

MINUTES OF BOARD OF DIRECTORS MEETING  
MARCH 17, 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 March 17, 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. Also attending all or parts of the meeting were Mr. Larry Wheeler of Wheeler Environmental Waste Consulting; Mr. Todrick Walker of Walker’s Total Solutions; Ms. Odett Newman of Bob Leared Interests (“BLI”), tax assessor and collector for the District; Lieutenant Steve Romero of Harris County Precinct 4 Constable’s Office; Mr. Corey Burton of Municipal Accounts & Consulting, LP (“MAC”), bookkeeper for the District; Mr. Chris Meinhardt of BGE, Inc. (“BGE”), engineer for the District; Mr. Clint Gehrke of Water Waste Water Management Services, Inc. (“WWWMS”), operator for the District; and Mr. Dimitri Millas, Ms. Leslie Bacon and Ms. Jane Maher of Norton Rose Fulbright US LLP (“NRF”), attorneys for the District.

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

1. **Public Comments.** There were no public comments.
2. **Minutes.** The Board considered the proposed minutes of the meeting held on February 17, 2026, previously distributed to the Board. Upon motion by Director Sulpizio, seconded by Director Bone, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the meetings held on February 17, 2026, as presented.
3. **Tax Collector’s Report and authorize payment of certain bills.** President Parker recognized Ms. Newman, who presented to and reviewed with the Board the Tax Assessor and Collector’s Report for the month of February 2026, a copy of which is attached hereto as *Exhibit B*. She provided an update on the transition and tax payments. She reported that as of today, 94.1% of the District’s 2025 taxes have been collected.

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

4. **Security Report.** President Parker recognized Lieutenant Romero, who reviewed the Security Report for the month of February 2026, a copy of which is attached hereto as *Exhibit C*. Upon motion by Director Moore, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Security Report.

5. **Review Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order and ratify approval of Smart Water Resolution.** President Parker recognized Mr. Gehrke, who presented the Operations Report dated March 17, 2026 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit D*. Mr. Gehrke reported that 97.10% of the water pumped was billed for the period February 1, 2025 through February 31, 2026.

Mr. Gehrke reported on various maintenance items.

Mr. Gehrke presented to and reviewed with the Board a proposal from Today's Integration, Inc. for security and surveillance at Water Plant No. 1, a copy of which is attached hereto as *Exhibit E*.

Ms. Bacon stated that the 2025 Water Smart Resolution (the "Resolution") was an item in the December operations report and that the Board needs to ratify approval of the resolution.

Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Operations Report, approve the termination of delinquent accounts in accordance with the terms of the District's Rate Order, approve the proposal from Today's Integration, Inc. and ratify approval of the 2025 Smart Water Resolution.

6. **Discuss delinquent tax attorney engagement and take any necessary action regarding the collection of delinquent taxes.** Ms. Bacon stated that the District has an evergreen contract with Perdue, Brandon, Fielder, Collins & Mott, LLP ("Perdue") for delinquent collections. She stated that each party can terminate upon 30 days' written notice, otherwise the contract automatically rolls over for another year. No action was taken.

7. **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 F*. Discussion ensued regarding authorizing the use of the surplus funds from the 2017 bond issuance for the Water Plant No. 1 Ground Storage Tank Replacement project.

The Board reviewed the District's Rate Order, a copy of which is attached hereto as *Exhibit G*. Discussion ensued regarding the base water service rate and apartment sewer rate. It was the consensus of the Board to defer this item.

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

8. **Review Rate Order and take appropriate action.** It was consensus of board to defer this item.

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

Mr. Meinhardt reported on the Wastewater Treatment Plant Belt Press Replacement/Belt Press Building Rehabilitation. He stated that the submittal reviews are ongoing. He reported that the steel beams are being recoated, the metal sheeting has been replaced on back building and that the metal sheeting/roof on the garage has been replaced.

Mr. Meinhardt reported on the Sanitary Sewer Rehabilitation. He stated that Harris County/Harris County Flood Control comments were addressed and that plans were resubmitted last week. He noted that BGE anticipates design plans to be 90% complete by the end of March and 100% complete by mid-April.

Mr. Meinhardt reported on the Capital Improvement Plan. He stated that there is no update.

Mr. Meinhardt reported on Lift Station No. 3 Rehabilitation/Fence Replacement. He stated that the final inspection was held on February 26, 2026 and that BGE is waiting on one punch list item to be addressed.

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 design plans to be 60% complete by the end of April.

Mr. Meinhardt reported on Water Plant No. 1 Ground Storage Tank Replacement. He stated that the final inspection was held on February 26, 2026 and that all punch list items have been addressed. He presented Pay Estimate No. 11 in the amount of \$8,010.00 for approval.

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

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

Mr. Meinhardt reported on Annual Tank Inspections.

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

Upon motion by Director Bone, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to: (1) approve the Engineer's Report; and (2) approve Pay Estimate No. 11 in the amount of \$8,010.00 for the Water Plant No. 1 Ground Storage Tank Replacement.

10. **Discuss renewal of District insurance (expires 5-22-26).** President Parker recognized Ms. Bacon, who stated that NRF will request that the District's current provider, Arthur J. Gallagher, provide a proposal.

11. **Adopt Order Declaring Unopposed Candidates Elected to Office and approve certification of unopposed status.** President Parker recognized Ms. Bacon, who reviewed an Order Declaring Unopposed Candidates Elected to Office (the "Order") and the Certification of Unopposed Status (the "Certification"), copies of which are attached hereto as *Exhibit I*. Ms.

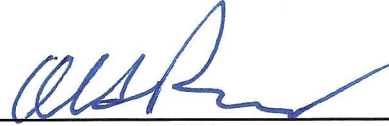
Bacon noted that Directors Sulpizio, Bone and Moore are unopposed and therefore the Board can cancel the directors election scheduled for May 2, 2026.

Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to adopt the Order, as presented, thereby canceling the directors election scheduled for May 2, 2026.

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

\* \* \*

The above and foregoing minutes were passed and approved by the Board of Directors on April 21, 2026.



\_\_\_\_\_  
President, Board of Directors

ATTEST:



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

## HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

### NOTICE

In accordance with chapter 551, Texas Government Code and Section 49.063, Texas Water Code, both as amended, take notice that the Board of Directors of Harris County Municipal Utility District No. 109 will meet in regular session, open to the public, at **Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346**, at **5:30 p.m. on Tuesday, March 17, 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 February 17, 2026;
3. Report by Harris County Precinct Four Constable and take any necessary action;
4. Approve Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order and ratify approval of Smart Water Resolution;
5. Review Tax Collector's Report and authorize payment of certain bills;
6. Discuss delinquent tax attorney engagement and take any necessary action regarding the collection of delinquent taxes;
7. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
8. Review Rate Order and take appropriate action;
9. 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;
10. Discuss renewal of District insurance (expires 5-22-26);
11. Adopt Order Declaring Unopposed Candidates Elected to Office and approve certification of unopposed status; 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.

203185688.1

DISTRITO MUNICIPAL DE SERVICIOS PÚBLICOS DEL CONDADO DE HARRIS NO. 109

AVISO

De acuerdo con el capítulo 551 del Código de Gobierno de Texas y la Sección 49.063 del Código de Agua de Texas, ambos según enmendados, tomamos nota de que la Junta Directiva del Distrito Municipal de Servicios Públicos No. 109 del Condado de Harris se reunirá en sesión ordinaria, abierta al público, en Atascocita. Planta de Tratamiento de Aguas Residuales, 5003 Atascocita Road, Humble, Texas 77346, a las 5:30 p.m. el martes 19 de marzo de 2026. En dicha reunión, la Junta considerará y actuará sobre los siguientes asuntos:

11. Adoptar la Orden que declara electos para el cargo a candidatos sin oposición y aprobar la certificación de su estatus sin oposición;

QUẬN TIỆN ÍCH THÀNH PHỐ HARRIS SỐ. 109

ĐỀ Ý

Theo chương 551, Bộ luật Chính phủ Texas và Mục 49.063, Bộ luật Nước Texas, cả hai đều đã được sửa đổi, lưu ý rằng Hội đồng Quản trị của Khu Tiện ích Thành phố Quận Harris số 109 sẽ họp phiên thường kỳ, mở cửa cho công chúng, tại Atascocita Nhà máy xử lý nước thải, 5003 Đường Atascocita, Humble, Texas 77346, lúc 5:30 chiều, vào Thứ Ba, ngày 17 tháng 3 năm 2026. Tại cuộc họp như vậy, Hội đồng quản trị sẽ xem xét và hành động về các vấn đề sau:

11. Thông qua Lệnh tuyên bố các ứng cử viên không bị phản đối được bầu vào chức vụ và phê chuẩn việc chứng nhận tư cách không bị phản đối;

哈里斯县市政公用事业区编号109

注意

根据经修订的《德克萨斯州政府法典》第 551 章和《德克萨斯州水法典》第 49.063 节，请注意，哈里斯县市政公用事业区第 109 号董事会将在 Atascocita 举行向公众开放的例会。废水处理厂，地址：5003 Atascocita Road, Humble, Texas 77346，下午 5:30 2026 年 3 月 17 日星期二。在该会议上，董事会将审议以下事项并采取行动：

11. 通过命令宣布无反对候选人当选并批准无反对身份证明；

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.  
203185688.1

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 MARCH 10, 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 10<sup>TH</sup> day of March 2026.



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**Jane Maher**

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**From:** Russell Lambert <russ@texasnetwork.com>  
**Sent:** Tuesday, March 10, 2026 4:36 PM  
**To:** Jane Maher  
**Cc:** The Texas Network  
**Subject:** RE: 109 & AJOB March Postings



## CERTIFICATE OF POSTING OF NOTICE OF PUBLIC MEETING

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

I hereby certify that on the date listed in this email above, that I have posted the March 17, 2026 notice of public meeting on the website at the following location:  
<https://www.waterdistrict109.com/meetings/>

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

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**From:** Jane Maher <jane.maher@nortonrosefulbright.com>  
**Sent:** Tuesday, March 10, 2026 2:26 PM  
**To:** Russell Lambert <russ@texasnetwork.com>  
**Cc:** The Texas Network <support@texasnetwork.com>  
**Subject:** 109 & AJOB March 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. tomorrow. Please return the certificates of posting to me at your earliest convenience.

Thanks

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

## **NORTON ROSE FULBRIGHT**

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

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TAX COLLECTOR'S OATH

Hc MUD #109 }

STATE OF TEXAS

COUNTY OF Harris }

BRENDA MCLAUGHLIN, BEING duly sworn, states that she is the Tax Collector for the above named taxing unit and that the foregoing contains a true and correct report, accounting for all taxes collected on behalf of said taxing unit during the month therein stated.

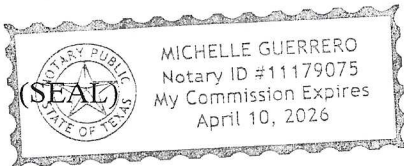
*Brenda McLaughlin*

\_\_\_\_\_  
BRENDA MCLAUGHLIN

SWORN TO AND SUBSCRIBED BEFORE ME, this 12<sup>th</sup> day of  
March, 2026.

*Michelle Guerrero*

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



Submitted to Taxing Unit's Governing Body on \_\_\_\_\_.

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

2/28/2026

Taxes Receivable: 8/31/2025	\$	.00	
Reserve for Uncollectables	(	.00)	
Adjustments		<u>203,188.07</u>	\$ <u>203,188.07</u>
Original 2025 Tax Levy	\$	3,867,956.35	
Adjustments		<u>286,565.55</u>	<u>4,154,521.90</u>
<b>Total Taxes Receivable</b>			<b>\$ <u>4,357,709.97</u></b>
Prior Years Taxes Collected	\$	19,339.22	
2025 Taxes Collected ( 91.5%)		<u>3,858,125.06</u>	<u>3,877,464.28</u>
<b>Taxes Receivable at: 2/28/2026</b>			<b>\$ <u><u>480,245.69</u></u></b>

2025 Receivables:		
Debt Service	161,689.25	
Maintenance	189,984.88	

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*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 Fiscal to Date  
2/2026 10/01/2025 - 2/28/2026

Beginning Cash Balance \$ 2,939,172.79 40,000.00

Receipts:

Current & Prior Years Taxes	136,218.50	3,876,176.18
Penalty & Interest	10,112.47	13,818.80
Additional Collection Penalty	2,018.66	5,605.76
Overpayments		5,772.40
Funds Pending Certification		1.11
Refund - due to adjustments	423.93	5,918.74
Unpaid Account	3,251.31	3,251.31
Substantial Error Penalty	73.95	73.95
Rendition Penalty	138.26	549.44
Refund Rendition Penalty		3.04
Prior TAC Account Transfer	326,547.06	326,547.06

TOTAL RECEIPTS \$ 478,784.14 4,237,717.79

Disbursements:

Atty's Fees, Delq. collection	1,404.42	1,404.42
CAD Quarterly Assessment	8,059.00	16,227.00
Publications, Legal Notice		854.90
Refund - due to adjustments	3,797.49	4,192.85
Refund - due to overpayments	3,061.57	5,772.40
Tax A/C Bond Premium		250.00
Transfer to Debt Service Fund	1,275,000.00	1,635,000.00
Transfer to General Fund	1,540,635.92	2,014,801.08
Tax Assessor/Collector Fee	3,327.85	13,305.70
Unpaid Account	3,251.31	3,251.31
Postage/Deliveries	216.34	2,138.10
Additional Services - BLI		200.00
Copies	219.05	219.05
Envelopes - Original Stmt	538.20	538.20
Notice to Purchaser		120.00
Duplicate Statements	15.00	15.00
Mileage Expense	50.75	197.75
Meeting Attendance - Night	120.00	480.00
Tax Lien Transfers	40.00	40.00
Tax Rate Calculation		200.00
Positive Pay	25.00	75.00
Tax Code 26.16 & 26.17		240.00

TOTAL DISBURSEMENTS (\$ 2,839,761.90) ( 3,699,522.76)

CASH BALANCE AT: 2/28/2026 \$ 578,195.03 578,195.03

HARRIS COUNTY MUD #109

Additional disbursements for the month February, 2026

Check@	Payee	Description	Amount
	Taxpayer	Unpaid Account	1,108.69
	Taxpayer	Unpaid Account	938.76
	Taxpayer	Unpaid Account	1,091.66
	Taxpayer	Unpaid Account	112.20
TOTAL DISBURSEMENTS			\$ 3,251.31

Cash Balance at 2/28/2026 \$ 578,195.03

Disbursements for month of March, 2026

Check@	Payee	Description	Amount
	W/T to Debt Srv Fund 3/18/26	Transfer to Debt Service Fund	\$ 325,000.00
	W/T to General Fund 3/18/26	Transfer to General Fund	69,473.43
1043	PBFCM, LLP	Atty's Fees, Delq. collection	2,182.68
1044	Fuehrer James L & Anita R	Refund - due to adjustments	327.50
1045	FKH SFP Propco B HLD LP	Refund - due to adjustments	39.80
1046	Giampietro Deirdre & Michael	Refund - due to adjustments	54.82
1047	Appliance Warehouse of America	Refund - due to adjustments	1.81
1048	Bob Leared	Tax Assessor/Collector Fee	3,720.74
TOTAL DISBURSEMENTS			\$ 400,800.78
Remaining Cash Balance			\$ 177,394.25

Stellar Bank

HARRIS COUNTY MUD #109

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 2/2026	Adjustments To Collections 2/2026	Total Tax Collections at 2/28/2026	Total Taxes Receivable at 2/28/2026	Collection Percentage
2025	131,942.23	3,342.48-	3,858,125.06	351,674.13	91.535
2024	7,180.37	110.56-	16,207.64	61,255.65	98.519
2023	349.56	334.93-	2,644.42	27,241.18	99.310
2022	274.78		507.25	18,650.23	99.501
2021	120.00		114.42	11,663.75	99.654
2020	139.53		133.62	9,760.75	99.691

(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	955,062,456	07 / 07	.435000	286,565.55		4,154,521.90
2024	951,037,532	18 / 18	.435000	915.92-		4,137,013.26
2023	897,084,749	30 / 30	.440000	747.81		3,947,172.88
2022	795,596,759	42 / 42	.470000	879.39		3,739,304.76
2021	702,942,310	53 / 53	.480000	2.41-		3,374,123.08
2020	658,929,764	65 / 65	.480000	.01-		3,162,862.86

HARRIS COUNTY MUD #109

TAX RATE COMPONENTS

Year	Debt Service Rate	Debt Service Levy	Maintenance Rate	Maintenance Levy
2025	.200000	1,910,124.95	.235000	2,244,396.95
2024				
2023				
2022				
2021				
2020				

HARRIS COUNTY MUD #109

Notes:

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

\$ 328,096.53 - TRANSFER FROM THE PRIOR TAC TO THE NEW HC MUD #109 ACCOUNT ON 02/12/26.

\$ 1,434.42 - POSTED PAYMENTS THAT WERE RECEIVED TO THE PRIOR TAC WITH PROOF OF PAYMENTS FROM TAXPAYERS.

2024 TAXES - #0202-013-0040	- \$	79.23	- BASE
	\$	16.63	- PENALTY/INTEREST
	\$	19.19	- COLLECTION FEE
#0003-014-0170	- \$	987.89	- BASE
	\$	207.46	- PENALTY/INTEREST
	\$	239.07	- COLLECION FEE

\$ 423.93 - REPORTED AS TAXES COLLECTED ON PRIOR REPORTS, TRANSFERRED TO REFUND OF ADJUSTMENTS DUE TO CAD C/R#'S 7, 18 & 30.

2023 TAXES - #0280-010-0290	- \$	110.00
2024 TAXES - #0280-010-0290	- \$	108.75
#9900-101-6289	- \$	1.81
2025 TAXES - #0280-010-0290	- \$	108.75
#0280-015-0490	- \$	39.80
#0403-001-0100	- \$	54.82

\$ 3,251.31- UNPAID ACCOUNTS DUE TO RETURN CHECKS AS FOLLOWS.

2023 TAXES - #0102-010-0070	< \$	56.10	> BASE
	< \$	56.10	> BASE
	< \$	112.73	> BASE
2025 TAXES - #0004-017-0140	< \$	1,091.66	> BASE
#0001-010-0180	< \$	1,108.69	> BASE
#0003-015-0150	< \$	938.76	> BASE

\$ 112.73 - REAPPLIED THIS PARTIAL PAYMENT AS MONIES AS FOLLOWS.

2023 TAXES - #0102-010-0070	- \$	112.73	- BASE
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HARRIS COUNTY MUD #109

<b>Tax Exemptions:</b>	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 11/12/25 - 11/12/28	11/13/2025	250.00

<b>Adjustment Summary:</b>	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
<b>TOTAL</b>		286,565.55

HARRIS COUNTY MUD #109  
Homestead Payment Plans

<u>Account no.</u>	<u>Tax</u> <u>Year</u>	<u>Last</u> <u>Payment</u> <u>Amount</u>	<u>Last</u> <u>Payment</u> <u>Date</u>	<u>Balance</u> <u>Due</u>
(I ) 0003-014-0170	2025	.00	None	1,026.41
(I ) 0403-001-0410	2025	117.98	03/01/26	1,227.13

\*Total      Count 2

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

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Standard Payment Plans

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



# 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 February 2026

### Categories

Burglary Habitation: 0	Burglary Vehicle: 0	Theft Habitation: 0
Theft Vehicle: 0	Theft Other: 4	Robbery: 0
Assault: 0	Sexual Assault: 0	Criminal Mischief: 3
Disturbance Family: 10	Disturbance Juvenile: 0	Disturbance Other: 6
Alarms: 17	Suspicious Vehicles: 15	Suspicious Persons: 18
Runaways: 0	Phone Harrassment: 1	Other Calls: 575

### 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
30	14	1	0	0	0	22	0	0	1951	18
H67	3	1	0	0	0	8	0	0	69	1
H68	64	39	30	0	0	21	0	3	785	19
H69	14	23	10	1	2	32	0	3	681	18
M11	7	0	3	0	0	31	0	0	276	5
<b>TOTAL</b>	<b>102</b>	<b>64</b>	<b>43</b>	<b>1</b>	<b>2</b>	<b>114</b>	<b>0</b>	<b>6</b>	<b>3762</b>	<b>61</b>

### Summary of Events

Alarms:

Deputies were dispatched to 17 alarm call that were cleared false.

Checks:

Deputies conducted combined MUD, park, neighborhood, and other miscellaneous checks.

Traffic Enforcement:

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

19600 Timber Forest Ct – Deputy initiated a traffic stop for violations. Investigation revealed the driver had several open class C warrants. Violator was taken into custody then transported to JPC.

**ExhC**

5400 Forest Timbers Dr – Deputy responded to a major accident in which a vehicle drove through several yards almost striking a residence. The driver was determined to be intoxicated and arrested for DWI.

19300 Spoonwood Ct – Deputy conducted a traffic stop and the passenger was in possession of narcotics. Citation issued with warrant pending drug lab results.

#### Theft Other:

5800 FM 1960 Rd E-Deputy responded to a theft of business. Investigation revealed suspect did not pay for service. No charges filed.

19100 Artesian Way- Deputy responded to a theft. A suspect scammed complainant out of money. No charges filed.

5300 FM 1960 Rd E- Deputy responded to a theft. Unknown suspect took wallet that was left at a store. No charges filed.

5800 Rivergrove park dr- Deputy responded to a theft. Unknown suspect took bike from location. No charges filed.

#### Criminal Mischief:

6000 Upper Lake Dr– Deputies were dispatched to a criminal mischief. Investigation revealed unknown female struck complainants vehicle with a stick causing damage.

5400 Enchanted Mist Dr – Deputies were dispatched to a criminal mischief call. Investigation revealed two unknown suspects observed on video punctured complainant's tires on both of his vehicles.

5400 Forest Timbers Dr – Deputies were dispatched to a criminal mischief. Investigation revealed back door of a vacant property was damaged by unknown suspects.

#### Family Disturbance:

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

5400 Fawn Trail Ln- Deputies were dispatched to family disturbance. Investigation revealed family members had an altercation. No charges were filed.

19600 Swiftbrook Dr – Deputies were dispatched to a family disturbance call. Family members had an altercation. Charges filed.

5300 Enchanted Timbers Dr – Deputy responded to a family disturbance call. Family members had an altercation. Charges are pending.

4900 Jasmine Meadows Ln - Deputies were dispatched to a family disturbance call. Family members had an altercation. No charges filed.

5400 Enchanted Mist Dr – Deputies were dispatched to a family disturbance call. Family members had an altercation. No charges filed.

5500 Dove Forest Ln- Deputies were dispatched to family disturbance. Investigation revealed

family members had an altercation. Charges were filed.

20000 Bambiwoods Dr Deputies were dispatched to disturbance other. 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.

19100 Shay Ln- Deputies were dispatched to family disturbance. Investigation revealed family members had an altercation. No charges were filed.

#### Suspicious Vehicle:

Deputies responded to 15 suspicious vehicle calls within the community. Each incident was investigated and cleared without further action required.

#### Suspicious Persons:

Deputies responded to 18 suspicious person calls within the community. Each incident was investigated and cleared without further action required.

#### Telephone Harassment:

5400 Green Timbers Dr – Deputies responded to a telephone harassment call. Complainant was receiving unwanted calls and texts.

#### Other:

5400 Upper Lake Dr – Deputies were dispatched to a forgery call. Investigation revealed complainant received a fraudulent check from a fake company she met through indeed.com.

5400 Enchanted Mist Dr – Deputies were dispatched to a credit card abuse call. Investigation revealed complainant reported unknown suspect stole debit card and made purchases without consent.

5700 Forest Timbers Dr – Deputies were dispatched to a disturbance call. Investigation revealed suspect caused a disturbance then fled location on foot. Deputies located suspect and took him into custody for public intoxication.

19300 Forest Fern Ct – Deputies were dispatched to a trespassing call. Investigation revealed known person issued a trespass warning from location.

5700 Forest Timbers Dr – Deputies were dispatched to a suspicious vehicle call. Investigation revealed suspect was in possession of marijuana. Harris County District Attorney Office was contacted. Charges were declined.

19300 Forest Fern Ct – Deputies were dispatched to a meet the citizen call. Investigation revealed complainant believes his neighbors are spreading gossip about him .

19400 Forest Timber Ct – Deputies were dispatched to a meet the citizen. Investigation revealed complainant requested a report due to issues with a boarding home.

4600 FM 1960 Rd E- Deputy responded to Burglary of a Business. Investigation revealed suspect stole items from business. Charges filed.

20000 Timber Forest Dr – Deputy responded to a found property call. Someone found a wallet. Deputy located and returned wallet to owner.

5400 FM 1960 Rd E – Deputy located a stolen vehicle. The driver was the owner and it had not yet been reported as recovered. Deputy completed the recovery report.

5400 Quail Tree Ln – Deputy responded to meet the citizen call. Complainant advised deputy of a green leafy substance that was found.

20000 Timber Forest Dr – Deputy responded to a child custody dispute. Parents having disagreement over a child. Welfare check of child was conducted.

5600 FM 1960 R E- Deputy responded to a welfare check. The person in question was in good health.

20600 W LAKE HOUSTON PKWY- Deputy responded to a welfare check. The person in question was in good health.

20300 Timber Forest Dr- Deputy responded to a suspicious person. Suspect arrested for warrant.

20200 Misty Pines Dr- Deputy responded to a suspicious vehicle call. The driver was found to be intoxicated and arrested for DWI.

19600 Swiftbrook Dr – Deputy responded to a mental health call. A consumer was transported to a local hospital.

5300 Dawnburst Dr – Deputy responded to a fraudulent use of identification call. Unknown suspect used the complainant's personal information to apply for employment.

5200 Enchanted Mist Dr – Deputy responded to a meet the citizen call. Complainant advised their electric bicycle was stolen. After posting about it on social media, the mother of the kid who stole it, returned it. The complainant did not wish to file charges.

18400 Hearland Ct – Deputy responded to a fraud call. Unknown suspect filed a fraud tax return with complainant's information.

**WWWMS, INC.**  
**HARRIS COUNTY MUD # 109**  
**OPERATIONS REPORT**  
**Tuesday, March 17, 2026**

**BILLING AND COLLECTION RECAP:**

**DEPOSITED IN YOUR ACCOUNT LAST MONTH:**

Period Ending:	Feb-26
Deposit:	\$ 3,500.00
Penalty:	\$ 3,856.43
Water:	\$ 50,509.08
Sewer:	\$ 65,178.41
Inspection:	\$ 850.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 9,635.90
NHCRWA:	\$ 41,640.96
Reconnect:	\$ -
NSF Fee:	\$ 175.00
<b>Total Collections:</b>	<b>\$ 175,345.78</b>

**CURRENT BILLING:**

Period Ending:	Mar-26
Deposit:	\$ -
Penalty:	\$ 3,316.35
Water:	\$ 43,183.83
Sewer:	\$ 64,298.02
Inspection:	\$ 800.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 3,310.00
NHCRWA:	\$ 41,663.32
<b>Total Billing:</b>	<b>\$ 156,571.52</b>

**CUSTOMER AGED RECEIVABLES:**

30 Day	18%	\$ 27,831.82
60 Day	9%	\$ 13,853.33
90 Day	2%	\$ 3,811.32
120 Day	19%	\$ 29,753.67
Overpayments		\$ (9,147.63)
<b>Total Receivables:</b>		<b>\$ 66,102.51</b>

**HGCSO PERIOD: 2/1/26 THRU 2/28/26**

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

**MONTHLY TOTAL**

Gallons Authorized:	450.000	MG
Current Month Produced:	19,845	MG
Cum. Gallons Produced:	242,082	MG
Auth. Gallons Remaining:	207,918	MG
Avg. Gallons Per Month:	26.898	MG
Permit Months Remaining:	3	

**WATER PLANT OPERATIONS:**

**Period: 2/1/2026 thru 2/28/2026**

**MONTHLY TOTAL**

Production:	19.079	MG
Amount Purchased:	0.000	MG
Total Amount:	19.079	MG
Consumption: (Billed)	17.725	MG
46 I/C	0.000	MG
Maint. / Leaks / Flushing	0.000	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	18.525	MG
Daily Average Production:	0.681	MG
Percent Accounted For:	97.10%	

**NEW METER INSTALLATIONS:**

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

**CONNECTION COUNT:**

Residential:	2988
Commercial:	101
Clubs/Schools:	1
Irrigation:	19
Vacant:	54
Builders:	24
Vacation:	0
No Bill:	6
	<hr/>
	3193
New Finals and Transfers	-17
	<hr/>
	<b>3176</b>

**ACCOUNTS SENT TO COLLECTIONS:**

Total of (0)

## HARRIS COUNTY MUD #109

### ACTIVITY REPORT

March 17, 2025

Item 1: Attached Reports are listed as follows:

- A.) Accounts turned over to collections (0).
- B.) Historical data on water production report.
- C.) NHCRWA Pumpage and Billing report for FEBRUARY 2026
- D.) Billing / Recap Summary Report

Item 2: Water Plant 1 & 2

- A.) GM Service completed well pump performance testing.  
See attached GM Service well pump report.  
Well pump is producing sand, may require additional operation time.  
Upon flushing noticed a vibration and noise from pump casing
- B.) Electric heaters have been installed inside the elevated storage tanks.

Item 3: Sewer Backup at 19706 Oakhall (Cross Street Upper Lake Dr.)

- A.) Resident requesting reimbursement for damages for sewer overflow inside bathroom.  
Resident has not submitted a formal request for reimbursement as of 3-13-2026.

Item 4: Water Plant #1

- A.) Schedule to meet with C&C Water Service to investigate pump vibration and bearing noise.  
(3-13-2026)

Item 5: Cut off Report / Status on Arrears Account

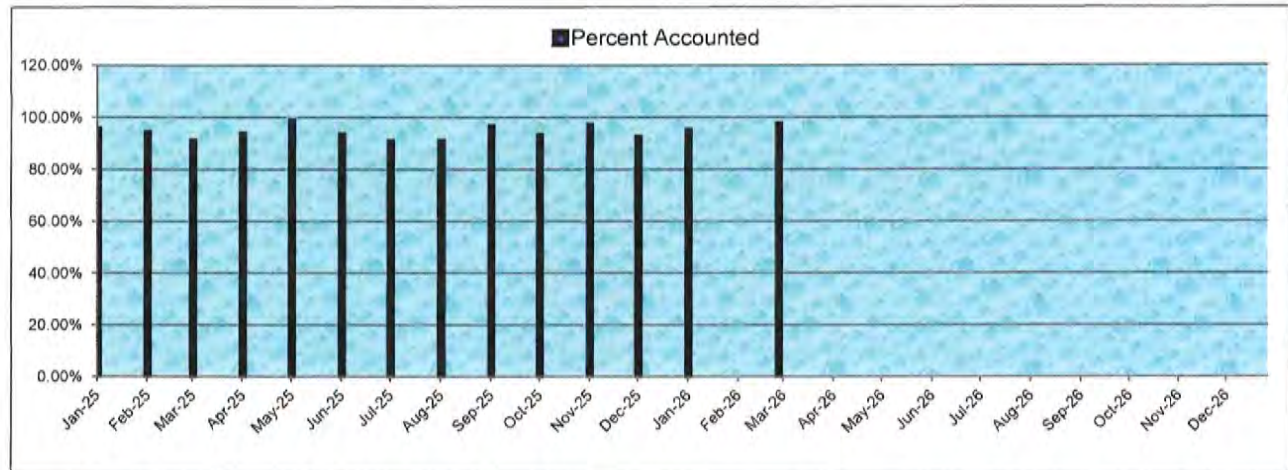
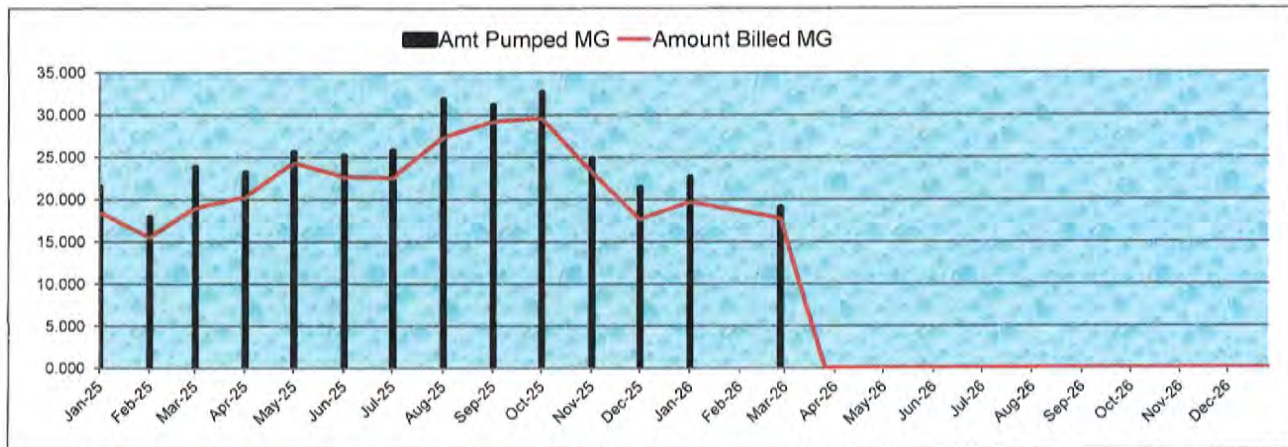
- A.) Due Date: 3/8/2026  
Door hangers: 3/16/2026  
Cut offs: 3/18/2026

# HARRIS COUNTY MUD #109

## WATER PRODUCTION REPORT

March 17, 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							
Apr-26							
May-26							
Jun-26							
Jul-26							
Aug-26							
Sep-26							
Oct-26							
Nov-26							
Dec-26							
<b>Total</b>	<b>346.346</b>	<b>306.695</b>	<b>7.100</b>	<b>0.000</b>	<b>11.200</b>	<b>324.995</b>	<b>1314.97%</b>
<b>Average</b>	<b>24.739</b>	<b>21.907</b>	<b>0.507</b>	<b>0.000</b>	<b>0.800</b>	<b>23.214</b>	<b>93.93%</b>



**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
February 01-28, 2026	\$2.60 groundwater \$3.05 surface water	April 18, 2026

*Gallons of Groundwater Pumped for Billing Period*

	Start Meter Reading	End Meter Reading	Total
Well #2083	362,633 x1000	382,447 x1000	19,814,000
Well #4448	0	0	0
Adjustment			0

*Gallons of Surface Water Pumped for Billing Period*

	Start Meter Reading	End Meter Reading	Total

*Water imported from outside NHCRWA*

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

*Miscellaneous water (not billed)*

Other entity	Water Type	Direction	Amount
	Groundwater	Out	

1	Enter total gallons of groundwater pumped and/or imported	19,814,000
2	Divide by 1000	19,814
3	Total groundwater fee due (multiply line 2 x \$2.60)	\$51,516.40
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	\$39,255.15

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: March 13, 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.





February 25, 2026

Harris County M.U.D. #109  
P. O. Box 680529  
Houston, Texas 77268-0529

Attn: Mr. Paul Villarreal

Reference: Water Well #1- Performance Testing

Dear Mr. Villarreal,

Collection and evaluation of field data pertaining to the operation of the well and well pumping equipment was recently completed at the above referenced facility. Included in this report please find the test results and pump curve generated by the testing. Historical performance data is presented in graphical format.

PERFORMANCE TEST REVIEW								
Hydraulic Performance of pump is 2402 GPM @ 325' field head	Excellent	<input checked="" type="checkbox"/>	Good	<input type="checkbox"/>	Marginal	<input type="checkbox"/>	Poor	<input type="checkbox"/>
Overall efficiency is 73 percent	Excellent	<input checked="" type="checkbox"/>	Good	<input type="checkbox"/>	Satisfactory	<input type="checkbox"/>	Poor	<input type="checkbox"/>
Pump Submergence 172 feet	Excellent	<input checked="" type="checkbox"/>	Good	<input type="checkbox"/>	Marginal	<input type="checkbox"/>	Poor	<input type="checkbox"/>
Physical Condition of unit	Excellent	<input type="checkbox"/>	Good	<input checked="" type="checkbox"/>	Marginal	<input type="checkbox"/>	Poor	<input type="checkbox"/>
Suspended Solids Testing	Excellent	<input type="checkbox"/>	Good	<input type="checkbox"/>	Marginal	<input checked="" type="checkbox"/>	Poor	<input type="checkbox"/>
Brass Observed in SST	None	<input checked="" type="checkbox"/>	Trace	<input type="checkbox"/>	Substantial	<input type="checkbox"/>	Excessive	<input type="checkbox"/>
Flowmeter Accuracy is 99.1 percent								

The test revealed that the pump appears to be operating in satisfactory condition.

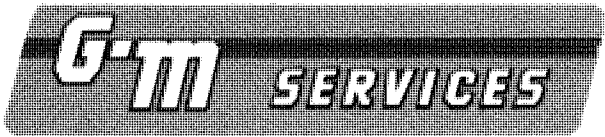
It should be noted that excessive sand material was detected during test. We do not see it to be affecting the performance of the pump at this time and will closely monitor this in future test.

A HCSD meter affidavit was completed during the test and is attached.

We appreciate this opportunity to be of service. If you have any questions or comments, please call.

Sincerely,

Gary McMurrey  
G-M Services



SPECIALIZED INSPECTION SERVICES FOR THE WATER INDUSTRY

# Performance Test Report

website: www.g-mservices.com

phone: 281-894-8971

Facility	Harris County MUD #109 - Well #1	Test Date	02/23/2026
U.S.G.S. #	LJ-60-63-801 26271 Forest Timbers Drive Houston 773	Subsidence Well ID#:	4448

### PUMP DATA

Manufacturer :	Goulds
Bowl Type :	14 RJHC
Stages :	5
Setting :	460
Column Size :	10 x 1 11/16 x 2 1/2
Design Point :	2100 GPM @ 380" TDH

### MOTOR DATA

Manufacturer :	U.S. Motors
Size (HP) :	250
Amps/Volts :	287/460
Serial # :	C521540-84-10134-4
Frame :	1505P
Speed (RPM) :	1775

### PERFORMANCE TEST DATA

Static Lvl (ft)	-204	
Discharge Pressure	16	46
Capacity (GPM)	2402	2047
Pumping Lvl (ft)	-288	-278
Drawdown (ft)	84	74
Specific Capacity	28.60	27.66
Field Head (ft)	324.96	384.26
Water Horsepower	197.1	198.83
Overall Efficiency	73%	75%
Horsepower Input	270.95	264.65
Kilowatt Input	202.2	197.5
Amp Draw	272-291-277	265-285-271
Voltage	489-485-482	489-485-482
Sand (PPM)	164	229
Time (min)	45	15

### Meter Data

Manufacturer:	Water Special	Size:	12
Serial #:	20241558-12		
Meter Read:	926.000		
Meter accuracy is	99.1 % at 2380 GPM		

### Additional Data

Start-up Sand (PPM)	106
Brass Detect:	No
Pump Submergence (ft)	172
ETM Read:	41083

### Remarks

Meter affidavit completed.  
Excessive sand production - well has been idle for almost 1 year.

TECHNICIAN E. Compean

Pump Data Sheet - Turbine 60 Hz

Company: Vertical Flow Industries  
 Name: HC MUD 109  
 Date: 08/07/2024

Customer: C&C Water Services



# Harris County MUD #109 Well #1

Pump:		Dimensions:		Fluid:	
Size:	14RJHC (stages: 5)	Suction:	---	Name:	Water
Type:	Lineshaft	Discharge:	---	SG:	1
Synch Speed:	1800 rpm	Vertical Turbine:		Density:	62.4 lb/ft <sup>3</sup>
Dia:	9.0625 in	Eye Area:		Viscosity:	1.1 cP
Curve:	E6416DDPC1	Bowl Size:	13.6 in	Temperature:	60 °F
		Max Lateral:	1.25 in		
		Thrust K Factor:	16.2 lb/ft		

Vapor Pressure:	0.256 psi a
Atm Pressure:	14.7 psi a
Margin Ratio:	1

**Search Criteria:**

Flow:	2100 US gpm	Near Miss:	---
Head:	380 ft	Static Head:	0 ft

**Pump Limits:**

Temperature:	---	Sphere Size:	1.08 in
Wkg Pressure:	---		

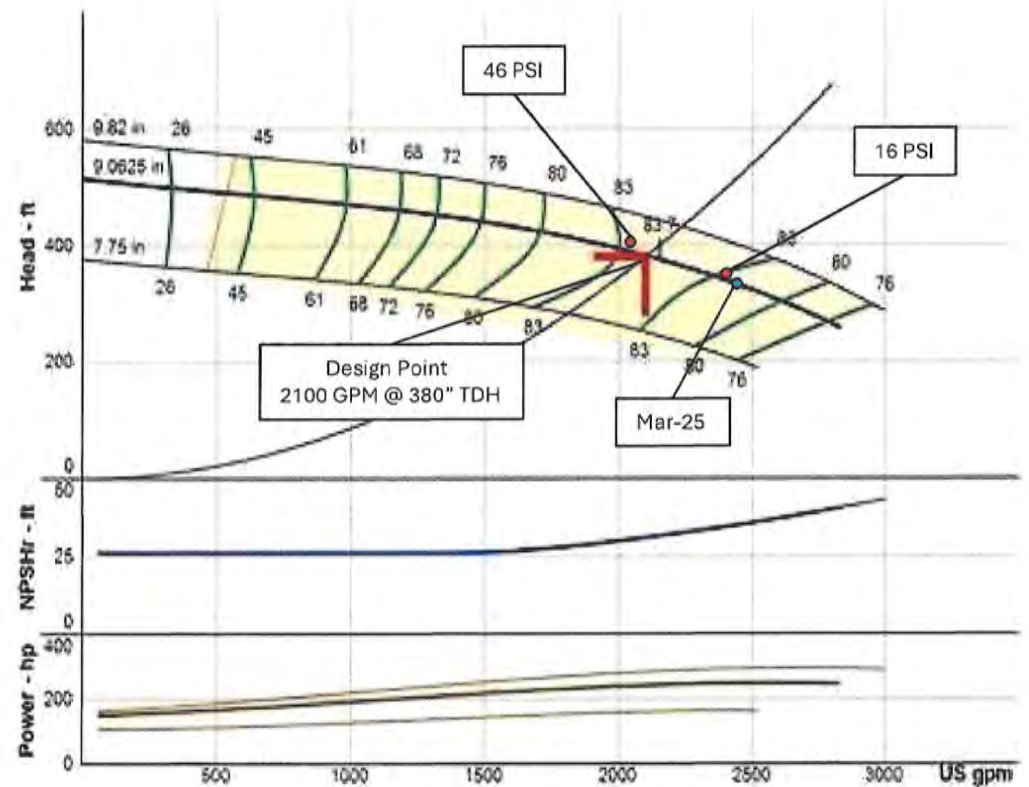
**Motor:**

Standard:	NEMA	Size:	250 hp
Enclosure:	WPI	Speed:	1800 rpm
Frame:	447		
Sizing Criteria:	Max Power on Design Curve		

Test Date: 02/23/2026

**Pump Selection Warnings:**  
None

--- Duty Point ---	
Flow:	2100 US gpm
Head:	381 ft
Eff:	83.6%
Power:	242 hp
NPSHr:	30.9 ft
Speed:	1770 rpm
--- Design Curve ---	
Shutoff Head:	515 ft
Shutoff dP:	223 psi
Min Flow:	538 US gpm
BEP:	83.7% @ 2153 US gpm
NOL Power:	249 hp @ 2608 US gpm
--- Max Curve ---	
Max Power:	295 hp @ 2640 US gpm



**Performance Evaluation:**

Flow	Speed	Head	Efficiency	Power	NPSHr
US gpm	rpm	ft	%	hp	ft
2520	1770	318	81.4	249	35.9
2100	1770	381	83.6	242	30.9
1680	1770	425	79.7	226	27.1
1280	1770	465	70.6	205	26
840	1770	477	55.2	183	26

# Harris County MUD #109

## Well #1





# Harris-Galveston Subsidence District

1660 West Bay Area Blvd. - Friendswood, TX 77546

[www.hqsubsidence.org](http://www.hqsubsidence.org)

281-486-1105



February 25, 2026

Ref Num: MCA2026-106943

Well Num: 4448

## Affidavit of Meter Calibration Test

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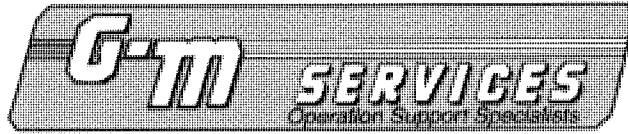
Permitee Name:	North Harris County Regional Water Authority
Well Number:	4448
Description of Site at Location:	Harris County MUD #109 Well #1
Meter Manufacturer:	Water Specialties
Serial No:	20241558-12
Type:	Propeller
Testing Firm:	G-M Services
Mailing Address:	PO Box 690309 Houston TX 77269
Phone Number:	713-397-7309
Test Supervisor:	E. Compean
Details of Test:	Transmit Time
Date of Test:	02/23/2026
Description of Test:	set up downstream of meter
Unit Serial Number:	A2J5600T

---

### Test Results:

---

Meter Reading at Start of Test:	926,000.00
Meter Reading at End of Test:	949,800.00
Metered Quantity (item 2-item 1):	23,800.00
Known Standard Quantity in Test:	24,020.00
Percent Accuracy (item 3 + item 4 * 100):	99.10
Flow Rate:	2,380.00
Pipe Diameter:	12.00
Recalibration:	No
Percent Accuracy After Recalibration:	
Remarks:	
Applicant/Agent Name:	Tiana Bernelle
Applicant/Agent Email:	admin@g-mservices.com



February 25, 2026

Harris County M.U.D. #109  
P. O. Box 680529  
Houston, Texas 77268-0529

Attn: Mr. Paul Villarreal

Reference: Water Well #2

Dear Mr. Villarreal,

In accordance with your request, an abbreviated test was performed on the District's No. 2 water well to determine the current operating condition. The test was performed on February 17<sup>th</sup> with the results outlined below:

<u>WELL #2</u>	
STATIC LEVEL	194 feet
OPERATING PRESSURE	12 PSI
PUMPING LEVEL	297 feet
FLOW RATE	2129 GPM
PUMP SETTING	400 feet
PUMP SUBMERGENCE	103 feet
SAND START UP	2 ppm
SAND (45 MIN)	1 ppm

The test indicated the well is operating in satisfactory condition.

Attached, please find the water level graph for well #2.

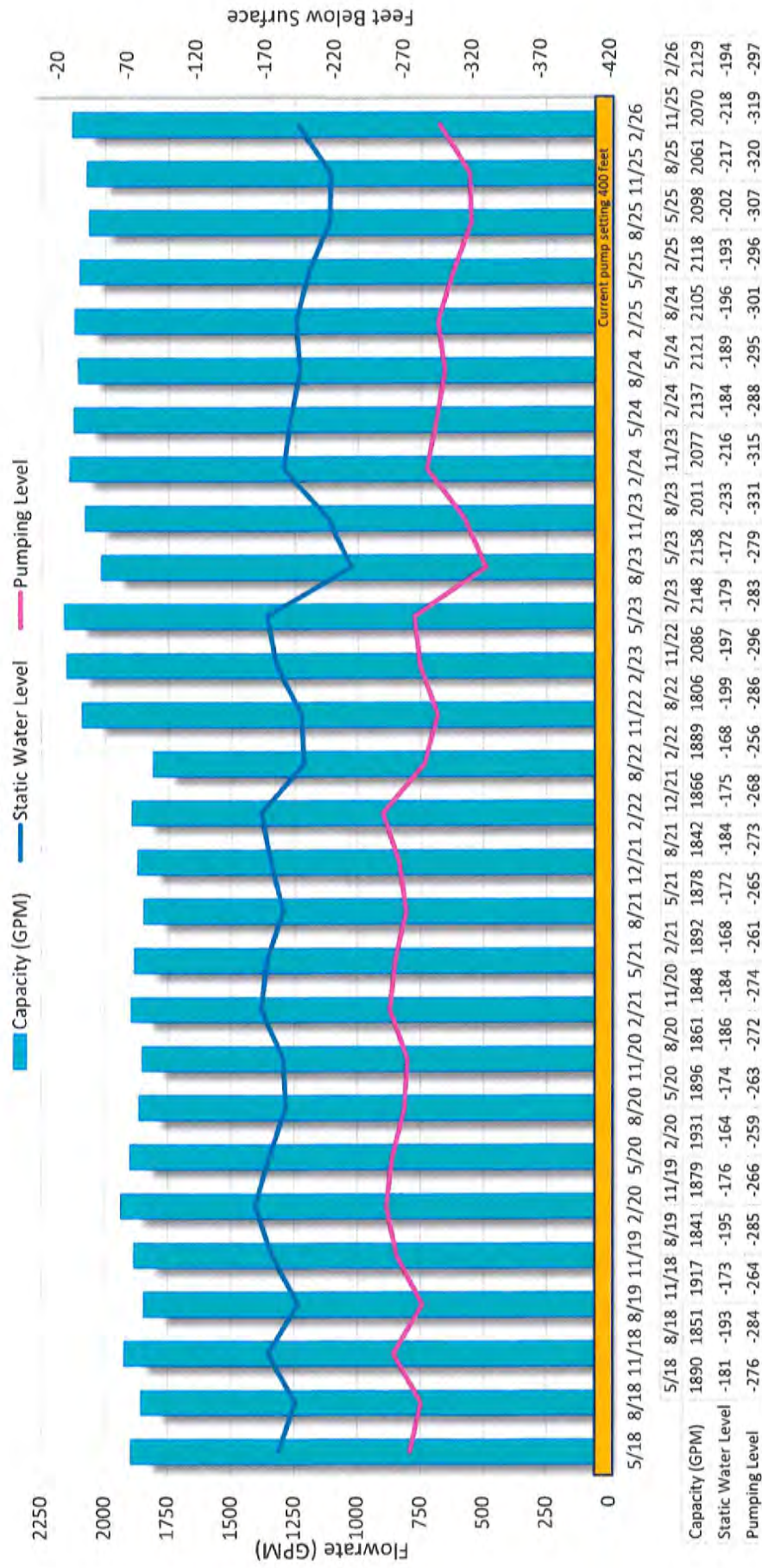
A HCSD meter affidavit was completed during the test and is attached.

We appreciate this opportunity to be of service. If you have any questions or comments, please call.

Sincerely,

Gary McMurrey  
G-M Services

# Harris County MUD #109 Well #2





# Harris-Galveston Subsidence District

1660 West Bay Area Blvd. - Friendswood, TX 77546

[www.hgsubsidence.org](http://www.hgsubsidence.org)

281-486-1105



February 25, 2026

Ref Num: MCA2026-106946

Well Num: 2083

## Affidavit of Meter Calibration Test

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Permittee Name:	North Harris County Regional Water Authority
Well Number:	2083
Description of Site at Location:	Harris County MUD #109 Well #2
Meter Manufacturer:	Water Specialties
Serial No:	20241338-16
Type:	Propeller
Testing Firm:	G-M Services
Mailing Address:	PO Box 690309 Houston TX 77269
Phone Number:	713-397-7309
Test Supervisor:	E. Compean
Details of Test:	Transmit Time
Date of Test:	02/17/2026
Description of Test:	set up downstream of meter
Unit Serial Number:	A2J5600T

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### Test Results:

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Meter Reading at Start of Test:	374,549,000.00
Meter Reading at End of Test:	374,570,530.00
Metered Quantity (item 2-item 1):	21,530.00
Known Standard Quantity in Test:	21,290.00
Percent Accuracy (item 3 + item 4 * 100):	101.10
Flow Rate:	2,153.00
Pipe Diameter:	16.00
Recalibration:	No
Percent Accuracy After Recalibration:	
Remarks:	
Applicant/Agent Name:	Tiana Bernelle
Applicant/Agent Email:	admin@g-mservices.com



Today's Integration, Inc.  
 18045 W. Little York Rd. Suite 19  
 Katy, TX 77449

[service@ti-tx.com](mailto:service@ti-tx.com)

281-931-3131 [www.ti-tx.com](http://www.ti-tx.com)

The following proposals are included in this agreement if initialized as accepted. "Annual Service" is not billed until year two, year one is covered under warranty this service may be subscribed to for up to three years after year one.

Accepted Initials	Proposal Number	Site Description	Type Installation	Purchase Price	Annual Monitoring	Annual Service
	260043	Water Plant 1	Security	\$9,324.65	\$780.00	\$932.47
	260044	Water Plant 1	Surveillance	\$22,560.95	\$900.00	\$2,256.10
Total for Accepted Proposals →						

Subscriber's/Buyer's Name: Harris County MUD 109, Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

1. TODAY'S INTEGRATION, INC. (hereinafter referred to as "TI" or "ALARM COMPANY") agrees to sell and install, at Subscriber's premises, and Subscriber agrees to buy, an electronic security system consisting of the equipment and services described herein. Passcode to CPU software remains the property of TI. Software programmed by TI is the intellectual property of TI and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties (see attached Schedule of Equipment and Services). Any information specific to the Subscriber is property of the Subscriber and TI shall use that information only in the performance of services for Subscriber.

2. **DESCRIPTION/SCHEDULE OF EQUIPMENT AND SERVICES** Please see the included proposals in the list above for a complete list of equipment and services to be provided. Proposals initiated as accepted are included in this agreement.

3. **THE COMMUNICATION SYSTEM REMAINS PERSONAL PROPERTY OF TI:** TI shall install and program the Communication System, consisting of communication software radio, cellular and/or internet connection devices connected to Subscriber's security system. The Communication System shall remain the sole personal property of TI and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TI. Communication software is part of the instrument panel programmed to transmit a signal. The passcode to CPU software remains the property of TI. Provided Subscriber performs this agreement for the full term thereof, upon termination TI shall either, at the Subscriber's option, provide the Subscriber with the passcode to the CPU software or change the passcode to the manufacturer's default code. The value of the installed Cellular Communication System is: \$500.00.

4. **STANDARD OF CARE.** The standard of care for all installations, monitoring, and other services selected by customer and provided by Today's Integration under the Contract will be the care and skill ordinarily provided by competent professional practicing under the same or similar circumstances.

5. **SERVICES AND CHARGES.** Only services without strike-through are included:

(a) **FOR CENTRAL STATION MONITORING CHARGES:** Subscriber agrees to pay TI:

(i) The sum of \$360.00, plus applicable tax, per year, per site as shown above payable in advance for the monitoring of the non-cellular Communication System for the term of this agreement commencing on the first day of the month of

activation or renewal next succeeding the date hereof, and continuing yearly thereafter, all payments being due on the first of the month for the renewal year.

(ii) The sum of \$420.00, plus applicable tax, per year, per site as shown above payable in advance for the monitoring of the Cellular Communication System if so equipped for the term of this agreement commencing on the first day of the year of activation or renewal next succeeding the date hereof, and continuing yearly thereafter, all payments being due on the first of the month for the renewal year.

**(b) FOR ALARM SIGNAL VERIFICATION**

The sum of \$900.00, plus applicable tax per year, for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TI or its designated central office shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TI or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

**(c) SERVICE (Strike out i or ii)**

(i) Subscriber agrees to pay TI on a per call basis. If this contract provides for service on a per call basis, Subscriber agrees to pay TI for all parts and labor at time of service. Initial here for per call service option\_\_\_\_\_.

(ii) Subscriber agrees to pay the sum of 10% of the total in section 1 including additions or modifications made thereafter, plus applicable tax per year, payable in advance for the term of this agreement, commencing the first day of the year next succeeding the date hereof, all payments being due on the first of the month of the renewal year. If this option is selected TI will make an annual inspection of the security system. Inspection service includes testing of all components to ensure proper working order. TI will coordinate with Subscriber 30 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Only one scheduled inspection is included. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. This service option is available starting year two as year one is covered under the one-year warranty. This option will start at the beginning of year two and shall be available for renewal for up to two additional years. Example: Year one is under warranty and years two, three and four may be covered under this option should the customer elect to pay for the service annually.

**6. TERM OF AGREEMENT: RENEWAL:** The term of this agreement shall be for a period of one year and shall automatically renew year to year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TI shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such an increase. TI will invoice Subscriber annually within 30 days of renewal. Notwithstanding the foregoing, the Subscriber may terminate the services herein at any time, without fault, upon thirty days written notice to TI, if Subscriber pays TI in full for all payment commitments for the remainder of the current term.

**7. CENTRAL OFFICE MONITORING SERVICES:** Upon receipt of a signal from Subscriber's alarm system, TI or its designee central office shall make every reasonable effort to notify Subscriber and or the appropriate law enforcement agency as requested. Subscribers acknowledge that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TI or TI's designee central office and TI does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of TI and are not maintained by TI except TI may own the radio network, and TI shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TI with a written list of names and telephone numbers of those people Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to TI in writing. Subscriber authorizes TI to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound, then upon receipt of an alarm signal central office shall monitor

video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. TI may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is non-operational or Subscriber's alarm system is sending false alarms due to human error at Subscriber's service location at a rate of 15 per month or greater. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TI unless otherwise required by law.

**8. SERVICE:** Service, if included, includes all parts and labor. TI shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connected with the security system as originally installed without TI's written consent.

**9. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the schedule of equipment to be installed and services provided by TI, the equipment will transmit data via Subscriber's high-speed Internet, cellular or radio communication service to Subscriber's Internet connection device which is compatible with TI's remote services. TI will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by TI or a third party. TI shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TI shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data.

**10. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and or wireless services at Subscriber's premises. TI does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system TI will authorize Subscriber access. TI is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TI shall have no liability for such third-party unauthorized access. TI is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes.

**11. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TI or its designee shall store and /or backup data received from Subscriber's system for a period of one year. TI shall have no liability for data corruption or inability to retrieve data unless TI breaches its standard of care during installation. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TI and TI has no responsibility for such access or IP address service. TI shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever unless TI breaches its standard of care during installation.

**(a) ACCESS CONTROL ADMINISTRATION:** If selected as a service to be provided TI will maintain the database for the operation of the Access Control System. The subscriber will advise TI of all changes in personnel and or changes in access levels of authorization and restrictions, providing Access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TI regarding personnel access must be in writing via email or fax to addresses designated by TI. TI shall have remote Internet access

to the Subscriber's designated access control computer to program and make database updates to the system. The subscriber is responsible for maintaining its computer and computer network and Internet access.

**12. VIDEO SYSTEM OPERATION AND LIMITATIONS:** If selected as a service to be provided and included in the Schedule of Equipment, Video equipment is attached to a digital recorder computer and Subscriber shall not use the computer for any other purpose. Subscriber shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TI shall store data received from Subscriber's system for one year. TI shall have no liability for data corruption or inability to retrieve data even if caused by TI's negligence unless TI breaches its standard of care during installation. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TI and TI has no responsibility for such access or IP address service. If the system has remote access TI is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TI shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever unless TI breaches its standard of care during installation.

**13. STREAMING VIDEO DATA / CCTV:** If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, TI or its designee central office, shall make every reasonable effort to notify Subscriber by email or alpha numeric page to a beeper or cell phone or hand held device so enabled, and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of TI or TI's designee central office and TI does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of TI and are not maintained by TI, except TI may own the radio network, and TI shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment unless TI breaches its standard of care during installation. Subscriber agrees to furnish TI with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to TI in writing. Subscriber authorizes TI to access the supervisory panel to input or delete data and programming. TI may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending false alarms due to human error at Subscriber's service location at a rate of 10 per month or greater. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TI to the extent allowed by law.

#### LIMITED WARRANTY ON SALE

14. In the event that any part of the security system becomes defective, or in the event that any repairs are required, TI agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one year from the date of installation. TI reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge, wire or communication pathway interruption of service. TI is not the manufacturer of the equipment and other than TI's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TI makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. TI does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. TI expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for

a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TI. TI shall not be liable for consequential damages as it relates to loss of revenue. Notwithstanding the foregoing, TI or Subscriber, as applicable, may recover reasonable legal fees as set forth in section 24. Subscriber acknowledges that any affirmation of fact or promise made by TI shall not be deemed to create an express warranty unless included in this contract in writing; that Subscriber is not relying on TI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TI will procure all permits required by local law and will provide a certificate of workman's compensation prior to starting work.

#### GENERAL PROVISIONS

15. **DELAY IN INSTALLATION:** TI shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TI's negligence in the performance of this contract unless TI breaches its standard of care during installation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.
16. **TESTING AND SERVICE OF SECURITY SYSTEM:** The security system as defined on page 1, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security system and to notify TI if it is in need of repair. TI shall not be required to service the Security System unless during Warranty Period or subscriber has contracted for service pursuant to paragraph 5, it has received notice from Subscriber, and upon such notice, TI shall service the security system to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. If Subscriber has selected Service pursuant to paragraph 4.e.ii any repair or other services provided by TI to Subscriber's security equipment shall be at TI's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repairs or other service shall be governed by the terms of this contract. Only the security systems installed by TI are covered by service. It shall be the Subscriber's sole responsibility to maintain the security systems.
17. **CARE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the security system (if installed by TI) shall be made by TI.
18. **ALTERATION OF PREMISES FOR INSTALLATION:** TI is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TI's sole and reasonable discretion or at the direction of the subscriber's representative (if that applies) for the installation and service of the security system, and TI shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system unless TI breaches its standard of care during installation, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.
19. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TI.
20. ~~**LIEN LAW:** TI or any subcontractor engaged by TI to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.~~
21. ~~**INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to indemnify and hold harmless TI, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TI's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are~~

~~no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TI or TI's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TI. TI shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.~~

22. **EXCULPATORY CLAUSE:** TI and Subscriber agree that TI is not an insurer, and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though TI does not guarantee that no loss will occur. TI is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury, data corruption or inability to retrieve data, or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TI's negligent performance, failure to perform any obligation or strict products liability unless TI breaches it's standard of care during installation.

23. **INSURANCE:** The Subscriber acknowledges that TI shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. Subscriber should obtain insurance to cover any loss the security services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against TI and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire or other perils intended to be detected by the security services unless TI breaches it's standard of care during installation or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

24. **LIMITATION OF LIABILITY:** Subscriber understands that security systems are available from other companies and agrees that TI and Subscriber do not have a disparity of bargaining power. The TI would not offer the Detection System at the price provided herein without the limitation of liability of this paragraph. All charges and fees herein are based upon the cost of the Detection System and the services set forth herein, taking into account this limitation of liability, and are unrelated to the values of Subscriber's property or the property of others which may be located upon Subscriber's premises. Subscriber agrees that if any loss or damage should result from the failure of the Detection System, or any component therein, or from improper installation, maintenance or repair of the Detection System, whether within the warranty period or otherwise, or failure of a monitoring service, or in the event of the SOLE, JOINT, OR CONCURRENT negligence of TI, TI's maximum liability, if any, for such damages for associated with the purchased equipment shall be the maximum liability associated with the monitoring services shall be the covered limits contained in TI's insurance policy. The TI agrees to furnish the District with a copy of their applicable insurance policies. Notwithstanding the foregoing, TI's shall only be liable for its willful, intentional, or negligent actions related to the data recorded on Subscriber's equipment, and not any events or incidents beyond the TI's control. Under no circumstances shall TI be liable to Subscriber or any other person for incidental or consequential damages of any nature in excess of TI's maximum liability described above, including without limitation, damages to property, loss of property or revenue, or cost of replacement goods, however, occasioned and whether alleged to result from TI's breach of warranty, SOLE, JOINT, OR CONCURRENT negligence, through strict liability, in tort, under statute or otherwise. (Note: some states do not allow exclusion or limitations of incidental or consequential damages, so that the above limit may not apply).

25. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by TI, the monthly or other periodic payments to be made by the Subscriber for the term of this agreement form an integral part of TI's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TI's actual damages. Therefore, in the event Subscriber defaults on the payment of any charges to be paid to TI, the balance of all payments for the entire term herein shall immediately become due and payable. TI shall be permitted to terminate all its services under this agreement. In the event of Subscriber's breach of this agreement, TI may at its option remove its software from Subscriber's equipment and Subscriber shall be required to pay the balance of any contract term. If TI prevails in any litigation between the parties, Subscriber shall pay TI's reasonable legal fees. If the Subscriber prevails in any litigation between the parties TI shall pay the Subscriber's reasonable legal fees. The parties agree that they may bring claims against the other only in their individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. The subscriber submits to the jurisdiction and laws of Texas and agrees

that any litigation between the parties must be commenced and maintained in the county where the equipment is installed. Any action by Subscriber against TI must be commenced within statute of limitations of the accrual of the cause of action or shall be barred. All actions or proceedings against TI must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TI in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

**26. TI'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that TI is authorized and permitted to subcontract any services to be provided by TI to third parties who may be independent of TI, and that TI shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft or burglary unless caused by TI's breach of standard care during installation. TI shall not obligate Subscriber to make any payments to such third parties.

**27. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TI assigned by TI to perform any service for or on behalf of Subscriber for a period of two years after TI has completed providing service to Subscriber

**28. FALSE ALARMS / PERMIT FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and reimburse TI for any fines relating to permits or false alarms. TI shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should TI be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TI for such service or material.

~~**29. SECURITY INTEREST/COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants TI a security interest in the security equipment installed by TI and TI is authorized to file a financing statement.~~

**30. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except TI's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

~~**31. TEXAS PROPERTY CODE NOTICE REQUIREMENT.** This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.~~

**32. OTHER MARKETING MATERIALS.** TI is not responsible for the validity of marketing materials not published by TI. Marketing materials published by manufacturers of products and provided herein is done solely as a courtesy for information supplied from the manufacturer.

**33. Anti-Terrorism Verification.** By signing and entering into the Agreement, TI verifies neither TI, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of TI: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a

company listed by the Texas Comptroller pursuant to Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.


**34. Anti-Boycott of Israel and Energy Companies Verification.** By signing and entering into the Agreement, TI verifies, pursuant to Chapter 2271 and Chapter 2276 of the Texas Government Code, it nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code. "Boycott energy companies" has the meaning assigned to such term pursuant to Section 809.001 of the Texas Government Code.

**35. Anti-Discrimination of Firearm Entity or Firearm Trade Association Verification.** By signing and entering into the Agreement, TI verifies, pursuant to Chapter 2274 of the Texas Government Code, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code.

**36. Lone Star Infrastructure Protection Act Verification.** By signing and entering into the Agreement, TI verifies, pursuant to Chapter 2275 of the Texas Government Code, that neither TI, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of TI, nor any of its sub-contractors (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TODAY'S INTEGRATION, INC.:

By:  \_\_\_\_\_

Howard Manson, CEO

Today's Integration, Inc.

SUBSCRIBER: Harris County MUD 109

Name of Subscriber to be Printed Above

Date: February 17, 2026

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

The undersigned personally guarantees the Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

---

Subscriber: Signature by Authorized Officer

Title of Person Signing

---

Tax ID, SS# or EIN

**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 submitted the attached and following Form 1295 to the District on February 17, 2026, which is the time the business entity submitted the signed Agreement to the District.



---

Representative of business entity

Today's integration, Inc. is regulated by: The Texas Department of Public Safety Private Security Bureau.

Complaints may be directed to: P.O. Box 4087, Austin, TX 78773-0001, (512) 424-7293 License No.: C13195

The following page is a request to terminate this agreement and should not be executed unless you wish to terminate this agreement within three business days of execution.

## NOTICE OF CANCELLATION

DATE OF TRANSACTION: \_\_\_\_/\_\_\_\_/\_\_\_\_

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL, EMAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, TO

TODAY'S INTEGRATION, INC., 12222 N. HOUSTON ROSSLYN RD, HOUSTON, TX 77086

NO LATER THAN THREE DAYS FROM DATE ABOVE

DATE: \_\_\_\_\_, 20\_\_\_\_. I HEREBY CANCEL THIS TRANSACTION.

Harris County MUD 109: \_\_\_\_\_



Today's Integration, Inc.  
 18045 West Little York Rd.  
 Suite #19  
 Katy, TX 77449

# Proposal

P.O. No.	Date	Estimate #
	2/17/2026	260043

Name / Address
Harris County MUD 109 c/o Water Wastewater Management Houston, TX 77066

Ship To
Harris County MUD 109 Water Plant 1 5722 Forest Timbers Drive Humble, TX 77346

Terms	Due Date	Rep	Operator	Project	Comments
Completed Job	2/17/2026	TCS	WWWM	Water Plant 1	
Item	Description	Qty	Total		
	Industrial Security Alarm System Install a industrial security alarm system at clients's locations to include the below listed items  Alarm system 24/7 live monitoring is billed separately and annually at \$30.00/month \$360.00/year. Cellular backup system monitoring is billed separately and annually at \$35.00/month or \$420.00/year. The cellular backup monitoring service allows remote access to alarm system for arming, disarming, activity monitoring and other features.				
DSC Base Alarm Kit	PowerSeries Pro HS3132BASECP01 with HSC3010C Cabinet, HS2LCDPRO Keypad, ACCK3 Accessory Kit and HS65WPSNA Power Adaptor)	1	921.18		
DSC Transceiver	Security Transceiver, 2-way, 12 Volt DC, 60 mA, 915 mH, 14 to 131 F, 6-11/32" x 6-11/32" x 1-31/32"	1	266.20		
ISPBOX NID Box lig...	LightSaber NID Box.	1	45.10		
DSC-Cellular LTE V...	Verizon LTE / Internet communicator (US), w/ Image Sensor functionality for PowerSeries Pro. ALARM.COM	1	381.70		
Outdoor Keypad Encl...	Enclosure, STI Series, w/ Enclosed Deep Backbox & Thumb Lock, Includes Mounting Hardware & Gasket, Polycarbonate Construction, UV-Stabilized, Indoor/Outdoor, Vandal-Proof, For Larger Size Devices, 8.5 x 5.4 x 4.2 Inches	1	288.20		
			<b>Sales Tax (0.0%)</b>		
			<b>Total</b>		
Please see the Security System Sales Agreement for the signature section which accepts this proposal.					

Phone #
281-931-3131

E-mail	Web Site
accounting@ti-tx.com	www.ti-tx.com



Today's Integration, Inc.  
 18045 West Little York Rd.  
 Suite #19  
 Katy, TX 77449

# Proposal

P.O. No.	Date	Estimate #
	2/17/2026	260043

<b>Name / Address</b>
Harris County MUD 109 c/o Water Wastewater Management Houston, TX 77066

<b>Ship To</b>
Harris County MUD 109 Water Plant 1 5722 Forest Timbers Drive Humble, TX 77346

Terms	Due Date	Rep	Operator	Project	Comments
Completed Job	2/17/2026	TCS	WWWM	Water Plant 1	

Item	Description	Qty	Total
Siren Outdoor With St...	The SSX-52S is a durable indoor/outdoor self-contained siren with strobe. The full featured siren consists of a single tone that delivers a warble sound output, 120dB output siren driver, and a dual action reed plunger for cover and rear protection. The SSX-52 is provided with a strong polycarbonate housing and a sturdy aluminum back plate to prevent warping and cracking.	1	242.96
Battery 12VDC 7AH	12V 7Ah Alarm Back Up Battery	1	65.28
DSC-Wireless Door/...	Wireless indoor door and window transmitter.	2	112.18
DSC-Wireless Outdoo...	Outdoor long range wireless transmitter with auxiliary input terminals. Door/window magnet.	10	1,188.00
OPT Motion 80' PIR ...	Optex HX-80N RAM wireless 80' long & narrow high mount outdoor PIR.	2	855.80
DSC-KIT-MagnaPull	Magnapull Heavy Duty Magnetic Pull-Apart Cord, Closed Loop, Grey, Protect Boats, Trailers and Heavy Equipment. Durable, Heavy Gauge Construction. 3' Stainless Steel Armored Cable.	4	286.00
MagnaPull Pull-Apart ...		4	
DSC-Wireless Door/...	Wireless indoor door and window transmitter.	4	206.80
Enclosure Outdoor 4x...	Cantex outdoor 4"x4"x2" waterproof mounting enclosure	4	79.20
	Outdoor Magnapull kit is for gates, GST tank ladders and other contact points that do not allow for tamper switches, plungers or standard contacts.		572.00
DSC-Kit-Generator	Industrial Surface Mount Contact w/Wire Leads, Closed Loop, Wide Gap, White, 3" Gap Size	1	74.95
Wide Gap 3" Magneti...		5	
DSC-Wireless Door/...	Wireless indoor door and window transmitter.	1	56.09
22-4 Security Cable	22-4 Security Cable Per Foot	75	93.79

**Sales Tax (0.0%)**

**Total**

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Today's Integration, Inc.  
 18045 West Little York Rd.  
 Suite #19  
 Katy, TX 77449

# Proposal

P.O. No.	Date	Estimate #
	2/17/2026	260043

<b>Name / Address</b>
Harris County MUD 109 c/o Water Wastewater Management Houston, TX 77066

<b>Ship To</b>
Harris County MUD 109 Water Plant 1 5722 Forest Timbers Drive Humble, TX 77346

Terms	Due Date	Rep	Operator	Project	Comments
Completed Job	2/17/2026	TCS	WWWM	Water Plant 1	
Item	Description			Qty	Total
Enclosure Outdoor 4x...	Cantex outdoor 4"x4"x2" waterproof mounting enclosure			1	26.15
	Five door generator kit includes up to 5-wide gap contacts, outdoor wireless transmitter and cable.				250.98
DSC-KIT-Roll-Up-Do...	The Overhead Door kit includes a wireless transmitter, a wide gap contact and wire. This is used for Roll-up Doors and other assets that can be taken from locations where traditional contacts cannot be used.			1	209.84
Alarm System Installat...	Security system installation rate per technician.			37	2,960.00
Install Materials	Installation materials are items used to complete installation such as conduit, hardware and other non-inventoried items.			1	965.23
				<b>Sales Tax (0.0%)</b>	\$0.00
				<b>Total</b>	\$9,324.65

State Licensed Security, Surveillance, Investigation and Access Control Company by the Texas Department of Public Safety, Private Security Bureau ~ License #C13195

Please see the Security System Sales Agreement for the signature section which accepts this proposal.

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accounting@ti-tx.com	www.ti-tx.com



Today's Integration, Inc.  
 18045 West Little York Rd.  
 Suite #19  
 Katy, TX 77449

# Proposal

P.O. No.	Date	Estimate #
	2/17/2026	260044

<b>Name / Address</b>
Harris County MUD 109 c/o Water Wastewater Management Houston, TX 77066

<b>Ship To</b>
Harris County MUD 109 Water Plant 1 5722 Forest Timbers Drive Humble, TX 77346

Terms	Due Date	Rep	Operator	Project	Comments
Completed Job	2/17/2026	TCS	WWWM	Water Plant 1	
Item	Description			Qty	Total
HANNVR-X 16CH 8...	Network Megapixel Recording System 16-Channel Network Recorder. 8-IP Megapixel, Outdoor Infrared Cameras.  This proposal includes cellular Internet service. The rate for the ongoing service is \$75.00 per month billed annually. 8K NVR (Intel based), 8TB RAW, 16 channels, H265, H264, MJPEG, 8 fixed internal SATA HDDs (10TB max per HDD), ARB (Automatic Recovery Backup), 140 Mbps recording / up to 32 Mbps playback, Dual stream recording, WiseStream technology, HDMI/VGA dual display, max. resolution of 32MP recording/display and fisheye dewarping on web and CMS, web UI 2.0 (no plugins required), AI search (Wisenet AI cameras only), QR Code			1	2,981.00
HANCAM-X 5MP IR...	Wisenet X powered by Wisenet 5 network IR outdoor bullet camera, 5MP @30fps, motorized vari-focal lens 2.4x (3.7-9.4mm) (100.2°~38.7°), triple codec H.265/H.264/MJPEG with WiseStream II technology, 120dB WDR, USB port for easy installation, advanced video analytics and sound classification, high powered IR LEDs range of 164', true D/N, dual SD card, hallway view, HLC, defog detection, DIS, backbox included, 12VDC/24VAC/PoE, IP67, IK10, Nema 4X, -40°C ~ +55°C (-40°F ~ +131°F)			7	7,576.80
				<b>Sales Tax (0.0%)</b>	
				<b>Total</b>	
Please see the Security System Sales Agreement for the signature section which accepts this proposal.					

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Today's Integration, Inc.  
 18045 West Little York Rd.  
 Suite #19  
 Katy, TX 77449

# Proposal

P.O. No.	Date	Estimate #
	2/17/2026	260044

<b>Name / Address</b>
Harris County MUD 109 c/o Water Wastewater Management Houston, TX 77066

<b>Ship To</b>
Harris County MUD 109 Water Plant 1 5722 Forest Timbers Drive Humble, TX 77346

Terms	Due Date	Rep	Operator	Project	Comments
Completed Job	2/17/2026	TCS	WWWM	Water Plant 1	
Item	Description	Qty	Total		
HANCAM-X LP 2MP...	Outdoor Network AI IR 12x Zoom Bullet Camera, 2MP @ 120 FPS, 5.2~62.4mm(12x) (54.58°~5.30°) zoom lens, IR viewable length 90m (295.28ft), Day & Night (ICR), extremeWDR (150dB), DIS with built-in Gyro sensor, Handover, Analytics events based on AI engine: Object detection(Person/Face/Vehicle/License plate), IVA (Virtual line/Area, Enter/Exit, Loitering, direction, intrusion), Analytics events : Defocus detection, Motion detection, Tampering, Fog detection, Audio detection, Sound classification, Shock detection, Appear/Disappear, FIPS 140-2 certified, P66, IP67, NEMA4X, IK10, Power: PoE/12VDC, Metal shielded RJ-45	1	1,238.60		
ISP Enclosure 6U 24x...	LightSaber Optics 6RU 24" Wide x 26" Deep Vertical Outdoor Pole Mount Enclosure, NEMA 4X Rated Grey	1	1,024.10		
ISP Enclosure 20x16x...	20"x16"x8" industrial NEMA enclosure with cooling fans, IP55 Rated, Grey.	1	415.51		
ISP Enclosure 1U Shelf	1U Cantilever Fixed Shelf, 14 inch Deep, suited for the wall mount/pole mount outdoor cabinet.	1	39.60		
UPS 650VA 390 Watt	600va 360watt UPS/Surge suppressor with 3 battery and surge outlets and 4 surge only outlets. Surge. Protection: Over-Current, Short-Circuit Protected and Latching Shutdown.	2	618.20		
256GB MICRO SD	Smart Video Surveillance microSDXC Card, Ultra Endurance Up to 128 TBW	4	431.20		
Cat 6 DB Cable	CAT6E DIRECT BURIAL- 550 MHZ 23 AWG UTP GEL FILLED BLACK PRICED PER FOOT	110	121.00		
CAT5e DB Cable	CAT5e Direct Burial Cable Per Foot	520	572.00		
			<b>Sales Tax (0.0%)</b>		
			<b>Total</b>		
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# Proposal

P.O. No.	Date	Estimate #
	2/17/2026	260044

Name / Address
Harris County MUD 109 c/o Water Wastewater Management Houston, TX 77066

Ship To
Harris County MUD 109 Water Plant 1 5722 Forest Timbers Drive Humble, TX 77346

Terms	Due Date	Rep	Operator	Project	Comments
Completed Job	2/17/2026	TCS	WWWM	Water Plant 1	

Item	Description	Qty	Total
Cellular MAX BR1 M...	Industrial Cellular Modem: MAX BR1 Mini with Cat 7 LTE Advanced Modem + Primecare (HW3). WiFi Standard: 802.11 B, G, & N.	1	677.60
Cellular External Ante...	Panorama Panel Mount/Enclosure Antenna	1	179.30
Camera System Install...	Camera system installation time per hour, per technician.	35	3,325.00
Install Materials	Installation materials are items used to complete installation such as conduit, hardware and other non-inventoried items.	1	1,742.18
10 Port Switch 8 Port ...	10 Port Switch with 8 ports POE	2	653.40
C6X Kit IP67		2	965.46

**Sales Tax (0.0%)** \$0.00

**Total** \$22,560.95

State Licensed Security, Surveillance, Investigation and Access Control Company by the Texas Department of Public Safety, Private Security Bureau ~ License #C13195

Please see the Security System Sales Agreement for the signature section which accepts this proposal.

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accounting@ti-tx.com	www.ti-tx.com



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

**Bookkeeper's Report | March 17, 2026**

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

Exhibit F



**WEBSITE**

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



**ADDRESS**

1281 Brittmoore Road  
Houston, Texas 77043



**CONTACT**

Phone: 713.623.4539  
Fax: 713.629.6859

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## Spotlight On Wholesale Water Providers

In the State of Texas, Groundwater Reduction Plans, Conservation Districts and River & Water Authorities, have been created to assist in converting the area within their boundaries from using groundwater to predominantly surface water in order to combat subsidence and to protect aquifers and natural water resources. These providers acquire, develop and deliver a long-term supply of potable surface water to their users. Their primary assignment is to develop and implement a strategy that requires a reduction in groundwater usage & promotes conservation. In general, these providers are not taxing entities, as such, funding for the future water supply, and the infrastructure through which to deliver it, is being accomplished through the sale of revenue bonds, and paid for by revenues generated by groundwater pumpage fees and surface water sales. Over the last 10 years, these fees have become one of the largest expenses of Special Purpose Districts.

### Provider water costs per 1,000 gallons

North Harris County Regional Water Authority	Central Harris County Regional Water Authority	City of Houston GRP- Areas 1-3- Average	West Harris County Regional Water Authority
<b>Pumped Water</b> \$2.60	<b>Pumped Water</b> \$4.08	<b>Pumped Water</b> \$3.17	<b>Pumped Water</b> \$3.95
<b>Surface Water</b> \$3.05	<b>Surface Water</b> \$4.42	<b>Surface Water</b> \$4.57	<b>Surface Water</b> \$4.35

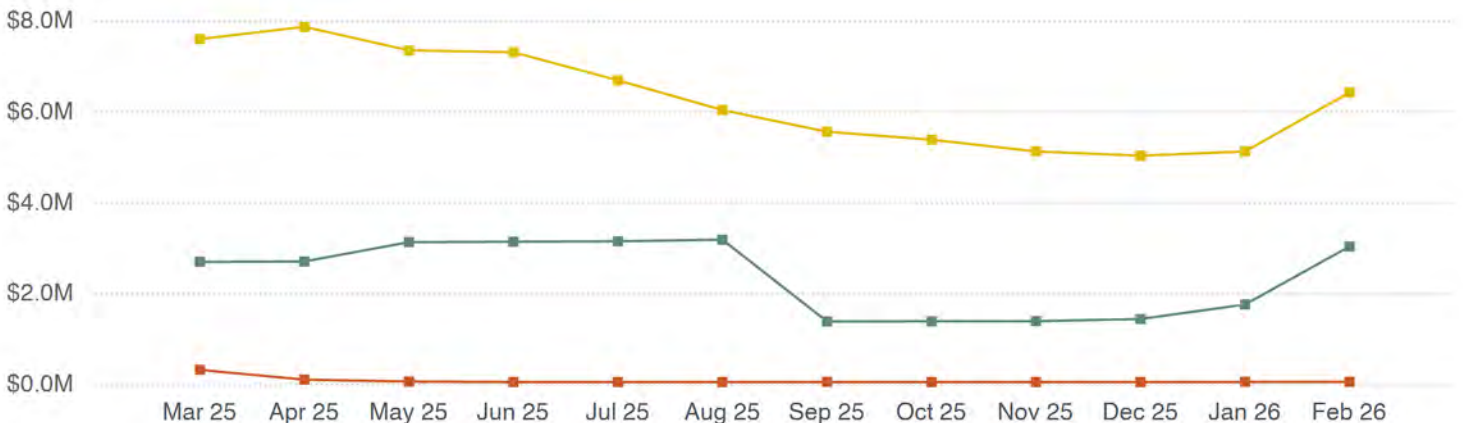
\*Water costs are the latest available rates from the individual Providers.

### Account Balance | As of 03/17/2026

■ General Operating	■ Capital Projects	■ Debt Service
\$6,158,665	\$55,139	\$3,040,025

**Total For All Accounts: \$9,253,830**

### Account Balance By Month | March 2025 - February 2026



# Monthly Financial Summary - General Operating Fund

Harris County MUD No. 109 - GOF



## Account Balance Summary

Balance as of 02/18/2026 **\$4,737,657**

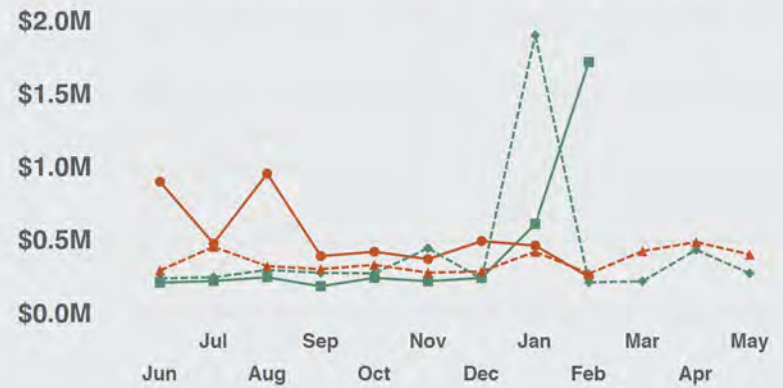
Receipts 2,096,728

Disbursements (675,719)

Balance as of 03/17/2026 **\$6,158,665**

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

— Current Year Revenues      - - - Prior Year Revenues  
— Current Year Expenditures      - - - Prior Year Expenditures



## February 2026

### Revenues

Actual	Budget	Over/(Under)
\$1,726,951	\$1,655,780	\$71,171

### Expenditures

Actual	Budget	Over/(Under)
\$256,231	\$295,216	(\$38,985)

## June 2025 - February 2026 (Year to Date)

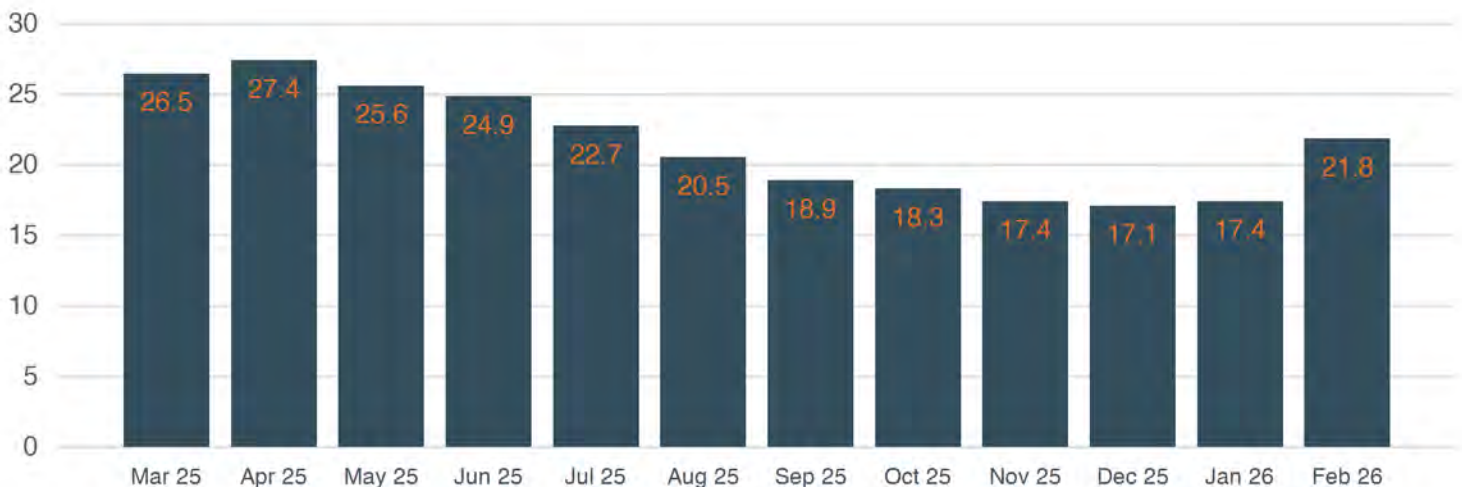
### Revenues

Actual	Budget	Over/(Under)
\$3,964,730	\$3,804,614	\$160,115

### Expenditures

Actual	Budget	Over/(Under)
\$4,791,519	\$4,228,830	\$562,688

## Operating Fund Reserve Coverage Ratio (In Months)



# Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
<b>Balance as of 02/18/2026</b>				<b>\$53,018.44</b>
<b>Receipts</b>				
	HC 151 Water Supply		2,354.40	
	HC 151 Sanitary Sewer Rehab		15,828.30	
	Sweep from Lockbox Account		169,128.75	
	Interest Earned on Checking		33.63	
	Unclaimed Property - 03/01/24 - 02/28/25		4,608.06	
	City of Houston - Sales Tax Rebate		8,312.67	
	HC 152 Sanitary Sewer Rehab		17,029.77	
	Wire Transfer from Money Market		150,000.00	
<b>Total Receipts</b>				<b>\$367,295.58</b>
<b>Disbursements</b>				
17883	Texas Commission on Environmental Quality	2025 Revenue & Regulatory Assessment	(6,538.42)	
17928	Brightspeed	Telephone Expense	(1,050.89)	
17930	NHCRWA	Water Authority Fees	(48,651.55)	
17931	Cheryl C. Moore	Fees of Office - 03/17/2026	(204.09)	
17932	Chris Green	Fees of Office - 03/17/2026	(204.10)	
17933	Dennis Bone	Fees of Office - 03/17/2026	(204.09)	
17934	Owen H. Parker	Fees of Office - 03/17/2026	(204.09)	
17935	Robin Sulpizio	Fees of Office - 03/17/2026	(204.09)	
17936	Cheryl C. Moore	Expense	(29.95)	
17937	Chris Green	Fees of Office - 03/02/26 & Expense	(268.39)	
17938	Owen H. Parker	Fees of Office - 02/26,03/02/26 &	(448.18)	
17939	Robin Sulpizio	Expense	(65.00)	
17940	Arthur Tappan	Customer Refund	(91.74)	
17941	Brian Joseph Ortiz	Customer Refund	(78.57)	
17942	BSFR Property Management, LLC	Customer Refund	(184.50)	
17943	Casey Davis	Customer Refund	(194.37)	
17944	Cerberus SFR Holdings, LP.	Customer Refund	(181.85)	
17945	Christopher Zipperer	Customer Refund	(21.95)	
17946	Devon Becerra	Customer Refund	(64.53)	
17947	Elda Management Services, Inc	Customer Refund	(132.20)	
17948	Erick & Elizabeth Villegas	Customer Refund	(86.68)	
17949	Gabriela Ayala	Customer Refund	(191.50)	
17950	Gretchen Smith	Customer Refund	(119.00)	
17951	Jacob WZ Stone, LLC.	Customer Refund	(180.96)	
17952	Javier Cano	Customer Refund	(48.96)	
17953	Jeaux Escalante	Customer Refund	(60.03)	
17954	Jimmie & Alicia Dubose	Customer Refund	(93.80)	
17955	Jonathan M Ramirez	Customer Refund	(154.73)	
17956	Judith Saucedo	Customer Refund	(22.68)	
17957	Kevin Griggs	Customer Refund	(91.55)	

# Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
<b>Disbursements</b>				
17958	Marks Realty, LLC	Customer Refund	(0.69)	
17959	Montana Myers	Customer Refund	(93.80)	
17960	Natalie Marshall	Customer Refund	(4.01)	
17961	Noel & Eva Arguello	Customer Refund	(10.24)	
17962	Ryan Pena	Customer Refund	(197.00)	
17963	Sondra Daniels	Customer Refund	(167.35)	
17964	Steven Cheap	Customer Refund	(59.45)	
17965	Very Fast Home Buyers, LLC	Customer Refund	(2.74)	
17966	William John Bravo	Customer Refund	(36.97)	
17967	AOS Treatment Solutions, LLC	Chemicals Expense	(2,875.00)	
17968	Arbitrage Compliance Specialists Inc.	Arbitrage Expense	(4,045.00)	
17969	Association of Water Board Directors	AWBD Expense	(950.00)	
17970	Atascocita Joint Operations Board	Schedule B & C Costs	(76,908.06)	
17971	BGE, Inc.	Engineering Fees	(30,648.53)	
17972	Bob Leared Interests	Auditing of Sales Tax Revenue	(951.10)	
17973	CDC Unlimited, LLC	Mowing Expense	(5,925.00)	
17974	Chlorinator Maint. Co., Inc.	Repairs & Maintenance	(3,185.90)	
17975	G-M Inspection Services, Inc.	Well Performance Test	(1,175.00)	
17976	Generator Service	Maintenance & Repairs	(3,284.25)	
17977	GFL Environmental	Garbage Expense	(333.14)	
17978	Harris County Treasurer	Patrol Services	(58,074.00)	
17979	Hudson Energy	Utilities Expense	(10,751.02)	
17980	LSEC, LLC	Maintenance & Operations	(1,189.76)	
17981	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(5,743.57)	
17982	Norton Rose Fulbright US LLP	Legal Fees	(5,550.66)	
17983	Oaks of Atascocita Community Improvement	Security Contribution - HOA	(3,619.58)	
17984	PVS DX, Inc	Chemicals Expense	(1,053.51)	
17985	Schier Construction Company, Inc.	Pay Est. No 11 - Water Plant No. 1 GST	(8,010.00)	
17986	STP Services	Maintenance & Repairs	(1,500.00)	
17987	Today's Integration, Inc.	Security Monitoring	(440.03)	
17988	Water Utility Services, Inc.	Laboratory Fees	(357.00)	
17989	WWWMS	Maintenance and Operations	(68,695.04)	
17990	Brightspeed	Telephone Expense	0.00	
17991	Centerpoint Energy	Utilities Expense	0.00	
17992	NHCRWA	Water Authority Fees	0.00	
Svc Chrg	Central Bank	Service Charge	(30.00)	
<b>Total Disbursements</b>			<b>(\$355,939.84)</b>	
<b>Balance as of 03/17/2026</b>				<b>\$64,374.18</b>

# Cash Flow Report - Operator Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
<b>Balance as of 02/18/2026</b>				<b>\$132,486.37</b>
<b>Receipts</b>				
	Accounts Receivable		82,813.59	
	Accounts Receivable		92,532.19	
<b>Total Receipts</b>				<b>\$175,345.78</b>
<b>Disbursements</b>				
Ret Ck	Central Bank	Customer Returned Checks (7)	(620.58)	
Svc Chrg	Central Bank	Service Charge	(30.00)	
Sweep	Harris County MUD 109	Transfer to Checking Account	(169,128.75)	
<b>Total Disbursements</b>				<b>(\$169,779.33)</b>
<b>Balance as of 03/17/2026</b>				<b>\$138,052.82</b>

# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	February 2026			June 2025 - February 2026			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
<b>Revenues</b>							
<b>Water Revenue</b>							
14101 Water- Customer Service Revenue	45,262	28,850	16,412	456,661	432,750	23,911	577,000
14102 Surface Water - Reserve	43,453	51,145	(7,692)	457,714	767,175	(309,461)	1,022,900
14103 Capital Contribution Credit-NHC	0	12,261	(12,261)	98,090	110,351	(12,261)	147,135
14105 Connection Fees	3,625	1,465	2,160	27,525	21,975	5,550	29,300
14108 Water Sales to HC 151	526	630	(105)	6,440	8,842	(2,402)	10,600
<b>Total Water Revenue</b>	<b>92,865</b>	<b>94,351</b>	<b>(1,486)</b>	<b>1,046,430</b>	<b>1,341,093</b>	<b>(294,664)</b>	<b>1,786,935</b>
<b>Wastewater Revenue</b>							
14201 Wastewater-Customer Service Rev	64,691	39,790	24,901	590,978	596,850	(5,872)	795,800
<b>Total Wastewater Revenue</b>	<b>64,691</b>	<b>39,790</b>	<b>24,901</b>	<b>590,978</b>	<b>596,850</b>	<b>(5,872)</b>	<b>795,800</b>
<b>Property Tax Revenue</b>							
14301 Maintenance Tax Collections	1,540,636	1,478,136	62,500	2,014,801	1,478,136	536,665	1,916,709
<b>Total Property Tax Revenue</b>	<b>1,540,636</b>	<b>1,478,136</b>	<b>62,500</b>	<b>2,014,801</b>	<b>1,478,136</b>	<b>536,665</b>	<b>1,916,709</b>
<b>Sales Tax Revenue</b>							
14401 COH Rebate	7,526	7,629	(103)	75,889	69,675	6,214	91,300
<b>Total Sales Tax Revenue</b>	<b>7,526</b>	<b>7,629</b>	<b>(103)</b>	<b>75,889</b>	<b>69,675</b>	<b>6,214</b>	<b>91,300</b>
<b>Tap Connection Revenue</b>							
14501 Tap Connections	0	1,000	(1,000)	3,690	5,000	(1,310)	5,000
14502 Inspection Fees	800	858	(58)	7,548	7,725	(177)	10,300
<b>Total Tap Connection Revenue</b>	<b>800</b>	<b>1,858</b>	<b>(1,058)</b>	<b>11,238</b>	<b>12,725</b>	<b>(1,487)</b>	<b>15,300</b>
<b>Administrative Revenue</b>							
14702 Penalties & Interest	6,916	8,992	(2,076)	60,182	80,925	(20,743)	107,900
<b>Total Administrative Revenue</b>	<b>6,916</b>	<b>8,992</b>	<b>(2,076)</b>	<b>60,182</b>	<b>80,925</b>	<b>(20,743)</b>	<b>107,900</b>
<b>Interest Revenue</b>							
14801 Interest Earned on Checking	34	192	(158)	1,010	1,725	(715)	2,300
14802 Interest Earned on Temp. Invest	13,450	24,748	(11,298)	163,948	222,735	(58,787)	296,980
<b>Total Interest Revenue</b>	<b>13,484</b>	<b>24,940</b>	<b>(11,456)</b>	<b>164,958</b>	<b>224,460</b>	<b>(59,502)</b>	<b>299,280</b>
<b>Other Revenue</b>							
15801 Miscellaneous Income	33	83	(50)	73	750	(677)	1,000
<b>Total Other Revenue</b>	<b>33</b>	<b>83</b>	<b>(50)</b>	<b>73</b>	<b>750</b>	<b>(677)</b>	<b>1,000</b>
<b>Total Revenues</b>	<b>1,726,951</b>	<b>1,655,780</b>	<b>71,171</b>	<b>3,964,549</b>	<b>3,804,614</b>	<b>159,935</b>	<b>5,014,224</b>

## Expenditures

### Water Service

16102 Operations - Water	12,697	9,900	2,797	109,486	89,100	20,386	118,800
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# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	February 2026			June 2025 - February 2026			Annual Budget	
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)		
<b>Expenditures</b>								
<b>Water Service</b>								
16105	Maintenance & Repairs - Water	17,169	25,267	(8,098)	294,317	227,400	66,917	303,200
16107	Chemicals - Water	3,979	5,275	(1,296)	40,936	47,475	(6,539)	63,300
16108	Laboratory Expense - Water	713	867	(154)	8,824	7,800	1,024	10,400
16109	Mowing - Water	980	650	330	6,511	5,850	661	7,800
16110	Utilities - Water	8,346	8,067	279	63,787	72,600	(8,813)	96,800
16111	Reconnections	1,010	883	127	9,920	7,950	1,970	10,600
16112	Disconnection Expense	705	492	213	5,430	4,425	1,005	5,900
16113	Service Account Collection	0	2,408	(2,408)	0	21,675	(21,675)	28,900
16114	Telephone Expense - Water	460	467	(7)	5,380	4,200	1,180	5,600
16115	Meter Replacement	0	0	0	2,760	0	2,760	0
16116	Permit Expense - Water	0	667	(667)	7,759	6,000	1,759	8,000
16117	TCEQ Regulatory Expense - Water	0	0	0	2,093	3,432	(1,339)	3,432
16118	Pumpage Fees	0	51,145	(51,145)	578,341	767,175	(188,834)	1,022,900
16122	Lead & Copper Survey	0	0	0	1,320	0	1,320	0
<b>Total Water Service</b>		<b>46,058</b>	<b>106,087</b>	<b>(60,029)</b>	<b>1,136,865</b>	<b>1,265,082</b>	<b>(128,217)</b>	<b>1,685,632</b>
<b>Wastewater Service</b>								
16202	Operations - Wastewater	5,482	2,050	3,432	44,801	18,450	26,351	24,600
16203	Grease Trap Inspections	303	0	303	859	0	859	0
16204	Purchase Wastewater Service	42,279	34,658	7,621	381,344	311,925	69,419	415,900
16205	Maint & Repairs - Wastewater	19,799	28,142	(8,343)	285,557	253,275	32,282	337,700
16207	Chemicals - Wastewater	0	58	(58)	439	525	(86)	700
16209	Mowing - Wastewater	1,040	517	523	5,587	4,650	937	6,200
16210	Utilities - Lift Station	2,405	2,617	(211)	21,531	23,550	(2,019)	31,400
16212	Sludge Removal	1,190	0	1,190	32,329	0	32,329	0
16214	Telephone Expense - Wastewater	591	517	74	4,062	4,650	(588)	6,200
16217	TCEQ Regulatory Exp-Wastewater	0	0	0	2,093	3,432	(1,339)	3,432
16218	Sanitary Sewer Televising	0	0	0	0	0	0	200,000
<b>Total Wastewater Service</b>		<b>73,089</b>	<b>68,558</b>	<b>4,531</b>	<b>778,601</b>	<b>620,457</b>	<b>158,144</b>	<b>1,026,132</b>
<b>Garbage Service</b>								
16301	Garbage Expense	333	467	(134)	7,071	4,200	2,871	5,600
<b>Total Garbage Service</b>		<b>333</b>	<b>467</b>	<b>(134)</b>	<b>7,071</b>	<b>4,200</b>	<b>2,871</b>	<b>5,600</b>
<b>Storm Water Quality</b>								
16404	Detention Pond Mowing	1,930	1,292	638	14,731	11,625	3,106	15,500
<b>Total Storm Water Quality</b>		<b>1,930</b>	<b>1,292</b>	<b>638</b>	<b>14,731</b>	<b>11,625</b>	<b>3,106</b>	<b>15,500</b>
<b>Tap Connection</b>								
16501	Tap Connection Expense	15,683	250	15,433	43,097	2,250	40,847	3,000
16502	Inspection Expense	0	417	(417)	2,310	3,750	(1,440)	5,000

# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	February 2026			June 2025 - February 2026			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
<b>Expenditures</b>							
<b>Total Tap Connection</b>	15,683	667	15,016	45,407	6,000	39,407	8,000
<b>Administrative Service</b>							
16703 Legal Fees	5,469	7,908	(2,440)	59,840	71,175	(11,335)	94,900
16705 Auditing Fees	0	0	0	25,000	20,500	4,500	20,500
16706 Engineering Fees	6,988	6,667	321	57,354	60,000	(2,646)	80,000
16708 GIS Expense	0	833	(833)	16,550	7,500	9,050	10,000
16710 Website Expense	0	0	0	765	790	(25)	1,300
16712 Bookkeeping Fees	5,402	4,550	852	58,404	51,350	7,054	65,000
16714 Printing & Office Supplies	2,535	2,117	418	21,490	19,050	2,440	25,400
16716 Delivery Expense	55	50	5	876	450	426	600
16717 Postage	42	58	(16)	785	525	260	700
16718 Insurance & Surety Bond	0	0	0	0	0	0	44,200
16719 AWBD Expense	950	0	950	1,745	900	845	900
16722 Bank Service Charges	60	42	18	1,067	375	692	500
16723 Travel Expense	36	42	(6)	166	375	(209)	500
16727 Arbitrage Expense	4,045	833	3,212	4,045	7,500	(3,455)	10,000
16728 Record Storage Fees	109	42	67	558	375	183	500
16729 Consumer Confidence Report	0	0	0	12,476	0	12,476	0
<b>Total Administrative Service</b>	25,690	23,142	2,548	261,121	240,865	20,256	355,000
<b>Security Service</b>							
16801 Security Patrol Expense	32,657	33,333	(677)	264,627	300,000	(35,373)	400,000
16802 Security Monitoring	440	833	(393)	11,299	7,500	3,799	10,000
<b>Total Security Service</b>	33,097	34,167	(1,070)	275,926	307,500	(31,574)	410,000
<b>Payroll Expense</b>							
17101 Payroll Expenses	1,665	2,083	(418)	16,891	18,750	(1,859)	25,000
17104 Payroll Administration	25	0	25	50	0	50	0
<b>Total Payroll Expense</b>	1,690	2,083	(393)	16,941	18,750	(1,809)	25,000
<b>Other Expense</b>							
17802 Miscellaneous Expense	199	292	(92)	2,148	2,625	(477)	3,500
<b>Total Other Expense</b>	199	292	(92)	2,148	2,625	(477)	3,500
<b>Total Expenditures</b>	<b>197,769</b>	<b>236,753</b>	<b>(38,984)</b>	<b>2,538,812</b>	<b>2,477,104</b>	<b>61,707</b>	<b>3,534,364</b>
<b>Total Revenues (Expenditures)</b>	<b>1,529,182</b>	<b>1,419,026</b>	<b>110,156</b>	<b>1,425,738</b>	<b>1,327,510</b>	<b>98,228</b>	<b>1,479,860</b>

## Other Revenues

### Extra Ordinary Revenue

15901 Transfer from Operating Reserve	0	0	0	0	0	0	2,229,140
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# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	February 2026			June 2025 - February 2026			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
<b>Other Revenues</b>							
<b>Extra Ordinary Revenue</b>							
15906 Insurance Reimbursement	0	0	0	180	0	180	0
<b>Total Extra Ordinary Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>180</b>	<b>0</b>	<b>180</b>	<b>2,229,140</b>
<b>Total Other Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>180</b>	<b>0</b>	<b>180</b>	<b>2,229,140</b>
<b>Other Expenditures</b>							
<b>Capital Outlay</b>							
17901 Capital Outlay							
17901a Capital Outlay - General	0	0	0	537,575	50,000	487,575	50,000
17901b Capital Outlay - AJOB	34,456	34,456	0	310,106	310,106	0	450,000
17901c WP 1 Well Rehab	0	0	0	0	0	0	50,000
17901d WP 1 Electrical Improvements	4,800	4,800	0	62,400	62,400	0	1,230,000
17901e WP 1 GST 1 Replacement	8,919	8,919	0	1,145,128	1,145,128	0	1,200,000
17901f HC 46 Water Interconnect	0	0	0	4,490	4,490	0	200,000
17901h LS Wet Well/Piping Rehab	10,287	10,287	0	179,602	179,602	0	325,000
17901i Fence Replacement	0	0	0	0	0	0	40,000
17901k Lift Station 1	0	0	0	0	0	0	115,000
17901l Lift Station 4	0	0	0	0	0	0	49,000
<b>Total Capital Outlay</b>	<b>58,462</b>	<b>58,462</b>	<b>(1)</b>	<b>2,239,301</b>	<b>1,751,726</b>	<b>487,575</b>	<b>3,709,000</b>
17904 Capital Outlay - Barents Dr L/S	0	0	0	13,406	0	13,406	0
<b>Total Capital Outlay</b>	<b>58,462</b>	<b>58,462</b>	<b>(1)</b>	<b>2,252,707</b>	<b>1,751,726</b>	<b>500,981</b>	<b>3,709,000</b>
<b>Total Other Expenditures</b>	<b>58,462</b>	<b>58,462</b>	<b>(1)</b>	<b>2,252,707</b>	<b>1,751,726</b>	<b>500,981</b>	<b>3,709,000</b>
<b>Total Other Revenues (Expenditures)</b>	<b>(58,462)</b>	<b>(58,462)</b>	<b>1</b>	<b>(2,252,527)</b>	<b>(1,751,726)</b>	<b>(500,801)</b>	<b>(1,479,860)</b>
<b>Excess Revenues (Expenditures)</b>	<b>1,470,720</b>	<b>1,360,564</b>	<b>110,156</b>	<b>(826,789)</b>	<b>(424,216)</b>	<b>(402,573)</b>	<b>0</b>

# Balance Sheet as of 02/28/2026

Harris County MUD No. 109 - GOF



## Assets

### Bank

11101 Cash in Bank	\$188,701
11102 Operator	138,053
<b>Total Bank</b>	<b>\$326,754</b>

### Investments

11201 Time Deposits	\$6,106,238
<b>Total Investments</b>	<b>\$6,106,238</b>

### Receivables

11301 Accounts Receivable	\$185,302
11303 Maintenance Tax Receivable	117,492
11305 Accrued Interest	9,763
11306 Due From COH	25,231
<b>Total Receivables</b>	<b>\$337,788</b>

### Interfund Receivables

11403 Due From Tax Account	\$553,121
11405 Due from A.C.P.	(86,513)
11450 Due from HC MUD 46	13,392
11451 Due from HC MUD 106	11,190
11452 Due from HC MUD 132	26,390
11453 Due from HC MUD 151	2,452
11454 Due from HC MUD 152	19,668
11455 Due from HC MUD 153	31,558
11456 Due from HC MUD 494	6,823
<b>Total Interfund Receivables</b>	<b>\$578,083</b>

### Reserves

11601 Reserve in A.C.P.	\$460,221
<b>Total Reserves</b>	<b>\$460,221</b>

## Total Assets

**\$7,809,084**

## Liabilities & Equity

### Liabilities

#### Accounts Payable

12101 Accounts Payable	\$124,700
12102 Payroll Liabilities	507
<b>Total Accounts Payable</b>	<b>\$125,208</b>

# Balance Sheet as of 02/28/2026

Harris County MUD No. 109 - GOF



## Liabilities & Equity

Liabilities	
Other Current Liabilities	
12201 Unclaimed Property	\$4,608
12204 Retainage Payable	
12204c Shier Const. - WP 1 GST	125,371
12204d CFG Industries - LS 3	14,100
Total Retainage Payable	139,471
<b>Total Other Current Liabilities</b>	<b>\$144,079</b>
Deferrals	
12502 Deferred Taxes	\$117,492
<b>Total Deferrals</b>	<b>\$117,492</b>
Deposits	
12601 Customer Meter Deposits	\$326,089
<b>Total Deposits</b>	<b>\$326,089</b>
<b>Total Liabilities</b>	<b>\$712,868</b>
Equity	
Unassigned Fund Balance	
13101 Unallocated Fund Balance	\$7,923,005
<b>Total Unassigned Fund Balance</b>	<b>\$7,923,005</b>
Net Income	(\$826,789)
<b>Total Equity</b>	<b>\$7,096,216</b>
<b>Total Liabilities &amp; Equity</b>	<b>\$7,809,084</b>

# Monthly Financial Summary - Capital Projects Fund

Harris County MUD No. 109 - CPF



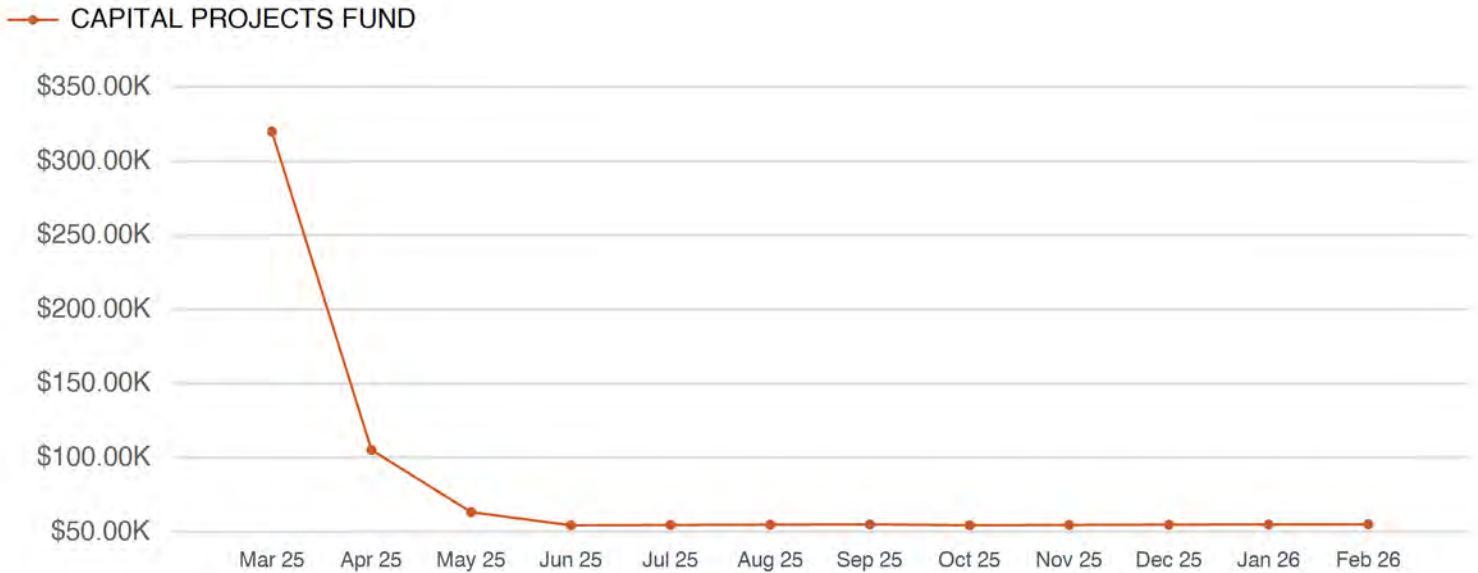
## Account Balance Summary

<b>Balance as of 02/18/2026</b>	<b>\$55,004</b>
Receipts	239
Disbursements	(104)
<b>Balance as of 03/17/2026</b>	<b>\$55,139</b>

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



## Account Balance By Month | March 2025 - February 2026



# District Debt Summary as of 03/17/2026

Harris County MUD No. 109 - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING
<b>Total \$ Authorized</b>		<b>Authorized</b>	<b>Authorized</b>	<b>Authorized</b>
\$61.83M		\$61.83M	N/A	\$32.73M
<b>Total \$ Issued</b>		<b>Issued</b>	<b>Issued</b>	<b>Issued</b>
\$48.88M		\$48.88M	N/A	\$1.06M
<b>Yrs to Mat</b>	<b>Rating</b>	<b>\$ Available To Issue</b>	<b>\$ Available To Issue</b>	<b>\$ Available To Issue</b>
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
<b>Total</b>	<b>\$21,725,000</b>		<b>\$15,890,000</b>

# District Debt Schedule

Harris County MUD No. 109 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$0.00	\$18,750.00	\$18,750.00
Bank of New York	2017 - WS&D	\$0.00	\$164,096.89	\$164,096.89
Regions Bank	2015 - Refunding	\$0.00	\$69,417.00	\$69,417.00
<b>Total Due 04/01/2026</b>		<b>\$0.00</b>	<b>\$252,263.89</b>	<b>\$252,263.89</b>

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 Bank	2015 - Refunding	\$680,000.00	\$69,417.00	\$749,417.00
<b>Total Due 10/01/2026</b>		<b>\$1,570,000.00</b>	<b>\$252,263.88</b>	<b>\$1,822,263.88</b>

# Investment Profile as of 03/17/2026

Harris County MUD No. 109

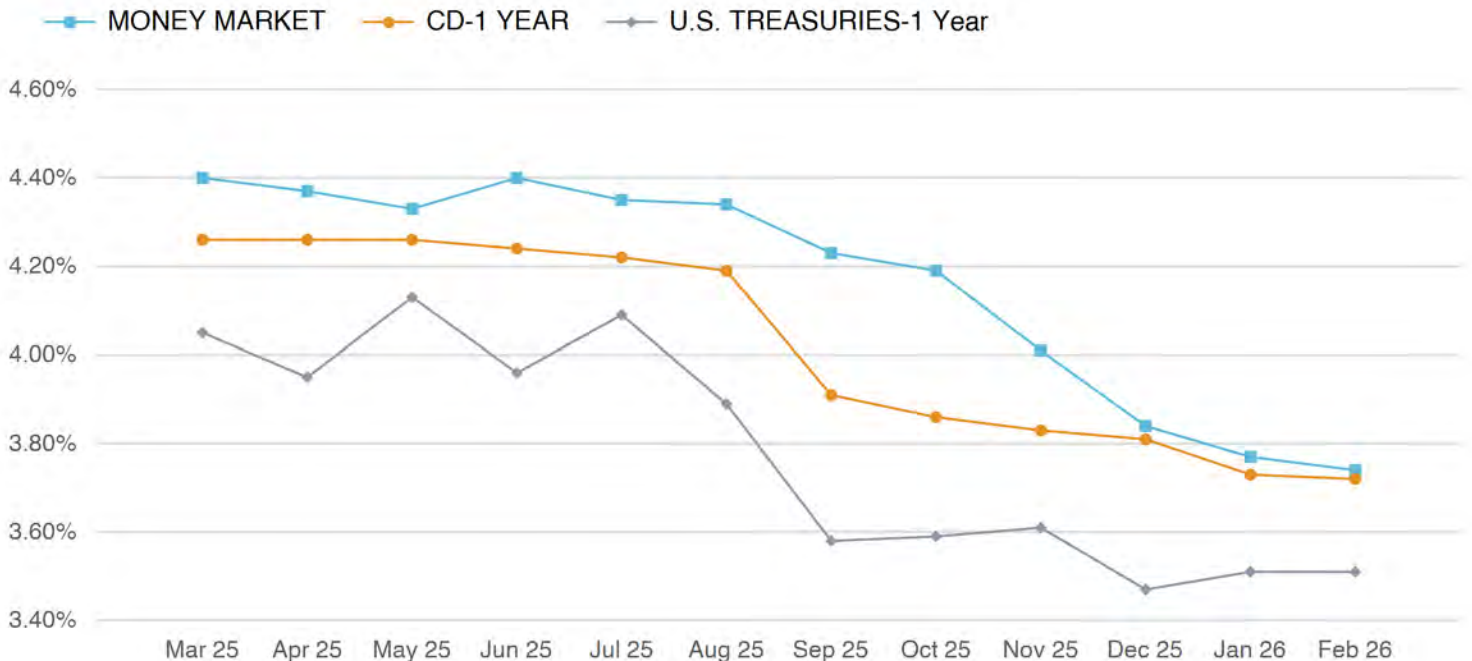


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
<b>Funds Available to Invest</b> \$6,158,665	<b>Funds Available to Invest</b> \$55,139	<b>Funds Available to Invest</b> \$3,040,025	<b>Funds Available to Invest</b> N/A
<b>Funds Invested</b> \$5,956,238	<b>Funds Invested</b> \$55,139	<b>Funds Invested</b> \$3,040,025	<b>Funds Invested</b> N/A
<b>Percent Invested</b> 97%	<b>Percent Invested</b> 100%	<b>Percent Invested</b> 100%	<b>Percent Invested</b> N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	3.73%	180 Days	4.00%	180 Days	3.63%
		270 Days	3.67%	270 Days	3.63%
		1 Yr	3.66%	1 Yr	3.51%
		13 Mo	1.80%	13 Mo	N/A
		18 Mo	2.30%	18 Mo	0.00%
		2 Yr	1.84%	2 Yr	3.45%

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

## Investment Rates Over Time (By Month) | March 2025 - February 2026



# Account Balance as of 03/17/2026

## Harris County MUD No. 109 - Investment Detail



### FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Certificates of Deposit</b>					
THIRD COAST BANK, SSB (XXXX1280)	03/26/2025	03/26/2026	4.15%	235,000.00	
HUNTINGTON BANK (XXXX9904)	08/21/2025	07/17/2026	4.05%	235,000.00	
WALLIS BANK (XXXX6297)	08/18/2025	07/18/2026	4.30%	235,000.00	
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0001)	03/22/2017		3.78%	5,251,238.24	
<b>Checking Account(s)</b>					
CENTRAL BANK - CHECKING (XXXX1891)			0.00%	64,374.18	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00%	138,052.82	Operator
<b>Totals for General Operating Fund</b>				<b>\$6,158,665.24</b>	

### FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0002)	03/22/2017		3.78%	55,139.47	Series 2017
<b>Totals for Capital Projects Fund</b>				<b>\$55,139.47</b>	

### FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Certificates of Deposit</b>					
CADENCE BANK - DEBT (XXXX4954)	08/27/2025	08/27/2026	4.25%	235,000.00	
THIRD COAST BANK-DEBT (XXXX3518)	08/27/2025	08/27/2026	4.15%	235,000.00	
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0003)	03/22/2017		3.78%	2,570,024.93	
<b>Totals for Debt Service Fund</b>				<b>\$3,040,024.93</b>	

**Grand Total for Harris County MUD No. 109 :**

**\$9,253,829.64**

# Capital Projects Fund Breakdown

Harris County Municipal Utility District No. 109

As of 03/17/2026

## Balances by Bond Series

Bond Proceeds - Series 2017	\$55,139.47
<b>Total Cash Balance</b>	<b><u><u>\$55,139.47</u></u></b>

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## Remaining Costs/Surplus By Bond Series

Surplus & Interest - Series 2017	\$55,139.47
<b>Total Surplus &amp; Interest Balance</b>	<b><u><u>\$55,139.47</u></u></b>
<b>Total Remaining Costs/Surplus</b>	<b><u><u>\$55,139.47</u></u></b>

# Cash Flow Forecast

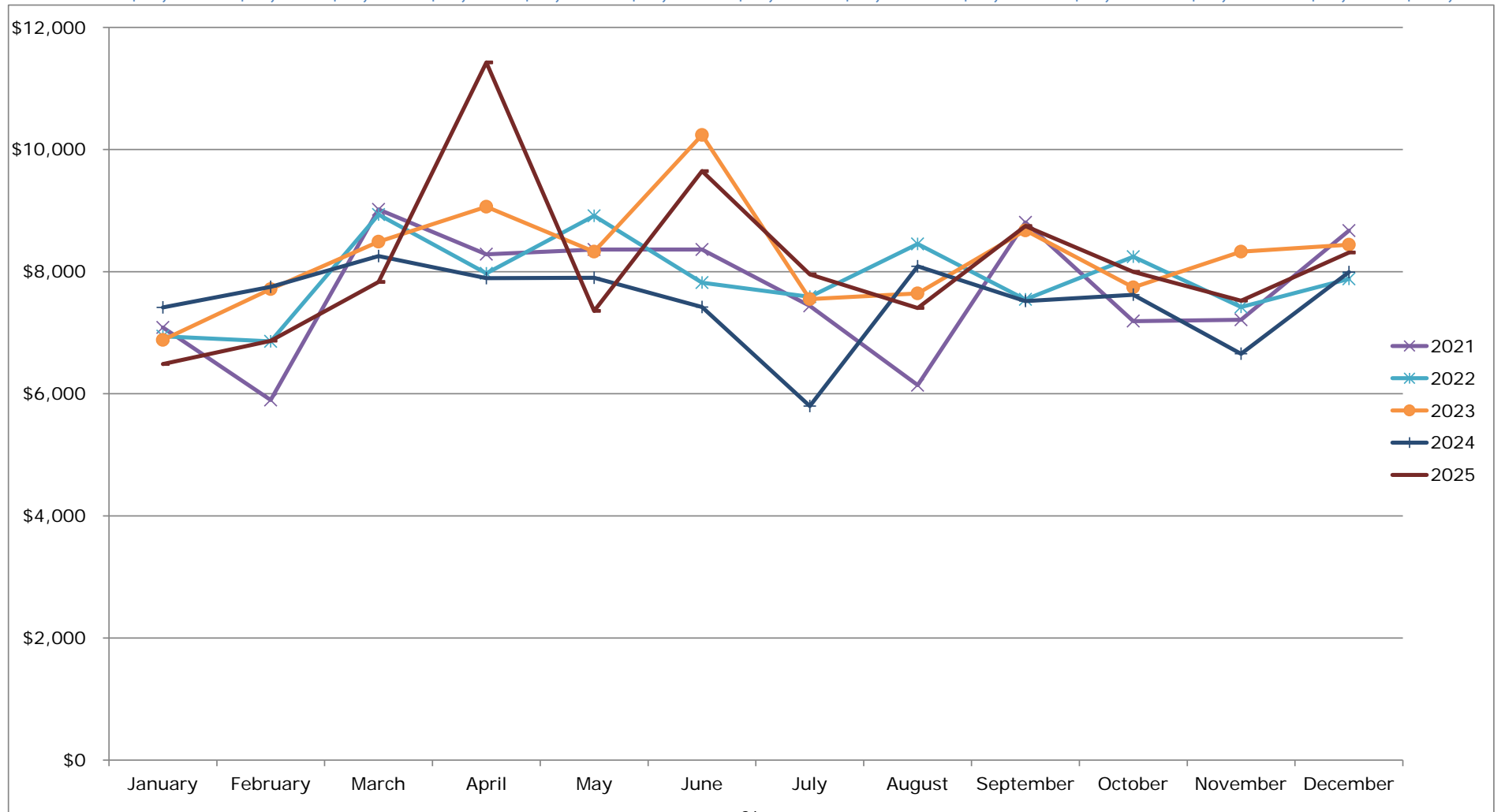
Harris County MUD 109

	5/26	5/27	5/28	5/29	5/30
Assessed Value	\$889,185,342	\$889,185,342	\$889,185,342	\$889,185,342	\$889,185,342
Maintenance Tax Rate	\$0.235	\$0.235	\$0.235	\$0.235	\$0.235
Maintenance Tax	\$2,047,794	\$2,047,794	\$2,047,794	\$2,047,794	\$2,047,794
% Change in Water Rate		1.00%	1.00%	1.00%	1.00%
% Change in Wastewater Rate		0.00%	0.00%	0.00%	0.00%
% Change in NHCRWA		10.00%	10.00%	10.00%	10.00%
% Change in Expenses		5.00%	5.00%	5.00%	5.00%
<b>Beginning Cash Balance 5-31-2025</b>	<b>\$7,359,966</b>	<b>\$4,357,660</b>	<b>\$4,258,893</b>	<b>\$4,100,946</b>	<b>\$4,683,129</b>
<b>Revenues</b>					
Maintenance Tax	\$1,916,709	\$2,047,794	\$2,047,794	\$2,047,794	\$2,047,794
Water Revenue	577,000	582,770	588,598	594,484	600,429
Wastewater Revenue	795,800	795,800	795,800	795,800	795,800
NHCRWA Revenue	1,022,900	1,125,190	1,237,709	1,361,480	1,497,628
Other	701,815	736,906	773,751	812,439	853,061
<b>Total Revenues</b>	<b>\$5,014,224</b>	<b>\$5,288,460</b>	<b>\$5,443,652</b>	<b>\$5,611,996</b>	<b>\$5,794,711</b>
<b>Expenses</b>					
NHCRWA	\$1,022,900	\$1,125,190	\$1,237,709	\$1,361,480	\$1,497,628
Other Expenses	2,511,464	2,637,037	2,768,889	2,907,334	3,052,700
<b>Total Expenses</b>	<b>\$3,534,364</b>	<b>\$3,762,227</b>	<b>\$4,006,598</b>	<b>\$4,268,813</b>	<b>\$4,550,328</b>
<b>Net Surplus</b>	<b>\$1,479,860</b>	<b>\$1,526,232</b>	<b>\$1,437,054</b>	<b>\$1,343,183</b>	<b>\$1,244,383</b>
<b>Capital Outlay</b>					
Capital Outlay	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Capital Outlay - AJOB	450,000	450,000	450,000	450,000	450,000
Capital Outlay - TxDot	517,055	0	0	0	0
WP 1 Well Rehab & Motor Replacement	50,000	0	0	0	0
WP 1 Electrical Improvements	1,230,000	0	0	0	0
WP 1 Booster Pump Replacement	0	136,000	136,000	136,000	0
WP 1 GST 1 Replacement	1,200,000	0	0	0	0
WP 1 Chloramine Conversion	0	0	299,000	0	0
WP 1 EST Rehab	0	0	0	0	1,005,000
WP 2 Well Rehab & Motor Replacement	0	327,000	0	0	0
WP 2 Chloramine Conversion	0	0	299,000	0	0
L/S Wet Well and Piping Rehabilitation	325,000	0	0	0	282,000
L/S 3 Fence Replacement	311,250	0	0	0	0
L/S 4 Submersive Pump Replacement	49,000	49,000	0	0	0
Lift Station 1 Rehab	115,000	120,000	0	0	0
Manhole Valve Rehab	0	250,000	0	0	0
HC46 Water Interconnect	200,000	0	0	0	0
Fence Replacement	40,000	0	0	0	0
Sewer System Cleaning and Televising	0	118,000	236,000	0	0
Developer Reimbursement	0	125,000	125,000	125,000	0
<b>Total Capital Outlay</b>	<b>\$4,537,305</b>	<b>\$1,625,000</b>	<b>\$1,595,000</b>	<b>\$761,000</b>	<b>\$1,787,000</b>
<b>Construction Surplus</b>	<b>\$55,139</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Ending Cash Balance</b>	<b>\$4,357,660</b>	<b>\$4,258,893</b>	<b>\$4,100,946</b>	<b>\$4,683,129</b>	<b>\$4,140,511</b>
<b>Operating Reserve % of Exp</b>					
Percentage	123%	113%	102%	110%	91%
Number of Months	15	14	12	13	11
<b>Bond Authority</b>					
Remaining Bonding Capacity - \$12,950,000					
Maintenance Tax Rate Cap - \$1.00					

# Sales Tax Revenue History

Harris County MUD No. 109

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2021	\$7,086	\$5,898	\$9,019	\$8,285	\$8,362	\$8,363	\$7,440	\$6,140	\$8,807	\$7,190	\$7,212	\$8,672	\$92,475
2022	\$6,943	\$6,859	\$8,934	\$7,973	\$8,913	\$7,820	\$7,589	\$8,453	\$7,546	\$8,244	\$7,422	\$7,881	\$94,577
2023	\$6,881	\$7,714	\$8,490	\$9,062	\$8,327	\$10,238	\$7,551	\$7,643	\$8,675	\$7,743	\$8,328	\$8,440	\$99,092
2024	\$7,414	\$7,751	\$8,256	\$7,894	\$7,900	\$7,421	\$5,800	\$8,088	\$7,519	\$7,622	\$6,655	\$7,993	\$90,312
2025	\$6,487	\$6,869	\$7,831	\$11,425	\$7,357	\$9,646	\$7,956	\$7,405	\$8,746	\$7,997	\$7,525	\$8,313	\$97,556
<b>Total</b>	<b>\$57,696</b>	<b>\$60,183</b>	<b>\$71,825</b>	<b>\$65,677</b>	<b>\$67,842</b>	<b>\$71,660</b>	<b>\$60,465</b>	<b>\$62,064</b>	<b>\$67,387</b>	<b>\$65,854</b>	<b>\$60,306</b>	<b>\$69,135</b>	<b>\$780,095</b>



# 2026 AWBD Summer Conference

Harris County Municipal Utility District No. 109

Thursday, June 18 - Saturday, June 20, 2026

Gaylord Texan Resort & Convention Center, Grapevine, TX

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

## Note

**Register on-line [www.awbd-tx.org](http://www.awbd-tx.org)** (For log in assistance, contact Taylor Cavnar: [tcavnar@awbd-tx.org](mailto:tcavnar@awbd-tx.org))

This page only confirms registration for the conference, not hotel registrations.

All hotel reservations are the sole responsibility of each attendee.

Your conference registration confirmation will contain a housing reservation request web link.

The link will require the registration number from your conference registration before you can reserve a room.

All requests for an advance of funds must be sent via email to the bookkeeper within 30 days of conference.

## Registration Dates

Early Registration:	Begins	2/4/2026	\$475
Regular Registration:	Begins	2/26/2026	\$525
Late Registration	Begins	5/7/2026	\$625

## Cancellation Policy

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 05/06/2026.

There will be no refunds after 05/06/2026.

## 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.

CERTIFICATE FOR  
ORDER AMENDING CONSOLIDATED RATE ORDER

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

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

1. The Board convened in regular session, open to the public, at the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, at 5:30 p.m. on November 19, 2024, whereupon the roll was called of the members of the Board, to-wit:

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

All members of the Board were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting:

ORDER AMENDING CONSOLIDATED RATE ORDER

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

AYES: 5                      NOES: 0

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

SIGNED AND SEALED November 19, 2024

HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 109



\_\_\_\_\_  
President, Board of Directors

ATTEST



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



ORDER AMENDING CONSOLIDATED RATE ORDER

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

WHEREAS, the Board of Directors (the “Board”) of Harris County Municipal Utility District No. 109 (the “District”) has previously adopted rates, fees, rules, regulations, and policies with respect to the District’s waterworks and sanitary sewer collection system; and

WHEREAS, from time to time the Board has amended such rates, fees, rules, regulations and policies; and

WHEREAS, the Board deems it appropriate and necessary to amend the rate order, and to restate such order as so amended;

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

I. CONNECTIONS AND FEES.

A. Connections Made and Inspected by District Operator; Plans Reviewed by District’s Engineer.

1. Waterworks. All connections to the waterworks of the District shall be made by the District’s operator and shall be metered (except fire line connections). All fireline connections shall be made by the District’s operator and (a) shall be metered or (b) shall have a flow detector (of the type specified by the District’s engineer), or (c) the owner shall install a sprinkler system with a pressure sensitive and activated alarm system. The unmetered fireline shall include a backflow preventer (of the type specified by the District’s engineer) immediately downstream of the fireline tap.

2. Temporary Meters. All temporary connections to the waterworks of the District shall be made by the District’s operator and shall be metered.

3. Sanitary Sewer. All connections to the sanitary sewer system of the District (including the sanitary sewer lines up to the building slab) shall be inspected by the District’s operator. The sanitary sewer line inspection shall be performed prior to back filling. Any line not inspected and not approved must be uncovered to permit such inspection or shall pass such alternate method of inspection as approved by the Board.

4. Storm Sewer. All connections to the storm sewer system of the District shall be made as specified by the District’s engineer and shall be inspected for compliance by the District’s operator.

5. Inspections of unmetered facilities. All underground piping downstream from the water connection for unmetered firelines shall be inspected by the District's operator prior to back filling and shall be pressure tested under the supervision of the District's operator.

6. Engineer's review of plans and specifications. Before any connection, other than a single family residential connection, is made to the District's water, sewer, or drainage system, the person requesting such connection shall submit, at least 14 days prior to applying for a tap into the lines of the District, to the District's engineer for review and approval the water, sanitary sewer, and drainage plans and specifications for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water or effluent and the proposed points of connection to the District's system. A copy of such approved plans, with the engineer's approval indicated thereon, shall be submitted to the District's operator. Any modification of such plans shall require re-approval by the District's engineer. The District reserves the right to require removal of any connection made in violation of this Section.

7. Plat Requirement. Notwithstanding anything herein to the contrary, the operator shall make no connection to the District's water or sanitary sewer collection system unless either

(a) the tract, parcel, or lot of land to be served by such connection is part of an area covered by a development plat duly approved pursuant to article 974a-3, Texas Revised Civil Statutes, as amended, or pursuant to an ordinance, rule, or regulation relating to such a development plat,

(b) the operator has been presented with or otherwise holds a certificate applicable to such tract, parcel, or lot of land issued by or on behalf of the Planning Commission or City Council of the City of Houston, Texas, under section 4A, article 974a, Texas Revised Civil Statutes, as amended, stating that either a plan, plat, or re-plat of such tract, parcel, or lot either is not required or has been revised and approved by such Commission or Council, or

(c) such tract, parcel, or lot was first connected to such system prior to September 1, 1987.

B. Payment of Fees and Deposit. Any party desiring a connection to the District's waterworks or sanitary sewer or storm sewer system shall complete and file with the District's operator an application therefor in the form attached hereto as Exhibit "A", or such other form as such operator may prescribe from time to time, and shall pay the water tap fee, sanitary sewer inspection fee, storm sewer inspection fee, and fee for engineer's review of plans and specifications, as the case may be, described in Paragraph I.C. hereof and the deposit described in Paragraph I.D. hereof prior to receiving such connection. No connection shall be made until such fees and deposit are paid.

Any party desiring a temporary connection to the District's waterworks system shall file an application with the District's operator and shall pay the installation fee prescribed in

Paragraph I.C. hereof and the deposit prescribed in Paragraph I.D hereof prior to receiving such temporary meter and a flushing valve wrench.

C. Tap and Inspection and Installation Fees. The following tap fees are based on ultimate and full utilization of a given user's tract. The water tap fees shall be assessed based on the plans and specifications as approved by the District's engineers and shall be calculated as follows:

Single-family Residential:

1 inch	x	1 inch meter	\$1,650.00 (153 - \$1,200; 151 - \$1,000; 132 - \$1,050, includes meter and box)
3/4 inch	x	5/8 inch meter	\$ 1,250.00 (132 - \$600.00)
3/4 inch	x	3/4 inch meter	\$ 1,450.00 (153 - \$1,000)

Fireline tap fees: Cost to the District of installing the tap plus 200%.

Sprinkler meter: Two times the cost to the District of installing the tap.

All other meters, up to and including two inches: Three times the cost to the District of installing the tap.

Other: Fees for meters other than those described above shall be determined by the Board on an individual basis, but in no event more than three times the cost to the District.

The sanitary sewer inspection fee shall be \$175 per inspection for residential connections and cost plus 15% per inspection for commercial connections. For each inspection that results in a rejection of the line inspected, an additional fee of \$25 will be assessed.

The commercial sewer line inspection fee shall be cost to the District times two.

The storm sewer inspection fee shall be cost to the District of all necessary inspections plus \$250.

Each builder shall be charged \$30.00 for a pre-construction lot inspection and \$30.00 for each post-construction lot inspection or re-inspection. Builders shall also be charged \$150.00 for customer service inspections in accordance with Section III (B).

The fee charged for the engineer's review of plans and specifications shall be \$500 plus \$50 per acre or any part thereof in the parcel served.

The installation fee for a temporary connection shall be \$50.00.

D. Deposit. Each person, other than a home builder who complies with the provisions of paragraph E below, requesting a water or sanitary sewer or storm sewer connection or a temporary connection shall establish with the District a deposit conditioned upon compliance with this Order and the District's Rules and Regulations adopted by this Order and payment in full of any damage to the District's waterworks, sanitary sewer, and storm sewer system caused by and water and sewer service charges assessed against such person. For permanent connections, such deposit shall be returned after the sanitary sewer and/or storm sewer service lines have been inspected and connected to the District's sanitary sewer and/or storm sewer system. For temporary connections, such deposit shall be returned (less amounts owed the District) after the operator has removed the meter, on request of the owner. The amount of each such deposit shall be computed in accordance with the following schedule:

<u>Meter Size (Inches)</u>	<u>Deposit</u>
Temporary Meters	\$ 750.00
2 and smaller	\$ 1,000.00
3	\$ 1,600.00
4	\$ 2,500.00
6	\$ 3,500.00
8 and over	\$ 4,000.00

## II. REQUIREMENTS OF HOMEBUILDERS

A. Builder Deposit. Each builder of homes within the District shall establish a deposit of \$1,000 with the District, which deposit shall be refunded without interest to each builder at the completion of the builder's homebuilding program within the District except to the extent such deposit has been applied as provided in Paragraph II.B. hereof; provided that, if such home builder violates any part of this Order, the amount of such builder's deposit shall be immediately doubled for each violation.

B. Use of Deposit. The cost of any repairs to waterworks or sanitary or storm sewer lines necessitated by builder negligence shall be billed by the District's operator to the builder responsible therefor at the rate of cost plus 25% (representing the District's service handling charge). A \$25.00 administrative fee shall be added to the invoice to any builder delinquent in paying such bills for 30 days or more. At any time that a builder is delinquent in paying such bills for 60 days or more or responsible for outstanding bills in the amount of \$500 or more, the District shall transfer the \$500 deposit or any part thereof to its operating fund to pay such bills and require that such deposit be replenished by such amount transferred or require that an

additional \$500 or greater deposit be made by the builder before allowing the installation of additional water taps for such builder.

C. Adjustments of Manholes, Fire Hydrants, Meter Boxes, and Clean Out Valves. Builders of homes within the District must contact the District's operator requesting the adjustment of manholes, fire hydrants, valve boxes, or clean out valves within thirty days following the closing of the purchase of the lot on which such manhole, fire hydrant, meter box, or clean out valve is located. Following such thirty-day period, the home builder will be responsible for the cost of such adjustment.

D. Damaged Meters and Meter Boxes; Obstructions. Each customer shall be responsible for protecting any and all District meters and meter boxes located on property of such customer and shall be assessed the cost to the District of repairing or replacing such meters or meter boxes when damaged by any cause whatsoever, except by act of the District or its operator.

After a water meter has been set, each Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under customer's control free from rubbish or obstructions may result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions. Customers are further prohibited from introducing material into the District's waterworks, sanitary sewer, and storm sewer system which would cause obstruction of said system. In the event than an inspection by the District's engineer or District's operator reveals any such obstructions, the District reserves the right to immediately and without notice remove the obstruction. Any District cost for removal of obstructions, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

E. Builder Damage Procedure. When a builder improves a lot, reserve or other property, the builder may damage District facilities on the property. The builder may avoid responsibility for damages existing at the time the builder obtains control of the property by contacting the District, through the operator prior to the clearing of any lot, to do a survey of District facilities on the property. The fee for such inspection shall be \$30.00, to be paid by the builder at the time the inspection is requested. Any damages noted at this time will be repaired at no expense to the builder.

To be released from or to limit the amount of any claim for damage to District facilities due to a builder's activities, the builder must contact the District, through the operator, to make a final inspection to determine any damages to facilities while under the control of the builder. This inspection will not be made until all work, including fences, landscaping and resodding, is completed. This inspection can be made even if the property has not been sold if the builder has completed all work. The fee for this inspection shall be \$30.00, to be paid by the builder at the time the inspection is requested. A representative of the builder will be asked to sign the inspection, authorizing the repairs at his expense. The cost of any repairs to facilities damaged due to builder activities may be deducted from the builder's deposit with the District. If, at the

time of the final inspection, the builder has not completed all work the inspection will be rejected and an additional inspection will be performed at an additional fee of \$30.00. A final inspection will not be made unless an approved sewer inspection is on file with the District.

All repairs, except for positioning or replacement of meter boxes, will be performed by the operator, regardless of with whom the financial responsibility for the repair resides. Positioning or replacement of meter boxes may be performed by the builder only before the final survey is made.

Damages are not limited to structural damages, but also may include problems arising from burying, covering up, restricting access to, or fencing over the top of the facilities, causing land elevations adjacent to facilities to change, making facilities nonfunctional, and similar actions. Hidden damages not apparent at the time of a survey but discovered later will be back charged to those responsible if there is sufficient evidence to support a claim.

Regardless of the status of the lot or reserve or any property as indicated in the above procedure, the District is the owner of its assets and will take those actions it deems necessary to prevent damage to its property or injury to persons, with or without notice to others, and will also take those actions it deems necessary to recover the expense of those repairs from any party responsible for causing them.

### III. INSPECTIONS AND REPAIRS.

#### A. Inspection of Backflow Devices.

1. All backflow prevention assemblies shall be tested by a recognized backflow prevention assembly tester upon installation and certified to be operating within specifications. This inspection shall be conducted prior to the time the operator makes a permanent water connection to the District's system and the District's operator shall be provided with a test report in the form of Exhibit "B". At the option of the customer, the District's operator may perform the test, and the cost will be charged to the customer.

2. Backflow prevention assemblies which are installed to provide protection against high health hazards must also be tested and certified to be operating within specifications at least annually. A high health hazard is defined as a cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply. A customer at an establishment which presents high health hazards must provide the District with a test report annually. In the event any establishment fails to provide such a report within thirty days after written notification by the District that such a report is required, the District's operator shall inspect the backflow prevention device and the cost will automatically be charged to the customer's account.

3. Any backflow prevention device required by these rules must be located on each potable or irrigation service between the meter and the building foundation or prior to the first branch in the service line and designed and constructed to facilitate maintenance of the installation and inspection. Before beginning construction of a

backflow preventer, a commercial user shall submit plans to the District for review and approval to insure compliance with this section.

4. To be a recognized backflow prevention assembly tester, a person shall meet the standards promulgated by the Texas Commission on Environmental Quality (the "Commission").

5. Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross Connection Control and Hydraulic Research and/or the American Water Works Association Manual of Cross Connection Control (Manual M-14). Testers shall include test gauge serial numbers on "Test and Maintenance" report forms.

6. A test report must be completed by the recognized backflow prevention assembly tester for each assembly tested. The signed and dated original must be submitted to the District for record keeping purposes. Should the tester choose to use a report format which differs from that attached hereto as Exhibit "B", it must minimally contain all information required by the report form.

7. The use of a backflow prevention device at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes.

**B. Customer Service Inspections.**

1. A customer service inspection certification in the form attached hereto as Exhibit "C" must be completed and delivered to the District: (1) prior to the time the District's operator provides sanitary sewer service or permanent water service to a new connection in the District, (2) within 5 days after an existing customer receives notice from the District that it has reason to believe that cross-connections or other unacceptable plumbing practices exist at his establishment, or (3) within 30 days after any material improvement, correction or addition is made to the private plumbing facilities of any connection.

2. Individuals with the following credentials shall be recognized as capable of conducting a customer service inspection certification.

(a) Plumbing Inspectors and Water Supply Protection Specialists holding license endorsement issued by the Texas State Board of Plumbing Examiners.

(b) Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the Commission or its designated agent, and hold an endorsement granted by the Commission or its designated agent.

3. It is the responsibility of the customer to obtain the certification. The customer may ask the District's operator to complete sections 1-3 of the certification.

The District's operator, at its discretion, may complete sections 1-3 of the certification if it can make such certification in connection with its normal inspections and at no additional cost to the District.

4. The existence of private plumbing facilities in violation of the District's rules is an undesirable plumbing practice. Upon discovery of any such condition, the District may immediately terminate water service to the connection to protect the integrity of its public water system. Service will be restored only when the source of potential contamination no longer exists or when sufficient additional safeguards have been taken.

C. Firelines. The District, from time to time as it deems necessary, may have its designated representative inspect any firelines, which inspection however shall be during the normal business hours of the establishment being inspected.

D. Customer Requests. Whenever a customer asks the District to inspect its lines and facilities and the inspection shows that the customer's problem arises from his private sewer or water lines, and not the District's, the District shall charge the customer the cost of such inspection, and the customer shall promptly remit the charge to the District.

E. Grease and Lint Trap. For each grease and lint trap installed pursuant to the requirements contained in Exhibit "G" attached hereto, there shall be charged the monthly inspection fee specified in Schedule "A" hereto. Whenever the District is required to reinspect a grease and lint trap because the first inspection showed a violation of the District's rules and regulations, the District shall charge the customer the cost of such inspection, and the customer shall promptly remit the charge to the District, in addition to any other penalty or cost which may be assessed against such customer hereunder.

F. Repair Responsibility. The District shall maintain and repair all District facilities, which shall include the manholes, water and sewer main lines, laterals, sewer stacks, and end of line cleanouts. Customers are responsible for all plumbing installed by builders during construction up to and including the saddle and tap connection.

#### IV. CUSTOMER RATES, DEPOSITS, AND SERVICE AGREEMENTS.

A. Rates for In-District Customers. The District's water and sewer rates as set forth in this Rate Order include the regulatory assessment the District is required to charge each customer and to pay the Texas Commission on Environmental Quality. The rates and charges specified on Schedule "A" hereto for the sale of water and the collection and disposal of sewage shall be in effect for customers located within the District from the effective date of this Order.

Each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building, shall be deemed to be a separate connection for the purpose of this Order.

B. Rates for Out of District Customers. The rates and charges for the sale of water and collection and disposal of sewage for customers who are not located within the District's

boundaries shall be 150% of the rates for customers located inside the District, as such rates may be amended from time to time.

C. Sprinkler System Connections. Each sprinkler system connection shall be deemed to be a water supply service connection only, and shall not be charged for sanitary sewer service.

D. Deposits. A security deposit shall be collected and maintained on all connections or reconnections in the District made after the effective date of this Order in the amounts specified in Schedule "A".

All deposits collected shall be accounted for on the District's books. At any time that a customer is delinquent in paying its bills for 30 days or more, the District may transfer the deposit or any part thereof to its operating fund to pay such bill. The deposit or balance of such deposit remaining after payment of delinquent bills shall be refunded when the customer moves from the District. If a homeowner who does not have a deposit on account with the District moves to a new home within the District, a new deposit shall be required for such customer in the amount specified in Schedule "A". The District shall not be required to pay interest on any deposit.

E. Returned Check Charge. In the event that a customer's check is returned unpaid by customer's bank for any cause other than negligence on the part of the District, a charge as specified in Schedule "A" shall be added to such customer's bill to cover the District's cost of handling plus all current and delinquent charges. If such customer's account is also more than thirty (30) days delinquent, the account shall be scheduled for termination and notice therefor shall be given as provided herein. In such event, payment for the amount due on such account must be in the form of cashier's check or money order.

F. Adjustment to Extraordinary Bills. In the event of an unusually high water bill, the District may, upon customer request and review of the circumstances resulting in such unusually high water bill, adjust such customer's bill to 50% of the dollar amount above the average monthly bill for the previous six months plus such average monthly bill. In the alternative or in addition to such adjustment, upon written request of a customer to the District's billing office, a customer may be authorized to pay any bill that is at least five times the amount of such customer's previous month's bill in up to six monthly installments. A one percent (1%) penalty per month shall be added to each month's beginning balance less the amount of the current bill during the installment period.

G. Meter Testing Charge. In the event that a customer requests that the accuracy of a meter be tested, the customer will be charged the District's cost for conducting such a test when the meter tests between 95 and 105 percent accurate. The District will be responsible for the cost of conducting such a test when the test results are outside the specified accuracy range of between 95 and 105 percent.

H. Service Agreements with Customers. Prior to receiving permanent water service (upon initial completion of an improvement in the District, upon reinstatement of water service after a turn-off, or upon transfer of water service to a new customer), the customer must execute

and deliver to the District's operator a service agreement in the form attached hereto as Exhibit "D".

V. DELINQUENT ACCOUNTS.

The District shall bill each customer monthly and all bills shall become delinquent if not paid by the due date. A late payment charge of 10% of the unpaid balance will be added to all bills outstanding after the due date.

VI. DISCONTINUATION OF SERVICE.

A. Termination for Delinquent Accounts. The District reserves the right to terminate service to any customer whose account is delinquent. In such event, service shall be disconnected only after sending written notice by first class United States mail to the customer at the address of the connection and providing the customer with an opportunity to contest, explain, or correct the charges, services, or disconnection. The written notice shall inform the customer of the amount of the delinquent payment, the date service will be disconnected if payment is not made, the name and telephone number of the billing company, and of the opportunity to contest, explain, or correct the charges, services, or disconnection by presenting in person or in writing such matter to the Board of Directors by contacting the billing company. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled disconnect date. A written statement by the District's operator that the notice was so mailed and a certificate of mailing by the United States Postal Service shall be prima facie evidence of delivery of same. Service shall be discontinued to any accounts, except those accounts with outstanding balances of less than \$10.00, that remain delinquent after the scheduled disconnect date and for which arrangements for payment satisfactory to the Board of Directors of the District have not been made. If the customer appears before the Board of Directors or in writing, the Board shall hear and consider the matter and inform the customer of the Board's determination by sending written notice by first class United States mail to the customer at the address of the connection.

Prior to termination of service, the District's operator will also place a door hanger notification of termination on the front door to the residence at least two (2) days prior to the date of scheduled disconnection.

B. Termination for Rate Order Violations. Any customer who violates any provision of this Rate Order, in addition to being subject to the penalties described herein, shall be subject to having water and sewer service terminated to prevent an abuse of the District's facilities; provided, however, that prior to disconnecting service for such violation, the District shall give written notice, by first class United States mail or otherwise, to such customer of the pending disconnection and shall give such customer the opportunity to contest, explain, or correct the violation of the Rate Order at a meeting of the Board of Directors of the District.

C. Delinquent Letter Charges. A customer who is sent a notice of delinquency or a door hanger as described in Paragraph VI.A. of this Order shall be charged the amount specified in Schedule "A" hereto for each such notice required, in addition to all other fees and charges

provided for in this Order. The fee shall be assessed regardless of whether service is actually terminated to the customer.

D. Charges for Disconnection and Reconnection. In the event of any discontinuation of service either at the request of a customer or because of a customer's delinquency in the payment of bills or violation of this Rate Order, the District shall charge the amounts specified in Schedule "A" hereto. The entire outstanding balance, including the aforementioned fees, must be collected before service is reconnected.

In addition, if such customer does not currently have a security deposit with the District pursuant to Paragraph IV.D. of this Order, a security deposit in the amount specified in Schedule "A" shall be collected before service is reconnected.

E. Charges for Removal and Reinstallation of Water Meter. In the event the District is required to remove a water meter in order to enforce its rules and regulations regarding District facilities, including payment of all amounts due hereunder, the District shall charge the amount specified in Schedule "A" hereto to remove and reinstall such meter.

F. Procedures Related to Extreme Weather Emergency. Notwithstanding any provisions of this Rate Order to the contrary, a customer may not be charged late fees nor have service disconnected for nonpayment of a bill that is due during an extreme weather emergency until after the emergency is over. An "extreme weather emergency" means a period when the previous day's highest temperature in the area of the District did not exceed 28 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service reports for that area. An "extreme weather emergency" is over on the second business day the temperature exceeds 28 degrees Fahrenheit.

A customer may, within thirty (30) days from the date the extreme weather emergency is over, request from the District a payment schedule for any unpaid bill that was due during an extreme weather emergency. Upon receipt of a timely request, the District shall provide a written payment schedule and a deadline for accepting the payment schedule. The District or the District's operator may, at the discretion of the District and/or the District's operator, determine the terms of the payment schedule described in this paragraph in accordance with applicable laws and regulations.

If a customer requests a payment schedule, the District shall not disconnect the customer from service for nonpayment of bills that were due during an extreme weather emergency unless the customer does not accept a payment schedule offered by the District in a timely manner or the customer violates the terms of the payment schedule. Any preexisting disconnection notices issued to a customer for nonpayment of bills due during an extreme weather emergency are suspended upon the timely request for a payment schedule; provided, however, a suspended disconnection may be reinstated if the customer does not accept a payment schedule offered by the District in a timely manner or violates the terms of the payment schedule. A customer who violates the terms of a payment schedule shall be subject to disconnection from service pursuant to the provisions of this Rate Order.

## VII. RULES AND REGULATIONS.

A. Rules and Regulations Governing Waterworks and Sanitary Sewer System. The Board hereby adopts the Rules and Regulations governing Waterworks and Sanitary Sewer System, which are described in Exhibit “E” attached hereto and incorporated herein for all purposes.

B. Rules and Regulations Governing Commercial and Industrial Waste. The Board hereby adopts the Rules and Regulations Governing Commercial and Industrial Wastes, which are described in Exhibit “F” attached hereto and incorporated herein for all purposes.

C. Rules and Regulations Governing Grease and Lint Trap. The District hereby adopts the Rules and Regulations Governing Grease and Lint Trap which are described in Exhibit “G” attached hereto and incorporated herein for all purposes.

D. Penalties. The Board hereby sets the following civil penalties for breach of any rule of the District: Unless the Board determines that there are extenuating circumstances warranting a lesser penalty, the violator shall pay the District twice the costs that the District has sustained due to the violation, up to \$5,000, but in no event will the penalty be less than \$1,000. A penalty under this section is in addition to any other penalty provided by the law of this state and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District’s principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The amount of the attorney’s fees shall be fixed by the court. For purposes hereof, each day’s violation shall be considered a separate violation.

## VIII. REIMBURSEMENT OF NON-SCHEDULED COSTS.

Whenever the District incurs any non-scheduled out-of-pocket cost (including any such cost billed to the District by its operator, attorneys, or engineers) arising out of (1) the failure of a customer to comply with the District’s rules and regulations, as stated in this Rate Order or as otherwise announced, or (2) the request of a customer for an inspection or other service call which is the result of the customer’s improper maintenance, or (3) efforts to collect amounts due and owing to the District and not paid to the District on a timely basis, or (4) any other negligent or improper action on the part of the customer, the District may bill the customer, and the customer shall promptly reimburse the District for such cost.

## IX. GENERAL POLICIES.

### A. Definitions.

1. “*Residential Connection*” shall mean any user of the District’s water and sewer system that consists of one residence designed for use and occupancy by a single family unit.

2. “*Commercial Connection*” shall mean any user of the District’s water and sewer system that is not a Residential Connection including, but not limited to,

commercial establishments, churches, and schools; provided, however, that for purposes of Section IV.A. of this Rate Order, Humble ISD schools shall not be treated as commercial connections.

B. All Services Charged. At no time shall the District render water and/or sewer services without charge to any person, firm, corporation or organization. Service will not begin until the appropriate deposit and fees have been paid by MONEY ORDER OR CASHIERS CHECK.

C. Other Utilities. Prior to installing underground cables in the area of District water supply and sanitary sewer collection lines, representatives of utility companies shall contact the District's operator to file such companies' construction plan and schedule and to review the engineering plans illustrating the location of District lines.

D. Future Adjustments. The District reserves the right to increase rates and fees from time to time when, in the opinion of the Board of Directors, such increases are required to cover the costs of administration, efficient operation, and adequate maintenance of the District's facilities.

E. NO CASH PAYMENTS ACCEPTED. For the safety of the District and its employees, no banking services will be provided at the office. The District will only accept MONEY ORDERS OR CASHIERS CHECKS in the exact amounts due for payment of services, required deposits, and fees.

F. Medical Considerations. In cases of medical conditions as reason for delayed or non-payment of services, the resident must provide from the attending physician, a written statement documenting a bona fide medical condition exists and how such condition led to delayed or non-payment.

G. Payment Plans. Payment plans can be arranged in hardship cases with the approval of the Board. If a plan is approved by the Board, the plan must be followed as per agreed arrangement. If the approved plan is not complied with or interrupted, the plan will be terminated and the resident must then pay the outstanding balance, including all fees, to be reconnected. No door tags or disconnect fees will be assessed if the resident follows the approved payment plan.

H. Request for Termination of Service. The person who signed for activation of service is the only acceptable person who can terminate. Exceptions are estate executors and others with legal power of attorney for such person.

I. Meter Tampering. In case of meter tampering, which means that someone other than the District Operator, lays their hands on the water meter in order to alter the lawful use of that meter, a tampering fee of \$200 will be assessed, in addition to any other criminal and civil penalties and any other costs associated with returning that meter to its original state. Such fee must be paid before resuming service.

J. Implementation of Order. This Order clarifies the Board's previous order and takes effect immediately. The President and Vice President of the Board of Directors of the

District, or either of them, and the Secretary or Assistant Secretary of the Board, or either of them, are authorized to evidence adoption of this Order on behalf of the Board and to do all things proper and necessary to carry out the intent hereof.

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HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 109

Mail to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICATION FOR SANITARY SEWER SERVICE  
(Please print or type)

MAKE CHECK PAYABLE TO: Harris County Municipal Utility District No. 109

\_\_\_\_\_  
(Name of Applicant) (Lot) (Block) (Section)

\_\_\_\_\_  
(Sewer Service Address) (Phone) (City) (State) (Zip)

Date: \_\_\_\_\_ Requested by: \_\_\_\_\_  
(Signature)

Date Applicant requests service initiated: \_\_\_\_\_

Address to which Bills are to be mailed: \_\_\_\_\_

MAIL REFUND TO: \_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
Applicant must attach sketch of building layout and proposed location of water service line.

\_\_\_\_\_  
FOR DISTRICT USE ONLY

Date Application Received: \_\_\_\_\_

Date Construction Authorized: \_\_\_\_\_

Connection Information:

WYE Location \_\_\_\_\_

Stack Location \_\_\_\_\_

Manhole Location \_\_\_\_\_

Date Sanitary Sewer Tap Made: \_\_\_\_\_

Date of Inspection: 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

Date Permit Granted: \_\_\_\_\_

Certified as properly made by \_\_\_\_\_  
(District Operator)



Sample Service Inspection Certification

Name of PWS: \_\_\_\_\_  
 PWS I.D. #: \_\_\_\_\_  
 Location of Service: \_\_\_\_\_

I \_\_\_\_\_, upon inspection of the private plumbing facilities connected to the  
 aforementioned public water supply do hereby certify that, to the best of my knowledge:

	Compliance	Non- Compliance	Certificate of Compliance on File
(1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines	Lead	<input type="checkbox"/>	Copper	<input type="checkbox"/>	PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>
Solder	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

\_\_\_\_\_  
 Signature of Inspector

\_\_\_\_\_  
 Registration Number

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Type of Registration

\_\_\_\_\_  
 Date

Sample Service Agreement

- I. **Purpose.** The Name of Water System is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the Name of Water System will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following undesirable plumbing practices are prohibited by State regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
  - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
  - C. No connection which allows water to be returned to the public drinking water supply is permitted.
  - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
  - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the Name of Water System (the “Water System”) and Name of Customer (the “Customer”).
- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.

- B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109  
RULES AND REGULATIONS GOVERNING  
WATERWORKS AND SANITARY SEWER SYSTEM

The following Rules and Regulations (the “Rules and Regulations”) shall govern the installation of connections or taps to the District’s waterworks and sanitary sewer system, the limitations on flow of waste into the sanitary sewer system, protection of all facilities which are part of the District’s waterworks and sanitary sewer system, and prohibited plumbing practices:

I. INSTALLATION OF CONNECTIONS TO DISTRICT’S WATERWORKS SYSTEM

A. Water Service Lines and Water Taps

1. A “Water Service Line” is defined herein as the water line from the property line of the property to be served with water to the District’s waterworks system.
2. A “Residential Water Tap” is defined herein as the connection of either of the follow to a District water line: (a) a 1” Water Service Line to serve two (2) single-family residences, which is known as a “Double Tap”; or (b) a 3/4” Water Service Line to serve one (1) single-family residence, which is known as a “Single Tap.” All Residential Water will be installed by the standard City of Houston “long” or short” residential water service line connection, including a 3/4” x 5/8” meter and box complete in place.
3. A “Commercial Water Tap” is defined herein as the connection of a 3/4” or larger Water Service Line to a District water line to serve one (1) or more structures other than a single-family residence.

B. Water Tap Materials — Only the following types of pipe and fitting materials shall be approved for the installation of Water Taps, including Residential Water Taps and Commercial Water Taps:

1. Rockwell meters/Commercial turbo meters or other meters approved by the District’s engineer
2. Brass curb stops, corp stops, and U-branch and related fittings manufactured by Ford, Hays or Muller
3. Polyethylene water service pipe, 3/4” to 2”
4. Cast iron or vinyl iron (C-900) water service pipe, larger than 2”

5. Water main pipe of the type originally installed
6. Plastic meter box up to 2” meter
7. Concrete meter box up to 2” meter
8. Concrete meter box, where traffic use is specified
9. Concrete meter vault per City of Houston Specifications for 3” and larger meter.

## II. INSTALLATION OF CONNECTIONS TO DISTRICT’S SANITARY SEWER SYSTEM

### A. Sewer Service Lines and Sewer Taps

1. A “Sewer Service Line” is defined herein as the sewer line from the foundation of a building, including houses and commercial structures, to the District’s sanitary sewer system.
2. A “Sewer Tap” is defined herein as the physical connection of a Sewer Service Line to the District’s sanitary sewer system. Without the written consent of the District’s Board of Directors, only one Sewer Tap shall be permitted for each building.
3. The following types of pipe and fitting materials shall be approved for the construction of Sewer Service Lines. Pipe and fittings in each individual Sewer Service Line must consist of the following material or other material approved by the District’s engineer:
  - a. Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.
  - b. Cast iron soil pipe, standard wright, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.
  - c. Poly-vinyl-chloride (“PVC”) pipe conforming to ASTM Specification D3034 or ASTM Specification F789 (with UL Listing) and installed according to ASTM D2321.
  - d. Ductile-iron Pipe conforming to ANSI A21.51 with rubber gasket joints conforming to ANSI A21.11, and installed according to manufacturer’s recommendations.
4. The minimum sizes of Sewer Service Lines shall be as follows:

Residential - 4-inches in diameter  
Commercial - 6-inches in diameter

A 4-inch sewer service line shall serve no more than one single family residential lot and a 6-inch sewer service line shall serve no more than two single family residential lots.

5. The minimum grades for Sewer Service Lines shall be as follows:
  - a. 4-inch pipe - one-foot drop per hundred feet (1%)
  - b. 6-inch pipe - 0.70 foot drop per hundred feet (0.70%)
  - c. 8-inch pipe - 0.70 foot drop per hundred feet (0.70%)
6. The maximum grades for Sewer Service Lines shall be as follows:
  - a. 4-inch pipe - two and one-half feet drop per hundred feet (2.5%)
  - b. 6-inch pipe - one and one-half feet drop per hundred feet (1.5%)
  - c. 8-inch pipe - one foot drop per hundred feet (1%)
7. All Sewer Service lines shall be constructed to true alignment and grade. Warped and sagging Sewer Service Lines will not be permitted.

**B. Connections of Building Sewer Outlets to Service Lines**

1. On all building waste outlets, the building tie-on connections shall be made directly to the stub-out from the building plumbing at the foundation.
2. Water-tight adapters of a type compatible with the materials being joined shall be used at the point of connection of a Sewer Service Line to the building plumbing. No cement grout materials shall be permitted.
3. Unless an exception is permitted by the District's Operator, existing "wye" and stack connections must be utilized for connection of a Sewer Service Line to the District's sanitary sewer system.

**C. Fittings and Cleanouts**

1. No bends or turns at any point will be greater than 45 degrees.

2. Each horizontal Sewer Service Line will be provided with a cleanout at its upper terminal, and each such run of piping which is more than 90 feet in length will be provided with a cleanout for each 90 feet, or fraction thereof, in the length of such piping.
3. Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of “wye” branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.
4. Cleanout will be fitted with an airtight mechanical plug.

### III. INSTALLATION AND REPAIR OF WATER TAPS

- A. An “Application for Water Tap” must be filed with the District’s operator prior to the installation of a Water Tap. All tap and inspection fees and deposits, as described in the Rate Order should accompany such Application.
- B. Water Taps to the District’s waterworks system shall be installed only by the District’s Operator.
- C. The District’s Operator shall install Water Taps and set meters at a location on adjoining property lines, whenever possible, and as designated by the District’s Operator, with the meter box being located in the easement adjacent to the property line and with two (2) meters per box, where necessary.
- D. The District’s Operator shall be responsible for all repairs to the maintenance of all Water Taps, pursuant to the terms and provisions of the Contract between the District and the District’s Operator.

### IV. INSTALLATION OF SEWER TAPS AND PERMITS

- A. Application for Sanitary Sewer Service. An “Application for Sanitary Sewer Service,” must be filed with the District’s Operator prior to construction of a Sewer Service Line. All inspection fees and deposits, as described in the Rate Order, should accompany such application. Construction of any Sewer Service Line must not begin until authorized by the District’s Operator.
- B. Sewer Service Line
  1. When a Sewer Service Line and Tap is complete, and prior to backfilling such Sewer Service Line trench, the applicant for sewer service shall request an inspection of the installation of the Sewer Service Line and Tap. Requests for Sewer inspections shall be

made to the District's Operator at least 24 hours in advance of the connections and inspections.

2. The Sewer Tap shall be made only by use of an adapter of a type compatible with materials being joined. The Sewer Tap shall be water-tight. No cement grout materials shall be permitted.
3. Backfilling of a Sewer Service Line trench must be accomplished within 24 hours of inspection and approval by the District's Operator. No debris shall be permitted in a Sewer Service Line trench.
4. After the Sewer Tap is made and the inspection performed, the District's Operator shall issue a Sewer Tap Permit to the applicant, confirming that all requirements of these Rules and Regulations have been met.

#### V. FEES AND CHARGES

The District's fees and charges shall be established by its Order Amending Consolidated Rate Order, and all amendments thereto.

#### VI. LIMITATIONS ON FLOW OF WASTE

- A. No waste material which is not biologically degradable will be permitted to be discharged into the District's sanitary sewer system, including mud and debris accumulated during Sewer Service Line installation.
- B. No downspouts, yard or street drains or gutters will be permitted to be connected into the District's sanitary sewer facilities.
- C. Swimming pool connections will not be made to the District's sanitary sewer system.

#### VII. PROTECTION OF DISTRICT'S WATERWORKS AND SANITARY SEWER SYSTEM.

- A. It shall be unlawful for any person, unless authorized in writing by the District's Operator, to tamper or interfere with, obstruct access to, or injure, deface, or destroy any facilities that are a part of the District's waterworks and sanitary sewer system, including, with respect to the waterworks system, water plants, flushing valves, valve boxes, and water lines up to the meter box and including meters; provided, however, that duly authorized members of the Atascocita Volunteer Fire Department shall have the right to use such flushing valve for fire protection purposes.
- B. It shall be unlawful for any person to connect any building to the waterworks system without a meter or to have a straight line connection to

a building without being metered. It shall also be unlawful to draw water from the waterworks system without being metered, including the unauthorized use of a flushing valve or unmetered water taps.

- C. It shall be unlawful for any person to deposit, throw, drain, discharge, or otherwise cause to be injected into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District's waterworks and sewer system any debris or foreign substance that would interfere with the proper and routine functioning thereof. Each such discharge shall constitute a separate violation, and in the event a discharge is continuous, each day such discharge continues shall constitute a separate violation.

#### VIII. PROHIBITION ON USE OF LEAD

- A. The use of pipes and pipe fittings that contain more than 8.0 percent lead or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the District's water system and for installation or repair of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to the District's water system.
- B. This requirement may be waived for lead joints that are necessary for repairs to cast iron pipe.

#### IX. PROHIBITION ON DIRECT OR CROSS CONNECTIONS

- A. No establishment in the District shall contain an actual or potential contamination or system hazard without an air gap separation between the drinking water supply and the source of potential contamination. Where the containment air gap is impractical, reliance may be placed on individual "internal" air gaps or mechanical backflow prevention devices. Under these conditions, additional protection shall be required at the meter in the form of a correctly operating backflow prevention device (in accordance with AWWA Standards C510 and C511, and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health. Such backflow prevention devices must be tested and repaired as necessary, as specified in the Order.
- B. Water from a condensing, cooling or industrial process or any other system of nonpotable usage over which the District does not have sanitary control cannot be returned to the District's potable water supply.
- C. Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-contamination.

REGULATIONS OF COMMERCIAL AND INDUSTRIAL WASTES

The Board of Directors of the District hereby establishes and promulgates the following policies, rules and regulations concerning domestic and industrial wastes:

I. Definitions. Unless the context requires otherwise, the terms and phrases used herein shall have meanings as follows:

(1) The term “B.O.D.” means the five-day, 20 degree Centigrade biochemical oxygen demand expressed in milligrams per liter as determined by the procedures specified in the latest edition of Standard Methods, or such other manual of operations as the District may adopt from time to time, or as determined in accordance with the latest rules of the Texas Commission on Environmental Quality.

(2) The term “C.O.D.” means the measure of the oxygen-consuming capacity of inorganic and organic matter present in water or waste, expressed in milligrams per liter as the amount of oxygen consumed from a chemical oxidant as determined by Standard Methods, or such other manual of operations as the District may adopt from time to time, or as determined in accordance with the latest rules of the Texas Commission on Environmental Quality.

(3) The term “customer” means any person who is served by the Waste Disposal System.

(4) The term “discharge” includes the terms deposit, conduct, drain, emit, throw, run, seep or otherwise release or dispose of, or to allow, permit, or suffer any of such acts or omissions.

(5) The term “grease” means fats, waxes, oils and other similar non-volatile material and waste which are extracted by hexane from a solidified sample using the Soxhlet method.

(6) The term “industrial waste” means the liquid and water-carried waste resulting from any process of industry, manufacturing, trade, business or commercial enterprise, other than normal domestic wastewater, including any mixture of industrial waste with water or normal domestic wastewater, and such other waste as the District deems appropriate.

(7) The term “industrial waste charge” means the charge made to those persons who discharge or are responsible for the discharge of industrial waste into the Waste Disposal System.

(8) The term “infiltration water” means water which leaks into the District’s Waste Disposal System or its customers’ sanitary sewer collection systems.

(9) The term “normal domestic wastewater” means waste, excluding industrial waste, discharged by a person into the Waste Disposal System or into a customer’s sanitary sewer collection system in which the average concentration of total suspended solids is not more than 250 mg/kg and B.O.D. is not more than 250 mg/kg.

(10) The term “overload” means the imposition of organic or hydraulic loading on the Waste Disposal System in excess of either its designed hydraulic capacity, its installed rated capacity or its organic loading capacity.

(11) The term “person” means any individual, public or private corporation, district, authority, political subdivision or other agency or entity of the State of Texas or of the United States of America; the State of Texas or the United States of America; any incorporated city, town or village, whether operating under general law or under its home rule charter; and any copartnership, association, firm, trust, estate or any other entity whatsoever.

(12) The term “pH” means the common logarithm of the reciprocal of the hydrogen ion concentration expressed in grams per liter of solution.

(13) The term “properly shredded garbage” means solid waste from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-half (1/2) inch in any dimension.

(14) The term “sanitary sewer collection system” means the sanitary sewer system(s) now owned or operated or to be constructed or acquired by customers of the District, including sanitary sewers (but excluding storm sewers), manholes, intercepting sewers, pumping works and all other plants, works and equipment for the collection and transportation of waste to the District’s Waste Disposal System.

(15) The term “slug” means any discharge of waste which, in the concentration of any given constituent or in the quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flow during normal operation.

(16) The term “Standard Methods” means the examination and analytical procedures set forth in the latest edition of “Standard Methods for the Examination of Water and Wastewater” as prepared, approved and published jointly by the American Public Health Association, the American Waterworks Association and the Water Pollution Control Federation.

(17) The term “storm sewer” means sewers which carry storm and surface waters and drainage, and into which waste is not intentionally discharged.

(18) The term “total suspended solids” means those solids that either float on the surface or are in suspension in waste or other liquids, expressed in terms of milligrams per liter.

(19) The term “trap” means a device designed to skim, settle or otherwise remove grease, oil, sand, flammable wastes or other substances which may be harmful to either the Waste Disposal System or its treatment processes.

(20) The term “waste” means normal domestic wastewater and industrial waste collected by a public sanitary sewer collection system, together with such infiltration water as may be present.

(21) The term “Waste Disposal System” means all or any part of any disposal system or disposal facilities constructed or acquired by the District for receiving, transporting, treating and disposing of waste collected by the sanitary sewer collection systems of the District’s customers, together with such extensions, enlargements and modifications as may be required in the future or as may be necessary to comply with any regulatory requirements.

(22) The term “wastewater service charge” means the charge to all users of the District’s Waste Disposal System whose wastes do not exceed the concentrations established herein as representative of normal domestic wastewater.

II. Prohibited Discharges. All waste discharged into the District’s Waste Disposal System shall conform to the requirements hereof and shall consist only of waste amenable to biological treatment or other processes employed by the District from time to time. No person may discharge into the District’s Waste Disposal System any waste which by itself or by interaction with other waste may:

- (1) Injure or interfere with the processes or physical properties or facilities of the District’s Waste Disposal System;
- (2) Constitute a hazard to humans or animals; or
- (3) Create a hazard in receiving waters of the effluent of the Waste Disposal System.

Discharges prohibited by the foregoing parameters include, but are not limited to, slugs and materials which exert or cause: excessive discoloration or concentrations of suspended solids, B.O.D., C.O.D. or chlorine demands in excess of the ability of the Waste Disposal System to adequately treat and dispose of such waste in compliance with applicable regulatory requirements . Prohibited discharges also include, but are not limited to, the following materials which, if present in sufficient quantities, may cause or result in a violation of the foregoing parameters: ashes, cinders, sand, mud, grass clippings, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood or wood products, garbage (other than properly shredded garbage), blood, entrails, hair, flesh, paper or paper products, chemical or paint residues, or bulk solids.

III. Chemical Discharges. The following chemicals shall not be admissible into the District’s Waste Disposal System:

(1) Cyanides or cyanogen compounds capable of liberating hydrocyanic gas upon acidification when present in concentrations in excess of 2 mg/kg by weight as cyanide (CN);

(2) Fluorides other than those contained in the local public water supply for the area which is the source of the discharge;

(3) Gasoline, cleaning solvents, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases;

(4) Substances causing C.O.D. overload;

(5) Acids or alkalis having pH values lower than 6.0 or higher than 10.0, iron pickling wastes or concentrated plating solutions whether neutralized or not;

(6) Grease, whether emulsified or not, containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit (0 and 65 degrees Centigrade) or which exceeds on analysis an average of 100 mg/kg of soluble matter;

(7) Dissolved sulfides whose concentrations exceed 0.1 mg/kg; or

(8) Any other corrosive, explosive, malodorous or objectionable chemicals in liquid, solid or gaseous form.

IV. Heavy Metals and Toxic Matter. The following metals and toxic materials shall not be admissible into the District's Waste Disposal System:

(1) Objectionable or toxic substances exerting an excessive chlorine requirement to such a degree that any such material received in the composite waste at the waste treatment works exceeds the limits established from time to time by the District for such materials;

(2) Obnoxious, toxic or poisonous solids, liquids, or gases in quantities sufficient to violate the provisions of Part II hereof;

(3) Any substance having corrosive properties capable of causing damage or hazard to structures, equipment or personnel operating the Waste Disposal System;

(4) All waste or other substances containing phenols, hydrogen sulfide or other taste or odor producing substances exceeding the concentration limits established from time to time by the District or which, after treatment of the composite waste, exceeds applicable regulatory requirements;

(5) Antimony, beryllium, bismuth, cobalt, molybdenum, tin, uranyl ion, rhenium, strontium, tellurium, and such other heavy metals as may be prohibited from time to time by the District;

(6) The following heavy metals or the salts thereof in solution or suspension which upon analysis by Standard Methods exceed the concentrations listed below:

<u>Element</u>	<u>mg/kg</u>	<u>Element</u>	<u>mg/kg</u>
Arsenic	0.05	Lead	0.1
Barium	5.0	Manganese	1.0
Boron	1.0	Mercury	0.005
Cadmium	0.02	Nickel	1.0
Chromium	5.0	Selenium	0.02
Copper	1.0	Silver	0.1
Zinc	5.0		

or

(7) Any other heavy metals or toxic materials except upon the conditions of pretreatment, concentration, volumes and other applicable standards prescribed by the District or by applicable statutes, laws, rules or regulations.

V. Garbage. No person may discharge garbage into the Waste Disposal System unless it is properly shredded garbage. The District may review and approve the installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 H.P. metric) or greater.

VI. Drainage and Storm Water. No person may discharge into the Waste Disposal System drainage or storm waters.

VII. Temperature. No person may discharge into the Waste Disposal System liquid or vapors having a temperature higher than 150 degrees Fahrenheit (66 degrees Centigrade), or any substance which causes the temperature of the composite waste received in the treatment works influent to increase at the rate of 10 degrees Fahrenheit or more per hour or to exceed an influent temperature of 110 degrees Fahrenheit.

VIII. Radioactive Waste. No person may discharge into the Waste Disposal System radioactive materials or isotopes with a transient concentration higher than 100 microcuries per liter.

IX. Supervision. If the District or its designated representative determines that a discharge or a proposed discharge into the Waste Disposal System may deleteriously affect the Waste Disposal System or receiving waters, or create a hazard to life or health, or create a public nuisance, it may require:

(1) Pretreatment to an acceptable condition for discharge into the Waste Disposal System;

(2) Control over the quantities and rates of discharge; and

(3) Waste surcharge payments sufficient to compensate the District for the cost of handling and treating the waste.

If pretreatment or control is required by the District, it shall review and approve the design and installation of the equipment and processes in conformity with all applicable laws and regulatory requirements. Any person responsible for discharges requiring such pretreatment or control facilities shall provide and maintain such facilities in effective operating condition. Waste surcharge payments shall be determined by the District on an as needed basis.

X. Traps. Discharges requiring a trap include, but are not limited to, grease, oil, sand or flammable waste. Any person responsible for a discharge requiring a trap shall, as required by the District, provide equipment and facilities of a type and capacity approved by the District, locate the trap in a manner that provides ready and easy access for cleaning and inspection, and maintain the trap in effective operating condition.

XI. Industrial Waste Charges. In addition to the wastewater service charges made by the District, the District shall make to customers discharging industrial waste into their sanitary sewer collection systems or into the Waste Disposal System the industrial waste charges provided for herein. If the District determines that the volume or the character of industrial waste to be treated by the District's Waste Disposal System will not cause overloading of the Waste Disposal System, the person responsible for the discharge of industrial waste shall nevertheless pay equitable industrial waste charges sufficient to provide payment for the amortization of all capital expenses for the collection and treatment of industrial waste (including new capital expenses and a proportionate share of the value of the existing Waste Disposal System used in handling and treating the industrial waste, but taking into account amortization costs resulting from annual tax payments) and operation and maintenance costs including salaries and wages, power cost, cost of chemicals and supplies, allowances for maintenance, depreciation, overhead and administrative and general expense. For such purposes, amortization shall be considered to be completed in a thirty-year period. Industrial waste charges shall be calculated by the following formula:

$$X = aA + bB + cC$$

Where X = charges to industrial user, \$/yr.

a = unit cost of transportation and treatment chargeable to volume, \$/1000 gal.

b = unit cost of treatment chargeable to B.O.D., \$/lb.

c = unit cost of treatment chargeable to suspended solids (including sludge), \$/lb.

A = volume of waste from industrial user, 1000 gal./yr.

B = amount of B.O.D. from industrial user, lbs./yr.

C = amount of suspended solids from industrial user, lbs./yr.

The initial coefficients of charge for use in the foregoing formula shall be determined at such time as the District determines that the volume or characteristics of industrial waste discharged into the District's Waste Disposal System necessitates additional treatment. Thereafter, the District shall review and, if appropriate, adjust the industrial waste charges at least annually to reflect changes in the characteristics of the industrial waste based upon the results of sampling and testing. The District shall also review at least annually the basis for determining industrial waste charges and shall adjust the unit treatment costs in the above formula to reflect increases or decreases in the waste treatment costs based upon the previous year's experience. Increases in industrial waste charges shall be retroactive for two billing periods and shall continue for six (6) billing periods unless subsequent tests determine that the charges should be further increased. The District shall bill its customers in a manner which will show industrial waste charges as a separate item from wastewater service charges.

XII. Disconnection of Service. In the event a customer of the District's Waste Disposal System fails to make timely payment of the District's wastewater service charges or industrial waste charges, or in the event waste is discharged into the District's Waste Disposal System in violation of the provisions hereof, the District reserves the right to disconnect the customer from the Waste Disposal System and to continue disconnection until such time as payment has been made or adequate assurances or pretreatment or control facilities have been installed to permit compliance with the provisions hereof.

XIII. Sampling; Testing; Inspection; Right of Entry. The District or its duly authorized agent or representative may enter at reasonable times and upon proper notice any lands or premises served or proposed to be served by the Waste Disposal System for the purposes of carrying out and determining compliance with the provisions hereof. Sampling and testing shall be conducted in accordance with customarily accepted methods, reflecting the effects of constituent wastes upon the Waste Disposal System and the existence of hazards to health, life, limb, or property. Examination and analysis of the characteristics of water and waste shall be conducted in accordance with Standard Methods (or such other manual of operations as the District may adopt from time to time, or as determined in accordance with the latest rules of the Texas Commission on Environmental Quality) and shall be determined from suitable samples taken at control points selected by the District. The cost of the District's sampling and testing shall be charged to the customer.

XIV. Effect of Regulations; Amendment. The provisions hereof are to be deemed and construed as regulatory requirements supplementary and in addition to all laws, rules, regulations, ordinances or licenses now in effect or hereafter passed, adopted or promulgated by any regulatory agency, federal, state or local, having jurisdiction over the District's Waste Disposal System including, without limitation, the Federal Water Pollution Control Act Amendments of 1972, the Texas Water Quality Act, the rules and regulations of the Environmental Protection Agency concerning effluent limitations, guidelines and pretreatment standards for meat products point sources, as published in 38 Federal Register 29858, et seq., on October 29, 1973, and the rules and regulations of the Environmental Protection Agency concerning industrial waste discharges into municipal systems, as published in 38 Federal Register 30982, et seq., on November 8, 1973. The provisions hereof are subject to amendment, repeal or alteration from time to time by the Board of Directors of the District.

XV. ENFORCEMENT OF THESE RULES AND REGULATIONS AND PENALTIES

A. Enforcement

- (1) Pursuant to Section 54.206, Texas Water Code, the Rules and Regulations shall be recognized by the courts of the State of Texas as if they were penal ordinances of a city.
- (2) Pursuant to Section 54.209, Texas Water Code, enforcement of the Rules and Regulations shall be by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office is located.

B. Penalties

- (1) Water and sanitary sewer service shall not be provided by the District until the requirements with respect to Water Taps and Sewer Taps and inspections have been met and, with respect to Sewer Taps, a written permit or permits have been granted.
- (2) Breach of the Rules and Regulations shall result in the payment of a fine to the District by the offending party in the amount of \$200 per violation and payment to the District of any costs incurred by the District in connection with any repairs or corrections necessitated by any such breach.

RULES AND REGULATIONS GOVERNING  
GREASE AND LINT TRAPS IN FOOD HANDLING  
ESTABLISHMENTS, PUBLIC CAR WASHES,  
AUTOMOTIVE SERVICING AND/OR REPAIR ESTABLISHMENTS,  
PUBLIC WASHATERIAS AND HAIR CUTTING SHOPS

Section 1. “Establishment” means any business within the District which shall process, prepare or serve food and which processing, preparing or serving results in a discharge of water into the sewer system of the District during any part of such operation or service, and shall also mean public car washes, automotive servicing and/or repair establishments, public washaterias and hair cutting shops which discharge water into the sewer system of the District during any of said operations.

Section 2. Each Establishment shall be required to have a grease and/or lint trap (“Trap”) which fulfill the requirements of these Rules and Regulations and which shall be in compliance with requirements as established by the City of Houston (“CofH”). Specifications and requirements for such Trap shall be as follows:

- A. Each small food Establishment with no fixed seating, including, but not limited to sandwich or coffee shops, donut shops, small bakeries and pastry shops and other small Establishments processing, preparing, or serving food, either individually, bulk or carry out, shall have a Trap constructed pursuant to specifications as set out in CofH Drawing No. 533-S.
- B. Each food Establishment where food is served to customers on premises and where the occupant load is less than 100 occupants, shall have a Trap constructed pursuant to specifications as set out in CofH Drawing No. 534-S.
- C. Each food Establishment where food is served to customers on premises and where the occupant load is more than 100 and less than 300 occupants, shall have a Trap constructed pursuant to specifications as set out in CofH Drawing No. 531-S.
- D. Each food Establishment where food is served to customers on premises and where the occupant load is more than 300 occupants, shall have a Trap designed by a registered professional engineer and submitted to the Engineer for the District for his approval.
- E. Each public car wash and automobile servicing and/or repair establishment of six (6) bays or less shall have a Trap constructed pursuant to specifications as set out in CofH Drawing No. 359-S-1.
- F. Each public car wash and automobile servicing and/or repair establishment of more than six (6) bays shall have a Trap designed by a registered professional engineer and submitted to the Engineer for the District for his approval.

- G. Each public washateria shall have a Trap constructed pursuant to the applicable drawing attached hereto. The drawing and therefore the specifications which are applicable shall be determined by the size of the washateria as follows:
  - (1) For washaterias having 10 or less machines, see CofH Drawing 533-S.
  - (2) For washaterias having 11 to 20 machines, see CofH Drawing 534-S.
  - (3) For washaterias having more than 20 machines, see CofH Drawing 531-S.
- H. Each hair cutting shop shall have a Trap constructed pursuant to specifications as set out in CofH Drawing 533-S.
- I. Any Commercial type laundry shall have a Trap designed by a registered professional engineer and submitted to the Engineer for the District for his approval.

Section 3. Each Establishment shall clean traps periodically as necessary to maintain and be in compliance with standards as set out herein and in any event shall clean such trap not less than once each week if such Trap is designated pursuant to CofH Drawing 534-S or 539-S-1, and not less than once each month if such Trap is designated pursuant to CofH Drawing 533-S or 531-S.

Section 4. Each Establishment subject to the conditions hereof shall:

- A. Maintain a sampling well with easy access for inspectors. The sampling well to be installed per applicable CofH Drawing No. 516-S or 516-S-1.
- B. Maintain records on premises of all gallonage removed from the Trap.
- C. Maintain records on premises of all trip tickets in connection with disposal from the trap.
- D. Make available the records required in Section 4B and C above, to inspectors for the District when requested and as authorized hereinbelow.

Section 5. The District, from time to time as it deems necessary, may have its designated representative inspect any Trap subject hereto, which inspection however shall be during the normal business hours of the Establishment being inspected. During such inspection, the representative shall have the right to inspect the sampling well and take samples therefrom and to inspect all records maintained in connection with the Trap as required herein. The cost of each such inspection shall be charged to the Establishment.

Section 6. No Establishment subject to these Rules and Regulations shall allow a discharge into the sewer system, when such discharge shall consist of more than two hundred (200) milliliters of grease or oil per one (1) liter of discharged water.

SCHEDULE A

RATES FOR RESIDENTIAL CUSTOMERS AND MULTI-FAMILY UNITS

Monthly Water Service Rates  
(per meter per month)

<u>Gallons</u>	<u>Amount</u>
Minimum 10,000 gallons	\$11.00
10,001 gallons to 20,000 gallons	\$1.25 per 1,000 gallons;
20,001 gallons to 30,000 gallons	\$1.50 per 1,000 gallons;
30,001 gallons to 40,000 gallons	\$1.80 per 1,000 gallons; and
40,001 gallons and above	\$2.50 per 1,000 gallons

Effective July 1, 2014, the District will add a surcharge to the monthly water service rate equal to the groundwater pumpage fee that is charged by the North Harris County Regional Water Authority (the “Authority”), as revised yearly, less \$0.25 per 1,000 gallons of water used. This fee will be a separate line item on the District’s water bills, and will adjust at the same time the fee charged by the Authority changes.

Multi-family Units served by a master meter shall be charged as follows: The total number of gallons metered shall be divided by the number of units to determine the average usage per unit. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder. The rate specified above shall then be applied to such average usage to determine the charge per unit. The charge per unit shall then be multiplied by the applicable number of units to determine the total amount to be charged.

Monthly Sewer Service Rates

<u>Gallons</u>	<u>Amount</u>
Minimum 30,000 gallons	\$20.00
30,001 gallons to 40,000 gallons	\$1.00 per 1,000 gallons
40,001 gallons and above	\$2.00 per 1,000 gallons

For any Multi-Family Unit complex operating within the boundaries of the District, the applicable rates above for sanitary sewer service shall be multiplied by 200% for each apartment unit if the owner of such apartment property complex and related facilities are deemed non-taxable entities for the purpose of paying ad valorem taxes.

RATES FOR HUMBLE ISD SCHOOL CUSTOMERS  
AND COMMUNITY IMPROVEMENT ASSOCIATION CUSTOMERS

Monthly Water Service Rates  
(per meter per month)

<u>Gallons</u>	<u>Amount</u>
Minimum 10,000 gallons	\$10.00
10,001 gallons to 20,000 gallons	\$1.25 per 1,000 gallons;
20,001 gallons to 30,000 gallons	\$1.50 per 1,000 gallons;
30,001 gallons to 40,000 gallons	\$1.80 per 1,000 gallons; and
40,001 gallons and above	\$2.50 per 1,000 gallons

Effective July 1, 2014, the District will add a surcharge to Humble ISD's and the Community Improvement Association's monthly water service rate equal to the groundwater pumpage fee that is charged by the North Harris County Regional Water Authority (the "Authority"), as revised yearly, less \$0.25 per 1,000 gallons of water used. This fee will be a separate line item on the District's water bills, and will adjust at the same time the fee charged by the Authority changes.

Monthly Sewer Service Rates\*

<u>Gallons</u>	<u>Amount</u>
Minimum 30,000 gallons	\$20.00
30,001 gallons to 40,000 gallons	\$1.00 per 1,000 gallons
40,001 gallons and above	\$2.00 per 1,000 gallons

\* As provided in Section IV.C. of this Order, no sanitary sewer charge shall be made for sprinkler system connections.

## RATES FOR COMMERCIAL CUSTOMERS

### Monthly Water Service Rates (per meter per month)

<u>Gallons</u>	<u>Amount</u>
Minimum 10,000 gallons	\$22.00
10,001 to 20,000 gallons	\$2.00 per 1,000 gallons
20,001 to 40,000 gallons	\$3.00 per 1,000 gallons
40,001 and above	\$4.00 per 1,000 gallons

Effective July 1, 2014, the District will add a surcharge to the monthly water service rate equal to the groundwater pumpage fee that is charged by the North Harris County Regional Water Authority (the "Authority"), as revised yearly, less \$0.25 per 1,000 gallons of water used. This fee will be a separate line item on the District's water bills, and will adjust at the same time the fee charged by the Authority changes.

### Monthly Sewer Service Rates

<u>Gallons</u>	<u>Amount</u>
Minimum 10,000 gallons	\$32.00
10,001 gallons and above	\$1.50 per 1,000 gallons

### DELINQUENT LETTER CHARGE

Delinquent Letter charge - \$10.00 per letter

Disconnection of Service Letter Fee - \$10.00 per letter

Door hanger disconnection notification fee - \$10.00 per door hanger

### CHARGES FOR RECONNECTION

Disconnect Fee - \$50.00

Reconnect Fee - \$50.00 (to be paid prior to reconnecting)

Removal of Meter/Reinstallation of Meter - \$100.00 (to be paid prior to reinstallation)

Illegal Connection Fee - \$200.00

### SECURITY DEPOSITS

Application and New Account Set-Up Fee - \$25.00

Homeowner - \$100.00

Renter of residential property - \$200.00

Commercial customer-twice the estimated average monthly usage, as estimated by the District's operator

### RETURNED CHECK CHARGE

Returned check charge - \$35.00

### GREASE AND LINT TRAP INSPECTION FEE

Grease and lint trap inspection fee - \$40.00

\* \* \* \*

**NOTE:** Any health hazard condition such as an ongoing water line leak or an unauthorized sewer discharge (i.e. homeowner sewer back-up discharging onto the ground), will result in termination of water service and the removal of the homeowner's or business' water meter.

**NOTE:** The maintenance of all water and sewer pipes and fittings installed by a builder is the responsibility of the property owner.



## ENGINEERING REPORT

March 17, 2026

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

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

District Engineer

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

**a. Wastewater Treatment Plant**

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

Submittal reviews ongoing.

Steel beams recoated.

Metal sheeting replaced on back of building. Metal sheeting/roof replaced on garage.

**Sanitary Sewer Rehabilitation:**

Harris County/Harris County Flood Control comments addressed. Plans resubmitted last week.

Anticipate design plans 90% complete by the end of March.

Anticipate design plans 100% complete by mid-April.

**b. Capital Improvement Plan: No Update.**

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

Final inspection held on February 26, 2026.

Waiting on one punch list item to be addressed.

Exhibit H

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**d. Interconnect With HCMUD 46**

Design ongoing. Anticipate design plans 60% complete by the end of April.

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

Final inspection held on February 26, 2026.

All punch list items addressed.

**Action Item: Pay Estimate No.11 is recommended in the amount of \$8,010.00.**

**f. Water Plant No. 1 and 2 Electrical Improvements**

Anticipate 90% design plans by the end of April.

**g. Woodland Hills Tract: No Update**

**h. Annual Tank Inspections: Update**

TANK	FILE NAME AND FILE LINK	RECOMMENDATIONS
1M EST 1	HCMUD109_WP1_1M_EST_1_2025  <a href="#">Tank Report</a>	<ul style="list-style-type: none"> <li>• The cathodic protection system is operating as designed. The rectifier unit should be inspected at least once a month by the operator to verify that it is operating correctly and that the proper tank-to-water potentials are being maintained.</li> <li>• At this time, gasket material should be added to the wet bowl hatches to prevent intrusion into the tank.</li> <li>• The district should consider adding a safety device to the wet bowl ladder at the next major rehabilitation project.</li> <li>• The tank should be evaluated one year from the time of this evaluation to stay within compliance of TCEQ section 290.46(m)(1) and to monitor conditions of the tank.</li> </ul>

<p>420K GST 1</p>	<p>HCMUD109_WP2_420K_GST_1_2025</p> <p><a href="#">Tank Report</a></p>	<ul style="list-style-type: none"> <li>• At this time, no corrective action is recommended.</li> <li>• The tank should be evaluated one year from the time of this evaluation to stay within compliance of TCEQ section 290.46(m)(1) and to monitor conditions of the tank.</li> </ul>
<p>1M EST 1</p>	<p>HCMUD109_WP2_1M_EST_1_2025</p> <p><a href="#">Tank Report</a></p>	<ul style="list-style-type: none"> <li>• The cathodic protection system is operating in manual mode due to the permanent reference cells being out of calibration. The rectifier unit should be inspected at least once a month by the operator to verify that it is operating correctly and that the proper tank-to-water potentials are being maintained.</li> <li>• At this time, the cathodic protection system permanent reference cells should be replaced.</li> <li>• The tank should be evaluated one year from the time of this evaluation to stay within compliance of TCEQ section 290.46(m)(1) and to monitor conditions of the tank.</li> </ul>

i. Capacity Commitments- No Update



February 26, 2026

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

Attention: Fandi Tjhiu

Re: **Pay Estimate No. 11**  
Harris County MUD 109  
Water Plant No. 1 Ground Storage Tank Replacement  
BGE Job No. 13006-00

Dear Mr. Tjhiu:

Enclosed herewith is **Pay Estimate No. 11** from Schier Construction Company, Inc. for work performed on the referenced project for the period indicated. I have reviewed the quantities completed and submitted for payment, and recommend that this estimate be processed for payment. The enclosed estimate is for your further handling and processing.

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

Sincerely,

A handwritten signature in blue ink that reads 'Michael R. Barrette'.

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

TBPE Registration No. F-1046

cc: Nick Figueroa – Schier Construction Company, Inc.  
Jim Schier – Schier Construction Company, Inc.  
Dimitri Millas – Norton Rose Fulbright US LLP  
Brenda Presser – Norton Rose Fulbright US LLP  
Chris Meinhardt, PE – BGE  
Aaron Orozco, PE – BGE  
Abby Johnson – Municipal Accounts & Consulting, LP  
HC109@municipalaccounts.com

\\bgeinc\data\TXH\Projects\Districts\HCMUD109\13006-00-Water Plant No 1\_GST Replacement\PW\03\_Constr\07\_Pay\_Est\PE11.docx

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

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

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

Attention: Fandi Tjhiu

Attention: Nick Figueroa

Pay Estimate No. 11  
Original Contract Amount: \$ 1,273,900.00  
Change Orders: \$ -  
Current Contract Amount: \$ 1,273,900.00  
Completed to Date: \$ 1,253,710.00  
Retainage 10% \$ 125,371.00  
Balance: \$ 1,128,339.00  
Less Previous Payments: \$ 1,120,329.00  
Current Payment Due: \$ 8,010.00

BGE Job No. 13006-00  
Estimate Period: 01/27/26 - 02/24/26  
Contract Date: February 18, 2025  
Notice to Proceed: March 3, 2025  
Contract Time: 240 Calendar Days  
Time Charged: 327 Calendar Days  
Requested Time Extensions: 63 Calendar Days  
Approved Extensions: 0 Calendar Days  
Time Remaining: -87 Calendar Days

Recommended for Approval:



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

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 11

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

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 11

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

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 11

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
	RCP	1.00	LS	\$ 2,400.00	\$ 2,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Demo Paving	1.00	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00
	Paving	1.00	LS	\$ 33,100.00	\$ 33,100.00	0.00	\$ -	1.00	\$ 33,100.00	1.00	\$ 33,100.00
	Sidewalk	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00
	Final Grading	1.00	LS	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	1.00	\$ 15,000.00	1.00	\$ 15,000.00
	Hydromulch	1.00	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	1.00	\$ 2,000.00
	Bollards	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	1.00	\$ 4,000.00
8.	Electrical conduit, controls, wiring, duct banks, pull box, SPD for existing well and service entrance, proposed GST appurtenances, ground wells, pavement replacement for conduit runs, and all electrical incidentals; Complete in Place.										
	Mobilization	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
	Underground Conduit	1.00	LS	\$ 19,000.00	\$ 19,000.00	0.00	\$ -	1.00	\$ 19,000.00	1.00	\$ 19,000.00
	Above Ground Conduit	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
	Grounding	1.00	LS	\$ 15,600.00	\$ 15,600.00	0.00	\$ -	0.83	\$ 13,000.00	0.83	\$ 13,000.00
	SDP	1.00	LS	\$ 13,000.00	\$ 13,000.00	0.00	\$ -	1.20	\$ 15,600.00	1.20	\$ 15,600.00
	Wire	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	1.00	\$ 8,000.00	1.00	\$ 8,000.00
9.	Trench Safety System, Complete in Place	1.00	LS	\$ 100.00	\$ 100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
10.	Storm Water Pollution Prevention Plan; Complete in Place.	1.00	LS	\$ 1,800.00	\$ 1,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	<b>UNIT A: BASE BID ITEMS - SUBTOTAL</b>				\$ 1,199,600.00		\$ 8,900.00		\$ 1,186,400.00		\$ 1,195,300.00
	<b><u>UNIT B: SUPPLEMENTAL BID ITEMS</u></b>										
1.	As directed, Excavation and Disposal of Existing Soil per Geotech Recommendation during Construction, Complete In Place (\$15.00 per CY minimum)	170.00	CY	\$ 15.00	\$ 2,550.00	0.00	\$ -	170.00	\$ 2,550.00	170.00	\$ 2,550.00

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 11

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

Harris County MUD No. 109  
 WP No. 1 GST Replacement  
 BGE Job No. 13006-00  
 Pay Estimate No. 11

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
12.	"Extra" as directed, 12-Inch C905-DR18 PVC Pipe (all depths), Complete In Place (\$110.00 per LF minimum)	50.00	LF	\$ 110.00	\$ 5,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
13.	"Extra" as directed, Electrical Improvements, Complete In Place (\$8,000.00 minimum)	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	4.98	\$ 39,860.00	4.98	\$ 39,860.00
14.	"Extra" as directed, Water Plant Improvements, Complete In Place (\$5,000.00 minimum)	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.84	\$ 9,200.00	1.84	\$ 9,200.00
<b>UNIT B: SUPPLEMENTAL BID ITEMS - SUBTOTAL</b>					\$ 74,300.00		\$ -		\$ 58,410.00		\$ 58,410.00
Total Contract Amount:					\$ 1,273,900.00						
Change Order No. 1					\$ -		\$ -		\$ -		\$ -
<b>Totals:</b>					\$ 1,273,900.00		\$ 8,900.00		\$ 1,244,810.00		\$ 1,253,710.00



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

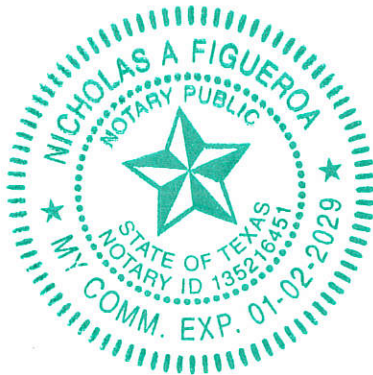
Executed this 25th day of February, 2026.

SCHIER CONSTRUCTION COMPANY, INC

By: *James E. Schier*  
Name James E. Schier  
Printed:  
Title: President

STATE OF TEXAS §  
COUNTY OF Harris §

Subscribed and sworn to before me, the undersigned authority, on this the 25th day of February, 2026, to certify which, witness my hand and seal of office.



*Nicholas A. Figueroa*  
Notary Public, State of Texas  
Notary's Name Printed:  
Nicholas A. Figueroa  
My commission expires: 01/02/2029



# **1,000,000 Gallon Elevated Storage Tank Evaluation**

**District:  
Harris County MUD No. 109  
Water Plant No. 1**

**District Operator:  
Water WasteWater Management Services, Inc.**

**Evaluation Date:  
Monday, December 15, 2025**

# Table of Contents

<b>Section 1 Exterior.....</b>	<b>2</b>
<b>Section 2 Pedestal Interior .....</b>	<b>3</b>
<b>Section 3 Wet Bowl Interior.....</b>	<b>4</b>
<b>Section 4 Cathodic Protection.....</b>	<b>5-6</b>
<b>Section 5 Photos .....</b>	<b>7-11</b>
<b>Section 6 Conclusion/Recommendation .....</b>	<b>12</b>
<b>Section 7 Tank Information .....</b>	<b>13-15</b>

Following the district's approval, BGE, Inc. conducted an overall evaluation of the 1,000,000 Gallon Elevated Storage Tank at Water Plant No. 1 on behalf of Harris County MUD No. 109 on Monday, December 15, 2025. The tank was not drained and was in service. The following information was gathered at the time of the evaluation.

## Section 1 Exterior

- 1.1 Foundation – The foundation appears to be in good overall condition.
- 1.2 Walls – The exterior of the composite tank pedestal walls appears to be in good overall condition. Mild corrosion is located on the door and frame. (See photo 1)
- 1.3 Piping - The exterior piping for the tank appears to be in good overall condition. There is mild corrosion present. (See photo 2)
- 1.4 Roof – The roof appears to be in good overall condition with mild corrosion and topcoat delamination present. During this evaluation, coating and ultrasonic steel thickness measurements were taken on the roof panels. The average coating thickness measured 14 mils with the lowest reading of 9 mils and the highest reading of 22 mils. The ultrasonic readings indicate the average roof panel thickness is 0.223 inches. (See photos 3-4)
- 1.5 Vents – There is one 16” double gooseneck vent and one 24” aluminum mushroom vent located on the roof and one 8” mushroom vent located on the riser tube hatch. Also, there are ten 8” x 24” peripheral shell vents. The vents appear to be in good overall condition with mild corrosion present. The vent screens are present and in good operational order. (See photo 5)
- 1.6 Hatch – There are two 30” diameter access hatches and one 24” diameter inspection hatch located on the roof. The hatches appear to be in good overall condition. There is mild corrosion present. Gasket material is missing from both wet bowl hatches. (See photos 6-8)
- 1.7 Handrails – The handrails are painted angle and appear to be in good overall condition. There is mild corrosion present.

- End of Section -

## Section 2 Pedestal Interior

- 2.1 Interior – The interior walls, ceiling, landings, and riser access tube appear to be in good overall condition.
- 2.2 Piping – The interior dry portion piping appears to be in good overall condition with mild corrosion present. (See photo 9)
- 2.3 Ladder – The ladders appear to be in good overall condition. There is a safety rail and safety cage present that appear to be in good overall condition.
- 2.4 Hatch – There is a 30” diameter wet bowl access hatch that appears to be in good overall condition.

- End of Section -

## Section 3 Wet Bowl Interior

- 3.1 Walls – The interior walls appear to be in good overall condition. There is light staining present.
- 3.2 Ceiling – The ceiling appears to be in good overall condition. There is mild corrosion present.
- 3.3 Rafters – The rafters appear to be in good overall condition. The support rings appear to be in good overall condition with mild corrosion present.
- 3.4 Center Column – The center column appears to be in good overall condition.
- 3.5 Piping – The interior piping appears to be in good overall condition.
- 3.6 Ladder – The ladder appears to be in good overall condition. There is mild corrosion present. No safety rail is present. (See photo 10)
- 3.7 Floor – The tank was not drained, and the floor could not be evaluated at the time of this evaluation.

- End of Section -

## Section 4 Cathodic Protection

- 4.1** Cathodic protection system - The cathodic protection system consists of anodes that are interconnected by a header cable, which runs to a rectifier located in the enclosure below the tank. The rectifiers are “auto-potential” which allows for automatic adjustments to occur in order to keep the system at a preset potential.
- 4.2** Fluctuations in the tank water level and changes in temperature are some reasons why these adjustments would be necessary. Two permanent reference electrodes positioned in the tanks are wired to the rectifier. The depths of the reference electrodes are not known; however, it is common for them to be staggered between 2 – 10 feet from the tank bottom.
- 4.3** Testing Procedures
- The rectifier was inspected for external and internal damage (lightning strikes, etc.).
  - Voltage, current and potential (mV) readings were taken using the permanent reference cells wired to the rectifiers and a high impedance voltmeter.
  - Voltage, current and potential readings from the permanent rectifier meters were recorded.
  - Readings between the permanent and portable meters were compared in order to determine if the rectifier meter was accurate or if any adjustments to the rectifier were necessary.
- 4.4** Basis of adequate cathodic protection - NACE International Standard Practice, SP0388-2014, "Impressed Current Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks", indicates a negative polarized tank-to-water potential of -850 millivolts (mV) or a minimum of 100 (mV) cathodic polarization shift from the native potential relative to a saturated copper/copper sulfate reference cell is required for adequate protection. The polarization shift is determined by comparison of the "native" or unprotected potential, to the "instant off" or IR drop free potential.
- 4.5** Collected data is used to determine if NACE criteria is being achieved. The applicable data is on the following page.

## Cathodic Protection Rectifier Testing Form

<b>LOCATION</b>	HCMUD 109 WP1 EST-1					
<b>DATE</b>	December 15, 2025					
<b>RECTIFIER MODEL</b>	TASCA 30-8-CJ					
<b>AC INPUT</b>	115 V		3.45 A			
<b>DC OUTPUT</b>	30 V		8 A			
<b>S/N</b>	19-731288-16					
	<b>FOUND OPERATING</b>		AUTOMATIC OR MANUAL	<b>LEFT OPERATING</b>		AUTOMATIC OR MANUAL
<b>TAP SETTINGS</b>	<b>COARSE</b>	<b>FINE</b>		<b>COARSE</b>	<b>FINE</b>	
	A	3		A	3	
	<b>SET POINT</b>			<b>SET POINT</b>		
<b>VOLTAGE METER</b>	1.1			2.2		
<b>AMPS METER</b>	.00			.01		
<b>POTENTIAL METER</b>	+467		A	-962		A
	<b>MILLIVOLT SHIFT</b>					
	<b>PERMANENT REFERENCE CELL</b>		<b>PORTABLE REFERENCE CELL</b>		<b>REF-CELL</b>	
<b>NATIVE/OFF</b>	-502		-554		<b>1 OR 2</b>	
<b>INSTANT OFF</b>	-844		-896			
<b>CELL TO CELL</b>	<b>CELL 1</b>	52	<b>CELL 2</b>	33	1	
<b>COMMENTS</b>	THE CATHODIC PROTECTION SYSTEM IS OPERATIONAL. CP SYSTEM IN GOOD CONDITION AND PROVIDING GOOD COVERAGE AS STATED IN THIS REPORT. TASCA CARD WAS BURNT OUT UPON ARRIVAL. TASCA CARD WAS REPLACED.					

- End of Section -

## Section 5 Photos



*Photo 1: Door with corrosion*



*Photo 2: Piping with corrosion*



*Photo 3: Roof with topcoat delamination*



*Photo 4: Roof with corrosion*



*Photo 5: Roof vent with corrosion*



*Photo 6: Roof hatch with missing gasket material and corrosion*



*Photo 7: Roof hatch with corrosion and missing gasket material*



*Photo 8: Roof hatch with corrosion*



*Photo 9: Pedestal piping with corrosion*



*Photo 10: Wet bowl ladder with corrosion*

## Section 6 Conclusion/Recommendation

The 1,000,000 Gallon Elevated Storage Tank is in good overall condition. The tank was not drained, and this evaluation includes data collected from the exterior and from the interior through the roof hatches. Minor staining is located on the interior tank surfaces. On the exterior, there is corrosion on the pedestal door, piping, roof, vents, hatches, and handrails. On the interior, corrosion is located on the ceiling, support ring, and ladder. There is no safety climb on the wet bowl ladder. Also, the wet bowl hatches are missing gasket material.

The permanent and portable reference cell measurements collected on the Harris County MUD No. 109 WP1 EST cathodic protection rectifier indicated the submerged interior surfaces of the tank are receiving adequate levels of cathodic protection per NACE International, SP0388-2014.

As per NACE SP-0388-2014, the rectifier unit should be inspected at least once a month by the operator to verify that it is operating correctly and that the proper tank-to-water potentials are being maintained.

As per NACE SP-0388-2014, all impressed current cathodic protection system components should be completely inspected annually by BGE.

At this time, gasket material should be added to the wet bowl hatches to prevent intrusion into the tank. The district should consider adding a safety device to the wet bowl ladder at the next major rehabilitation project. It is also recommended that the tank be evaluated again one year from the time of this evaluation to stay within compliance of TCEQ section 290.46(m) (1) and to monitor conditions of the tank.

- End of Section -

## Section 7 Tank Information

Tank Manufacturer:	CB & I Constructors, Inc.
Year:	2002
Size:	1,000,000 Gallons
Serial No:	51509
Color:	Concrete
Height:	96-feet, 6-inches
Diameter:	Unknown
Ladder:	Steel with safety rail
Inlet/Outlet Line:	16 inches
Overflow& Drain:	10 inches
Roof hatch:	2 – 30-inch diameter, 1 – 24-inch diameter
Vent:	1 –16-inch double gooseneck, 1 – 24-inch mushroom, 1 – 8-inch mushroom
Handrails:	Painted angle



*Water Plant Site*



*Water Plant Site Overall*



# Potable Water Storage Tank Inspection

Section 290.46(f)(3)(D)(ii) of the Texas Commission on Environmental Quality's Rules and Regulations for Public Water Systems requires documentation of annual ground, elevated, and pressure storage tank maintenance inspections. [See also 290.46(m)(l) and 290.46(m)(2).]

Location:	Harris County MUD No. 109, Water Plant No. 1
Description:	1,000,000 Gallon Elevated Storage Tank
Date and Material of Exterior Coating System:	2020 - AWWA OCS-6 (Carboline)
Date and Material of Internal Coating System	2020 - AWWA ICS-3 (Carboline)

## Exterior of Tank

OK	Problem	N/A	Description
✓			<b>Foundation:</b> settling, cracks, deterioration
1			<b>Protective Coating:</b> rust, pitting, corrosion, leaks
✓			<b>Water Level Indicator:</b> operable, cable access opening protected
✓			<b>Overflow Pipe:</b> flap valve cover accessible, operable, sealed
✓			<b>Access Ladder:</b> loose bolts or rungs
✓			<b>Roof:</b> low spots for ponding water, holes along seams, rust
✓			<b>Air Vents:</b> proper design, screened, sealed edges and seams
✓			<b>Cathodic Protection Anode Plates:</b> secured and sealed
	2		<b>Roof Hatch:</b> proper design, locked, hinge bolts secured, gasket
		✓	<b>Pressure Tank Operational Status:</b> pressure release device, pressure gauge, air-water volume device

## Interior of Tank

OK	Problem	N/A	Description
✓			<b>Water Quality:</b> insects, floating debris, sediment on the bottom
3			<b>Protective Coating:</b> rust, corrosion, scaling
Date:	N/A		<b>Last Inspection of Pressure Tank Interior</b>

## Comments

1. There is corrosion on the door, piping, roof, vents, hatches, and handrails.  
 2. Gasket material is missing on the wet bowl hatch.  
 3. There is corrosion on the ceiling, support ring, and ladder.

The tank was last drained with a full interior evaluation in 2021.

Inspector: Amy Hoke

Date: December 15, 2025



# **1,000,000 Gallon Elevated Storage Tank Evaluation**

**District:  
Harris County MUD No. 109  
Water Plant No. 2**

**District Operator:  
Water WasteWater Management Services, Inc.**

**Evaluation Date:  
Thursday, October 30, 2025**

# Table of Contents

<b>Section 1 Exterior.....</b>	<b>2</b>
<b>Section 2 Pedestal Interior .....</b>	<b>3</b>
<b>Section 3 Wet Bowl Interior.....</b>	<b>4</b>
<b>Section 4 Cathodic Protection.....</b>	<b>5-6</b>
<b>Section 5 Photos .....</b>	<b>7-13</b>
<b>Section 6 Conclusion/Recommendation .....</b>	<b>14</b>
<b>Section 7 Tank Information .....</b>	<b>15-17</b>

Following the district's approval, BGE, Inc. conducted an overall evaluation of the 1,000,000 Gallon Elevated Storage Tank at Water Plant No. 2 on behalf of Harris County MUD No. 109 on Thursday, October 30, 2025. The tank was not drained and was in service. The following information was gathered at the time of the evaluation.

## Section 1 Exterior

- 1.1 Walls – The exterior of the pedestal appears to be in good overall condition. There is light staining present.
- 1.2 Piping – The piping for the tank appears to be in good overall condition with mild corrosion present. (See photo 1)
- 1.3 Roof – The roof appears to be in fair overall condition with mild corrosion present. Also, there is coating delamination visible on the roof. During the evaluation, coating and steel thickness measurements were taken. The average coating thickness measured 13 mils with the lowest reading of 2 mils and the highest reading of 26 mils. The ultrasonic readings indicate the average roof thickness is 0.235 inches. (See photos 2-6)
- 1.4 Vents – There is an 8” double gooseneck vent and a mushroom vent located on the roof and ten 8” x 24” peripheral vents located on the shell that appear to be in fair overall condition. There is mild to moderate corrosion present. The vent screens are present and appear to be in good overall condition. (See photos 7-8)
- 1.5 Hatch – The 30” diameter riser tube hatch and 30” diameter wet bowl hatch appears to be in good overall condition with mild corrosion present. (See photos 9-10)
- 1.6 Handrails – The handrails are painted angle and painted tubular steel that appear to be in good overall condition with coating delamination present.

- End of Section -

## Section 2 Pedestal Interior

- 2.1 Interior – The interior walls, ceiling, landings, and riser access tube appear to be in good overall condition.
- 2.2 Piping – The pedestal interior piping appears to be in good overall condition. There is mild corrosion present. (See photos 11-13)
- 2.3 Ladder – The ladders appear to be in good overall condition. There is a safety rail present that appears to be in good overall condition.
- 2.4 Hatch – There is a 24” diameter wet bowl hatch that appears to be in good overall condition.

- End of Section -

## Section 3 Wet Bowl Interior

- 3.1 Walls – The walls appear to be in good overall condition with heavy staining present.
- 3.2 Ceiling – The ceiling appears to be in good overall condition.
- 3.3 Rafters – The rafters and support rings appear to be in good overall condition.
- 3.4 Center Column – The center column appears to be in good overall condition.
- 3.5 Piping – The interior piping appears to be in good overall condition.
- 3.6 Ladder – The ladder appears to be in good overall condition with mild corrosion present. There is a safety rail present that appears to be in good overall condition. (See photo 14)
- 3.7 Floor – The tank was not drained, and the floor could not be evaluated at the time of this evaluation.

- End of Section -

## Section 4 Cathodic Protection

**4.1** The cathodic protection system consists of vertical anodes that are interconnected by a header cable, which runs to a rectifier located within the enclosure below the tank. The rectifier is “auto-potential” which allows for automatic adjustments to occur in order to keep the system at a preset potential.

Fluctuations in the tank water level and changes in temperature are some reasons why these adjustments would be necessary. Two permanent reference electrodes are positioned just off the internal wall of the tank (6-12 inches) and wired to the rectifier. The depths of the reference electrodes are not known; however, it is common for them to be staggered between 2 – 10 feet from the tank bottom.

### **4.2** Testing Procedures

- The rectifier was inspected for external and internal damage (lightning strikes, etc.).
- Voltage, current and potential (V) readings were taken using the permanent reference cells wired to the rectifier and a high impedance voltmeter.
- Voltage, current and potential readings from the permanent rectifier meter were recorded.
- Readings between the permanent and portable meters were compared in order to determine if the rectifier meter was accurate or if any adjustments to the rectifier were necessary.

**4.3** Basis of adequate cathodic protection - NACE International Standard Practice, SP0388-2014, "Impressed Current Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks", indicates a negative polarized tank-to-water potential of -850 millivolts (mV) or a minimum of 100 (mV) cathodic polarization shift from the native potential relative to a saturated copper/copper sulfate reference cell is required for adequate protection. The polarization shift is determined by comparison of the "native" or unprotected potential, to the "instant off" or IR drop free potential.

Collected data is used to determine if NACE criteria is being achieved and is located on the following page.

## Cathodic Protection Rectifier Testing Form

<b>LOCATION</b>	HCMUD 109 WP2 EST-1					
<b>DATE</b>	October 30, 2025					
<b>RECTIFIER MODEL</b>	AIAI					
<b>AC INPUT</b>	115/230 V		2.4/1.2 A			
<b>DC OUTPUT</b>	20 V		10 A			
<b>S/N</b>	190965					
	<b>FOUND OPERATING</b>		AUTOMATIC OR MANUAL	<b>LEFT OPERATING</b>		AUTOMATIC OR MANUAL
<b>TAP SETTINGS</b>	<b>COARSE</b>	<b>FINE</b>		<b>COARSE</b>	<b>FINE</b>	
	1	3		1	3	
	<b>SET POINT</b>			<b>SET POINT</b>		
<b>VOLTAGE METER</b>	1.3			1.3		
<b>AMPS METER</b>	2.68			2.62		
<b>POTENTIAL METER</b>	-608		<b>A</b>	-920		<b>M</b>
	<b>MILLIVOLT SHIFT</b>					
	<b>PERMANENT REFERENCE CELL</b>		<b>PORTABLE REFERENCE CELL</b>		<b>REF-CELL</b>	
<b>NATIVE/OFF</b>	-86		-418		<b>1 OR 2</b>	
<b>INSTANT OFF</b>	-380		-712			
<b>CELL TO CELL</b>	<b>CELL 1</b>	332	<b>CELL 2</b>	336	1	
<b>COMMENTS</b>	THE CATHODIC PROTECTION SYSTEM IS OPERATIONAL. CP SYSTEM IN GOOD CONDITION AND PROVIDING GOOD COVERAGE AS STATED IN THIS REPORT. THE PERMANENT REFERENCE CELLS ARE OUT OF CALIBRATION, AND NEED REPLACEMENT. CATHODIC SYSTEM LEFT IN MANUAL MODE FOR BEST PROTECTION LEVELS.					

- End of Section -

## Section 5 Photos



*Photo 1: Drain piping with corrosion*



*Photo 2: Roof with corrosion*



*Photo 3: Roof with topcoat delamination and corrosion*



*Photo 4: Roof with coating delamination*



*Photo 5: Roof with coating delamination*



*Photo 6: Roof with coating delamination*



*Photo 7: Roof vent with corrosion*



*Photo 8: Shell vent with corrosion*



*Photo 9: Roof hatch with corrosion*



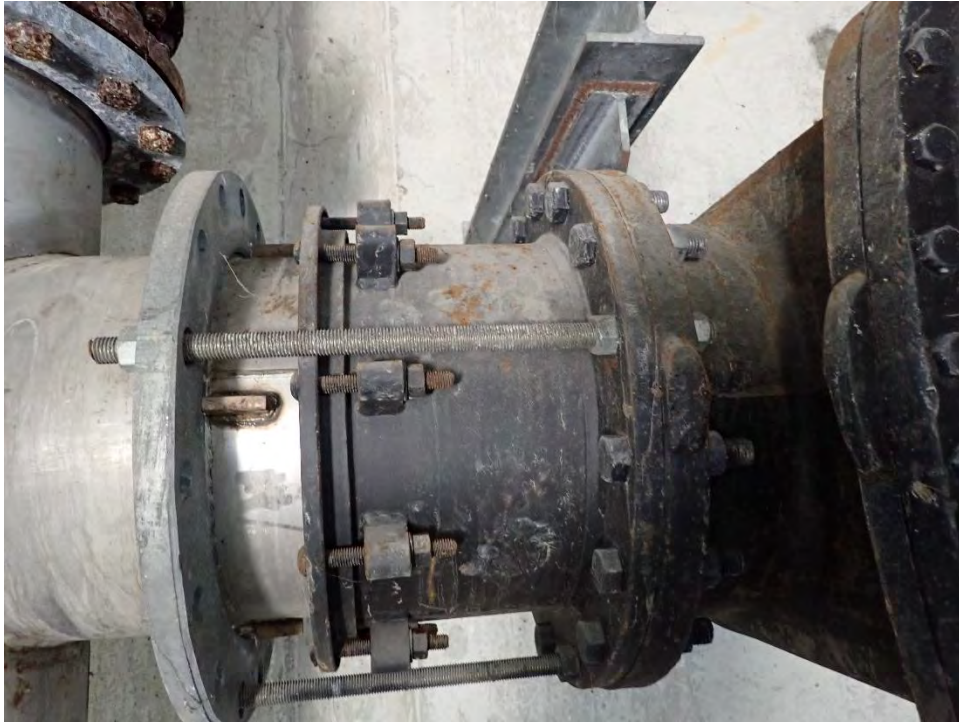
*Photo 10: Roof hatch with corrosion*



*Photo 11: Interior pedestal piping with corrosion*



*Photo 12: Interior pedestal piping with corrosion*



*Photo 13: Interior pedestal piping with corrosion*



*Photo 14: Wet bowl ladder with corrosion*

## Section 6 Conclusion/Recommendation

The 1,000,000 Gallon Elevated Storage Tank appears to be in fair overall condition. The tank was not drained, and this evaluation includes data collected from the exterior and from the interior of the tank through the roof hatch. There is minor staining on the exterior pedestal walls and on the interior wet bowl walls. There is corrosion located on the piping, roof, vents, roof hatches, and wet bowl ladder. Also, coating delamination can be found on the roof and handrails.

The permanent reference cells are out of calibration. The portable reference cell measurements collected on the Harris County MUD 109 EST cathodic protection rectifier indicated the interior surfaces of the tank are receiving adequate levels of cathodic protection per NACE International, SP0388-2014.

As per NACE SP-0388-2014, the rectifier unit should be inspected at least once a month by the operator to verify that it is operating correctly and that the proper tank-to-water potentials are being maintained.

As per NACE SP-0388-2014, all impressed current cathodic protection system components should be completely inspected annually.

At this time, it is recommended that the permanent reference cells be replaced. It is also recommended that the tank be evaluated again one year from the time of this evaluation to stay within compliance of TCEQ section 290.46(m) (1) and to monitor conditions of the tank.

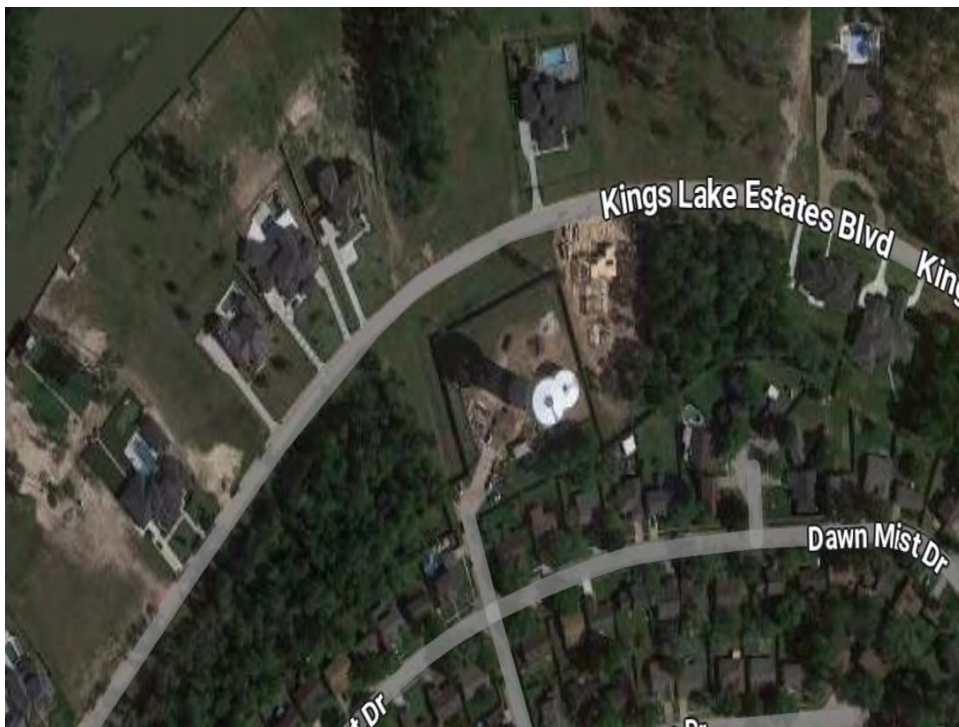
- End of Section -

## Section 7 Tank Information

Tank Manufacturer:	Landmark Structures, Inc.
Year:	1993
Serial No.:	92-211
Size:	1,000,000 Gallons
Diameter:	68 feet, 6 inches
Height:	140 feet
Color:	Light Beige
Foundation:	Concrete
Inlet/Outlet:	16 inches
Overflow & Drain:	16 inches
Roof Hatch:	2 – 30-inch diameter
Vent:	1 –8-inch double gooseneck, 1 – Mushroom
Handrails:	Painted angle and tubular



*Water plant site*



*Water plant site overall*



# Potable Water Storage Tank Inspection

Section 290.46(f)(3)(D)(ii) of the Texas Commission on Environmental Quality's Rules and Regulations for Public Water Systems requires documentation of annual ground, elevated, and pressure storage tank maintenance inspections. [See also 290.46(m)(l) and 290.46(m)(2).]

Location:	Harris County MUD No. 109, Water Plant No. 2
Description:	1,000,000 Gallon Elevated Storage Tank
Date and Material of Exterior Coating System:	2019 - AWWA OCS-6 (Carboline)
Date and Material of Internal Coating System	2019 - AWWA ICS-4 (Carboline)

## Exterior of Tank

OK	Problem	N/A	Description
✓			<b>Foundation:</b> settling, cracks, deterioration
1			<b>Protective Coating:</b> rust, pitting, corrosion, leaks
✓			<b>Water Level Indicator:</b> operable, cable access opening protected
✓			<b>Overflow Pipe:</b> flap valve cover accessible, operable, sealed
✓			<b>Access Ladder:</b> loose bolts or rungs
✓			<b>Roof:</b> low spots for ponding water, holes along seams, rust
✓			<b>Air Vents:</b> proper design, screened, sealed edges and seams
✓			<b>Cathodic Protection Anode Plates:</b> secured and sealed
✓			<b>Roof Hatch:</b> proper design, locked, hinge bolts secured, gasket
		✓	<b>Pressure Tank Operational Status:</b> pressure release device, pressure gauge, air-water volume device

## Interior of Tank

OK	Problem	N/A	Description
✓			<b>Water Quality:</b> insects, floating debris, sediment on the bottom
2			<b>Protective Coating:</b> rust, corrosion, scaling
Date:		N/A	<b>Last Inspection of Pressure Tank Interior</b>

## Comments

1. There is corrosion on the piping, roof, vents, and roof hatches.  
 2. There is corrosion on the ladder.

Note:  
 Tank was rehabbed in 2019  
 Tank was last drained in April 2024

Inspector: Amy Hoke

Date: October 30, 2025



# **420,000 Gallon Ground Storage Tank No. 1 Evaluation**

**District:  
Harris County MUD No. 109  
Water Plant No. 2**

**District Operator:  
Water WasteWater Management Services, Inc.**

**Evaluation Date:  
Wednesday, December 10, 2025**

# Table of Contents

<b>Section 1 Exterior.....</b>	<b>2</b>
<b>Section 2 Interior .....</b>	<b>3</b>
<b>Section 3 Photos .....</b>	<b>4-9</b>
<b>Section 4 Conclusion/Recommendation .....</b>	<b>10</b>
<b>Section 5 Tank Information .....</b>	<b>11-13</b>

Following the district's approval, BGE, Inc. conducted an overall evaluation of the 420,000 Gallon Ground Storage Tank No. 1 at Water Plant No. 2 on behalf of Harris County MUD No. 109 on Wednesday, December 10, 2025. The tank was not drained and was in service. The following information was gathered at the time of the evaluation.

## Section 1 Exterior

- 1.1 Foundation – The foundation of the tank is a concrete ring style that appears to be in good overall condition with cracking and spalling present. (See photo 1)
- 1.2 Walls – The exterior walls appear to be in good overall condition with staining and mild corrosion present. There is a 42" x 48" flush cleanout hatch and a 30' diameter manway that appear to be in good overall condition. During the evaluation, coating and steel thickness measurements were taken. The average coating thickness measured 10 mils with the lowest reading of 6 mils and the highest reading of 14 mils. The ultrasonic readings indicate the average wall thickness is 0.264 inches. (See photos 2-3)
- 1.3 Piping – The associated piping for the tank appears to be in good overall condition with mild corrosion present. The yard piping appears to be in good overall condition. There is mild corrosion visible. (See photos 4-6)
- 1.4 Ladder – The exterior ladder is a galvanized steel style ladder with a safety cage and lockable style panel that appears to be in good overall condition. There is mild corrosion on the safety cage. (See photo 7)
- 1.5 Roof – The roof appears to be in good overall condition with heavy staining present. During the evaluation, coating and steel thickness measurements were taken on the roof panels. The average coating thickness measured 7 mils with the lowest reading of 3 mils and the highest reading of 10 mils. The ultrasonic readings indicate the average roof panel thickness is 0.116 inches. (See photo 8)
- 1.6 Vent – There is a 30" double gooseneck vent on the roof that appears to be in good overall condition with mild corrosion present. The vent screens are in good overall condition. (See photo 9)
- 1.7 Roof Hatch – There is one 36" x 36" access hatch and one 36" x 36" inspection hatch on the roof that appear to be in good overall condition with mild corrosion present. Gasket material is present and in good overall condition. (See photo 10)
- 1.8 Handrails – The handrails are galvanized tubular steel style and appear to be in good overall condition.

- End of Section -

## Section 2 Interior

- 2.1 Walls – The interior walls appear to be in good overall condition with heavy staining present.
- 2.2 Ceiling – The ceiling appears to be in good overall condition. There is mild corrosion present.
- 2.3 Rafters – The rafters appear to be in good overall condition with mild corrosion present.
- 2.4 Center Support – The center support appears to be in good overall condition. There is heavy staining present.
- 2.5 Piping – The interior piping appears to be in good overall condition with heavy staining and mild corrosion present. (See photo 11)
- 2.6 Ladder – The interior ladder appears to be in good overall condition. There is mild corrosion present. There is a safety rail on the interior ladder that appears to be in good overall condition. (See photo 12)
- 2.7 Floor – The tank was not drained, and the floor was not within the scope of this evaluation. The tank will be due for draining with a full interior evaluation in 2029.

- End of Section -

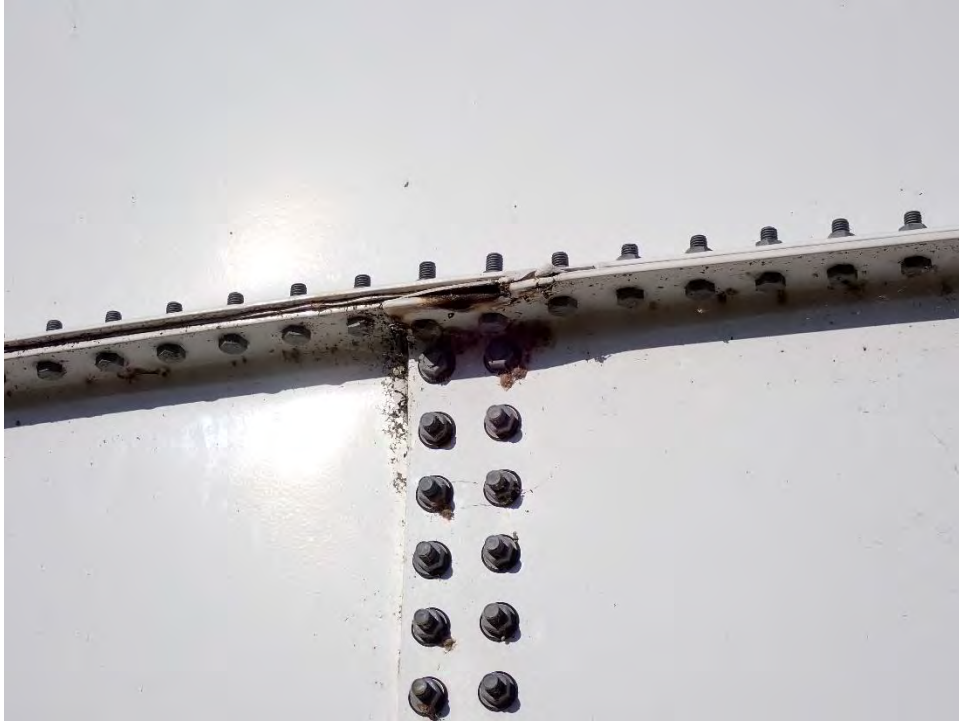
## Section 3 Photos



*Photo 1: Foundation with spalling*



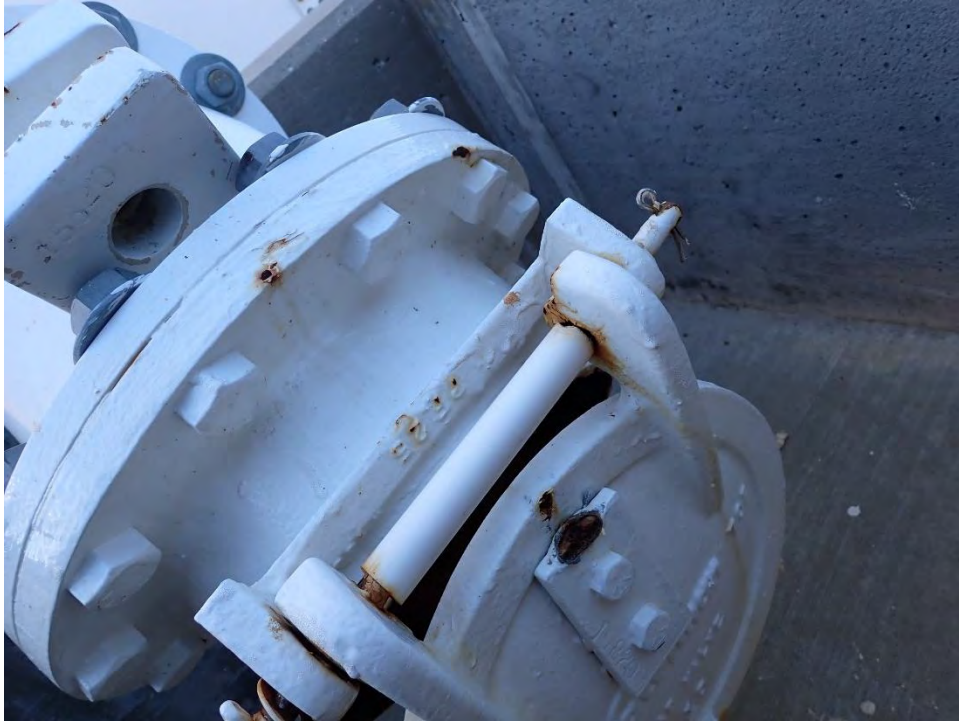
*Photo 2: Tank wall with corrosion*



*Photo 3: Tank wall with corrosion*



*Photo 4: Tank piping with corrosion*



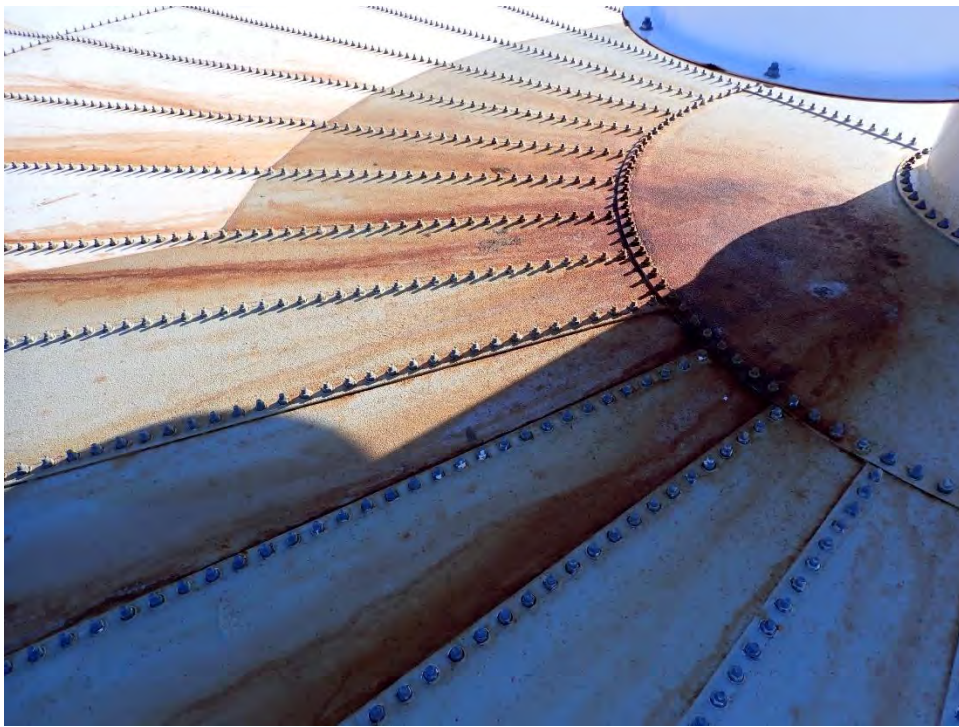
*Photo 5: Tank piping with corrosion*



*Photo 6: Yard piping with corrosion*



*Photo 7: Safety cage with corrosion*



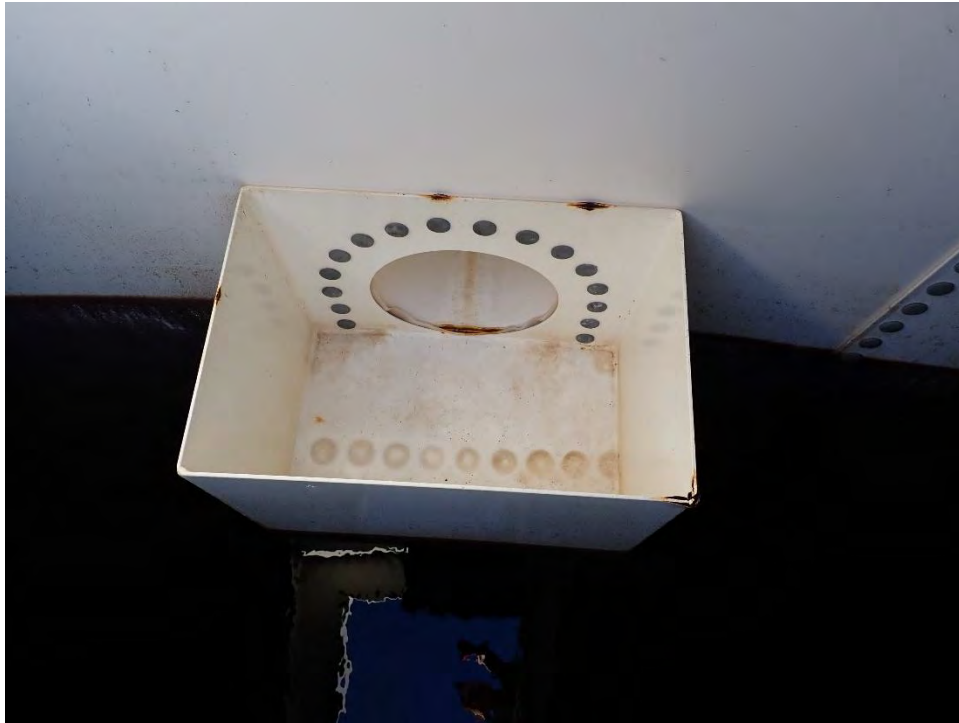
*Photo 8: Roof with staining*



*Photo 9: Roof vent with corrosion*



*Photo 10: Roof hatch with corrosion*



*Photo 11: Overflow weir with corrosion*



*Photo 12: Ladder with corrosion*

## Section 4 Conclusion/Recommendation

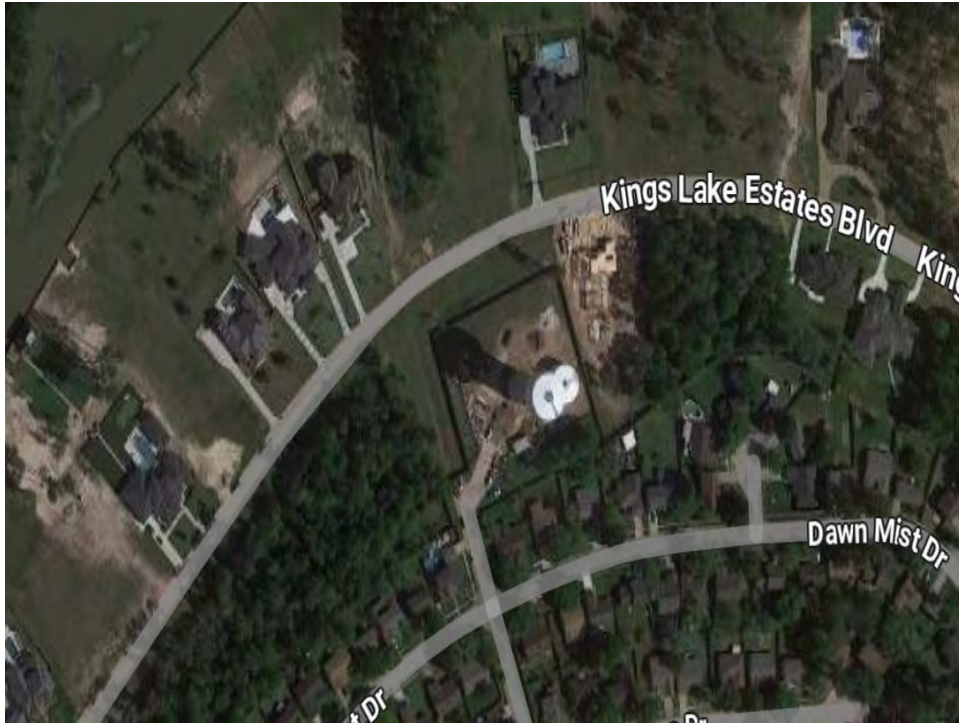
The 420,000 Gallon Ground Storage Tank appears to be in good overall condition. The tank was not drained, and this evaluation includes data collected from the interior through the roof hatches and from the exterior of the tank. Minor cracking and spalling are located on the foundation. There is minor staining on the interior and exterior tank surfaces. On the exterior, corrosion is located on the walls, piping, safety cage, vent, and roof hatches. On the interior, there is corrosion on the ceiling, rafters, overflow weir, and ladder.

At this time, no corrective action is recommended. However, it is recommended that the tank be evaluated again one year from the time of this evaluation to stay within compliance of TCEQ section 290.46(m) (1) and to monitor conditions of the tank.

- End of Section -

## Section 5 Tank Information

Size:	420,000 Gallons
Year:	2021
Diameter:	55 feet
Height:	24 feet
Color:	Galvanized Steel
Foundation:	Concrete
Fill:	12 inches
Suction:	12 inches
Overflow & Drain:	10 inches
Side hatch:	1 – 42-inch by 48-inch, 1 – 30-inch diameter
Roof hatch:	2 – 36-inch by 36-inch
Vent:	1 – 30-inch mushroom
Handrails:	Tubular, Galvanized



*Water plant site*



*Water plant site overall*



# Potable Water Storage Tank Inspection

Section 290.46(f)(3)(D)(ii) of the Texas Commission on Environmental Quality's Rules and Regulations for Public Water Systems requires documentation of annual ground, elevated, and pressure storage tank maintenance inspections. [See also 290.46(m)(l) and 290.46(m)(2).]

Location:	Harris County MUD No. 109, Water Plant No. 2
Description:	420,000 Gallon Ground Storage Tank No. 1
Date and Material of Exterior Coating System:	2021 - Fusion Baked On Powder Polyester (Tank Manufacturer)
Date and Material of Internal Coating System	2021 - Fusion Bonded Epoxy (Tank Manufacturer)

## Exterior of Tank

OK	Problem	N/A	Description
1			<b>Foundation:</b> settling, cracks, deterioration
2			<b>Protective Coating:</b> rust, pitting, corrosion, leaks
✓			<b>Water Level Indicator:</b> operable, cable access opening protected
✓			<b>Overflow Pipe:</b> flap valve cover accessible, operable, sealed
✓			<b>Access Ladder:</b> loose bolts or rungs
✓			<b>Roof:</b> low spots for ponding water, holes along seams, rust
✓			<b>Air Vents:</b> proper design, screened, sealed edges and seams
		✓	<b>Cathodic Protection Anode Plates:</b> secured and sealed
✓			<b>Roof Hatch:</b> proper design, locked, hinge bolts secured, gasket
		✓	<b>Pressure Tank Operational Status:</b> pressure release device, pressure gauge, air-water volume device

## Interior of Tank

OK	Problem	N/A	Description
✓			<b>Water Quality:</b> insects, floating debris, sediment on the bottom
3			<b>Protective Coating:</b> rust, corrosion, scaling
Date:	N/A		<b>Last Inspection of Pressure Tank Interior</b>

## Comments

1. There is spalling and cracking visible.  
 2. There is corrosion on the walls, piping, safety cage, vent, and roof hatch.  
 3. There is corrosion on the ceiling, rafters, overflow weir, and ladder.

New tank - 2021 (warranty inspection 2023)  
 Last draining with a full interior evaluation - 2023

Inspector: Amy Hoke

Date: December 10, 2025

CERTIFICATE FOR  
ORDER DECLARING UNOPPOSED CANDIDATES ELECTED TO OFFICE

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

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

1. The Board convened in regular session, open to the public, on March 17, 2026, at the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, and the roll was called of the members of the Board, to-wit:

Owen 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(s) \_\_\_\_\_, thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting:

ORDER DECLARING UNOPPOSED CANDIDATES ELECTED TO OFFICE

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

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 109

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President, Board of Directors

ATTEST:

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Secretary, Board of Directors

(DISTRICT SEAL)

ORDER DECLARING UNOPPOSED CANDIDATES ELECTED TO OFFICE

WHEREAS, Harris County Municipal Utility District No. 109 (the “District”) is required to hold a Directors Election on the first Saturday in May for each open position unless the candidate for such position is unopposed; and

WHEREAS, the Board of Directors (the “Board”) of the District has received a certification from the Secretary of the District stating that the candidates listed therein are unopposed for election to office; and

WHEREAS, pursuant to Section 2.053 of the Election Code, upon receipt of the certification, the Board may declare each unopposed candidate elected to office;

IT IS, THEREFORE, ORDERED BY THE BOARD THAT:

1. The Board hereby declares the following unopposed candidates listed in the Secretary’s certification elected to the office sought by each such candidate:

<u>Name</u>	<u>Office</u>
Cheryl Moore	Director
Robin Sulpizio	Director
Dennis Bone	Director

2. The Board hereby cancels the election for the position sought by each such candidate. A copy of this order shall be posted on election day at each polling place that would have been used in the election.

3. A certificate of election shall be issued to each candidate declared elected by this Order in the same manner as provided for a candidate elected at the election.

4. The officers of the Board are each authorized to evidence adoption of this Order and directed to do any and all things legal and necessary to carry out the intent hereof.

5. In case any provision in this Order shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

\* \* \*

ORDEN DECLARANDO CANDIDATOS SIN OPOSICION  
ELECTOS PARA UNA OFICINA

CONSIDERANDO QUE, el Distrito Municipal de Servicios Públicos No. 109 del Condado de Harris (el “Distrito”) está solicitando llevar a cabo una Elección de Directores el primer Sábado de Mayo por cada posición abierta, a menos que el candidato para dicha posición esté sin oposición; y

CONSIDERANDO QUE, la Junta Directiva (la “Junta”) del Distrito a recibido una certificación del Secretario del Distrito manifestando que los candidatos nombrados están sin oposición para la elección de la oficina; y

CONSIDERANDO QUE, de acuerdo a la Sección 2.053 del Código Electoral, según recibo de la certificación, la Junta Directiva puede declarar a cada candidato sin oposición electo para la oficina;

POR LO TANTO, ES ORDENADO POR LA JUNTA DIRECTIVA QUE:

1. La Junta Directiva por este medio declara que los siguientes candidatos sin oposición nombrados en la certificación del Secretario son elegidos para la oficina que solicitaron cada uno de dichos candidatos:

<u>Nombre</u>	<u>Oficina</u>
Cheryl Moore	Director
Robin Sulpizio	Director
Dennis Bone	Director

2. La Junta Directiva por este medio cancela la elección para la posición solicitada por cada uno de dichos candidatos. Una copia de esta orden deberá ser colocada el día de la elección en cada una de las casillas electorales que tendrían que haber sido usadas para la elección.

3. Un certificado de elección deberá ser emitido para cada candidato declarado electo por esta Orden del mismo modo como se provee para un candidato electo en una elección.

4. Los oficiales de la Junta Directiva están cada uno de ellos, autorizados para dar testimonio de la adopción de esta Orden y ordenar que se haga cualquier cosa legal y necesaria para llevar a cabo la intención de la presente.

5. En caso de que cualquier provisión de esta Orden fuera invalidada, ilegal o inejecutable, la validez, legalidad y ejecución del resto de las provisiones no deberá ser, de ningún modo, afectadas o impedidas.

\* \* \*

## Chỉ Thị Tuyên Bố Những Ứng Cử Viên Không Có Đối Thủ Được Đắc Cử Chức Vụ

Xét Thấy Rằng, Công Trình Tiện Ích Công Cộng của Quận Harris Khu Vực 109 (“Khu Vực”) đòi hỏi phải có một cuộc Bầu Cử Những Giám Đốc vào ngày Thứ Bảy của tuần đầu tiên của Tháng Năm cho mỗi chức vụ còn trống trừ khi nào ứng cử viên cho chức vụ đó là không có đối thủ; và

Xét Thấy Rằng, Hội Đồng Quản Trị, (“Hội Đồng”) của Khu Vực đã nhận được giấy chứng nhận từ Thư Ký của Khu Vực tuyên bố rằng những ứng cử viên được liệt kê dưới đây đã không có đối thủ được đắc cử chức vụ; và

Xét Thấy Rằng, chiếu theo Mục 2.053 của Bộ Luật Bầu Cử, khi nhận được giấy chứng nhận, Hội Đồng có thể tuyên bố mỗi ứng cử viên đã không có đối thủ được đắc cử chức vụ;

### Bởi Vậy, Chỉ Thị Bởi Hội Đồng Quản Trị Là:

1. Hội Đồng bằng cách này tuyên bố những ứng cử viên đã không có đối thủ được liệt kê trong giấy chứng nhận của Thư Ký được đắc cử chức vụ đã theo đuổi bởi mỗi ứng cử viên:

<u>Tên</u>	<u>Chức Vụ</u>
Cheryl Moore	Giám Đốc
Robin Sulpizio	Giám Đốc
Dennis Bone	Giám Đốc

2. Hội Đồng bằng cách này hủy bỏ cuộc bầu cử cho chức vụ đã được đeo đuổi bởi mỗi ứng cử viên. Một bản sao của chỉ thị này sẽ được dán vào ngày bầu cử tại mỗi nơi đáng lẽ được dùng làm nơi bỏ phiếu trong ngày bầu cử.

3. Một giấy chứng nhận bầu cử sẽ được phát hành cho mỗi ứng cử viên có tuyên bố được đắc cử bởi Chỉ Thị này trong cùng một kiểu đã được cung cấp cho một ứng cử viên được đắc cử vào cuộc bầu cử.

4. Hội Đồng Quản Trị được phép xác nhận đề nghị của Chỉ Thị này và cai quản để làm bất cứ và tất cả những việc hợp pháp và cần thiết để thi hành mục đích này.

5. Trong trường hợp bất cứ điều qui định nào trong Chỉ Thị này bị coi là không có hiệu lực, không hợp lệ hoặc không thực hành được, tình trạng có hiệu lực và việc bắt buộc phải thực hành của những điều qui định còn lại sẽ không bị ảnh hưởng tới hoặc làm tổn hại do đó.

## 候選人無競爭當選宣佈令

鑑於Harris郡第109公用事業行政區（下稱「本區」） 被要求於五月份第一個星期六就本區各個空缺職位舉行委員選舉（除非該職位無他人競選；以及

鑑於本區管理委員會（下稱「委員會」）已收到區書記長正式文書，確認該職位之登記候選人並無他人參與競選；以及

鑑於根據德州選舉法典第2.053條，委員會在收到上述認證文書後可宣佈各位候選人無競爭當選； ；

本委員會茲發佈命名如下：

本委員會在此宣佈：書記長認證文書中所列之以下各無競爭候選人當選其所尋求之公職職位：

<u>名稱</u>	<u>辦公室</u>
Cheryl Moore	董事
Robin Sulpizio	董事
Dennis Bone	董事

本委員會就此取消原訂為各候選人尋求公職而舉行之選舉。本命令應在選舉日張貼於每個原擬用作選舉之投票站。

應比照候選人經選舉當選之同樣做法，向本命令宣佈當選的每位候選人頒發當選證書。

本委員會每位成員均被授權見證本命令之通過並接受指示，以一切合法及必須之努力執行本命令之主旨。

如果本命令中有任何條款無效、不合法或無法執行，其他條款的有效性、合法性與可執行性應不受影響或削弱。

CERTIFICATION OF UNOPPOSED STATUS FOR  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

TO THE BOARD OF DIRECTORS:

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2026.

<u>Name</u>	<u>Office</u>
Cheryl Moore	Director
Robin Sulpizio	Director
Dennis Bone	Director

(DISTRICT SEAL)

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Signature

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Printed Name

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Title

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Date of signing

CERTIFICACIÓN DE LA SITUACIÓN NO OPUESTA PARA  
DISTRITO DE LA UTILIDAD MUNICIPAL DEL CONDADO DE HARRIS NO. 109

A LA JUNTA DE ADMINISTRACIÓN:

A medida que la autoridad responsable de haber preparado la boleta oficial por la presente certifico que los siguientes candidatos no tienen oposición para la elección de la oficina de para la elección programada para el 2 de mayo de 2026.

<u>Nombre</u>	<u>Oficina</u>
Cheryl Moore	Director
Robin Sulpizio	Director
Dennis Bone	Director

CHỨNG NHẬN TÌNH TRẠNG ĐƯỢC XÂY DỰNG  
HẠT SỔ HISCN HARRIS COUNTY 109

HỘI ĐỒNG QUẢN TRỊ CỦA

Là cơ quan chịu trách nhiệm chuẩn bị cho cuộc bầu cử chính thức, tôi xin xác nhận rằng các ứng cử viên sau đây không bị bỏ phiếu bầu cử cho chức vụ bầu cử dự kiến tổ chức vào ngày 2 tháng 5 năm 2026.

<u>Tên</u>	<u>Chức Vụ</u>
Cheryl Moore	Giám Đốc
Robin Sulpizio	Giám Đốc
Dennis Bone	Giám đốc

對未經批准的狀態的認證  
哈里斯縣市政公用設施區號。109

作為負責準備正式投票的機構，我特此證明，下列候選人不會被選舉為2026年5月2日舉行的選舉選舉職位。

<u>姓名</u>	<u>職位</u>
Cheryl Moore	導演
Robin Sulpizio	導演

Dennis Bone

導演