

MINUTES OF BOARD OF DIRECTORS MEETING
DECEMBER 20, 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 December 20, 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 Sulpizio, thus constituting a quorum. Also attending all or parts of the meeting were Mr. Blake Coleman, visitor; Lieutenant Steve Romero and Corporal Jeff Shipley of Harris County Precinct 4 Constable’s Office; 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 (via phone); 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. Madeline Lopez 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. Coleman, who discussed issues with his previous bills. He stated that there was a significant increase in his last two bills. He noted that a plumber did not find any evidence of leaks. Mr. Gehrke stated that WWWMS would investigate the issue. Mr. Coleman stated he would like a resolution before continuing payment.

2. **Minutes.** The Board considered the proposed minutes of meeting held on November 15, 2022, previously distributed to the Board. Upon motion by Director Green, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the meeting held on November 15, 2022, as presented.

3. **Security Report.** President Parker recognized Corporal Shipley, who presented to and reviewed with the Board the Security Report for the month of November 2022, a copy of which is attached hereto as *Exhibit B*. Mr. Coleman and Corporal Shipley left the meeting at this time.

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 November 2022, a copy of which is attached hereto as *Exhibit C*.

Upon motion by Director Moore, seconded by Director Frank, 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 2250 through 2253, 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 D*. Discussion ensued.

Upon motion by Director Green, seconded by Director Frank, 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. 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 E*.

Mr. Kotlan reported on the utility relocations related to the FM 1960 widening and stated that the contractor is preparing a change order for the water line on project.

Mr. Kotlan reported on the Water Plant No. 2 Expansion, and presented Pay Estimate No. 18 in the amount of \$106,716.09 for approval. He stated that pay estimate includes retainage and final cleanup.

Mr. Kotlan reported on the Barents Drive Lift Station. He stated that BGE met with the city reviewer regarding the requirement for larger lift station site. He stated that BGE is preparing a variance request and setting up a meeting with the supervisor to attempt to acquire the variance.

Mr. Kotlan reported on the Wastewater Treatment Plant and stated that the project is in construction.

Mr. Kotlan reported on the Wastewater Treatment Plant Permit Renewal. He stated that BGE is waiting on completion of public review of the draft permit.

Mr. Kotlan discussed the service requests. He stated that the developer of the Madden tract is reviewing development costs and working with the City of Houston on dis-annexation petition. He reported on Zimmerman Properties and stated that the developer's engineer is reviewing the feasibility.

Upon motion by Director Green, seconded by Director Frank, after full discussion and the question being put to the Board, the Board voted unanimously to accept the Engineer's Report and to approve Pay Estimate No. 18 to Schier Construction Company, Inc. in the amount of \$106,716.09.

7. Review Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order. President Parker recognized Mr. Gehrke, who presented the Operations Report dated December 20, 2022 and a

list of delinquent accounts, copies of which are attached hereto as *Exhibit F*. Mr. Gehrke reported that 113.97% of the water pumped was billed for the period November 1, 2022 through November 31, 2022. He stated that WWWMS will check both well meters to see if the meters were malfunctioning and giving an inaccurate read.

Mr. Gehrke reported on various maintenance items.

Mr. Gehrke reported that WWWMS ran a new water line to chlorinator from new booster pump header line at Water Plant No. 2. He noted that WWWMS bore under a driveway for new conduit line for polyphosphate line.

Mr. Gehrke reported that WWWMS received the interconnect invoice from Harris County Municipal Utility District No. 46 ("No. 46").

Mr. Gehrke discussed the notice to customers regarding extreme weather emergencies. He stated that the District is required by Senate Bill 3 to deliver a notice to customers by January 31, 2023. He reported that the notice would be provided with the bills. Mr. Millas stated that during a deep freeze event, defined as two consecutive days under 28 degrees Fahrenheit, the District cannot cut off customers or charge late fees.

Mr. Gehrke reviewed the cut of report. It was the consensus of the Board to delay terminations until the Wednesday after the Holidays, January 4, 2023. Mr. Gehrke reviewed a customer letter request requesting a payment plan. Discussion ensued regarding usage history. It was the consensus of the Board to authorize a payment plan.

Upon motion by Director Moore, seconded by Director Green, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Operations Report and to delay termination of the delinquent accounts in accordance with the terms of the District's Rate Order until January 4, 2023.

8. Amend Rate Order and Notice to Customers re billing and service during extreme weather emergency. President Parker recognized Mr. Millas, who presented to and reviewed with the Board the Rate Order, a copy of which is attached hereto as *Exhibit G*. He stated that the Rate Order is being amended to include the section for Procedures related to Extreme Weather Emergency for Senate Bill 3. President Parker noted there is a typo on page 3, where a parentheses is missing.

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

9. Such other matters that may come before the Board. There were no further reports.

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 January 17, 2023.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(DISTRICT SEAL)

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, December 20, 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 November 15, 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 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;
7. Approve Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order;
8. Amend Rate Order and Notice to Customers re billing and service during extreme weather emergency;
9. And such other matters as may properly come before the Board.



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

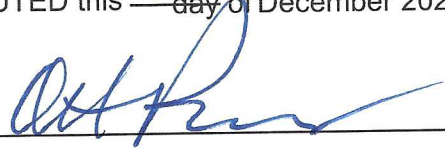
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HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

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I hereby certify that on Dec. 15 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 15 day of December 2022.



Jane Maher

From: Russell Lambert <russ@texasnetwork.com>
Sent: Tuesday, December 13, 2022 7:17 PM
To: Jane Maher
Cc: The Texas Network; Solana Morton
Subject: RE: 109 & AJOB December Postings

Posted

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

From: Jane Maher <jane.maher@nortonrosefulbright.com>
Sent: Tuesday, December 13, 2022 7:07 PM
To: Russell Lambert <russ@texasnetwork.com>
Cc: The Texas Network <support@texasnetwork.com>; Solana Morton <solana.morton@nortonrosefulbright.com>
Subject: 109 & AJOB December 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

From: Jane Maher
Sent: Wednesday, November 9, 2022 3:59 PM
To: Russell Lambert <russ@texasnetwork.com>
Cc: Texas Network <support@texasnetwork.com>; Solana Morton <solana.morton@nortonrosefulbright.com>
Subject: RE: 109 & AJOB November 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



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 November 2022

Categories

Burglary Habitation: 0	Burglary Vehicle: 2	Theft Habitation: 0
Theft Vehicle: 3	Theft Other: 3	Robbery: 0
Assault: 1	Sexual Assault: 0	Criminal Mischief: 4
Disturbance Family: 12	Disturbance Juvenile: 1	Disturbance Other: 5
Alarms: 17	Suspicious Vehicles: 18	Suspicious Persons: 4
Runaways: 0	Phone Harrassment: 1	Other Calls: 678

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
E128	18	26	8	0	1	29	0	3	958	20
E129	48	33	20	2	0	43	0	4	835	17
E130	42	9	9	0	2	22	0	2	781	18
TOTAL	108	68	37	2	3	94	0	9	2574	55

Summary of Events

Alarms:

Deputies responded to 17 alarm calls that were cleared as false.

Checks:

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

Traffic Enforcement:

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

5400 Quail Tree Ln- Deputy initiated a traffic stop. The violator refused to stop leading deputies in a brief pursuit. Violator was taken into custody and transported to Harris County

19300 Timber Forest Dr. - Deputy initiated a traffic stop. The violator was found to be in possession of drug paraphernalia. Suspect was arrested.

19500 Timber Forest Dr.- Deputy conducted a traffic stop on a motor vehicle. Investigation revealed that operator did not have insurance or an ineligible driver's license. Vehicle was towed and report was completed.

Burglar Motor Vehicle:

4700 Atascocita Rd – Deputy responded to a burglary motor vehicle. Investigation revealed unknown suspect unlawfully entered the complainant's travel trailer, taken valuables and fled undetected.

19200 Lakeshire St- Deputy responded to a burglary motor vehicle. Investigation revealed unknown suspect unlawfully entered the complainant's, ransacked it, and fled undetected.

Stolen Vehicle:

0 Diamond M Dr- Deputies responded to a stolen vehicle. Investigation revealed unknown suspect(s) unlawfully entered into the facility and took the complainant's trailer without the owner permission.

5900 Bent Tree Ct.- Deputy responded to a stolen vehicle type call. Investigation revealed that a unknown suspect stole the victim's vehicle. Report was completed.

19400 Climbing Oaks Dr.- Deputy responded to a stolen vehicle type call. Investigation revealed that a unknown suspect stole the victim's vehicle. Report was completed.

Theft Other:

19200 Oak Timbers Dr- Deputies responded to a theft type call. Investigation revealed that known suspect(s) had stolen the complainant medication.

5800 FM 1960 RD E- Deputy responded to a theft call. Investigation revealed that unknown suspect(s) had stolen the complainant car wash brush. The items were later returned.

19900 Burle Oak Dr- Deputies responded to a theft type call. Investigation revealed that known suspect(s) had stolen the complainant bicycle.

Assault:

5600 Enchanted Timbers Dr.- Deputy responded to an assault type call. Investigation revealed that suspect had assaulted the victim after a verbal altercation. Suspect was located and arrested for the assault and an active assault warrant. Report was completed.

Criminal Mischief:

5600 FM 1960 Rd E- Deputies responded to a call for service. Investigations revealed that unknown subject damage complainant water hose from her car wash business.

20200 Timber Forest Dr- Deputies responded to a call for service. Investigations revealed that unknown subject damage complainant car window with paintballs.

5700 Ancient Oaks Dr – Deputy responded to a criminal mischief call. Investigation revealed a window was damaged by paintballs.

19500 Oak Station Dr.- Deputy responded to a criminal mischief type call. Investigation revealed that unknown suspect caused damage to victim's residence. Report was completed.

Family Disturbance:

5700 Enchanted Timbers Dr.- Deputy responded to a disturbance type call. Investigation revealed that a married couple were involved in a verbal altercation only. Report was completed.

5700 Enchanted Timbers Dr.- Deputy responded to a disturbance type call. Investigation revealed

that a married couple were involved in a verbal altercation only. Report was completed.

5500 Enchanted Timbers Dr.- Deputy responded to an assault type call. Investigation revealed that family members were involved in a verbal altercation which then turned physical with a weapon being produced. Suspect was arrested and report was completed.

5700 Enchanted Timbers Dr.- Deputy responded to a disturbance type call. Investigation revealed that family members were involved in a verbal altercation which then turned physical. Suspect was arrested and report was completed.

20200 Big Timber Ct- Deputies responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. Charges filed suspect was transported to Harris County jail without further incident.

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

20100 Misty Pines Dr- Deputies responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. Adult male was arrested for injury to a child. Suspect was transported to Harris County jail without further incident.

20100 Bambiwoods Dr- Deputy responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. No charges filed.

20200 Dawn Mist Dr- Deputy responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. No charges filed.

19900 Big Timber Dr- Deputy responded family disturbance. Investigation revealed complainant wanted to stand by for complainant to grab items.

19100 Shay Ln- Deputies responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. Charges filed suspect was transported to Harris County jail without further incident.

19900 Bambiwoods Dr- Deputy responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. No charges filed.

Suspicious Vehicles:

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

Suspicious Persons:

Contract Patrol deputies responded to 4 suspicious person within the community. All these scenes were utilized to gather intelligence and were all cleared without incident after thorough investigations.

Phone Harassment:

19100 Artesian Way- Deputy responded to a call for service. Investigation revealed known suspect was harassing complainant. No charges filed.

Other:

19400 Atasca Oaks Dr.- Deputy responded to a disturbance type call. Investigation revealed that female suspect was acting irate within her property. Suspect went back inside home after speaking to Police. Report was completed.

5700 Enchanted Timbers Dr.- Deputy responded to a found property type call. Investigation revealed that reporting party had located an unknown substance in her vehicle. Substance was collected and report was completed.

19600 Big Timbers Dr.- Deputy conducted a traffic stop on a motor bike which refused to stop. A brief pursuit was initiated when deputy lost sight of violators due to driving by the bayou. Report was completed.

5700 Upper Lake Dr.- Deputy responded to a suspicious person type call. Investigation revealed that female had active warrants and was arrested. Report was completed.

5500 Green Timbers Dr.- Deputy responded to suspicious person type call. Investigation revealed that female had active warrants and was arrested. Report was completed.

20200 Dawn Mist Dr- Deputy's responded to a call for service. Investigation revealed consumer was having a mental episode. Consumer was transported to local hospital for further evaluation.

5300 Dove Forest Ln- Deputy's responded to a call for service. Investigation revealed consumer was having a mental episode. Consumer was transported to local hospital for further evaluation.

19800 Misty Pines Dr- Deputy's responded to a call for service. Investigation revealed consumer was having a mental episode. Consumer was transported to local hospital for further evaluation.

5500 Deer Timbers Trl- Deputies responded to a call for service. Investigation revealed complainant wanted known suspect trespassed from property.

19900 Big Timber Dr- Deputy responded to a call for service. Investigation revealed known suspect was harassing complainant. Suspect was arrested and transported to Harris County jail without further incident.

4700 Atascocita Rd- Deputies responded to a Burglary Habitation call. Investigation revealed unknown suspect(s) unlawfully entered a closed business, taken valuables and fled undetected.

5900 Meyergrove Ln- Deputy responded to child custody dispute. Report completed for documentation.

5300 FM 1960 Rd e- Deputies responded to minor accident. Investigations revealed at fault driver was driving while intoxicated. Driver arrested.

4900 Steel Meadows Ln- Deputies responded to disturbance call. Investigation revealed driver was intoxicated. Driver arrested.

Harris County Municipal Utility District Number 109

Tax Collector's Report

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November 30, 2022

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Disbursements for December 20, 2022:

#2250: Ad Valorem Appraisals Inc; Tax A/C Fee-12/2022	\$2,855.76
#2251: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee: 11/2022	1,063.35
#2252: Harris Central Appraisal District; Quarterly Assessment	6,460.00
#2253: Harris-Montgomery Counties MUD 386; Refund Wrong Deposit	<u>643.82</u>
Total Disbursements for December 20, 2022	<u>\$11,022.93</u>

Exhibit C

Harris County Municipal Utility District Number 109

Tax Collector's Report

Current Period Covered: November 1, 2022 to November 30, 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	\$138,179.32	\$359,684.20
Collections:		
2022 Tax Collections	220,291.47	267,513.67
2021 Tax Collections	3,622.14	47,368.47
2020 Tax Collections	728.20	4,870.38
2019 Tax Collections	0.00	1,669.36
2018 Tax Collections	0.00	1,669.11
2017 Tax Collections	0.00	126.75
Penalty and Interest	1,086.33	13,206.91
Tax Attorney Fees	1,063.35	12,241.33
Overpayments	643.82	13,654.95
Interest Earned	<u>110.16</u>	<u>497.23</u>
Total Collections	227,545.47	362,818.16
Disbursements:		
Tax Assessor-Collector Fee	2,855.76	17,144.34
Data Processing Charges	0.00	4,029.60
Tax Attorney Fee	2,154.73	11,729.43
Appraisal District Quarterly Fee	0.00	12,930.64
Transfer to Debt Service Fund	0.00	181,250.00
Transfer to Maintenance Account	0.00	118,750.00
Publication Costs	0.00	845.90
Refund Overpayments	<u>58.79</u>	<u>15,166.94</u>
Total Disbursements	<u>5,069.28</u>	<u>361,846.85</u>
Cash Balance at End of Period	<u>\$360,655.51</u>	<u>\$360,655.51</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of November 30, 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>
2022	\$3,709,855.20	\$267,513.67	\$3,442,341.53	7.21%
2021	3,382,906.85	3,350,301.43	32,605.42	99.04%
2020	3,164,487.11	3,149,061.76	15,425.35	99.51%
2019	3,081,419.47	3,066,375.12	15,044.35	99.51%
2018	2,906,820.36	2,897,872.27	8,948.09	99.69%
2017	2,895,613.63	2,886,540.88	9,072.75	99.69%
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	1,860,553.66	2,457.42	99.87%
2002	1,743,166.99	1,742,780.89	386.10	99.98%
2001	1,705,006.18	1,704,772.45	233.73	99.99%
2000	1,630,288.09	1,630,151.22	136.87	99.99%
1999	1,482,019.84	1,481,978.10	41.74	100.00%
1998	1,346,040.98	1,345,882.41	158.57	99.99%
1997	1,218,889.39	1,218,854.71	34.68	100.00%
1996	1,156,053.10	1,156,021.00	32.10	100.00%
1995	1,130,565.24	1,130,545.88	19.36	100.00%
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>
Totals	<u>\$72,047,688.05</u>	<u>\$68,475,263.01</u>	<u>\$3,572,425.04</u>	<u>95.04%</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of November 30, 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>
2022	789,330,844	12.04%	0.25000	0.22000	0.47000	25,000 O/D
2021	704,497,949	6.86%	0.29000	0.19000	0.48000	25,000 O/D
2020	659,267,550	2.70%	0.31500	0.16500	0.48000	25,000 O/D
2019	641,962,199	8.21%	0.32000	0.16000	0.48000	25,000 O/D
2018	593,228,582	2.44%	0.36000	0.13000	0.49000	10,000 O/D
2017	579,121,338	7.22%	0.36000	0.14000	0.50000	10,000 O/D
2016	540,136,676	9.13%	0.41000	0.11000	0.52000	10,000 O/D
2015	494,944,745	11.81%	0.39000	0.13000	0.52000	10,000 O/D
2014	442,648,062	9.74%	0.39000	0.13000	0.52000	10,000 O/D
2013	403,370,606	1.26%	0.42000	0.10000	0.52000	10,000 O/D
2012	398,369,066	-2.37%	0.42000	0.10000	0.52000	10,000 O/D
2011	408,021,927	-0.80%	0.42000	0.10000	0.52000	10,000 O/D
2010	411,326,061	-1.01%	0.42000	0.10000	0.52000	10,000 O/D
2009	415,504,618	0.87%	0.42000	0.10000	0.52000	10,000 O/D
2008	411,931,758	2.74%	0.42000	0.10000	0.52000	10,000 O/D
2007	400,957,245	6.48%	0.42000	0.10000	0.52000	10,000 O/D
2006	376,557,265	2.83%	0.46000	0.10000	0.56000	10,000 O/D
2005	366,208,721	9.30%	0.50000	0.10000	0.60000	10,000 O/D
2004	335,049,282	7.91%	0.50000	0.10000	0.60000	10,000 O/D
2003	310,501,847	6.88%	0.50000	0.10000	0.60000	10,000 O/D
2002	290,527,832	5.63%	0.50000	0.10000	0.60000	10,000 O/D
2001	275,035,288	9.50%	0.52000	0.10000	0.62000	10,000 O/D
2000	251,170,142	15.23%	0.57367	0.07547	0.64914	10,000 O/D
1999	217,977,950	10.11%	0.60460	0.07540	0.68000	10,000 O/D
1998	197,957,174	10.43%	0.63000	0.05000	0.68000	10,000 O/D
1997	179,258,410	3.88%	0.63000	0.05000	0.68000	10,000 O/D
1996	172,555,210	2.26%	0.62000	0.05000	0.67000	10,000 O/D
1995	168,741,080	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 2022 Tax Levy and Adjustments as of November 30, 2022

<u>2022 Tax Rate: \$0.47 (0.25 I&S + 0.22 M&O)</u>		<u>Taxable Value</u>	<u>Tax Levy</u>
Original Tax Roll:	9/2/2022	\$709,377,213	\$3,334,073.13
Adjustments:			
Supplemental Roll 1	9/23/2022	29,275,342	137,594.11
Supplemental Roll 2	10/15/2021	28,915,431	135,902.53
Supplemental Roll 3	11/18/2022	<u>21,762,858</u>	<u>102,285.43</u>
Total Adjustments		<u>79,953,631</u>	<u>375,782.07</u>
Total Tax Levy		<u>\$789,330,844</u>	<u>\$3,709,855.20</u>

Summary of 2022 Certified Property Values:

<u>Land Value</u>	<u>Improvements</u>	<u>Personalty</u>	<u>Assessed</u>	<u>Exemptions</u>	<u>Taxable Value</u>
<u>140,352,860</u>	<u>726,511,837</u>	<u>18,430,177</u>	<u>885,294,874</u>	<u>95,964,030</u>	789,330,844
99 Accounts Remain Uncertified					<u>13,937,404</u>
Total Estimated Taxable Value					<u>803,268,248</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Tax Collections for November, 2022

<u>Property Owner</u>	<u>Account No</u>	<u>Tax Amount</u>	<u>Pen & Int</u>	<u>Atty/Cost</u>	<u>Overpaid</u>	<u>Total Pmt</u>
2022 Tax Collections:						
Various Accounts	243 Accounts	\$220,291.47	\$119.91	\$0.00	\$0.00	\$220,411.38
Wrong Credit Card Deposit	To HCMUD386	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>643.82</u>	<u>643.82</u>
Total 2022 Tax Collections		<u>\$220,291.47</u>	<u>\$119.91</u>	<u>\$0.00</u>	<u>\$643.82</u>	<u>\$221,055.20</u>
2021 Tax Collections:						
Reese Evelyn M	109-143-000-0004	\$49.86	\$10.97	\$12.17	\$0.00	\$73.00
Smith James D	113-133-000-0026	697.28	153.40	170.14	0.00	1,020.82
Sanchez Olga	113-142-000-0043	102.46	22.54	25.00	0.00	150.00
Trevino Gloria & Rodolfo	113-144-000-0014	650.90	143.20	158.82	0.00	952.92
Rodriguez Able	114-139-017-0043	116.12	25.55	28.33	0.00	170.00
Pearl Virgil L & Jacalyn	114-350-014-0099	789.81	173.76	192.71	0.00	1,156.28
Travis Kim & Monique	115-511-022-0001	418.55	29.30	89.57	0.00	537.42
Gomez Cecila	123-226-003-0046	<u>797.16</u>	<u>167.40</u>	<u>192.91</u>	<u>0.00</u>	<u>1,157.47</u>
Total 2021 Tax Collections		<u>\$3,622.14</u>	<u>\$726.12</u>	<u>\$869.65</u>	<u>\$0.00</u>	<u>\$5,217.91</u>
2020 Tax Collections:						
Gomez Cecila	123-226-003-0046	<u>\$728.20</u>	<u>\$240.30</u>	<u>\$193.70</u>	<u>\$0.00</u>	<u>\$1,162.20</u>
Total 2020 Tax Collections		<u>\$728.20</u>	<u>\$240.30</u>	<u>\$193.70</u>	<u>\$0.00</u>	<u>\$1,162.20</u>
Summary of Other Collections						
Interest Earnings			<u>\$1,086.33</u>	<u>\$1,063.35</u>	<u>\$643.82</u>	227,435.31
Total Collected during Month						<u>\$227,545.47</u>

Harris County Municipal Utility District Number 109

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

<u>Property Owner</u>	<u>Account No.</u>	<u>2021 Tax</u>	<u>2020 Tax</u>	<u>2019 Tax</u>	<u>2018 Tax</u>	<u>Prior Yrs</u>
Exchange Church Houston	043-206-000-0195	\$0.00	\$816.49	\$0.00	\$0.00	\$0.00
Wu & Chen Investment LLC	102-063-000-0008	0.00	0.00	248.01	0.00	0.00
D:Vineyard Travis & Danella	102-065-000-0007	627.44	559.49	552.96	581.84	3,310.66
Q:Alfaro Jesus S	102-067-000-0011	76.44	0.00	0.00	0.00	0.00
D:Gaddis John M	102-068-000-0021	725.87	648.97	758.83	0.00	0.00
D:Catlin Steven L	102-069-000-0004	107.77	97.98	89.07	77.52	0.00
Ochoa Ramiro & Patricia	102-072-000-0007	1,715.46	0.00	0.00	0.00	0.00
P:Hodge Jerry David	108-488-000-0003	780.19	0.00	0.00	0.00	0.00
Q:Flores Marilu H	108-488-000-0008	214.20	0.00	0.00	0.00	0.00
D:Tolliver Cletis F & Glenda	108-489-000-0011	795.29	728.43	0.00	0.00	0.00
D:Strengel Kris C	108-494-000-0020	830.07	758.52	747.60	859.70	7,665.72
Wilson Rita J	108-494-000-0037	783.72	654.37	0.00	0.00	0.00
Felchak Kenneth W & Ruby	108-496-000-0031	708.44	0.00	0.00	0.00	0.00
Wilson Dewey M	108-497-000-0032	678.39	620.57	603.40	708.16	2,045.11
D:Key Sherry R	109-142-000-0001	599.32	539.39	484.90	360.88	123.40
D:Cartwright Ed & Diane	109-142-000-0034	591.96	591.09	526.44	550.92	4,109.80
P:Reese Evelyn M	109-143-000-0004	377.08	0.00	0.00	0.00	0.00
D:Brokaw Sharon	109-144-000-0002	544.19	0.00	444.96	475.30	1,010.49
S:Lipsey Pahjmon	109-144-000-0007	680.68	694.07	660.75	0.00	0.00
Hooper Charles R III	110-750-000-0042	610.02	0.00	0.00	0.00	0.00
S:Riley Michael E & Tamar	110-750-000-0050	687.13	700.92	0.00	0.00	0.00
James Herbert Jr	111-527-000-0004	865.56	0.00	0.00	0.00	0.00
S:Deyle Kurt	111-527-000-0010	740.13	672.85	611.68	234.17	0.00
Rodriguez Gregorio & Maria	111-528-000-0010	665.62	0.00	0.00	0.00	0.00
Barbosa Jose A Jr & Claudia	111-766-000-0024	0.00	201.06	892.05	0.00	0.00
Turner Mellisa M	113-132-000-0029	540.81	0.00	0.00	0.00	0.00
D:Curry Arthur W & Sharon	113-133-000-0008	406.50	0.00	0.00	0.00	0.00
S:Gloria Simon & Maria	133-135-000-0013	534.68	0.00	0.00	0.00	0.00
P:Wade James Jr	113-135-000-0015	650.81	0.00	0.00	0.00	0.00
Otto K T Estate	113-138-000-0003	661.54	0.00	0.00	0.00	0.00
D:Sanchez Olga	113-142-000-0043	284.33	0.00	0.00	0.00	0.00
S:Jackson Keshell	114-139-009-0015	758.96	717.52	652.30	612.80	1,245.34
Chicosky Gregory P	114-139-010-0017	0.00	0.00	563.41	0.00	0.00
Heng Jonathan	114-139-010-0027	681.48	0.00	0.00	0.00	0.00
D:Paxton Roy C & Debbie M	114-139-010-0036	465.25	429.28	379.35	0.00	188.48
Lacour Carey L & Vanita	114-139-013-0053	739.39	688.33	0.00	0.00	0.00
D:Gonzalez Virginia	114-139-015-0003	596.54	547.43	487.49	527.53	488.00
Geibe Virginia	114-139-015-0004	0.00	0.00	477.24	0.00	0.00
D:Cook Julia S	114-139-015-0036	545.68	609.82	432.25	468.45	3,258.19
P:Rodriguez Able	114-139-017-0043	145.02	0.00	0.00	0.00	0.00
Walton Gregory L	114-350-014-0012	561.99	0.00	0.00	0.00	0.00
Blow Frederick E & Cheryl	114-350-015-0118	0.00	0.00	0.00	1,036.24	1,057.39
Cobble Aimee	114-350-015-0123	787.29	0.00	0.00	0.00	0.00
P:Quijano Hilda Gloria	114-350-016-0016	584.86	0.00	0.00	0.00	0.00
D:Harris Virginia B	114-350-016-0083	955.49	869.22	855.21	868.88	4,941.84
D:Knight Chris & Terry	115-511-019-0012	1,147.98	1,032.72	0.00	0.00	0.00
Mangini Debra D	115-511-021-0031	1,137.35	0.00	0.00	0.00	0.00
S:Mitchem Anna M	115-511-021-0036	0.00	0.00	0.00	258.74	0.00
Kennery Ralph & Francine	115-511-022-0003	1,321.88	0.00	0.00	0.00	0.00
Rosques Sandra P	116-276-000-0580	0.00	0.00	2,976.58	0.00	0.00
Ebanks Lilith A	118-705-001-0049	0.00	120.00	0.00	0.00	0.00
Chanel Trust	118-705-004-0005	120.00	0.00	0.00	0.00	0.00
Marendes David K & Joyce	119-848-002-0024	121.99	0.00	0.00	0.00	0.00

Harris County Municipal Utility District Number 109

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

<u>Property Owner</u>	<u>Account No.</u>	<u>2021 Tax</u>	<u>2020 Tax</u>	<u>2019 Tax</u>	<u>2018 Tax</u>	
Holley Guniganti Kings	120-416-002-0007	26.84	0.00	0.00	0.00	0.00
Keen Jason O	139-765-002-0008	1,530.47	0.00	0.00	0.00	0.00
Rivergrove HOA	18 Accounts	242.21	0.00	0.00	0.00	0.00
Allstate Insurance Company	0435798	62.50	70.06	81.25	0.00	0.00
Digital Professionals Compt	2064780	21.63	21.63	21.63	21.89	135.32
B & L Capital Inc	2154083	19.99	20.08	15.90	24.08	206.42
Kevin R Culp	2157330	41.58	43.58	43.58	46.42	411.16
S:Dupree Express Trucking	2172915	86.07	86.07	86.07	99.37	842.14
Motolease Financial LLC	2200564	13.63	16.50	21.52	0.00	0.00
ARC Insurance Agency	2209050	43.75	43.75	43.75	44.66	140.35
S:James Lewis	2213148	16.57	24.50	31.25	39.75	298.50
Phones-R-Us Inc	2289501	54.29	54.29	54.29	54.59	0.00
Tomas A Arden Landaverde	2313791	85.23	0.00	0.00	0.00	0.00
Serenty Health Services LL	2337347	30.91	40.32	0.00	0.00	0.00
Gabriel Martinez	2338191	96.76	0.00	0.00	0.00	0.00
Amfah Investments LLC	2343023	210.67	175.29	0.00	0.00	0.00
Spoiled Mutts	2343180	90.26	90.26	0.00	0.00	0.00
Di Maria Fresh Food	2343249	121.47	0.00	0.00	0.00	0.00
CRT Services	2343848	748.80	0.00	0.00	0.00	0.00
Fresh Ink Media Group	2344047	54.92	54.92	0.00	0.00	0.00
Adorn Tattoo	2344404	18.40	18.40	0.00	0.00	0.00
Cobos BBQ LLC	2352871	146.40	146.40	0.00	0.00	0.00
All Me Hotshot Logistics	2353748	87.38	0.00	0.00	0.00	0.00
Ismeal Anaya	2363334	226.80	287.85	0.00	0.00	0.00
Prior Years Personal Property		<u>373.10</u>	<u>932.93</u>	<u>1,200.63</u>	<u>996.20</u>	26,091.90
Total Receivable		<u>\$32,605.42</u>	<u>\$15,425.35</u>	<u>\$15,044.35</u>	<u>\$8,948.09</u>	57,570.21



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | December 20, 2022

Harris County Municipal Utility District No. 109

Exhibit D



WEBSITE

www.municipalaccounts.com



ADDRESS

1281 Brittmoores Road
Houston, Texas 77043



CONTACT

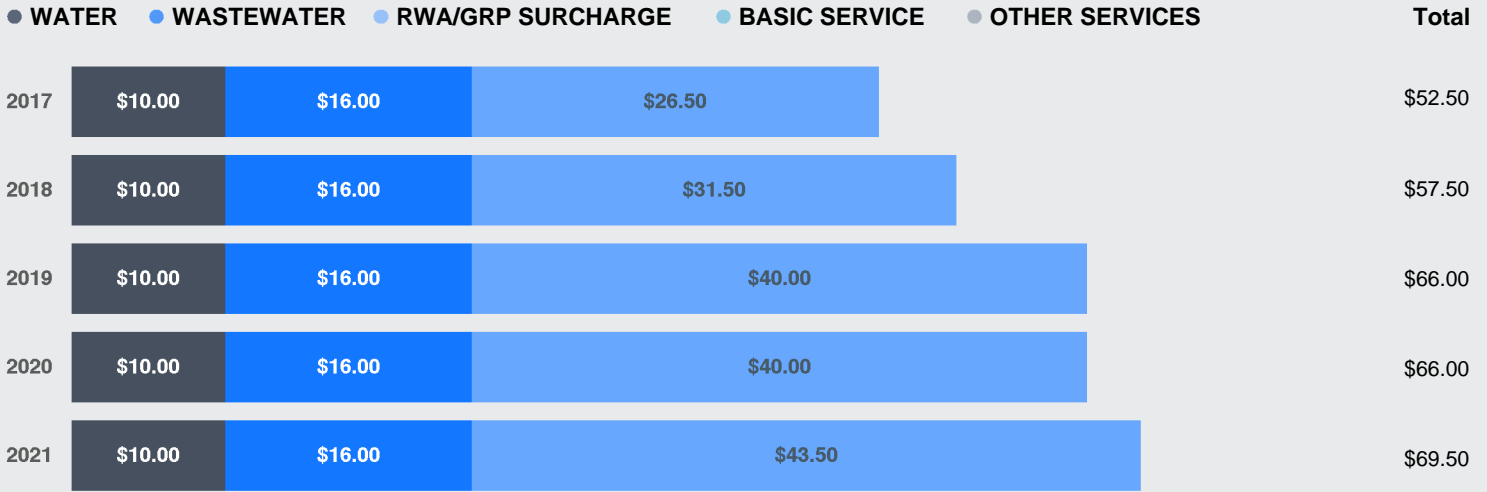
Phone: 713.623.4539
Fax: 713.629.6859

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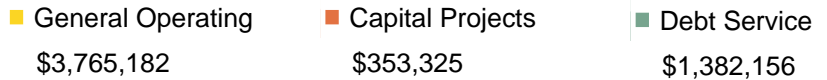


Spotlight On Cost Of Water And Wastewater Per 10,000 Gallons

This is one expense that impacts your Residents the most. You as a Director have control over your base water and wastewater rates. When Residents see rates increasing year on year, they usually do not understand that these increases come from yearly raises in RWA and GRP surcharges, garbage rates, and overall cost of production increases. The dashboard below breaks out these charges so that it is clear that Board controlled rates have stayed low and consistent and that the increase is beyond your control.

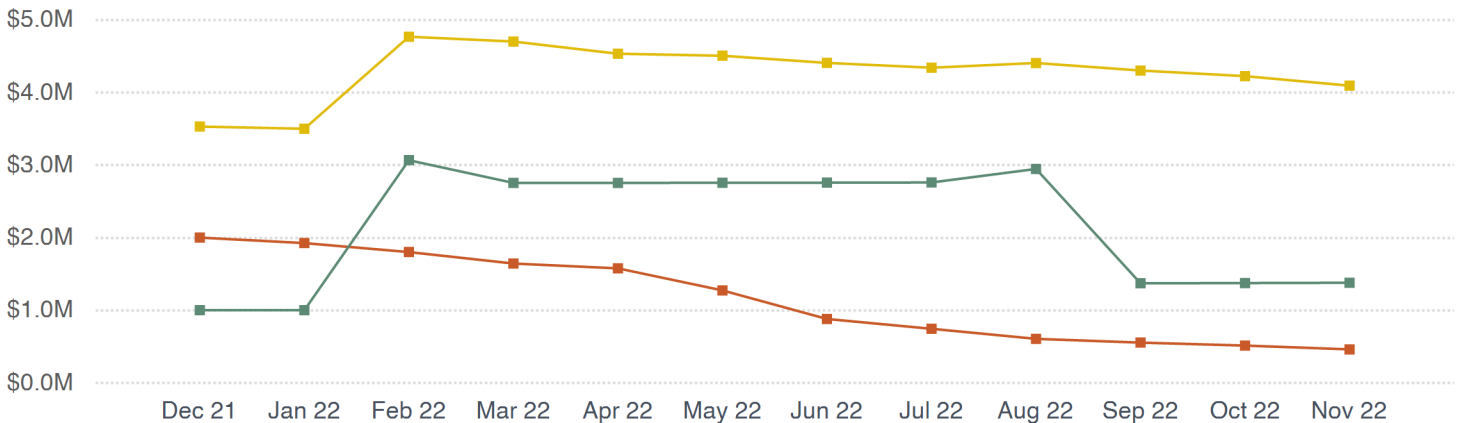


Account Balance | As of 12/20/2022



Total For All Accounts: \$5,500,662

Account Balance By Month | December 2021 - November 2022



Monthly Financial Summary - General Operating Fund

Harris County MUD No. 109 - GOF

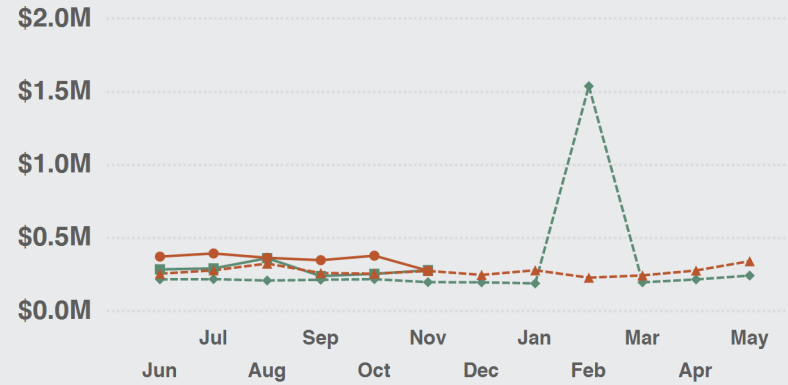


Account Balance Summary

Balance as of 11/16/2022	\$3,855,916
Receipts	566,378
Disbursements	(657,112)
Balance as of 12/20/2022	\$3,765,182

Overall Revenues & Expenditures By Month (Year to Date)

—■ Current Year Revenues - - -▲ Prior Year Revenues
—■ Current Year Expenditures - - -▲ Prior Year Expenditures



November 2022

Revenues

Actual	Budget	Over/(Under)
\$279,578	\$177,385	\$102,193

Expenditures

Actual	Budget	Over/(Under)
\$276,523	\$261,399	\$15,124

June 2022 - November 2022 (Year to Date)

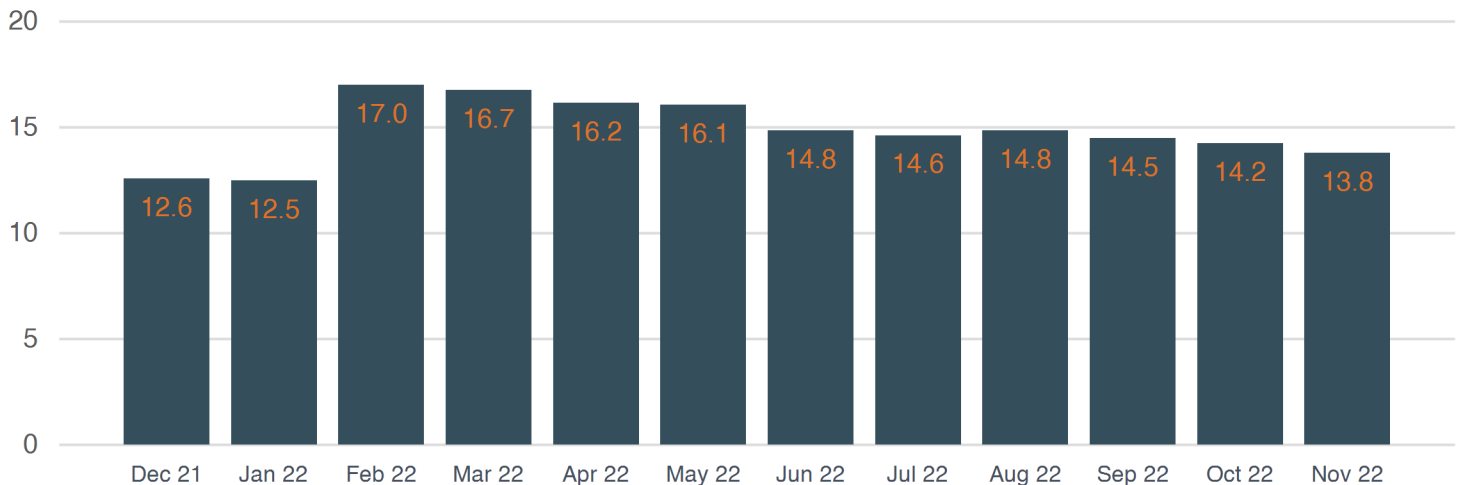
Revenues

Actual	Budget	Over/(Under)
\$1,713,313	\$1,613,710	\$99,603

Expenditures

Actual	Budget	Over/(Under)
\$2,135,947	\$2,010,562	\$125,385

Operating Fund Reserve Coverage Ratio (In Months)



Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 11/16/2022				\$4,171.24
Receipts				
	HC 151 Water Supply		6,092.80	
	City of Houston Rebate		8,452.79	
	Wire Transfer from Lockbox		232,081.47	
	Interest Earned on Checking		226.89	
	City of Houston Rebate		7,545.61	
	Wire Transfer from Money Market		85,000.00	
Total Receipts				\$339,399.56

Disbursements				
15635	Carmen Cantu	VOID: Deposit Refund \$126.21	0.00	
15696	Nancy Frank	VOID: Expense \$29.95	0.00	
15789	Centerpoint Energy	Utilities Expense	(503.88)	
15790	Century Link	VOID: Utilities Expense	0.00	
15791	Arbitrage Compliance Specialists Inc.	Arbitrage Expense	(600.00)	
15792	Association of Water Board Directors	AWBD Annual Dues Renewal	(750.00)	
15793	Cheryl C. Moore	Fees of Office - 12/20/2022	(138.52)	
15794	Chris Green	Fees of Office - 12/20/2022	(138.52)	
15795	Nancy Frank	Fees of Office - 12/20/2022	(138.53)	
15796	Owen H. Parker	Fees of Office - 12/20/2022	(138.52)	
15797	Robin Sulpizio	Fees of Office - 12/20/2022	(138.52)	
15798	Cheryl C. Moore	Expense	(29.95)	
15799	Chris Green	Fees of Office - 11/21&12/8/22 & Expense	(341.35)	
15800	Nancy Frank	Expense & Reissue Check 15696	(59.90)	
15801	Owen H. Parker	Fees of Office - 10/25-12/13/22 & Expense	(594.34)	
15802	Robin Sulpizio	Expense	(65.00)	
15803	Bryan Sweeney	Deposit Refund	(4.84)	
15804	Chasity Brown	Deposit Refund	(61.15)	
15805	Christie Burr & Darion Estrada	Deposit Refund	(121.24)	
15806	Daphne D Griffin	Deposit Refund	(10.05)	
15807	Douglas and Sharyn Derrick	Deposit Refund	(10.20)	
15808	Eric Sanford	Deposit Refund	(193.94)	
15809	Harry F Helmke III	Deposit Refund	(35.26)	
15810	Ilya Vladimirovich Popov & Elena Popova	Deposit Refund	(2.25)	
15811	Key Realtors Management, LLC	Deposit Refund	(97.25)	
15812	Kim Bo Young	Deposit Refund	(44.97)	
15813	Main Street Renewal, LLC	Deposit Refund	(181.28)	
15814	Marcia A Leiva	Deposit Refund	(0.17)	
15815	Nadeem Faruqi	Deposit Refund	(25.73)	
15816	Patti Schreiber	Deposit Refund	(18.43)	
15817	Paul Mefford	Deposit Refund	(46.16)	
15818	Robin K Benard Jr.	Deposit Refund	(96.96)	

Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Disbursements				
15819	Simon Kane	Deposit Refund	(85.25)	
15820	Tashare Reed	Deposit Refund	(181.33)	
15821	Carmen Cantu	Reissue Check 15635	(126.21)	
15822	Atascocita Joint Operations Board	Schedule B & C Costs	(44,099.33)	
15823	BGE, Inc.	Engineering Fees	(2,420.20)	
15824	Brightspeed	Telephone Expense	(921.98)	
15825	CDC Unlimited, LLC	Mowing Expense	(1,464.50)	
15826	Cool-Tech Refrigeration, Inc.	Maintenance & Repairs	(213.75)	
15827	DXI Industries	Chemical Expenses	(130.00)	
15828	G-M Inspection Services, Inc.	Well Performance Test	(1,150.00)	
15829	Generator Service	Maintenance & Repairs	(27,000.00)	
15830	GFL Environmental	Garbage Expense	(289.70)	
15831	Harris County Treasurer	Patrol Services	(19,400.00)	
15832	Hawkins, Inc	Chemicals Expense	(3,978.00)	
15833	Hudson Energy	Utilities Expense	(9,729.96)	
15834	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(4,241.68)	
15835	NHCRWA	Water Authority Fees	(93,943.55)	
15836	Norton Rose Fulbright US LLP	Legal Fees	(3,948.75)	
15837	STP Services	Maintenance & Repairs	(11,830.00)	
15838	Tackle Construction Co., Inc.	Maintenance & Repairs	(20,350.00)	
15839	Texas Commission on Environmental Quality	Water System Fee	(7,666.05)	
15840	Today's Integration	Security Monitoring	(29,275.52)	
15841	Water Utility Services, Inc.	Laboratory Fees	(340.00)	
15842	WWWMS	Maintenance and Operations	(52,111.84)	
15843	Brightspeed	Telephone Expense	0.00	
15844	Centerpoint Energy	Utilities Expense	0.00	
Fee	Central Bank	Service Charge	(40.00)	
Fee	Central Bank	Service Charge - Stop Payment	(20.00)	
Total Disbursements			(\$339,544.51)	
Balance as of 12/20/2022				\$4,026.29

Cash Flow Report - Operator Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 11/16/2022				\$175,108.58
Receipts				
	Accounts Receivable		68,784.73	
	Accounts Receivable		145,608.85	
	Tap Connections (1)		1,555.00	
Total Receipts				\$215,948.58
Disbursements				
Fee	Central Bank	Service Charge	(40.00)	
Ret Ck	Central Bank	Customer Returned Check (4)	(446.35)	
Wire	Harris County MUD 109	Wire Transfer to Checking	(232,081.47)	
Total Disbursements				(\$232,567.82)
Balance as of 12/20/2022				\$158,489.34

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	November 2022			June 2022 - November 2022			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Revenues							
Water Revenue							
14101 Water- Customer Service Revenue	67,123	30,600	36,523	329,030	306,000	23,030	510,000
14102 Surface Water - Reserve	115,544	74,376	41,168	749,530	743,760	5,770	1,239,600
14105 Connection Fees	3,325	2,008	1,317	16,600	12,050	4,550	24,100
14108 Water Sales to HC 151	1,360	1,008	352	7,762	6,050	1,712	12,100
Total Water Revenue	187,352	107,993	79,359	1,102,922	1,067,860	35,062	1,785,800
Wastewater Revenue							
14201 Wastewater-Customer Service Rev	61,860	51,492	10,368	340,138	308,950	31,188	617,900
Total Wastewater Revenue	61,860	51,492	10,368	340,138	308,950	31,188	617,900
Property Tax Revenue							
14301 Maintenance Tax Collections	0	0	0	118,750	118,750	0	1,446,483
Total Property Tax Revenue	0	0	0	118,750	118,750	0	1,446,483
Sales Tax Revenue							
14401 COH Rebate	8,453	6,128	2,325	49,682	47,511	2,171	94,200
Total Sales Tax Revenue	8,453	6,128	2,325	49,682	47,511	2,171	94,200
Tap Connection Revenue							
14501 Tap Connections	1,055	1,250	(195)	10,315	7,500	2,815	15,000
14502 Inspection Fees	801	900	(99)	4,806	5,400	(594)	10,800
Total Tap Connection Revenue	1,856	2,150	(294)	15,121	12,900	2,221	25,800
Administrative Revenue							
14702 Penalties & Interest	8,801	6,000	2,801	48,901	36,000	12,901	72,000
Total Administrative Revenue	8,801	6,000	2,801	48,901	36,000	12,901	72,000
Interest Revenue							
14801 Interest Earned on Checking	227	2	225	1,308	10	1,298	20
14802 Interest Earned on Temp. Invest	11,030	3,521	7,508	36,298	21,128	15,170	42,257
Total Interest Revenue	11,257	3,523	7,734	37,607	21,138	16,468	42,277
Other Revenue							
15801 Miscellaneous Income	0	100	(100)	192	600	(408)	1,200
Total Other Revenue	0	100	(100)	192	600	(408)	1,200
Total Revenues	279,578	177,385	102,193	1,713,313	1,613,710	99,603	4,085,660

Expenditures

Water Service

16102 Operations - Water	9,344	9,100	244	56,034	54,600	1,434	109,200
16105 Maintenance & Repairs - Water	21,075	21,817	(742)	178,221	130,900	47,321	261,800

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	November 2022			June 2022 - November 2022			Annual Budget	
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)		
Expenditures								
Water Service								
16107	Chemicals - Water	3,978	3,992	(14)	42,120	23,950	18,170	47,900
16108	Laboratory Expense - Water	340	367	(27)	3,410	2,200	1,210	4,400
16109	Mowing - Water	771	1,117	(345)	7,717	6,700	1,017	13,400
16110	Utilities - Water	8,639	8,100	539	55,203	48,600	6,603	97,200
16111	Reconnections	775	867	(92)	5,500	5,200	300	10,400
16112	Disconnection Expense	510	233	277	2,475	1,400	1,075	2,800
16113	Service Account Collection	2,600	3,117	(517)	15,018	18,700	(3,682)	37,400
16114	Telephone Expense - Water	922	417	505	4,516	2,500	2,016	5,000
16116	Permit Expense - Water	7,666	7,200	466	7,666	7,200	466	7,200
16117	TCEQ Regulatory Expense - Water	0	0	0	0	0	0	2,800
16118	Surface Water Fee	93,944	94,368	(424)	1,002,865	943,680	59,185	1,572,800
Total Water Service		150,564	150,693	(129)	1,380,745	1,245,630	135,115	2,172,300
Wastewater Service								
16202	Operations - Wastewater	2,320	2,367	(47)	13,905	14,200	(295)	28,400
16204	Purchase Wastewater Service	43,827	45,625	(1,798)	263,477	273,750	(10,273)	547,500
16205	Maint & Repairs - Wastewater	12,445	15,800	(3,355)	90,580	94,800	(4,220)	189,600
16207	Chemicals - Wastewater	0	58	(58)	1,463	350	1,113	700
16208	Laboratory Fees - Wastewater	0	75	(75)	530	450	80	900
16209	Mowing - Wastewater	693	1,000	(307)	6,859	6,000	859	12,000
16210	Utilities - Lift Station	1,594	1,500	94	11,675	9,000	2,675	18,000
16214	Telephone Expense - Wastewater	0	417	(417)	876	2,500	(1,624)	5,000
16217	TCEQ Regulatory Exp-Wastewater	0	0	0	0	0	0	2,800
Total Wastewater Service		60,879	66,842	(5,962)	389,365	401,050	(11,685)	804,900
Garbage Service								
16301	Garbage Expense	290	358	(69)	3,499	2,150	1,349	4,300
Total Garbage Service		290	358	(69)	3,499	2,150	1,349	4,300
Tap Connection								
16501	Tap Connection Expense	375	583	(208)	5,198	3,500	1,698	7,000
16502	Inspection Expense	1,835	300	1,535	4,753	1,800	2,953	3,600
Total Tap Connection		2,210	883	1,327	9,951	5,300	4,651	10,600
Administrative Service								
16703	Legal Fees	3,949	5,283	(1,335)	26,919	31,700	(4,781)	63,400
16705	Auditing Fees	0	0	0	17,500	16,800	700	16,800
16706	Engineering Fees	1,768	6,667	(4,899)	17,216	40,000	(22,784)	80,000
16708	GIS Expense	0	167	(167)	0	1,000	(1,000)	2,000
16710	Website Expense	0	58	(58)	375	350	25	700
16712	Bookkeeping Fees	3,992	2,800	1,192	28,985	23,200	5,785	40,000

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	November 2022			June 2022 - November 2022			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Administrative Service							
16714 Printing & Office Supplies	2,375	2,433	(58)	13,689	14,600	(911)	29,200
16716 Delivery Expense	6	108	(102)	88	650	(562)	1,300
16717 Postage	40	2,825	(2,785)	371	16,950	(16,579)	33,900
16718 Insurance & Surety Bond	0	0	0	0	0	0	31,000
16719 AWBD Expense	0	0	0	6,973	5,100	1,873	7,800
16722 Bank Service Charges	100	100	0	515	600	(85)	1,200
16723 Travel Expense	0	8	(8)	192	50	142	100
16727 Arbitrage Expense	0	0	0	1,650	1,500	150	3,250
Total Administrative Service	12,230	20,450	(8,220)	114,473	152,500	(38,027)	310,650
Security Service							
16801 Security Patrol Expense	19,400	18,592	808	113,167	111,552	1,615	223,104
16802 Security Monitoring	29,276	858	28,417	39,705	5,150	34,555	10,300
Total Security Service	48,676	19,450	29,225	152,872	116,702	36,170	233,404
Payroll Expense							
17101 Payroll Expenses	1,130	2,083	(953)	10,334	12,500	(2,166)	25,000
Total Payroll Expense	1,130	2,083	(953)	10,334	12,500	(2,166)	25,000
Other Expense							
17802 Miscellaneous Expense	255	350	(95)	1,660	2,100	(440)	4,200
Total Other Expense	255	350	(95)	1,660	2,100	(440)	4,200
Total Expenditures	276,234	261,110	15,124	2,062,898	1,937,932	124,965	3,565,354
Total Revenues (Expenditures)	3,344	(83,725)	87,068	(349,585)	(324,223)	(25,362)	520,306
Other Revenues							
Extra Ordinary Revenue							
15901 Transfer from Operating Reserve	0	0	0	0	0	0	29,694
Total Extra Ordinary Revenue	0	0	0	0	0	0	29,694
Total Other Revenues	0	0	0	0	0	0	29,694
Other Expenditures							
Capital Outlay							
17901 Capital Outlay	289	289	0	72,630	72,630	0	550,000
17904 Capital Outlay - Barents Dr L/S	0	0	0	420	0	420	0
Total Capital Outlay	289	289	0	73,050	72,630	420	550,000
Total Other Expenditures	289	289	0	73,050	72,630	420	550,000

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	November 2022			June 2022 - November 2022			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Total Other Revenues (Expenditures)	(289)	(289)	0	(73,050)	(72,630)	(420)	(520,306)
Excess Revenues (Expenditures)	3,055	(84,014)	87,068	(422,634)	(396,853)	(25,782)	0

Balance Sheet as of 11/30/2022

Harris County MUD No. 109 - GOF



Assets

Bank

11101 Cash in Bank	\$249,615
11102 Operator	158,489
Total Bank	\$408,105

Investments

11201 Time Deposits	\$3,687,666
Total Investments	\$3,687,666

Receivables

11301 Accounts Receivable	\$309,122
11303 Maintenance Tax Receivable	63,441
11305 Accrued Interest	2,518
11306 Due From COH	24,406
Total Receivables	\$399,487

Interfund Receivables

11403 Due From Tax Account	\$520,770
Total Interfund Receivables	\$520,770

Reserves

11601 Reserve in A.C.P.	\$180,226
Total Reserves	\$180,226

Total Assets

\$5,196,254

Liabilities & Equity

Liabilities

Accounts Payable

12101 Accounts Payable	\$204,136
12102 Payroll Liabilities	344
Total Accounts Payable	\$204,480

Other Current Liabilities

12201 Unclaimed Property	\$2,094
12202 Due to TCEQ	2,282
Total Other Current Liabilities	\$4,375

Deferrals

12502 Deferred Taxes	\$63,441
Total Deferrals	\$63,441

Balance Sheet as of 11/30/2022

Harris County MUD No. 109 - GOF



Liabilities & Equity

Liabilities	
Deposits	
12601 Customer Meter Deposits	\$289,021
12602 Deposits - Other	3,000
12603 Lee Annexation	(75,796)
12604 Barents Annexation	(27,880)
12605 Country Scramble	(15,111)
12606 Zimmerman Properties - 9 acre	503
12607 Madden Tract	4,711
Total Deposits	<u>\$178,448</u>
Total Liabilities	<u>\$450,744</u>
Equity	
Unassigned Fund Balance	
13101 Unallocated Fund Balance	\$5,168,145
Total Unassigned Fund Balance	<u>\$5,168,145</u>
Net Income	(\$422,634)
Total Equity	<u>\$4,745,511</u>
Total Liabilities & Equity	<u><u>\$5,196,254</u></u>

Monthly Financial Summary - Capital Projects Fund

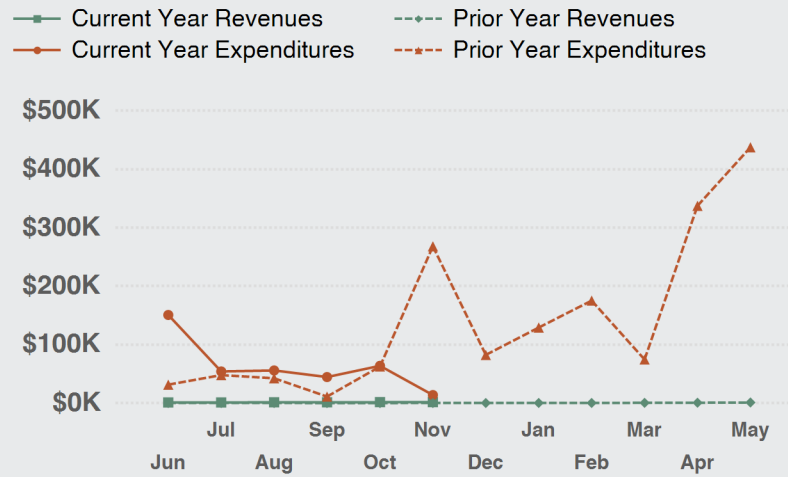
Harris County MUD No. 109 - CPF



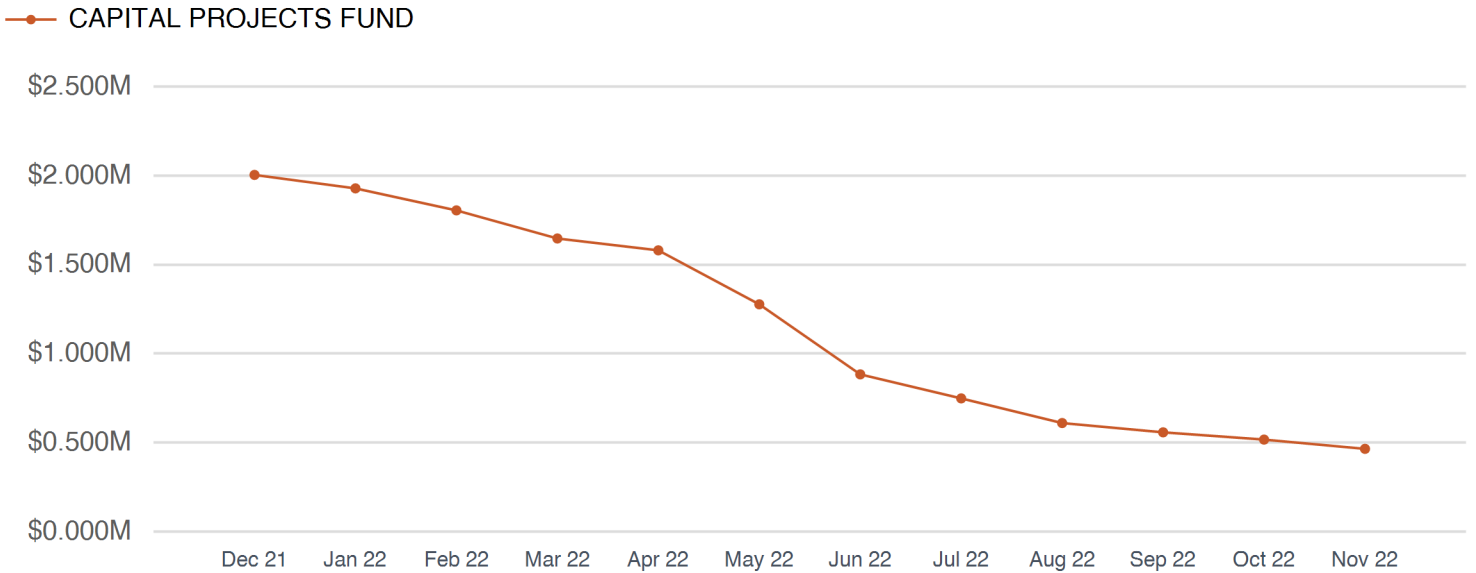
Account Balance Summary

Balance as of 11/16/2022	\$455,671
Receipts	112,852
Disbursements	(215,198)
Balance as of 12/20/2022	\$353,325

Overall Revenues & Expenditures By Month (Year to Date)



Account Balance By Month | December 2021 - November 2022



Cash Flow Report - Checking Account

Harris County MUD No. 109 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 11/16/2022				\$350.00
Receipts				
	Bank Error - Check Cleared Twice		7,505.50	
	Series 2017 - Wire Transfer from Money		103,821.05	
Total Receipts				\$111,326.55
Disbursements				
2030	BGE, Inc.	Engineering - WP2 Construction	(4,620.46)	
2031	Schier Construction Company, Inc.	Pay Estimate No. 18 - Water Plant No. 2	(106,716.09)	
Fee	Central Bank	Service Charge	(40.00)	
Total Disbursements				(\$111,376.55)
Balance as of 12/20/2022				\$300.00

District Debt Summary as of 12/20/2022

Harris County MUD No. 109 - DSF



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

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

Outstanding Debt Breakdown

Series Issued	Original Bonds Issued	Maturity Date	Principal Outstanding
2021 - Refunding	\$3,705,000	2029	\$3,685,000
2017 - WS&D	\$12,100,000	2041	\$11,290,000
2015 - Refunding	\$5,920,000	2030	\$5,425,000
Total	\$21,725,000		\$20,400,000

District Debt Schedule

Harris County MUD No. 109 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$0.00	\$49,125.00	\$49,125.00
Bank of New York	2017 - WS&D	\$0.00	\$182,071.88	\$182,071.88
Regions Bank	2015 - Refunding	\$0.00	\$70,308.00	\$70,308.00
Total Due 04/01/2023		\$0.00	\$301,504.88	\$301,504.88

Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$790,000.00	\$49,125.00	\$839,125.00
Bank of New York	2017 - WS&D	\$440,000.00	\$182,071.88	\$622,071.88
Regions Bank	2015 - Refunding	\$225,000.00	\$70,308.00	\$295,308.00
Total Due 10/01/2023		\$1,455,000.00	\$301,504.88	\$1,756,504.88

Investment Profile as of 12/20/2022

Harris County MUD No. 109

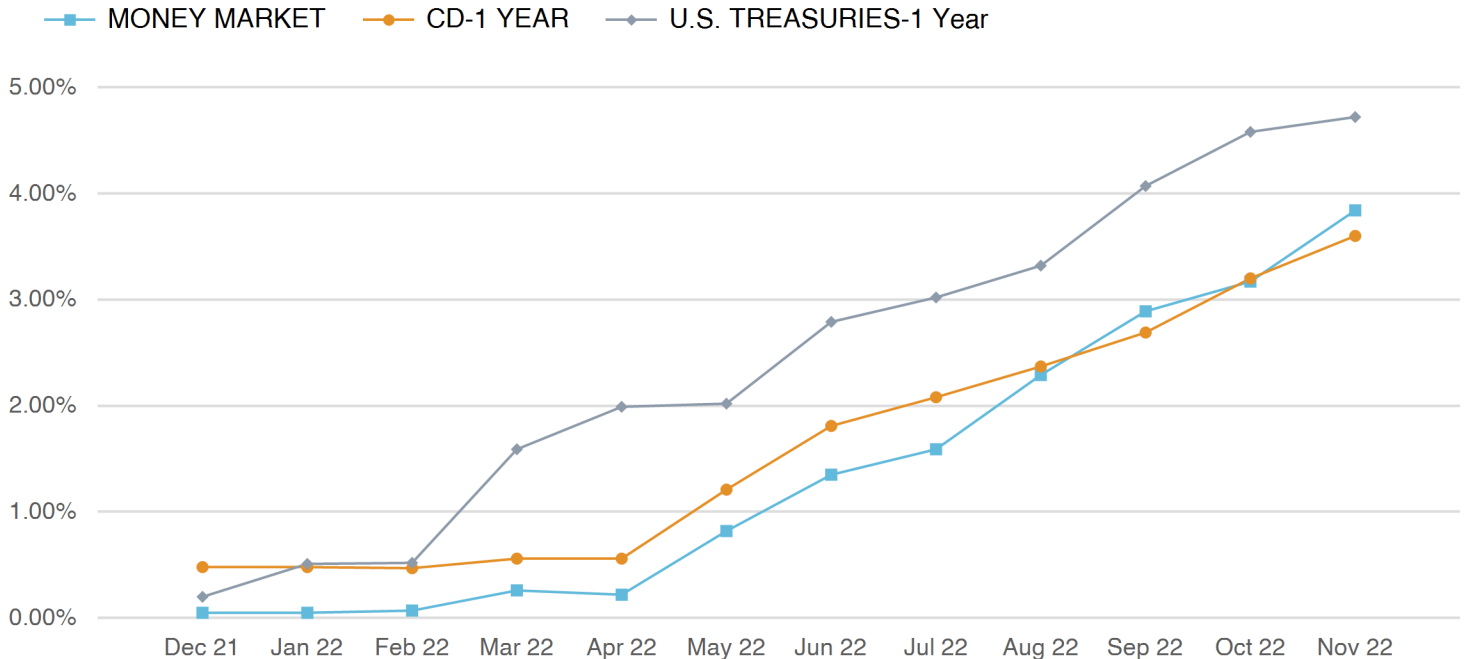


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$3,765,182	Funds Available to Invest \$353,325	Funds Available to Invest \$1,382,156	Funds Available to Invest N/A
Funds Invested \$3,602,666	Funds Invested \$353,025	Funds Invested \$1,382,156	Funds Invested N/A
Percent Invested 96%	Percent Invested 99%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	3.96%	180 Days	2.91%	180 Days	4.72%
		270 Days	2.41%	270 Days	4.72%
		1 Yr	3.71%	1 Yr	4.70%
		13 Mo	3.28%	13 Mo	N/A
		18 Mo	2.26%	18 Mo	4.70%
		2 Yr	1.89%	2 Yr	4.32%

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

Investment Rates Over Time (By Month) | December 2021 - November 2022



Account Balance as of 12/20/2022

Harris County MUD No. 109 - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
SIMMONS BANK (XXXX7948)	09/26/2022	09/26/2023	3.50%	240,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/22/2017		4.15%	3,362,665.93	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1891)			0.00%	4,026.29	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00%	158,489.34	Operator
Totals for General Operating Fund				\$3,765,181.56	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0002)	03/22/2017		4.15%	353,024.91	Series 2017
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1875)			0.00%	300.00	Checking Account
Totals for Capital Projects Fund				\$353,324.91	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0003)	03/22/2017		4.15%	1,382,155.73	
Totals for Debt Service Fund				\$1,382,155.73	

Grand Total for Harris County MUD No. 109 :

\$5,500,662.20

Capital Projects Fund Breakdown

Harris County MUD 109

As of Date 12/20/2022

Net Proceeds for All Bond Issues

Receipts

Bond Proceeds - Series 2017	\$12,100,000.00
Interest Earnings - Series 2017	249,356.82

Disbursements

Disbursements - Series 2017	(11,996,031.91)
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Total Cash Balance	\$353,324.91
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Balances by Account

Central Bank - Checking	\$300.00
TX Class - Series 2017	353,024.91

Total Cash Balance	\$353,324.91
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Balances by Bond Series

Bond Proceeds - Series 2017	\$353,324.91
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Total Cash Balance	\$353,324.91
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Remaining Costs/Surplus By Bond Series

Proposed Surplus Project - WP 2 Expansion	353,324.91
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Total Amount in Remaining Costs	\$353,324.91
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Total Surplus & Interest Balance	\$0.00
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Total Remaining Costs/Surplus	\$353,324.91
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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
CONSTRUCTION COSTS				
Developer Items				
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)
Subtotal Developer Items	\$5,884,250.00	\$5,627,625.28	\$0.00	\$256,624.72
District Items				
1. Kings Lake Estates Lift Station No. 2 Improvements	\$371,240.00	\$362,689.62	\$0.00	\$8,550.38
2. Kings Lake Estates Lift Station No. 3	460,869.00	417,828.05	0.00	43,040.95
3. Water Plant No. 1 Elevated Storage Tank Recoating	500,000.00	500,000.00	0.00	0.00
4. Water Plant No. 2 Elevated Storage Tank Recoating	500,000.00	500,000.00	0.00	0.00
5. Water Plant No. 2 Buildout	1,600,000.00	1,600,000.00	0.00	0.00
6. Contingencies (10% of Items 1, 3-5)	297,124.00	297,124.00	0.00	0.00
7. Engineering (20.89% of Items 1-2)	173,812.00	160,240.92	0.00	13,571.08
8. Engineering (15% of Items 3-5)	390,000.00	390,000.00	0.00	0.00
Subtotal District Items	\$4,293,045.00	\$4,227,882.59	\$0.00	\$65,162.41
TOTAL CONSTRUCTION COSTS	\$10,177,295.00	\$9,855,507.87	\$0.00	\$321,787.13
NON-CONSTRUCTION COSTS				
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	466,564.42	0.00	(217,818.42)
TOTAL NON-CONSTRUCTION COSTS	\$1,922,705.00	\$2,140,524.04	\$0.00	(\$217,819.04)
TOTAL BOND ISSUE REQUIREMENT	\$12,100,000.00	\$11,996,031.91	\$0.00	\$103,968.09
			Interest Earned	\$249,356.82
			Total Surplus & Interest	\$353,324.91
			Total Remaining Funds	\$353,324.91

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

All Transactions

Date	Num	Name	Memo	Debit	Credit	Balance
12603 · Lee Annexation						
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 12603 · Lee Annexation				105,795.72	30,000.00	-75,795.72
12604 · Barents Annexation						
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

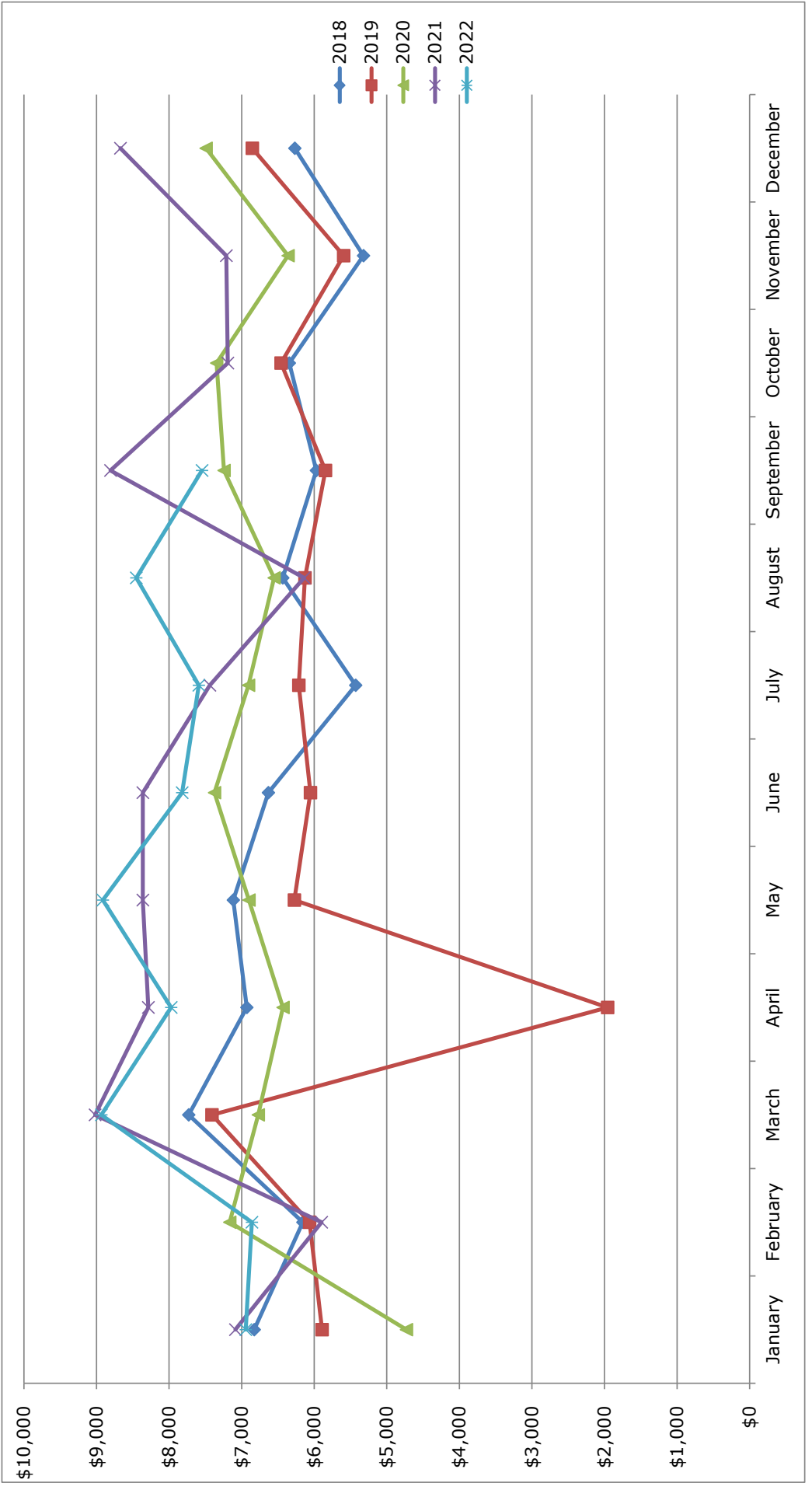
All Transactions

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
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 12604 · Barents Annexation				43,037.02	15,157.01	-27,880.01
12605 · Country Scramble						
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 12605 · Country Scramble				29,636.87	14,525.47	-15,111.40
12606 · Zimmerman Properties - 9 acre						
07/14/2022	Rcpt		Zimmerman Feasibility		5,000.00	5,000.00
09/30/2022	9-221757	BGE, Inc.	Zimmerman Tract Feasibility Study	4,496.77		503.23
Total 12606 · Zimmerman Properties - 9 acre				4,496.77	5,000.00	503.23
12607 · Madden Tract						
07/21/2022	Rcpt		Madden Annexation		5,000.00	5,000.00
11/30/2022	11-220213	BGE, Inc.	Madden Tract Feasibility Study	289.06		4,710.94
Total 12607 · Madden Tract				289.06	5,000.00	4,710.94
TOTAL				183,255.44	69,682.48	-113,572.96

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	\$7,820	\$7,589	\$8,453	\$7,546				\$71,030
Total	\$36,915	\$37,849	\$47,248	\$37,297	\$44,258	\$44,355	\$39,159	\$38,928	\$42,447	\$34,248	\$30,376	\$36,508	\$469,587



Cash Flow Forecast

Harris County MUD 109

	5/23	5/24	5/25	5/26	5/27
Assessed Value	\$839,415,197	\$839,415,197	\$839,415,197	\$839,415,197	\$839,415,197
Maintenance Tax Rate	\$0.220	\$0.220	\$0.220	\$0.220	\$0.220
Maintenance Tax	\$1,809,779	\$1,809,779	\$1,809,779	\$1,809,779	\$1,809,779
% 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%
Beginning Cash Balance 6-1-2022	\$4,508,137	\$4,424,361	\$4,662,236	\$4,887,358	\$5,412,167
Revenues					
Maintenance Tax	\$1,446,483	\$1,809,779	\$1,809,779	\$1,809,779	\$1,809,779
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
Total Revenues	\$4,085,661	\$4,610,138	\$4,785,001	\$4,974,838	\$5,181,064
Expenses					
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
Total Expenses	\$3,565,355	\$3,822,263	\$4,099,880	\$4,400,028	\$4,724,700
Net Surplus	\$466,224	\$787,875	\$685,121	\$574,809	\$456,364
Capital Outlay					
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
Total Capital Outlay	\$550,000	\$550,000	\$460,000	\$50,000	\$50,000
Construction Surplus	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$4,424,361	\$4,662,236	\$4,887,358	\$5,412,167	\$5,818,531

Operating Reserve % of Exp

Percentage	124%	122%	119%	123%	123%
Number of Months	15	15	14	15	15

Bond Authority

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	Yes	Yes	Yes
Chris Green	Yes	Yes	Yes	Yes
Nancy Frank	Yes	Yes	Yes	Yes
Owen Parker	Yes	Yes	Yes	Yes
Robin Sulpizio	Yes	Yes	Yes	Yes

Note

Register on-line www.awbd-tx.org (For log in assistance, contact Taylor Cavnar: tcavnar@awbd-tx.org)

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

All hotel reservations are the sole responsibility of each attendee.

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

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

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

Registration Dates

Early Registration:	Begins	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.



ENGINEERING REPORT

December 19, 2022

To: Harris County MUD No. 109 Board of Directors

From: Bill Kotlan, P.E.

District Engineer

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

a. Utility Relocations related to FM 1960 Widening: Update

Contractor is preparing Change Order for Water Line on project.

b. Water Plant No. 2 Expansion

Pay Estimate No. 18 (Final) in the amount of \$106,716.09 is recommended for approval. This includes retainage and final cleanup.

Action Items (Water Plant No 2 Expansion):

- 1. Approve Pay Estimate No. 18 to Schier Construction Company, Inc. for \$106,716.09**

c. Barents Drive Lift Station

We met with city reviewer regarding requirement for larger lift station site. We are preparing a variance request and setting up a meeting with the supervisor to attempt to acquire the variance.

d. Wastewater Treatment Plant

Project is in construction.

e. Wastewater Treatment Plant Permit Renewal

Waiting on completion of public review of draft permit.

Exhibit E

Serving. Leading. Solving.™

f. Developer's Report: Nothing to report.

g. Service Requests:

- i. Madden Tract: Developer is reviewing development costs and working with city of Houston on dis-annexation petition.
- ii. Zimmerman Properties (9 Acre Multifamily) (Formerly known as the Terrene Tract). Developer engineer is reviewing the feasibility.



December 12, 2022

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

Attention: Fandi Tjhiu

Re: **Pay Estimate No. 18-Final**
Harris County MUD No. 109
Water Plant No. 2 Expansion
BGE Job No. 7440-00

Enclosed herewith is Pay Estimate No. 18-Final 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', written over a vertical line.

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

Water Plant No. 2 Expansion

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

Attention: Cory Burton

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

Attention: Jan McArthur

Pay Estimate No. 18-Final

Original Contract Amount: \$ 1,757,150.00

Change Orders: \$ 218,521.79
Final Adjustments: \$ (14,250.00)

Current Contract Amount: \$ 1,961,421.79

Completed to Date: \$ 1,961,421.79


Retainage 0% \$ -

Balance: \$ 1,961,421.79

Less Previous Payments: \$ 1,854,705.70

Current Payment Due: \$ 106,716.09

Recommended for Approval:


12/12/22
Gary L. Goessler, PE
Project Manager, Construction Management
TBPE Registration No. F-1046

BGE Job No. 7440-00

Estimate Period: 11/01/22 - 12/06/22

Contract Date: April 26, 2021

Notice to Proceed: June 14, 2021

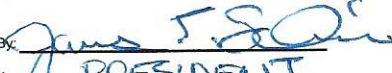
Contract Time: 270 Calendar Days

Time Charged: 541 Calendar Days

Approved Extensions: 35 Calendar Days
Requested Time Extensions: 55 Calendar Days

Time Remaining: -236 Calendar Days

Acknowledged for Schier Construction Company, Inc.:

By: 
Title: PRESIDENT
Date: 12-12-22

Harris County MUD No. 109
 Water Plant No. 2 Expansion
 BGE Job No. 7440-00
 Pay Estimate No. 18-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Adjustments
<u>UNIT A: BASE BID ITEMS</u>												
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	1.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	\$ -
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 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	\$ -	\$ (21,800.00)
	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	\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00	\$ -
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	\$ -
	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	\$ -	1.00	\$ 500.00	1.00	\$ 500.00	\$ -

Harris County MUD No. 109
 Water Plant No. 2 Expansion
 BGE Job No. 7440-00
 Pay Estimate No. 18-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Adjustments
5.	Operations Building including foundation, painting, and all appurtenances; 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	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00	\$ -
	HVAC	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ -
	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	\$ -	1.00	\$ 500.00	1.00	\$ 500.00	\$ -
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	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00	\$ -
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	\$ -	1.00	\$ 4,700.00	1.00	\$ 4,700.00	\$ -
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	0.00	\$ -	1.00	\$ 454,000.00	1.00	\$ 454,000.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00	\$ -

Harris County MUD No. 109
 Water Plant No. 2 Expansion
 BGE Job No. 7440-00
 Pay Estimate No. 18-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Adjustments
9.	Installation of Weatherhead service equipment, reconnection of electrical service; Complete in Place.	1.00	LS	\$ 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	\$ -	1.00	\$ 30,400.00	1.00	\$ 30,400.00	\$ -
	Sidewalks	1.00	LS	\$ 8,800.00	\$ 8,800.00	0.00	\$ -	1.00	\$ 8,800.00	1.00	\$ 8,800.00	\$ -
	Bollards	1.00	LS	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	1.00	\$ 3,200.00	1.00	\$ 3,200.00	\$ -
	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	\$ -	1.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ -
	Hydromulch	1.00	LS	\$ 2,600.00	\$ 2,600.00	1.00	\$ 2,600.00	0.00	\$ -	1.00	\$ 2,600.00	\$ -
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	\$ -
	Unit A: Base Bid Items - Subtotal				\$ 1,314,500.00		\$ 5,600.00		\$ 1,287,100.00		\$ 1,292,700.00	
<u>UNIT B: SUPPLEMENTAL BID ITEMS</u>												
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	\$ -	1.00	\$ 7,200.00	1.00	\$ 7,200.00	\$ -
	Bollards	1.00	LS	\$ 5,800.00	\$ 5,800.00	0.00	\$ -	1.00	\$ 5,800.00	1.00	\$ 5,800.00	\$ -
	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	\$ -	1.00	\$ 8,200.00	1.00	\$ 8,200.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	1.00	\$ 500.00	1.00	\$ 500.00	\$ -
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	\$ -	\$ (7,000.00)

Harris County MUD No. 109
 Water Plant No. 2 Expansion
 BGE Job No. 7440-00
 Pay Estimate No. 18-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Adjustments
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	\$ -	\$ (250.00)
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	\$ -	\$ (250.00)
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	\$ -	\$ (1,000.00)
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	\$ -	19.00	\$ 3,800.00	19.00	\$ 3,800.00	\$ 1,800.00
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	\$ -	\$ (3,000.00)
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	\$ -	\$ (1,000.00)
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	\$ -	\$ (1,200.00)
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	\$ -	\$ (350.00)
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	\$ -	\$ (2,000.00)
Unit B: Supplemental Bid Items - Subtotal					\$ 442,650.00		\$ -		\$ 428,400.00		\$ 428,400.00	
Total Contract Amount:					\$ 1,757,150.00							

Harris County MUD No. 109
 Water Plant No. 2 Expansion
 BGE Job No. 7440-00
 Pay Estimate No. 18-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Adjustments
Change Order No. 1												
<u>ADD:</u>												
	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	0.02	\$ 3,500.00	0.98	\$ 171,500.00	1.00	\$ 175,000.00	\$ -
	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	\$ -
<u>DELETE:</u>												
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	\$ -	\$ 21,800.00
	Change Order No. 1 - Subtotal				\$ 156,200.00		\$ 3,500.00		\$ 174,500.00		\$ 178,000.00	
Change Order No. 2												
<u>ADD:</u>												
	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	

Harris County MUD No. 109
 Water Plant No. 2 Expansion
 BGE Job No. 7440-00
 Pay Estimate No. 18-Final

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total	Adjustments
Change Order No. 3												
<u>ADD:</u>												
	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	\$ -
	Change Order No. 3 - Subtotal				\$ 2,200.00		\$ -		\$ 2,200.00		\$ 2,200.00	
Change Order No. 4												
<u>ADD:</u>												
	Relocation of proposed service structure	1.00	LS	\$ 5,900.00	\$ 5,900.00	0.00	\$ -	1.00	\$ 5,900.00	1.00	\$ 5,900.00	\$ -
	Change Order No. 4 - Subtotal				\$ 5,900.00		\$ -		\$ 5,900.00		\$ 5,900.00	
Change Order No. 5												
<u>ADD:</u>												
	Electrical Materials Cost Increase	1.00	LS	\$ 16,097.60	\$ 16,097.60	0.00	\$ -	1.00	\$ 16,097.60	1.00	\$ 16,097.60	\$ -
	Change Order No. 5 - Subtotal				\$ 16,097.60		\$ -		\$ 16,097.60		\$ 16,097.60	
	Totals:				\$ 1,975,671.79		\$ 9,100.00		\$ 1,952,321.79		\$ 1,961,421.79	\$ (14,250.00)

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT AND BILLS PAID

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James E. Schier
the President

of **Schier Construction Company, Inc.** ("CONTRACTOR"), party to that certain Contract entered into on the 26th day of April, 2021, between **Harris County Municipal Utility District No. 109** and CONTRACTOR for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

"Construction of Water Plant No. 2 Expansion for Harris County MUD No. 109, Harris County, Texas."

Said party being by me duly sworn states upon oath that the said improvements (and the labor and materials supplied in connection therewith) have been erected and completed in a good and workmanlike manner and in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

CONTRACTOR further states that he has paid in full all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or claims for labor performed or materials furnished upon said job.

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

THIS AFFIDAVIT IS BEING MADE BY THE UNDERSIGNED REALIZING THAT IT IS IN RELIANCE UPON THE TRUTHFULNESS OF THE STATEMENTS CONTAINED HEREIN THAT FINAL AND FULL SETTLEMENT OF THE BALANCE DUE ON SAID CONTRACT IS BEING MADE, AND IN CONSIDERATION OF THE DISBURSEMENT OF FUNDS BY OWNER, DEPONENT EXPRESSLY WAIVES AND RELEASES LIENS, CLAIMS, AND RIGHTS TO ASSERT A LIEN ON SAID PREMISES AND 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 MATERIAL USED OR ASSOCIATED WITH CONSTRUCTION OF IMPROVEMENTS ON THE ABOVE-DESCRIBED PREMISES.

SCHIER CONSTRUCTION COMPANY, INC.

By: James F. Schier

STATE OF TEXAS §

COUNTY OF Harris §

Subscribed and sworn to before me, the undersigned authority, on this the 30th day of November, 2022, to certify which, witness my hand and seal of office.



Notary Public, State of Texas

Notary's Name Printed: Janice McArthur

Janice McArthur

My commission expires: 10/12/2026

**CONSENT OF SURETY
TO FINAL PAYMENT**

ALA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 58S210145

TO OWNER:

(Name and address)

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

(Name and address)

Water Plant No. 2 Expansion

CONTRACT DATED:

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

, SURETY,

on bond of

(Insert name and address of Contractor)

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

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 2, 2022
(Insert in writing the month followed by the numeric date and year.)

Liberty Mutual Insurance Company

(Surety)

By:

(Signature of authorized representative)

Sandra Villegas

Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):

Denise Raker
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

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
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 2nd day of December, 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.

Bond No. 58S210145

MAINTENANCE BOND

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT **Schier Construction Company, Inc.** of the City of Houston, County of Harris, and State of Texas, as Principal, and Liberty Mutual Insurance Company authorized under the Laws of the State of Texas to act as surety on bonds for principals, as Surety, are held and firmly bound unto **Harris County Municipal Utility District No. 109** (Owner) Harris County, Texas, in the amount equal to **one hundred percent (100%)** of the total contract price, in the penal sum of **One Million Seven Hundred Fifty Seven Thousand One Hundred Fifty Dollars and zero cents (\$1,757,150.00)** for the payment whereof, the said Principal and Surety bind themselves, and their officers, directors, successors and assigns, jointly and severally, pursuant to the following:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 26 day of April, 2021, for construction of:

**Water Plant No. 2 Expansion
Harris County, Texas**

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

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

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

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

terms of the contract, or the work to be performed thereunder, or the plans, specifications or drawings accompanying same.

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

(seal)

Schier Construction Company, Inc.
(PRINCIPAL)

WITNESS: *Antonia McArthur*

BY: *James E. Schier*
James E. Schier, President

Liberty Mutual Insurance Company
(SURETY)

WITNESS: *Denise Raker*
Denise Raker, Witness

BY: *Sandra Villegas*
Sandra Villegas, Attorney-in-Fact

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Subscribed and sworn to before me, the undersigned authority, on this 29 day of MARCH, 2021.



Sharon Hancock
Notary Public in and for HARRIS County



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

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

Certificate No: 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

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
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 26 day of April, 2021.



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

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

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



TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR
POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION FOR WATER DISTRICT PROJECT

Name of District: Harris County Municipal Utility District No. 109

Amount of Bond Issue: Future Bond

Address of District: c/o Norton Rose Fulbright US LLP
Fulbright Tower
1301 McKinney, Suite 5100
Houston, Texas 77010

Attention: Ms. Brenda Presser

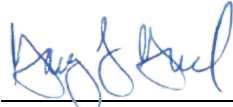
Owner of Facilities if Other than District: N/A

Contract Identification, Kind of Facilities: Water Plant No. 2 Expansion

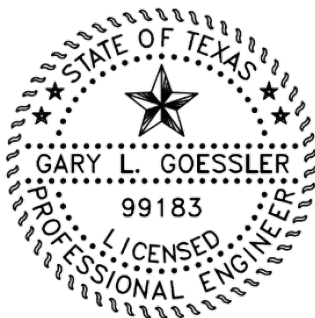
Name and Address of Contractor: Schier Construction Company, Inc.; 14250 Schroeder Road; Houston, Texas 77070

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

I certify this Project was completed on or about December 12, 2022 that the Project was under periodic observation; that all observation of the work was under the supervision of Mr. Gary L. Goessler, Licensed Professional Engineer; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.


12/12/22
Gary L. Goessler, PE

BGE, Inc.
TBPE Registration No. F-1046



WWWMS, INC.
HARRIS COUNTY MUD # 109
OPERATIONS REPORT
Tuesday, December 20, 2022

BILLING AND COLLECTION RECAP:

DEPOSITED IN YOUR ACCOUNT LAST MONTH:

Period Ending:		Nov-22
Deposit:	\$	2,925.00
Penalty:	\$	3,902.97
Water:	\$	51,984.41
Sewer:	\$	49,586.74
Inspection:	\$	721.00
Voluntary Fire & EMS:	\$	-
Misc:	\$	7,536.38
NHCRWA:	\$	98,325.82
Reconnect:	\$	-
NSF Fee:	\$	173.00
Total Collections:	\$	215,155.32

CURRENT BILLING:

Period Ending:		Dec-22
Deposit:	\$	-
Penalty:	\$	5,106.12
Water:	\$	67,013.49
Sewer:	\$	62,550.05
Inspection:	\$	801.00
Voluntary Fire & EMS:	\$	-
Misc:	\$	3,590.00
NHCRWA:	\$	110,811.14
Total Billing:	\$	249,871.80

CUSTOMER AGED RECEIVABLES:

30 Day	22%	\$	56,184.29
60 Day	6%	\$	15,478.71
90 Day	1%	\$	1,985.60
120 Day	6%	\$	14,701.38
Overpayments		\$	(8,327.90)
Total Receivables:		\$	80,022.08

HGCS D PERIOD: 10/1/22 THRU 10/31/22

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

MONTHLY TOTAL

Gallons Authorized:	450.000	MG
Current Month Produced:	23.051	MG
Cum. Gallons Produced:	191.225	MG
Auth. Gallons Remaining:	258.775	MG
Avg. Gallons Per Month:	31.871	MG
Permit Months Remaining:	6	

WATER PLANT OPERATIONS:

Period: 10/1/2022 thru 10/31/2022

MONTHLY TOTAL

Production:	23.051	MG
Amount Purchased:	0.000	MG
Total Amount:	23.051	MG
Consumption: (Billed)	25.473	MG
46 I/C & Main breaks	0.000	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	26.273	MG
Daily Average Production:	1.404	MG
Percent Accounted For:	113.97%	

NEW METER INSTALLATIONS:

Residential:	0
Commercial:	0
Total:	0

CONNECTION COUNT:

Residential:	2974
Commercial:	117
Clubs/Schools:	1
Irrigation:	19
Vacant:	52
Builders:	22
Vacation:	0
No Bill:	6
	<hr/>
	3191
New Finals and Transfers	-36
	<hr/>
	3155

ACCOUNTS SENT TO COLLECTIONS:

Total of (0)

HARRIS COUNTY MUD #109

ACTIVITY REPORT

December 20, 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 November 2022
- D.) Billing / Recap Summary Report

Item 2: Accountability

- A.) Recommend to test well pump meter for accuracy.

Item 3: Water Plant 2

- A.) Run new water line to chlorinator from new booster pump header line.
Bore under driveway for new conduit line for polyphosphate line.

Item 4: HC MUD 46

- A.) Interconnect invoice attached with backup.
See attached copy.

Item 5: Lift Station #1 11-26-2022

- A.) Lift pump 2 breaks tripped immediately, pump was pulled to be rebuilt, due to defective pump seals.

Item 6: The Public Utility Commission of Texas (the "PUC") has published water or

- A.) 16 TAC § 24.173 and § 24.364 (the "Rules") governing the implementation of certain parts of Senate Bill 3 (the "Act"). The Rules regulate how a district that furnishes retail sewer utility service must respond to an extreme weather emergency ("EWE").

Item 7: Two contractors installing communication lines

StormTek Tele Communication 936-439-4387 used water from fire hydrant.

American Utilities: 832-554-7823

Office # - 832-202-3788

Field guy # - 832-823-1432

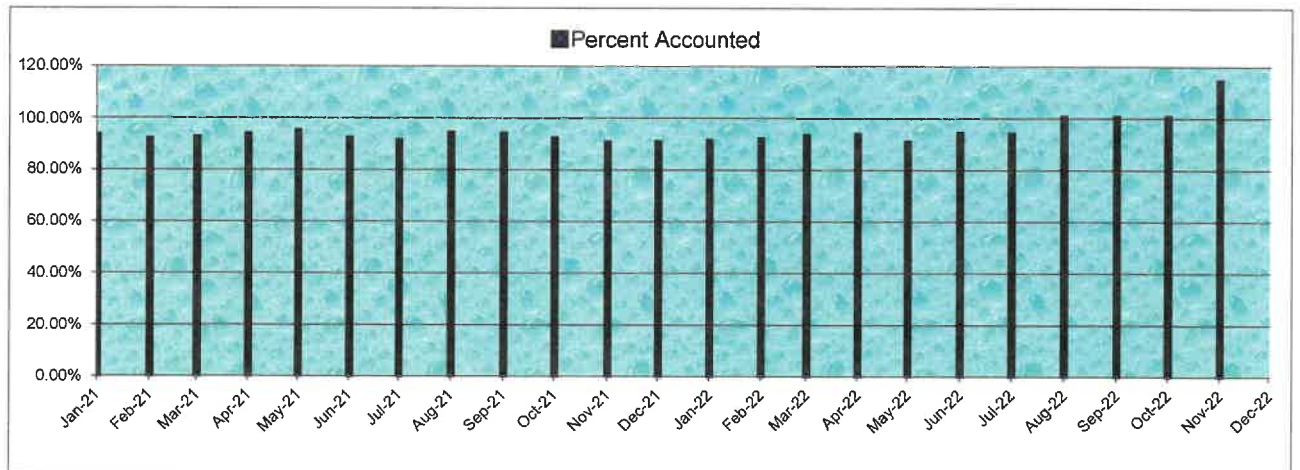
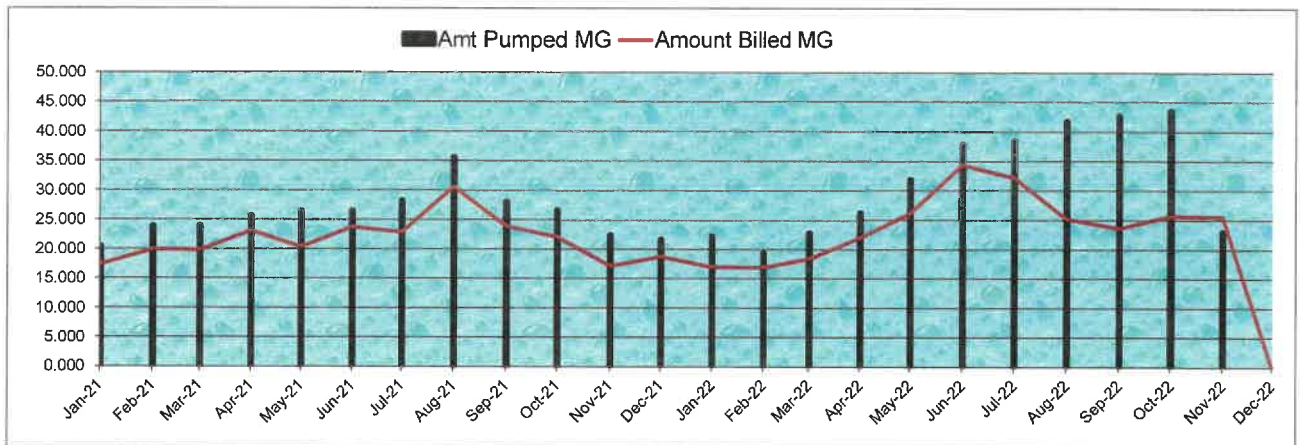
Item 8: Cut off Report / Status on Arrears Account

HARRIS COUNTY MUD #109

WATER PRODUCTION REPORT

December 20, 2022

Month /Year	Amt Pumped				Amount HC 151	Total Amount	Percent Accounted
	MG	Amt Billed MG	Maint.	MG			
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	41.787	25.172	1.500	16.075	0.800	25.172	100.00%
Sep-22	42.716	23.564	1.500	17.652	0.800	23.564	100.00%
Oct-22	43.532	25.661	1.500	17.071	0.800	25.661	100.00%
Nov-22	23.051	25.473	0.000	0.000	0.800	26.273	113.97%
Dec-22							
Total	659.479	526.326	32.350	50.798	18.350	570.123	2166.18%
Average	28.673	22.884	1.407	2.209	0.798	24.788	94.18%



**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
November 01-30, 2022	\$4.60 groundwater \$5.05 surface water	January 18, 2023

Gallons of Groundwater Pumped for Billing Period

	Start Meter Reading	End Meter Reading	Total
Well #2083	303,201 x1000	314,786 x1000	11,585,000
Well #4448	374,785 x1000	386,288 x1000	11,503,000
Adjustment			0

Water imported from outside NHCRWA

Imported water	Source:		
Meter reading:	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	23,088,000
2	Divide by 1000	23,088
3	Total groundwater fee due (multiply line 2 x \$4.60)	\$106,204.80
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	Deduct Chloramination System Credit or other asset credit, if applicable	(\$0.00)
11	Other Credits:	(\$0.00)
12	Total due	\$93,943.55

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: December 08, 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 MUD 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
COLLECTIONS:												
WATER PAYMENTS	\$ 49,007.62	\$ 49,294.08	\$ 46,437.54	\$ 46,740.82	\$ 58,433.16	\$ 54,105.50	\$ 65,175.39	\$ 64,235.87	\$ 54,999.06	\$ 60,487.53	\$ 51,984.41	\$ 602,900.78
SEWER PAYMENTS	\$ 50,115.21	\$ 50,019.30	\$ 47,771.92	\$ 47,459.65	\$ 53,496.59	\$ 51,173.69	\$ 52,546.75	\$ 53,775.78	\$ 49,668.93	\$ 53,061.88	\$ 49,586.74	\$ 558,698.44
PENALTY PAYMENTS	\$ 4,041.43	\$ 3,885.51	\$ 3,926.82	\$ 3,401.56	\$ 4,669.20	\$ 4,348.36	\$ 3,972.24	\$ 5,160.84	\$ 4,871.60	\$ 4,662.31	\$ 3,902.97	\$ 46,842.84
CHCRWA	\$ 77,347.62	\$ 71,655.03	\$ 67,462.03	\$ 68,508.81	\$ 92,804.29	\$ 100,572.15	\$ 134,522.38	\$ 134,111.11	\$ 103,529.25	\$ 101,843.98	\$ 98,325.82	\$ 1,050,472.47
RECONNECT FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS	\$ 5,738.95	\$ 5,364.05	\$ 6,910.78	\$ 5,470.82	\$ 5,287.13	\$ 6,645.97	\$ 7,389.16	\$ 5,913.04	\$ 6,003.93	\$ 5,134.39	\$ 7,536.38	\$ 67,394.60
DEPOSIT	\$ 4,900.00	\$ 4,350.00	\$ 9,600.00	\$ 4,450.00	\$ 5,575.00	\$ 5,750.00	\$ 6,475.00	\$ 4,725.00	\$ 4,150.00	\$ 4,075.00	\$ 2,925.00	\$ 56,975.00
NSF FEES	\$ -	\$ 65.93	\$ 74.07	\$ 140.00	\$ 70.00	\$ 70.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 173.00	\$ 733.00
INSPECTION FEES	\$ 601.00	\$ 721.00	\$ 801.00	\$ 441.00	\$ 873.84	\$ 677.66	\$ 1,124.60	\$ 567.90	\$ 609.69	\$ 832.31	\$ 721.00	\$ 7,971.00
TOTAL DEPOSIT	\$ 191,751.83	\$ 185,354.90	\$ 189,974.16	\$ 178,612.46	\$ 221,005.21	\$ 223,343.33	\$ 271,242.52	\$ 268,524.54	\$ 223,867.46	\$ 230,152.40	\$ 215,155.32	\$ 2,391,988.13
ARREARS BREAKDOWN												
30 DAYS	\$ 45,359.97	\$ 40,650.32	\$ 42,465.53	\$ 55,537.29	\$ 41,576.65	\$ 48,911.20	\$ 55,854.83	\$ 51,038.02	\$ 53,376.39	\$ 48,065.95	\$ 56,184.29	\$ 539,020.44
60 DAYS	\$ 10,565.82	\$ 12,317.93	\$ 10,916.85	\$ 11,835.69	\$ 13,996.86	\$ 11,984.10	\$ 12,954.75	\$ 15,565.03	\$ 15,378.97	\$ 14,724.98	\$ 15,478.71	\$ 145,719.69
90 DAYS	\$ 5,453.57	\$ 1,827.72	\$ 2,068.29	\$ 985.16	\$ 1,373.50	\$ 1,911.98	\$ 1,345.41	\$ 1,261.37	\$ 1,186.39	\$ 2,748.76	\$ 1,985.60	\$ 22,147.75
120 DAYS	\$ 7,651.90	\$ 11,330.60	\$ 11,455.58	\$ 11,998.45	\$ 11,615.91	\$ 9,873.55	\$ 10,527.55	\$ 11,219.67	\$ 11,696.82	\$ 12,475.94	\$ 14,701.38	\$ 124,567.35
OVER PAYMENTS	\$ (9,165.83)	\$ (9,703.34)	\$ (10,531.94)	\$ (11,951.48)	\$ (14,667.09)	\$ (13,217.14)	\$ (10,673.18)	\$ (9,168.47)	\$ (9,014.31)	\$ (13,537.48)	\$ (8,327.90)	\$ (119,958.16)
TOTAL ARREARS	\$ 59,865.43	\$ 56,423.23	\$ 56,374.31	\$ 68,405.11	\$ 53,895.83	\$ 59,463.69	\$ 70,009.36	\$ 69,915.62	\$ 72,624.26	\$ 64,478.15	\$ 80,022.08	\$ 711,477.07

INVOICE

HARRIS COUNTY MUD # 109

HARRIS COUNTY MUD # 109

PO Box 680529

Houston, Texas 77268-0529

Office: 281-895-8547

Fax: 281-895-9147

Invoice No : 12922

Date : 12/9/2022

HARRIS COUNTY MUD 46

L&S DISTRICT SERVICES, LLC

P.O. BOX 170, TOMBALL TEXAS 77377

INTERCONNECT INVOICE WATER SOLD TO HARRIS COUNTY MUD # 46

OPEN/CLOSE DATES	WATER USAGE	CURRENT RATE PER I/C AGREEMENT	COST
8//22/2022 OPEN	40,000,000 MG	\$1.00 / 1,000 GALLONS	\$40,000.00
8/22/2022 OPEN	NWHCRWA PUMPAGE FEE 40,000,000 MG	\$4.60 / 1000 GALLONS	\$184,000.00

INTERCONNECT CLOSED ON OCTOBER 25-2022

TOTAL MILLION GALLONS: 40,000,000 MG

TOTAL AMOUNT DUE : \$224,000.00

Please remit check payable to: HARRIS COUNTY MUD 109

PO Box 680529

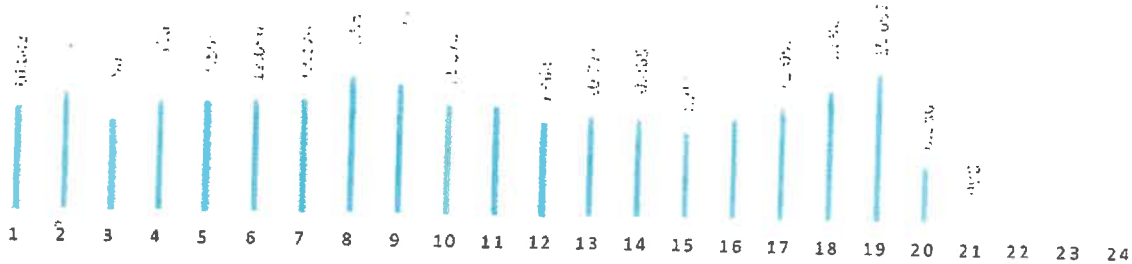
Houston, Texas 77268-0529

HARRIS COUNTY MUD No. 46

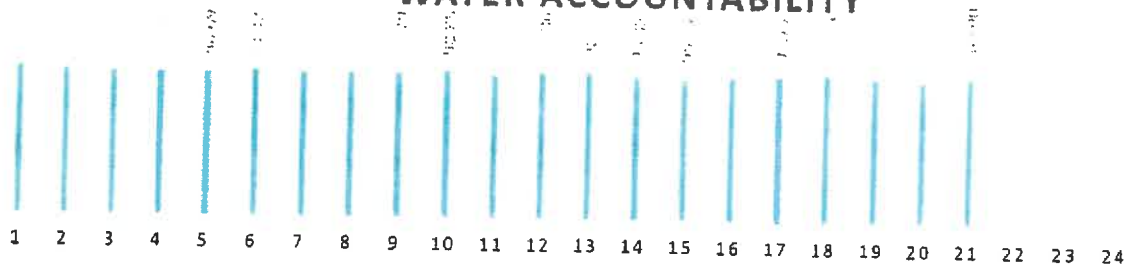
Water Production and Accountability Report

Month Year	Produced (MG)	Purchased (MG)	Sold (MG)	Accounted (MG)	Total (MG)	Billed (MG)	Accountability (%)	4 Month Average
Jan-21	10.842	0.000	0.000	0.120	10.842	10.840	99.98	97.40
Feb-21	12.463	0.000	0.000	0.120	12.463	12.302	98.71	97.85
Mar-21	9.596	0.000	0.000	0.120	9.596	9.415	98.11	98.37
Apr-21	11.836	0.000	0.000	0.270	11.836	11.433	96.60	98.35
May-21	11.599	0.000	0.000	0.370	11.599	11.215	96.69	97.53
Jun-21	12.050	0.000	0.000	0.370	12.050	11.911	98.85	97.56
Jul-21	12.176	0.000	0.000	0.370	12.176	11.953	98.17	97.57
Aug-21	14.552	0.000	0.000	0.770	14.552	14.272	98.08	97.95
Sep-21	13.896	0.000	0.000	0.500	13.896	13.589	97.79	97.95
Oct-21	11.678	0.000	0.000	0.325	11.678	11.547	98.88	98.22
Nov-21	11.542	0.000	0.000	0.750	11.542	11.167	96.75	98.23
Dec-21	9.964	0.000	0.000	0.150	9.964	9.850	98.86	97.87
Jan-22	10.773	0.000	0.000	0.300	10.773	10.653	98.89	98.34
Feb-22	10.465	0.000	0.000	0.100	10.465	10.086	96.38	97.72
Mar-22	9.258	0.000	0.000	0.350	9.258	8.882	95.94	97.51
Apr-22	10.800	0.000	0.000	0.150	10.800	10.629	98.42	97.40
May-22	12.052	0.000	0.000	0.325	12.052	11.779	97.73	97.12
Jun-22	13.896	0.000	0.000	0.370	13.896	13.860	99.74	97.96
Jul-22	15.697	0.000	0.000	0.550	15.697	15.504	98.77	98.67
Aug-22	6.236	7.766	0.000	0.533	14.002	13.469	96.19	98.11
Sep-22	0.000	11.500	0.000	0.100	11.400	11.400	100.00	98.68

WATER PRODUCTION



WATER ACCOUNTABILITY



CERTIFICATE FOR
ORDER AMENDING CONSOLIDATED RATE ORDER

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

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

1. The Board convened in regular session, open to the public, at the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, at 5:30 p.m. on December 20, 2022, 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 _____, 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: _____ NOES: _____

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

SIGNED AND SEALED _____.

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 109

President, Board of Directors

ATTEST

Secretary, Board of Directors

(DISTRICT SEAL)

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.

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

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

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

VII. RULES AND REGULATIONS.

A. Rules and Regulations Governing Waterworks and Sanitary Sewer System. The Board hereby adopts the Rules and Regulations governing Waterworks and Sanitary Sewer

System, which are described in Exhibit “E” attached hereto and incorporated herein for all purposes.

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

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

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

VIII. REIMBURSEMENT OF NON-SCHEDULED COSTS.

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

IX. GENERAL POLICIES.

A. Definitions.

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

2. “*Commercial Connection*” shall mean any user of the District’s water and sewer system that is not a Residential Connection including, but not limited to, commercial establishments, churches, and schools; provided, however, that for purposes of Section IV.A. of this Rate Order, Humble ISD schools shall not be treated as commercial connections.

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

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

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

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

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

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

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

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

J. Implementation of Order. This Order clarifies the Board's previous order and takes effect immediately. The President and Vice President of the Board of Directors of the District, or either of them, and the Secretary or Assistant Secretary of the Board, or either of them, are authorized to evidence adoption of this Order on behalf of the Board and to do all things proper and necessary to carry out the intent hereof.

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HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 109

Mail to: _____

APPLICATION FOR SANITARY SEWER SERVICE
(Please print or type)

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

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

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

Date: _____ Requested by: _____
(Signature)

Date Applicant requests service initiated: _____

Address to which Bills are to be mailed: _____

MAIL REFUND TO: _____
(Name) (Address)

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

FOR DISTRICT USE ONLY

Date Application Received: _____

Date Construction Authorized: _____

Connection Information:

WYE Location _____

Stack Location _____

Manhole Location _____

Date Sanitary Sewer Tap Made: _____

Date of Inspection: 1st _____ 2nd _____ 3rd _____

Date Permit Granted: _____

Certified as properly made by _____
(District Operator)

Sample Backflow Prevention Assembly Test and Maintenance Report

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the District for recordkeeping purposes:

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Name of PWS: _____
 PWS I.D. #: _____
 Location of Service: _____

The backflow prevention assembly detailed below has been tested and maintained as required by Commission regulations and is certified to be operating within acceptable parameters.

TYPE OF ASSEMBLY

Reduced Pressure Principle
 Double Check Valve
 Pressure Vacuum Breaker
 Atmosphere Vacuum Breaker

Manufacturer _____ Size _____
 Model Number _____ Located at _____
 Serial Number _____

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at _____ psid	_____ psid
Initial Test	DC-Closed Tight <input type="checkbox"/> RP _____ psid Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at _____ psid	Did not Open <input type="checkbox"/>	Leaked <input type="checkbox"/>
Repairs and Materials Used					
Test After Repair	DC-Closed Tight <input type="checkbox"/> RP _____ psid	Closed Tight <input type="checkbox"/>	Opened at _____ psid	Opened at _____ psid	_____ psid

The above is certified to be true.

Firm Name: _____ Certified Tester: _____
 Firm Address: _____ Cert. Tester No.: _____
 Date: _____
 Test Gauge Serial No.: _____

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.