

MINUTES OF BOARD OF DIRECTORS MEETING
MAY 21, 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 May 21, 2024, at 5:30 p.m.; whereupon the roll was called of the Board, to-wit:

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

All members of the Board were present. Also attending all or parts of the meeting were Mr. Roy Lackey of Advanced Electrical Solutions; Sergeant Luis Alejo of Harris County Precinct 4 Constable’s Office; Mr. Chris Davy of Ad Valorem Appraisals, tax assessor and collector for the District; Mr. Cory Burton of Municipal Accounts & Consulting, LP (“MAC”), bookkeeper for the District; Mr. Bill Kotlan and Mr. Chris Meinhardt of BGE, Inc. (“BGE”), engineers for the District; Mr. Clint Gehrke of Water Waste Water Management Services, Inc. (“WWWMS”), operators for the District; and Mr. Dimitri Millas 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.** Director Frank informed the Board that she will be moving out of the District in the upcoming months. President Parker recognized Mr. Lackey, who stated that he completed some tree trimming work for the District.

2. **Minutes.** The Board considered the proposed minutes of meeting held on April 16, 2024, previously distributed to the Board. 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 minutes of the meeting held on April 16, 2024, as presented.

3. **Presentation of Certificates of Election.** President Parker recognized Mr. Millas, who stated that the Certificates of Election for Directors Parker and Green for reelection were presented for execution.

4. **Qualify Directors Elected for term beginning May 2024.** President Parker recognized Mr. Millas, who stated that Directors Parker and Green have executed their new Statement of Officer and Oath of Officer, thereby qualifying them to serve as directors for the term beginning May 2024.

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 qualify elected Directors Parker and Green for the term beginning May 2024.

5. **Election of Officers.** President Parker recognized Mr. Millas, who stated that following a Directors Election, the Board should consider its officers. Discussion ensued regarding election of officers and there were no nominations presented.

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 keep the same slate of officers.

6. **Security Report.** President Parker recognized Sergeant Alejo, who reviewed the Security Report for the month of April 2024, a copy of which is attached hereto as *Exhibit B*.

7. **Discuss Security Contribution Agreement.** President Parker recognized Mr. Millas, who stated that the District currently contributes \$3,750 a month for security services to the Oaks of Atascocita Community Improvement Association (the "Association"). He stated that the current agreement the District has with the Association goes through August 2024. He reported that the District was notified in April of the constable rate increase effective October 1. He stated that the agreement with the Association would need to be revised. Director Frank stated that she will coordinate with the Association to send NRF the requested amount for reimbursement for the upcoming fiscal year. Mr. Millas stated that the agreement can be placed on a future agenda.

8. **Engage auditor for fiscal year ending May 31, 2024.** President Parker recognized Mr. Millas, who reviewed the auditor engagement continuance letter from McCall Gibson Swedlund and Barfoot PLLC ("McCall"), a copy of which is attached hereto as *Exhibit C*. He stated that the District has an evergreen agreement with McCall and that the estimated fees for the audit for the fiscal year ending May 31, 2024 are between \$18,000 and \$19,500.

Upon motion by Director Green, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the auditor engagement continuance letter with McCall.

9. **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 May 21, 2024 and a list of delinquent accounts, copies of which are attached hereto as *Exhibit D*. Mr. Gehrke reported that 97.66% of the water pumped was billed for the period April 1, 2024 through April 30, 2024. He reviewed the maintenance and repair projects for the month.

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 Operations Report and to approve termination of the delinquent accounts in accordance with the terms of the District's Rate Order.

10. **Approve Consumer Confidence Report.** Mr. Gehrke reviewed the Consumer Confidence Report, a copy of which is attached hereto as *Exhibit E*. Upon motion by Director Sulpizio, seconded by Director Green, after full discussion and the question being put to the Board, the Board voted unanimously to approve the CCR.

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

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.

12. **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 G*. He noted that check no. 16726 to Advanced Electrical Solutions is included.

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

13. **Adopt budget for fiscal year ending May 31, 2025.** Mr. Burton reviewed the budget for the fiscal year ending May 31, 2025, a copy of which is attached to the Bookkeeper's Report. Discussion ensued. Upon motion by Director Frank, seconded by Director Green, after full discussion and the question being put to the Board, the Board voted unanimously to adopt the budget for fiscal year ending May 31, 2025.

14. **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 H*.

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 project is progressing well and that the lift station structure is complete. He presented Pay Estimate No. 2 in the amount of \$225,337.50 for approval.

Mr. Meinhardt reported on Water Plant No. 2. He stated that the contractor has remobilized to construct swale.

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

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

Mr. Meinhardt reported on the Emergency Preparedness Plan ("EPP"). He stated that the EPP has been implemented.

Mr. Meinhardt reported on Water Plant No. 1 Ground Storage Tank Replacement. He stated that the project is in preliminary stages, with construction plans approximately 10%

complete. He reviewed a proposal from Ninyo & Moore for project site evaluation in the amount of \$8,200.

Mr. Meinhardt reported on the Water Plant No. 1 Water Well Rehabilitation. He stated that construction plans are approximately 50% complete and that the project is scheduled to bid in July.

Mr. Meinhardt reported on the Woodland Hills Tract. He stated that a meeting was held on April 11, 2024, with the developer and engineer for the tract to discuss comments made on their most recent plan set. He reported that the engineer agreed to address comments before a letter of no objection would be issued. He noted that the tract developer and engineer reported that the force main and lift station modifications would be included in a separate plan set.

Upon motion by Director Green, seconded by Director Sulpizio, after full discussion and the question being put to the Board, the Board voted unanimously to accept the Engineer's Report, approve Pay Estimate No. 2 in the amount of \$225,337.50 for Barents Drive Lift Station and approve the proposal from Ninyo & Moore for project site evaluation in the amount of \$8,200.

15. Consider Resolution Authorizing Expedited Application for Approval by TCEQ for Use of Surplus Funds. President Parker recognized Mr. Millas, who presented to and reviewed with the Board the Resolution Authorizing Expedited Application for Approval by Texas Commission on Environmental Quality for Use of Surplus Funds (the "Resolution"), a copy of which is attached hereto as *Exhibit I*. He noted that the Resolution is for the Water Well No. 1 Rehabilitation.

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 Resolution.

16. Resolution Authorizing Indemnification of Directors. President Parker recognized Mr. Millas presented the Resolution Authorizing Indemnification of Directors, a copy of which is attached hereto as *Exhibit J*. He stated that to the extent that Directors are acting in good faith in carrying out their duties, the District may indemnify Directors from losses or costs in connection with lawsuits that are not otherwise covered by the Directors and Officers liability insurance.

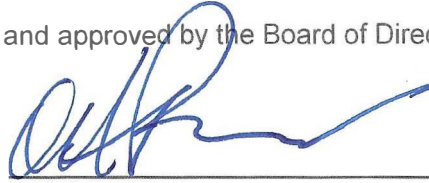
Upon motion by Director Frank, seconded by Director Moore, after full discussion and the question being put to the Board, the Board voted unanimously to approve the Resolution Authorizing Indemnification of Directors.

17. Discuss emergency text message notification system. Ms. Maher discussed the emergency text message notification system and stated the District's website provider can work on a bill insert. Discussion ensued regarding a blurb for the bills along with an insert and section on the website.

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

* * *

The above and foregoing minutes were passed and approved by the Board of Directors on June 18, 2024.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

NOTICE

In accordance with chapter 551, Texas Government Code and Section 49.063, Texas Water Code, both as amended, take notice that the Board of Directors of Harris County Municipal Utility District No. 109 will meet in regular session, open to the public, at **Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Humble, Texas 77346**, at **5:30 p.m. on Tuesday, May 21, 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 April 16, 2024;
3. Presentation of Certificates of Election;
4. Qualify Directors Elected for term beginning May 2024;
5. Election of Officers;
6. Report by Harris County Precinct Four Constable and take any necessary action;
7. Discuss Security Contribution Agreement and take any necessary action;
8. Engage auditor for fiscal year ending May 31, 2024;
9. Approve Operations Report, authorize repairs, approve termination of delinquent accounts in accordance with the District's Rate Order;
10. Approve Consumer Confidence Report;
11. Review Tax Collector's Report and authorize payment of certain bills;
12. Review Bookkeeper's Report, and authorize payment of certain bills, and approve quarterly investment report;
13. Adopt budget for fiscal year ending May 31, 2025;
14. 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;
15. Consider Resolution Authorizing Expedited Application for Approval by TCEQ for Use of Surplus Funds;
16. Resolution Authorizing Indemnification of Directors;
17. Discuss emergency text message notification system and take any necessary action;
and such other matters as may properly come before the Board.




Norton Rose Fulbright US LLP
Attorneys for District

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.

CERTIFICATE OF POSTING NOTICE
OF MEETING OF BOARD OF DIRECTORS

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

I hereby certify that on MAY 17, 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 17th day of May, 2024.



Jane Maher

From: Russell Lambert <russ@texasnetwork.com>
Sent: Wednesday, May 15, 2024 9:04 PM
To: Jane Maher
Cc: The Texas Network
Subject: RE: 109 & AJOB May Postings

CERTIFICATE OF POSTING OF NOTICE OF PUBLIC MEETING

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I hereby certify that on the date listed in this email above, that I have posted the notice of public meeting on the website at the following location:

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

Russell Lambert
russ@texasnetwork.com

From: Jane Maher <jane.maher@nortonrosefulbright.com>
Sent: Wednesday, May 15, 2024 2:05 PM
To: Russell Lambert <russ@texasnetwork.com>
Cc: The Texas Network <support@texasnetwork.com>
Subject: 109 & AJOB May Postings

Hi Russ,

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

Thanks,

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

NORTON ROSE FULBRIGHT

Law around the world

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HARRIS COUNTY CONSTABLE, PRECINCT 4

CONSTABLE MARK HERMAN

"Proudly Serving the Citizens of Precinct 4"

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

Monthly Contract Stats

HARRIS CO MUNICIPAL UTILITY DIST #109

For April 2024

Categories

Burglary Habitation: 1	Burglary Vehicle: 0	Theft Habitation: 1
Theft Vehicle: 0	Theft Other: 1	Robbery: 0
Assault: 1	Sexual Assault: 0	Criminal Mischief: 3
Disturbance Family: 3	Disturbance Juvenile: 1	Disturbance Other: 6
Alarms: 10	Suspicious Vehicles: 12	Suspicious Persons: 18
Runaways: 0	Phone Harrassment: 0	Other Calls: 580

Detailed Statistics By Deputy

Unit Number	Contract Calls	District Calls	Reports Taken	Felony Arrests	Misd Arrests	Tickets Issued	Recovered Property	Charges Filed	Mileage Driven	Days Worked
H67	42	0	5	0	0	21	0	0	1074	19
H68	40	16	17	0	1	15	0	3	658	15
H69	26	9	8	0	0	17	0	1	700	16
TOTAL	108	25	30	0	1	53	0	4	2432	50

Summary of Events

Alarms:

Deputies responded to 10 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.

5700 Forest Timbers Dr – A traffic stop was initiated by a deputy for an infraction. An investigation revealed the driver was unlicensed and the vehicle was uninsured. The vehicle was towed, and driver cited and released.

5400 Upper Lake Dr – A Deputy initiated a traffic stop for an infraction. An investigation revealed

Exhibit B

that the driver had active arrest warrants. The driver was placed into custody.

5300 Atascocita West Trl – A traffic stop was conducted, and the violator found to be under the influence. The driver was arrested for DWI.

Burglary of Habitation:

00 Kings Hill Ln- Deputy responded to a burglary habitation type call. Investigation revealed possible known person took property from the complainants' garage without consent.

Theft Residence:

19400 Cluster Oaks Dr - Deputies responded to a theft from a residence type call. Investigation revealed that property was stolen from the residence.

Theft:

20300 Dawn Mist Dr- Deputy responded to a theft type call. Investigation revealed unknown suspect(s) stole the complainant's trash can.

Assault:

5900 Ancient Oaks Dr – Deputies responded to an assault call. Investigation revealed the complainant was assaulted. A warrant was filed for the suspect's arrest.

Criminal Mischief:

6000 River Timber Trl- Deputy responded to a criminal mischief type call. Investigation revealed unknown suspect(s) threw rocks at the residence window causing damage.

5400 FM 1960 Rd E- Deputy responded to a criminal mischief type call. Investigation revealed unknown suspect(s) caused damage to residence window.

19500 Oak Station Dr – Deputies responded to a criminal mischief type call. Investigation revealed the complainant's vehicle was damaged by known suspect. A warrant was filed for their arrest.

Family Disturbance:

5500 Deer Timbers Trl- Deputy responded to a family disturbance call. Investigation revealed family members engaged in a disturbance. No charges filed.

6000 Upper Lake Dr – Deputies responded to a family disturbance call. Family members engaged in a dispute. No charges filed.

5200 Enchanted Timbers Dr – Deputy responded to a family disturbance. Family members engaged in a dispute. No charges filed.

Suspicious Vehicle:

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

Suspicious Persons:

Deputies responded to 18 suspicious person calls within the community. Each incident was investigated and cleared without further action required.

Other:

2300 Treewood Dr- Deputy responded to a terroristic threat. Investigation revealed a known suspect threaten complainant. Charges were accepted, and the suspect was arrested.

19800 Misty Pines Dr- Deputy responded to a welfare check. Investigation revealed complainant wanted a report due to not getting paid for a job.

19800 Misty Pines Dr- Deputy responded to a disturbance type call. Investigation revealed friends engaged in a disturbance. No charges filed.

5700 FM 1960 Rd E- Deputy responded to a fraudulent use of identification call. Investigation revealed unknown suspect(s) frequently cashed checks from business.

4500 FM 1960 Rd E – Deputy responded to a meet the citizen call. Parties had a civil dispute over property at a business.

19400 Forest Timbers Ct - Deputies responded to a juvenile disturbance type call. An investigation revealed that a juvenile attempted to cause property damage. The DA's Office was contacted, and charges were declined.

19300 Forest Fern Ct - Deputies responded to a meet the citizen type call. An investigation revealed that unwanted persons were given a trespass warning at the owner's request. No charges were filed.

19300 Spoonwood Ct – Deputies responded to an unknown mental health call. An investigation revealed that an adult was in crisis. The consumer was taken to a medical facility for evaluation.

19500 Forest Fern Dr – Deputies responded to a suspicious person type call. An investigation revealed that juveniles were possibly involved with property damage. A follow-up is pending possible charge acceptance.

19800 Pioneer Ct – Deputies responded to a fraud type call. An investigation revealed that personal information was used by another to fraudulently open an account. The case is pending investigation by detectives.

5400 Forest Timbers Dr – Deputies responded to a meet the citizen call. An investigation revealed that a vehicle was taken with consent of the owner for repairs which are currently not completed. The case being civil, a report was generated upon the caller's request.

19500 Merrillwood Dr – Deputies responded to a meet the citizen type call. An investigation revealed that the caller was involved in a minor vehicle accident at another location and requested a report for insurance purposes.

5400 Mossy Timbers Dr – Deputies responded to a meet the citizen type call. An investigation revealed that the caller felt she was being harassed via social media indirectly. A report was generated at the caller's request with no pending charges.

5500 Enchanted Timbers Dr – Deputies responded to a meet the citizen type call. An investigation revealed that the caller had home improvement work done by an individual but requested an invoice upon completion which was not received. The caller requested a report for documentation

purposes.

19500 Oak Timbers Dr – Deputies responded to a disturbance call. An investigation revealed that an adult male subject had an active arrest warrant from another state which was then confirmed.

5300 Moonshadows Dr – Deputy responded to a child custody dispute. Father took daughter's phone as punishment and mom got mad because she paid for it. A report was requested.

McCALL GIBSON SWEDLUND BARFOOT PLLC

Certified Public Accountants

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May 21, 2024

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

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

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended May 31, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. The document we submit to you will include various supplementary schedules as required by the Texas Commission on Environmental Quality (the "Commission") as published in the *Water District Financial Management Guide*. This supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole except for that portion marked "unaudited", on which we will express no opinion.

Audit Scope and Objectives (Continued)

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

As part of our audit planning, we have identified capital assets, long-term debt, management override of controls, and improper revenue recognition as audit areas with significant risks of material misstatement. We will design and perform audit procedures whose nature, timing and extent are responsive to the assessed risks of material misstatement. Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

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

Audit Procedures – Compliance

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

Other Services

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

Responsibilities of Management for the Financial Statements

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

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers).

Responsibilities of Management for the Financial Statements (Continued)

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Engagement Administration, Fees and Other

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

Engagement Administration, Fees and Other (Continued)

We expect to present a draft of the audit report within 45 days of the availability of the District's accounting records. Noel Barfoot is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report. We estimate the fees for the audit of the District's financial statements and for the other services to be provided for the year ended May 31, 2024, will range between \$18,000 and \$19,500.

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

Reporting

We will issue a written report upon completion of our audit of the District's financial statements, which will also address other information required by the Commission in accordance with *AU-C 725, Supplementary Information in Relation to the Financial Statements as a Whole*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

AGREED-UPON PROCEDURES REIMBURSEMENT REPORT

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

The procedures we will perform are as summarized below:

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

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

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

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

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

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

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

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

A portion of the cost of these procedures will be determined by the condition of the records submitted by the Developer(s) to be reimbursed.

GENERAL TERMS AND CONDITIONS

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written documentation from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. The agreement may be terminated by either party, with or without cause, upon 30 days written notice. You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Fossil Fuels Boycott Verification

As required by 2276.002, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot PLLC hereby verifies that McCall Gibson Swedlund Barfoot PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

Firearms Discrimination Verification

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

Israel Boycott Verification

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

Anti-Terrorism Representation

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

Board of Directors
Harris County Municipal Utility
District No. 109

May 21, 2024
Page 9

We appreciate the opportunity to be of service as the District auditor again this coming year.

Sincerely,

A handwritten signature in black ink that reads "McCall Gibson Swedlund Barfoot PLLC". The signature is written in a cursive, flowing style.

McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

WWWMS, INC.
HARRIS COUNTY MUD # 109
OPERATIONS REPORT
Tuesday, May 21, 2024

BILLING AND COLLECTION RECAP:

DEPOSITED IN YOUR ACCOUNT LAST MONTH:

Period Ending:	Apr-24
Deposit:	\$ 4,375.00
Penalty:	\$ 3,356.81
Water:	\$ 48,105.74
Sewer:	\$ 48,662.59
Inspection:	\$ 854.35
Voluntary Fire & EMS:	\$ -
Misc:	\$ 6,739.15
NHCRWA:	\$ 69,223.57
Reconnect:	\$ -
NSF Fee:	\$ 245.00
Total Collections:	\$ 181,562.21

CURRENT BILLING:

Period Ending:	May-24
Deposit:	\$ -
Penalty:	\$ 3,675.19
Water:	\$ 46,995.54
Sewer:	\$ 53,111.50
Inspection:	\$ 801.00
Voluntary Fire & EMS:	\$ -
Misc:	\$ 3,340.00
NHCRWA:	\$ 85,023.46
Total Billing:	\$ 192,946.69

CUSTOMER AGED RECEIVABLES:

30 Day	21%	\$ 40,038.78
60 Day	6%	\$ 11,903.88
90 Day	1%	\$ 1,969.20
120 Day	6%	\$ 11,458.81
Overpayments		\$ (8,759.86)
Total Receivables:		\$ 56,610.81

HGCSD PERIOD: 4/1/24 THRU 4/30/24

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

MONTHLY TOTAL

Gallons Authorized:	450.000	MG
Current Month Produced:	24.508	MG
Cum. Gallons Produced:	24.508	MG
Auth. Gallons Remaining:	425.492	MG
Avg. Gallons Per Month:	24.508	MG
Permit Months Remaining:	11	

WATER PLANT OPERATIONS:

Period: 4/1/2024 thru 4/30/2024

MONTHLY TOTAL

Production:	23.430	MG
Amount Purchased:	0.000	MG
Total Amount:	23.430	MG
Consumption: (Billed)	22.082	MG
46 I/C	0.000	MG
Maint. / Leaks / Flushing	0.000	MG
Est. Amt. Sold to HC MUD 151	0.800	MG
Total:	22.882	MG
Daily Average Production:	0.781	MG
Percent Accounted For:	97.66%	

NEW METER INSTALLATIONS:

Residential:	0
Commercial:	0
Total:	0

CONNECTION COUNT:

Residential:	3000
Commercial:	109
Clubs/Schools:	1
Irrigation:	19
Vacant:	34
Builders:	22
Vacation:	0
No Bill:	6
	3191
New Finals and Transfers	-29
	3162

ACCOUNTS SENT TO COLLECTIONS:

Total of (0)

HARRIS COUNTY MUD #109

ACTIVITY REPORT

May 21, 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 April 2024
- D.) Billing / Recap Summary Report

Item 2: 2023 Consumer Confidence Report (CCR)

- A.) Prepared and submitted draft CCR to be reviewed by counselor.

Item 3: Water Plant 2

- A.) Repaired leaking entry hatch and completed 5 year interior tank inspection for elevated storage tank.

Item 4: GM Services Report

- A.) Performed and completed well pump performance testing for Water Well #1 and #2.
See attached report.

Item 5: Cut off Report / Status on Arrears Account

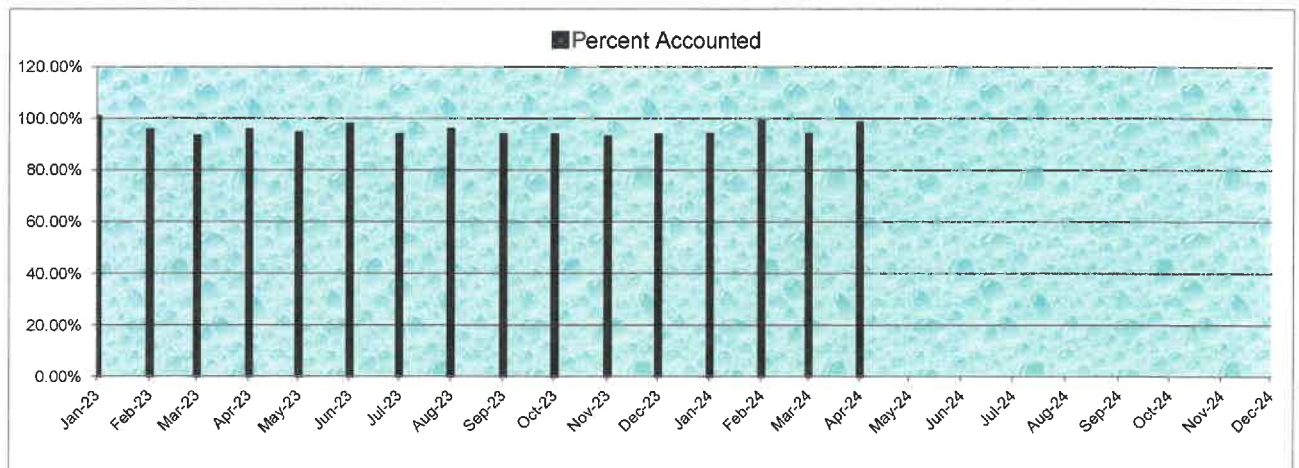
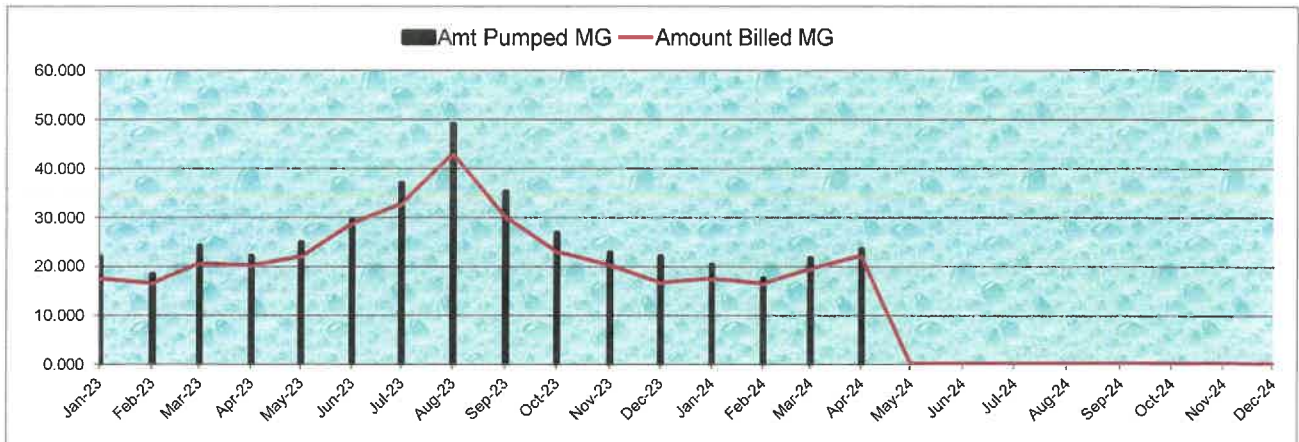
Door hangers: 5/20/2024
Due Date: 5/8/2024
Cut offs: 5/23/2024

HARRIS COUNTY MUD #109

WATER PRODUCTION REPORT

May 21, 2024

Month /Year	Amt Pumped MG	Amt Billed MG	Maint. MG	Amt. Sold I/C	Amount HC 151	Total Amount	Percent Accounted
Jan-23	21.913	17.401	3.712	0.000	0.800	21.913	100.00%
Feb-23	18.295	16.441	0.100	0.000	0.800	17.341	94.79%
Mar-23	24.079	20.448	1.000	0.000	0.800	22.248	92.40%
Apr-23	22.020	20.106	0.000	0.000	0.800	20.906	94.94%
May-23	24.809	21.941	0.500	0.000	0.800	23.241	93.68%
Jun-23	29.463	28.631	0.000	0.000	0.000	28.631	97.18%
Jul-23	36.951	32.580	1.000	0.000	0.800	34.380	93.04%
Aug-23	48.966	42.859	2.900	0.000	0.800	46.559	95.08%
Sep-23	35.191	29.946	2.000	0.000	0.800	32.746	93.05%
Oct-23	26.831	22.958	1.200	0.000	0.800	24.958	93.02%
Nov-23	22.747	20.173	0.000	0.000	0.800	20.973	92.20%
Dec-23	21.977	16.556	3.100	0.000	0.800	20.456	93.08%
Jan-24	20.298	17.441	0.700	0.000	0.800	18.941	93.31%
Feb-24	17.506	16.410	0.000	0.000	0.800	17.210	98.31%
Mar-24	21.643	19.400	0.000	0.000	0.800	20.200	93.33%
Apr-24	23.430	22.082	0.000	0.000	0.800	22.882	97.66%
May-24							
Jun-24							
Jul-24							
Aug-24							
Sep-24							
Oct-24							
Nov-24							
Dec-24							
Total	416.119	365.373	16.212	0.000	12.000	393.585	1515.07%
Average	26.007	22.836	1.013	0.000	0.750	24.599	94.69%



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

Report filed online <http://oprs.nhcrwa.com>

Name of Well Owner or Recipient of Surface Water: Harris County MUD 109

Billing period for which the report is being filed

Billing Period	Rate per 1,000 gallons	Due Date
April 01-30, 2024	\$3.60 groundwater \$4.05 surface water	June 18, 2024

Gallons of Groundwater Pumped for Billing Period

	Start Meter Reading	End Meter Reading	Total
Well #2083	632,855 x1000	648,964 x1000	16,109,000
Well #4448	499,436 x1000	508,011 x1000	8,575,000
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	

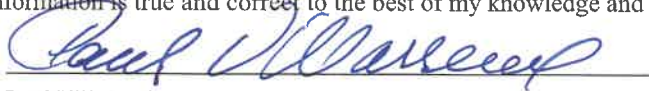
1	Enter total gallons of groundwater pumped and/or imported	24,684,000
2	Divide by 1000	24,684
3	Total groundwater fee due (multiply line 2 x \$3.60)	\$88,862.40
4	Enter total gallons of surface water received	0
5	Divide by 1000	0
6	Total surface water fee due (multiply line 5 x \$4.05)	\$0.00
7	Deduct 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	\$76,601.15

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: May 07, 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.

JANUARY 2024 THROUGH DECEMBER 2024 ANNUAL RECAP COLLECTIONS REPORT

[illegible]



May 16, 2024

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

Attn: Mr. Paul Villarreal

Reference: Water Well #1- Performance Testing

Dear Mr. Villarreal,

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

PERFORMANCE TEST REVIEW				
Hydraulic Performance of pump is 2074 GPM @ 308' field head	Excellent ____	Good <u>X</u>	Marginal ____	Poor ____
Overall efficiency is 72 percent	Excellent <u>X</u>	Good ____	Satisfactory ____	Poor ____
Pump Submergence 173 feet	Excellent <u>X</u>	Good ____	Marginal ____	Poor ____
Physical Condition of unit	Excellent ____	Good <u>X</u>	Marginal ____	Poor ____
Suspended Solids Testing	Excellent <u>X</u>	Good ____	Marginal ____	Poor ____
Brass Observed in SST	None ____	<u>X</u> Trace ____	Substantial ____	Excessive ____
Flowmeter Accuracy is 98.3 percent				

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

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

Sincerely,

Gary McMurrey
G-M Services



SPECIALIZED INSPECTION SERVICES FOR THE WATER INDUSTRY

Performance Test Report

website: www.g-mservices.com

phone: 281-894-8971

Facility Harris County MUD #109 - Well #1

Test Date 05/08/2024

U.S.G.S. # LJ-60-63-801 26271 Forest Timbers Drive Houston 773

Subsidence Well ID#: 4448

PUMP DATA

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

MOTOR DATA

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

PERFORMANCE TEST DATA

Static Lvl (ft) -221

Discharge Pressure	9	40
Capacity (GPM)	2074	1770
Pumping Lvl (ft)	-287	-279
Drawdown (ft)	66	58
Specific Capacity	31.42	30.52
Field Head (ft)	307.79	371.4
Water Horsepower	161.2	166.17
Overall Efficiency	72%	75%
Horsepower Input	225.25	220.83
Kilowatt Input	168.1	164.8
Amp Draw	234-248-228	229-243-224
Voltage	486-489-484	489-491-486
Sand (PPM)	1	1
Time (min)	45	15

Meter Data

Manufacturer: Water Special Size: 12
Serial #: 20171692-12
Meter Read: 515004.000
Meter accuracy is 98.3 % at 2039 GPM

Additional Data

Start-up Sand (PPM) 5
Brass Detect: No
Pump Submergence (ft) 173
ETM Read: 40667

Remarks

Meter affidavit completed.

TECHNICIAN E. Compean

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



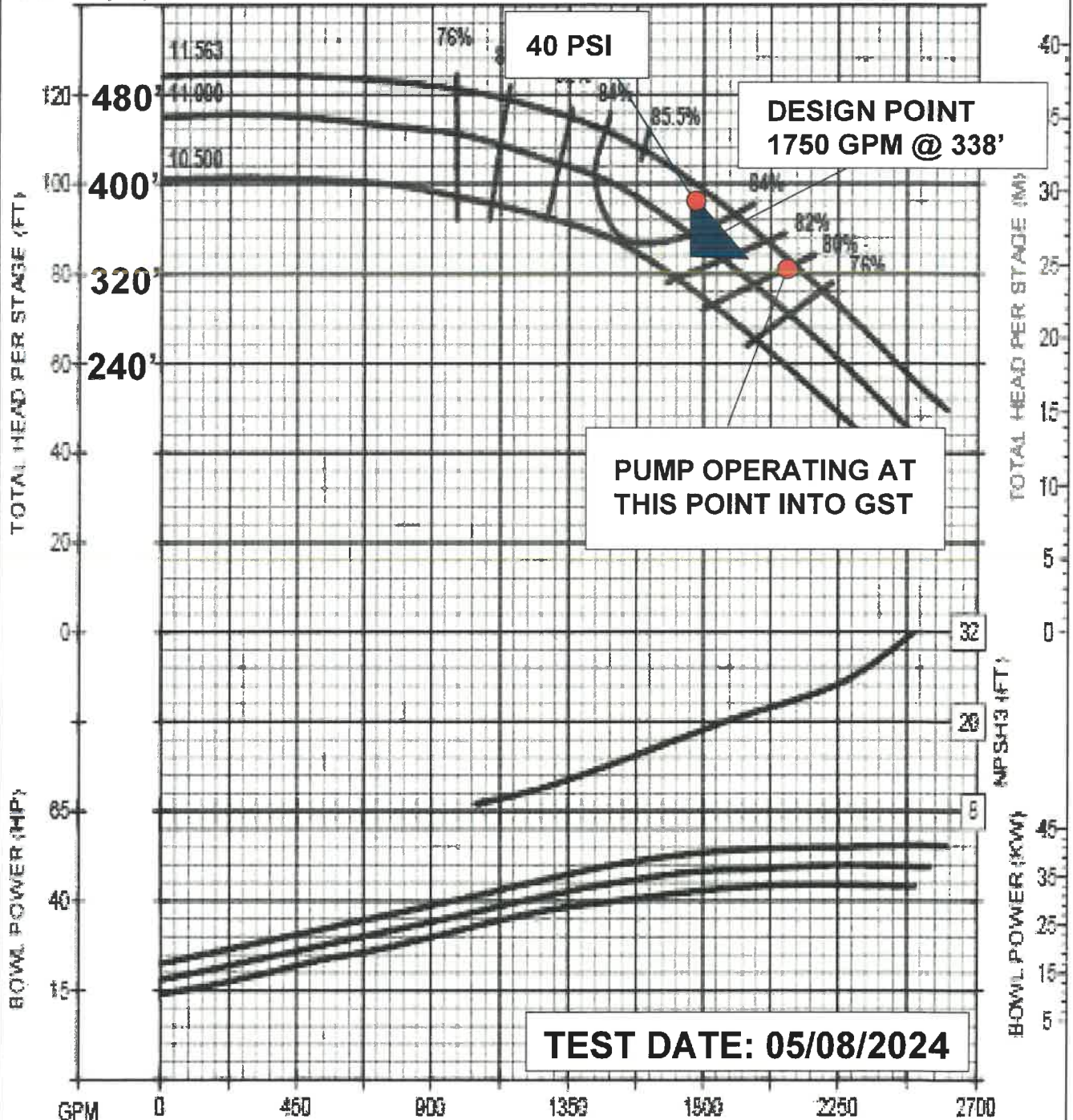
M14HC

1770 RPM

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

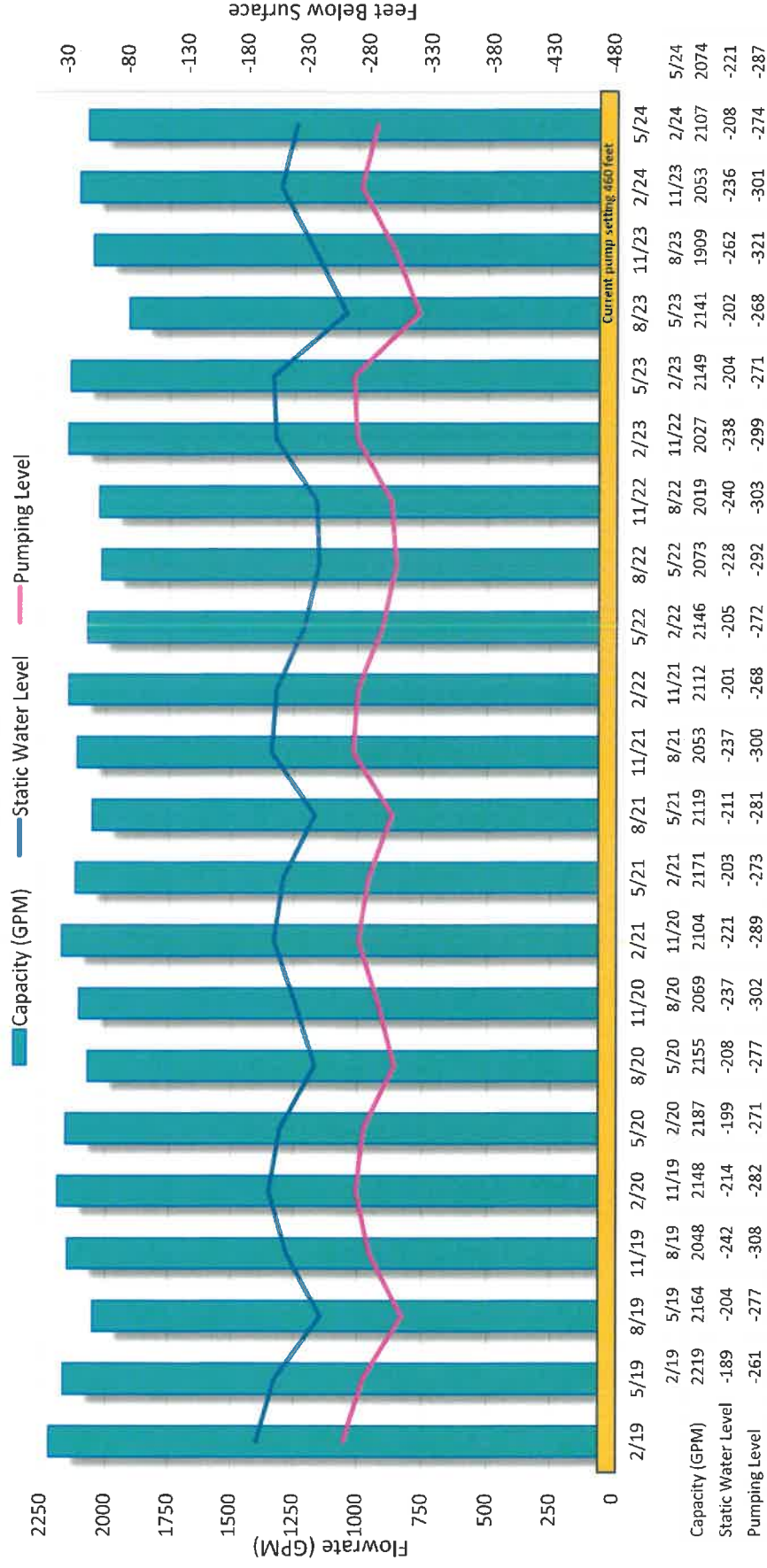
1 STG (4) STG

HARRIS COUNTY MUD #109 - WELL #1



Harris County MUD #109

Well #1





Harris-Galveston Subsidence District

1660 West Bay Area Blvd. - Friendswood, TX 77546

www.hgsubsidence.org

281-486-1105



May 16, 2024

Ref Num: MCA2024-112156

Well Num: 4448

Affidavit of Meter Calibration Test

Permitee Name:	North Harris County Regional Water Authority
Well Number:	4448
Description of Site at Location:	Harris County MUD #109 Well #1
Meter Manufacturer:	Water Specialties
Serial No:	20171692-12
Type:	Propeller
Testing Firm:	G-M Services
Mailing Address:	PO Box 690309 Houston TX 77269
Phone Number:	713-397-7309
Test Supervisor:	E. Compean
Details of Test:	Transmit Time
Date of Test:	05/08/2024
Description of Test:	set up downstream of meter
Unit Serial Number:	A2J5600T

Test Results:

Meter Reading at Start of Test:	515,004,000.00
Meter Reading at End of Test:	515,024,390.00
Metered Quantity (item 2-item 1):	20,390.00
Known Standard Quantity in Test:	98.30
Percent Accuracy (item 3 + item 4 * 100):	98.30
Flow Rate:	2,039.00
Pipe Diameter:	12.00
Recalibration:	No
Percent Accuracy After Recalibration:	
Remarks:	
Applicant/Agent Name:	Tiana Bernelle
Applicant/Agent Email:	admin@g-mservices.com



May 16, 2024

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

Attn: Mr. Paul Villarreal

Reference: Water Well #2- Performance Testing

Dear Mr. Villarreal,

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

PERFORMANCE TEST REVIEW				
Hydraulic Performance of pump is 2121 GPM @ 320' field head	Excellent _____	Good <u> X </u>	Marginal _____	Poor _____
Overall efficiency is 63 percent	Excellent _____	Good <u> X </u>	Satisfactory _____	Poor _____
Pump Submergence 105 feet	Excellent <u> X </u>	Good _____	Marginal _____	Poor _____
Physical Condition of unit	Excellent _____	Good <u> X </u>	Marginal _____	Poor _____
Suspended Solids Testing	Excellent <u> X </u>	Good _____	Marginal _____	Poor _____
Brass Observed in SST	None _____	<u> X </u> Trace _____	Substantial _____	Excessive _____
Flowmeter Accuracy is 100.2 percent				

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

A HCSD meter affidavit was completed during the test and is attached.

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

Sincerely,

Gary McMurrey
G-M Services



SPECIALIZED INSPECTION SERVICES FOR THE WATER INDUSTRY

Performance Test Report

website: www.g-mservices.com

phone: 281-894-8971

Facility Harris County MUD #109 - Well #2

Test Date 05/13/2024

U.S.G.S. # LJ-60-63-80G

Subsidence Well ID#: 2083

PUMP DATA

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

MOTOR DATA

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

PERFORMANCE TEST DATA

Static Lvl (ft) -189

Discharge Pressure	11	40
Capacity (GPM)	2121	1920
Pumping Lvl (ft)	-295	-287
Drawdown (ft)	106	98
Specific Capacity	20.01	19.59
Field Head (ft)	320.41	379.4
Water Horsepower	171.6	184.14
Overall Efficiency	63%	65%
Horsepower Input	273.63	281.40
Kilowatt Input	204.2	210
Amp Draw	273-277-295	280-285-305
Voltage	487-492-487	484-491-485
Sand (PPM)	1	1
Time (min)	45	15

Meter Data

Manufacturer: Water Spec Size: 16
Serial #: 20171693-16
Meter Read: 651687.000
Meter accuracy is 100.2 % at 2125 GPM

Additional Data

Start-up Sand (PPM) 2
Brass Detect: No
Pump Submergence (ft) 105
ETM Read: 2081

Remarks

Meter affidavit completed.

TECHNICIAN E. Compean

Curve No. 3126

Size: 14RJMC

RPM: 1770

EFFICIENCY CHANGE

STGS.	1	0

Ns = 2990

PERF. BASED ON
STD. MTL'S.

Impeller = B01240B

K = 13.2 LBS./FT.
19.6 KG./M.

K(Bal.) =

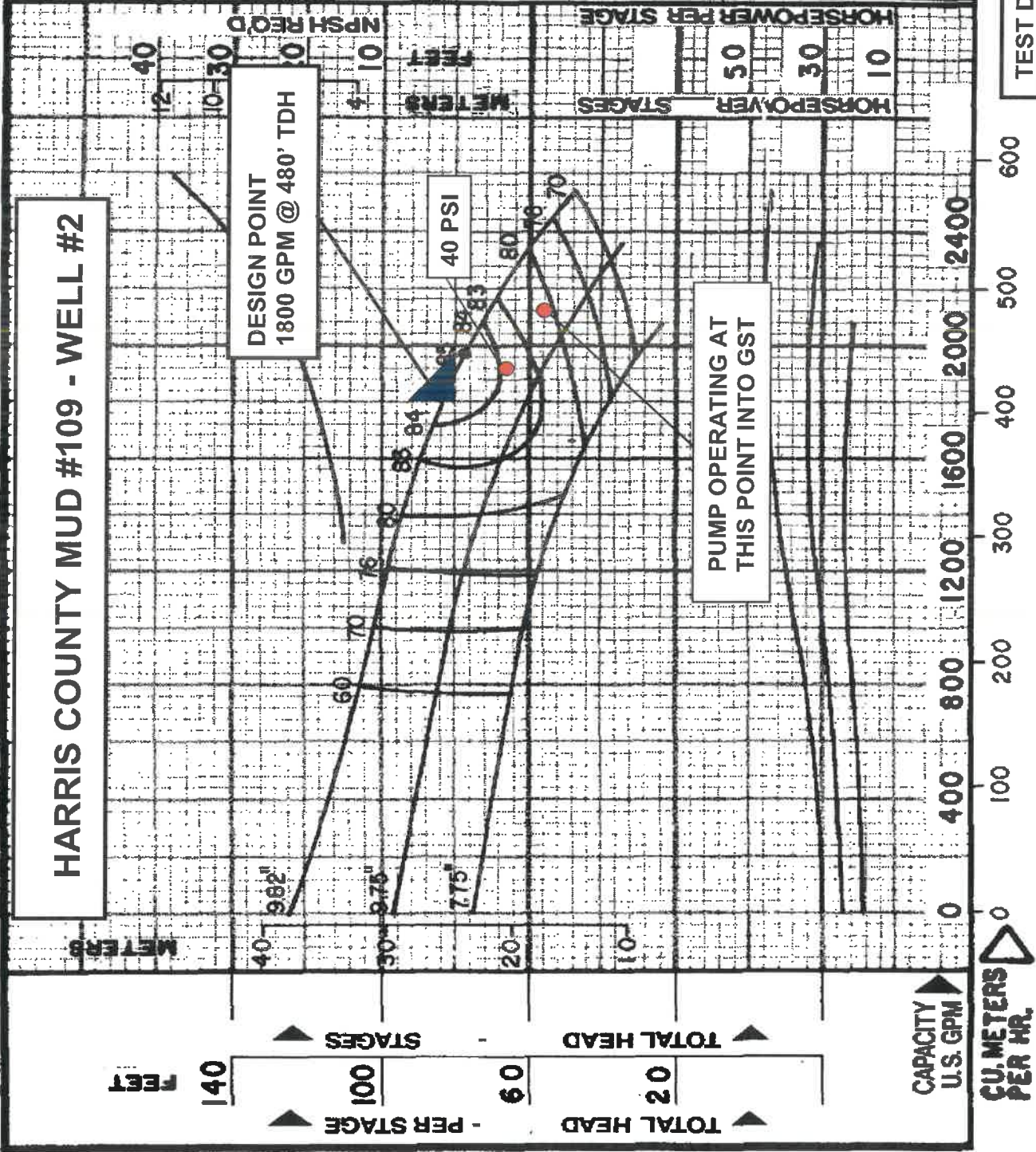


VERTICAL PRODUCTS
DIVISION

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

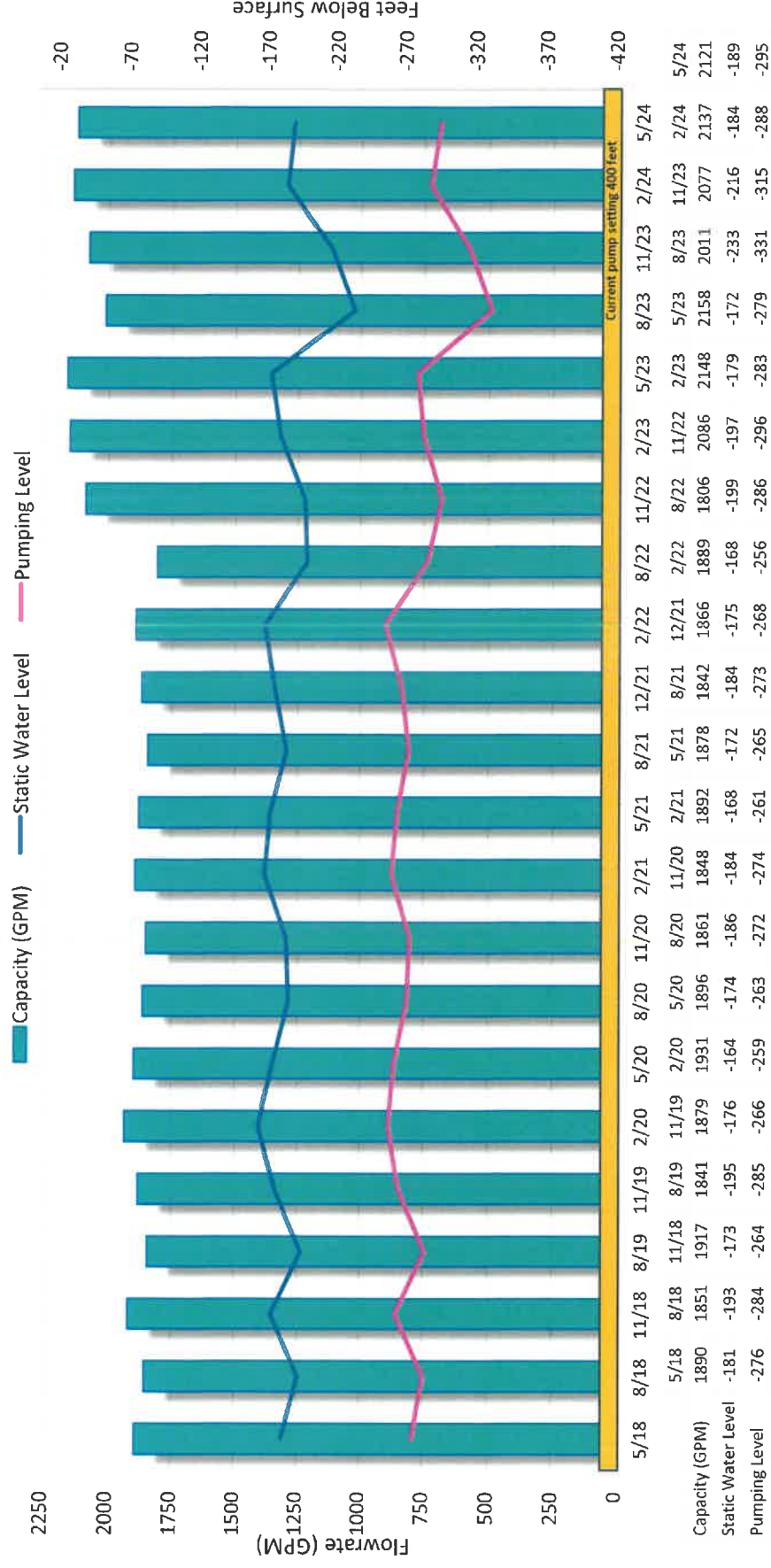
TEST DATE: 05/13/2024

HARRIS COUNTY MUD #109 - WELL #2



Harris County MUD #109

Well #2



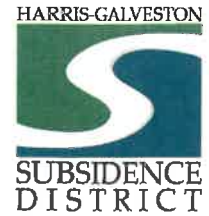


Harris-Galveston Subsidence District

1660 West Bay Area Blvd. - Friendswood, TX 77546

www.hgsubsidence.org

281-486-1105



May 16, 2024

Ref Num: MCA2024-112158

Well Num: 2083

Affidavit of Meter Calibration Test

Permitee Name:	North Harris County Regional Water Authority
Well Number:	2083
Description of Site at Location:	Harris County MUD #109 Well #2
Meter Manufacturer:	Water Specialties
Serial No:	20171693-16
Type:	Propeller
Testing Firm:	G-M Services
Mailing Address:	PO Box 690309 Houston TX 77269
Phone Number:	713-397-7309
Test Supervisor:	E. Compean
Details of Test:	Transmit Time
Date of Test:	05/13/2024
Description of Test:	set up downstream of meter
Unit Serial Number:	A2J5600T

Test Results:

Meter Reading at Start of Test:	651,687,000.00
Meter Reading at End of Test:	651,708,250.00
Metered Quantity (item 2-item 1):	21,250.00
Known Standard Quantity in Test:	21,210.00
Percent Accuracy (item 3 + item 4 * 100):	100.20
Flow Rate:	2,125.00
Pipe Diameter:	16.00
Recalibration:	No
Percent Accuracy After Recalibration:	
Remarks:	
Applicant/Agent Name:	Tiana Bernelle
Applicant/Agent Email:	admin@g-mservices.com

2023 Annual Drinking Water Quality Report

(Consumer Confidence Report)

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

PWS ID No. TX1010620

Phone No: 281-895-8547

WATER SOURCES: The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals, and in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPAs Safe Drinking Water Hotline at (800) 426-4791.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Contaminants may be found in drinking water that may cause taste, color, or odor problems. These types of problems are not necessarily causes for health concerns. For more information on taste, odor, or color of drinking water, please contact the system's business office.

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer; persons who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders, can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care providers. Additional guidelines on appropriate means to lessen the risk of infections by *Cryptosporidium* are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Information about Source Water Assessments

The water source for Harris County Municipal Utility District 109 is groundwater.

The TCEQ completed an assessment of your source water and results indicated that some of our sources are susceptible to certain contaminants. The sampling requirements for your water system are based on this susceptibility and previous sample data. Any detection of these contaminants may be found in this Consumer Confidence Report. For more information on source water assessments and protection efforts at our system, contact WWWS, Inc. at 281-895-8547.

For more information about your sources of water, please refer to the Source Water Assessment Viewer available at the following URL:
<http://www.tceq.texas.gov/gis/swaview>.

Further details about sources and source water assessments are available in Drinking Water Watch at the following URL:
<http://dww2.tceq.texas.gov/DWW/>.

Public Participation Opportunities		En Español
Date:	3rd Tuesday of Each Month	Este reporte incluye información importante sobre el agua para tomar. Para asistencia en español, favor de llamar al telefono. (281)895-8547
Time:	5:30 PM	
Location:	Atascocita Waste Water Treatment Plant 5003 Atascocita Road Humble, Texas 77346	
Phone No:	281-895-8547	
To learn about future public meetings (concerning your drinking water), or to request to schedule one, please call us.		

Secondary Constituents

Many constituents (such as calcium, sodium, or iron) which are often found in drinking water can cause taste, color, and odor problems. The taste and odor constituents are called secondary constituents and are regulated by the State of Texas, not the EPA. These constituents are not causes for health concern. Therefore, secondaries are not required to be reported in this document but they may greatly affect the appearance and taste of your water.

About The Following Pages

The pages that follow list all federally regulated or monitored contaminants, which have been found in your drinking water. The U.S. EPA requires water systems to test for up to 97 contaminants.

Water Quality Test Results

Definitions and Abbreviations

Action Level Goal (ALG):

ALGs

Action Level:

Level 1 Assessment:

Level 2 Assessment:

Maximum Contaminant Level Goal or MCLG:

Maximum Contaminant Level or MCL:

Maximum residual disinfectant level goal or MRDLG:

Maximum residual disinfectant level or MRDL:

Avg:

ppm:

ppb:

na:

Definitions:

TCR:

MFL

mrem:

NTU:

pCi/L:

ppb:

ppm:

ppq:

ppt:

Treatment Technique or TT:

The following tables contain scientific terms and measures, some of which may require explanation.

The level of a contaminant in drinking water below which there is no known or expected risk to health.

allow for a margin of safety.

The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

The highest level of contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Regulatory compliance with some MCLs are based on running annual average of monthly samples.

Milligrams per liter or parts per million – or one ounce in 7,350 gallons of water.

Micrograms per liter or parts per billion – or one ounce in 7,350,000 gallons of water.

Not applicable.

The following tables contain scientific terms and measures, some of which may require explanation.

Total coliform rule

Million fibers per liter (a measure of asbestos)

millirems per year (a measure of radiation absorbed by the body)

Nephelometric turbidity units (a measure of turbidity)

picocuries per liter (a measure of radioactivity)

micrograms per liter or parts per billion.

milligrams per liter or parts per million.

parts per quadrillion, or pictograms per liter (pg/L)

parts per trillion, or nanograms per liter (ng/L)

A required process intended to reduce the level of a contaminant in drinking water.

Regulated Contaminants Detected

Lead and Copper

Lead and Copper	Date Sampled	MCLG	Action Level (AL)	90 th Percentile	# Sites Over AL	Units	Violation	Likely Source of Contamination
Copper	2022	1.3	1.3	0.138	0	ppm	N	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems

Regulated Contaminants

Inorganic Contaminants	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Units	Violation	Likely Source of Contamination
Arsenic	2/18/20	3	3 - 3	0	10	ppb	N	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes.
Barium	2023	0.282	0.27 – 0.27	2	2	ppm	N	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.
Fluoride	2023	0.13	0.12 – 0.13	4	4.0	ppm	N	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories.

Synthetic organic contaminants including pesticides and herbicides	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Units	Violation	Likely Source of Contamination
Di (2-ethylhexyl) phthalate	2020	1	0 – 0.74	0	6	ppb	No	Discharge from rubber and chemical factories

Radioactive Contaminants	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Units	Violation	Likely Source of Contamination
Gross alpha excluding radon and uranium	2/10/22	3	0-3	0	15	pCi/L	N	Water additive used to control microbes.

Disinfectant Residual

Disinfectant	Year	Average Level	Range of Levels Detected	MRDL	MRDLG	Unit of Measure	Violation (Y/N)	Likely Source of Contamination
Chloramine	2023	1.70	1.2 - 2.1	4	4	ppm	N	Water additive used to control microbes.

Harris County Municipal Utility District Number 109

Tax Collector's Report

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April 30, 2024

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Taxes Receivable Summary	Pages 2-3
2023 Tax Levy and Adjustments	Page 4
Tax Collections Detail	Page 5
Taxes Receivable Detail	Pages 6-7

Disbursements for May 21, 2024:

#2367: Ad Valorem Appraisals Inc; TAC Fee-4/2025	\$2,859.84
#2368: Perdue Brandon Fielder Collins & Mott; Tax Atty Fee-4/2024	836.48
#2369-2447: Tax Overpayment Refunds; Details on next page	<u>22,993.41</u>
Total Disbursements for May 21, 2024	<u>\$26,689.73</u>

Exhibit F

11:48 AM

Harris County Municipal Utility District Number 109

05/21/24

Transaction Detail By Account

Accrual Basis

May 21, 2024

Date	Num	Name	Memo	Amount
Refund Overpayments				
05/21/2024	2369	Harris-Montgomery Counties MUD 386	GDS posted Incorrectly	513.41
05/21/2024	2370	Michael R Floyd	Refund 9944	110.00
05/21/2024	2371	Victoria & Jed D Colcol	Refund 9908	1,121.47
05/21/2024	2372	Brenda F Bass	Refund 9870	266.16
05/21/2024	2373	Jonathan Calderon II	Refund 9858	238.91
05/21/2024	2374	Pauline Hayward	Refund 11379	191.14
05/21/2024	2375	Donald & Sandra Caballero	Refund 9828	110.00
05/21/2024	2376	4550 FM LLC	Refund 9736	1,156.12
05/21/2024	2377	Ronald A Perez	Refund 12425	478.94
05/21/2024	2378	Randall J Butler	Refund 12403	550.50
05/21/2024	2379	Sirus Ferdows	Refund 12367	66.16
05/21/2024	2380	John & Cindy Renee Collins	Refund 12258	110.00
05/21/2024	2381	Concobar IV LLC	Refund 12116	1,519.50
05/21/2024	2382	WLHP2 LLC	Refund 12115	1,477.95
05/21/2024	2383	J K Holmes	Refund 12103	110.00
05/21/2024	2384	Alfred R & Amy Leija	Refund 12083	287.59
05/21/2024	2384	Alfred R & Amy Leija	Refund 12083	
05/21/2024	2385	Frank P & Leslea Ortego	Refund 12053	117.50
05/21/2024	2386	Kenzy D Franklin	Refund 11985	17.91
05/21/2024	2387	Jacob Stephen & Laura Ann Wells	Refund 11863	73.04
05/21/2024	2388	Gousman Maria G Murillo	Refund 11678	117.50
05/21/2024	2389	Arley B & Robin K McAdams	Refund 11587	117.50
05/21/2024	2390	Fernando G & Italia Diaz	Refund 11572	110.00
05/21/2024	2391	Rashad Smith	Refund 11544	104.85
05/21/2024	2392	Mark O & Lynda C Miller	Refund 11523	110.00
05/21/2024	2393	Susan R Bennett	Refund 11437	110.00
05/21/2024	2394	Donald G & Alicia Stanford	Refund 11388	117.50
05/21/2024	2395	Manuel & Maria G Pena	Refund 11270	272.01
05/21/2024	2396	Robert M & Linda J Coburn	Refund 11182	110.00
05/21/2024	2397	Barbara B Seydler	Refund 11078	110.00
05/21/2024	2398	Marilyn Keelen	Refund 11038	170.13
05/21/2024	2399	Sylvia Gobert	Refund 11017	117.50
05/21/2024	2400	James P Haughton	Refund 10986	110.00
05/21/2024	2401	Christian Montes	Refund 10903	192.77
05/21/2024	2402	Juvenal Toledo Lopez	Refund 10897	149.48
05/21/2024	2403	Aubrey D & Coni Robertson	Refund 10878	110.00
05/21/2024	2404	Mauro M & Luz E Avina	Refund 10869	117.50
05/21/2024	2405	Pierre & Rosie M Archelus	Refund 10816	110.00
05/21/2024	2406	Charles A & Monique Stubblefield	Refund 10792	44.00
05/21/2024	2407	Ayana L & Adrian R Sweet	Refund 10765	64.07
05/21/2024	2408	Yolanda Segura	Refund 10753	110.00
05/21/2024	2409	DMG Investment Group LLC	Refund 10740	56.21
05/21/2024	2410	Capital Star LLC	Refund 120.31	120.31
05/21/2024	2411	Lisbeth Hernandez	Refund 10558	153.00
05/21/2024	2412	Tomas Ardon Landaverda	Refund 10364	118.01
05/21/2024	2413	Gregory Jackson	Refund 10323	634.06
05/21/2024	2414	Charles F & Deborah Knox	Refund 10307	110.00
05/21/2024	2415	Brandon R & Alysse Jade Murry	Refund 10286	2,715.62
05/21/2024	2416	K and S Dejong LLC	Refund 10275	454.07
05/21/2024	2417	Larry B & Jennifer Landin	Refund 10231	33.92
05/21/2024	2418	Diego Amezcuita	Refund 10134	394.80
05/21/2024	2419	Carl J Meaux	Refund 10089	117.50
05/21/2024	2420	Peter M Poindexter	Refund 10072	110.00
05/21/2024	2421	Kendall Miguez	Refund 0000068661	117.77
05/21/2024	2422	Elva Gutierrez	Refund 0000068577	110.00
05/21/2024	2423	Kemeka Fields	Refund 0000068502	227.58
05/21/2024	2424	Rabi Hanif	Refund 0000066957	157.42
05/21/2024	2425	Christian L Alvarado	Refund 0000066915	888.22
05/21/2024	2426	Queman Properties LLC	Refund 0000065328	1,513.85
05/21/2024	2427	Ebony J Methodiusngwodo	Refund 0000064566	186.40
05/21/2024	2428	Sarah M & Bruno M Mattoso	Refund 0000064563	156.79
05/21/2024	2429	Budget Truck Rental LLC	Refund 0000054174	854.16
05/21/2024	2430	Peet Hotels Inc	Refund 0000000049	1,330.33
05/21/2024	2432	Marlin Leasing Rec Corp II	Refund 781	23.08
05/21/2024	2433	D L Peterson Trust	Refund 735	4.80
05/21/2024	2434	Carroll Family Investments Ltd	Refund 10331	712.30

11:48 AM

Harris County Municipal Utility District Number 109

05/21/24

Transaction Detail By Account

Accrual Basis

May 21, 2024

Date	Num	Name	Memo	Amount
05/21/2024	2435	Reober S Grounds	Refund 9679-9682, 0000052995	314.10
05/21/2024	2431	Angelica & Cedric Crumbley	Refund 0000064761	288.00
Total Refund Overpayments				22,993.41
TOTAL				22,993.41

Harris County Municipal Utility District Number 109

Tax Collector's Report

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

Fiscal Year Beginning: June 1, 2023

<u>Cash Receipts and Disbursements</u>	<u>Current Period</u>	<u>Year to Date</u>
Cash Balance at Beginning of Period	\$654,942.30	\$360,661.48
Collections:		
2023 Tax Collections	23,367.25	3,727,501.55
2022 Tax Collections	2,478.97	139,515.21
2021 Tax Collections	681.48	6,128.60
2020 Tax Collections	0.00	1,680.50
2019 Tax Collections	0.00	1,509.17
2018 Tax Collections	0.00	518.75
2017 Tax Collections	0.00	488.43
2016 Tax Collections	0.00	475.00
2015 Tax Collections	0.00	439.67
2014 Tax Collections	0.00	395.74
2013 Tax Collections	0.00	358.47
2012 Tax Collections	0.00	358.98
2011 Tax Collections	0.00	390.71
2010 Tax Collections	0.00	394.94
2009 Tax Collections	0.00	7.09
2008 Tax Collections	0.00	7.87
2007 Tax Collections	0.00	8.75
2006 Tax Collections	0.00	10.47
2005 Tax Collections	0.00	12.48
SIT Overage Collections	0.00	12.61
Penalty and Interest	3,031.42	35,351.43
Tax Attorney Fees	836.48	18,294.69
Overpayments	0.00	11,743.89
Returned Checks	0.00	-2,608.06
Interest Earned	<u>592.03</u>	<u>5,926.50</u>
Total Collections	30,987.63	3,948,923.44
Disbursements:		
Tax Assessor-Collector Fee	2,859.84	31,437.84
Tax Assessor-Collector Bond	0.00	250.00
Annual Data Processing Charges	0.00	4,035.35
Tax Attorney Fee	2,114.91	19,025.23
Appraisal District Quarterly Fee	0.00	30,177.00
Transfer to Bond Fund	300,552.50	2,149,557.61
Transfer to Maintenance Fund	274,447.50	1,956,331.24
Publication Cost	845.90	845.90
Refund Overpayments	1,603.83	12,915.15
Bank Charges	<u>146.06</u>	<u>1,650.21</u>
Total Disbursements	<u>582,570.54</u>	<u>4,206,225.53</u>
Cash Balance at End of Period	<u>\$103,359.39</u>	<u>\$103,359.39</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of April 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	\$3,727,502.03	230,005.67	94.19%
2022	3,774,182.93	3,742,082.43	32,100.50	99.15%
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	3,069,978.95	11,611.31	99.62%
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%
1994	1,124,058.85	1,124,058.85	0.00	100.00%
1993	1,075,288.28	1,075,288.28	0.00	100.00%
1992	1,056,792.83	1,056,792.83	0.00	100.00%
1991	1,062,453.27	1,062,453.27	0.00	100.00%
1990	918,308.87	918,308.87	0.00	100.00%
1989	894,403.45	894,403.45	0.00	100.00%
1988	856,779.83	856,779.83	0.00	100.00%
1987	853,204.06	853,204.06	0.00	100.00%
1986	857,037.29	857,037.29	0.00	100.00%
1985	793,674.23	793,674.23	0.00	100.00%
1984	760,460.05	760,460.05	0.00	100.00%
1982	<u>561,303.52</u>	<u>561,303.52</u>	<u>0.00</u>	<u>100.00%</u>
Totals	<u>\$76,070,042.12</u>	<u>\$75,715,581.36</u>	<u>\$354,460.76</u>	<u>99.53%</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Summary as of April 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	2.08%	0.62000	0.05000	0.67000	10,000 O/D
1994	165,302,770	4.54%	0.63000	0.05000	0.68000	10,000 O/D
1993	158,130,630	3.99%	0.63000	0.05000	0.68000	10,000 O/D
1992	152,056,520	-0.53%	0.64500	0.05000	0.69500	10,000 O/D
1991	152,870,970	6.44%	0.64500	0.05000	0.69500	10,000 O/D
1990	143,620,410	4.37%	0.58940	0.05000	0.63940	10,000 O/D
1989	137,600,530	4.39%	0.60000	0.05000	0.65000	10,000 O/D
1988	131,812,280	0.42%	0.60000	0.05000	0.65000	10,000 O/D
1987	131,262,160	-8.11%	0.60000	0.05000	0.65000	10,000 O/D
1986	142,839,550	-1.02%	0.55000	0.05000	0.60000	10,000 O/D
1985	144,304,410	4.37%	0.50000	0.05000	0.55000	10,000 O/D
1984	138,265,460	-1.22%	0.50000	0.05000	0.55000	10,000 O/D
1982	139,975,940	0.00%	0.35100	0.05000	0.40100	10,000 O/D

Harris County Municipal Utility District Number 109

Tax Collector's Report 2023 Tax Levy and Adjustments as of April 30, 2024

<u>2023 Tax Rate: \$0.44 (0.23 I&S + 0.21 M&O)</u>		<u>Taxable Value</u>	<u>Tax Levy</u>
Original Tax Roll:	9/2/2023	\$873,615,042	\$3,843,906.10
Adjustments:			
Supplemental Rolls 1-3	11/28/2023	11,863,362	52,198.80
Supplemental Roll 4	12/8/2023	4,004,581	17,620.14
Supplemental Roll 5	1/21/2024	595,924	2,622.09
Supplemental Rolls 6-7	4/18/2024	<u>9,364,684</u>	<u>41,160.57</u>
Total Adjustments		<u>25,828,551</u>	<u>113,601.60</u>
Total Tax Levy		<u>\$899,443,593</u>	<u>\$3,957,507.70</u>

Summary of 2023 Certified Property Values:

<u>Land Value</u>	<u>Improvements</u>	<u>Personalty</u>	<u>Assessed</u>	<u>Exemptions</u>	<u>Taxable Value</u>
<u>145,059,918</u>	<u>863,821,836</u>	<u>27,833,185</u>	<u>1,036,714,939</u>	<u>137,281,346</u>	<u>899,433,593</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Tax Collections for April, 2024

<u>Property Owner</u>	<u>Account No</u>	<u>Tax Amount</u>	<u>Pen & Int</u>	<u>Atty/Cost</u>	<u>Overpaid</u>	<u>Total Pmt</u>
2023 Tax Collections:						
Various Accounts	29 Accounts	<u>\$23,367.25</u>	<u>\$2,110.49</u>	<u>\$20.18</u>	<u>\$0.00</u>	<u>\$25,497.92</u>
Total 2023 Tax Collections		<u>23,367.25</u>	<u>2,110.49</u>	<u>20.18</u>	<u>0.00</u>	<u>25,497.92</u>
2022 Tax Collections:						
Gloria Simon & Maria	113-135-000-0013	\$545.93	\$147.40	\$138.67	\$0.00	\$832.00
Milabun Investments LLC	114-139-010-0027	734.01	190.84	184.97	0.00	1,109.82
Fleming Karen	115-511-017-0034	1,054.68	284.76	267.89	0.00	1,607.33
Williams Joshua	138-348-001-0003	<u>144.35</u>	<u>38.97</u>	<u>36.68</u>	<u>0.00</u>	<u>220.00</u>
Total 2022 Tax Collections		<u>\$2,478.97</u>	<u>\$661.97</u>	<u>\$628.21</u>	<u>\$0.00</u>	<u>\$3,769.15</u>
2021 Tax Collections:						
Milabun Investments LLC	114-139-010-0027	<u>\$681.48</u>	<u>\$258.96</u>	<u>\$188.09</u>	<u>\$0.00</u>	<u>\$1,128.53</u>
Total 2021 Tax Collections		<u>\$681.48</u>	<u>\$258.96</u>	<u>\$188.09</u>	<u>\$0.00</u>	<u>\$1,128.53</u>

Summary of Other Collections	<u>\$3,031.42</u>	<u>\$836.48</u>	<u>\$0.00</u>	\$30,395.60
Interest Earnings				<u>592.03</u>
Total Collected during Month				<u>\$30,987.63</u>

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Detail as of April 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
Daluc Corporation	109-142-000-0006	428.85	0.00	0.00	0.00	0.00
Q:Kelly Shirley A	109-142-000-0006	143.84	0.00	0.00	0.00	0.00
D:Cartwright Ed & Diane	109-142-000-0034	649.33	591.96	591.09	526.44	4,660.72
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
Thomas Teresa N	113-133-000-0005	117.50	0.00	0.00	0.00	0.00
D:Curry Arthur W & Sharon	113-133-000-0008	0.00	406.50	0.00	0.00	0.00
Gloria Simon & Maria	113-135-000-0013	319.02	0.00	0.00	0.00	0.00
Wade James Jr	113-135-000-0015	851.70	0.00	0.00	0.00	0.00
Swareman Linda	113-135-000-0019	927.07	0.00	0.00	0.00	0.00
Ruiz John	113-136-000-0003	335.53	0.00	0.00	0.00	0.00
D:Sanchez Olga	113-142-000-0043	530.39	245.73	0.00	0.00	0.00
Bjornaas 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
Geibe Virginia	114-139-015-0004	0.00	0.00	0.00	477.24	0.00
McMahan Thomas L	114-139-018-0001	728.34	0.00	0.00	0.00	0.00
Walton Gregory L	114-350-014-0012	617.06	561.99	0.00	0.00	0.00
Blow Cheryl	114-350-015-0118	0.00	0.00	0.00	0.00	2,093.63
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
P:Williams Joshua	138-348-001-0003	383.70	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

Harris County Municipal Utility District Number 109

Tax Collector's Report Taxes Receivable Detail as of April 30, 2024

Property Owner	Account No.	2022 Tax	2021 Tax	2020 Tax	2019 Tax	Prior Yrs
RB Mobile Repair	2274611	88.67	0.00	0.00	0.00	0.00
Phones-R-Us Inc	2289501	55.42	54.29	54.29	54.29	54.59
Tomas A Arden Landaverde	2313791	513.69	85.23	0.00	0.00	0.00
VFS LLC	2322209	331.33	0.00	0.00	0.00	0.00
Serenty Health Services LL	2337347	25.00	30.91	40.32	0.00	0.00
Gabriel Martinez	2338191	94.75	96.76	0.00	0.00	0.00
HK Granite & Cabinet Inc	2342853	61.79	0.00	0.00	0.00	0.00
Sophia Massage	2342875	27.26	0.00	0.00	0.00	0.00
Amfah Investments LLC	2343023	148.38	210.67	175.29	0.00	0.00
Spoiled Mutts	2343180	88.38	90.26	90.26	0.00	0.00
My house Barber Shop	2343201	16.18	0.00	0.00	0.00	0.00
Di Maria Fresh Food	2343249	107.63	121.47	0.00	0.00	0.00
Fresh Ink Media Group	2344047	53.78	54.92	54.92	0.00	0.00
The Kut Factory	2344116	29.22	0.00	0.00	0.00	0.00
BI Massage	2344399	16.60	0.00	0.00	0.00	0.00
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:Ismeal Anaya	2363334	362.76	226.80	287.85	0.00	0.00
Tith Transport Inc	2375231	100.46	0.00	0.00	0.00	0.00
Lit Up Smoke Shop	2379414	186.46	0.00	0.00	0.00	0.00
Fleet Clean Inc	2384334	111.47	0.00	0.00	0.00	0.00
Audio-Visual Media Inc	2387261	53.35	0.00	0.00	0.00	0.00
Michael Lloyd Harris	2387430	167.09	0.00	0.00	0.00	0.00
Nikola Gajuc MD	2390168	127.16	0.00	0.00	0.00	0.00
Sheila Freighthan	2390580	51.12	0.00	0.00	0.00	0.00
Roberto Izquierdo Peraza	2391689	443.40	0.00	0.00	0.00	0.00
Andres Balp	2392979	39.55	0.00	0.00	0.00	0.00
Prior Years Personal Property		21.61	195.10	779.54	851.02	26,991.12
Total Receivable		\$32,100.50	\$13,939.77	\$12,147.56	\$11,611.31	46,554.95



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | May 21, 2024

Harris County Municipal Utility District No. 109

Exhibit G



WEBSITE

www.municipalaccounts.com



ADDRESS

1281 Brittmoore Road
Houston, Texas 77043



CONTACT

Phone: 713.623.4539
Fax: 713.629.6859

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Your District Stats

Created in July 1974

First Bond Sale 1976

Total ESFC Count ... 3,805

Total Tax Rate \$0.47

Cost Per 10K Gal \$64.50

Certified Value \$900,786,304

Services Provided
Retail Water, Retail Wastewater, Joint Wastewater Facility, Security

All values are from the most recent audited financial statements.

Spotlight On Neighbor Districts

Harris County Municipal Utility District No. 153 (HC MUD 153)

Created September 1977

Total Tax Rate \$0.4259

First Bond 1985

Cost Per 10K Gal \$69.14

ESFC Count ... 4,018

Certified Value \$1,151,000,900

Services Provided: Retail Water, Retail Wastewater, Solid Waste/Garbage, Joint Water Facility, Joint Wastewater Facility, Drainage, Security

Harris County Municipal Utility District No. 151 (HC MUD 151)

Created March 1977

Total Tax Rate \$0.304

First Bond 1978

Cost Per 10K Gal \$66.50

ESFC Count ... 2,629

Certified Value \$699,019,761

Services Provided: Retail Water, Retail Wastewater, Joint Wastewater Facility

Harris County Municipal Utility District No. 106 (HC MUD 106)

Created October 1978

Total Tax Rate \$0.7823

First Bond 2002

Cost Per 10K Gal \$94.95

ESFC Count ... 2,206

Certified Value \$486,989,670

Services Provided: Retail Water, Retail Wastewater, Solid Waste/Garbage, Joint Water Facility, Joint Wastewater Facility, Drainage, Security

Harris County Municipal Utility District No. 46 (HC MUD 46)

Created November 1976

Total Tax Rate \$0.337

First Bond 1977

Cost Per 10K Gal \$71.75

ESFC Count ... 1,602

Certified Value \$411,324,666

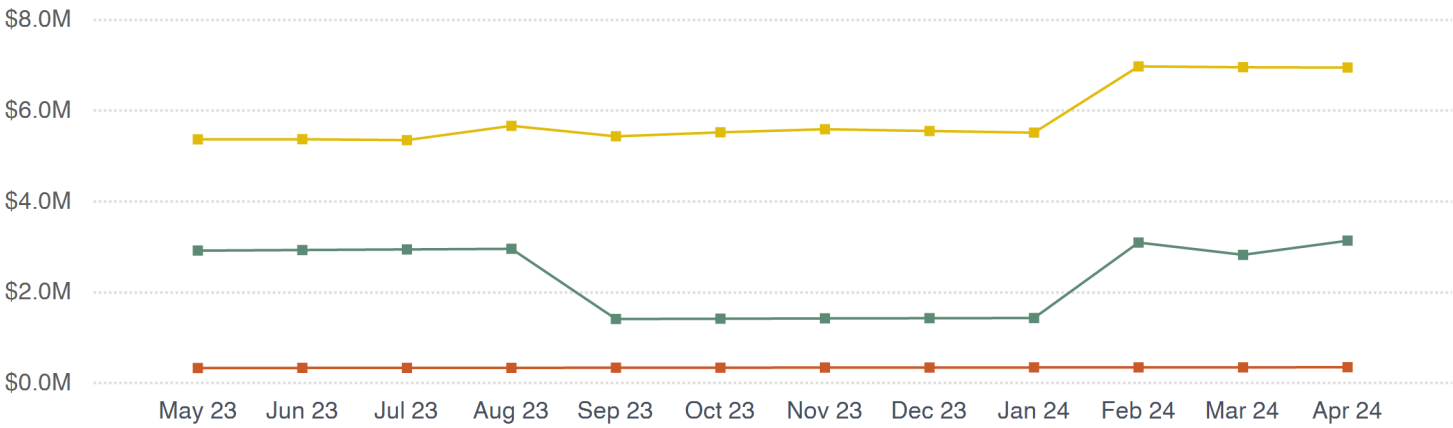
Services Provided: Retail Water, Retail Wastewater, Joint Wastewater Facility, Drainage

Account Balance | As of 05/21/2024

General Operating	Capital Projects	Debt Service
\$6,466,880	\$349,339	\$3,137,718

Total For All Accounts: \$9,953,936

Account Balance By Month | May 2023 - April 2024



Monthly Financial Summary - General Operating Fund

Harris County MUD No. 109 - GOF



Account Balance Summary

Balance as of 04/17/2024 **\$6,466,307**

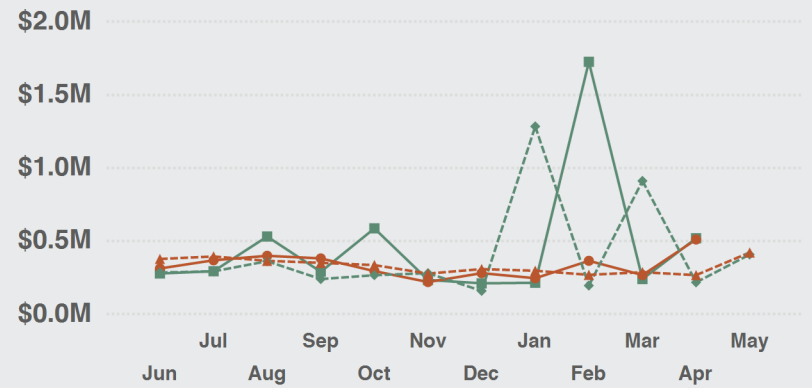
Receipts 974,421

Disbursements (973,848)

Balance as of 05/21/2024 **\$6,466,880**

Overall Revenues & Expenditures By Month (Year to Date)

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



April 2024

Revenues

Actual	Budget	Over/(Under)
\$519,126	\$258,088	\$261,038

Expenditures

Actual	Budget	Over/(Under)
\$510,347	\$302,791	\$207,556

June 2023 - April 2024 (Year to Date)

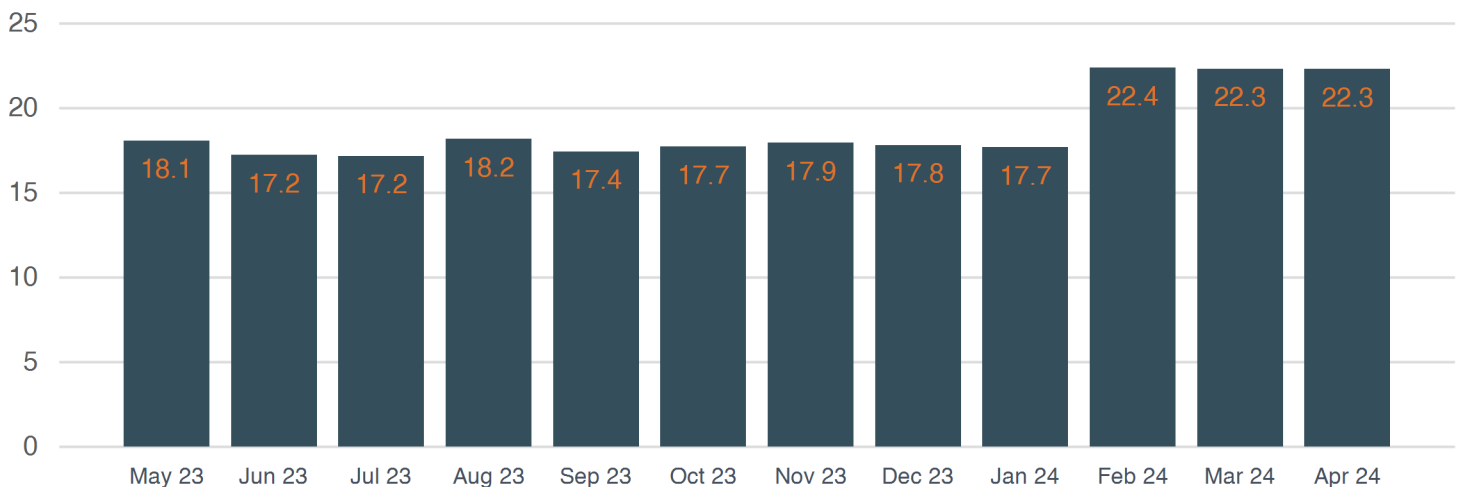
Revenues

Actual	Budget	Over/(Under)
\$5,121,010	\$4,603,938	\$517,072

Expenditures

Actual	Budget	Over/(Under)
\$3,641,318	\$3,474,681	\$166,637

Operating Fund Reserve Coverage Ratio (In Months)



Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
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Balance as of 04/17/2024			\$4,578.96
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Receipts

Refund - AWBD Conference	330.00
HC 151 Water Supply	2,599.00
Interest Earned on Checking	132.10
Sweep from Lockbox Account	183,753.12
City of Houston - Sales Tax Rebate	7,751.24
Wire Transfer from Money Market	297,500.00

Total Receipts	\$492,065.46
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Disbursements

16699	Centerpoint Energy	Utilities Expense	(290.86)
16700	Cheryl C. Moore	Fees of Office - 05/21/2024	(204.10)
16701	Chris Green	Fees of Office - 05/21/2024	(204.10)
16702	Nancy Frank	Fees of Office - 05/21/2024	(204.10)
16703	Owen H. Parker	Fees of Office - 05/21/2024	(204.08)
16704	Robin Sulpizio	Fees of Office - 05/21/2024	(204.10)
16705	Cheryl C. Moore	Fees of Office - 04/22/2024 & Expense	(234.04)
16706	Chris Green	Fees of Office - 04/22 & 05/06/2024	(472.49)
16707	Nancy Frank	Expense	(86.26)
16708	Owen H. Parker	Fees of Office - 05/06/2024 & Expense	(244.10)
16709	Robin Sulpizio	Expense	(65.00)
16710	Blancy Wanko	Customer Refund	(197.49)
16711	Brenden and Kendall Miguez	Customer Refund	(9.15)
16712	George W Best	Customer Refund	(84.68)
16713	Heather Rodriguez	Customer Refund	(10.99)
16714	Hon JV III Titleholder, LLC	Customer Refund	(193.38)
16715	Houston Preferred Propreties	Customer Refund	(69.01)
16716	Jamal Leonard	Customer Refund	(14.52)
16717	Jennifer Scypion	Customer Refund	(66.96)
16718	Lore JKV SFR Texas, LLC	Customer Refund	(187.44)
16719	Marie Holcombe	Customer Refund	(12.90)
16720	MYND Management, Inc	Customer Refund	(31.30)
16721	Noreen Kane	Customer Refund	(92.23)
16722	Offerpad, LLC.	Customer Refund	(175.43)
16723	Roger Holland.	Customer Refund	(32.13)
16724	Samantha Schlaeger	Customer Refund	(22.19)
16725	Seyah Realty, LLC	Customer Refund	(192.61)
16726	Shashi Malkani	Customer Refund	(194.38)
16727	Teresa Bedgood	Customer Refund	(64.10)
16728	Advanced Electrical Solutions	Power Quality Investigation- WP 2	(2,887.50)
16729	Atascocita Joint Operations Board	Schedule B & C Costs	(55,534.89)
16730	BGE, Inc.	Engineering Fees	(24,873.88)

Cash Flow Report - Checking Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Disbursements				
16731	Brightspeed	Telephone Expense	(900.87)	
16732	CDC Unlimited, LLC	Mowing Expense	(4,393.50)	
16733	Chlorinator Maint. Co., Inc.	Repairs & Maintenance	(4,323.90)	
16734	DSHS Central Lab MC2004	Laboratory Expense	(350.00)	
16735	GFL Environmental	Garbage Expense	(332.00)	
16736	Harris County Treasurer	Patrol Services	(20,370.00)	
16737	Hawkins, Inc	Chemicals Expense	(4,131.00)	
16738	Hudson Energy	Utilities Expense	(9,476.40)	
16739	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(4,899.14)	
16740	NHCRWA	Water Authority Fees	(76,601.15)	
16741	Norton Rose Fulbright US LLP	Legal Fees	(4,452.68)	
16742	Oaks of Atascocita Community Improvement	Security Contribution - HOA	(3,750.00)	
16743	Peltier Brothers Construction, LLC	Pay Est. No. 2 - Barents Dr. Lift Station	(225,337.50)	
16744	PVS DX, Inc	Chemicals Expense	(1,244.01)	
16745	Water Utility Services, Inc.	Laboratory Expense	(340.00)	
16746	WWWMS	Maintenance and Operations	(44,124.10)	
16747	Centerpoint Energy	Utilities Expense	0.00	
Svc Chrg	Central Bank	Service Charge	(5.00)	
Total Disbursements			(\$492,391.64)	
Balance as of 05/21/2024				\$4,252.78

Cash Flow Report - Operator Account

Harris County MUD No. 109 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 04/17/2024				\$116,370.53
Receipts				
	Inspection Fees		450.00	
	Accounts Receivable		72,872.87	
	Accounts Receivable		108,689.34	
Total Receipts				\$182,012.21
Disbursements				
Ret Ck	Central Bank	Customer Returned Checks (4)	(198.17)	
Svc Chrg	Central Bank	Service Charge	(5.00)	
Sweep	Harris County MUD 109	Transfer to Checking Account	(183,753.12)	
Total Disbursements				(\$183,956.29)
Balance as of 05/21/2024				\$114,426.45

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



		April 2024			June 2023 - April 2024			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	46,923	45,840	1,083	537,628	515,700	21,928	573,000
14102	Surface Water - Reserve	86,873	113,496	(26,623)	1,066,319	1,276,830	(210,511)	1,418,700
14103	Capital Contribution Credit-NHC	12,261	0	12,261	134,874	0	134,874	0
14105	Connection Fees	3,400	2,583	817	24,525	28,417	(3,892)	31,000
14108	Water Sales to HC 151	580	869	(289)	11,343	12,332	(989)	13,500
Total Water Revenue		150,037	162,788	(12,751)	1,774,689	1,833,279	(58,590)	2,036,200
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	52,790	54,950	(2,160)	593,011	604,450	(11,439)	659,400
Total Wastewater Revenue		52,790	54,950	(2,160)	593,011	604,450	(11,439)	659,400
Property Tax Revenue								
14301	Maintenance Tax Collections	274,448	0	274,448	1,956,331	1,722,365	233,966	1,722,365
Total Property Tax Revenue		274,448	0	274,448	1,956,331	1,722,365	233,966	1,722,365
Sales Tax Revenue								
14401	COH Rebate	7,414	8,108	(695)	91,911	89,192	2,720	97,300
Total Sales Tax Revenue		7,414	8,108	(695)	91,911	89,192	2,720	97,300
Tap Connection Revenue								
14501	Tap Connections	0	1,250	(1,250)	1,705	13,750	(12,045)	15,000
14502	Inspection Fees	1,251	817	434	9,561	8,983	578	9,800
Total Tap Connection Revenue		1,251	2,067	(816)	11,266	22,733	(11,467)	24,800
Administrative Revenue								
14702	Penalties & Interest	7,155	7,908	(753)	85,442	86,992	(1,550)	94,900
Total Administrative Revenue		7,155	7,908	(753)	85,442	86,992	(1,550)	94,900
Interest Revenue								
14801	Interest Earned on Checking	132	200	(68)	1,672	2,200	(528)	2,400
14802	Interest Earned on Temp. Invest	25,895	22,008	3,888	267,685	242,086	25,599	264,094
Total Interest Revenue		26,027	22,208	3,820	269,357	244,286	25,071	266,494
Other Revenue								
15801	Miscellaneous Income	4	58	(54)	339,003	642	338,362	700
Total Other Revenue		4	58	(54)	339,003	642	338,362	700
Total Revenues		519,126	258,088	261,038	5,121,010	4,603,938	517,072	4,902,159

Expenditures

Water Service

16102	Operations - Water	9,268	9,650	(382)	104,635	106,150	(1,515)	115,800
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Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



			April 2024			June 2023 - April 2024			
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures									
Water Service									
16105	Maintenance & Repairs - Water		10,646	33,333	(22,688)	280,910	366,667	(85,757)	400,000
16107	Chemicals - Water		722	6,333	(5,611)	73,466	69,667	3,799	76,000
16108	Laboratory Expense - Water		940	658	282	7,987	7,242	745	7,900
16109	Mowing - Water		698	1,125	(428)	11,696	12,375	(679)	13,500
16110	Utilities - Water		8,141	9,083	(942)	102,098	99,917	2,182	109,000
16111	Reconnections		1,070	925	145	9,710	10,175	(465)	11,100
16112	Disconnection Expense		525	425	100	3,900	4,675	(775)	5,100
16113	Service Account Collection		2,081	2,617	(536)	24,213	28,783	(4,571)	31,400
16114	Telephone Expense - Water		460	483	(24)	4,565	5,317	(751)	5,800
16116	Permit Expense - Water		0	658	(658)	7,666	7,242	424	7,900
16117	TCEQ Regulatory Expense - Water		0	0	0	1,832	3,081	(1,249)	3,081
16118	Surface Water Fee		88,862	124,976	(36,114)	1,216,189	1,405,980	(189,791)	1,562,200
Total Water Service			123,413	190,268	(66,854)	1,848,867	2,127,269	(278,402)	2,348,781
Wastewater Service									
16202	Operations - Wastewater		1,979	2,400	(421)	25,178	26,400	(1,222)	28,800
16204	Purchase Wastewater Service		33,669	41,800	(8,131)	327,923	459,800	(131,877)	501,600
16205	Maint & Repairs - Wastewater		15,952	15,717	236	185,756	172,883	12,873	188,600
16207	Chemicals - Wastewater		0	392	(392)	331	4,308	(3,977)	4,700
16208	Laboratory Fees - Wastewater		0	233	(233)	530	2,567	(2,037)	2,800
16209	Mowing - Wastewater		698	967	(269)	10,760	10,633	127	11,600
16210	Utilities - Lift Station		1,626	2,225	(599)	22,813	24,475	(1,662)	26,700
16214	Telephone Expense - Wastewater		443	458	(15)	5,342	5,042	300	5,500
16217	TCEQ Regulatory Exp-Wastewater		0	0	0	1,832	3,081	(1,249)	3,081
Total Wastewater Service			54,367	64,192	(9,824)	580,466	709,189	(128,724)	773,381
Garbage Service									
16301	Garbage Expense		332	1,147	(815)	7,768	12,617	(4,849)	13,764
Total Garbage Service			332	1,147	(815)	7,768	12,617	(4,849)	13,764
Storm Water Quality									
16404	Detention Pond Mowing		1,534	0	1,534	6,136	0	6,136	0
Total Storm Water Quality			1,534	0	1,534	6,136	0	6,136	0
Tap Connection									
16501	Tap Connection Expense		0	583	(583)	2,625	6,417	(3,792)	7,000
16502	Inspection Expense		0	1,158	(1,158)	13,196	12,742	455	13,900
Total Tap Connection			0	1,742	(1,742)	15,821	19,158	(3,337)	20,900
Administrative Service									
16703	Legal Fees		4,438	5,283	(846)	84,494	58,117	26,377	63,400

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



			April 2024			June 2023 - April 2024			
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures									
Administrative Service									
16705	Auditing Fees		0	0	0	18,500	18,000	500	18,000
16706	Engineering Fees		10,693	6,667	4,026	72,981	73,333	(352)	80,000
16709	Election Expense		0	833	(833)	0	9,167	(9,167)	10,000
16710	Website Expense		0	75	(75)	910	825	85	900
16712	Bookkeeping Fees		4,603	3,920	683	50,018	52,080	(2,062)	56,000
16713	Legal Notices & Other Publ.		0	0	0	846	0	846	0
16714	Printing & Office Supplies		2,460	2,525	(65)	27,051	27,775	(724)	30,300
16716	Delivery Expense		30	25	5	429	275	154	300
16717	Postage		47	58	(11)	636	642	(5)	700
16718	Insurance & Surety Bond		0	0	0	0	0	0	39,900
16719	AWBD Expense		(330)	0	(330)	2,320	13,200	(10,880)	13,200
16722	Bank Service Charges		10	92	(82)	310	1,008	(698)	1,100
16723	Travel Expense		37	117	(80)	369	1,283	(915)	1,400
16727	Arbitrage Expense		0	0	0	0	2,250	(2,250)	3,250
16728	Record Storage Fees		40	33	6	491	367	124	400
Total Administrative Service			22,027	19,628	2,398	259,355	258,322	1,033	318,850
Security Service									
16801	Security Patrol Expense		24,120	19,708	4,412	250,190	216,792	33,398	236,500
16802	Security Monitoring		0	92	(92)	12,979	1,008	11,970	1,100
Total Security Service			24,120	19,800	4,320	263,169	217,800	45,369	237,600
Payroll Expense									
17101	Payroll Expenses		1,665	2,083	(418)	18,277	22,917	(4,640)	25,000
Total Payroll Expense			1,665	2,083	(418)	18,277	22,917	(4,640)	25,000
Other Expense									
17802	Miscellaneous Expense		363	292	71	3,326	3,208	118	3,500
Total Other Expense			363	292	71	3,326	3,208	118	3,500
Total Expenditures			227,821	299,151	(71,330)	3,003,184	3,370,481	(367,297)	3,741,776
Total Revenues (Expenditures)			291,304	(41,063)	332,368	2,117,826	1,233,457	884,369	1,160,383
Other Expenditures									
Capital Outlay									
17901	Capital Outlay								
17901a	Capital Outlay - General		0	0	0	28,922	0	28,922	0
17901b	Capital Outlay - AJOB		21,866	0	21,866	240,523	50,000	190,523	50,000
17901c	WP 1 Well Rehab		3,640	3,640	0	4,200	4,200	0	200,000
17901d	WP 1 Electrical Improvements		0	0	0	0	0	0	250,000

Actual vs. Budget Comparison

Harris County MUD No. 109 - GOF



	April 2024			June 2023 - April 2024			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Other Expenditures							
Capital Outlay							
17901e WP 1 GST 1 Replacement	0	0	0	0	0	0	250,000
17901f HC 46 Water Interconnect	0	0	0	0	0	0	50,000
17901g Manhole Valve Rehab	0	0	0	0	0	0	250,000
Total Capital Outlay	25,506	3,640	21,866	273,645	54,200	219,445	1,050,000
17904 Capital Outlay - Barents Dr L/S	257,020	0	257,020	364,489	50,000	314,489	50,000
Total Capital Outlay	282,526	3,640	278,886	638,134	104,200	533,934	1,100,000
Total Other Expenditures	282,526	3,640	278,886	638,134	104,200	533,934	1,100,000
Total Other Revenues (Expenditures)	(282,526)	(3,640)	(278,886)	(638,134)	(104,200)	(533,934)	(1,100,000)
Excess Revenues (Expenditures)	8,779	(44,703)	53,482	1,479,692	1,129,257	350,435	60,383

Balance Sheet as of 04/30/2024

Harris County MUD No. 109 - GOF



Assets

Bank

11101 Cash in Bank	\$191,388
11102 Operator	114,426
Total Bank	\$305,815

Investments

11201 Time Deposits	\$6,645,700
Total Investments	\$6,645,700

Receivables

11301 Accounts Receivable	\$224,608
11303 Maintenance Tax Receivable	105,651
11305 Accrued Interest	5,684
11306 Due From COH	26,752
Total Receivables	\$362,695

Interfund Receivables

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

Reserves

11601 Reserve in A.C.P.	\$350,913
Total Reserves	\$350,913

Total Assets

\$8,215,920

Liabilities & Equity

Liabilities

Accounts Payable

12101 Accounts Payable	\$216,616
12102 Payroll Liabilities	237
Total Accounts Payable	\$216,852

Other Current Liabilities

12201 Unclaimed Property	\$3,539
12204 Retainage Payable	34,795
Total Other Current Liabilities	\$38,334

Deferrals

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

Deposits

12601 Customer Meter Deposits	\$307,746
12606 Zimmerman Properties - 9 acre	503
12607 Madden Tract	172

Balance Sheet as of 04/30/2024

Harris County MUD No. 109 - GOF



Liabilities & Equity

Liabilities		
Deposits		
12608 Woodland Hills Annexation	5,000	
Total Deposits	\$313,421	
Total Liabilities	\$674,258	
Equity		
Unassigned Fund Balance		
13101 Unallocated Fund Balance	\$6,061,970	
Total Unassigned Fund Balance	\$6,061,970	
Net Income	\$1,479,692	
Total Equity	\$7,541,662	
Total Liabilities & Equity	\$8,215,920	

Monthly Financial Summary - Capital Projects Fund

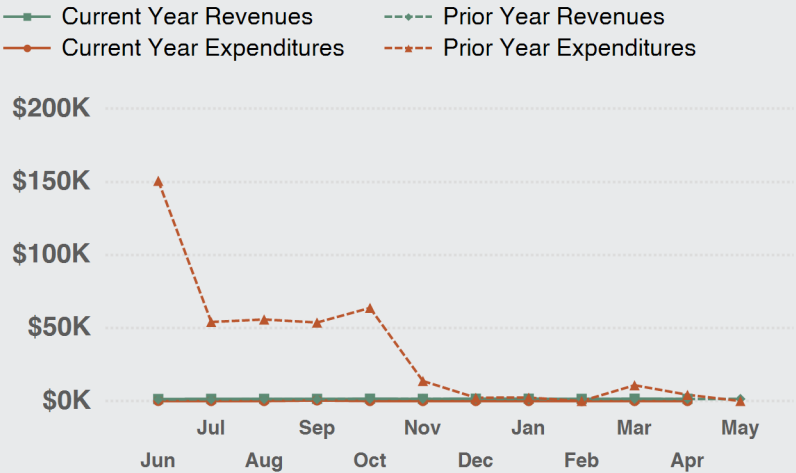
Harris County MUD No. 109 - CPF



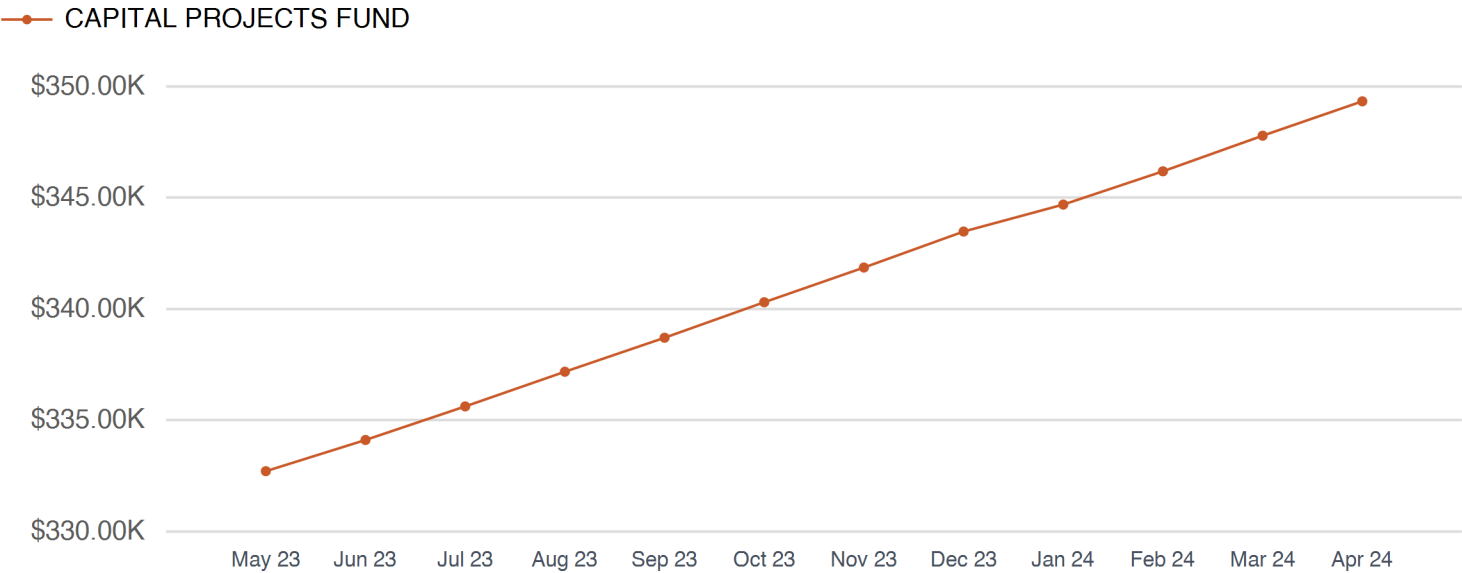
Account Balance Summary

Balance as of 04/17/2024	\$347,793
Receipts	1,550
Disbursements	(5)
Balance as of 05/21/2024	\$349,339

Overall Revenues & Expenditures By Month (Year to Date)



Account Balance By Month | May 2023 - April 2024



Cash Flow Report - Checking Account

Harris County MUD No. 109 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 04/17/2024				\$135.00
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 05/21/2024				\$130.00

District Debt Summary as of 05/21/2024

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
Total Due 10/01/2024		\$1,505,000.00	\$282,338.88	\$1,787,338.88

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
Total Due 04/01/2025		\$0.00	\$260,212.68	\$260,212.68

Investment Profile as of 05/21/2024

Harris County MUD No. 109

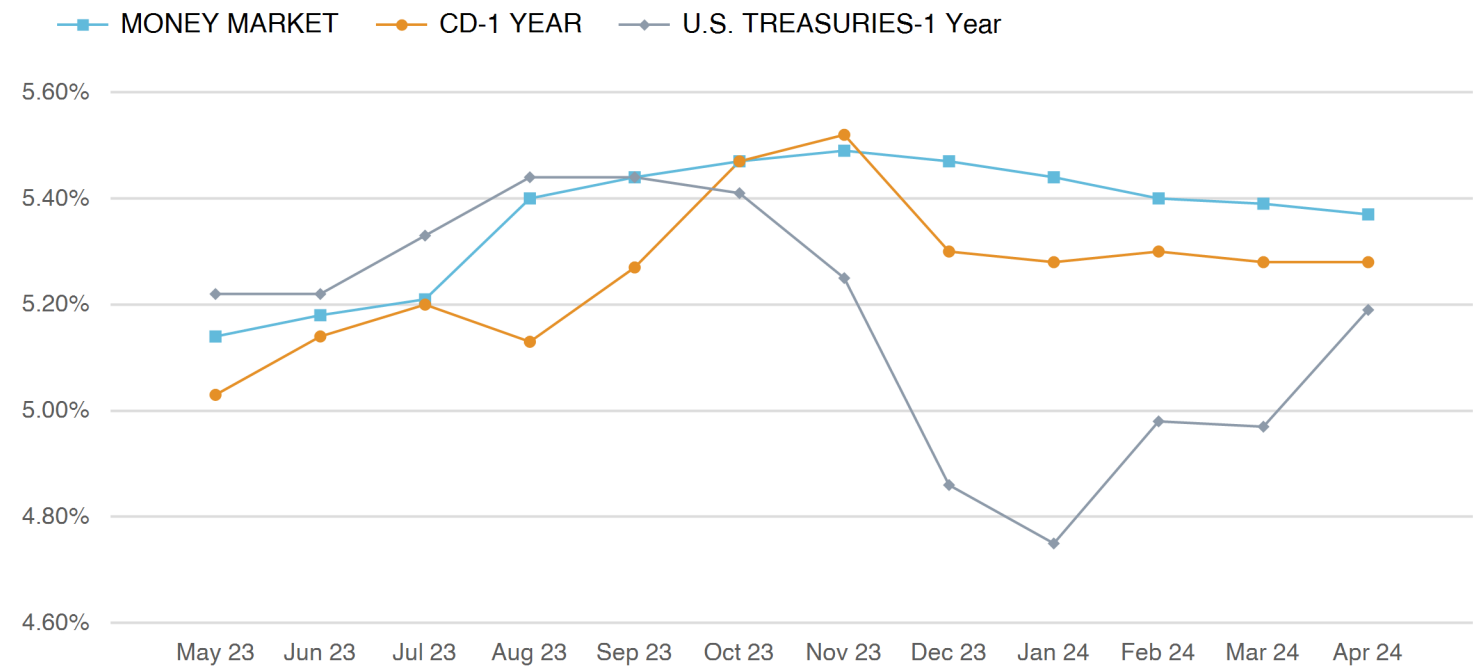


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$6,466,880	Funds Available to Invest \$349,339	Funds Available to Invest \$3,137,718	Funds Available to Invest N/A
Funds Invested \$6,348,200	Funds Invested \$349,209	Funds Invested \$3,137,718	Funds Invested N/A
Percent Invested 98%	Percent Invested 99%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.37%	180 Days	5.42%	180 Days	5.37%
		270 Days	5.37%	270 Days	5.37%
		1 Yr	5.29%	1 Yr	5.15%
		13 Mo	5.17%	13 Mo	N/A
		18 Mo	4.41%	18 Mo	5.15%
		2 Yr	2.11%	2 Yr	4.83%

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

Investment Rates Over Time (By Month) | May 2023 - April 2024



Account Balance as of 05/21/2024

Harris County MUD No. 109 - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
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	
Money Market Funds					
TEXAS CLASS (XXXX0001)	03/22/2017		5.42%	5,643,200.27	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1891)			0.00%	4,252.78	Checking Account
CENTRAL BANK - CHECKING (XXXX4632)			0.00%	114,426.45	Operator
Totals for General Operating Fund				\$6,466,879.50	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0002)	03/22/2017		5.42%	349,208.62	Series 2017
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX1875)			0.00%	130.00	Checking Account
Totals for Capital Projects Fund				\$349,338.62	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
CADENCE BANK - DEBT (XXXX1385)	12/01/2023	08/27/2024	5.50%	235,000.00	
THIRD COAST BANK-DEBT (XXXX3518)	12/01/2023	08/27/2024	5.50%	235,000.00	
Money Market Funds					
TEXAS CLASS (XXXX0003)	03/22/2017		5.42%	2,667,717.97	
Totals for Debt Service Fund				\$3,137,717.97	

Grand Total for Harris County MUD No. 109 :

\$9,953,936.09

Capital Projects Fund Breakdown

Harris County Municipal Utility District No. 109

As of Date 05/21/2024

Net Proceeds for All Bond Issues

Receipts

Bond Proceeds - Series 2017	\$12,100,000.00
Interest Earnings - Series 2017	275,009.62

Disbursements

Disbursements - Series 2017	(\$12,025,671.00)
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Total Cash Balance	\$349,338.62
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Balances by Account

Central Bank - Checking	\$130.00
TX Class - Series 2017	349,208.62

Total Cash Balance	\$349,338.62
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Balances by Bond Series

Bond Proceeds - Series 2017	\$349,338.62
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Total Cash Balance	\$349,338.62
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Remaining Costs/Surplus By Bond Series

Proposed Water Well No. 1 Rehab	\$349,338.62
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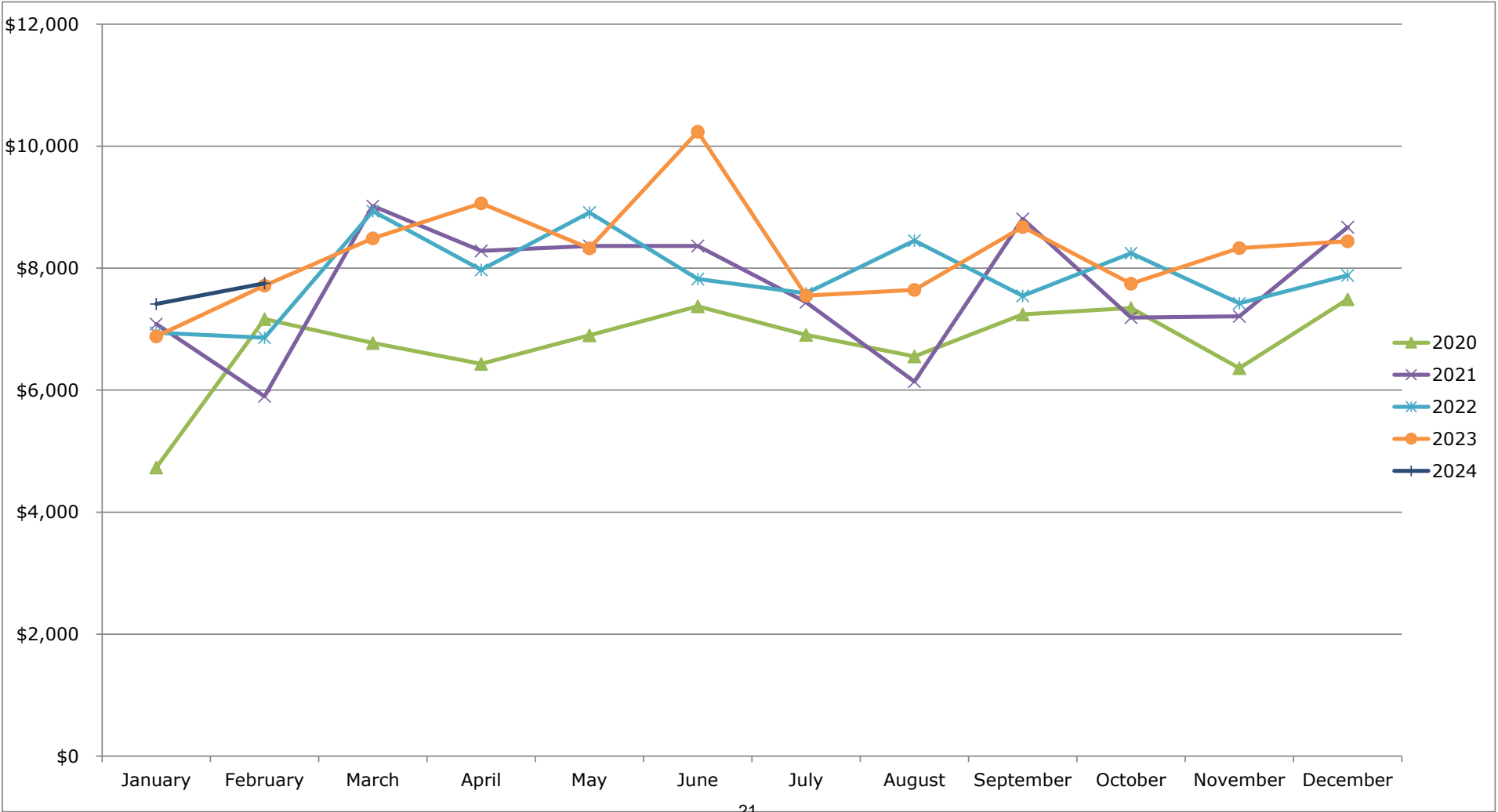
Total Surplus & Interest Balance	\$349,338.62
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Total Remaining Costs/Surplus	\$349,338.62
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Sales Tax Revenue History

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											
Total	\$51,209	\$53,315	\$55,738	\$46,358	\$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
12606 · Zimmerman Properties - 9 acre							
	07/14/2022	Recpt		Zimmerman Feasibility Zimmerman Tract		5,000.00	5,000.00
	09/30/2022	9-221757	BGE, Inc.	Feasibility Study	4,496.77		503.23
					<u>4,496.77</u>	<u>5,000.00</u>	<u>503.23</u>
Total 12606 · Zimmerman Properties - 9 acre 12607 · Madden Tract							
	07/21/2022	Recpt		Madden Annexation		5,000.00	5,000.00
	09/30/2022	9-221756	BGE, Inc.	Madden Tract Feasibility Study Madden	4,538.55		461.45
	11/30/2022	11-220213	BGE, Inc.	Tract Feasibility Study	289.06		172.39
					<u>4,827.61</u>	<u>5,000.00</u>	<u>172.39</u>
12608 · Woodland Hills Annexation							
	07/20/2023	Deposit		Woodland Hills Tract		5,000.00	5,000.00
	08/31/2023	8-231023	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	1,185.17		3,814.83
	09/28/2023	Repts		Woodlands Hills Annexation Deposit #2		5,000.00	8,814.83
	09/30/2023	9-230188	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	1,146.88		7,667.95
	10/31/2023	10-230410	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	432.82		7,235.13
	11/30/2023	11-230332	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	865.63		6,369.50
	01/31/2024	1-240378	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	35.55		6,333.95
	04/30/2024	4-240226	BGE, Inc.	Woodland Hills Multi-Family Feasibility Study	1,333.95		5,000.00
					<u>5,000.00</u>	<u>10,000.00</u>	<u>5,000.00</u>
					<u>14,324.38</u>	<u>20,000.00</u>	<u>5,675.62</u>
Total 12608 · Woodland Hills Annexation TOTAL							

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%
Beginning Cash Balance 5-31-2024	\$6,466,880	\$5,367,497	\$5,817,050	\$6,405,247	\$6,220,472
Revenues					
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
Total Revenues	\$5,014,898	\$5,196,638	\$5,392,784	\$5,604,637	\$5,833,622
Expenses					
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
Total Expenses	\$3,450,300	\$3,690,085	\$3,948,586	\$4,227,412	\$4,528,319
Net Surplus	\$1,564,598	\$1,506,553	\$1,444,198	\$1,377,224	\$1,305,303
Capital Outlay					
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
Total Capital Outlay	\$2,663,981	\$1,057,000	\$856,000	\$1,562,000	\$425,000
Construction Surplus	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$5,367,497	\$5,817,050	\$6,405,247	\$6,220,472	\$7,100,775
Operating Reserve % of Exp					
Percentage	156%	158%	162%	147%	157%
Number of Months	19	19	19	18	19
Bond Authority					
Remaining Bonding Capacity - \$12,950,000					
Maintenance Tax Rate Cap - \$1.00					

2024 AWBD Summer Conference

Harris County Municipal Utility District No. 109

Thursday, June 13 - Saturday, June 15, 2024

Fort Worth Convention Center, Fort Worth, TX

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

Note

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

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

All hotel reservations are the sole responsibility of each attendee.

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

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

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

Registration Dates

Early Registration:	Begins	1/31/2024	\$435
Regular Registration:	Begins	2/22/2024	\$485
Late Registration	Begins	5/2/2024	\$585

Cancellation Policy

All cancellations must be made in writing.

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

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

Housing Information

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

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

Adopted Budget

Harris County MUD No. 109 - Fiscal Year Ending May 2025

	Eleven Month Actuals 6/2022 - 4/2024	Twelve Months Annualized FYE 5/2024	Approved 2024 Budget	Adopted 2025 Budget
Revenues				
14101 · Water- Customer Service Revenue	\$537,628	\$585,128	\$573,000	\$591,000
14102 · Surface Water - Reserve	1,066,319	1,156,319	1,418,700	1,191,000
14103 · Capital Contribution Credit-NHC	134,874	147,135	0	147,135
14105 · Connection Fees	24,525	27,525	31,000	27,800
14108 · Water Sales to HC 151	11,343	12,374	13,500	12,500
14201 · Wastewater-Customer Service Rev	593,011	646,921	659,400	666,300
14301 · Maintenance Tax Collections	1,956,331	1,956,331	1,722,365	1,831,782
14401 · COH Rebate	91,911	99,663	97,300	101,700
14501 · Tap Connections	1,705	1,705	15,000	5,000
14502 · Inspection Fees	9,561	10,361	9,800	10,500
14702 · Penalties & Interest	85,442	93,209	94,900	94,100
14801 · Interest Earned on Checking	1,672	1,772	2,400	1,800
14802 · Interest Earned on Temp. Invest	267,685	292,685	264,094	333,281
15801 · Miscellaneous Income	339,003	339,003	700	1,000
Total Revenues	\$5,121,010	\$5,370,131	\$4,902,159	\$5,014,898
Expenditures				
16102 · Operations - Water	\$104,635	\$114,147	\$115,800	\$119,900
16105 · Maintenance & Repairs - Water	280,910	306,447	400,000	321,800
16107 · Chemicals - Water	73,466	80,145	76,000	84,200
16108 · Laboratory Expense - Water	7,987	8,713	7,900	9,100
16109 · Mowing - Water	11,696	12,760	13,500	13,400
16110 · Utilities - Water	102,098	111,380	109,000	116,900
16111 · Reconnections	9,710	10,593	11,100	11,100
16112 · Disconnection Expense	3,900	4,255	5,100	4,500
16113 · Service Account Collection	24,213	26,414	31,400	27,700
16114 · Telephone Expense - Water	4,565	4,980	5,800	5,200
16116 · Permit Expense - Water	7,666	7,666	7,900	8,000
16117 · TCEQ Regulatory Expense - Water	1,832	2,932	3,081	3,100
16118 · Surface Water Fee	1,216,189	1,306,189	1,562,200	1,345,400

Adopted Budget

Harris County MUD No. 109 - Fiscal Year Ending May 2025

	Eleven Month Actuals 6/2022 - 4/2024	Twelve Months Annualized FYE 5/2024	Approved 2024 Budget	Adopted 2025 Budget
16202 · Operations - Wastewater	25,178	27,467	28,800	28,800
16204 · Purchase Wastewater Service	327,923	361,592	501,600	379,700
16205 · Maint & Repairs - Wastewater	185,756	202,643	188,600	212,800
16207 · Chemicals - Wastewater	331	362	4,700	400
16208 · Laboratory Fees - Wastewater	530	578	2,800	600
16209 · Mowing - Wastewater	10,760	11,738	11,600	12,300
16210 · Utilities - Lift Station	22,813	24,887	26,700	26,100
16214 · Telephone Expense - Wastewater	5,342	5,784	5,500	6,100
16217 · TCEQ Regulatory Exp-Wastewater	1,832	2,932	3,081	3,100
16301 · Garbage Expense	7,768	8,474	13,764	8,900
16404 · Detention Pond Mowing	6,136	6,694	0	7,000
16501 · Tap Connection Expense	2,625	2,864	7,000	3,000
16502 · Inspection Expense	13,196	14,396	13,900	0
16703 · Legal Fees	84,494	92,175	63,400	94,900
16705 · Auditing Fees	18,500	18,500	18,000	19,500
16706 · Engineering Fees	72,981	79,616	80,000	80,000
16709 · Election Expense	0	0	10,000	10,000
16710 · Website Expense	910	993	900	1,000
16712 · Bookkeeping Fees	50,018	54,565	56,000	58,000
16713 · Legal Notices & Other Publ.	846	846	0	900
16714 · Printing & Office Supplies	27,051	29,510	30,300	31,000
16716 · Delivery Expense	429	468	300	500
16717 · Postage	636	694	700	700
16718 · Insurance & Surety Bond	0	42,268	39,900	44,400
16719 · AWBD Expense	2,320	2,320	13,200	2,400
16722 · Bank Service Charges	310	338	1,100	400
16723 · Travel Expense	369	402	1,400	400
16727 · Arbitrage Expense	0	500	3,250	500
16728 · Record Storage Fees	491	535	400	600

Adopted Budget

Harris County MUD No. 109 - Fiscal Year Ending May 2025

	Eleven Month Actuals 6/2022 - 4/2024	Twelve Months Annualized FYE 5/2024	Approved 2024 Budget	Adopted 2025 Budget
16801 · Security Patrol Expense	250,190	274,310	236,500	303,900
16802 · Security Monitoring	12,979	12,979	1,100	13,600
17101 · Payroll Expenses	18,277	20,418	25,000	25,000
17802 · Miscellaneous Expense	3,326	3,611	3,500	3,500
Total Expenditures	\$3,003,184	\$3,302,079	\$3,741,776	\$3,450,300
Other Revenues				
14720 · Transfer from Operating Reserve	\$0	\$0	\$0	\$1,099,383
Total Other Revenues	\$0	\$0	\$0	\$1,099,383
Capital Outlay				
17901a · Capital Outlay - General	\$28,922	\$28,922	\$0	\$50,000
17901b · Capital Outlay - AJOB	240,523	262,389	50,000	250,000
17901c · WP 1 Well Rehab	4,200	4,200	200,000	0
17901d · WP 1 Electrical Improvements	0	0	250,000	250,000
17901e · WP 1 GST 1 Replacement	0	0	250,000	1,310,500
17901f · HC 46 Water Interconnect	0	0	50,000	50,000
17901g · Manhole Valve Rehab	0	0	250,000	250,000
17901h · LS Wet Well/Piping Rehab	0	0	0	115,000
17901g · Fence Replacement	0	0	0	51,000
17904 · Capital Outlay - Barents Dr L/S	364,489	364,489	50,000	337,481
Total Capital Outlay	\$638,134	\$660,000	\$1,100,000	\$2,663,981
Net Excess Revenues <Expenditures>	\$1,479,692	\$1,408,053	\$60,383	\$0



ENGINEERING REPORT

May 21, 2024

To: Harris County MUD No. 109 Board of Directors

From: Bill Kotlan, P.E., Christopher A. Meinhardt, P.E.

District Engineer

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

a. Utility Relocations related to FM 1960 Widening: Update

No change this month.

b. Barents Drive Lift Station

Project progressing well. Lift Station structure is complete. Contractor waiting on additional materials to be delivered before proceeding.

Action Item: Pay Estimate No. 2 is recommended in the amount of \$225,337.50.

c. Water Plant No. 2

Contractor has remobilized to construct swale.

d. Wastewater Treatment Plant

The construction at the treatment plant is complete.

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

f. Emergency Preparedness Plan:

The emergency preparedness plan has been implemented.

Exhibit H

Serving. Leading. Solving.™

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

g. Capital Improvement Plan:

No Update.

h. Water Plant No. 1 Ground Storage Tank Replacement

Project is in preliminary stages; construction plans approximately 10% complete. Please see attached for Geotech Proposal from Ninyo & Moore for project site evaluation.

Action Item: We recommend acceptance of proposal from Ninyo & Moore for project site evaluation for \$8,200.

i. Water Plant No. 1 Water Well Rehabilitation:

Construction plans approximately 50% complete. On schedule to bid the project in July.

j. Woodland Hills Tract:

A meeting was held on April 11, 2024, with the Developer and Engineer for the tract to discuss comments made on their most recent plan set. The Engineer agreed to address comments before a letter of no objection would be issued. The tract Developer and Engineer report that the force main and Lift Station modifications will be included in a separate plan set.



April 25, 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. 2**
Harris County MUD 109
Barents Drive Lift Station
BGE Job No. 7528-10

Dear Mr. Burton:

Enclosed herewith is **Pay Estimate No. 2** 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", written in a cursive style.

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.	2
Original Contract Amount:	\$ 701,970.00
Change Orders:	\$ -
Current Contract Amount:	\$ 701,970.00
Completed to Date:	\$ 347,950.00
Retainage 10%	\$ 34,795.00
Balance:	\$ 313,155.00
Less Previous Payments:	\$ 87,817.50
Current Payment Due:	\$ 225,337.50

BGE Job No.	7528-10
Estimate Period:	03/26/24 - 04/25/24
Contract Date:	December 18, 2023
Notice to Proceed:	February 12, 2024
Contract Time:	300 Calendar Days
Time Charged:	73 Calendar Days
Requested Time Extensions:	0 Calendar Days
Approved Extensions:	0 Calendar Days
Time Remaining:	227 Calendar Days

Recommended for Approval:



04/25/2024

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. 2

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<u>UNIT A: BASE BID ITEMS</u>											
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	0.75	\$ 13,875.00	0.25	\$ 4,625.00	1.00	\$ 18,500.00
	Pour Lift #1	1.00	LS	\$ 36,200.00	\$ 36,200.00	1.00	\$ 36,200.00	0.00	\$ -	1.00	\$ 36,200.00
	Wreck Forms Lift #1	1.00	LS	\$ 13,000.00	\$ 13,000.00	1.00	\$ 13,000.00	0.00	\$ -	1.00	\$ 13,000.00
	Excavate Lift #1	1.00	LS	\$ 37,000.00	\$ 37,000.00	1.00	\$ 37,000.00	0.00	\$ -	1.00	\$ 37,000.00
	Set Inside Forms Lift #2	1.00	LS	\$ 18,500.00	\$ 18,500.00	1.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00
	Reinforce Lift #2	1.00	LS	\$ 16,000.00	\$ 16,000.00	1.00	\$ 16,000.00	0.00	\$ -	1.00	\$ 16,000.00

Harris County MUD No. 109
 Barents Drive Lift Station
 BGE Job No. 7528-10
 Pay Estimate No. 2

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	1.00	\$ 10,200.00	0.00	\$ -	1.00	\$ 10,200.00
	Set Outside Forms Lift #2	1.00	LS	\$ 18,500.00	\$ 18,500.00	1.00	\$ 18,500.00	0.00	\$ -	1.00	\$ 18,500.00
	Pour Lift #2	1.00	LS	\$ 37,100.00	\$ 37,100.00	1.00	\$ 37,100.00	0.00	\$ -	1.00	\$ 37,100.00
	Wreck Forms Lift #2	1.00	LS	\$ 13,000.00	\$ 13,000.00	1.00	\$ 13,000.00	0.00	\$ -	1.00	\$ 13,000.00
	Excavate Lift #2	1.00	LS	\$ 37,000.00	\$ 37,000.00	1.00	\$ 37,000.00	0.00	\$ -	1.00	\$ 37,000.00
	Pour Seal Slab	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Reinforce and Pour Structural Bottom Slab	1.00	LS	\$ 19,000.00	\$ 19,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Set Base Elbows	1.00	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Install Riser Pipes Inside of Wet Well	1.00	LS	\$ 17,000.00	\$ 17,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	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	\$ -	0.00	\$ -	0.00	\$ -
	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. 2

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	0.00	\$ -	0.00	\$ -	0.00	\$ -
	8" Gravity Sewer Installation	1.00	LS	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	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	0.00	\$ -	0.00	\$ -	0.00	\$ -
	Force Main Tie-in	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -

Harris County MUD No. 109

Barents Drive Lift Station

BGE Job No. 7528-10

Pay Estimate No. 2

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	\$ -
UNIT A: BASE BID ITEMS - SUBTOTAL					\$ 665,970.00		\$ 250,375.00		\$ 97,575.00		\$ 347,950.00

Harris County MUD No. 109
 Barents Drive Lift Station
 BGE Job No. 7528-10
 Pay Estimate No. 2

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
UNIT B: SUPPLEMENTAL BID ITEMS											
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	\$ -
UNIT B: SUPPLEMENTAL BID ITEMS - SUBTOTAL					\$ 33,500.00		\$ -		\$ -	\$ -	\$ -

Harris County MUD No. 109
 Barents Drive Lift Station
 BGE Job No. 7528-10
 Pay Estimate No. 2

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period	Amount This Period	Previous Period	Previous Amount	Total Completed	Total
<u>UNIT C: ALLOWANCES</u>											
1.	Arc Flash and Power Coordination Study	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
UNIT C: ALLOWANCES - SUBTOTAL					\$ 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		\$ 250,375.00		\$ 97,575.00		\$ 347,950.00

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. 2, dated
04/17/2024 (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.

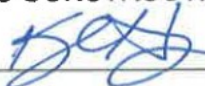
This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness
of the statements contained herein that a partial payment under said Contract is being made, and
in consideration of the disbursement of said partial payment by OWNER.

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 24th day of April, 2024.

PELTIER BROTHERS CONSTRUCTION, LLC

By:



Name
Printed:

Kyle P. Hope

Project Manager


Title:

STATE OF TEXAS §

COUNTY OF HARRIS §

Subscribed and sworn to before me, the undersigned authority, on this the 24th day of April, 2024, to certify which, witness my hand and seal of office.




Notary Public, State of Texas

Notary's Name Printed:

Jeannie A. Hoang

My commission expires: June 24, 2026

April 19, 2024
Project No. 700773003

Harris County Municipal Utility District No. 109
c/o Mr. Aaron Orozco, PE
BGE, Inc.
10777 Westheimer, Suite 500
Houston, Texas 77042

Subject: Proposal to Perform Geotechnical Services
HCMUD No. 109 Water Plant No.1 GST Replacement
19418 Forest Timbers Court
Humble, Texas

Dear Mr. Orozco:

We are pleased to present this proposal to perform a geotechnical evaluation for the subject project. This proposal was prepared based on the information that we received from your office and outlines our scope of services, anticipated schedule, and lump sum fee for this phase of work.

SITE AND PROJECT DESCRIPTION

The project consists of the removal of an existing, approximately 55-foot diameter, 420,000-gallon steel-bolted ground storage tank (GST) and replacing with a new welded steel GST of the same size at the Harris County Municipal Utility District (HCMUD) No. 109 Water Plant No. 1, near 19418 Forest Timbers Court in Humble, Texas.

SCOPE OF SERVICES

- Review readily available published and in-house geotechnical literature of the site and the general site area including geologic maps.
- Perform a reconnaissance of the project site and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- As requested, drill, log, and sample one exploratory soil boring to a depth of about 60 feet below ground surface (bgs).
- Collect geotechnical soil samples using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing on samples collected from our borings that will generally consist of moisture content and dry unit weight, Atterberg limits, No. 200 wash, consolidation, and shear strength.

- Prepare a geotechnical report presenting the results of our evaluation. The report will be sealed by a Professional Engineer licensed in the State of Texas, and will also include the following:
 - Description of work scope, laboratory, and field procedures;
 - Maps and boring plans;
 - Boring logs and laboratory test results;
 - Subsurface soil and groundwater conditions;
 - Seismic hazards, including Seismic Site Classification and Spectral Response Accelerations per current International Building Code (IBC) code;
 - Earthwork considerations;
 - Excavation characteristics of onsite soils;
 - Potential for re-use of onsite soils;
 - Expansive soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by TxDOT;
 - Subgrade preparation measures;
 - Suitable foundation types for the GST; and
 - Allowable bearing pressures and estimated settlements.

ASSUMPTIONS

- The site is accessible to truck-mounted drilling equipment and site access will be granted.
- The boreholes will be backfilled with soil cuttings from the drilling activities.
- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. We will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on plans.
- Ninyo & Moore will not need to obtain any permits or environmental clearance as a part of this project.
- Our field exploration does not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

SCHEDULE

We are prepared to initiate this project immediately upon receiving your authorization to proceed. Assuming that there are no delays due to inclement weather or site access restrictions, we anticipate that our fieldwork will be initiated within about two weeks after receipt of the notice to proceed. We anticipate issuing our report within about four weeks after fieldwork is completed.

FEE

We propose to provide our services for a lump sum fee of \$8,200 (Eight Thousand Two Hundred Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees.

To authorize our services, please sign and return the attached Work Authorization and Agreement. We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Jeff Rodgers, PE, PG
Principal Engineer



Jay Sunderwala, PE
Managing Principal Engineer

JSR/JTS/tah

Attachment: Work Authorization and Agreement

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to: **NINYO & MOORE**
2313 W. Sam Houston Parkway, North, Suite 119
Houston, Texas 77043

PROPOSAL NO. **700773003**

1. PROJECT ADDRESS: **19418 Forest Timbers Court
Humble, Texas**
2. PROJECT DESCRIPTION: **Geotechnical Evaluation
HCMUD No. 109 Water Plant No. 1 GST Replacement**
3. SCOPE OF STUDY: **Please refer to proposal dated April 19, 2024.**
4. FEE: **\$8,200 (Eight Thousand Two Hundred Dollars – Lump Sum)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Harris County MUD No. 109 c/o BGE, Inc.
10777 Westheimer, Suite 500
Houston, Texas 77042** PHONE: **281-558-8700**
- CONTACT: **Mr. Aaron Orozco, PE** PHONE: **713-488-8173**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Harris County MUD No. 109 c/o BGE, Inc.**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **700773003** dated **April 19, 2024**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute.

The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.


GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent



Jay Sunderwala, PE / Managing Principal Engineer

Date

04/19/24

Date

PM: JSR

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ninyo & Moore
Houston, TX United States

Certificate Number:
2024-1149877

Date Filed:
04/22/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Harris County Municipal Utility District No. 109

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1
Geotechnical Services - Water Plant No. 1 GST Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ninyo, Avram	San Diego, CA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Jay Sunderwala, and my date of birth is March 14, 1969.

My address is 2313 W. Sam Houston Pkwy N., Ste. 119, Houston, TX, 77043, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 22 day of April, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE FOR RESOLUTION AUTHORIZING EXPEDITED APPLICATION
FOR APPROVAL BY TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY FOR USE OF SURPLUS FUNDS

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, on May 21, 2024, at Atascocita Waste Water Treatment Plant, 5003 Atascocita Road, Houston, Texas 77346, and 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 A. Frank, Assistant Secretary

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

RESOLUTION AUTHORIZING EXPEDITED APPLICATION FOR APPROVAL
BY TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
FOR USE OF SURPLUS FUNDS

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

AYES: _____ NOES: _____

2. A true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Resolution 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 Resolution; 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 Resolution 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 this May 21, 2024.

Secretary, Board of Directors

President, Board of Directors

RESOLUTION AUTHORIZING EXPEDITED APPLICATION FOR APPROVAL
BY TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
FOR USE OF SURPLUS FUNDS

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

WHEREAS, the Board of Directors (the “*Board*”) of the Harris County Municipal Utility District No. 109 (the “*District*”) desires to obtain approval of the use of \$349,338.62 of surplus bond funds remaining in its Capital Projects Fund in order to pay for the Water Well No. 1 Rehabilitation (the “*Project*”).

WHEREAS, the Board of the District has been advised by its bookkeeper and engineer that the District has available \$349,338.62 in surplus funds in its Construction Fund from the District’s previous issuances of bonds with which to finance the Project:

WHEREAS, it is in the best interest of the District and essential to the District’s improvement program and progress that the use of surplus funds for the Project be approved by the Texas Commission on Environmental Quality (the “*Commission*”) at this time; and

WHEREAS, pursuant to Permanent Rules of the Commission, the District must apply to the Commission for its investigation and report on the Project and for the approval of the use of surplus funds for the Project, and for the Commission through its Executive Director, or his designated agents to examine the Expedited Application and accompanying documents, to visit and carefully inspect the Project, to file in its office its suggestions for changes and improvements, and to furnish a copy of the Report to the Board of the District; and if the Commission approves or refuses to approve the use of surplus funds for the Project, to make a full written report which it shall file in its office and a copy of the report shall be furnished to the District; and

WHEREAS, the District may apply for a 60-day expedited review process pursuant to the Rules of the Commission, by submitting all such required documentation for review and approval by the Commission.

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

I.

The District shall file an Expedited Application for Approval of Use of Surplus Funds in the amount of \$349,338.62 to be used to pay for the Project. Such Expedited Application shall contain all allegations and information required by law and by the Rules of the Commission.

II.

The President or Vice President of the Board of the District is authorized to make and to execute such Application, to implement this Resolution on behalf of the Board, and the Secretary or Assistant Secretary is authorized to attest both the Application and the Resolution on behalf of the District. The President or Vice President and the attorneys for the District, or any of them, are hereby authorized to file such Application with the Commission, and the President or Vice President and the attorneys for the District, or any of them, are authorized to do all things necessary or proper in connection with such Application and the obtaining of the approval of the Commission of the items herein set forth.

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EXPEDITED APPLICATION FOR APPROVAL BY
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
FOR USE OF SURPLUS FUNDS

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

COMES NOW, Harris County Municipal Utility District No. 109 (“Applicant”) and files and presents its Expedited Application pursuant to Permanent Rules of the Texas Commission on Environmental Quality (the “Commission”) and requests that the Commission take such action thereon as provided by law, and would respectfully show the following:

I.

Applicant desires to pay for the Water Well No. 1 Rehabilitation (the “Project”) with funds remaining in the Applicant’s construction fund from sale of its bonds.

II.

In connection with the proposed Project, and in accordance with Rules of the Commission, Applicant submits this Expedited Application for investigation, together with plans and specifications and calculation of costs prepared in connection therewith. Applicant will furnish additional data and information requisite to a reasonable and careful investigation of the Project upon request of the Commission or designated agents.

III.

Applicant submits this Application for the 60-day expedited review process in accordance with the Rules of the Commission by including all such required documentation and submitting the Requirements for Surplus Funds Application Expedited Review Form executed by the District’s attorney and engineer.

IV.

It is in the best interest of the Applicant and essential to Applicant’s improvement program and progress that the use of surplus funds to pay for the Project be approved by the Commission.

NOW, THEREFORE, APPLICANT PRAYS that the Commission, through its Executive Director, or his designated agents, investigate and report upon, and approve the use of surplus

funds in an amount not to exceed \$349,338.62 to pay for the Project; and that the Commission approve all other matters and do all things required of it by law and by the rules of the Commission in connection with this Application; and that the Commission make a full written report on the foregoing, file same in the office of the Commission, and furnish a copy of same to the Board of Directors of Applicant; and that Applicant may have other relief to which it may show itself justly entitled.

DATED this _____.

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 109

“Applicant”

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(DISTRICT SEAL)

NORTON ROSE FULBRIGHT US LLP

By: _____
Dimitri Millas
Attorneys for Applicant
1301 McKinney, Suite 5100
Houston, Texas 77010-3095

RESOLUTION AUTHORIZING INDEMNIFICATION OF DIRECTORS

THE STATE OF TEXAS

COUNTY OF HARRIS

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

§
§
§

WHEREAS, Harris County Municipal Utility District No. 109 (the “District”) is a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined it is in the best interest of the District to indemnify its directors and former directors to the fullest extent allowed by law against all third-party claims and demands asserted against a director or former director by reason of his service on the Board;

NOW, THEREFORE, BE IT RESOLVED:

1. The District hereby indemnifies its directors and former directors to the fullest extent allowed by law against all third-party claims and demands asserted against a director or former director by reason of his service on the Board.

2. Such indemnification shall be paid from current available revenues and shall be paid only to the extent insurance proceeds are not available to cover the claim or loss.

3. The President and the Secretary of the Board are authorized to evidence adoption of this Resolution on behalf of the Board and to do all other things necessary or proper to carry out the intent hereof.

Dated: May 21, 2024.

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HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 109

By: _____
President

Attest: _____
Secretary