

MINUTES OF BOARD OF DIRECTORS MEETING  
AUGUST 16, 2022

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

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The Board of Directors (the “*Board*”) of Harris County Municipal Utility District No. 109 (the “*District*”) met in regular session, open to the public, at the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, on August 16, 2022 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  
Nancy A. Frank, Assistant Secretary

All members of the Board were present, except Director Frank, thus constituting a quorum. Also attending all or parts of the meeting were Mr. Dave Johnson, resident of the District; Mr. Jeff Beckler of Zimmerman Properties, LLC; Ms. Talia Delos Santos of Kimley-Horn; Mr. Tim Spencer and Mr. Chris Davy of Ad Valorem Appraisals, tax assessor and collector for the District; Mr. Cory Burton of Municipal Accounts & Consulting, LP (“MAC”), bookkeeper for the District; Mr. Bill Kotlan of BGE, Inc. (“BGE”), engineer for the District; Mr. Clint Gehrke and Mr. Evan 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.** President Parker recognized Mr. Johnson, who stated that when he filled his pool, there appeared to be a leak on the pipe on his side of the meter, which he reported to WWWMS. He discussed customer services issues he experienced when WWWMS inspected the meter. He noted that the leak turned out to be condensation. Mr. Gehrke stated that WWWMS read the meter and that the reading was inline. He also stated that the meter was pulled and tested by a third party, which also came back inline. He stated that the employees of WWWMS that were involved were addressed regarding the customer service level.

2. **Minutes.** The Board considered the proposed minutes of meeting held on July 19, 2022, previously distributed to the Board. 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 minutes of the meeting held on July 19, 2022, as presented.

3. **Security Report.** The Board reviewed the Security Report for the month of July 2022, a copy of which is attached hereto as *Exhibit B*.

The Board reviewed the Interlocal Agreement for Law Enforcement Services with Harris County (the “*Agreement*”), a copy of which is attached hereto as *Exhibit C*. Mr. Millas stated that the term of the Agreement is from October 1, 2022 through September 30, 2023. He noted that

the cost is \$19,400 per month. Upon motion by Director Sulpizio, seconded by Director Green, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Agreement.

4. **Tax Collector's Report and authorize payment of certain bills.** President Parker recognized Mr. Spencer, who reviewed the Tax Assessor and Collector's Report for the month of July 2022, a copy of which is attached hereto as *Exhibit D*.

Upon motion by Director Sulpizio, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Tax Assessor and Collector's Report and to authorize payment of check numbers 2230 through 2232, from the Tax Account to the persons, in the amounts, and for the purposes listed therein.

5. **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 E*.

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, to adopt the Bookkeeper's Report as presented.

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

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 Resolution.

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

Mr. Kotlan reported on the utility relocations related to the FM 1960 widening and stated that BGE discovered an error on the plans showing a segment of the existing water line as 8-inch rather than 12-inch diameter. He stated that BGE has asked the contractor to prepare a change order to correct the error. He noted that the proposed 8-inch pipe has been partially installed and the change order will include the removal of that portion of pipe that has been installed. He asked if the Board would like to receiving pricing to replace the other side with a 12-inch water line. It was the consensus of the Board to receive pricing.

Mr. Kotlan reported on the Water Plant No. 2 Expansion, and presented Pay Estimate No. 14 in the amount of \$131,851.21 for approval. He stated that the work includes work on electrical work.

Mr. Kotlan reported on the Barents Drive Lift Station. He stated that the plans are at the City of Houston for review.

Mr. Kotlan reported on the Wastewater Treatment Plant and stated that bids will be considered at the Atascocita Joint Operations Board meeting.

Mr. Kotlan reported on the Wastewater Treatment Plant Permit Renewal. He stated that the permit has finished administrative review and will be advertised for public comment next week.

Mr. Kotlan reported on the Sanitary Sewer Repair. He stated that the contractor is expected to begin work next month.

Mr. Kotlan discussed the service requests. He stated that BGE received a deposit for the Madden Tract and is requesting approval to complete a feasibility study for the tract. He reported on Zimmerman Properties and stated that the feasibility study was completed and sent to the Board, a copy of which is attached hereto as *Exhibit H*. He stated that BGE requests direction from the Board regarding preparation of a development agreement. Discussion ensued. President Parker recognized Mr. Beckler and Ms. Santos, who discussed the development. It was the consensus of the Board to table the authorization of preparing a development agreement.

Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to accept the Engineer's Report, approve Pay Estimate No. 14 to Schier Construction Company, Inc. in the amount of \$131,851.21, and authorize BGE to prepare a feasibility study for the Madden Tract.

**8. Review Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order and approve Consumer Confidence Report.** President Parker recognized Mr. Gehrke, who presented the Operations Report dated August 16, 2022 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit I*. Mr. Gehrke reported that 93.51% of the water pumped was billed for the period July 1, 2022 through July 31, 2022.

Mr. Gehrke reported on 6002 Upper Lake Dr. and recommended the televising of the sewer line due to sewer backups in the past year.

Mr. Gehrke reported on various maintenance items.

Upon motion by Director Moore, seconded by Director Green, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Operations Report, to approve termination of the delinquent accounts in accordance with the terms of the District's Rate Order, and approve the televising of the sewer line at 6002 Upper Lake Dr.

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 September 20, 2022.

  
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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, August 16, 2022**. At such meeting, the Board will consider and act on the following matters:

1. Public comments;
2. Approve minutes of the meeting held on July 19, 2022;
3. Report by Harris County Precinct Four Constable and take any necessary action;
4. Review Tax Collector's Report and authorize payment of certain bills;
5. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
6. Review Investment Policy;
7. Review Engineer's Report, including approval of pay estimates, authorization of change orders to pending construction contracts, proposal for construction materials testing, annexation matters and authorize capacity commitments;
8. Approve Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order, and such other matters as may properly come before it.



Norton Rose Fulbright US LLP  
Attorneys for District

Exhibit A

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.

CERTIFICATE OF POSTING NOTICE  
OF MEETING OF BOARD OF DIRECTORS

THE STATE OF TEXAS

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COUNTY OF HARRIS

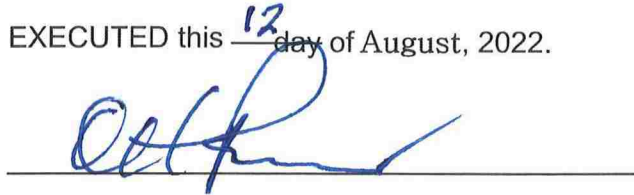
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HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

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I hereby certify that on Aug. 12 2022, 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 12 day of August, 2022.



## Jane Maher

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**From:** The Texas Network <support@texasnetwork.com>  
**Sent:** Wednesday, August 10, 2022 9:04 PM  
**To:** Jane Maher; Russell Lambert  
**Subject:** RE: 109 & AJOB August Postings

Agendas and past minutes have been updated.

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

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Thank you!

### The Texas Network

281-445-3535

281-445-3535 (Text)

281-973-8299 (Fax)

support@texasnetwork.com

<https://texasnetwork.com>

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**From:** Jane Maher <jane.maher@nortonrosefulbright.com>  
**Sent:** Wednesday, August 10, 2022 2:56 PM  
**To:** Russell Lambert <russ@texasnetwork.com>  
**Cc:** The Texas Network <support@texasnetwork.com>  
**Subject:** RE: 109 & AJOB August Postings

Hi Russ,

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

Thanks,

**Jane Maher** | Senior Paralegal  
Norton Rose Fulbright US LLP  
1301 McKinney, Suite 5100, Houston, Texas 77010-3095, 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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**From:** Jane Maher  
**Sent:** Wednesday, July 13, 2022 3:50 PM  
**To:** Russell Lambert <[russ@texasnetwork.com](mailto:russ@texasnetwork.com)>  
**Cc:** Texas Network <[support@texasnetwork.com](mailto:support@texasnetwork.com)>  
**Subject:** 109 & AJOB July Postings

Hi Russ,

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

Thanks,

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

## **NORTON ROSE FULBRIGHT**

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# HARRIS COUNTY CONSTABLE, PRECINCT 4

## CONSTABLE MARK HERMAN

*"Proudly Serving the Citizens of Precinct 4"*

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

Monthly Contract Stats

### HARRIS CO MUNICIPAL UTILITY DIST #109

For July 2022

#### Categories

Burglary Habitation: 2	Burglary Vehicle: 3	Theft Habitation: 0
Theft Vehicle: 0	Theft Other: 3	Robbery: 0
Assault: 1	Sexual Assault: 1	Criminal Mischief: 4
Disturbance Family: 9	Disturbance Juvenile: 1	Disturbance Other: 1
Alarms: 13	Suspicious Vehicles: 14	Suspicious Persons: 15
Runaways: 0	Phone Harrassment: 1	Other Calls: 653

#### 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
156	1	2	0	0	0	18	0	0	130	2
E128	26	15	3	0	0	15	0	0	803	13
E129	63	67	39	1	0	18	0	0	914	18
E130	35	11	8	0	0	23	0	0	568	20
<b>TOTAL</b>	<b>125</b>	<b>95</b>	<b>50</b>	<b>1</b>	<b>0</b>	<b>74</b>	<b>0</b>	<b>0</b>	<b>2415</b>	<b>53</b>

#### Summary of Events

##### Alarms:

Deputies responded to 13 alarm calls that were cleared as false.

##### 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.

##### Burglary Habitation:

5300 FM 1960 RD E- Deputy responded to a Burglary type call. Investigations revealed an unknown suspect unlawfully entered the business and stole items and left undetected.

5300 FM 1960 RD E- Deputy responded to a Burglary type call. Investigations revealed an unknown suspect unlawfully entered the business and stole items and left undetected.

##### Burglar Motor Vehicle:

5600 Deer Timbers Trl – Deputy responded to a burglary motor vehicle. Investigation revealed unknown suspect(s) unlawfully entered the complainant’s vehicle, ransacked it, and fled undetected.

19300 Flaxwood Dr – Deputy responded to a burglary motor vehicle call. Investigation revealed

unknown suspect unlawfully entered the complainant's unlocked vehicle, stole property, and fled undetected.

19700 Burle Oaks Ct- Deputies responded to a burglary of motor vehicle type call. Investigation revealed that unknown Suspects made entry into complainant's unlocked vehicle and removed items without consent. Report was completed.

#### Theft Other:

4900 Jasmine Meadows Ln- Deputy responded to a theft call. Investigation revealed that unknown suspect(s) had stolen the complainant license plate. Left undetected.

19900 Swiftbrook Dr- Deputy responded to a theft call. Investigation revealed that unknown suspect(s) had stolen the complainant package from front porch. Fled undetected.

4900 Woodland Meadows- Deputy responded to a theft call. Investigation revealed that known suspect had stolen food stamps from complainant.

#### Assault:

19500 Forest Timbers Cir.- Deputies were dispatched to an assault type call. Investigation revealed that a teenage female was assaulted by another group of teenage females. All suspects were located and charged with assault. Report was completed.

#### Sexual Assault:

5500 Deer Timbers Trl- Deputy responded to an outcry of sexual assault. The investigation was referred to detectives with Crimes Against Children.

#### Criminal Mischief:

2 Kings Hill Ln- Deputies responded to a call for service. Investigations revealed that known suspect damage complainant vehicle.

5600 Green Timbers Dr.- Deputies were dispatched to a criminal mischief type call. Investigation revealed that unknown suspects damaged victim's vehicle. Report was completed.

19700 Carolina Oaks Ct.- Deputies were dispatched to a criminal mischief type call. Investigation revealed that unknown suspect caused damage to vehicle while making forced entry. Report was completed.

6200 Maple Timber Ct- Deputies responded to a criminal mischief type call. Investigations revealed that complainant advised he found a bullet in his wall. No other information was obtain.

#### Family Disturbance:

5600 FM 1960 RD E- Deputies responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. No charges filed.

19800 Misty Pines Dr - Deputies responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. No charges filed.

20200 Big Timber Ct- Deputies responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. No charges filed.

19900 Burle Oak Dr- Deputy responded to a family disturbance. Investigation revealed family members engaged in a verbal argument. No charges filed.

19100 Shay Ln- Deputies responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. Charges filed suspect transported to Harris County

Jail.

19300 Wellswood Ct – Deputy responded to a family disturbance. Investigation revealed family members engaged in an altercation. No charges filed.

5300 Enchanted Timbers Dr - Deputy responded to a family disturbance. Investigation revealed family members engaged in an altercation. No charges filed.

19400 Forest Timbers Ct.- Deputies were dispatched to a family disturbance type call. Investigation revealed that the couple has been involved in a mutual physical altercation which resulted in no injuries. Report was completed.

5600 Green Timbers Dr.- Deputies were dispatched to a family disturbance type call. Investigation revealed that the victim was assaulted by her father who had left scene prior to police arrival. Charges were accepted and an arrest warrant was filed. Report was completed.

#### Suspicious Vehicles:

Contract patrol deputies responded to 14 suspicious vehicles within the community. All these scenes were utilized to gather intelligence and were all cleared without incident after thorough investigations

#### Suspicious Persons:

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

#### Telephone Harassment:

5300 Misty Moon Dr – Deputy responded to a telephone harassment. Investigation revealed known person was indirectly threatening the complainant. No charges filed.

#### Other:

19900 River Brook Dr- Deputy responded to a call for service. Investigation revealed complainant stated unknown suspect(s) entered her unlocked vehicle but did not take anything from the vehicle.

19200 Lakeshire St- Deputy responded to a call for service. Investigation revealed complainant noticed unusual activity on their bank account and wanted to report it.

19800 Timber Forest Dr- Deputies responded to a call for service. Investigation revealed consumer was having a mental episode. Consumer was transported to local hospital for further evaluation.

19900 River Brook Dr- Deputy responded to a call for service. Investigation revealed that two individual were engaging in intercourse in their vehicle. Both subjects were cited.

5400 Fawn Trail Ln- Deputy responded to a call for service. Investigation revealed that complainant reported neighbor dog ran towards her causing her fear for her life.

19900 Faye Oaks Dr- Deputies responded to a drive by shooting type call. Investigation revealed unknown suspect(s) fired multiple rounds into the residence. No injuries reported.

20100 Timbers Forest Dr- Deputy responded to a call for service. Investigation revealed that an unknown male approached juvenile stating he would pay her for sex. No other information.

20100 Dawn Mist Dr- Deputy initiated a field contact with suspect. Investigation revealed suspect had a open warrant. Warrant confirmed suspect transported to Harris County jail.

5300 Enchanted Timbers Dr – Deputy responded to a fraud type call. Investigation revealed the complainant was scammed over the phone and sent money to the suspect.

19300 Leewood Ct – Deputy responded to a computer crime. Investigation revealed unknown suspect gained access to the complainant's social media site.

19500 Merrillwood Dr. – Deputies responded to terroristic threat type call. Investigation revealed that a male made threats to victim after finding his information on girlfriend's phone. Report was completed.

19600 Atasca Oaks Dr.- Deputies were dispatched to a trespassing type call. Investigation revealed that a known person was removed from church while acting erratically. Report was completed.

19500 Timber Forest Dr – Deputy responded to a civil dispute. Investigation revealed subjects had a dispute over the ownership of a dog.

19300 Spoonwood Ct – Deputy conducted a sex offender verification and a report was completed after no contact could be made with the offender.

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

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

**RECITALS:**

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

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

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

**TERMS:**

**I.  
TERM**

1.1 The services to be performed under this Agreement shall begin on October 1, 2022, and end on September 30, 2023. This Agreement can be terminated sooner in accordance with the provisions of Section IV

**II.  
SERVICES**

2.1 The County agrees to authorize the Constable to provide 3 officer(s) to devote seventy percent (70%) of their working time to provide law enforcement services related to the District’s geographical area (the “area”), as further defined in Exhibit “A”, attached hereto and made a part hereof. “Law enforcement services” include, but are not limited to, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons, and transporting suspects.

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

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

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

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

III.  
CONSIDERATION FOR SERVICES

3.1 The District agrees to pay the County the sum of \$232,800.00 for 3 officer(s) for a total sum of TWO HUNDRED THIRTY TWO THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$232,800.00) to be used by the County for the purpose of paying seventy percent (70%) of the full-time equivalent cost to the County for supplying the law enforcement services, including salaries, benefits, vacation, sick leave, and any additional expenses the County may incur in providing the services under this Agreement. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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

September 20, 2022	\$19,400.00
October 20, 2022	\$19,400.00
November 20, 2022	\$19,400.00
December 20, 2022	\$19,400.00
January 20, 2023	\$19,400.00
February 20, 2023	\$19,400.00
March 20, 2023	\$19,400.00
April 20, 2023	\$19,400.00
May 20, 2023	\$19,400.00
June 20, 2023	\$19,400.00
July 20, 2023	\$19,400.00
August 20, 2023	\$19,400.00

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

Regarding the first payment due on September 20, 2022, the first payment is due on the latter of September 20, 2022 or five (5) days after the Association receives a fully executed copy of this Agreement from the County.

#### IV. DEFAULT AND TERMINATION

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

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

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

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

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

4.6 In the event the Constable informs Commissioners Court and the District in writing that due to position vacancy or elimination occurring on or after October 1, 2022, the Constable cannot or will not provide 3 officer(s) to devote seventy percent (70%) of their working time to provide law enforcement services related to the District's

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

V.  
NOTICE

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

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

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

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

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

VI.  
MERGER

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



VII.  
MISCELLANEOUS

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

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

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

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

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
County Attorney

HARRIS COUNTY

By Sarah Hodges  
Sarah Hodges  
Assistant County Attorney  
C.A. File No. 22GEN3004

By \_\_\_\_\_  
LINA HIDALGO  
County Judge

Date Signed: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
MARK HERMAN  
Harris County Constable Precinct 4

ATTEST:  
DISTRICT NO. 109

HARRIS COUNTY MUNICIPAL UTILITY  
(District)

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary

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

Date Signed: \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Attorney

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

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

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

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

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

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement, for a total Agreement sum of \$232,800.00, with HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109 for law enforcement services on a fee basis. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

# Harris County Municipal Utility District Number 109

## Tax Collector's Report

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#### Disbursements for August 16, 2022:

#2230: Ad Valorem Appraisals Inc; Tax A/C Fee-8/2022	\$2,859.02
#2231: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee: 7/2022	789.12
#2232: Carroll Family Fininvestments Ltd; Refund 108-499-000-0028	<u>253.01</u>
<b>Total Disbursements for August 16, 2022</b>	<b><u>\$3,901.15</u></b>

Exhibit D

# Harris County Municipal Utility District Number 109

Tax Collector's Report  
Current Period Covered: July 1, 2022 to July 31, 2022  
Fiscal Year Beginning: June 1, 2022

<u>Cash Receipts and Disbursements</u>	<u>Current Period</u>	<u>Year to Date</u>
Cash Balance at Beginning of Period	\$365,577.84	\$359,684.20
Collections:		
2021 Tax Collections	6,057.62	16,495.73
2020 Tax Collections	-253.01	1,818.55
2018 Tax Collections	83.46	174.52
2017 Tax Collections	56.06	56.06
Penalty and Interest	689.84	2,365.78
Tax Attorney Fees	789.12	1,348.53
Overpayments	253.01	3,040.01
Interest Earned	<u>129.30</u>	<u>200.14</u>
Total Collections	7,805.40	25,499.32
Disbursements:		
Tax Assessor-Collector Fee	2,859.02	5,718.04
Tax Attorney Fee	559.41	1,110.86
Appraisal District Quarterly Fee	0.00	6,234.00
Refund Overpayments	<u>2,787.00</u>	<u>4,942.81</u>
Total Disbursements	<u>6,205.43</u>	<u>18,005.71</u>
Cash Balance at End of Period	<u>\$367,177.81</u>	<u>\$367,177.81</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of July 31, 2022

### Taxes Receivable by Year

<u>Year</u>	<u>Adjusted Tax Levy</u>	<u>Collections To Date</u>	<u>Taxes Receivable</u>	<u>Percent Collected</u>
2021	\$3,387,778.82	\$3,320,211.98	\$67,566.84	98.01%
2020	3,166,927.75	3,146,009.93	20,917.82	99.34%
2019	3,084,551.02	3,064,705.76	19,845.26	99.36%
2018	2,906,820.36	2,896,379.30	10,441.06	99.64%
2017	2,895,613.63	2,886,470.19	9,143.44	99.68%
2016	2,808,690.61	2,801,679.43	7,011.18	99.75%
2015	2,573,712.76	2,568,634.64	5,078.12	99.80%
2014	2,301,769.82	2,296,812.58	4,957.24	99.78%
2013	2,097,527.32	2,093,511.90	4,015.42	99.81%
2012	2,071,519.13	2,067,935.45	3,583.68	99.83%
2011	2,121,714.06	2,118,584.76	3,129.30	99.85%
2010	2,138,895.52	2,135,737.86	3,157.66	99.85%
2009	2,160,628.25	2,157,562.99	3,065.26	99.86%
2008	2,142,045.24	2,139,697.48	2,347.76	99.89%
2007	2,084,977.70	2,082,208.47	2,769.23	99.87%
2006	2,108,720.67	2,106,761.21	1,959.46	99.91%
2005	2,197,283.24	2,195,543.57	1,739.67	99.92%
2004	2,010,295.69	2,007,622.69	2,673.00	99.87%
2003	1,863,011.08	1,860,553.26	2,457.82	99.87%
2002	1,743,166.99	1,742,780.89	386.10	99.98%
2001	1,705,006.18	1,704,772.45	233.73	99.99%
2000	1,630,288.09	1,630,151.22	136.87	99.99%
1999	1,482,019.84	1,481,978.10	41.74	100.00%
1998	1,346,040.98	1,345,882.41	158.57	99.99%
1997	1,218,889.39	1,218,854.71	34.68	100.00%
1996	1,156,053.10	1,156,021.00	32.10	100.00%
1995	1,130,565.24	1,130,545.88	19.36	100.00%
1994	1,124,058.85	1,124,058.85	0.00	100.00%
1993	1,075,288.28	1,075,288.28	0.00	100.00%
1992	1,056,792.83	1,056,792.83	0.00	100.00%
1991	1,062,453.27	1,062,453.27	0.00	100.00%
1990	918,308.87	918,308.87	0.00	100.00%
1989	894,403.45	894,403.45	0.00	100.00%
1988	856,779.83	856,779.83	0.00	100.00%
1987	853,204.06	853,204.06	0.00	100.00%
1986	857,037.29	857,037.29	0.00	100.00%
1985	793,674.23	793,674.23	0.00	100.00%
1984	760,460.05	760,460.05	0.00	100.00%
1982	<u>561,303.52</u>	<u>561,303.52</u>	<u>0.00</u>	<u>100.00%</u>
<b>Totals</b>	<b><u>\$68,348,277.01</u></b>	<b><u>\$68,171,374.64</u></b>	<b><u>\$176,902.37</u></b>	<b><u>99.74%</u></b>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of July 31, 2022

### Tax Roll Information

<u>Year</u>	<u>Taxable Value</u>	<u>Annual Change</u>	<u>Debt Maintenance Tax Rate</u>		<u>Total Tax Rate</u>	<u>Exemptions</u>
2021	705,512,342	6.93%	0.29000	0.19000	0.48000	25,000 O/D
2020	659,776,017	2.67%	0.31500	0.16500	0.48000	25,000 O/D
2019	642,614,605	8.32%	0.32000	0.16000	0.48000	25,000 O/D
2018	593,228,582	2.44%	0.36000	0.13000	0.49000	10,000 O/D
2017	579,121,338	7.22%	0.36000	0.14000	0.50000	10,000 O/D
2016	540,136,676	9.13%	0.41000	0.11000	0.52000	10,000 O/D
2015	494,944,745	11.81%	0.39000	0.13000	0.52000	10,000 O/D
2014	442,648,062	9.74%	0.39000	0.13000	0.52000	10,000 O/D
2013	403,370,606	1.26%	0.42000	0.10000	0.52000	10,000 O/D
2012	398,369,066	-2.37%	0.42000	0.10000	0.52000	10,000 O/D
2011	408,021,927	-0.80%	0.42000	0.10000	0.52000	10,000 O/D
2010	411,326,061	-1.01%	0.42000	0.10000	0.52000	10,000 O/D
2009	415,504,618	0.87%	0.42000	0.10000	0.52000	10,000 O/D
2008	411,931,758	2.74%	0.42000	0.10000	0.52000	10,000 O/D
2007	400,957,245	6.48%	0.42000	0.10000	0.52000	10,000 O/D
2006	376,557,265	2.83%	0.46000	0.10000	0.56000	10,000 O/D
2005	366,208,721	9.30%	0.50000	0.10000	0.60000	10,000 O/D
2004	335,049,282	7.91%	0.50000	0.10000	0.60000	10,000 O/D
2003	310,501,847	6.88%	0.50000	0.10000	0.60000	10,000 O/D
2002	290,527,832	5.63%	0.50000	0.10000	0.60000	10,000 O/D
2001	275,035,288	9.50%	0.52000	0.10000	0.62000	10,000 O/D
2000	251,170,142	15.23%	0.57367	0.07547	0.64914	10,000 O/D
1999	217,977,950	10.11%	0.60460	0.07540	0.68000	10,000 O/D
1998	197,957,174	10.43%	0.63000	0.05000	0.68000	10,000 O/D
1997	179,258,410	3.88%	0.63000	0.05000	0.68000	10,000 O/D
1996	172,555,210	2.26%	0.62000	0.05000	0.67000	10,000 O/D
1995	168,741,080	2.08%	0.62000	0.05000	0.67000	10,000 O/D
1994	165,302,770	4.54%	0.63000	0.05000	0.68000	10,000 O/D
1993	158,130,630	3.99%	0.63000	0.05000	0.68000	10,000 O/D
1992	152,056,520	-0.53%	0.64500	0.05000	0.69500	10,000 O/D
1991	152,870,970	6.44%	0.64500	0.05000	0.69500	10,000 O/D
1990	143,620,410	4.37%	0.58940	0.05000	0.63940	10,000 O/D
1989	137,600,530	4.39%	0.60000	0.05000	0.65000	10,000 O/D
1988	131,812,280	0.42%	0.60000	0.05000	0.65000	10,000 O/D
1987	131,262,160	-8.11%	0.60000	0.05000	0.65000	10,000 O/D
1986	142,839,550	-1.02%	0.55000	0.05000	0.60000	10,000 O/D
1985	144,304,410	4.37%	0.50000	0.05000	0.55000	10,000 O/D
1984	138,265,460	-1.22%	0.50000	0.05000	0.55000	10,000 O/D
1982	139,975,940	0.00%	0.35100	0.05000	0.40100	10,000 O/D

# Harris County Municipal Utility District Number 109

## Tax Collector's Report 2021 Tax Levy and Adjustments as of July 31, 2022

<u>2021 Tax Rate: \$0.48 (0.29 I&amp;S + 0.19 M&amp;O)</u>		<u>Taxable Value</u>	<u>Tax Levy</u>
Original Tax Roll:	8/20/2021	\$599,422,348	\$2,879,240.93
Adjustments:			
Supplemental Roll 1	9/24/2021	39,340,365	188,833.75
Supplemental Roll 2	10/15/2021	20,509,474	98,445.48
Supplemental Roll 3	11/15/2021	27,270,514	130,898.47
Supplemental Roll 4	1/3/2022	17,128,854	82,145.11
Supplemental Rolls 5 & 6	2/25/2022	2,550,220	12,233.14
Correctional Roll 7	3/18/2022	-155,759	-747.65
Correctional Roll 8	4/15/2022	-370,192	-1,776.92
Correctional Roll 9	5/20/2022	-75,849	-976.85
Correctional Roll 10	6/17/2022	-82,633	-396.63
Correctional Roll 11	7/15/2022	<u>-25,000</u>	<u>-120.00</u>
Total Adjustments		<u>106,089,994</u>	<u>508,537.89</u>
Total Tax Levy		<u>\$705,512,342</u>	<u>\$3,387,778.82</u>

### Summary of 2021 Certified Property Values:

<u>Land Value</u>	<u>Improvements</u>	<u>Personalty</u>	<u>Assessed</u>	<u>Exemptions</u>	<u>Taxable Value</u>
<u>140,375,832</u>	<u>598,758,166</u>	<u>15,842,752</u>	<u>754,976,750</u>	<u>49,464,408</u>	705,512,342
12 Accounts Remain Uncertified					<u>113,732</u>
Total Estimated Taxable Value					<u>705,626,074</u>



# Harris County Municipal Utility District Number 109

## Tax Collector's Report 2020 Tax Levy and Adjustments as of July 31, 2022

<u>2020 Tax Rate: \$0.48 (0.315 I&amp;S + 0.165 M&amp;O)</u>		<u>Taxable Value</u>	<u>Tax Levy</u>
Original Tax Roll:	9/4/2020	\$583,060,683	\$2,798,691.28
Adjustments:			
Supplemental Roll #1	10/2/2020	28,816,536	138,319.37
Supplemental Roll #2	10/30/2020	12,021,745	57,704.38
Supplemental Roll #3	11/27/2020	19,120,696	91,779.34
Supplemental Roll #4	12/20/2020	12,220,643	58,659.09
Supplemental Roll #5	1/30/2021	4,557,017	21,873.68
Supplemental Rolls #6-7	3/23/2021	818,856	3,930.51
Supplemental Rolls #8-10	6/22/2021	1,023,229	4,911.50
Correctional Roll #11	7/16/2021	-158,630	-761.43
Supplemental Rolls #12-13	9/23/2021	132,178	634.45
Correctional Rolls #14-15	11/15/2021	-507,744	-2,434.29
Supplemental Roll #16	1/3/2022	117,056	561.86
Correctional Rolls #17 & 18	2/25/2022	-1,121,348	-5,382.47
Correctional Roll #19	3/18/2022	-21,632	-103.83
Correctional Roll #21	5/20/2022	-250,557	-1,202.68
Correctional Roll #22	7/15/2022	<u>-52,711</u>	<u>-253.01</u>
Total Adjustments		<u>76,715,334</u>	<u>368,236.47</u>
Total Tax Levy		<u>\$659,776,017</u>	<u>\$3,166,927.75</u>

### Summary of 2020 Certified Property Values:

<u>Land Value</u>	<u>Improvements</u>	<u>Personalty</u>	<u>Assessed</u>	<u>Exemptions</u>	<u>Taxable Value</u>
<u>133,700,883</u>	<u>553,456,364</u>	<u>17,821,680</u>	<u>704,978,927</u>	<u>45,202,910</u>	<u>659,776,017</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Tax Collections for July, 2022

<u>Property Owner</u>	<u>Account No</u>	<u>Tax Amount</u>	<u>Pen &amp; Int</u>	<u>Atty/Cost</u>	<u>Overpaid</u>	<u>Total Pmt</u>
2021 Tax Collections:						
Various Accounts	16 Accounts	<u>\$6,057.62</u>	<u>\$609.16</u>	<u>\$745.08</u>	<u>\$0.00</u>	<u>\$7,411.86</u>
Total 2021 Tax Collections		<u>\$6,057.62</u>	<u>\$609.16</u>	<u>\$745.08</u>	<u>\$0.00</u>	<u>\$7,411.86</u>
2020 Tax Collections:						
Carroll Family Investments Ltd	108-499-000-0028	<u>-\$253.01</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$253.01</u>	<u>\$0.00</u>
Total 2020 Tax Collections		<u>-\$253.01</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$253.01</u>	<u>\$0.00</u>
2018 Tax Collections:						
Deyle Kurt	111-527-000-0010	<u>\$83.46</u>	<u>\$44.24</u>	<u>\$25.54</u>	<u>\$0.00</u>	<u>\$153.24</u>
Total 2018 Tax Collections		<u>\$83.46</u>	<u>\$44.24</u>	<u>\$25.54</u>	<u>\$0.00</u>	<u>\$153.24</u>
2017 Tax Collections:						
Sweeney Bryan A	108-492-000-0020	<u>\$56.06</u>	<u>\$36.44</u>	<u>\$18.50</u>	<u>\$0.00</u>	<u>\$111.00</u>
Total 2017 Tax Collections		<u>\$56.06</u>	<u>\$36.44</u>	<u>\$18.50</u>	<u>\$0.00</u>	<u>\$111.00</u>
Summary of Other Collections			<u>\$689.84</u>	<u>\$789.12</u>	<u>\$0.00</u>	7,676.10
Interest Earnings						<u>129.30</u>
Total Collected during Month						<u>\$7,805.40</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Detail as of June 30, 2022

<u>Property Owner</u>	<u>Account No.</u>	<u>2020 Tax</u>	<u>2019 Tax</u>	<u>2018 Tax</u>	<u>2017 Tax</u>	<u>Prior Yrs</u>
Exchange Church Houston	043-206-000-0195	\$816.49	\$0.00	\$0.00	\$0.00	\$0.00
Guniganti Prabhakar	045-005-000-0125	0.00	0.00	0.81	0.00	0.00
Wu & Chen Investment LLC	102-063-000-0008	0.00	248.01	0.00	0.00	0.00
D:Vineyard Travis & Danelle	102-065-000-0007	559.49	552.96	581.84	593.71	2,716.95
Extreme Remodeling LLC	102-066-000-0020	4.20	4.20	4.29	4.38	4.55
State of Texas	102-066-000-0021	0.00	0.00	1.76	0.00	0.00
Gaddis John M	102-068-000-0021	648.97	758.83	0.00	0.00	0.00
D:Catlin Steven L	102-069-000-0004	97.98	89.07	77.52	0.00	0.00
D:Tolliver Cletis F & Glenda	108-489-000-0011	728.43	0.00	0.00	0.00	0.00
P:Sweeney Bryan A	108-492-000-0020	0.00	0.00	0.00	70.69	0.00
D:Strengel Kris C	108-494-000-0020	758.52	747.60	859.70	868.56	6,797.16
Felchak Kenneth W & Ruby	108-496-000-0031	654.37	0.00	0.00	0.00	0.00
Wilson Dewey M	108-497-000-0032	620.57	603.40	708.16	722.61	1,322.50
State of Texas	108-497-000-0047	0.00	0.00	23.50	0.00	0.00
D:Key Sherry R	109-142-000-0001	539.39	484.90	360.88	123.40	0.00
D:Cartwright Ed & Diane	109-142-000-0034	591.09	526.44	550.92	533.51	3,576.29
D:Brokaw Sharon	109-144-000-0002	0.00	444.96	475.30	0.00	1,010.49
Lipsey Pahjmon	109-144-000-0007	694.07	660.75	0.00	0.00	0.00
Riley Michael E & Tamara M	110-750-000-0050	700.92	0.00	0.00	0.00	0.00
Costello Thomas J	111-527-000-0007	737.81	0.00	0.00	0.00	0.00
S:Deyle Kurt	111-527-000-0010	672.85	611.68	234.17	0.00	0.00
Deyle Kurt	111-527-000-0013	0.00	0.00	0.00	0.00	2,096.83
Barbosa Jose A Jr & Claudia	111-766-000-0024	201.06	892.05	0.00	0.00	0.00
Brown Joseph J Jr & Caroly	113-132-000-0010	0.00	237.96	0.00	0.00	0.00
Warmuth John J	113-142-000-0028	0.00	0.00	50.00	0.00	0.00
Bjornaas Kevin Estate of	114-139-009-0007	722.59	661.00	578.20	0.00	0.00
S:Jackson Keshell	114-139-009-0015	717.52	652.30	612.80	625.31	620.03
Chicosky Gregory P	114-139-010-0017	0.00	563.41	0.00	0.00	0.00
D:Paxton Roy C & Debbie M	114-139-010-0036	429.28	379.35	0.00	188.48	0.00
Lacour Carey L & Vanita	114-139-013-0053	688.33	0.00	0.00	0.00	0.00
D:Gonzalez Virginia	114-139-015-0003	547.43	487.49	527.53	488.00	0.00
Geibe Virginia	114-139-015-0004	0.00	477.24	0.00	0.00	0.00
D:Cook Julia S	114-139-015-0036	609.82	432.25	468.45	478.01	2,780.18
P:Rodriguez Able	114-139-017-0043	0.00	31.57	0.00	0.00	0.00
Foster John H	114-139-018-0004	713.72	0.00	0.00	0.00	0.00
Jones Edward A & Agnes	114-350-015-0047	0.00	0.00	0.00	0.00	0.78
Blow Frederick E & Cheryl	114-350-015-0118	0.00	0.00	1,036.24	1,057.39	0.00
D:Harris Virginia B	114-350-016-0083	869.22	855.21	868.88	844.16	4,097.68
State of Texas	115-346-000-0002	0.00	0.00	8.33	0.00	0.00
Knight Chris & Terry	115-511-019-0012	1,032.72	0.00	0.00	0.00	0.00
S:Mitchem Anna M	115-511-021-0036	0.00	0.00	258.74	0.00	0.00
State of Texas	115-813-000-0005	0.00	0.00	2.00	0.00	0.00
Continental Land Owners	116-276-000-0312	0.48	0.48	0.49	0.00	0.00
Rosques Sandra P	116-276-000-0580	0.00	2,976.58	0.00	0.00	0.00
Ebanks Lilith A	118-705-001-0049	120.00	0.00	0.00	0.00	0.00
Harris Jack L & Diana L	119-848-003-0002	911.18	895.66	916.39	0.00	0.00
Alexander Arthur	121-882-001-0001	0.00	1,292.17	0.00	0.00	0.00
Gomez Cecila	123-226-003-0046	728.20	0.00	0.00	0.00	0.00
State of Texas	137-755-001-0003	0.00	99.70	0.00	0.00	0.00
Allstate Insurance Company	0435798	70.06	81.25	0.00	0.00	0.00
Sears Holdings	2048505	1,678.97	1,714.12	0.00	0.00	0.00
Digital Professionals Compu	2064780	21.63	21.63	21.89	22.15	113.17
Compro Tax	2128836	8.27	8.27	0.00	0.00	0.00

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Detail as of June 30, 2022

<u>Property Owner</u>	<u>Account No.</u>	<u>2020 Tax</u>	<u>2019 Tax</u>	<u>2018 Tax</u>	<u>2017 Tax</u>	<u>Prior Yrs</u>
B & L Capital Inc	2154083	20.08	15.90	24.08	27.55	178.87
Kevin R Culp	2157330	43.58	43.58	46.42	52.56	358.60
S:Dupree Express Trucking	2172915	86.07	86.07	99.37	223.95	618.19
Pinnacle Propane Express L	2174838	6.76	0.00	0.00	0.00	0.00
Motolease Financial LLC	2200564	16.50	21.52	0.00	0.00	0.00
ARC Insurance Agency	2209050	43.75	43.75	44.66	45.57	94.78
S:James Lewis	2213148	24.50	31.25	39.75	89.38	209.12
S:Taquera Las Maragitas LI	2281228	140.33	140.33	142.75	0.00	0.00
Sophia Massage	2287547	30.36	0.00	0.00	0.00	0.00
Metro PCS	2287557	45.43	45.43	45.71	0.00	0.00
Humble Kitchen & Bath Inc	2287561	110.55	0.00	0.00	0.00	0.00
Phones-R-Us Inc	2289501	54.29	54.29	54.59	0.00	0.00
Musa Auto Finance	2301975	307.20	0.00	0.00	0.00	0.00
Tesla Inc	2329054	2.40	2.40	0.00	0.00	0.00
Serenty Health Services LLC	2337347	40.32	0.00	0.00	0.00	0.00
Amfah Investments LLC	2343023	175.29	0.00	0.00	0.00	0.00
Spoiled Mutts	2343180	90.26	0.00	0.00	0.00	0.00
My House Barber Shop	2343201	16.17	0.00	0.00	0.00	0.00
Fresh Ink Media Group	2344047	54.92	0.00	0.00	0.00	0.00
Adorn Tattoo	2344404	18.40	0.00	0.00	0.00	0.00
Cobos BBQ LLC	2352871	146.40	0.00	0.00	0.00	0.00
CRT Services	2360492	0.00	196.22	0.00	0.00	0.00
Ismeal Anaya	2363334	287.85	0.00	0.00	0.00	0.00
Prior Years Personal Property		<u>260.78</u>	<u>672.03</u>	<u>714.94</u>	<u>2,084.07</u>	<u>22,391.38</u>
<b>Total Receivable</b>		<b><u>\$20,917.82</u></b>	<b><u>\$19,845.26</u></b>	<b><u>\$10,441.06</u></b>	<b><u>\$9,143.44</u></b>	<b><u>\$48,987.55</u></b>



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

# Harris County Municipal Utility District No. 109

Bookkeeper's Report

August 16, 2022

## Cash Flow Report - Checking Account

As of August 16, 2022

Num	Name	Memo	Amount	Balance
BALANCE AS OF 07/20/2022				\$205,982.36
Receipts				
	HC 151 Water Supply		4,799.20	
	Madden Annexation		5,000.00	
	Wire Transfer from Lockbox		243,215.47	
	Interest Earned on Checking		156.66	
	City of Houston Rebate		8,913.44	
Total Receipts				262,084.77
Disbursements				
15561	Centerpoint Energy	Utilities Expense	(194.13)	
15565	Chris Green	Fees of Office - 6/23-26, 7/11/2022 & Expenses	(1,728.79)	
15566	Cheryl C. Moore	Fees of Office - 6/24-25/2022 & Expenses	(388.50)	
15567	Cheryl C. Moore	Fees of Office - 8/16/2022	(138.52)	
15568	Chris Green	Fees of Office - 8/16/2022	(138.52)	
15569	Nancy Frank	Fees of Office - 8/16/2022	(138.53)	
15570	Owen H. Parker	Fees of Office - 8/16/2022	(138.53)	
15571	Robin Sulpizio	Fees of Office - 8/16/2022	(138.52)	
15572	Chris Green	Fees of Office - 8/1/2022	(138.53)	
15573	Amanda Range	Deposit Refund	(4.31)	
15574	Barbara Seydler	Deposit Refund	(80.09)	
15575	Brandon N Cutrer	Deposit Refund	(75.68)	
15576	Brian Ortiz	Deposit Refund	(186.56)	
15577	Carl Stewart	Deposit Refund	(74.72)	
15578	Christopher Chester	Deposit Refund	(50.40)	
15579	Danielle Malbrough	Deposit Refund	(19.16)	
15580	Debbie Kaufmann	Deposit Refund	(18.73)	
15581	Deirdren Brown	Overpayment Refund	(270.64)	
15582	DHI Holdings, LP	Deposit Refund	(167.97)	
15583	Jack Griffith	Deposit Refund	(177.90)	
15584	Jessica Lavachery	Deposit Refund	(114.47)	
15585	Joseph S Hickey	Deposit Refund	(183.08)	
15586	Karen Doland / Jason Doland	Deposit Refund	(116.12)	
15587	Leslie McMurtrey	Deposit Refund	(14.40)	
15588	Marc Pennington	Deposit Refund	(9.62)	
15589	Offerpad SPE Borrower A, LLC	Deposit Refund	(197.40)	
15590	OP SPE PHX1, LLC	Deposit Refund	(198.34)	
15591	Opendoor Labs, Inc	Deposit Refund	(195.79)	
15592	Paul Cottier	Overpayment Refund	(30.00)	
15593	Quest Trust Company FBO Edwin Tojin	Deposit Refund	(122.42)	
15594	Renu Property Mgt Texas, LLC	Deposit Refund	(151.22)	
15595	Robert E Ellis / Glenyss Ellis	Deposit Refund	(93.80)	
15596	Robert Mitchell	Overpayment Refund	(87.88)	
15597	Terry McKeel	Deposit Refund	(49.14)	
15598	Tricon SFR 2020-2 Borrower LLC	Deposit Refund	(141.73)	
15599	Viet Tex Inc	Overpayment Refund	(125.23)	
15600	Arbitrage Compliance Specialists Inc.	Arbitrage Expense	(1,050.00)	
15601	Association of Water Board Directors	2023 Mid Winter Conference Registration	(1,140.00)	
15602	Atascocita Joint Operations Board	Schedule B & C Costs	(43,979.02)	
15603	BGE, Inc.	Engineering Fees	(8,104.12)	
15604	CDC Unlimited, LLC	Mowing Expense	(2,162.00)	
15605	Centerpoint Energy	Utilities Expense	(68.79)	

## Cash Flow Report - Checking Account

As of August 16, 2022

Num	Name	Memo	Amount	Balance
Disbursements				
15606	DSHS Central Lab MC2004	Laboratory Expense	(318.53)	
15607	DXI Industries	Chemical Expenses	(1,044.35)	
15608	Hudson Energy	Utilities Expense	(10,045.13)	
15609	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(5,470.29)	
15610	Napco Chemicals	Chemicals Expense	(3,748.50)	
15611	NHCRWA	Water Authority Fees	(164,852.55)	
15612	Norton Rose Fulbright US LLP	Legal Fees	(4,066.25)	
15613	Sun Coast Resources, Inc.	Chemicals Expense	(348.89)	
15614	Today's Integration	Security Monitoring	(2,208.00)	
15615	Water Utility Services, Inc.	Laboratory Fees	(340.00)	
15616	Owen H. Parker	Fees of Office - 8/1,8/11 & Expense	(455.81)	
15617	Robin Sulpizio	Expenses	(65.00)	
15618	Harris County Treasurer	Patrol Services	(18,591.00)	
15619	WWWMS	Maintenance and Operations	(56,195.12)	
15620	Nancy Frank	Expenses	(29.95)	
15621	McCall Gibson Swedlund Barfoot PLLC	Audit Expense	(13,500.00)	
15622	GFL Environmental	Garbage Expense	0.00	
15623	Century Link	Telephone Expense	0.00	
15624	Centerpoint Energy	Utilities Expense	0.00	
Fee	Central Bank	Service Charge	(40.00)	
Wire	Harris County MUD 109	Transfer to TX Class MM	(120,000.00)	
Total Disbursements				(463,922.67)
BALANCE AS OF 08/16/2022				\$4,144.46

Harris County MUD No 109 - GOF  
**Cash Flow Report - Operator Account**  
 As of August 16, 2022

Num	Name	Memo	Amount	Balance
BALANCE AS OF 07/20/2022				\$163,515.78
Receipts				
	Tap Connections (2)		8,404.53	
	Accounts Receivable		115,083.16	
	Accounts Receivable		156,029.36	
Total Receipts			156,029.36	279,517.05
Disbursements				
Fee	Central Bank	Service Charge	(40.00)	
Fee	Central Bank	Chargeback Fees	(49.06)	
Wire	Harris County MUD 109	Wire Transfer to Checking	(243,215.47)	
Total Disbursements			(243,304.53)	(243,304.53)
BALANCE AS OF 08/16/2022				\$199,728.30



Harris County MUD No 109 - CPF  
**Cash Flow Report - Checking Account**  
 As of August 16, 2022

Num	Name	Memo	Amount	Balance
BALANCE AS OF 07/20/2022				\$500.00
Receipts				
	Series 2017 - Wire Transfer from Money Market		139,786.74	
Total Receipts				139,786.74
Disbursements				
2022	BGE, Inc.	Engineering - WP2 Construction	(7,895.53)	
2023	Schier Construction Company, Inc.	Pay Estimate No. 14 - Water Plant No. 2 Expansio	(131,851.21)	
Fee	Central Bank	Service Charge	(40.00)	
Total Disbursements				(139,786.74)
BALANCE AS OF 08/16/2022				\$500.00

## Account Balances

As of August 16, 2022

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Operating</b>					
Certificates of Deposit					
VERITEX COMMUNITY BANK (XXXX0447)	11/24/2021	11/24/2022	0.30 %	240,000.00	
BANCORPSOUTH (XXXX0688)	12/22/2021	12/22/2022	0.41 %	240,000.00	
SIMMONS BANK (XXXX0945)	01/12/2022	01/12/2023	0.25 %	240,000.00	
FRONTIER BANK (XXXX2232)	01/16/2022	01/16/2023	0.50 %	240,000.00	
PLAINS STATE BANK (XXXX1359)	01/25/2022	01/25/2023	0.25 %	240,000.00	
SOUTH STAR BANK (XXXX0129)	02/19/2022	02/19/2023	0.15 %	240,000.00	
LONE STAR BANK (XXXX2426)	02/27/2022	02/27/2023	0.35 %	240,000.00	
UNITY NATIONAL BANK (XXXX4677)	03/28/2022	03/28/2023	0.25 %	245,000.00	
ALLEGIANCE BANK (XXXX0213)	04/22/2022	04/22/2023	0.20 %	240,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/22/2017		2.23 %	1,641,516.52	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1891)			0.00 %	4,144.46	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00 %	199,728.30	Operator
Totals for Operating Fund:				\$4,010,389.28	
<b>Fund: Capital Projects</b>					
Money Market Funds					
TEXAS CLASS (XXXX0002)	03/22/2017		2.23 %	607,914.74	Series 2017
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1875)			0.00 %	500.00	Checking Account
Totals for Capital Projects Fund:				\$608,414.74	
<b>Fund: Debt Service</b>					
Certificates of Deposit					
FRONTIER BANK - DEBT (XXXX2636)	08/30/2021	08/30/2022	0.50 %	240,000.00	
THIRD COAST BANK-DEBT (XXXX6273)	09/22/2021	09/21/2022	0.40 %	240,000.00	
SOUTH STAR BANK-DEBT (XXXX0072)	09/22/2021	09/22/2022	0.15 %	240,000.00	
SUNFLOWER BANK-DEBT (XXXX2151)	03/19/2022	03/19/2023	0.19 %	240,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0003)	03/22/2017		2.23 %	1,802,860.48	
Totals for Debt Service Fund:				\$2,762,860.48	
Grand total for Harris County MUD No. 109:				\$7,381,664.50	

# Capital Projects Fund Breakdown

Harris County MUD 109

As of Date 8/16/2022

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## Net Proceeds for All Bond Issues

### Receipts

Bond Proceeds - Series 2017	\$12,100,000.00
Interest Earnings - Series 2017	243,755.98

### Disbursements

Disbursements - Series 2017	(11,735,341.24)
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<b>Total Cash Balance</b>	<b>\$608,414.74</b>
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## Balances by Account

Central Bank - Checking	\$500.00
TX Class - Series 2017	607,914.74

<b>Total Cash Balance</b>	<b>\$608,414.74</b>
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## Balances by Bond Series

Bond Proceeds - Series 2017	\$608,414.74
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<b>Total Cash Balance</b>	<b>\$608,414.74</b>
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## Remaining Costs/Surplus By Bond Series

Remaining Costs - Series 2017	\$56,443.33
Proposed Surplus Project - WP 2 Expansion	551,971.41

<b>Total Amount in Remaining Costs</b>	<b>\$608,414.74</b>
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Surplus & Interest - Series 2017	\$0.00
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<b>Total Surplus &amp; Interest Balance</b>	<b>\$0.00</b>
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<b>Total Remaining Costs/Surplus</b>	<b>\$608,414.74</b>
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# Cost Comparison - \$12,100,000 - Series 2017

Harris County MUD 109

	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE (OVER)/UNDER
<b>CONSTRUCTION COSTS</b>				
<b>Developer Items</b>				
1. Rivergrove, Section 1 - Water, Wastewater & Drainage	\$191,360.00	\$191,359.51	\$0.00	\$0.49
2. Rivergrove, Section 2 - Water, Wastewater & Drainage	125,139.00	125,139.00	0.00	0.00
3. Rivergrove, Section 3 - Water, Wastewater & Drainage	353,345.00	353,344.99	0.00	0.01
4. Rivergrove, Section 4 - Water, Wastewater & Drainage	881,359.00	881,359.20	0.00	(0.20)
5. Rivergrove Drainage Swales	52,480.00	52,479.50	0.00	0.50
6. Rivergrove, Section 5 - Water, Wastewater & Drainage	668,281.00	603,157.27	0.00	65,123.73
7. Rivergrove, Section 6 - Water, Wastewater & Drainage	427,157.00	403,019.99	0.00	24,137.01
8. Rivergrove Clearing and Grubbing, Sections 1 & 2	33,135.00	33,135.00	0.00	0.00
9. Rivergrove Clearing and Grubbing, Section 3	15,524.00	15,524.00	0.00	0.00
10. Rivergrove Clearing and Grubbing, Section 4	20,155.00	20,154.50	0.00	0.50
11. Rivergrove Clearing and Interim Drainage, Sections 5-6	84,391.00	84,391.25	0.00	(0.25)
12. Kings Lake Estates Section 8 - Water, Wastewater & Drainage	1,851,399.00	1,851,398.80	0.00	0.20
13. Stormwater Pollution Prevention Plans	206,123.00	134,172.92	0.00	71,950.08
14. Geotechnical Reports and Materials Testing	124,233.00	80,105.42	0.00	44,127.58
15. Contingency	109,543.00	58,257.52	0.00	51,285.48
16. Engineering Fees	706,603.00	706,603.00	0.00	0.00
17. Rivergrove Due Diligence	34,023.00	34,023.41	0.00	(0.41)
<b>Subtotal Developer Items</b>	<b>\$5,884,250.00</b>	<b>\$5,627,625.28</b>	<b>\$0.00</b>	<b>\$256,624.72</b>
<b>District Items</b>				
1. Kings Lake Estates Lift Station No. 2 Improvements	\$371,240.00	\$362,689.62	\$0.00	\$8,550.38
2. Kings Lake Estates Lift Station No. 3	460,869.00	417,828.05	0.00	43,040.95
3. Water Plant No. 1 Elevated Storage Tank Recoating	500,000.00	500,000.00	0.00	0.00
4. Water Plant No. 2 Elevated Storage Tank Recoating	500,000.00	500,000.00	0.00	0.00
5. Water Plant No. 2 Buildout	1,600,000.00	1,600,000.00	0.00	0.00
6. Contingencies (10% of Items 1, 3-5)	297,124.00	297,124.00	0.00	0.00
7. Engineering (20.89% of Items 1-2)	173,812.00	160,240.92	13,571.08	0.00
8. Engineering (15% of Items 3-5)	390,000.00	390,000.00	0.00	0.00
<b>Subtotal District Items</b>	<b>\$4,293,045.00</b>	<b>\$4,227,882.59</b>	<b>\$13,571.08</b>	<b>\$51,591.33</b>
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$10,177,295.00</b>	<b>\$9,855,507.87</b>	<b>\$13,571.08</b>	<b>\$308,216.05</b>
<b>NON-CONSTRUCTION COSTS</b>				
A. Legal Fees	\$231,000.00	\$231,000.00	\$0.00	\$0.00
B. Fiscal Agent Fees	242,000.00	242,000.00	0.00	0.00
C. Interest				
1. Capitalized Interest (1 year @ 4.50%)	396,191.00	396,191.41	0.00	(0.41)
2. Developer Interest	383,273.00	383,272.81	0.00	0.19
D. Bond Discount (3.00%)	262,563.00	262,563.40	0.00	(0.40)
E. Bond Issuance Expenses	28,854.00	28,854.00	0.00	0.00
F. Attorney General Fee	9,500.00	9,500.00	0.00	0.00
G. TCEQ Bond Issuance Fee	30,250.00	30,250.00	0.00	0.00
H. Bond Application Report Cost	45,000.00	45,000.00	0.00	(0.00)
I. Rivergrove Studies	45,328.00	45,328.00	0.00	0.00
J. Contingency	248,746.00	205,873.75	42,872.25	0.00
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>\$1,922,705.00</b>	<b>\$1,879,833.37</b>	<b>\$42,872.25</b>	<b>(\$0.62)</b>
<b>TOTAL BOND ISSUE REQUIREMENT</b>	<b>\$12,100,000.00</b>	<b>\$11,735,341.24</b>	<b>\$56,443.33</b>	<b>\$308,215.43</b>
			Interest Earned	\$243,755.98
			Total Surplus & Interest	\$551,971.41
			Total Remaining Funds	<b>\$608,414.74</b>

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

July 2022

		July 2022			June 2022 - July 2022			Annual
		Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	Budget
<b>Revenues</b>								
14110	Water - Customer Service Revenu	59,321	46,500	12,821	114,948	89,000	25,948	510,000
14112	Surface Water - Reserve	143,371	130,000	13,371	296,072	275,000	21,072	1,239,600
14140	Connection Fees	2,925	2,008	917	5,550	4,017	1,533	24,100
14150	Tap Connections	7,905	1,250	6,655	7,905	2,500	5,405	15,000
14210	Sewer - Customer Service Fee	57,932	51,492	6,441	112,165	102,983	9,181	617,900
14220	Inspection Fees	801	900	(99)	1,602	1,800	(198)	10,800
14310	Penalties & Interest	8,241	6,000	2,241	15,704	12,000	3,704	72,000
14330	Miscellaneous Income	0	100	(100)	0	200	(200)	1,200
14340	COH Rebate	7,973	7,850	123	16,906	15,700	1,206	94,200
14350	Maintenance Tax Collections	0	0	0	0	0	0	1,446,483
14370	Interest Earned on Temp. Invest	2,386	3,521	(1,136)	3,899	7,043	(3,144)	42,257
14380	Interest Earned on Checking	157	2	155	313	3	310	20
14650	Water Sales to HC 151	1,237	1,008	228	2,297	2,017	280	12,100
<b>Total Revenues</b>		292,248	250,631	41,616	577,361	512,263	65,098	4,085,660
<b>Expenditures</b>								
16010	Operations - Water	9,338	9,100	238	18,656	18,200	456	109,200
16030	Operations - Sewer	2,315	2,367	(52)	4,628	4,733	(105)	28,400
16110	Tap Connection Expense	0	583	(583)	0	1,167	(1,167)	7,000
16120	Surface Water Fee	164,853	131,067	33,786	348,055	262,133	85,921	1,572,800
16130	Maintenance & Repairs - Water	26,596	21,817	4,779	63,995	43,633	20,362	261,800
16140	Chemicals - Water	4,663	3,992	671	9,798	7,983	1,815	47,900
16150	Laboratory Expense - Water	340	367	(27)	870	733	137	4,400
16160	Utilities	10,265	9,600	665	20,048	19,200	848	115,200
16180	Reconnections	1,045	867	178	2,075	1,733	342	10,400
16190	Disconnect Expense	360	233	127	720	467	253	2,800
16200	Mowing - Water	1,159	1,117	42	3,473	2,233	1,239	13,400
16210	Inspection Expense	0	300	(300)	0	600	(600)	3,600
16220	Purchase Sewer Service	43,895	45,625	(1,730)	87,717	91,250	(3,533)	547,500
16230	Maintenance & Repairs - Sewer	12,143	15,800	(3,657)	24,261	31,600	(7,339)	189,600
16240	Chemicals - Sewer	349	58	291	349	117	232	700
16250	Lab Fees - Sewer	319	75	244	319	150	169	900
16280	Mowing - Sewer	1,003	1,000	3	3,083	2,000	1,083	12,000
16320	Arbitrage Expense	1,050	1,500	(450)	1,050	1,500	(450)	3,250
16327	TCEQ Fees	0	0	0	0	0	0	5,600
16330	Legal Fees	4,066	5,283	(1,217)	8,511	10,567	(2,055)	63,400
16340	Auditing Fees	13,500	13,500	0	13,500	13,500	0	16,800
16350	Engineering Fees	4,866	6,667	(1,800)	9,928	13,333	(3,405)	80,000
16354	GIS Expense	0	167	(167)	0	333	(333)	2,000
16360	Garbage Expense	0	358	(358)	0	717	(717)	4,300
16380	Permit Expense	0	0	0	0	0	0	7,200
16390	Telephone Expense	876	833	43	1,752	1,667	86	10,000
16420	Service Account Collection	2,424	3,117	(693)	5,041	6,233	(1,192)	37,400
16430	Bookkeeping Fees	5,317	3,333	1,983	7,063	6,667	396	40,000
16460	Printing & Office Supplies	2,236	2,433	(197)	4,749	4,867	(118)	29,200
16480	Delivery Expense	6	108	(102)	12	217	(205)	1,300
16520	Postage	52	2,825	(2,773)	167	5,650	(5,483)	33,900
16530	Insurance & Surety Bond	0	0	0	0	0	0	31,000
16540	Travel Expense	26	8	18	40	17	23	100
16550	Website Expense	0	58	(58)	188	117	71	700
16560	Miscellaneous Expense	471	350	121	723	700	23	4,200
16570	AWBD Expense	6,163	650	5,513	6,163	1,300	4,863	7,800

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

July 2022

	July 2022			June 2022 - July 2022			Annual Budget
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	
<b>Expenditures</b>							
16580 Bank Fees	80	100	(20)	160	200	(40)	1,200
16590 Security Monitoring	2,208	858	1,350	2,208	1,717	491	10,300
16592 Security Patrol Expense	18,592	18,592	0	37,184	37,184	0	223,104
16600 Payroll Expenses	3,875	2,083	1,792	5,167	4,167	1,001	25,000
<b>Total Expenditures</b>	<b>344,451</b>	<b>306,792</b>	<b>37,659</b>	<b>691,652</b>	<b>598,584</b>	<b>93,068</b>	<b>3,565,354</b>
<b>Other Revenues</b>							
14720 Transfer from Operating Reserve	0	0	0	0	0	0	29,694
<b>Total Other Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>29,694</b>
<b>Other Expenditures</b>							
17000 Capital Outlay	839	839	0	24,120	24,119	1	550,000
17010 Capital Outlay - Barents Dr L/S	420	0	420	420	0	420	0
<b>Total Other Expenditures</b>	<b>1,259</b>	<b>839</b>	<b>420</b>	<b>24,540</b>	<b>24,119</b>	<b>421</b>	<b>550,000</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$53,461)</b>	<b>(\$57,000)</b>	<b>\$3,538</b>	<b>(\$138,830)</b>	<b>(\$110,440)</b>	<b>(\$28,390)</b>	<b>\$0</b>

## Balance Sheet

As of July 31, 2022

Jul 31, 22

## ASSETS

## Current Assets

## Checking/Savings

7 Uj\ j\o'6Ub\_ 456,996

C dYfUcf 199,728

## Total Checking/Savings

656,725

## Other Current Assets

Hja Y8 Ydcgjh 3,686,517

5Wti bhgF Wj UY 313,905

A UjbYbUbW HU F Wj UY 63,441

5Wti YX -bhYfgh 2,518

8 i Y: fca '7C < 24,406

8 i Y: fca 'HU '5Wti bh 520,770

F Ygfj Y j\o'5'7'D' 266,398

## Total Other Current Assets

4,877,955

## Total Current Assets

5,534,680

## TOTAL ASSETS

5,534,680

## LIABILITIES &amp; EQUITY

## Liabilities

## Current Liabilities

## Accounts Payable

5Wti bhgDUHUY 256,265

## Total Accounts Payable

256,265

## Other Current Liabilities

8 YZffYX HU Yg 63,441

Duhfc'' @Uj\ j\Yg 551

7i ghca Yf A Yf'8 Ydcgjh 287,521

8 Ydcgjh! C h Yf 2,000

8 i Yfc H79E 2,282

l bWUja YX DfcdYfjm 2,094

@Y'5bbY Ujcb (75,796)

6UfYbgh'5bbY Ujcb (27,880)

7ci bhfmGfUa VY (15,111)

Nja a Yfa Ub'DfcdYfjYg! - UfY 5,000

A UXyb HfUW 5,000

## Total Other Current Liabilities

249,100

## Total Current Liabilities

505,365

## Total Liabilities

505,365

## Equity

l bU'cWfYX: i bX'6UUbW 5,168,145

Net Income (138,830)

## Total Equity

5,029,315

## TOTAL LIABILITIES &amp; EQUITY

5,534,680

## District Debt Service Payments

08/16/2022 - 08/31/2023

Paying Agent	Series	Date Due	Date Paid	Principal	Interest	Total Due
Debt Service Payment Due 10/01/2022						
Bank of New York	2011 - Refunding	10/01/2022		625,000.00	12,500.00	637,500.00
Bank of New York	2013 - Refunding	10/01/2022		115,000.00	1,581.25	116,581.25
Regions Bank	2015 - Refunding	10/01/2022		70,000.00	71,215.50	141,215.50
Bank of New York	2017 - WS&D	10/01/2022		430,000.00	186,371.88	616,371.88
Bank of New York	2021 - Refunding	10/01/2022		20,000.00	49,425.00	69,425.00
		Total Due 10/01/2022		1,260,000.00	321,093.63	1,581,093.63
Debt Service Payment Due 04/01/2023						
Regions Bank	2015 - Refunding	04/01/2023		0.00	70,308.00	70,308.00
Bank of New York	2017 - WS&D	04/01/2023		0.00	182,071.88	182,071.88
Bank of New York	2021 - Refunding	04/01/2023		0.00	49,125.00	49,125.00
		Total Due 04/01/2023		0.00	301,504.88	301,504.88
		District Total		\$1,260,000.00	\$622,598.51	\$1,882,598.51



**Harris County MUD No 109 - GOF  
Annexations**

**All Transactions**

Date	Num	Name	Memo	Debit	Credit	Balance
<b>12787 · Lee Annexation</b>						
04/26/2019	JE		Deposit for Annexation		15,000.00	15,000.00
05/31/2019	5-190176	BGE, Inc.	Engineering Fees - Annexation No. 11	984.83		14,015.17
06/30/2019	6-190136	BGE, Inc.	Engineering Fees - Annexation No. 11	3,418.23		10,596.94
07/31/2019	7-190471	BGE, Inc.	Engineering Fees - Annexation No. 11	1,887.45		8,709.49
07/31/2019	9495136631	Norton Rose Fulbright US LLP	Legal Fees	172.50		8,536.99
08/31/2019	191647	The Research Staff, Inc.	Title Report - Annexation	80.00		8,456.99
08/31/2019	PS119001733	Harris County Appraisal District	Certificate of Ownership - Annexation	5.00		8,451.99
08/31/2019	8-190493	BGE, Inc.	Engineering Fees - Annexation No. 11	398.44		8,053.55
08/31/2019	9495142345	Norton Rose Fulbright US LLP	Legal Fees	702.50		7,351.05
09/30/2019	9495149477	Norton Rose Fulbright US LLP	Legal Fees	143.75		7,207.30
10/31/2019	10-190502	BGE, Inc.	Engineering Fees - Annexation No. 11	273.44		6,933.86
10/31/2019	9495155990	Norton Rose Fulbright US LLP	Legal Fees - Annexation	1,548.75		5,385.11
11/30/2019	11-190054	BGE, Inc.	Engineering Fees - Annexation No. 11	2,167.95		3,217.16
11/30/2019	9495163224	Norton Rose Fulbright US LLP	Legal Fees	742.50		2,474.66
12/31/2019	12-190187	BGE, Inc.	Engineering Fees - Annexation No. 11	1,289.06		1,185.60
12/31/2019	9495170944	Norton Rose Fulbright US LLP	Legal Fees - Annexation	496.18		689.42
01/31/2020	9495175858	Norton Rose Fulbright US LLP	Legal Fees - Annexation	270.00		419.42
02/29/2020	2-200558	BGE, Inc.	Engineering Fees - Annexation No. 11	195.31		224.11
02/29/2020	9495182734	Norton Rose Fulbright US LLP	Legal Fees - Annexation	270.00		-45.89
04/30/2020	9495196527	Norton Rose Fulbright US LLP	Legal Fees - Annexation	360.00		-405.89
06/30/2020	9495209384	Norton Rose Fulbright US LLP	Legal Fees - Annexation	90.00		-495.89
07/31/2020	9495216040	Norton Rose Fulbright US LLP	Legal Fees - Annexation	0.00		-495.89
08/31/2020	9495222409	Norton Rose Fulbright US LLP	11th Annexation	691.35		-1,187.24
09/30/2020	9495231141	Norton Rose Fulbright US LLP	11th Annexation	71.39		-1,258.63
10/31/2020	9495236610	Norton Rose Fulbright US LLP	11th Annexation	0.00		-1,258.63
11/30/2020	9495244364	Norton Rose Fulbright US LLP	11th Annexation	1,050.00		-2,308.63
12/02/2020	JE		Deposit for Lee Annexation		15,000.00	12,691.37
12/31/2020	9495251043	Norton Rose Fulbright US LLP	11th Annexation	300.00		12,391.37
01/31/2021	HCMUD109L...	ROW Management LLC	Lee Annexation Expense	1,560.00		10,831.37
01/31/2021	9495256008	Norton Rose Fulbright US LLP	11th Annexation	0.00		10,831.37
02/28/2021	HCMUD109L...	ROW Management LLC	Lee Annexation Expense	3,640.00		7,191.37
05/31/2021	AJE 4		Lee Annex Engineer to increase Lee Annex ...	7,810.78		-619.41
05/31/2021	AJE 5		Adjust Lee and Barents after review of enfn...	157.01		-776.42
06/30/2021	6-210975	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	1,552.95		-2,329.37
07/31/2021	7-210916	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	1,942.88		-4,272.25
08/31/2021	8-211098	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	3,791.52		-8,063.77
09/30/2021	9-210996	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	839.23		-8,903.00
10/31/2021	10-211116	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	693.11		-9,596.11
11/30/2021	11-210356	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	538.91		-10,135.02
01/31/2022	1-220949	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	1,437.97		-11,572.99
02/28/2022	2-221232	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	2,830.52		-14,403.51
03/31/2022	3-221422	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	1,634.80		-16,038.31
04/30/2022	4-221382	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	4,769.30		-20,807.61
04/30/2022	PE 1	Underground Construction Solutions,...	Pay Estimate No. 1 - Lee Tract Waterline Ex...	53,187.00		-73,994.61
05/31/2022	5-221036	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	1,710.11		-75,704.72
06/30/2022	6-220939	BGE, Inc.	Engineering Fees - Lee Tract Waterline Exte...	91.00		-75,795.72
Total 12787 · Lee Annexation				105,795.72	30,000.00	-75,795.72
<b>12788 · Barents Annexation</b>						
08/31/2019	Rcpt	BBVA	Barents Annexation Deposit - Ida Gilbert		5,000.00	5,000.00
08/31/2019	Rcpt	BBVA	Barents Annexation Deposit - GAP Plumbin...		5,000.00	10,000.00
08/31/2019	9495142345	Norton Rose Fulbright US LLP	Legal Fees	322.50		9,677.50
09/03/2019	Rcpt	BBVA	Barents Annexation Deposit - Champ Auto ...		5,000.00	14,677.50
09/30/2019	9-190038	BGE, Inc.	Engineering Fees - Annexation No. 12	1,205.47		13,472.03
09/30/2019	9495149477	Norton Rose Fulbright US LLP	Legal Fees	143.75		13,328.28
10/31/2019	9495155990	Norton Rose Fulbright US LLP	Legal Fees - Annexation	517.50		12,810.78
10/31/2019	10-190504	BGE, Inc.	Engineering Fees - Annexation No. 12	6,362.73		6,448.05
11/30/2019	11-190056	BGE, Inc.	Engineering Fees - Annexation No. 12	3,448.57		2,999.48
11/30/2019	9495163224	Norton Rose Fulbright US LLP	Legal Fees	146.25		2,853.23
12/31/2019	12-190189	BGE, Inc.	Engineering Fees - Annexation No. 12	2,516.81		336.42
12/31/2019	9495170944	Norton Rose Fulbright US LLP	Legal Fees - Annexation	1,350.00		-1,013.58
01/31/2020	1-200553	BGE, Inc.	Engineering Fees - Annexation No. 12	292.97		-1,306.55
01/31/2020	9495175858	Norton Rose Fulbright US LLP	Legal Fees - Annexation	0.00		-1,306.55
02/29/2020	2-200560	BGE, Inc.	Engineering Fees - Annexation No. 12	2,171.88		-3,478.43
02/29/2020	2-200525	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibil...	2,762.20		-6,240.63
02/29/2020	9495182734	Norton Rose Fulbright US LLP	Legal Fees - Annexation	0.00		-6,240.63
03/31/2020	3-200228	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibil...	454.00		-6,694.63
04/30/2020	4-200364	BGE, Inc.	Engineering Fees - Annexation No. 12	2,332.65		-9,027.28
04/30/2020	4-200354	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibil...	3,165.61		-12,192.89
04/30/2020	9495196527	Norton Rose Fulbright US LLP	Legal Fees - Annexation	0.00		-12,192.89
05/31/2020	5-200205	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibil...	883.59		-13,076.48
06/30/2020	6-200423	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibil...	1,953.10		-15,029.58
06/30/2020	9495209384	Norton Rose Fulbright US LLP	Legal Fees - Annexation	978.75		-16,008.33
07/31/2020	7-200217	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibil...	390.62		-16,398.95
07/31/2020	9495216040	Norton Rose Fulbright US LLP	Legal Fees - Annexation	243.75		-16,642.70
08/31/2020	9495222409	Norton Rose Fulbright US LLP	12th Annexation	3,286.35		-19,929.05
09/30/2020	9495231141	Norton Rose Fulbright US LLP	12th Annexation	71.39		-20,000.44
10/31/2020	9495236610	Norton Rose Fulbright US LLP	12th Annexation	341.25		-20,341.69
11/30/2020	9495244364	Norton Rose Fulbright US LLP	12th Annexation	250.00		-20,591.69
12/31/2020	9495251043	Norton Rose Fulbright US LLP	12th Annexation	150.00		-20,741.69
01/31/2021	9495256008	Norton Rose Fulbright US LLP	12th Annexation	740.00		-21,481.69
02/28/2021	9495262527	Norton Rose Fulbright US LLP	12th Annexation	1,080.33		-22,562.02

## Harris County MUD No 109 - GOF

### Annexations

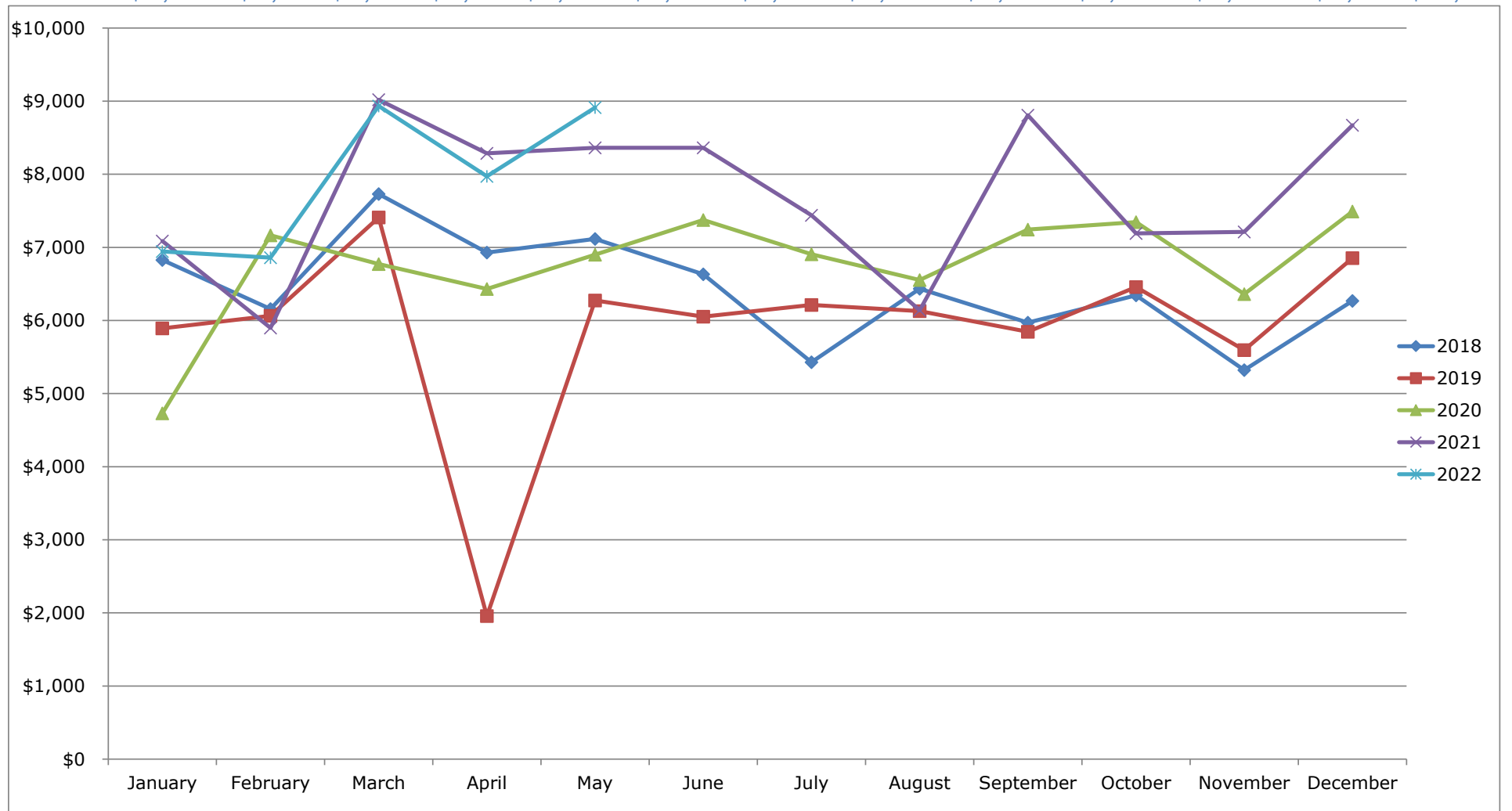
#### All Transactions

Date	Num	Name	Memo	Debit	Credit	Balance
03/31/2021	9495270101	Norton Rose Fulbright US LLP	12th Annexation	570.00		-23,132.02
04/30/2021	9495276855	Norton Rose Fulbright US LLP	12th Annexation	770.00		-23,902.02
05/31/2021	9495283640	Norton Rose Fulbright US LLP	12th Annexation	530.00		-24,432.02
05/31/2021	AJE 5		Adjust Lee and Barents after review of enfin...		157.01	-24,275.01
06/30/2021	9495291784	Norton Rose Fulbright US LLP	12th Annexation	300.00		-24,575.01
07/31/2021	9495297183	Norton Rose Fulbright US LLP	12th Annexation	350.00		-24,925.01
08/31/2021	W/O 98752653	Centerpoint Energy	Defined Easement	1,700.00		-26,625.01
08/31/2021	9495303961	Norton Rose Fulbright US LLP	12th Annexation	100.00		-26,725.01
09/30/2021	9495311756	Norton Rose Fulbright US LLP	12th Annexation	230.00		-26,955.01
10/31/2021	9495317946	Norton Rose Fulbright US LLP	12th Annexation	200.00		-27,155.01
11/30/2021	9495324857	Norton Rose Fulbright US LLP	12th Annexation	520.00		-27,675.01
12/31/2021	9495330927	Norton Rose Fulbright US LLP	12th Annexation	150.00		-27,825.01
01/31/2022	9495336660	Norton Rose Fulbright US LLP	12th Annexation	55.00		-27,880.01
Total 12788 · Barents Annexation				43,037.02	15,157.01	-27,880.01
<b>12790 · Country Scramble</b>						
02/29/2020	2-200526	BGE, Inc.	Engineering Fees - Country Scramble	13,193.61		-13,193.61
03/31/2020	3-200229	BGE, Inc.	Engineering Fees - Country Scramble	585.93		-13,779.54
04/30/2020	4-200355	BGE, Inc.	Engineering Fees - Country Scramble	355.31		-14,134.85
05/31/2020	5-200206	BGE, Inc.	Engineering Fees - Country Scramble	390.62		-14,525.47
06/30/2020	6-200424	BGE, Inc.	Engineering Fees - Country Scramble	195.31		-14,720.78
07/31/2020	7-200218	BGE, Inc.	Engineering Fees - Country Scramble	390.62		-15,111.40
05/31/2021	AJE 3		To adjust Fund Balance to match last year a...		14,525.47	-585.93
06/02/2021	AJE 3R		Reverse of GJE AJE 3 -- To adjust Fund Bal...	14,525.47		-15,111.40
Total 12790 · Country Scramble				29,636.87	14,525.47	-15,111.40
<b>12791 · Zimmerman Properties - 9 acre</b>						
07/14/2022	Rcpt		Zimmerman Feasibility		5,000.00	5,000.00
Total 12791 · Zimmerman Properties - 9 acre				0.00	5,000.00	5,000.00
<b>12792 · Madden Tract</b>						
07/21/2022	Rcpt		Madden Annexation		5,000.00	5,000.00
Total 12792 · Madden Tract				0.00	5,000.00	5,000.00
<b>TOTAL</b>				<b>178,469.61</b>	<b>69,682.48</b>	<b>-108,787.13</b>

# Sales Tax Revenue History

Harris County MUD No. 109

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2018	\$6,828	\$6,158	\$7,730	\$6,930	\$7,116	\$6,632	\$5,430	\$6,434	\$5,972	\$6,345	\$5,322	\$6,267	\$77,163
2019	\$5,893	\$6,065	\$7,408	\$1,957	\$6,274	\$6,053	\$6,211	\$6,128	\$5,846	\$6,457	\$5,596	\$6,855	\$70,743
2020	\$4,731	\$7,165	\$6,772	\$6,430	\$6,900	\$7,374	\$6,906	\$6,552	\$7,243	\$7,347	\$6,362	\$7,490	\$81,272
2021	\$7,086	\$5,898	\$9,019	\$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								\$39,622
<b>Total</b>	<b>\$36,915</b>	<b>\$37,849</b>	<b>\$47,248</b>	<b>\$37,297</b>	<b>\$44,258</b>	<b>\$36,534</b>	<b>\$31,570</b>	<b>\$30,476</b>	<b>\$34,901</b>	<b>\$34,248</b>	<b>\$30,376</b>	<b>\$36,508</b>	<b>\$438,180</b>



# Cash Flow Forecast

Harris County MUD 109

	5/23	5/24	5/25	5/26	5/27
Assessed Value	\$776,843,953	\$776,843,953	\$776,843,953	\$776,843,953	\$776,843,953
Maintenance Tax Rate	\$0.190	\$0.190	\$0.190	\$0.190	\$0.190
Maintenance Tax	\$1,446,483	\$1,446,483	\$1,446,483	\$1,446,483	\$1,446,483
% Change in Water Rate		1.00%	1.00%	1.00%	1.00%
% Change in Wastewater Rate		3.00%	3.00%	3.00%	3.00%
% Change in NHCRWA		10.00%	10.00%	10.00%	10.00%
% Change in Expenses		5.00%	5.00%	5.00%	5.00%
<b>Beginning Cash Balance 6-1-2022</b>	<b>\$4,508,137</b>	<b>\$4,478,443</b>	<b>\$4,353,022</b>	<b>\$4,214,848</b>	<b>\$4,376,361</b>
<b>Revenues</b>					
Maintenance Tax	\$1,446,483	\$1,446,483	\$1,446,483	\$1,446,483	\$1,446,483
Water Revenue	510,000	515,100	520,251	525,454	530,708
Wastewater Revenue	617,900	636,437	655,530	675,196	695,452
NHCRWA Revenue	1,239,600	1,363,560	1,499,916	1,649,908	1,814,898
Other	271,678	285,262	299,525	314,501	330,226
<b>Total Revenues</b>	<b>\$4,085,661</b>	<b>\$4,246,842</b>	<b>\$4,421,706</b>	<b>\$4,611,542</b>	<b>\$4,817,768</b>
<b>Expenses</b>					
NHCRWA	\$1,572,800	\$1,730,080	\$1,903,088	\$2,093,397	\$2,302,736
Other Expenses	1,992,555	2,092,183	2,196,792	2,306,631	2,421,963
<b>Total Expenses</b>	<b>\$3,565,355</b>	<b>\$3,822,263</b>	<b>\$4,099,880</b>	<b>\$4,400,028</b>	<b>\$4,724,700</b>
<b>Net Surplus</b>	<b>\$520,306</b>	<b>\$424,580</b>	<b>\$321,826</b>	<b>\$211,514</b>	<b>\$93,069</b>
<b>Capital Outlay</b>					
Capital Outlay - AJOB	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
WP 1 Well Rehab & Motor Replacement	0	200,000	0	0	0
WP 1 Electrical Control Improvements	0	250,000	210,000	0	0
WP 1 GST 1 Replacement	250,000	0	0	0	0
WP 2 Well Rehab & Motor Replacement	0	0	200,000	0	0
HC 46 Water Interconnect	0	50,000	0	0	0
Manholes Valve Rehab	250,000	0	0	0	0
<b>Total Capital Outlay</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$460,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>Construction Surplus</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Ending Cash Balance</b>	<b>\$4,478,443</b>	<b>\$4,353,022</b>	<b>\$4,214,848</b>	<b>\$4,376,361</b>	<b>\$4,419,430</b>
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**Operating Reserve % of Exp**

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Percentage	126%	114%	103%	99%	94%
Number of Months	15	14	12	12	11

**Bond Authority**

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Remaining Bonding Capacity - \$12,950,000

Maintenance Tax Rate Cap - \$1.00

# 2023 AWBD Mid Winter Conference

Harris County MUD No. 109

Friday, January 27 - Saturday, January 28, 2023

JW Marriott, Austin TX

Director	Registration			Prior Conference Expenses
Name	Attending	Online	Paid	Paid
Cheryl Moore				Yes
Chris Green	Yes	Yes	Yes	Yes
Nancy Frank				Yes
Owen Parker	Yes	Yes	Yes	Yes
Robin Sulpizio	Yes	Yes	Yes	Yes

## Note

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

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

All hotel reservations are the sole responsibility of each attendee.

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

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

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

## Registration Dates

Early Registration:	Begins	7/20/2022	\$380
Regular Registration:	Begins	9/1/2022	\$430
Late Registration	Begins	12/15/2022	\$530

## Cancellation Policy

All cancellations must be made in writing.

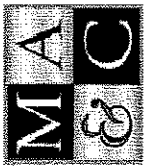
A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 12/14/22.

There will be no refunds after 12/14/22.

## 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.



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

# Harris County Municipal Utility District No. 109 Quarterly Investment Inventory Report Period Ending May 31, 2022

BOARD OF DIRECTORS  
Harris County Municipal  
Utility District No. 109

Attached is the Quarterly Investment Inventory Report for the  
Period ending May 31, 2022.

This report and the District's investment portfolio are in compliance with the  
investment strategies expressed in the District's investment policy, and the  
Public Funds Investment Act.

I, hereby certify that, pursuant to Senate Bill 253 and in connection with the  
preparation of the investment report, I have reviewed the divestment lists  
prepared and maintained by the Texas Comptroller of Public Accounts, and the  
District does not own direct or indirect holdings in any companies identified on such lists.

Mark M. Burton  
(Investment Officer)

Ghia Lewis  
(Investment Officer)

COMPLIANCE TRAINING

HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours  
Within twelve months of taking office and requires at least (4) four hours training within each (2)  
two year period thereafter.

INVESTMENT OFFICERS

Mark M. Burton

Ghia Lewis

CURRENT TRAINING

November 5, 2013 (Texpool Academy 10 Hours)  
November 27, 2015 (Texpool Academy 10 Hours)  
December 26, 2017 (Texpool Academy 10 Hours)  
January 9, 2020 (TexPool Academy 12 Hours)  
December 31, 2021 (Texpool Academy 10 Hours)  
November 7, 2013 (Texpool Academy 10 Hours)  
November 5, 2015 (Texpool Academy 10 Hours)  
November 6, 2017 (Texpool Academy 10 Hours)  
November 5, 2019 (Texpool Academy 10 Hours)  
December 28, 2021 (Texpool Academy 10 Hours)

Harris County MUD No. 109  
**Summary of Money Market Funds**  
 03/01/2022 - 05/31/2022

Fund: Operating		Financial Institution: TEXAS CLASS	Date Opened: 03/22/2017	Current Interest Rate: 1.24%			
Date	Description	Cash Added	Cash Withdrawn	Int. Earned	End Balance		
03/01/2022					1,575,011.21		
03/15/2022	To Checking		(120,000.00)				
03/28/2022	UNITY CDXXXX4677 INTEREST	352.40		370.22			
03/31/2022							
04/19/2022	To Checking		(230,000.00)				
04/30/2022							
05/17/2022	To Checking		(150,000.00)				
05/17/2022	THIRD CDXXXX8790 INTEREST	473.42		526.36			
05/17/2022	WT FROM THIRD CDXXXX8790	240,000.00					
05/31/2022					884.02		
<b>Totals for Account XXXX0001:</b>		\$240,825.82	(\$500,000.00)	\$1,780.60	\$1,317,617.63		
<b>Totals for Operating Fund:</b>		\$240,825.82	(\$500,000.00)	\$1,780.60	\$1,317,617.63		

**Methods Used For Reporting Market Values**  
 Certificates of Deposit: Price Value Plus Accrued Interest  
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing  
 Public Fund Investment Pool/AM Accounts: Balance = Book Value = Current Market



Harris County MUD No. 109  
**Summary of Money Market Funds**  
 03/01/2022 - 05/31/2022

Fund: Capital Projects		Financial Institution: TEXAS CLASS	Date Opened: 03/22/2017	Current Interest Rate: 1.24%				
Account Number: XXXX0002		Description						
Date		Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance		
03/01/2022		1,804,025.50						
03/15/2022	To Checking			(158,241.15)	421.95			
03/31/2022								
04/19/2022	To Checking			(67,263.48)	627.51			
04/30/2022								
05/17/2022				(304,363.16)	985.98			
05/31/2022								
Totals for Account XXXX0002:		\$1,804,025.50		(\$529,867.79)	\$2,035.44	\$1,276,193.15		
Totals for Capital Projects Fund:		\$1,804,025.50		(\$529,867.79)	\$2,035.44	\$1,276,193.15		

**Methods Used For Reporting Market Values**

Certificates of Deposits: Face Value Plus Accrued Interest  
 Securities/Discreet Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing  
 Public Fund Investment Pool/ABM Accounts: Balance = Book Value = Current Market

Harris County MUD No. 109  
**Summary of Money Market Funds**  
 03/01/2022 - 05/31/2022

Fund: Debt Service		Financial Institution: TEXAS CLASS	Date Opened: 03/22/2017	Current Interest Rate: 1.24%	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2022						2,109,079.87				
03/14/2022		PAF BONY SERIES 2017						(750.00)		
03/21/2022		PIONEER CDXXXX2151 INTEREST				720.02				
03/31/2022		BOND PAYMENT REGIONS						(71,215.20)		
03/31/2022		BOND PAYMENT BONY						(241,640.64)		
03/31/2022									507.59	
04/30/2022									697.13	
05/31/2022									1,241.46	
Totals for Account XXXX0003:						\$2,109,079.87	\$720.02	(\$313,605.84)	\$2,446.18	\$1,798,640.23
Totals for Debt Service Fund:						\$2,109,079.87	\$720.02	(\$313,605.84)	\$2,446.18	\$1,798,640.23

**Methods Used For Reporting Market Values**

Certificates of Deposits: Price Value Plus Accrued Interest  
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing  
 Public Fund Investment Pool/AM Accounts: Balance = Book Value = Current Market

Harris County MUD No. 109  
**Summary of Certificates of Deposit with Money Market**  
 03/01/2022 - 05/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
<b>Fund: Operating</b>															
<b>Certificates of Deposit</b>															
ALLEGIANCE BANK	XXXX0213	04/22/21	04/21/22	240,000.00	0.00	0.00	0.00	240,000.00	0.00	0.20%	411.62	480.35	0.00	-80.35	0.00
ALLEGIANCE BANK	XXXX0213	04/22/22	04/22/23	0.00	0.00	240,000.00	0.00	0.00	240,000.00	0.20%	0.00	0.00	0.00	0.00	51.29
BANCORSOUTH	XXXX0688	12/22/21	12/22/22	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.41%	186.02	0.00	0.00	0.00	-431.34
FRONTIER BANK	XXXX2232	01/16/22	01/16/23	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.50%	144.66	0.00	0.00	0.00	443.84
LONE STAR BANK	XXXX2426	02/27/22	02/27/23	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.35%	4.60	0.00	0.00	0.00	214.03
PLAINS STATE BANK	XXXX1359	01/25/22	01/25/23	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.25%	57.53	0.00	0.00	0.00	207.12
SIMMONS BANK	XXXX0945	01/12/22	01/12/23	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.25%	78.90	0.00	0.00	0.00	228.49
Rolled over FROM CD XXXX0459															
SOUTH STAR BANK	XXXX0129	02/19/22	02/19/23	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.15%	9.86	0.00	0.00	0.00	99.62
TEXAS REGIONAL BANK	XXXX3907	09/28/21	06/29/22	245,000.00	0.00	0.00	0.00	0.00	245,000.00	0.13%	134.38	0.00	0.00	0.00	213.79
THIRD COAST BANK, SSB	XXXX8790	09/14/21	05/13/22	240,000.00	0.00	0.00	240,000.00	0.00	0.00	0.30%	331.40	473.42	0.00	-473.42	0.00
CLOSED TO TXCLASS XXXX0001															
UNITY NATIONAL BANK	XXXX4677	08/30/21	03/27/22	245,000.00	0.00	0.00	0.00	245,000.00	0.00	0.25%	307.09	352.40	0.00	352.40	0.00
Rolled over FROM CD XXXX1856															
UNITY NATIONAL BANK	XXXX4677	03/28/22	03/28/23	0.00	0.00	245,000.00	0.00	0.00	245,000.00	0.25%	0.00	0.00	0.00	0.00	107.40
VERITEX COMMUNITY BANK	XXXX0447	11/24/21	11/24/22	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.30%	191.34	0.00	0.00	0.00	370.85
WALLIS BANK	XXXX1242	10/15/21	07/15/22	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.10%	90.08	0.00	0.00	0.00	149.92
<b>Totals for Operating Fund:</b>				2,890,000.00	0.00	485,000.00	240,000.00	485,000.00	2,650,000.00	N/A	1,947.48	1,306.17	0.00	1,306.17	\$2,517.69
<b>Beginning Balance:</b>				\$2,890,000.00											
<b>Plus Principal From Cash:</b>				\$0.00											
<b>Less Principal Withdrawn:</b>				\$240,000.00											
<b>Plus Interest Reinvested:</b>				\$0.00											
<b>Fixed Balance:</b>				\$2,650,000.00											
<b>MM Balance:</b>				\$1,317,617.63											
<b>Total Balance:</b>				\$3,967,617.63											
				<b>Interest Earned:</b>	\$1,306.17										
				<b>Less Beg Accrued Interest:</b>	\$1,947.48										
				<b>Plus End Accrued Interest:</b>	\$2,517.69										
				<b>Fixed Interest Earned:</b>	\$1,876.38										
				<b>MM Interest Earned:</b>	\$1,780.60										
				<b>Total Interest Earned:</b>	\$3,656.98										

**Methods Used For Reporting Market Values**

Certificates of Deposits: Face Value Plus Accrued Interest  
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing  
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

Harris County MUD No. 109  
**Summary of Certificates of Deposit with Money Market**  
 03/01/2022 - 05/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal From Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
<b>Totals for Capital Projects Fund:</b>															
				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:	\$0.00							Interest Earned:	\$0.00						
Plus Principal From Cash:	\$0.00							Less Beg Accrued Interest:	\$0.00						
Less Principal Withdrawn:	\$0.00							Plus End Accrued Interest:	\$0.00						
Plus Interest Reinvested:	\$0.00							Fixed Interest Earned:	\$0.00						
Fixed Balance:	\$0.00							MM Interest Earned:	\$2,035.44						
MM Balance:	\$1,276,193.15							Total Interest Earned:	\$2,035.44						
Total Balance:	\$1,276,193.15														

Methods Used For Reporting Market Values

Certificates of Depositor: Price Value Plus Accrued Interest  
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing  
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

Harris County MUD No. 109  
**Summary of Certificates of Deposit with Money Market**  
 03/01/2022 - 05/31/2022

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal From Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
<b>Fund: Debt Service</b>															
<b>Certificates of Deposit</b>															
FRONTIER BANK - DEBT	XXXX2636	08/30/21	08/30/22	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.50%	601.64	0.00	0.00	0.00	900.82
SOUTH STAR BANK-DEBT	XXXX0072	09/22/21	09/22/22	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.15%	157.81	0.00	0.00	0.00	247.56
SUNFLOWER BANK-DEBT	XXXX2151	03/19/21	03/18/22	240,000.00	0.00	0.00	0.00	240,000.00	0.00	0.29%	661.68	720.02	0.00	720.02	0.00
SUNFLOWER BANK-DEBT	XXXX2151	03/19/22	03/19/23	0.00	0.00	240,000.00	0.00	0.00	240,000.00	0.19%	0.00	0.00	0.00	0.00	91.20
THIRD COAST BANK-DEBT	XXXX6273	09/22/21	09/21/22	240,000.00	0.00	0.00	0.00	0.00	240,000.00	0.40%	420.82	0.00	0.00	0.00	660.16
<b>Totals for Debt Service Fund:</b>				960,000.00	0.00	240,000.00	0.00	240,000.00	960,000.00	N/A	1,841.95	720.02	0.00	720.02	\$1,899.74
<b>Beginning Balance:</b>				\$960,000.00											
<b>Plus Principal From Cash:</b>				\$0.00											
<b>Less Principal Withdrawn:</b>				\$0.00											
<b>Plus Interest Reinvested:</b>				\$0.00											
<b>Fixed Balance:</b>				\$960,000.00											
<b>MM Balance:</b>				\$1,798,640.23											
<b>Total Balance:</b>				\$2,758,640.23											
<b>Totals for District:</b>				3,850,000.00	0.00	725,000.00	240,000.00	725,000.00	3,610,000.00	N/A	3,789.43	2,026.19	0.00	2,026.19	\$4,417.43

Methods Used For Reporting Market Values	
Certificates of Deposits:	Face Value Plus Accrued Interest
Securities/Direct Government Obligations:	Market Value Quoted by the Seller of the Security and Confirmed in Writing
Public Fund Investment Pool/AIM Accounts:	Balance = Book Value = Current Market

Harris County MUD No. 109  
**Detail of Pledged Securities**  
 03/01/2022 - 05/31/2022

Financial Institution: CENTRAL BANK

Security: FHLB Par Value: 80,000.00 Maturity Date: 05/01/2023 Pledged: 04/19/2022 Released: Amount Released:

CUSIP: 667488NH9

Date	Value
04/30/2022	81,063.51
05/31/2022	81,030.82

Security: Letter of Credit/FHLB-AU Par Value: 350,000.00 Maturity Date: 08/18/2022 Pledged: 05/18/2022 Released: Amount Released:

CUSIP: 17002080

Date	Value
05/31/2022	350,000.00

Financial Institution: CENTRAL BANK - CHECKING

Security: FHLB Par Value: 55,000.00 Maturity Date: 11/15/2032 Pledged: 01/18/2022 Released: Amount Released:

CUSIP: 4424CXW2

Date	Value
03/31/2022	32,414.63
04/30/2022	30,885.13
05/31/2022	29,943.80

Security: FHLB Par Value: 3,600.00 Maturity Date: 11/15/2032 Pledged: 01/19/2022 Released: Amount Released:

CUSIP: 4424CXW2

Date	Value
03/31/2022	3,334.08
04/30/2022	3,176.76
05/31/2022	3,079.93

**Methods Used For Reporting Market Values**

- Certificates of Deposit: Free Value Plus Accrued Interest
- Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
- Public Fund Investment Pool/AM Accounts: Balance = Book Value = Current Market

RESOLUTION REVIEWING INVESTMENT POLICY  
AND MAKING ANY DESIRABLE CHANGES THERETO

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

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

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

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

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

**NONE**

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

DATED THIS 16th day of August, 2022.

HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 109

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2022

**LIST OF AUTHORIZED BROKERS**

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



## EXHIBIT A

### AMENDED AND RESTATED INVESTMENT POLICY

Effective September 1, 2017

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

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

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

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

## EXHIBIT 1

### General.

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

#### A. General Principles.

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

#### B. Diversification.

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

#### C. Maturity.

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

#### D. Quality and Capability of Investment Management.

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

#### E. Depositories.

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

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

F. Disbursements.

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

G. Amendment.

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

## EXHIBIT 2

### Authorized Investments.

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

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

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

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

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

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

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

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

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

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

## EXHIBIT 3

### Investment Strategies.

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

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

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

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

## EXHIBIT 4

### Authority and Duties of Officers and Employees.

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

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

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

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

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

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

EXHIBIT 5

ACKNOWLEDGEMENT OF RECEIPT OF INVESTMENT POLICY

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Title: \_\_\_\_\_

Business: \_\_\_\_\_





## ENGINEERING REPORT

August 15, 2022

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

**From:** Bill Kotlan, 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. Utility Relocations related to FM 1960 Widening: Update**

We discovered an error on the plans showing a segment of the existing water line as 8-inch rather than 12-inch in diameter. We have asked the contractor to prepare a change order to correct that error. The proposed 8-inch pipe has been partially installed. The change order will include the removal of that portion of pipe that has been installed.

**b. Water Plant No. 2 Expansion**

Pay Estimate No. 14 in the amount of \$131,851.21 is recommended for approval. The work includes electrical work. Project is 92% complete by payment. Remaining work includes minor site work and finish work in the building, disinfection, and cathodic protection on the storage tank.

**Action Items (Water Plant No 2 Expansion):**

- 1. Approve Pay Estimate No. 12 to Schier Construction Company, Inc. for \$131,851.21**

**c. Barents Drive Lift Station**

Plans are at City of Houston for review.

Exhibit G

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**d. Wastewater Treatment Plant**

Bids will be considered at the AJOB meeting today.

**e. Wastewater Treatment Plant Permit Renewal**

Permit has finished administrative review and will be advertised for public comment next week.

**f. Sanitary Sewer Repair**

The contractor is expected to begin work this month.

**g. Developer's Report:** Nothing to report.

**h. Service Requests:**

- i. Madden Tract: Received a deposit this month. Request approval to complete a feasibility study for the tract.

**Action Item: Authorize preparation of a feasibility study.**

- ii. Zimmerman Properties (9 Acre Multifamily) (Formerly known as the Terrene Tract). Feasibility Study was completed and sent to the board. We request direction from the board regarding preparation of a development agreement.

**Action Item: Authorize preparation of a development agreement.**



August 1, 2022

Municipal Accounts & Consulting, LP  
1281 Brittmoore Road  
Houston, Texas 77043

Attention: Ashleigh Bass

Re: **Pay Estimate No. 14**  
Harris County MUD No. 109  
Water Plant No. 2 Expansion  
BGE Job No. 7440-00

Dear Ms. Bass:

Enclosed herewith is Pay Estimate No. 14 from Schier Construction Company, Inc. for work performed on the referenced project for the period indicated. I have reviewed the quantities completed and submitted for payment, and recommend that this estimate be processed for payment. The enclosed estimate is for your further handling and processing.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gary L. Goessler'.

Gary L. Goessler, PE  
Project Manager, Construction Management

TBPE Registration No. F-1046

cc: Jan McArthur – Schier Construction Company, Inc.  
Dimitri Millas – Norton Rose Fulbright US LLP  
Brenda Presser – Norton Rose Fulbright US LLP  
Bill Kotlan, PE – BGE  
Kate Hallaway, PE – BGE  
hc109@municipalaccounts.com

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**Water Plant No. 2 Expansion**

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

Attention: Cory Burton

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

Attention: Jan McArthur

Pay Estimate No. 14  
Original Contract Amount: \$ 1,757,150.00  
Change Orders: \$ 196,524.19  
Current Contract Amount: \$ 1,953,674.19  
Completed to Date: \$ 1,805,424.19  
Retainage 5% \$ 90,271.21  
Balance: \$ 1,715,152.98  
Less Previous Payments: \$ 1,583,301.77  
Current Payment Due: \$ 131,851.21

BGE Job No. 7440-00  
Estimate Period: 07/01/22 - 07/31/22  
Contract Date: April 26, 2021  
Notice to Proceed: June 14, 2021  
Contract Time: 270 Calendar Days  
Time Charged: 413 Calendar Days  
Approved Extensions: 35 Calendar Days  
Requested Time Extensions: 45 Calendar Days  
Time Remaining: -108 Calendar Days

Recommended for Approval:



8/1/22

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

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 14

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; Demobilization (complete project)										
	MOB	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
	Demob	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
2.	Bonds; Insurance; Permits (complete project)										
	Bonds & Insurance	1.00	LS	\$ 24,800.00	\$ 24,800.00	0.00	\$ -	1.00	\$ 24,800.00	1.00	\$ 24,800.00
	Permits	1.00	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	1.00	\$ 2,000.00
3.	Furnish and Install new 420,000 gallon Bolted Steel Ground Storage Tank factory coated with Thermoset Powder Epoxy including foundation with all required appurtenances; including Cathodic Protection. Complete in Place.										
	Foundation	1.00	LS	\$ 62,400.00	\$ 62,400.00	0.00	\$ -	1.00	\$ 62,400.00	1.00	\$ 62,400.00
	Tank Pad	1.00	LS	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	1.00	\$ 3,200.00	1.00	\$ 3,200.00
	TANK										
	a. Material	1.00	LS	\$ 167,800.00	\$ 167,800.00	0.00	\$ -	1.00	\$ 167,800.00	1.00	\$ 167,800.00
	b. Erection	1.00	LS	\$ 60,200.00	\$ 60,200.00	0.00	\$ -	1.00	\$ 60,200.00	1.00	\$ 60,200.00
	Cathodic Protection	1.00	LS	\$ 21,800.00	\$ 21,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Paint	1.00	LS	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	1.00	\$ 6,300.00	1.00	\$ 6,300.00
	Splash Pad	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	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	Booster Pump Station including foundation, pumps and motors, controls, piping, valves, supports, and appurtenances; Complete in Place.										
	Foundation	1.00	LS	\$ 30,800.00	\$ 30,800.00	0.00	\$ -	1.00	\$ 30,800.00	1.00	\$ 30,800.00
	PUMPS										
	a. Material	1.00	LS	\$ 68,600.00	\$ 68,600.00	0.00	\$ -	1.00	\$ 68,600.00	1.00	\$ 68,600.00
	b. Installation	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  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 14

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
	PIPING										
	a. Material	1.00	LS	\$ 83,400.00	\$ 83,400.00	0.00	\$ -	1.00	\$ 83,400.00	1.00	\$ 83,400.00
	b. Installation	1.00	LS	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	1.00	\$ 12,000.00	1.00	\$ 12,000.00
	Pipe Supports	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
	Paint	1.00	LS	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	1.00	\$ 12,000.00	1.00	\$ 12,000.00
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.	Operations Building including foundation, painting, and all appurtances; Complete in Place.										
	Foundation	1.00	LS	\$ 27,500.00	\$ 27,500.00	0.00	\$ -	1.00	\$ 27,500.00	1.00	\$ 27,500.00
	Walls -CMU	1.00	LS	\$ 14,200.00	\$ 14,200.00	0.00	\$ -	1.00	\$ 14,200.00	1.00	\$ 14,200.00
	Roof	1.00	LS	\$ 33,400.00	\$ 33,400.00	0.00	\$ -	1.00	\$ 33,400.00	1.00	\$ 33,400.00
	Doors	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	0.80	\$ 6,000.00	0.80	\$ 6,000.00
	HVAC	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.73	\$ 2,200.00	0.73	\$ 2,200.00
	Paint	1.00	LS	\$ 9,600.00	\$ 9,600.00	0.00	\$ -	1.00	\$ 9,600.00	1.00	\$ 9,600.00
	Misc - Lab Table, Burglar Bars	1.00	LS	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	1.00	\$ 3,200.00	1.00	\$ 3,200.00
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	On-site Yard Piping and Appurtenances. Complete in Place.										
	PIPING										
	a. Material	1.00	LS	\$ 61,800.00	\$ 61,800.00	0.00	\$ -	1.00	\$ 61,800.00	1.00	\$ 61,800.00
	b. Installation	1.00	LS	\$ 27,900.00	\$ 27,900.00	0.00	\$ -	1.00	\$ 27,900.00	1.00	\$ 27,900.00
	Paint	1.00	LS	\$ 5,600.00	\$ 5,600.00	0.00	\$ -	1.00	\$ 5,600.00	1.00	\$ 5,600.00
	Sterilization	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
7.	Demolition of existing electrical equipment, including MCC, generator, etc.										
	Paving	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
	Electrical	1.00	LS	\$ 4,700.00	\$ 4,700.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 14

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
8.	Furnish and Install Electrical system, including but not limited to install all work shown as plans, MCC, automatic transfer switch, lighting and receptacles, service disconnect, instrumentation, modification to EST equipment, duct banks, grounding, and all required appurtenances; Complete in Place.										
	MCC Pad	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00
	Electrical	1.00	LS	\$ 454,000.00	\$ 454,000.00	0.10	\$ 46,200.00	0.87	\$ 394,200.00	0.97	\$ 440,400.00
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.	Installation of Weatherhead service equipment, reconnection of electrical service; Complete in Place.	1.00		\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
10.	Site work, including site preparation, grading, drainage, swales, concrete paving, chain link fence, and site restoration; Complete in Place.										
	Site Preparation	1.00	LS	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	1.00	\$ 7,000.00
	Concrete Paving	1.00	LS	\$ 30,400.00	\$ 30,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Sidewalks	1.00	LS	\$ 8,800.00	\$ 8,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Bollards	1.00	LS	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Fence	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00
	Final Grading	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Hydromulch	1.00	LS	\$ 2,600.00	\$ 2,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
11.	Trench Safety System, including Trench Safety Plan, Complete In Place	1.00	LS	\$ 300.00	\$ 300.00	0.00	\$ -	1.00	\$ 300.00	1.00	\$ 300.00
	<b>Unit A: Base Bid Items - Subtotal</b>				\$ 1,314,500.00		\$ 46,200.00		\$ 1,164,900.00		\$ 1,211,100.00

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 14

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b>UNIT B: SUPPLEMENTAL BID ITEMS</b>											
1.	"Extra" as directed, 550 KW Natural Gas Emergency Generator including sound attenuating enclosure, load bank, and foundations; Complete in Place.										
	Demo Existing Generator	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00
	Foundation & Load Bank	1.00	LS	\$ 21,100.00	\$ 21,100.00	0.00	\$ -	1.00	\$ 21,100.00	1.00	\$ 21,100.00
	Sidewalk	1.00	LS	\$ 7,200.00	\$ 7,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Bollards	1.00	LS	\$ 5,800.00	\$ 5,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	New Gas Generator	1.00	LS	\$ 373,800.00	\$ 373,800.00	0.00	\$ -	1.00	\$ 373,800.00	1.00	\$ 373,800.00
	Natural Gas Line	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
	Electrical	1.00	LS	\$ 8,200.00	\$ 8,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
2.	"Extra" as directed, extend concrete drive for Generator access per plans, Complete in Place.	1.00	LS	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
3.	"Extra" as directed, Excavation and Backfill for Structure. Complete in Place. (\$5.00 CY Per minimum)	50.00	CY	\$ 5.00	\$ 250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	"Extra" as directed, Excavation, Trenching, and Backfill for Utilities. Complete in Place.	50.00	CY	\$ 5.00	\$ 250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.	"Extra" as directed, Reinforcing Steel. Complete in Place. (\$1,000 per TON minimum)	1.00	TON	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	"Extra" as directed, Cast in Place Concrete. Complete in Place. (\$200 per CY minimum)	10.00	CY	\$ 200.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -



Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 14

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
7.	"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	\$ -
8.	"Extra" as directed, 8-inch C905-DR18 PVC Pipe (all depths). Complete in Place. (\$25.00 per LF minimum)	40.00	LF	\$ 25.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.	"Extra" as directed, 16-inch C905-DR18 PVC Pipe (all depths). Complete in Place. (\$30.00 per LF minimum)	40.00	LF	\$ 30.00	\$ 1,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
10.	"Extra" as directed, 18-inch C905-DR18 PVC Pipe (all depths). Complete in Place. (\$35.00 per LF minimum)	10.00	LF	\$ 35.00	\$ 350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
11.	"Extra" as directed, Site Improvements. Complete in Place. (\$2,000 minimum)	1.00	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Unit B: Supplemental Bid Items - Subtotal</b>					\$ 442,650.00		\$ -		\$ 402,900.00	\$	402,900.00
Total Contract Amount:					\$ 1,757,150.00						
Change Order No. 1											
<b><u>ADD:</u></b>											
	Addition of a restroom in the operations building, 3" water supply line, grinder station and 2" sanitary force main	1.00	LS	\$ 175,000.00	\$ 175,000.00	0.00	\$ -	0.85	\$ 148,100.00	0.85	\$ 148,100.00
	Removal of Cathodic System from Scope	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 14

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b><u>DELETE:</u></b>											
3.	Furnish and Install new 420,000 gallon Bolted Steel Ground Storage Tank factory coated with Thermoset Powder Epoxy including foundation with all required appurtenances; including Cathodic Protection. Complete in Place.										
	Cathodic Protection	-1.00	LS	\$ 21,800.00	\$ (21,800.00)	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Change Order No. 1 - Subtotal				\$ 156,200.00		\$ -		\$ 151,100.00		\$ 151,100.00
Change Order No. 2											
<b><u>ADD:</u></b>											
	Generator Price Increase	1.00	LS	\$ 15,738.00	\$ 15,738.00	0.00	\$ -	1.00	\$ 15,738.00	1.00	\$ 15,738.00
	Piping Price Increase	1.00	LS	\$ 22,386.19	\$ 22,386.19	0.00	\$ -	1.00	\$ 22,386.19	1.00	\$ 22,386.19
	Change Order No. 2 -Subtotal				\$ 38,124.19		\$ -		\$ 38,124.19		\$ 38,124.19
Change Order No. 3											
<b><u>ADD:</u></b>											
	Bore Casing for 2" Force Main	1.00	LS	\$ 2,200.00	\$ 2,200.00	0.00	\$ -	1.00	\$ 2,200.00	1.00	\$ 2,200.00
					\$ 2,200.00		\$ -		\$ 2,200.00		\$ 2,200.00
	Totals:				\$ 1,953,674.19		\$ 46,200.00		\$ 1,759,224.19		\$ 1,805,424.19



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 29th day of July, 2022.

SCHIER CONSTRUCTION COMPANY, INC.

By:

James E. Schier

Name

James E. Schier

Printed:

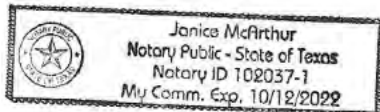
President

Title:

STATE OF TEXAS §

COUNTY OF Harris §

Subscribed and sworn to before me, the undersigned authority, on this the 29th day of July, 2022, to certify which, witness my hand and seal of office.



Janice McArthur

Notary Public, State of Texas

Notary's Name Printed: Janice McArthur

My commission expires: 10/12/2022

**CONSENT OF SURETY  
TO REDUCTION IN OR  
PARTIAL RELEASE OF RETAINAGE**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707 A

Bond No. 58S210145

PROJECT: Water Plant No. 2 Expansion  
(name, address)

TO (Owner)

┌  
Harris County Municipal Utility District No. 109  
10777 Westheimer, Suite 400  
Houston, TX 77042  
└

ARCHITECT'S PROJECT NO: BGE Job No. 7439-00

CONTRACT FOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond.)

Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

Schier Construction Company, Inc.  
14250 Schroeder Road, Houston, TX 77070

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

Reduction in Retainage from 10% to 5%

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to (here insert the name and address of Owner)

Harris County Municipal Utility District No. 109  
10777 Westheimer, Suite 400, Houston, TX 77042

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,  
the Surety has hereunto set its hand this

29th

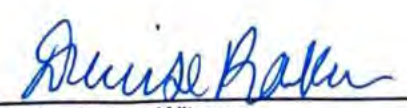
day of

July, 2022

Liberty Mutual Insurance Company  
Surety

By:   
Signature of Authorized Representative

Sandra Villegas, Attorney-in-Fact  
Title

Attest:   
(Seal): Denise Raker, Witness



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

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

Certificate No: 8202294 - 986238

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Henry D. Childers, Chris Kolkhorst, Michael Maddux, Denise Raker, Dudley C. Ray, James R. Reid, Sandra Villegas

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of October, 2019.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of July, 2022.



By: Renee C. Llewellyn, Assistant Secretary

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

**ZIMMERMAN PROPERTIES  
MULTI FAMILY FEASIBILITY  
STUDY  
FOR  
HARRIS COUNTY MUNICIPAL  
DISTRICT NO. 109**

AUGUST 2022



*William J. Kotlan*  
Firm 1046 8.12.22



Exhibit H

## OVERVIEW

- 1 Executive Summary
- 2 Introduction
- 3 Analysis

### Exhibits:

- A: Tract Boundary
- B: Preliminary Site Plan
- C: Water and Wastewater Committed and Ultimate Connections and Capacity
- D: District Rate Order



## 1 EXECUTIVE SUMMARY

Talia Delos Santos of Kimley-Horn of behalf of Zimmerman Properties (the “Developer”) has requested Harris County Municipal Utility District 109 (the “District”) to perform a feasibility study for the District to serve a future multi-family development on a 9.0 - acre tract located at the southeast quadrant of FM 1960 and Continental Parkway. The tract is located within the District.

This development would consist of approximately 300 apartment units with washer/dryer connections (143 Equivalent Single Family Connections). The analysis shows that the District will have the wastewater capacity to serve the development and existing developments.

The analysis also shows that the District has the water capacity to serve the development and existing developments when Water Plant No. 1 and No.2 are taken into account.

The estimated total costs that will be associated with the development are:

- Escrow Account \$ 7,500

The Developer has estimated a total assessed valuation for the development to be approximately \$24,000,000 at full build out. Based on the District’s current tax rate (\$0.29 debt service and \$0.19 for operations and maintenance) financially, the development will bring in approximate tax revenues as shown below:

- Operations and Maintenance \$ 45,600
- Debt Service \$ 69,600

Total Estimated Annual Tax Revenue \$ 115,200

## 2 INTRODUCTION

The undeveloped 9.0 - Acre Tract is located South of FM 1960 and East of Continental Parkway. The entirety of the tract is located within the District’s boundary. An exhibit showing the Tract’s boundary within the District’s boundary as well as the Tract’s proposed utility improvements is enclosed as **Exhibit A**. The preliminary site plan is enclosed as **Exhibit B** and indicates the Developer intentions to build a multi-family development on said tract.

Based on information from the Developer, construction of the development is planned to be complete in 2024. The estimates included in this feasibility are based on

the anticipated land use provided by the developer at the time of the study. The final land plan may affect the estimated costs and revenues associated with the development.

### 3 ANALYSIS

#### **Water Production and Distribution**

The tract is located within the District's boundaries. The District has two (2) active water wells and two existing water plants with a capacity of approximately 6,667 equivalent single-family connections ("ESFC") or 5,600,160 gallons per day per Texas Commission on Environmental Quality ("TCEQ") requirements.

The current average daily flow ("ADF") in the District is approximately 1.3 MGD. Inclusive of existing connections, ultimate future projected connections within current platted developments, and developments that are currently in design, the District has committed approximately 1.5 MGD and 4,204 connections. A copy of the updated water committed and ultimate connections and capacity is included as **Exhibit C**.

Based on information from the Developer, the Tract's estimated water capacity requirement is approximately 36,000 gpd and is used throughout this feasibility study.

Based on projected ADF, including this Tract, the District is projected to have sufficient water production capacity to meet the demand of the development within the District. As the existing and upcoming developments build out, the District should be prepared to expand their water production and distribution capacity.

There is an existing 12-inch waterline located on the north side of FM 1960. The Developer's proposed waterline will need to tie into this existing 12-inch waterline. The Developer is responsible for all costs associated with the proposed waterline tie in to the existing 12-inch waterline and required easements.

The ultimate alignment of waterlines interior to the Tract will depend on the final land plan of the proposed development. The Developer is responsible for all design decisions and placement of waterlines interior to the proposed development.

The Developer is responsible for providing engineered plans and specifications for the water distribution system interior to the development and the public offsite waterlines to the District Engineer for review and approval prior to commencing construction, and to obtain all required approvals and permits.

## Sanitary Sewer Collection and Treatment

The District's existing wastewater facilities include 10 public lift stations and one (1) wastewater treatment plant. The Atascocita Joint Operations Board ("AJOB") Wastewater Treatment Plant (TPDES Permit No. WQ0011533001) has a permitted capacity of 9.0 million gallons per day ("MGD") with 2.1 MGD allocated to the District. The current ADF for the District is 1.15 MGD or 55%.

Inclusive of existing connections, platted developments, and developments which are in design or under construction, the District has committed approximately 1.3 MGD or 62% of the existing permitted capacity at full build out. A copy of the wastewater committed and ultimate connections and capacity is included as **Exhibit C**.

Using information from the Developer, the Tract's estimated sanitary sewer capacity requirement is approximately 36,000 gpd (1,080,000 gallons per month). However, within the Atascocita Joint Operations agreement, the District's ownership within the plant is determined based on connections with 1 apartment being 1 equivalent connection. For the purposes of treatment plant capacity, we will use 300 connections and for the purpose of sizing facilities, we will use the developer's estimated sanitary sewer capacity. Inclusive of existing connections, platted developments, developments currently underway, other developments in feasibility, and this development, the District will have committed approximately 1.3 MGD or 62% of existing permitted capacity.

There is an existing 16 - inch sanitary sewer force main along the West side of Timber Forest Drive. The Developer will be responsible for constructing and dedicating to the District a lift station and force main to direct flow into the existing 16 - inch force main on the West side of Timber Forest Drive, as shown in **Exhibit A**. The design will need to be coordinated with the District to accommodate the total dynamic head of Lift Station No. 1. The Developer will be responsible for all costs associated with the lift station, force main, and required easements.

The ultimate alignment of sanitary sewer lines interior to the Tract will depend on the final land plan of the proposed development. These sanitary sewer lines will remain private and must be constructed per all applicable TCEQ and City of Houston design criteria.

The Developer is responsible for providing engineering plans and specifications for the sanitary sewer conveyance system interior to the development to the District Engineer for review and approval prior to commencing construction. The Developer is responsible for obtaining all developmental approvals and required permits. The Developer will need to coordinate the installation of the sanitary tap(s) into the public system with the District and will be responsible for all costs associated with said work.

## Development Costs

The Developer will need to engineer and construct the on-site and off-site water and sanitary sewer facilities to serve the proposed tract.

The Developer will also need to pay water and wastewater tap fees to the District. The tap fees will be assessed at the time of recordation of the final plat and collected prior to receiving water and sanitary sewer taps. Please see **Exhibit E** for a copy of the District's Rate Order.

Below is a summary of the estimated costs associated with the development:

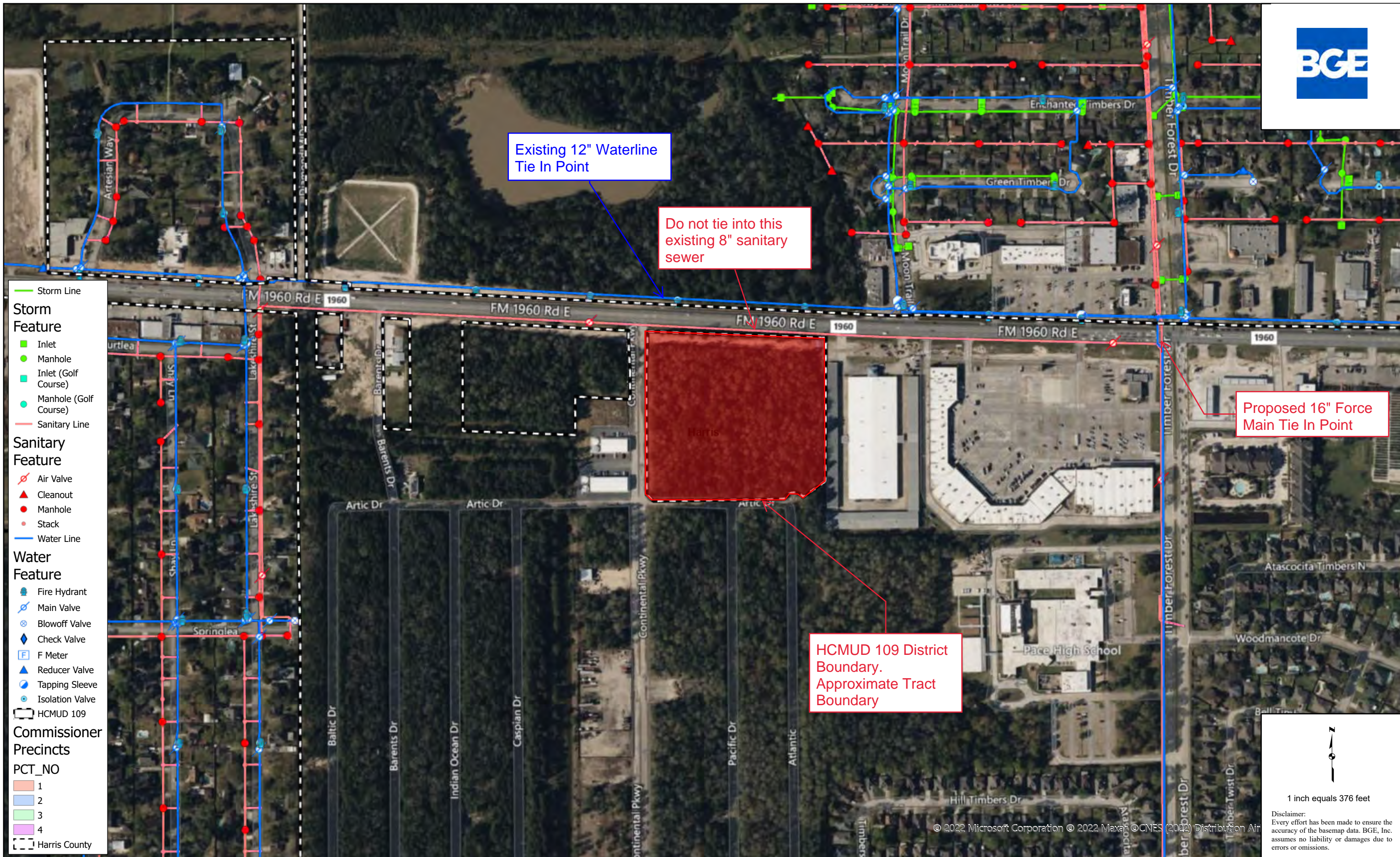
### ***Estimated Costs:***

- Escrow Account \$ 7,500
- Tap Fees Rate Order
- Project Cost TBD
  - Water extension across FM 1960
  - On site public fire water loop
  - Public lift station and force main to Timber Forest Dr.
  - Private on-site water and sewer system

The project cost is to be determined once more information is known. These estimates are based on the projected water and wastewater usage provided by the Developer. If the District cost exceeds this amount, the Developer is responsible for the additional costs. The actual costs will depend on the final land plan, final design, and actual construction costs.

## Financial Feasibility

If the District elects to consider partial reimbursement for facilities, further consideration to financial feasibility will be reviewed. At this stage, it is clear that the proposed development is feasible for the District based on 100% developer funding.



# Zimmerman Properties Tract



**HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 109**

**SUMMARY OF CAPACITY REQUIREMENTS**

REVISED 08\_12\_22

FACILITIES				COMMITTED		ULTIMATE	
EXISTING FACILITY	AUXILIARY POWER	EXISTING CAPACITY	ALLOWABLE CONNECTIONS	CONNECTIONS	REQUIRED CAPACITY	CONNECTIONS	REQUIRED CAPACITY
<b>Water <sup>(1)</sup></b>							
Water Wells <sup>(2)</sup>	NG (WP1)	4,000 gpm	6,667	4,204	2,522 gpm	5,007	3,004 gpm
Storage <sup>(3)</sup>		2,420,000 gal	22,100	4,204	840,800 gal	5,007	1,001,400 gal
Booster Pumps <sup>(4)</sup>	Diesel (WP2)	3,250 gpm	5,417	4,204	2,522 gpm	5,007	3,004 gpm
<b>Wastewater <sup>(5)</sup></b>							
WTPP <sup>(6)</sup>	Diesel	2,100,000 gpd	6,563	3,977	1,272,640 gpd	4,729	1,513,280 gpd
Lift Station No. 1 <sup>(7) (8)</sup>	NG	3,875 gpm	4,359	3,482	3,095 gpm	4,240	3,298 gpm
Kings Lake Estates Lift Station No.1 <sup>(9)</sup>	NG	120 gpm	135	13	12 gpm	13	12 gpm
Kings Lake Estates Lift Station No.2 <sup>(10) (11)</sup>	NG	396 gpm	446	366	325 gpm	366	325 gpm
Kings Lake Estates Lift Station No.3	NG	150 gpm	169	41	36 gpm	41	36 gpm
Swiftbrook Lift Station		gpm	0	18	16 gpm	18	16 gpm
Future Madden Lift Station		gpm	0	0	0 gpm	702	624 gpm
Belleau Wood East Lift Station <sup>(12) (13)</sup>	NG	700 gpm	788	534	475 gpm	579	515 gpm
Atascocita Meadows Lift Station <sup>(14)</sup>	NG	170 gpm	191	192	171 gpm	207	184 gpm
Future Barents Drive Lift Station	NG	gpm	0	54	48 gpm	64	57 gpm
Future Zimmerman Tract Lift Station	NG	gpm	0	143	127 gpm	153	136 gpm

NOTE: A factor of 320 gpd/connection was used for wastewater facilities.

- <sup>(1)</sup> HCMUD 109 provides water to all connections within the district boundaries and portions of HCMUD 151 according to the agreement dated July 1, 1996.
- <sup>(2)</sup> The District has two water wells with an existing capacity of 2,000 gpm each, for a capacity of 4,000 gpm
- <sup>(3)</sup> The District has a 420,000 gallon ground storage tank and two 1,000,000 gallon elevated storage tanks, for a total of 2,420,000 gallons of storage
- <sup>(4)</sup> The District has two 1,500 gpm pumps, one 1,000 gpm pump, and one 750 gpm pump for a total capacity of 4,750 gpm. With the largest pump out of service, the District has a pumping capacity of 3,250 gpm. Pumps provide the minimum capacity of 0.6 gal/min/con
- <sup>(5)</sup> HCMUD 109 provides plant capacity for all connections within the district boundaries. Lift Station No. 1 provides capacity for areas within the district and a portion of HCMUD 151 according to the agreement dated July 1, 1996, which also states that a portion of HCMUD 109 (118 ESFCs) is served by facilities in HCMUD 151.
- <sup>(6)</sup> MUD 109's Share of the Atascocita Central Regional Wastewater Treatment Plant
- <sup>(7)</sup> Lift Station No. 1 has three 2,000 gpm pumps, with one serving as a spare, for a capacity of 4,000 gpm.
- <sup>(8)</sup> Includes the flow from Kings Lake Estates Lift Station No. 2, Future Kings Lake Estates Lift Station No. 3, and Future Lift Station No. 6
- <sup>(9)</sup> Kings Lake Estates Lift Station No. 1 has two 120 gpm pumps, with one serving as a spare, for a capacity of 120 gpm.
- <sup>(10)</sup> Kings Lake Estates Lift Station No. 2 has two 215 gpm pumps, with one serving as a spare, for a capacity of 215 gpm.
- <sup>(11)</sup> Includes flow from Kings Lake Estates Lift Station No. 1, Kings Lake Estates Sections 1, 2, 4,5, and 7, Kings Lake Estates Commercial Reserve, and proposed Kings Lake Estates Sections 3 and 6.
- <sup>(12)</sup> Belleau Wood East Lift Station has two 700 gpm pumps, with one serving as a spare, for a capacity of 700 gpm.
- <sup>(13)</sup> Includes the flow from the Atascocita Meadows Lift Station
- <sup>(14)</sup> Atascocita Meadows Lift Station has two 170 gpm pumps, with one serving as a spare, for a capacity of 170 gpm.

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 Fire Department, 18425 Timber Forest Drive, Humble, Texas, 77346, at 6:00 p.m. on September 17, 2019, 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  
Nancy Frank, Assistant Secretary

All members of the Board were present, except Director Frank, 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: 4                      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 September 17, 2019

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	\$1,100.00 (153 - \$1,200; 151 - \$1,000; 132 - \$1,050, includes meter and box)
3/4 inch	x	5/8 inch meter	\$ 670.00 (132 - \$600.00)
3/4 inch	x	3/4 inch meter	\$ 850.00 (153 - \$1,000)

Fireline tap fees: Cost to the District of installing the tap.(

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 \$500 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.

## 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.

RATES FOR RESIDENTIAL 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 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 30,000 gallons	\$16.00
30,001 gallons to 40,000 gallons	\$1.00 per 1,000 gallons
40,001 gallons and above	\$2.00 per 1,000 gallons

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	\$16.00
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	\$28.00
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.

**WWWMS, INC.**  
**HARRIS COUNTY MUD # 109**  
**OPERATIONS REPORT**  
**Tuesday, August 16, 2022**

**BILLING AND COLLECTION RECAP:**

**DEPOSITED IN YOUR ACCOUNT LAST MONTH:**

Period Ending:	Jun-22
Deposit:	\$ 6,475.00
Penalty:	\$ 3,972.24
Water:	\$ 65,175.39
Sewer:	\$ 52,548.75
Inspection:	\$ 1,124.60
Voluntary Fire & EMS:	\$ -
Misc:	\$ 7,389.16
NHCRWA:	\$ 134,522.38
Reconnect:	\$ -
NSF Fee:	\$ 35.00
<b>Total Collections:</b>	<b>\$ 271,242.52</b>

**CURRENT BILLING:**

Period Ending:	Jul-22
Deposit:	\$ -
Penalty:	\$ 5,131.46
Water:	\$ 57,540.42
Sewer:	\$ 56,667.94
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 3,110.00
NHCRWA:	\$ 140,024.02
<b>Total Billing:</b>	<b>\$ 263,274.84</b>

**CUSTOMER AGED RECEIVABLES:**

30 Day	21%	\$ 55,854.83
60 Day	5%	\$ 12,954.75
90 Day	1%	\$ 1,345.41
120 Day	4%	\$ 10,527.55
Overpayments		\$ (10,673.18)
<b>Total Receivables:</b>		<b>\$ 70,009.36</b>

**HGCSO PERIOD: 7/1/22 THRU 7/31/22**

**Period 6/1/22 thru 5/31/23**

**MONTHLY TOTAL**

Gallons Authorized:	450.000	MG
Current Month Produced:	40.473	MG
Cum. Gallons Produced:	82.965	MG
Auth. Gallons Remaining:	367.035	MG
Avg. Gallons Per Month:	41.483	MG
Permit Months Remaining:	10	

**WATER PLANT OPERATIONS:**

**Period: 6/1/2022 thru 6/30/2022**

**MONTHLY TOTAL**

Production:	38.503	MG
Amount Purchased:	0.000	MG
Total Amount:	38.503	MG
Consumption: (Billed)	32.204	MG
Accounted for Maint. (Flushing)	3.000	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	36.004	MG
Daily Average Production:	1.242	MG
Percent Accounted For:	93.51%	

**NEW METER INSTALLATIONS:**

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

**CONNECTION COUNT:**

Residential:	2987
Commercial:	126
Clubs/Schools:	1
Irrigation:	19
Vacant:	32
Builders:	19
Vacation:	0
No Bill:	6
	3190
New Finals and Transfers	-38
	<b>3152</b>

**ACCOUNTS SENT TO COLLECTIONS:**

Total of (0)



## HARRIS COUNTY MUD #109

### ACTIVITY REPORT

August 16, 2022

Item 1: Attached Reports are listed as follows:

- A.) Accounts turned over to collections (0).
- B.) Historical data on water production report.
- C.) NHCRWA Pumpage and Billing report for July 2022
- D.) Billing / Recap Summary Report

Item 2: Three water-main breaks in July 2022

- A.) 5418 Fawn Trail, 19814 Oak Green Ct, and East side of Timber Forest

Item 3: TCEQ Letters

- A.) Amoeba bacteria / splashpad
- B.) Notice of Violation Regard polyphosphate tank.
- C.) Lead / Copper Samples

Item 4: 6002 Upper Lake Dr.

- A.) Recommend to televise sewer line due to sewer backups in the past year.

Item 5: Green Timbers

- A.) Vacant home, but occupied by an unknown person who and installed illegal connections inside meter box, and cut our lock. WWWMS Installed a single connection. Person at this location has also connected garden hose to neighbor's house. This issue has been reported to constables.

Item 6: HC MUD 46

- Open interconnect on 8-4-2022 at 4:30 PM.
- Posted water restriction sign, for non-essential use.

Item 7: Texas Crawfish Update 8-11-2022

- A.) New plumber called with new ideas. They were informed to submit plans one again.

Item 8: Cut off Report / Status on Arrears Account

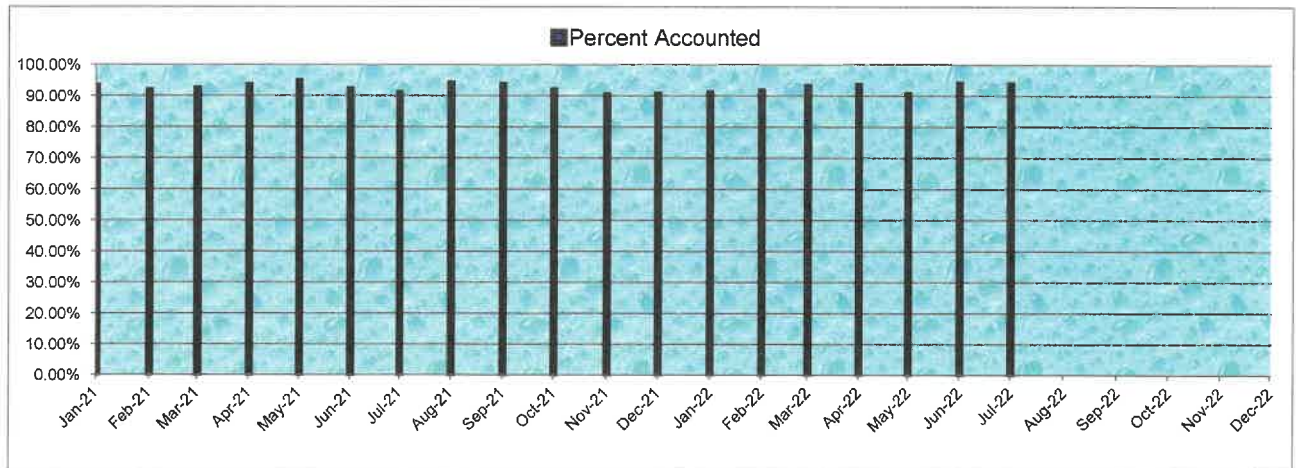
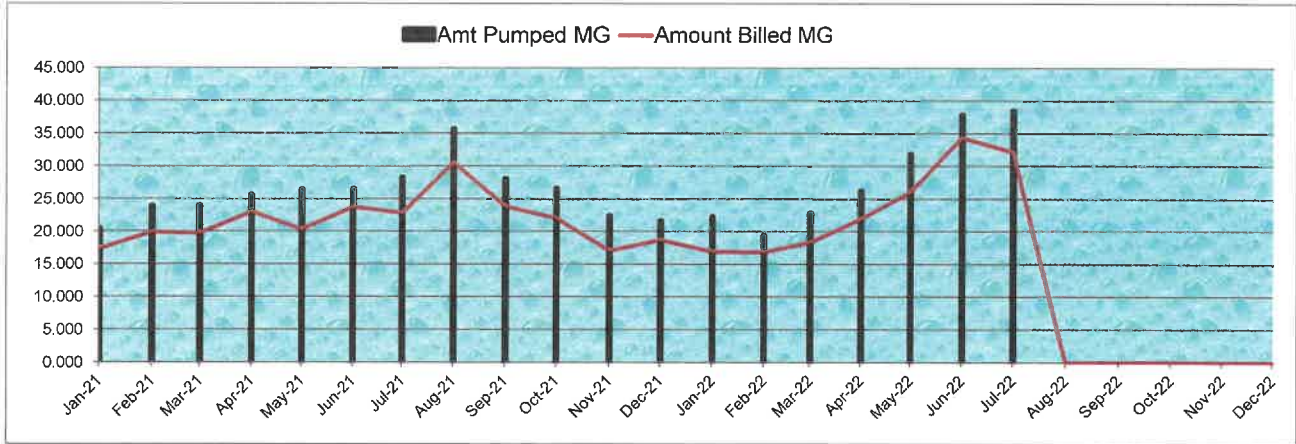
- Due Date: 8/8/2022
- Door Hangers: 8/15/2022
- Cutoffs: 8/18/2022

# HARRIS COUNTY MUD #109

## WATER PRODUCTION REPORT

August 16, 2022

Month /Year	Amt Pumped MG	Amt Billed MG	Maint. MG	Purchased MG	Amount HC 151	Total Amount	Percent Accounted
Jan-21	20.464	17.381	0.650	0.000	1.000	19.031	93.00%
Feb-21	23.857	19.921	1.200	0.000	0.700	21.821	91.47%
Mar-21	23.992	19.792	1.500	0.000	0.800	22.092	92.08%
Apr-21	25.638	23.101	0.000	0.000	0.800	23.901	93.22%
May-21	26.438	20.382	3.800	0.000	0.800	24.982	94.49%
Jun-21	26.529	23.765	0.000	0.000	0.600	24.365	91.84%
Jul-21	28.227	22.834	2.000	0.000	0.800	25.631	90.80%
Aug-21	35.609	30.605	2.000	0.000	0.800	33.405	93.81%
Sep-21	28.028	23.898	1.500	0.000	0.800	26.198	93.47%
Oct-21	26.613	22.092	1.500	0.000	0.800	24.392	91.65%
Nov-21	22.398	17.099	2.300	0.000	0.800	20.199	90.18%
Dec-21	21.649	18.748	0.000	0.000	0.800	19.548	90.30%
Jan-22	22.266	16.936	2.500	0.000	0.800	20.236	90.88%
Feb-22	19.401	16.923	0.000	0.000	0.800	17.723	91.35%
Mar-22	22.811	18.373	2.000	0.000	0.800	21.173	92.82%
Apr-22	26.228	21.959	1.700	0.000	0.800	24.459	93.26%
May-22	31.864	26.073	1.900	0.000	0.800	28.773	90.30%
Jun-22	37.878	34.370	0.300	0.000	0.850	35.520	93.77%
Jul-22	38.503	32.204	3.000	0.000	0.800	36.004	93.51%
Aug-22							
Sep-22							
Oct-22							
Nov-22							
Dec-22							
Total	508.393	426.456	27.850	0.000	15.150	469.453	1752.21%
Average	26.758	22.445	1.466	0.000	0.797	24.708	92.22%



**NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY**  
**Groundwater and/or Surface Water Reporting and Billing Form - 2022**

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

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

*Billing period for which the report is being filed*

Billing Period	Rate per 1,000 gallons	Due Date
July 01-31, 2022	\$4.60 groundwater \$5.05 surface water	September 18, 2022

*Gallons of Groundwater Pumped for Billing Period*

	Start Meter Reading	End Meter Reading	Total
Well #2083	286,091 x1000	287,750 x1000	1,659,000
Well #4448	223,468 x1000	260,312 x1000	36,844,000
Adjustment			0

*Water imported from outside NHCRWA*

Imported water Meter reading:	Source:			
	x	x		0

*Miscellaneous water (not billed)*

Other entity	Water Type	Direction	Amount
	Groundwater	Out	

1	Enter total gallons of groundwater pumped and/or imported	38,503,000
2	Divide by 1000	38,503
3	Total groundwater fee due (multiply line 2 x \$4.60)	\$177,113.80
4	Enter total gallons of surface water received	0
5	Divide by 1000	0
6	Total surface water fee due (multiply line 5 x \$5.05)	\$0.00
7	Deduct 2003 Capital Contribution Credit amount, if applicable	(\$12,261.25)
8	Deduct 2005 Capital Contribution Credit amount, if applicable	(\$0.00)
9	Deduct 2008 Capital Contribution Credit amount, if applicable	(\$0.00)
10/font>	Deduct Chloramination System Credit or other asset credit, if applicable	(\$0.00)
11	Other Credits:	(\$0.00)
12	Total due	\$164,852.55

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

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

Date: August 03, 2022

Signed: 

Name: Paul Villarreal

Title: Operator

Make check payable to:

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

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

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

HARRIS COUNTY MIUD 109

JANUARY 2022 THROUGH DECEMBER 2022 ANNUAL RECAP COLLECTIONS REPORT

	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022
<b>COLLECTIONS:</b>												
WATER PAYMENTS	\$ 49,007.62	\$ 49,294.08	\$ 46,437.54	\$ 46,740.62	\$ 58,433.16	\$ 54,105.50	\$ 65,175.39					\$ 371,193.91
SEWER PAYMENTS	\$ 50,115.21	\$ 50,019.30	\$ 47,771.92	\$ 47,459.65	\$ 53,496.59	\$ 51,173.69	\$ 52,548.75					\$ 352,585.11
PENALTY PAYMENTS	\$ 4,041.43	\$ 3,885.51	\$ 3,926.82	\$ 3,401.56	\$ 4,689.20	\$ 4,348.36	\$ 3,972.24					\$ 29,245.12
CHCRWA	\$ 77,347.62	\$ 71,655.03	\$ 67,452.03	\$ 68,508.81	\$ 92,604.29	\$ 100,572.15	\$ 134,522.38					\$ 612,662.31
RECONNECT FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
MISCELLANEOUS	\$ 5,739.95	\$ 5,364.05	\$ 6,910.78	\$ 5,470.82	\$ 5,287.13	\$ 6,645.97	\$ 7,389.16					\$ 42,806.86
DEPOSIT	\$ 4,900.00	\$ 4,350.00	\$ 9,600.00	\$ 4,450.00	\$ 5,575.00	\$ 5,750.00	\$ 6,475.00					\$ 41,100.00
NSF FEES	\$ -	\$ 65.93	\$ 74.07	\$ 140.00	\$ 70.00	\$ 70.00	\$ 35.00					\$ 455.00
INSPECTION FEES	\$ 601.00	\$ 721.00	\$ 801.00	\$ 441.00	\$ 873.84	\$ 677.66	\$ 1,124.60					\$ 5,240.10
<b>TOTAL DEPOSIT</b>	\$ 191,751.83	\$ 185,354.90	\$ 182,974.16	\$ 178,612.46	\$ 221,009.21	\$ 223,343.33	\$ 271,242.52					\$ 1,454,288.41
<b>ARREARS BREAKDOWN</b>												
30 DAYS	\$ 45,359.97	\$ 40,650.32	\$ 42,465.53	\$ 55,537.29	\$ 41,576.65	\$ 48,911.20	\$ 55,854.83					\$ 330,355.79
60 DAYS	\$ 10,565.82	\$ 12,317.93	\$ 10,916.85	\$ 11,835.69	\$ 13,996.86	\$ 11,984.10	\$ 12,954.75					\$ 84,572.00
90 DAYS	\$ 5,453.57	\$ 1,827.72	\$ 2,068.29	\$ 985.16	\$ 1,373.50	\$ 1,911.98	\$ 1,345.41					\$ 14,965.63
120 DAYS	\$ 7,651.90	\$ 11,330.60	\$ 11,455.58	\$ 11,998.45	\$ 11,615.91	\$ 9,873.55	\$ 10,527.55					\$ 74,453.54
OVER PAYMENTS	\$ (9,165.83)	\$ (9,703.34)	\$ (10,531.94)	\$ (11,951.48)	\$ (14,667.09)	\$ (13,217.14)	\$ (10,673.18)					\$ (79,910.00)
<b>TOTAL ARREARS</b>	\$ 59,865.43	\$ 56,423.23	\$ 56,374.31	\$ 68,405.11	\$ 53,895.83	\$ 59,463.89	\$ 70,009.96	\$ -	\$ -	\$ -	\$ -	\$ 424,436.96

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



PWS\_1010620\_CO\_20220715\_Correspondence

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

July 15, 2022

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

RE: ALERT: Public Interactive Water Features Connected to Public Water Supplies

Dear Water System Official:

The Texas Commission on Environmental Quality (TCEQ) is providing important updates to a letter sent to public water systems (PWSs) in October 2021 on how to minimize the risk of *Naegleria fowleri* (*N. fowleri*) exposure (commonly referred to as brain-eating amoeba) for a public water supply. As was stated in the October 2021 letter, there were two instances of *N. fowleri* exposure in Texas in 2020 and 2021 that resulted in the deaths of two children after the children visited public interactive water features or "splash pads." The Texas Department of State Health Services (DSHS) regulates splash pads and TCEQ regulates public water systems that supply water to these features. Both agencies have rules concerning the minimum necessary backflow prevention devices on the supply lines into these types of water features. The U.S. Centers for Disease Control and Prevention (CDC) and DSHS have issued new guidance for the prevention of *N. fowleri* exposure in water playgrounds and decorative fountains, which is available at this website:

<https://dshs.texas.gov/poolspa/default.aspx>

The enclosed recommendations include updated information about the potential for false positive tests for chlorine residuals when systems use both free chlorine disinfection as well as some form of cyanuric acid (commonly "dichlor" and "trichlor").

### ***Naegleria fowleri* Infection**

According to the CDC, most *N. fowleri* infections are associated with swimming in warm freshwater lakes and rivers. The *N. fowleri* amoeba enters the nasal cavity and travels to the brain and causes a severe brain infection called primary amoebic meningoencephalitis (PAM) which is usually fatal. You cannot get infected from swallowing water contaminated with the *N. fowleri* amoeba because it is killed by normal levels of stomach acid. Since visitors to splash pads may get water in their nasal cavities and under certain conditions a splash pad may support the growth of the amoeba, the risk of infection will exist.

PARKER H OWEN

Page 2

July 15, 2022

### **Minimizing the Risks of Infection from a Splash Pad or Public Water Supply**

#### *Disinfection*

The *N. fowleri* amoeba can only grow in water where little or no disinfectant (like free chlorine or chloramine) is present. Ensuring that your system maintains an adequate disinfectant residual throughout the drinking water distribution system and in the plumbing of premises is the most effective way to prevent the growth of the amoeba. Texas public water systems are required to maintain a minimum free chlorine residual of 0.2 mg/L or a minimum chloramine residual of 0.5 mg/L (measured as total chlorine) throughout their distribution systems. Systems that

maintain a chloramine residual in their distribution systems should be diligent in monitoring for potential nitrification. During nitrification events, chloramine residuals may not be adequate to be able to provide protection against pathogens like *N. fowleri*.

#### *Cross-Contamination Events*

Public water systems must take precautions to prevent a contamination hazard such as the *N. fowleri* amoeba from backflowing into the potable water distribution system. Splash pads are required to have a backflow prevention assembly or an air gap to protect the public water system. Should a backflow event occur with *N. fowleri* contaminated water entering a distribution system, continuous maintenance of an adequate disinfectant residual throughout the distribution system is crucial to inactivate or "kill" the amoeba.

The TCEQ has enclosed recommended actions that will minimize *N. fowleri* exposure and protect public water supplies that have a splash pad connected to the distribution system.

If you have questions or need additional information, please contact David Simons, P.E., of the Emergency Preparedness and Response Section by email at [david.simons@tceq.texas.gov](mailto:david.simons@tceq.texas.gov) or by phone at 512-239-3154.

Sincerely,



Cari-Michel La Caille, Deputy Director

Water Supply Division

Texas Commission on Environmental Quality

Enclosure: TCEQ Recommendations for Public Water Systems with Public Interactive Water Features

TCEQ Recommendations for Public Water Systems with Public Interactive Water Features or "Splash Pads" June 2022

To minimize the risk of *Naegleria fowleri* (*N. fowleri*) amoeba exposure, the TCEQ recommends that public water systems that have splash pads connected within their distribution systems perform the following actions:

- **Public Water Systems that only supply potable water to splash pads (do not own or operate a splash pad):**
  - Evaluate the backflow prevention devices at the connection to the splash pad.
    - Repair or replace reduced-pressure-principle backflow preventer assemblies (RPBAs) that fail a test by a licensed backflow prevention assembly tester.
    - If no backflow prevention assembly is installed, install a required health hazard device (RPBA or air gap).
    - Replace inappropriate backflow prevention devices (for example, double check valve backflow prevention assemblies and atmospheric vacuum breakers) with a required health hazard device (RPBA or air gap).
    - Test RPBAs upon installation and at least annually. [From TCEQ rules in 30 Texas Administrative Code (TAC) §290.44(h)(4)].
  - Share this letter with the owners and operators of any splash pads connected to your system to inform them of the risks from *N. fowleri*.
- **Public Water Systems that own or operate a splash pad (and other owners and operators of splash pads):**
  - Evaluate the backflow prevention devices at the connection to the splash pad.
    - Repair or replace RPBAs that fail a test by a licensed backflow prevention assembly tester.
    - If no backflow prevention assembly is installed, install a required health hazard device (RPBA or air gap).
    - Replace inappropriate backflow prevention devices (for example, double check valve backflow prevention assemblies and atmospheric vacuum breakers) with a required health hazard device (RPBA or air gap).
    - Test RPBAs upon installation and at least annually. [From TCEQ rules in 30 TAC §290.44(h)(4)].
  - Please see the operation, maintenance, and record keeping practices of the splash pad for compliance with Department of State Health Services (DSHS) rules in 25 TAC Chapter 265, Subchapter M.
  - If you operate a splash pad that is supplied with potable water containing a monochloramine/combined chlorine residual:
    - DSHS's rules for splash pads require that these facilities be operated with a free chlorine or bromine disinfectant residual (unless the splash pad is operated as a pass-through facility without recirculation of water).
    - If you intend to establish free chlorine disinfectant residuals within the splash pad, be certain that you are not actually operating the facility with a monochloramine/combined chlorine residual. Monochloramine interferes with free chlorine test methods that use DPD reagent and can cause false positive free chlorine test results. The potable water must be breakpoint chlorinated by adding enough chlorine to eliminate the nitrogen containing compounds like monochloramine so that a free chlorine residual can exist.

TCEQ Recommendations for Public Water Systems with Public Interactive Water Features or  
"Splash Pads" June 2022

To confirm that water in the splash pad has a free chlorine residual, test a sample for free chlorine, total chlorine, monochloramine, and free available ammonia. (The supplying public water system must have this testing equipment.) When monochloramine and free available ammonia residuals are essentially zero (typically 0.05 mg/L or less) and the total chlorine and free chlorine residuals are nearly the same, the water has an actual free chlorine residual. Any additional free chlorine added to the water will remain in free chlorine form.

- If some form of cyanuric acid (commonly "dichlor" and "trichlor") is used in conjunction with chlorine in a splashpad, it is important to be aware that cyanuric acid binds up the chlorine. This binding leaves only a small amount of free available chlorine to act as a disinfectant, because chlorine combined with cyanuric acid may not be an effective disinfectant. The standard test for free chlorine, using DPD reagent, will falsely measure the cyanuric acid-bound chlorine as free available chlorine. The splash pad operator may measure an apparent free chlorine residual of 2.0 ppm or higher due to the false positive caused by cyanuric acid-bound chlorine and be unaware that the actual free available chlorine residual is too low to prevent conditions that could allow the establishment of *N. fowleri*. Although the use of cyanuric acid in outdoor pools is a widespread practice, in a public pool the operators can see when algae or cloudiness starts to form, indicating the same low disinfectant conditions that could allow *N. fowleri* to establish and multiply. Public pool operators can "shock" a pool when these conditions occur. In contrast, a splash pad operator may only see thin water sprays and shallow water on the ground, which is unlikely to visibly show the start of algae growth in the splash pad water storage tanks. As a preventative measure, splash pad operators should visually check the water in a vault for algae or cloudiness to recognize low disinfectant conditions and treat as appropriate when those conditions are observed.



Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

July 21, 2022

**CERTIFIED MAIL # 9489 0090 0027 6331 5090 65**  
**ELECTRONIC RECEIPT REQUESTED**

Mr. Parker Owen  
President  
Harris County Municipal Utility District 109  
1301 McKinney Street, Suite 5100  
Houston, Texas 77010-3095

Re: Notice of Violation for the Modified Comprehensive Compliance Investigation at:  
Harris County MUD 109, 5722 Forest Timbers, Houston, Harris County, Texas  
Regulated Entity No.: 101396968  
TCEQ ID No.: 1010620  
Investigation No.: 1823880

Dear Mr. Owen:

On June 16, 2022, Ms. Destiny Geppert and Ms. Paige Williams of the Texas Commission on Environmental Quality (TCEQ) Houston Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for Public Water Supply. Enclosed is a summary which lists the investigation findings. During the investigation, a certain outstanding alleged violation was identified for which compliance documentation is required. Furthermore, an Additional Issue was noted. Please submit to this office by the compliance due date listed on the Summary of Investigation Findings enclosure, a written description of corrective action taken and the required documentation demonstrating that compliance has been achieved for the outstanding alleged violation.

In the listing of the alleged violation, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI 032) are located on our agency website at <https://www.tceq.texas.gov> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the Houston Region Office at (713) 767-3650 or the Central Office Publications Ordering Team at (512) 239-0028.

The TCEQ appreciates your assistance in this matter. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. We anticipate that you will resolve the alleged violation as required in order to protect the State's environment. If you have additional information that we are unaware of, you have the opportunity to contest the violations documented in this notice. Should you choose to do so, you must notify the Houston Region Office within 10 days from the date of this letter. At that time, PWS Team Leader, Ms. Nichole Batista Nunes, will schedule a violation review meeting to be conducted within 21 days from the date of this letter.

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TCEQ Region 12 • 5425 Polk St., Ste. H • Houston, Texas 77023-1452 • 713-767-3500 • Fax 713-767-3520

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Mr. Parker Owen  
Page 2  
July 21, 2022

If you or members of your staff have any questions, please feel free to contact Ms. Geppert in the Houston Region Office at (713) 767-3729.

Sincerely,



Nichole Batista Nunes  
Water Section Team Leader  
Houston Region 12  
Texas Commission on Environmental Quality

NBN/DG/es

cc: Harris County Public Health and Environmental Services  
101 South Richey Street, Suite G, Pasadena, Texas 77506-1023

Mr. Paul Villarreal, President and Operator, Water Wastewater Management Services  
13563 Bammel North Houston Road, Houston, Texas 77066-2957

Enclosure: Summary of Investigation Findings

## Summary of Investigation Findings

HARRIS COUNTY MUD 109

Investigation #

1823880

Investigation Date: 06/16/2022

, HARRIS COUNTY,

Additional ID(s): 1010620

### OUTSTANDING ALLEGED VIOLATION(S) ASSOCIATED TO A NOTICE OF VIOLATION

Track No: 818402 Compliance Due Date: 10/19/2022

30 TAC Chapter 290.42(f)(1)(E)(ii)(I)

#### Alleged Violation:

Investigation: 1823880

Comment Date: 07/19/2022

Failure to provide adequate containment facilities for all liquid chemical storage tanks. Containment facilities for a single container or for multiple, interconnected containers must be large enough to hold the maximum amount of chemicals that can be stored with a minimum freeboard of six vertical inches or to hold 110% of the total volume of the container(s), whichever is less. At the time of the investigation, it was noted that the polyphosphate barrel at Plant 2, 20322 Burle Oak, did not have containment.

**Recommended Corrective Action:** Submit compliance documentation to the TCEQ Houston Region Office demonstrating corrective measures have been taken to resolve the alleged violation.

### ADDITIONAL ISSUES

#### Description

Item 1

#### Additional Comments

Please be aware as per 30 TAC 290.43(c)(3) when the tank is not overflowing, the cover shall close automatically and fit tightly with no gap over 1/16 inch. At the time of the investigation, it was noted that the storage tank that is currently under construction at Plant 2, 20322 Burle Oak, had an overflow with a gap greater than 1/16 inch. The regulated entity has reached out to the contractor for repairs to be completed prior to the tank going into service.

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



PWS\_1010620\_CO\_20220729\_LCR

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

July 29, 2022

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

**Subject: LEAD AND COPPER TAP SAMPLE MONITORING**  
HARRIS COUNTY MUD 109 - PWS ID NO. 1010620  
HARRIS COUNTY, TEXAS

Attention: Public Water System Owner / Official / Manager

Title 30 of the Texas Administrative Code (30 TAC), Chapter 290, Section 290.117, *Regulation of Lead and Copper* and Title 40 of the Code of Federal Regulations (40 CFR), Chapter I, Subchapter D, Part 141, Subpart I, *Control of Lead and Copper*, establishes requirements for public water systems (PWS) to monitor for and meet designated lead and copper levels.

Based on the Texas Commission on Environmental Quality's (TCEQ) records, **your PWS is scheduled to conduct lead and copper tap sampling for the reduced monitoring period June 1 - September 30, 2022.** Please disregard this letter if your PWS has completed both monitoring and lead consumer notice requirements. Please be aware that failure to complete the required sampling is a monitoring or reporting violation and may lead to a return to initial monitoring or enforcement action.

TCEQ's Texas Drinking Water Watch is available to view and confirm your PWS's Lead and Copper Rule sampling requirements, sample results, sampling schedules, violations, points of contact, and more, located at:

< [www.tceq.texas.gov/goto/dww](http://www.tceq.texas.gov/goto/dww) >

The TCEQ provides necessary compliance guidance, forms, laboratory information, sampling instructions, and monitoring schedules on the TCEQ Drinking Water Lead and Copper Rule (LCR) webpage, located at:

< [https://www.tceq.texas.gov/drinkingwater/chemicals/lead\\_copper/lead-copper.html](https://www.tceq.texas.gov/drinkingwater/chemicals/lead_copper/lead-copper.html) >

If you have questions or require additional assistance concerning lead and copper monitoring requirements for your PWS, please contact the TCEQ Lead and Copper Monitoring Team at (512) 239-4691 or [PWSLCR@tceq.texas.gov](mailto:PWSLCR@tceq.texas.gov).

AUG 1 0 2022

July 29, 2022

Please note the following steps for sampling under the LCR:

- **Complete TCEQ Form 20467 (a) or (b), Lead and Copper Sample Site Selection Pool and Material Survey, if needed.** All PWSs are required to have an updated sampling pool of addresses. If you have not completed this form in the past or do not have a complete sampling pool with an updated Materials Survey, you are required to update your sampling pool prior to sampling. Instructions for identifying suitable sample taps, including targeted tier requirements within the sampling pool can be found in 30 TAC Chapter 290, Section 290.117(c)(1)(C) and the TCEQ Drinking Water LCR Program webpage. Enclosed please find the sample sites currently approved and on file with the TCEQ.
- **Locate a NELAP laboratory that is accredited for methods associated with the LCR.** The laboratory you choose can provide the required laboratory grade one-liter bottles for sampling, including the EPA-recommended wide-mouth bottles. The list of accredited laboratories can be found on the TCEQ Drinking Water LCR Program webpage.
- **Complete TCEQ Form 20683, the Lead and Copper Rule Monitoring Form.** This is your chain of custody (COC) which accompanies your bottles to the laboratory. The LCR COC can be found on the TCEQ Drinking Water Lead and Copper Program webpage. Please note that sample collection sites must be matched to their corresponding LCR numbers (LCR###) on all paperwork and sample bottles when submitted to the laboratory. Instructions to complete the COC are included on the form.
- **Complete TCEQ Form 20680 (a) or (b), Lead Consumer Notice (LCN).** Requirements for the LCN can be found in 30 TAC Chapter 290, Section 290.117(j). All forms including the LCN can be found on the TCEQ Drinking Water LCR Program webpage. Once sampling is complete and results are received, this form can also be submitted to [PWSLCR@tceq.texas.gov](mailto:PWSLCR@tceq.texas.gov). Instructions to complete and submit the LCN are included on the forms.

Sincerely,



Michele Risko, Manager  
Drinking Water Standards Section (MC-155)  
Water Supply Division  
Texas Commission on Environmental Quality

cc: TCEQ Region 12  
PAUL VILLARREAL, 13563 BAMMEL NORTH HOUSTON RD, HOUSTON TX 77066-2957