



**HARRIS COUNTY W.C. & I.D. NO. 110
ENGINEER'S REPORT
May 13, 2026**

A. On-going Construction Projects –

1. Fidelis Cypress Oaks Sanitary Reroute

**Contractor: GM Vera's Construction
Work Order (Notice to Proceed): January 12, 2026
Final Contract Amount: \$340,473.80
Final Contract Time: 47 Calendar Days
Final Completion Date: February 28, 2026**

Construction of the project is complete.

Attached for the Board's acknowledgment and concurrence are Change Order No. 2 & Final, adjusting the final contract amount to \$340,473.80 (a 2.07% increase from the original contract amount), Pay Application No. 3 & Final in the amount of \$34,047.38, as certified on the attached Certificate of Completion, and the Certificate of Acceptance, authorizing the one-year warranty period to commence on February 28, 2026, and expire on February 28, 2027.

LEI has received all documentation necessary to support a future bond reimbursement in accordance with TCEQ requirements, pending Board authorization.

B. Preparation of Plans, Specifications and Advertisement Approval Request –

1. Cypress Oaks Det. Basin Sanitary Sewer & Waterline Relocation Plans

As authorized by the Board during the March meeting, LEI has prepared construction plans for the proposed sanitary sewer and waterline relocations in support of the Cypress Oaks Detention Basin Project, which is currently being designed by the District's Drainage Engineer. **LEI requests Board authorization to proceed with obtaining agency approvals from the City of Houston, Harris County Engineering Department, CenterPoint Energy, and AT&T, as required for the proposed utility relocations.**



LEI also requests authorization to prepare technical specifications for incorporation into the District's Drainage Engineer's construction package, unless the District elects to construct this work under a separate contract from the Drainage Engineer's project. In that event, LEI would like to request to authorization to prepare final Contract Documents for bidding and advertisement. **FURTHER DISCUSSION DURING MEETING.**

C. Contracts Approvals for Construction Projects – None.

D. Capital Projects Plan – None

E. Service Requests and Annexations

1. Cypress Forest Sec. 1, Reserve A (7.2229 Ac.)

The Vista Companies (the “Developer”) has expressed interest in acquiring the subject tract from Hendricks Interests for the purpose of developing the property as an industrial site, as generally depicted on the attached preliminary overall site plan. The Developer has requested Board input to determine whether to proceed with submitting a formal development application and associated application fee to the District in support of a Utility Capacity Request. The subject tract is located within the District's service area boundary. **FURTHER DISCUSSION DURING MEETING.**

F. Bond Applications

1. 17th Bond Application (Series 2026) - \$8,115,000

As authorized by the Board during the March meeting, LEI was able to produce a Bond Application Report (BAR) in the amount of \$8,115,000 in order to fund construction, architectural and civil design of the proposed Water Playground and Recreational Building. Therefore, contingent to the District's Attorney and Financial Advisors approval, LEI would like to request board authorization to submit subject BAR to the TCEQ. LEI is working on a funding timeline for the proposed Recreational Building project and will provide to the District next week for review and discussion.

OTHER BUSINESS

1. Reclaimed Water System Meter Compliance Certification for Reuse Authorization.

As authorized by the Board during the March meeting, and in accordance with the Alternative Water Use Incentive Agreement between the North Harris County Regional Water Authority (NHCRWA) and the District, LEI submitted the attached letter and meter calibration report in order to certify that the District has maintained the Reclaimed Water System Meter in accordance with the NHCRWA Rate Order.



Also attached is correspondence confirming receipt from the NHCRWA. No further action needed.

2. TCEQ Exception Request for Water Well No. 1 & 2 Sanitary Control Easement

Following the submittal of the responses to the TCEQ requesting an exception to the Sanitary Control Easement requirement for Water Wells No. 1 and No. 2, the District has received the attached correspondence, informing the District that the TCEQ will be pursuing an enforcement action against the District, with the TCEQ requesting a penalty fee of \$40. If agreed by the Board and in accordance with Section IV of the agreed order, LEI will continue pursuing an exception approval for the Sanitary Control Easement for Water Well No. 1 & 2 and submit the required certification as described. FUTURE DISCUSSION DURING MEETING.

BOARD ACTION

- 1. ACKNOWLEDGEMENT AND CONCURRENCE OF CHANGE ORDER NO. 2 & FINAL, ADJUSTING THE FINAL CONTRACT AMOUNT TO \$340,473.80; PAY APPLICATION NO. 3 & FINAL IN THE AMOUNT OF \$34,047.38; AND CERTIFICATE OF ACCEPTANCE AUTHORIZING COMMENCEMENT OF THE ONE-YEAR WARRANTY PERIOD EFFECTIVE FEBRUARY 28, 2026, FOR THE FIDELIS CYPRESS OAKS SANITARY SEWER REROUTE PROJECT, FUNDED AND APPROVED BY THE DEVELOPER.**
- 2. AUTHORIZATION FOR LEI TO PROCEED WITH AGENCY SUBMITTALS FOR THE PROPOSED SANITARY SEWER AND WATERLINE RELOCATIONS PROJECT IN SUPPORT OF THE CYPRESS OAKS DETENTION BASIN PROJECT; AND AUTHORIZATION TO PREPARE TECHNICAL SPECIFICATIONS FOR INCORPORATION INTO THE DISTRICT'S DRAINAGE ENGINEER'S CONSTRUCTION PACKAGE, OR, IF CONSTRUCTED UNDER A SEPARATE CONTRACT, AUTHORIZATION TO PREPARE FINAL CONTRACT DOCUMENTS FOR BIDDING AND ADVERTISEMENT.**
- 3. AUTHORIZATION FOR LEI TO PROCEED WITH A FEASIBILITY STUDY FOR THE PROPOSED INDUSTRIAL DEVELOPMENT WITHIN RESERVE A OF THE CYPRESS FOREST SEC. 1, UPON RECEIPT OF A FORMAL DEVELOPMENT APPLICATION AND FEE FROM THE VISTA COMPANIES (THE "DEVELOPER").**
- 4. AUTHORIZED FOR LEI TO PROCEED WITH THE SUBMITTAL OF THE BOND APPLICATION REPORT (BAR) IN THE AMOUNT OF \$8,115,000 TO THE TCEQ, CONTINGENT TO THE DISTRICT'S ATTORNEY AND FINANCIAL ADVISORS APPROVAL.**



5. **ACKNOWLEDGEMENT OF TCEQ CORRESPONDENCE REGARDING PROPOSED ENFORCEMENT ACTION AND AUTHORIZATION FOR THE PAYMENT OF THE PENALTY OF \$40; AND AUTHORIZATION FOR LEI TO CONTINUE PURSUING APPROVAL OF THE SANITARY CONTROL EASEMENT EXCEPTION FOR WATER WELLS NO. 1 AND NO. 2 IN ACCORDANCE WITH SECTION IV OF THE AGREED ORDER AND TO SUBMIT THE REQUIRED CERTIFICATION AS OUTLINED THEREIN.**

Submitted by:

A handwritten signature in black ink, appearing to read 'Norman E. Gutierrez', is written over a horizontal line. The signature is fluid and cursive.

Norman E. Gutierrez, E.I.T.
Langford Engineering, Inc.

CHANGE ORDER NO. 2 & FINAL

April 16, 2026

Client: SIF III Cypress Oaks, LLC on behalf of HCWCID No. 110
8140 Walnut Hill Lane
Dallas, Texas 75231

Subject: Request for approval of rates on labor and/or materials and/or equipment and/or extension of contract time.

Contractor: GM Vera's Construction
6623 Laughlin Drive
Missouri City, Texas 77489

Project: Fidelis Cypress Oaks Sanitary Reroute
LEI Job No. 360-001, Contract No. 1

Original Contract Amount As Executed: \$333,567.80

Dear Mr. Joseph Williams,

Your approval is requested on the deduction of following items from the above referenced project.

Item	Description	Qty	Unit	Cost
a.	Extra Class "A" Aggregate Bedding, As Approved By Engineer, Complete in Place, In Accordance with the Contract Documents, Plans, and Specifications.	25	CY	(\$2,010.00)

b.	Extra Cement-Stabilized Sand Backfill, As Approved by Engineer, Complete in Place, In Accordance with the Contract Documents, Plans, and Specifications.	25	CY	(\$1,105.00)
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The following is a summary of Change Orders to date:

Change Order No. 2 & FINAL	(\$3,115.00)
Change Order No. 1	\$10,021.00
Original Contract Amount	\$333,567.80
Total Contract Amount Incl this Change Order	\$340,473.80
Extension of Time Change Order 2 & FINAL	0 Days
Extension of Time Change Order 1	2 Days
Original Contract Time	45 Days
Total Contract Time Including this Change Order	47 Days

Change Orders No. 1 & 2 represents a 2.07% (increase) in the Original Contract Amount.


Except as setforth hereinbefore, no conditions or covenants of the Contract are changed and/or waived hereby.

SUBMITTED FOR APPROVAL:

ACCEPTED:

LANGFORD ENGINEERING, INC.

GM VERA'S CONSTRUCTION

By: 

Timothy B. Hardin, P.E.
President

By: 

Printed Name: Maria Vera


Title: President

Date 05-03-2026

Date April 30, 2026

APPROVED:

SIF III Cypress Oaks, LLC on behalf of Harris County W. C. & I. D. No. 110

By: 

(seal)

Printed Name: Joseph Williams

Title: Authorized Signer

Date 5/11/2026

OWNER:
SIF III Cypress Oaks, LLC
on behalf of Harris County W.C.& ID No.110
25003 Pitkin Rd. Suite D600
Spring, Texas 77386

PROJECT: Fidelis Cypress Oaks Sanitary Reroute

LOCATION: 320 Cypress Oaks Drive
Spring, TX 77388

APPLICATION NO: 3-Final
PERIOD TO: 02/28/26

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR
 CONSTRUCTION
MANAGER

FROM CONTRACTOR:
GM Vera's Construction
6623 Laughlin Dr.
Missouri City, Texas 77489

Engineer
Langford Engineering, Inc
1080 W. Sam Houston Pkwy N. Suite 200
Houston, Texas 77043

APPLICATION DATE: 4/14/2026
LEI Job No. 360-001, Contract No.1
GMV Const. Project No. 2532
CONTRACT DATE: 12/12/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 333,567.80
- 2. Net Change by Change Orders \$ 10,021.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 343,588.80
- 4. TOTAL COMPLETED & STORED TO DATE \$ 340,473.80
(Column G on G703)
- 5. RETAINAGE:
 - a. 0 % of Completed Work \$ -
(Column D+E on G703)
 - b. % of Stored Material \$ -
(Column F on G7103)
 Total Retainage (Lines 5a + 5b or Total in Column I of G7103) \$ -
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 340,473.80
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
 - Pay App No.1 \$ 176,066.55
 - Pay App No.2 \$ 130,359.87
 - Total \$ 306,426.42
- 8. CURRENT DUE \$ 34,047.38
- 9. BALANCE TO FINISH INCLUDING CLOSE OUT DOCUMENTS (Line 3 less Line 6) 3,115.00

CONTRACTOR:

By: *GM Vera* Date: 4/14/26

State of: Texas County: 14th
Subscribed and sworn to before me this 14th day of April
Notary Public: Aureliano Hernandez
My Commission expires: 09-25-2027



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ **34,047.38**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: *GM Vera* By: *GM Vera* Date: 04-27-2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$10,021.00	
Total approved this Month		\$3,115.00
TOTALS	\$10,021.00	\$3,115.00
NET CHANGES by Change Order	\$10,021.00	\$3,115.00

Summary					
BASE BID	Contract Total	Amount Completed this Period	Previous Amount Completed	Total amount Completed	Percent Complete
Total Base Bid	\$ 330,452.80	\$ -	\$ 330,452.80	\$ 330,452.80	100%
Total Supplementary Bid Items	\$ 3,115.00	\$ -	\$ -	\$ -	0%
Change Order Items	\$ 10,021.00	\$ -	\$ 10,021.00	\$ 10,021.00	

TOTAL \$ 343,588.80 \$ - \$ 340,473.80 \$ 340,473.80

Base Bid Items												
Item No.	Item Description	Unit	QTY	Unit Price	Total	Current Qty to Bill	Current Amount to Bill	Pre. QTY Billed	Prev. Amount Billed	Total Qty To Date	Total Amount To Date Billed to Date	% Complete
1	All Work, Materials, and Labor for the Installattion of 15" PVC (Min. SDR 26) Sanitary Sewer Pipe, Trenchless or Open-Cut Construction, All Depths, Including All Fittings, Appurtances, Excavation, Bedding and Backfill, and Testing, Complete In Place, In Accordance with the Contract Documents, Plans and Specifications	LF	11.00	\$ 172.20	\$ 1,894.20		\$ -	11	\$ 1,894.20	11	\$ 1,894.20	100%
2	All Work, Materials, and Labor for the Installattion of 24" PVC (Min. SDR 26) Sanitary Sewer Pipe, Trenchless or Open-Cut Construction, All Depths, Including All Fittings, Appurtances, Excavation, Bedding and Backfill, and Testing, Complete In Place, In Accordance with the Contract Documents, Plans and Specifications	LF	1,000.00	\$ 204.40	\$ 204,400.00		\$ -	1000	\$ 204,400.00	1000	\$ 204,400.00	100%
3	All Work, Materials, and Labor for the Installation of 5' Diameter Concrete Manhole, Depths Up to 8' Deep, Excluding External Vent, But Including Frame, Watertight Cover, Inverts, Excavation, Foundation, Backfill, and Testing, Complete In Place, In Accordance with the Contract Documents, Plans, and Specifications	EA	4.00	\$ 6,038.90	\$ 24,155.60		\$ -	4	\$ 24,155.60	4	\$ 24,155.60	100%
4	All Work, Materials, and Labor for the Installation of 5' Diameter Concrete Manhole, Depths Up to 8' Deep, Including External Vent, Frame, Watertight Cover, Inverts, Excavation, Foundation, Backfill, and Testing, Complete In Place, In Accordance with the Contract Documents, Plans, and Specifications	LS	1.00	\$ 8,012.60	\$ 8,012.60		\$ -	1	\$ 8,012.60	1	\$ 8,012.60	100%
5	All Work, Materials, and Labor for the Installation of a Corrosion Resistant Manhole for Forcemain Discharge, Depths Up to 8' Deep, Including Frame, Watertight Cover, Dished Concrete Fillet, Excavation, Foundation, Backfill and Testing, Complete In Place, In Accordance with the Contract Documents, Plans, and Specifications	LS	1.00	\$ 25,861.00	\$ 25,861.00		\$ -	1	\$ 25,861.00	1	\$ 25,861.00	100%
6	All Work, Materials, and Labor for Additional Vertical Foot for New Concrete Manhole Greater Than 8 Feet, Complete in Place, In Accordance with the Contract Documents, Plans and Specifications.	VF	50.00	\$ 450.60	\$ 22,530.00		\$ -	50	\$ 22,530.00	50	\$ 22,530.00	100%
7	All Work, Materails, and Labor for the Installation of a PVC External Drop (Min. SDR 26), Including Excavation, and Backfill, as Approved by the Engineer, Complete in Place, In Accordance with the Contract Documents, Plans and Specifications	LS	1.00	\$ 9,002.50	\$ 9,002.50		\$ -	1	\$ 9,002.50	1	\$ 9,002.50	100%
8	All Work, Materials, and Labor to Grout Fill Existing Manhole Bottom and the Replacement of Manhole Concrete Invert to Allow Connection of New 24" Sanitary Sewer, Complete in Place, In Accordance with the Contract Documents, Plans and Specifications	LS	1.00	\$ 3,327.30	\$ 3,327.30		\$ -	1	\$ 3,327.30	1	\$ 3,327.30	100%
9	All Work, Materials, and Labor for the Installation of 12" PVC (C900, C1150) Restrained Joint Force Main, Trenchless or Open-Cut Construction, Including All Fittings, and Appurtances, Excavation, Backfill and Testing, Complete in Place, In Accordance with the Contract Documents, Plans and Specifications.	LF	22.00	\$ 498.80	\$ 10,973.60		\$ -	22	\$ 10,973.60	22	\$ 10,973.60	100%

10	All Work, Materials and Labor for the Removal and Disposal of the Existing 12" Force Main, Including Plugging and Re-grouting of the Forcemain Penetration at The Existing Manhole, As Approved the Engineer, Complete in Place, In Accordance with the Contract Documents, Plans and Specifications	LS	1.00	\$ 2,588.90	\$ 2,588.90	\$ -	1	\$ 2,588.90	1	\$ 2,588.90	100%
11	All Work, Materials and Labor for the Removal, Plugging & Disposal of Approximately 100 LF of The Existing 24-Inch Sanitary Sewer, Including Excavation and Backfill, Complete in Place, In Accordance with the Contract Documents, Plans and Specifications	LS	1.00	\$ 5,889.10	\$ 5,889.10	\$ -	1	\$ 5,889.10	1	\$ 5,889.10	100%
12	All Work, Materials, and Labor Associated with the Installation and Removal of Trench Safety System for All Depths and Soil Types, Complete in Place, In Accordance with the Contract Documents, Plans, and Specifications	LF	1,011.00	\$ 1.20	\$ 1,213.20	\$ -	1011	\$ 1,213.20	1011	\$ 1,213.20	100%
13	All Work, Materials, and Labor for the Installation, Maintenance, and Removal of Erosion Control Structures, Complete in Place, In Accordance with the Contract Documents, Plans, and Specifications	LS	1.00	\$ 10,604.80	\$ 10,604.80	\$ -	1	\$ 10,604.80	1	\$ 10,604.80	100%

Total Water: \$ **330,452.80** \$ - \$ **330,452.80** \$ **330,452.80**

Supplementary Bid Items												
Item No.	Item Description	Unit	QTY	Unit Price	Total	Current Qty to Bill	Current Amount to Bill	Pre. QTY Billed	Prev. Amount Billed	Total Qty To Date	Total Amount To Date Billed to Date	% Complete
1	Extra Class "A" Aggregate Bedding, As Approved By Engineer, Complete in Place, In Accordance with the Contract Documents, Plans and Specifications	CY	25.00	\$ 80.40	\$ 2,010.00		\$ -		\$ -	0	\$ -	0%
2	Extra Cement-Stabilized Sand Backfill, As Approved By Engineer, Complete in Place, In Accordance with the Contract Documents, Plans and Specifications	CY	25.00	\$ 44.20	\$ 1,105.00		\$ -		\$ -	0	\$ -	0%

Total Sanitary: \$ **3,115.00** \$ - \$ - \$ -

Change Order- Items												
Item No.	Item Description	Unit	QTY	Unit Price	Total	Current Qty to Bill	Current Amount to Bill	Pre. QTY Billed	Prev. Amount Billed	Total Qty To Date	Total Amount To Date Billed to Date	% Complete
1	Install and Connect Proposed 25 LF 8" Sewer Service on MH 22B to Private Line (Private Line by others) Includes Excavation, Cement Stabilized Bedding and Backfill	LS	1.00	\$ 4,342.00	\$ 4,342.00		\$ -	1	\$ 4,342.00	1	\$ 4,342.00	100%
2	Install and Connect Proposed 15 LF 8" Sewer Service on Existing MH #22 to Private Line (Private Line by others) Includes Core to Existing MH # 22 Includes Excavation, Cement Stabilized Bedding and Backfill	LS	1.00	\$ 5,679.00	\$ 5,679.00		\$ -	1	\$ 5,679.00	1	\$ 5,679.00	100%

Total Change Order	\$ 10,021.00
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\$ -

\$ 10,021.00

\$ 10,021.00

Total Base Bid	\$ 330,452.80
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\$ -

\$ 330,452.80

\$ 330,452.80

Total Supplementary Bid Items	\$ 3,115.00
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\$ -

\$ -

\$ -

Change Order Items	\$ 10,021.00
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\$ -

\$ 10,021.00

\$ 10,021.00

Total	\$ 343,588.80
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\$ -

\$ 340,473.80

\$ 340,473.80

AFFIDAVIT OF BILLS PAID AND RELEASE OF LIENS BY CONTRACTOR

The undersigned ("Contractor"), having furnished materials and/or performed labor in connection with the construction of certain improvements (the "Work") on the project known as Fidelis Cypress Oaks Sanitary Reroute, for and inconsideration of the payment to the Contractor of the sum hereinafter specified does hereby acknowledge and release as follows:

Upon the receipt of Thirty Four Thousand Forty Seven Dollars and Thirty Eight Cents (\$34,047.38) dollars, such amount representing full payment of Monthly Estimate No. 3, dated 4/14/2026 for materials and/or labor performed by the Contractor for the Work; Contractor will waive and release any and all liens, rights and interests which are or may be owed, claimed or held by Contractor in and to the Property and the improvements constructed thereon by reason of the Work or otherwise, and Contractor will thereby RELEASE AND FOREVER DISCHARGE any and all claims, debts, demands or causes of action the Contractor has or may have as a result of the same including, without limitation, any liens of Contract for the Work now or hereafter filed for record.

Contractor represents, warrants, and certifies that all bills owed by the Contractor for materials furnished and labor performed in connection with the Work have been or will be fully paid and satisfied. If for any reason a lien or liens are filed for materials or labor against the Property by virtue of the Contractor's participation in the Project by any person claiming by, through, or under the Contractor, then Contractor will immediately obtain a settlement of such lien or liens and obtain and furnish to the owners of the Property a release thereof. Contractor shall indemnify such owners and their respective heirs, successors and assigns from any such bill or liens and from all costs and expenses, including attorney's fees, incurred in discharging any such bills or removing such liens.

Executed April 14th, 2026.

Contractor: GM Vera's Construction

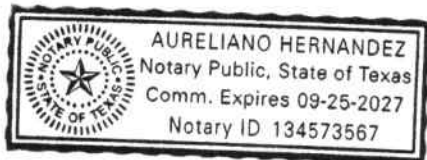
By: [Signature]

Printed Name: Marra Vera

Title: President

Subscribed and sworn to before me under my official seal of office this 14th day of April, 2026.

[Signature]
Notary Signature





AIA[®] Document G707[™] – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

Fidelis Cypress Oaks Sanitary Reroute, LEI Job No.
360-001, Contract No. 1

ARCHITECT'S PROJECT NUMBER:

Bond No. GSH9000796

OWNER

CONTRACT FOR:

General Construction

ARCHITECT

CONTRACTOR

TO OWNER: *(Name and address)*

SIF III Cypress Oaks, LLC obo Harris County WCID No. 110

CONTRACT DATED:

SURETY

OTHER

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Casualty & Surety Company
1625 West Causeway Approach, Mandeville, LA 70471

, SURETY,

on bond of
(Insert name and address of Contractor)

GM Vera's Construction
6623 Laughlin Drive, Missouri City, TX, 77489

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety of any of its obligations to
(Insert name and address of Owner)

SIF III Cypress Oaks, LLC obo Harris County WCID No. 110

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 14, 2026
(Insert in writing the month followed by the numeric date and year.)

The Gray Casualty & Surety Company
(Surety)


(Signature of authorized representative)

Megan Liescheski, Attorney-in-Fact
(Printed name and title)

Attest: 
(Seal) Mireli Stanford, Surety Witness

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSH9000796 **Principal:** GM Vera's Construction
Project: Fidelis Cypress Oaks Sanitary Reroute, LEI Job No. 360-001, Contract No. 1

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Megan Liescheski, Jacob Strader, Justin McQuain, Mireli Stanford, and Brian P. Herrera of Spring, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of April, 2028.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of April, 2028.





February 28, 2026

Mr. Joseph Williams
Senior Director
SIF III Cypress Oaks, LLC on behalf of
Harris County W.C. & I.D. No. 110
8140 Walnut Hill Lane
Dallas, Texas 75231

Ms. Maria Vera
President
GM Vera's Construction
6623 Laughlin Drive
Missouri City, Texas 77489

Subject: Certificate of Completion, SIF III Cypress Oaks, LLC, on behalf of Harris County W.C. & I.D. No. 110, Fidelis Cypress Oaks Sanitary Reroute,
LEI Job No. 360-001, Contract No. 1

Ladies and Gentlemen:

Pursuant to contractual requirements as set forth in "General Conditions of the Construction Contract," the Engineers are required to issue a Certificate of Completion prior to, or simultaneously with, submitting an Estimate for final payment to a Contractor. Thus, this Certificate of Completion has been prepared to accompany the Final Estimate and related documents for the project identified as "Fidelis Cypress Oaks Sanitary Reroute, LEI Job No. 360-001, Contract No. 1," which was constructed by GM Vera's Construction, in accordance with a Contract executed between the OWNER and said Contractor on December 12, 2025.

Said facilities have been given a final inspection by representatives of the OWNER, the Contractor, and the Engineer. All deficiencies observed during the final inspection have been addressed.

To the best of our knowledge, the subject facilities have been completed in accordance with the Plans, Change Orders, and Specifications. Therefore, in accordance with "General Conditions of Construction Contract," we hereby issue our Certificate of Completion.



TBPE No F-449
Mr. Williams
Ms. Vera
February 28, 2026
Page 2

Your attention is directed to Paragraph 14, General Conditions of the Construction Contract, which sets forth the terms and conditions of the guarantee provided on workmanship and materials. This one-year guarantee period commences on the date of the Certificate of Acceptance, which is to be issued by the OWNER.

The cost of this project is summarized below:

Original Contract Amount	\$333,567.80
Change Order No. 1	\$10,021.00
Change Order No. 2 & FINAL	(\$3,115.00)
Final Contract Amount	\$340,473.80

Thus, GM Vera's Construction is entitled to a final payment of Thirty-Four Thousand Forty-Seven Dollars and Thirty-Eight Cents (\$34,047.38). This is the final Contract amount, Three Hundred Forty Thousand Four Hundred Seventy-Three Dollars and Eighty Cents (\$340,473.80) less previous payments of Three Hundred Six Thousand Four Hundred Twenty-Six Dollars and Forty-Two Cents (\$306,426.42).

Sincerely,

LANGFORD ENGINEERING, INC.

Timothy B. Hardin, P.E.
President



cc: Maria Parker, Sanford Kuhl Hagan Kugle Parker Kahn, LLP.
Harris County W.C. & I.D. No. 110, Board of Directors
Steven Kimosh, VP, Industrial Acquisition & Development, Fidelis

SIF III Cypress Oaks, LLC
on behalf of Harris County W.C. & I.D. No. 110
8140 Walnut Hill Lane
Dallas, Texas 75231

April 16, 2026

Ms. Maria Vera
Construction Manager
GM Vera's Construction
6623 Laughlin Drive
Missouri City, Texas 77489

Subject: Certificate of Acceptance, SIF III Cypress Oaks, LLC, on behalf of Harris County W.C. & I.D No. 110, Fidelis Cypress Oaks Sanitary Reroute, LEI Job No. 360-001, Contract No. 1

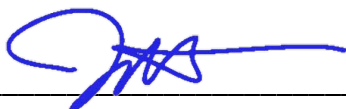
Dear Ms. Vera:

Pursuant to the Engineer's Certificate of Completion dated February 28, 2026, SIF III Cypress Oaks, LLC on behalf of Harris County W.C. & I.D. No. 110 does hereby issue this Certificate of Acceptance of the subject facilities effective February 28, 2026.

Your Guarantee, as provided by the surety, is setforth in Paragraph 14 of the General Conditions of Construction, commenced on Saturday, February 28, 2026, and expires one (1) year later, that is, Sunday, February 28, 2027.

Sincerely,

SIF III CYPRESS OAKS, LLC



Title: Authorized Signer

Joseph Williams

Printed Name

cc: Timothy B. Hardin, P.E., President, Langford Engineering, Inc.
Maria Parker, Sanford Kuhl Hagan Kugle Parker Kahn, LLP.
Steve Kimosh, VP, Industrial Acquisitions & Development, Fidelis
Harris County W.C. & I. D. No. 110 Board of Directors

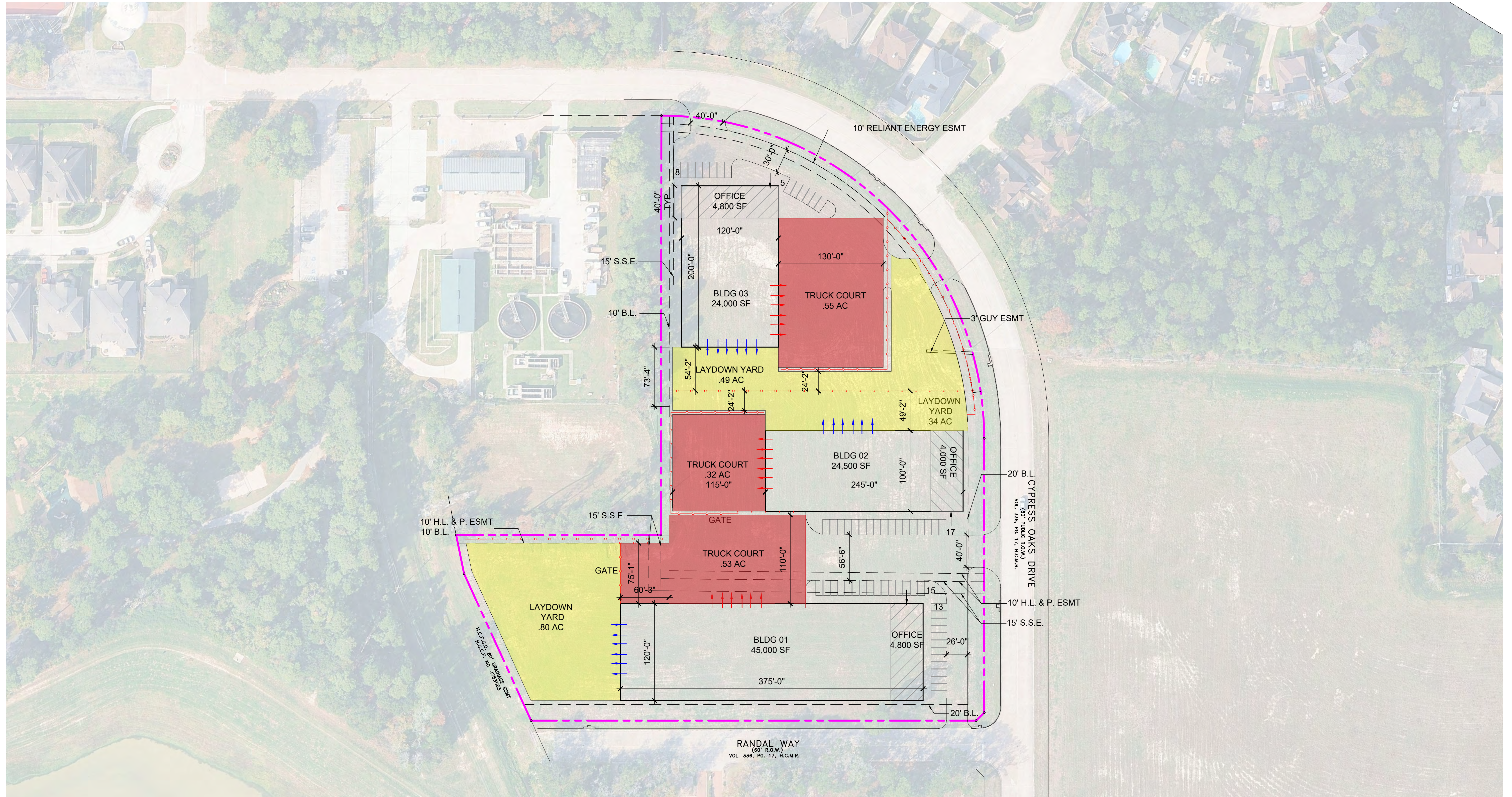
OVERALL SITE PLAN - OP 02.1

SITE AREA : +/- 314,623 SF (7.22 AC)

BUILDING AREA : +/- 93,500 SF

COVERAGE : 29.7%

PARKING : 58



* PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. * BOUNDARY LINES AND EASEMENTS ARE PRELIMINARY & REQUIRE VERIFICATION - SURVEY NOT PROVIDED. * ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT/ ENTRY DESIGNS ARE FINALIZED. * RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES. * PRELIMINARY DETENTION CALCULATIONS. CALCULATIONS ARE SUBJECT TO CHANGE AND NEED TO BE CONFIRMED BY A LICENSED ENGINEER. *

CYPRESS OAKS
a project for
VISTA GROUP

**powers
brown
architect
ecture**

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April 27, 2026

Mr. Jun Chang, P.E.
North Harris County Regional Water Authority
3648 Cypress Creek Pkwy., Suite 110
Houston, Texas 77068

Subject: Harris County W.C. & I.D. No. 110,
Reclaimed Water System Meter
Compliance Certification for Reuse
Authorization No. R1964-001
LEI Job No. 078-287-101

Dear Mr. Chang,

In accordance with Article I, Section 1.04 (a) of the Alternative Water Use Incentive Agreement (see attached) between the North Harris County Regional Water Authority (“NHCRWA”) and Harris County Water Control and Improvement District No. 110 (the “District”), our office hereby submits the attached Meter Calibration Test results, dated March 18, 2026, certifying that the District has maintained the Reclaimed Water System Meter in accordance with standards provided within the NHCRWA’s Rate Order, specifically Section 4.01 (b) regarding the accuracy of Meters measuring NHCRWA Water. The District’s Operator will be sure to provide another re-certification in two (2) years (2028).

Please do not hesitate to contact our office if you have any questions or require additional information.

Sincerely,

LANGFORD ENGINEERING, INC.

Timothy Hardin, P.E.
President



cc: Harris County W.C. & I.D. No. 110 Board of Directors
Maria S. Parker - Sanford Kuhl Hagan Kugle Parker Khan, LLP
Mike Williams – Municipal Operations & Consulting



Mr. Jun Chang, P.E.
April 27, 2026
Page 2

Mark Evans – NHCRWA
Cyndi Plunkett – NHCRWA
Raj Singh – NHCRWA
Michael Baughner – AECOM
Andrew P. Johnson, III – Johnson Petrov, LLP
LEI File



TEST REPORT

(281) 997-5544 11152 Westheimer Rd. #890, Houston, TX 77042

OWNER	Harris County WCID #110		
ADDRESS	67 Cypress Oaks Dr, Spring, TX 77388		
SERVICE TYPE			
SERIAL NUMBER	SIZE	BRAND	MODEL
14993256	4"	Rosemount	Mag Meter

TEST DATE	03/18/2026	REGISTER 1	
		REGISTER 2	

LOW TEST ACCURACY

LOW FLOW RATE		0%
STANDARD TOTAL	0	
METER TOTAL	0	

MEDIUM TEST ACCURACY

MEDIUM RATE	165	98.5%
STANDARD TOTAL	1645	
METER TOTAL	1620	

HIGH TEST ACCURACY

HIGH RATE		0%
STANDARD TOTAL	0	
METER TOTAL	0	

TEST NOTES

We tested the meter with our transit meter for accuracy.

RE: Harris County W.C. & I.D No. 110 - RWS Meter Compliance Certification for Reuse Author. No. R11964-001

From Mark Evans <mevans@nhcrwa.com>

Date Wed 4/29/2026 11:14 AM

To Norman E. Gutierrez <Norman.G@langfordeng.com>

Cc Maria Parker <parker@sklaw.us>; Mike Williams <mwilliams@municipalops.com>; Cyndi Plunkett <cyndi@nhcrwa.com>; Tim Hardin <Tim.H@langfordeng.com>; Amber Batson <abatson@carollo.com>; Rajinder Singh <raj@NHCRWA.com>; Jun Chang <jchang@nhcrwa.com>



Norman,

I am responding on behalf of Mr. Chang. Thank you for submitting Harris County WCID No. 110's meter calibration report. I will let you know if we have any questions.

Mark

Mark Evans

Planning and Governmental Affairs Director
North Harris County Regional Water Authority

3648 Cypress Creek Pkwy #110

Houston, TX 77068

Direct: (281) 962-4993

Cell: (936) 581-1420

mevans@nhcrwa.com



From: Norman E. Gutierrez <Norman.G@langfordeng.com>

Sent: Monday, April 27, 2026 5:25 PM

To: Jun Chang <jchang@nhcrwa.com>

Cc: Maria Parker <parker@sklaw.us>; Mike Williams <mwilliams@municipalops.com>; Mark Evans <mevans@nhcrwa.com>; Cyndi Plunkett <cyndi@nhcrwa.com>; rsingh@nhcrwa.com; Mike Baugher <Mike.Baugher@aecom.com>; Tim Hardin <Tim.H@langfordeng.com>

Subject: [External] Harris County W.C. & I.D No. 110 - RWS Meter Compliance Certification for Reuse Author. No. R11964-001

Mr. Chang:

See attached meter calibration report, including cover letter, for subject RWS Reuse Authorization.

If there are any questions, do not hesitate to contact our office.

Regards,



Norman E. Gutierrez, E.I.T. | Sr. Project Manager

Langford Engineering, Inc.

1080 W Sam Houston Pkwy N, Suite 200

Houston, TX 77043

O: 713-461-3530 | C: 512-799-5167

Email: norman.g@langfordeng.com

www.langfordeng.com | TBPE Firm No. 449

Brooke T. Paup, *Chairwoman*
Catarina R. Gonzales, *Commissioner*
Tonya R. Miller, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 6, 2026

James Williams, President
Harris County Water Control and Improvement District 110
1980 Post Oak BLVD, Suite 1380
Houston, Texas 77056

Via email

Re: Proposed Agreed Order
Harris County Water Control and Improvement District 110
RN103121042; Public Water System ID No. 1010482
Docket No. 2026-0401-PWS-E; Enforcement Case No. 69095
FOR SETTLEMENT PURPOSES ONLY

Dear James Williams:

The Executive Director of the Texas Commission on Environmental Quality ("Commission" or "TCEQ") is pursuing an enforcement action against Harris County Water Control and Improvement District 110 for violations of the Texas Health & Safety Code and Commission Rules. These violations were discovered during a record review conducted on January 16, 2026, and documented in a letter dated February 18, 2026, from the TCEQ Houston Regional Office.

Please find enclosed a proposed agreed order which we have prepared in an attempt to expedite this enforcement action. The order assesses an administrative penalty of \$50. We are proposing a one-time offer to defer \$10 of the administrative penalty if you satisfactorily comply with all the ordering provisions within the time frames listed. Therefore, the administrative penalty to be paid is \$40. The order also identifies the violations that we are addressing and identifies specific technical requirements necessary to resolve them.

If you have any questions regarding this matter, we are available to discuss them in a conference in Austin or over the telephone. If we reach agreement in a timely manner, the TCEQ will then proceed with the remaining procedural steps to settle this matter. These steps include publishing notice of the proposed order in the *Texas Register* and scheduling the matter for approval by the Commission. We believe that handling this matter expeditiously could save Harris County Water Control and Improvement District No. 110 and the TCEQ a significant amount of time, as well as the expense associated with litigation.

If you agree with the order as proposed, please have an authorized representative sign and return the signed order **and** the penalty payment (check payable to "TCEQ" and referencing Harris County Water Control and Improvement District No. 110, Docket No. 2026-0401-PWS-E) to:

James Williams
May 6, 2026
Page 2

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

Should you elect to pay the payable penalty electronically, TCEQ invites you to use ePay, the TCEQ's secure online payment system at: <https://www3.tceq.texas.gov/epay/index.cfm>. Please ensure that you have the following details ready when making your payment using ePay:

- **Payable Penalty/Fee Amount:** \$40
- **Penalty Type/Fee Category:** WATER QUALITY ACT VIOLATIONS (ADMIN PENALTIES)
 - This information will be needed on the "Select Fee" page on ePay.
- **Program Area ID:** ENF
- **Project Number/Case No.:** 69095
- **Email Us Your Receipt:** To ensure prompt recognition of your payment, please forward your email receipt from ePay to Corinna Willis at corinna.willis@tceq.texas.gov.

For detailed instructions on how to complete your payment using ePay, please use the Enforcement Division ePay Guide for Orders at:
<https://www.tceq.texas.gov/compliance/enforcement/penalty-payment>.

Should you believe you are unable to pay the proposed administrative penalty, you may claim financial inability to pay part or all of the penalty amount. In order to qualify for financial inability to pay, the penalty must exceed \$3,600 and be greater than 1% of annual gross revenues. If this is the case, please contact us immediately to obtain a list of financial disclosure documents that must be submitted within 15 days of the receipt of this letter. These documents, once properly completed and submitted, will be thoroughly reviewed to determine if we agree with the claim of financial inability. Please be aware that if financial inability is proven to the satisfaction of staff, discussions pertaining to the penalty amount adjustment will focus only on deferral and not on waiver of the penalty amount.

You may be able to perform or contribute to a Supplemental Environmental Project ("SEP"), which is a project that benefits the environment, to offset a portion of your penalty. **If you are interested in performing an SEP, you must agree to the penalty amount and submit an SEP proposal within 15 days of receipt of this proposed order.**

For additional information about the types of SEPs available and eligibility criteria, please go to the TCEQ's web site link at <https://www.tceq.texas.gov/compliance/enforcement/sep> or contact the Enforcement Coordinator listed below.

Please note that any agreements we reach are subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).

If we cannot reach a settlement of this enforcement action or you do not wish to participate in this expedited process, we will proceed with enforcement under the Commission's Enforcement Rules, 30 TEX. ADMIN. CODE ch. 70. Specifically, if the signed order and penalty are not mailed and postmarked within 30 days from the date of this letter, your case will be forwarded to the Litigation Division and this settlement offer, including the penalty deferral,

James Williams
May 6, 2026
Page 3

will no longer be available. The enforcement process described in 30 TEX. ADMIN. CODE ch. 70 requires the staff to prepare and issue an Executive Director's Preliminary Report and Petition to the Commission. If you would like to obtain a copy of 30 TEX. ADMIN. CODE ch. 70, or any other TCEQ rules, the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI-032) are located on our agency website at <https://www.tceq.texas.gov> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from the Central Office Publications Ordering Team at (512) 239-0028.

For any questions or comments about this matter or to arrange a meeting, please contact Corinna Willis of my staff at (512) 239-2504 or at corinna.willis@tceq.texas.gov.

Sincerely,

Steven Hall

Steven Hall, Manager
Enforcement Division
Texas Commission on Environmental Quality

SH/cw

Enclosures: Proposed Agreed Order, Penalty Calculation Worksheet, Site Compliance History

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
HARRIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT 110
RN103121042

§ BEFORE THE
§ TEXAS COMMISSION ON
§ ENVIRONMENTAL QUALITY

AGREED ORDER DOCKET NO. 2026-0401-PWS-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action Harris County Water Control and Improvement District 110 (the "Respondent") under the authority of TEX. HEALTH & SAFETY CODE ch. 341. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a public water supply located at 19438 Enchanted Oaks Drive in Spring, Harris County, Texas (the "Facility"). The Facility provides water for human consumption, has approximately 3,269 service connections, and serves at least 25 people per day for at least 60 days per year. As such, the Facility is a public water system as defined in 30 TEX. ADMIN. CODE § 290.38(73).
2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE § 7.002 and TEX. HEALTH & SAFETY CODE § 341.049, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 and TEX. HEALTH & SAFETY CODE § 341.031 because it alleges violations of TEX. HEALTH & SAFETY CODE ch. 341 and the rules of the TCEQ.
3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
4. An administrative penalty in the amount of \$50 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent paid \$40 of the penalty and \$10 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order. The deferred amount shall be waived only upon full compliance with all the terms and conditions contained in this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms or requirements contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.
5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or

required in this action, are waived in the interest of a more timely resolution of the matter.

6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.
7. This Order represents the complete and fully integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.
8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.

II. ALLEGATIONS

During a record review for the Facility conducted on January 16, 2026, an investigator documented that the Respondent failed to keep on file copies of well completion data as defined in 30 TEX. ADMIN. CODE § 290.41(c)(3)(A) for as long as the well remains in service, in violation of 30 TEX. ADMIN. CODE § 290.46(n)(3). Specifically, a sanitary control easement has not been submitted for Well Nos. 1 and 2.

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph No. 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Harris County Water Control and Improvement District 110, Docket No. 2026-0401-PWS-E" to:

Financial Administration Division, Revenue Operations Section
Attention: Cashier's Office, MC 214
Texas Commission on Environmental Quality
P.O. Box 13088
Austin, Texas 78711-3088

2. The Respondent shall undertake the following technical requirements:
 - a. Within 90 days after the effective date of this Order, keep on file copies of well completion data for the well as defined in 30 TEX. ADMIN. CODE § 290.41(c)(3)(A), in accordance with 30 TEX. ADMIN. CODE § 290.46.

- b. Within 105 days after the effective date of this Order, submit written certification, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision No. 2.a. The certification shall be signed by the Respondent and shall include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Water Section Manager
Houston Regional Office
Texas Commission on Environmental Quality
5425 Polk Street, Suite H
Houston, Texas 77023-1452

3. All relief not expressly granted in this Order is denied.
4. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Facility operations referenced in this Order.
5. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director. Extension requests shall be sent to the Enforcement Division at the address listed above.
6. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
7. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned,

digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

8. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

For the Commission Date

For the Executive Director Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the OAG for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the OAG of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Signature Date

Name (Printed or typed) Title
Authorized Representative of
Harris County Water Control and Improvement District 110

If mailing address has changed, please check this box and provide the new address below:

Instructions: Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.



Penalty Calculation Worksheet (PCW)

Policy Revision 5 (January 28, 2021)

PCW Revision February 11, 2021

DATES	Assigned	23-Feb-2026	Screening	25-Feb-2026	EPA Due	
	PCW	7-Apr-2026				

RESPONDENT/FACILITY INFORMATION	
Respondent	Harris County Water Control and Improvement District 110
Reg. Ent. Ref. No.	RN103121042
Facility/Site Region	12-Houston
Major/Minor Source	Major

CASE INFORMATION			
Enf./Case ID No.	69095	No. of Violations	1
Docket No.	2026-0401-PWS-E	Order Type	1660
Media Program(s)	Public Water Supply	Government/Non-Profit	Yes
Multi-Media		Enf. Coordinator	Corinna Willis
		EC's Team	Enforcement Team 5
Admin. Penalty \$ Limit Minimum	\$50	Maximum	\$5,000

Penalty Calculation Section

TOTAL BASE PENALTY (Sum of violation base penalties)	Subtotal 1	\$50
---	-------------------	------

ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

Compliance History	-10.0%	Adjustment	Subtotals 2, 3, & 7	-\$5
---------------------------	--------	------------	--------------------------------	------

Notes: Reduction for High Performer classification.

Culpability	No	0.0%	Enhancement	Subtotal 4	\$0
--------------------	----	------	-------------	-------------------	-----

Notes: The Respondent does not meet the culpability criteria.

Good Faith Effort to Comply Total Adjustments	Subtotal 5	\$0
--	-------------------	-----

Economic Benefit	0.0%	Enhancement*	Subtotal 6	\$0
-------------------------	------	--------------	-------------------	-----

Total EB Amounts: \$23
 Estimated Cost of Compliance: \$180
 *Capped at the Total EB \$ Amount

SUM OF SUBTOTALS 1-7	Final Subtotal	\$45
-----------------------------	-----------------------	------

OTHER FACTORS AS JUSTICE MAY REQUIRE	0.0%	Adjustment	\$0
---	------	------------	-----

Reduces or enhances the Final Subtotal by the indicated percentage.

Notes:

Final Penalty Amount	\$45
-----------------------------	------

STATUTORY LIMIT ADJUSTMENT	Final Assessed Penalty	\$50
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DEFERRAL	20.0%	Reduction	Adjustment	-\$10
-----------------	-------	-----------	------------	-------

Reduces the Final Assessed Penalty by the indicated percentage.

Notes: Deferral offered for expedited settlement.

PAYABLE PENALTY	\$40
------------------------	------

Screening Date 25-Feb-2026

Docket No. 2026-0401-PWS-E

PCW

Respondent Harris County Water Control and Improvement District 110

Policy Revision 5 (January 28, 2021)

Case ID No. 69095

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN103121042

Media Public Water Supply

Enf. Coordinator Corinna Willis

Compliance History Worksheet

>> Compliance History Site Enhancement (Subtotal 2)

Component	Number of...	Number	Adjust.
NOVs	Written notices of violation ("NOVs") with same or similar violations as those in the current enforcement action (<i>number of NOVs meeting criteria</i>)	0	0%
	Other written NOVs	0	0%
Orders	Any agreed final enforcement orders containing a denial of liability (<i>number of orders meeting criteria</i>)	0	0%
	Any adjudicated final enforcement orders, agreed final enforcement orders without a denial of liability, or default orders of this state or the federal government, or any final prohibitory emergency orders issued by the commission	0	0%
Judgments and Consent Decrees	Any non-adjudicated final court judgments or consent decrees containing a denial of liability of this state or the federal government (<i>number of judgments or consent decrees meeting criteria</i>)	0	0%
	Any adjudicated final court judgments and default judgments, or non-adjudicated final court judgments or consent decrees without a denial of liability, of this state or the federal government	0	0%
Convictions	Any criminal convictions of this state or the federal government (<i>number of counts</i>)	0	0%
Emissions	Chronic excessive emissions events (<i>number of events</i>)	0	0%
Audits	Letters notifying the executive director of an intended audit conducted under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which notices were submitted</i>)	0	0%
	Disclosures of violations under the Texas Environmental, Health, and Safety Audit Privilege Act, 74th Legislature, 1995 (<i>number of audits for which violations were disclosed</i>)	0	0%
Other	Environmental management systems in place for one year or more	No	0%
	Voluntary on-site compliance assessments conducted by the executive director under a special assistance program	No	0%
	Participation in a voluntary pollution reduction program	No	0%
	Early compliance with, or offer of a product that meets future state or federal government environmental requirements	No	0%

Adjustment Percentage (Subtotal 2) 0%

>> Repeat Violator (Subtotal 3)

N/A

Adjustment Percentage (Subtotal 3) 0%

>> Compliance History Person Classification (Subtotal 7)

High Performer

Adjustment Percentage (Subtotal 7) -10%

>> Compliance History Summary

Compliance History Notes

Reduction for High Performer classification.

Total Compliance History Adjustment Percentage (Subtotals 2, 3, & 7) -10%

>> Final Compliance History Adjustment

Final Adjustment Percentage *capped at 100% -10%

Screening Date 25-Feb-2026

Docket No. 2026-0401-PWS-E

PCW

Respondent Harris County Water Control and Improvement District 110

Policy Revision 5 (January 28, 2021)

Case ID No. 69095

PCW Revision February 11, 2021

Reg. Ent. Reference No. RN103121042

Media Public Water Supply

Enf. Coordinator Corinna Willis

Violation Number 1

Rule Cite(s)

30 Tex. Admin. Code § 290.46(n)(3)

Violation Description

Failed to keep on file copies of well completion data as defined in 30 Tex. Admin. Code § 290.41(c)(3)(A) for as long as the well remains in service. Specifically, a sanitary control easement has not been submitted for Well Nos. 1 and 2.

Base Penalty \$5,000

>> Environmental, Property and Human Health Matrix

OR

Release	Harm		
	Major	Moderate	Minor
Actual			
Potential			

Percent 0.0%

>> Programmatic Matrix

Falsification	Major	Moderate	Minor
			x

Percent 1.0%

Matrix Notes

Less than 30% of the rule requirements were not met.

Adjustment \$4,950

\$50

Violation Events

Number of Violation Events 1 Number of violation days 40

daily	
weekly	
monthly	
quarterly	
semiannual	
annual	
single event	x

Violation Base Penalty \$50

One single event is recommended.

Good Faith Efforts to Comply

0.0%

Reduction \$0

Before NOE/NOV NOE/NOV to EDPRP/Settlement Offer

Extraordinary		
Ordinary		
N/A	x	

Notes

The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$50

Economic Benefit (EB) for this violation

Statutory Limit Test

Estimated EB Amount \$23

Violation Final Penalty Total \$45

This violation Final Assessed Penalty (adjusted for limits) \$50

Economic Benefit Worksheet

Respondent Harris County Water Control and Improvement District 110
Case ID No. 69095
Reg. Ent. Reference No. RN103121042
Media Public Water Supply
Violation No. 1

Percent Interest	Years of Depreciation
5.0	15

Item Description	Item Cost	Date Required	Final Date	Yrs	Interest Saved	Costs Saved	EB Amount
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Delayed Costs

Equipment				0.00	\$0	\$0	\$0
Buildings				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0
Engineering/Construction				0.00	\$0	\$0	\$0
Land				0.00	\$0	n/a	\$0
Record Keeping System	\$180	18-Apr-2024	23-Oct-2026	2.52	\$23	n/a	\$23
Training/Sampling				0.00	\$0	n/a	\$0
Remediation/Disposal				0.00	\$0	n/a	\$0
Permit Costs				0.00	\$0	n/a	\$0
Other (as needed)				0.00	\$0	n/a	\$0

Notes for DELAYED costs

The delayed cost includes the estimated amount to keep on file well completion data at the Facility, calculated from the date of the investigation initially documenting the violation to the estimated date of compliance.

Avoided Costs

ANNUALIZE avoided costs before entering item (except for one-time avoided costs)

Disposal				0.00	\$0	\$0	\$0
Personnel				0.00	\$0	\$0	\$0
Inspection/Reporting/Sampling				0.00	\$0	\$0	\$0
Supplies/Equipment				0.00	\$0	\$0	\$0
Financial Assurance				0.00	\$0	\$0	\$0
ONE-TIME avoided costs				0.00	\$0	\$0	\$0
Other (as needed)				0.00	\$0	\$0	\$0

Notes for AVOIDED costs

Approx. Cost of Compliance \$180

TOTAL \$23



Compliance History Report

Compliance History Report for CN600741508, RN103121042, Rating Year 2025 which includes Compliance History (CH) components from September 1, 2020, through August 31, 2025.

Customer, Respondent, or Owner/Operator:	CN600741508, Harris County Water Control and Improvement District 110	Classification: HIGH	Rating: 0.00
Regulated Entity:	RN103121042, HARRIS COUNTY WCID 110	Classification: NOT APPLICABLE	Rating: N/A
Complexity Points:	N/A	Repeat Violator:	N/A
CH Group:	14 - Other		
Location:	19438 Enchanted Oaks Drive in Spring, Harris County, Texas		
TCEQ Region:	REGION 12 - HOUSTON		
ID Number(s):	PUBLIC WATER SYSTEM/SUPPLY REGISTRATION 1010482		

Compliance History Period:	September 01, 2020 to August 31, 2025	Rating Year:	2025	Rating Date:	09/01/2025
Date Compliance History Report Prepared:	April 29, 2026				
Agency Decision Requiring Compliance History:	Enforcement				
Component Period Selected:	April 29, 2021 to April 29, 2026				
TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.					
Name:	Corinna Willis	Phone:	(512) 239-2504		

Site and Owner/Operator History:

- | | |
|--|-----|
| 1) Has the site been in existence and/or operation for the full five year compliance period? | YES |
| 2) Has there been a (known) change in ownership/operator of the site during the compliance period? | NO |

Components (Multimedia) for the Site Are Listed in Sections A - J

A. Final Orders, court judgments, and consent decrees:
N/A

B. Criminal convictions:
N/A

C. Chronic excessive emissions events:
N/A

D. The approval dates of investigations (CCEDS Inv. Track. No.):

E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

N/A

F. Environmental audits:
N/A

G. Type of environmental management systems (EMSs):

N/A

H. Voluntary on-site compliance assessment dates:

N/A

I. Participation in a voluntary pollution reduction program:

N/A

J. Early compliance:

N/A

Sites Outside of Texas:

N/A