

MINUTES OF BOARD OF DIRECTORS MEETING
FEBRUARY 20, 2024

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 February 20, 2024, at 5:30 p.m.; whereupon the roll was called of the Board, to-wit:

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

All members of the Board were present. Also attending all or parts of the meeting were Mr. Barry Hards of TGM; Mr. Matthew Malmquist, visitor (via phone); Lieutenant Steve Romero of Harris County Precinct 4 Constable’s Office; 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 and Mr. Chris Meinhardt 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 January 23, 2024, previously distributed to the Board. Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the meeting held on January 23, 2024, as presented.
3. **Security Report.** President Parker recognized Lieutenant Romero, who reviewed the Security Report for the month of January 2024, a copy of which is attached hereto as *Exhibit B*. 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 Security Report.
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 February 20, 2023 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit C*. Mr. Gehrke reported that 93.31% of the water pumped was billed for the period January 1, 2024 through January 31, 2024.

Upon motion by Director Green, seconded by Director Moore, after full discussion and the

question being put to the Board, the Board voted unanimously to approve the Operations Report and to approve termination of the delinquent accounts in accordance with the terms of the District's Rate Order.

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 January 2024, a copy of which is attached hereto as *Exhibit D*.

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

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

Mr. Meinhardt reported on the utility relocations related to the FM 1960 widening and stated that there is no update this month.

Mr. Meinhardt reported on the Water Plant No. 2 Expansion, and stated that all warranty items have been addressed and that the project warranty period is complete.

Mr. Meinhardt reported on the Barents Drive Lift Station. He stated that the Notice to Proceed was issued for Monday, February 12, 2024.

Mr. Meinhardt reported on the Wastewater Treatment Plant and stated that the construction at the treatment plant is almost complete.

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

Mr. Meinhardt reported on the Emergency Preparedness Plan ("EPP"). He stated that an email was received from the TCEQ on February 12, 2024, stating that the EPP was approved on February 5, 2024, and an approval letter was mailed to NRF on February 7, 2024.

Mr. Meinhardt reported on the Capital Improvement Plan ("CIP"). He stated that the preliminary cost estimate and engineering fees for Water Well No. 1 Rehabilitation. He noted that BGE will bring updated cost estimates and engineering fees for Ground Storage Tank replacement for consideration to the March meeting. He recommended acceptance of preliminary

cost estimate and engineering fees for Water Well No. 1 Rehabilitation.

Mr. Meinhardt reported on the Woodland Hills Tract. He stated that the District is working on a development agreement with the developer.

Mr. Meinhardt reported on the Madden Tract and stated that there is no change this month.

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 accept the Engineer's Report and the preliminary cost estimate and engineering fees for Water Well No. 1 Rehabilitation.

8. **Discuss and consider developer reimbursement agreement.** President Parker recognized Mr. Millas, who presented to and reviewed with the Board the Master Sales Agreement and Lease of Facilities with Streamline Advisory Partners, LLC (the "Reimbursement Agreement"), a copy of which is attached hereto as *Exhibit G*. He noted that the Reimbursement Agreement was revised to trigger reimbursement once the table assessed valuation of the project is of at least \$25,000,000. Mr. Malmquist discussed the development.

Upon motion by Director Sulpizio, seconded by Director Frank, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Reimbursement Agreement.

9. **Discuss emergency text message notification system.** President Parker recognized Director Green, who stated that she will bring the pricing information to the next meeting.

President Parker recognized Mr. Hards, who discussed the services provided by TGM. He presented two landscaping proposals, copies of which are attached hereto as *Exhibit H*. Mr. Hards stated that the proposals would also be presented at the Atascocita Joint Operations Board meeting.

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

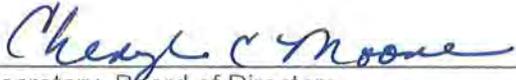
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The above and foregoing minutes were passed and approved by the Board of Directors on March 19, 2024.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

NOTICE

In accordance with chapter 551, Texas Government Code and Section 49.063, Texas Water Code, both as amended, take notice that the Board of Directors of Harris County Municipal Utility District No. 109 will meet in regular session, open to the public, at **Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346**, at **5:30 p.m. on Tuesday, February 20, 2024**. At such meeting, the Board will consider and act on the following matters:

1. Public comments;
2. Approve minutes of the meeting held on January 23, 2024;
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. Discuss emergency text message notification system and take any necessary action; and such other matters as may properly come before the Board.

A handwritten signature in blue ink, appearing to be 'D. J. 200', is written over a horizontal line. Below the line, the text 'Norton Rose Fulbright US LLP' and 'Attorneys for District' is printed.

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 §
COUNTY OF HARRIS §
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109 §

I hereby certify that on FEB. 15, 2024, 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 15th day of February, 2024.



A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the name of the official who executed the document.

Jane Maher

From: Russell Lambert <russ@texasnetwork.com>
Sent: Thursday, February 15, 2024 1:00 PM
To: Jane Maher
Cc: The Texas Network
Subject: RE: 109 & AJOB February Postings

Follow Up Flag: Follow up
Flag Status: Flagged

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, February 15, 2024 12:02 PM
To: Russell Lambert <russ@texasnetwork.com>
Cc: The Texas Network <support@texasnetwork.com>
Subject: 109 & AJOB February 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.ConstablePet4.com

Monthly Contract Stats

HARRIS CO MUNICIPAL UTILITY DIST #109

For January 2024

Categories

Burglary Habitation: 1	Burglary Vehicle: 2	Theft Habitation: 0
Theft Vehicle: 1	Theft Other: 2	Robbery: 0
Assault: 0	Sexual Assault: 0	Criminal Mischief: 1
Disturbance Family: 6	Disturbance Juvenile: 2	Disturbance Other: 3
Alarms: 13	Suspicious Vehicles: 7	Suspicious Persons: 6
Runaways: 1	Phone Harrassment: 1	Other Calls: 682

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	42	4	4	0	1	28	0	1	1229	19
H68	62	13	19	1	0	21	0	3	646	19
H69	30	11	17	0	0	19	0	0	861	19
TOTAL	134	28	40	1	1	68	0	4	2736	57

Summary of Events

Alarms:

Deputies responded to 13 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.

20000 Timber Forest Dr- Deputy self-initiated a traffic stop. Subject was found to have open out of county warrants and arrested.

Burglary Habitation:

6000 Gnarled Oaks Ct – Deputies responded to a burglary type call. An investigation revealed that unknown suspect(s) forced entry into a vacant home and stole property.

BMV:

18700 Shay Ln- Deputy responded to a BMV. Unknown suspect entered the complainant's unlocked vehicle, stole property, and fled undetected.

19000 Shay Ln- Deputy responded to a BMV. Unknown suspect entered the complainant's unlocked vehicle, stole property, and fled undetected.

Stolen Vehicle:

0 Diamond M Dr- Deputy responded to a stolen vehicle. Unknown suspect(s) stole complainant's trailer and fled undetected.

Theft Other:

19100 Moon Trail Dr- Deputy responded to a theft other. Two guests left a hotel without paying for the room rental.

5100 FM 1960 Rd E- Deputy responded to a theft other. Unknown suspect(s) removed copper wiring from utility pole without consent.

Criminal Mischief:

19200 Lakeshire St- Deputy responded to a criminal mischief. Unknown object hit complainant's vehicle causing damage.

Family Disturbance:

19900 Burle Oak Dr- Deputy responded to a family disturbance. Family members engaged in a disturbance. No charges were filed.

19300 Spoonwood Ct – Deputies responded to a family disturbance type call. Family members had an altercation. No charges filed.

19400 Forest Timbers Ct – Deputies responded to a family disturbance type call. Family members had an altercation. No charges filed.

5600 Kiowa Timbers Dr - Deputies responded to a family disturbance type call. Family members had an altercation. No charges filed.

19400 Forest Timbers Ct – Deputies responded to a family disturbance type call. Family members had an altercation. No charges filed.

19400 Forest Timbers Ct – Deputies responded to a family disturbance type call. Family members had an altercation. No charges filed.

Suspicious Vehicle:

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

Suspicious Persons:

Deputies responded to 6 suspicious person calls within the community. Each incident was investigated and cleared without further action required.

Runaway:

20100 Misty Pines Dr- Deputy responded to a runaway. Juvenile left the residence without the parents' permission.

Telephone Harassment:

20000 Dawn Mist Dr- Deputy responded to a telephone harassment. Unknown suspect(s) are calling victim requesting for money and harassing victim.

Other:

18700 Lakeshire St- Deputy responded to a fraudulent use. Unknown suspect(s) obtained and used victim's credit card without consent.

5900 River Timber Trl- Deputy responded to a fraudulent use. Unknown suspect(s) obtained and used victim's credit card without consent.

20000 Timber Forest Dr- Deputy responded to a DOA. An Adult female was found unresponsive.

20700 Fawn Timber Trl- Deputy responded to a DOA. An adult male was found unresponsive.

20000 Timber Forest Dr – Deputy responded to a terroristic threat. Known subject made threats through text messages.

20000 Timber Forest Dr- Deputy responded to a drug OD possession. Known subject had open warrants and found in possession of a controlled substance and arrested.

19200 Artesian Way- Deputy responded to a welfare check. Subject was taken to a sobering center.

19200 Timber Forest Dr- Deputy responded to a accident FSGI. Unknown subject in a black sedan caused an accident, failed to stop and give information.

19100 Timber Forest Dr – Deputy responded to a meet the citizen call. The reporter found a tracking device in her vehicle and wanted to file a report.

19300 Forest Fern Ct – Deputies responded to an aggressive animal type call. The reporter demanded a report that the neighbor's poodle barked at him.

5600 Kiowa Timbers Dr – Deputies responded to a mental health type call. An investigation revealed that the consumer required an evaluation and was transported to the hospital. No further information.

5900 Gnarled Oaks Ct – Deputies responded to a mental health type call. An investigation revealed that the consumer required an evaluation and was transported to the hospital. No further information.

19800 Oak Branch Ct – Deputies responded to a missing person type call. An investigation revealed that an adult male was reported missing. It was discovered the following day that he was arrested out of county.

WWWMS, INC.
HARRIS COUNTY MUD # 109
OPERATIONS REPORT
Tuesday, February 20, 2024

BILLING AND COLLECTION RECAP:

DEPOSITED IN YOUR ACCOUNT LAST MONTH:

Period Ending:	Jan-24
Deposit:	\$ 3,700.00
Penalty:	\$ 4,302.87
Water:	\$ 48,220.77
Sewer:	\$ 50,106.94
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 4,737.09
NHCRWA:	\$ 65,613.98
Reconnect:	\$ -
NSF Fee:	\$ 210.00
Total Collections:	\$ 177,692.65

CURRENT BILLING:

Period Ending:	Feb-24
Deposit:	\$ -
Penalty:	\$ 3,588.65
Water:	\$ 39,224.50
Sewer:	\$ 52,350.31
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 3,760.00
NHCRWA:	\$ 67,141.68
Total Billing:	\$ 166,866.14

CUSTOMER AGED RECEIVABLES:

30 Day	24%	\$ 39,439.48
60 Day	8%	\$ 13,667.74
90 Day	2%	\$ 2,568.64
120 Day	6%	\$ 9,572.28
Overpayments		\$ (8,714.37)
Total Receivables:		\$ 56,533.77

HGCS D PERIOD: 1/1/24 THRU 1/31/24

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

MONTHLY TOTAL

Gallons Authorized:	450.000	MG
Current Month Produced:	21.160	MG
Cum. Gallons Produced:	250.534	MG
Auth. Gallons Remaining:	199.466	MG
Avg. Gallons Per Month:	31.316	MG
Permit Months Remaining:	4	

WATER PLANT OPERATIONS:

Period: 1/1/2024 thru 1/31/2024

MONTHLY TOTAL

Production:	20.298	MG
Amount Purchased:	0.000	MG
Total Amount:	20.298	MG
Consumption: (Billed)	17.441	MG
46 I/C	0.000	MG
Maint. / Leaks / Flushing	0.700	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	18.941	MG
Daily Average Production:	0.655	MG
Percent Accounted For:	93.31%	

NEW METER INSTALLATIONS:

Residential:	0
Commercial:	0
Total:	0

CONNECTION COUNT:

Residential:	2992
Commercial:	110
Clubs/Schools:	1
Irrigation:	19
Vacant:	29
Builders:	23
Vacation:	0
No Bill:	6
	<hr/>
	3180
New Finals and Transfers	-18
	<hr/>
	3162

ACCOUNTS SENT TO COLLECTIONS:

Total of (0)

HARRIS COUNTY MUD #109

ACTIVITY REPORT

February 20, 2024

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 January 2024
- D.) Billing / Recap Summary Report

Item 2: No customer appeal letters.

Item 3: Cut off Report / Status on Arrears Account

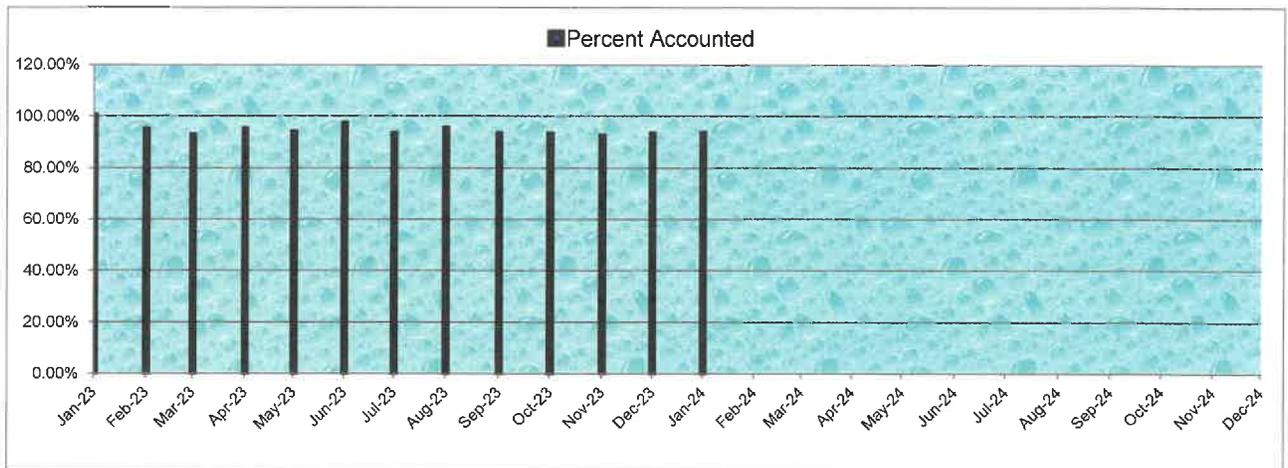
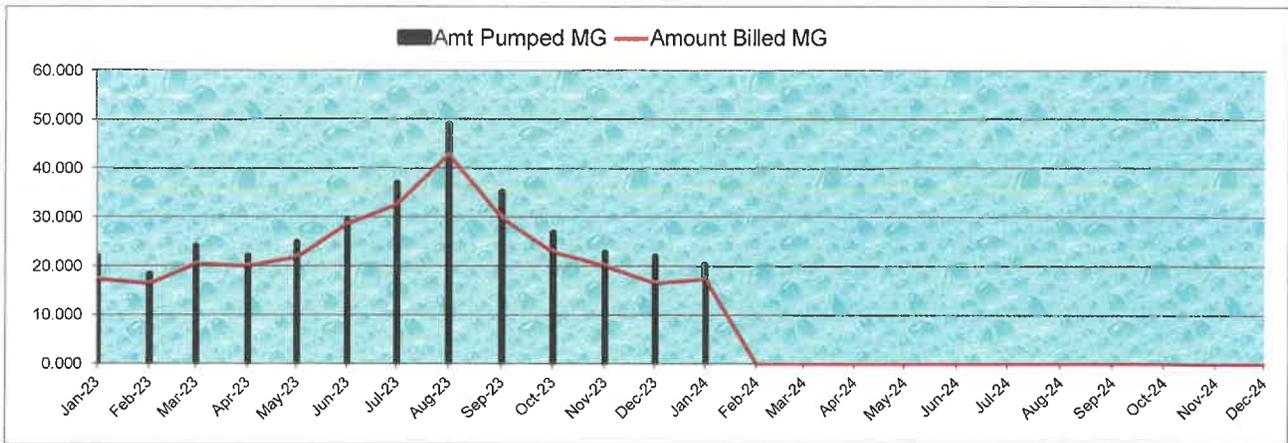
- A.) Door hangers: 2/19/2024
- Due Date: 2/8/2024
- Cut offs: 2/22/2024

HARRIS COUNTY MUD #109

WATER PRODUCTION REPORT

February 20, 2024

Month /Year	Amt Pumped MG	Amt Billed MG	Maint. MG	Amt. Sold I/C	Amount HC 151	Total Amount	Percent Accounted
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	22.747	20.173	0.000	0.000	0.800	20.973	92.20%
Dec-23	21.977	16.556	3.100	0.000	0.800	20.456	93.08%
Jan-24	20.298	17.441	0.700	0.000	0.800	18.941	93.31%
Feb-24							
Mar-24							
Apr-24							
May-24							
Jun-24							
Jul-24							
Aug-24							
Sep-24							
Oct-24							
Nov-24							
Dec-24							
Total	353.540	307.481	16.212	0.000	9.600	333.293	1225.77%
Average	27.195	23.652	1.247	0.000	0.738	25.638	94.29%



NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY
Groundwater and/or Surface Water Reporting and Billing Form - 2024
 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
January 01-31, 2024	\$3.60 groundwater \$4.05 surface water	March 18, 2024

Gallons of Groundwater Pumped for Billing Period

	Start Meter Reading	End Meter Reading	Total
Well #2083	581,517 x1000	594,073 x1000	12,556,000
Well #4448	488,932 x1000	497,340 x1000	8,408,000
Adjustment			0

Water imported from outside NHCRWA

Imported water Meter reading:	Source:		
	x	x	0

Miscellaneous water (not billed)

Other entity	Water Type	Direction	Amount
	Groundwater	Out	

1	Enter total gallons of groundwater pumped and/or imported	20,964,000
2	Divide by 1000	20,964
3	Total groundwater fee due (multiply line 2 x \$3.60)	\$75,470.40
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	\$63,209.15

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: February 02, 2024

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 Municipal Utility District Number 109

Tax Collector's Report

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January 31, 2024

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Taxes Receivable Detail	Pages 6-7

Disbursements for February 20, 2024:

#1923: Ad Valorem Appraisals Inc; TAC Fee-2/2024	\$2,859.84
#1924: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee: 1/2024	1,246.15
#1925: Cheryl Blow; Refund 11634	110.00
#1926: William A & Jo Dean Faulkner; Refund 11433	<u>57.60</u>
Total Disbursements for February 20, 2024	<u>\$4,273.59</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report

Current Period Covered: January 1, 2024 to January 31, 2024

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	\$2,273,639.31	\$360,661.48
Collections:		
2023 Tax Collections	1,004,103.80	3,175,001.21
2022 Tax Collections	2,536.29	132,713.29
2021 Tax Collections	1,535.39	4,461.56
2020 Tax Collections	654.37	1,535.79
2019 Tax Collections	0.00	1,338.38
2018 Tax Collections	0.00	469.75
2017 Tax Collections	0.00	488.43
2016 Tax Collections	0.00	475.00
2015 Tax Collections	0.00	439.67
2014 Tax Collections	0.00	395.74
2013 Tax Collections	0.00	358.47
2012 Tax Collections	0.00	358.98
2011 Tax Collections	0.00	390.71
2010 Tax Collections	0.00	394.94
2009 Tax Collections	0.00	7.09
2008 Tax Collections	0.00	7.87
2007 Tax Collections	0.00	8.75
2006 Tax Collections	0.00	10.47
2005 Tax Collections	0.00	12.48
SIT Overage Collections	0.00	12.61
Penalty and Interest	1,770.76	25,100.18
Tax Attorney Fees	1,246.15	14,652.06
Overpayments	2,662.35	9,962.80
Returned Checks	0.00	-2,608.06
Interest Earned	<u>2,452.18</u>	<u>4,299.40</u>
Total Collections	1,016,961.29	3,370,287.57
Disbursements:		
Tax Assessor-Collector Fee	2,859.84	22,858.32
Annual Data Processing Charges	0.00	4,035.35
Tax Attorney Fee	389.78	14,418.02
Appraisal District Quarterly Fee	0.00	21,831.00
Transfer to Bond Fund	1,652,196.60	1,849,005.11
Transfer to Maintenance Fund	1,508,692.25	1,681,883.74
Publication Cost	0.00	845.90
Refund Overpayments	1,578.09	10,969.82
Bank Charges	<u>546.88</u>	<u>764.63</u>
Total Disbursements	<u>3,166,263.44</u>	<u>3,606,611.89</u>
Cash Balance at End of Period	<u>\$124,337.16</u>	<u>\$124,337.16</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of January 31, 2024

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	\$3,916,347.13	\$3,175,001.69	741,345.44	81.07%
2022	3,774,182.93	3,735,280.51	38,902.42	98.97%
2021	3,382,988.99	3,367,502.18	15,486.81	99.54%
2020	3,164,439.11	3,152,291.55	12,147.56	99.62%
2019	3,081,419.47	3,069,808.16	11,611.31	99.62%
2018	2,906,820.36	2,899,206.05	7,614.31	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>\$76,028,397.05</u>	<u>\$75,154,247.56</u>	<u>\$874,149.49</u>	<u>98.85%</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of January 31, 2024

Tax Roll Information

<u>Year</u>	<u>Taxable Value</u>	<u>Annual Change</u>	<u>Debt Maintenance Tax Rate</u>		<u>Total Tax Rate</u>	<u>Exemptions</u>
2023	890,078,909	10.84%	0.23000	0.21000	0.44000	25,000 O/D
2022	803,017,804	14.00%	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 2023 Tax Levy and Adjustments as of January 31, 2024

<u>2023 Tax Rate: \$0.44 (0.23 I&S + 0.21 M&O)</u>		<u>Taxable Value</u>	<u>Tax Levy</u>
Original Tax Roll:	9/2/2023	\$873,615,042	\$3,843,906.10
Adjustments:			
Supplemental Rolls 1-3	11/28/2023	11,863,362	52,198.80
Supplemental Roll 4	12/8/2023	4,004,581	17,620.14
Supplemental Roll 5	1/21/2024	<u>595,924</u>	<u>2,622.09</u>
Total Adjustments		<u>16,463,867</u>	<u>72,441.03</u>
Total Tax Levy		<u>\$890,078,909</u>	<u>\$3,916,347.13</u>

Summary of 2023 Certified Property Values:

<u>Land Value</u>	<u>Improvements</u>	<u>Personalty</u>	<u>Assessed</u>	<u>Exemptions</u>	<u>Taxable Value</u>
<u>144,470,529</u>	<u>862,191,271</u>	<u>19,043,086</u>	<u>1,025,704,886</u>	<u>136,221,901</u>	889,482,985
12 Accounts Remain Uncertified					<u>11,223,711</u>
Total Estimated Taxable Value					<u>900,706,696</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Tax Collections for January, 2024

<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>
2023 Tax Collections:						
Various Accounts	806 Accounts	\$1,004,103.80	\$266.11	\$0.00	\$0.00	\$1,004,369.91
Rescek Christopher & Kathy	108-493-000-0006	0.00	0.00	0.00	550.26	550.26
Espino Maria Enrique	108-496-000-0050	0.00	0.00	0.00	65.85	65.85
YL Group LLC	111-529-000-0048	0.00	0.00	0.00	1,708.74	1,708.74
Blow Cheryl	114-350-015-0118	0.00	0.00	0.00	110.00	110.00
Wesolowski Vincent & Jacqueline	122-816-004-0007	0.00	0.00	0.00	200.00	200.00
Grounds Robert S	045-007-001-0029	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>27.50</u>	<u>27.50</u>
Total 2023 Tax Collections		<u>1,004,103.80</u>	<u>266.11</u>	<u>0.00</u>	<u>2,662.35</u>	<u>1,007,032.26</u>
2022 Tax Collections:						
Williams Joshua	138-348-001-0003	\$147.85	\$35.48	\$36.67	\$0.00	\$220.00
AB Erosion Control LLC	2327163	423.74	154.23	115.60	0.00	693.57
Brady Scott C	108-492-000-0029	1,035.45	248.50	256.79	0.00	1,540.74
Felchak Kenneth W & Ruby I	108-496-000-0031	774.80	185.96	192.15	0.00	1,152.91
Montalsp Jose Jr & Nicolosa	113-133-000-0037	<u>154.45</u>	<u>20.08</u>	<u>34.91</u>	<u>0.00</u>	<u>209.44</u>
Total 2022 Tax Collections		<u>\$2,536.29</u>	<u>\$644.25</u>	<u>\$636.12</u>	<u>\$0.00</u>	<u>\$3,816.66</u>
2021 Tax Collections:						
Felchak Kenneth W & Ruby I	108-496-000-0031	\$708.44	\$255.04	\$192.70	\$0.00	\$1,156.18
Hodge Jerry David	108-488-000-0003	612.75	220.59	166.66	0.00	1,000.00
Flores Marilu H	108-488-000-0008	<u>214.20</u>	<u>70.68</u>	<u>56.98</u>	<u>0.00</u>	<u>341.86</u>
Total 2021 Tax Collections		<u>\$1,535.39</u>	<u>\$546.31</u>	<u>\$416.34</u>	<u>\$0.00</u>	<u>\$2,498.04</u>
2020 Tax Collections:						
Felchak Kenneth W & Ruby I	108-496-000-0031	<u>\$654.37</u>	<u>\$314.09</u>	<u>\$193.69</u>	<u>\$0.00</u>	<u>\$1,162.15</u>
Total 2020 Tax Collections		<u>\$654.37</u>	<u>\$314.09</u>	<u>\$193.69</u>	<u>\$0.00</u>	<u>\$1,162.15</u>
Summary of Other Collections			<u>\$1,770.76</u>	<u>\$1,246.15</u>	<u>\$2,662.35</u>	\$1,014,509.11
Interest Earnings						<u>2,452.18</u>
Total Collected during Month						<u>\$1,016,961.29</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Detail as of January 31, 2024

<u>Property Owner</u>	<u>Account No.</u>	<u>2022 Tax</u>	<u>2021 Tax</u>	<u>2020 Tax</u>	<u>2019 Tax</u>	<u>Prior Yrs</u>
Exchange Church Houston	043-206-000-0195	\$0.00	\$0.00	\$816.49	\$0.00	\$0.00
D:Vineyard Travis & Danell	102-065-000-0007	687.55	627.44	559.49	552.96	3,892.50
D:Gaddis John M	102-068-000-0021	793.57	725.87	648.97	758.83	0.00
D:Catlin Steven L	102-069-000-0004	113.27	107.77	97.98	89.07	77.52
Ochoa Ramiro & Patricia	102-072-000-0007	1,837.69	0.00	0.00	0.00	0.00
P:Hodge Jerry David	108-488-000-0003	852.07	167.44	0.00	0.00	0.00
Hummingbird Properties Pr	108-488-000-0042	185.23	0.00	0.00	0.00	0.00
Murray Keiunta L	108-489-000-0011	868.34	795.29	728.43	0.00	0.00
Barton Albert John & Brend	108-492-000-0017	500.97	0.00	0.00	0.00	0.00
Deauquier II Lloyd & Lisa	108-492-000-0031	556.64	0.00	0.00	0.00	0.00
Q:Lee Mary	108-494-000-0018	205.58	0.00	0.00	0.00	0.00
Lackey Marvin F	108-495-000-0002	858.21	0.00	0.00	0.00	0.00
Wilson Dewey M	108-497-000-0032	742.43	678.39	620.57	603.40	2,753.27
D:Key Lenora J	109-142-000-0001	710.14	599.32	539.39	484.90	484.28
Daluc Corporation	109-142-000-0006	428.85	0.00	0.00	0.00	0.00
Q:Kelly Shirley A	109-142-000-0006	143.84	0.00	0.00	0.00	0.00
D:Cartwright Ed & Diane	109-142-000-0034	649.33	591.96	591.09	526.44	4,660.72
Slaughter Marcia F	109-143-000-0023	218.60	0.00	0.00	0.00	0.00
D:Brokaw Sharon	109-144-000-0002	597.88	544.19	0.00	444.96	1,485.79
Chaney Allison K	110-749-000-0019	714.88	0.00	0.00	0.00	0.00
S:Carlile Rod	110-750-000-0050	830.33	687.13	700.92	0.00	0.00
James Herbert Jr	111-527-000-0004	0.00	865.56	0.00	0.00	0.00
S:Deyle Kurt	111-527-000-0010	797.18	740.13	672.85	611.68	234.17
Rodríguez Gregorio & Maria	111-528-000-0010	707.89	0.00	0.00	0.00	0.00
Thomas Teresa N	113-133-000-0005	117.50	0.00	0.00	0.00	0.00
D:Curry Arthur W & Sharon	113-133-000-0008	0.00	406.50	0.00	0.00	0.00
Gloria Simon & Maria	113-135-000-0013	864.95	0.00	0.00	0.00	0.00
Wade James Jr	113-135-000-0015	851.70	0.00	0.00	0.00	0.00
Swareman Linda	113-135-000-0019	927.07	0.00	0.00	0.00	0.00
Ruiz John	113-136-000-0003	335.53	0.00	0.00	0.00	0.00
Federal Natl Mtg Assn	113-137-000-0017	912.59	0.00	0.00	0.00	0.00
D:Sanchez Olga	113-142-000-0043	530.39	245.73	0.00	0.00	0.00
Bjomaas Kevin Estate of	114-139-009-0007	912.59	0.00	0.00	0.00	0.00
S:Jackson Keshell	114-139-009-0015	817.46	758.96	717.52	652.30	1,858.14
Chicosky Gregory P	114-139-010-0017	0.00	0.00	0.00	563.41	0.00
Milabun Investments LLC	114-139-010-0027	734.01	681.48	0.00	0.00	0.00
D:Paxton Roy C & Debbie M	114-139-010-0036	512.86	465.25	429.28	379.35	188.48
S:Lacour Carey L & Vanita	114-139-013-0053	875.35	739.39	688.33	0.00	0.00
D:Gonzalez Virginia	114-139-015-0003	654.28	596.54	547.43	487.49	1,015.53
Geibe Virginia	114-139-015-0004	0.00	0.00	0.00	477.24	0.00
McMahan Thomas L	114-139-018-0001	728.34	0.00	0.00	0.00	0.00
Walton Gregory L	114-350-014-0012	617.06	561.99	0.00	0.00	0.00
Blow Cheryl	114-350-015-0118	0.00	0.00	0.00	0.00	2,093.63
Quijano Hilda Gisela	114-350-016-0016	391.17	0.00	0.00	0.00	0.00
D:Harris Virginia B	114-350-016-0083	1,040.89	955.49	869.22	855.21	5,810.72
Delk Leroy	114-350-016-0087	1,008.65	0.00	0.00	0.00	0.00
Fleming Karen	115-511-017-0034	1,054.68	0.00	0.00	0.00	0.00
D:Knight Chris & Terry	115-511-019-0012	1,248.22	1,147.98	1,032.72	0.00	0.00
S:Mitchem Anna M	115-511-021-0036	0.00	0.00	0.00	0.00	258.74
Rosques Sandra P	116-276-000-0580	0.00	0.00	0.00	2,976.58	0.00
Weeks Jennifer Michelle	118-705-001-0027	1,214.83	0.00	0.00	0.00	0.00
Q:Davis Susan	118-705-003-0002	256.09	0.00	0.00	0.00	0.00
Marendes David K & Joyce	119-848-002-0024	0.00	121.99	0.00	0.00	0.00
Holley Guniganti Kings	120-416-002-0007	26.28	26.84	0.00	0.00	0.00
Jones Iris J & Rodney C	123-226-001-0005	1,109.96	0.00	0.00	0.00	0.00
Lin Aung	135-740-001-0046	1,762.19	0.00	0.00	0.00	0.00
Williams Joshua	138-348-001-0003	813.58	0.00	0.00	0.00	0.00

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Detail as of January 31, 2024

<u>Property Owner</u>	<u>Account No.</u>	<u>2022 Tax</u>	<u>2021 Tax</u>	<u>2020 Tax</u>	<u>2019 Tax</u>	<u>Prior Yrs</u>
Allstate Insurance	0435798	53.71	0.00	0.00	0.00	0.00
Wheels LT	0959495	76.62	0.00	0.00	0.00	0.00
Sammy S Total Image Salo	2063987	41.18	0.00	0.00	0.00	0.00
Digital Professionals Compi	2064780	21.69	21.63	21.63	21.63	157.21
B & L Capital Inc	2154083	19.57	19.99	20.08	15.90	230.50
Kevin R Culp	2157330	38.56	41.58	43.58	43.58	457.58
S:Dupree Express Trucking	2172915	539.88	86.07	86.07	86.07	941.51
ARC Insurance Agency	2209050	42.84	43.75	43.75	43.75	185.01
S:James Lewis	2213148	191.81	16.57	24.50	31.25	338.25
RB Mobile Repair	2274611	88.67	0.00	0.00	0.00	0.00
Phones-R-Us Inc	2289501	55.42	54.29	54.29	54.29	54.59
Tomas A Arden Landaverde	2313791	513.69	85.23	0.00	0.00	0.00
VFS LLC	2322209	331.33	0.00	0.00	0.00	0.00
Serenty Health Services LL	2337347	25.00	30.91	40.32	0.00	0.00
Gabriel Martinez	2338191	94.75	96.76	0.00	0.00	0.00
HK Granite & Cabinet Inc	2342853	61.79	0.00	0.00	0.00	0.00
Sophia Massage	2342875	27.26	0.00	0.00	0.00	0.00
Amfah Investments LLC	2343023	148.38	210.67	175.29	0.00	0.00
Spoiled Mutts	2343180	88.38	90.26	90.26	0.00	0.00
My house Barber Shop	2343201	16.18	0.00	0.00	0.00	0.00
Di Maria Fresh Food	2343249	107.63	121.47	0.00	0.00	0.00
Fresh Ink Media Group	2344047	53.78	54.92	54.92	0.00	0.00
The Kut Factory	2344116	29.22	0.00	0.00	0.00	0.00
BI Massage	2344399	16.60	0.00	0.00	0.00	0.00
Adom Tattoo	2344404	18.02	18.40	18.40	0.00	0.00
Cobos BBQ LLC	2352871	144.77	146.40	146.40	0.00	0.00
All Me Hotshot Logistics	2353748	72.57	87.38	0.00	0.00	0.00
S:Ismeal Anaya	2363334	362.76	226.80	287.85	0.00	0.00
Tith Transport Inc	2375231	100.46	0.00	0.00	0.00	0.00
Lit Up Smoke Shop	2379414	186.46	0.00	0.00	0.00	0.00
Fleet Clean Inc	2384334	111.47	0.00	0.00	0.00	0.00
Audio-Visual Media Inc	2387261	53.35	0.00	0.00	0.00	0.00
Michael Lloyd Harris	2387430	167.09	0.00	0.00	0.00	0.00
Nikola Gajuc MD	2390168	127.16	0.00	0.00	0.00	0.00
Sheila Freighthan	2390580	51.12	0.00	0.00	0.00	0.00
Roberto Izquierdo Peraza	2391689	443.40	0.00	0.00	0.00	0.00
Andres Balp	2392979	39.55	0.00	0.00	0.00	0.00
Prior Years Personal Property		<u>21.61</u>	<u>195.10</u>	<u>779.54</u>	<u>851.02</u>	<u>26,991.12</u>
Total Receivable		<u>\$38,902.42</u>	<u>\$15,486.81</u>	<u>\$12,147.56</u>	<u>\$11,611.31</u>	<u>46,554.95</u>



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | February 20, 2024

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

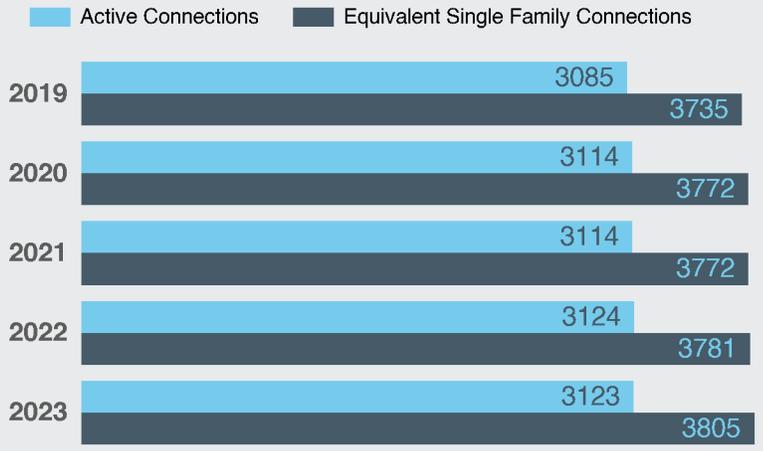
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Spotlight On Connection Counts In Your District

There are two methods of calculating connections in a Special Purpose District, Equivalent Single Family Connections (ESFC) & Active Connections. ESFC's are the number of connections in the District, adjusted upward for larger meters that provide service for irrigation, commercial and multi-family users. Your engineer uses this number for planning and designing the overall capacity of the District facilities and to determine the maximum number of connections the District can provide. Your active connections are the actual number of connections being used in your District. Tracking these over time enables your Consultants to keep an eye on the growth trend of the District in order to begin plant expansions in a timely manner to be ready for growth.

Meter Size	Active Connections	ESFC Factor	Active ESFC
< 3/4"	2,857	x1.0	2,857
1"	218	x2.5	545
1 1/2"	13	x5.0	65
2"	31	x8.0	248
3"	1	x15.0	15
4"	3	x25.0	75
6"	0	x50.0	0
8"	0	x80.0	0
10"	0	x115.0	0
Total Water	3,123		3,805

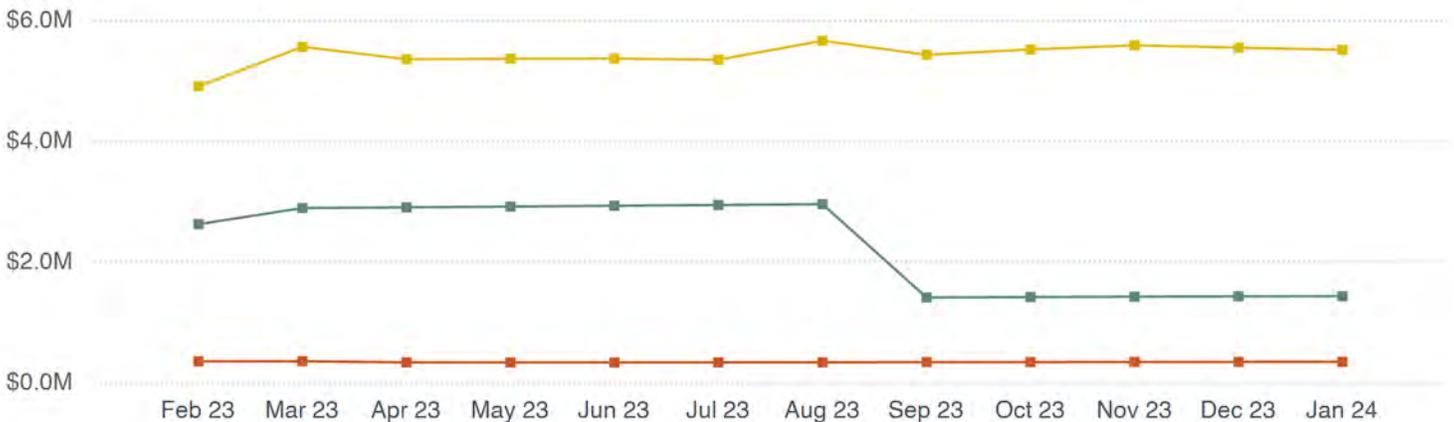


Account Balance | As of 02/20/2024

■ General Operating	■ Capital Projects	■ Debt Service
\$6,775,963	\$344,698	\$3,086,292

Total For All Accounts: \$10,206,953

Account Balance By Month | February 2023 - January 2024



Monthly Financial Summary - General Operating Fund

Harris County MUD No. 109 - GOF



Account Balance Summary

Balance as of 01/24/2024 **\$5,314,509**

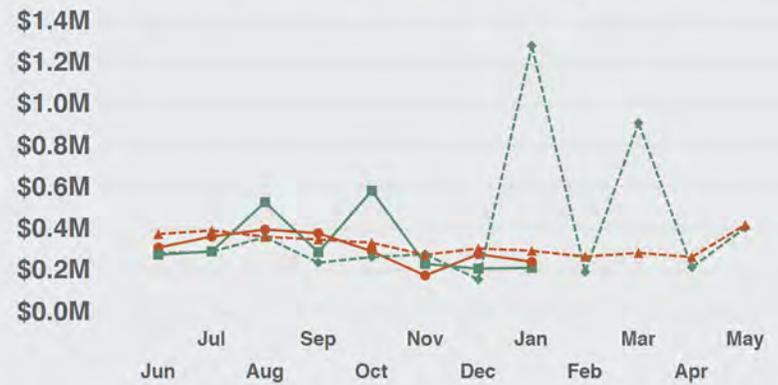
Receipts 1,944,822

Disbursements (483,367)

Balance as of 02/20/2024 **\$6,775,963**

Overall Revenues & Expenditures By Month (Year to Date)

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



January 2024

Revenues

Actual	Budget	Over/(Under)
\$214,421	\$198,368	\$16,053

Expenditures

Actual	Budget	Over/(Under)
\$243,538	\$266,647	(\$23,109)

June 2023 - January 2024 (Year to Date)

Revenues

Actual	Budget	Over/(Under)
\$2,636,219	\$2,362,272	\$273,947

Expenditures

Actual	Budget	Over/(Under)
\$2,452,835	\$2,541,959	(\$89,124)

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 01/24/2024				\$39,494.17
Receipts				
	HC 151 Water Supply		3,735.20	
	HC 151 Water Supply		668.00	
	Interest Earned on Checking		128.12	
	Sweep from Lockbox Account		200,555.81	
	City of Houston - Sales Tax Rebate		8,327.51	
	HC 151 Water Supply		3,233.80	
	Wire Transfer from Money Market		20,000.00	
Total Receipts				\$236,648.44
Disbursements				
16508	Texas Commission on Environmental Quality	2023 Revenue & Regulatory Assessment	(6,015.53)	
16556	Centerpoint Energy	Utilities Expense	(888.83)	
16557	Cheryl C. Moore	Fees of Office - 02/20/2024	(204.09)	
16558	Chris Green	Fees of Office - 02/20/2024	(204.09)	
16559	Nancy Frank	Fees of Office - 02/20/2024	(204.09)	
16560	Owen H. Parker	Fees of Office - 02/20/2024	(204.09)	
16561	Robin Sulpizio	Fees of Office - 02/20/2024	(204.09)	
16562	Cheryl C. Moore	Expense	(29.95)	
16563	Chris Green	Fees of Office - 02/05/2024 & Expense	(268.39)	
16564	Nancy Frank	Expense	(86.26)	
16565	Owen H. Parker	Fees of Office - 01/15-02/13/24 & Exp	(856.37)	
16566	Robin Sulpizio	Expense & Reissue Check #16457	(130.00)	
16567	August S Zeller	Customer Refund	(137.20)	
16568	Channa D Williams	Customer Refund	(178.81)	
16569	Hon JV III, LLC	Customer Refund	(160.34)	
16570	I H F C Texas, LLC	Customer Refund	(191.04)	
16571	J K M D Homes, LLC	Customer Refund	(187.97)	
16572	John Paul Caselli III	Customer Refund	(105.18)	
16573	Jonathan Goleman	Customer Refund	(144.80)	
16574	Joshua M Kicker	Customer Refund	(191.92)	
16575	Luis Rodriguez	Customer Refund	(60.82)	
16576	Miguel Bonilla	Customer Refund	(178.73)	
16577	Opendoor Labs, Inc	Customer Refund	(177.08)	
16578	Raul Hernandez	Customer Refund	(60.91)	
16579	Robert Allen Monticone, Sr	Customer Refund	(31.54)	
16580	Seanna Unruh	Customer Refund	(7.74)	
16581	Tamara Parker	Customer Refund	(43.28)	
16582	W F I Management, LLC	Customer Refund	(180.06)	
16583	Atascocita Joint Operations Board	Schedule B & C Costs	(55,545.87)	
16584	BGE, Inc.	Engineering Fees	(8,455.99)	
16585	CDC Unlimited, LLC	Mowing Expense	(1,464.50)	

Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Disbursements				
16586	Chlorinator Maint. Co., Inc.	Repairs & Maintenance	(917.10)	
16587	DSHS Central Lab MC2004	Laboratory Expense	(212.00)	
16588	Generator Service	Maintenance & Repairs	(15,500.00)	
16589	GFL Environmental	Garbage Expense	(337.12)	
16590	Harris County Treasurer	Patrol Services	(20,370.00)	
16591	Hawkins, Inc	Chemicals Expense	(5,737.50)	
16592	Hudson Energy	Utilities Expense	(10,344.98)	
16593	LSEC, LLC	Maintenance & Operations	(4,253.60)	
16594	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(4,232.75)	
16595	NHCRWA	Water Authority Fees	(63,209.15)	
16596	Norton Rose Fulbright US LLP	Legal Fees	(9,591.25)	
16597	Oaks of Atascocita Community Improvement	Security Contribution - HOA	(3,750.00)	
16598	The Texas Network, LLC	Website Expense	(25.00)	
16599	Water Utility Services, Inc.	Laboratory Fees	(340.00)	
16600	WWWMS	Maintenance and Operations	(46,545.92)	
16601	Brightspeed	Telephone Expense	0.00	
16602	Centerpoint Energy	Utilities Expense	0.00	
Svc Chrg	Central Bank	Service Charge	(5.00)	
Total Disbursements			(\$262,170.93)	
Balance as of 02/20/2024				\$13,971.68

Cash Flow Report - Operator Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 01/24/2024				\$142,304.98
Receipts				
	Accounts Receivable		76,656.83	
	Accounts Receivable		100,280.00	
	Tap Connection (1)		1,555.00	
Total Receipts				\$178,491.83
Disbursements				
Ret Ck	Central Bank	Customer Returned Checks (6)	(635.48)	
Svc Chrg	Central Bank	Service Charge	(5.00)	
Sweep	Harris County MUD 109	Transfer to Checking Account	(200,555.81)	
Total Disbursements				(\$201,196.29)
Balance as of 02/20/2024				\$119,600.52

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	January 2024			June 2023 - January 2024			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Revenues							
Water Revenue							
14101 Water- Customer Service Revenue	39,112	28,650	10,462	403,841	401,100	2,741	573,000
14102 Surface Water - Reserve	70,132	70,935	(803)	836,984	993,090	(156,106)	1,418,700
14103 Capital Contribution Credit-NHC	12,261	0	12,261	98,090	0	98,090	0
14105 Connection Fees	1,075	2,583	(1,508)	16,475	20,667	(4,192)	31,000
14108 Water Sales to HC 151	834	900	(66)	9,384	9,899	(515)	13,500
Total Water Revenue	123,415	103,068	20,346	1,364,774	1,424,756	(59,981)	2,036,200
Wastewater Revenue							
14201 Wastewater-Customer Service Rev	52,226	54,950	(2,724)	435,081	439,600	(4,519)	659,400
Total Wastewater Revenue	52,226	54,950	(2,724)	435,081	439,600	(4,519)	659,400
Property Tax Revenue							
14301 Maintenance Tax Collections	0	0	0	173,191	175,120	(1,929)	1,722,365
Total Property Tax Revenue	0	0	0	173,191	175,120	(1,929)	1,722,365
Sales Tax Revenue							
14401 COH Rebate	7,743	8,108	(365)	67,730	64,867	2,863	97,300
Total Sales Tax Revenue	7,743	8,108	(365)	67,730	64,867	2,863	97,300
Tap Connection Revenue							
14501 Tap Connections	1,555	1,250	305	1,555	10,000	(8,445)	15,000
14502 Inspection Fees	801	817	(16)	6,708	6,533	175	9,800
Total Tap Connection Revenue	2,356	2,067	289	8,263	16,533	(8,270)	24,800
Administrative Revenue							
14702 Penalties & Interest	7,559	7,908	(350)	65,008	63,267	1,742	94,900
Total Administrative Revenue	7,559	7,908	(350)	65,008	63,267	1,742	94,900
Interest Revenue							
14801 Interest Earned on Checking	128	200	(72)	1,378	1,600	(222)	2,400
14802 Interest Earned on Temp. Invest	20,989	22,008	(1,019)	181,823	176,063	5,761	264,094
Total Interest Revenue	21,117	22,208	(1,091)	183,202	177,663	5,539	266,494
Other Revenue							
15801 Miscellaneous Income	5	58	(53)	338,969	467	338,503	700
Total Other Revenue	5	58	(53)	338,969	467	338,503	700
Total Revenues	214,421	198,368	16,053	2,636,219	2,362,272	273,947	4,902,159

Expenditures

Water Service

16102 Operations - Water	9,254	9,650	(396)	76,830	77,200	(370)	115,800
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Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	January 2024			June 2023 - January 2024			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Water Service							
16105 Maintenance & Repairs - Water	18,077	33,333	(15,256)	217,026	266,667	(49,641)	400,000
16107 Chemicals - Water	0	6,333	(6,333)	57,126	50,667	6,460	76,000
16108 Laboratory Expense - Water	1,267	658	609	5,667	5,267	400	7,900
16109 Mowing - Water	349	1,125	(776)	9,953	9,000	953	13,500
16110 Utilities - Water	8,669	9,083	(414)	78,399	72,667	5,732	109,000
16111 Reconnections	620	925	(305)	7,040	7,400	(360)	11,100
16112 Disconnection Expense	135	425	(290)	2,460	3,400	(940)	5,100
16113 Service Account Collection	2,444	2,617	(173)	18,177	20,933	(2,757)	31,400
16114 Telephone Expense - Water	302	483	(181)	3,362	3,867	(504)	5,800
16116 Permit Expense - Water	0	658	(658)	7,666	5,267	2,399	7,900
16117 TCEQ Regulatory Expense - Water	0	3,081	(3,081)	1,832	3,081	(1,249)	3,081
16118 Surface Water Fee	75,470	78,110	(2,640)	980,166	1,093,540	(113,374)	1,562,200
Total Water Service	116,588	146,483	(29,895)	1,465,703	1,618,954	(153,251)	2,348,781
Wastewater Service							
16202 Operations - Wastewater	2,298	2,400	(102)	18,596	19,200	(604)	28,800
16204 Purchase Wastewater Service	55,518	41,800	13,718	360,046	334,400	25,646	501,600
16205 Maint & Repairs - Wastewater	14,724	15,717	(993)	143,021	125,733	17,287	188,600
16207 Chemicals - Wastewater	0	392	(392)	331	3,133	(2,802)	4,700
16208 Laboratory Fees - Wastewater	0	233	(233)	530	1,867	(1,337)	2,800
16209 Mowing - Wastewater	349	967	(618)	9,017	7,733	1,283	11,600
16210 Utilities - Lift Station	2,565	2,225	340	16,944	17,800	(856)	26,700
16214 Telephone Expense - Wastewater	601	458	143	3,835	3,667	168	5,500
16217 TCEQ Regulatory Exp-Wastewater	0	3,081	(3,081)	1,832	3,081	(1,249)	3,081
Total Wastewater Service	76,055	67,273	8,782	554,152	516,614	37,538	773,381
Garbage Service							
16301 Garbage Expense	337	1,147	(810)	5,831	9,176	(3,345)	13,764
Total Garbage Service	337	1,147	(810)	5,831	9,176	(3,345)	13,764
Storm Water Quality							
16404 Detention Pond Mowing	767	0	767	1,534	0	1,534	0
Total Storm Water Quality	767	0	767	1,534	0	1,534	0
Tap Connection							
16501 Tap Connection Expense	0	583	(583)	2,625	4,667	(2,042)	7,000
16502 Inspection Expense	2,310	1,158	1,152	13,196	9,267	3,930	13,900
Total Tap Connection	2,310	1,742	568	15,821	13,933	1,888	20,900
Administrative Service							
16703 Legal Fees	9,591	5,283	4,308	65,525	42,267	23,258	63,400

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	January 2024			June 2023 - January 2024			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Administrative Service							
16705 Auditing Fees	0	0	0	18,500	18,000	500	18,000
16706 Engineering Fees	4,784	6,667	(1,883)	51,317	53,333	(2,016)	80,000
16709 Election Expense	0	833	(833)	0	6,667	(6,667)	10,000
16710 Website Expense	255	75	180	630	600	30	900
16712 Bookkeeping Fees	3,958	3,920	38	37,733	40,320	(2,587)	56,000
16714 Printing & Office Supplies	2,423	2,525	(102)	19,376	20,200	(824)	30,300
16716 Delivery Expense	30	25	5	339	200	139	300
16717 Postage	64	58	6	494	467	27	700
16718 Insurance & Surety Bond	0	0	0	0	0	0	39,900
16719 AWBD Expense	0	8,200	(8,200)	2,650	13,200	(10,550)	13,200
16722 Bank Service Charges	10	92	(82)	240	733	(493)	1,100
16723 Travel Expense	16	117	(100)	239	933	(695)	1,400
16727 Arbitrage Expense	0	0	0	0	2,250	(2,250)	3,250
16728 Record Storage Fees	31	33	(2)	372	267	106	400
Total Administrative Service	21,162	27,828	(6,666)	197,415	199,437	(2,022)	318,850
Security Service							
16801 Security Patrol Expense	24,120	19,708	4,412	177,830	157,667	20,163	236,500
16802 Security Monitoring	0	92	(92)	12,749	733	12,016	1,100
Total Security Service	24,120	19,800	4,320	190,579	158,400	32,179	237,600
Payroll Expense							
17101 Payroll Expenses	1,903	2,083	(180)	12,567	16,667	(4,100)	25,000
Total Payroll Expense	1,903	2,083	(180)	12,567	16,667	(4,100)	25,000
Other Expense							
17802 Miscellaneous Expense	296	292	5	2,327	2,333	(6)	3,500
Total Other Expense	296	292	5	2,327	2,333	(6)	3,500
Total Expenditures	243,538	266,647	(23,109)	2,445,929	2,535,515	(89,586)	3,741,776
Total Revenues (Expenditures)	(29,117)	(68,279)	39,163	190,290	(173,243)	363,533	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

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	January 2024			June 2023 - January 2024			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Other Expenditures							
Capital Outlay							
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
17904 Capital Outlay - Barents Dr L/S	0	0	0	6,444	6,444	0	50,000
Total Capital Outlay	0	0	0	6,905	6,444	462	1,100,000
Total Other Expenditures	0	0	0	6,905	6,444	462	1,100,000
Total Other Revenues (Expenditures)	0	0	0	(6,905)	(6,444)	(462)	(1,100,000)
Excess Revenues (Expenditures)	(29,117)	(68,279)	39,163	183,384	(179,687)	363,071	60,383

Balance Sheet as of 01/31/2024

Harris County MUD No. 109 - GOF



Assets

Bank

11101 Cash in Bank	\$244,576
11102 Operator	119,601
Total Bank	\$364,177

Investments

11201 Time Deposits	\$5,153,699
Total Investments	\$5,153,699

Receivables

11301 Accounts Receivable	\$195,690
11303 Maintenance Tax Receivable	105,651
11305 Accrued Interest	5,684
11306 Due From COH	26,752
11308 Due From Others	756
Total Receivables	\$334,532

Interfund Receivables

11403 Due From Tax Account	\$550,797
11405 Due from A.C.P.	(45,687)
Total Interfund Receivables	\$505,110

Reserves

11601 Reserve in A.C.P.	\$438,407
Total Reserves	\$438,407

Total Assets

\$6,795,924

Liabilities & Equity

Liabilities

Accounts Payable

12101 Accounts Payable	\$131,569
12102 Payroll Liabilities	270
Total Accounts Payable	\$131,839

Deferrals

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

Deposits

12601 Customer Meter Deposits	\$306,071
12606 Zimmerman Properties - 9 acre	503
12607 Madden Tract	172
12608 Woodland Hills Annexation	6,334
Total Deposits	\$313,080

Total Liabilities

\$550,570

Balance Sheet as of 01/31/2024

Harris County MUD No. 109 - GOF



Liabilities & Equity

Equity

Unassigned Fund Balance

13101 Unallocated Fund Balance

\$6,061,970

Total Unassigned Fund Balance

\$6,061,970

Net Income

\$183,384

Total Equity

\$6,245,354

Total Liabilities & Equity

\$6,795,924

Monthly Financial Summary - Capital Projects Fund

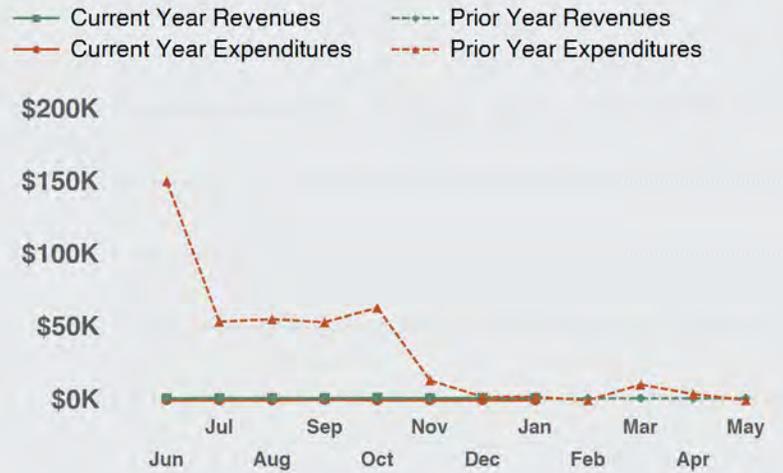
Harris County MUD No. 109 - CPF



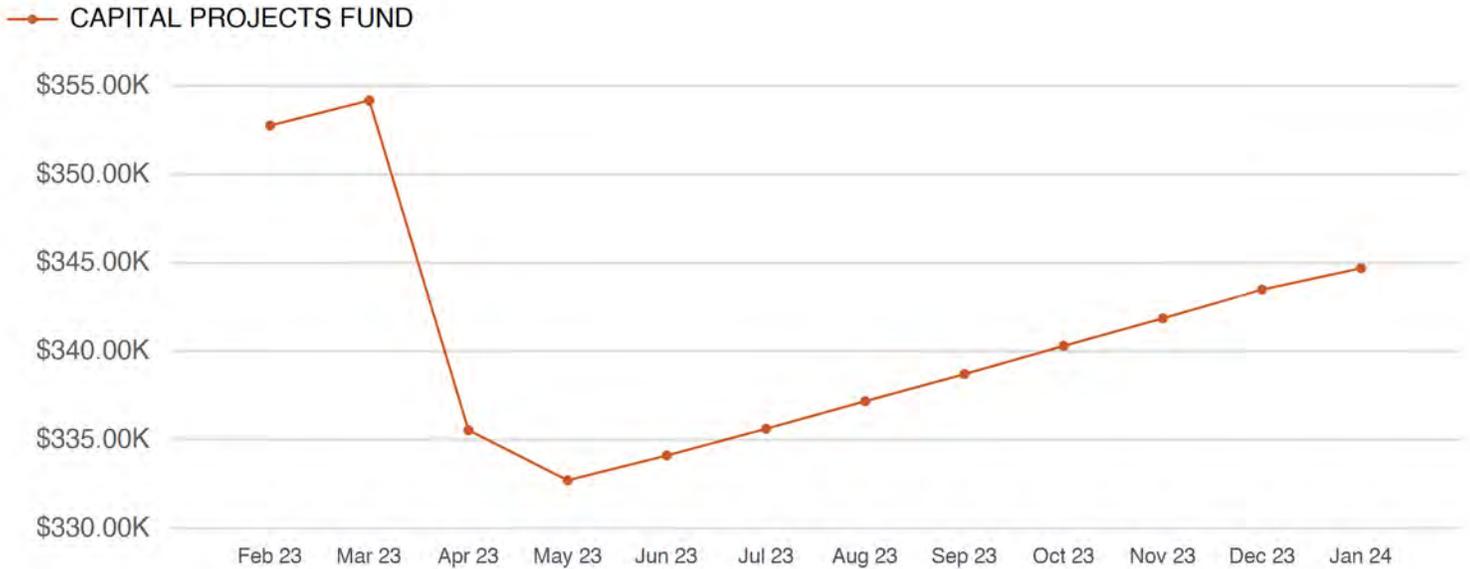
Account Balance Summary

Balance as of 01/24/2024	\$343,088
Receipts	1,614
Disbursements	(5)
Balance as of 02/20/2024	\$344,698

Overall Revenues & Expenditures By Month (Year to Date)



Account Balance By Month | February 2023 - January 2024



Cash Flow Report - Checking Account

Harris County MUD No. 109 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 01/24/2024				\$150.00
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 02/20/2024				\$145.00

District Debt Summary as of 02/20/2024

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
16	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 02/20/2024

Harris County MUD No. 109

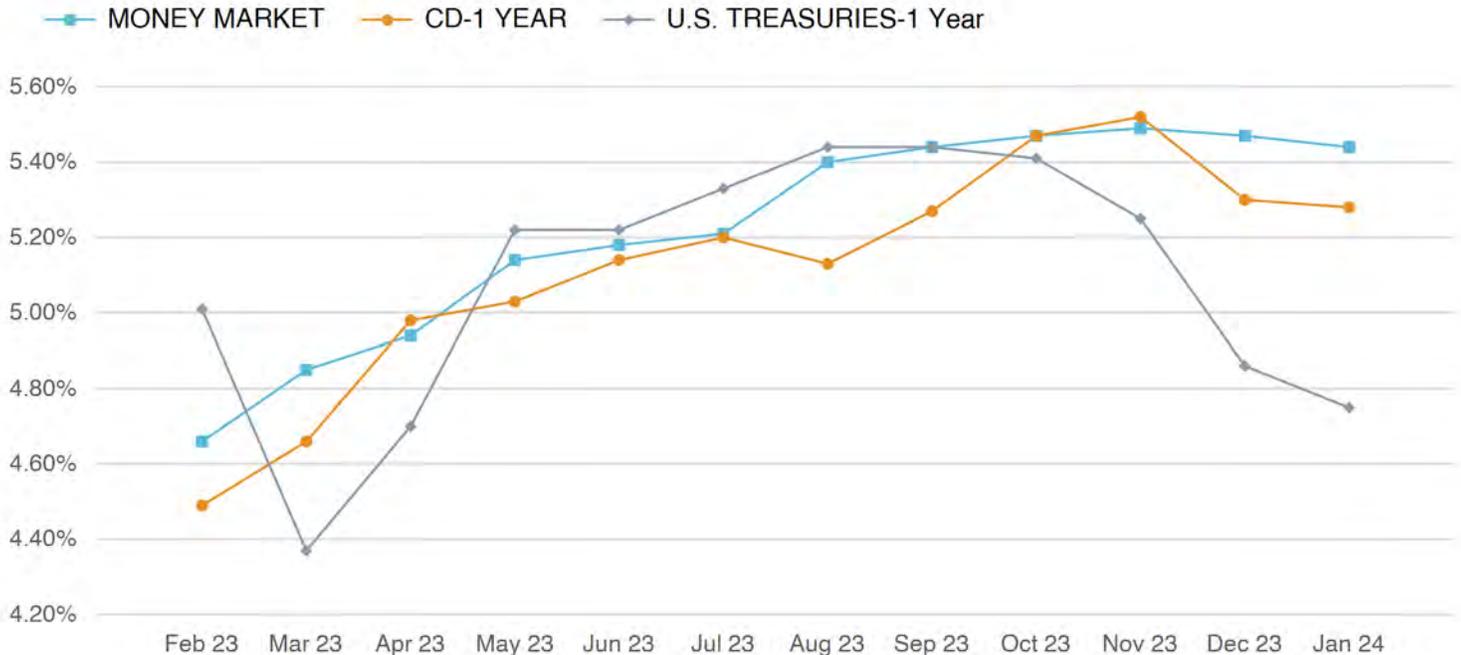


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$6,775,963	Funds Available to Invest \$344,698	Funds Available to Invest \$3,086,292	Funds Available to Invest N/A
Funds Invested \$6,642,391	Funds Invested \$344,553	Funds Invested \$3,086,292	Funds Invested N/A
Percent Invested 98%	Percent Invested 99%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.41%	180 Days	5.44%	180 Days	5.26%
		270 Days	5.42%	270 Days	5.26%
		1 Yr	5.28%	1 Yr	4.84%
		13 Mo	5.15%	13 Mo	N/A
		18 Mo	4.02%	18 Mo	4.84%
		2 Yr	1.99%	2 Yr	4.47%

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

Investment Rates Over Time (By Month) | February 2023 - January 2024



Account Balance as of 02/20/2024

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	
CADENCE BANK (XXXX3093)	11/30/2023	09/25/2024	5.50%	235,000.00	
WALLIS BANK (XXXX4307)	11/30/2023	11/30/2024	5.65%	235,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/22/2017		5.47%	5,937,390.85	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1891)			0.00%	13,971.68	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00%	119,600.52	Operator
Totals for General Operating Fund				\$6,775,963.05	

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		5.47%	344,552.73	Series 2017
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1875)			0.00%	145.00	Checking Account
Totals for Capital Projects Fund				\$344,697.73	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
CADENCE BANK - DEBT (XXXX1385)	12/01/2023	08/27/2024	5.50%	235,000.00	
THIRD COAST BANK-DEBT (XXXX3518)	12/01/2023	08/27/2024	5.50%	235,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0003)	03/22/2017		5.47%	2,616,292.31	
Totals for Debt Service Fund				\$3,086,292.31	

Grand Total for Harris County MUD No. 109 :

\$10,206,953.09

Capital Projects Fund Breakdown

Harris County Municipal Utility District No. 109

As of Date 02/20/2024

Net Proceeds for All Bond Issues

Receipts

Bond Proceeds - Series 2017	\$12,100,000.00
Interest Earnings - Series 2017	270,353.73

Disbursements

Disbursements - Series 2017	(\$12,025,656.00)
-----------------------------	-------------------

Total Cash Balance	\$344,697.73
---------------------------	---------------------

Balances by Account

Central Bank - Checking	\$145.00
TX Class - Series 2017	344,552.73

Total Cash Balance	\$344,697.73
---------------------------	---------------------

Balances by Bond Series

Bond Proceeds - Series 2017	\$344,697.73
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Total Cash Balance	\$344,697.73
---------------------------	---------------------

Remaining Costs/Surplus By Bond Series

Surplus & Interest - Series 2017	\$344,697.73
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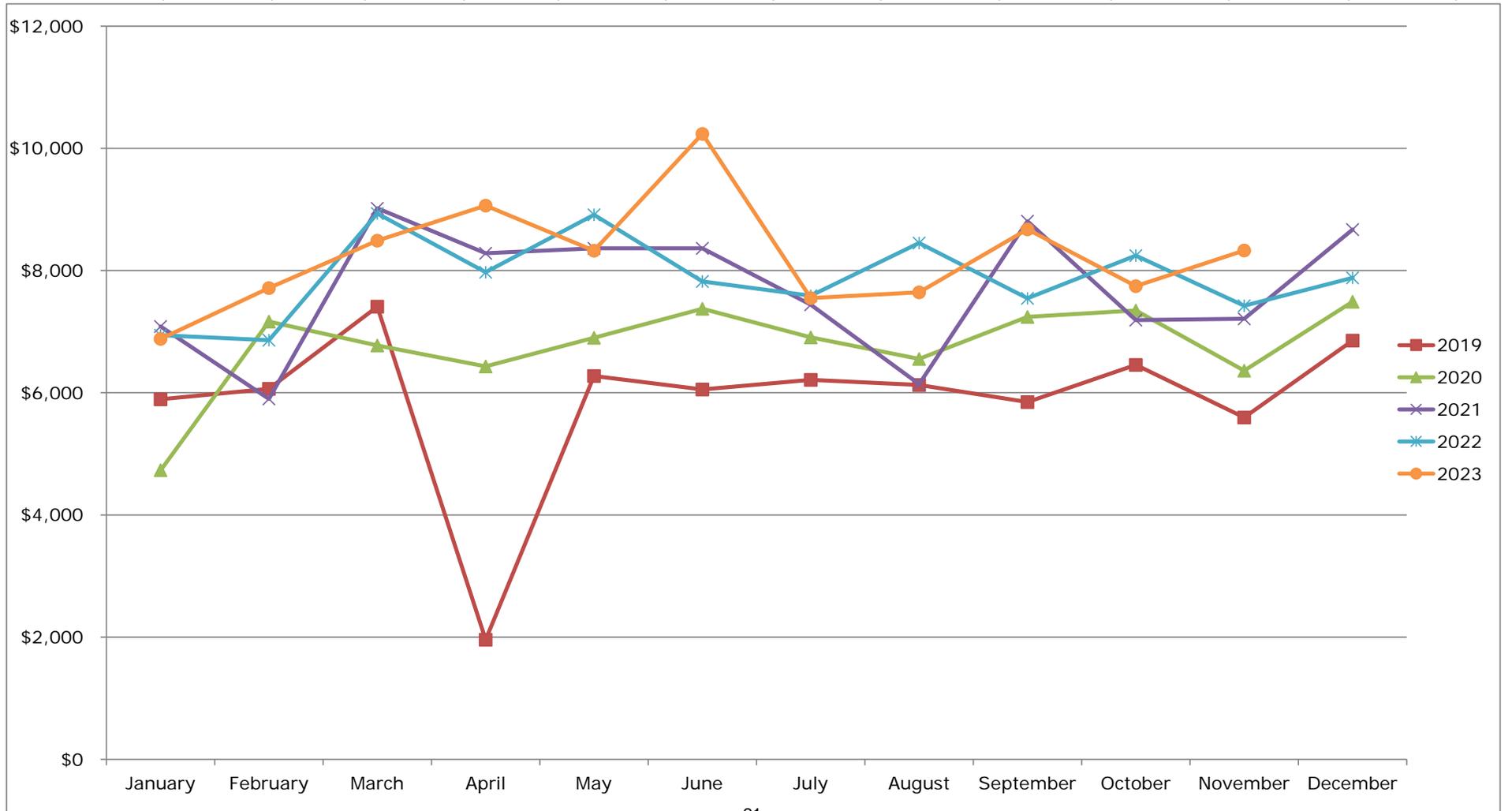
Total Surplus & Interest Balance	\$344,697.73
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Total Remaining Costs/Surplus	\$344,697.73
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Sales Tax Revenue History

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	\$8,675	\$7,743	\$8,328		
Total	\$43,796	\$45,563	\$55,738	\$46,358	\$52,585	\$54,592	\$46,710	\$46,572	\$51,122	\$50,235	\$46,125	\$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 Zimmerman		5,000.00	5,000.00
	09/30/2022	9-221757	BGE, Inc.	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	Repts		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
	11/30/2023	11-230332	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	865.63		6,369.50
	01/31/2024	1-240378	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	35.55		6,333.95
Total 12608 · Woodland Hills Annexation					3,666.05	10,000.00	6,333.95
TOTAL					12,990.43	20,000.00	7,009.57

Cash Flow Forecast

Harris County MUD 109

	5/24	5/25	5/26	5/27	5/28
Assessed Value	\$873,615,042	\$873,615,042	\$873,615,042	\$873,615,042	\$873,615,042
Maintenance Tax Rate	\$0.210	\$0.210	\$0.210	\$0.210	\$0.210
Maintenance Tax	\$1,797,900	\$1,797,900	\$1,797,900	\$1,797,900	\$1,797,900
% 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	\$6,020,532	\$5,532,068	\$5,622,310	\$5,839,016
Revenues					
Maintenance Tax	\$1,722,365	\$1,797,900	\$1,797,900	\$1,797,900	\$1,797,900
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	\$5,171,510	\$5,381,487	\$5,609,126	\$5,856,076
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	\$1,164,536	\$1,088,242	\$1,006,706	\$919,571
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 Replacement	0	327,000	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
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	701,970	0	0	0	0
Developer Reimbursement	0	0	125,000	125,000	125,000
Total Capital Outlay	\$930,970	\$1,653,000	\$998,000	\$790,000	\$1,212,000
Construction Surplus	\$344,698	\$0	\$0	\$0	\$0
Ending Cash Balance	\$6,020,532	\$5,532,068	\$5,622,310	\$5,839,016	\$5,546,587
Operating Reserve % of Exp					
Percentage	161%	138%	131%	127%	112%
Number of Months	19	17	16	15	13
Bond Authority					
Remaining Bonding Capacity - \$12,950,000					
Maintenance Tax Rate Cap - \$1.00					

2024 AWBD Summer Conference

Harris County Municipal Utility District No. 109

Thursday, June 13 - Saturday, June 15, 2024

Fort Worth Convention Center, Fort Worth, TX

Director	Registration			Prior Conference Expenses
Name	Attending	Online	Paid	Paid
Cheryl Moore				N/A
Chris Green				N/A
Nancy Frank				N/A
Owen Parker				No
Robin Sulpizio				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

Early Registration:	Begins	1/31/2024	\$435
Regular Registration:	Begins	2/21/2024	\$485
Late Registration	Begins	5/2/2024	\$585

Cancellation Policy

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 05/01/24.

There will be no refunds after 05/01/24.

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

February 20, 2024

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

No change this month.

b. Water Plant No. 2 Project

All warranty items have been addressed. The project warranty period is complete.

c. Barents Drive Lift Station

Notice to Proceed was issued for Monday, February 12, 2024.

d. Wastewater Treatment Plant

The construction at the treatment plant is almost complete.

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

f. Emergency Preparedness Plan:

An email was received from TCEQ on February 12, 2024, stating the EPP was approved on February 5, 2024, and an approval letter was mailed to the District Attorney on February 7, 2024.

Exhibit F

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g. Capital Improvement Plan:

Please see attached for preliminary cost estimate and engineering fees for Water Well No. 1 Rehabilitation. I will bring updated cost estimates and engineering fees for Ground Storage Tank replacement for consideration to the March meeting.

Action Item: We recommend acceptance of preliminary cost estimate and engineering fees for Water Well No. 1 Rehabilitation.

h. Woodland Hills Tract: District is working on a development agreement with the developer.

i. Madden Tract: No change this month.

**HARRIS COUNTY MUD NO. 109
WATER PLANT NO. 1
WATER WELL REHAB
CONSTRUCTION COST ESTIMATE**

		QUANTITY	UNIT	UNIT COST	AMOUNT
BID ITEMS					
1	Mobilization; Demobilization; Bonds; Insurance	1	LS	\$11,000	\$11,000.00
2	Remove existing pump, haul to contractors yard, disassemble and inspect. Provide written report on condition.	1	LS	\$10,000	\$10,000.00
3	Televise well, provide written report on recommendations.	3	EA	\$3,000	\$9,000.00
4	Wire-brush 10-3/4" blank / screen casing, Complete in Place, includes trip in and out.	30	HR	\$500	\$15,000.00
5	Airlift debris following wire-brushing Complete in Place, includes trip in and out.	30	HR	\$500	\$15,000.00
6	Re-assemble column assembly, haul to site, installation and start up.	1	LS	\$25,000	\$25,000.00
7	Well disinfection and three bacteriological sampling, Complete in Place.	1	LS	\$11,000	\$11,000.00
8	GM Production Test	1	LS	\$3,000	\$3,000.00
9	Well Patches (if there is any breaks)	1	LS	\$45,000	\$45,000.00
10	Column pipe, threaded and coupled column pipe, tension bearing assembly, rubber centralizer, recondition existing motor, stainless steel airline with gauge and fittings, Suction Pipe, etc.	1	LS	\$75,000	\$75,000.00
11	8 Stage 12EMM Oil Lube to well Pumps	1	LS	\$55,000	\$55,000.00
12	Additional Extra Work	1	LS	\$25,000	\$25,000.00

Base Bid Total:	\$299,000
Contingencies @ 5%	\$15,000
Total	\$314,000



Professional Services will be invoiced monthly based on the percentage of work complete or the actual time, materials and expenses utilized to complete the work in accordance with the following schedule.

Task No.	Description	Basis of Fee	Fee/ Budget
1	Basic Services: Design Engineering	Lump Sum	\$28,000
2	Surplus Funds Release Letter	Hourly	\$6,000
3	Basic Services: Construction Phase	Lump Sum	\$16,000
4	Project Representation	Hourly	\$23,000
	TOTAL		\$73,000

Reimbursable expenses such as deliveries, printing, out-of-town travel, are invoiced at cost plus 10%. Applicable sales tax will be added to fees subject to sales tax. Invoices will be mailed monthly and payable upon receipt. Failure to make payment within 30 days will result in an interest charge equal to 18 percent per annum. Hourly fees will be 2.5 times the direct personnel expense.

Revisions due to changes by the client or changes in the Scope of Services will be considered additional services. Any additional services will be covered under a separate written proposal prior to proceeding.

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 Streamline Advisory Partners, LLC, a Texas limited liability company (hereinafter referred to as the “*Developer*”),

W I T N E 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 a proposed affordable multifamily development to be known as The Arboretum at Woodland Hills (“*Project*”) located on 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 15.1815 acre tract (the “*Property*”) more particularly described in Exhibit “A” attached hereto, already annexed into the District, and to be 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 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 portion of the Purchase Price payable to the Developer shall be calculated each calendar year until paid in full, 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 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 \$25,000,000;

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. Notwithstanding any other provision herein, all of the District’s payment obligations pursuant to this Agreement, whether payable and unpaid or not yet payable, are hereby terminated immediately and null and void upon the conveyance of the Property, in whole or in part, to a non-taxable entity without the prior written agreement of the District allowing such conveyance to any entity not required under law to pay annual ad valorem taxes to the District on any portion of the Property.

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 portion of the Purchase Price payable to the Developer each year, as set forth in *Section 2.02*, is not paid by April 30 of the year such payment was due,

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 or pandemics; 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:

Streamline Advisory Partners, LLC
401 E. Sonterra Blvd., Suite 170
San Antonio, TX 78258

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.

* * *

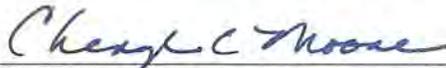
This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one main instrument.

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

Streamline Advisory Partners, LLC, a Texas limited liability company

By: _____
Title: _____

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: _____ Streamline Advisory Partners, LLC

By: _____
President

Date of Public Bidding: _____ Contract Date: _____

Contract Amount:

Contractor:

District Engineer

By: _____

TEXAS GROUNDWORKS MANAGEMENT INC.
P.O. Box 431713
Houston, TX 77243
14906 FM 529
Suite 201-202
Houston, TX 77095

281-642-5296 | Cell
281-345-1654 | Tel
281-345-1678 | Fax
Info@TexasGroundWorks.com
TexasGroundWorks.com

LANDSCAPE PROPOSAL

Date: 02/20/2024

Location: 5003 Atascocita Road

It is advised that appropriate landscaping be placed around the MUD meeting room area as part of this supplementary concept. The plan calls for a variety of plants chosen to improve the surrounding area's beauty. This consists of an assortment of plants, like sky pencils, that have been thoughtfully positioned to create vertical interest and balance the symmetry. At the further end of the space, there will also be two planters to designate the entrance of the ramp. The main entrance will be adorned with seasonal flowers to improve its aesthetics and deter parking in this area.

In addition, the plan calls for the planting of bugambilias, which will entwine to form a green wall along the left side. Every planter will have its own irrigation system that is managed by a battery-operated valve. The goal of this concept is to make the MUD offices' external appearance more appealing.

Please note that the cost of installing irrigation is determined by a 20-foot radius surrounding the building. Any departure from this rule could lead to higher irrigation costs.





LANDSCAPE MATERIAL				
DESCRIPTION	QUANTITY	UOM	PRICE	AMOUNT
SKY PENCIL	6	15 GAL	\$ 150.00	\$ 900.00
BOUGAINVILLEA	4	5 GAL	\$ 73.20	\$ 292.80
FLOWERPOT	10	UNID	\$ 280.00	\$ 2,800.00
SEASONAL FLOWER	3	FLATS	\$ 30.00	\$ 90.00
MGP 72 IN H X 24 IN WILLOW FLAT TOP FULL TRELLIS	3	UNID	\$ 48.80	\$ 146.40

SUBTOTAL	\$ 4,229.20
MISCELLANEOUS	\$ 845.84
DELIVERY	\$ 126.88
TOTAL FOR PLANTS	\$ 5,201.92

SOIL			
MATERIAL	FEET2	TOTAL FEET2	FEET THICKNESS
SOIL	1000	1000	0.08

TOTAL SOIL FEET3	TOTAL SOIL YARD3	PRICE	SUB TOTAL
80	2.962962963	\$ 36.00	\$ 106.67

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Texas Groundworks Management, Inc. •14906 FM 529 Road • Houston, TX 77095

Office: (346)432-3214 • www.texasgroundworks.com

DELIVERY	\$	80.00
TOTAL SOIL	\$	186.67

IRRIGATION				
DESCRIPTION	QUANTITY	UOM	PRICE	AMOUNT
PIPE PVC 200 3/4"	200	LF	\$ 0.42	\$ 84.00
VALVE 1"	1	EA	\$ 180.00	\$ 180.00
DRIP LINE	1	EA	\$ 0.42	\$ 0.42
BATTERY CONTROL	1	EA	\$ 156.00	\$ 156.00

SUBTOTAL	\$	420.42
MISCELLANEOUS	\$	16.82
DELIVERY	\$	12.61

TOTAL FOR IRRIGATION	\$	449.85
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CREW		
STAFF	HOURS	HOURLY
4	9	\$ 40.00

TOTAL	\$	1,440.00
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TOTAL	\$	1,440.00
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TOTA FOR LABOR	\$	1,440.00
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SUBTOTAL	\$	7,278.43
OVERHEAD	\$	363.92

TOTAL FINAL	\$	7,642.35
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Office: (346)432-3214 • www.texasgroundworks.com

Notes and Exclusions:

1. Due invoices can be charged with an extra percentage of the existing invoice.
2. Only what is listed in this proposal is included.
3. The price it can be subject a future change
4. Our hours of operation are from 7 am to 5 pm. In case work needs to be done after or before these hours or Holidays/OT/NIGHT/WEEKEND/ we will apply an extra fee for the opera

Warranty does not include damage caused by acts of nature or accidents not related to work performed by Texas Groundworks Management Inc.

Upon job completion invoice payment terms Net 30.

Please Sign and email back if this is approved:

Signature: _____

Date: _____



TEXAS GROUNDWORKS MANAGEMENT INC.
P.O. Box 431713
Houston, TX 77243
14906 FM 529
Suite 201-202
Houston, TX 77095

281-642-5296 | Cell
281-345-1654 | Tel
281-345-1678 | Fax
Info@TexasGroundWorks.com
TexasGroundWorks.com

Landscape Proposal

Date: 02/20/2024

Location: 5003 Atascocita Road Humble, TX 77346

Our initial proposal aims to enhance the signage at the main MUD access of Atascocita by implementing a strategic landscaping solution. To delineate the intervention area effectively, we propose installing a bull rock bed, contained by a steel edge and maintained with a weed barrier to ensure its cleanliness. This bed will not only serve as a visual marker but also accommodate large boulders arranged organically to complement the landscape. Additionally, we intend to introduce a variety of xeric plants that require minimal maintenance and are not reliant on irrigation thereby ensuring cost-effectiveness and compatibility with vehicular access. By implementing this approach, we aim to achieve an aesthetically pleasing and sustainable solution that aligns with the community maintenance objectives.

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Office: (346)432-3214 • www.texasgroundworks.com



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Office: (346)432-3214 • www.texasgroundworks.com

LANDSCAPE MATERIAL

DESCRIPTION	QUANTITY	UOM	PRICE	AMOUNT
SOFT LEAF YUCCA	2	5 GAL	\$ 38.34	\$ 76.68
AMERICAN CENTURY PLANT	3	5 GAL	\$ 62.34	\$ 187.02
VARIGATE AMERICAN CENTURY PLANT	3	15 GAL	\$ 234.00	\$ 702.00
RED YUCCA	4	5 GAL	\$ 32.34	\$ 129.36

LARGE MOSS ROCK 3000 LB	PALETS	PRICE
6	1	\$ 350.74

SUB TOTAL	
\$	350.74

SUBTOTAL	\$ 1,445.80
MISCELLANEOUS	\$ 289.16
DELIVERY	\$ 43.37

TOTAL FOR PLANTS	\$ 1,778.33
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BULL ROCK

MATERIAL	QTY	UOM	PRICE	TOTAL
WEBB BARRIER 3 X 250	1	UNIT	\$ 25.00	\$ 25.00

TOTAL	\$ 25.00
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MATERIAL	FEET2	TOTAL FEE2	FEED THICKNESS
BULL ROCK	60	60	0.333

TOTAL BUL LROCK FEET3	TOTAL BULL ROCK YARD3	PRICE
19.98	0.74	\$ 103.00

SUBTOTAL	
\$	76.22

DELIVERY	\$ 7.62
TOTAL	\$ 83.84

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Office: (346)432-3214• www.texasgroundworks.com

STAFF	HOURS	CREW	
		HOURLY	
2	10	\$	40.00

TOTAL	
\$	800.00

TOTAL	\$	800.00
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TOTAL FOR LABOR	\$	883.84
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SUBTOTAL	\$	2,746.02
OVERHEAD	\$	137.30

TOTAL FINAL	\$	2,883.32
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Notes and Exclusions:

1. Due invoices can be charged with an extra percentage of the existing invoice.
2. Only what is listed in this proposal is included.
3. The price it can be subject a future change
4. Our hours of operation are from 7 am to 5 pm. In case work needs to be done after or before these hours or Holidays/OT/NIGHT/WEEKEND/ we will apply an extra fee for the opera

Warranty does not include damage caused by acts of nature or accidents not related to work performed by Texas Groundworks Management Inc.

Upon job completion invoice payment terms Net 30.

Please Sign and email back if this is approved:

Signature: _____

Date: _____

LI 13662- Irrigation in Texas is regulated by the TCEQ •Backflow Inspector #9148 •Drain layer #90003

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