

MINUTES OF BOARD OF DIRECTORS MEETING
NOVEMBER 21, 2023

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

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The Board of Directors (the “*Board*”) of Harris County Municipal Utility District No. 109 (the “*District*”) met in regular session, open to the public, at the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, on November 21, 2023, at 5:30 p.m.; whereupon the roll was called of the Board, to-wit:

Owen H. Parker, President
Chris Green, Vice President
Cheryl Moore, Secretary
Robin Sulpizio, Assistant Secretary
Nancy A. Frank, Assistant Secretary

All members of the Board were present, except Director Sulpizio, thus constituting a quorum. Also attending all or parts of the meeting were Mr. Chris Davy of Ad Valorem Appraisals, tax assessor and collector for the District; Mr. Cory Burton of Municipal Accounts & Consulting, LP (“MAC”), bookkeeper for the District; Mr. Bill Kotlan of BGE, Inc. (“BGE”), engineers for the District; Mr. Clint Gehrke of Water Waste Water Management Services, Inc. (“WWWMS”), operator for the District; and Mr. Dimitri Millas, Ms. Leslie Bacon and Ms. Jane Maher of Norton Rose Fulbright US LLP (“NRF”), attorneys for the District.

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

1. **Public Comments.** There were no public comments.
2. **Minutes.** The Board considered the proposed minutes of meeting held on October 17, 2023, previously distributed to the Board. 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 minutes of the meeting held on October 17, 2023, as presented.
3. **Security Report.** The Board reviewed the Security Report for the month of October 2023, a copy of which is attached hereto as *Exhibit B*.
4. **Review Operations Report, authorize repairs, and approve termination of delinquent accounts in accordance with the District’s Rate Order.** President Parker recognized Mr. Gehrke, who presented the Operations Report dated November 21, 2023 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit C*. Mr. Gehrke reported that 93% of the water pumped was billed for the period October 1, 2023 through October 31, 2023.

Mr. Gehrke reviewed a customer request for an adjustment. Discussion ensued. It was the consensus of the Board to offer a payment plan. Discussion ensued regarding the cut-off date. It was the consensus of the Board to push back the cut-off date back due to the Thanksgiving holiday.

Upon motion by Director Moore, seconded by Director Frank, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Operations Report and to approve termination of the delinquent accounts in accordance with the terms of the District's Rate Order and to delay the cut-off date due to the Thanksgiving holiday.

5. **Tax Collector's Report and authorize payment of certain bills.** President Parker recognized Mr. Davy, who presented to and reviewed with the Board the Tax Assessor and Collector's Report for the month of October 2023, a copy of which is attached hereto as *Exhibit D*.

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

6. **Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report.** President Parker recognized Mr. Burton, who presented to and reviewed with the Board the Bookkeeper's Report, a copy of which is attached hereto as *Exhibit E*.

Upon motion by Director Frank, 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.

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

Mr. Kotlan reported on the utility relocations related to the FM 1960 widening and stated that BGE is waiting on the future phase to complete water system modifications which include the lowering of the water line crossing FM 1960 at Woodland Hills Dr.

Mr. Kotlan reported on the Water Plant No. 2 Expansion, and stated that the warranty period ends December 12, 2023.

Mr. Kotlan reported on the Barents Drive Lift Station. He stated that four bids were received for the project on November 10, 2023, ranging from 700,000 to 900,000. He recommended the Board award the contract to Peltier Brothers Construction in the amount of \$701,970.00. 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 award the contract to Peltier Brothers Construction in the amount of \$701,970.00.

Mr. Kotlan reported on the Wastewater Treatment Plant and stated that the construction at the treatment plant is ongoing.

Mr. Kotlan reviewed the Capital Improvement Plan, and stated that the plan was adopted last month. Discussion ensued regarding Barents Lift Station.

Mr. Kotlan reported on the Lead and Copper Rule. He stated that the deadline for Phase 1 is October 16, 2024.

Mr. Kotlan reported on the Emergency Preparedness Plan (“EPP”). He stated that the EPP has been submitted to the TCEQ.

Upon motion by Director Frank, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to accept the Engineer’s Report.

8. Discuss and consider developer reimbursement agreement and take any necessary action. President Parker recognized Mr. Millas, who presented to and reviewed with the Board a draft Master Sales Agreement and Lease of Facilities (the “Reimbursement Agreement”) with Arboretum Woodland Hills, LP, a copy of which is attached hereto as *Exhibit G*. Mr. Millas noted that the draft would be updated to include a minimum taxable value of \$35 million and a provision that states that if the development changes to a non-taxable entity, then the Reimbursement Agreement is terminated and the District payments are null and void. He noted that he spoke with the developer and Mr. Kotlan and that it was determined that the reimbursement up to \$700k would be a reasonable limit.

Upon motion by Director Frank, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Reimbursement Agreement subject to NRF’s final review and President Parker’s approval. Mr. Millas noted that when NRF and President Parker sign-off, the Reimbursement Agreement will then be distributed for execution.

9. Matters pertaining to 2024 Directors election, including Appointment of Agent, Notice of Deadline to File Applications, and election procedures. President Parker recognized Mr. Millas, who presented the Appointment of Agent for the 2024 Director Election and the Notice of Deadline to File Applications for Place on the Ballot, copies of which are attached hereto as *Exhibit H*. He stated that the Texas Election Code allows the Secretary to appoint an agent to maintain regular office hours, make available District documents, and to receive any personally delivered documents relating to the election. He noted that Directors Parker and Green will be up for reelection.

Upon motion by Director Frank, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to appoint Jane Maher as the Election Agent for the upcoming Directors Election scheduled for May 4, 2024, and to approve the Notice of Deadline to File Applications for Place on the Ballot.

10. Discuss emergency text message notification system. Director Green stated that she emailed the District’s website provider but hasn’t heard back.

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

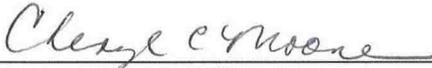
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The above and foregoing minutes were passed and approved by the Board of Directors on December 19, 2023.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(DISTRICT SEAL)

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

NOTICE

In accordance with chapter 551, Texas Government Code and Section 49.063, Texas Water Code, both as amended, take notice that the Board of Directors of Harris County Municipal Utility District No. 109 will meet in regular session, open to the public, at **Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346**, at **5:30 p.m. on Tuesday, November 21, 2023**. At such meeting, the Board will consider and act on the following matters:

1. Public comments;
2. Approve minutes of the meeting held on October 17, 2023;
3. Report by Harris County Precinct Four Constable and take any necessary action;
4. Approve Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order;
5. Review Tax Collector's Report and authorize payment of certain bills;
6. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
7. Review Engineer's Report, including approval of pay estimates, authorization of change orders to pending construction contracts, proposal for construction materials testing, annexation matters, capital improvement plan, variance request and authorize capacity commitments;
8. Discuss and consider developer reimbursement agreement and take any necessary action;
9. Matters pertaining to 2024 Directors election, including Appointment of Agent, Notice of Deadline to File Applications, and election procedures;
10. Discuss emergency text message notification system and take any necessary action; and such other matters as may properly come before the Board.



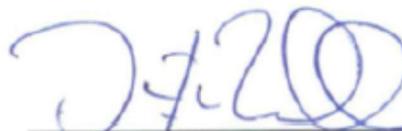

Norton Rose Fulbright US LLP
Attorneys for District

Exhibit A

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

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

CERTIFICATE OF POSTING NOTICE
OF MEETING OF BOARD OF DIRECTORS

THE STATE OF TEXAS

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COUNTY OF HARRIS

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HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

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I hereby certify that on Nov. 17, 2023, I posted the Notice of Meeting of the Board of Directors of Harris County Municipal Utility District No. 109, a true copy of which is attached hereto, at a place convenient to the public in Plexiglas enclosed bulletin boards located on the grounds of the District's Water Plant No. 1 at 5722 Forest Timbers Drive, Water Plant No. 2 at 20322 Burle Oak, Lift Station No. 1 at 19419 Timber Forest Drive, and Lift Station No. 2 at 4630 Springlea, within said political subdivision, as required by law.

EXECUTED this 17 day of November, 2023.



Jane Maher

From: Russell Lambert <russ@texasnetwork.com>
Sent: Friday, November 17, 2023 8:44 PM
To: Jane Maher
Cc: The Texas Network; Solana Morton
Subject: RE: 109 & AJOB November Postings

CERTIFICATE OF POSTING OF NOTICE OF PUBLIC MEETING

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

Russell Lambert
russ@texasnetwork.com

From: Jane Maher <jane.maher@nortonrosefulbright.com>
Sent: Thursday, November 16, 2023 7:47 PM
To: Russell Lambert <russ@texasnetwork.com>
Cc: The Texas Network <support@texasnetwork.com>; Solana Morton <solana.morton@nortonrosefulbright.com>
Subject: 109 & AJOB November Postings

Hi Russ,

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

Thanks,

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

NORTON ROSE FULBRIGHT

Law around the world

nortonrosefulbright.com

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HARRIS COUNTY CONSTABLE, PRECINCT 4

CONSTABLE MARK HERMAN

"Proudly Serving the Citizens of Precinct 4"

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

Monthly Contract Stats

HARRIS CO MUNICIPAL UTILITY DIST #109

For October 2023

Categories

Burglary Habitation: 0	Burglary Vehicle: 3	Theft Habitation: 0
Theft Vehicle: 1	Theft Other: 0	Robbery: 0
Assault: 1	Sexual Assault: 0	Criminal Mischief: 2
Disturbance Family: 5	Disturbance Juvenile: 0	Disturbance Other: 0
Alarms: 12	Suspicious Vehicles: 12	Suspicious Persons: 7
Runaways: 1	Phone Harrassment: 1	Other Calls: 802

Detailed Statistics By Deputy

Unit Number	Contract Calls	District Calls	Reports Taken	Felony Arrests	Misd Arrests	Tickets Issued	Recovered Property	Charges Filed	Mileage Driven	Days Worked
H67	39	32	8	0	0	23	0	1	1085	19
H68	87	28	18	0	0	35	0	4	1042	23
H69	20	12	11	0	0	12	0	1	544	11
I62	11	9	8	0	0	1	450	2	498	10
TOTAL	157	81	45	0	0	71	450	8	3169	63

Summary of Events

Alarms:

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

Checks:

Deputies conducted numerous combined park checks, neighborhood checks, MUD, 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.

19500 Timber Forest Dr – Deputy conducted a traffic stop. The violator’s vehicle was towed.

Burglary Motor Vehicle:

19900 Timber Forest -Deputy was dispatched to a burglary motor vehicle. Investigation revealed unknown suspect forced entry into the complainant's vehicle, stole property, and fled undetected.

20000 Bambiwoods Dr- Deputy was dispatched to a burglary motor vehicle. Investigation revealed unknown suspect entered the complainant's unlocked vehicle, stole property, and fled undetected.

20100 Dawn Mist Dr- Deputy was dispatched to a burglary motor vehicle. Investigation revealed unknown suspect entered the complainant's unlocked vehicle and fled undetected.

Stolen Vehicle

5300 FM 1960 Rd E- Deputy was dispatched to a stolen vehicle type of call. Investigation revealed unknown suspect stole the complainant's vehicle and fled undetected.

Criminal Mischief

4500 FM 1960 Rd E- Deputy was to a criminal mischief type of call. Investigation revealed unknown suspect damaged window to a parked rental vehicle.

19900 Faye Oaks Dr- Deputy was dispatched to a criminal mischief type of call. Investigation revealed unknown suspect damaged the window to the complainant's home.

Assault:

19300 Leewood Ct – Deputy responded to a burglary habitation. Investigation revealed suspect broke in and assaulted the complainant. The suspect was arrested for Burglary Habitation with intent to assault.

Family Disturbance:

5600 Dove Forest Ln- Deputy was dispatched to family disturbance. Investigation revealed family members had an altercation. No charges filed.

5700 Upper Lake Dr- Deputy responded to a family disturbance. Investigation revealed family members engaged in an altercation. The suspect was arrested.

19500 Oak Timbers Dr – Deputy responded to a family disturbance. Investigation revealed family members engaged in an altercation. No charges filed.

5200 Straight Arrow Dr- Deputy was dispatched to a family disturbance. Investigation revealed family members engaged in a disturbance. The suspect fled the scene and was involved in a police pursuit. The suspect was arrested and charged with evading, assault family violence, and DWI.

19700 Misty Pines Ct- Deputy was dispatched to a family disturbance. Investigation revealed family members engaged in a disturbance. No charges filed.

Runaway

5600 Dove Forest Ln- Deputy was dispatched to a runaway type of call. Investigation revealed juvenile left the home without permission.

Telephone Harassment:

5800 Ancient Oaks Dr – Deputy responded to a telephone harassment. Investigation revealed the complainant called a number he found on the internet for a full body naked massage. After calling and deciding not to go forward with the service, he began receiving calls that he owed money for wasting their time.

Suspicious Vehicle:

Deputies responded to 12 suspicious vehicle calls within the community. Each incident was investigated and cleared without further action required.

Suspicious Persons:

Deputies responded to 7 suspicious person calls within the community. Each incident was investigated and cleared without further action required.

Other

4500 FM 1960 Rd E- Deputy was dispatched to a welfare check. An unlicensed massage parlor was located and the suspects within arrested.

4500 FM 1960 Rd E- Deputy was dispatched to a DWI type of call. Investigation revealed the driver had vehicle parked on roadway. Driver was arrested for driving while intoxicated.

19500 Timber Forest Dr- Deputy was dispatched to a DWI type of call. Investigation revealed the driver was arrested for driving while intoxicated.

5300 FM 1960 Rd E - Deputy was dispatched to an unknown medical emergency. Investigation revealed the driver lost conscious due to low blood pressure. The driver was transported to the hospital.

5500 FM 1960 Rd E- Deputy was dispatched to illegal dumping type of call. Investigation revealed unknown suspect(s) dump trash at location without authorization. Report completed.

19100 Artesian Way- Deputy was dispatched to a death investigation type of call. Investigation revealed male was found unresponsive.

20100 Dawn Mist Dr- Deputy was dispatched to a terroristic threat type of call. Investigation revealed known suspect threatened the complainant. No charges filed.

4900 Woodland Meadows Ln - Deputy was dispatched to a suspicious person call. The subject was arrested for an open warrant and found to be in possession of narcotics.

19100 Moon Trail Dr- Deputy was dispatched to a mental health type of call. Investigation revealed consumer was transported to the hospital to get evaluated.

19800 Burle Oak Dr- Deputy was dispatched to a mental health type of call. Investigation revealed the consumer was transported to the hospital to get evaluated.

5400 Enchanted Mist Dr - Deputy responded to an aggressive animal call. Investigation revealed a subject as bit by a dog.

5600 Enchanted Timbers Dr - Deputy responded to an aggressive animal call. Investigation revealed a subject as bit by a dog.

19800 Pioneer Ct = Deputy responded to a child custody dispute. Parents could not agree on child custody and one party requested a report.

19500 Oak Timbers Dr – Deputy responded to a medical call. Investigation revealed subject overdosed and was taken to a hospital.

19500 Forest Fern Dr – Deputy responded to a ID Theft type call to which an investigation revealed the victim needed a case number for the bank to complete a fraud investigation. Report completed.

19500 Oak Station Dr – Deputy responded to a disturbance call. Investigation revealed an altercation took place and a subject was issued a trespass warning.

5500 Green Timbers Dr – Deputy responded to a disturbance call. Investigation revealed subjects had an altercation. One party was arrested for trespassing.

19700 Misty Pine Ct- Deputy responded to a fraudulent use of ID call. Complainant was scammed into giving personal information and her bank account was hacked.

WWWMS, INC.
HARRIS COUNTY MUD # 109
OPERATIONS REPORT
Tuesday, November 21, 2023

BILLING AND COLLECTION RECAP:

DEPOSITED IN YOUR ACCOUNT LAST MONTH:

Period Ending:	Oct-23
Deposit:	\$ 5,025.00
Penalty:	\$ 5,297.15
Water:	\$ 63,093.03
Sewer:	\$ 54,580.01
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 6,184.73
NHCRWA:	\$ 116,019.51
Reconnect:	\$ -
NSF Fee:	\$ 175.00
Total Collections:	\$ 251,175.43

CURRENT BILLING:

Period Ending:	Nov-23
Deposit:	\$ 25.00
Penalty:	\$ 5,191.98
Water:	\$ 46,709.58
Sewer:	\$ 53,718.98
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 3,850.00
NHCRWA:	\$ 88,303.72
Total Billing:	\$ 198,600.26

CUSTOMER AGED RECEIVABLES:

30 Day	29%	\$ 57,042.76
60 Day	11%	\$ 20,998.24
90 Day	1%	\$ 2,008.75
120 Day	2%	\$ 4,404.37
Overpayments		\$ (8,082.15)
Total Receivables:		\$ 76,371.97

HGCSO PERIOD: 10/1/23 THRU 10/31/23

Period 6/1/23 thru 5/31/24

MONTHLY TOTAL

Gallons Authorized:	450.000	MG
Current Month Produced:	27.700	MG
Cum. Gallons Produced:	183.183	MG
Auth. Gallons Remaining:	266.817	MG
Avg. Gallons Per Month:	36.636	MG
Permit Months Remaining:	7	

WATER PLANT OPERATIONS:

Period: 10/1/2023 thru 10/31/2023

MONTHLY TOTAL

Production:	26.831	MG
Amount Purchased:	0.000	MG
Total Amount:	26.831	MG
Consumption: (Billed)	22.958	MG
46 I/C	0.000	MG
Maint. / Leaks / Flushing	1.200	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	24.958	MG
Daily Average Production:	0.866	MG
Percent Accounted For:	93.02%	

NEW METER INSTALLATIONS:

Residential:	0
Commercial:	0
Total:	0

CONNECTION COUNT:

Residential:	2996
Commercial:	113
Clubs/Schools:	1
Irrigation:	19
Vacant:	39
Builders:	24
Vacation:	0
No Bill:	6
	3198
New Finals and Transfers	-36
	3162

ACCOUNTS SENT TO COLLECTIONS:

Total of (0)

HARRIS COUNTY MUD #109

ACTIVITY REPORT

November 21, 2023

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 October 2023
- D.) Billing / Recap Summary Report

Item 2: North Harris County Regional Water Authority (NHCRWA)

- A.) Notice regarding termination of Stage 1 of its Drought Contingency Plan. See attached notice.

Item 3: Water Plant #1 and #2

- A.) GM Services completed well pump performance test. See attached reports.

Item 4: Customer Appeal Letter

- A.) 4906 Steel Meadows Ln.
Customer requesting payment plan.

Item 5: Cut off Report / Status on Arrears Account

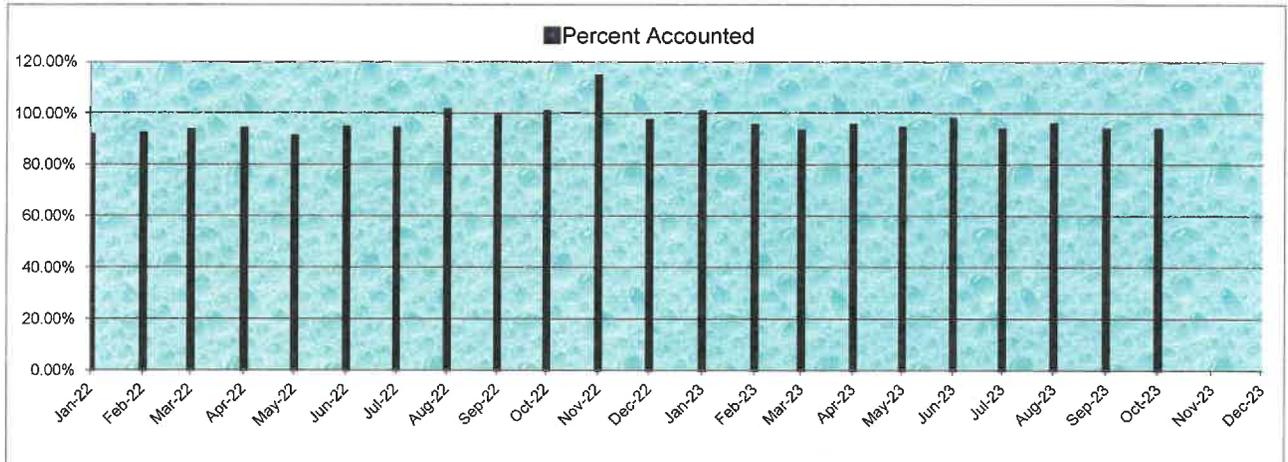
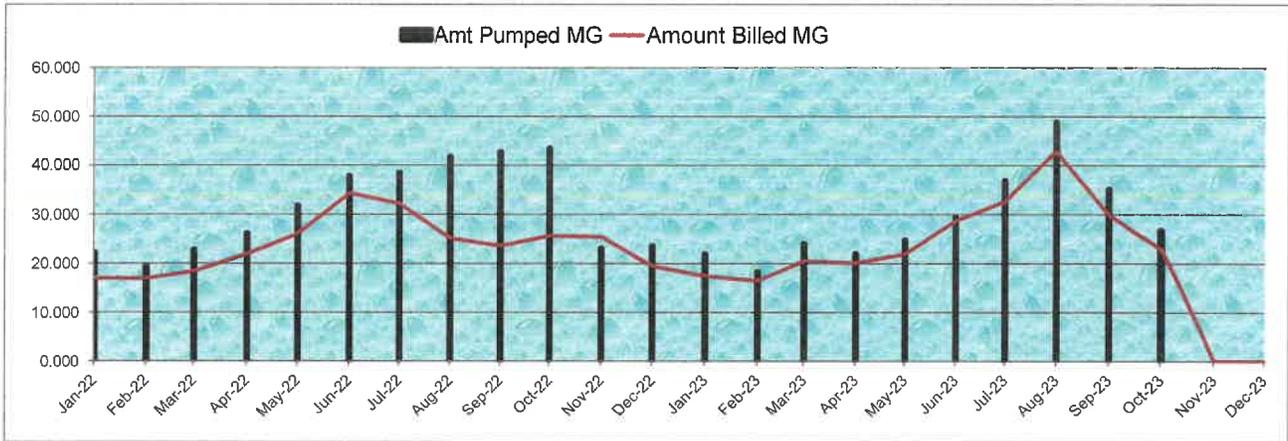
- A.) Door hangers: 11/20/2023
- Due Date: 11/8/2023
- Cut offs: 11/30/2023

HARRIS COUNTY MUD #109

WATER PRODUCTION REPORT

November 21, 2023

Month /Year	Amt Pumped MG	Amt Billed MG	Maint. MG	MG	Amt. Sold I/C	Amount HC 151	Total Amount	Percent Accounted
Jan-22	22.266	16.936	2.500		0.000	0.800	20.236	90.88%
Feb-22	19.401	16.923	0.000		0.000	0.800	17.723	91.35%
Mar-22	22.811	18.373	2.000		0.000	0.800	21.173	92.82%
Apr-22	26.228	21.959	1.700		0.000	0.800	24.459	93.26%
May-22	31.864	26.073	1.900		0.000	0.800	28.773	90.30%
Jun-22	37.878	34.370	0.300		0.000	0.850	35.520	93.77%
Jul-22	38.503	32.204	3.000		0.000	0.800	36.004	93.51%
Aug-22	41.787	25.172	1.500		16.075	0.800	42.047	100.62%
Sep-22	42.716	23.564	1.500		17.652	0.800	42.016	98.36%
Oct-22	43.532	25.661	1.500		17.071	0.800	43.532	100.00%
Nov-22	23.051	25.473	0.000		0.000	0.800	26.273	113.98%
Dec-22	23.603	19.516	2.500		0.000	0.800	22.816	96.67%
Jan-23	21.913	17.401	3.712		0.000	0.800	21.913	100.00%
Feb-23	18.295	16.441	0.100		0.000	0.800	17.341	94.79%
Mar-23	24.079	20.448	1.000		0.000	0.800	22.248	92.40%
Apr-23	22.020	20.106	0.000		0.000	0.800	20.906	94.94%
May-23	24.809	21.941	0.500		0.000	0.800	23.241	93.68%
Jun-23	29.463	28.631	0.000		0.000	0.000	28.631	97.18%
Jul-23	36.951	32.580	1.000		0.000	0.800	34.380	93.04%
Aug-23	48.966	42.859	2.900		0.000	0.800	46.559	95.08%
Sep-23	35.191	29.946	2.000		0.000	0.800	32.746	93.05%
Oct-23	26.831	22.958	1.200		0.000	0.800	24.958	93.02%
Nov-23								
Dec-23								
Total	662.158	539.535	30.812		50.798	16.850	633.495	2102.70%
Average	30.098	24.524	1.401		2.309	0.766	28.795	95.58%



NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY
Groundwater and/or Surface Water Reporting and Billing Form - 2023
 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
October 01-31, 2023	\$3.60 groundwater \$4.05 surface water	December 18, 2023

Gallons of Groundwater Pumped for Billing Period

	Start Meter Reading	End Meter Reading	Total
Well #2083	563,446 x1000	575,660 x1000	12,214,000
Well #4448	432,665 x1000	448,395 x1000	15,730,000
Adjustment			0

Water imported from outside NHCROWA

Imported water Meter reading:	Source:		
	x	x	0

Miscellaneous water (not billed)

Other entity	Water Type	Direction	Amount
	Groundwater	Out	

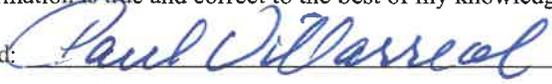
1	Enter total gallons of groundwater pumped and/or imported	27,944,000
2	Divide by 1000	27,944
3	Total groundwater fee due (multiply line 2 x \$3.60)	\$100,598.40
4	Enter total gallons of surface water received	0
5	Divide by 1000	0
6	Total surface water fee due (multiply line 5 x \$4.05)	\$0.00
7	Deduct 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	\$88,337.15

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

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

Date: November 06, 2023

Signed: _____



Name: Paul Villarreal

Title: Operator

Make check payable to:

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

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

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

HARRIS COUNTY MUD 109

JANUARY 2023 THROUGH DECEMBER 2024 ANNUAL RECAP COLLECTIONS REPORT

COLLECTIONS:	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023
WATER PAYMENTS	\$ 59,385.45	\$ 45,559.71	\$ 48,112.65	\$ 52,674.35	\$ 51,094.74	\$ 48,230.11	\$ 58,561.42	\$ 65,292.74	\$ 76,859.70	\$ 63,093.03		\$ 568,863.90
SEWER PAYMENTS	\$ 53,253.16	\$ 49,459.58	\$ 48,830.08	\$ 53,560.12	\$ 49,782.06	\$ 48,614.67	\$ 52,436.14	\$ 53,024.44	\$ 55,022.95	\$ 54,580.01		\$ 518,563.21
PENALTY PAYMENTS	\$ 4,965.83	\$ 4,151.56	\$ 3,860.21	\$ 3,783.86	\$ 3,452.04	\$ 3,394.58	\$ 4,128.74	\$ 4,193.89	\$ 3,978.50	\$ 5,297.15		\$ 41,206.46
CHCRWA	\$ 84,820.00	\$ 72,967.73	\$ 62,372.38	\$ 73,219.27	\$ 72,332.48	\$ 77,252.00	\$ 99,343.89	\$ 113,157.48	\$ 144,784.85	\$ 116,019.51		\$ 916,269.69
RECONNECT FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
MISCELLANEOUS	\$ 6,525.69	\$ 5,383.45	\$ 7,905.23	\$ 7,686.76	\$ 6,972.97	\$ 5,703.61	\$ 5,485.36	\$ 7,153.73	\$ 4,831.01	\$ 6,184.73		\$ 63,832.56
DEPOSIT	\$ 4,100.00	\$ 4,675.00	\$ 9,150.00	\$ 6,325.00	\$ 6,350.00	\$ 5,800.00	\$ 5,750.00	\$ 10,450.00	\$ 5,050.00	\$ 5,025.00		\$ 62,875.00
NSF FEES	\$ 161.76	\$ 201.00	\$ 44.00	\$ 140.00	\$ 140.00	\$ 72.00	\$ 105.00	\$ 245.00	\$ 141.00	\$ 175.00		\$ 1,424.76
INSPECTION FEES	\$ 937.32	\$ 705.68	\$ 841.00	\$ 801.00	\$ 789.07	\$ 641.00	\$ 1,041.00	\$ 761.00	\$ 761.00	\$ 801.00		\$ 8,089.07
TOTAL DEPOSIT	\$ 214,149.21	\$ 183,103.71	\$ 181,115.55	\$ 198,190.38	\$ 190,923.36	\$ 189,707.97	\$ 226,851.55	\$ 254,278.36	\$ 291,429.01	\$ 251,175.43	\$ -	\$ 2,180,924.55
ARREARS BREAKDOWN												
30 DAYS	\$ 43,864.87	\$ 48,034.91	\$ 41,727.21	\$ 37,814.33	\$ 39,096.38	\$ 47,038.86	\$ 44,705.23	\$ 51,314.12	\$ 69,426.84	\$ 57,042.76		\$ 480,065.51
60 DAYS	\$ 14,845.00	\$ 14,300.87	\$ 15,487.51	\$ 12,228.73	\$ 11,198.43	\$ 11,396.37	\$ 13,022.36	\$ 11,289.33	\$ 17,892.01	\$ 20,998.24		\$ 142,658.85
90 DAYS	\$ 1,988.10	\$ 2,214.94	\$ 3,019.85	\$ 2,273.05	\$ 1,461.49	\$ 1,687.07	\$ 1,462.26	\$ 1,157.47	\$ 915.87	\$ 2,008.75		\$ 18,188.95
120 DAYS	\$ 12,604.81	\$ 11,278.37	\$ 13,752.48	\$ 15,028.39	\$ 15,846.09	\$ 15,544.16	\$ 16,553.57	\$ 15,877.98	\$ 4,337.07	\$ 4,404.37		\$ 125,027.29
OVER PAYMENTS	\$ (10,941.88)	\$ (10,770.53)	\$ (9,617.98)	\$ (8,732.95)	\$ (8,741.41)	\$ (10,739.88)	\$ (11,943.62)	\$ (11,359.13)	\$ (9,008.16)	\$ (8,082.15)		\$ (99,837.69)
TOTAL ARREARS	\$ 62,360.90	\$ 65,058.56	\$ 64,368.07	\$ 56,611.55	\$ 59,660.98	\$ 64,926.58	\$ 63,799.80	\$ 68,279.77	\$ 83,563.63	\$ 76,371.97	\$ -	\$ 666,002.81



FOR IMMEDIATE RELEASE
[November 7, 2023]

Contact Kibriana Bonner
Telephone 281-440-3924
Email kibriana@nhcrwa.com
Website nhcrwa.com

NHCRWA terminates Stage 1 of the Drought Contingency Plan

The North Harris County Regional Water Authority is immediately terminating Stage 1 of its' Drought Contingency Plan (DCP), pursuant to Article III, 2 (B).

Please continue to conserve water to preserve our natural resources.



November 14, 2023

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

Attn: Mr. Paul Villarreal

Reference: Water Well #1- Performance Testing

Dear Mr. Villarreal,

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

PERFORMANCE TEST REVIEW								
Hydraulic Performance of pump is 2053 GPM @ 306' field head	Excellent	<input checked="" type="checkbox"/>	Good	<input type="checkbox"/>	Marginal	<input type="checkbox"/>	Poor	<input type="checkbox"/>
Overall efficiency is 71 percent	Excellent	<input checked="" type="checkbox"/>	Good	<input type="checkbox"/>	Satisfactory	<input type="checkbox"/>	Poor	<input type="checkbox"/>
Pump Submergence 159 feet	Excellent	<input checked="" type="checkbox"/>	Good	<input type="checkbox"/>	Marginal	<input type="checkbox"/>	Poor	<input type="checkbox"/>
Physical Condition of unit	Excellent	<input type="checkbox"/>	Good	<input checked="" type="checkbox"/>	Marginal	<input type="checkbox"/>	Poor	<input type="checkbox"/>
Suspended Solids Testing	Excellent	<input checked="" type="checkbox"/>	Good	<input type="checkbox"/>	Marginal	<input type="checkbox"/>	Poor	<input type="checkbox"/>
Brass Observed in SST	None	<input checked="" type="checkbox"/>	Trace	<input type="checkbox"/>	Substantial	<input type="checkbox"/>	Excessive	<input type="checkbox"/>
Flowmeter Accuracy is 99.6 percent								

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

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

Sincerely,

Gary McMurrey
G-M Services



SPECIALIZED INSPECTION SERVICES FOR THE WATER INDUSTRY

Performance Test Report

website: www.g-mservices.com

phone: 281-894-8971

Facility Harris County MUD #109 - Well #1	Test Date 11/09/2023
U.S.G.S. # LJ-60-63-801 26271 Forest Timbers Drive Houston 773	Subsidence Well ID#: 4448

PUMP DATA

Manufacturer : National
 Bowl Type : M-14-HC
 Stages : 4
 Setting : 460
 Column Size : 10 x 1 11/16 x 2 1/2
 Design Point : 1750 GPM @ 338' TDH

MOTOR DATA

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

PERFORMANCE TEST DATA

Static Lvl (ft) -236		
Discharge Pressure	2	36
Capacity (GPM)	2053	1765
Pumping Lvl (ft)	-301	-294
Drawdown (ft)	65	58
Specific Capacity	31.58	30.43
Field Head (ft)	305.62	377.16
Water Horsepower	158.4	168.27
Overall Efficiency	71%	77%
Horsepower Input	223.51	218.55
Kilowatt Input	166.8	163.1
Amp Draw	233-243-233	227-228-240
Voltage	486-483-482	485-482-481
Sand (PPM)	3	1
Time (min)	11	15

Meter Data

Manufacturer: Water Special Size: 12
 Serial #: 20171692-12
 Meter Read: 453263.000
 Meter accuracy is 99.6 % at 2044 GPM

Additional Data

Start-up Sand (PPM) 2
 Brass Detect: No
 Pump Submergence (ft) 159
 ETM Read: 40152

Remarks

Water pumped on ground.

TECHNICIAN **Ross Goebel**

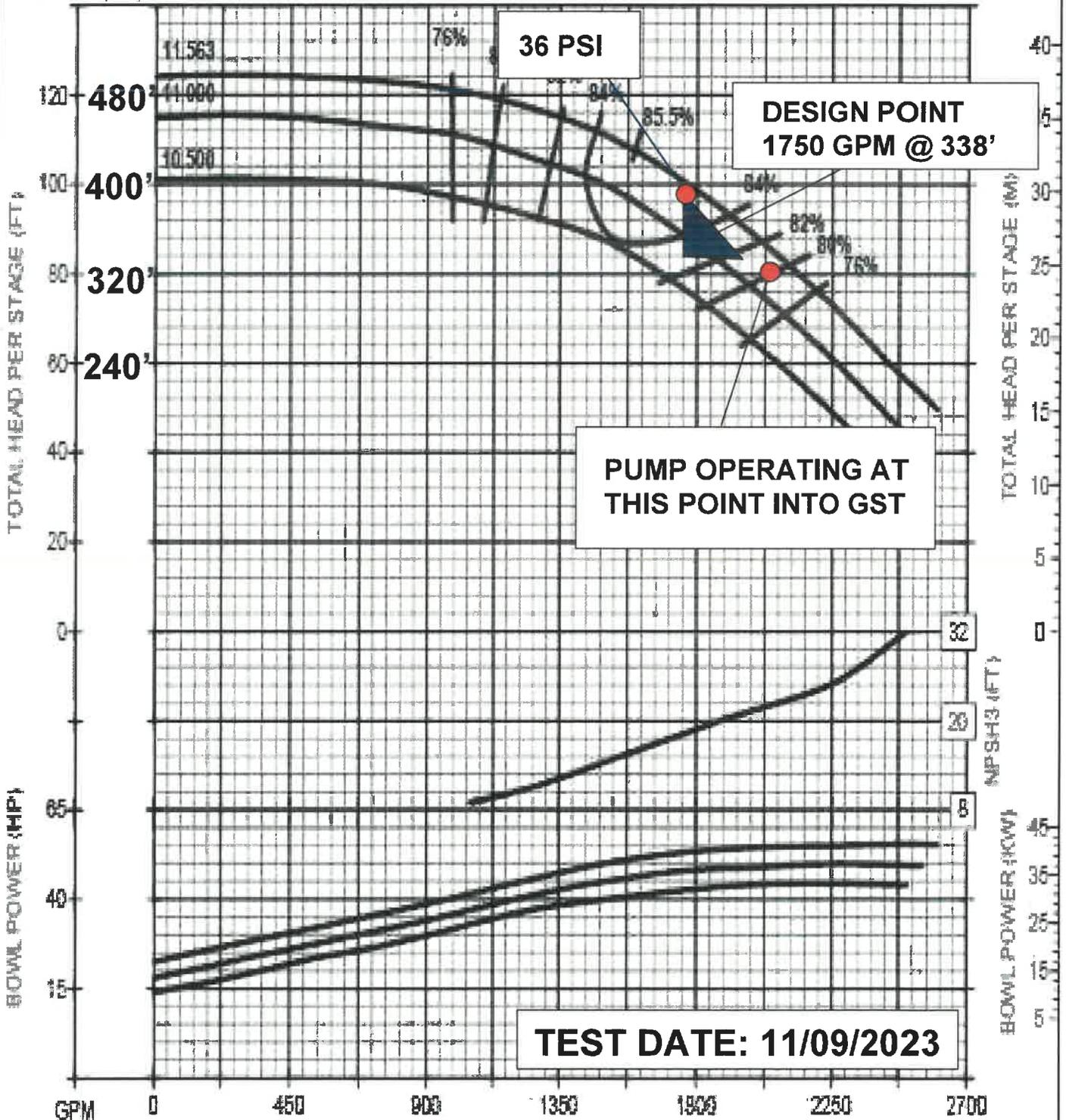
PERFORMANCE BASED ON
PUMPING CLEAR, FRESH
NON-AERATED WATER AT
65° F MAXIMUM UNLESS
OTHERWISE SPECIFIED



M14HC
1770 RPM

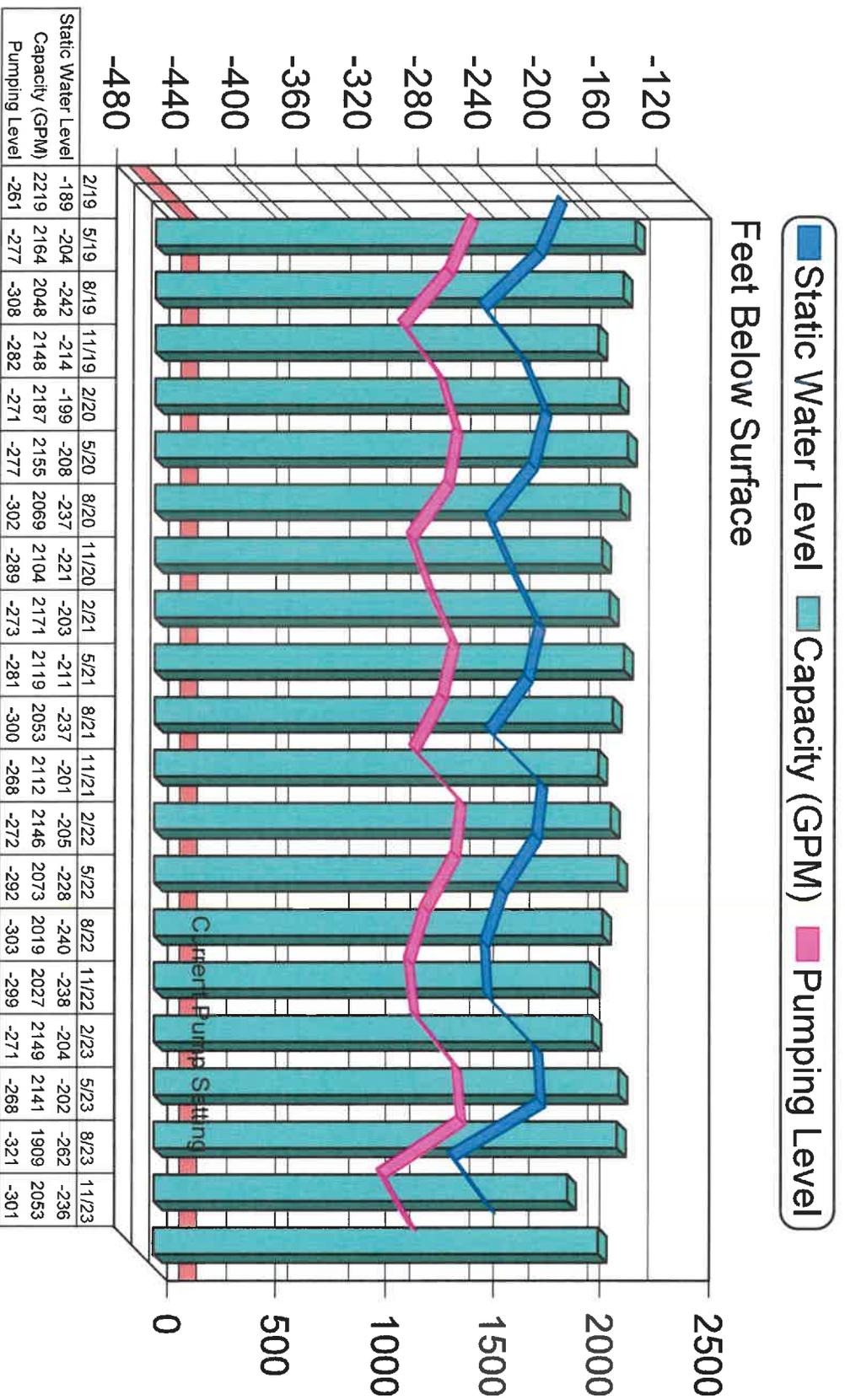
CHANGE EFFICIENCY AS FOLLOWS	NUMBER OF STAGES	1	2	3	DESIGN	GPM	TDH	HP	EFF
	NUMBER OF POINTS	-2	-1	0					

1 STG (4) STG **HARRIS COUNTY MUD #109 - WELL #1**



Harris County M.U.D. #109

Well #1 - Screened 780' thru 1150'





November 14, 2023

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

Attn: Mr. Paul Villarreal

Reference: Water Well #2- Performance Testing

Dear Mr. Villarreal,

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

PERFORMANCE TEST REVIEW				
Hydraulic Performance of pump is 2077 GPM @ 343' field head	Excellent	Good	Marginal	Poor
	_____	<u>X</u>	_____	_____
Overall efficiency is 65 percent	Excellent	Good	Satisfactory	Poor
	_____	<u>X</u>	_____	_____
Pump Submergence 85 feet	Excellent	Good	Marginal	Poor
	<u>X</u>	_____	_____	_____
Physical Condition of unit	Excellent	Good	Marginal	Poor
	_____	<u>X</u>	_____	_____
Suspended Solids Testing	Excellent	Good	Marginal	Poor
	<u>X</u>	_____	_____	_____
Brass Observed in SST	None	Trace	Substantial	Excessive
	_____	<u>X</u>	_____	_____
Flowmeter Accuracy is 99.2 percent				

The test indicated the pump appears to be operating in good condition.

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

Sincerely,

Gary McMurrey
G-M Services



SPECIALIZED INSPECTION SERVICES FOR THE WATER INDUSTRY

Performance Test Report

website: www.g-mservices.com

phone: 281-894-8971

Facility	Harris County MUD #109 - Well #2	Test Date	11/09/2023
U.S.G.S. #	LJ-60-63-80G	Subsidence Well ID#:	2083

PUMP DATA

Manufacturer : Goulds
 Bowl Type : 14RJMC
 Stages : 6
 Setting : 400
 Column Size : 10" x 3" x 1 15/16"
 Design Point : 1800 GPM @ 480' TDH

MOTOR DATA

Manufacturer : U.S. Motors
 Size (HP) : 350
 Amps/Volts : 387/460
 Serial # : R037406279-0003R
 Frame : 447TPA
 Speed (RPM) : 1780

PERFORMANCE TEST DATA

Static Lvl (ft) -216		
Discharge Pressure	12	40
Capacity (GPM)	2077	1870
Pumping Lvl (ft)	-315	-308
Drawdown (ft)	99	92
Specific Capacity	20.98	20.33
Field Head (ft)	342.72	400.4
Water Horsepower	179.7	189.27
Overall Efficiency	65%	67%
Horsepower Input	275.50	280.73
Kilowatt Input	205.6	209.5
Amp Draw	294-280-286	300-287-288
Voltage	482-479-481	483-479-480
Sand (PPM)	1	1
Time (min)	45	15

Meter Data

Manufacturer: Water Spec Size: 16
 Serial #: 20171693-16
 Meter Read: 578427.000
 Meter accuracy is 99.2 % at 2060 GPM

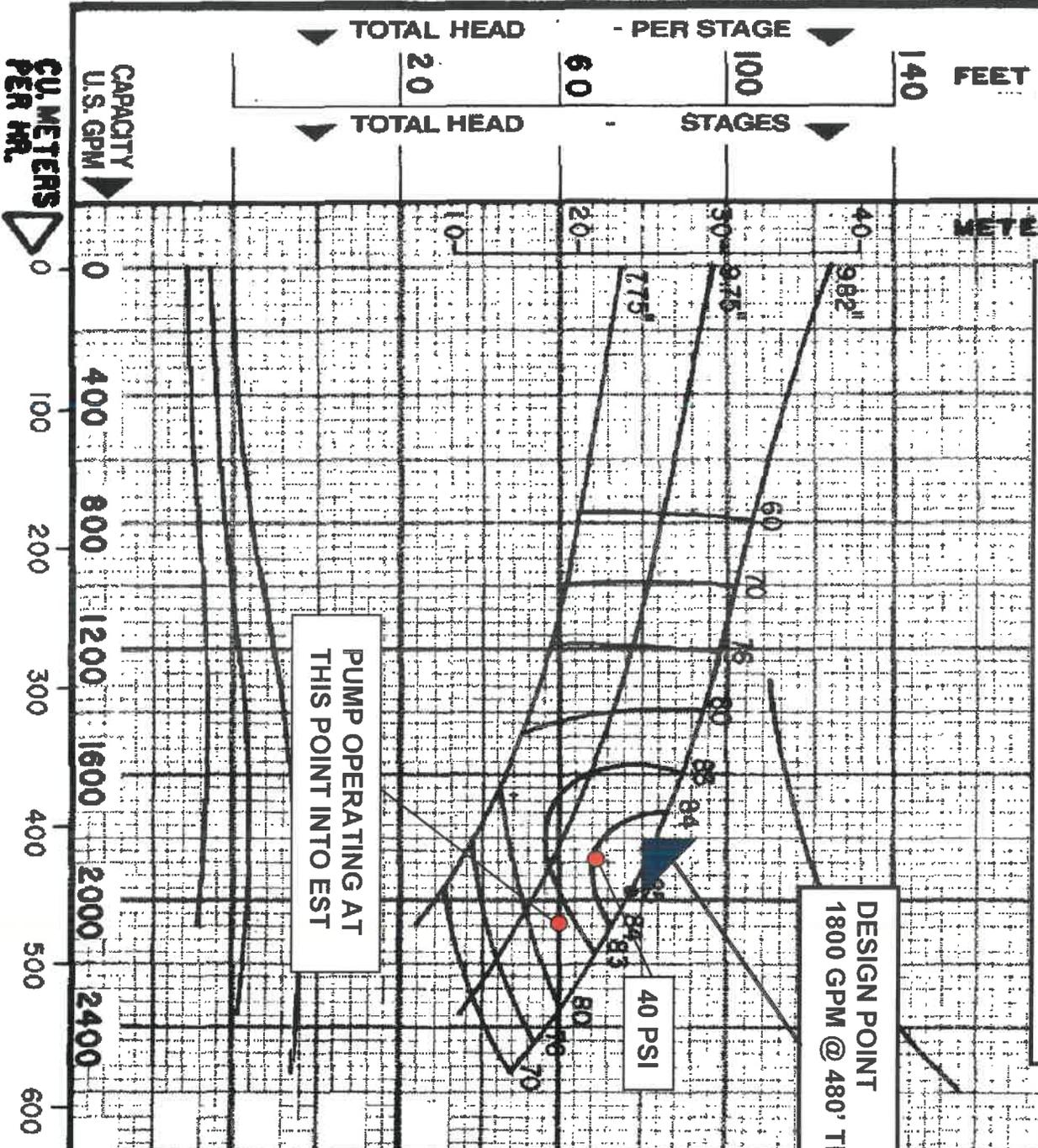
Additional Data

Start-up Sand (PPM) 2
 Brass Detect: No
 Pump Submergence (ft) 85
 ETM Read: 1503

Remarks

TECHNICIAN **Ross Goebel**

HARRIS COUNTY MUD #109 - WELL #2



DESIGN POINT
1800 GPM @ 480' TDH

PUMP OPERATING AT
THIS POINT INTO EST

40 PSI

HORSEPOWER STAGES METERS PER STAGE
10 30 50
HORSEPOWER PER STAGE

Curve No. 3126

Size: 14 RJMC

RPM: 1770

EFFICIENCY CHANGE

STGS.	1	0

Ns = 2990

PERF. BASED ON
STD. MTL'S.

Impeller = B012408

K = 13.2 LBS./FT.

K = 19.6 KG./M.



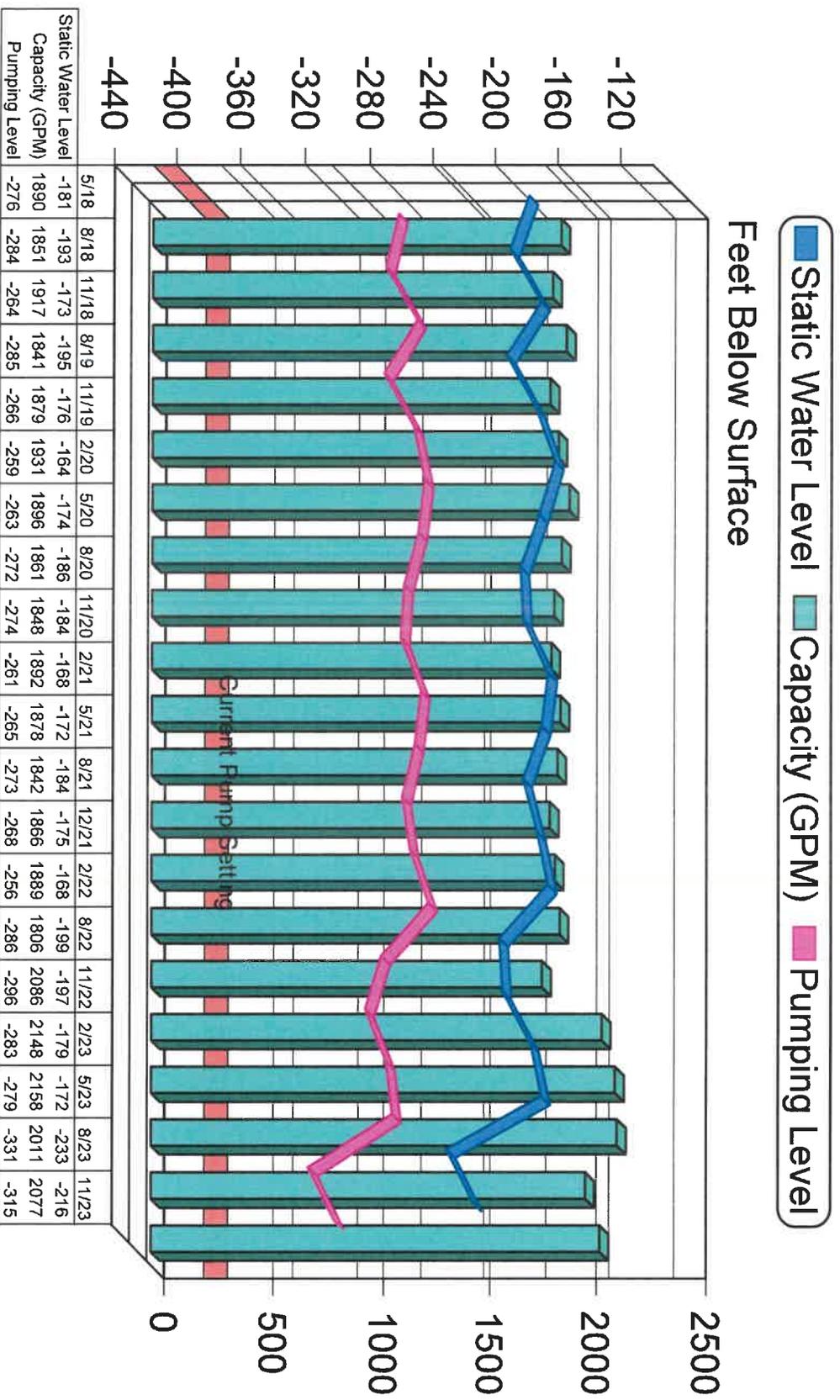
VERTICAL PRODUCTS
DIVISION

Characteristic based upon pumping clear, non-aerated water. Rating point only is guaranteed. Column losses not included.

TEST DATE: 11/09/2023

Harris County M.U.D. #109

Well #2 - Screened 780' thru 1150'



Harris County Municipal Utility District Number 109

Tax Collector's Report

Table of Contents

October 31, 2023

Cash Receipts and Disbursements	Page 1
Taxes Receivable Summary	Pages 2-3
2023 Tax Levy and Adjustments	Page 4
Tax Collections Detail	Pages 5-7
Taxes Receivable Detail	Page 8

Disbursements for November 21, 2023:

#2347: Ad Valorem Appraisals Inc; TAC Fee-11/2023 & Annual Data	\$6,895.19
#2348: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee: 10/2023	<u>2,437.86</u>
Total Disbursements for November 21, 2023	<u>\$9,333.05</u>

Exhibit D

Harris County Municipal Utility District Number 109

Tax Collector's Report

Current Period Covered: October 1, 2023 to October 31, 2023

Fiscal Year Beginning: June 1, 2023

<u>Cash Receipts and Disbursements</u>	<u>Current Period</u>	<u>Year to Date</u>
Cash Balance at Beginning of Period	\$92,654.09	\$360,135.78
Collections:		
2022 Tax Collections	7,554.06	124,550.82
2021 Tax Collections	545.68	2,925.27
2020 Tax Collections	804.41	880.94
2019 Tax Collections	1,008.64	1,089.89
2018 Tax Collections	468.45	468.45
2017 Tax Collections	488.43	488.43
2016 Tax Collections	475.00	475.00
2015 Tax Collections	439.67	439.67
2014 Tax Collections	395.74	395.74
2013 Tax Collections	358.47	358.47
2012 Tax Collections	358.98	358.98
2011 Tax Collections	390.71	390.71
2010 Tax Collections	394.94	394.94
2009 Tax Collections	7.09	7.09
2008 Tax Collections	7.87	7.87
2007 Tax Collections	8.75	8.75
2006 Tax Collections	10.47	10.47
2005 Tax Collections	12.48	12.48
SIT Overage Collections	0.00	12.61
Penalty and Interest	4,610.56	21,899.28
Tax Attorney Fees	2,437.86	11,965.18
Overpayments	0.00	1,357.33
Returned Checks	0.00	-2,608.06
Interest Earned	<u>101.01</u>	<u>1,276.88</u>
Total Collections	20,879.27	167,167.19
Disbursements:		
Tax Assessor-Collector Fee	2,855.76	14,278.80
Tax Attorney Fee	683.12	10,539.43
Appraisal District Quarterly Fee	0.00	13,837.00
Transfer to Bond Fund	0.00	196,808.51
Transfer to Maintenance Fund	0.00	173,191.49
Publication Cost	845.90	845.90
Refund Overpayments	956.22	9,391.73
Bank Charges	<u>0.00</u>	<u>217.75</u>
Total Disbursements	<u>5,341.00</u>	<u>419,110.61</u>
Cash Balance at End of Period	<u>\$108,192.36</u>	<u>\$108,192.36</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of October 31, 2023

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>
2023	\$3,843,906.10	\$0.00	\$3,843,906.10	0.00%
2022	3,763,638.45	3,727,118.04	36,520.41	99.03%
2021	3,382,988.57	3,365,965.89	17,022.68	99.50%
2020	3,164,439.11	3,151,636.70	12,802.41	99.60%
2019	3,081,419.47	3,069,244.05	12,175.42	99.60%
2018	2,906,820.36	2,899,204.75	7,615.61	99.74%
2017	2,895,613.63	2,887,902.21	7,711.42	99.73%
2016	2,808,690.61	2,802,970.88	5,719.73	99.80%
2015	2,573,712.76	2,569,834.92	3,877.84	99.85%
2014	2,301,769.82	2,297,895.06	3,874.76	99.83%
2013	2,097,527.32	2,094,489.96	3,037.36	99.86%
2012	2,071,519.13	2,068,914.02	2,605.11	99.87%
2011	2,121,714.06	2,119,595.06	2,119.00	99.90%
2010	2,138,895.52	2,136,752.39	2,143.13	99.90%
2009	2,160,628.25	2,158,243.88	2,384.37	99.89%
2008	2,142,045.24	2,140,369.95	1,675.29	99.92%
2007	2,084,977.70	2,082,933.82	2,043.88	99.90%
2006	2,108,720.67	2,106,771.68	1,948.99	99.91%
2005	2,197,283.24	2,195,556.05	1,727.19	99.92%
2004	2,010,295.69	2,007,622.69	2,673.00	99.87%
2003	1,863,011.08	1,860,553.66	2,457.42	99.87%
2002	1,743,166.99	1,742,780.89	386.10	99.98%
2001	1,705,006.18	1,704,772.45	233.73	99.99%
2000	1,630,288.09	1,630,151.22	136.87	99.99%
1999	1,482,019.84	1,481,978.10	41.74	100.00%
1998	1,346,040.98	1,345,882.41	158.57	99.99%
1997	1,218,889.39	1,218,854.71	34.68	100.00%
1996	1,156,053.10	1,156,021.00	32.10	100.00%
1995	1,130,565.24	1,130,545.88	19.36	100.00%
1994	1,124,058.85	1,124,058.85	0.00	100.00%
1993	1,075,288.28	1,075,288.28	0.00	100.00%
1992	1,056,792.83	1,056,792.83	0.00	100.00%
1991	1,062,453.27	1,062,453.27	0.00	100.00%
1990	918,308.87	918,308.87	0.00	100.00%
1989	894,403.45	894,403.45	0.00	100.00%
1988	856,779.83	856,779.83	0.00	100.00%
1987	853,204.06	853,204.06	0.00	100.00%
1986	857,037.29	857,037.29	0.00	100.00%
1985	793,674.23	793,674.23	0.00	100.00%
1984	760,460.05	760,460.05	0.00	100.00%
1982	<u>561,303.52</u>	<u>561,303.52</u>	<u>0.00</u>	<u>100.00%</u>
Totals	<u>\$75,945,411.12</u>	<u>\$71,968,326.85</u>	<u>\$3,977,084.27</u>	<u>94.76%</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of October 31, 2023

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>
2023	873,615,042	9.10%	0.23000	0.21000	0.44000	25,000 O/D
2022	800,774,298	13.68%	0.25000	0.22000	0.47000	25,000 O/D
2021	704,424,978	6.85%	0.29000	0.19000	0.48000	25,000 O/D
2020	659,267,550	2.70%	0.31500	0.16500	0.48000	25,000 O/D
2019	641,962,199	8.21%	0.32000	0.16000	0.48000	25,000 O/D
2018	593,228,582	2.44%	0.36000	0.13000	0.49000	10,000 O/D
2017	579,121,338	7.22%	0.36000	0.14000	0.50000	10,000 O/D
2016	540,136,676	9.13%	0.41000	0.11000	0.52000	10,000 O/D
2015	494,944,745	11.81%	0.39000	0.13000	0.52000	10,000 O/D
2014	442,648,062	9.74%	0.39000	0.13000	0.52000	10,000 O/D
2013	403,370,606	1.26%	0.42000	0.10000	0.52000	10,000 O/D
2012	398,369,066	-2.37%	0.42000	0.10000	0.52000	10,000 O/D
2011	408,021,927	-0.80%	0.42000	0.10000	0.52000	10,000 O/D
2010	411,326,061	-1.01%	0.42000	0.10000	0.52000	10,000 O/D
2009	415,504,618	0.87%	0.42000	0.10000	0.52000	10,000 O/D
2008	411,931,758	2.74%	0.42000	0.10000	0.52000	10,000 O/D
2007	400,957,245	6.48%	0.42000	0.10000	0.52000	10,000 O/D
2006	376,557,265	2.83%	0.46000	0.10000	0.56000	10,000 O/D
2005	366,208,721	9.30%	0.50000	0.10000	0.60000	10,000 O/D
2004	335,049,282	7.91%	0.50000	0.10000	0.60000	10,000 O/D
2003	310,501,847	6.88%	0.50000	0.10000	0.60000	10,000 O/D
2002	290,527,832	5.63%	0.50000	0.10000	0.60000	10,000 O/D
2001	275,035,288	9.50%	0.52000	0.10000	0.62000	10,000 O/D
2000	251,170,142	15.23%	0.57367	0.07547	0.64914	10,000 O/D
1999	217,977,950	10.11%	0.60460	0.07540	0.68000	10,000 O/D
1998	197,957,174	10.43%	0.63000	0.05000	0.68000	10,000 O/D
1997	179,258,410	3.88%	0.63000	0.05000	0.68000	10,000 O/D
1996	172,555,210	2.26%	0.62000	0.05000	0.67000	10,000 O/D
1995	168,741,080	2.08%	0.62000	0.05000	0.67000	10,000 O/D
1994	165,302,770	4.54%	0.63000	0.05000	0.68000	10,000 O/D
1993	158,130,630	3.99%	0.63000	0.05000	0.68000	10,000 O/D
1992	152,056,520	-0.53%	0.64500	0.05000	0.69500	10,000 O/D
1991	152,870,970	6.44%	0.64500	0.05000	0.69500	10,000 O/D
1990	143,620,410	4.37%	0.58940	0.05000	0.63940	10,000 O/D
1989	137,600,530	4.39%	0.60000	0.05000	0.65000	10,000 O/D
1988	131,812,280	0.42%	0.60000	0.05000	0.65000	10,000 O/D
1987	131,262,160	-8.11%	0.60000	0.05000	0.65000	10,000 O/D
1986	142,839,550	-1.02%	0.55000	0.05000	0.60000	10,000 O/D
1985	144,304,410	4.37%	0.50000	0.05000	0.55000	10,000 O/D
1984	138,265,460	-1.22%	0.50000	0.05000	0.55000	10,000 O/D
1982	139,975,940	0.00%	0.35100	0.05000	0.40100	10,000 O/D

Harris County Municipal Utility District Number 109

Tax Collector's Report Tax Collections for October, 2023

<u>Property Owner</u>	<u>Account No</u>	<u>Tax Amount</u>	<u>Pen & Int</u>	<u>Atty/Cost</u>	<u>Overpaid</u>	<u>Total Pmt</u>
2022 Tax Collections:						
Various Accounts	10 Accounts	<u>\$7,554.06</u>	<u>\$1,586.35</u>	<u>\$1,828.09</u>	<u>\$0.00</u>	<u>\$10,968.50</u>
Total 2022 Tax Collections		<u>\$7,554.06</u>	<u>\$1,586.35</u>	<u>\$1,828.09</u>	<u>\$0.00</u>	<u>\$10,968.50</u>
2021 Tax Collections:						
Cook Julia S	114-139-015-0036	<u>\$545.68</u>	<u>\$180.07</u>	<u>\$145.15</u>	<u>\$0.00</u>	<u>\$870.90</u>
Total 2021 Tax Collections		<u>\$545.68</u>	<u>\$180.07</u>	<u>\$145.15</u>	<u>\$0.00</u>	<u>\$870.90</u>
2020 Tax Collections:						
Barbosa Jose A Jr & Claudia P	111-766-000-0024	<u>\$194.59</u>	<u>\$88.05</u>	<u>\$56.43</u>	<u>\$0.00</u>	<u>\$339.07</u>
Cook Julia S	114-139-015-0036	<u>609.82</u>	<u>274.42</u>	<u>176.85</u>	<u>0.00</u>	<u>1,061.09</u>
Total 2020 Tax Collections		<u>\$804.41</u>	<u>\$362.47</u>	<u>\$233.28</u>	<u>\$0.00</u>	<u>\$1,400.16</u>
2019 Tax Collections:						
Cook Julia S	114-139-015-0036	<u>\$432.25</u>	<u>\$81.05</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$513.30</u>
Total 2019 Tax Collections		<u>\$432.25</u>	<u>\$81.05</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$513.30</u>
2018 Tax Collections:						
Cook Julia S	114-139-015-0036	<u>\$468.45</u>	<u>\$111.26</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$579.71</u>
Total 2018 Tax Collections		<u>\$468.45</u>	<u>\$111.26</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$579.71</u>
2017 Tax Collections:						
Cook Julia S	114-139-015-0036	<u>\$478.01</u>	<u>\$137.43</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$615.44</u>
Jose Angel Barbosa Jr	1053957	<u>10.42</u>	<u>10.32</u>	<u>4.15</u>	<u>0.00</u>	<u>24.89</u>
Total 2017 Tax Collections		<u>\$488.43</u>	<u>\$147.75</u>	<u>\$4.15</u>	<u>\$0.00</u>	<u>\$640.33</u>
2016 Tax Collections:						
Cook Julia S	114-139-015-0036	<u>\$471.60</u>	<u>\$172.13</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$643.73</u>
Jose Angel Barbosa Jr	1053957	<u>3.40</u>	<u>3.82</u>	<u>1.44</u>	<u>0.00</u>	<u>8.66</u>
Total 2016 Tax Collections		<u>\$475.00</u>	<u>\$175.95</u>	<u>\$1.44</u>	<u>\$0.00</u>	<u>\$652.39</u>
2015 Tax Collections:						
Cook Julia S	114-139-015-0036	<u>\$435.90</u>	<u>\$193.98</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$629.88</u>
Jose Angel Barbosa Jr	1053957	<u>3.77</u>	<u>4.74</u>	<u>1.71</u>	<u>0.00</u>	<u>10.22</u>
Total 2015 Tax Collections		<u>\$439.67</u>	<u>\$198.72</u>	<u>\$1.71</u>	<u>\$0.00</u>	<u>\$640.10</u>
2014 Tax Collections:						
Cook Julia S	114-139-015-0036	<u>\$391.55</u>	<u>\$205.56</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$597.11</u>
Jose Angel Barbosa Jr	1053957	<u>4.19</u>	<u>5.81</u>	<u>2.00</u>	<u>0.00</u>	<u>12.00</u>
Total 2014 Tax Collections		<u>\$395.74</u>	<u>\$211.37</u>	<u>\$2.00</u>	<u>\$0.00</u>	<u>\$609.11</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Tax Collections for October, 2023

<u>Property Owner</u>	<u>Account No</u>	<u>Tax Amount</u>	<u>Pen & Int</u>	<u>Atty/Cost</u>	<u>Overpaid</u>	<u>Total Pmt</u>
2013 Tax Collections:						
Cook Julia S	114-139-015-0036	\$353.81	\$214.05	\$0.00	\$0.00	\$567.86
Jose Angel Barbosa Jr	1053957	<u>4.66</u>	<u>7.09</u>	<u>2.35</u>	<u>0.00</u>	<u>14.10</u>
Total 2013 Tax Collections		<u>\$358.47</u>	<u>\$221.14</u>	<u>\$2.35</u>	<u>\$0.00</u>	<u>\$581.96</u>
2012 Tax Collections:						
Cook Julia S	114-139-015-0036	\$353.81	\$242.36	\$0.00	\$0.00	\$596.17
Jose Angel Barbosa Jr	1053957	<u>5.17</u>	<u>8.54</u>	<u>2.74</u>	<u>0.00</u>	<u>16.45</u>
Total 2012 Tax Collections		<u>\$358.98</u>	<u>\$250.90</u>	<u>\$2.74</u>	<u>\$0.00</u>	<u>\$612.62</u>
2011 Tax Collections:						
Cook Julia S	114-139-015-0036	\$384.96	\$294.49	\$0.00	\$0.00	\$679.45
Jose Angel Barbosa Jr	1053957	<u>5.75</u>	<u>10.27</u>	<u>3.20</u>	<u>0.00</u>	<u>19.22</u>
Total 2011 Tax Collections		<u>\$390.71</u>	<u>\$304.76</u>	<u>\$3.20</u>	<u>\$0.00</u>	<u>\$698.67</u>
2010 Tax Collections:						
Cook Julia S	114-139-015-0036	\$388.55	\$328.33	\$0.00	\$0.00	\$716.88
Jose Angel Barbosa Jr	1053957	<u>6.39</u>	<u>12.25</u>	<u>3.73</u>	<u>0.00</u>	<u>22.37</u>
Total 2010 Tax Collections		<u>\$394.94</u>	<u>\$340.58</u>	<u>\$3.73</u>	<u>\$0.00</u>	<u>\$739.25</u>
2009 Tax Collections:						
Jose Angel Barbosa Jr	1053957	<u>\$7.09</u>	<u>\$14.52</u>	<u>\$4.32</u>	<u>\$0.00</u>	<u>\$25.93</u>
Total 2009 Tax Collections		<u>\$7.09</u>	<u>\$14.52</u>	<u>\$4.32</u>	<u>\$0.00</u>	<u>\$25.93</u>
2008 Tax Collections:						
Jose Angel Barbosa Jr	1053957	<u>\$7.87</u>	<u>\$17.15</u>	<u>\$5.01</u>	<u>\$0.00</u>	<u>\$30.03</u>
Total 2008 Tax Collections		<u>\$7.87</u>	<u>\$17.15</u>	<u>\$5.01</u>	<u>\$0.00</u>	<u>\$30.03</u>
2007 Tax Collections:						
Jose Angel Barbosa Jr	1053957	<u>\$8.75</u>	<u>\$20.24</u>	<u>\$5.80</u>	<u>\$0.00</u>	<u>\$34.79</u>
Total 2007 Tax Collections		<u>\$8.75</u>	<u>\$20.24</u>	<u>\$5.80</u>	<u>\$0.00</u>	<u>\$34.79</u>
2006 Tax Collections:						
Jose Angel Barbosa Jr	1053957	<u>\$10.47</u>	<u>\$25.59</u>	<u>\$7.21</u>	<u>\$0.00</u>	<u>\$43.27</u>
Total 2006 Tax Collections		<u>\$10.47</u>	<u>\$25.59</u>	<u>\$7.21</u>	<u>\$0.00</u>	<u>\$43.27</u>
2005 Tax Collections:						
Jose Angel Barbosa Jr	1053957	<u>\$12.48</u>	<u>\$32.14</u>	<u>\$6.69</u>	<u>\$0.00</u>	<u>\$51.31</u>
Total 2005 Tax Collections		<u>\$12.48</u>	<u>\$32.14</u>	<u>\$6.69</u>	<u>\$0.00</u>	<u>\$51.31</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Tax Collections for October, 2023

Summary of Other Collections	<u>\$1,958.73</u>	<u>\$1,973.24</u>	<u>\$0.00</u>	\$12,932.41
SIT Overage Collections				12.61
Interest Earnings				<u>101.98</u>
Total Collected during Month				<u>\$13,047.00</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Detail as of October 31, 2023

Property Owner	Account No.	2021 Tax	2020 Tax	2019 Tax	2018 Tax	Prior Yrs
Exchange Church Houston	043-206-000-0195	\$0.00	\$816.49	\$0.00	\$0.00	\$0.00
Wu & Chen Investment LL	102-063-000-0008	0.00	0.00	248.01	0.00	0.00
D:Vineyard Travis & Danell	102-065-000-0007	627.44	559.49	552.96	581.84	3,310.66
D:Gaddis John M	102-068-000-0021	725.87	648.97	758.83	0.00	0.00
D:Catlin Steven L	102-069-000-0004	107.77	97.98	89.07	77.52	0.00
P:Hodge Jerry David	108-488-000-0003	780.19	0.00	0.00	0.00	0.00
Q:Flores Marilu H	108-488-000-0008	214.20	0.00	0.00	0.00	0.00
D:Tolliver Cletis F & Glend	108-489-000-0011	795.29	728.43	0.00	0.00	0.00
Wilson Rita J	108-494-000-0037	0.00	654.37	0.00	0.00	0.00
Feichak Kenneth W & Ruby	108-496-000-0031	708.44	0.00	0.00	0.00	0.00
Wilson Dewey M	108-497-000-0032	678.39	620.57	603.40	708.16	2,045.11
D:Key Sherry R	109-142-000-0001	599.32	539.39	484.90	360.88	123.40
D:Cartwright Ed & Diane	109-142-000-0034	591.96	591.09	526.44	550.92	4,109.80
D:Brokaw Sharon	109-144-000-0002	544.19	0.00	444.96	475.30	1,010.49
S:Riley Michael E & Tamar	110-750-000-0050	687.13	700.92	0.00	0.00	0.00
James Herbert Jr	111-527-000-0004	865.56	0.00	0.00	0.00	0.00
S:Deyle Kurt	111-527-000-0010	740.13	672.85	611.68	234.17	0.00
D:Curry Arthur W & Sharon	113-133-000-0008	406.50	0.00	0.00	0.00	0.00
D:Sanchez Olga	113-142-000-0043	245.73	0.00	0.00	0.00	0.00
S:Jackson Keshell	114-139-009-0015	758.96	717.52	652.30	612.80	1,245.34
Chicosky Gregory P	114-139-010-0017	0.00	0.00	563.41	0.00	0.00
Heng Jonathan	114-139-010-0027	681.48	0.00	0.00	0.00	0.00
D:Paxton Roy C & Debbie P	114-139-010-0036	465.25	429.28	379.35	0.00	188.48
Lacour Carey L & Vanita	114-139-013-0053	739.39	688.33	0.00	0.00	0.00
D:Gonzalez Virginia	114-139-015-0003	596.54	547.43	487.49	527.53	488.00
Geibe Virginia	114-139-015-0004	0.00	0.00	477.24	0.00	0.00
Walton Gregory L	114-350-014-0012	561.99	0.00	0.00	0.00	0.00
Blow Frederick E & Cheryl	114-350-015-0118	0.00	0.00	0.00	1,036.24	1,057.39
D:Harris Virginia B	114-350-016-0083	955.49	869.22	855.21	868.88	4,941.84
D:Knight Chris & Terry	115-511-019-0012	1,147.98	1,032.72	0.00	0.00	0.00
S:Mitchem Anna M	115-511-021-0036	0.00	0.00	0.00	258.74	0.00
Rosques Sandra P	116-276-000-0580	0.00	0.00	2,976.58	0.00	0.00
Marendes David K & Joyce	119-848-002-0024	121.99	0.00	0.00	0.00	0.00
Holley Guniganti Kings	120-416-002-0007	26.84	0.00	0.00	0.00	0.00
Digital Professionals Compt	2064780	21.63	21.63	21.63	21.89	135.32
B & L Capital Inc	2154083	19.99	20.08	15.90	24.08	206.42
Kevin R Culp	2157330	41.58	43.58	43.58	46.42	411.16
S:Dupree Express Trucking	2172915	86.07	86.07	86.07	99.37	842.14
ARC Insurance Agency	2209050	43.75	43.75	43.75	44.66	140.35
S:James Lewis	2213148	16.57	24.50	31.25	39.75	298.50
Phones-R-Us Inc	2289501	54.29	54.29	54.29	54.59	0.00
Tomas A Arden Landaverde	2313791	85.23	0.00	0.00	0.00	0.00
Serenty Health Services LL	2337347	30.91	40.32	0.00	0.00	0.00
Gabriel Martinez	2338191	96.76	0.00	0.00	0.00	0.00
Amfah Investments LLC	2343023	210.67	175.29	0.00	0.00	0.00
Spoiled Mutts	2343180	90.26	90.26	0.00	0.00	0.00
Di Maria Fresh Food	2343249	121.47	0.00	0.00	0.00	0.00
Fresh Ink Media Group	2344047	54.92	54.92	0.00	0.00	0.00
Adorn Tattoo	2344404	18.40	18.40	0.00	0.00	0.00
Cobos BBQ LLC	2352871	146.40	146.40	0.00	0.00	0.00
All Me Hotshot Logistics	2353748	87.38	0.00	0.00	0.00	0.00
Ismeal Anaya	2363334	226.80	287.85	0.00	0.00	0.00
Prior Years Personal Property		195.58	780.02	851.50	991.06	26,000.55
Total Receivable		\$17,022.68	\$12,802.41	\$11,859.80	\$7,614.80	46,554.95



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | November 21, 2023

Harris County Municipal Utility District No. 109

Exhibit E



WEBSITE

www.municipalaccounts.com



ADDRESS

1281 Brittmoore Road
Houston, Texas 77043



CONTACT

Phone: 713.623.4539
Fax: 713.629.6859

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Spotlight On Water Accountability

Why is this number so important? Your District's annual accountability is a snapshot of the overall health of your water system and the facilities that supply water and wastewater to your residents. For Districts who are a Master District and managing facilities on behalf of the partner Districts, anything above 90% is considered normal. But sometimes percentages don't resonate in a meaningful way. Using our formula, we give you a rough estimate of what each 1% of your Water Accountability generates in dollars. When you know a dollar amount, it becomes more valuable, as you understand what each 1% is worth to the potential bottom line of your District.

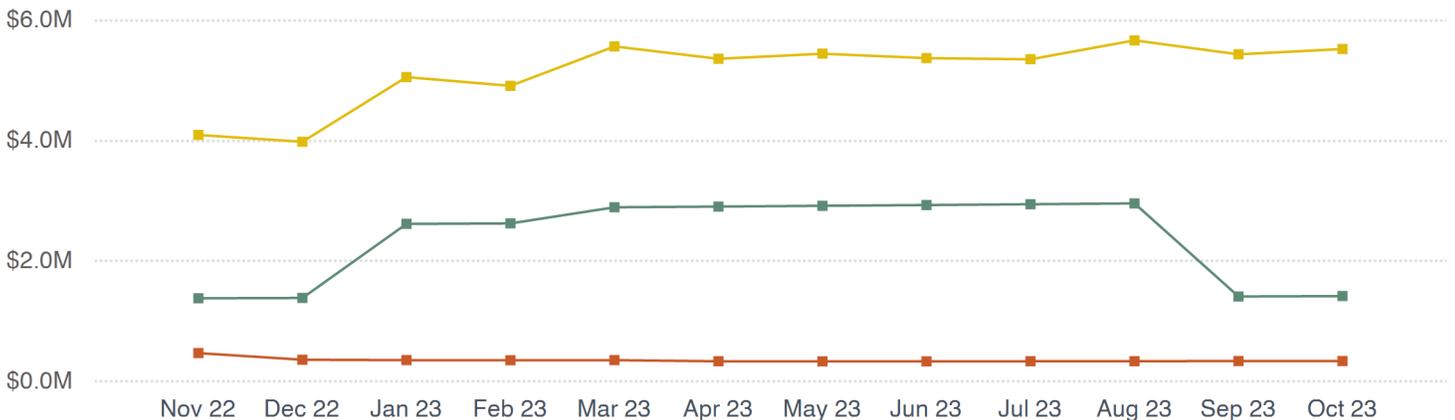
2020	2021	2022	2023	Annually
Gallons Pumped / Purchased 318,222,000	Gallons Pumped / Purchased 331,387,000	Gallons Pumped / Purchased 311,623,000	Gallons Pumped / Purchased 362,186,000	1% of Water Accountability equals approximately:
Billed 279,874,000	Billed 288,228,000	Billed 268,905,000	Billed 327,127,000	
RATIO 87.95%	RATIO 86.98%	RATIO 86.29%	RATIO 90.32%	\$26,307

Account Balance | As of 11/21/2023



Total For All Accounts: \$6,969,252

Account Balance By Month | November 2022 - October 2023



Monthly Financial Summary - General Operating Fund



Harris County MUD No. 109 - GOF

Account Balance Summary

Balance as of 10/18/2023 **\$5,054,535**

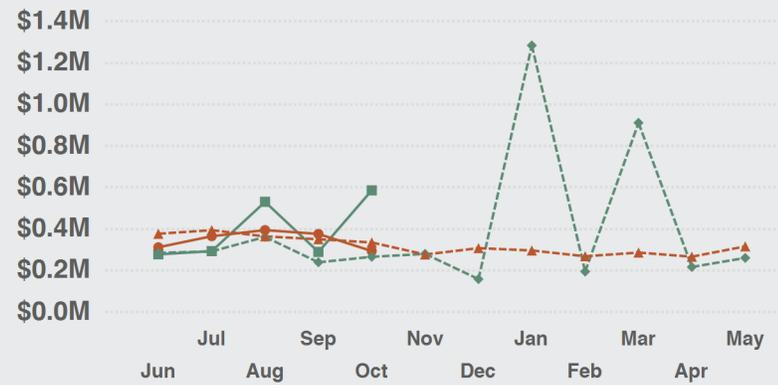
Receipts 818,307

Disbursements (662,421)

Balance as of 11/21/2023 **\$5,210,421**

Overall Revenues & Expenditures By Month (Year to Date)

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



October 2023

Revenues

Actual	Budget	Over/(Under)
\$586,317	\$258,335	\$327,982

Expenditures

Actual	Budget	Over/(Under)
\$294,039	\$304,555	(\$10,516)

June 2023 - October 2023 (Year to Date)

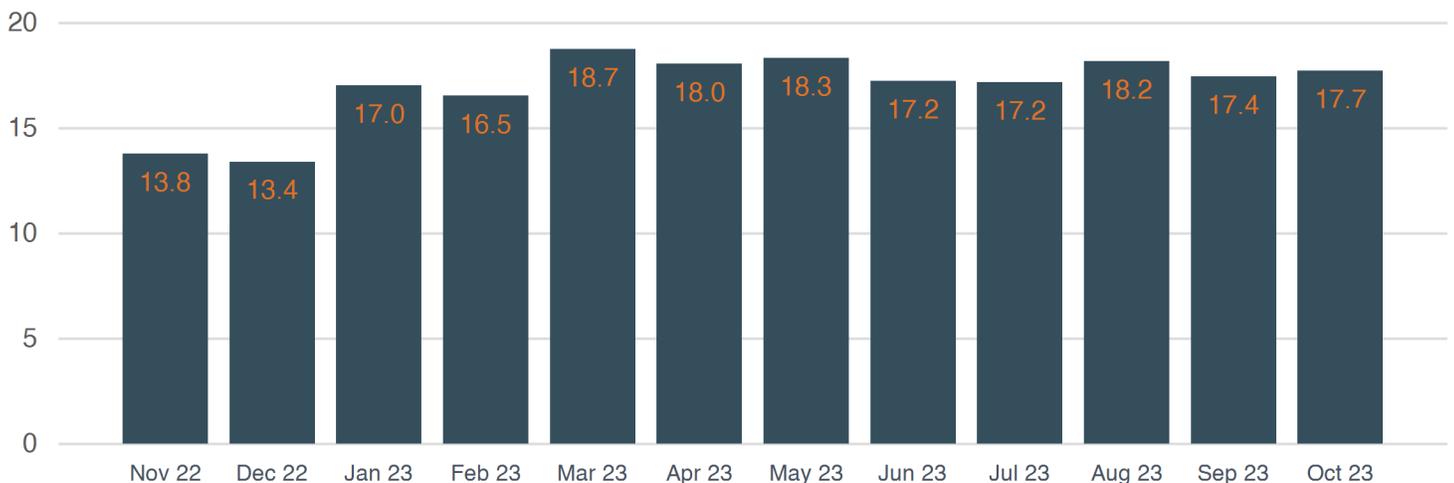
Revenues

Actual	Budget	Over/(Under)
\$1,977,832	\$1,676,613	\$301,219

Expenditures

Actual	Budget	Over/(Under)
\$1,742,567	\$1,746,447	(\$3,880)

Operating Fund Reserve Coverage Ratio (In Months)



Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 10/18/2023				\$6,880.12
Receipts				
	HC 151 Water Supply		6,145.60	
	Interest Earned on Checking		203.40	
	Sweep from Lockbox Account		330,508.05	
	City of Houston - Sales Tax Rebate		7,643.16	
Total Receipts				\$344,500.21
Disbursements				
16294	Loan Kim Vo	VOID: Customer Refund	0.00	
16390	Brightspeed	Telephone Expense	(897.82)	
16391	Centerpoint Energy	Utilities Expense	(389.21)	
16393	Texas Commission on Environmental Quality	Water System Fee	(7,666.05)	
16394	Oaks of Atascocita Community Improvement	Security Contribution - Oct & Nov 2023	(7,500.00)	
16395	Cheryl C. Moore	Fees of Office - 11/21/2023	(204.10)	
16396	Chris Green	Fees of Office - 11/21/2023	(204.08)	
16397	Nancy Frank	Fees of Office - 11/21/2023	(204.09)	
16398	Owen H. Parker	Fees of Office - 11/21/2023	(204.09)	
16399	Robin Sulpizio	Fees of Office - 11/21/2023	(204.08)	
16400	Cheryl C. Moore	Expense	(29.95)	
16401	Chris Green	Fees of Office - 11/07/2023 & Expense	(268.40)	
16402	Nancy Frank	Expense	(86.26)	
16403	Owen H. Parker	Fees of Office - 11/6-14/2023 & Expense	(652.29)	
16404	Robin Sulpizio	Expense	(65.00)	
16405	Loan Kim Vo	Customer Refund - Reissue 16294	(23.66)	
16406	Alexandra Dallas & Saubhagya Kumar	Customer Refund	(64.00)	
16407	Allyson Park	Customer Refund	(44.80)	
16408	Barbara Madigan	Customer Refund	(25.74)	
16409	Brenda M McBride	Customer Refund	(101.17)	
16410	Byron Barnfield	Customer Refund	(30.16)	
16411	Coshai Dorsey	Customer Refund	(90.63)	
16412	CSD Realty, LLC	Customer Refund	(178.34)	
16413	D & D Squared Investments, LLC	Customer Refund	(343.51)	
16414	Erin Robb	Customer Refund	(93.06)	
16415	Frank & Steph Taska	Customer Refund	(82.58)	
16416	Green Rose Fiscal Solution, LLC	Customer Refund	(32.41)	
16417	Joel Miller	Customer Refund	(25.07)	
16418	Luis & Maria Villalobos	Customer Refund	(47.69)	
16419	Market Force Realty	Customer Refund	(180.46)	
16420	Natasha Burks	Customer Refund	(65.89)	
16421	Offerpad, LLC.	Customer Refund	(146.73)	
16422	Opendoor Labs, Inc	Customer Refund	(144.97)	
16423	Oscar Castellon	Customer Refund	(253.71)	

Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Disbursements				
16424	R H Schriener	Customer Refund	(24.14)	
16425	Re/Max Legends	Customer Refund	(194.80)	
16426	Shana Williams	Customer Refund	(59.31)	
16427	Tricon SFR 2020-2 Borrower LLC	Customer Refund	(192.67)	
16428	Tru Start Renovations, LLC	Customer Refund	(159.33)	
16429	Atascocita Joint Operations Board	Schedule B & C Costs	(55,606.27)	
16430	BGE, Inc.	Engineering Fees	(4,802.88)	
16431	CDC Unlimited, LLC	Mowing Expense	(2,929.00)	
16432	DXI Industries	Chemical Expenses	(1,508.02)	
16433	ELS Concrete & Landscaping	Concrete and Landscape Repairs	(3,000.00)	
16434	GFL Environmental	Garbage Expense	(1,160.79)	
16435	Harris County Treasurer	Patrol Services	(40,740.00)	
16436	Hawkins, Inc	Chemicals Expense	(6,808.50)	
16437	Hudson Energy	Utilities Expense	(11,547.77)	
16438	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(3,724.37)	
16439	NHCRWA	Water Authority Fees	(88,337.15)	
16440	Norton Rose Fulbright US LLP	Legal Fees	(9,649.17)	
16441	Oaks of Atascocita Community Improvement	Security Contribution - HOA	(3,750.00)	
16442	Tackle Construction Co., Inc.	Maintenance and Repair	(750.00)	
16443	Today's Integration	Security Monitoring	(11,062.10)	
16444	Water Utility Services, Inc.	Laboratory Fees	(340.00)	
16445	WWWMS	Maintenance and Operations	(63,546.92)	
16446	Brightspeed	Auto Dialers	0.00	
16447	Centerpoint Energy	Utilities Expense	0.00	
Svc Chrg	Central Bank	Service Charge	(5.00)	
Total Disbursements			(\$330,448.19)	
Balance as of 11/21/2023				\$20,932.14

Cash Flow Report - Operator Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 10/18/2023				\$225,800.54
Receipts				
	Accounts Receivable		126,721.87	
	Accounts Receivable		124,304.85	
Total Receipts				\$251,026.72
Disbursements				
Ret Ck	Central Bank	Customer Returned Checks (14)	(1,460.09)	
Svc Chrg	Central Bank	Service Charge	(5.00)	
Sweep	Harris County MUD 109	Transfer to Checking Account	(330,508.05)	
Total Disbursements				(\$331,973.14)
Balance as of 11/21/2023				\$144,854.12

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	October 2023			June 2023 - October 2023			Annual Budget	
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)		
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	47,033	45,840	1,193	282,374	309,420	(27,046)	573,000
14102	Surface Water - Reserve	93,156	113,496	(20,340)	618,768	766,098	(147,330)	1,418,700
14103	Capital Contribution Credit-NHC	12,261	0	12,261	61,306	0	61,306	0
14105	Connection Fees	2,000	2,583	(583)	11,875	12,917	(1,042)	31,000
14108	Water Sales to HC 151	1,521	1,116	405	6,568	6,561	7	13,500
Total Water Revenue		155,971	163,035	(7,064)	980,891	1,094,996	(114,105)	2,036,200
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	53,053	54,950	(1,897)	277,373	274,750	2,623	659,400
Total Wastewater Revenue		53,053	54,950	(1,897)	277,373	274,750	2,623	659,400
Property Tax Revenue								
14301	Maintenance Tax Collections	0	0	0	173,191	105,120	68,071	1,722,365
Total Property Tax Revenue		0	0	0	173,191	105,120	68,071	1,722,365
Sales Tax Revenue								
14401	COH Rebate	7,551	8,108	(557)	43,668	40,542	3,126	97,300
Total Sales Tax Revenue		7,551	8,108	(557)	43,668	40,542	3,126	97,300
Tap Connection Revenue								
14501	Tap Connections	0	1,250	(1,250)	0	6,250	(6,250)	15,000
14502	Inspection Fees	801	817	(16)	4,305	4,083	222	9,800
Total Tap Connection Revenue		801	2,067	(1,266)	4,305	10,333	(6,028)	24,800
Administrative Revenue								
14702	Penalties & Interest	9,327	7,908	1,419	40,868	39,542	1,326	94,900
Total Administrative Revenue		9,327	7,908	1,419	40,868	39,542	1,326	94,900
Interest Revenue								
14801	Interest Earned on Checking	203	200	3	826	1,000	(174)	2,400
14802	Interest Earned on Temp. Invest	22,780	22,008	772	117,759	110,039	7,720	264,094
Total Interest Revenue		22,984	22,208	776	118,585	111,039	7,546	266,494
Other Revenue								
15801	Miscellaneous Income	336,631	58	336,573	338,951	292	338,660	700
Total Other Revenue		336,631	58	336,573	338,951	292	338,660	700
Total Revenues		586,317	258,335	327,982	1,977,832	1,676,613	301,219	4,902,159

Expenditures

Water Service

16102	Operations - Water	9,254	9,650	(396)	47,180	48,250	(1,070)	115,800
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Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	October 2023			June 2023 - October 2023			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Water Service							
16105 Maintenance & Repairs - Water	32,410	33,333	(923)	177,421	166,667	10,754	400,000
16107 Chemicals - Water	8,147	6,333	1,813	46,896	31,667	15,229	76,000
16108 Laboratory Expense - Water	650	658	(8)	3,450	3,292	158	7,900
16109 Mowing - Water	1,543	1,125	418	8,484	5,625	2,859	13,500
16110 Utilities - Water	9,907	9,083	824	51,698	45,417	6,281	109,000
16111 Reconnections	1,015	925	90	5,040	4,625	415	11,100
16112 Disconnection Expense	360	425	(65)	1,680	2,125	(445)	5,100
16113 Service Account Collection	2,423	2,617	(194)	11,050	13,083	(2,034)	31,400
16114 Telephone Expense - Water	458	483	(25)	2,383	2,417	(33)	5,800
16116 Permit Expense - Water	0	658	(658)	0	3,292	(3,292)	7,900
16117 TCEQ Regulatory Expense - Water	0	0	0	0	0	0	3,081
16118 Surface Water Fee	100,598	124,976	(24,378)	737,677	843,588	(105,911)	1,562,200
Total Water Service	166,764	190,268	(23,503)	1,092,958	1,170,046	(77,088)	2,348,781
Wastewater Service							
16202 Operations - Wastewater	2,295	2,400	(105)	11,716	12,000	(284)	28,800
16204 Purchase Wastewater Service	55,678	41,800	13,878	278,169	209,000	69,169	501,600
16205 Maint & Repairs - Wastewater	12,625	15,717	(3,092)	72,893	78,583	(5,691)	188,600
16207 Chemicals - Wastewater	0	392	(392)	331	1,958	(1,627)	4,700
16208 Laboratory Fees - Wastewater	0	233	(233)	530	1,167	(637)	2,800
16209 Mowing - Wastewater	1,387	967	420	7,626	4,833	2,792	11,600
16210 Utilities - Lift Station	2,030	2,225	(195)	10,480	11,125	(645)	26,700
16214 Telephone Expense - Wastewater	440	458	(18)	2,096	2,292	(195)	5,500
16217 TCEQ Regulatory Exp-Wastewater	0	0	0	0	0	0	3,081
Total Wastewater Service	74,454	64,192	10,262	383,841	320,958	62,883	773,381
Garbage Service							
16301 Garbage Expense	1,161	1,147	14	4,872	5,735	(863)	13,764
Total Garbage Service	1,161	1,147	14	4,872	5,735	(863)	13,764
Tap Connection							
16501 Tap Connection Expense	0	583	(583)	0	2,917	(2,917)	7,000
16502 Inspection Expense	1,288	1,158	129	6,797	5,792	1,006	13,900
Total Tap Connection	1,288	1,742	(454)	6,797	8,708	(1,911)	20,900
Administrative Service							
16703 Legal Fees	9,595	5,283	4,312	34,414	26,417	7,997	63,400
16705 Auditing Fees	4,000	3,500	500	18,500	18,000	500	18,000
16706 Engineering Fees	2,676	6,667	(3,991)	35,675	33,333	2,341	80,000
16709 Election Expense	0	833	(833)	0	4,167	(4,167)	10,000
16710 Website Expense	188	75	113	375	375	0	900

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	October 2023			June 2023 - October 2023			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Administrative Service							
16712 Bookkeeping Fees	3,439	3,920	(481)	25,143	28,560	(3,417)	56,000
16714 Printing & Office Supplies	2,467	2,525	(59)	12,035	12,625	(590)	30,300
16716 Delivery Expense	30	25	5	209	125	84	300
16717 Postage	57	58	(2)	289	292	(2)	700
16718 Insurance & Surety Bond	0	0	0	0	0	0	39,900
16719 AWBD Expense	0	0	0	1,900	500	1,400	13,200
16722 Bank Service Charges	10	92	(82)	175	458	(283)	1,100
16723 Travel Expense	34	117	(83)	175	583	(408)	1,400
16727 Arbitrage Expense	0	750	(750)	0	2,250	(2,250)	3,250
16728 Record Storage Fees	70	33	37	213	167	46	400
Total Administrative Service	22,565	23,878	(1,314)	129,103	127,852	1,251	318,850
Security Service							
16801 Security Patrol Expense	24,120	19,708	4,412	101,720	98,542	3,178	236,500
16802 Security Monitoring	345	92	253	11,447	458	10,989	1,100
Total Security Service	24,465	19,800	4,665	113,167	99,000	14,167	237,600
Payroll Expense							
17101 Payroll Expenses	1,903	2,083	(180)	7,571	10,417	(2,846)	25,000
Total Payroll Expense	1,903	2,083	(180)	7,571	10,417	(2,846)	25,000
Other Expense							
17802 Miscellaneous Expense	286	292	(6)	1,525	1,458	66	3,500
Total Other Expense	286	292	(6)	1,525	1,458	66	3,500
Total Expenditures	292,885	303,401	(10,516)	1,739,834	1,744,175	(4,341)	3,741,776
Total Revenues (Expenditures)	293,432	(45,066)	338,499	237,998	(67,562)	305,560	1,160,383

Other Expenditures

Capital Outlay

17901 Capital Outlay							
17901a Capital Outlay - General	0	0	0	462	0	462	0
17901b Capital Outlay - AJOB	0	0	0	0	0	0	50,000
17901c WP 1 Well Rehab	0	0	0	0	0	0	200,000
17901d WP 1 Electrical Improvements	0	0	0	0	0	0	250,000
17901e WP 1 GST 1 Replacement	0	0	0	0	0	0	250,000
17901f HC 46 Water Interconnect	0	0	0	0	0	0	50,000
17901g Manhole Valve Rehab	0	0	0	0	0	0	250,000
Total Capital Outlay	0	0	0	462	0	462	1,050,000

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	October 2023			June 2023 - October 2023			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Other Expenditures							
Capital Outlay							
17904 Capital Outlay - Barents Dr L/S	1,154	1,154	0	2,272	2,272	0	50,000
Total Capital Outlay	1,154	1,154	0	2,734	2,272	462	1,100,000
Total Other Expenditures	1,154	1,154	0	2,734	2,272	462	1,100,000
Total Other Revenues (Expenditures)	(1,154)	(1,154)	0	(2,734)	(2,272)	(462)	(1,100,000)
Excess Revenues (Expenditures)	292,278	(46,221)	338,499	235,265	(69,834)	305,098	60,383

Balance Sheet as of 10/31/2023

Harris County MUD No. 109 - GOF



Assets

Bank

11101 Cash in Bank	\$335,334
11102 Operator	144,854
Total Bank	\$480,188

Investments

11201 Time Deposits	\$5,044,634
Total Investments	\$5,044,634

Receivables

11301 Accounts Receivable	\$249,360
11303 Maintenance Tax Receivable	105,651
11305 Accrued Interest	5,684
11306 Due From COH	26,752
11308 Due From Others	137,290
Total Receivables	\$524,737

Interfund Receivables

11403 Due From Tax Account	\$550,797
Total Interfund Receivables	\$550,797

Reserves

11601 Reserve in A.C.P.	\$263,420
Total Reserves	\$263,420

Total Assets

\$6,863,777

Liabilities & Equity

Liabilities

Accounts Payable

12101 Accounts Payable	\$185,370
12102 Payroll Liabilities	271
Total Accounts Payable	\$185,640

Other Current Liabilities

12202 Due to TCEQ	\$2,351
Total Other Current Liabilities	\$2,351

Deferrals

12502 Deferred Taxes	\$105,651
Total Deferrals	\$105,651

Deposits

12601 Customer Meter Deposits	\$306,796
12606 Zimmerman Properties - 9 acre	503
12607 Madden Tract	172

Balance Sheet as of 10/31/2023

Harris County MUD No. 109 - GOF



Liabilities & Equity

Liabilities	
Deposits	
12608 Woodland Hills Annexation	7,235
Total Deposits	<u>\$314,706</u>
Total Liabilities	<u>\$608,349</u>
Equity	
Unassigned Fund Balance	
13101 Unallocated Fund Balance	\$6,020,164
Total Unassigned Fund Balance	<u>\$6,020,164</u>
Net Income	<u>\$235,265</u>
Total Equity	<u>\$6,255,428</u>
Total Liabilities & Equity	<u><u>\$6,863,777</u></u>

Monthly Financial Summary - Capital Projects Fund

Harris County MUD No. 109 - CPF

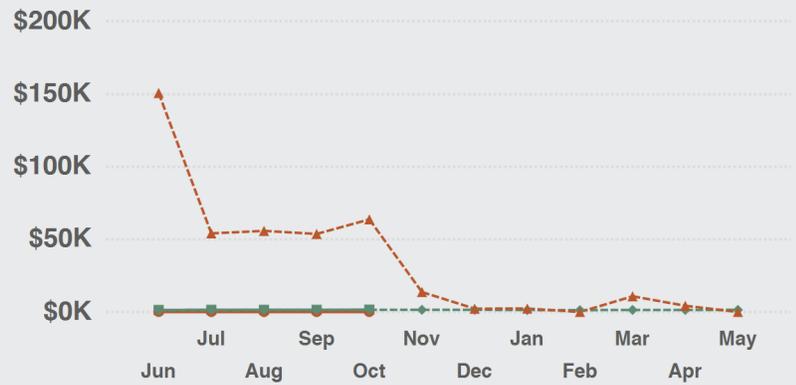


Account Balance Summary

Balance as of 10/18/2023	\$338,712
Receipts	1,601
Disbursements	(5)
Balance as of 11/21/2023	\$340,308

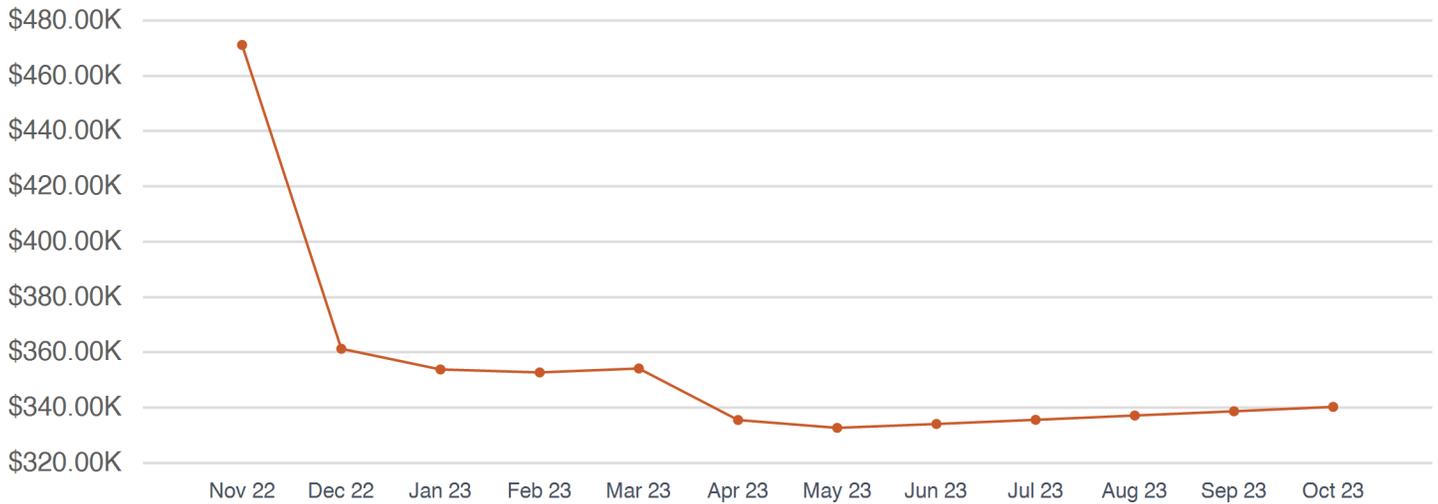
Overall Revenues & Expenditures By Month (Year to Date)

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



Account Balance By Month | November 2022 - October 2023

—●— CAPITAL PROJECTS FUND



Cash Flow Report - Checking Account

Harris County MUD No. 109 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 10/18/2023				\$105.00
Receipts				
	No Receipts Activity		0.00	
Total Receipts				\$0.00
Disbursements				
Svc Chrg	Central Bank	Service Charge	(5.00)	
Total Disbursements				(\$5.00)
Balance as of 11/21/2023				\$100.00

District Debt Summary as of 11/21/2023

Harris County MUD No. 109 - DSF



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

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

Outstanding Debt Breakdown

Series Issued	Original Bonds Issued	Maturity Date	Principal Outstanding
2021 - Refunding	\$3,705,000	2029	\$2,895,000
2017 - WS&D	\$12,100,000	2041	\$10,850,000
2015 - Refunding	\$5,920,000	2030	\$5,200,000
Total	\$21,725,000		\$18,945,000

District Debt Schedule

Harris County MUD No. 109 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$0.00	\$37,275.00	\$37,275.00
Bank of New York	2017 - WS&D	\$0.00	\$177,671.88	\$177,671.88
Regions Bank	2015 - Refunding	\$0.00	\$67,392.00	\$67,392.00
Total Due 04/01/2024		\$0.00	\$282,338.88	\$282,338.88

Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$825,000.00	\$37,275.00	\$862,275.00
Bank of New York	2017 - WS&D	\$460,000.00	\$177,671.88	\$637,671.88
Regions Bank	2015 - Refunding	\$220,000.00	\$67,392.00	\$287,392.00
Total Due 10/01/2024		\$1,505,000.00	\$282,338.88	\$1,787,338.88

Investment Profile as of 11/21/2023

Harris County MUD No. 109

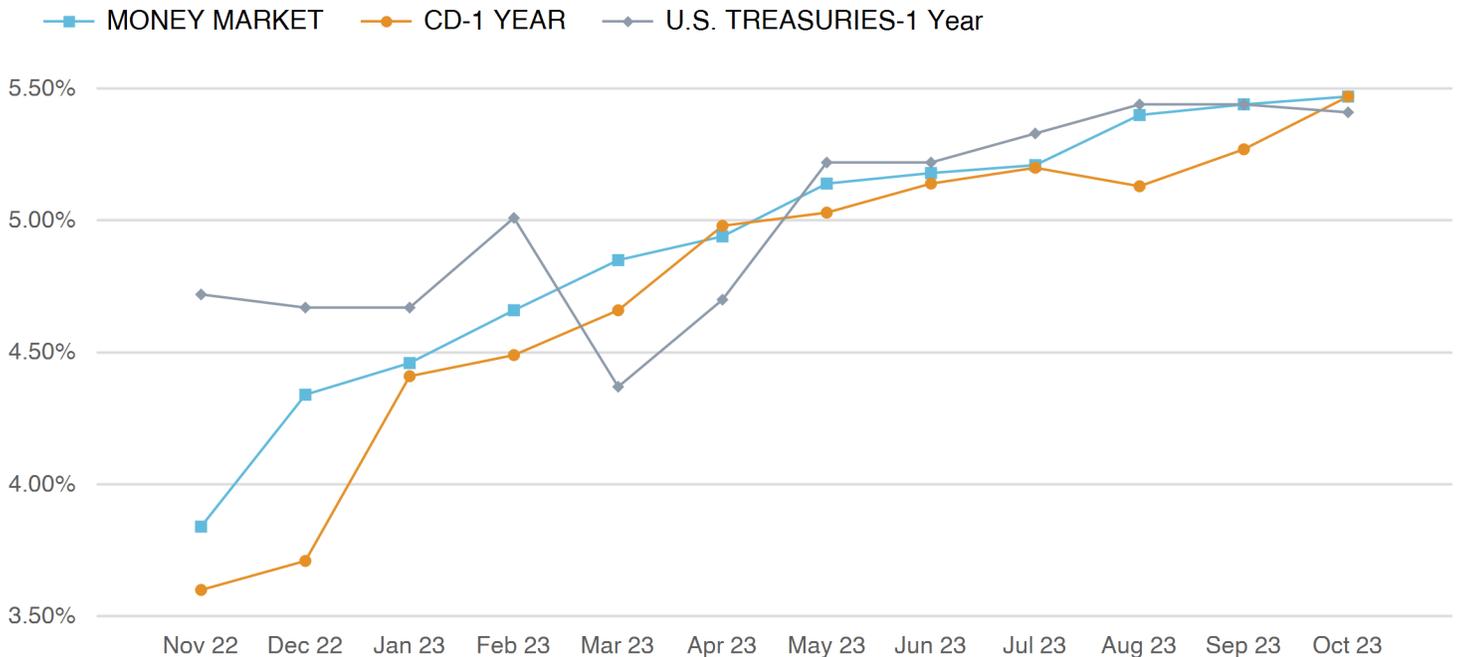


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$5,210,421	Funds Available to Invest \$340,308	Funds Available to Invest \$1,418,524	Funds Available to Invest N/A
Funds Invested \$5,044,634	Funds Invested \$340,208	Funds Invested \$1,418,524	Funds Invested N/A
Percent Invested 97%	Percent Invested 99%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.48%	180 Days	5.46%	180 Days	5.47%
		270 Days	5.46%	270 Days	5.47%
		1 Yr	5.54%	1 Yr	5.38%
		13 Mo	5.50%	13 Mo	N/A
		18 Mo	3.99%	18 Mo	5.38%
		2 Yr	2.83%	2 Yr	5.07%

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

Investment Rates Over Time (By Month) | November 2022 - October 2023



Account Balance as of 11/21/2023

Harris County MUD No. 109 - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
THIRD COAST BANK, SSB (XXXX1280)	09/26/2023	03/26/2024	5.50%	235,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/22/2017		5.58%	4,809,634.34	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1891)			0.00%	20,932.14	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00%	144,854.12	Operator
Totals for General Operating Fund				\$5,210,420.60	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0002)	03/22/2017		5.58%	340,207.72	Series 2017
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1875)			0.00%	100.00	Checking Account
Totals for Capital Projects Fund				\$340,307.72	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0003)	03/22/2017		5.58%	1,418,523.99	
Totals for Debt Service Fund				\$1,418,523.99	

Grand Total for Harris County MUD No. 109 :

\$6,969,252.31

Capital Projects Fund Breakdown

Harris County MUD 109

As of Date 11/21/2023

Net Proceeds for All Bond Issues

Receipts

Bond Proceeds - Series 2017	\$12,100,000.00
Interest Earnings - Series 2017	265,552.24

Disbursements

Disbursements - Series 2017	(12,025,244.52)
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Total Cash Balance	\$340,307.72
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Balances by Account

Central Bank - Checking	\$100.00
TX Class - Series 2017	340,207.72

Total Cash Balance	\$340,307.72
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Balances by Bond Series

Bond Proceeds - Series 2017	\$340,307.72
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Total Cash Balance	\$340,307.72
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Remaining Costs/Surplus By Bond Series

Surplus & Interest - Series 2017	\$340,307.72
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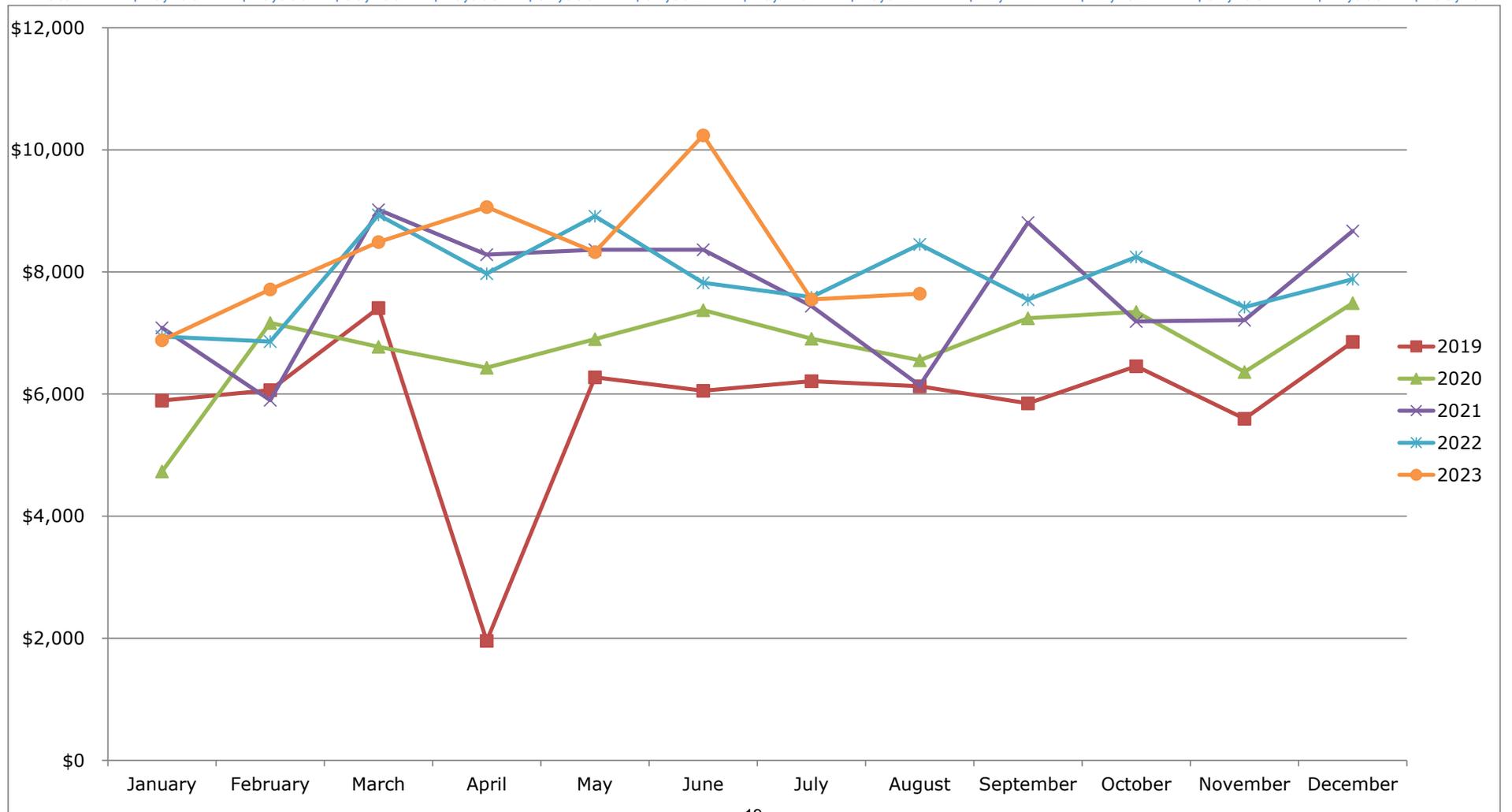
Total Surplus & Interest Balance	\$340,307.72
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Total Remaining Costs/Surplus	\$340,307.72
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Sales Tax Revenue History

Harris County MUD No. 109

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2019	\$5,893	\$6,065	\$7,408	\$1,957	\$6,274	\$6,053	\$6,211	\$6,128	\$5,846	\$6,457	\$5,596	\$6,855	\$70,743
2020	\$4,731	\$7,165	\$6,772	\$6,430	\$6,900	\$7,374	\$6,906	\$6,552	\$7,243	\$7,347	\$6,362	\$7,490	\$81,272
2021	\$7,086	\$5,898	\$9,019	\$8,285	\$8,362	\$8,363	\$7,440	\$6,140	\$8,807	\$7,190	\$7,212	\$8,672	\$92,475
2022	\$6,943	\$6,859	\$8,934	\$7,973	\$8,913	\$7,820	\$7,589	\$8,453	\$7,546	\$8,244	\$7,422	\$7,881	\$94,577
2023	\$6,881	\$7,714	\$8,490	\$9,062	\$8,327	\$10,238	\$7,551	\$7,643					
Total	\$43,796	\$45,563	\$55,738	\$46,358	\$52,585	\$54,592	\$46,710	\$46,572	\$42,447	\$42,492	\$37,798	\$44,389	\$493,134



Annexation

Harris County MUD No. 109 - GOF

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
12606 · Zimmerman Properties - 9 acre							
	07/14/2022	Recpt		Zimmerman Feasibility		5,000.00	5,000.00
	09/30/2022	9-221757	BGE, Inc.	Zimmerman Tract Feasibility Study	4,496.77		503.23
Total 12606 · Zimmerman Properties - 9 acre					4,496.77	5,000.00	503.23
12607 · Madden Tract							
	07/21/2022	Recpt		Madden Annexation		5,000.00	5,000.00
	09/30/2022	9-221756	BGE, Inc.	Madden Tract Feasibility Study	4,538.55		461.45
	11/30/2022	11-220213	BGE, Inc.	Madden Tract Feasibility Study	289.06		172.39
Total 12607 · Madden Tract					4,827.61	5,000.00	172.39
12608 · Woodland Hills Annexation							
	07/20/2023	Deposit		Woodland Hills Tract		5,000.00	5,000.00
	08/31/2023	8-231023	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	1,185.17		3,814.83
	09/28/2023	Rcpts		Woodlands Hills Annexation Deposit #2		5,000.00	8,814.83
	09/30/2023	9-230188	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	1,146.88		7,667.95
	10/31/2023	10-230410	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	432.82		7,235.13
Total 12608 · Woodland Hills Annexation					2,764.87	10,000.00	7,235.13
TOTAL					12,089.25	20,000.00	7,910.75

Cash Flow Forecast

Harris County MUD 109

	5/24	5/25	5/26	5/27	5/28
Assessed Value	\$798,870,648	\$798,870,648	\$798,870,648	\$798,870,648	\$798,870,648
Maintenance Tax Rate	\$0.225	\$0.225	\$0.225	\$0.225	\$0.225
Maintenance Tax	\$1,761,510	\$1,761,510	\$1,761,510	\$1,761,510	\$1,761,510
% Change in Water Rate		1.00%	1.00%	1.00%	1.00%
% Change in Wastewater Rate		3.00%	3.00%	3.00%	3.00%
% Change in NHCRWA		10.00%	10.00%	10.00%	10.00%
% Change in Expenses		5.00%	5.00%	5.00%	5.00%
Beginning Cash Balance 5-31-2023	\$5,446,422	\$6,035,112	\$5,837,258	\$6,016,110	\$6,321,426
Revenues					
Maintenance Tax	\$1,722,365	\$1,761,510	\$1,761,510	\$1,761,510	\$1,761,510
Water Revenue	573,000	578,730	584,517	590,362	596,266
Wastewater Revenue	659,400	679,182	699,557	720,544	742,161
NHCRWA Revenue	1,418,700	1,560,570	1,716,627	1,888,290	2,077,119
Other	528,694	555,129	582,885	612,029	642,631
Total Revenues	\$4,902,159	\$5,135,120	\$5,345,097	\$5,572,736	\$5,819,686
Expenses					
NHCRWA	\$1,562,200	\$1,718,420	\$1,890,262	\$2,079,288	\$2,287,217
Other Expenses	2,179,576	2,288,555	2,402,983	2,523,132	2,649,288
Total Expenses	\$3,741,776	\$4,006,975	\$4,293,245	\$4,602,420	\$4,936,505
Net Surplus	\$1,160,383	\$1,128,146	\$1,051,852	\$970,316	\$883,181
Capital Outlay					
Capital Outlay - AJOB	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
WP GST,HPT, and EST Inspections	33,000	33,000	33,000	33,000	34,000
WP 1 Concrete Driveway	0	86,000	0	0	0
WP 1 Well Rehab & Motor Replacemen	327,000	0	0	0	0
WP 1 Booster Pump Replacement	0	0	0	136,000	136,000
WP 1 GST 1 Replacement	0	858,000	0	0	0
L/S Wet Well and Piping Rehabilitation	0	115,000	275,000	246,000	0
L/S Submersive Pump Replacement	0	0	115,000	49,000	0
L/S Fence Replacement	0	51,000	40,000		0
Lift Station	0	0	0	0	0
Wastewater Collection System	0	0	0	0	236,000
Water Distribution System	146,000	133,000	33,000	33,000	33,000
Sewer System Cleaning and Televisin	0	0	0	118,000	0
Barents Dr. Lift Station	356,000	0	0	0	0
Total Capital Outlay	\$912,000	\$1,326,000	\$873,000	\$665,000	\$1,087,000
Construction Surplus	\$340,308	\$0	\$0	\$0	\$0
Ending Cash Balance	\$6,035,112	\$5,837,258	\$6,016,110	\$6,321,426	\$6,117,607
Operating Reserve % of Exp					
Percentage	161%	146%	140%	137%	124%
Number of Months	19	17	17	16	15
Bond Authority					
Remaining Bonding Capacity - \$12,950,000					
Maintenance Tax Rate Cap - \$1.00					

2024 AWBD Mid Winter Conference

Harris County MUD No. 109

Friday, January 19 - Saturday, January 20, 2024

Hyatt Regency Dallas, Dallas TX

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

Note

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

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

All hotel reservations are the sole responsibility of each attendee.

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

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

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

Registration Dates

Regular Registration: Begins 09/01/2023 \$430

Late Registration Begins 12/14/2023 \$530

Cancellation Policy

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 12/13/23.

There will be no refunds after 12/13/23.

Housing Information

Hotel reservations are only available to attendees who are registered with AWBD-TX for the Conference.

If you have questions, please call Taylor Cavnar at (281) 350-7090.



ENGINEERING REPORT

November 20, 2023

To: Harris County MUD No. 109 Board of Directors

From: Bill Kotlan, P.E.
District Engineer

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

a. Utility Relocations related to FM 1960 Widening: Update

We are waiting on future phase to complete water system modifications which include lowering the water line crossing FM 1960 at Woodland Hills Dr.

b. Water Plant No. 2 Expansion

Warranty period ends December 12, 2023.

c. Barents Drive Lift Station

Four bids were received for the project on November 10, 2023 ranging from 700,000 to 900,000.

Action Item: Recommend Award of Contract to Peltier Brothers Construction in the amount of 701,970.00.

d. Wastewater Treatment Plant

The construction at the treatment plant is ongoing.

e. Developer's Report: Nothing to report.

f. Capital Improvement Plan: A copy of the Capital Improvement Plan that was adopted last month is attached for discussion regarding the Barents Lift Station.

Exhibit F

Serving. Leading. Solving.™

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

g. Lead and Copper Rule: Deadline for Phase 1: October 16, 2024.

h. Emergency Preparedness Plan:

EPP has been submitted to TCEQ. We expect to hear back from TCEQ in January.

i. Woodland Hills Tract: No Change.

j. Madden Tract: No Change.



November 10, 2023

Harris County Municipal Utility District No. 109
c/o Allen Boone Humphries & Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77056

Re: **Recommendation of Award**
Barents Drive Lift Station
BGE Job No. 7528-10

Dear Board of Directors:

On Friday, November 10, 2023, four bid proposals were received on the above referenced project. Peltier Brothers Construction, LLC submitted the lowest total bid in the amount of \$701,970.00.

The contractor has successfully completed numerous similar projects for developments in Houston and the surrounding areas. Based on the bid submitted, it is recommended that Peltier Brothers Construction, LLC be authorized to perform this work for the proposed amount of \$701,970.00, contingent upon approved construction plans and verification of their bonds and insurance coverage.

Upon your approval, we will begin immediately to prepare and circulate the appropriate contract documents for execution. Should you have any questions or require any additional information, please call me at 281-558-8700. Please find attached a copy of the bid tabulation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Aaron Orozco', written over a white background.

Aaron Orozco, PE
Project Manager

cc: Mr. Dimitri Millas – Norton Rose Fulbright US LLP
Ms. Jane Maher – Norton Rose Fulbright US LLP
Mr. Bill Kotlan – BGE, Inc.
Ms. Lizanne Douglas – BGE, Inc.
BGE CM – Houston
TCEQ – Houston

Harris County Municipal Utility District No. 109

Barents Drive Lift Station

Bid Tabulation

Bid Date: Friday, November 10, 2023

BGE Job No. 7528-10

BIDDERS	Unit A: Base Bid Items	Unit B: Supplemental Bid Items	Unit C: Allowances	TOTAL BID	ELECTRICAL SUBCONTRACTOR
Peltier Brothers Construction	\$665,970.00	\$33,500.00	\$2,500.00	\$701,970.00	Pfeiffer
RJ Construction Co.	\$682,500.00	\$35,000.00	\$2,500.00	\$720,000.00	IES
PMG	\$831,990.00	\$33,500.00	\$2,500.00	\$867,990.00	-
Principal Plant Services	\$860,695.00	\$33,500.00	\$2,500.00	\$896,695.00	Clarion

Harris County Municipal Utility District No. 109

Barents Drive Lift Station

Bid Tabulation

Bid Date: Friday, November 10, 2023

BGE Job No. 7528-10

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ITEM	QUANTITY & UNIT	Peltier Brothers Construction		RJ Construction Co.		PMG	
		UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL
UNIT A: BASE BID ITEMS							
1. Mobilization; Demobilization; and Insurance	1 LS	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 87,688.60	\$ 87,688.60
2. Construction of Lift Station, required in the drawings and specifications including but not limited to construction of reinforced concrete wet well, wet well lining coating, dewatering and ground water control, reinforced concrete valve slab, excavation and disposal of soil, hatches, E/One Grinder Pumps, piping, fittings, valves, thrust blocks, pipe supports and all appurtenances; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 524,700.00	\$ 524,700.00	\$ 450,000.00	\$ 450,000.00	\$ 535,295.15	\$ 535,295.15
3. Site work including but not limited to reinforced concrete paving, cement stabilized sand subgrade, sanitary sewer, manholes, force main, fence with gate, bollards, site grading and drainage, stormwater pollution control, dewatering and ground water control; all depths; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 20,000.00	\$ 20,000.00	\$ 32,500.00	\$ 32,500.00	\$ 84,350.00	\$ 84,350.00
4. 4" Buried Force Main within easement, including bends, fittings, dewatering and ground water control, and connection to Existing Stub-Out; all depths; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 16,170.00	\$ 16,170.00	\$ 75,000.00	\$ 75,000.00	\$ 39,312.50	\$ 39,312.50
5. Electrical System, including but not limited to installation of all electrical equipment associated with proposed lift station including controls, control panel w/ pad, yard light, transducer, conduits, ground well, duct banks, junction boxes, service pole, drop w/ meter disconnect, service disconnect, surge protector, manual transfer switch, and all appurtenances; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00	\$ 72,843.75	\$ 72,843.75

Harris County Municipal Utility District No. 109

Barents Drive Lift Station

Bid Tabulation

Bid Date: Friday, November 10, 2023

BGE Job No. 7528-10

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ITEM	QUANTITY & UNIT	Peltier Brothers Construction		RJ Construction Co.		PMG	
		UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL
6. Trench Safety System; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 100.00	\$ 100.00	\$ 5,000.00	\$ 5,000.00	\$ 12,500.00	\$ 12,500.00
TOTAL, UNIT A			\$ 665,970.00		\$ 682,500.00		\$ 831,990.00
UNIT B: SUPPLEMENTAL BID ITEMS							
1. "Extra" as directed, Excavation and Backfill for Structures, Complete In Place (\$15.00 per CY minimum).	50 CY	\$ 15.00	\$ 750.00	\$ 15.00	\$ 750.00	\$ 15.00	\$ 750.00
2. "Extra" as directed, Excavation, Trenching, and Backfill for Utilities, Complete In Place (\$15.00 per CY minimum).	50 CY	\$ 15.00	\$ 750.00	\$ 15.00	\$ 750.00	\$ 15.00	\$ 750.00
3. "Extra" as directed, Reinforcing Steel, Complete in Place. (\$1,500 per TON minimum).	1 TON	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
4. "Extra" as directed, Cast In Place Concrete, Complete in Place (\$500 per CY minimum).	10 CY	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00
5. "Extra" as directed, Ductile Iron Fittings, Complete In Place (\$2,000 per TON minimum).	2 TON	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00
6. "Extra" as directed, 4-Inch C900-DR18 PVC Pipe (all depths), Complete In Place. (\$70.00 per LF minimum).	50 LF	\$ 70.00	\$ 3,500.00	\$ 100.00	\$ 5,000.00	\$ 70.00	\$ 3,500.00
7. "Extra" as directed, Site Improvements, Complete In Place (\$8,000.00 minimum).	1 LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
8. "Extra" as directed, Electrical Improvements, Complete In Place (\$5,000.00 minimum).	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
9. "Extra" as directed, Sanitary Improvements, Complete In Place (\$5,000.00 minimum).	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL, UNIT B			\$ 33,500.00		\$ 35,000.00		\$ 33,500.00

Harris County Municipal Utility District No. 109

Barents Drive Lift Station

Bid Tabulation

Bid Date: Friday, November 10, 2023

BGE Job No. 7528-10

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Denotes Mathematical Errors

ITEM	QUANTITY & UNIT	Peltier Brothers Construction		RJ Construction Co.		PMG	
		UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL	UNIT COST	ITEM TOTAL
UNIT C: ALLOWANCES							
1. Arc Flash and Power Coordination Study	1 LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
TOTAL, UNIT C			\$ 2,500.00		\$ 2,500.00		\$ 2,500.00
SUMMARY							
Unit A: Base Bid Items			\$ 665,970.00		\$ 682,500.00		\$ 831,990.00
Unit B: Supplemental Bid Items			\$ 33,500.00		\$ 35,000.00		\$ 33,500.00
Unit C: Allowances			\$ 2,500.00		\$ 2,500.00		\$ 2,500.00
TOTAL BID			\$ 701,970.00		\$ 720,000.00		\$ 867,990.00
ELECTRICAL SUBCONTRACTOR:		Pfeiffer		IES		-	

Harris County Municipal Utility District No. 109

Barents Drive Lift Station

Bid Tabulation

Bid Date: Friday, November 10, 2023

BGE Job No. 7528-10

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Denotes Mathematical Errors

ITEM	QUANTITY & UNIT	Principal Plant Services	
		UNIT COST	ITEM TOTAL
UNIT A: BASE BID ITEMS			
1. Mobilization; Demobilization; and Insurance	1 LS	\$ 61,152.00	\$ 61,152.00
2. Construction of Lift Station, required in the drawings and specifications including but not limited to construction of reinforced concrete wet well, wet well lining coating, dewatering and ground water control, reinforced concrete valve slab, excavation and disposal of soil, hatches, E/One Grinder Pumps, piping, fittings, valves, thrust blocks, pipe supports and all appurtenances; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 545,215.00	\$ 545,215.00
3. Site work including but not limited to reinforced concrete paving, cement stabilized sand subgrade, sanitary sewer, manholes, force main, fence with gate, bollards, site grading and drainage, stormwater pollution control, dewatering and ground water control; all depths; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 88,313.00	\$ 88,313.00
4. 4" Buried Force Main within easement, including bends, fittings, dewatering and ground water control, and connection to Existing Stub-Out; all depths; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 29,228.00	\$ 29,228.00
5. Electrical System, including but not limited to installation of all electrical equipment associated with proposed lift station including controls, control panel w/ pad, yard light, transducer, conduits, ground well, duct banks, junction boxes, service pole, drop w/ meter disconnect, service disconnect, surge protector, manual transfer switch, and all appurtenances; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 136,287.00	\$ 136,287.00

Harris County Municipal Utility District No. 109

Barents Drive Lift Station

Bid Tabulation

Bid Date: Friday, November 10, 2023

BGE Job No. 7528-10

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ITEM	QUANTITY & UNIT	Principal Plant Services	
		UNIT COST	ITEM TOTAL
6. Trench Safety System; in accordance with the plans and specifications. Complete in Place.	1 LS	\$ 500.00	\$ 500.00
TOTAL, UNIT A			\$ 860,695.00
UNIT B: SUPPLEMENTAL BID ITEMS			
1. "Extra" as directed, Excavation and Backfill for Structures, Complete In Place (\$15.00 per CY minimum).	50 CY	\$ 15.00	\$ 750.00
2. "Extra" as directed, Excavation, Trenching, and Backfill for Utilities, Complete In Place (\$15.00 per CY minimum).	50 CY	\$ 15.00	\$ 750.00
3. "Extra" as directed, Reinforcing Steel, Complete in Place. (\$1,500 per TON minimum).	1 TON	\$ 1,500.00	\$ 1,500.00
4. "Extra" as directed, Cast In Place Concrete, Complete in Place (\$500 per CY minimum).	10 CY	\$ 500.00	\$ 5,000.00
5. "Extra" as directed, Ductile Iron Fittings, Complete In Place (\$2,000 per TON minimum).	2 TON	\$ 2,000.00	\$ 4,000.00
6. "Extra" as directed, 4-Inch C900-DR18 PVC Pipe (all depths), Complete In Place. (\$70.00 per LF minimum).	50 LF	\$ 70.00	\$ 3,500.00
7. "Extra" as directed, Site Improvements, Complete In Place (\$8,000.00 minimum).	1 LS	\$ 8,000.00	\$ 8,000.00
8. "Extra" as directed, Electrical Improvements, Complete In Place (\$5,000.00 minimum).	1 LS	\$ 5,000.00	\$ 5,000.00
9. "Extra" as directed, Sanitary Improvements, Complete In Place (\$5,000.00 minimum).	1 LS	\$ 5,000.00	\$ 5,000.00
TOTAL, UNIT B			\$ 33,500.00

Harris County Municipal Utility District No. 109

Barents Drive Lift Station

Bid Tabulation

Bid Date: Friday, November 10, 2023

BGE Job No. 7528-10

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		Principal Plant Services	
ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
<u>UNIT C: ALLOWANCES</u>			
1. Arc Flash and Power Coordination Study	1 LS	\$ 2,500.00	\$ 2,500.00
TOTAL, UNIT C			\$ 2,500.00
<u>SUMMARY</u>			
Unit A: Base Bid Items			\$ 860,695.00
Unit B: Supplemental Bid Items			\$ 33,500.00
Unit C: Allowances			\$ 2,500.00
TOTAL BID			\$ 896,695.00
ELECTRICAL SUBCONTRACTOR:		Clarion	

Harris County Municipal Utility District No. 109
Summary of Capital Improvement Plan
2024-2033

Project No.	Improvement	Code	Priority	1 Year 2024	2 Years 2025	3 Years 2026	4 Years 2027	5-6 Years 2028-2029	7-8 Years 2030-2031	9-10 Years 2032-2033
000	GENERAL DISTRICT									
001	Annual CIP Inspection Report	A	1		\$12,000		\$12,000	\$12,000	\$12,000	\$12,000
002	Electrical Inspections	A	1			\$15,000			\$15,000	
100	WATER PLANT NO. 1									
101	GST, HPT and EST Inspections	E	2	\$17,000	\$17,000	\$17,000	\$17,000	\$34,000	\$34,000	\$34,000
102	Replacement of Ground Storage Tank	A	2		\$858,000					
103	Elevated Storage Tank Rehabilitation	A	2						\$1,005,000	
104	Water Well and Pump Rehabilitation	A	2	\$327,000						
105	Chemical System Upgrades (Chloramines Conversion)	A	3					\$299,000		
106	Booster Pump Replacement	A	2				\$136,000	\$136,000	\$136,000	\$136,000
107	Generator Replacement	A	3							\$494,000
108	Installation and Expansion of Concrete Driveway (Sitework)	O	5		\$86,000					
200	WATER PLANT NO. 2									
201	GST and EST Inspections	E	2	\$16,000	\$16,000	\$16,000	\$16,000	\$32,000	\$32,000	\$32,000
202	Elevated Storage Tank Rehabilitation	A	2						\$1,005,000	
203	Water Well and Pump Rehabilitation	A	2			\$327,000				
204	Chemical System Upgrades (Chloramines Conversion)	A	3					\$299,000		
205	Booster Pump Replacement	A	2							\$108,000
300	LIFT STATION NO. 1									
301	Lift Station Inspection	E	4	\$500	\$500	\$500	\$500	\$1,000	\$1,000	\$1,000
302	Wet Well and Piping Rehabilitation	A	2			\$275,000				
303	Fence Replacement	A	2			\$40,000				
304	Submersible Pump Replacement	A	2			\$115,000				
305	Generator Replacement	A	2							\$160,000
400	LIFT STATION NO. 2									
401	Lift Station Inspection	E	4	\$500	\$500	\$500	\$500	\$1,000	\$1,000	\$1,000
402	Wet Well and Piping Rehabilitation	A	2						\$158,000	
403	Submersible Pump Replacement	A	2							\$63,000
404	Generator Replacement	A	2							\$315,000
500	LIFT STATION NO. 3									
501	Lift Station Inspection	E	4	\$500	\$500	\$500	\$500	\$1,000	\$1,000	\$1,000
502	Wet Well and Piping Rehabilitation	A	2		\$115,000					
503	Fence Replacement	A	2		\$51,000					
600	LIFT STATION NO. 4									
601	Lift Station Inspection	E	4	\$500	\$500	\$500	\$500	\$1,000	\$1,000	\$1,000
602	Wet Well and Piping Rehabilitation	A	2						\$124,000	
603	Submersible Pumps Replacement	A	2			\$49,000				
604	Generator Replacement	A	2							\$108,000
700	LIFT STATION NO. 5									
701	Lift Station Inspection	E	4	\$500	\$500	\$500	\$500	\$1,000	\$1,000	\$1,000
702	Lift Station Rehabilitation	A	2				\$126,000			
703	Submersible Pumps Replacement	A	2				\$49,000			

MASTER
SALES AGREEMENT AND LEASE OF FACILITIES

THIS SALES AGREEMENT AND LEASE OF FACILITIES (hereinafter referred to as this “*Agreement*”), by and between Harris County Municipal Utility District No. 109 (hereinafter referred to as the “*District*”), a political subdivision of the State of Texas, organized and operating pursuant to chapters 49 and 54, Texas Water Code, each as amended, and [], a Texas limited [partnership] (hereinafter referred to as the “*Developer*”),

W I T N E S S E T H:

WHEREAS, the District is authorized by statute to provide water supply, waste disposal, and drainage facilities to the land within its boundaries and has adopted plans to do so;

WHEREAS, the Developer is developing land within the District and desires that water supply, waste disposal, and drainage facilities be provided to such land prior to the time at which the conditions set forth herein are met for reimbursement and the District elects to pay for the construction or acquisition of such facilities;

WHEREAS, the District desires that such facilities be provided;

WHEREAS, the Developer and the District specifically desire to provide for the construction, acquisition, operation, maintenance, lease, and sale and purchase of water supply, waste disposal and drainage facilities, constructed or to be constructed pursuant to various construction contracts (each, with related plans, specifications and other documents, a “*Construction Contract*” or a “*Contract*”) to be entered into with contractors (each a “*Contractor*”) by the Developer to serve a 15 acre tract (the “*Property*”) more particularly described in Exhibit “A” attached hereto, to be annexed into the District, and platted into one or more recorded subdivisions;

WHEREAS, the parties will identify on one or more Exhibits B (the “*Exhibits*”) to be attached hereto at the time each Construction Contract is entered into and by this reference made a part hereof, each construction project to be subject to this Agreement (each a “*Construction Project*”);

WHEREAS, if only a portion of the Construction Project is to benefit the District, that portion will be described in the related exhibit (the “*District Construction Project*”);

WHEREAS, all tangible personal property to be subject to this Agreement incorporated into real estate pursuant to a Contract shall also be described in the Exhibits (the “*Facilities*”); and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and subject to the conditions herein set forth, the District and the Developer agree as follows:

ARTICLE ONE

CONTRACT CONSTRUCTION

SECTION 1.01. *Award and Administration of Contract.*

With respect to each Construction Project not yet commenced, the Developer represents and warrants that it will (a) provide for due and proper advertisement for public bids to the extent provided by law and the rules of the Texas Commission on Environmental Quality (the Commission); (b) obtain approval of all Contract construction plans and specifications by all cities and agencies having jurisdictional responsibilities over the District prior to the award of the Contract; (c) obtain performance and payment bonds in connection with the Contract which are issued by an authorized surety and, to the extent permitted by law, which is rated at least “B” by *Best’s Key Rating Guide*; (d) file all construction plans, specifications, contract documents, change orders, and supporting engineering data for construction under the Contract or installation of the Facilities with the Commission prior to beginning construction, together with evidence that such materials have been filed with and approved by the District and have been noted in the District’s minutes; and (e) otherwise administer the Contract in accordance with all statutes and rules of the Commission which are applicable to construction contracts awarded by the District.

After a Construction Project has been made subject to this Agreement, the Developer shall not execute any change orders to the applicable Contract, *except* with the approval by the Board of Directors (hereinafter referred to as the “*Board*”) of the District.

SECTION 1.02. *Contract Construction and Inspection of Facilities.*

The Developer shall cause the Contract to be performed and any Facilities to be constructed and installed pursuant to the Contract, *subject* to the provisions of this Section, and with respect to contracts entered into after the date hereof, in accordance with all statutes and rules of the Commission which are applicable to construction contracts awarded by the District. The Developer shall engage either the District engineer or another engineer acceptable to and approved by the District (a) to provide a qualified project representative to perform periodic or continuous on-site observation (at a frequency at least as great as the optimum frequency determined by such engineers or any greater frequency specified by the District to the Developer in writing) of the progress and quality of the executed work to determine if construction under the Contract and of the Facilities is in general conformance with (and includes all items described in) the Contract, (b) to submit to the Developer detailed written reports showing whether the Contractor is complying with the Contract, (c) to conduct a final inspection of the work performed under the Contract for conformance with the design concept and compliance with the Contract, (d) to give notice to the Contractor of any observed construction deficiencies, and (e) to submit to the Developer and the District a final detailed report, including revised as-built drawings of the work performed under the Contract and all Facilities as actually constructed and certifying that the Contract has been completed in general conformance with its terms and that the Facilities include all items included in the Contract. The Developer shall use its best efforts to correct any construction deficiencies reported to it by such engineers prior to the time the District pays the purchase price described in *Section 2.02*. The Developer does not warrant and, *except* as described in this Section, shall not

otherwise be responsible to the District for performance of the Contract by the Contractor or such observance, inspection, reporting, or certification by such engineers.

SECTION 1.03. *Risk of Loss.*

As between the Developer and the District, the Developer shall bear the risk of loss during construction and until a Contract has been completed in general conformance with its terms, as certified to the District by the District's engineer. Thereafter, the District shall bear the risk of loss of or damage to the Facilities occurring prior to the time the District pays the purchase price described in *Section 2.02*.

SECTION 1.04. *Indemnity.*

The Developer shall indemnify the District, its successors and assigns against, and shall hold the District, its successors and assigns free and harmless from, any and all liens, claims, debts, charges, damages, loss, penalties, and expenses, liquidated or unliquidated, executed or executory, oral or written, express or implied, actual or contingent, not hereby expressly listed or described, but which may be asserted nevertheless against the District, its successors or assigns, resulting from occurrences or omissions during the period of construction under the Contract but prior to the earlier of (a) the time the District pays the purchase price described in *Section 2.02* or (b) the time of the commencement of the lease specified in *Section 3.01* hereof, and arising out of (1) any violation of any Federal or State statute, regulation, or order, (2) death or injury in connection with the construction or resulting from the condition of the Facilities or Construction Project, or (3) any damage to property arising out of the construction under the Contract or from the existence of the Facilities or Construction Project howsoever caused, *except* for such injury, death, or property damage caused by the negligence of the District, its successors and assigns. In case any action or proceeding may be brought against the District for any matter for which the District is indemnified under this Section, the Developer shall assume in full and direct the defense of such action or proceeding at the Developer's expense, and, thereafter, the Developer shall not be liable to the District for any legal or other expenses, other than reasonable costs subsequently incurred by the District in connection with the defense thereof at the request of the Developer. The District shall have the right to employ separate counsel in any such action and participate in the defense thereof, but, notwithstanding anything herein to the contrary, the fees and expenses of such counsel shall be at the expense of the District *unless* (i) such employment of separate counsel has been approved in writing by the Developer or (ii) the District has been advised by counsel that, as a result of one or more defenses available to the District which are different from or additional to those available to the Developer, representation of the District and the Developer by the same counsel would be inconsistent with accepted canons of professional ethics. The Developer shall not be liable for any settlement of any claim, action, or proceeding effected without its consent.

ARTICLE TWO
SALE OF FACILITIES

SECTION 2.01. *Conveyance and Assignment.*

Subject to the other terms and provisions hereof and the rules of the Commission, the Developer hereby conveys, and the District accepts title to, the District's Share of the Facilities and Consumable Items (as defined in *Section 2.04*) at the time they are delivered to the jobsite and before they are incorporated into realty or used by either the Contractor or the Developer. The District agrees to pay the Developer for the Facilities (or, in the event no Facilities are to be constructed under a Contract, the District agrees to pay the Developer for the District Construction Project) in the amount set forth in the next section as described below after completion of the Contract, with funds not required for the payment of operating or maintenance expenses or the payment of debt service on any bonds of the District, legally available for payment therefor. In the event the District has paid the Developer the purchase price described in *Section 2.02* prior to completion of the Contract, the Developer agrees to transfer and assign to the District and the District agrees to accept from the Developer at the time of payment an assignment of the District's Share of any then unperformed portion of the Contract and all benefits and obligations of the Developer thereunder (including particularly all warranties and all performance and payment bonds under the Contract and any and all rights of the Developer against all suppliers of materials or services in connection therewith), plus not more than two years' interest on such amounts from the date of such payments to the date of reimbursement by the District at the net effective per annum interest rate of the District's most recently issued bonds.

SECTION 2.02. *Payment of Purchase Price.*

The Board of the District, once the conditions for the purchase of the Facilities have been met as herein specified, shall use its best efforts (a) to obtain approval by the Commission, and by any other authority exercising jurisdiction over the District, of the Facilities, and (b) to purchase the Facilities (the "Purchase Price") from existing surplus amounts in the operations and maintenance accounts or from the issuance of the sale of bonds; provided, however, that each such payment or the issuance of bonds for such purpose shall only be made upon the recommendation of the District's financial advisor that the District's financial condition and operations will not be unduly affected by any such payment or issuance. The purchase price of the Facilities shall be calculated each calendar year until paid, shall include interest on the portion paid in any year as calculated under *Section 2.01*, shall be paid in annual installments by January 30, commencing in 2025 (tax year 2024), and shall be equal to the certified taxable value of the Property (exclusive of the value of land) as of January 1 of the year of calculation, (ii) multiplied by the District's applicable maintenance and operations tax rate for such tax year; provided, however, prior to any payments made hereunder:

(1) All of the water supply, sanitary sewer, and drainage facilities necessary to serve the Property at build-out are complete or under contract for construction; and

(2) The Construction Projects have been completed, have achieved all required certificates of occupancy, and have taxable assessed valuation (exclusive of land value) of at least \$ _____;

provided further that the total purchase price paid for the Facilities does not exceed the lesser of (i) \$700,000, or (ii) the sum of the amounts paid by the Developer for design of the Facilities, for costs of public bidding (including contract preparation and advertising costs), for construction of the Facilities pursuant to the Contract (including any approved change orders), for performance by engineers of the matters described in *Section 1.02* hereof, and for clearing or other miscellaneous costs (including costs of acquisition of sites, easements, and rights-of-way and any insurance premiums and taxes) attributable to construction or maintenance of the Facilities (the “*Construction Costs*”), plus in each case interest as calculated in *Section 2.01*; provided, however, that such Construction Costs and interest payments shall be subject to the Rules and applicable orders of the Commission, including particularly rules or orders limiting the amount of interest reimbursement and/or requiring a 30% Developer contribution to the extent applicable and not waived by the Commission.

SECTION 2.03. *Separated Contract.*

This is a “separated contract” for purposes of the Texas Tax Code and the regulations of the Comptroller of Public Accounts, including 34 Tex. Admin. Code §3.291. The Facilities under this Agreement will be as set forth in the Contract. The consumable items, other than machinery and equipment, purchased by the Contractor specifically in connection with the Contract and identified as the District’s where practicable, will be as set forth in the Contract and with respect of any other agreement reimbursement for which is part of the purchase price, as set forth in such agreement (the “*Consumable Items*”).

SECTION 2.04. *Conditions of Payment and Assignment.*

The obligations of the District to pay for the District’s Share of the District Construction Project and the Facilities and accept the District’s Share of the assignment of any unperformed portion of the Contract shall be subject to receipt from the Developer, in form satisfactory to the attorneys for the District, of conveyances, assignments, and such other instruments as may be necessary to evidence:

- (a) The conveyance and assignment described in *Section 2.01* hereof;
- (b) Assignment of capacity rights with respect to any drainage improvement which is part of the District Construction Project;
- (c) The release of the Developer’s vendor’s lien and the absence of any other encumbrances or liens on the District Construction Project and Facilities *except* such encumbrances as are as herein permitted (the “District’s Share of the Facilities and Consumable Items”);
- (d) The location of all the District Construction Project and Facilities other than the drainage improvement capacity on land dedicated to the use of the District, another governmental entity, or the public in general by recorded plat or otherwise or on land

deeded to the District or to another governmental entity which will assume maintenance responsibilities therefor;

(e) The amounts and dates of payments by the Developer of the items described in *Section 2.02* hereof;

(f) Compliance with the terms of this Agreement and with applicable rules or orders of the Commission;

(g) The authority of the Developer and its officers to convey the Facilities and assign applicable capacity or Contract rights;

(h) If the Contract has been completed, (1) the location of the District Construction Project and the Facilities “as-built”, (2) final inspection of the District Construction Project and the Facilities by the engineers described in *Section 1.01* hereof, and (3) certification by such engineers that construction of the District Construction Project and the Facilities has been completed in general conformance with the Contract; and

(i) Such other matters as counsel for the District may reasonably require; and,

shall additionally be subject to written agreement by the Developer to pay to the District upon and within 10 days of invoice (1) 30% of all amounts owing or to be owing or paid or incurred by the District either under the Contract, as the same may thereafter be amended from time to time with the consent of the Developer, or otherwise in connection with construction or inspection of construction of the District Construction Project and the Facilities for which rules or orders of the Commission require a 30% developer contribution or administration of the portion of the Contract allocable thereto and (2) 100% of all amounts due under the Contract in excess of the District’s Share of the District Construction Project or Facilities.

Upon request of the Developer, the District agrees to convey title to the District’s Share of the District Construction Project and the Facilities to another governmental entity to the extent permitted by law in the event (1) such entity agrees to assume maintenance responsibilities for the Construction Project and the Facilities and (2) such conveyance is necessary or desirable to effectuate a regional system.

SECTION 2.05. *Vendor’s Lien.*

Developer retains a vendor’s lien on the District’s Share of the Facilities title to which has been conveyed to the District under *Section 2.01* until payment of the full purchase price described in *Section 2.02*. If the purchase price is not paid within one year from satisfaction of the condition for sale of District bonds set forth in *Section 2.02*, on 30 days prior demand of the Developer, the title to the District’s Share of the Facilities shall automatically revert to the Developer. The District agrees to execute any additional documents requested by the Developer to further evidence the Developer’s lien on the Facilities.

ARTICLE THREE

LEASE OF FACILITIES

SECTION 3.01. *Lease of Facilities.*

The Developer agrees to let to the District and the District agrees to rent from the Developer the District's Share of all unacquired, completed, and operable portions of the District Construction Project and any Facilities in connection therewith without charge to the District until such time as the District pays for such portions; *provided* that such lease shall terminate on 30 days prior demand of the Developer on any date on or after one year from satisfaction of the condition for sale of District bonds set forth in Section 2.02 if the District's Share of the District Construction Project and any District Facilities are not sooner acquired by the District. In consideration therefor, the District shall operate and maintain or cause to be operated and maintained the District Construction Project and any Facilities in connection therewith. The District may enter into a joint maintenance and operating agreement with other political subdivisions which use the District Construction Project or Facilities, but failure of another political subdivision to enter into such an agreement shall not abrogate the District's obligation to maintain and operate the District Construction Project and any Facilities in connection therewith. During the term of such lease, no alterations, improvements, or additions to the District Construction Project and any Facilities shall be made by either party hereto without the consent of the other party hereto.

SECTION 3.02. *Insurance.*

If the District shall have money available for such purposes, the District shall maintain fire and extended coverage insurance covering all portions of the Facilities, if any, of a character in respect of which insurance is customarily maintained by public entities such as the District. All such insurance shall name as the insured both the District and the Developer, as their interests may appear, and shall be approved by the Developer. The District may agree with other political subdivisions using the Facilities to contribute to insurance coverage, in which case additional political subdivisions may also be named as insureds. Notwithstanding any provision of this Agreement, however, the failure of the District to maintain such insurance shall not affect the provisions of *Section 1.03* hereof.

ARTICLE FOUR

CONSTRUCTION OF STREET IMPROVEMENTS

SECTION 4.01. *Construction of Street Improvements.*

Notwithstanding anything herein, no payments shall be made for any Facilities until all streets, cul-de-sacs, alleys, boulevards, avenues, ways, and roads necessary for improvements to be constructed on the Property are constructed.

ARTICLE FIVE

MISCELLANEOUS

SECTION 5.01. *Supplements to Agreement.*

The Developer and the District agree that they may add Construction Projects to this Agreement by an instrument executed and approved by both parties and attached as Exhibits

in substantially the form of the Form of Exhibit B attached hereto and containing a description of the Construction Project, the District Construction Project, any Facilities, the District's Share of the District Construction Project or Facilities, and Property. Addition of a Construction Project to the Agreement by Supplement shall have the same effect as if the Construction Project had originally been included in this Agreement and shall make the Construction Project subject to all terms of this Agreement. The parties may also modify the terms of this Agreement with respect to a Construction Project by providing for such changes in the Exhibit. The District engineer with approval and direction of the District Board of Directors (the "Board") shall supplement the Exhibits from time to time, with additional information concerning each Construction Project, such as date bid, date of Contract, and name of Contractor, so that each Construction Project can be more readily identified. Each Exhibit attached hereto shall be designated with consecutive letters beginning with "B".

SECTION 5.02. *No Merger.*

Unless otherwise expressly provided, the representations, covenants, indemnities, and other agreements contained herein shall be deemed to be material and continuing, shall not be merged, and shall survive the conveyance of all Facilities and payment of the purchase price therefor.

SECTION 5.03. *Term.*

The term of this Agreement shall commence on the date set forth below and shall terminate on the [seventh] anniversary thereof, unless sooner terminated or extended by mutual agreement of the parties hereto.

SECTION 5.04. *Waivers.*

No failure by either party hereto to insist upon the strict performance or observance of any obligation hereunder, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, shall constitute a waiver of such obligation or a breach thereof. No waiver of any breach of any obligation shall affect or alter this Agreement or shall be deemed a waiver of any other then existing or subsequent breach hereof.

SECTION 5.05. *Force Majeure.*

If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of "*force majeure*", then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "*Force majeure*", as used herein, means any condition or event not reasonably within the control of such party, including, without limitation, acts of God; strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs, and

other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the party hereto unfavorable to such party, shall not constitute failure to use its best efforts to remedy such a condition or event.

SECTION 5.06. *Consents and Approvals.*

Whenever the consent or approval of either party hereto, or of any engineer or agent therefor, shall be required under the provisions hereof, other than a consent to an Exhibit on assignment hereunder, such consent or approval shall not be unreasonably withheld.

SECTION 5.07. *Rights and Obligations Under this Agreement.*

Nothing in this Agreement shall confer upon any person, firm, or other entity other than the parties hereto (and, upon designation by the District, any political subdivision or municipal corporation referred to in *Section 4.04* hereof) any benefit or any legal or equitable right, remedy, or claim under this Agreement. All obligations hereunder of the parties hereto shall be binding upon their respective successors and assigns from time to time, whether so expressed or not.

SECTION 5.08. *Terms of this Agreement Exclusive.*

The terms and provisions of this Agreement contain the entire agreement between the parties and shall supersede all previous communications, representations, and agreements, either verbal or written, with respect to such matters.

SECTION 5.09. *Notices.*

Any notice or invoice authorized or required by this Agreement to be given to or to be filed with either party hereto shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by United States mail, postage prepaid, (a) addressed as follows if to the District:

Board of Directors
Harris County Municipal
Utility District No. 109
c/o Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095

and (b) addressed as follows if to the Developer:

Either party hereto may, by notice sent to the other party hereto, designate a different address to which notices under this Agreement are to be sent.

SECTION 5.10. *Assignments.*

Neither party hereto shall, without the prior written consent of the other party hereto, assign this Agreement or any interest herein.

SECTION 5.11. *Construction and Interpretation.*

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. The titles assigned to the various Sections and Articles of this Agreement are for convenience of reference only and shall not be restrictive of the subject matter of any such Section or Article or otherwise affect the meaning, construction, or effect of any part hereof.

SECTION 5.12. *Severability.*

If any provision or application of this Agreement shall be held illegal, invalid, or unenforceable by any court, the invalidity of such provision or application shall not affect or impair any of the remaining provisions and applications hereof.

SECTION 5.13. *Boycotting Israel.*

As a condition of this Agreement, the Developer represents and warrants that at the time of this Agreement neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer boycotts Israel. The Developer agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Developer, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer, will boycott Israel during the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this subsection has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.

SECTION 5.14. *Terrorist Organization.*

As a condition of Agreement, the Developer represents and warrants that at the time of this Agreement neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

SECTION 5.15. *Firearm Industry.*

As a condition of Agreement, the Developer represents and warrants that at the time of this Agreement neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer has a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate

through the term of this Agreement against a firearm entity or firearm trade association pursuant to Section 2274.002, Texas Government Code, as amended.

SECTION 5.16. *Energy Company Boycott.*

As a condition of Agreement, the Developer represents and warrants that at the time of this Agreement neither the Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer, boycotts energy companies or will boycott energy companies through the term of this Agreement pursuant to Section 2274.002, Texas Government Code, as amended.

* * *

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one main instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of _____.

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 109

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

[], A Texas Limited [Partnership],

By: [], a Texas limited liability company, its general partner

By: _____
[], President

EXHIBIT A TO
MASTER SALES AGREEMENT AND LEASE OF FACILITIES
METES AND BOUNDS

EXHIBIT B TO
MASTER SALES AGREEMENT AND LEASE OF FACILITIES

Construction Project

Portion of Construction Project to benefit the
District

Description of Facilities

District's Share of District Construction
Project or Facilities

Subdivision

Dated: _____ HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 109

By: _____

Dated: _____

By: _____
President

Date of Public
Bidding: _____ Contract Date: _____

Contract Amount:

Contractor:

District Engineer

By: _____

**Harris County Municipal Utility District No. 109
Summary of Capital Improvement Plan
2024-2033**

Project No.	Improvement	Code	Priority	1 Year 2024	2 Years 2025	3 Years 2026	4 Years 2027	5-6 Years 2028-2029	7-8 Years 2030-2031	9-10 Years 2032-2033
704	Generator Replacement	A	2							\$104,000
800	LIFT STATION NO. 6									
801	Lift Station Inspection	E	4	\$500	\$500	\$500	\$500	\$1,000	\$1,000	\$1,000
802	Lift Station Rehabilitation	A	2				\$120,000			
900	LIFT STATION NO. 7 (Barents Drive)									
901	Proposed Lift Station	P	2	\$356,000						
1000	WASTEWATER COLLECTION SYSTEM									
1001	Sewer System Cleaning and Televising - Phase I	E	3				\$118,000			
1002	Sewer System Cleaning and Televising - Phase II	E	3					\$118,000		
1003	Sewer System Cleaning and Televising - Phase III	E	3					\$118,000		
1100	WATER DISTRIBUTION SYSTEM									
1101	Water Valve Survey and Inspection	E	4	\$33,000	\$33,000	\$33,000	\$33,000	\$66,000	\$66,000	\$66,000
1102	Phase I: Lead and Copper Rule Service Line Inventory	E	1	\$13,000						
1103	Phase II: Lead and Copper Rule Service Line Inventory	E	1	\$100,000	\$100,000					
TOTALS				\$ 865,000	\$ 1,279,000	\$ 875,000	\$ 618,000	\$ 1,108,000	\$ 2,566,000	\$ 1,626,000

Notes: All costs include the following fees and contingencies:

10% Contingency
20% Surveying and Engineering Fee

All costs are stated in 2023 dollars, no escalation is taken into account.

This cost estimate is preliminary in nature and is intended for planning purposes only.

Prior to authorization of work, a detailed cost estimate will be needed to specify the exact scope of work for each project.

Code Key	
Asset Renewal, Age Related	A
Environmental, Regulatory or Safety Related	E
Operator Request or Improvement	O
Planned Project for Expanded Capacity	P

Priority Key	
High - Currently or potentially critical; address immediately	1
Medium - Routine work or anticipated upgrade; schedule for completion within 2 to 3 years	2
Low - Discretionary work, to protect, preserve, or restore facilities; address within 4 to 7 years	3
Yearly - Planned inspections or work to be done in a yearly basis	4
No priority - Deferred work; not required for basic function; to address potential growth, regulatory	5

APPOINTMENT OF AGENT FOR THE 2024 DIRECTORS ELECTION

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

WHEREAS, pursuant to Section 31.123 of the Texas Election Code, if the Secretary of the Board of Directors does not maintain an office, the Secretary is required to appoint an agent (i) to maintain office hours, (ii) to maintain the documents, records, and other papers relating to the election, (iii) to receive any personally delivered document relating to the election that the Secretary of the Board of Directors is authorized or required to receive; and (iv) to make available for inspection and copying documents, records and other papers that are required to be maintained in the agent’s office, subject to approval of the Board of Directors (the “Board”); and

WHEREAS, pursuant to Section 49.109 of the Texas Water Code, the Board may appoint a person, including a District officer, employee or consultant, to serve as the District’s agent under Section 31.123, Texas Election Code;

NOW, THEREFORE, BE IT KNOWN THAT:

1. The Secretary of the Board hereby appoints Jane Maher of Norton Rose Fulbright US LLP as the Secretary’s agent to perform the duties provided by Section 31.123 of the Election Code and to perform any other ministerial duties in connection with the election that may lawfully be performed by such agent, and the Board approves such appointment.
2. The Board hereby appoints Jane Maher of Norton Rose Fulbright US LLP as the District’s agent to perform the duties provided by Section 31.123 of the Election Code and to perform any other ministerial duties in connection with the election that may lawfully be performed by such agent.
3. The Secretary and the Board hereby confirm and ratify all actions previously taken by such agent in connection with the 2024 Directors Election.

DATED this 21st day of November, 2023.

President, Board of Directors

Secretary, Board of Directors

NOTICE OF DEADLINE TO FILE APPLICATIONS FOR PLACE ON THE BALLOT
AVISO DE FECHA LÍMITE PARA PRESENTAR SOLICITUDES DE UN LUGAR EN LA BOLETA DE VOTACIÓN
THÔNG BÁO VỀ HẠN CHÓT NỘP ĐƠN XIN GHI TÊN TRANH CỬ TRÊN LÁ PHIẾU
申請登記選票席位 截止公告

Notice is hereby given that applications for a place on the Harris County Municipal Utility District No. 109 Regular Election ballot may be filed during the following time:

Se notifica por el presente que las solicitudes de un lugar en la boleta de votación de la Elección Regular del Harris County Municipal Utility District No. 109 se pueden presentar durante el siguiente periodo:

Theo đây xin thông báo thời gian có thể nộp đơn xin ghi tên trên lá phiếu của Cuộc Bầu Cử Thường Lệ của Harris County Municipal Utility District No. 109 như sau:

特此公告，申請登記 Harris County Municipal Utility District No. 109 普通選舉之選票席位可在如下時間辦理：

Filing Dates and Times:

Fechas y horarios de presentación de solicitudes:

Ngày và Giờ Nộp Đơn:

申請日期及時間：

Start Date: January 17, 2024

End Date: February 16, 2024 by 5:00 p.m.

Fecha de inicio: 17 de enero de 2024

Fecha de cierre: 16 de febrero de 2024 a las 5:00 p.m.

Ngày Bắt Đầu: 17 tháng Một, 2024

Ngày Kết Thúc: 16 tháng Hai, 2024 trước 5:00 chiều

開始日期：2024年1月17日

結束日期：2024年2月16日，下午5:00

Office Hours: 9:00 a.m. to 5:00 p.m.

Horario de atención: de 9:00 a.m. a 5:00 p.m.

Giờ Làm Việc: 9 giờ sáng đến 5 giờ chiều

辦公時間：上午9:00至下午5:00

Physical address for filing applications in person for place on the ballot:

Dirección física para presentar solicitudes de un lugar en la boleta de votación en persona:

Địa chỉ đích thân tới nộp đơn xin ghi tên tranh cử trên lá phiếu:

親自辦理選票席位申請的地址是：

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

c/o Jane Maher at Norton Rose Fulbright US LLP

1301 McKinney, Suite 5100

Houston, TX 77010-3095

Address to mail applications for place on the ballot (if filing by mail):

Dirección para enviar por correo las solicitudes de un lugar en la boleta de votación (si se realiza el trámite por correo):

Địa chỉ nhận đơn xin ghi tên trên lá phiếu qua thư (nếu nộp qua đường bưu điện):

辦理登記郵寄選票申請地址是 (若以郵寄方式申請):

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

c/o Jane Maher at Norton Rose Fulbright US LLP

1301 McKinney, Suite 5100

Houston, TX 77010-3095

Information to fax or email applications for place on the ballot (if filing by fax or email):

Información para enviar por fax o correo electrónico las solicitudes de un lugar en la boleta de votación (si se realiza el trámite por fax o correo electrónico):

Thông tin để gửi qua fax hoặc email các đơn xin đóng phiếu (nếu nộp bằng fax hoặc email):

傳真或通過電子郵件發送給選票的信息 (如果通過傳真或電子郵件提交) :

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

c/o Jane Maher at Norton Rose Fulbright US LLP

FAX: +1 713 651 5246

Email: jane.maher@nortonrosefulbright.com

Printed Name of Filing Officer

Nombre en letra de molde del funcionario encargado

Tên Viết Bằng Chữ In của Viên Chức phụ trách Nộp

辦理申請官員印刷體姓名

Signature of Filing Officer

Firma del funcionario encargado

Chữ Ký của Viên Chức phụ trách Nộp Đơn

辦理申請官員簽名

Date Posted

Fecha de colocación

Ngày Niêm Yết

公告日期

6. Không được quyết định là (A) mất năng lực trí tuệ hoàn toàn, hay (B) mất năng lực trí tuệ một phần và không có quyền bỏ phiếu theo phán quyết cuối cùng của một toà án có thẩm quyền về chứng thực di chúc.
7. Xác nhận biết đến luật cấm thiên vị người nhà, Chương 573, Bộ Luật Chính Quyền.

選舉資訊：

政治轄區名稱： Harris County Municipal Utility District No. 109
郵寄地址： 1301 McKinney Street, Suite 5100, Houston, Texas 77010
電話號碼： 713-651-5589
電子郵件地址： jane.maher@nortonrosefulbright.com
傳真 [713-651-5246](tel:713-651-5246)

政治轄區的每位當選官員：

<u>Owen Parker</u>	<u>Robin Sulpizio</u>
<u>Chris Green</u>	<u>Nancy Frank</u>
<u>Cheryl Moore</u>	

政治轄區下次官員選舉日期：

2024 年 5 月 4 日 2024 年 11 月 5 日

下次選舉地點：

(暫定)
 待定

為政治轄區每個選舉產生的職務申報候選人的要求：

每位候選人必須填寫一份普通選舉參選申請。申請可向選舉代理人獲取，也可從州務卿網站獲取：
www.sos.state.tx.us/elections/forms/index.shtml (表格 2- 21) 申請必須經過公證，並在提交期間在選舉代理人辦公室收到。可以交付，郵寄，傳真或通過電子郵件發送應用程序。

申報時間：

2024 年 1 月 17 日至 2024 年 2 月 16 日
 2024 年 7 月 20 日至 2024 年 8 月 19 日

申報截止時間：

下午 5 點 2024 年 2 月 16 日
 下午 5 點 2024 年 8 月 19 日

選舉代理人辦公室：

選舉代理人： Jane Maher
實體辦公室： 1301 McKinney Street, Suite 5100, Houston, Texas 77010
電話： 713-651-5589
電子郵件： jane.maher@nortonrosefulbright.com

候選人一般資格要求：

1. 在任期的第一天須年滿 18 周歲
2. 是美國公民
3. 成為 Texas 州居民滿一年
4. 是政治轄區的註冊選民或政治轄區的房屋所有人

5. 需並未最終判定犯有不可寬赦或免於擔責的重罪
6. 從未被認證法庭裁定為 (A) 無完全精神能力或 (B) 無部分精神能力而喪失投票權
7. 承認政府法規第 573 章之裙帶關係法。