

MINUTES OF BOARD OF DIRECTORS MEETING  
JULY 16, 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 July 16, 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 Sergeant Torres of Harris County Precinct 4 Constable’s Office; Mr. Chris Davey 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. Chris Meinhardt of BGE, Inc. (“BGE”), engineers for the District; Mr. Clint Gehrke of Water Waste Water Management Services, Inc. (“WWWMS”), operators 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 June 18, 2024, previously distributed to the Board. Upon motion by Director Moore, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the minutes of the meeting held on June 18, 2024, as presented.
3. **Security Report.** President Parker recognized Sergeant Torres, who reviewed the Security Report for the month of June 2024, a copy of which is attached hereto as *Exhibit B*.  
  
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 Security Report.
4. **Discuss Director resignation.** Director Frank informed the Board that her move has been delayed and will continue to serve on the Board.
5. **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 June 18, 2024 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit C*. Mr. Gehrke reported that 91.08% of the water pumped was billed for the period June 1, 2024 through June 31, 2024. He

reviewed the maintenance and repair projects for the month.

Mr. Gehrke provided an update on Hurricane Beryl. He stated that all facilities lost power and all generators were in operation for several days. He proposed that the Board consider delaying terminations. Upon motion by Director Frank, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to delay terminations until the next meeting.

Mr. Gehrke reported on Lift Station No. 1. He reviewed wet well clean out proposals in the amount of \$23,428.

Upon motion by Director Frank, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Operations Report and the wet well clean out proposals for Lift Station No. 1 in the amount of \$23,428.

6. **Discuss Rate Order.** The Board reviewed the Rate Order, a copy of which is attached hereto as *Exhibit D*. President Parker discussed the increasing costs of the Atascocita Joint Operations Board. He proposed increasing the sewer rates by \$4.00.

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 increase sewer rates for all customers by \$4.00, to be effective the next billing cycle.

7. **Tax Collector's Report and authorize payment of certain bills.** President Parker recognized Mr. Davey, who presented to and reviewed with the Board the Tax Assessor and Collector's Report for the month of June 2024, a copy of which is attached hereto as *Exhibit E*.

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

8. **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 F*.

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 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.

9. **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 G*.

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 Barents Drive Lift Station. He stated that the force main and

manholes have been installed and that the concrete forms and rebar for slab around the lift station are in place. He presented Pay Estimate No. 4 in the amount of \$36,153.00 for approval.

Mr. Meinhardt reported on Water Plant No. 2. He stated that the site passed Harris County inspection on June 12, 2024.

Mr. Meinhardt reported on the Wastewater Treatment Plant and stated that BGE is currently researching hard copies of record drawings to help BGE's structural team better assess the belt press building structure.

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 Capital Improvement Plan. He stated that BGE is currently working on the 2025 adopted budget CIP projects.

Mr. Meinhardt reported on Lift Station No. 3 Rehabilitation/Fence Replacement. He reviewed a proposal for two options for the preliminary cost estimate. It was the consensus of the Board to approve option no. 2 in the amount of \$233,250.00.

Mr. Meinhardt reported on Water Plant No. 1 Ground Storage Tank Replacement. He stated that construction plans are approximately 50% complete.

Mr. Meinhardt reported on Water Plant No. 1 Water Well Rehabilitation. He stated that construction plans are approximately 95% complete. He requested the Board's authorization to advertise and bid the project.

Mr. Meinhardt reported on the Woodland Hills Tract. He stated that the Letter of No Objection was sent to the developer's engineer on July 10, 2024.

Upon motion by Director Green, seconded by Director Frank, after full discussion and the question being put to the Board, the Board voted unanimously to accept the Engineer's Report, approve Pay Estimate No. 4 in the amount of \$36,153.00 for Barents Drive Lift Station, approve option no. 2 in the amount of \$233,250.00 for Lift Station No. 3 Fence Replacement and authorize BGE to advertise and bid the Water Plant No. 1 Water Well Rehabilitation.

10. **Ratify Oaks of Atascocita sponsorship.** 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 ratify approval of the sponsorship of \$1,000 as a sponsor and to provide pamphlets for water conservation at the Oaks of Atascocita event.

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

\* \* \*

The above and foregoing minutes were passed and approved by the Board of Directors on August 20, 2024.

  
VP President, Board of Directors

ATTEST:

  
Asst. Secretary, Board of Directors

(DISTRICT SEAL)

## HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

### NOTICE

In accordance with chapter 551, Texas Government Code and Section 49.063, Texas Water Code, both as amended, take notice that the Board of Directors of Harris County Municipal Utility District No. 109 will meet in regular session, open to the public, at **Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346**, at **5:30 p.m. on Tuesday, July 16, 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 June 18, 2024;
3. Report by Harris County Precinct Four Constable and take any necessary action;
4. Discuss Director resignation;
5. Approve Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order;
6. Discuss Rate Order and take appropriate action;
7. Review Tax Collector's Report and authorize payment of certain bills;
8. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
9. 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;
10. Ratify Oaks of Atascocita sponsorship; and such other matters as may properly come before the Board.



  
Norton Rose Fulbright US LLP  
Attorneys for District

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

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.

Exhibit A

**Jane Maher**

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**From:** Russell Lambert < russ@texasnetwork.com >  
**Sent:** Tuesday, July 9, 2024 8:30 PM  
**To:** Jane Maher  
**Cc:** The Texas Network  
**Subject:** RE: 109 & AJOB July 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>

Russell Lambert  
[russ@texasnetwork.com](mailto:russ@texasnetwork.com)

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**From:** Jane Maher <jane.maher@nortonrosefulbright.com>  
**Sent:** Tuesday, July 9, 2024 3:33 PM  
**To:** Russell Lambert < russ@texasnetwork.com >  
**Cc:** The Texas Network <support@texasnetwork.com>  
**Subject:** 109 & AJOB July Postings

Hi Russ,

Hope you are safe and cool! 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  
1550 Lamar Street, Suite 2000, Houston, Texas 77010-4106, United States  
Tel +1 713 651 5589 | Fax +1 713 651 5246  
[jane.maher@nortonrosefulbright.com](mailto:jane.maher@nortonrosefulbright.com)

## **NORTON ROSE FULBRIGHT**

*Law around the world*  
[nortonrosefulbright.com](http://nortonrosefulbright.com)

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CERTIFICATE OF POSTING NOTICE  
OF MEETING OF BOARD OF DIRECTORS

THE STATE OF TEXAS

§

COUNTY OF HARRIS

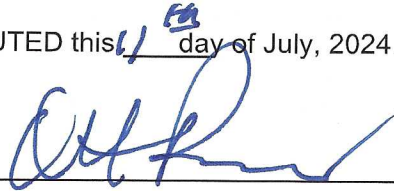
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HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

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I hereby certify that on July 11, 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 11<sup>th</sup> day of July, 2024.





# HARRIS COUNTY CONSTABLE, PRECINCT 4

## CONSTABLE MARK HERMAN

*"Proudly Serving the Citizens of Precinct 4"*

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

Monthly Contract Stats

## HARRIS CO MUNICIPAL UTILITY DIST #109

For June 2024

### Categories

Burglary Habitation: 0	Burglary Vehicle: 4	Theft Habitation: 0
Theft Vehicle: 2	Theft Other: 2	Robbery: 0
Assault: 1	Sexual Assault: 0	Criminal Mischief: 4
Disturbance Family: 6	Disturbance Juvenile: 1	Disturbance Other: 6
Alarms: 15	Suspicious Vehicles: 17	Suspicious Persons: 13
Runaways: 0	Phone Harrassment: 0	Other Calls: 686

### 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	30	8	9	0	1	13	0	1	895	18
H68	46	26	14	0	2	4	0	4	487	16
H69	48	15	8	0	0	21	0	0	868	20
TOTAL	124	49	31	0	3	38	0	5	2250	54

### Summary of Events

#### Alarms:

Deputies responded to 15 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.

#### Burglary Motor Vehicle:

5000 Steal Meadows Ln. - Deputy responded to a burglary motor vehicle. Investigation revealed an unknown suspect forced entry into the complainant's vehicle, stole property and fled undetected.

4900 Jasmine Meadows Ln- Deputy responded to a burglary motor vehicle. Investigation revealed unknown suspect(s) forced entry into the complainant's vehicle, stole property and fled undetected.

5300 FM 1960 Rd. E. - Deputy responded to a burglary motor vehicle. Investigation revealed an unknown suspect forced entry into the complainant's vehicle, stole property and fled undetected.

5300 Enchanted Mist Dr – Deputy responded to a BMV. Unknown suspect(s) unlawfully entered the complainant's unlocked vehicle, stole items, and fled undetected.

#### Stolen Vehicle:

4500 FM 1960 Rd E- Deputy responded to a stolen vehicle. Investigation revealed a known suspect rented a vehicle and never returned it.

19800 Misty Pines Dr- Deputy responded to a stolen vehicle. Investigation revealed unknown suspect(s) stole complainant's vehicle.

#### Theft Other:

5600 Timbers Trail Dr – Deputies were dispatched to a theft type call. An investigation revealed that property was stolen by an unknown suspect.

20000 Dawn Mist Dr- Deputy responded to a theft other. Investigation revealed unknown suspect(s) stole property from yard and fled undetected.

#### Assault:

5200 Green Timbers Dr – Deputy responded to an assault. Unknown suspect punched the complainant. No charges filed.

#### Criminal Mischief:

5000 Jasmine Meadows Ln- Deputy responded to a criminal mischief. Investigation revealed unknown suspect(s) broke passenger window and fled undetected.

5600 FM 19660 Rd E- Deputy responded to a criminal mischief. Investigation revealed unknown suspect(s) caused damage to the tires on vehicle, and fled undetected.

5400 Green Timbers Dr – Deputies were dispatched to a criminal mischief type call. An investigation revealed that property was damaged by an unknown subject.

5900 Gnarled Oaks Ct - Deputies were dispatched to a criminal mischief type call. An investigation revealed that property was damaged by a subject who was later identified and issued citations for the act.

#### Family Disturbance:

6100 Baileys Town Ct – Deputies were dispatched to a family disturbance call. Family members engaged in an altercation. No charges filed.

6100 Baileys Town Ct – Deputies were dispatched to a family disturbance call. Family members engaged in an altercation. The suspect was arrested.

19700 Burle Oaks Ct – Deputies were dispatched to a family disturbance call. Family members engaged in an altercation. The suspect was arrested.

19400 Forest Timbers Ct – Deputies were dispatched to a family disturbance call. Family members engaged in an altercation. No charges filed.

19400 Forest Timbers Ct - Deputies were dispatched to a family disturbance call. Family members engaged in an altercation. No charges filed.

5400 Fawn Trail Ln- Deputy responded to a family disturbance. Investigation revealed family members engaged in an altercation. No charges were filed.

#### Suspicious Vehicles:

Contract patrol deputies responded to 17 suspicious vehicles within the community. All these scenes were utilized to gather intelligence and were all cleared without incident after thorough investigations

#### Suspicious Persons:

Contract Patrol deputies responded to 13 suspicious person calls within the community. All these scenes were utilized to gather intelligence and were all cleared without incident after thorough investigations.

#### Other:

19100 Moon Trail Dr- Deputy responded to a disturbance call. Two subjects had an altercation. No charges filed.

19200 Lakeshire St- Deputy responded to a disturbance other. Two subjects had an altercation. No charges filed.

20000 River Brook Dr- Deputy responded to a juvenile disturbance. Investigation revealed juveniles engaged in an altercation. Citations were given to all involved.

5500 Deer Timbers Trl- Deputy responded to a meet the citizen. Subject wanted a report regarding a civil matter.

5600 FM 1960 Rd E- Deputy Responded to a found property call. Investigation revealed property was found. An owner was located and property returned.

5400 Quail Tree Ln- Deputy responded to drug possession. Investigation revealed control substances was found on person. Charges were accepted.

5500 Fawn Trail Ln- Deputy responded to drug OD possession. Investigation revealed control substance was found on person. Charges pending.

20000 Faye Oaks Dr- Deputy responded to evading. Investigation revealed male suspect fled on foot, suspect was located, and charges filed. A second suspect interfered with the capture, and was also arrested.

19900 Bambiwoods Dr- Deputy responded to discharge firearms. Investigation revealed unknown suspect(s) discharged a firearm.

4400 FM 1960 Rd E- Deputy responded to a meet the citizen. Investigation revealed complainant was involved in accident and wanted report for insurance.

19800 Misty Pines Dr- Deputy responded to a warrant service. Investigation revealed known suspect had an open warrant and was arrested.

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

5400 FM 1960 Rd E – Deputy responded to a burglary in progress. 5 juveniles were captured and arrested.

19500 Forest Fern Dr – Deputies were dispatched to an FSGI type call. An investigation revealed that a parked vehicle was struck by an unknown vehicle that failed to stop and give information.

19700 Oak Green Ct – Deputies were dispatched to a Mental Health type call. An investigation revealed that a consumer was in crisis. The consumer was transported to a facility for treatment without incident.

19300 Forest Fern Ct – Deputies were dispatched to a trespassing call. A subject refused to leave the complainant's property. A report was completed.

19700 Caroling Oaks Ct – Deputies located an abandoned vehicle and towed it from the roadway.

19500 Leaning Timbers Dr - Deputy responded to a Fraudulent use of ID. An unknown suspect used the complainant's information to open an account.

**WWWMS, INC.**  
**HARRIS COUNTY MUD # 109**  
**OPERATIONS REPORT**  
**Tuesday, July 16, 2024**

**BILLING AND COLLECTION RECAP:**

**DEPOSITED IN YOUR ACCOUNT LAST MONTH:**

Period Ending:	Jun-24
Deposit:	\$ 3,150.00
Penalty:	\$ 4,080.58
Water:	\$ 56,807.88
Sewer:	\$ 51,024.36
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 6,404.76
NHCRWA:	\$ 79,372.03
Reconnect:	\$ -
NSF Fee:	\$ 182.70
<b>Total Collections:</b>	<b>\$ 201,823.31</b>

**CURRENT BILLING:**

Period Ending:	Jul-24
Deposit:	\$ -
Penalty:	\$ 4,732.60
Water:	\$ 46,641.25
Sewer:	\$ 52,574.22
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 6,210.00
NHCRWA:	\$ 82,717.09
<b>Total Billing:</b>	<b>\$ 193,676.16</b>

**CUSTOMER AGED RECEIVABLES:**

30 Day	23%	\$ 44,145.38
60 Day	5%	\$ 9,528.12
90 Day	1%	\$ 1,183.14
120 Day	7%	\$ 13,305.96
Overpayments		\$ (10,870.70)
<b>Total Receivables:</b>		<b>\$ 57,291.90</b>

**HGCSO PERIOD: 6/1/24 THRU 6/30/24**

**Period 6/1/24 thru 5/31/25**

**MONTHLY TOTAL**

Gallons Authorized:	450.000	MG
Current Month Produced:	25.548	MG
Cum. Gallons Produced:	25.548	MG
Auth. Gallons Remaining:	424.452	MG
Avg. Gallons Per Month:	25.548	MG
Permit Months Remaining:	11	

**WATER PLANT OPERATIONS:**

**Period: 5/1/2024 thru 5/31/2024**

**MONTHLY TOTAL**

Production:	24.469	MG
Amount Purchased:	0.000	MG
Total Amount:	24.469	MG
Consumption: (Billed)	21.486	MG
46 I/C	0.000	MG
Maint. / Leaks / Flushing	0.000	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	22.286	MG
Daily Average Production:	0.816	MG
Percent Accounted For:	91.08%	

**NEW METER INSTALLATIONS:**

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

**CONNECTION COUNT:**

Residential:	2990
Commercial:	108
Clubs/Schools:	1
Irrigation:	19
Vacant:	37
Builders:	22
Vacation:	0
No Bill:	6
	3183
New Finals and Transfers	-21
	<b>3162</b>

**ACCOUNTS SENT TO COLLECTIONS:**

Total of (0)

## HARRIS COUNTY MUD #109

### ACTIVITY REPORT

July 16, 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 June 2024
- D.) Billing / Recap Summary Report

Item 2: Hurricane Beryl

- A.) All facilities lost power, all generators were in operation for several days. Monitor generators and add oil to generator as necessary.

Item 3: Lift Station #1

- A.) Hurricane damaged hardi-plank fence, install temporary orange construction fencing.
- B.) Generator running continuously during week of the hurricane.
- C.) Lift Station wet well clean out proposal  
LSEC, LLC Wastewater System Services (See attached estimates)  
L/S # 1: \$15,392.00  
L/S # 2: \$2,184.00  
L/S # 3: \$1,513.00  
L/S # 4: \$1,413.00  
L/S # 5: \$1,513.00  
L/S # 6: \$1,413.00
- D.) STP Service has a rebuilt submersible pump for \$10,000.00 for a back up spare pump.  
Estimate cost to replace a pump is estimated to be \$60,000.00.

Item 4: FM 1960 Intersection Timber Forest Dr. next to Dry Cleaning establishment

- A.) Third Coast Services LLC, Michael Hernandez 832-334-6126  
Their crew bored through 12-inch C900 water main line on 7-3-2024.  
Completed water line replacement on 7-4-2024.  
Call Ram Rod Utilities to break out concrete to replace 21 ft. of C900 12-inch water main line.  
Repair Cost: \$24,032.32                      *Does not include WWWMS cost.*
- B.) Atasca Oaks / Kelly Mill                      7/3/2024  
Second water main line break caused by road bore also.  
Bright Speed phone provider contractor bored through water main line.

Item 5: Cut off Report / Status on Arrears Account

- A.) Door hangers:              7/15/2024  
Due Date:                      7/8/2024  
Cut offs:                        7/18/2024

**NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY**  
**Groundwater and/or Surface Water Reporting and Billing Form - 2024**

\*\*\*Report filed online\*\*\* <http://opr.s.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
June 01-30, 2024	\$3.60 groundwater \$4.05 surface water	August 18, 2024

*Gallons of Groundwater Pumped for Billing Period*

	Start Meter Reading	End Meter Reading	Total
Well #2083	665,916 x1000	689,515 x1000	23,599,000
Well #4448	518,057 x1000	519,362 x1000	1,305,000
Adjustment			0

*Water imported from outside NHCRWA*

Imported water	Source:		
Meter reading:	x	x	0

*Miscellaneous water (not billed)*

Other entity	Water Type	Direction	Amount
	Groundwater	Out	

1	Enter total gallons of groundwater pumped and/or imported	24,904,000
2	Divide by 1000	24,904
3	Total groundwater fee due (multiply line 2 x \$3.60)	\$89,654.40
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	\$77,393.15

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: July 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 MUD 109

JANUARY 2024 THROUGH DECEMBER 2024 ANNUAL RECAP COLLECTIONS REPORT

	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024
COLLECTIONS:												
WATER PAYMENTS	\$ 48,220.77	\$ 46,390.88	\$ 46,038.08	\$ 48,105.74	\$ 52,836.16	\$ 56,807.88						\$ 298,399.51
SEWER PAYMENTS	\$ 50,106.94	\$ 50,686.47	\$ 48,148.10	\$ 48,662.59	\$ 50,364.73	\$ 51,024.36						\$ 298,993.19
PENALTY PAYMENTS	\$ 4,302.87	\$ 4,065.56	\$ 3,021.76	\$ 3,356.81	\$ 3,699.30	\$ 4,080.58						\$ 22,526.88
CHCRWA	\$ 65,613.86	\$ 63,476.63	\$ 58,626.31	\$ 69,223.57	\$ 77,446.01	\$ 79,372.03						\$ 413,760.53
RECONNECT FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
MISCELLANEOUS	\$ 4,737.09	\$ 7,858.98	\$ 5,112.80	\$ 6,739.15	\$ 5,349.31	\$ 6,404.76						\$ 36,202.09
DEPOSIT	\$ 3,700.00	\$ 50.00	\$ 7,550.00	\$ 4,375.00	\$ 3,819.37	\$ 3,150.00						\$ 22,644.37
NSF FEES	\$ 210.00	\$ 508.36	\$ -	\$ 245.00	\$ 140.00	\$ 182.70						\$ 1,286.06
INSPECTION FEES	\$ 801.00	\$ 721.00	\$ 867.65	\$ 854.35	\$ 881.00	\$ 801.00						\$ 4,726.00
TOTAL DEPOSIT	\$ 177,692.65	\$ 173,759.88	\$ 169,384.70	\$ 181,562.21	\$ 194,335.88	\$ 201,823.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,098,538.63
ARREARS BREAKDOWN												
30 DAYS	\$ 39,439.48	\$ 42,184.37	\$ 37,054.69	\$ 40,038.76	\$ 44,755.42	\$ 44,145.38						\$ 247,618.12
60 DAYS	\$ 13,667.74	\$ 10,694.33	\$ 13,733.32	\$ 11,903.88	\$ 11,572.09	\$ 9,528.12						\$ 71,099.48
90 DAYS	\$ 2,568.64	\$ 2,218.34	\$ 2,322.50	\$ 1,969.20	\$ 1,644.82	\$ 1,183.14						\$ 11,906.64
120 DAYS	\$ 9,572.28	\$ 9,683.48	\$ 11,338.05	\$ 11,458.81	\$ 13,052.79	\$ 13,305.95						\$ 68,411.37
OVER PAYMENTS	\$ (8,714.37)	\$ (8,671.06)	\$ (8,554.24)	\$ (8,759.86)	\$ (8,345.14)	\$ (10,870.70)						\$ (53,915.37)
TOTAL ARREARS	\$ 56,533.77	\$ 56,109.46	\$ 55,894.32	\$ 56,610.81	\$ 62,679.98	\$ 57,291.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 345,120.24

# Proposal

**Customer**  
**WWWMS, Inc.**  
**Project Name**  
**HC MUD 109 LS 1 Bottom Clean**  
**LSEC, LLC**  
P.O. Box 555  
Tomball, TX 77377-055

**Customer Contact**  
**Paul Villarreal**  
**Quote #**  
24062002-P-SK  
**Date**  
6/20/2024



Description	Unit	Quantity	Price	Extension
Vactor unit(s) - with technicians - 4	hr	32.00	\$205.00	\$6,560.00
Support labor, including plugs and confined space	mhr	56.00	\$72.00	\$4,032.00
Disposal fees	gal	9,600.00	\$0.50	\$4,800.00
				\$0.00
				\$0.00

Subtotal \$15,392.00  
Adjustments

**Total \$15,392.00**

## Notes

ABOVE PRICING INCLUDES ALL VACUUM TRUCKS, EQUIPMENT, SUPPORT HELP, SUPERVISORY PERSONNEL AND HAUL-OFF OF MATERIAL PRICING IS BASED ON PROPOSED ESTIMATED QUANTITIES.

PROPOSAL BASED ON VISUAL INSPECTION, FINAL BILL TO BE BASED ON ACTUAL TIME AND MATERIAL AT ABOVE UNIT PRICES

ALL INVOICES SUBJECT TO A 4% FUEL SURCHARGE

Items are not LSEC's responsibility to reinstall or repair if damaged by unforeseeable events including, but not limited to an Act of God.

Pricing valid for 30 days from proposal date.

**DBE Certification Number: 219098919**

**HUB Certification: 1364655186400 SBE, MBE, WBE, HBE Certification: 218108919**

If you have any questions concerning this proposal, please contact shelley@lsectx.com

Please mail all formalities to P.O. Box 555 Tomball, TX 77377-055

Thank you for your business!

# Proposal

**Customer**

WWWMS, Inc.

**Project Name**

HC MUD 109 LS / Bottom Clean

**LSEC, LLC**

P.O. Box 555

Tomball, TX 77377-055

**Customer Contact**

Paul Villarreal

**Quote #**

24062003-P-SK

**Date**

6/20/2024



WASTEWATER  
SYSTEM SERVICES  
281-975-2376

Description	Unit	Quantity	Price	Extension
Vactor unit with technician	hr	4.00	\$205.00	\$820.00
Support labor, including plugs and confined space	mhr	12.00	\$72.00	\$864.00
Disposal fees	gal	1,000.00	\$0.50	\$500.00
				\$0.00
				\$0.00

Subtotal

**\$2,184.00**

Adjustments

**Total****\$2,184.00****Notes**

ABOVE PRICING INCLUDES ALL VACUUM TRUCKS, EQUIPMENT, SUPPORT HELP, SUPERVISORY PERSONNEL AND HAUL-OFF OF MATERIAL PRICING IS BASED ON PROPOSED ESTIMATED QUANTITIES.

PROPOSAL BASED ON VISUAL INSPECTION, FINAL BILL TO BE BASED ON ACTUAL TIME AND MATERIAL AT ABOVE UNIT PRICES

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Thank you for your business!

# Proposal

**Customer**

WWWMS, Inc.

**Project Name**

HC MUD 109 LS 3 Bottom Clean

**LSEC, LLC**

P.O. Box 555

Tomball, TX 77377-055

**Customer Contact**

Paul Villarreal

**Quote #**

24062004-P-SK

**Date**

6/20/2024



Description	Unit	Quantity	Price	Extension
Vactor unit with technician	hr	3.00	\$205.00	\$615.00
Support labor, including plugs and confined space	mhr	9.00	\$72.00	\$648.00
Disposal fees	gai	500.00	\$0.50	\$250.00
				\$0.00
				\$0.00

Subtotal **\$1,513.00**

Adjustments

**Total \$1,513.00**

**Notes**

ABOVE PRICING INCLUDES ALL VACUUM TRUCKS, EQUIPMENT, SUPPORT HELP, SUPERVISORY PERSONNEL AND HAUL-OFF OF MATERIAL PRICING IS BASED ON PROPOSED ESTIMATED QUANTITIES.

PROPOSAL BASED ON VISUAL INSPECTION, FINAL BILL TO BE BASED ON ACTUAL TIME AND MATERIAL AT ABOVE UNIT PRICES

ALL INVOICES SUBJECT TO A 4% FUEL SURCHARGE

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Please mail all formalities to P.O. Box 555 Tomball, TX 77377-055

Thank you for your business!

# Proposal

**Customer**  
**WWWMS, Inc.**  
**Project Name**  
**HC MUD 109 LS 4 Bottom Clean**  
**LSEC, LLC**  
P.O. Box 555  
Tomball, TX 77377-055

**Customer Contact**  
**Paul Villarreal**  
**Quote #**  
24062004-P-SK  
**Date**  
6/20/2024



Description	Unit	Quantity	Price	Extension
Vactor unit with technician	hr	3.00	\$205.00	\$615.00
Support labor, including plugs and confined space	mhr	9.00	\$72.00	\$648.00
Disposal fees	gal	300.00	\$0.50	\$150.00
				\$0.00
				\$0.00

Subtotal **\$1,413.00**  
Adjustments

**Total \$1,413.00**

## Notes

ABOVE PRICING INCLUDES ALL VACUUM TRUCKS, EQUIPMENT, SUPPORT HELP, SUPERVISORY PERSONNEL AND HAUL-OFF OF MATERIAL PRICING IS BASED ON PROPOSED ESTIMATED QUANTITIES.

PROPOSAL BASED ON VISUAL INSPECTION, FINAL BILL TO BE BASED ON ACTUAL TIME AND MATERIAL AT ABOVE UNIT PRICES

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If you have any questions concerning this proposal, please contact [shelley@lsectx.com](mailto:shelley@lsectx.com)

Please mail all formalities to P.O. Box 555 Tomball, TX 77377-055

Thank you for your business!

# Proposal

**Customer**  
**WWWMS, Inc.**  
**Project Name**  
**HC MUD 109 LS 5 Bottom Clean**  
**LSEC, LLC**  
P.O. Box 555  
Tomball, TX 77377-055

**Customer Contact**  
**Paul Villarreal**  
**Quote #**  
24062005-P-SK  
**Date**  
6/20/2024



Description	Unit	Quantity	Price	Extension
Vactor unit with technician	hr	3.00	\$205.00	\$615.00
Support labor, including plugs and confined space	mhr	9.00	\$72.00	\$648.00
Disposal fees	gal	500.00	\$0.50	\$250.00
				\$0.00
				\$0.00

Subtotal	\$1,513.00
Adjustments	
<b>Total</b>	<b>\$1,513.00</b>

## Notes

ABOVE PRICING INCLUDES ALL VACUUM TRUCKS, EQUIPMENT, SUPPORT HELP, SUPERVISORY PERSONNEL AND HAUL-OFF OF MATERIAL PRICING IS BASED ON PROPOSED ESTIMATED QUANTITIES.

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If you have any questions concerning this proposal, please contact [shelley@lsectx.com](mailto:shelley@lsectx.com)

Please mail all formalities to P.O. Box 555 Tomball, TX 77377-055

Thank you for your business!

# Proposal

**Customer**  
WWWMS, Inc.  
**Project Name**  
HC MUD 109 LS 6 Bottom Clean  
**LSEC, LLC**  
P.O. Box 555  
Tomball, TX 77377-055

**Customer Contact**  
Paul Villarreal  
**Quote #**  
24062006-P-SK  
**Date**  
6/20/2024



Description	Unit	Quantity	Price	Extension
Vactor unit with technician	hr	3.00	\$205.00	\$615.00
Support labor, including plugs and confined space	mhr	9.00	\$72.00	\$648.00
Disposal fees	gal	300.00	\$0.50	\$150.00
				\$0.00
				\$0.00

Subtotal **\$1,413.00**

Adjustments

**Total \$1,413.00**

## Notes

ABOVE PRICING INCLUDES ALL VACUUM TRUCKS, EQUIPMENT, SUPPORT HELP, SUPERVISORY PERSONNEL AND HAUL-OFF OF MATERIAL PRICING IS BASED ON PROPOSED ESTIMATED QUANTITIES.

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If you have any questions concerning this proposal, please contact [shelley@lsectx.com](mailto:shelley@lsectx.com)

Please mail all formalities to P.O. Box 555 Tomball, TX 77377-055

Thank you for your business!

# HARRIS COUNTY MUD #109

FM 1960 EAST / TIMBER FOREST DRIVE INTERSECTION

July 3<sup>rd</sup>, 2024



# Ram Rod Utilities, LLC

26119 Interstate 45 N. STE #215  
Spring, TX 77380  
832-418-7951

## Invoice # 216

Date: 7/12/2024

To : WWWMS,Inc

Location: Timber Forest Dr (12-inch Water Main Break)

Net 30

Item No.	UNIT	Item Description	QTY	Unit Price	Total
1	LS	After-Hour /Holiday Emergency Mobilization	1	\$ 8,500.00	\$ 8,500.00
2	LS	Exploratory Work to locate broken water main	1	\$ 1,850.00	\$ 1,850.00
3	LS	Breaking of existing 12-inch Concrete & Removal to include Saw Cutting	1	\$ 3,600.00	\$ 3,600.00
4	EA	12-inch Water Main Point Repair up to 6' LF in length	1	\$ 7,100.00	\$ 7,100.00
5	LF	Additional Length on 12-inch Point Repair	21	\$ 98.00	\$ 2,058.00
6	LS	4% Fuel SurCharge	1	\$ 924.32	\$ 924.32
					\$ -
					\$ -
Subtotal					\$ 24,032.32
Tax Rate					0%
Total Cost					\$ 24,032.32

If you have any questions concerning this quote, use of the following contact information:

Daniel Hernandez, (832) 418-7951, [Daniel@ramrodutilities.com](mailto:Daniel@ramrodutilities.com)

Thank you for your business!

CERTIFICATE FOR  
ORDER AMENDING CONSOLIDATED RATE ORDER

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

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

1. The Board convened in regular session, open to the public, at the Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346, at 5:30 p.m. on January 23, 2024, whereupon the roll was called of the members of the Board, to-wit:

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

All members of the Board were present, except \_\_\_\_\_, thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting:

ORDER AMENDING CONSOLIDATED RATE ORDER

was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following votes:

AYES: 5                      NOES: 0

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

SIGNED AND SEALED January 23, 2024.

HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 109



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

ATTEST



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

(DISTRICT SEAL)



ORDER AMENDING CONSOLIDATED RATE ORDER

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

§  
§  
§

WHEREAS, the Board of Directors (the “Board”) of Harris County Municipal Utility District No. 109 (the “District”) has previously adopted rates, fees, rules, regulations, and policies with respect to the District’s waterworks and sanitary sewer collection system; and

WHEREAS, from time to time the Board has amended such rates, fees, rules, regulations and policies; and

WHEREAS, the Board deems it appropriate and necessary to amend the rate order, and to restate such order as so amended;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109 THAT:

I. CONNECTIONS AND FEES.

A. Connections Made and Inspected by District Operator; Plans Reviewed by District’s Engineer.

1. Waterworks. All connections to the waterworks of the District shall be made by the District’s operator and shall be metered (except fire line connections). All fireline connections shall be made by the District’s operator and (a) shall be metered or (b) shall have a flow detector (of the type specified by the District’s engineer), or (c) the owner shall install a sprinkler system with a pressure sensitive and activated alarm system. The unmetered fireline shall include a backflow preventer (of the type specified by the District’s engineer) immediately downstream of the fireline tap.

2. Temporary Meters. All temporary connections to the waterworks of the District shall be made by the District’s operator and shall be metered.

3. Sanitary Sewer. All connections to the sanitary sewer system of the District (including the sanitary sewer lines up to the building slab) shall be inspected by the District’s operator. The sanitary sewer line inspection shall be performed prior to back filling. Any line not inspected and not approved must be uncovered to permit such inspection or shall pass such alternate method of inspection as approved by the Board.

4. Storm Sewer. All connections to the storm sewer system of the District shall be made as specified by the District’s engineer and shall be inspected for compliance by the District’s operator.

5. Inspections of unmetered facilities. All underground piping downstream from the water connection for unmetered firelines shall be inspected by the District's operator prior to back filling and shall be pressure tested under the supervision of the District's operator.

6. Engineer's review of plans and specifications. Before any connection, other than a single family residential connection, is made to the District's water, sewer, or drainage system, the person requesting such connection shall submit, at least 14 days prior to applying for a tap into the lines of the District, to the District's engineer for review and approval the water, sanitary sewer, and drainage plans and specifications for the property for which the connection is sought. Such plans shall clearly show the estimated volumes of water or effluent and the proposed points of connection to the District's system. A copy of such approved plans, with the engineer's approval indicated thereon, shall be submitted to the District's operator. Any modification of such plans shall require re-approval by the District's engineer. The District reserves the right to require removal of any connection made in violation of this Section.

7. Plat Requirement. Notwithstanding anything herein to the contrary, the operator shall make no connection to the District's water or sanitary sewer collection system unless either

(a) the tract, parcel, or lot of land to be served by such connection is part of an area covered by a development plat duly approved pursuant to article 974a-3, Texas Revised Civil Statutes, as amended, or pursuant to an ordinance, rule, or regulation relating to such a development plat,

(b) the operator has been presented with or otherwise holds a certificate applicable to such tract, parcel, or lot of land issued by or on behalf of the Planning Commission or City Council of the City of Houston, Texas, under section 4A, article 974a, Texas Revised Civil Statutes, as amended, stating that either a plan, plat, or re-plat of such tract, parcel, or lot either is not required or has been revised and approved by such Commission or Council, or

(c) such tract, parcel, or lot was first connected to such system prior to September 1, 1987.

B. Payment of Fees and Deposit. Any party desiring a connection to the District's waterworks or sanitary sewer or storm sewer system shall complete and file with the District's operator an application therefor in the form attached hereto as Exhibit "A", or such other form as such operator may prescribe from time to time, and shall pay the water tap fee, sanitary sewer inspection fee, storm sewer inspection fee, and fee for engineer's review of plans and specifications, as the case may be, described in Paragraph I.C. hereof and the deposit described in Paragraph I.D. hereof prior to receiving such connection. No connection shall be made until such fees and deposit are paid.

Any party desiring a temporary connection to the District's waterworks system shall file an application with the District's operator and shall pay the installation fee prescribed in

Paragraph I.C. hereof and the deposit prescribed in Paragraph I.D hereof prior to receiving such temporary meter and a flushing valve wrench.

C. Tap and Inspection and Installation Fees. The following tap fees are based on ultimate and full utilization of a given user's tract. The water tap fees shall be assessed based on the plans and specifications as approved by the District's engineers and shall be calculated as follows:

Single-family Residential:

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

Fireline tap fees:	Cost to the District of installing the tap.(
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Sprinkler meter:	Two times the cost to the District of installing the tap.
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All other meters, up to and including two inches:	Three times the cost to the District of installing the tap.
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Other:	Fees for meters other than those described above shall be determined by the Board on an individual basis, but in no event more than three times the cost to the District.
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The sanitary sewer inspection fee shall be \$175 per inspection for residential connections and cost plus 15% per inspection for commercial connections. For each inspection that results in a rejection of the line inspected, an additional fee of \$25 will be assessed.

The commercial sewer line inspection fee shall be cost to the District times two.

The storm sewer inspection fee shall be cost to the District of all necessary inspections plus \$250.

Each builder shall be charged \$30.00 for a pre-construction lot inspection and \$30.00 for each post-construction lot inspection or re-inspection. Builders shall also be charged \$150.00 for customer service inspections in accordance with Section III (B).

The fee charged for the engineer's review of plans and specifications shall be \$500 plus \$50 per acre or any part thereof in the parcel served.

The installation fee for a temporary connection shall be \$50.00.

D. Deposit. Each person, other than a home builder who complies with the provisions of paragraph E below, requesting a water or sanitary sewer or storm sewer connection or a temporary connection shall establish with the District a deposit conditioned upon compliance with this Order and the District's Rules and Regulations adopted by this Order and payment in full of any damage to the District's waterworks, sanitary sewer, and storm sewer system caused by and water and sewer service charges assessed against such person. For permanent connections, such deposit shall be returned after the sanitary sewer and/or storm sewer service lines have been inspected and connected to the District's sanitary sewer and/or storm sewer system. For temporary connections, such deposit shall be returned (less amounts owed the District) after the operator has removed the meter, on request of the owner. The amount of each such deposit shall be computed in accordance with the following schedule:

<u>Meter Size (Inches)</u>	<u>Deposit</u>
Temporary Meters	\$ 750.00
2 and smaller	\$ 1,000.00
3	\$ 1,600.00
4	\$ 2,500.00
6	\$ 3,500.00
8 and over	\$ 4,000.00

## II. REQUIREMENTS OF HOMEBUILDERS

A. Builder Deposit. Each builder of homes within the District shall establish a deposit of \$500 with the District, which deposit shall be refunded without interest to each builder at the completion of the builder's homebuilding program within the District except to the extent such deposit has been applied as provided in Paragraph II.B. hereof; provided that, if such home builder violates any part of this Order, the amount of such builder's deposit shall be immediately doubled for each violation.

B. Use of Deposit. The cost of any repairs to waterworks or sanitary or storm sewer lines necessitated by builder negligence shall be billed by the District's operator to the builder responsible therefor at the rate of cost plus 25% (representing the District's service handling charge). A \$25.00 administrative fee shall be added to the invoice to any builder delinquent in paying such bills for 30 days or more. At any time that a builder is delinquent in paying such bills for 60 days or more or responsible for outstanding bills in the amount of \$500 or more, the District shall transfer the \$500 deposit or any part thereof to its operating fund to pay such bills and require that such deposit be replenished by such amount transferred or require that an additional \$500 or greater deposit be made by the builder before allowing the installation of additional water taps for such builder.

C. Adjustments of Manholes, Fire Hydrants, Meter Boxes, and Clean Out Valves. Builders of homes within the District must contact the District's operator requesting the

adjustment of manholes, fire hydrants, valve boxes, or clean out valves within thirty days following the closing of the purchase of the lot on which such manhole, fire hydrant, meter box, or clean out valve is located. Following such thirty-day period, the home builder will be responsible for the cost of such adjustment.

D. Damaged Meters and Meter Boxes; Obstructions. Each customer shall be responsible for protecting any and all District meters and meter boxes located on property of such customer and shall be assessed the cost to the District of repairing or replacing such meters or meter boxes when damaged by any cause whatsoever, except by act of the District or its operator.

After a water meter has been set, each Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under customer's control free from rubbish or obstructions may result in disconnection of water services and/or the assessment of charges necessary to remove said obstructions. Customers are further prohibited from introducing material into the District's waterworks, sanitary sewer, and storm sewer system which would cause obstruction of said system. In the event than an inspection by the District's engineer or District's operator reveals any such obstructions, the District reserves the right to immediately and without notice remove the obstruction. Any District cost for removal of obstructions, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

E. Builder Damage Procedure. When a builder improves a lot, reserve or other property, the builder may damage District facilities on the property. The builder may avoid responsibility for damages existing at the time the builder obtains control of the property by contacting the District, through the operator prior to the clearing of any lot, to do a survey of District facilities on the property. The fee for such inspection shall be \$30.00, to be paid by the builder at the time the inspection is requested. Any damages noted at this time will be repaired at no expense to the builder.

To be released from or to limit the amount of any claim for damage to District facilities due to a builder's activities, the builder must contact the District, through the operator, to make a final inspection to determine any damages to facilities while under the control of the builder. This inspection will not be made until all work, including fences, landscaping and resodding, is completed. This inspection can be made even if the property has not been sold if the builder has completed all work. The fee for this inspection shall be \$30.00, to be paid by the builder at the time the inspection is requested. A representative of the builder will be asked to sign the inspection, authorizing the repairs at his expense. The cost of any repairs to facilities damaged due to builder activities may be deducted from the builder's deposit with the District. If, at the time of the final inspection, the builder has not completed all work the inspection will be rejected and an additional inspection will be performed at an additional fee of \$30.00. A final inspection will not be made unless an approved sewer inspection is on file with the District.

All repairs, except for positioning or replacement of meter boxes, will be performed by the operator, regardless of with whom the financial responsibility for the repair resides. Positioning or replacement of meter boxes may be performed by the builder only before the final survey is made.

Damages are not limited to structural damages, but also may include problems arising from burying, covering up, restricting access to, or fencing over the top of the facilities, causing land elevations adjacent to facilities to change, making facilities nonfunctional, and similar actions. Hidden damages not apparent at the time of a survey but discovered later will be back charged to those responsible if there is sufficient evidence to support a claim.

Regardless of the status of the lot or reserve or any property as indicated in the above procedure, the District is the owner of its assets and will take those actions it deems necessary to prevent damage to its property or injury to persons, with or without notice to others, and will also take those actions it deems necessary to recover the expense of those repairs from any party responsible for causing them.

### III. INSPECTIONS AND REPAIRS.

#### A. Inspection of Backflow Devices.

1. All backflow prevention assemblies shall be tested by a recognized backflow prevention assembly tester upon installation and certified to be operating within specifications. This inspection shall be conducted prior to the time the operator makes a permanent water connection to the District's system and the District's operator shall be provided with a test report in the form of Exhibit "B". At the option of the customer, the District's operator may perform the test, and the cost will be charged to the customer.

2. Backflow prevention assemblies which are installed to provide protection against high health hazards must also be tested and certified to be operating within specifications at least annually. A high health hazard is defined as a cross-connection, potential cross-connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply. A customer at an establishment which presents high health hazards must provide the District with a test report annually. In the event any establishment fails to provide such a report within thirty days after written notification by the District that such a report is required, the District's operator shall inspect the backflow prevention device and the cost will automatically be charged to the customer's account.

3. Any backflow prevention device required by these rules must be located on each potable or irrigation service between the meter and the building foundation or prior to the first branch in the service line and designed and constructed to facilitate maintenance of the installation and inspection. Before beginning construction of a backflow preventer, a commercial user shall submit plans to the District for review and approval to insure compliance with this section.

4. To be a recognized backflow prevention assembly tester, a person shall meet the standards promulgated by the Texas Commission on Environmental Quality (the "Commission").

5. Gauges used in the testing of backflow prevention assemblies shall be tested for accuracy annually in accordance with the University of Southern California's Foundation of Cross Connection Control and Hydraulic Research and/or the American Water Works Association Manual of Cross Connection Control (Manual M-14). Testers shall include test gauge serial numbers on "Test and Maintenance" report forms.

6. A test report must be completed by the recognized backflow prevention assembly tester for each assembly tested. The signed and dated original must be submitted to the District for record keeping purposes. Should the tester choose to use a report format which differs from that attached hereto as Exhibit "B", it must minimally contain all information required by the report form.

7. The use of a backflow prevention device at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes.

**B. Customer Service Inspections.**

1. A customer service inspection certification in the form attached hereto as Exhibit "C" must be completed and delivered to the District: (1) prior to the time the District's operator provides sanitary sewer service or permanent water service to a new connection in the District, (2) within 5 days after an existing customer receives notice from the District that it has reason to believe that cross-connections or other unacceptable plumbing practices exist at his establishment, or (3) within 30 days after any material improvement, correction or addition is made to the private plumbing facilities of any connection.

2. Individuals with the following credentials shall be recognized as capable of conducting a customer service inspection certification.

(a) Plumbing Inspectors and Water Supply Protection Specialists holding license endorsement issued by the Texas State Board of Plumbing Examiners.

(b) Certified Waterworks Operators and members of other water related professional groups who have completed a training course, passed an examination administered by the Commission or its designated agent, and hold an endorsement granted by the Commission or its designated agent.

3. It is the responsibility of the customer to obtain the certification. The customer may ask the District's operator to complete sections 1-3 of the certification. The District's operator, at its discretion, may complete sections 1-3 of the certification if it can make such certification in connection with its normal inspections and at no additional cost to the District.

4. The existence of private plumbing facilities in violation of the District's rules is an undesirable plumbing practice. Upon discovery of any such condition, the District may immediately terminate water service to the connection to protect the integrity of its public water system. Service will be restored only when the source of potential contamination no longer exists or when sufficient additional safeguards have been taken.

C. Firelines. The District, from time to time as it deems necessary, may have its designated representative inspect any firelines, which inspection however shall be during the normal business hours of the establishment being inspected.

D. Customer Requests. Whenever a customer asks the District to inspect its lines and facilities and the inspection shows that the customer's problem arises from his private sewer or water lines, and not the District's, the District shall charge the customer the cost of such inspection, and the customer shall promptly remit the charge to the District.

E. Grease and Lint Trap. For each grease and lint trap installed pursuant to the requirements contained in Exhibit "G" attached hereto, there shall be charged the monthly inspection fee specified in Schedule "A" hereto. Whenever the District is required to reinspect a grease and lint trap because the first inspection showed a violation of the District's rules and regulations, the District shall charge the customer the cost of such inspection, and the customer shall promptly remit the charge to the District, in addition to any other penalty or cost which may be assessed against such customer hereunder.

F. Repair Responsibility. The District shall maintain and repair all District facilities, which shall include the manholes, water and sewer main lines, laterals, sewer stacks, and end of line cleanouts. Customers are responsible for all plumbing installed by builders during construction up to and including the saddle and tap connection.

#### IV. CUSTOMER RATES, DEPOSITS, AND SERVICE AGREEMENTS.

A. Rates for In-District Customers. The District's water and sewer rates as set forth in this Rate Order include the regulatory assessment the District is required to charge each customer and to pay the Texas Commission on Environmental Quality. The rates and charges specified on Schedule "A" hereto for the sale of water and the collection and disposal of sewage shall be in effect for customers located within the District from the effective date of this Order.

Each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building, shall be deemed to be a separate connection for the purpose of this Order.

B. Rates for Out of District Customers. The rates and charges for the sale of water and collection and disposal of sewage for customers who are not located within the District's boundaries shall be 150% of the rates for customers located inside the District, as such rates may be amended from time to time.

C. Sprinkler System Connections. Each sprinkler system connection shall be deemed to be a water supply service connection only, and shall not be charged for sanitary sewer service.

D. Deposits. A security deposit shall be collected and maintained on all connections or reconnections in the District made after the effective date of this Order in the amounts specified in Schedule "A".

All deposits collected shall be accounted for on the District's books. At any time that a customer is delinquent in paying its bills for 30 days or more, the District may transfer the deposit or any part thereof to its operating fund to pay such bill. The deposit or balance of such deposit remaining after payment of delinquent bills shall be refunded when the customer moves from the District. If a homeowner who does not have a deposit on account with the District moves to a new home within the District, a new deposit shall be required for such customer in the amount specified in Schedule "A". The District shall not be required to pay interest on any deposit.

E. Returned Check Charge. In the event that a customer's check is returned unpaid by customer's bank for any cause other than negligence on the part of the District, a charge as specified in Schedule "A" shall be added to such customer's bill to cover the District's cost of handling plus all current and delinquent charges. If such customer's account is also more than thirty (30) days delinquent, the account shall be scheduled for termination and notice therefor shall be given as provided herein. In such event, payment for the amount due on such account must be in the form of cashier's check or money order.

F. Adjustment to Extraordinary Bills. In the event of an unusually high water bill, the District may, upon customer request and review of the circumstances resulting in such unusually high water bill, adjust such customer's bill to 50% of the dollar amount above the average monthly bill for the previous six months plus such average monthly bill. In the alternative or in addition to such adjustment, upon written request of a customer to the District's billing office, a customer may be authorized to pay any bill that is at least five times the amount of such customer's previous month's bill in up to six monthly installments. A one percent (1%) penalty per month shall be added to each month's beginning balance less the amount of the current bill during the installment period.

G. Meter Testing Charge. In the event that a customer requests that the accuracy of a meter be tested, the customer will be charged the District's cost for conducting such a test when the meter tests between 95 and 105 percent accurate. The District will be responsible for the cost of conducting such a test when the test results are outside the specified accuracy range of between 95 and 105 percent.

H. Service Agreements with Customers. Prior to receiving permanent water service (upon initial completion of an improvement in the District, upon reinstatement of water service after a turn-off, or upon transfer of water service to a new customer), the customer must execute and deliver to the District's operator a service agreement in the form attached hereto as Exhibit "D".

## V. DELINQUENT ACCOUNTS.

The District shall bill each customer monthly and all bills shall become delinquent if not paid by the due date. A late payment charge of 10% of the unpaid balance will be added to all bills outstanding after the due date.

## VI. DISCONTINUATION OF SERVICE.

A. Termination for Delinquent Accounts. The District reserves the right to terminate service to any customer whose account is delinquent. In such event, service shall be disconnected only after sending written notice by first class United States mail to the customer at the address of the connection and providing the customer with an opportunity to contest, explain, or correct the charges, services, or disconnection. The written notice shall inform the customer of the amount of the delinquent payment, the date service will be disconnected if payment is not made, the name and telephone number of the billing company, and of the opportunity to contest, explain, or correct the charges, services, or disconnection by presenting in person or in writing such matter to the Board of Directors by contacting the billing company. The notice shall be deposited, postpaid, in a post office or official depository under the care and custody of the United States Postal Service at least ten (10) days prior to the date of the scheduled disconnect date. A written statement by the District's operator that the notice was so mailed and a certificate of mailing by the United States Postal Service shall be prima facie evidence of delivery of same. Service shall be discontinued to any accounts, except those accounts with outstanding balances of less than \$10.00, that remain delinquent after the scheduled disconnect date and for which arrangements for payment satisfactory to the Board of Directors of the District have not been made. If the customer appears before the Board of Directors or in writing, the Board shall hear and consider the matter and inform the customer of the Board's determination by sending written notice by first class United States mail to the customer at the address of the connection.

Prior to termination of service, the District's operator will also place a door hanger notification of termination on the front door to the residence at least two (2) days prior to the date of scheduled disconnection.

B. Termination for Rate Order Violations. Any customer who violates any provision of this Rate Order, in addition to being subject to the penalties described herein, shall be subject to having water and sewer service terminated to prevent an abuse of the District's facilities; provided, however, that prior to disconnecting service for such violation, the District shall give written notice, by first class United States mail or otherwise, to such customer of the pending disconnection and shall give such customer the opportunity to contest, explain, or correct the violation of the Rate Order at a meeting of the Board of Directors of the District.

C. Delinquent Letter Charges. A customer who is sent a notice of delinquency or a door hanger as described in Paragraph VI.A. of this Order shall be charged the amount specified in Schedule "A" hereto for each such notice required, in addition to all other fees and charges provided for in this Order. The fee shall be assessed regardless of whether service is actually terminated to the customer.

D. Charges for Disconnection and Reconnection. In the event of any discontinuation of service either at the request of a customer or because of a customer's delinquency in the payment of bills or violation of this Rate Order, the District shall charge the amounts specified in Schedule "A" hereto. The entire outstanding balance, including the aforementioned fees, must be collected before service is reconnected.

In addition, if such customer does not currently have a security deposit with the District pursuant to Paragraph IV.D. of this Order, a security deposit in the amount specified in Schedule "A" shall be collected before service is reconnected.

E. Charges for Removal and Reinstallation of Water Meter. In the event the District is required to remove a water meter in order to enforce its rules and regulations regarding District facilities, including payment of all amounts due hereunder, the District shall charge the amount specified in Schedule "A" hereto to remove and reinstall such meter.

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

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

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

## VII. RULES AND REGULATIONS.

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

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

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

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

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

#### VIII. REIMBURSEMENT OF NON-SCHEDULED COSTS.

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

#### IX. GENERAL POLICIES.

##### A. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 109

Mail to:

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

APPLICATION FOR SANITARY SEWER SERVICE

(Please print or type)

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

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

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

Date: \_\_\_\_\_ Requested by: \_\_\_\_\_  
(Signature)

Date Applicant requests service initiated: \_\_\_\_\_

Address to which Bills are to be mailed: \_\_\_\_\_

MAIL REFUND TO: \_\_\_\_\_  
(Name) (Address)

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

\_\_\_\_\_  
FOR DISTRICT USE ONLY

Date Application Received: \_\_\_\_\_

Date Construction Authorized: \_\_\_\_\_

Connection Information:

WYE Location \_\_\_\_\_

Stack Location \_\_\_\_\_

Manhole Location \_\_\_\_\_

Date Sanitary Sewer Tap Made: \_\_\_\_\_

Date of Inspection: 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

Date Permit Granted: \_\_\_\_\_

Certified as properly made by \_\_\_\_\_  
(District Operator)

# EXHIBIT B

## Sample Backflow Prevention Assembly Test and Maintenance Report

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

### BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

Name of PWS: \_\_\_\_\_  
 PWS I.D. #: \_\_\_\_\_  
 Location of Service: \_\_\_\_\_

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

#### TYPE OF ASSEMBLY

☐ Reduced Pressure Principle  
☐ Double Check Valve

☐ Pressure Vacuum Breaker  
☐ Atmosphere Vacuum Breaker

Manufacturer \_\_\_\_\_  
 Model Number \_\_\_\_\_  
 Serial Number \_\_\_\_\_

Size \_\_\_\_\_  
 Located at \_\_\_\_\_

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

The above is certified to be true.

Firm Name: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_  
 \_\_\_\_\_

Certified Tester: \_\_\_\_\_  
 Cert. Tester No.: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Test Gauge Serial No.: \_\_\_\_\_

## EXHIBIT C

Sample Service Inspection Certification

Name of PWS: \_\_\_\_\_

PWS I.D. #: \_\_\_\_\_

Location of Service: \_\_\_\_\_

I \_\_\_\_\_, upon inspection of the private plumbing facilities connected to the  
aforementioned public water supply do hereby certify that, to the best of my knowledge:

	Compliance	Non- Compliance	Certificate of Compliance on File
(1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with state plumbing codes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Water service shall not be provided or restored to the private plumbing facilities until the above conditions are determined to be in compliance.

I further certify that the following materials were used in the installation of the plumbing facilities:

Service Lines	Lead	<input type="checkbox"/>	Copper	<input type="checkbox"/>	PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>
Solder	Lead	<input type="checkbox"/>	Lead Free	<input type="checkbox"/>	Solvent Weld	<input type="checkbox"/>	Other	<input type="checkbox"/>

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided.

\_\_\_\_\_  
Signature of Inspector\_\_\_\_\_  
Registration Number\_\_\_\_\_  
Title\_\_\_\_\_  
Type of Registration\_\_\_\_\_  
Date

**Sample Service Agreement**

- I. **Purpose.** The **Name of Water System** is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of the plumbing restrictions which are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this agreement before the **Name of Water System** will begin service. In addition, when service to an existing connection has been suspended or terminated, the water system will not re-establish service unless it has a signed copy of this agreement.
- II. **PLUMBING RESTRICTIONS.** The following undesirable plumbing practices are prohibited by State regulations.
- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
  - B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
  - C. No connection which allows water to be returned to the public drinking water supply is permitted.
  - D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
  - E. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.
- III. **SERVICE AGREEMENT.** The following are the terms of the service agreement between the **Name of Water System** (the “Water System”) and **Name of Customer** (the “Customer”).
- A. The Water System will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the Water System.

- B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the Water System's normal business hours.
- C. The Water System shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic reinspection.
- D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance records shall be provided to the Water System.

IV. **ENFORCEMENT.** If the Customer fails to comply with the terms of the Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109  
RULES AND REGULATIONS GOVERNING  
WATERWORKS AND SANITARY SEWER SYSTEM

The following Rules and Regulations (the “Rules and Regulations”) shall govern the installation of connections or taps to the District’s waterworks and sanitary sewer system, the limitations on flow of waste into the sanitary sewer system, protection of all facilities which are part of the District’s waterworks and sanitary sewer system, and prohibited plumbing practices:

I. INSTALLATION OF CONNECTIONS TO DISTRICT’S WATERWORKS SYSTEM

A. Water Service Lines and Water Taps

1. A “Water Service Line” is defined herein as the water line from the property line of the property to be served with water to the District’s waterworks system.
2. A “Residential Water Tap” is defined herein as the connection of either of the follow to a District water line: (a) a 1” Water Service Line to serve two (2) single-family residences, which is known as a “Double Tap”; or (b) a 3/4” Water Service Line to serve one (1) single-family residence, which is known as a “Single Tap.” All Residential Water will be installed by the standard City of Houston “long” or short” residential water service line connection, including a 3/4” x 5/8” meter and box complete in place.
3. A “Commercial Water Tap” is defined herein as the connection of a 3/4” or larger Water Service Line to a District water line to serve one (1) or more structures other than a single-family residence.

B. Water Tap Materials — Only the following types of pipe and fitting materials shall be approved for the installation of Water Taps, including Residential Water Taps and Commercial Water Taps:

1. Rockwell meters/Commercial turbo meters or other meters approved by the District’s engineer
2. Brass curb stops, corp stops, and U-branch and related fittings manufactured by Ford, Hays or Muller
3. Polyethylene water service pipe, 3/4” to 2”
4. Cast iron or vinyl iron (C-900) water service pipe, larger than 2”

5. Water main pipe of the type originally installed
6. Plastic meter box up to 2" meter
7. Concrete meter box up to 2" meter
8. Concrete meter box, where traffic use is specified
9. Concrete meter vault per City of Houston Specifications for 3" and larger meter.

## II. INSTALLATION OF CONNECTIONS TO DISTRICT'S SANITARY SEWER SYSTEM

### A. Sewer Service Lines and Sewer Taps

1. A "Sewer Service Line" is defined herein as the sewer line from the foundation of a building, including houses and commercial structures, to the District's sanitary sewer system.
2. A "Sewer Tap" is defined herein as the physical connection of a Sewer Service Line to the District's sanitary sewer system. Without the written consent of the District's Board of Directors, only one Sewer Tap shall be permitted for each building.
3. The following types of pipe and fitting materials shall be approved for the construction of Sewer Service Lines. Pipe and fittings in each individual Sewer Service Line must consist of the following material or other material approved by the District's engineer:
  - a. Vitrified clay pipe conforming to ASTM Specification C700 with joint coupling conforming to ASTM Specifications C425 or C594 and installed according to ASTM C12.
  - b. Cast iron soil pipe, standard wright, conforming to ASTM Specification A74 with rubber gasket joint coupling conforming to ASTM Specification C564.
  - c. Poly-vinyl-chloride ("PVC") pipe conforming to ASTM Specification D3034 or ASTM Specification F789 (with UL Listing) and installed according to ASTM D2321.
  - d. Ductile-iron Pipe conforming to ANSI A21.51 with rubber gasket joints conforming to ANSI A21.11, and installed according to manufacturer's recommendations.
4. The minimum sizes of Sewer Service Lines shall be as follows:

Residential - 4-inches in diameter  
Commercial - 6-inches in diameter

A 4-inch sewer service line shall serve no more than one single family residential lot and a 6-inch sewer service line shall serve no more than two single family residential lots.

5. The minimum grades for Sewer Service Lines shall be as follows:
  - a. 4-inch pipe - one-foot drop per hundred feet (1%)
  - b. 6-inch pipe - 0.70 foot drop per hundred feet (0.70%)
  - c. 8-inch pipe - 0.70 foot drop per hundred feet (0.70%)
6. The maximum grades for Sewer Service Lines shall be as follows:
  - a. 4-inch pipe - two and one-half feet drop per hundred feet (2.5%)
  - b. 6-inch pipe - one and one-half feet drop per hundred feet (1.5%)
  - c. 8-inch pipe - one foot drop per hundred feet (1%)
7. All Sewer Service lines shall be constructed to true alignment and grade. Warped and sagging Sewer Service Lines will not be permitted.

B. Connections of Building Sewer Outlets to Service Lines

1. On all building waste outlets, the building tie-on connections shall be made directly to the stub-out from the building plumbing at the foundation.
2. Water-tight adapters of a type compatible with the materials being joined shall be used at the point of connection of a Sewer Service Line to the building plumbing. No cement grout materials shall be permitted.
3. Unless an exception is permitted by the District's Operator, existing "wye" and stack connections must be utilized for connection of a Sewer Service Line to the District's sanitary sewer system.

C. Fittings and Cleanouts

1. No bends or turns at any point will be greater than 45 degrees.

2. Each horizontal Sewer Service Line will be provided with a cleanout at its upper terminal, and each such run of piping which is more than 90 feet in length will be provided with a cleanout for each 90 feet, or fraction thereof, in the length of such piping.
3. Each cleanout will be installed so that it opens in a direction opposite to the flow of the waste and, except in the case of “wye” branch and end-of-the-line cleanouts, cleanouts will be installed vertically above the flow line of the pipe.
4. Cleanout will be fitted with an airtight mechanical plug.

### III. INSTALLATION AND REPAIR OF WATER TAPS

- A. An “Application for Water Tap” must be filed with the District’s operator prior to the installation of a Water Tap. All tap and inspection fees and deposits, as described in the Rate Order should accompany such Application.
- B. Water Taps to the District’s waterworks system shall be installed only by the District’s Operator.
- C. The District’s Operator shall install Water Taps and set meters at a location on adjoining property lines, whenever possible, and as designated by the District’s Operator, with the meter box being located in the easement adjacent to the property line and with two (2) meters per box, where necessary.
- D. The District’s Operator shall be responsible for all repairs to the maintenance of all Water Taps, pursuant to the terms and provisions of the Contract between the District and the District’s Operator.

### IV. INSTALLATION OF SEWER TAPS AND PERMITS

- A. Application for Sanitary Sewer Service. An “Application for Sanitary Sewer Service,” must be filed with the District’s Operator prior to construction of a Sewer Service Line. All inspection fees and deposits, as described in the Rate Order, should accompany such application. Construction of any Sewer Service Line must not begin until authorized by the District’s Operator.
- B. Sewer Service Line
  1. When a Sewer Service Line and Tap is complete, and prior to backfilling such Sewer Service Line trench, the applicant for sewer service shall request an inspection of the installation of the Sewer Service Line and Tap. Requests for Sewer inspections shall be

made to the District's Operator at least 24 hours in advance of the connections and inspections.

2. The Sewer Tap shall be made only by use of an adapter of a type compatible with materials being joined. The Sewer Tap shall be water-tight. No cement grout materials shall be permitted.
3. Backfilling of a Sewer Service Line trench must be accomplished within 24 hours of inspection and approval by the District's Operator. No debris shall be permitted in a Sewer Service Line trench.
4. After the Sewer Tap is made and the inspection performed, the District's Operator shall issue a Sewer Tap Permit to the applicant, confirming that all requirements of these Rules and Regulations have been met.

#### V. FEES AND CHARGES

The District's fees and charges shall be established by its Order Amending Consolidated Rate Order, and all amendments thereto.

#### VI. LIMITATIONS ON FLOW OF WASTE

- A. No waste material which is not biologically degradable will be permitted to be discharged into the District's sanitary sewer system, including mud and debris accumulated during Sewer Service Line installation.
- B. No downspouts, yard or street drains or gutters will be permitted to be connected into the District's sanitary sewer facilities.
- C. Swimming pool connections will not be made to the District's sanitary sewer system.

#### VII. PROTECTION OF DISTRICT'S WATERWORKS AND SANITARY SEWER SYSTEM.

- A. It shall be unlawful for any person, unless authorized in writing by the District's Operator, to tamper or interfere with, obstruct access to, or injure, deface, or destroy any facilities that are a part of the District's waterworks and sanitary sewer system, including, with respect to the waterworks system, water plants, flushing valves, valve boxes, and water lines up to the meter box and including meters; provided, however, that duly authorized members of the Atascocita Volunteer Fire Department shall have the right to use such flushing valve for fire protection purposes.
- B. It shall be unlawful for any person to connect any building to the waterworks system without a meter or to have a straight line connection to

a building without being metered. It shall also be unlawful to draw water from the waterworks system without being metered, including the unauthorized use of a flushing valve or unmetered water taps.

- C. It shall be unlawful for any person to deposit, throw, drain, discharge, or otherwise cause to be injected into any sewer, manhole, catch basin, flush tank, or other facility that is a part of the District's waterworks and sewer system any debris or foreign substance that would interfere with the proper and routine functioning thereof. Each such discharge shall constitute a separate violation, and in the event a discharge is continuous, each day such discharge continues shall constitute a separate violation.

#### VIII. PROHIBITION ON USE OF LEAD

- A. The use of pipes and pipe fittings that contain more than 8.0 percent lead or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the District's water system and for installation or repair of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to the District's water system.
- B. This requirement may be waived for lead joints that are necessary for repairs to cast iron pipe.

#### IX. PROHIBITION ON DIRECT OR CROSS CONNECTIONS

- A. No establishment in the District shall contain an actual or potential contamination or system hazard without an air gap separation between the drinking water supply and the source of potential contamination. Where the containment air gap is impractical, reliance may be placed on individual "internal" air gaps or mechanical backflow prevention devices. Under these conditions, additional protection shall be required at the meter in the form of a correctly operating backflow prevention device (in accordance with AWWA Standards C510 and C511, and AWWA Manual M14) on those establishments handling substances deleterious or hazardous to the public health. Such backflow prevention devices must be tested and repaired as necessary, as specified in the Order.
- B. Water from a condensing, cooling or industrial process or any other system of nonpotable usage over which the District does not have sanitary control cannot be returned to the District's potable water supply.
- C. Overhead bulk water dispensing stations must be provided with an air gap between the filling outlet hose and the receiving tank to protect against back siphonage and cross-contamination.

## REGULATIONS OF COMMERCIAL AND INDUSTRIAL WASTES

The Board of Directors of the District hereby establishes and promulgates the following policies, rules and regulations concerning domestic and industrial wastes:

I. Definitions. Unless the context requires otherwise, the terms and phrases used herein shall have meanings as follows:

(1) The term “B.O.D.” means the five-day, 20 degree Centigrade biochemical oxygen demand expressed in milligrams per liter as determined by the procedures specified in the latest edition of Standard Methods, or such other manual of operations as the District may adopt from time to time, or as determined in accordance with the latest rules of the Texas Commission on Environmental Quality.

(2) The term “C.O.D.” means the measure of the oxygen-consuming capacity of inorganic and organic matter present in water or waste, expressed in milligrams per liter as the amount of oxygen consumed from a chemical oxidant as determined by Standard Methods, or such other manual of operations as the District may adopt from time to time, or as determined in accordance with the latest rules of the Texas Commission on Environmental Quality.

(3) The term “customer” means any person who is served by the Waste Disposal System.

(4) The term “discharge” includes the terms deposit, conduct, drain, emit, throw, run, seep or otherwise release or dispose of, or to allow, permit, or suffer any of such acts or omissions.

(5) The term “grease” means fats, waxes, oils and other similar non-volatile material and waste which are extracted by hexane from a solidified sample using the Soxhlet method.

(6) The term “industrial waste” means the liquid and water-carried waste resulting from any process of industry, manufacturing, trade, business or commercial enterprise, other than normal domestic wastewater, including any mixture of industrial waste with water or normal domestic wastewater, and such other waste as the District deems appropriate.

(7) The term “industrial waste charge” means the charge made to those persons who discharge or are responsible for the discharge of industrial waste into the Waste Disposal System.

(8) The term “infiltration water” means water which leaks into the District’s Waste Disposal System or its customers’ sanitary sewer collection systems.

(9) The term “normal domestic wastewater” means waste, excluding industrial waste, discharged by a person into the Waste Disposal System or into a customer’s sanitary sewer collection system in which the average concentration of total suspended solids is not more than 250 mg/kg and B.O.D. is not more than 250 mg/kg.

(10) The term “overload” means the imposition of organic or hydraulic loading on the Waste Disposal System in excess of either its designed hydraulic capacity, its installed rated capacity or its organic loading capacity.

(11) The term “person” means any individual, public or private corporation, district, authority, political subdivision or other agency or entity of the State of Texas or of the United States of America; the State of Texas or the United States of America; any incorporated city, town or village, whether operating under general law or under its home rule charter; and any copartnership, association, firm, trust, estate or any other entity whatsoever.

(12) The term “pH” means the common logarithm of the reciprocal of the hydrogen ion concentration expressed in grams per liter of solution.

(13) The term “properly shredded garbage” means solid waste from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-half (1/2) inch in any dimension.

(14) The term “sanitary sewer collection system” means the sanitary sewer system(s) now owned or operated or to be constructed or acquired by customers of the District, including sanitary sewers (but excluding storm sewers), manholes, intercepting sewers, pumping works and all other plants, works and equipment for the collection and transportation of waste to the District’s Waste Disposal System.

(15) The term “slug” means any discharge of waste which, in the concentration of any given constituent or in the quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flow during normal operation.

(16) The term “Standard Methods” means the examination and analytical procedures set forth in the latest edition of “Standard Methods for the Examination of Water and Wastewater” as prepared, approved and published jointly by the American Public Health Association, the American Waterworks Association and the Water Pollution Control Federation.

(17) The term “storm sewer” means sewers which carry storm and surface waters and drainage, and into which waste is not intentionally discharged.

(18) The term “total suspended solids” means those solids that either float on the surface or are in suspension in waste or other liquids, expressed in terms of milligrams per liter.

(19) The term “trap” means a device designed to skim, settle or otherwise remove grease, oil, sand, flammable wastes or other substances which may be harmful to either the Waste Disposal System or its treatment processes.

(20) The term “waste” means normal domestic wastewater and industrial waste collected by a public sanitary sewer collection system, together with such infiltration water as may be present.

(21) The term “Waste Disposal System” means all or any part of any disposal system or disposal facilities constructed or acquired by the District for receiving, transporting, treating and disposing of waste collected by the sanitary sewer collection systems of the District’s customers, together with such extensions, enlargements and modifications as may be required in the future or as may be necessary to comply with any regulatory requirements.

(22) The term “wastewater service charge” means the charge to all users of the District’s Waste Disposal System whose wastes do not exceed the concentrations established herein as representative of normal domestic wastewater.

II. Prohibited Discharges. All waste discharged into the District’s Waste Disposal System shall conform to the requirements hereof and shall consist only of waste amenable to biological treatment or other processes employed by the District from time to time. No person may discharge into the District’s Waste Disposal System any waste which by itself or by interaction with other waste may:

(1) Injure or interfere with the processes or physical properties or facilities of the District’s Waste Disposal System;

(2) Constitute a hazard to humans or animals; or

(3) Create a hazard in receiving waters of the effluent of the Waste Disposal System.

Discharges prohibited by the foregoing parameters include, but are not limited to, slugs and materials which exert or cause: excessive discoloration or concentrations of suspended solids, B.O.D., C.O.D. or chlorine demands in excess of the ability of the Waste Disposal System to adequately treat and dispose of such waste in compliance with applicable regulatory requirements. Prohibited discharges also include, but are not limited to, the following materials which, if present in sufficient quantities, may cause or result in a violation of the foregoing parameters: ashes, cinders, sand, mud, grass clippings, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood or wood products, garbage (other than properly shredded garbage), blood, entrails, hair, flesh, paper or paper products, chemical or paint residues, or bulk solids.

III. Chemical Discharges. The following chemicals shall not be admissible into the District’s Waste Disposal System:

(1) Cyanides or cyanogen compounds capable of liberating hydrocyanic gas upon acidification when present in concentrations in excess of 2 mg/kg by weight as cyanide (CN);

(2) Fluorides other than those contained in the local public water supply for the area which is the source of the discharge;

(3) Gasoline, cleaning solvents, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases;

(4) Substances causing C.O.D. overload;

(5) Acids or alkalis having pH values lower than 6.0 or higher than 10.0, iron pickling wastes or concentrated plating solutions whether neutralized or not;

(6) Grease, whether emulsified or not, containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit (0 and 65 degrees Centigrade) or which exceeds on analysis an average of 100 mg/kg of soluble matter;

(7) Dissolved sulfides whose concentrations exceed 0.1 mg/kg; or

(8) Any other corrosive, explosive, malodorous or objectionable chemicals in liquid, solid or gaseous form.

IV. Heavy Metals and Toxic Matter. The following metals and toxic materials shall not be admissible into the District's Waste Disposal System:

(1) Objectionable or toxic substances exerting an excessive chlorine requirement to such a degree that any such material received in the composite waste at the waste treatment works exceeds the limits established from time to time by the District for such materials;

(2) Obnoxious, toxic or poisonous solids, liquids, or gases in quantities sufficient to violate the provisions of Part II hereof;

(3) Any substance having corrosive properties capable of causing damage or hazard to structures, equipment or personnel operating the Waste Disposal System;

(4) All waste or other substances containing phenols, hydrogen sulfide or other taste or odor producing substances exceeding the concentration limits established from time to time by the District or which, after treatment of the composite waste, exceeds applicable regulatory requirements;

(5) Antimony, beryllium, bismuth, cobalt, molybdenum, tin, uranyl ion, rhenium, strontium, tellurium, and such other heavy metals as may be prohibited from time to time by the District;

(6) The following heavy metals or the salts thereof in solution or suspension which upon analysis by Standard Methods exceed the concentrations listed below:

<u>Element</u>	<u>mg/kg</u>	<u>Element</u>	<u>mg/kg</u>
Arsenic	0.05	Lead	0.1
Barium	5.0	Manganese	1.0
Boron	1.0	Mercury	0.005
Cadmium	0.02	Nickel	1.0
Chromium	5.0	Selenium	0.02
Copper	1.0	Silver	0.1
Zinc	5.0		

or

(7) Any other heavy metals or toxic materials except upon the conditions of pretreatment, concentration, volumes and other applicable standards prescribed by the District or by applicable statutes, laws, rules or regulations.

V. Garbage. No person may discharge garbage into the Waste Disposal System unless it is properly shredded garbage. The District may review and approve the installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 H.P. metric) or greater.

VI. Drainage and Storm Water. No person may discharge into the Waste Disposal System drainage or storm waters.

VII. Temperature. No person may discharge into the Waste Disposal System liquid or vapors having a temperature higher than 150 degrees Fahrenheit (66 degrees Centigrade), or any substance which causes the temperature of the composite waste received in the treatment works influent to increase at the rate of 10 degrees Fahrenheit or more per hour or to exceed an influent temperature of 110 degrees Fahrenheit.

VIII. Radioactive Waste. No person may discharge into the Waste Disposal System radioactive materials or isotopes with a transient concentration higher than 100 microcuries per liter.

IX. Supervision. If the District or its designated representative determines that a discharge or a proposed discharge into the Waste Disposal System may deleteriously affect the Waste Disposal System or receiving waters, or create a hazard to life or health, or create a public nuisance, it may require:

(1) Pretreatment to an acceptable condition for discharge into the Waste Disposal System;

(2) Control over the quantities and rates of discharge; and

(3) Waste surcharge payments sufficient to compensate the District for the cost of handling and treating the waste.

If pretreatment or control is required by the District, it shall review and approve the design and installation of the equipment and processes in conformity with all applicable laws and regulatory requirements. Any person responsible for discharges requiring such pretreatment or control facilities shall provide and maintain such facilities in effective operating condition. Waste surcharge payments shall be determined by the District on an as needed basis.

X. Traps. Discharges requiring a trap include, but are not limited to, grease, oil, sand or flammable waste. Any person responsible for a discharge requiring a trap shall, as required by the District, provide equipment and facilities of a type and capacity approved by the District, locate the trap in a manner that provides ready and easy access for cleaning and inspection, and maintain the trap in effective operating condition.

XI. Industrial Waste Charges. In addition to the wastewater service charges made by the District, the District shall make to customers discharging industrial waste into their sanitary sewer collection systems or into the Waste Disposal System the industrial waste charges provided for herein. If the District determines that the volume or the character of industrial waste to be treated by the District's Waste Disposal System will not cause overloading of the Waste Disposal System, the person responsible for the discharge of industrial waste shall nevertheless pay equitable industrial waste charges sufficient to provide payment for the amortization of all capital expenses for the collection and treatment of industrial waste (including new capital expenses and a proportionate share of the value of the existing Waste Disposal System used in handling and treating the industrial waste, but taking into account amortization costs resulting from annual tax payments) and operation and maintenance costs including salaries and wages, power cost, cost of chemicals and supplies, allowances for maintenance, depreciation, overhead and administrative and general expense. For such purposes, amortization shall be considered to be completed in a thirty-year period. Industrial waste charges shall be calculated by the following formula:

$$X = aA + bB + cC$$

Where X = charges to industrial user, \$/yr.

a = unit cost of transportation and treatment chargeable to volume, \$/1000 gal.

b = unit cost of treatment chargeable to B.O.D., \$/lb.

c = unit cost of treatment chargeable to suspended solids (including sludge), \$/lb.

A = volume of waste from industrial user, 1000 gal./yr.

B = amount of B.O.D. from industrial user, lbs./yr.

C = amount of suspended solids from industrial user, lbs./yr.

The initial coefficients of charge for use in the foregoing formula shall be determined at such time as the District determines that the volume or characteristics of industrial waste discharged into the District's Waste Disposal System necessitates additional treatment. Thereafter, the District shall review and, if appropriate, adjust the industrial waste charges at least annually to reflect changes in the characteristics of the industrial waste based upon the results of sampling and testing. The District shall also review at least annually the basis for determining industrial waste charges and shall adjust the unit treatment costs in the above formula to reflect increases or decreases in the waste treatment costs based upon the previous year's experience. Increases in industrial waste charges shall be retroactive for two billing periods and shall continue for six (6) billing periods unless subsequent tests determine that the charges should be further increased. The District shall bill its customers in a manner which will show industrial waste charges as a separate item from wastewater service charges.

XII. Disconnection of Service. In the event a customer of the District's Waste Disposal System fails to make timely payment of the District's wastewater service charges or industrial waste charges, or in the event waste is discharged into the District's Waste Disposal System in violation of the provisions hereof, the District reserves the right to disconnect the customer from the Waste Disposal System and to continue disconnection until such time as payment has been made or adequate assurances or pretreatment or control facilities have been installed to permit compliance with the provisions hereof.

XIII. Sampling; Testing; Inspection; Right of Entry. The District or its duly authorized agent or representative may enter at reasonable times and upon proper notice any lands or premises served or proposed to be served by the Waste Disposal System for the purposes of carrying out and determining compliance with the provisions hereof. Sampling and testing shall be conducted in accordance with customarily accepted methods, reflecting the effects of constituent wastes upon the Waste Disposal System and the existence of hazards to health, life, limb, or property. Examination and analysis of the characteristics of water and waste shall be conducted in accordance with Standard Methods (or such other manual of operations as the District may adopt from time to time, or as determined in accordance with the latest rules of the Texas Commission on Environmental Quality) and shall be determined from suitable samples taken at control points selected by the District. The cost of the District's sampling and testing shall be charged to the customer.

XIV. Effect of Regulations; Amendment. The provisions hereof are to be deemed and construed as regulatory requirements supplementary and in addition to all laws, rules, regulations, ordinances or licenses now in effect or hereafter passed, adopted or promulgated by any regulatory agency, federal, state or local, having jurisdiction over the District's Waste Disposal System including, without limitation, the Federal Water Pollution Control Act Amendments of 1972, the Texas Water Quality Act, the rules and regulations of the Environmental Protection Agency concerning effluent limitations, guidelines and pretreatment standards for meat products point sources, as published in 38 Federal Register 29858, et seq., on October 29, 1973, and the rules and regulations of the Environmental Protection Agency concerning industrial waste discharges into municipal systems, as published in 38 Federal Register 30982, et seq., on November 8, 1973. The provisions hereof are subject to amendment, repeal or alteration from time to time by the Board of Directors of the District.

XV. ENFORCEMENT OF THESE RULES AND REGULATIONS AND PENALTIES

A. Enforcement

- (1) Pursuant to Section 54.206, Texas Water Code, the Rules and Regulations shall be recognized by the courts of the State of Texas as if they were penal ordinances of a city.
- (2) Pursuant to Section 54.209, Texas Water Code, enforcement of the Rules and Regulations shall be by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office is located.

B. Penalties

- (1) Water and sanitary sewer service shall not be provided by the District until the requirements with respect to Water Taps and Sewer Taps and inspections have been met and, with respect to Sewer Taps, a written permit or permits have been granted.
- (2) Breach of the Rules and Regulations shall result in the payment of a fine to the District by the offending party in the amount of \$200 per violation and payment to the District of any costs incurred by the District in connection with any repairs or corrections necessitated by any such breach.

RULES AND REGULATIONS GOVERNING  
GREASE AND LINT TRAPS IN FOOD HANDLING  
ESTABLISHMENTS, PUBLIC CAR WASHES,  
AUTOMOTIVE SERVICING AND/OR REPAIR ESTABLISHMENTS,  
PUBLIC WASHATERIAS AND HAIR CUTTING SHOPS

Section 1. “Establishment” means any business within the District which shall process, prepare or serve food and which processing, preparing or serving results in a discharge of water into the sewer system of the District during any part of such operation or service, and shall also mean public car washes, automotive servicing and/or repair establishments, public washaterias and hair cutting shops which discharge water into the sewer system of the District during any of said operations.

Section 2. Each Establishment shall be required to have a grease and/or lint trap (“Trap”) which fulfill the requirements of these Rules and Regulations and which shall be in compliance with requirements as established by the City of Houston (“CofH”). Specifications and requirements for such Trap shall be as follows:

- A. Each small food Establishment with no fixed seating, including, but not limited to sandwich or coffee shops, donut shops, small bakeries and pastry shops and other small Establishments processing, preparing, or serving food, either individually, bulk or carry out, shall have a Trap constructed pursuant to specifications as set out in CofH Drawing No. 533-S.
- B. Each food Establishment where food is served to customers on premises and where the occupant load is less than 100 occupants, shall have a Trap constructed pursuant to specifications as set out in CofH Drawing No. 534-S.
- C. Each food Establishment where food is served to customers on premises and where the occupant load is more than 100 and less than 300 occupants, shall have a Trap constructed pursuant to specifications as set out in CofH Drawing No. 531-S.
- D. Each food Establishment where food is served to customers on premises and where the occupant load is more than 300 occupants, shall have a Trap designed by a registered professional engineer and submitted to the Engineer for the District for his approval.
- E. Each public car wash and automobile servicing and/or repair establishment of six (6) bays or less shall have a Trap constructed pursuant to specifications as set out in CofH Drawing No. 359-S-1.
- F. Each public car wash and automobile servicing and/or repair establishment of more than six (6) bays shall have a Trap designed by a registered professional engineer and submitted to the Engineer for the District for his approval.

- G. Each public washateria shall have a Trap constructed pursuant to the applicable drawing attached hereto. The drawing and therefore the specifications which are applicable shall be determined by the size of the washateria as follows:
  - (1) For washaterias having 10 or less machines, see CofH Drawing 533-S.
  - (2) For washaterias having 11 to 20 machines, see CofH Drawing 534-S.
  - (3) For washaterias having more than 20 machines, see CofH Drawing 531-S.
- H. Each hair cutting shop shall have a Trap constructed pursuant to specifications as set out in CofH Drawing 533-S.
- I. Any Commercial type laundry shall have a Trap designed by a registered professional engineer and submitted to the Engineer for the District for his approval.

Section 3. Each Establishment shall clean traps periodically as necessary to maintain and be in compliance with standards as set out herein and in any event shall clean such trap not less than once each week if such Trap is designated pursuant to CofH Drawing 534-S or 539-S-1, and not less than once each month if such Trap is designated pursuant to CofH Drawing 533-S or 531-S.

Section 4. Each Establishment subject to the conditions hereof shall:

- A. Maintain a sampling well with easy access for inspectors. The sampling well to be installed per applicable CofH Drawing No. 516-S or 516-S-1.
- B. Maintain records on premises of all gallonage removed from the Trap.
- C. Maintain records on premises of all trip tickets in connection with disposal from the trap.
- D. Make available the records required in Section 4B and C above, to inspectors for the District when requested and as authorized hereinbelow.

Section 5. The District, from time to time as it deems necessary, may have its designated representative inspect any Trap subject hereto, which inspection however shall be during the normal business hours of the Establishment being inspected. During such inspection, the representative shall have the right to inspect the sampling well and take samples therefrom and to inspect all records maintained in connection with the Trap as required herein. The cost of each such inspection shall be charged to the Establishment.

Section 6. No Establishment subject to these Rules and Regulations shall allow a discharge into the sewer system, when such discharge shall consist of more than two hundred (200) milliliters of grease or oil per one (1) liter of discharged water.

## SCHEDULE A

### RATES FOR RESIDENTIAL CUSTOMERS

#### Monthly Water Service Rates (per meter per month)

<u>Gallons</u>	<u>Amount</u>
Minimum 10,000 gallons	\$11.00
10,001 gallons to 20,000 gallons	\$1.25 per 1,000 gallons;
20,001 gallons to 30,000 gallons	\$1.50 per 1,000 gallons;
30,001 gallons to 40,000 gallons	\$1.80 per 1,000 gallons; and
40,001 gallons and above	\$2.50 per 1,000 gallons

Effective July 1, 2014, the District will add a surcharge to the monthly water service rate equal to the groundwater pumpage fee that is charged by the North Harris County Regional Water Authority (the “Authority”), as revised yearly, less \$0.25 per 1,000 gallons of water used. This fee will be a separate line item on the District’s water bills, and will adjust at the same time the fee charged by the Authority changes.

#### Monthly Sewer Service Rates

<u>Gallons</u>	<u>Amount</u>
Minimum 30,000 gallons	\$16.00
30,001 gallons to 40,000 gallons	\$1.00 per 1,000 gallons
40,001 gallons and above	\$2.00 per 1,000 gallons

For any Apartment complex operating within the boundaries of the District, the applicable rates above for sanitary sewer service shall be multiplied by 200% for each apartment unit if the owner of such apartment property complex and related facilities are deemed non-taxable entities for the purpose of paying ad valorem taxes.

RATES FOR HUMBLE ISD SCHOOL CUSTOMERS  
AND COMMUNITY IMPROVEMENT ASSOCIATION CUSTOMERS

Monthly Water Service Rates  
(per meter per month)

<u>Gallons</u>	<u>Amount</u>
Minimum 10,000 gallons	\$10.00
10,001 gallons to 20,000 gallons	\$1.25 per 1,000 gallons;
20,001 gallons to 30,000 gallons	\$1.50 per 1,000 gallons;
30,001 gallons to 40,000 gallons	\$1.80 per 1,000 gallons; and
40,001 gallons and above	\$2.50 per 1,000 gallons

Effective July 1, 2014, the District will add a surcharge to Humble ISD's and the Community Improvement Association's monthly water service rate equal to the groundwater pumpage fee that is charged by the North Harris County Regional Water Authority (the "Authority"), as revised yearly, less \$0.25 per 1,000 gallons of water used. This fee will be a separate line item on the District's water bills, and will adjust at the same time the fee charged by the Authority changes.

Monthly Sewer Service Rates\*

<u>Gallons</u>	<u>Amount</u>
Minimum 30,000 gallons	\$16.00
30,001 gallons to 40,000 gallons	\$1.00 per 1,000 gallons
40,001 gallons and above	\$2.00 per 1,000 gallons

\* As provided in Section IV.C. of this Order, no sanitary sewer charge shall be made for sprinkler system connections.

## RATES FOR COMMERCIAL CUSTOMERS

### Monthly Water Service Rates (per meter per month)

<u>Gallons</u>	<u>Amount</u>
Minimum 10,000 gallons	\$22.00
10,001 to 20,000 gallons	\$2.00 per 1,000 gallons
20,001 to 40,000 gallons	\$3.00 per 1,000 gallons
40,001 and above	\$4.00 per 1,000 gallons

Effective July 1, 2014, the District will add a surcharge to the monthly water service rate equal to the groundwater pumpage fee that is charged by the North Harris County Regional Water Authority (the "Authority"), as revised yearly, less \$0.25 per 1,000 gallons of water used. This fee will be a separate line item on the District's water bills, and will adjust at the same time the fee charged by the Authority changes.

### Monthly Sewer Service Rates

<u>Gallons</u>	<u>Amount</u>
Minimum 10,000 gallons	\$28.00
10,001 gallons and above	\$1.50 per 1,000 gallons

### DELINQUENT LETTER CHARGE

Delinquent Letter charge - \$10.00 per letter

Disconnection of Service Letter Fee - \$10.00 per letter

Door hanger disconnection notification fee - \$10.00 per door hanger

### CHARGES FOR RECONNECTION

Disconnect Fee - \$50.00

Reconnect Fee - \$50.00 (to be paid prior to reconnecting)

Removal of Meter/Reinstallation of Meter - \$100.00 (to be paid prior to reinstallation)

Illegal Connection Fee - \$200.00

### SECURITY DEPOSITS

Application and New Account Set-Up Fee - \$25.00

Homeowner - \$100.00

Renter of residential property - \$200.00

Commercial customer-twice the estimated average monthly usage, as estimated by the District's operator

### RETURNED CHECK CHARGE

Returned check charge - \$35.00

### GREASE AND LINT TRAP INSPECTION FEE

Grease and lint trap inspection fee - \$40.00

\* \* \* \*

**NOTE:** Any health hazard condition such as an ongoing water line leak or an unauthorized sewer discharge (i.e. homeowner sewer back-up discharging onto the ground), will result in termination of water service and the removal of the homeowner's or business' water meter.

**NOTE:** The maintenance of all water and sewer pipes and fittings installed by a builder is the responsibility of the property owner.

# Harris County Municipal Utility District Number 109

## Tax Collector's Report

### Table of Contents

June 30, 2024

Cash Receipts and Disbursements	Page 1
Taxes Receivable Summary	Pages 2-3
Tax Collections Detail	Page 4
Taxes Receivable Detail	Pages 5-6

#### Disbursements for July 16, 2024:

#2439: Ad Valorem Appraisals Inc; TAC Fee-7/2025	\$2,859.84
#2440: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee-6/2024	<u>263.30</u>
Total Disbursements for July 15, 2024	<u>\$3,123.14</u>

Exhibit E

# Harris County Municipal Utility District Number 109

## Tax Collector's Report

Current Period Covered: June 1, 2024 to June 30, 2024

Fiscal Year Beginning: June 1, 2024

<u>Cash Receipts and Disbursements</u>	<u>Current Period</u>	<u>Year to Date</u>
Cash Balance at Beginning of Period	\$200,473.61	\$200,473.61
Collections:		
2023 Tax Collections	17,372.46	17,372.46
2022 Tax Collections	649.79	649.79
Penalty and Interest	2,371.44	2,371.44
Tax Attorney Fees	263.30	263.30
Overpayments	40.82	40.82
Interest Earned	<u>175.42</u>	<u>175.42</u>
Total Collections	20,873.23	20,873.23
Disbursements:		
Tax Assessor-Collector Fee	2,859.84	2,859.84
Tax Attorney Fee	1,539.57	1,539.57
Appraisal District Quarterly Fee	8,637.00	8,637.00
Refund Overpayments	<u>12,060.29</u>	<u>12,060.29</u>
Total Disbursements	<u>25,096.70</u>	<u>25,096.70</u>
Cash Balance at End of Period	<u>\$196,250.14</u>	<u>\$196,250.14</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of June 30, 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	\$3,957,507.70	\$3,845,961.71	111,545.99	97.18%
2022	3,774,182.93	3,743,331.50	30,851.43	99.18%
2021	3,383,108.99	3,369,169.22	13,939.77	99.59%
2020	3,164,583.82	3,152,436.26	12,147.56	99.62%
2019	3,081,590.26	3,070,456.19	11,134.07	99.64%
2018	2,906,869.36	2,899,255.05	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%
Prior Years	<u>10,813,764.63</u>	<u>10,813,764.63</u>	<u>0.00</u>	100.00%
Totals	<u>\$76,070,042.22</u>	<u>\$75,835,767.45</u>	<u>\$234,274.77</u>	<u>99.69%</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Summary as of June 30, 2024

### Tax Roll Information

<u>Year</u>	<u>Taxable Value</u>	<u>Annual Change</u>	<u>Debt Tax Rate</u>	<u>Maintenance Tax Rate</u>	<u>Total Tax Rate</u>	<u>Exemptions</u>
2023	899,443,593	12.01%	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	0.00%	0.62000	0.05000	0.67000	10,000 O/D

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Tax Collections for June, 2024

<u>Property Owner</u>	<u>Account No</u>	<u>Tax Amount</u>	<u>Pen &amp; Int</u>	<u>Atty/Cost</u>	<u>Overpaid</u>	<u>Total Pmt</u>
2023 Tax Collections:						
Various Accounts	29 Accounts	<u>\$17,372.46</u>	<u>\$2,186.96</u>	<u>\$96.44</u>	<u>\$40.82</u>	<u>\$19,696.68</u>
Total 2023 Tax Collections		<u>17,372.46</u>	<u>2,186.96</u>	<u>96.44</u>	<u>40.82</u>	<u>19,696.68</u>
2022 Tax Collections:						
Daluc Corporation	109-142-000-0006	\$428.85	\$120.41	\$109.86	\$0.00	\$659.12
Williams Joshua	138-348-001-0003	<u>220.94</u>	<u>64.07</u>	<u>57.00</u>	<u>0.00</u>	<u>342.01</u>
Total 2022 Tax Collections		<u>\$649.79</u>	<u>\$184.48</u>	<u>\$166.86</u>	<u>\$0.00</u>	<u>\$1,001.13</u>

Summary of Other Collections	<u>\$2,371.44</u>	<u>\$263.30</u>	<u>\$40.82</u>	\$20,697.81
Interest Earnings				<u>175.42</u>
Total Collected during Month				<u>\$20,873.23</u>

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Detail as of June 30, 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
Murray Keiunta L	108-489-000-0011	868.34	795.29	728.43	0.00	0.00
P:Deauquier II Lloyd & Lisa	108-492-000-0031	489.97	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
D: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
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
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
S:Deyle Kurt	111-527-000-0010	797.18	740.13	672.85	611.68	234.17
Rodriguez Gregorio & Maria	111-528-000-0010	707.89	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
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
D:Sanchez Olga	113-142-000-0043	530.39	245.73	0.00	0.00	0.00
Bjornas 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
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
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
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
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
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 Compt	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

# Harris County Municipal Utility District Number 109

## Tax Collector's Report Taxes Receivable Detail as of June 30, 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>
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
Adorn 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:lsmeal 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>
<b>Total Receivable</b>		<b><u>\$30,851.43</u></b>	<b><u>\$13,939.77</u></b>	<b><u>\$12,147.56</u></b>	<b><u>\$11,134.07</u></b>	<b><u>46,554.95</u></b>



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

**Bookkeeper's Report | July 16, 2024**

## **Harris County Municipal Utility District No. 109**



**WEBSITE**

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



**ADDRESS**

1281 Brittmoore Road  
Houston, Texas 77043  
Exhibit F



**CONTACT**

Phone: 713.623.4539  
Fax: 713.629.6859

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## Spotlight On The Components That Make Up Your District's Taxable Value

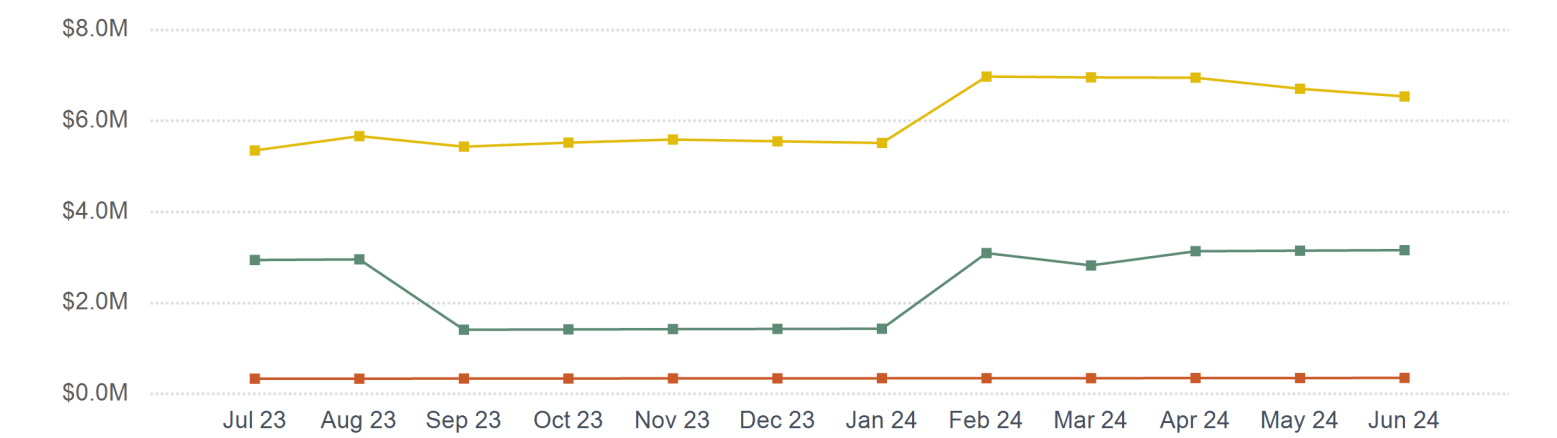
Every year the Appraisal District will assess the new value of your District. The Total Certified Value of your District is the value of everything on the ground within your boundaries before any Exemptions are applied. Next, all Exemptions are applied and subtracted from the Certified Value. The remaining amount is your Taxable Value and the value used to set tax rates that generate tax revenues.



### Account Balance | As of 07/16/2024

	General Operating	Capital Projects	Debt Service
	\$6,281,040	\$352,501	\$3,161,956
Total For All Accounts: \$9,795,498			

### Account Balance By Month | July 2023 - June 2024



# Monthly Financial Summary - General Operating Fund

Harris County MUD No. 109 - GOF



## Account Balance Summary

Balance as of 06/19/2024 **\$6,510,177**

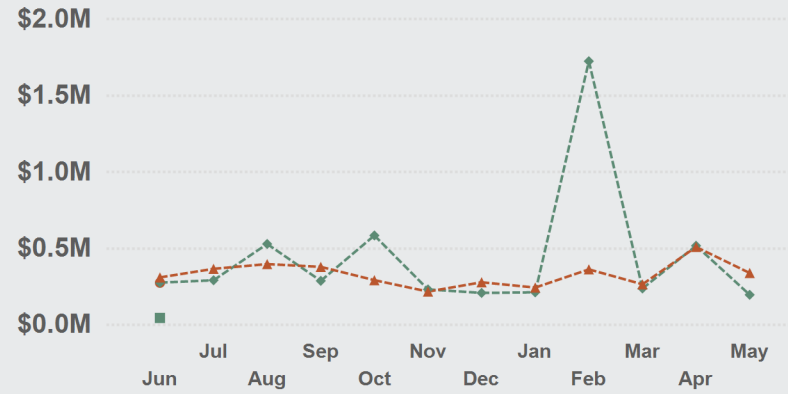
Receipts 304,659

Disbursements (533,796)

Balance as of 07/16/2024 **\$6,281,040**

## Overall Revenues & Expenditures By Month (Year to Date)

Current Year Revenues Prior Year Revenues  
Current Year Expenditures Prior Year Expenditures



## June 2024

### Revenues

Actual	Budget	Over/(Under)
\$46,696	\$335,157	(\$288,461)

### Expenditures

Actual	Budget	Over/(Under)
\$276,917	\$400,742	(\$123,825)

## June 2024 - June 2024 (Year to Date)

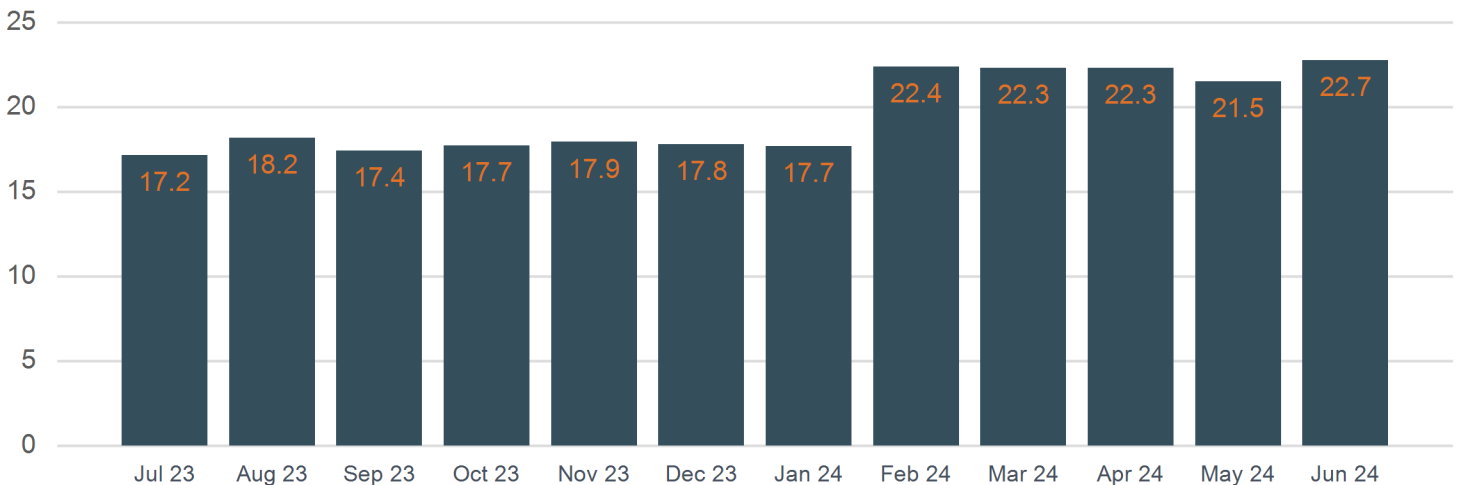
### Revenues

Actual	Budget	Over/(Under)
\$46,696	\$335,157	(\$288,461)

### Expenditures

Actual	Budget	Over/(Under)
\$276,917	\$400,742	(\$123,825)

## 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 06/19/2024** **\$5,858.33**

## Receipts

HC 151 Water Supply	4,485.00
HC MUD #33 - Operator Deposit Error	1,907.20
Interest Earned on Checking	196.55
Sweep from Lockbox Account	189,763.62
Dividend Texas Mutual	173.53
City of Houston - Sales Tax Rebate	7,893.59
Wire Transfer from Money Market	75,000.00

**Total Receipts** **\$279,419.49**

## Disbursements

16797	Brightspeed	Telephone Expense	(900.87)
16798	Centerpoint Energy	Utilities Expense	(260.43)
16799	Cheryl C. Moore	Fees of Office - 07/16/2024	(204.08)
16800	Chris Green	Fees of Office - 07/16/2024	(204.10)
16801	Nancy Frank	Fees of Office - 07/16/2024	(204.10)
16802	Owen H. Parker	Fees of Office - 07/16/2024	(204.09)
16803	Robin Sulpizio	Fees of Office - 07/16/2024	(204.10)
16804	Cheryl C. Moore	Expense	(29.95)
16805	Chris Green	Fees of Office - 07/03, 07/04 & Expense	(472.49)
16806	Nancy Frank	Expense	(86.26)
16807	Owen H. Parker	Fees of Office - 7/1,7/3,7/4,7/11 & Expense	(1,060.47)
16808	Robin Sulpizio	Expense	(65.00)
16809	United States Treasury	Quarterly Payroll Taxes	(777.68)
16810	Madden Family Limited Partnership	Barry Madden - Deposit Refund	(172.39)
16811	Zimmerman Properties, LLC	Zimmerman Properties - Deposit Refund	(503.23)
16812	Atascocita Joint Operations Board	Schedule B & C Costs	(70,605.44)
16813	BGE, Inc.	Engineering Fees	(18,764.55)
16814	CDC Unlimited, LLC	Mowing Expense	(1,464.50)
16815	GFL Environmental	Garbage Expense	(332.00)
16816	Harris County Treasurer	Patrol Services	(20,370.00)
16817	Hudson Energy	Utilities Expense	(10,902.30)
16818	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(6,284.37)
16819	NHCRWA	Water Authority Fees	(77,393.15)
16820	Ninyo & Moore	Barents Dr. Lift Station	(3,505.00)
16821	Norton Rose Fulbright US LLP	Legal Fees	(11,169.17)
16822	Oaks of Atascocita Community Improvement	Security Contribution - HOA	(3,750.00)
16823	Peltier Brothers Construction, LLC	Pay Est. No. 4 - Barents Dr. Lift Station	(36,153.00)
16824	The Texas Network, LLC	Website Expense	(255.00)
16825	Brightspeed	Telephone Expense	(903.46)
16826	Centerpoint Energy	Utilities Expense	0.00
16827	Oaks of Atascocita Community Improvement	Education Material	(1,000.00)

# Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
<b>Disbursements</b>				
Svc Chrg	Central Bank	Service Charge	(25.00)	
<b>Total Disbursements</b>				<b>(\$268,226.18)</b>
<b>Balance as of 07/16/2024</b>				<b>\$17,051.64</b>

# Cash Flow Report - Operator Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 06/19/2024				\$149,235.09
Receipts				
	No Receipts Activity		0.00	
Total Receipts				\$0.00
Disbursements				
Ret Ck	Central Bank	Customer Returned Checks (7)	(800.80)	
Svc Chrg	Central Bank	Service Charge	(5.00)	
Sweep	Harris County MUD 109	Transfer to Checking Account	(189,763.62)	
Total Disbursements				(\$190,569.42)
Balance as of 07/16/2024				(\$41,334.33)

# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



		June 2024			June 2024 - June 2024			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	(1,871)	70,920	(72,791)	(1,871)	70,920	(72,791)	591,000
14102	Surface Water - Reserve	3,484	142,920	(139,436)	3,484	142,920	(139,436)	1,191,000
14103	Capital Contribution Credit-NHC	12,261	12,261	0	12,261	12,261	0	147,135
14105	Connection Fees	0	2,317	(2,317)	0	2,317	(2,317)	27,800
14108	Water Sales to HC 151	1,001	968	33	1,001	968	33	12,500
Total Water Revenue		14,875	229,386	(214,511)	14,875	229,386	(214,511)	1,969,435
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	(1,871)	59,967	(61,838)	(1,871)	59,967	(61,838)	666,300
Total Wastewater Revenue		(1,871)	59,967	(61,838)	(1,871)	59,967	(61,838)	666,300
Property Tax Revenue								
14301	Maintenance Tax Collections	0	0	0	0	0	0	1,831,782
Total Property Tax Revenue		0	0	0	0	0	0	1,831,782
Sales Tax Revenue								
14401	COH Rebate	8,256	8,664	(408)	8,256	8,664	(408)	101,700
Total Sales Tax Revenue		8,256	8,664	(408)	8,256	8,664	(408)	101,700
Tap Connection Revenue								
14501	Tap Connections	0	417	(417)	0	417	(417)	5,000
14502	Inspection Fees	0	875	(875)	0	875	(875)	10,500
Total Tap Connection Revenue		0	1,292	(1,292)	0	1,292	(1,292)	15,500
Administrative Revenue								
14702	Penalties & Interest	0	7,842	(7,842)	0	7,842	(7,842)	94,100
Total Administrative Revenue		0	7,842	(7,842)	0	7,842	(7,842)	94,100
Interest Revenue								
14801	Interest Earned on Checking	197	150	47	197	150	47	1,800
14802	Interest Earned on Temp. Invest	25,240	27,773	(2,534)	25,240	27,773	(2,534)	333,281
Total Interest Revenue		25,436	27,923	(2,487)	25,436	27,923	(2,487)	335,081
Other Revenue								
15801	Miscellaneous Income	0	83	(83)	0	83	(83)	1,000
Total Other Revenue		0	83	(83)	0	83	(83)	1,000
Total Revenues		46,696	335,157	(288,461)	46,696	335,157	(288,461)	5,014,898

## Expenditures

### Water Service

16102 Operations - Water	0	9,992	(9,992)	0	9,992	(9,992)	119,900
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# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



			June 2024		June 2024 - June 2024				
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures									
Water Service									
16105	Maintenance & Repairs - Water	0	26,817	(26,817)	0	26,817	(26,817)	321,800	
16107	Chemicals - Water	0	7,017	(7,017)	0	7,017	(7,017)	84,200	
16108	Laboratory Expense - Water	0	758	(758)	0	758	(758)	9,100	
16109	Mowing - Water	349	1,117	(768)	349	1,117	(768)	13,400	
16110	Utilities - Water	8,474	9,742	(1,268)	8,474	9,742	(1,268)	116,900	
16111	Reconnections	0	925	(925)	0	925	(925)	11,100	
16112	Disconnection Expense	0	375	(375)	0	375	(375)	4,500	
16113	Service Account Collection	0	2,308	(2,308)	0	2,308	(2,308)	27,700	
16114	Telephone Expense - Water	459	433	26	459	433	26	5,200	
16116	Permit Expense - Water	0	0	0	0	0	0	8,000	
16117	TCEQ Regulatory Expense - Water	0	0	0	0	0	0	3,100	
16118	Surface Water Fee	89,654	161,448	(71,794)	89,654	161,448	(71,794)	1,345,400	
Total Water Service		98,936	220,931	(121,996)	98,936	220,931	(121,996)	2,070,300	
Wastewater Service									
16202	Operations - Wastewater	0	2,400	(2,400)	0	2,400	(2,400)	28,800	
16204	Purchase Wastewater Service	38,025	31,642	6,383	38,025	31,642	6,383	379,700	
16205	Maint & Repairs - Wastewater	0	17,733	(17,733)	0	17,733	(17,733)	212,800	
16207	Chemicals - Wastewater	0	33	(33)	0	33	(33)	400	
16208	Laboratory Fees - Wastewater	0	50	(50)	0	50	(50)	600	
16209	Mowing - Wastewater	349	1,025	(676)	349	1,025	(676)	12,300	
16210	Utilities - Lift Station	2,689	2,175	514	2,689	2,175	514	26,100	
16214	Telephone Expense - Wastewater	442	508	(66)	442	508	(66)	6,100	
16217	TCEQ Regulatory Exp-Wastewater	0	0	0	0	0	0	3,100	
Total Wastewater Service		41,505	55,567	(14,062)	41,505	55,567	(14,062)	669,900	
Garbage Service									
16301	Garbage Expense	332	742	(410)	332	742	(410)	8,900	
Total Garbage Service		332	742	(410)	332	742	(410)	8,900	
Storm Water Quality									
16404	Detention Pond Mowing	767	583	184	767	583	184	7,000	
Total Storm Water Quality		767	583	184	767	583	184	7,000	
Tap Connection									
16501	Tap Connection Expense	0	250	(250)	0	250	(250)	3,000	
Total Tap Connection		0	250	(250)	0	250	(250)	3,000	
Administrative Service									
16703	Legal Fees	5,651	7,908	(2,257)	5,651	7,908	(2,257)	94,900	
16705	Auditing Fees	0	0	0	0	0	0	19,500	

# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



			June 2024		June 2024 - June 2024				
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures									
Administrative Service									
16706	Engineering Fees		11,313	6,667	4,646	11,313	6,667	4,646	80,000
16709	Election Expense		1,363	0	1,363	1,363	0	1,363	10,000
16710	Website Expense		255	83	172	255	83	172	1,000
16712	Bookkeeping Fees		5,923	6,380	(457)	5,923	6,380	(457)	58,000
16713	Legal Notices & Other Publ.		0	75	(75)	0	75	(75)	900
16714	Printing & Office Supplies		206	2,583	(2,377)	206	2,583	(2,377)	31,000
16716	Delivery Expense		68	42	26	68	42	26	500
16717	Postage		47	58	(11)	47	58	(11)	700
16718	Insurance & Surety Bond		0	0	0	0	0	0	44,400
16719	AWBD Expense		0	0	0	0	0	0	2,400
16722	Bank Service Charges		30	33	(3)	30	33	(3)	400
16723	Travel Expense		16	33	(17)	16	33	(17)	400
16727	Arbitrage Expense		0	0	0	0	0	0	500
16728	Record Storage Fees		40	50	(10)	40	50	(10)	600
Total Administrative Service			24,913	23,913	1,000	24,913	23,913	1,000	345,200
Security Service									
16801	Security Patrol Expense		24,120	25,325	(1,205)	24,120	25,325	(1,205)	303,900
16802	Security Monitoring		0	1,133	(1,133)	0	1,133	(1,133)	13,600
Total Security Service			24,120	26,458	(2,338)	24,120	26,458	(2,338)	317,500
Payroll Expense									
17101	Payroll Expenses		1,665	2,083	(418)	1,665	2,083	(418)	25,000
Total Payroll Expense			1,665	2,083	(418)	1,665	2,083	(418)	25,000
Other Expense									
17802	Miscellaneous Expense		1,334	292	1,043	1,334	292	1,043	3,500
Total Other Expense			1,334	292	1,043	1,334	292	1,043	3,500
Total Expenditures			193,572	330,820	(137,248)	193,572	330,820	(137,248)	3,450,300
Total Revenues (Expenditures)			(146,876)	4,337	(151,213)	(146,876)	4,337	(151,213)	1,564,598
Other Revenues									
Extra Ordinary Revenue									
15901	Transfer from Operating Reserve		0	0	0	0	0	0	1,099,383
Total Extra Ordinary Revenue			0	0	0	0	0	0	1,099,383
Total Other Revenues			0	0	0	0	0	0	1,099,383

# Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	June 2024			June 2024 - June 2024			
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Other Expenditures							
Capital Outlay							
17901 Capital Outlay							
17901a Capital Outlay - General	0	0	0	0	0	0	50,000
17901b Capital Outlay - AJOB	32,594	20,833	11,760	32,594	20,833	11,760	250,000
17901c WP 1 Well Rehab	1,663	0	1,663	1,663	0	1,663	0
17901d WP 1 Electrical Improvements	0	0	0	0	0	0	250,000
17901e WP 1 GST 1 Replacement	2,000	2,000	0	2,000	2,000	0	1,310,500
17901f HC 46 Water Interconnect	0	0	0	0	0	0	50,000
17901g Manhole Valve Rehab	371	371	0	371	371	0	250,000
17901h LS Wet Well/Piping Rehab	0	0	0	0	0	0	115,000
17901i Fence Replacement	0	0	0	0	0	0	51,000
Total Capital Outlay	36,628	23,204	13,423	36,628	23,204	13,423	2,326,500
17904 Capital Outlay - Barents Dr L/S	46,718	46,718	0	46,718	46,718	0	337,481
Total Capital Outlay	83,345	69,922	13,423	83,345	69,922	13,423	2,663,981
Total Other Expenditures	83,345	69,922	13,423	83,345	69,922	13,423	2,663,981
Total Other Revenues (Expenditures)	(83,345)	(69,922)	(13,423)	(83,345)	(69,922)	(13,423)	(1,564,598)
Excess Revenues (Expenditures)	(230,221)	(65,585)	(164,636)	(230,221)	(65,585)	(164,636)	0

# Balance Sheet as of 06/30/2024

Harris County MUD No. 109 - GOF



## Assets

### Bank

11101 Cash in Bank	\$202,186
11102 Operator	(41,334)

<b>Total Bank</b>	<b>\$160,851</b>
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### Investments

11201 Time Deposits	\$6,380,323
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<b>Total Investments</b>	<b>\$6,380,323</b>
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### Receivables

11301 Accounts Receivable	\$228,239
11303 Maintenance Tax Receivable	101,717
11305 Accrued Interest	15,474
11306 Due From COH	25,656

<b>Total Receivables</b>	<b>\$371,086</b>
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### Interfund Receivables

11403 Due From Tax Account	\$491,837
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<b>Total Interfund Receivables</b>	<b>\$491,837</b>
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### Reserves

11601 Reserve in A.C.P.	\$350,913
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<b>Total Reserves</b>	<b>\$350,913</b>
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### Prepays

11704 Prepaid Security Patrol	\$20,370
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<b>Total Prepays</b>	<b>\$20,370</b>
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## Total Assets

**\$7,775,381**

## Liabilities & Equity

### Liabilities

#### Accounts Payable

12101 Accounts Payable	\$148,690
12102 Payroll Liabilities	778

<b>Total Accounts Payable</b>	<b>\$149,468</b>
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#### Other Current Liabilities

12202 Due to TCEQ	\$2,295
12204 Retainage Payable	42,262

<b>Total Other Current Liabilities</b>	<b>\$44,557</b>
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#### Deferrals

12502 Deferred Taxes	\$101,717
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<b>Total Deferrals</b>	<b>\$101,717</b>
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#### Deposits

12601 Customer Meter Deposits	\$307,639
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Balance Sheet as of 06/30/2024  
Harris County MUD No. 109 - GOF



Liabilities & Equity

Liabilities		
Deposits		
12608 Woodland Hills Annexation		3,845
Total Deposits		\$311,485
Total Liabilities		\$607,226
Equity		
Unassigned Fund Balance		
13101 Unallocated Fund Balance		\$7,398,376
Total Unassigned Fund Balance		\$7,398,376
Net Income		(\$230,221)
Total Equity		\$7,168,155
Total Liabilities & Equity		\$7,775,381

# Monthly Financial Summary - Capital Projects Fund

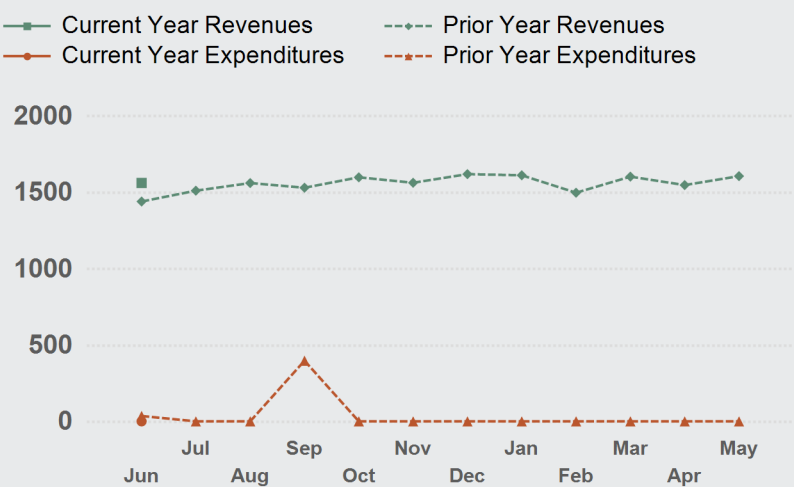
Harris County MUD No. 109 - CPF



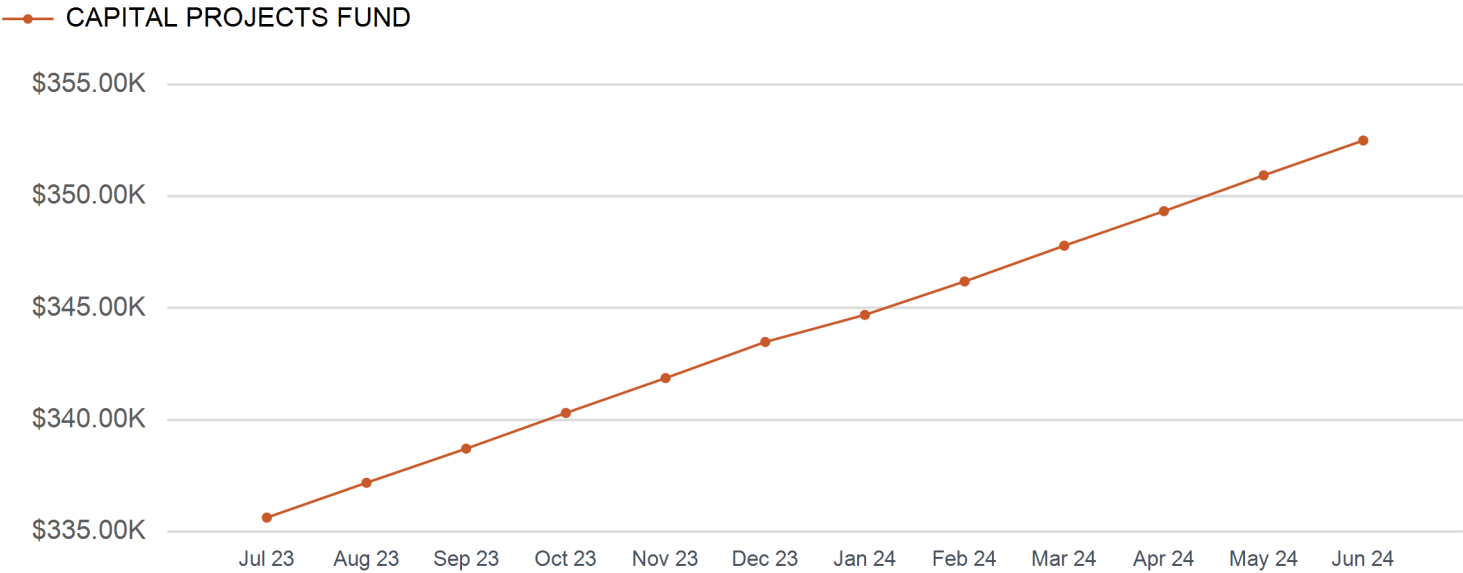
## Account Balance Summary

Balance as of 06/19/2024	\$350,942
Receipts	1,564
Disbursements	(5)
Balance as of 07/16/2024	\$352,501

## Overall Revenues & Expenditures By Month (Year to Date)



## Account Balance By Month | July 2023 - June 2024



# Cash Flow Report - Checking Account

Harris County MUD No. 109 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 06/19/2024				\$125.00
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 07/16/2024				\$120.00

# District Debt Summary as of 07/16/2024

## 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	\$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
<b>Total Due 10/01/2024</b>		<b>\$1,505,000.00</b>	<b>\$282,338.88</b>	<b>\$1,787,338.88</b>

Paying Agent	Series	Principal	Interest	Total
Bank of New York	2021 - Refunding	\$0.00	\$24,900.00	\$24,900.00
Bank of New York	2017 - WS&D	\$0.00	\$170,771.88	\$170,771.88
Regions Bank	2015 - Refunding	\$0.00	\$64,540.80	\$64,540.80
<b>Total Due 04/01/2025</b>		<b>\$0.00</b>	<b>\$260,212.68</b>	<b>\$260,212.68</b>

# Investment Profile as of 07/16/2024

Harris County MUD No. 109

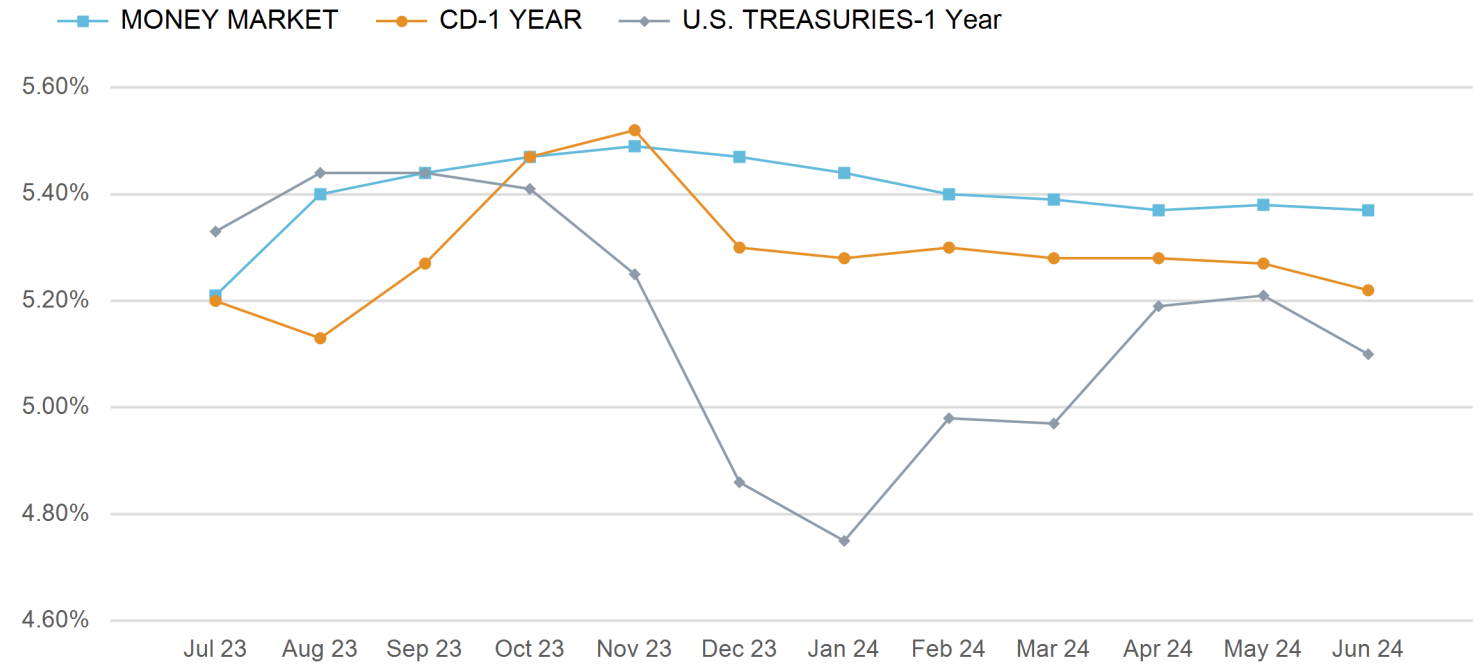


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
<b>Funds Available to Invest</b> \$6,281,040	<b>Funds Available to Invest</b> \$352,501	<b>Funds Available to Invest</b> \$3,161,956	<b>Funds Available to Invest</b> N/A
<b>Funds Invested</b> \$6,305,323	<b>Funds Invested</b> \$352,381	<b>Funds Invested</b> \$3,161,956	<b>Funds Invested</b> N/A
<b>Percent Invested</b> 99%	<b>Percent Invested</b> 99%	<b>Percent Invested</b> 100%	<b>Percent Invested</b> N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.38%	180 Days	5.34%	180 Days	5.28%
		270 Days	5.27%	270 Days	5.28%
		1 Yr	5.21%	1 Yr	5.00%
		13 Mo	5.09%	13 Mo	N/A
		18 Mo	4.43%	18 Mo	5.00%
		2 Yr	2.06%	2 Yr	5.61%

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

## Investment Rates Over Time (By Month) | July 2023 - June 2024



# Account Balance as of 07/16/2024

## Harris County MUD No. 109 - Investment Detail



### FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Certificates of Deposit</b>					
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	
THIRD COAST BANK, SSB (XXXX1280)	03/26/2024	03/26/2025	5.50%	235,000.00	
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0001)	03/22/2017		5.44%	5,600,322.85	
<b>Checking Account(s)</b>					
CENTRAL BANK - CHECKING (XXXX1891)			0.00%	17,051.64	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00%	(41,334.33)	Operator
<b>Totals for General Operating Fund</b>				<b>\$6,281,040.16</b>	

### FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0002)	03/22/2017		5.44%	352,381.41	Series 2017
<b>Checking Account(s)</b>					
CENTRAL BANK - CHECKING (XXXX1875)			0.00%	120.00	Checking Account
<b>Totals for Capital Projects Fund</b>				<b>\$352,501.41</b>	

### FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Certificates of Deposit</b>					
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	
<b>Money Market Funds</b>					
TEXAS CLASS (XXXX0003)	03/22/2017		5.44%	2,691,955.96	
<b>Totals for Debt Service Fund</b>				<b>\$3,161,955.96</b>	
<b>Grand Total for Harris County MUD No. 109 :</b>				<b>\$9,795,497.53</b>	

# Capital Projects Fund Breakdown

Harris County Municipal Utility District No. 109

As of Date 07/16/2024

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## Net Proceeds for All Bond Issues

### Receipts

Bond Proceeds - Series 2017	\$12,100,000.00
Interest Earnings - Series 2017	278,182.41

### Disbursements

Disbursements - Series 2017	(\$12,025,681.00)
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<b>Total Cash Balance</b>	<b>\$352,501.41</b>
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## Balances by Account

Central Bank - Checking	\$120.00
TX Class - Series 2017	352,381.41

<b>Total Cash Balance</b>	<b>\$352,501.41</b>
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## Balances by Bond Series

Bond Proceeds - Series 2017	\$352,501.41
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<b>Total Cash Balance</b>	<b>\$352,501.41</b>
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## Remaining Costs/Surplus By Bond Series

Proposed Water Well No. 1 Rehab	\$352,501.41
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<b>Total Surplus &amp; Interest Balance</b>	<b>\$352,501.41</b>
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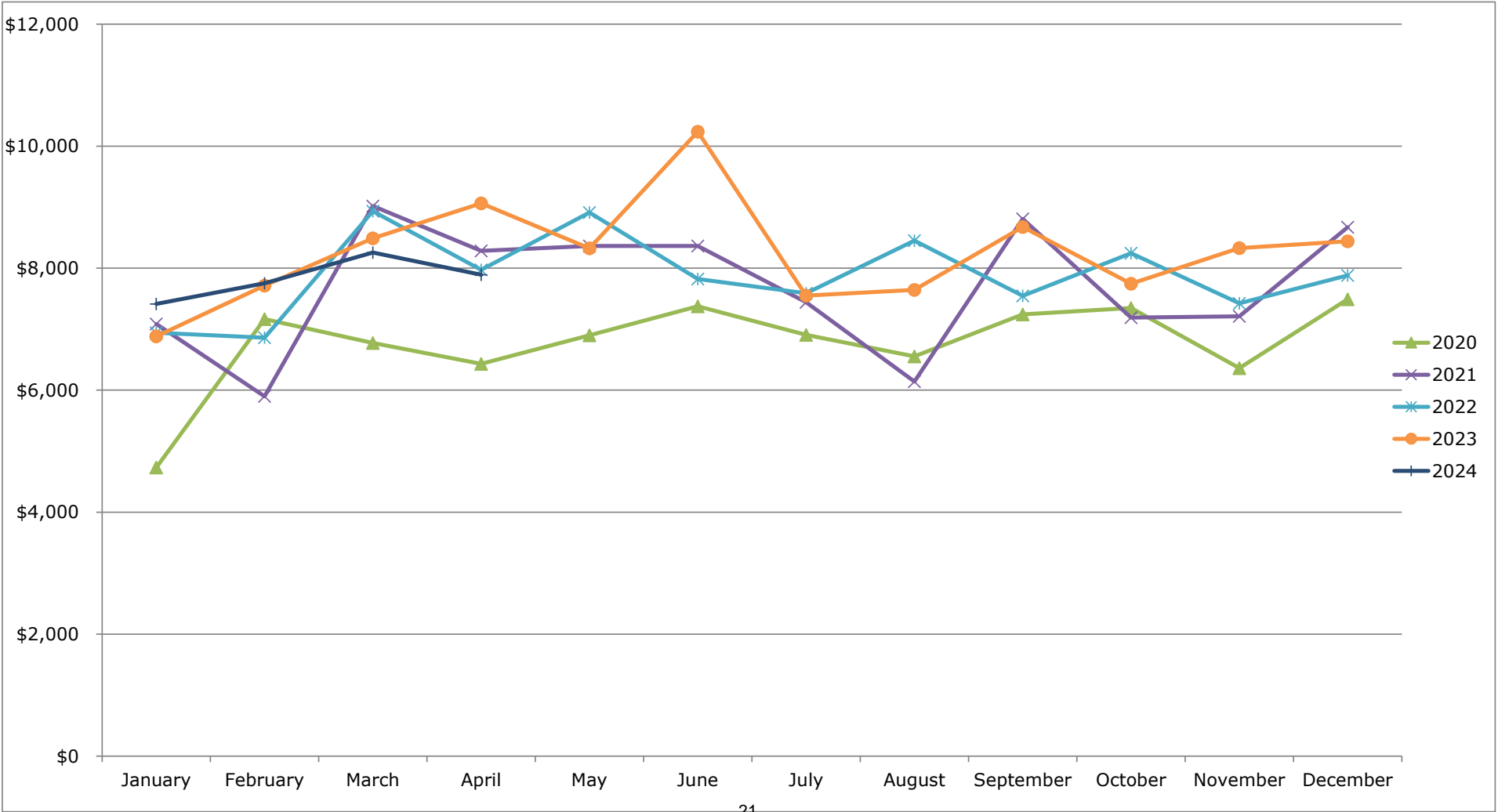
<b>Total Remaining Costs/Surplus</b>	<b>\$352,501.41</b>
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# Sales Tax Revenue History

Harris County MUD No. 109

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
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	\$8,440	\$99,092
2024	\$7,414	\$7,751	\$8,256	\$7,894									
Total	\$51,209	\$53,315	\$63,994	\$54,252	\$52,585	\$54,592	\$46,710	\$46,572	\$51,122	\$50,235	\$46,125	\$52,830	\$592,227



# Annexation

## Harris County MUD No. 109 - GOF

Date	Num	Name	Memo	Debit	Credit	Balance
<b>12606 · Zimmerman Properties - 9 acre</b>						
07/14/2022	Recpt		Zimmerman Feasibility		5,000.00	5,000.00
09/30/2022	9-221757	BGE, Inc.	Zimmerman Tract Feasibility Study	4,496.77		503.23
06/30/2024	Annexation	Zimmerman Properties, LLC	Zimmerman Properties - Deposit	503.23		0.00
Total 12606 · Zimmerman Properties - 9 acre				5,000.00	5,000.00	0.00
<b>12607 · Madden Tract</b>						
07/21/2022	Rcpt		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
06/30/2024	Madden Tract	Madden Family Limited Partnership	Barry Madden Annexation	172.39		0.00
Total 12607 · Madden Tract				5,000.00	5,000.00	0.00
<b>12608 · Woodland Hills Annexation</b>						
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 Stu...	1,185.17		3,814.83
09/28/2023	Rcpts		Woodlands Hills Annexation Deposit #2		5,000.00	8,814.83
09/30/2023	9-230188	BGE, Inc.	Woodland Hills Multi-Family Feasibility Stu...	1,146.88		7,667.95
10/31/2023	10-230410	BGE, Inc.	Woodland Hills Multi-Family Feasibility Stu...	432.82		7,235.13
11/30/2023	11-230332	BGE, Inc.	Woodland Hills Multi-Family Feasibility Stu...	865.63		6,369.50
01/31/2024	1-240378	BGE, Inc.	Woodland Hills Multi-Family Feasibility Stu...	35.55		6,333.95
04/30/2024	4-240226	BGE, Inc.	Woodland Hills Multi-Family Feasibility Stu...	1,333.95		5,000.00
05/31/2024	5-241068	BGE, Inc.	Woodland Hills Multi-Family Feasibility Stu...	779.68		4,220.32
06/30/2024	2071	BGE, Inc.	Woodland Hills Multi-Family Feasibility Stu...	375.00		3,845.32
Total 12608 · Woodland Hills Annexation				6,154.68	10,000.00	3,845.32
<b>TOTAL</b>				<b>45,791.55</b>	<b>49,636.87</b>	<b>3,845.32</b>

# Cash Flow Forecast

Harris County MUD 109

	5/25	5/26	5/27	5/28	5/29
Assessed Value	\$890,078,909	\$890,078,909	\$890,078,909	\$890,078,909	\$890,078,909
Maintenance Tax Rate	\$0.210	\$0.210	\$0.210	\$0.210	\$0.210
Maintenance Tax	\$1,831,782	\$1,831,782	\$1,831,782	\$1,831,782	\$1,831,782
% Change in Water Rate		1.00%	1.00%	1.00%	1.00%
% Change in Wastewater Rate		3.00%	3.00%	3.00%	3.00%
% Change in NHCRWA		10.00%	10.00%	10.00%	10.00%
% Change in Expenses		5.00%	5.00%	5.00%	5.00%
<b>Beginning Cash Balance 5-31-2024</b>	<b>\$6,709,815</b>	<b>\$5,610,432</b>	<b>\$6,059,985</b>	<b>\$6,648,183</b>	<b>\$6,463,407</b>
<b>Revenues</b>					
Maintenance Tax	\$1,831,782	\$1,831,782	\$1,831,782	\$1,831,782	\$1,831,782
Water Revenue	591,000	596,910	602,879	608,908	614,997
Wastewater Revenue	666,300	686,289	706,878	728,084	749,927
NHCRWA Revenue	1,191,000	1,310,100	1,441,110	1,585,221	1,743,743
Other	734,816	771,557	810,135	850,641	893,173
<b>Total Revenues</b>	<b>\$5,014,898</b>	<b>\$5,196,638</b>	<b>\$5,392,784</b>	<b>\$5,604,637</b>	<b>\$5,833,622</b>
<b>Expenses</b>					
NHCRWA	\$1,345,400	\$1,479,940	\$1,627,934	\$1,790,727	\$1,969,800
Other Expenses	2,104,900	2,210,145	2,320,652	2,436,685	2,558,519
<b>Total Expenses</b>	<b>\$3,450,300</b>	<b>\$3,690,085</b>	<b>\$3,948,586</b>	<b>\$4,227,412</b>	<b>\$4,528,319</b>
<b>Net Surplus</b>	<b>\$1,564,598</b>	<b>\$1,506,553</b>	<b>\$1,444,198</b>	<b>\$1,377,224</b>	<b>\$1,305,303</b>
<b>Capital Outlay</b>					
Capital Outlay	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Capital Outlay - AJOB	250,000	250,000	250,000	250,000	250,000
WP 1 Electrical Improvements	250,000	0	0	0	0
WP 1 Booster Pump Replacement	0	0	136,000	136,000	0
WP 1 GST 1 Replacement	1,310,500	0	0	0	0
WP 1 Chloramine Conversion	0	0	0	299,000	0
WP 2 Well Rehab & Motor Replacement	0	327,000	0	0	0
WP 2 Chloramine Conversion	0	0	0	299,000	0
L/S Wet Well and Piping Rehabilitation	115,000	275,000	246,000	0	0
L/S Submersive Pump Replacement	0	115,000	49,000	49,000	0
L/S Fence Replacement	51,000	40,000	0	0	0
Wastewater Collection System	0	0	0	236,000	0
Manhole Valve Rehab	250,000	0	0	0	0
HC46 Water Interconnect	50,000	0	0	0	0
Sewer System Cleaning and Televisin	0	0	0	118,000	0
Barents Dr. Lift Station	337,481	0	0	0	0
Developer Reimbursement	0	0	125,000	125,000	125,000
<b>Total Capital Outlay</b>	<b>\$2,663,981</b>	<b>\$1,057,000</b>	<b>\$856,000</b>	<b>\$1,562,000</b>	<b>\$425,000</b>
<b>Construction Surplus</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Ending Cash Balance</b>	<b>\$5,610,432</b>	<b>\$6,059,985</b>	<b>\$6,648,183</b>	<b>\$6,463,407</b>	<b>\$7,343,710</b>
<b>Operating Reserve % of Exp</b>					
Percentage	163%	164%	168%	153%	162%
Number of Months	20	20	20	18	19
<b>Bond Authority</b>					
Remaining Bonding Capacity - \$12,950,000					
Maintenance Tax Rate Cap - \$1.00					

# 2025 AWBD Midwinter Conference

Harris County Municipal Utility District No. 109

**Friday, January 24 - Saturday, January 25, 2025**

JW Marriott, Austin, 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				N/A
Robin Sulpizio				N/A

## Note

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

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

All hotel reservations are the sole responsibility of each attendee.

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

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

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

## Registration Dates

Early Registration:	Begins	7/3/2024	\$390
Regular Registration:	Begins	7/25/2024	\$440
Late Registration	Begins	12/12/2024	\$540

## Cancellation Policy

All cancellations must be made in writing.

A \$50.00 administrative fee is assessed for each conference registration cancelled on or before 12/11/24.

There will be no refunds after 12/11/24.

## 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.



# Harris County Municipal Utility District No. 109 Quarterly Investment Inventory Report Period Ending May 31, 2024

## BOARD OF DIRECTORS

Harris County Municipal  
Utility District No. 109

Attached is the Quarterly Investment Inventory Report for the  
Period ending May 31, 2024.

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

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

Mark M. Burton  
(Investment Officer)

Ghia Lewis  
(Investment Officer)

## COMPLIANCE TRAINING

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

## INVESTMENT OFFICERS

Mark M. Burton

Ghia Lewis

## CURRENT TRAINING

November 27, 2015 (Texpool Academy 10 Hours)  
December 26, 2017 (Texpool Academy 10 Hours)  
January 9, 2020 (TexPool Academy 12 Hours)  
December 31, 2021 (Texpool Academy 10 Hours)  
December 16, 2023 (Texpool Academy 10 Hours)

November 5, 2015 (Texpool Academy 10 Hours)  
November 6, 2017 (Texpool Academy 10 Hours)  
November 5, 2019 (Texpool Academy 10 Hours)  
December 28, 2021 (Texpool Academy 10 Hours)  
December 26, 2023 (Texpool Academy 10 Hours)

Harris County MUD No. 109

Summary of Money Market Funds

03/01/2024 - 05/31/2024

Fund: Operating						
Financial Institution: TEXAS CLASS						
Account Number: XXXX0001    Date Opened: 03/22/2017    Current Interest Rate: 5.42%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2024		5,963,331.57				
03/19/2024	To Checking			(42,000.00)		
03/28/2024	THIRD CD XXXX1280 INTEREST		6,408.86			
03/31/2024					27,617.01	
04/16/2024	To Checking			(315,000.00)		
04/30/2024					25,895.33	
04/30/2024	Tax		274,447.50			
05/21/2024	To Checking			(297,500.00)		
05/31/2024					26,882.81	
Totals for Account XXXX0001:		\$5,963,331.57	\$280,856.36	(\$654,500.00)	\$80,395.15	\$5,670,083.08
Totals for Operating Fund:		\$5,963,331.57	\$280,856.36	(\$654,500.00)	\$80,395.15	\$5,670,083.08

Methods Used For Reporting Market Values

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

Harris County MUD No. 109

Summary of Money Market Funds

03/01/2024 - 05/31/2024

Fund: Capital Projects						
Financial Institution: TEXAS CLASS						
Account Number: XXXX0002    Date Opened: 03/22/2017    Current Interest Rate: 5.42%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2024		346,053.06				
03/31/2024					1,605.35	
04/30/2024					1,550.21	
05/31/2024					1,608.78	
Totals for Account XXXX0002:		\$346,053.06			\$4,764.34	\$350,817.40
Totals for Capital Projects Fund:		\$346,053.06			\$4,764.34	\$350,817.40

Methods Used For Reporting Market Values

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

Harris County MUD No. 109

Summary of Money Market Funds

03/01/2024 - 05/31/2024

Fund: Debt Service						
Financial Institution: TEXAS CLASS						
Account Number: XXXX0003		Date Opened: 03/22/2017	Current Interest Rate: 5.42%			
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
03/01/2024		2,626,933.72				
03/28/2024	BOND PAYMENT REGIONS FINANCE			(67,392.00)		
03/28/2024	BOND PAYMENT BONY			(214,946.89)		
03/31/2024					12,017.90	
04/30/2024	Tax Transfer		300,552.50			
04/30/2024					10,552.74	
05/31/2024					12,289.97	
Totals for Account XXXX0003:		\$2,626,933.72	\$300,552.50	(\$282,338.89)	\$34,860.61	\$2,680,007.94
Totals for Debt Service Fund:		\$2,626,933.72	\$300,552.50	(\$282,338.89)	\$34,860.61	\$2,680,007.94

Methods Used For Reporting Market Values

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

Harris County MUD No. 109															
Summary of Certificates of Deposit with Money Market															
03/01/2024 - 05/31/2024															
Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Operating															
Certificates of Deposit															
CADENCE BANK	XXXX3093	11/30/23	09/25/24	235,000.00	0.00	0.00	0.00	0.00	235,000.00	5.50%	3,257.80	0.00	0.00	0.00	6,480.19
WT FROM TXCLASS XXXX0001															
THIRD COAST BANK, SSB	XXXX1280	09/26/23	03/25/24	235,000.00	0.00	0.00	0.00	235,000.00	0.00	5.50%	5,559.51	6,408.86	0.00	6,408.86	0.00
Rolled over FROM CD XXXX7948															
THIRD COAST BANK, SSB	XXXX1280	03/26/24	03/26/25	0.00	0.00	235,000.00	0.00	0.00	235,000.00	5.50%	0.00	0.00	0.00	0.00	2,337.11
WALLIS BANK	XXXX4307	11/30/23	11/30/24	235,000.00	0.00	0.00	0.00	0.00	235,000.00	5.65%	3,346.65	0.00	0.00	0.00	6,656.93
WT FROM TXCLASS XXXX0001															
Totals for Operating Fund:				705,000.00	0.00	235,000.00	0.00	235,000.00	705,000.00	N/A	12,163.96	6,408.86	0.00	6,408.86	\$15,474.23
Beginning Balance:		\$705,000.00				Interest Earned:				\$6,408.86					
Plus Principal From Cash:		\$0.00				Less Beg Accrued Interest:				\$12,163.96					
Less Principal Withdrawn:		\$0.00				Plus End Accrued Interest:				\$15,474.23					
Plus Interest Reinvested:		\$0.00				Fixed Interest Earned:				\$9,719.13					
Fixed Balance:		\$705,000.00				MM Interest Earned:				\$80,395.15					
MM Balance:		\$5,670,083.08				Total Interest Earned:				\$90,114.28					
Total Balance:		\$6,375,083.08													

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest

Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing

Public Fund Investment Pool/MM Accounts: Balance = Book Value = Current Market

Harris County MUD No. 109

Summary of Certificates of Deposit with Money Market

03/01/2024 - 05/31/2024

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Capital Projects															
Totals for Capital Projects Fund:				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Beginning Balance:	\$0.00								\$0.00						
Plus Principal From Cash:	\$0.00								\$0.00						
Less Principal Withdrawn:	\$0.00								\$0.00						
Plus Interest Reinvested:	\$0.00								\$0.00						
Fixed Balance:	\$0.00								\$0.00						
MM Balance:	\$350,817.40								\$4,764.34						
Total Balance:	\$350,817.40								\$4,764.34						

Methods Used For Reporting Market Values

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

Harris County MUD No. 109

Summary of Certificates of Deposit with Money Market

03/01/2024 - 05/31/2024

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Debt Service Certificates of Deposit															
CADENCE BANK - DEBT	XXXX1385	12/01/23	08/27/24	235,000.00	0.00	0.00	0.00	0.00	235,000.00	5.50%	3,222.40	0.00	0.00	0.00	6,444.79
WT FROM TXCLASS XXXX0003															
THIRD COAST BANK-DEBT	XXXX3518	12/01/23	08/27/24	235,000.00	0.00	0.00	0.00	0.00	235,000.00	5.50%	3,222.40	0.00	0.00	0.00	6,444.79
WT FROM TXCLASS XXXX0003															
Totals for Debt Service Fund:				470,000.00	0.00	0.00	0.00	0.00	470,000.00	N/A	6,444.80	0.00	0.00	0.00	\$12,889.58
Beginning Balance:	\$470,000.00						Interest Earned:				\$0.00				
Plus Principal From Cash:	\$0.00						Less Beg Accrued Interest:				\$6,444.80				
Less Principal Withdrawn:	\$0.00						Plus End Accrued Interest:				\$12,889.58				
Plus Interest Reinvested:	\$0.00						Fixed Interest Earned:				\$6,444.78				
Fixed Balance:	\$470,000.00						MM Interest Earned:				\$34,860.61				
MM Balance:	\$2,680,007.94						Total Interest Earned:				\$41,305.39				
Total Balance:	\$3,150,007.94														
Totals for District:				1,175,000.00	0.00	235,000.00	0.00	235,000.00	1,175,000.00	N/A	18,608.76	6,408.86	0.00	6,408.86	\$28,363.81

Methods Used For Reporting Market Values

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

Harris County MUD No. 109

Detail of Pledged Securities

03/01/2024 - 05/31/2024

Financial Institution: CENTRAL BANK - CHECKING									
Security: FHLB CUSIP: 44244CXW2	Par Value:	35,000.00	Maturity Date:	11/15/2032	Pledged:	01/18/2022	Released:	04/16/2024	Amount Released: 35,000.00
	Date	Value							
	03/31/2024	29,295.78							
Security: FHLB CUSIP: 613711HF0	Par Value:	93,500.00	Maturity Date:	03/01/2028	Pledged:	04/15/2024	Released:	05/13/2024	Amount Released: 93,500.00
	Date	Value							
	04/30/2024	89,894.84							
Security: FHLB CUSIP: 685253PW0	Par Value:	141,000.00	Maturity Date:	02/01/2028	Pledged:	04/16/2024	Released:	05/13/2024	Amount Released: 141,000.00
	Date	Value							
	04/30/2024	144,624.09							
Security: FHLB CUSIP: 7342606R8	Par Value:	58,000.00	Maturity Date:	10/01/2038	Pledged:	01/12/2024	Released:	04/16/2024	Amount Released: 58,000.00
	Date	Value							
	03/31/2024	59,166.53							
Security: Letter of Credit/FHLB-Dal CUSIP: 10024686	Par Value:	53,000.00	Maturity Date:	06/06/2024	Pledged:	05/16/2024	Released:	06/06/2024	Amount Released: 53,000.00
	Date	Value							
	05/31/2024	53,000.00							

Methods Used For Reporting Market Values

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



## ENGINEERING REPORT

July 16, 2024

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

**From:** Bill Kotlan, P.E., Christopher A. Meinhardt, P.E.  
District Engineer

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

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

No change this month.

**b. Barents Drive Lift Station**

Force main and manholes have been installed. Concrete forms and rebar for slab around lift station in place.

**Action Item: Pay Estimate No. 4 is recommended in the amount of \$36,153.00.**

**c. Water Plant No. 2**

The site passed Harris County inspection on June 12, 2024. Please see attached email from Harris County.

**d. Wastewater Treatment Plant**

We are currently researching hard copies of record drawings to help our Structural team better assess the belt press building structure.

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

**f. Capital Improvement Plan:**

We are currently working on 2025 adopted budget CIP projects.

**g. Lift Station No. 3 Rehabilitation/Fence Replacement (2025 CIP Project)**

Please see attached for proposal, two options for preliminary construction cost estimate.

**Action Item: Board Approval for Proposal for Lift Station No. 3 Rehabilitation/Fence Replacement**

**h. Water Plant No. 1 Ground Storage Tank Replacement**

Construction plans approximately 50% complete.

**i. Water Plant No. 1 Water Well Rehabilitation:**

Construction plans approximately 95% complete.

**Action Item: Board Authorization to Advertise and Bid Project.**

**j. Woodland Hills Tract:**

Letter of No Objection was sent to the Developer's Engineer on July 10, 2024.



June 26, 2024

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

Attention: Cory Burton

Re: **Pay Estimate No. 4**  
Harris County MUD 109  
Barents Drive Lift Station  
BGE Job No. 7528-10

Dear Mr. Burton:

Enclosed herewith is **Pay Estimate No. 4** from Peltier Brothers Construction, LLC for work performed on the referenced project for the period indicated. I have reviewed the quantities completed and submitted for payment, and recommend that this estimate be processed for payment. The enclosed estimate is for your further handling and processing.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary L. Goessler", is written over a light blue circular stamp.

Gary L. Goessler, PE  
Project Manager, Construction Management

TBPE Registration No. F-1046

cc: Kyle Hope – Peltier Brothers Construction, LLC  
Will Peltier – Peltier Brothers Construction, LLC  
Dimitri Millas – Norton Rose Fulbright US LLP  
Brenda Presser – Norton Rose Fulbright US LLP  
Bill Kotlan, PE – BGE  
Chris Meinhardt, PE – BGE  
Lizanne Douglas, PE – BGE  
Aaron Orozco, PE – BGE

**Barents Drive Lift Station**

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

Attention: Cory Burton

Contractor: Peltier Brothers Construction, LLC  
10727 Peltier Lane  
Houston, Texas 77064

Attention: Kyle Hope

Pay Estimate No.	4
Original Contract Amount:	\$ 701,970.00
Change Orders:	\$ -
Current Contract Amount:	\$ 701,970.00
Completed to Date:	\$ 422,620.00
Retainage 10%	\$ 42,262.00
Balance:	\$ 380,358.00
Less Previous Payments:	\$ 344,205.00
Current Payment Due:	\$ 36,153.00

BGE Job No.	7528-10
Estimate Period:	05/26/24 - 06/25/24
Contract Date:	December 18, 2023
Notice to Proceed:	February 12, 2024
Contract Time:	300 Calendar Days
Time Charged:	134 Calendar Days
Requested Time Extensions:	0 Calendar Days
Approved Extensions:	0 Calendar Days
Time Remaining:	166 Calendar Days

Recommended for Approval:



06/26/2024

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

Harris County MUD No. 109  
 Barents Drive Lift Station  
 BGE Job No. 7528-10  
 Pay Estimate No. 4

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b><u>UNIT A: BASE BID ITEMS</u></b>											
1.	Mobilization; Demobilization; and Insurance	1.00	LS	\$ 25,000.00	\$ 25,000.00	0.00	\$ -	0.75	\$ 18,750.00	0.75	\$ 18,750.00
2.	Construction of Lift Station, required in the drawings and specifications including but not limited to construction of reinforced concrete wet well, wet well lining coating, dewatering and ground water control, reinforced concrete valve slab, excavation and disposal of soil, hatches, E/One Grinder Pumps, piping, fittings, valves, thrust blocks, pipe supports and all appurtenances; in accordance with the plans and specifications. Complete in Place.										
	Receive Forms	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	1.00	\$ 7,500.00	1.00	\$ 7,500.00
	Purchase and Receive Rebar	1.00	LS	\$ 8,500.00	\$ 8,500.00	0.00	\$ -	1.00	\$ 8,500.00	1.00	\$ 8,500.00
	Set Inside Forms Lift #1	1.00	LS	\$ 18,500.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00	1.00	\$ 18,500.00
	Form Cutting Edge	1.00	LS	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	1.00	\$ 7,000.00
	Reinforce Lift #1	1.00	LS	\$ 16,000.00	\$ 16,000.00	0.00	\$ -	1.00	\$ 16,000.00	1.00	\$ 16,000.00
	Install Influent Blockout	1.00	LS	\$ 6,500.00	\$ 6,500.00	0.00	\$ -	1.00	\$ 6,500.00	1.00	\$ 6,500.00
	Install Wall Ties Lift #1	1.00	LS	\$ 10,200.00	\$ 10,200.00	0.00	\$ -	1.00	\$ 10,200.00	1.00	\$ 10,200.00
	Set Outside Forms Lift #1	1.00	LS	\$ 18,500.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00	1.00	\$ 18,500.00
	Pour Lift #1	1.00	LS	\$ 36,200.00	\$ 36,200.00	0.00	\$ -	1.00	\$ 36,200.00	1.00	\$ 36,200.00
	Wreck Forms Lift #1	1.00	LS	\$ 13,000.00	\$ 13,000.00	0.00	\$ -	1.00	\$ 13,000.00	1.00	\$ 13,000.00
	Excavate Lift #1	1.00	LS	\$ 37,000.00	\$ 37,000.00	0.00	\$ -	1.00	\$ 37,000.00	1.00	\$ 37,000.00
	Set Inside Forms Lift #2	1.00	LS	\$ 18,500.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00	1.00	\$ 18,500.00
	Reinforce Lift #2	1.00	LS	\$ 16,000.00	\$ 16,000.00	0.00	\$ -	1.00	\$ 16,000.00	1.00	\$ 16,000.00

Harris County MUD No. 109  
 Barents Drive Lift Station  
 BGE Job No. 7528-10  
 Pay Estimate No. 4

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
	Install Wall Ties Lift #2	1.00	LS	\$ 10,200.00	\$ 10,200.00	0.00	\$ -	1.00	\$ 10,200.00	1.00	\$ 10,200.00
	Set Outside Forms Lift #2	1.00	LS	\$ 18,500.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00	1.00	\$ 18,500.00
	Pour Lift #2	1.00	LS	\$ 37,100.00	\$ 37,100.00	0.00	\$ -	1.00	\$ 37,100.00	1.00	\$ 37,100.00
	Wreck Forms Lift #2	1.00	LS	\$ 13,000.00	\$ 13,000.00	0.00	\$ -	1.00	\$ 13,000.00	1.00	\$ 13,000.00
	Excavate Lift #2	1.00	LS	\$ 37,000.00	\$ 37,000.00	0.00	\$ -	1.00	\$ 37,000.00	1.00	\$ 37,000.00
	Pour Seal Slab	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	1.00	\$ 4,000.00
	Reinforce and Pour Structural Bottom Slab	1.00	LS	\$ 19,000.00	\$ 19,000.00	0.00	\$ -	1.00	\$ 19,000.00	1.00	\$ 19,000.00
	Set Base Elbows	1.00	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00
	Install Riser Pipes Inside of Wet Well	1.00	LS	\$ 17,000.00	\$ 17,000.00	1.00	\$ 17,000.00	0.00	\$ -	1.00	\$ 17,000.00
	Form, Reinforce, Pour Valve Pad	1.00	LS	\$ 12,500.00	\$ 12,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install PVF on Valve Pad	1.00	LS	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Form and Reinforce Top Slab	1.00	LS	\$ 28,000.00	\$ 28,000.00	0.00	\$ -	0.25	\$ 7,000.00	0.25	\$ 7,000.00
	Set Hatch in Top Slab	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Pour Top Slab	1.00	LS	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Concrete Coatings Inside of Wet Well	1.00	LS	\$ 5,400.00	\$ 5,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Pipe, Valves and Fittings Coatings	1.00	LS	\$ 4,800.00	\$ 4,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Purchase and Install Pumps	1.00	LS	\$ 55,000.00	\$ 55,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Influent Tie in to Wet Well	1.00	LS	\$ 1,700.00	\$ 1,700.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Startup	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Pump O&M	1.00	LS	\$ 2,600.00	\$ 2,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109

Barents Drive Lift Station

BGE Job No. 7528-10

Pay Estimate No. 4

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
3.	Site work including but not limited to reinforced concrete paving, cement stabilized sand subgrade, sanitary sewer, manholes, force main, fence with gate, bollards, site grading and drainage, stormwater pollution control, dewatering and ground water control; all depths; in accordance with the plans and specifications. Complete in Place.										
	4' Diameter Manholes installation	1.00	LS	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00
	8" Gravity Sewer Installation	1.00	LS	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00
	Excavate for Driveway	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Stabilize Driveway	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Reinforce Driveway	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Pour Driveway	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install Fence and Gates	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install Bollards	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	4" Buried Force Main within easement, including bends, fittings, dewatering and ground water control, and connection to Existing Stub-Out; all depths; in accordance with the plans and specifications. Complete in Place.										
	4" Force Main Installation w/in Easement	1.00	LS	\$ 15,170.00	\$ 15,170.00	1.00	\$ 15,170.00	0.00	\$ -	1.00	\$ 15,170.00
	Force Main Tie-in	1.00	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00

Harris County MUD No. 109

Barents Drive Lift Station

BGE Job No. 7528-10

Pay Estimate No. 4

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
5.	Electrical System, including but not limited to installation of all electrical equipment associated with proposed lift station including controls, control panel w/ pad, yard light, transducer, conduits, ground well, duct banks, junction boxes, service pole, drop w/ meter disconnect, service disconnect, surge protector, manual transfer switch, and all appurtenances; in accordance with the plans and specifications. Complete in Place.										
	Electrical Rough In Top Slab	1.00	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Electrical Rough In Control Panel Pad	1.00	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Electrical Underground Duct Banks	1.00	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install Electrical Service Rack	1.00	LS	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Control Panel Pad Form, Reinforce, Pour	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install Yard Light Foundation	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install Yard Light	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install Ground Wells and Grounding	1.00	LS	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install Junction Boxes	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install Manual Transfer Switch	1.00	LS	\$ 6,800.00	\$ 6,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Purchase and Install Control Panel	1.00	LS	\$ 17,200.00	\$ 17,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install and Terminate Wiring	1.00	LS	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Control Panel O&M	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	Trench Safety System; in accordance with the plans and specifications. Complete in Place.	1.00	LS	\$ 100.00	\$ 100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>UNIT A: BASE BID ITEMS - SUBTOTAL</b>					<b>\$ 665,970.00</b>		<b>\$ 40,170.00</b>		<b>\$ 382,450.00</b>		<b>\$ 422,620.00</b>

Harris County MUD No. 109  
 Barents Drive Lift Station  
 BGE Job No. 7528-10  
 Pay Estimate No. 4

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b>UNIT B: SUPPLEMENTAL BID ITEMS</b>											
1.	"Extra" as directed, Excavation and Backfill for Structures, Complete In Place (\$15.00 per CY minimum).	50.00	CY	\$ 15.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
2.	"Extra" as directed, Excavation, Trenching, and Backfill for Utilities, Complete In Place (\$15.00 per CY minimum).	50.00	CY	\$ 15.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
3.	"Extra" as directed, Reinforcing Steel, Complete in Place. (\$1,500 per TON	1.00	TON	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	"Extra" as directed, Cast In Place Concrete, Complete in Place (\$500 per CY minimum).	10.00	CY	\$ 500.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.	"Extra" as directed, Ductile Iron Fittings, Complete In Place (\$2,000 per TON minimum).	2.00	TON	\$ 2,000.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	"Extra" as directed, 4-Inch C900-DR18 PVC Pipe (all depths), Complete In Place. (\$70.00 per LF minimum).	50.00	LF	\$ 70.00	\$ 3,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
7.	"Extra" as directed, Site Improvements, Complete In Place (\$8,000.00 minimum).	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
8.	"Extra" as directed, Electrical Improvements, Complete In Place (\$5,000.00 minimum).	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.	"Extra" as directed, Sanitary Improvements, Complete In Place (\$5,000.00 minimum).	1.00	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>UNIT B: SUPPLEMENTAL BID ITEMS - SUBTOTAL</b>					\$ 33,500.00		\$ -		\$ -	\$ -	\$ -

Harris County MUD No. 109  
 Barents Drive Lift Station  
 BGE Job No. 7528-10  
 Pay Estimate No. 4

Pay Estimate No. 4											
Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<b><u>UNIT C: ALLOWANCES</u></b>											
1.	Arc Flash and Power Coordination Study	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>UNIT C: ALLOWANCES - SUBTOTAL</b>					\$ 2,500.00		\$ -		\$ -	\$ -	-
Total Contract Amount:					\$ 701,970.00						
Change Order No. 1											
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Change Order No. 2											
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Change Order No. 3											
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Totals:					\$ 701,970.00		\$ 40,170.00		\$ 382,450.00		\$ 422,620.00

## CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ Kyle P. Hope \_\_\_\_\_ the \_\_\_\_\_ Project Manager  
of **Peltier Brothers Construction, LLC** ("CONTRACTOR"). CONTRACTOR has performed labor  
and furnished materials pursuant to that certain Contract entered into on the 18th day of  
December, 20 23 by and between CONTRACTOR and **Harris**  
**County Municipal Utility District No. 109**, for the erection, construction, and completion of  
certain improvements and/or additions upon the following described premises, to wit:

**"Construction of Barents Drive Lift Station for Harris County MUD No. 109, Harris County,  
Texas."**

The undersigned, being by me duly sworn, states upon oath that the materials supplied in  
connection with CONTRACTOR's Application for Partial Payment No. 4, dated  
06/25/2024 (the "Application Date"), represents the actual cost of sound materials that have  
been or will be fabricated into the Work in compliance with the agreed to plans and specifications  
(and all authorized changes thereto).

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

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

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

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness  
of the statements contained herein that a partial payment under said Contract is being made, and  
in consideration of the disbursement of said partial payment by OWNER.

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

Executed this 25th day of June, 2024

PELTIER BROTHERS CONSTRUCTION, LLC

By:

Name

Printed:

Title:

Kyle P. Hope

Project Manager

STATE OF TEXAS §

COUNTY OF HARRIS §

Subscribed and sworn to before me, the undersigned authority, on this the 25th day of June, 2024, to certify which, witness my hand and seal of office.



Jeannie A. Hoang  
Notary Public, State of Texas

Notary's Name Printed:

Jeannie A. Hoang

My commission expires: June 24, 2026



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	\$25,000
2	Basic Services: Construction Phase	Lump Sum	\$15,000
3	Project Representation	Hourly	\$27,000
	<b>TOTAL</b>		<b>\$67,000</b>

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.

**HARRIS COUNTY MUD NO. 109  
LIFT STATION NO. 3  
REHABILITATION  
CONSTRUCTION COST ESTIMATE OPTION 1**

		QUANTITY	UNIT	UNIT COST	AMOUNT
<b>BID ITEMS</b>					
1	Mobilization; Demobilization; Bonds; Insurance	1	LS	\$7,000	\$7,000.00
2	Rehabilitate Existing on-site Lift Station, including but not limited to cleaning, power washing, abrasive blasting, and recoating of existing wet well and piping with Raven 405; Complete in Place.	830	SF	\$75	\$62,250.00
3	Rehabilitate Existing on-site Lift Station valve vault, including but not limited to cleaning, power washing, abrasive blasting, and recoating of existing valve vault discharge piping and valves; Complete in Place.	1	LS	\$8,000	\$8,000.00
4	Bypass Pumping for on-site Lift Station; Complete in Place.	1	LS	\$40,000	\$40,000.00
5	Demo existing concrete/wood fence; Complete in Place.	50	LF	\$35	\$1,750.00
6	Proposed Wood Fence; Complete in Place.	50	LF	\$70	\$3,500.00
7	Storm Water Pollution Prevention Plan	1	LS	\$2,000	\$2,000.00
8	Extra Work Items	1	LS	\$30,000	\$30,000.00

Base Bid Total:	\$154,500
Contingencies @ 20%	\$31,000
<b>Total</b>	<b>\$185,500</b>

**HARRIS COUNTY MUD NO. 109  
LIFT STATION NO. 3  
REHABILITATION  
CONSTRUCTION COST ESTIMATE OPTION 2**

		QUANTITY	UNIT	UNIT COST	AMOUNT
<b>BID ITEMS</b>					
1	Mobilization; Demobilization; Bonds; Insurance	1	LS	\$9,000	\$9,000.00
2	Rehabilitate Existing on-site Lift Station, including but not limited to cleaning, power washing, abrasive blasting, and recoating of existing wet well and piping with Raven 405; Complete in Place.	830	SF	\$75	\$62,250.00
3	Rehabilitate Existing on-site Lift Station valve vault, including but not limited to cleaning, power washing, abrasive blasting, and recoating of existing valve vault discharge piping and valves; Complete in Place.	1	LS	\$8,000	\$8,000.00
4	Bypass Pumping for on-site Lift Station; Complete in Place.	1	LS	\$40,000	\$40,000.00
5	Demo existing concrete fence; Complete in Place.	380	LF	\$35	\$13,300.00
6	Proposed Wood Fence; Complete in Place.	380	LF	\$65	\$24,700.00
7	Storm Water Pollution Prevention Plan	1	LS	\$2,000	\$2,000.00
8	Extra Work Items	1	LS	\$35,000	\$35,000.00

Base Bid Total:	\$194,250
Contingencies @ 20%	\$39,000
<b>Total</b>	<b>\$233,250</b>

Option 1



Replace the broken  
concrete/wood fence in  
this area - approx. 50 LF



## Option 2



Replace the entire site  
concrete/wood fence in  
this area - approx. 380 LF





July 10, 2024

Mr. Calvin Weiman, PE  
CJW Engineering and Consulting  
1005 Congress Ave., Suite 925  
Austin, Texas 78701

Re: Harris County MUD 109  
Arboretum Sanitary Lift Station and Force Main Civil Plan Set

Dear Mr. Wieman:

We are in receipt of your civil plans submitted on June 5, 2024, and have reviewed the plans on behalf of Harris County MUD 109 (the "District"). Our review of the project includes only the water and sewer facilities for which the District will be providing utility services.

We have no objection to the plans as presented. Please note that the acceptance of the facilities is subject to the District's rate order as well as a development agreement between the developer and the District.

Please contact me if you have any questions or if you need any additional information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Cl Meinhardt", written in a cursive style.

Christopher A. Meinhardt, PE

Engineer for  
Harris County MUD 109

Xc: Paul Villarreal, WWWMS  
Dimitri Millas, Norton Rose Fulbright  
Owen Parker, Harris County MUD 109