from HC MUD 494	1,905
Total Interfund Receivables	\$641,387

Reserves

11601 Reserve in A.C.P.	\$460,213
Total Reserves	\$460,213

Total Assets

\$7,515,548

Liabilities & Equity

Liabilities

Accounts Payable

12101 Accounts Payable	\$127,835
12102 Payroll Liabilities	304
Total Accounts Payable	\$128,139

Other Current Liabilities

12202 Due to TCEQ	\$2,799
12204 Retainage Payable	
Total Retainage Payable	
Total Other Current Liabilities	\$2,799

Balance Sheet as of 07/31/2026

Harris County MUD No. 109 - GOF



Liabilities & Equity

Liabilities		
Deferrals		
12502	Deferred Taxes	\$143,046
Total Deferrals		\$143,046
Deposits		
12601	Customer Meter Deposits	\$332,564
Total Deposits		\$332,564
Total Liabilities		\$606,549
Equity		
Unassigned Fund Balance		
13101	Unallocated Fund Balance	\$6,945,564
Total Unassigned Fund Balance		\$6,945,564
Net Income		(\$36,565)
Total Equity		\$6,908,999
Total Liabilities & Equity		\$7,515,548

Monthly Financial Summary - Capital Projects Fund

Harris County MUD No. 109 - CPF

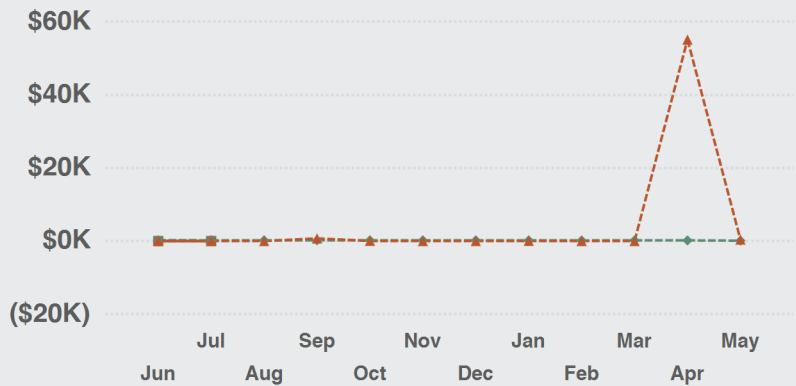


Account Balance Summary

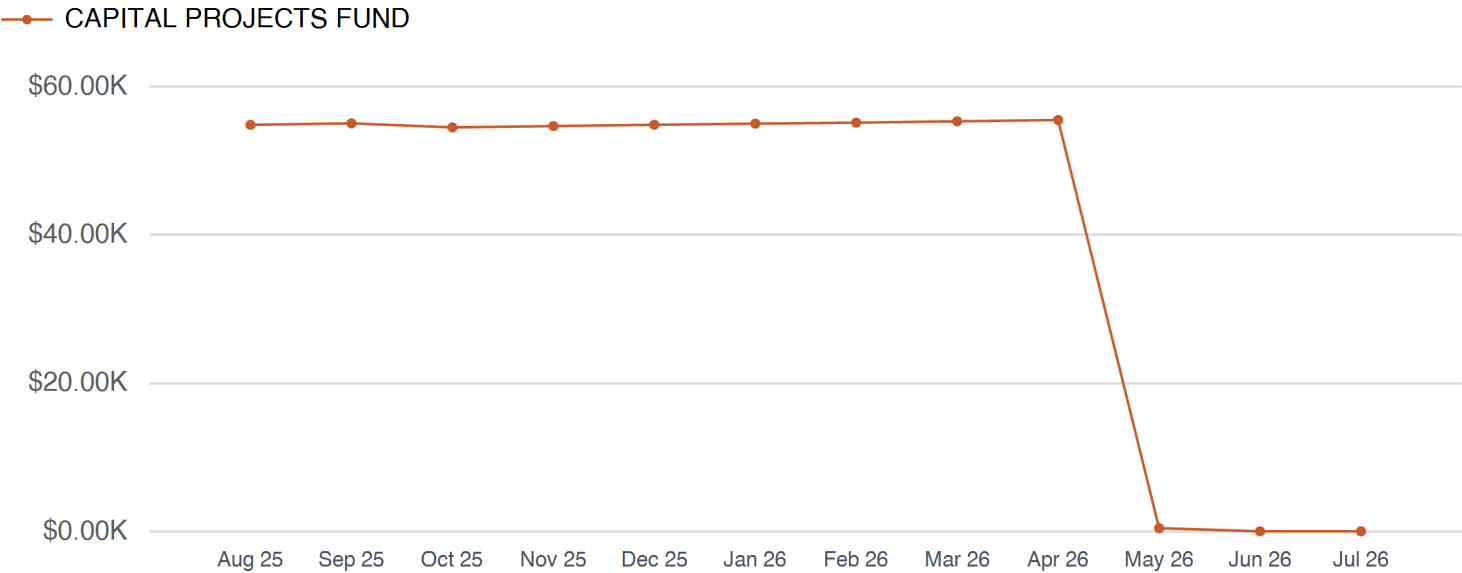
Balance as of 07/22/2026	\$36
Receipts	0
Disbursements	(36)
Balance as of 08/18/2026	\$0

Overall Revenues & Expenditures By Month (Year to Date)

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



Account Balance By Month | August 2025 - July 2026



District Debt Summary as of 08/18/2026

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
14	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	\$1,660,000
2017 - WS&D	\$12,100,000	2041	\$9,945,000
2015 - Refunding	\$5,920,000	2030	\$4,285,000
Total	\$21,725,000		\$15,890,000

District Debt Schedule

Harris County MUD No. 109 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$430,000.00	\$18,750.00	\$448,750.00
Bank of New York	2017 - WS&D	\$460,000.00	\$164,096.88	\$624,096.88
Regions Equipment Finance	2015 - Refunding	\$680,000.00	\$69,417.00	\$749,417.00
Total Due 10/01/2026		\$1,570,000.00	\$252,263.88	\$1,822,263.88

Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$0.00	\$12,300.00	\$12,300.00
Bank of New York	2017 - WS&D	\$0.00	\$157,196.89	\$157,196.89
Regions Equipment Finance	2015 - Refunding	\$0.00	\$58,401.00	\$58,401.00
Total Due 04/01/2027		\$0.00	\$227,897.89	\$227,897.89

Investment Profile as of 08/18/2026

Harris County MUD No. 109

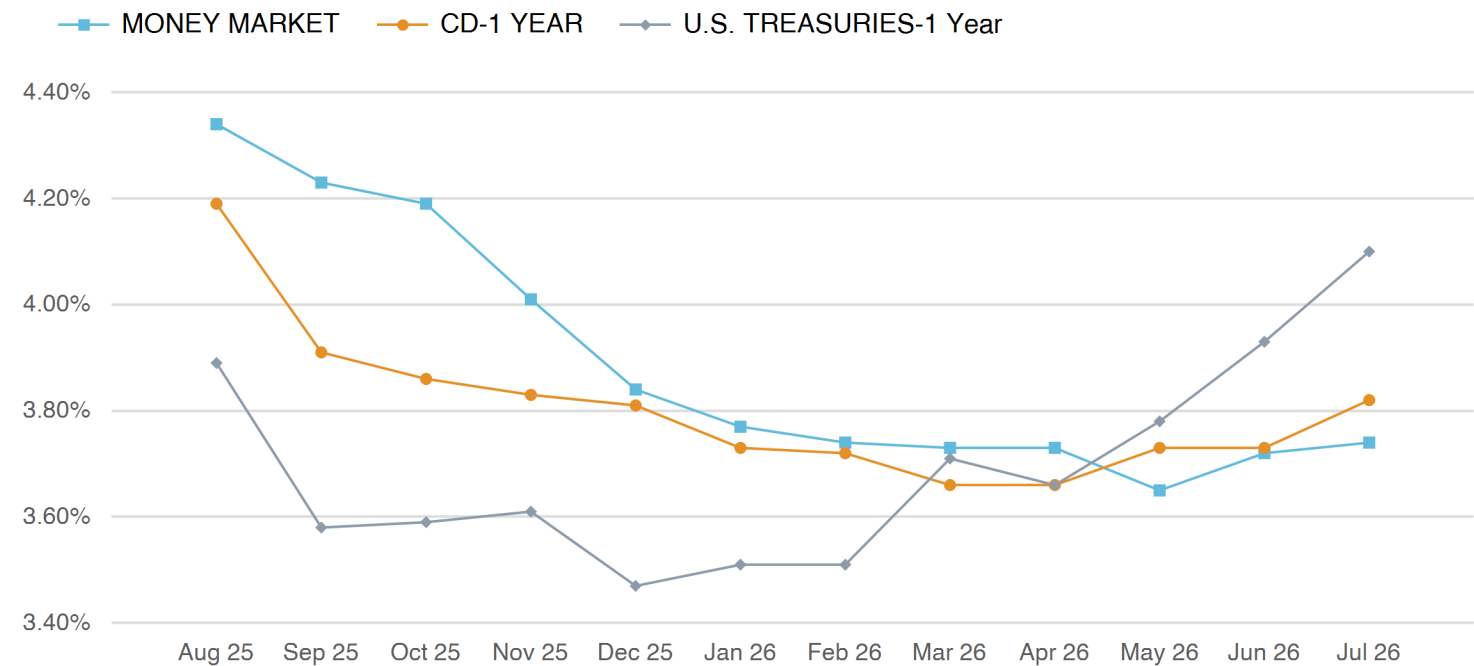


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$5,578,628	Funds Available to Invest \$0	Funds Available to Invest \$3,321,621	Funds Available to Invest N/A
Funds Invested \$5,353,310	Funds Invested \$0	Funds Invested \$3,321,621	Funds Invested N/A
Percent Invested 96%	Percent Invested 0%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	3.75%	180 Days	3.90%	180 Days	3.93%
		270 Days	3.71%	270 Days	3.93%
		1 Yr	3.82%	1 Yr	4.02%
		13 Mo	1.62%	13 Mo	N/A
		18 Mo	2.32%	18 Mo	0.00%
		2 Yr	1.84%	2 Yr	4.22%

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

Investment Rates Over Time (By Month) | August 2025 - July 2026



Account Balance as of 08/18/2026

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					
SOUTH STAR BANK (XXXX0409)	03/23/2026	12/23/2026	3.60%	235,000.00	
THIRD COAST BANK, SSB (XXXX1280)	03/26/2026	03/26/2027	3.65%	235,000.00	
CAPITAL BANK (XXXX1972)	07/13/2026	04/13/2027	3.65%	235,000.00	
WALLIS BANK (XXXX6297)	07/18/2026	07/18/2027	3.90%	235,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/22/2017		3.83%	4,413,310.31	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1891)			0.00%	36,261.46	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00%	189,056.40	Operator
Totals for General Operating Fund				\$5,578,628.17	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
HUNTINGTON BANK - DEBT (XXXX1159)	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	
FRONTIER BANK - DEBT (XXXX7222)	03/19/2026	03/19/2027	3.70%	235,000.00	
PLAINS STATE BANK - DEBT (XXXX0753)	03/19/2026	03/19/2027	3.75%	235,000.00	
WALLIS BANK-DEBT (XXXX0146)	03/19/2026	03/19/2027	3.65%	235,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0003)	03/22/2017		3.83%	2,146,620.55	
Totals for Debt Service Fund				\$3,321,620.55	
Grand Total for Harris County MUD No. 109 :				\$8,900,248.72	

Capital Projects Fund Breakdown

Harris County Municipal Utility District No. 109
As of 08/18/2026

Balances by Bond Series

Bond Proceeds - Series 2017	\$0.00
Total Cash Balance	\$0.00

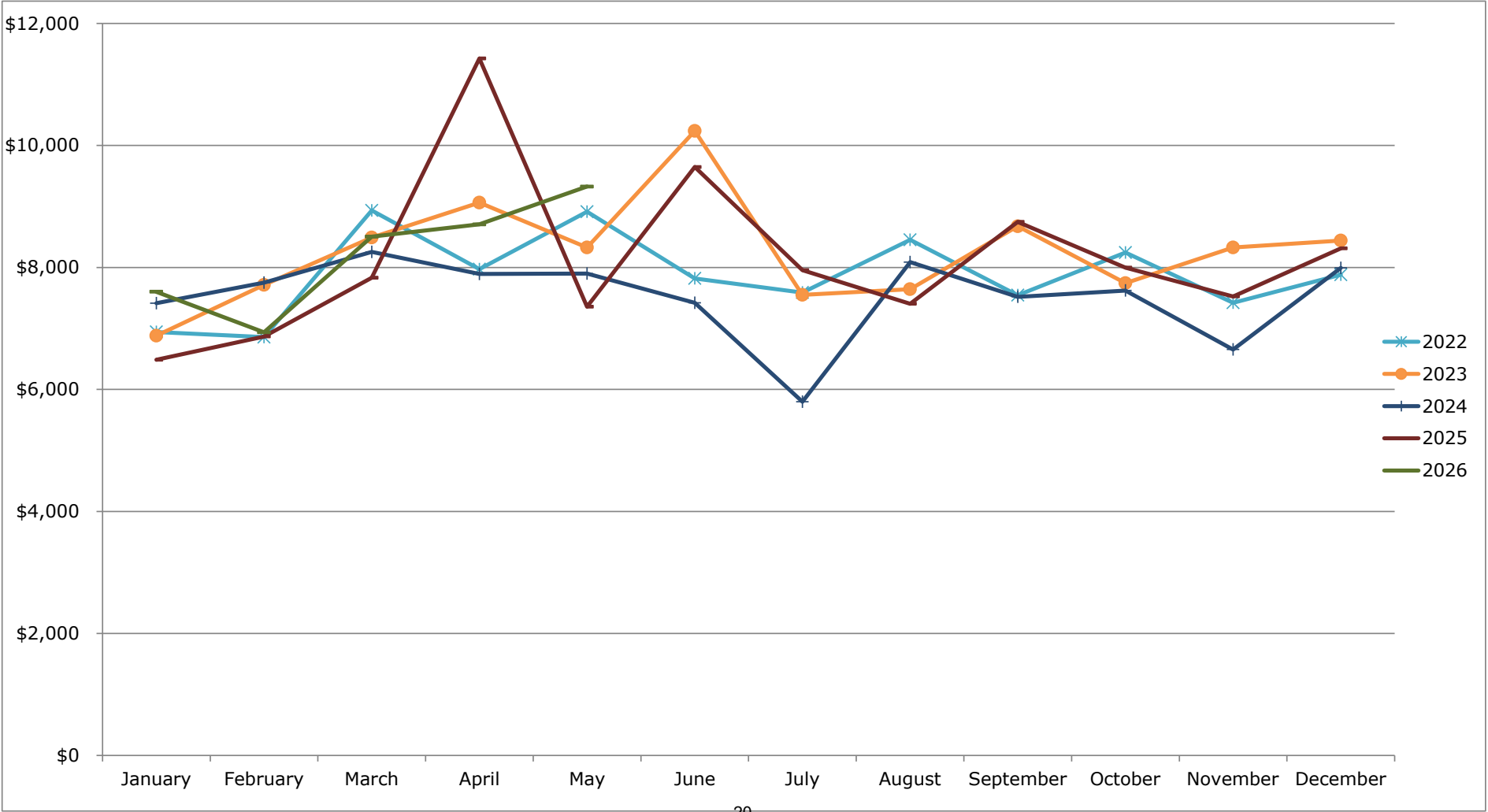
Remaining Costs/Surplus By Bond Series

Surplus & Interest - Series 2017	\$0.00
Total Surplus & Interest Balance	\$0.00
Total Remaining Costs/Surplus	\$0.00

Sales Tax Revenue History

Harris County MUD No. 109

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
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	\$7,956	\$7,405	\$8,746	\$7,997	\$7,525	\$8,313	\$97,556
2026	\$7,602	\$6,938	\$8,505	\$8,706	\$9,326								\$41,076
Total	\$65,298	\$67,121	\$80,330	\$74,384	\$77,168	\$71,660	\$60,465	\$62,064	\$67,387	\$65,854	\$60,306	\$69,135	\$821,171



Cash Flow Forecast

Harris County MUD 109

	5/27	5/28	5/29	5/30	5/31
Assessed Value	\$955,062,456	\$955,062,456	\$955,062,456	\$955,062,456	\$955,062,456
Maintenance Tax Rate	\$0.235	\$0.235	\$0.235	\$0.235	\$0.235
Maintenance Tax	\$2,199,510	\$2,199,510	\$2,199,510	\$2,199,510	\$2,199,510
% Change in Water Rate		0.00%	0.00%	0.00%	0.00%
% Change in Wastewater Rate		2.00%	2.00%	2.00%	2.00%
% 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 5-31-2026	\$5,819,011	\$4,950,110	\$4,584,774	\$5,143,050	\$4,590,307
Revenues					
Maintenance Tax	\$2,199,510	\$2,199,510	\$2,199,510	\$2,199,510	\$2,199,510
Water Revenue	615,900	615,900	615,900	615,900	615,900
Wastewater Revenue	1,000,000	1,020,000	1,040,400	1,061,208	1,082,432
NHCRWA Revenue	917,700	1,009,470	1,110,417	1,221,459	1,343,605
Other	598,181	628,090	659,495	692,469	727,093
Total Revenues	\$5,331,291	\$5,472,970	\$5,625,722	\$5,790,546	\$5,968,539
Expenses					
NHCRWA	\$917,700	\$1,009,470	\$1,110,417	\$1,221,459	\$1,343,605
Other Expenses	2,898,892	3,043,837	3,196,028	3,355,830	3,523,621
Total Expenses	\$3,816,592	\$4,053,307	\$4,306,445	\$4,577,289	\$4,867,226
Net Surplus	\$1,514,699	\$1,419,663	\$1,319,276	\$1,213,257	\$1,101,314
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
WP 1 Electrical Improvements	1,167,600	0	0	0	0
WP 1 Booster Pump Replacement	136,000	136,000	136,000	136,000	136,000
WP 1 Chloramine Conversion	0	299,000	0	0	0
WP 1 EST Rehab	0	0	0	1,005,000	0
WP 2 Well Rehab & Motor Replacement	150,000	0	0	0	0
WP 2 Chloramine Conversion	0	299,000	0	0	0
WP 2 EST Rehab	0	0	0	0	1,005,000
L/S Wet Well and Piping Rehabilitation	0	0	0	0	282,000
Lift Station 1 Rehab	115,000	0	0	0	0
Lift Station 5 Rehab & Pump Replacement	0	176,000	0	0	0
Lift Station 6 Rehab	120,000	0	0	0	0
Manhole Valve Rehab	0	250,000	0	0	0
HC46 Water Interconnect	195,000	0	0	0	0
Developer Reimbursement	0	125,000	125,000	125,000	0
Total Capital Outlay	\$2,383,600	\$1,785,000	\$761,000	\$1,766,000	\$1,923,000
Construction Surplus	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$4,950,110	\$4,584,774	\$5,143,050	\$4,590,307	\$3,768,621
Operating Reserve % of Exp					
Percentage	130%	113%	119%	100%	77%
Number of Months	16	14	14	12	9
Bond Authority					
Remaining Bonding Capacity - \$12,950,000					
Maintenance Tax Rate Cap - \$1.00					
Starting in FYE 2032, the District's debt service obligations will decrease by \$1.3M/year					

2027 AWBD Midwinter Conference

Harris County Municipal Utility District No. 109

Friday, January 22 - Saturday, January 23, 2027

Fairmont Austin, Austin TX

Director	Registration			Prior Conference Expenses
Name	Attending	Online	Paid	Paid
Cheryl Moore				N/A
Chris Green				N/A
Dennis Boone				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	8/5/2026	\$390
Regular Registration:	Begins	8/27/2026	\$440
Late Registration	Begins	12/10/2026	\$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 12/09/26.

There will be no refunds after 12/09/26.

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.

CLIENT SERVICES AGREEMENT

HR&P, Inc., an HR&P Company (herein after referred to as "HR&P") has four primary service areas: (1) Payroll Administration; (2) Benefits Administration, (3) ACA Administration and (4) Human Resources Management. Subject to the terms of this Client Services Agreement ("Agreement"), ("Client") engages HR&P to provide (1) Payroll Administration as described in this Agreement. The service areas (2) Benefits Administration, (3) ACA Administration and (4) Human Resources Management are **excluded** from this Agreement. HR&P and Client are collectively referred to as the "Parties" and individually referred to as a "Party".

EFFECTIVE DATE AND TERM

This Agreement shall commence on the first day of the initial pay period of Client's first payroll with HR&P ("Effective Date") and shall remain in force and effect through December 31st. ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional one (1) year periods unless Client provides a sixty (60) day written notice of termination prior to the end of the Term.

During the first sixty (60) days following the first payroll check date, Client may terminate services for any reason. If Client terminates during the first 60 days, Client shall pay for all services provided by HR&P.

Either Client or HR&P may terminate services under this Agreement at any time by giving sixty (60) days prior written notice to the other Party to this Agreement. On Client termination of this Agreement for any reason other than a material breach by HR&P, Client shall pay an early termination fee of \$50.00 per month, for the remaining contract Term, to be paid in full on the final payroll invoice prior to the date of termination. In the event that services under this Agreement are terminated by either party for any reason prior to the end of a calendar quarter or year end, Client shall be solely responsible for paying and filing any and all local, state or federal payroll related tax and unemployment payments and forms.

CLIENT'S BUSINESS OPERATIONS

Client shall be solely responsible for managing its own business. HR&P shall have no duty or right to direct, control, supervise or manage Client's business operations. Client is solely responsible for the quality, adequacy, safety and security of its business operations and locations, and the goods or services provided by Client. Client shall have the sole right to direct and control the work of Client's employees. Client shall be solely responsible to take such steps determined by Client to be adequate or desirable to screen or evaluate its employees, and to safeguard all Client assets, intellectual property or other valuable property or information to which the employees may have access.

Client is solely responsible for maintaining adequate insurance coverage for its business operations, including commercial general liability and statutory workers' compensation. On request of HR&P, Client shall provide HR&P with certificates of insurance evidencing general liability, or other applicable insurance coverage of a type typically carried by Municipal Utility Districts in Texas.

EMPLOYEE RELATIONS

Client shall be the sole employer of its employees. HR&P shall not have any of the rights or obligations of an employer, and shall have no right to direct or control the work of Client's employees. Client remains solely responsible for all decisions and actions taken with respect to the employees. HR&P is not a co-employer or joint employer of the employees.

Client shall provide its employees a workplace free of unlawful discrimination, harassment, retaliation and workplace violence. Client shall be solely responsible for all acts, comments and directives committed, stated or issued by its employees.

Client warrants that all reports or information furnished to HR&P concerning the hours worked or compensation owed to each employee shall be complete, accurate and truthful. Client shall be solely responsible for all costs and liabilities incurred as a result of any unreported or uncompensated hours of Client's employees.

HR&P RESPONSIBILITIES

HR&P shall provide the following services to the Client and its employees:

- 1) Calculate and prepare payroll, relying on periodic information provided by Client.
- 2) Calculate, withhold and deposit payroll taxes
- 3) Prepare and file appropriate payroll tax reports
- 4) Calculate, withhold and deposit tax withholding
- 5) Prepare and submit new hire reports
- 6) Provide direct deposits for employees
- 7) Provide Client with periodic payroll related reports
- 8) All other services which have been agreed to by HR&P in writing

HR&P may offer additional services at an extra cost such as background checks, driver's license reports, or drug testing. Such services will be performed only if specifically agreed by Client and HR&P and if Client pays the agreed fees.

HR&P will rely solely on the information provided by Client and shall not be required to investigate or verify Client's information.

CLIENT RESPONSIBILITIES

Client warrants that all information supplied to HR&P concerning each employee is, and shall remain accurate.

Client is solely responsible for providing its employees a workplace free of recognized hazards and for complying with any applicable OSHA regulations and other safety laws. Client is solely responsible for the safe storage, handling, use and disposal of hazardous chemicals, products or substances. Client is solely responsible for compliance with all federal, state and local governmental and regulatory agencies including but not limited to, Equal Employment Opportunity Commission, Department of Labor, Texas Workforce Commission, etc.

Notwithstanding any other provision of this Agreement, Client is solely responsible for:

1. the direction and control of its employees to conduct Client's business operations, discharge required fiduciary duties, and comply with any licensure, regulatory, or statutory requirement;
2. any goods and services produced by Client and any damages or claim as a result of such goods and services; and
3. the acts, errors, and omissions of its employees.

Client is solely responsible for providing all necessary tools, uniforms, equipment, training and personal protective equipment for its employees. Client shall provide all necessary supervision to its employees.

Client is solely responsible for providing and maintaining a workplace free from any types of illegal drugs, alcohol and weapons. Client shall determine the compensation amounts and types for all employees and determine FLSA employee classification or exemption. Client shall determine which employees shall be paid on a salary or hourly basis, whether or not to pay overtime pay to any employees.

Client is solely responsible for maintaining general liability and other appropriate insurance. HR&P does not provide insurance coverage to its clients.

Client is solely responsible for selecting, evaluating, maintaining and paying for all applicable Workers' Compensation, general liability or other insurance. In the event the Client elects not to maintain workers' compensation insurance, Client shall be solely responsible for all costs associated with any workplace injury or illness. HR&P shall have no liability regarding workplace injuries or illnesses.

If Client intends to assign any of its employees to work in a new state, Client shall notify HR&P in writing as soon as possible. Client is responsible for any tax and licensing registrations for additional states.

SERVICE FEE

In exchange for the services provided by HR&P under the terms of this Agreement, Client shall pay to HR&P the fees set forth in Schedule "A" (Client Service Fees) attached hereto. The parties acknowledge that these fees are determined using the data submitted by Client. If the information provided by Client is determined by HR&P to be inaccurate, Client shall immediately provide HR&P with updated information and shall immediately pay or reimburse HR&P for any costs or fees related to such corrected or updated information.

Client billing shall be composed of:

- 1) The Client's total gross payroll processed by HR&P for each pay period;
- 2) All additional benefits, taxes, insurances and other related payroll costs;
- 3) The service fee(s) specified in Schedule "A"; and,
- 4) Any additional requested services including, but not limited to, background checks, drug screens, online training, time & attendance, annual online benefits enrollment setup, complex custom reporting, etc.

During the Initial Term, HR&P will not increase its Administration Fee except based on increases in taxes, insurance or benefit plan costs. Following the Initial Term, HR&P may increase its service fee by giving ninety (90) days advance notice to Client before the end of the Term. Client's submission of payroll following notice of the increased Service Fee percentage shall constitute acceptance of the increased rate.

Client is responsible for all wages, compensation, taxes, benefits related to Client's employees. HR&P shall only be obligated to prepare and deliver payroll checks, deposit payroll taxes and pay all benefits invoices, including but not limited to, health, dental, vision, retirement, life and supplemental, to the extent that Client has paid, with verified funds, all applicable outstanding HR&P invoices. HR&P shall have no obligation to extend any credit to Client or to fund any payroll or other expenses for Client.

PAYROLL & TAX ADMINISTRATION

Client authorizes HR&P to: (a) calculate and prepare payroll checks and direct deposit payments to Client's employees, in reliance on the information provided by Client, Client's representatives or Client's employees; (b) prepare and file on Client's behalf state and federal payroll tax reports and returns; and (c) calculate and deposit payroll tax deposits and related payments on a timely basis. Funding of payroll, taxes and benefit costs is contingent on Client furnishing HR&P with adequate funds in advance of the agreed pay dates.

Client is responsible for submitting accurate and complete information concerning payroll by the agreed payroll cutoff deadline and for delivering payment in full to HR&P in advance of the agreed pay date. Client understands and agrees that failure to submit all payroll information on time will result in a delay in the processing of Client's payroll. HR&P shall have no duty or obligation to advance funds to Client or to pay the employees or related taxes with HR&P funds.

Client is solely responsible to register their business and setup tax accounts with all relevant taxing agencies and to provide all requested Tax Filing Information to HR&P. "Tax Filing Information" is defined as all tax filing information that is requested by HR&P and is necessary to make payroll tax deposits and file payroll tax returns in accordance with the requirements of a taxing jurisdiction. This information includes, but is not limited to, tax identification numbers, powers of attorney and third-party administration access rights that may be required by a taxing jurisdiction to make payroll tax deposits and file payroll tax returns. HR&P will commence filing payroll tax returns and remitting payroll tax deposits once the requested Tax Filing Information has been provided. If HR&P processes payroll for Client in a taxing jurisdiction for which it has not received the requested Tax Filing Information, HR&P will hold the taxes on Client's behalf and will deposit the funds and file the tax returns when the required information has been received. HR&P is not responsible for any tax penalties or interest assessed due to Client's failure to register their business, obtain tax accounts or provide Tax Filing Information to HR&P.

In the event Client terminates services with HR&P for any reason prior to the end of a calendar quarter, Client acknowledges and agrees to prepare and file all outstanding state and federal payroll tax reports and returns, and calculate and deposit any payroll taxes and related payments at the required dates.

REFUND POLICY

HR&P, upon Client's written request within thirty (30) days of termination of this Agreement, shall refund any Client funds in the possession of HR&P less any amounts due to HR&P, including but not limited to termination fees, unpaid invoice balances, benefit costs, agency or benefit chargebacks. Client is solely responsible for any tax deposits, penalties, interest, or any other tax, payroll, benefit or other costs which are due after or which accrue after the date of termination of services with HR&P.

TAX PENALTIES

If HR&P fails to or inaccurately calculates and deposits payroll taxes based on correct information provided by Client, HR&P will reimburse Client or taxing authority, as applicable, for any penalties or interest assessed by the appropriate taxing authority. Client remains solely responsible for payment of the correct tax amounts. HR&P has no obligation to reimburse Client for any penalties or interest if Client or Client's employees furnished incorrect information to HR&P. Client shall pay any tax penalties or interest related to or arising out of: (a) inaccurate or incomplete information provided to HR&P, whether such information was provided by Client, Client's representatives or Client's employees; (b) Client's failure for any reason to make sufficient funds available to cover all paychecks and payroll tax deposits or the failure of Client's bank to honor any check, draft, wire transfer or ACH transaction for any reason; or (c) Client's failure to provide timely information to HR&P. Client and HR&P shall reasonably cooperate in the resolution of any claims, audits, disputes or inquiries by a taxing authority.

OTHER TAXES

Client is solely responsible for calculating, reporting, depositing and paying all non-payroll taxes of any kind, including but not limited to, ad valorem taxes, franchise taxes, sales and use taxes and income taxes, applicable to Client's business.

Client shall pay, or reimburse HR&P, for any sales or use taxes applicable to HR&P's services under this Agreement.

PAYMENT

Invoices are due and payable upon receipt and are generally issued from one to three days prior to Client payroll date. Client shall pay each invoice by ACH (*bank draft initiated three days before pay date*), wire transfer or reverse wire transfer. Client shall sign any authorization documents required by Client's or HR&P's bank.

All invoices not paid by Client by the invoice date are past due and constitute a default under this Agreement. Past due amounts shall be assessed a late fee of \$150.00 and bear interest at the rate of eighteen percent (18%) per annum until paid. Client shall reimburse HR&P for all bank service charges and administrative fees incurred by HR&P related to dishonored payment due to the fault of Client. In the event that an approved payment offered by Client is dishonored for any reason, HR&P may reinitiate the reverse wire for the dishonored amount of the Client-approved payroll, upon written notification to Client. Late fees, interest charges, and reimbursement of bank service charges and administrative fees shall be invoiced separately to the Client. HR&P shall have the unconditional right to immediately suspend or terminate any and all services until full payment is received from Client. In the event of any payment default by Client, HR&P may terminate this Agreement as noted under the Default section of this Agreement.

INSURANCE & RETIREMENT PLANS

Any employee benefit plans, including but not limited to health insurance, retirement, bonus, profit sharing or deferred compensation, offered by Client to its employees, are solely the responsibility of Client. HR&P will not serve or act as plan sponsor, plan administrator or other fiduciary.

DEFAULT

Acts of defaults by Client shall include, but are not limited to:

- 1) Failure of Client to timely pay any invoice, fee or charge in full when due; or
- 2) Failure of direct payment of taxable wages by Client to HR&P for services contemplated by this Agreement; or
- 3) Breach of any provision of this Agreement by Client.

HR&P may terminate this Agreement immediately on giving written notice to Client of Default and providing Client three (3) business days to cure such Default. If Client fails to cure such Default, HR&P shall have the right to immediately terminate this Agreement and any and all outstanding obligations of Client shall become immediately due and payable. On termination of this Agreement all obligations of Client shall remain effective until such time as such obligations have been satisfied by Client.

Acts of defaults by HR&P shall include, but are not limited to:

- 1) Failure of HR&P to provide any service required herein;
- 2) Failure of HR&P to comply with regulations of a federal, state, or local governmental body, department, or agency

Client may terminate this Agreement immediately on giving written notice to HR&P of Default and providing HR&P three (3) business days to cure such Default. If HR&P fails to cure such Default, Client shall have the right to immediately terminate this Agreement and any and all outstanding obligations of HR&P shall survive the termination of this Agreement until such time as any obligations cease to exist.

PROFESSIONAL ADVICE

HR&P is engaged in providing human resources consulting services. Client understands and agrees that any advice offered by HR&P is not a replacement for legal, tax or accounting advice. Client agrees that it will obtain appropriate professional advice concerning all legal, accounting, tax, insurance and benefits matters. HR&P will not pay for or provide legal representation to Client under any circumstance.

INDEMNITY

To the extent allowed by law, Client hereby agrees to indemnify, defend and hold HR&P harmless, from and against, any and all liability, expense (including court costs and attorneys' fees) and claims for damage of any nature whatsoever, whether known or unknown and whether direct or indirect, as though expressly set forth and described herein, which HR&P may incur, suffer, become liable for or which may be asserted or claimed against HR&P arising out of, based on or related to, but not limited to Client's business, operations, products, goods, services, premises, workplace safety and security, employment and management practices, vehicles, machinery or equipment, or the acts, errors or omissions of the Client, Client's representatives and the Client's employees.

To the extent allowed by law, Client hereby agrees to indemnify, defend and hold HR&P harmless, from and against, any and all liability, for any violation of any local, state and/or federal law, regulation, ordinance, directive or rule whatsoever, and all employment-related matters which shall include but not be limited to all matters arising under local, state and/or federal right-to-know laws, environmental laws, all laws within the jurisdiction of the NLRB, OSHA, and EEOC, including Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (including without limitation those aspects relating to employment, public access and public accommodation), the WARN Act, ERISA, Patient Protection and Affordable Care Act, the Fair Labor Standards Act, all state or federal laws governing wages and hours (including without limitation: prevailing wage rate; exempt and non-exempt status; child labor; and minimum wage and overtime matters), all laws concerning discrimination on the basis of race, sex, sexual harassment, retaliation, religion, national origin, color, age, veteran status, disability, and marital status, all laws governing disclosed and undisclosed benefit plans, and all

other labor or employment related laws. Client shall indemnify, defend and hold HR&P harmless against any claims or demands brought by Client's employees against HR&P, except to the extent caused by HR&P, its employees, agents or representatives.

HR&P hereby agrees to indemnify, defend and hold Client harmless from and against any and all liability, expense (including court costs and attorneys' fees) and claims for damage of any nature whatsoever, whether known or unknown and whether direct or indirect, as though expressly set forth and described herein, which Client may incur, suffer, become liable for or which may be asserted or claimed against Client as a result of HR&P's failure to: properly calculate, prepare, deposit or pay payroll, payroll taxes, withholding, or benefits to the Client's employees; properly apply funds actually received from Client in accordance with Client's instructions. HR&P shall have no obligation to indemnify or defend Client as to claims arising out of the acts, errors or omissions of the Client's employees. This indemnity is expressly conditioned on Client having timely provided HR&P with complete and accurate information, paid all HR&P invoices in full when due.

Client and HR&P expressly agree that the indemnification provisions of this Agreement shall not be limited to claims, expenses or liabilities for which one Party is solely liable, but shall also apply to claims, expenses and liabilities for which Client and HR&P are jointly and concurrently liable. These indemnity obligations apply without regard to the fault or negligence of any party or parties. In such event, if either Party advances funds in connection with a claim, expense or liability, which is subject to this section in excess of its pro rata share, said Party, shall be indemnified by the other Party hereto for such excess amounts.

The indemnities provided herein shall be deemed to be contractual in nature and shall survive the expiration, breach or termination of this agreement.

AMENDMENTS

This Agreement and its Schedules may be amended from time to time as agreed by the parties in writing; such amendments shall become effective on the date and time so designated when signed by both HR&P and Client.

MEDIATION

Client and HR&P hereby agree to submit any dispute that arises from this contract to mediation. Mediation will take place before an agreed upon mediator within sixty (60) days of receipt of a written complaint by either party. The mediator's fee shall be borne equally by the parties. Either party may seek legal redress to enforce this provision and is entitled to all legal fees incurred in enforcing this provision. Mediation will occur in Harris County, Texas and is confidential and non-binding.

ARBITRATION

If mediation is unsuccessful, either party may request binding arbitration pursuant to Chapter 171. General Arbitration, Civil Practice and Remedies Code, commonly referred to as the Texas Arbitration Act. If mediation is unsuccessful, either party may, by written request, invoke binding arbitration. Within sixty (60) days of written request, the parties shall agree upon one arbitrator and each party shall bear the arbitrator's cost equally. If the parties are unable to agree on an arbitrator, either party may seek court intervention for such appointment. The parties may, by written agreement, agree upon more than one arbitrator. Binding arbitration shall occur in Harris County on a schedule established by the agreed upon or court appointed arbitrator. The arbitrator shall/may award arbitration fees and attorneys' fees to the successful party.

ATTORNEYS' FEES; LIMITED RELIEF

In the event of any legal dispute, the prevailing party in any enforcement action arising in respect to this Agreement shall be entitled to recover from the other party all costs of such enforcement action including, without limitation, reasonable attorneys' fees, court costs, arbitrator fees, arbitration filing fees, fees and expenses to enforce the award of the arbitrator and related expenses.

The parties waive all rights to recover lost profits, consequential damages, exemplary damages, multiple damages or punitive damages.

ASSIGNMENT

Without the prior written consent of HR&P, Client shall not assign this Agreement or its rights and duties hereunder or any interest herein. HR&P may unconditionally assign this Agreement to a third party with a prior 30 day written notice to Client.

GOVERNING LAW

Except for Arbitration section of this agreement, which shall be governed by the Federal Arbitration Act this agreement shall be governed by the laws of the United States and of the State of Texas, without the application of choice of law rules which shall not apply.

GENERAL

This Agreement, together with the attached Schedules, constitutes the entire agreement between Client and HR&P. This Agreement supersedes all prior, contemporary or subsequent negotiations, representations, promises or agreements between the parties. Any amendment to this Agreement shall be effective only if set forth on HR&P letterhead, signed by the president of HR&P and signed by an authorized representative of Client.

Nothing contained in this Agreement creates any partnership or joint venture. Neither party shall be the agent for the other party. There are no intended third party beneficiaries of this Agreement. This Agreement may only be enforced by the parties to this Agreement.

As required by 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, HR&P hereby verifies that HR&P, 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.

As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, HR&P hereby verifies that HR&P, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

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

Pursuant to Chapter 2252, Texas Government Code, HR&P represents and certifies that, at the time of execution of this Agreement neither the HR&P, 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.

If any provision of this Agreement or any amendment thereof, should be invalid, the remaining provision shall remain in effect and be so construed as to effectuate the intent and purposes of this Agreement and any amendments thereto.

All notices, requests and communications provided hereunder shall be in writing and hand delivered or mailed by United States registered, certified, or express mail, return receipt requested, and addressed to the party's principal place of business as set forth in this Agreement adjacent the signature of each party (or to such other address provided in writing by such party).

The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of the same provision by any party or of a breach of any other term or provision of this Agreement.

SCHEDULES

The following Schedules are inclusive to this Agreement and incorporated herein by reference for all purposes:

1. Schedule A ("Client Service Fees")

THIS AGREEMENT is duly executed on _____.

CLIENT:

HR&P, Inc.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS:

ADDRESS:

9621 W. Sam Houston Parkway N., Ste 100
Houston, Texas 77064

PHONE:

PHONE: 281-880-6525

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 _____, 20____, WHICH IS THE TIME BUSINESS ENTITY SUBMITTED THE SIGNED AGREEMENT TO THE DISTRICT.

REPRESENTATIVE OF BUSINESS ENTITY

SCHEDULE A
CLIENT SERVICE FEES

Client Name:

Fee Schedule:

- **Administration Fee***

\$5.00 per check

*Minimum Administration Fee of \$50.00 per payroll or month, whichever is higher. If the total per check fee on a single payroll exceeds the Minimum Administration Fee, only the per check fee will apply. If payroll is not processed at least monthly, a minimum \$50.00 charge will be billed to the Client.

- **Client Set-up Fee:**

A Client Set-up Fee of \$200.00 maximum charge will be due at signing of the Client Service Agreement. If this Agreement is terminated, for any reason, Client shall have no right to any refund of the Client Set-up Fee.

- **New Hire Enrollment Fee**

Waived

Client will be responsible to pay a nominal fee for payroll delivery. Additional fees may be incurred for interim payroll runs outside normal pay periods. Additional fees may apply for filing tax returns with zero dollar amounts. Additional set-up fees may apply if the initial set-up was based on inaccurate or incomplete Client data.

RESOLUTION REVIEWING INVESTMENT POLICY
AND MAKING ANY DESIRABLE CHANGES THERETO

WHEREAS, the Board of Directors (the “Board”) of HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109 (the “District”) has adopted an investment policy, as amended; and

WHEREAS, the Board now wishes to review its Amended and Restated Investment Policy, which has not been changed since being adopted by the Board on September 19, 2017, and make any desirable changes thereto;

WHEREAS, the Board has previously designated its Bookkeeper to be the District’s investment officer and to exercise responsibility for the investment of District Funds;

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. The Board has reviewed its investment policy and investment strategies.
2. The Board adopts the following changes to its investment policy and investment strategies:

NONE

3. The Board has reviewed its methods of purchasing investments and hereby adopts the brokers listed on Exhibit A attached hereto as those brokers that are authorized to engage in investment transactions with the District.

DATED THIS 18th day of August, 2026.

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 109

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

LIST OF AUTHORIZED BROKERS

ABC Bank	Moody National Bank
Amegy Bank of Texas, N.A.	New First National Bank
Austin Capital Bank	North Star Bank of Texas
BB & T	One West Bank
Bank of America N.A.	Origin Bank
Bank of New York- Mellon	PNC Bank/The PNC Financial Services Group, Inc.
Bank of Texas N.A.	Plains Capital Bank
Bank of the Ozarks (Bank Ozk)	Plains State Bank
Brenham National Bank	PrimeBank of Texas
Capital Bank of Texas	Prosperity Bank
Capital Markets Group	R Bank
Capital One	Regions Bank
Central Bank	Simmons Bank
Chasewood Bank	SouthStar Bank
Citibank N.A.	SouthState Bank
City Bank	State Bank of Texas
Comerica Securities	State Street Bank & Trust Co.
Commercial State Bank	Stifel Nicolaus
Community Trust Bank	Southwestern National Bank
Coastal Securities	Sunflower Bank
East West Bank	Susser Bank
Fifth Third Bank	Tex Star Investment Pool
First Bank of Texas	Texas Capital Bank N.A.
First Citizens Bank	Texas Class
First Commercial Bank	Texas Citizens Bank
First Financial Bank, N.A.	Texas Exchange Bank
First Horizon Bank	Texas First Bank
First Lockhart National Bank	Texas Gulf Bank
First National Bank of Texas	Texas Regional Bank
First Texas Bank	Texas Traditions Bank
Frontier Bank of Texas	The Independent Bankers Bank
Frost National Bank	The Mint National Bank
Guaranty Bank & Trust	Texas Savings Bank
Hancock Whitney Bank	Texpool/Texpool Prime
Herring Bank	The Right Bank for Texas
Hilltop Securities	Third Coast Bank
Hometown Bank, N.A.	Trustmark National Bank
Horizon Bank	United Bank of El Paso Del Norte
Huntington Bank	United Texas Bank
ICS	Unity National Bank
International Bank of Commerce	U. S. Bank
Inter National Bank	Vista Bank
IntraFi Network Deposits	Wallis Bank
JP Morgan Chase	Wells Fargo Bank, N.A.
Legacy Texas Bank	Wells Fargo Brokerage Services, LLC
Lone Star Bank	Wells Fargo Trust
Lone Star Capital Bank	West Star Bank
Lone Star Investment Pool	Woodforest National Bank

EXHIBIT A

AMENDED AND RESTATED INVESTMENT POLICY

Effective September 1, 2017

SECTION 1. *Purpose.* The purpose of this Investment Policy is to adopt rules and regulations which clearly set forth the District's investment strategy for each of the accounts under its control, emphasize safety of principal and liquidity, address investment diversification, investment limitations, and the quality and capability of investment management, to specify the scope of authority of those officers or employees of the District designated to invest District Funds (defined herein as those funds in the custody of the District that the District has the legal authority to invest), to designate one or more officers or employees of the District to be responsible for the investment of such District Funds, and to provide for periodic review of the investment of District Funds.

SECTION 2. *Investment Rules.* The Board of Directors of the District adopts the rules attached to this Policy as Exhibits 1 through 6 to govern the investment of District Funds and to specify the scope of authority of those officers and employees of the District designated to invest District Funds, which rules shall supersede any investment rules previously adopted by the District. The Board of Directors directs that its Investment Officer, the Bookkeeper for the District, and the Tax Assessor/Collector for the District maintain the investments of the District in a manner consistent with those rules and regulations, and with the Public Funds Investment Act, Chapter 2256, Government Code.

SECTION 3. *Review of District Investments.* The Bookkeeper for the District will report to the Board of Directors of the District at each of their regular meetings concerning the status of District investments.

SECTION 4. *Review of Policy.* The Board shall review this Investment Policy and its investment strategies at least on an annual basis.

EXHIBIT 1

General.

The following rules shall apply to those funds in the custody of the District that the District has the legal authority to invest ("District Funds").

A. General Principles.

The investment policy of the District is to invest District Funds only in instruments which maintain the principal and liquidity of District Funds, to the extent necessary for District activities. Yield earned on District Funds is a secondary consideration compared to safety of principal and liquidity; however, if safety of principal and liquidity needs are met, the District will invest in instruments which give it the highest yield, except when it must limit yield to comply with any limitations on the investment of District Funds imposed on the District in connection with the issuance of bonds in order to comply with the provisions of section 148 of the Internal Revenue Code of 1986, as amended, or any regulations or rulings pertaining thereto.

B. Diversification.

The District will continuously attempt to diversify its portfolio to reduce risk. The portion of its investment portfolio invested in direct obligations of the U.S. Government or certificates of deposit insured by the Federal Deposit Insurance Corporation will be diversified in terms of maturity. If the portion of the District's portfolio invested in obligations of federal agencies and instrumentalities exceeds \$500,000, the District will attempt to invest in instruments issued by more than one agency or instrumentality and in instruments of various maturities. The District will not invest more than \$500,000 in a certificate of deposit or deposits issued by the same financial institution. The District recognizes that by investing District Funds in investment pools, it can diversify its portfolio because each participant in the pool has a pro rata share of a number of instruments, such as repurchase agreements with various providers.

C. Maturity.

The District will not invest in an obligation which matures more than two years from the date of purchase.

D. Quality and Capability of Investment Management.

The District will employ a Bookkeeper who is experienced in investing public funds and will consult with the Bookkeeper on investment opportunities. The District will consult with its financial adviser before investing in any investments which are new to it. The Board also recognizes that it may take advantage of professional investment advice by investing in investment pools.

E. Depositories.

All uninvested District Funds shall be deposited in the District's depository bank or banks unless otherwise required by orders or resolutions authorizing the issuance of the District's bonds. To the extent such District Funds in the depository bank or banks are not insured by the

Federal Deposit Insurance Corporation, they shall be secured in the manner provided by law for the security of District funds, and each depository shall report the market value of such collateral on its reports to the District. The District shall enter into a depository pledge agreement meeting the standards of the Financial Institutions Reform and Recovery Act with each of its depositories in which it invests more than the Federal Deposit Insurance Corporation insured amount.

F. Disbursements.

Any transfer of District Funds for the benefit of a third person shall, after approval by the Board, be made by a draft executed by at least three directors or by wire transfer pursuant to the District's Wire Transfer Agreement with its depository bank.

G. Amendment.

In the event State law changes and the District cannot invest in the investments described in this policy, this policy shall automatically be conformed to existing law.

EXHIBIT 2

Authorized Investments.

District Funds may be invested in any category of investments authorized under the Public Funds Investment Act, which has been approved by the Board. The following categories are approved:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities; including the Federal Home Loan Banks
2. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States if the obligation is not:
 - a. an obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
 - b. an obligation whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
 - c. a collateralized mortgage obligation that has a stated final maturity date of greater than 10 years; and
 - d. a collateralized mortgage obligation the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
4. Certificates of deposit issued by a depository institution that has its main office or a branch office in this state which are (1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor, or (2) secured by (a) obligations described in subcaption 1, 2, or 3 above, or (b) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent, or (c) secured in accordance with the Public Funds Collateral Act or any other manner and amount provided by law for deposits of the District; provided such obligations are marked to market at least monthly, have a market value at least equal to the deposit and are pledged to the District only and held by a third-party custodian;
5. An investment pool that meets the requirements of the Public Funds Investment Act, including the maintenance of an AAA, AAA-m or an equivalent rating by at least one nationally recognized rating service;

6. Other investments authorized by law and approved by the Board by resolution or minute entry.

7. Interest-bearing banking deposits that are guaranteed or insured by (1) the Federal Deposit Insurance Corporation or its successor; or (2) the National Credit Union Share Insurance Fund or its successors; and

8. Interest-bearing banking deposits other than those described by subcaption 7 above if:

a. the funds invested in the banking deposits are invested through: (a) a broker with a main office or branch office in this state that the Board selects from the list required by the Public Funds Investment Act; or (2) a depository institution with a main office or branch office in this state that the Board selects;

b. the broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the District's account;

c. the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

d. the Board appoints as the District's custodian of the banking deposits issued for the District's account: (a) the depository institution selected as described in subcaption a above; (b) an entity qualified to serve as a custodian under the Public Funds Collateral Act; or (c) a clearing broker dealer registered with the Securities and Exchange Commission and operating under SEC Rule 15c3-3 (the Customer Protection Rule).

All transactions, except investments in investment pools and mutual funds (to the extent authorized), shall be settled on a delivery versus payment basis.

EXHIBIT 3

Investment Strategies.

The District's investment strategy for each of its accounts follows:

1. Operating Account. The Operating Account is used for all operations and maintenance needs of the District. The highest priority for this account is safety of principal and liquidity; when these are met, yield is considered. An amount equal to two months of normal operational costs must be kept extremely liquid for normal uses; the amount in excess of two months of normal operational costs should be kept in investments that may be liquidated easily if the need arises. The District's general guidelines for diversification and maturity apply to this account.

2. Debt Service Account. The Debt Service Account is used to pay the District's debt service. The highest priority for this account is safety of principal. Since the District knows the amount of its debt service and when it becomes due, investments for this account should be structured so that they match debt service needs. When safety of principal and liquidity to match debt service are assured, yield is considered. Since District Funds in this account may not be needed for a year or more, longer term instruments should be considered, within the general guideline for maturity set forth in this investment policy, to increase yield. Since the amount of District Funds in this account will probably be quite large, diversification of investments may be necessary and the District's general policy on diversification should be used.

3. Capital Projects Account. The Capital Projects Account is used to pay for capital projects of the District. The highest priority for this account is safety of principal. The District believes that it will know ahead of time when disbursements need to be made from this account. Therefore, investments in this account should be structured so they mature or can be liquidated on the dates disbursements must be made. When safety of principal and liquidity to match disbursement dates are assured, yield is considered. Since District Funds in this account may not be needed for a year or more, longer term instruments should be considered, within the general guideline for maturity set forth in the investment policy, to increase yield. Alternatively, bond proceeds which will reimburse the developer may only be in the account for a day or two; in this case, an investment pool should be utilized. Investment diversification for the large amount of District Funds that may be deposited to this account for a day or two can be achieved through use of an investment pool. In cases where the District has a large amount of District Funds in this account for longer periods, the District's general policy on diversification should be used.

EXHIBIT 4

Authority and Duties of Officers and Employees.

The following rules shall apply to the officers and employees of the District designated to invest District Funds.

1. No person may deposit, withdraw, invest, transfer, or otherwise manage District Funds without express written authority of the Board of Directors of the District (the “*Board*”).

2. The bookkeeper for the District, under the supervision of the Treasurer, shall invest and reinvest District Funds only in those investments authorized under this investment policy or by the Board.

3. The bookkeeper for the District, under the supervision of the Board, shall prepare a written report concerning the District’s investment transactions for each quarter which describes in detail the investment position of the District as of the date of the report. The report shall contain a summary statement of each fund that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period. The report shall also state (a) the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested, (b) the maturity date of each separately invested asset that has a maturity date, (c) the account for which each individual investment was acquired, and (d) whether the investment portfolio complies with the investment strategy expressed in these investment policies and the Public Funds Investment Act. The report shall be presented to the Board at least quarterly within a reasonable time after the end of the period.

4. In the event District Funds are invested in certificates of deposit, the bookkeeper shall solicit bids from at least two bidders. Bids may be obtained orally, in writing, electronically, or in any combination of those methods.

5. The bookkeeper for the District shall secure an executed copy of the form attached as Exhibit 5 from any business organization offering to engage in an investment transaction with the District. For purposes of this paragraph, a business organization is defined as an investment pool or investment management firm under contract with the District to invest or manage the District’s investment portfolio that has accepted authority granted by the Board under the contract to exercise investment discretion in regard to the District’s funds.

EXHIBIT 5

ACKNOWLEDGEMENT OF RECEIPT OF INVESTMENT POLICY

1. I am a qualified representative of _____ (the “Pool”), or
2. I am a qualified representative of _____ (the “Advisor”) and perform investment services for the District.
3. I acknowledge that the Pool/Advisor has received and reviewed the Government’s investment policy.
4. I acknowledge that the Pool/Advisor has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Government and the Pool/Advisor that are not authorized by the Government’s investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Government’s entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the Government that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

Dated this _____ day of _____, 20_____.

Title: _____

Business: _____



ENGINEERING REPORT

August 18, 2026

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:

New anticipated belt press delivery: End of October.

Contractor plans to mobilize one month before delivery date.

Sanitary Sewer Rehabilitation:

Pre-Con meeting held on August 5, 2026. Notice to Proceed issued for August 17, 2026, please see attached.

Please see attached for proposal for Geotech for materials testing.

Action Item: Approval of proposal for Geotech for materials testing in the amount of \$15,960.00.

b. Capital Improvement Plan (CIP): Anticipate update 30% complete by end of August.

c. Interconnect With HCMUD 46

Design ongoing. Anticipate 80% civil design plans by the end of August. Anticipate 90% structural design plans by the end of August. Anticipate submitting to Harris County for initial review before the end of August.

Exhibit J

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d. Water Plant No. 1 and 2 Electrical Improvements

Design ongoing. Anticipate 90% design plans by the end of August.

e. Woodland Hills Tract: No Update

f. Capacity Commitments- No Update

g. Annexation/Capacity Request: No update.



August 6, 2026

Mr. Kevin Gabrysch
Insituform Technologies, LLC
13502 Alameda School Rd.
Houston, Texas 77047

Via E-Mail: KGabrysch@azuria.com

Re: **Notice to Proceed**
Atascocita Joint Operations Board Sanitary Sewer Rehabilitation
BGE Job No. 14909-00

Dear Mr. Gabrysch:

You are authorized to proceed with the referenced project for Harris County MUD No. 109. Your contract time begins on **Monday, August 17, 2026**, and final completion must be achieved within **120 calendar days**.

Please call me at 281-558-8700, should you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "April Gray-Smith".

April Gray-Smith
Construction Technician

TBPE Registration No. F-1046

cc: Fredo Dawson – Insituform Technologies, LLC
Bobby Cagle – Insituform Technologies, LLC
Marcus Beasley – Insituform Technologies, LLC
Mike Blasczyk – Insituform Technologies, LLC
Johnny Valdez – Insituform Technologies, LLC
Jane Maher – Norton Rose Fulbright US LLP
Jonathan Howson – Ninyo & Moore a Socotec Company
Jay Sunderwala – Ninyo & Moore a Socotec Company
Allen Jenkins – Azuria
Ricky Harris - Azuria
TCEQ - Houston
BGE Inc.



July 23, 2026
Project No. 702033001

Atascocita Joint Operations Board
c/o Mr. Aaron Orozco, PE
BGE, Inc.
23501 Cinco Ranch Boulevard, Suite A-250
Katy, Texas 77494

Subject: Proposal for Construction Materials Testing and Observation Services
Atascocita Joint Operations Board Sanitary Sewer Rehabilitation
Timber Forest Drive from WWTP to Atascocita Road
Humble, Texas

Dear Mr. Orozco:

Ninyo & Moore Geotechnical & Environmental Sciences Consultants* (SOCOTEC) is pleased to submit this proposal to perform construction materials testing and observation services for the subject project. We understand that the project will consist of the installation of cured-in-place liner for the existing 60-inch sanitary sewer line along Timber Forest Drive from the WWTP to Atascocita Road. Our services will include the replacement of two manholes and if issues arise from the lining operations and the contractor needs to install new sewer line or manholes via open cut construction. This proposal was prepared without the benefit of a construction schedule and is based on our assumptions as to the needed materials testing.

SOCOTEC's Houston laboratory is supervised by registered civil engineers and meets the requirements of the ASTM E329, ASTM C1077, and ASTM D3740. Our field and laboratory testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and regularly participates in Cement and Concrete Reference Laboratory (CCRL) and AASHTO's Material Reference Laboratory (AMRL) reference testing. In addition, we are accredited by the American Association for Laboratory Accreditation (A2LA) Certificate No. 3204.01 for Construction Materials and No. 3204.02 for Geotechnical. A complete list of the tests on our scope of accreditation can be found at the A2LA website (www.a2la.org).

*For contract purposes, our legal name will remain "Ninyo & Moore Geotechnical & Environmental Sciences Consultants."

SOCOTEC

2313 W. Sam Houston Pkwy North, Ste. 119, Houston, Texas 77043 | p. 713.973.8400
www.socotec.us

SCOPE OF SERVICES

- Attend preconstruction and site meetings, as requested.
- Perform field density testing of utility backfill.
- Perform cast-in-place concrete sampling/testing for manholes and pavement concrete.
- Perform laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), and 200 Wash.
- Perform laboratory testing to evaluate the compressive strength of cement treated sand and concrete samples.
- Consultation and project management.

ESTIMATED FEE

We propose to provide our services on a time-and-materials basis accrued in accordance with the attached cost estimate. We estimate the fee for our services to be approximately \$15,960. Our estimated fee does not include weekend work, stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached Schedule of Fees. A breakdown of our fee is presented in the attached Table 1.

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

Respectfully submitted,
SOCOTEC



Jonathan Howson, PE
Senior Project Engineer



Joe Lapsley
Construction Services Principal

JNH/JAL/ls

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

Table 1 - Breakdown of Estimated Fee
Earthwork
Engineering Technician

Trench Backfill	8 days @ 8	hours/day @ \$ 60.00 /hour	\$ 3,840.00
Trench Backfill (OT)	8 days @ 2	hours/day @ \$ 90.00 /hour	\$ 1,440.00
Sample Pickups	2 days @ 4	hours/day @ \$ 60.00 /hour	\$ 480.00
Vehicle Usage Charge	88	hours @ \$ 15.00 /hour	\$ 1,320.00
Equipment Charge	64	hours @ \$ 15.00 /hour	\$ 960.00

Laboratory Testing

Standard Proctor Density, D 698	2	samples @ \$ 230.00 /sample	\$ 460.00
Standard Proctor Density Treated Soils, D 698	2	samples @ \$ 255.00 /sample	\$ 510.00
200 Wash	2	samples @ \$ 60.00 /sample	\$ 120.00
Atterberg Limits	2	samples @ \$ 70.00 /sample	\$ 140.00
CSS Compressives	12	samples @ \$ 80.00 /sample	\$ 960.00

Subtotal \$ 10,230.00

Concrete

Engineering Technician	5 days @ 6	hours/day @ \$ 60.00 /hour	\$ 1,800.00
Cylinder Pick Ups (no charge if already onsite for other services)	5 days @ 4	hours/day @ \$ 60.00 /hour	\$ 1,200.00
Vehicle Usage Charge	50	hours @ \$ 15.00 /hour	\$ 750.00
Compression Tests of Cylinders	5 sets @ 4	samples/set @ \$ 80.00 /set	\$ 400.00

Subtotal \$ 4,150.00

Engineering Review, Consultation, and Data Processing

Principal Engineer	2	hours @ \$ 180.00 /hour	\$ 360.00
Project Manager	9	hours @ \$ 105.00 /hour	\$ 945.00
Data Processor	5	hours @ \$ 55.00 /hour	\$ 275.00

Subtotal \$ 1,580.00

TOTAL ESTIMATED FEE

\$ 15,960.00

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

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

Field Staff

Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 140
Nondestructive Examination Technician (UT, MT, LP)	\$ 120
Certified Asbestos/Lead Technician	\$ 120
Field Operations Manager	\$ 105
Supervisory Technician	\$ 75
Senior Technician	\$ 65
Technician	\$ 60

Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	\$ 55
Information Specialist	\$ 55
Data Processor	\$ 55

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 50/hr
Vapor Emission Kit	\$ 75/kit
Equipment Charge	\$ 15/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 50/hr
Air Sampling Pump	\$ 25/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 400/hr
Direct Expenses	Cost plus 15%
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday, evening hours, and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays. Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

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

The terms and conditions are included in Socotec's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318	\$ 70
California Bearing Ratio (CBR), D 1883, per point	\$ 240
One Dimensional Consolidation, D 2435	\$ 450
Consolidation Additional Increments, D 2435	\$ 60
Hydrometer Analysis, D 422	\$ 145
Double Hydrometer Analysis, D 4221	\$ 250
Moisture Content, D 2216	\$ 10
Moisture and Density, D 2937	\$ 55
Permeability, D 2434	\$ 300
Specific Gravity, D 854	\$ 65
Standard Proctor Density, D 698	\$ 230
Modified Proctor Density, D 1557	\$ 250
(Rock corrections add \$70)	
Sieve Analysis, D 422	\$ 65
Sieve Analysis, 200 Wash, D 1140	\$ 60
Swell Test, D 4546	\$ 350
Triaxial Shear, U.U., D 2850 per point	\$ 75
Unconfined Compression, D 2166	\$ 50
Pinhole Dispersion Test, D 4647	\$ 320
Crumb Test Dispersion Test, D 4647	\$ 45
Lime Determination, PI Method	\$ 275
Lime Determination, pH Method, D 62765	\$ 265
Compressive Strength Cement Stabilized Sand, D 1633	\$ 80
Standard Proctor Density Treated Soils, D 698	\$ 255
Modified Proctor Density Treated Soils, D 1557	\$ 270

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 85
Brick Absorption, 5-hour boiling, C 67	\$ 85
Brick Absorption, 7-day, C 67	\$ 85
Brick Compression Test, C 67	\$ 50
Brick Moisture as received, C 67	\$ 50
Brick Measurement, C 67	\$ 65
CMU Block Compression Test, 8x8x16, C 140	\$ 150
CMU Block Unit Weight and Absorption, C 140	\$ 100
CMU Block Moisture Content, C 140	\$ 95
CMU Block Measurement, C 140	\$ 35
Compressive Strength, Grout prism, C 1019, each	\$ 55
Compressive Strength, Mortar Cube, C 109, each	\$ 30

CONCRETE

Compression Strength, C 39	\$ 20
Flexural Test, C 78 or C 293	\$ 30
Splitting Tensile Strength, C 496	\$ 125
Time of Setting of Cement by Vicat Needle, C 191	\$ 250
Concrete Laboratory Mix Verification, Excluding cylinders	\$ 500
Concrete Coring, Measurement, and Compressive Strength	\$ 250
Concrete Core Compressive Strength, Includes Prep, C 42	\$ 90
Concrete Core Measurement, C 174	\$ 30
Concrete Coring Minimum Charge	\$ 600
Concrete Coring – 4" Diameter to 6-inch depth	\$ 120
Concrete Coring Additional Thickness 6" to 12" depth	\$ 11/in
Concrete Coring Additional Thickness over 12" depth	\$ 15/in
Compressive Strength Lt. Wt. Insulating Concrete, C 495	\$ 30
Unit Weight of Lt. Wt. Insulating Concrete, C 495	\$ 25

FIREPROOFING

Density of SFRM, E 605	\$ 45
Cohesion/Adhesion of SFRM, E 736	\$ 35

ASPHALT

Asphalt Mix Design Review, Job Spec	\$ 500
Asphalt Mix Design, 5 points	\$ 2500
Extraction, % Asphalt, including Gradation, Tex 210F	\$ 230
Hveem Stability, Tex 208F	\$110/set
Bulk Density Lab Molded Samples, Tex 207F	\$ 65/set
Bulk Density Core, Tex 207F	\$ 60
Molding Specimens, Tex 206F	\$ 75/set
Measurement of Asphalt Cores	\$ 25
Asphalt Coring Minimum Charge	\$ 600
Asphalt Coring – 4" Diameter to 6-inch depth	\$ 105
Concrete Coring Additional Thickness over 6" depth	\$ 10/in
Maximum Theoretical Unit Weight, Tex 227F	\$ 105

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 65
Los Angeles Abrasion, C 131 or C 535	\$ 240
Organic Impurities, C 40	\$ 55
Sieve Analysis, Coarse Aggregate, C 136	\$ 75
Sieve Analysis, Fine Aggregate, C 136	\$ 75
Decantation, C 117	\$ 55
Specific Gravity, Coarse, C 127	\$ 120
Specific Gravity, Fine, C 128	\$ 135

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



WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE, A SOCOTEC COMPANY
2313 W. Sam Houston Parkway, North, Suite 119
Houston, Texas 77043

PROJECT NO. **702033001**

1. PROJECT ADDRESS: **Timber Forest Drive from WWTP to Atascocita Road
Humble, Texas**
2. PROJECT DESCRIPTION: **Construction Materials Testing and Observation Services
Atascocita Joint Operations Board Sanitary Sewer Rehabilitation**
3. SCOPE OF STUDY: **Please refer to proposal dated July 23, 2026.**
4. FEE: **\$15,960 (Fifteen Thousand Nine Hundred Sixty Dollars – Time and Materials)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Atascocita Joint Operations Board c/o BGE, Inc.
23501 Cinco Ranch Boulevard, Suite A-250
Katy, Texas 77494** PHONE: **281-579-0340**
- CONTACT: **Mr. Aaron Orozco, PE** PHONE: **713-488-8173**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE, A SOCOTEC COMPANY

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS ("SOCOTEC"), hereinafter referred to as CONSULTANT, and **Atascocita Joint Operations Board c/o BGE, Inc.**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **702033001** dated **July 23, 2026**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing. SOCOTEC is the operating brand of Ninyo & Moore Geotechnical & Environmental Sciences Consultants, which remains the contracting legal entity for applicable agreements.

STANDARD OF CARE

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

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

SITE ACCESS AND SITE CONDITIONS

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

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

SAMPLE DISPOSAL

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

MONITORING

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

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

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

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

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

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

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties

will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

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

TERMINATION

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

RISK ALLOCATION

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

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

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

INDEMNIFICATION

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

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

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

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

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

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

DISPUTE RESOLUTION

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

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

GOVERNING LAW AND SURVIVAL

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

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

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent


Jay Sunderwala, PE / Managing Principal Engineer

Date

07/23/26
Date

PM: PMN