

MINUTES OF BOARD OF DIRECTORS MEETING  
MAY 17, 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, and via teleconference, on May 17, 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. Also attending all or parts of the meeting were Mr. James Shank of Halff Associates, Inc.; Mr. Cory Burton of Municipal Accounts & Consulting, LP (“MAC”), bookkeeper for the District; Corporal Jeff Shipley of Harris County Precinct 4 Constable’s Office; Mr. Bill Kotlan of BGE, Inc. (“BGE”), engineer for the District; Mr. Clint Gehrke of Water Waste Water Management Services, Inc. (“WWWMS”), operator for the District; and Mr. Dimitri Millas, Ms. Leslie Bacon and Ms. Jane Maher of Norton Rose Fulbright US LLP (“NRF”), attorneys for the District.

Attending the meeting via teleconference: Mr. Tim Spencer of Ad Valorem Appraisals, tax assessor and collector 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. **Board finding of existence of emergency or public necessity making the convening at one location of a quorum of the governmental body difficult or impossible and permitting a meeting by telephone pursuant to Section 551.125 of the Texas Open Meetings Act.** Upon motion by Director Sulpizio, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to find the existence of an emergency or public necessity making the convening at one location of a quorum of the governmental body difficult or impossible and permitting a meeting by telephone pursuant to Section 551.125 of the Texas Open Meetings Act due to COVID-19.

2. **Public Comments.** There were no public comments.

3. **Qualify Directors and Election of Officers.** Mr. Millas reported that Directors Moore, Sulpizio and Frank were unopposed candidates for the 2022 Directors Election. Directors Moore, Sulpizio and Frank executed their Oaths of Office and Statements of Officer. Mr. Millas requested that the Board accept these documents electing Directors Moore, Sulpizio and Frank to new terms. Discussion ensued regarding election of officers and there were no nominations presented.

Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to accept the Oaths of Office and Statements of Officers for Directors Moore, Sulpizio and Frank and to retain the officers in their current positions.

4. **Minutes.** The Board considered the proposed minutes of meeting held on April 19, 2022, and April 27, 2022, previously distributed to the Board. Upon motion by Director Moore, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the meeting held on April 19, 2022, and April 27, 2022 as presented.

5. **Engage auditor for fiscal year ending May 31, 2022.** Mr. Millas reviewed the auditor engagement continuance letter from McCall Gibson Swedlund and Barfoot PLLC (“McCall”), a copy of which is attached hereto as *Exhibit B*. He stated that the District has an evergreen agreement with McCall and that the estimated fees for the audit for the fiscal year ending May 31, 2022 are between \$16,000 and \$18,000.

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 auditor engagement continuance letter with McCall.

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

Upon motion by Director Moore, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Tax Assessor and Collector’s Report and to authorize payment of check numbers 2214 through 2220, from the Tax Account to the persons, in the amounts, and for the purposes listed therein.

7. **Review Bookkeeper’s Report, and authorize payment of certain bills, and approve quarterly investment report.** President Parker recognized Mr. Burton, who presented to and reviewed with the Board the Bookkeeper’s Report, a copy of which is attached hereto as *Exhibit D*. He informed the Board that due to rapidly rising interest rates, MAC will roll the funds from maturing Certificates of Deposits (“CDs”) into the money market account and that the District will revisit purchasing CDs at a later time.

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

8. **Consider Second Amended and Restated Agreement for Bookkeeping Services.** Mr. Burton presented to and reviewed with the Board the Second Amended and Restated Agreement for Bookkeeping Services (the “Agreement”), a copy of which is attached hereto as *Exhibit E*. He informed the Board that MAC is transitioning to hourly fees instead of base fees. Discussion ensued. Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Agreement.

9. **Adopt budget for fiscal year ending May 31, 2023.** Mr. Burton reviewed with the Board the budget for the fiscal year ending May 31, 2023, a copy of which is attached to the Bookkeeper's Report. Discussion ensued. 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 adopt the budget for the fiscal year ending May 31, 2023.

10. **Discuss possible annexation and provision of services to new development.** President Parker recognized Mr. Kotlan, who discussed a property that is partly within the city of Houston that is potentially looking to be annexed by the District. Mr. Shanks stated that he is interested in deannexing the property from the City of Houston and annexing into Harris County and the District. Mr. Kotlan stated that a feasibility study would need to be conducted. Discussion ensued. Mr. Shanks stated that the City of Houston requires a letter of intent before they will deannex the property.

11. **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 F*.

Mr. Kotlan reported on the utility relocations related to the FM 1960 widening and stated that the contractor, Angel Brothers is working on the sewer force main and that no action is required.

Mr. Kotlan reported that for the Water Plant No. 2 Expansion, and presented Pay Estimate No. 11 in the amount of \$298,674.00 for approval. He stated that the work includes work on electrical gear and yard piping.

Mr. Kotlan reported on the Barents Drive Lift Station. He stated that the plans have been conditionally approved by Harris County and are at the City of Houston for review.

Mr. Kotlan reported on the Lee Water Line Extension, and presented Pay Estimate No. 1 in the amount of \$47,868.30 for approval. He stated that the pay estimate includes payment for all work less retainage.

Mr. Kotlan reported on the Wastewater Treatment Plant and stated that bids will be received for new sluice gates today. He noted that the permit renewal application is ready for submittal.

Upon motion by Director Frank, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to accept the Engineer's Report, approve Pay Estimate No. 11 to Schier Construction Company, Inc. in the amount of \$298,674.00, approve Pay Estimate No. 1 in the amount of \$47,868.30 to Underground Construction Solutions, LLC, and authorize BGE to submit TPDES Permit Renewal application.

12. **Security Report.** Corporal Shipley reviewed the Security Report for the month of April 2022, a copy of which is attached hereto as *Exhibit G*. 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 Security Report.

13. **Review Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order and approve Consumer Confidence Report.** President Parker recognized Mr. Gehrke, who presented the Operations

Report dated May 17, 2022 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit H*. Mr. Gehrke reported that 93.26% of the water pumped was billed for the period April 1, 2021 through April 30, 2022.

Mr. Gehrke reported on various maintenance items.

Mr. Gehrke stated that WWWMS is working on the Consumer Confidence Report (“CCR”) and that the draft will be submitted to NRF for review.

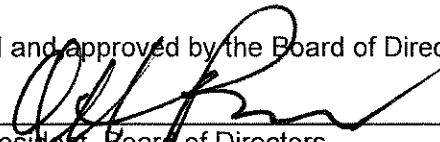
Upon motion by Director Moore, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Operations Report, to approve termination of the delinquent accounts in accordance with the terms of the District’s Rate Order and the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

14. **Discuss meeting format and meeting locations, and such other matters as may properly come before it.** There was no discussion.

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 June 21, 2022.

  
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President, Board of Directors

ATTEST:

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

## HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

### NOTICE

In accordance with Chapter 551, Texas Government Code, 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 the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, and by teleconference at 5:30 p.m. on Tuesday, May 17, 2022. Directors, consultants, and the general public may participate in the meeting by attending the meeting at the location listed or dialing the following number: 1-469-965-2490, Meeting Id: 957 689 093#. At such meeting, the Board will consider and act on the following matters:

1. Board finding of existence of emergency or public necessity making the convening at one location of a quorum of the governmental body difficult or impossible and permitting a meeting by telephone pursuant to Section 551.125 of the Texas Open Meetings Act;
2. Public comments;
3. Qualify Directors and Election of Officers;
4. Approve minutes of the meetings held on April 19, 2022, and April 27, 2022;
5. Report by Harris County Precinct Four Constable and take any necessary action;
6. Engage auditor for fiscal year ending May 31, 2022;
7. Review Tax Collector's Report and authorize payment of certain bills;
8. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
9. Consider Second Amended and Restated Agreement for Bookkeeping Services;
10. Adopt budget for fiscal year ending May 31, 2023;
11. Discuss possible annexation and provision of services to new development;
12. Review Engineer's Report, including approval of pay estimates, authorization of change orders to pending construction contracts, proposal for construction materials testing and authorize capacity commitments;
13. Approve Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order and approve Consumer Confidence Report;
  - a. Consider payment methods and take any necessary action;
14. Discuss meeting format and meeting locations, and such other matters as may properly come before it.



Nathan Reese Fulbright US LLP  
Attorney for District

If, during the course of the meeting covered by this Notice, the Board should determine that a closed or executive session of the Board should be held or is required in relation to any agenda item included in this Notice, then such closed or executive meeting or session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Notice concerning any and all subjects for any and all purposes permitted by Sections 551.071-551.084 of the Texas Government Code and the Texas Open Meetings Act, including, but not limited to, Section 551.071 - for the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Exhibit A

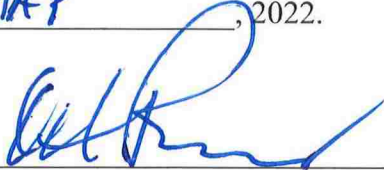
Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's paralegal at (713) 651-5589 at least three business days prior to the meeting so that appropriate arrangements can be made.

CERTIFICATE OF POSTING NOTICE  
OF MEETING OF BOARD OF DIRECTORS

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

I hereby certify that at on MAY 13, 2022, I posted the Notice of Meeting of the Board of Directors of the Atascocita Joint Operations Board, a true copy of which is attached hereto, at a place convenient to the public at HCMUD No. 109 Lift Station No. 1 at 19419 Timber Forest Drive, Humble, Texas, within said political subdivision, as required by law.

EXECUTED this 13<sup>th</sup> day of MAY, 2022.



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## **Maher, Jane**

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**From:** Russell Lambert <russ@texasnetwork.com>  
**Sent:** Wednesday, May 11, 2022 8:38 PM  
**To:** Maher, Jane  
**Cc:** The Texas Network  
**Subject:** RE: 109 & AJOB Postings

Posted

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

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**From:** Maher, Jane <jane.maher@nortonrosefulbright.com>  
**Sent:** Wednesday, May 11, 2022 8:13 PM  
**To:** Russell Lambert <russ@texasnetwork.com>  
**Cc:** The Texas Network <support@texasnetwork.com>  
**Subject:** RE: 109 & AJOB 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

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[nortonrosefulbright.com](http://nortonrosefulbright.com)

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**From:** Maher, Jane  
**Sent:** Thursday, April 14, 2022 9:53 AM  
**To:** Russell Lambert <[russ@texasnetwork.com](mailto:russ@texasnetwork.com)>  
**Cc:** Texas Network <[support@texasnetwork.com](mailto:support@texasnetwork.com)>  
**Subject:** RE: 109 & AJOB 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  
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Tel +1 713 651 5589 | Fax +1 713 651 5246  
jane.maher@nortonrosefulbright.com

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**From:** Maher, Jane  
**Sent:** Wednesday, March 9, 2022 7:41 PM  
**To:** Russell Lambert <[russ@texasnetwork.com](mailto:russ@texasnetwork.com)>  
**Cc:** Texas Network <[support@texasnetwork.com](mailto:support@texasnetwork.com)>  
**Subject:** 109 & AJOB 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  
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[jane.maher@nortonrosefulbright.com](mailto:jane.maher@nortonrosefulbright.com)

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# McCALL GIBSON SWEDLUND BARFOOT PLLC

*Certified Public Accountants*

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

May 17, 2022

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

We previously provided you with an evergreen audit engagement letter dated May 16, 2017. This letter serves as a reminder of the terms of the evergreen audit engagement letter including audit scope and objectives, an overview of the audit procedures to be performed, management's responsibilities, auditor's responsibilities and any other services we may perform as part of the annual audit or developer reimbursement engagements.

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended May 31, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis, and
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance –  
Budget and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. The document we submit to you will include various supplementary schedules as required by the Texas Commission on Environmental Quality (the "Commission") as published in the *Water District Financial Management Guide*. This supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States

### **Audit Scope and Objectives (Continued)**

of America and we will provide an opinion on it in relation to the financial statements as a whole except for that portion marked “unaudited”, on which we will express no opinion.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles (GAAP); and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing procedures (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor’s Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified capital assets and long-term debt as audit areas with significant risks of material misstatement as part of our audit planning. We will address the areas of higher assessed risks of material misstatement by performing detailed testing of transactions related to the purchase or acquisition of infrastructure and the issuance and retirement of long-term debt.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We will also prepare the financial statements and the appropriate capital asset schedules including calculation of depreciation on the capital assets in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties

**Responsibilities of Management for the Financial Statements (Continued)**

and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, consultants, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

You are responsible for the preparation of the supplementary information in conformity with the Commission's requirements. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the Commission's requirements; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the Commission's requirements; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for our preparation of the financial statements and our preparation of the capital asset schedule, including calculation of depreciation on the capital assets; oversee the services by designating the bookkeeper, who has the suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Engagement Administration, Fees and Other**

We are aware of the State statute requiring the audit to be completed within 120 days and filed with the Texas Commission on Environmental Quality within 135 days from the closing date of the audit and barring any unforeseen circumstances every effort will be made to comply with this rule. We will also comply with the Rules of Professional Conduct of the Texas State Board of Public Accountancy and retain our records for five years.

**Engagement Administration, Fees and Other (Continued)**

We expect to present a draft of the audit report within 45 days of the availability of the District's accounting records. Noel Barfoot is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report. We estimate the fees for the audit of the District's financial statements and for the other services to be provided for the year ended May 31, 2022, will range between \$16,000 and \$18,000.

The above fee is based on anticipated cooperation from your consultants and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement. The District will be obligated to compensate us for our time expended through the date of withdrawal or termination.

**Reporting**

We will issue a written report upon completion of our audit of the District's financial statements, which will also address other information required by the Commission in accordance with *AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

**AGREED-UPON PROCEDURES REIMBURSEMENT REPORT**

When requested, we will perform the procedures enumerated below, which are agreed to by the Board of Directors, on any invoices and schedules submitted by the Developer(s) for payment from District bond proceeds, bond anticipation note proceeds or any other source. These procedures will be performed solely to assist you in evaluating the reasonableness of those costs as required by the Texas Commission on Environmental Quality (the "Commission") and the report is not to be used for any other purpose. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgement that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgment are contained with this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

The procedures we will perform are as summarized below:

- A. We will review all correspondence from the Commission relative to any reimbursement request. Our review will be for the purpose of identifying those items authorized for District participation and those items the District is specifically prohibited from purchasing.
- B. We will review for completeness certain Developer schedules, supporting invoices and contract estimates in substantiation of the costs to be reimbursed. Our review will include all documentation supporting items, amounts, and proof of payment for which reimbursement is requested.
- C. We will read the development and financing agreements for particular items that might affect the reimbursement. The agreements reviewed will be referenced in our report.
- D. We will foot the extensions of any engineering invoices pertaining to the reimbursement on a test basis and compare the contract amounts used in determining the fee for the design and construction phase portions of the invoice to the related construction contracts and to the engineering contract, when appropriate.
- E. For construction pay estimates, we will foot and test extensions of any individual items on a test basis on payments made on behalf of the District.
- F. For all payments, we will compare the payment dates to copies of cancelled checks. If cancelled checks are not available, alternate procedures will be designed to support dates and amounts of payments.
- G. We will review the formulas for computation of developer interest to be reimbursed to the Developer(s) and limit interest, if appropriate, in accordance with the orders and rules of the Commission.
- H. We will inquire of District's bookkeeper regarding any current period General Fund expenditures for costs to be reimbursed to the General Fund from the Capital Projects Fund in accordance with the approval of the Commission. If necessary, we will review prior year audit work papers for items paid in the past, which can now be reimbursed.
- I. If possible, we will obtain verbal confirmation from construction contractors concerning whether or not the contract estimates to date have been paid in full and whether or not the contractor has any claims to be made against either the District or Developer on the project.
- J. A draft of our report will be provided to the District's Attorney, Engineer, Financial Advisor, Bookkeeper, and Developer(s) prior to reimbursing the Developer(s).
- K. We will prepare for submittal to the Commission our report detailing the costs payable to the Developer(s) and a schedule reflecting the results of the payment and future costs to complete as compared with the amount approved by the Commission.

The objective of this agreed-upon procedures engagement will be to assist you in evaluating the reasonableness of the aforementioned costs. Because the above agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the aforementioned reimbursable costs. In addition, we have no obligation to perform any procedures beyond those listed above.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Board of Directors of the District. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended for the information and use of the Board of Directors of the District in compliance with certain rules of the Commission and should not be used by anyone other than these specified parties. We are aware that the report is subject to distribution under provisions of the Texas Public Information Act. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the aforementioned reimbursable costs that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the aforementioned reimbursable costs, we will disclose those matters in our report.

As the engaging party, the Board of Directors agrees to the procedures performed and acknowledges that they are appropriate to meet the intended purposes of this engagement.

The Board of Directors will engage an engineer, the responsible party, to prepare and submit any bond application or surplus funds application to the Commission. The engineer is responsible for the aforementioned reimbursable costs and that they are in accordance with certain rules of the Commission; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. Together with the engineer, you are responsible for providing us with or causing to be provided (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the reimbursable costs, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons and District consultants from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you. We will also request written representations from the engineer as the responsible party who prepared and submitted the bond or surplus funds application.

Noel Barfoot is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

A portion of the cost of these procedures will be determined by the condition of the records submitted by the Developer(s) to be reimbursed. Upon determination that an agreed-upon procedures report will need to be prepared, we will provide an estimate of the cost of performing these procedures on your behalf.



## **GENERAL TERMS AND CONDITIONS**

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written documentation from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The agreement may be terminated by either party, with or without cause, upon 30 days written notice.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

### **Fossil Fuels Boycott Verification**

As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, McCall Gibson Swedlund Barfoot PLLC hereby verifies that McCall Gibson Swedlund Barfoot PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

### **Firearms Discrimination Verification**

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

### **Israel Boycott Verification**

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

**Anti-Terrorism Representation**

Pursuant to Chapter 2252, Texas Government Code, McCall Gibson Swedlund Barfoot PLLC represents and certifies that, at the time of execution of this letter neither McCall Gibson Swedlund Barfoot PLLC, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

We appreciate the confidence you have placed in our firm and we look forward to serving the District again this coming year.

Sincerely,

*McCall Gibson Swedlund Barfoot PLLC*

McCall Gibson Swedlund Barfoot PLLC  
Certified Public Accountants  
Houston, Texas

# Harris County Municipal Utility District Number 109

## Tax Collector's Report

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#### Disbursements for May 17, 2022:

#2214: Ad Valorem Appraisals Inc; Tax A/C Fee-5/2022	\$2,859.02
#2215: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee: 4/2022	559.92
#2216: 455 FM LLC; Refund 102-066-000-0017	455.06
#2217: Brian C & Letisha C McGee; Refund 122-816-003-0011	434.05
#2218: David Steven Burrows; Refund 138-348-004-0011	67.54
#2219: A Touch of Ink Tattoo Studio; Refund 2343649	1.56
#2220: Robert Orell; Refund 108-491-000-0029	<u>9.80</u>
<b>Total Disbursements for May 17, 2022</b>	<b><u>\$4,386.95</u></b>

#### Exhibit C

# Harris County Municipal Utility District Number 109

Tax Collector's Report  
 Current Period Covered: April 1, 2022 to April 30, 2022  
 Fiscal Year Beginning: June 1, 2021

<u>Cash Receipts and Disbursements</u>	<u>Current Period</u>	<u>Year to Date</u>
Cash Balance at Beginning of Period	\$269,890.13	\$316,456.89
Collections:		
2021 Tax Collections	29,624.77	3,278,466.01
2020 Tax Collections	1,863.31	116,073.76
2019 Tax Collections	0.00	8,186.13
2018 Tax Collections	-9.80	2,614.97
2017 Tax Collections	0.00	2,243.75
2016 Tax Collections	0.00	1,185.46
2015 Tax Collections	0.00	1,222.20
2014 Tax Collections	0.00	1,062.72
2013 Tax Collections	0.00	609.99
2012 Tax Collections	0.00	152.49
2006 Tax Collections	0.00	14.79
1996 Tax Collections	0.00	5.61
Penalty and Interest	2,557.26	36,444.90
Tax Attorney Fees	559.92	15,389.79
Overpayments	968.01	71,794.56
Interest Earned	<u>44.13</u>	<u>1,062.16</u>
Total Collections	35,607.60	3,536,529.29
Disbursements:		
Tax Assessor-Collector Fee	2,859.02	31,406.86
Tax Assessor-Collector Bond	250.00	250.00
Tax Attorney Fee	1,376.09	17,902.03
Data Processing Charges	0.00	4,034.20
Publication Cost	0.00	12,076.37
Appraisal District Quarterly Fee	0.00	24,068.12
Transfer to Maintenance Fund	0.00	1,345,833.33
Transfer to Debt Service Fund	0.00	2,054,166.67
Refund Overpayments	<u>919.76</u>	<u>63,155.74</u>
Total Disbursements	<u>5,404.87</u>	<u>3,552,893.32</u>
Cash Balance at End of Period	<u>\$300,092.86</u>	<u>\$300,092.86</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of April 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>
2021	\$3,389,272.30	\$3,278,466.01	\$110,806.29	96.73%
2020	3,168,383.44	3,144,890.94	23,492.50	99.26%
2019	3,084,551.02	3,064,287.61	20,263.41	99.34%
2018	2,906,820.36	2,895,601.77	11,218.59	99.61%
2017	2,895,613.63	2,886,414.13	9,199.50	99.68%
2016	2,808,690.61	2,801,679.43	7,011.18	99.75%
2015	2,573,712.76	2,568,634.64	5,078.12	99.80%
2014	2,301,769.82	2,296,812.58	4,957.24	99.78%
2013	2,097,527.32	2,093,511.90	4,015.42	99.81%
2012	2,071,519.13	2,067,935.45	3,583.68	99.83%
2011	2,121,714.06	2,118,584.76	3,129.30	99.85%
2010	2,138,895.52	2,135,737.86	3,157.66	99.85%
2009	2,160,628.25	2,157,562.99	3,065.26	99.86%
2008	2,142,045.24	2,139,697.48	2,347.76	99.89%
2007	2,084,977.70	2,082,208.47	2,769.23	99.87%
2006	2,108,720.67	2,106,761.21	1,959.46	99.91%
2005	2,197,283.24	2,195,543.57	1,739.67	99.92%
2004	2,010,295.69	2,007,622.69	2,673.00	99.87%
2003	1,863,011.08	1,860,553.26	2,457.82	99.87%
2002	1,743,166.99	1,742,780.89	386.10	99.98%
2001	1,705,006.18	1,704,772.45	233.73	99.99%
2000	1,630,288.09	1,630,151.22	136.87	99.99%
1999	1,482,019.84	1,481,978.10	41.74	100.00%
1998	1,346,040.98	1,345,882.41	158.57	99.99%
1997	1,218,889.39	1,218,854.71	34.68	100.00%
1996	1,156,053.10	1,156,021.00	32.10	100.00%
1995	1,130,565.24	1,130,545.88	19.36	100.00%
1994	1,124,058.85	1,124,058.85	0.00	100.00%
1993	1,075,288.28	1,075,288.28	0.00	100.00%
1992	1,056,792.83	1,056,792.83	0.00	100.00%
1991	1,062,453.27	1,062,453.27	0.00	100.00%
1990	918,308.87	918,308.87	0.00	100.00%
1989	894,403.45	894,403.45	0.00	100.00%
1988	856,779.83	856,779.83	0.00	100.00%
1987	853,204.06	853,204.06	0.00	100.00%
1986	857,037.29	857,037.29	0.00	100.00%
1985	793,674.23	793,674.23	0.00	100.00%
1984	760,460.05	760,460.05	0.00	100.00%
1982	<u>561,303.52</u>	<u>561,303.52</u>	<u>0.00</u>	<u>100.00%</u>
Totals	<u>\$68,351,226.18</u>	<u>\$68,127,257.94</u>	<u>\$223,968.24</u>	<u>99.67%</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of April 30, 2022

### Tax Roll Information

<u>Year</u>	<u>Taxable Value</u>	<u>Annual Change</u>	<u>Debt Tax Rate</u>	<u>Maintenance Tax Rate</u>	<u>Total Tax Rate</u>	<u>Exemptions</u>
2021	705,695,824	6.91%	0.29000	0.19000	0.48000	25,000 O/D
2020	660,079,285	2.72%	0.31500	0.16500	0.48000	25,000 O/D
2019	642,614,605	8.32%	0.32000	0.16000	0.48000	25,000 O/D
2018	593,228,582	2.44%	0.36000	0.13000	0.49000	10,000 O/D
2017	579,121,338	7.22%	0.36000	0.14000	0.50000	10,000 O/D
2016	540,136,676	9.13%	0.41000	0.11000	0.52000	10,000 O/D
2015	494,944,745	11.81%	0.39000	0.13000	0.52000	10,000 O/D
2014	442,648,062	9.74%	0.39000	0.13000	0.52000	10,000 O/D
2013	403,370,606	1.26%	0.42000	0.10000	0.52000	10,000 O/D
2012	398,369,066	-2.37%	0.42000	0.10000	0.52000	10,000 O/D
2011	408,021,927	-0.80%	0.42000	0.10000	0.52000	10,000 O/D
2010	411,326,061	-1.01%	0.42000	0.10000	0.52000	10,000 O/D
2009	415,504,618	0.87%	0.42000	0.10000	0.52000	10,000 O/D
2008	411,931,758	2.74%	0.42000	0.10000	0.52000	10,000 O/D
2007	400,957,245	6.48%	0.42000	0.10000	0.52000	10,000 O/D
2006	376,557,265	2.83%	0.46000	0.10000	0.56000	10,000 O/D
2005	366,208,721	9.30%	0.50000	0.10000	0.60000	10,000 O/D
2004	335,049,282	7.91%	0.50000	0.10000	0.60000	10,000 O/D
2003	310,501,847	6.88%	0.50000	0.10000	0.60000	10,000 O/D
2002	290,527,832	5.63%	0.50000	0.10000	0.60000	10,000 O/D
2001	275,035,288	9.50%	0.52000	0.10000	0.62000	10,000 O/D
2000	251,170,142	15.23%	0.57367	0.07547	0.64914	10,000 O/D
1999	217,977,950	10.11%	0.60460	0.07540	0.68000	10,000 O/D
1998	197,957,174	10.43%	0.63000	0.05000	0.68000	10,000 O/D
1997	179,258,410	3.88%	0.63000	0.05000	0.68000	10,000 O/D
1996	172,555,210	2.26%	0.62000	0.05000	0.67000	10,000 O/D
1995	168,741,080	2.08%	0.62000	0.05000	0.67000	10,000 O/D
1994	165,302,770	4.54%	0.63000	0.05000	0.68000	10,000 O/D
1993	158,130,630	3.99%	0.63000	0.05000	0.68000	10,000 O/D
1992	152,056,520	-0.53%	0.64500	0.05000	0.69500	10,000 O/D
1991	152,870,970	6.44%	0.64500	0.05000	0.69500	10,000 O/D
1990	143,620,410	4.37%	0.58940	0.05000	0.63940	10,000 O/D
1989	137,600,530	4.39%	0.60000	0.05000	0.65000	10,000 O/D
1988	131,812,280	0.42%	0.60000	0.05000	0.65000	10,000 O/D
1987	131,262,160	-8.11%	0.60000	0.05000	0.65000	10,000 O/D
1986	142,839,550	-1.02%	0.55000	0.05000	0.60000	10,000 O/D
1985	144,304,410	4.37%	0.50000	0.05000	0.55000	10,000 O/D
1984	138,265,460	-1.22%	0.50000	0.05000	0.55000	10,000 O/D
1982	139,975,940	0.00%	0.35100	0.05000	0.40100	10,000 O/D

# Harris County Municipal Utility District Number 109

## Tax Collector's Report 2021 Tax Levy and Adjustments as of April 30, 2022

<u>2021 Tax Rate: \$0.48 (0.29 I&amp;S + 0.19 M&amp;O)</u>		<u>Taxable Value</u>	<u>Tax Levy</u>
Original Tax Roll:	8/20/2021	\$599,422,348	\$2,879,240.93
Adjustments:			
Supplemental Roll 1	9/24/2021	39,340,365	188,833.75
Supplemental Roll 2	10/15/2021	20,509,474	98,445.48
Supplemental Roll 3	11/15/2021	27,270,514	130,898.47
Supplemental Roll 4	1/3/2022	17,128,854	82,145.11
Supplemental Rolls 5 & 6	2/25/2022	2,550,220	12,233.14
Correctional Roll 7	3/18/2022	-155,759	-747.65
Correctional Roll 8	4/15/2022	-370,192	-1,776.92
Total Adjustments		<u>106,273,476</u>	<u>510,031.37</u>
Total Tax Levy		<u>\$705,695,824</u>	<u>\$3,389,272.30</u>

### Summary of 2021 Certified Property Values:

<u>Land Value</u>	<u>Improvements</u>	<u>Personalty</u>	<u>Assessed</u>	<u>Exemptions</u>	<u>Taxable Value</u>
<u>140,375,832</u>	<u>598,993,385</u>	<u>15,316,265</u>	<u>754,685,482</u>	<u>48,989,658</u>	705,695,824

22 Accounts Remain Uncertified	<u>136,794</u>
Total Estimated Taxable Value	<u>705,832,618</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report 2018 Tax Levy and Adjustments as of April 30, 2022

<u>2018 Tax Rate: \$0.49 (0.36 I&amp;S + 0.13 M&amp;O)</u>		<u>Taxable Value</u>	<u>Tax Levy</u>
Original Tax Roll:	8/24/2018	\$534,619,837	\$2,619,637.48
Adjustments:			
Supplemental Roll #1	9/21/2018	23,226,810	113,811.37
Supplemental Roll #2	10/19/2018	25,363,292	124,280.13
Supplemental Roll #3	11/16/2018	7,893,782	38,679.53
Supplemental Roll #4	1/9/2019	2,208,012	10,819.26
Supplemental Roll #5	1/15/2019	541,241	2,652.08
Supplemental Roll #6	2/15/2019	536,989	2,631.24
Correctional Roll #6	2/15/2019	-764,129	-3,744.23
Supplemental Roll #7	4/7/2019	112,598	551.73
Correctional Roll #7	4/7/2019	-353,574	-1,732.49
Supplemental Roll #8	4/28/2019	18,784	92.04
Correctional Roll #8	4/28/2019	-123,726	-606.26
Supplemental Roll #9	6/3/2019	20,390	99.91
Correctional Roll #9	6/3/2019	-413,814	-2,027.70
Supplemental Roll #10	6/21/2019	166	0.81
Correctional Roll #11	7/19/2019	-190,365	-932.79
Supplemental Roll #12	9/20/2019	5,339	26.16
Correctional Roll #12	9/20/2019	-75,731	-371.08
Supplemental Rolls #13-19	4/24/2020	883,892	4,331.09
Correctional Roll #20	5/24/2020	-115,465	-565.77
Correctional Roll #21	6/19/2020	-19,031	-93.25
Correctional Roll #24	10/4/2020	-51,000	-249.90
Correctional Rolls #25-29	3/23/2021	-66,715	-326.90
Correctional Roll #31	6/22/2021	-17,000	-83.30
Correctional Roll #35	9/20/2021	-10,000	-49.00
Correctional Roll #43	4/15/2022	<u>-2,000</u>	<u>-9.80</u>
Total Adjustments		<u>58,608,745</u>	<u>287,182.88</u>
Total Tax Levy		<u>\$593,228,582</u>	<u>\$2,906,820.36</u>

Summary of 2018 Certified Property Values:

<u>Land Value</u>	<u>Improvements</u>	<u>Personalty</u>	<u>Assessed</u>	<u>Exemptions</u>	<u>Taxable Value</u>
<u>99,980,268</u>	<u>503,839,226</u>	<u>13,862,057</u>	<u>617,681,551</u>	<u>24,452,969</u>	<u>593,228,582</u>



# Harris County Municipal Utility District Number 109

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

<u>Property Owner</u>	<u>Account No</u>	<u>Tax Amount</u>	<u>Pen &amp; Int</u>	<u>Atty/Cost</u>	<u>Overpaid</u>	<u>Total Pmt</u>
2021 Tax Collections:						
Various Accounts	287 Accounts	\$30,513.88	\$2,152.78	\$114.40	\$0.00	\$32,781.06
4550 FM LLC	102-066-000-0017	-455.06	0.00	0.00	455.06	0.00
McGee Brian C & Letisha C	122-816-003-0011	-434.05	0.00	0.00	434.05	0.00
Burrows David Steven	138-348-004-0011	0.00	-67.54	0.00	67.54	0.00
A Touch of Ink Tattoo Studio	2343649	<u>0.00</u>	<u>-1.56</u>	<u>0.00</u>	<u>1.56</u>	<u>0.00</u>
Total 2021 Tax Collections		<u>\$29,624.77</u>	<u>\$2,083.68</u>	<u>\$114.40</u>	<u>\$958.21</u>	<u>\$32,781.06</u>
2020 Tax Collections:						
Leal Juan E & Stephanie	114-139-015-0023	\$552.43	\$149.15	\$140.32	\$0.00	\$841.90
Rodriguez Able	114-139-017-0043	399.07	107.75	101.36	0.00	608.18
Sanchez Pablo	114-350-014-0091	802.54	216.68	203.84	0.00	1,223.06
Dirt Cheap Mulch Co Inc	2360875	<u>109.27</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>109.27</u>
Total 2020 Tax Collections		<u>\$1,863.31</u>	<u>\$473.58</u>	<u>\$445.52</u>	<u>\$0.00</u>	<u>\$2,782.41</u>
2018 Tax Collections:						
Orell Robert	108-491-000-0029	<u>-\$9.80</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9.80</u>	<u>\$0.00</u>
Total 2018 Tax Collections		<u>-\$9.80</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$9.80</u>	<u>\$0.00</u>
Summary of Other Collections						
			<u>\$2,557.26</u>	<u>\$559.92</u>	<u>\$968.01</u>	35,563.47
Interest Earnings						
						<u>44.13</u>
Total Collected during Month						
						<u>\$35,607.60</u>

# Harris County Municipal Utility District Number 109

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

<u>Property Owner</u>	<u>Account No.</u>	<u>2020 Tax</u>	<u>2019 Tax</u>	<u>2018 Tax</u>	<u>2017 Tax</u>	<u>Prior Yrs</u>
Exchange Church Houston	043-206-000-0195	\$816.49	\$0.00	\$0.00	\$0.00	\$0.00
Guniganti Prabhakar	045-005-000-0125	0.00	0.00	0.81	0.00	0.00
Wu & Chen Investment LLC	102-063-000-0008	0.00	248.01	0.00	0.00	0.00
D:Vineyard Travis & Danelle	102-065-000-0007	559.49	552.96	581.84	593.71	2,716.95
Extreme Remodeling LLC	102-066-000-0020	4.20	4.20	4.29	4.38	4.55
State of Texas	102-066-000-0021	0.00	0.00	1.76	0.00	0.00
Gaddis John M	102-068-000-0021	648.97	758.83	0.00	0.00	0.00
Rodruguez Daniel & Yolanda	102-068-000-0023	115.44	0.00	0.00	0.00	0.00
D:Catlin Steven L	102-069-000-0004	97.98	89.07	77.52	0.00	0.00
Garcia Alberto	108-488-000-0057	125.75	0.00	0.00	0.00	0.00
D:Tolliver Cletis F & Glenda	108-489-000-0011	728.43	0.00	0.00	0.00	0.00
P:Sweeney Bryan A	108-492-000-0020	0.00	0.00	0.00	126.75	0.00
D:Strengel Kris C	108-494-000-0020	758.52	747.60	859.70	868.56	6,797.16
Felchak Kenneth W & Ruby	108-496-000-0031	654.37	0.00	0.00	0.00	0.00
Wilson Dewey M	108-497-000-0032	620.57	603.40	708.16	722.61	1,322.50
State of Texas	108-497-000-0047	0.00	0.00	23.50	0.00	0.00
D:Key Sherry R	109-142-000-0001	539.39	484.90	360.88	123.40	0.00
D:Cartwright Ed & Diane	109-142-000-0034	591.09	526.44	550.92	533.51	3,576.29
D:Brokaw Sharon	109-144-000-0002	0.00	444.96	475.30	0.00	1,010.49
Lipsey Pahjmon	109-144-000-0007	694.07	660.75	0.00	0.00	0.00
Riley Michael E & Tamara M	110-750-000-0050	700.92	0.00	0.00	0.00	0.00
Costello Thomas J	111-527-000-0007	737.81	0.00	0.00	0.00	0.00
S:Deyle Kurt	111-527-000-0010	672.85	611.68	457.02	0.00	0.00
Deyle Kurt	111-527-000-0013	0.00	0.00	0.00	0.00	2,096.83
Barbosa Jose A Jr & Claudia	111-766-000-0024	201.06	892.05	0.00	0.00	0.00
Brown Joseph J Jr & Caroly	113-132-000-0010	0.00	237.96	0.00	0.00	0.00
Rodriguez D	113-137-000-0037	743.24	0.00	0.00	0.00	0.00
Warmuth John J	113-142-000-0028	0.00	0.00	50.00	0.00	0.00
Bjornaas Kevin Estate of	114-139-009-0007	722.59	661.00	578.20	0.00	0.00
S:Jackson Keshell	114-139-009-0015	717.52	652.30	612.80	625.31	620.03
Chicosky Gregory P	114-139-010-0017	0.00	563.41	0.00	0.00	0.00
D:Paxton Roy C & Debbie M	114-139-010-0036	429.28	379.35	0.00	188.48	0.00
Lacour Carey L & Vanita	114-139-013-0053	688.33	0.00	0.00	0.00	0.00
D:Gonzalez Virginia	114-139-015-0003	547.43	487.49	527.53	488.00	0.00
Geibe Virginia	114-139-015-0004	0.00	477.24	0.00	0.00	0.00
D:Cook Julia S	114-139-015-0036	609.82	432.25	468.45	478.01	2,780.18
Seward B Randolph	114-139-017-0014	471.96	418.15	463.62	0.00	0.00
P:Rodriguez Able	114-139-017-0043	0.00	31.57	0.00	0.00	0.00
Foster John H	114-139-018-0004	713.72	0.00	0.00	0.00	0.00
Jones Edward A & Agnes	114-350-015-0047	0.00	0.00	0.00	0.00	0.78
P:Stevenson Yolanda	114-350-015-0049	631.13	0.00	0.00	0.00	0.00
Blow Frederick E & Cheryl	114-350-015-0118	0.00	0.00	1,036.24	1,057.39	0.00
Q:Redstone Randolph & Ca	114-350-016-0039	456.00	0.00	0.00	0.00	0.00
D:Harris Virginia B	114-350-016-0083	869.22	855.21	868.88	844.16	4,097.68
State of Texas	115-346-000-0002	0.00	0.00	8.33	0.00	0.00
Knight Chris & Terry	115-511-019-0012	1,032.72	0.00	0.00	0.00	0.00
S:Mitchem Anna M	115-511-021-0036	0.00	0.00	258.74	0.00	0.00
State of Texas	115-813-000-0005	0.00	0.00	2.00	0.00	0.00
State of Texas	116-275-000-0416	0.00	0.00	91.06	0.00	0.00
Continental Land Owners	116-276-000-0312	0.48	0.48	0.49	0.00	0.00
Rosques Sandra P	116-276-000-0580	0.00	2,976.58	0.00	0.00	0.00
Ebanks Lilith A	118-705-001-0049	120.00	0.00	0.00	0.00	0.00
Harris Jack L & Diana L	119-848-003-0002	911.18	895.66	916.39	0.00	0.00

# Harris County Municipal Utility District Number 109

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

Property Owner	Account No.	2020 Tax	2019 Tax	2018 Tax	2017 Tax	Prior Yrs
Alexander Arthur	121-882-001-0001	0.00	1,292.17	0.00	0.00	0.00
Gomez Cecila	123-226-003-0046	728.20	0.00	0.00	0.00	0.00
State of Texas	137-755-001-0003	0.00	99.70	0.00	0.00	0.00
Allstate Insurance Company	0435798	70.06	81.25	0.00	0.00	0.00
Wabasha Leasing LLC	1044962	7.44	0.00	0.00	0.00	0.00
Sears Holdings	2048505	1,678.97	1,714.12	0.00	0.00	0.00
Digital Professionals Compu	2064780	21.63	21.63	21.89	22.15	113.17
Compro Tax	2128836	8.27	8.27	0.00	0.00	0.00
B & L Capital Inc	2154083	20.08	15.90	24.08	27.55	178.87
Kevin R Culp	2157330	43.58	43.58	46.42	52.56	358.60
S:Dupree Express Trucking	2172915	86.07	86.07	99.37	223.95	618.19
Pinnacle Propane Express I	2174838	6.76	0.00	0.00	0.00	0.00
Motolease Financial LLC	2200564	16.50	21.52	0.00	0.00	0.00
ARC Insurance Agency	2209050	43.75	43.75	44.66	45.57	94.78
S:James Lewis	2213148	24.50	31.25	39.75	89.38	209.12
S:Taquera Las Maragitas LI	2281228	140.33	140.33	142.75	0.00	0.00
Sophia Massage	2287547	30.36	0.00	0.00	0.00	0.00
Metro PCS	2287557	45.43	45.43	45.71	0.00	0.00
Humble Kitchen & Bath Inc	2287561	110.55	0.00	0.00	0.00	0.00
Phones-R-Us Inc	2289501	54.29	54.29	54.59	0.00	0.00
Musa Auto Finance	2301975	307.20	0.00	0.00	0.00	0.00
Tesla Inc	2329054	2.40	2.40	0.00	0.00	0.00
Serenty Health Services LLC	2337347	40.32	0.00	0.00	0.00	0.00
Amfah Investments LLC	2343023	175.29	0.00	0.00	0.00	0.00
Spoiled Mutts	2343180	90.26	0.00	0.00	0.00	0.00
My House Barber Shop	2343201	16.17	0.00	0.00	0.00	0.00
Fresh Ink Media Group	2344047	54.92	0.00	0.00	0.00	0.00
Adorn Tattoo	2344404	18.40	0.00	0.00	0.00	0.00
Cobos BBQ LLC	2352871	146.40	0.00	0.00	0.00	0.00
CRT Services	2360492	0.00	196.22	0.00	0.00	0.00
Ismeal Anaya	2363334	287.85	0.00	0.00	0.00	0.00
Prior Years Personal Property		<u>284.50</u>	<u>672.03</u>	<u>714.94</u>	<u>2,084.07</u>	<u>22,391.38</u>
Total Receivable		<u>\$23,492.50</u>	<u>\$20,263.41</u>	<u>\$11,218.59</u>	<u>\$9,199.50</u>	<u>\$48,987.55</u>



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

# Harris County Municipal Utility District No. 109

Bookkeeper's Report

May 17, 2022

## Cash Flow Report - Checking Account

As of May 17, 2022

Num	Name	Memo	Amount	Balance
BALANCE AS OF 04/20/2022				\$98,983.60
Receipts				
	HC 151 Water Supply		3,024.00	
	Interest Earned on Checking		18.61	
	Wire Transfer from Lockbox		188,916.91	
	Interest on Allegiance Bank CD		480.35	
	City of Houston Rebate		6,859.49	
	Wire Transfer from Money Market		150,000.00	
Total Receipts				349,299.36
Disbursements				
15400	Century Link	Telephone Expense	(876.16)	
15401	NHCRWA	Water Authority Fees	(115,117.35)	
15402	Cheryl C. Moore	Fees of Office - 5/17/2022	(138.53)	
15403	Chris Green	Fees of Office - 5/17/2022	(138.53)	
15404	Nancy Frank	Fees of Office - 5/17/2022	(138.52)	
15405	Robin Sulpizio	Fees of Office - 5/17/2022	(138.53)	
15406	Cheryl C. Moore	Fees of Office - 4/23, 4/27/2022 & Expenses	(307.00)	
15407	Chris Green	Fees of Office - 4/23, 4/27/2022 & Expenses	(341.35)	
15408	Nancy Frank	Fees of Office - 4/23, 4/27/2022 & Expenses	(307.00)	
15409	Owen H. Parker	Expenses	(40.24)	
15410	Robin Sulpizio	Fees of Office - 4/23, 4/27/2022 & Expenses	(342.05)	
15411	AIM Realty	Deposit Refund	(183.34)	
15412	Anna Maria Mitchem	Deposit Refund	(18.50)	
15413	Anne B Breda	Deposit Refund	(84.39)	
15414	Ayah Ayyad	Deposit Refund	(3.13)	
15415	Brandon Garcia	Deposit Refund	(17.61)	
15416	Carlos Lucero	Deposit Refund	(86.17)	
15417	CMSC 2007-C3; Centre at King's	Deposit Refund	(1,110.31)	
15418	First Class Realty	Deposit Refund	(155.51)	
15419	Hoa Chi Ly	Deposit Refund	(74.42)	
15420	Johnny Hunnicutt / Erin Hunnicutt	Deposit Refund	(38.60)	
15421	Jonathan P Nouri	Deposit Refund	(154.43)	
15422	Kevin Dickens	Deposit Refund	(6.43)	
15423	Key Realtors, Inc	Deposit Refund	(207.47)	
15424	Luis Flores / Lisa Salazar	Deposit Refund	(28.74)	
15425	Matthew Hofmann	Deposit Refund	(149.14)	
15426	Noe I Meza Granados	Deposit Refund	(65.31)	
15427	Orchard Property III, LLC	Deposit Refund	(197.90)	
15428	Progress Residential 2015-1 Borrower LLC	Deposit Refund	(45.66)	
15429	Sierra Community Development Inc.	Deposit Refund	(195.79)	
15430	Tavares Vick	Deposit Refund	(55.23)	
15431	Thomas Wright	Deposit Refund	(13.11)	
15432	William Moore	Deposit Refund	(12.57)	
15433	Amanda Davis	Deposit Refund	(38.41)	
15434	Ayah Ayyad	Overpayment Refund	(9.39)	
15435	Brittanie Owens	Deposit Refund	(21.82)	
15436	Carrie Seals	Deposit Refund	(14.66)	
15437	Chris Villagomez	Deposit Refund	(79.55)	
15438	CMSC 2007-C3; Centre at King's	Overpayment Refund	(1,098.89)	
15439	Crystal Watson	Deposit Refund	(79.44)	
15440	Damaris Gonzalez	Deposit Refund	(170.51)	

Harris County MUD No 109 - GOF  
**Cash Flow Report - Checking Account**  
 As of May 17, 2022

Num	Name	Memo	Amount	Balance
Disbursements				
15441	David Brent Fontenot	Deposit Refund	(96.62)	
15442	Ernest Branford	Deposit Refund	(11.15)	
15443	Eugene Morales	Deposit Refund	(13.82)	
15444	Freo Texas	Deposit Refund	(4.18)	
15445	Kevin Dickens	Overpayment Refund	(32.34)	
15446	Monica Portillo	Deposit Refund	(3.53)	
15447	Offerpad SPE Borrower A, LLC	Deposit Refund	(98.34)	
15448	OP SPE PHX1, LLC	Deposit Refund	(97.86)	
15449	Opendoor Labs, Inc	Deposit Refund	(345.86)	
15450	Orchard Property III, LLC	Deposit Refund	(100.88)	
15451	Pathlight Property Management	Deposit Refund	(26.16)	
15452	Ricardo Sanchez	Deposit Refund	(3.46)	
15453	Robert Marder	Deposit Refund	(78.72)	
15454	Stacy Alfaro	Deposit Refund	(157.96)	
15455	Tanisha Jackson	Deposit Refund	(182.89)	
15456	Wong Tower Investments, LLC	Deposit Refund	(95.73)	
15457	Zillow Homes Property Trust	Deposit Refund	(117.25)	
15458	Association of Water Board Directors	AWBD Virtual Annual Conference - Moore	(475.00)	
15459	Atascocita Joint Operations Board	Schedule B & C Costs	(43,999.05)	
15460	BGE, Inc.	Engineering Fees	(11,347.46)	
15461	CDC Unlimited, LLC	Mowing Expense	(2,929.00)	
15462	Centerpoint Energy	Utilities Expense	(182.21)	
15463	DXI Industries	Chemical Expenses	(940.70)	
15464	GFL Environmental	Garbage Expense	(235.70)	
15465	Harris County Treasurer	Patrol Services	(18,592.00)	
15466	Hudson Energy	Utilities Expense	(8,948.20)	
15467	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(2,057.90)	
15468	Napco Chemicals	Chemicals Expense	(3,834.00)	
15469	Norton Rose Fulbright US LLP	Legal Fees	(5,460.00)	
15470	Norton Rose Fulbright US LLP	Legal Fees - Election	(352.29)	
15471	Today's Integration	Security Monitoring	(7,540.29)	
15472	Underground Construction Solutions, LLC	Pay Estimate No. 1 - Lee Tract Waterline Extensio	(47,868.30)	
15473	Water Utility Services, Inc.	Laboratory Fees	(390.00)	
15474	WWWMS	Maintenance and Operations	(61,975.64)	
15475	Century Link	Telephone Expense	0.00	
15476	NHCRWA	Water Authority Fees	0.00	
15477	Texas State Comptroller	Unclaimed Property	0.00	
Fee	Central Bank	Service Charge	(40.00)	
Total Disbursements			(340,936.18)	(340,936.18)
BALANCE AS OF 05/17/2022				\$107,346.78

Harris County MUD No 109 - GOF  
**Cash Flow Report - Operator Account**  
 As of May 17, 2022

Num	Name	Memo	Amount	Balance
BALANCE AS OF 04/20/2022				\$142,297.72
Receipts				
	Service Inspections		150.00	
	Accounts Receivable		78,234.13	
	Accounts Receivable		100,380.53	
Total Receipts			100,380.53	178,764.66
Disbursements				
Fee	Central Bank	Service Charge	(40.00)	
Ret Ck	Central Bank	Customer Returned Check (36)	(2,437.41)	
Ret Ck	Central Bank	Chargeback Fee	(360.00)	
Wire	Harris County MUD 109	Wire Transfer to Checking	(188,916.91)	
Total Disbursements			(188,916.91)	(191,754.32)
BALANCE AS OF 05/17/2022				\$129,308.06

Harris County MUD No 109 - CPF  
**Cash Flow Report - Checking Account**  
 As of May 17, 2022

Num	Name	Memo	Amount	Balance
BALANCE AS OF 04/20/2022				\$500.00
Receipts				
	Transfer from Money Market - Series 2017		304,363.16	
Total Receipts				304,363.16
Disbursements				
2016	BGE, Inc.	Engineering - WP2 Construction	(5,649.16)	
2017	Schier Construction Company, Inc.	Pay Estimate No. 11 - Water Plant No. 2 Expansio	(298,674.00)	
Fee	Central Bank	Service Charge	(40.00)	
Total Disbursements				(304,363.16)
BALANCE AS OF 05/17/2022				\$500.00



## Account Balances

As of May 17, 2022

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Operating</b>					
Certificates of Deposit					
THIRD COAST BANK, SSB (XXXX8790)	09/14/2021	05/14/2022	0.30 %	240,000.00	
TEXAS REGIONAL BANK (XXXX3907)	09/28/2021	06/29/2022	0.13 %	245,000.00	
WALLIS BANK (XXXX1242)	10/15/2021	07/15/2022	0.10 %	240,000.00	
VERITEX COMMUNITY BANK (XXXX0447)	11/24/2021	11/24/2022	0.30 %	240,000.00	
BANCORPSOUTH (XXXX0688)	12/22/2021	12/22/2022	0.41 %	240,000.00	
SIMMONS BANK (XXXX0945)	01/12/2022	01/12/2023	0.25 %	240,000.00	
FRONTIER BANK (XXXX2232)	01/16/2022	01/16/2023	0.50 %	240,000.00	
PLAINS STATE BANK (XXXX1359)	01/25/2022	01/25/2023	0.25 %	240,000.00	
SOUTH STAR BANK (XXXX0129)	02/19/2022	02/19/2023	0.15 %	240,000.00	
LONE STAR BANK (XXXX2426)	02/27/2022	02/27/2023	0.35 %	240,000.00	
UNITY NATIONAL BANK (XXXX4677)	03/28/2022	03/28/2023	0.25 %	245,000.00	
ALLEGIANCE BANK (XXXX0213)	04/22/2022	04/22/2023	0.20 %	240,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/22/2017		0.74 %	1,076,260.19	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1891)			0.00 %	107,346.78	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00 %	129,308.06	Operator
Totals for Operating Fund:				\$4,202,915.03	
<b>Fund: Capital Projects</b>					
Money Market Funds					
TEXAS CLASS (XXXX0002)	03/22/2017		0.74 %	1,275,207.17	Series 2017
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1875)			0.00 %	500.00	Checking Account
Totals for Capital Projects Fund:				\$1,275,707.17	
<b>Fund: Debt Service</b>					
Certificates of Deposit					
FRONTIER BANK - DEBT (XXXX2636)	08/30/2021	08/30/2022	0.50 %	240,000.00	
THIRD COAST BANK-DEBT (XXXX6273)	09/22/2021	09/21/2022	0.40 %	240,000.00	
SOUTH STAR BANK-DEBT (XXXX0072)	09/22/2021	09/22/2022	0.15 %	240,000.00	
SUNFLOWER BANK-DEBT (XXXX2151)	03/19/2022	03/19/2023	0.19 %	240,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0003)	03/22/2017		0.74 %	1,797,398.77	
Totals for Debt Service Fund:				\$2,757,398.77	
Grand total for Harris County MUD No. 109:				\$8,236,020.97	

# Capital Projects Fund Breakdown

Harris County MUD 109

As of Date 5/17/2022

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## Net Proceeds for All Bond Issues

### Receipts

Bond Proceeds - Series 2017	\$12,100,000.00
Interest Earnings - Series 2017	240,508.45

### Disbursements

Disbursements - Series 2017	(11,064,801.28)
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<b>Total Cash Balance</b>	<b><u><u>\$1,275,707.17</u></u></b>
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## Balances by Account

Central Bank - Checking	\$500.00
TX Class - Series 2017	1,275,207.17

<b>Total Cash Balance</b>	<b><u><u>\$1,275,707.17</u></u></b>
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## Balances by Bond Series

Bond Proceeds - Series 2017	\$1,275,707.17
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<b>Total Cash Balance</b>	<b><u><u>\$1,275,707.17</u></u></b>
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## Remaining Costs/Surplus By Bond Series

Remaining Costs - Series 2017	\$552,217.97
Proposed Surplus Project - WP 2 Expansion	723,489.20

<b>Total Amount in Remaining Costs</b>	<b><u><u>\$1,275,707.17</u></u></b>
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Surplus & Interest - Series 2017	\$0.00
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<b>Total Surplus &amp; Interest Balance</b>	<b><u><u>\$0.00</u></u></b>
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<b>Total Remaining Costs/Surplus</b>	<b><u><u>\$1,275,707.17</u></u></b>
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# Cost Comparison - \$12,100,000 - Series 2017

Harris County MUD 109

	USE OF PROCEEDS	ACTUAL COSTS	REMAINING COSTS	VARIANCE (OVER)/UNDER
<b>CONSTRUCTION COSTS</b>				
<b>Developer Items</b>				
1. Rivergrove, Section 1 - Water, Wastewater & Drainage	\$191,360.00	\$191,359.51	\$0.00	\$0.49
2. Rivergrove, Section 2 - Water, Wastewater & Drainage	125,139.00	125,139.00	0.00	0.00
3. Rivergrove, Section 3 - Water, Wastewater & Drainage	353,345.00	353,344.99	0.00	0.01
4. Rivergrove, Section 4 - Water, Wastewater & Drainage	881,359.00	881,359.20	0.00	(0.20)
5. Rivergrove Drainage Swales	52,480.00	52,479.50	0.00	0.50
6. Rivergrove, Section 5 - Water, Wastewater & Drainage	668,281.00	603,157.27	0.00	65,123.73
7. Rivergrove, Section 6 - Water, Wastewater & Drainage	427,157.00	403,019.99	0.00	24,137.01
8. Rivergrove Clearing and Grubbing, Sections 1 & 2	33,135.00	33,135.00	0.00	0.00
9. Rivergrove Clearing and Grubbing, Section 3	15,524.00	15,524.00	0.00	0.00
10. Rivergrove Clearing and Grubbing, Section 4	20,155.00	20,154.50	0.00	0.50
11. Rivergrove Clearing and Interim Drainage, Sections 5-6	84,391.00	84,391.25	0.00	(0.25)
12. Kings Lake Estates Section 8 - Water, Wastewater & Drainage	1,851,399.00	1,851,398.80	0.00	0.20
13. Stormwater Pollution Prevention Plans	206,123.00	134,172.92	0.00	71,950.08
14. Geotechnical Reports and Materials Testing	124,233.00	80,105.42	0.00	44,127.58
15. Contingency	109,543.00	58,257.52	0.00	51,285.48
16. Engineering Fees	706,603.00	706,603.00	0.00	0.00
17. Rivergrove Due Diligence	34,023.00	34,023.41	0.00	(0.41)
<b>Subtotal Developer Items</b>	<b>\$5,884,250.00</b>	<b>\$5,627,625.28</b>	<b>\$0.00</b>	<b>\$256,624.72</b>
<b>District Items</b>				
1. Kings Lake Estates Lift Station No. 2 Improvements	\$371,240.00	\$362,689.62	\$0.00	\$8,550.38
2. Kings Lake Estates Lift Station No. 3	460,869.00	417,828.05	0.00	43,040.95
3. Water Plant No. 1 Elevated Storage Tank Recoating	500,000.00	500,000.00	0.00	0.00
4. Water Plant No. 2 Elevated Storage Tank Recoating	500,000.00	500,000.00	0.00	0.00
5. Water Plant No. 2 Buildout	1,600,000.00	1,064,777.57	535,222.43	0.00
6. Contingencies (10% of Items 1, 3-5)	297,124.00	293,699.54	3,424.46	0.00
7. Engineering (20.89% of Items 1-2)	173,812.00	160,240.92	13,571.08	0.00
8. Engineering (15% of Items 3-5)	390,000.00	390,000.00	0.00	0.00
<b>Subtotal District Items</b>	<b>\$4,293,045.00</b>	<b>\$3,689,235.70</b>	<b>\$552,217.97</b>	<b>\$51,591.33</b>
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$10,177,295.00</b>	<b>\$9,316,860.98</b>	<b>\$552,217.97</b>	<b>\$308,216.05</b>
<b>NON-CONSTRUCTION COSTS</b>				
A. Legal Fees	\$231,000.00	\$231,000.00	\$0.00	\$0.00
B. Fiscal Agent Fees	242,000.00	242,000.00	0.00	0.00
C. Interest				
1. Capitalized Interest (1 year @ 4.50%)	396,191.00	396,191.41	0.00	(0.41)
2. Developer Interest	383,273.00	383,272.81	0.00	0.19
D. Bond Discount (3.00%)	262,563.00	262,563.40	0.00	(0.40)
E. Bond Issuance Expenses	28,854.00	28,854.00	0.00	0.00
F. Attorney General Fee	9,500.00	9,500.00	0.00	0.00
G. TCEQ Bond Issuance Fee	30,250.00	30,250.00	0.00	0.00
H. Bond Application Report Cost	45,000.00	45,000.00	0.00	(0.00)
I. Rivergrove Studies	45,328.00	45,328.00	0.00	0.00
J. Contingency	248,746.00	73,980.68	0.00	174,765.32
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>\$1,922,705.00</b>	<b>\$1,747,940.30</b>	<b>\$0.00</b>	<b>\$174,764.70</b>
<b>TOTAL BOND ISSUE REQUIREMENT</b>	<b>\$12,100,000.00</b>	<b>\$11,064,801.28</b>	<b>\$552,217.97</b>	<b>\$482,980.75</b>
			Interest Earned	\$240,508.45
			Total Surplus & Interest	\$723,489.20
			Total Remaining Funds	<b>\$1,275,707.17</b>

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

April 2022

		April 2022			June 2021 - April 2022			Annual
		Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	Budget
<b>Revenues</b>								
14110	Water - Customer Service Revenu	44,772	44,783	(12)	456,933	492,617	(35,684)	537,400
14112	Surface Water - Reserve	97,813	97,000	813	1,046,815	1,105,000	(58,185)	1,215,000
14140	Connection Fees	2,525	808	1,717	21,900	8,892	13,008	9,700
14150	Tap Connections	0	1,250	(1,250)	2,535	13,750	(11,215)	15,000
14210	Sewer - Customer Service Fee	54,778	53,517	1,261	560,839	588,683	(27,845)	642,200
14220	Inspection Fees	951	842	109	9,791	9,258	533	10,100
14310	Penalties & Interest	7,650	3,333	4,317	62,326	36,667	25,660	40,000
14330	Miscellaneous Income	25	100	(75)	613	1,100	(487)	1,200
14340	COH Rebate	6,943	6,933	9	86,433	76,267	10,166	83,200
14350	Maintenance Tax Collections	0	0	0	1,345,833	1,068,216	277,617	1,068,216
14370	Interest Earned on Temp. Invest	526	1,181	(654)	9,586	12,988	(3,402)	14,169
14380	Interest Earned on Checking	19	33	(15)	33	367	(334)	400
14650	Water Sales to HC 151	675	860	(185)	11,008	9,460	1,548	10,320
<b>Total Revenues</b>		<b>216,677</b>	<b>210,641</b>	<b>6,036</b>	<b>3,614,645</b>	<b>3,423,264</b>	<b>191,381</b>	<b>3,646,905</b>
<b>Expenditures</b>								
16010	Operations - Water	9,286	6,942	2,344	97,224	76,358	20,865	83,300
16030	Operations - Sewer	2,311	2,308	3	25,294	25,392	(97)	27,700
16110	Tap Connection Expense	0	583	(583)	375	6,417	(6,042)	7,000
16120	Surface Water Fee	115,117	110,000	5,117	1,196,339	1,243,000	(46,661)	1,367,100
16130	Maintenance & Repairs - Water	28,523	34,125	(5,602)	233,005	375,375	(142,370)	409,500
16140	Chemicals - Water	4,695	3,492	1,203	42,600	38,408	4,191	41,900
16150	Laboratory Expense - Water	390	325	65	3,897	3,575	322	3,900
16160	Utilities	9,130	9,150	(20)	104,565	100,650	3,915	109,800
16180	Reconnections	890	633	257	9,255	6,967	2,288	7,600
16190	Disconnect Expense	375	283	92	2,475	3,117	(642)	3,400
16200	Mowing - Water	1,543	1,258	284	11,957	13,842	(1,885)	15,100
16210	Inspection Expense	0	75	(75)	3,195	825	2,370	900
16220	Purchase Sewer Service	43,879	43,025	854	487,560	473,277	14,283	516,302
16230	Maintenance & Repairs - Sewer	12,687	17,983	(5,296)	168,762	197,817	(29,055)	215,800
16240	Chemicals - Sewer	0	125	(125)	608	1,375	(767)	1,500
16250	Lab Fees - Sewer	0	158	(158)	776	1,742	(966)	1,900
16280	Mowing - Sewer	1,387	1,142	245	10,709	12,558	(1,850)	13,700
16320	Arbitrage Expense	0	0	0	11,300	3,250	8,050	3,250
16327	TCEQ Fees	0	0	0	3,368	3,500	(132)	5,900
16330	Legal Fees	5,460	4,417	1,043	56,440	48,583	7,857	53,000
16340	Auditing Fees	0	0	0	16,750	16,400	350	16,400
16350	Engineering Fees	4,836	6,667	(1,831)	48,802	73,333	(24,531)	80,000
16354	GIS Expense	0	167	(167)	0	1,833	(1,833)	2,000
16360	Garbage Expense	236	375	(139)	3,857	4,125	(268)	4,500
16370	Election Expense	352	350	2	352	350	2	10,000
16380	Permit Expense	0	0	0	7,017	7,200	(183)	7,200
16390	Telephone Expense	876	867	9	8,940	9,533	(593)	10,400
16420	Service Account Collection	2,984	2,083	901	33,273	22,917	10,356	25,000
16430	Bookkeeping Fees	1,731	2,575	(844)	29,464	30,825	(1,361)	33,500
16460	Printing & Office Supplies	2,304	2,442	(138)	26,028	26,858	(830)	29,300
16480	Delivery Expense	243	17	226	1,120	183	937	200
16520	Postage	2,676	2,792	(115)	30,128	30,708	(581)	33,500
16530	Insurance & Surety Bond	0	0	0	0	0	0	28,800
16540	Travel Expense	0	8	(8)	116	92	24	100
16550	Website Expense	0	67	(67)	588	733	(146)	800
16560	Miscellaneous Expense	331	308	23	3,749	3,392	357	3,700

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

April 2022

	April 2022			June 2021 - April 2022			Annual Budget	
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)		
<b>Expenditures</b>								
16570	AWBD Expense	0	0	0	5,155	5,100	55	7,800
16580	Bank Fees	80	18	62	1,109	202	908	220
16590	Security Monitoring	0	1,242	(1,242)	9,155	13,658	(4,503)	14,900
16592	Security Patrol Expense	18,592	12,395	6,197	148,733	136,345	12,388	148,740
16600	Payroll Expenses	969	2,025	(1,056)	22,284	22,275	9	24,300
<b>Total Expenditures</b>		<b>271,883</b>	<b>270,422</b>	<b>1,461</b>	<b>2,866,321</b>	<b>3,042,090</b>	<b>(175,769)</b>	<b>3,369,912</b>
<b>Other Revenues</b>								
14720	Transfer from Operating Reserve	0	0	0	0	0	0	508,007
<b>Total Other Revenues</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>508,007</b>
<b>Other Expenditures</b>								
17000	Capital Outlay	625	600	25	50,370	50,200	170	785,000
17010	Capital Outlay - Barents Dr L/S	0	0	0	7,440	0	7,440	0
<b>Total Other Expenditures</b>		<b>625</b>	<b>600</b>	<b>25</b>	<b>57,811</b>	<b>50,200</b>	<b>7,611</b>	<b>785,000</b>
<b>Excess Revenues (Expenditures)</b>		<b>(\$55,831)</b>	<b>(\$60,381)</b>	<b>\$4,550</b>	<b>\$690,514</b>	<b>\$330,974</b>	<b>\$359,539</b>	<b>\$0</b>



## District Debt Service Payments

05/01/2022 - 05/01/2023

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

Harris County MUD No 109 - GOF

Annexations

All Transactions

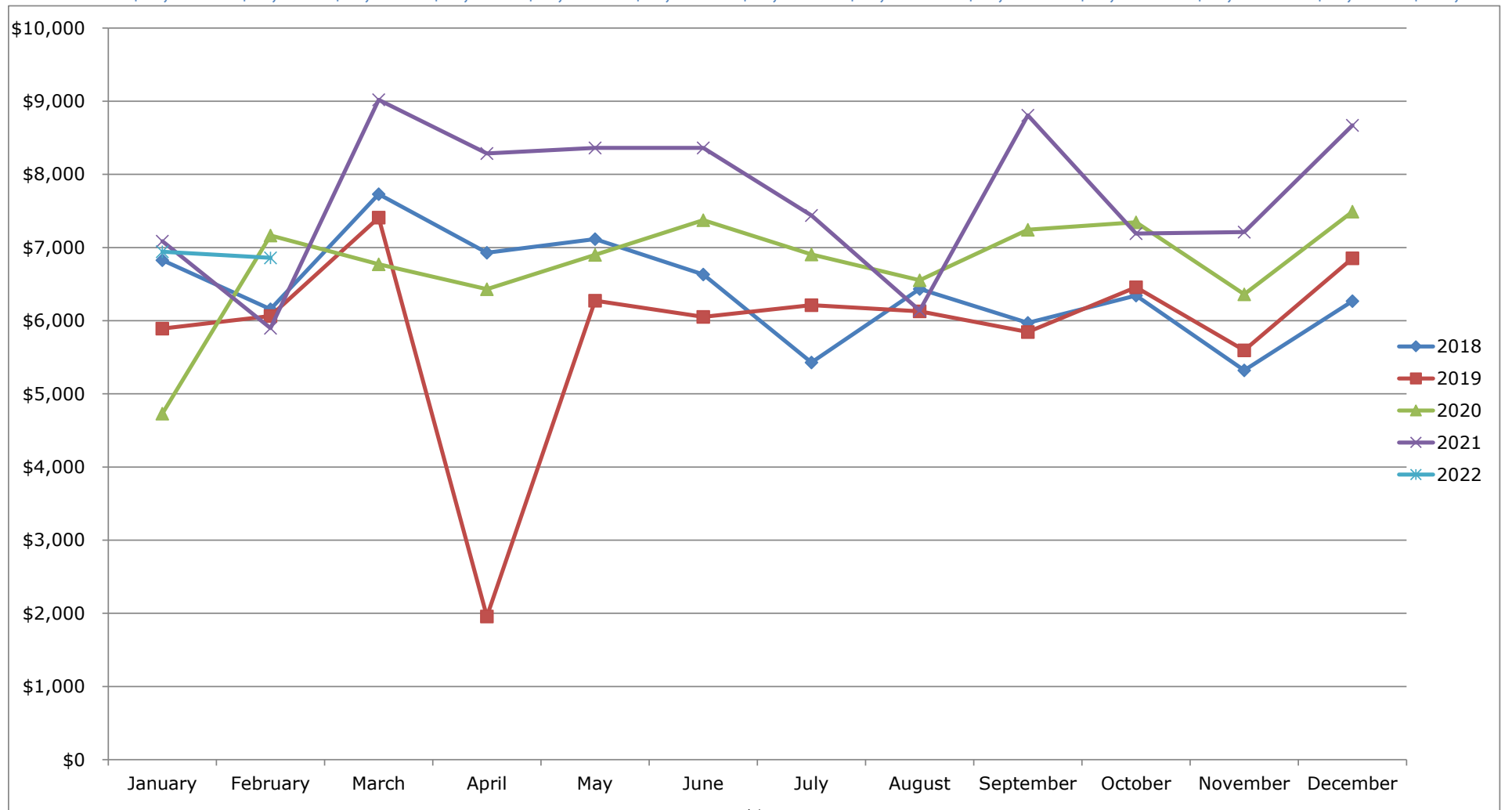
Date	Num	Name	Memo	Debit	Credit	Balance
<b>12787 - Lee Annexation</b>						
04/26/2019	JE		Deposit for Annexation		15,000.00	15,000.00
05/31/2019	5-190176	BGE, Inc.	Engineering Fees - Annexation No. 11	984.83		14,015.17
06/30/2019	6-190136	BGE, Inc.	Engineering Fees - Annexation No. 11	3,418.23		10,596.94
07/31/2019	7-190471	BGE, Inc.	Engineering Fees - Annexation No. 11	1,887.45		8,709.49
07/31/2019	9495136631	Norton Rose Fulbright US LLP	Legal Fees	172.50		8,536.99
08/31/2019	191647	The Research Staff, Inc.	Title Report - Annexation	80.00		8,456.99
08/31/2019	PS19001733	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	HC MUD109LE...	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	HC MUD109LE...	ROW Management LLC	Lee Annexation Expense	3,640.00		7,191.37
05/31/2021	AJE 4		Lee Annex Engineer to increase Lee Annex Bala...	7,810.78		-619.41
05/31/2021	AJE 5		Adjust Lee and Barents after review of engineer	157.01		-776.42
06/30/2021	6-210975	BGE, Inc.	Engineering Fees - Lee Tract Waterline Extension	1,552.95		-2,329.37
07/31/2021	7-210916	BGE, Inc.	Engineering Fees - Lee Tract Waterline Extension	1,942.88		-4,272.25
08/31/2021	8-211098	BGE, Inc.	Engineering Fees - Lee Tract Waterline Extension	3,791.52		-8,063.77
09/30/2021	9-210996	BGE, Inc.	Engineering Fees - Lee Tract Waterline Extension	839.23		-8,903.00
10/31/2021	10-211116	BGE, Inc.	Engineering Fees - Lee Tract Waterline Extension	693.11		-9,596.11
11/30/2021	11-210356	BGE, Inc.	Engineering Fees - Lee Tract Waterline Extension	538.91		-10,135.02
01/31/2022	1-220949	BGE, Inc.	Engineering Fees - Lee Tract Waterline Extension	1,437.97		-11,572.99
02/28/2022	2-221232	BGE, Inc.	Engineering Fees - Lee Tract Waterline Extension	2,830.52		-14,403.51
03/31/2022	3-221422	BGE, Inc.	Engineering Fees - Lee Tract Waterline Extension	1,634.80		-16,038.31
Total 12787 - Lee Annexation				46,038.31	30,000.00	-16,038.31
<b>12788 - Barents Annexation</b>						
08/31/2019	Rept	BBVA	Barents Annexation Deposit - Ida Gilbert		5,000.00	5,000.00
08/31/2019	Rept	BBVA	Barents Annexation Deposit - GAP Plumbing Inc.		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	Rept	BBVA	Barents Annexation Deposit - Champ Auto Gro...		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 Feasibility	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 Feasibility	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 Feasibility	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 Feasibility	883.59		-13,076.48
06/30/2020	6-200423	BGE, Inc.	Engineering Fees - Barents Drive LS Feasibility	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 Feasibility	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
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 engineer		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	250.00		-26,975.01
10/31/2021	9495317946	Norton Rose Fulbright US LLP	12th Annexation	200.00		-27,175.01
11/30/2021	9495324857	Norton Rose Fulbright US LLP	12th Annexation	520.00		-27,695.01
12/31/2021	9495330927	Norton Rose Fulbright US LLP	12th Annexation	150.00		-27,845.01
01/31/2022	9495336660	Norton Rose Fulbright US LLP	12th Annexation	55.00		-27,880.01
Total 12788 - Barents Annexation				43,037.02	15,157.01	-27,880.01
<b>12790 - Country Scramble</b>						
02/29/2020	2-200526	BGE, Inc.	Engineering Fees - Country Scramble	13,193.61		-13,193.61
03/31/2020	3-200229	BGE, Inc.	Engineering Fees - Country Scramble	585.93		-13,779.54
04/30/2020	4-200355	BGE, Inc.	Engineering Fees - Country Scramble	353.31		-14,132.85
05/31/2020	5-200206	BGE, Inc.	Engineering Fees - Country Scramble	390.62		-14,523.47
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 audit		14,525.47	-585.93
06/02/2021	AJE 3R		Reverse of GJE AJE 3 -- To adjust Fund Balanc...	14,525.47		-15,111.40
Total 12790 - Country Scramble				29,636.87	14,525.47	-15,111.40
<b>TOTAL</b>				<b>118,712.20</b>	<b>59,682.48</b>	<b>-59,029.72</b>



# Sales Tax Revenue History

Harris County MUD No. 109

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2018	\$6,828	\$6,158	\$7,730	\$6,930	\$7,116	\$6,632	\$5,430	\$6,434	\$5,972	\$6,345	\$5,322	\$6,267	\$77,163
2019	\$5,893	\$6,065	\$7,408	\$1,957	\$6,274	\$6,053	\$6,211	\$6,128	\$5,846	\$6,457	\$5,596	\$6,855	\$70,743
2020	\$4,731	\$7,165	\$6,772	\$6,430	\$6,900	\$7,374	\$6,906	\$6,552	\$7,243	\$7,347	\$6,362	\$7,490	\$81,272
2021	\$7,086	\$5,898	\$9,019	\$8,285	\$8,362	\$8,363	\$7,440	\$6,140	\$8,807	\$7,190	\$7,212	\$8,672	\$92,475
2022	\$6,943	\$6,859											\$13,802
<b>Total</b>	<b>\$36,915</b>	<b>\$37,849</b>	<b>\$38,314</b>	<b>\$29,324</b>	<b>\$35,344</b>	<b>\$36,534</b>	<b>\$31,570</b>	<b>\$30,476</b>	<b>\$34,901</b>	<b>\$34,248</b>	<b>\$30,376</b>	<b>\$36,508</b>	<b>\$412,360</b>



# Cash Flow Forecast

## Harris County MUD 109

	5/23	5/24	5/25	5/26	5/27
Assessed Value	\$776,843,953	\$776,843,953	\$776,843,953	\$776,843,953	\$776,843,953
Maintenance Tax Rate	\$0.190	\$0.190	\$0.190	\$0.190	\$0.190
Maintenance Tax	\$1,446,483	\$1,446,483	\$1,446,483	\$1,446,483	\$1,446,483
% Change in Water Rate		1.00%	1.00%	1.00%	1.00%
% Change in Wastewater Rate		3.00%	3.00%	3.00%	3.00%
% Change in NHCRWA		10.00%	10.00%	10.00%	10.00%
% Change in Expenses		5.00%	5.00%	5.00%	5.00%
<b>Beginning Cash Balance 6-1-2021</b>	<b>\$3,768,001</b>	<b>\$3,738,307</b>	<b>\$3,612,887</b>	<b>\$3,474,712</b>	<b>\$3,636,226</b>
<b>Revenues</b>					
Maintenance Tax	\$1,446,483	\$1,446,483	\$1,446,483	\$1,446,483	\$1,446,483
Water Revenue	510,000	515,100	520,251	525,454	530,708
Wastewater Revenue	617,900	636,437	655,530	675,196	695,452
NHCRWA Revenue	1,239,600	1,363,560	1,499,916	1,649,908	1,814,898
Other	271,678	285,262	299,525	314,501	330,226
<b>Total Revenues</b>	<b>\$4,085,661</b>	<b>\$4,246,842</b>	<b>\$4,421,706</b>	<b>\$4,611,542</b>	<b>\$4,817,768</b>
<b>Expenses</b>					
NHCRWA	\$1,572,800	\$1,730,080	\$1,903,088	\$2,093,397	\$2,302,736
Other Expenses	1,992,555	2,092,183	2,196,792	2,306,631	2,421,963
<b>Total Expenses</b>	<b>\$3,565,355</b>	<b>\$3,822,263</b>	<b>\$4,099,880</b>	<b>\$4,400,028</b>	<b>\$4,724,700</b>
<b>Net Surplus</b>	<b>\$520,306</b>	<b>\$424,580</b>	<b>\$321,826</b>	<b>\$211,514</b>	<b>\$93,069</b>
<b>Capital Outlay</b>					
Capital Outlay - AJOB	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
WP 1 Booster Pump Improvements	0	0	0	0	0
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
Lift Station No. 1	0	0	0	0	0
Lift Station No. 3	0	0	0	0	0
Lift Station No. 5	0	0	0	0	0

HC 46 Water Interconnect	0	50,000	0	0	0
Manholes Valve Rehab	250,000	0	0	0	0
Manholes Survey	0	0	0	0	0
FM 1960 Change Order	0	0	0	0	0
Water Valve Survey	0	0	0	0	0

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<b>Total Capital Outlay</b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>\$460,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
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<b>Construction Surplus</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>Ending Cash Balance</b>	<b>\$3,738,307</b>	<b>\$3,612,887</b>	<b>\$3,474,712</b>	<b>\$3,636,226</b>	<b>\$3,679,294</b>
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**Operating Reserve % of Exp**

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Percentage	105%	95%	85%	83%	78%
Number of Months	13	11	10	10	9

**Bond Authority**

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Remaining Bonding Capacity - \$12,950,000

# 2022 AWBD Annual Conference

Harris County MUD No. 109

Thursday, June 23 - Saturday, June 25, 2022

Fort Worth Convention Center - Fort Worth, 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](http://www.awbd-tx.org)** (For log in assistance, contact Taylor Cavnar: [tcavnar@awbd-tx.org](mailto:tcavnar@awbd-tx.org))

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

All hotel reservations are the sole responsibility of each attendee.

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

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

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

## Registration Dates

Late Registration                      Begins              5/12/2022              \$575

## Cancellation Policy

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 05/11/22.

There will be no refunds after 05/11/22.

## 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.

# Adopted Budget

Harris County MUD No. 109 - Fiscal Year Ending May 2023

	<b>Eleven Month Actuals</b> 6/2021 - 4/2022	<b>Twelve Months Annualized</b> FYE 5/2022	<b>Approved</b> 2022 Budget	<b>Adopted</b> 2023 Budget
<b>Revenues</b>				
14110 · Water - Customer Service Revenu	456,933	504,933	537,400	510,000
14112 · Surface Water - Reserve	1,046,815	1,147,815	1,215,000	1,239,600
14140 · Connection Fees	21,900	23,891	9,700	24,100
14150 · Tap Connections	2,535	2,535	15,000	15,000
14210 · Sewer - Customer Service Fee	560,839	611,824	642,200	617,900
14220 · Inspection Fees	9,791	10,681	10,100	10,800
14310 · Penalties & Interest	62,326	67,992	40,000	72,000
14330 · Miscellaneous Income	613	669	1,200	1,200
14340 · COH Rebate	86,433	93,293	83,200	94,200
14350 · Maintenance Tax Collections	1,345,833	1,345,833	1,068,216	1,446,483
14370 · Interest Earned on Temp. Invest	9,586	10,458	14,169	42,257
14380 · Interest Earned on Checking	33	36	400	20
14650 · Water Sales to HC 151	11,008	12,008	10,320	12,100
<b>Total Revenues</b>	<b>\$3,614,645</b>	<b>\$3,831,968</b>	<b>\$3,646,905</b>	<b>\$4,085,661</b>
<b>Expenditures</b>				
16010 · Operations - Water	97,224	106,062	83,300	109,200
16030 · Operations - Sewer	25,294	27,594	27,700	28,400
16110 · Tap Connection Expense	375	375	7,000	7,000
16120 · Surface Water Fee	1,196,339	1,456,339	1,367,100	1,572,800
16130 · Maintenance & Repairs - Water	233,005	254,187	409,500	261,800
16140 · Chemicals - Water	42,600	46,472	41,900	47,900
16150 · Laboratory Expense - Water	3,897	4,251	3,900	4,400
16160 · Utilities	104,565	114,071	109,800	115,200
16180 · Reconnections	9,255	10,096	7,600	10,400
16190 · Disconnect Expense	2,475	2,700	3,400	2,800
16200 · Mowing - Water	11,957	13,043	15,100	13,400
16210 · Inspection Expense	3,195	3,485	900	3,600
16220 · Purchase Sewer Service	487,560	531,559	516,302	547,500
16230 · Maintenance & Repairs - Sewer	168,762	184,104	215,800	189,600

# Adopted Budget

Harris County MUD No. 109 - Fiscal Year Ending May 2023

	Eleven Month Actuals 6/2021 - 4/2022	Twelve Months Annualized FYE 5/2022	Approved 2022 Budget	Adopted 2023 Budget
16240 · Chemicals - Sewer	608	663	1,500	700
16250 · Lab Fees - Sewer	776	846	1,900	900
16280 · Mowing - Sewer	10,709	11,682	13,700	12,000
16320 · Arbitrage Expense	11,300	11,300	3,250	3,250
16327 · TCEQ Fees	3,368	5,584	5,900	5,600
16330 · Legal Fees	56,440	61,571	53,000	63,400
16340 · Auditing Fees	16,750	16,750	16,400	16,800
16350 · Engineering Fees	48,802	53,239	80,000	80,000
16354 · GIS Expense	0	0	2,000	2,000
16360 · Garbage Expense	3,857	4,208	4,500	4,300
16370 · Election Expense	352	352	10,000	0
16380 · Permit Expense	7,017	7,017	7,200	7,200
16390 · Telephone Expense	8,940	9,753	10,400	10,000
16420 · Service Account Collection	33,273	36,298	25,000	37,400
16430 · Bookkeeping Fees	29,464	33,500	33,500	40,000
16460 · Printing & Office Supplies	26,028	28,395	29,300	29,200
16480 · Delivery Expense	1,120	1,222	200	1,300
16520 · Postage	30,128	32,866	33,500	33,900
16530 · Insurance & Surety Bond	0	31,001	28,800	31,001
16540 · Travel Expense	116	126	100	100
16550 · Website Expense	588	641	800	700
16560 · Miscellaneous Expense	3,749	4,090	3,700	4,200
16570 · AWBD Expense	5,155	5,155	7,800	7,800
16580 · Bank Fees	1,109	1,210	220	1,200
16590 · Security Monitoring	9,155	9,987	14,900	10,300
16592 · Security Patrol Expense	148,733	167,325	148,740	223,104
16600 · Payroll Expenses	22,284	24,309	24,300	25,000
<b>Total Expenditures</b>	<b>\$2,866,321</b>	<b>\$3,313,429</b>	<b>\$3,369,912</b>	<b>\$3,565,355</b>

## Other Revenues

# Adopted Budget

Harris County MUD No. 109 - Fiscal Year Ending May 2023

	Eleven Month Actuals 6/2021 - 4/2022	Twelve Months Annualized FYE 5/2022	Approved 2022 Budget	Adopted 2023 Budget
14720 · Transfer from Operating Reserve	0	0	508,006	29,694
<b>Total Other Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$508,006</b>	<b>\$29,694</b>
<b>Capital Outlay</b>				
17000 · Capital Outlay	50,370	50,370	785,000	550,000
17010 · Capital Outlay - Barents Dr L/S	7,440	7,440	0	0
<b>Total Capital Outlay</b>	<b>\$57,811</b>	<b>\$57,811</b>	<b>\$785,000</b>	<b>\$550,000</b>
<b>Net Excess Revenues &lt;Expenditures&gt;</b>	<b>\$690,514</b>	<b>\$460,728</b>	<b>\$0</b>	<b>\$0</b>

## SECOND AMENDED AND RESTATED AGREEMENT FOR BOOKKEEPING SERVICES

THIS SECOND AMENDED AND RESTATED AGREEMENT FOR BOOKKEEPING SERVICES (this "Agreement") is made as of the 17th day of May, 2022, by and between HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109, OF HARRIS COUNTY, TEXAS, a body politic and corporate and a governmental agency of the State of Texas, operating under the provisions of Chapter 49 and Chapter 54, Texas Water Code, as amended, and Article XVI, Section 59 of the Constitution of the State of Texas (the "District"), and MUNICIPAL ACCOUNTS & CONSULTING, L.P., a Texas limited partnership, (the "Bookkeeper") in consideration of the mutual covenants and agreements herein contained.

### ARTICLE I

Bookkeeper shall render the following services to the District:

1. Establish and maintain, if applicable, checking accounts, journals and ledgers pertaining to the District's Debt Service Fund, Capital Projects Fund, and General Operating Fund all in accordance with generally accepted accounting procedures, the laws of the State of Texas, policies and regulations adopted by the Board of Directors of the District (the "Board"), and the requirements of the Texas Commission on Environmental Quality, and in such a manner that excessive auditing procedures or adjustments by the auditors are not required.
2. Reconcile all accounts at least every thirty (30) days, and promptly report any discrepancies to the appropriate depository institution and the Board at its next meeting.
3. Maintain a summary general ledger for the Tax Fund from reports supplied by the District's Tax Assessor-Collector.
4. Prepare and present for Board approval all checks, with invoices attached, drawn on the District's Debt Service Fund, Capital Projects Fund, and General Operating Fund.
5. Prepare annual budget for the General Operating Fund.
6. Prepare IRS Forms W-2, W-3 and 941, and otherwise comply with the provisions of the Internal Revenue Code, as amended from time to time, with respect to the payment of fees of office for each member of the Board, unless such duties are contractually assumed by a third party payroll provider.
7. At each meeting of the Board (but not more often than monthly), prepare and present a cash flow report and account balance report indicating all activity within each of the above funds and the current distribution and investment of moneys within each fund and prepare and present an actual versus budget comparison statement and Balance Sheet in the General Operating Fund.
8. Complete postings and close all journals and ledgers within forty-five (45) days after the end of District's fiscal year.
9. Travel to and attend the District's Board of Directors meetings.



10. Prepare Internal Revenue Service Forms 1099 and 1096.
11. Correct vendor invoices/reports.
12. Prepare audit schedules.
13. Be accessible to the District's auditor to efficiently perform the annual audit, including use of Bookkeeper's office facilities during the field audit.
14. To the extent the District enters into a payroll processing service agreement (a "Payroll Agreement") with a third party vendor, Bookkeeper shall handle all responsibilities and obligations of the District thereunder.

All such services shall be rendered in a professional, competent and timely manner and in accordance with the provisions of the District's order establishing policies for investment of District funds, as same may be amended from time to time (the "Investment Policy"). Bookkeeper shall promptly pay or reimburse the District for any financial liabilities incurred by the District that arise out of Bookkeeper's acts or omissions in handling the District's responsibilities and obligations set forth in a Payroll Agreement .

## ARTICLE II

As consideration for the services rendered by the Bookkeeper to the District as set forth in Article I above, the District shall pay the Bookkeeper an hourly fee based upon Bookkeeper's current hourly rates as shown on **Exhibit A** attached hereto and incorporated herein for all purposes. Bookkeeper's, and if so elected hereunder, the Investment Officer's, hourly rates are subject to annual revision in January of each year that this Agreement is in force. Bookkeeper shall provide District with a revised schedule of hourly rates at least thirty (30) days prior to the institution of same.

If the District so elects in accordance with Texas Water Code Section 49.1571, Mark M. Burton and Ghia Lewis, or such other employee(s) of Bookkeeper as the District and Bookkeeper may agree to in writing, shall jointly serve as the District's Investment Officer and as such, shall comply with all terms and provisions of the Investment Policy and all applicable laws, including but not limited to, the Public Funds Investment Act, Texas Local Government Code, Chapter 2256, as may be amended from time to time. Should the District elect for the above employee(s) of Bookkeeper to serve as the District's Investment Officer, the District shall pay an hourly fee for such services based upon Bookkeeper's current hourly rates as shown on **Exhibit A** attached hereto and incorporated herein for all purposes, which services shall include the preparation of the quarterly report of investment transactions as required by the Investment Policy and arranging for appropriate security of District funds as required by the Investment Policy.

At each District bond funding, the Bookkeeper shall supply the District's Financial Advisor with Debt Service Fund balances; verify bond funds to be deposited into the District's Debt Service Fund, Capital Projects Fund, and General Operating Fund; establish schedules for anticipated payment of future construction pay estimates; invest all surplus bond proceeds; wire and/or disburse District funds in accordance with instructions from the Board; arrange for appropriate security of District funds as required by law and the Investment Policy; prepare annual Debt Service Requirement Schedules in connection with the levy of taxes; prepare outstanding debt service obligation schedules and amendments to same if the District sells bonds as required by the

Attorney and/or Financial Advisor for the District in order to comply with the Texas Water Code, all of which services shall be paid at the rate set forth in **Exhibit A**.

In addition to the fees set forth above, the District shall pay the Bookkeeper for all out-of-pocket expenses reasonably and necessarily incurred by Bookkeeper in the performance of the services described herein, including but not limited to, printing, reproduction of documents, fax, long distance telephone calls, document storage and retention, data storage, travel expense, courier services, and postage.

### ARTICLE III

The District shall instruct all contractors, vendors and service representatives of the District to submit all bills and invoices to Bookkeeper at least five (5) days prior to any scheduled meetings of the Board, or in accordance with the deadline for the Bookkeeper's report as required by the Board. It is understood that any bill or invoice submitted subsequent to said five (5) day period shall be paid if possible at said meeting, but will not necessarily be reflected on the cash flow report. Bills, invoices and/or reports requested to be prepared for any scheduled meeting after this cutoff date shall be billed at Bookkeeper's hourly rates as shown on **Exhibit A**.

### ARTICLE IV

All records and documents related to the services of the Bookkeeper to the District hereunder shall be the District's property. The District and the Bookkeeper each acknowledge that the requirements of Chapter 552, Texas Government Code, as amended (the "Public Information Act"), and Chapters 201-205, Texas Local Government Code, as amended (the "Local Government Records Act," and together with the Public Information Act, the "Acts"), each apply to all public information, as defined by the Public Information Act, and all local government records, as defined by the Local Government Records Act, related to the relationship between the District and the Bookkeeper, and to any work carried out thereunder. The Bookkeeper covenants that it will comply with all requirements of the Acts, the District's Record Management Program, and all applicable rules, regulations, policies and retention schedules adopted thereunder. Upon termination of this Agreement, said records and documents, other than in proprietary form, shall be promptly delivered by the Bookkeeper to the District or the District's designee.

### ARTICLE V

Bookkeeper shall provide and maintain in full force and effect at Bookkeeper's expense insurance in the amount of \$3,000,000 ensuring that bookkeeper will faithfully account for all monies, which shall come into Bookkeeper's custody under terms of its service agreements. If the District elects, the bookkeeper shall also provide the District with a public employees blanket bond, acceptable to the District, in a minimum amount of \$10,000 or, if greater, the minimum amount required by law. The cost of such bond shall be borne by the District.

### ARTICLE VI

The term of this Agreement shall be for a period of one (1) year from the date hereof and shall continue thereafter for successive one-year periods until terminated by either party. This Agreement may be terminated at any time by either party hereto by providing thirty (30) days

advance written notice to the other party. All work associated with transitioning to or from another party will be billed at Bookkeeper's hourly rate. In the event the District incurs any early termination fees or similar financial liabilities by virtue of a Payroll Agreement that contains a longer termination notice provision than this Agreement, Bookkeeper shall reimburse the District for any early termination fees and other financial liabilities incurred in connection with termination of the Payroll Agreement on or about the date of termination of this Agreement pursuant to this Article VI.

## ARTICLE VII

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

Pursuant to Chapter 2252, Texas Government Code, Bookkeeper represents and certifies that, at the time of execution of this Agreement neither the Bookkeeper, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

Pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Bookkeeper hereby verifies that Bookkeeper, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

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

This Agreement shall supersede all other prior agreements between the District and Bookkeeper, including that certain Amended and Restated Agreement for Bookkeeping Services dated February 18, 2020, as the same may have been amended from time to time.

IN WITNESS WHEREOF, the District and the Bookkeeper have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date first set forth above.

HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 109, OF HARRIS COUNTY,  
TEXAS

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

MUNICIPAL ACCOUNTS &  
CONSULTING, L.P.

By \_\_\_\_\_  
Mark M. Burton, Managing Member  
The Asher Group, LLC, General Partner

Exhibit A  
**Municipal Accounts & Consulting, L.P.**  
*Rate Schedule*

<b>Position</b>	<b>Rate</b>
Accounting Assistant	\$ 125
Accounting Specialist	\$ 150
Sr. Accounting Specialist	\$ 175
Consultant	\$ 200
Sr. Consultant	\$ 225
Manager	\$ 250
Regional Manager	\$ 275
Director	\$ 300
Administrative Specialist	\$ 125
Sr. Administrative Specialist	\$ 150
Investment Specialist	\$ 175
Investment Consultant	\$ 200
IT Help Desk Support	\$ 175
IT End User Consultant	\$ 225
Bond per occurrence	\$ 4,000
Ban per occurrence	\$ 3,000
Refunding per occurrence	\$ 2,000
Investment Officer Fee per Month	\$ 100
Night Meeting Attendance after 4:30 p.m.	\$ 200

*\*\*Effective 1/1/22*



## ENGINEERING REPORT

May 16, 2022

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

**From:** Bill Kotlan, P.E.

District Engineer

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

**a. Utility Relocations related to FM 1960 Widening: Update**

Contractor is working on sewer force main. No action required.

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

Pay Estimate No. 11 in the amount of \$298,674.00 is recommended for approval. The work includes work on electrical gear and yard piping. Project is 60% complete by payment.

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

- 1. Approve Pay Estimate No. 11 to Schier Construction Company, Inc. for \$298,674.00**

**c. Barents Drive Lift Station**

Plans have been conditionally approved by the County and are at City of Houston for review.

**d. Lee Water Line Extension**

Pay Estimate No 1 in the amount of 47,868.30 is recommended for approval. This includes payment for all work less retainage.

**Action Item (Lee Water Line Extension):**

Exhibit F

Serving. Leading. Solving.™

BGE, Inc. • 1450 Lake Robbins Drive, Suite 310 • The Woodlands, Texas 77380 • 281-210-5570 • www.bgeinc.com

**Approve Pay Estimate No. 1 for \$47,868.30 for Underground Construction Solutions, LLC.**

**e. Wastewater Treatment Plant**

Bids will be received for new sluice gates today.

**Wastewater Treatment Plant Permit Renewal**

Permit renewal application is ready for submittal.

**Action Item: Recommend Board authorize BGE to submit TPDES Permit Renewal application.**

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



May 2, 2022

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

Attention: Cory Burton

Re: **Pay Estimate No. 1**  
Harris County MUD No. 109  
Lee Tract Water Line Extension  
BGE Job No. 8792-00

Dear Mr. Burton:

Enclosed herewith is Pay Estimate No. 1 from Underground Construction Solutions, LLC 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 in a cursive style.

Gary L. Goessler, PE  
Project Manager, Construction Management

TBPE Registration No. F-1046

cc: Juan Zamora – Underground Construction Solutions, LLC  
Dimitri Millas – Norton Rose Fulbright US LLP  
Jane Maher – Norton Rose Fulbright US LLP  
Bill Kotlan, PE – BGE  
Darrin Fentress, PE – BGE  
Chris Meinhardt, PE – BGE



**Lee Tract Water Line Extension**

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

Attention: Cory Burton

Contractor: Underground Construction Solutions, LLC  
5535 Memorial Dr. #1212  
Houston, Texas 77007

Attention: Juan Zamora

Pay Estimate No.	1
Original Contract Amount:	\$ 49,182.00
Change Orders:	\$ 8,325.00
Current Contract Amount:	\$ 57,507.00
Completed to Date:	\$ 53,187.00
Retainage 10%	\$ 5,318.70
Balance:	\$ 47,868.30
Less Previous Payments:	\$ -
Current Payment Due:	\$ 47,868.30

BGE Job No.	8792-00
Estimate Period:	03/21/22 - 04/25/22
Contract Date:	February 23, 2022
Notice to Proceed:	March 21, 2022
Contract Time:	60 Calendar Days
Time Charged:	36 Calendar Days
Approved Extensions:	0 Calendar Days
Time Remaining:	24 Calendar Days

Recommended for Approval:



5/2/22

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

Harris County MUD No. 109  
 Lee Tract Water Line Extension  
 BGE Job No. 8792-00  
 Pay Estimate No. 1

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b><u>UNIT A: BONDS AND MOBILIZATION</u></b>											
1.	Mobilization and Demobilization	1.00	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00
2.	Performance, Payment and Maintenance Bonds	1.00	LS	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00
<b>Unit A: Bonds and Mobilization - Subtotal</b>					\$ 4,000.00		\$ 4,000.00		\$ -		\$ 4,000.00
<b><u>UNIT B: WATER DISTRIBUTION SYSTEM</u></b>											
1.	C900-DR18 (class 235) P.V.C. Water Line (all depths)(including bends, wyes, crosses, plugs and clamps, reducers and tees):										
a.	8" Pipe	585.00	LF	\$ 45.00	\$ 26,325.00	585.00	\$ 26,325.00	0.00	\$ -	585.00	\$ 26,325.00
2.	Gate Valve and Box:										
a.	8" Pipe	2.00	EA	\$ 1,800.00	\$ 3,600.00	1.00	\$ 1,800.00	0.00	\$ -	1.00	\$ 1,800.00
3.	Fire Hydrants (including leads; all depths):	1.00	EA	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00
4.	Miscellaneous Items:										
a.	6-inch Wet Connection	1.00	EA	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
b.	Bore and Jack Water Line (not including casing)	223.00	LF	\$ 20.00	\$ 4,460.00	223.00	\$ 4,460.00	0.00	\$ -	223.00	\$ 4,460.00
c.	Trench Safety System	362.00	LF	\$ 1.00	\$ 362.00	362.00	\$ 362.00	0.00	\$ -	362.00	\$ 362.00

Harris County MUD No. 109  
 Lee Tract Water Line Extension  
 BGE Job No. 8792-00  
 Pay Estimate No. 1

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b>Unit B: Water Distribution System - Subtotal</b>					\$ 40,747.00		\$ 37,947.00		\$ -		\$ 37,947.00
<b><u>UNIT C: STORM WATER POLLUTION CONTROL</u></b>											
1.	Enforcement and Maintenance of TPDES Requirements for Duration of Contract	1.00	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00
2.	Reinforced Filter Fabric Fence	370.00	LF	\$ 3.00	\$ 1,110.00	370.00	\$ 1,110.00	0.00	\$ -	370.00	\$ 1,110.00
3.	Hydro-Mulch Seeding	0.20	AC	\$ 3,000.00	\$ 600.00	0.20	\$ 600.00	0.00	\$ -	0.20	\$ 600.00
<b>Unit C: Storm Water Pollution Control - Subtotal</b>					\$ 2,710.00		\$ 2,710.00		\$ -		\$ 2,710.00
<b><u>UNIT D: EXTRA PAY ITEMS</u></b>											
1.	Miscellaneous Excavation (\$4.00 per CY minimum)	50.00	CY	\$ 4.00	\$ 200.00	20.00	\$ 80.00	0.00	\$ -	20.00	\$ 80.00
2.	Class "A" Reinforced Concrete (6-inch thick) (\$20.00 per SY minimum)	20.00	SY	\$ 20.00	\$ 400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
3.	Bank Sand Backfill (\$18.00 per CY minimum)	25.00	CY	\$ 18.00	\$ 450.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	Cement Stabilized Sand (\$22.00 per CY minimum)	25.00	CY	\$ 22.00	\$ 550.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109  
 Lee Tract Water Line Extension  
 BGE Job No. 8792-00  
 Pay Estimate No. 1

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
5.	Offsite Disposal of Unsuitable Material (\$5.00 per CY minimum)	25.00	CY	\$ 5.00	\$ 125.00	25.00	\$ 125.00	0.00	\$ -	25.00	\$ 125.00
<b>Unit D: Extra Pay Items - Subtotal</b>					\$ 1,725.00		\$ 205.00		\$ -		\$ 205.00
Total Contract Amount:					\$ 49,182.00						
Change Order No. 1											
<b><u>ADD:</u></b>											
	Relocate connection to existing water line	1.00	LS	\$ 8,325.00	\$ 8,325.00	1.00	\$ 8,325.00	0.00	\$ -	1.00	\$ 8,325.00
Change Order No. 1 - Subtotal					\$ 8,325.00		\$ 8,325.00		\$ -		\$ 8,325.00
Change Order No. 2											
					\$ -		0.00 \$ -		0.00 \$ -		0.00 \$ -
Totals:					\$ 57,507.00		\$ 53,187.00		\$ -		\$ 53,187.00

**AFFIDAVIT AND RELEASE OF LIEN**

STATE OF TEXAS

COUNTY OF Harris

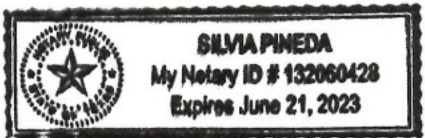
WHEREAS, the undersigned, Juan C. Zamora, who being duly sworn, on oath, says that he is the legal representative of UCS, LLC, has been employed by Harris Co. MUD 109, to furnish labor and materials for the installation of the Lee Tract WL Extension in Harris, Texas.

NOW THEREFOR, for and in consideration of the sum of 50,388.30 and other good and valuable consideration, the receipt of which is hereby anticipated, being payment in full for all labor and/or materials furnished by the undersigned up to and including 4/25, 2022, the undersigned hereby waives and releases any and all lien or claim of right of lien on said project or premises on account of labor and/or materials furnished and further states that all applicable taxes, State, Local and Federal, and all labor hired by him and all material purchased by him and used in the construction of said project improvements have been paid in full. The undersigned hereby warrants to defend HCO MUD #109 against any liens or other claims made by said laborers or suppliers of materials used in connection with said project.

Date 4/29/22

Underground Construction Solutions, LLC  
BY: [Signature]  
TITLE: owner

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 29th DAY OF April 2022.



Spineda 6-21-23  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT**

STATE OF Texas §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jocan C. Tomson the owner of Underground Construction Solutions, LLC ("CONTRACTOR"). CONTRACTOR has performed labor and furnished materials pursuant to that certain Contract entered into on the 23<sup>rd</sup> day of February, 2022, by and between CONTRACTOR and (OWNER), for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

Lee Tract WL Extension  
(OWNER). Harris Co. MOD #109

The undersigned, being by me duly sworn, states upon oath that the labor and/or materials supplied in connection with CONTRACTOR's Application for Partial Payment No. 7, dated 9/25/22 (the "Application Date"), represents the actual cost of good and workmanlike labor and/or sound materials that have been fabricated into the work in compliance with the agreed to plans and specifications (and all authorized changes thereto) and said Contract.

The undersigned further states that as of the Application Date, CONTRACTOR has paid in full all bills and claims for labor and/or materials supplied in connection with the aforesaid Partial Payment and that there are no outstanding unpaid bills or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials supplied in connection with the aforesaid Partial Payment.

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 a partial payment under said Contract is being made, and in consideration of the disbursement of said partial payment by OWNER.

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING

TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE.

Executed this 29th day of April, 2022.

Underground Construction Solutions LLC

By: Juan C. Zamora

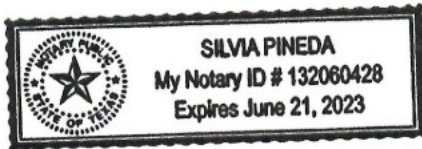
Name Printed: Juan C. Zamora

Title: Owner

STATE OF TEXAS §

COUNTY OF Harris §

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



Notary Public, State of Texas

Notary's Name Printed:

Silvia Pineda

My commission expires: 6-21-23



May 2, 2022

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

Attention: Ashleigh Bass

Re: **Pay Estimate No. 11**  
Harris County MUD No. 109  
Water Plant No. 2 Expansion  
BGE Job No. 7440-00

Dear Ms. Bass:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gary L. Goessler', written in a cursive style.

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 Brittmoore Rd.  
Houston, Texas 77043

Attention: Cory Burton

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

Attention: Jan McArthur

Pay Estimate No. 11  
Original Contract Amount: \$ 1,757,150.00  
Change Orders: \$ 196,524.19  
Current Contract Amount: \$ 1,953,674.19  
Completed to Date: \$ 1,183,086.19  
Retainage 10% \$ 118,308.62  
Balance: \$ 1,064,777.57  
Less Previous Payments: \$ 766,103.57  
Current Payment Due: \$ 298,674.00

BGE Job No. 7440-00  
Estimate Period: 04/01/22 - 04/30/22  
Contract Date: April 26, 2021  
Notice to Proceed: June 14, 2021  
Contract Time: 270 Calendar Days  
Time Charged: 321 Calendar Days  
Approved Extensions: 35 Calendar Days  
Requested Time Extensions: 37 Calendar Days  
Time Remaining: -16 Calendar Days

Recommended for Approval:



5/3/22

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

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 11

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b>UNIT A: BASE BID ITEMS</b>											
1.	Mobilization; Demobilization (complete project)										
	MOB	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
	Demob	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
2.	Bonds; Insurance; Permits (complete project)										
	Bonds & Insurance	1.00	LS	\$ 24,800.00	\$ 24,800.00	0.00	\$ -	1.00	\$ 24,800.00	1.00	\$ 24,800.00
	Permits	1.00	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	1.00	\$ 2,000.00
3.	Furnish and Install new 420,000 gallon Bolted Steel Ground Storage Tank factory coated with Thermoset Powder Epoxy including foundation with all required appurtenances; including Cathodic Protection. Complete in Place.										
	Foundation	1.00	LS	\$ 62,400.00	\$ 62,400.00	0.00	\$ -	1.00	\$ 62,400.00	1.00	\$ 62,400.00
	Tank Pad	1.00	LS	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	1.00	\$ 3,200.00	1.00	\$ 3,200.00
	TANK										
	a. Material	1.00	LS	\$ 167,800.00	\$ 167,800.00	0.00	\$ -	1.00	\$ 167,800.00	1.00	\$ 167,800.00
	b. Erection	1.00	LS	\$ 60,200.00	\$ 60,200.00	0.00	\$ -	1.00	\$ 60,200.00	1.00	\$ 60,200.00
	Cathodic Protection	1.00	LS	\$ 21,800.00	\$ 21,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Paint	1.00	LS	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	1.00	\$ 6,300.00	1.00	\$ 6,300.00
	Splash Pad	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.50	\$ 2,000.00	0.00	\$ -	0.50	\$ 2,000.00
	Sterilization	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	Booster Pump Station including foundation, pumps and motors, controls, piping, valves, supports, and appurtenances; Complete in Place.										
	Foundation	1.00	LS	\$ 30,800.00	\$ 30,800.00	0.00	\$ -	1.00	\$ 30,800.00	1.00	\$ 30,800.00
	PUMPS										
	a. Material	1.00	LS	\$ 68,600.00	\$ 68,600.00	0.00	\$ -	1.00	\$ 68,600.00	1.00	\$ 68,600.00
	b. Installation	1.00	LS	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 11

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
	PIPING										
	a. Material	1.00	LS	\$ 83,400.00	\$ 83,400.00	0.25	\$ 20,900.00	0.65	\$ 54,100.00	0.90	\$ 75,000.00
	b. Installation	1.00	LS	\$ 12,000.00	\$ 12,000.00	0.90	\$ 10,800.00	0.00	\$ -	0.90	\$ 10,800.00
	Pipe Supports	1.00	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00
	Paint	1.00	LS	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.	Operations Building including foundation, painting, and all appurtances; Complete in Place.										
	Foundation	1.00	LS	\$ 27,500.00	\$ 27,500.00	0.00	\$ -	1.00	\$ 27,500.00	1.00	\$ 27,500.00
	Walls -CMU	1.00	LS	\$ 14,200.00	\$ 14,200.00	0.00	\$ -	1.00	\$ 14,200.00	1.00	\$ 14,200.00
	Roof	1.00	LS	\$ 33,400.00	\$ 33,400.00	0.00	\$ -	1.00	\$ 33,400.00	1.00	\$ 33,400.00
	Doors	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	0.80	\$ 6,000.00	0.80	\$ 6,000.00
	HVAC	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.73	\$ 2,200.00	0.73	\$ 2,200.00
	Paint	1.00	LS	\$ 9,600.00	\$ 9,600.00	0.00	\$ -	1.00	\$ 9,600.00	1.00	\$ 9,600.00
	Misc - Lab Table, Burglar Bars	1.00	LS	\$ 3,200.00	\$ 3,200.00	1.00	\$ 3,200.00	0.00	\$ -	1.00	\$ 3,200.00
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	On-site Yard Piping and Appurtenances. Complete in Place.										
	PIPING										
	a. Material	1.00	LS	\$ 61,800.00	\$ 61,800.00	0.00	\$ -	0.65	\$ 40,100.00	0.65	\$ 40,100.00
	b. Installation	1.00	LS	\$ 27,900.00	\$ 27,900.00	0.00	\$ -	0.60	\$ 16,700.00	0.60	\$ 16,700.00
	Paint	1.00	LS	\$ 5,600.00	\$ 5,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Sterilization	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
7.	Demolition of existing electrical equipment, including MCC, generator, etc.										
	Paving	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00
	Electrical	1.00	LS	\$ 4,700.00	\$ 4,700.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 11

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
8.	Furnish and Install Electrical system, including but not limited to install all work shown as plans, MCC, automatic transfer switch, lighting and receptacles, service disconnect, instrumentation, modification to EST equipment, duct banks, grounding, and all required appurtenances; Complete in Place.										
	MCC Pad	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00
	Electrical	1.00	LS	\$ 454,000.00	\$ 454,000.00	0.52	\$ 237,560.00	0.07	\$ 29,640.00	0.59	\$ 267,200.00
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.	Installation of Weatherhead service equipment, reconnection of electrical service; Complete in Place.	1.00		\$ 6,000.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
10.	Site work, including site preparation, grading, drainage, swales, concrete paving, chain link fence, and site restoration; Complete in Place.										
	Site Preparation	1.00	LS	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	1.00	\$ 7,000.00
	Concrete Paving	1.00	LS	\$ 30,400.00	\$ 30,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Sidewalks	1.00	LS	\$ 8,800.00	\$ 8,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Bollards	1.00	LS	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Fence	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00
	Final Grading	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Hydromulch	1.00	LS	\$ 2,600.00	\$ 2,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
11.	Trench Safety System, including Trench Safety Plan, Complete In Place	1.00	LS	\$ 300.00	\$ 300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	<b>Unit A: Base Bid Items - Subtotal</b>				\$ 1,314,500.00		\$ 285,460.00		\$ 684,040.00		\$ 969,500.00

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 11

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b>UNIT B: SUPPLEMENTAL BID ITEMS</b>											
1.	"Extra" as directed, 550 KW Natural Gas Emergency Generator including sound attenuating enclosure, load bank, and foundations; Complete in Place.										
	Demo Existing Generator	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00
	Foundation & Load Bank	1.00	LS	\$ 21,100.00	\$ 21,100.00	1.00	\$ 21,100.00	0.00	\$ -	1.00	\$ 21,100.00
	Sidewalk	1.00	LS	\$ 7,200.00	\$ 7,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Bollards	1.00	LS	\$ 5,800.00	\$ 5,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	New Gas Generator	1.00	LS	\$ 373,800.00	\$ 373,800.00	0.00	\$ -	0.04	\$ 13,800.00	0.04	\$ 13,800.00
	Natural Gas Line	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Electrical	1.00	LS	\$ 8,200.00	\$ 8,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	O&M's	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
2.	"Extra" as directed, extend concrete drive for Generator access per plans, Complete in Place.	1.00	LS	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
3.	"Extra" as directed, Excavation and Backfill for Structure. Complete in Place. (\$5.00 CY Per minimum)	50.00	CY	\$ 5.00	\$ 250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	"Extra" as directed, Excavation, Trenching, and Backfill for Utilities. Complete in Place.	50.00	CY	\$ 5.00	\$ 250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.	"Extra" as directed, Reinforcing Steel. Complete in Place. (\$1,000 per TON minimum)	1.00	TON	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	"Extra" as directed, Cast in Place Concrete. Complete in Place. (\$200 per CY minimum)	10.00	CY	\$ 200.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 11

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
7.	"Extra" as directed, Ductile Iron Fittings, Complete in Place. (\$1,500 per TON minimum)	2.00	TON	\$ 1,500.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
8.	"Extra" as directed, 8-inch C905-DR18 PVC Pipe (all depths). Complete in Place. (\$25.00 per LF minimum)	40.00	LF	\$ 25.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.	"Extra" as directed, 16-inch C905-DR18 PVC Pipe (all depths). Complete in Place. (\$30.00 per LF minimum)	40.00	LF	\$ 30.00	\$ 1,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
10.	"Extra" as directed, 18-inch C905-DR18 PVC Pipe (all depths). Complete in Place. (\$35.00 per LF minimum)	10.00	LF	\$ 35.00	\$ 350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
11.	"Extra" as directed, Site Improvements. Complete in Place. (\$2,000 minimum)	1.00	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Unit B: Supplemental Bid Items - Subtotal</b>					\$ 442,650.00		\$ 21,100.00		\$ 16,800.00	\$ 37,900.00	
Total Contract Amount:					\$ 1,757,150.00						
<hr/>											
Change Order No. 1											
<b><u>ADD:</u></b>											
	Addition of a restroom in the operations building, 3" water supply line, grinder station and 2" sanitary force main	1.00	LS	\$ 175,000.00	\$ 175,000.00	0.13	\$ 23,100.00	0.71	\$ 125,000.00	0.85	\$ 148,100.00
	Removal of Cathodic System from Scope	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00

Harris County MUD No. 109  
 Water Plant No. 2 Expansion  
 BGE Job No. 7440-00  
 Pay Estimate No. 11

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b><u>DELETE:</u></b>											
3.	Furnish and Install new 420,000 gallon Bolted Steel Ground Storage Tank factory coated with Thermoset Powder Epoxy including foundation with all required appurtenances; including Cathodic Protection. Complete in Place.										
	Cathodic Protection	-1.00	LS	\$ 21,800.00	\$ (21,800.00)	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Change Order No. 1 - Subtotal				\$ 156,200.00		\$ 23,100.00		\$ 128,000.00		\$ 151,100.00
Change Order No. 2											
<b><u>ADD:</u></b>											
	Generator Price Increase	1.00	LS	\$ 15,738.00	\$ 15,738.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	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		\$ -		\$ 22,386.19		\$ 22,386.19
Change Order No. 3											
<b><u>ADD:</u></b>											
	Bore Casing for 2" Force Main	1.00	LS	\$ 2,200.00	\$ 2,200.00	1.00	\$ 2,200.00	0.00	\$ -	1.00	\$ 2,200.00
					\$ 2,200.00		\$ 2,200.00		\$ -		\$ 2,200.00
	Totals:				\$ 1,953,674.19		\$ 331,860.00		\$ 851,226.19		\$ 1,183,086.19

**CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT**

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"). CONTRACTOR has performed labor and furnished materials pursuant to that certain Contract entered into on the 26th day of April, 2021 by and between CONTRACTOR and **Harris County Municipal Utility District No. 109**, 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."**

The undersigned, being by me duly sworn, states upon oath that the materials supplied in connection with CONTRACTOR's Application for Partial Payment No. 11, dated 4/29/2022 (the "Application Date"), represents the actual cost of sound materials that have been or will be fabricated into the Work in compliance with the agreed to plans and specifications (and all authorized changes thereto).

The undersigned further states that as of the Application Date, CONTRACTOR has paid all bills and claims for materials supplied in connection with the aforesaid Partial Payment, and that there are no outstanding unpaid bills or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against OWNER or the property where the labor and/or materials were installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have as a result of, or in connection with, the labor and/or materials supplied in connection with the aforesaid Partial payment.

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 a partial payment under said Contract is being made, and in consideration of the disbursement of said partial payment by OWNER.



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

Executed this 29th day of April, 2022.

SCHIER CONSTRUCTION COMPANY, INC.

By:

James E. Schier

Name

James E. Schier

Printed:

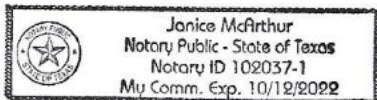
President

Title:

STATE OF TEXAS §

COUNTY OF Harris §

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



Janice McArthur

Notary Public, State of Texas

Notary's Name Printed: Janice McArthur

My commission expires: 10/12/2022



### REQUEST FOR EXTENSION OF TIME

PROJECT: HARRIS COUNTY MUD NO. 109

OWNER: HARRIS COUNTY MUD NO. 109

ATTENTION: Don Williams

JOB NUMBER: 7439-00

We request extension of completion time on our Contract in the amount of **2** Calendar Days specified as follows:

Month: April 1 - 30, 2022

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Reasons for Request: JOB SITE TOO WET TO WORK

SCHIER CONSTRUCTION CO., INC.  
(Contractor)

By: *James F. Schier*

\_\_\_\_\_ Recommend approval for extension of \_\_\_\_\_ calendar days.

\_\_\_\_\_ Recommend disapproval. (See following comments)

\_\_\_\_\_  
\_\_\_\_\_

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

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



# 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 April 2022

### Categories

Burglary Habitation: 0	Burglary Vehicle: 2	Theft Habitation: 0
Theft Vehicle: 0	Theft Other: 3	Robbery: 0
Assault: 0	Sexual Assault: 1	Criminal Mischief: 1
Disturbance Family: 8	Disturbance Juvenile: 1	Disturbance Other: 6
Alarms: 12	Suspicious Vehicles: 15	Suspicious Persons: 9
Runaways: 1	Phone Harrassment: 0	Other Calls: 627

### 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
D17	59	37	7	0	0	22	0	1	855	19
E129	35	24	15	0	3	13	0	6	515	12
E130	40	20	8	0	2	9	0	3	907	18
TOTAL	134	81	30	0	5	44	0	10	2277	49

### Summary of Events

#### Alarms:

Deputies responded to 12 alarm calls that were cleared as false.

#### Checks:

Deputies conducted 290 combined 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.

19900 Timber Forest Dr- Deputy initiated a traffic stop. The violator was found to be in possession of drug paraphernalia and was cited.

5400 FM 1960 Rd E – Deputy initiated a traffic stop. The violator was determined to be intoxicated and arrested for DWI.

Exhibit G

### Burglar Motor Vehicle:

20600 W Lake Houston Pkwy – Deputy responded to a burglary motor vehicle. Investigation revealed unknown suspect unlawfully entered the complainant's unlocked vehicle, ransacked it, and fled undetected.

5600 Mossy Timbers Dr - Deputy responded to a burglary of motor vehicle call. Investigation revealed that unknown suspect entered the unlocked vehicle and took items and left undetected. Report was completed.

### Theft other:

4500 FM 1960 Rd E- Deputy responded to a theft call. Investigation revealed an unknown subject(s) took the AC unit from the business without the owner's permission.

19100 Moon Trail Dr- Deputies responded to a theft type call. Investigation revealed that unknown suspect(s) had stolen the complainant catalytic converter.

5600 FM 1960 Rd E- Deputies responded to a theft type call. Investigation revealed that unknown suspect(s) had stolen the complainant catalytic converter.

### Sexual Assault:

4900 Woodland Meadows Ln – Deputy responded to an outcry of sexual assault. The investigation was referred to detectives with Crimes Against Children.

### Criminal Mischief:

20700 Fawn Timber Trl- Deputies responded to a call for service. Investigations revealed that unknown subject(s) damage complainant door handle and ignition.

### Family Disturbance:

19800 Burle Oak Dr- Deputy responded to a family disturbance. Investigation revealed family members engaged in a physical altercation. No charges filed.

19800 Swiftbrook Dr- Deputy responded to a family disturbance. Investigation revealed family members engaged in a verbal argument. No charges filed.

19800 Swiftbrook Dr- Deputy responded to a family disturbance. Investigation revealed family members engaged in a verbal argument. No charges filed however, the suspect was arrested for open warrants.

30 New Oak Trl- Deputy responded to a family disturbance. Investigation revealed family members engaged in a verbal argument. No charges filed.

19300 Spoonwood Ct.- Deputy responded to a family disturbance call. Investigation revealed family members engaged in an altercation. No charges were filed, however one party had warrants and was arrested.

19300 Spoonwood Ct - Deputy responded to a family disturbance call. Investigation revealed family members engaged in an altercation. No charges were filed,

5500 Enchanted Timbers Dr- Deputy responded to a family disturbance call. Investigation revealed family members engaged in an altercation. No charges were filed.

19500 Merrillwood Dr – Deputy responded to a family disturbance call. Investigation revealed a family member was being harassed. An arrest warrant for Harassment was filed against the known male.

#### Juvenile Disturbance:

20000 Timber Forest Dr- Deputies responded to a juvenile disturbance at the park. The subjects were told to leave and did so.

#### Suspicious Vehicles:

Deputies responded to 15 suspicious vehicle calls within the community. All of these incidents were investigated and cleared without further action required.

#### Suspicious Persons:

Deputies responded to 9 suspicious person calls within the community. All of these incidents were investigated and cleared without further action required.

20100 Misty Pines Dr – Deputy responded to a suspicious person call. Investigation revealed an unknown person was observed near the complainant's property. She requested to file a report.

#### Runaway:

5700 Upper Lake Dr - Deputy responded to a runaway call. Investigation revealed that juvenile left residence to unknown location without consent.

#### Other:

5500 Deer Timbers Trl – Deputy responded to a credit card abuse call. Investigation revealed an unknown suspect used the complainant's credit card information to obtain goods.

20200 Timber Forest Dr- Deputy responded to a fraudulent use of identification call. Investigations revealed that unknown suspect(s) filed taxes under his name without consent.

18300 Atascocita Meadows Dr- Deputies responded to a welfare check. Investigation revealed a child was found outside alone. The parents were located and no further action required.

5600 FM 1960 RD E- Deputy responded to a trespass call. Investigation revealed a female was causing a disturbance at a business and was issued a trespass warning.

5600 FM 1960 RD E- Deputy responded to a trespass call. Investigation revealed a male was causing a disturbance at a business and was issued a trespass warning.

30 New Oak Trl- 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.

20200 Misty Pines- 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.

19900 Burle Oak 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.

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.

20000 Timber Forest Dr – Deputy conducted a sex offender verification and completed a report after not being able to confirm the subject's address.

4800 FM 1960 Rd E – Deputy responded to a fail to stop and give information call. Investigation revealed a minor accident occurred and one party fled the scene.

19800 Timber Forest Dr – Deputy observed an abandoned vehicle causing a traffic hazard. The vehicle was therefore towed.

4000 FM 1960 Rd E – Deputy responded to a minor accident. Investigation revealed one party was under the influence and arrested for DWI.

4000 FM 1960 Rd E – Deputy responded to a minor accident. Investigation revealed one party was under the influence and arrested for DWI.

5600 Forest Timbers Dr- Deputy responded to a fraudulent use of identification call. Investigation revealed unknown suspect used the complainant's information open an account.

5000 Upper Lake Dr – Deputy responded to an aggressive animal call. Investigation revealed the complainant pepper sprayed a loose dog that approached him while walking his own dog. No dog bite reported.

19700 River Brook Ct - Deputy responded to a meet the citizen call. Investigation revealed the complainant's vehicle was repossessed. When he made arrangements to have the vehicle returned, the personal items within were no longer accounted for.

6000 Silent Oaks Dr – Deputy conducted a sex offender verification and completed a report after not being able to confirm the offender's residence.

19500 Spoonwood Dr – Deputy responded to a meet the citizen call. Investigation revealed the complainant sent private pictures to an unknown "female" on social media who then turned around and attempted to scam him while threatening to share the photographs.

5300 Enchanted Mist Dr – Deputy responded to a fraudulent use of identification call. Investigation revealed the complainant sent a check in the mail and it never made it's destination due to being cashed by an unknown suspect.

19300 Wellswood Ct – Deputy responded to a meet the citizen call. Investigation revealed the parent wanted to report that she did not like the way a babysitter treated her children while they were at the babysitter's residence in a different neighborhood.

**WWWMS, INC.**  
**HARRIS COUNTY MUD # 109**  
**OPERATIONS REPORT**  
**Tuesday, May 17, 2022**

**BILLING AND COLLECTION RECAP:**

**DEPOSITED IN YOUR ACCOUNT LAST MONTH:**

Period Ending:	Apr-22
Deposit:	\$ 4,450.00
Penalty:	\$ 3,401.56
Water:	\$ 48,740.62
Sewer:	\$ 47,459.65
Inspection:	\$ 441.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 5,470.82
NHCRWA:	\$ 68,508.81
Reconnect:	\$ -
NSF Fee:	\$ 140.00
<b>Total Collections:</b>	<b>\$ 178,612.46</b>

**CURRENT BILLING:**

Period Ending:	May-22
Deposit:	\$ -
Penalty:	\$ 4,903.99
Water:	\$ 43,498.10
Sewer:	\$ 53,495.29
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 2,680.00
NHCRWA:	\$ 95,521.48
<b>Total Billing:</b>	<b>\$ 200,899.86</b>

**CUSTOMER AGED RECEIVABLES:**

30 Day	28%	\$ 55,537.29
60 Day	6%	\$ 11,835.69
90 Day	0%	\$ 985.16
120 Day	6%	\$ 11,998.45
Overpayments		\$ (11,951.48)
<b>Total Receivables:</b>		<b>\$ 68,405.11</b>

**HGCSO PERIOD: 4/1/22 THRU 4/30/22**

**Period 6/1/21 thru 5/31/22**

**MONTHLY TOTAL**

Gallons Authorized:	450.000	MG
Current Month Produced:	27.090	MG
Cum. Gallons Produced:	289.394	MG
Auth. Gallons Remaining:	160.606	MG
Avg. Gallons Per Month:	26.309	MG
Permit Months Remaining:	1	

**WATER PLANT OPERATIONS:**

**Period: 4/1/2022 thru 4/30/2022**

**MONTHLY TOTAL**

Production:	26.228	MG
Amount Purchased:	0.000	MG
Total Amount:	26.228	MG
Consumption: (Billed)	21.959	MG
Accounted for Maint. (Flushing)	1.700	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	24.459	MG
Daily Average Production:	0.874	MG
Percent Accounted For:	93.26%	

**Mainline breaks**

**NEW METER INSTALLATIONS:**

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

**CONNECTION COUNT:**

Residential:	2970
Commercial:	130
Clubs/Schools:	1
Irrigation:	19
Vacant:	36
Builders:	23
Vacation:	0
No Bill:	6
	3185
New Finals and Transfers	-32
	<b>3153</b>

**ACCOUNTS SENT TO COLLECTIONS:**

Total of (0)

## HARRIS COUNTY MUD #109

### ACTIVITY REPORT

May 17, 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 April 2022
- D.) Billing / Recap Summary Report

Item 2: Water Plant 2

- A.) Contractor connected into the 16 inch water main line, see attached pictures.

Item 3: Lift Station 1, 2, 3, 5 and 6 - Semi-Annual Cleaning has been completed.

Item 4: Consumer Confidence Report

- A.) CCR draft report will be submitted to counselor for review.

Item 5: Deer Timbers (FYI)

- A.) Customer has reported ongoing leaks around her foundation and property several times last month. Resident is accusing neighbors of theft of her services for water, electricity and sewer line.

Item 6: Texas Crawfish Update

- A.) We now have a third party involved in this project. Requested owner to submit plans to show water and sewer connections.  
See attached plans. No action has been taken at this time.

Item 7: Fire Hydrants

- A.) Completed fire hydrant flushing and inspections.

Item 8: Cut off Report

- A.) Approve to proceed with cut offs.

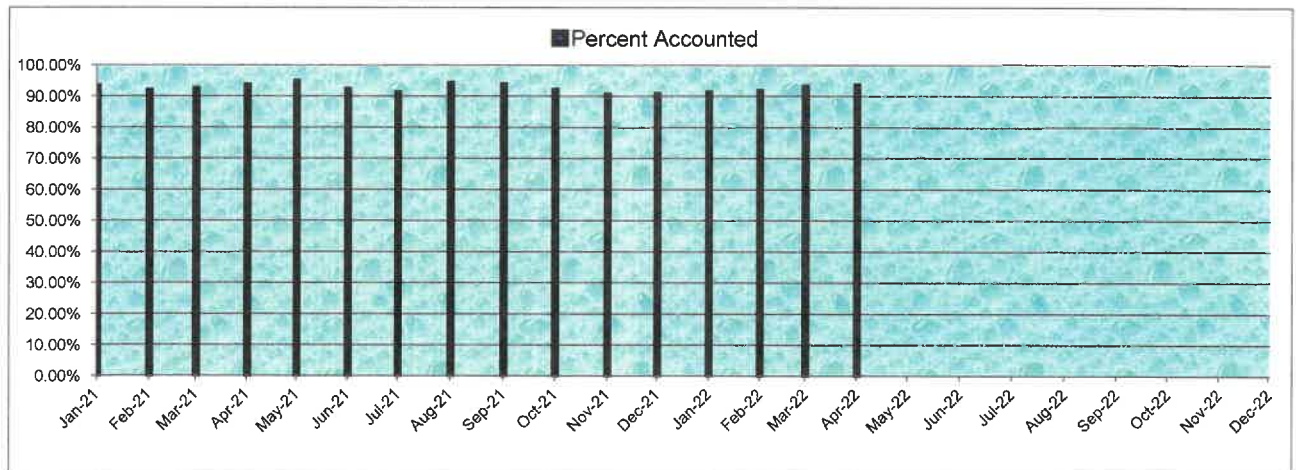
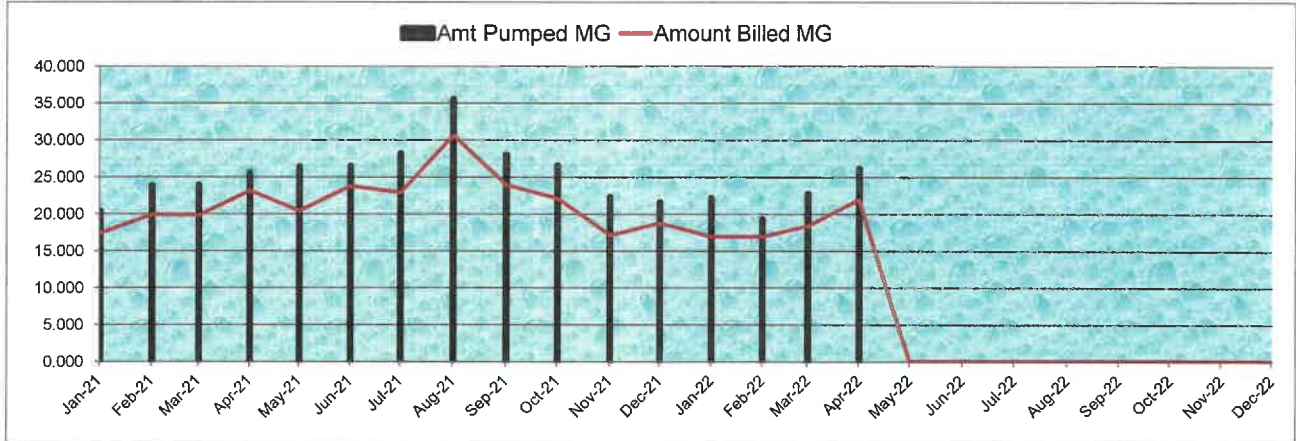


# HARRIS COUNTY MUD #109

## WATER PRODUCTION REPORT

May 17, 2022

Month /Year	Amt Pumped			Purchased MG	Amount HC 151	Total Amount	Percent Accounted
	MG	Amt Billed	MG Maint.				
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							
Jun-22							
Jul-22							
Aug-22							
Sep-22							
Oct-22							
Nov-22							
Dec-22							
<b>Total</b>	<b>400.148</b>	<b>333.809</b>	<b>22.650</b>	<b>0.000</b>	<b>12.700</b>	<b>369.156</b>	<b>1474.63%</b>
<b>Average</b>	<b>25.009</b>	<b>20.863</b>	<b>1.416</b>	<b>0.000</b>	<b>0.794</b>	<b>23.072</b>	<b>92.16%</b>



**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
April 01-30, 2022	\$4.60 groundwater \$5.05 surface water	June 18, 2022

*Gallons of Groundwater Pumped for Billing Period*

	Start Meter Reading	End Meter Reading	Total
Well #2083	281,101 x1000	281,847 x1000	746,000
Well #4448	125,345 x1000	152,290 x1000	26,945,000
Adjustment			0

*Water imported from outside NHCRWA*

Imported water Meter reading:	Source:		
	x	x	0

*Miscellaneous water (not billed)*

Other entity	Water Type	Direction	Amount
	Groundwater	Out	

1	Enter total gallons of groundwater pumped and/or imported	27,691,000
2	Divide by 1000	27,691
3	Total groundwater fee due (multiply line 2 x \$4.60)	\$127,378.60
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	\$115,117.35

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: May 15, 2022

Signed: 

Name: Paul Villarreal

Title: Operator

Make check payable to:

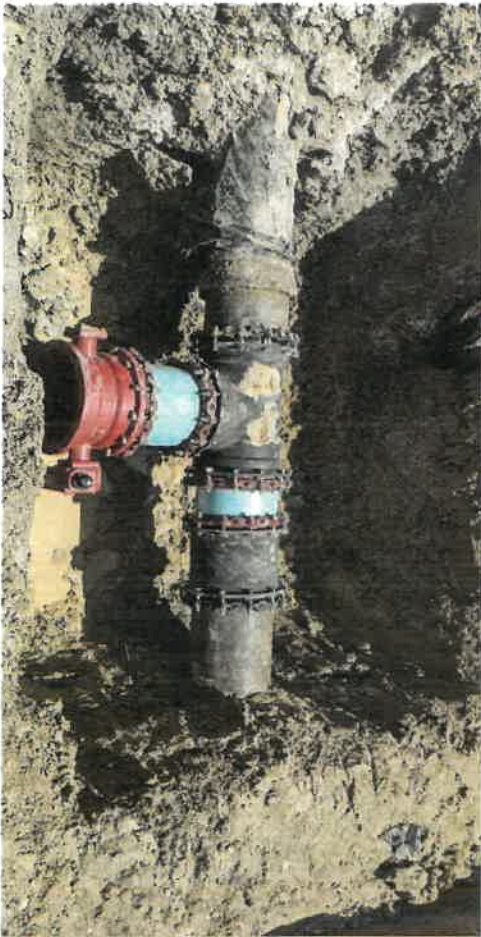
North Harris County Regional Water Authority; Dept. 35, P.O. Box 4346 Houston, Texas 77210-4346

**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



### Water Plant #2

16-inch connection completed last week.