

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

November 7, 2024

The Board of Supervisors of Brookshire-Katy Drainage District (the "District") met in regular session, open to the public, at 7:00 p.m. on the 7th day of November 2024, at 1111 Kenney Street, Brookshire, Texas, inside the boundaries of the District, and the roll was called of the members of the Board:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Assistant Secretary

and all of the above were present, thus constituting a quorum.

Also attending the meeting were Stan Kitzman, General Manager of the District; Wendy Sidwell, District Administrator; Michael McCarthy, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); and William Petrov, attorney, and Mirna Croon, paralegal, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney").

Agenda Item No. 1
CALL TO ORDER

The President called the meeting to order.

Agenda Item No. 2
INVOCATION AND PLEDGE OF ALLEGIANCE

The meeting was opened with the Invocation and Pledge of Allegiance.

Agenda Item No. 3
PUBLIC COMMENT

There was no public comment.

Agenda Item No. 4
MINUTES OF OCTOBER 14, 2024 REGULAR BOARD MEETING, AND OCTOBER 28, 2024 SPECIAL BOARD MEETING

Upon motion by Supervisor Keeling, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the minutes of the October 14, 2024 Regular Board meeting, and October 28, 2024 Special Board meetings.

Agenda Item No. 5

The Holiday Party is scheduled for Tuesday, December 3, 2024, at 6:00 PM at Midway Barbeque in Katy, TX.

Agenda Item No. 6

ENGAGEMENT LETTER FROM ANGIE EVANS, CPA, PLLC FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 ("AUDIT ENGAGEMENT LETTER").

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved the Audit Engagement Letter, a copy of which is attached hereto as Exhibit "A".

Agenda Item No. 7

NEW ADMINISTRATION BUILDING CONSTRUCTION UPDATE

Mr. Kitzman and Ms. Sidwell updated the Board on the construction. The scheduled completion date is February 16, 2025.

Agenda Item No. 8

AIA DOCUMENT G702: APPLICATION AND CERTIFICATE FOR PAYMENT FROM COMMERCIAL CONSTRUCTION AND MAINTENANCE OF APPLICATION NO. 004 FOR SERVICES COMPLETED THROUGH OCTOBER 31, 2024 ("PAY APPLICATION NO. 004")

Upon motion by Supervisor Beckendorff, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved Pay Application No. 004, a copy of which is attached hereto as Exhibit "B".

Agenda Item No. 9

ENGINEER'S REPORT

- a) Permit Application for Tract Development Without Platting for Ferguson Brookshire Pipe Yard Building Tenant Work, ID: 00476, Permit No. 2024-111

Upon motion by Supervisor Beckendorff, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved Permit No. 2024-111, as recommended by Quiddity in the letter attached hereto as Exhibit "C".

- b) Permit Application for Tract Development With Platting for Anserra of Katy - Preliminary Plat and Drainage Plans, ID: 00655.

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application ID: 00655, as recommended by Quiddity in the letter attached hereto as Exhibit "C-1".

- c) Amending Permit Application for Tract Development With Platting for Sunterra Section 22 Amending Plat No. 1 - Final Plat (ID: 00657; Permit No. 2022-23 REVISED).

Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved Amended Permit No. 2022-23, as recommended by Quiddity in the letter attached hereto as Exhibit "C-2".

- d) Refund of overpayment to Quiddity Engineering, LLC for Permit Application for Tract Development Without Platting for Sunterra Lakes Phase I - Mass Grading & Detention Facilities, Permit No. 2024-103.

Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the refund check to Quiddity Engineering, LLC - Land Development Group, in the amount of \$3,700, for the overpayment of inspection fees related to Permit No. 2024-103.

e) Update on Sunterra Development.

There was no update.

f) Update on Grange Development.

There was no update.

Agenda Item No. 10

GENERAL MANAGER'S REPORT

a) Authorization to Sell Chevrolet C-60 VIN:CCE27V142695.

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board authorized the sale of the 1977 Chevrolet C-60 at the minimum amount of \$1,200.

b) General Manager's Report. Mr. Kitzman reviewed the General Manager's Report, a copy of which is attached hereto as Exhibit "D".

c) Inspector's Report and Enforcement Action Update. Mr. Kitzman reviewed the Inspector's Report with the Board. The enforcement action update was provided in an executive session later in the meeting.

Agenda Item No. 11

FINANCIAL REPORT

Ms. Sidwell presented to and reviewed with the Board the October 2024 bills.

Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved paying the October 2024 bills.

Ms. Sidwell then presented to and reviewed with the Board the Financial Report a copy of which is attached hereto as Exhibit "E". Upon motion by Supervisor Chisum, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved the Financial Report.

Agenda Item No. 12

EXECUTIVE SESSION

At 7:41 PM, upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the President convened an Executive Session pursuant to Section 551.071 of the Open Meetings Act to discuss matters of attorney-client privilege. Only the present Board members, Mr. Kitzman, Ms. Sidwell, Mr. McCarthy, Mr. Petrov and Ms. Croon were present during the Executive Session.

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Agenda Item No. 13
REGULAR SESSION

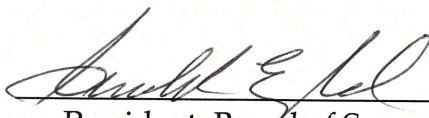
At 8:01 PM, upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board reconvened the meeting in regular session. No action was taken in the Executive Session.

ADJOURNMENT

With no additional matters to discuss, upon motion by Supervisor Keeling, seconded by Supervisor Welch, and with all Supervisors voting aye, the Board adjourned the meeting at 8:02 PM.

[EXECUTION PAGE FOLLOWS]

SIGNED this 9th day of DECEMBER 2024.


President, Board of Supervisors

ATTEST:

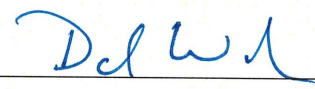

Secretary, Board of Supervisors

Exhibit "A"	Audit Engagement Letter
Exhibit "B"	Pay Application No. 004
Exhibit "C"	Quiddity Recommendation Letter for Permit No. 2024-111
Exhibit "C-1"	Quiddity Recommendation Letter for Permit Application ID: 00655
Exhibit "C-2"	Quiddity Recommendation Letter for Amended Permit No. 2022-2023
Exhibit "D"	General Manager's Report
Exhibit "E"	Financial Report

EVANS AND FEESE CPAS, PLLC

440 Cobia Drive, Suite 904
Katy, TX 77494

Ph. 281-531-9850
Fax 281-531-9864
E-Mail: firm@evansandfeesecpas.com

November 4, 2024

Board of Supervisors
Brookshire-Katy Drainage District
1111 Kenney St.,
Brookshire, Texas 77423

Dear Members of the Board,

We are pleased to confirm our understanding of the services we are to provide Brookshire-Katy Drainage District for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements which are comprised of the statement of net position and balance sheet as of September 30, 2024, and the governmental funds revenues, expenditures, and changes in fund balances, the statement of activities, the reconciliation of the balance sheet to the statement of net position, and the reconciliation of the statement of revenues, expenditures, and changes in fund balances to the statement of activities for the year then ended, and the related notes to the financial statements. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Brookshire-Katy Drainage District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board 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 Brookshire-Katy Drainage District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). 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 appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Statement of Revenues, Expenditures, and Change in Fund Balances – Budget to Actual

We have also been engaged to report on supplementary information other than RSI that accompanies Brookshire-Katy Drainage District's financial statements. We will subject the following supplementary information 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 GAAS, and we will provide an opinion

on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

1) Supplementary information required by the Texas Commission on Environmental Quality

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 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 GAAS and *Government Auditing Standards* 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.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Brookshire-Katy Drainage District and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, 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 the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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 and *Government Auditing Standards*. 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 government'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.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of 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 the system of internal control, 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. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. 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 significant deficiencies or material weaknesses. 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 and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Brookshire-Katy Drainage District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

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, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). 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 your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written 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, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). 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. Your responsibilities include acknowledging to us in the written 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.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of Brookshire-Katy Drainage District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. 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.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and

related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Brookshire-Katy Drainage District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Evans & Feese CPAs, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Texas State Board of Public Accountancy or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Evans & Feese CPAs, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas State Board of Public Accountancy. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Angie Evans is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 11, 2024 and to issue our reports no later than January 31, 2025.

Our fee for the financial audit will be at our standard hourly rates and we estimate that our gross fee will be between \$18,500 – \$20,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our standard hourly rates range from \$60-\$215. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel 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.

Reporting

We will issue a written report upon completion of our audit of Brookshire-Katy Drainage District's financial statements. Our report will be addressed to the Board of Supervisors of Brookshire-Katy Drainage 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 issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Brookshire-Katy Drainage District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Brookshire-Katy Drainage District and believe this letter and Attachment A accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Evans + Feese CPAs, PLLC

Evans & Feese CPAs, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Brookshire-Katy Drainage District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

ATTACHMENT A - STANDARD EVANS & FEESE CPAS, PLLC ENGAGEMENT TERMS

It is understood and agreed that the terms and conditions in this Attachment A refer to the Evans & Feese CPAs, PLLC engagement letter to which it is attached. The addressee of the letter, by signing the letter, has agreed to all of the terms and conditions in this Attachment A. In the event that there is a conflict between this Attachment A and the letter, including any Statements of work, attachments, or amendments to the Agreement, the terms of Attachment A shall control. Any capitalized terms in this Attachment A that are not defined shall have the meanings in the letter.

1. **Management Participation and Responsibilities.** You will designate at least one management level individual who possesses the suitable skill, knowledge, experience, judgment and willingness to be responsible for overseeing the Services on your behalf. You will be solely responsible for applying independent business judgment with respect to the Services, including without limitation, establishing and monitoring the performance of the Services to ensure the objectives have been met, evaluating the adequacy of the engagement and any recommendations made, exclusively rendering decisions that involve management functions related to the engagement, accepting full responsibility for decisions on implementation of other further courses of action, and establishing and maintaining internal controls. Moreover, you will in all events remain responsible for the care and control of your premises, for all internal books and record-keeping, for establishing and maintaining effective internal control systems and for all management functions, responsibilities and decisions.

2. **Business Risk Allocations.** The terms of this Section 2 shall apply regardless of the nature of any claim asserted (including but not limited to contract, statute, tort, strict liability, or any form of negligence, whether by you, Evans & Feese CPAs, PLLC, or others) but such terms shall not apply to the extent finally determined to be contrary to any applicable law.

(a) **Limitation of Liability.** With respect to the Services and this Agreement generally, in no event shall the liability of Evans & Feese CPAs, PLLC and its present and former partners, principals, directors, employees, agents and contractors for any claim, including but not limited to Evans & Feese CPAs, PLLC's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Evans & Feese CPAs, PLLC willful misconduct or fraud.

IN NO EVENT SHALL EVANS & FEESE CPAS, PLLC BE LIABLE FOR, AND YOU HEREBY WAIVE, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR LOSS (NOR ANY LOST PROFITS, TAXES, INTEREST, PENALTIES, LOSS OF SAVINGS, OR LOST BUSINESS OPPORTUNITY.)

(b) **Indemnity.** You shall, upon the receipt of written notice, indemnify, defend and hold harmless (Evans & Feese CPAs, PLLC and its present and former partners, principals, directors, employees, agents and contractors (collectively the "Indemnified Party") from and against any liability, damages, fees, expenses, losses, demands and costs (including defense costs) associated with any claim arising from or relating to: (i) your misrepresentations; (ii) any third party claims related to Services provided under this Agreement; or (iii) false or incomplete information provided to us by you or your agents. You agree to reimburse the Indemnified Party for all reasonable expenses including reasonable attorney's fees and expenses, as they are incurred in connection with the investigation of, preparation for, or defense of, any pending or threatened claim or action or proceeding arising therefrom, whether or not Evans & Feese CPAs, PLLC is a party.

(c) **Limitation on Period to File Claims.** It is expressly agreed that any claim by or on behalf of either party arising out of the Services, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two years from the earlier of: the date that the report or deliverable is issued, or when the claim becomes known.

3. **Use of Documentation and Reliance.** Our professional standards require us to maintain sufficient documentation to support our work. This documentation may include copies of your information. However, to the extent that we have copies of your information, we will protect and safeguard your information from unauthorized disclosure.

You agree to protect all data, materials, deliverables and reports, and opinions delivered to you (the "Deliverables") from unauthorized use and prevent disclosure of the Deliverables to unauthorized third parties who may rely on them (except for copies of filed tax returns). Moreover, you agree that we have not and shall not be deemed to assume any duties or obligations to any third party, including without limitation an affiliate, subsidiary, parent company or shareholders, partners, members, creditors or any third party beneficiaries.

Our Deliverables will be based on our interpretation of the federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities, in effect when we provide our deliverables. All of these authorities are subject to change, and such change may be retroactive or prospective in effect. We assume no responsibility to either advise you of, or to update our conclusions, for changes in respect to federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities. As a result, evaluation of our Deliverables shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this Agreement and applicable law and any claim of nonconformance must be clearly

and convincingly shown.

4. **Reportable Transactions.** Taxpayers are required to disclose their participation in certain types of transactions ("Reportable: Transactions") on forms filed with their federal income tax returns and/or with the IRS Office of Tax Shelter Analysis, and with agencies of certain states that impose similar requirements. Failure to adhere to Reportable Transaction disclosure and filing requirements may result in the imposition of significant penalties under applicable federal and/or state law. We may be a "Material Advisor" with regard to Services provided to you and we may be subject to our own federal and/or state reporting, registration and list maintenance obligations, which are separate and independent of any taxpayer disclosure obligation. We may be required to maintain and disclose to applicable federal and/or state regulatory agencies certain information regarding your participation in a Reportable Transaction including your name and federal identification number and other information as required.

Except as specifically stated in this Agreement, Evans & Feese CPAs, PLLC does not assume any obligation to express any opinion on, provide any advice related to, or identify from any information provided by you or obtained by us during the course of providing Services to you under this Agreement, whether any particular transaction is a Reportable Transaction or the potential consequences of non-compliance with disclosure and filing requirements pertaining to a Reportable Transaction. Reliance on any opinion or advice we may provide regarding whether a transaction is or is not a Reportable Transaction and/or any disclosure and filing requirements may not avoid the imposition of any penalty imposed on you under federal or state law for the failure to comply with such disclosure and filing obligations.

5. **Third Party Proceedings.** Unless expressly provided for, our Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Moreover, our costs, expenses and time spent in legal and regulatory matters or proceedings arising from this Agreement to which we are not a party and the Services are not at issue, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulation inquiries, whether made at your request, the request of a third party or by subpoena or equivalent, will be billed to you separately at our then current rates. The terms of this paragraph shall apply to any third party proceedings that arise after the termination of this Agreement.

6. **Privileges Relating to Taxpayer Communications.** Any advice given by Evans & Feese CPAs, PLLC with respect to a matter that is within the scope of our authority to practice before the IRS may be privileged under federal and state laws. This privilege may be asserted in any non-criminal tax matter before the IRS and in any non-criminal tax proceeding in Federal court and may be asserted to the extent such communication would be considered privileged communication if it were between a taxpayer and an attorney. At your sole cost and expense, we will cooperate with your efforts to assert taxpayer privileges when we receive a demand or inquiry for your information to the extent required by law.

7. **Access to Resources and Information.** Unless specified herein as the responsibility of Evans & Feese CPAs, PLLC to provide, you shall have obtained for us on a timely basis any internal and third party permissions, licenses or approvals that are required for us to perform the Services contemplated hereunder (including use of any necessary software or data). You shall also provide us, on a timely basis, with such information, approvals and assistance as may be necessary to our work or as we may reasonably request, and our personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within Evans & Feese CPAs, PLLC.

8. **Termination.** We shall each have the right to terminate this Agreement, in whole or in part, without further obligation to the other in the event that a party commits a material breach of this Agreement. A material breach shall include, without limitation, any failure to timely pay Evans & Feese CPAs, PLLC invoices. Any failure to remedy a material breach within thirty (30) days after written notice by the non-breaching party of such breach shall result in termination of this Agreement, in whole or in part, subject to the discretion of the non-breaching party. Further, Evans & Feese CPAs, PLLC shall have the right to terminate this Agreement if it discovers practices by you that we deem dishonest, fraudulent, or illegal; or we determine that in our professional judgment, the circumstances require termination of any or all Statements of Work. In the event that either party terminates this Agreement or any or all Statements of Work as set forth in this section, you agree to pay us for the Services, including out-of-pocket expenses and costs, rendered up to the date of such termination.

9. **Electronic Communications.** The parties agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between the parties and between Evans & Feese CPAs, PLLC and outside specialists or other entities engaged by either us or you. We shall not be liable for any loss, damage, expense, inconvenience, or harm resulting from the loss, delay, interception, corruption, or alteration of any electronic communication due to any reason beyond our reasonable control.

10. **Basis for Our Conclusions.** Our conclusions are limited solely to the matters for which we were engaged. No conclusions should be inferred as to any matters not specifically covered in the Agreement. Further, the conclusions are based upon the facts and information presented by you and may be inapplicable if the actual facts differ from those presented in any respect.

You represent that we may rely on the following, to the extent applicable, without verification.

- (a) All original documents, signatures and copies of documents provided by you are authentic.
- (b) When only drafts of pertinent documents are available, the executed versions of the draft documents will not vary materially from the ones provided by you for examination.
- (c) There are no inconsistent or adverse facts that are not otherwise provided by you and are not apparent from the face of the documents that we have relied upon.
- (d) All legal documents necessary to perform the services have been duly and validly authorized, approved and executed by the appropriate persons.

You hereby agree not to sue Evans & Feese CPAs, PLLC and release Evans & Feese CPAs, PLLC and its present and former partners, principals, directors, employees, and contractors from any claim, whether known or unknown, liability, damages, fees, expenses and costs (including defense costs) relating to the Services that arise or relate to any information provided by you, your personnel or agents, that is misleading, incomplete, or not current.

11. **Dispute resolution.** In the unlikely event that differences arise in connection with the validity, enforceability, performance or breach of this Agreement or our fees, either of us may request mediation in writing. Any mediation shall be assisted by a neutral mediator acceptable to you and Evans & Feese CPAs, PLLC and each of us will use our best efforts to discuss our respective positions and resolve any dispute.

The parties may disclose facts during the mediation in an attempt to resolve the dispute. Any facts disclosed will be in furtherance of settlement and maintained as confidential by all parties. The parties agree to conclude mediation within sixty (60) days from receipt of the written notice unless the parties jointly agree to extend, terminate or waive mediation. Each party will each pay its own cost of mediation but will share equally the fees and expenses of the mediator.

In the event that mediation is not successful, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the parties agree to waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to the Services or this Agreement.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in Houston, Texas unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association ("AAA"), except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to terminate or waive mediation, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and tax matters. The arbitrator shall have no authority to award non-monetary, equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential mediation or arbitration.

12. **General.**

- (a) Neither party shall assign any rights, obligations or claims relating to this Agreement.
- (b) Neither party shall be liable for any delay or failure in performance due to circumstances beyond its reasonable control.
- (c) No third-party beneficiaries are intended under this Agreement.
- (d) Neither party shall use the other's name, service marks, or trademarks without prior written consent.
- (e) This Agreement, including its formation and the parties' respective rights and duties and all disputes that might arise from or in connection with this Agreement or its subject matter, shall be governed by and construed in accordance with the laws of Texas, without giving effect to conflicts of laws rules.

(f) Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship.

(g) If any portion of this Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions. Furthermore, if you become a registrant of the U.S. Securities and Exchange Commission ("SEC") or if due to any other reason, the Services are subject to the independence rules of the SEC with respect to you, such that any provision in this Agreement would impair our independence under the SEC's rules, such provision shall, to that extent, be of no further force and effect and the Agreement shall consist of the remaining provisions.

(h) This Agreement, including any other incorporated attachments, sets forth the entire understanding between and among the parties regarding the Services and supersedes all prior and contemporaneous agreements, arrangements and communications and may not be modified or amended, except by the mutual written agreement of both parties.

(i) The clauses regarding liability limitations, third party proceedings, indemnification and resolution of differences shall survive any termination of this Agreement.

13. **Personnel.** When you hire a Evans & Feese CPAs, PLLC professional, we incur significant expenses in hiring and training replacements. Accordingly, during the term of this Agreement and for a period of one (1) year after the Services are completed, we both agree not to solicit, directly or indirectly, or hire, the other's personnel participating on an engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

14. **Successors and Affiliates.** Recognizing that at times Evans & Feese CPAs, PLLC's work may pertain not only to you but also to various subsidiaries, affiliates, advisors and contractors, partnerships, companies, trusts or foundations, you agree, as may be requested by Evans & Feese CPAs, PLLC from time to time (including subsequent to completion of the Services), to obtain written acceptance of the terms of this Agreement. Furthermore, you represent and warrant that this Agreement shall be binding on each party hereto and on each of your respective subsidiaries, successors, assigns and legal representatives.



AIA Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Brookshire-Katy Drainage District 1111 Kenney Street Brookshire, TX. 77423	PROJECT:	BKDD Admin Building	APPLICATION NO:	004	Distribution to:
FROM	Commercial Construction and Maintenance	VIA		PERIOD TO:	October 31, 2024	OWNER: ☒
CONTRACTOR:	5690 Pine Lane Circle Bessemer, AL 35022	ARCHITECT:	LDDBlueLine	CONTRACT FOR:	3,147,189.00	ARCHITECT: ☒
				CONTRACT DATE:	May 30, 2024	CONTRACTOR: ☒
				PROJECT NOS:	/ /	FIELD: ☐
						OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703⁴, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$3,147,189.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$3,147,189.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,053,938.21

5. RETAINAGE:

- a. 10.00 % of Completed Work
(Column D + E on G703)
- b. 0 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a – 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$105,393.82
(Line 4 Less Line 5 Total)	\$948,544.39

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$825,937.10
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8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$122,607.29
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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.

CONTRACTOR: Paul Pence Date: 10/31/2024

By: Paul Pence

State of: Alabama

County of: Jefferson

Subscribed and sworn to before

me this 1 day of Nov 2024

Notary Public: Ronda Lynne Kornegay

My Commission expires:

My Commission Expires 03/27/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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

..... \$122,607.29
(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.)

ARCHITECT:

By: [Signature]

Date: 11/1/2024

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.

CONTINUATION SHEET
AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703
APPLICATION NUMBER: 4
10/25/2024
PERIOD FROM: 10/1/2024
PERIOD TO: 10/31/2024

A DIVISION NO.	B AIA Division	C SCHEDULED COST	D CHANGE ORDERS COST	E CHANGE ORDERS CH&P 15%	F CHANGE ORDERS TOTAL	G TOTAL VALUE	H WORK COMPLETED FROM PREVIOUS APPLICATIONS	I THIS PERIOD	J DEPOSIT/MATERIAL PRESENTLY STORED	K TOTAL COMPLETED & STORED TO DATE (I+J+K)	L % G/C	M BALANCE TO FINISH (G-K)	N RETAINAGE 10%
01100	Uplift GR Costs - Permit, Performance Bond, Builders Risk Insurance	\$ 59,463.90	\$ -	\$ -	\$ -	\$ 59,463.90	\$ 59,463.90	\$ -	\$ -	\$ 59,463.90	100%	\$ -	\$ 5,946.39
01310	On-Going General Requirement Costs - Production Coordination	\$ 210,749.61	\$ -	\$ -	\$ -	\$ 210,749.61	\$ 61,960.38	\$ 1,984.50	\$ -	\$ 63,224.88	30%	\$ 147,524.72	\$ 6,322.49
01500	Temporary Facilities	\$ 11,812.63	\$ -	\$ -	\$ -	\$ 11,812.63	\$ 2,979.99	\$ 60.90	\$ -	\$ 3,039.79	26%	\$ 8,772.84	\$ 303.98
01524	Temporary Construction Waste Management	\$ 7,348.87	\$ -	\$ -	\$ -	\$ 7,348.87	\$ 2,160.57	\$ 44.09	\$ -	\$ 2,204.66	30%	\$ 5,144.21	\$ 220.47
02230	Site Clearing and Erosion Control	\$ 39,386.48	\$ -	\$ -	\$ -	\$ 39,386.48	\$ 37,374.66	\$ 670.61	\$ -	\$ 38,045.27	97%	\$ 1,341.22	\$ 3,804.53
02300	Earthwork, Grading, Pond and Soil Stabilization	\$ 393,896.56	\$ -	\$ -	\$ -	\$ 393,896.56	\$ 374,204.59	\$ 11,816.99	\$ -	\$ 386,021.57	98%	\$ 7,877.99	\$ 38,604.16
02301	Surveying/Layout	\$ 4,899.26	\$ -	\$ -	\$ -	\$ 4,899.26	\$ 2,448.62	\$ -	\$ -	\$ 2,448.62	60%	\$ 2,448.62	\$ 244.86
02306	Concrete Wash Out	\$ 3,810.53	\$ -	\$ -	\$ -	\$ 3,810.53	\$ -	\$ 1,714.74	\$ -	\$ 1,714.74	45%	\$ 2,095.79	\$ 171.47
02361	Termite Control	\$ 2,177.44	\$ -	\$ -	\$ -	\$ 2,177.44	\$ 2,177.44	\$ -	\$ -	\$ 2,177.44	100%	\$ -	\$ 217.74
02466	Drilled Piers	\$ 40,827.07	\$ -	\$ -	\$ -	\$ 40,827.07	\$ 40,827.07	\$ -	\$ -	\$ 40,827.07	100%	\$ -	\$ 4,082.71
02510	Domestic Water Supply - Water Utilities	\$ 25,258.35	\$ -	\$ -	\$ -	\$ 25,258.35	\$ 7,577.50	\$ -	\$ -	\$ 7,577.50	30%	\$ 17,680.84	\$ 1,757.75
02530	Sanitary Sewer Supply - Sewer Utilities	\$ 48,992.48	\$ -	\$ -	\$ -	\$ 48,992.48	\$ 24,496.24	\$ 24,496.24	\$ -	\$ 48,992.48	100%	\$ -	\$ 4,899.25
02630	Storm Utilities	\$ 74,468.57	\$ -	\$ -	\$ -	\$ 74,468.57	\$ 37,234.29	\$ 22,340.57	\$ -	\$ 59,574.86	80%	\$ 14,893.71	\$ 5,957.49
02751	Exterior Concrete Paving & Striping	\$ 107,239.10	\$ -	\$ -	\$ -	\$ 107,239.10	\$ 12,215.67	\$ 39,903.69	\$ -	\$ 52,119.56	49%	\$ 55,119.56	\$ 5,211.96
02821	Chain Link Fence and Gates	\$ 9,782.17	\$ -	\$ -	\$ -	\$ 9,782.17	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,782.17	\$ 9.00
02920	Irrigation, Landscaping and Pressure Washing	\$ 42,078.00	\$ -	\$ -	\$ -	\$ 42,078.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 42,078.00	\$ 9.00
03200	Concrete Reinforcement	\$ 6,364.06	\$ -	\$ -	\$ -	\$ 6,364.06	\$ 4,814.53	\$ -	\$ -	\$ 4,814.53	75%	\$ 1,749.53	\$ 481.45
03300	Cast in Place Concrete - Footings and Slab	\$ 85,434.42	\$ -	\$ -	\$ -	\$ 85,434.42	\$ 67,167.76	\$ -	\$ -	\$ 67,167.76	79%	\$ 18,266.67	\$ 6,716.78
04720	Cast Stone Materials and Labor	\$ 4,354.69	\$ -	\$ -	\$ -	\$ 4,354.69	\$ -	\$ -	\$ -	\$ -	0%	\$ 4,354.69	\$ 9.00
04801	Natural Stone Veneer - Brick and Block	\$ 35,814.92	\$ -	\$ -	\$ -	\$ 35,814.92	\$ -	\$ -	\$ -	\$ -	0%	\$ 35,814.92	\$ 9.00
04861	Natural Stone Veneer - Labor	\$ 18,121.00	\$ -	\$ -	\$ -	\$ 18,121.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 18,121.00	\$ 9.00
05121	Structural Steel - PEUB materials and handrails	\$ 121,209.24	\$ -	\$ -	\$ -	\$ 121,209.24	\$ 41,593.23	\$ -	\$ -	\$ 41,593.23	34%	\$ 79,626.01	\$ 4,159.32
05400	Cold-Formed Metal Framing - Materials and Labor	\$ 134,348.28	\$ -	\$ -	\$ -	\$ 134,348.28	\$ -	\$ -	\$ -	\$ -	0%	\$ 134,348.28	\$ 9.00
05503	Metal Fabrication/Installation of PEUB	\$ 76,210.53	\$ -	\$ -	\$ -	\$ 76,210.53	\$ -	\$ -	\$ -	\$ -	0%	\$ 76,210.53	\$ 9.00
06100	Rough Carpentry	\$ 5,804.51	\$ -	\$ -	\$ -	\$ 5,804.51	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,804.51	\$ 9.00
07210	Building Insulation	\$ 47,903.76	\$ -	\$ -	\$ -	\$ 47,903.76	\$ -	\$ -	\$ -	\$ -	0%	\$ 47,903.76	\$ 9.00
08111	Steel Doors and Frames	\$ 25,055.60	\$ -	\$ -	\$ -	\$ 25,055.60	\$ -	\$ -	\$ -	\$ -	0%	\$ 25,055.60	\$ 9.00
08211	Flush Wood Plastic Laminate Doors	\$ 19,180.16	\$ -	\$ -	\$ -	\$ 19,180.16	\$ -	\$ -	\$ -	\$ -	0%	\$ 19,180.16	\$ 9.00
08411	Aluminum-Formed Entrances, Storefronts and Windows	\$ 57,540.95	\$ -	\$ -	\$ -	\$ 57,540.95	\$ -	\$ -	\$ -	\$ -	0%	\$ 57,540.95	\$ 9.00
08711	Door Hardware and Install	\$ 21,928.40	\$ -	\$ -	\$ -	\$ 21,928.40	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,928.40	\$ 9.00
09253	Gypsum Sheathing, Gypsum Board and Assemblies/Drywall	\$ 171,177.56	\$ -	\$ -	\$ -	\$ 171,177.56	\$ -	\$ -	\$ -	\$ -	0%	\$ 171,177.56	\$ 9.00
09310	Floor Coverings	\$ 75,687.26	\$ -	\$ -	\$ -	\$ 75,687.26	\$ -	\$ -	\$ -	\$ -	0%	\$ 75,687.26	\$ 9.00
09511	Acoustical Ceilings	\$ 33,750.38	\$ -	\$ -	\$ -	\$ 33,750.38	\$ -	\$ -	\$ -	\$ -	0%	\$ 33,750.38	\$ 9.00
09612	Painting	\$ 17,922.38	\$ -	\$ -	\$ -	\$ 17,922.38	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,922.38	\$ 9.00
10431	Signage	\$ 2,473.99	\$ -	\$ -	\$ -	\$ 2,473.99	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,473.99	\$ 9.00
10582	Walkway Covers/Canopies	\$ 112,356.09	\$ -	\$ -	\$ -	\$ 112,356.09	\$ -	\$ -	\$ -	\$ -	0%	\$ 112,356.09	\$ 9.00
10801	Bedroom and Toilet Accessories, Partitions	\$ 18,292.07	\$ -	\$ -	\$ -	\$ 18,292.07	\$ -	\$ -	\$ -	\$ -	0%	\$ 18,292.07	\$ 9.00

A DIVISION NO.	B ATA Division	C SCHEDULED COST	D CHANGE ORDERS COST	E CHANGE ORDERS OH&P 15%	F CHANGE ORDERS TOTAL	G TOTAL VALUE	H WORK COMPLETED FROM PREVIOUS APPLICATIONS	I WORK COMPLETED THIS PERIOD	J DEPOSITS/MATERIAL PRESENTLY STORED	K TOTAL COMPLETED & STORED TO DATE (I + J + K)	L % G/C	M BALANCE TO FINISH (G - K)	N Page 2 RETAINAGE 10%
12494	Roller Shades	\$ 7,078.87	\$ -	\$ -	\$ -	\$ 7,078.87	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,078.87	\$0.00
15100	Mechanical - HVAC materials and labor	\$ 353,174.83	\$ -	\$ -	\$ -	\$ 353,174.83	\$ -	\$ -	\$ -	\$ -	0%	\$ 353,174.83	\$0.00
15200	Mechanical - Plumbing materials and labor	\$ 159,468.18	\$ -	\$ -	\$ -	\$ 159,468.18	\$ 83,308.47	\$ -	\$ -	\$ 83,308.47	40%	\$ 95,158.71	\$6,330.85
15100	Electrical - Materials and labor	\$ 189,678.74	\$ -	\$ -	\$ -	\$ 189,678.74	\$ 58,734.74	\$ 33,918.11	\$ -	\$ 92,652.85	49%	\$ 97,025.89	\$9,265.29
18670	Lighting Protection System	\$ 11,734.80	\$ -	\$ -	\$ -	\$ 11,734.80	\$ -	\$ -	\$ -	\$ -	0%	\$ 11,734.80	\$0.00
21100	Fire Water Line	\$ 57,266.77	\$ -	\$ -	\$ -	\$ 57,266.77	\$ 17,180.03	\$ -	\$ -	\$ 17,180.03	30%	\$ 40,086.74	\$1,718.00
21200	Fire Suppression System	\$ 61,240.17	\$ -	\$ -	\$ -	\$ 61,240.17	\$ -	\$ -	\$ -	\$ -	0%	\$ 61,240.17	\$0.00
28100	Fire Alarm System	\$ 15,405.41	\$ -	\$ -	\$ -	\$ 15,405.41	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,405.41	\$0.00
01210.1	Allowance 1 - T&S	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00	\$0.00
01210.2	Allowance 2 - Interior and Exterior Signage Material	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 15,000.00	\$0.00
01210.3	Allowance 3 - Brick Material	\$ 6,318.62	\$ -	\$ -	\$ -	\$ 6,318.62	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,318.62	\$0.00
01210.4	Allowance 4 - Stone Material	\$ 24,339.15	\$ -	\$ -	\$ -	\$ 24,339.15	\$ -	\$ -	\$ -	\$ -	0%	\$ 24,339.15	\$0.00
01210.5	Allowance 5 - Refrigerator	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00	\$0.00
01210.6	Allowance 6 - Contingency	\$ 67,500.00	\$ -	\$ -	\$ -	\$ 67,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 67,500.00	\$0.00
		\$ 3,147,189.00	\$ -	\$ -	\$ -	\$ 3,147,189.00	\$ 917,707.89	\$ 136,230.33	\$ -	\$ 1,053,938.21	33%	\$ 2,093,250.79	\$105,993.92

Change Orders:		
Previously Approved	This period	
Adds	\$ -	\$ -
Deducts	\$ -	\$ -
Total	\$ -	\$ -

Division Explanatory Comments for Work Completed in Column I and J Above

- 01310 Represents the On-Going General Requirement Costs for the project
 01500 Represents the Temporary Facilities costs for the project
 01524 Represents the Temporary Dumpster costs for the project
 02230 Represents the Site Cleaning and Erosion Control costs for the project
 02300 Represents the Earthwork, Grading and Detention Pond costs for the project
 02305 Represents the Concrete Wash out costs for the project
 02530 Represents the Sanitary Sewer Utilities costs for the project
 02630 Represents the Storm Utilities costs for the project
 02751 Represents the Exterior Concrete Paving and Striping costs for the project
 16100 Represents the Electrical costs for the project;

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Commercial Construction & Maintenance, Inc.

Name of Customer: Brookshire-Katy Drainage District

Job Location: 1111 Kenney Street Brookshire, TX 77423

Owner: Brookshire-Katy Drainage District

Through Date: 10/31/2024

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

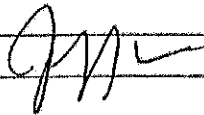
\$ 825,937.10

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: 

Claimant's Title: COO

Date of Signature: 10/31/2024

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Commercial Construction & Maintenance, Inc

Name of Customer: Brookshire-Katy Drainage District

Job Location: 1111 Kenney Street Brookshire, TX 77423

Owner: Brookshire-Katy Drainage District

Through Date: 10/31/2024

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Brookshire-Katy Drainage District

Amount of Check: \$ 122,607.29

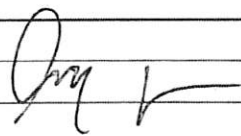
Check Payable to: Commercial Construction & Maintenance, Inc

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 Date(s) of waiver and release: _____
 Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: 

Claimant's Title: COO

Date of Signature: 10/31/2024



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

November 5, 2024

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Ferguson Facilities Management
Ferguson Brookshire Pipe Yard Building Tenant Work – **Final Drainage Plans**
Application ID No. 00476
Permit No. 2024-111
Quiddity, Inc. Job No. R0002-1004-05.004

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: Kimley Horn

Permit Type: Tract Development w/o Platting – Final Drainage Plans

Location: 108 Empire Boulevard, Brookshire, Texas 77423

Survey: T. Reese Survey, Abstract 330 and the H.& T.C. Railroad Company Survey, Block 1, Section 73, Abstract 154, City of Brookshire, and Waller County, Texas

Previous Approvals: The District previously approved the final drainage plans titled "Ferguson Brookshire Pipe Yard Expansion" on October 9, 2023 under Permit No. 2023-64.

Description: The proposed Ferguson Brookshire Pipe Yard Building Tenant Work (Development) is located south of US Hwy 90, north of Interstate 10, west of Woods Road, and east of Brookshire Creek. The Development encompasses 11.54 acres and includes 0 lots, 1 reserve, and 1 block. The Development is part of the Empire West Business Park.

The Development was previously approved to include only a concrete pavement lot to be used as a pipe laydown yard with associated drainage improvements along the perimeter of the site to convey stormwater runoff. The Development proposes a revision to its site plan with the addition of a single building and parking on the southeastern corner of the property. The Development previously planned for concrete pavement in the location of the proposed building, thus no increase in impervious cover is proposed and no additional detention is required.



Mr. Arnold England, President
November 5, 2024
Page 2

The drainage from the site generally sheetflows to the south where it is collected by existing curb and gutter inlets and conveyed through a private underground storm sewer system that runs along the perimeter of the site. The private storm sewer system was included in the plans titled "Ferguson Brookshire Pipe Yard Expansion" and approved on October 9, 2023 under Permit No. 2023-64. The private storm sewer system connects to an existing public storm sewer system under Empire Boulevard. The public storm sewer system under Empire Boulevard was included in the plans titled "Empire West Business Park Paving and Utilities Phase 1" and approved on April 03, 2020 under Permit No. 2020-03. The flow along Empire Boulevard is directed west and outfalls into the Empire West Business Park "Main Pond", which will then outfall into Brookshire Creek. The Main Pond was included in the plans titled "Empire West Business Park Detention Facilities," and approved on April 03, 2020 under Permit No. 2020-02.

DFMA:

There is an executed Detention Facilities Maintenance Agreement (DFMA) with the District that includes the referenced detention facilities.

Technical Review:

Based on our review of the final drainage plans (plans), the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, a Professional Engineer has prepared, dated, signed, and sealed the plans submitted. This Professional is licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R.

For the Applicant:

Please be advised that in an effort to comply with the District's policy to maintain zero net increase in stormwater runoff rates and to ensure that no adverse impacts are attributable to the proposed Development, all detention facilities (i.e., drainage infrastructure and outfall(s)) must be constructed and functional before beginning construction of any impervious improvements.



Mr. Arnold England, President
November 5, 2024
Page 3

The District requires the engineer, project owner, and contractor to implement temporary drainage measures during construction to prevent any negative impacts. These measures are crucial to managing stormwater and maintaining site stability throughout construction.

At least two business days prior to starting construction of the Detention Facilities and Drainage infrastructure, the Developer's contractor shall notify the District's General Manager in writing. The Pre-Construction Notification form can be found on the District's website under Permit Application and Engineering Documents (<https://www.bkdd.dst.tx.us/page/BKDD.Home>).

The Applicant shall not use this letter to commence any construction activities prior to receiving the **approved permits** from all applicable governing entities with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Michael H. McCarthy, PE

MHM/dme

<https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1004-05.004 Ferguson Brookshire Pipeyard Building Tenant Work/2.0 - Letters/Ferguson Brookshire Pipe Yard Final Drg Plans approval ltr 11524 JC.docx>

cc: Mr. Kenneth Cargill, PE – Kimley Horn via email kenneth.cargill@kimley-horn.com
Mr. Kirk Wall – Ferguson Facilities Management via email kirk.wall@ferguson.com
Mr. Ross McCall, PE – Waller County Engineer via email engineering@wallercounty.us
Mr. Craig Kalkomey, PE – City of Brookshire Engineer via email ckalkomey@lja.com
Mr. Andrew Johnson, III – Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

October 30, 2024

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Trans Anserra, LLC
Anserra of Katy – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 00655
Permit No. – N/A
Quiddity Job No. R0002-1020-01.065

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: SMDC Engineering

Permit Type: Tract Development with Platting – Preliminary Plat and Preliminary Drainage Plan

Location: South of I10, north of Kingsland Blvd, west of Cane Island Pkwy, and east of Pederson Road

Survey: W.W. Bains Survey, Abstract 385, Waller County, Texas

Technical Review: Based on our review of the Preliminary Plat of Anserra of Katy, the permit application generally complies with the District's Rules and Regulations; we interpose no objection and recommend its acceptance by the District's Board of Supervisors.

It is to be understood that the **acceptance of the Preliminary Plat** by the District's Board of Supervisors does not constitute official acceptance of the proposed development by the District but does constitute an authorization to begin and proceed with the preparation of the Final Drainage Plans and Final Plat.

The applicant shall not use this Preliminary approval to commence any construction activities until the Final Drainage Plans and Final Plat have been **approved and accepted** in official actions by the District and from any governing entity with jurisdiction.

For the Applicant: The applicant's next step is to submit **two** separate applications: **one for the Final Plat**, outlining the development's layout and design, and **another for the Final Drainage Plans**, including construction plans and drainage calculations. Both applications should include all necessary engineering information and documents for a thorough and comprehensive review.



Mr. Arnold England, President

October 30, 2024

Page 2

DFMA:

If proposing detention facilities, the proposed development will require a Detention Facilities Maintenance Agreement (DFMA) with the District. The submittal of the DFMA shall include all required information/documents for review and coordination with the District's Legal Counsel.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Michael H. McCarthy, PE

MHM/dme/kdm

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1020-01.065 Anserra of Katy_00655/2.0 - Letters/Anserra of Katy PP Approval Ltr 10302024.docx

cc: Mr. Soheil Mehmnavaz – SMDC Engineering - via email smdc.engr@gmail.com
Mr. Ross McCall, PE - Waller County Engineer via email engineering@wallercounty.us
Mr. Andrew Johnson, III - Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

November 5, 2024

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: History Maker Homes
Sunterra Section 22 – **Amending Plat No. 1**
Application ID No. 00657 (FP)
Permit No. 2022-23 REVISED
Quiddity Job No. R0002-1019-01.054

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: Quiddity Engineering - LDS

Permit Type: Tract Development with Platting – Final Plat

Location: South of future Stockdick Road, west of Pitts Road

Survey: J.W. McCutcheon Survey Section 130, Abstract 308, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat for Sunterra Section 22 on January 25, 2022, under Permit No. 2021-77. The District approved the Final Plat and Final Drainage Plans for Sunterra Section 22 on June 14, 2022, under Permit No. 2022-23.

Revision: This reason for the amending plat is to correct missing curve calls, reserve acreage, grid coordinates, and incorrect distance calls. This amending plat does not propose to alter or change previously approved drainage or detention plans.

DFMA: There is an executed Detention Facilities Maintenance Agreement (DFMA) with the District for the detention facilities that serve Sunterra Section 22.

Technical Review: Based on our review of the final plat, the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.



Mr. Arnold England, President

November 5, 2024

Page 2

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve Sunterra Section 22 from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plat submitted has been prepared, dated, signed, and sealed by a Professional Land Surveyor who is licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R.

For the Applicant:

The applicant shall not use this letter to commence any construction activities prior to receiving all **approved permits** from the governing entities with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Michael H. McCarthy, PE

MHM/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1019-01.054 Sunterra Section 22 Amending Plat No. 1/2.0 - Letters/Sunterra Section 22 Amending Plat No. 1 Approval Ltr_110524.docx

cc: Mr. Chett Wignall – History Maker Homes via email chett.wignall@historymaker.com
Mr. Blair Bozoarth, PE – Quiddity Engineering via email bbozoarth@quiddity.com
Mr. Ross McCall, PE – Waller County Engineer via email engineering@wallercounty.us
Mr. Andrew Johnson, III – Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com

BROOKSHIRE-KATY DRAINAGE DISTRICT
MONTHLY EQUIPMENT MILEAGE/HOUR, AND EXPENSE REPORT

OCTOBER 2024

TRACTORS

EQUIPMENT	YEAR MODEL	LIFETIME HOURS	HOURS THIS MONTH	FISCAL YTD HOURS	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
JD 5100E BAT-WING TRACTOR	2019	3,269	61	61	\$2,617.06	\$2,617.06
JD 6145M 2019 BOOM MOWER	2019	2,843	5	5	\$0.00	\$0.00
JD 6145M 2021 BOOM MOWER	2021	1,888	135	135	\$153.19	\$153.19
JD 6150M BOOM MOWER	2015	6,772	150	150	\$0.00	\$0.00
JD 930M Z-TRAK MOWER	2018	643	1	1	\$0.00	\$0.00

HEAVY EQUIPMENT

EQUIPMENT	YEAR MODEL	LIFETIME HOURS	HOURS THIS MONTH	FISCAL YTD HOURS	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
CAT 920 WHEEL LOADER	2024	247	45	45	\$250.00	\$250.00
CAT D6k2 DOZER	2019	1,768	9	9	\$1,446.64	\$1,446.64
CAT 323 EXCAVATOR	2018	4,934	112	112	\$375.35	\$375.35
CAT 416E BACKHOE	2012	3,668	10	10	\$0.00	\$0.00
JD 755A TRACK LOADER	1982	2,632	0	0	\$0.00	\$0.00
NORAM 65E MOTOR GRADER	2014	2,997	9	9	\$0.00	\$0.00

VEHICLES

EQUIPMENT	YEAR MODEL	LIFETIME MILES	MILES THIS MONTH	FISCAL YTD MILES	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
F-250 4X4 w/FUEL TANK (CREW)	2020	17,556	214	214	\$0.00	\$0.00
TACOMA SR 4X4 (INSPECTOR)	2020	49,637	683	683	\$0.00	\$0.00
F-150 4X4 (INSPECTOR)	2017	96,888	1,420	1,420	\$0.00	\$0.00
F-250 4X4 (CREW)	2016	103,944	45	45	\$0.00	\$0.00
F-750 DUMP TRUCK	2011	48,128	454	454	\$0.00	\$0.00
FREIGHTLINER HAUL TRUCK	2000	866	6	6	\$121.43	\$121.43
DODGE RAM 4X4 (2301) (CREW)	2023	6,467	398	398	\$0.00	\$0.00
DODGE RAM 4X4 (2302) (FOREMAN)	2023	17,291	784	784	\$0.00	\$0.00
TACOMA TDR 4X4 (ASST GM)	2023	14,946	1,199	1,199	\$0.00	\$0.00
FREIGHTLINER DUMP TRUCK	2020	54,138	435	435	\$792.54	\$792.54
KAWASAKI MULE PRO	2024	79	4	4	\$0.00	\$0.00

TRAILERS

EQUIPMENT	YEAR MODEL	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
LOAD MAX TRAIL 20' TANDEM	2020	\$0.00	\$0.00
CARRY-ON 6'x8' 2-WHEEL	2017	\$0.00	\$0.00
NUTTALL LOWBOY	1985	\$0.00	\$0.00
SPRAYER TANK TRAILER	?	\$0.00	\$0.00
HOME-MADE 4-WHEEL	1980	\$0.00	\$0.00

OCTOBER 2024 - FINANCIAL REPORT

Exhibit " E "

General Fund	\$1,555,713.91
Payroll Fund	\$131,087.96
Petty Cash	\$2,431.68
Building Fund	\$2,456,540.24
Capital Improvement Fund	\$765,481.16
Texpool Fund	\$3,237.20
Amegy Bank Checking	\$69,600.84
Austin Co. State Bank CD	\$236,201.26
Bank of Shiner CD	\$184,090.06
Bank of Brenham CD	\$249,449.85
Citizens State Bank CD	\$236,590.24
Fayetteville Bank CD	\$183,963.17
First Nat. Bank Bellville CD	\$184,733.25
Industry State Bank CD	\$249,449.85
TOTAL RECONCILED BALANCE	\$6,508,570.67

RESERVES:

\$1,524,477.68

All accounts are reconciled.

FUNDS						
	TexPool	Prosperity Bank General Fund	Prosperity Bank Payroll Fund	Amegy Bank Grant - Checking	Prosperity Bank Building Fund	Prosperity Bank Capital Imprvmnts
Fund Balance						
Beginning Balance 10/1	\$3,223.45	\$1,669,271.92	\$208,745.23	\$69,600.84	\$2,599,937.35	\$765,383.92
Deposits and Credits	\$13.75	\$146,481.08	\$20.83	\$0.00	\$324.79	\$97.24
Debits and Withdrawals	\$0.00	\$243,716.82	\$74,818.65	\$0.00	\$144,223.86	\$0.00
Ending Balance 10/30	\$3,237.20	\$1,572,036.18	\$133,947.41	\$69,600.84	\$2,456,038.28	\$765,481.16
Less Total Outstanding Drafts/Deposits (Net Amount)	\$0.00	-\$16,322.27	-\$2,859.45	\$0.00	\$501.96	\$0.00
Adjusted Ending Balance 10/30	\$3,237.20	\$1,555,713.91	\$131,087.96	\$69,600.84	\$2,456,540.24	\$765,481.16
Monthly Interest Earned	\$14.50	\$204.20	\$20.83	\$0.00	\$324.79	\$97.24

CERTIFICATES OF DEPOSIT							
	Austin County State Bank	Bank of Shiner	Citizens State Bank	Fayetteville Bank	First National Bank of Bellville	Industry State Bank	Bank of Brenham
Fund Balance							
Beginning Balance 10/1	\$236,201.26	\$184,090.06	\$236,590.24	\$183,963.17	\$184,733.25	\$249,449.85	\$249,449.85
Deposits and Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debits and Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance 10/30	\$236,201.26	\$184,090.06	\$236,590.24	\$183,963.17	\$184,733.25	\$249,449.85	\$249,449.85
Interest/Earned	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

BUDGET	
24-25 FY Budget	\$5,294,869.51
YTD Expenses	\$270,531.47
New Equipment	
Total Budgeted Expenses YTD	\$270,531.47

ENFORCEMENT/CIVIL PENALTIES	
Awry Concrete	\$10,000.00 BKDD Received FY 24-25
DI Landholdings	\$20,000.00 BKDD Received FY 24-25

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

November 25, 2024

The Board of Supervisors of Brookshire-Katy Drainage District (the "District") met in special session, open to the public, at 8:30 a.m. on the 25th day of November, 2024, at 1111 Kenney Street, Brookshire, Texas, inside the boundaries of the District, and the roll was called of the members of the Board:

Arnold England	President
Pat Keeling	Vice President
David Welch	Secretary
Blake Beckendorff	Supervisor
John Chisum	Assistant Secretary

and all of the above were present, thus constituting a quorum.

Also attending the meeting were Stan Kitzman, General Manager of the District; Buddy Brand, Assistant General Manager of the District; Wendy Sidwell, District Administrator; Michael McCarthy, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); Stuart Newton of Mustang Cat ("Mustang"); Ward. D. Parnell of Parnell Benefits Group; and Andrew P. Johnson, III, and William Petrov, attorneys, and Mirna Croon, paralegal, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney").

Agenda Item No. 1
CALL TO ORDER

The President called the meeting to order.

Agenda Item No. 2
INVOCATION AND PLEDGE OF ALLEGIANCE

The meeting was opened with the Invocation and Pledge of Allegiance.

Agenda Item No. 3
PUBLIC COMMENT

There was no public comment.

Agenda Item No. 4
AUTHORIZE PURCHASE OF A 2025 CATERPILLAR MODEL 265-05CAHF SKID STEER, CONTRACT NO. 011723-CAT

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board (i) approved the purchase of a 2025 Caterpillar Model 265-05CAHF SKID STEER in the amount of \$113,981.73; and (ii) authorized Stan Kitzman or Buddy Brand to execute the New Machine Sales Agreement with Caterpillar, a copy of which is attached hereto as Exhibit "A".

Agenda Item No. 5
RENEW/ELECT MEDICAL, DENTAL AND VISION INSURANCE AND PARTICIPATION IN HRA SELF-INSURED DEDUCTIBLE AMERIFLEX COMPLIANCE PROGRAM AND SECTION 125 ePOP PLAN FOR BROOKSHIRE-KATY DRAINAGE DISTRICT EMPLOYEES

Ms. Sidwell and Mr. Parnell presented the health insurance renewal plans and explained the differences between the current plan, Blue Cross Blue Shield PPO S663CHC, and AETNA 2500 Plan. Subsequently, Mr. Parnell recommended selecting the AETNA 2500 Plan.

Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board unanimously voted to accept Mr. Parnell's recommendation and select the AETNA 2500 Plan for District staff and authorize the benefit contribution structure to reflect 90%Employer/10%Employee for District Employees and 60%Employer/40%Employee for Dependents. The Board further authorized the continuation of participation in Section 125 ePOP plan and HRA Ameriflex Compliance Program self-insured deductible reimbursement of up to \$2,500.00 after the employee has paid the first \$250.00. This benefit is payable to District Staff for the employee's deductible only.

Agenda Item No. 6

PERMIT APPLICATION TRACT DEVELOPMENT WITH PLATTING FOR BARTLETT ROAD STREET DEDICATION AT RESERVE IN GRANGE - FINAL PLAT (ID: 00675); PERMIT NO. 2024-90

Mr. McCarthy reviewed the recommendation letter for Permit No. 2024-90, a copy of which is attached hereto as Exhibit "B".

Upon motion by Supervisor Chisum, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved Permit No. 2024-90, as recommended by Quiddity.

Agenda Item No. 7

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR SUNTERRA LAKES STREET DEDICATION SECTION 1 - FINAL DRAINAGE PLANS (ID: 00602), PERMIT NO. 2024-141

Mr. McCarthy reviewed the recommendation letter for Permit No. 2024-141 (ID: 00602), a copy of which is attached hereto as Exhibit "B-1".

Agenda Item No. 8

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR SUNTERRA LAKES BOULEVARD STREET DEDICATION SECTION 1 - FINAL PLAT (ID: 00594), PERMIT NO. 2024-141

Mr. McCarthy reviewed the recommendation letter for Permit No. 2024-141 (ID: 00594), a copy of which is attached hereto as Exhibit "B-2".

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved (i) Permit No. 2024-141 (ID: 00602), as recommended by Quiddity; and (ii) Permit No. 2024-141 (ID: 00594), as recommended by Quiddity.

Agenda Item No. 9

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR WOODS CROSSING - PRELIMINARY PLAT (ID: 00682);

Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the Permit Application for Tract Development with Platting for Woods Crossing - Preliminary Plat (ID: 00682), as recommended by Quiddity in the letter attached hereto as Exhibit "B-3".

Agenda Item No. 10

TRANSFER BROOKSHIRE-KATY DRAINAGE DISTRICT'S 30% MATCH OF THE HARRIS COUNTY PRECINCT 4 "CALL FOR PROJECTS" TO GRANT FUND REGARDING MASTER DRAINAGE PLAN PHASE 2

Ms. Sidwell reported that the District received \$700,000 from Harris County in accordance with the Interlocal Agreement. She then requested authorization from the Board to move \$300,000 (which represents the District's required 30% matching contribution) from the District's General Fund to the Grant Fund.

Next, upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board authorized the transfer of \$300,000 from the District's General Fund to the Grant Fund.

Agenda Item No. 11

PROFESSIONAL SERVICES AGREEMENT REGARDING NEUMAN LOW WATER CROSSINGS WITH QUIDDITY

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved the above-referenced Professional Services Agreement, a copy of which is attached hereto as Exhibit "C".

Agenda Item No. 12

DISCUSS SCHEDULE FOR DECEMBER 2024 BOARD MEETINGS

The Board agreed to hold its regular meeting on December 9, 2024, as scheduled, and its special meeting on December 23, 2024, as needed.

Agenda Item No. 13

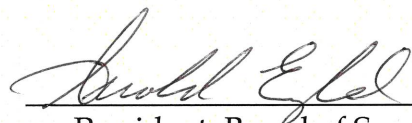
PENDING AND POSSIBLE FUTURE ENFORCEMENT ACTION ITEMS

Mr. Petrov provided the Board with a status update on ongoing enforcement actions including DI Landholdings, LLC, Alfredo Martinez, and AWRY Ready-Mix Concrete.

ADJOURNMENT

With no additional matters to discuss, upon motion by Supervisor Keeling, seconded by Supervisor Chisum, and with all Supervisors voting aye, the Board adjourned the meeting at 9:42 a.m.

SIGNED this 9th day of DECEMBER 2024.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

Exhibit "A"	Caterpillar New Machine Sales Agreement
Exhibit "B"	Quiddity Recommendation for Permit No. 2024-90
Exhibit "B-1"	Quiddity Recommendation for Permit No. 2024-141 (ID: 00594)
Exhibit "B-2"	Quiddity Recommendation for Permit No. 2024-141 (ID: 00602)
Exhibit "B-3"	Quiddity Recommendation for Preliminary Plat (ID: 00682)
Exhibit "C"	Professional Services Agreement Regarding Neuman Low Water Crossing

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MUSTANG CAT		New Machine Sales Agreement		MUSTANG CAT Rental	
REF# Q-22685		MUSTANG MACHINERY COMPANY, LLC. D/B/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 PHONE: (800) 256 - 1001			
SOLD TO CUSTOMER	STREET ADDRESS		Brookshire Katy Drainage	SHIP TO	
	CITY/STATE		Po Box 608		
	POSTAL CODE		Brookshire/TX		/
	COUNTY/ COUNTRY		77423		
	PHONE NUMBER		8326270559		
	EMAIL		mbrand@bkdd.dst.tx.us		
	CUSTOMER CONTACT		EQUIPMENT Buddy Brand	F.O.B. AT:	
			PRODUCT		
			SUPPORT		
	INDUSTRY CODE			SHIP VIA:	
PRINCIPAL WORK CODE					

CUSTOMER NUMBER: 0145230	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):	CUSTOMER PO NUMBER:
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DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: Caterpillar	MODEL: 265-05CAHF	YEAR: 2025	
ID NUMBER: 24NE2822	SERIAL NUMBER: 0KR403734	SMU: 0	

265	265-05CAHF		
24NE2822	24NE2822		\$103,670.00
LANE 3 ORDER NC	0P-9003		\$0.00
CAB PACKAGE, ULTRA	651-8314		\$18,150.00
GUARDING/SEALINGPKG, (HD1) 0	586-0093		\$675.00
TRACK,RUBBER,450MM(177IN)BLCK 0	596-4432		\$870.00
RIDE CONTROL	586-0028		\$975.00
FUEL, ELECTRIC PRIMING	606-6585		\$630.00
REAR LIGHTS	579-2312		\$0.00
DOOR, CAB, POLYCARBONATE	593-7244		\$284.00
INTEGRATED RADIO	651-8586		\$680.00
SEAT BELT, 2" 0 NC	613-1924		\$0.00
CERTIFICATION ARR, P65 0 NC	643-7208		\$0.00
INSTRUCTIONS, ANSI, USA 0 NC	585-9582		\$0.00
SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926		\$0.00
PACK, DOMESTIC TRUCK 0 NC	0P-0210		\$0.00
PRODUCT LINK, CELLULAR PL243	579-2323		\$0.00
BRUSHCUTTER, BR318, HF XPS1,107	610-2710		\$9,917.00
BUCKET-GP, 80", BOCE 631	279-5377		\$2,132.00
CARRIAGE, PAL C2, 46", SSL 207	351-9371		\$701.00
FORK, PAL C2, 48" X 4" X 16" 114	195-8545		\$256.00
FORK, PAL C2, 48" X 4" X 16" 114	195-8545		\$256.00
BUCKET-IND GR, 80", BOCE 1,135	217-6230		\$7,583.00
KIT, BEACON, AMBER LED 0	625-9406		\$278.00

Total Machine List Price: \$147,057.00
Dealer Discount: \$34,674.42
Non-Discounted Items:
Make Ready \$510.00
Freight Charges \$550.00
Warranty \$0.00
Miscellaneous \$323.00

Quote Notes

Sourcewell Contract #011723-CAT. COI. Quote valid while inventory lasts.

TRADE-IN EQUIPMENT			TERMS OF SALE	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	SUB TOTAL \$113,765.58	
PAYOUT TO: _____	AMOUNT: \$0.00	PAID BY: _____	HEAVY EQUIPMENT TAX \$216.15	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	SALES TAX \$0.00	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	DOC FEE \$0.00	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	DIESEL SURCHARGE \$0.00	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	TOTAL CASH PRICE \$113,981.73	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE. PREVENTATIVE MAINTENANCE AGREEMENT CVA 500 Hours			CASH WITH ORDER \$0.00	
			TRADE IN ALLOWANCE \$0.00	
			TOTAL DOWN PMT. & TRADE IN ALLOWANCE -	
			UNPAID BALANCE OF TRADES \$0.00	
			Invoice – Downpayment + Trade in Allowance \$113,981.73 TOTAL AMOUNT TO BE FINANCED \$113,981.73	
EQUIPMENT WARRANTY				
Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.				

WARRANTY TERM	24 Month 2000 Hours Premier Labor+Travel 2H/100M CAT Work Tools Warranty 12 Months/Unlimited Hours	CUSTOMER INITIAL.
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IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE _____	DATE _____
ORDER RECEIVED BY _____	CUSTOMER NAME _____
SIGNATURE _____	CUSTOMER SIGNATURE _____
TITLE _____	TITLE _____



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

November 16, 2024

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Katy 2855 Development, LLC
Bartlett Road Street Dedication & Reserves in Grange – **Final Plat**
Application ID No. 00675 (FP)
Permit No. 2024-90
Quiddity Job No. R0002-1021-01.017

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: Quiddity Engineering - LDS

Permit Type: Tract Development with Platting – Final Plat

Location: South of Morton Road up to intersection with Franz Road

Survey: H. & T.C. Railroad Company Survey, Section 123, A-202, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat on October 28, 2024 under Application No. 00630. The District approved the Final Drainage Plans on October 28, 2024 under Permit No. 2024-17.

Description: This permit application only includes the final plat submittal of the Bartlett Road Street Dedication & Reserves in Grange (Development). The construction of the Development and associated drainage facilities were included in the plans titled "Grange Phase 1 Mass Grading and Detention" and approved by the District under Permit No. 2024-17 on March 25, 2024. This application does not propose to alter or change previously approved drainage or detention plans.

DFMA: There is an executed Detention Facilities Maintenance Agreement (DFMA) with the District for the detention facilities that serve the Development.

Technical Review: Based on our review of the final plat, the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.



Mr. Arnold England, President
November 16, 2024
Page 2

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve Bartlett Road Street Dedication & Reserves in Grange from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plat submitted has been prepared, dated, signed, and sealed by a Professional Land Surveyor who is licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R.

For the Applicant: The applicant shall not use this letter to commence any construction activities prior to receiving all **approved permits** from the governing entities with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Michael H. McCarthy, PE

MHM/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1021-01.017 Bartlett Road Street Ded & Reserves in Grange/2.0 - Letters/Bartlett Road Street Ded & Reserves in Grange Approval Ltr_111624.docx

cc: Mr. Jacob Rice – Katy 2855 Development, LLC via email Jacobr@johnsondev.com
Mr. Blair Bozarth, PE – Quiddity Engineering via email bbozarth@quiddity.com
Mr. Ross McCall, PE – Waller County Engineer via email engineering@wallercounty.us
Mr. Andrew Johnson, III – Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com



2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

November 16, 2024

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Sunterra Lakes Boulevard Street Dedication Section 1 – **Final Plat and Final Drainage Plans**
Application ID No. 00594 (FP) Exhibit "B-2"
Application ID No. 00602 (FDP) Exhibit "B-1"
Permit No. – 2024-141
Quiddity Job No. R0002-1036-01.005

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: Quiddity Engineering, LDS

Permit Type: Tract Development with Platting – **Final Plat and Final Drainage Plans**

Location: North of Stockdick Road, south of FM 529, east of FM 362, and west of FM 2855

Survey: J.G. Bennet Survey, Abstract 288 and H.&T.C. Railroad Company Survey, Section 49 Abstract 142, Waller County, Texas

Description: The proposed Sunterra Lakes Boulevard Street Dedication Section 1 (Development) encompasses approximately 6.24 acres of land with 0 lots and 0 reserves. The Development is located within the Sunterra Lakes development.

The drainage for the site is conveyed through curb and gutter inlets, which connects to an underground public storm sewer system. The storm sewer system includes multiple stub outs for connection to future development within Sunterra Lakes. The storm sewer system will convey runoff to two outfalls that discharge flow into the Sunterra Lakes Phase 1 detention facilities. The first outfall is located north of the proposed Sunterra Lakes Boulevard and discharges runoff into Pond 6. The second outfall is located to the east of the Sunterra Lakes Boulevard and discharges runoff into Pond 3. Pond 6 outfalls into Pond 4, which outfalls into Pond 3, which outfalls into Pond 1, which then outfalls into the District's drainage channel to the east of the Development. Flow is directed south before ultimately discharging into Brookshire Creek. Ponds 6, 4, 3, and 1 are included in the construction plans titled "Sunterra Lakes Phase 1 Mass Grading and Detention Facilities" that was approved by the District under Permit No. 2024-103 on October 28, 2024. Additionally, the drainage impact assessment (DIA) for Sunterra Lakes Phase 1 development has been reviewed and



Mr. Arnold England, President

November 16, 2024

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accepted by the District on July 15, 2024. The drainage and detention components outlined in the plans for the Development are in accordance with the DIA.

DFMA:

The referenced detention facilities are included in an executed Detention Facilities Maintenance Agreement (DFMA) with the District.

Technical Review:

Based on our review of the final plat and final drainage plans (plans), the permit application generally complies with the District's Rules and Regulations (R&R); we interpose no objection and recommend its approval by the District's Board of Supervisors.

Please note that this recommendation does not necessarily mean that the proposed design and all the calculations provided in the accompanying documentation have been completely checked and verified. Omissions in this review do not relieve the Development from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plat and plans submitted have been prepared, dated, signed, and sealed by a Professional Land Surveyor and Professional Engineer, respectively, who are licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed Development shall be constructed per the District's approved plans and in conformance with the District's R&R.

For the Applicant:

Please be advised that in an effort to comply with the District's policy to maintain zero net increase in stormwater runoff rates and to ensure that no adverse impacts are attributable to the proposed Development, the Owner shall implement temporary drainage and detention facilities as necessary during construction of the Development to avoid adverse impacts on neighboring properties or downstream facilities. It is recommended all permanent drainage and detention facilities be constructed and functional prior to construction of the impervious improvements associated with the scope of the Development.

At least two business days prior to starting construction of the Detention Facilities and Drainage Infrastructure, the Developer's contractor shall notify the District's General Manager in writing. The Pre-Construction Notification form can be found on the District's website under Permit Application and Engineering Documents (<https://www.bkdd.dst.tx.us/page/BKDD.Home>).



Mr. Arnold England, President

November 16, 2024

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The applicant shall not use this letter to commence any construction activities prior to receiving all **approved permits** from the governing entities with jurisdiction.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Michael H. McCarthy, PE

MHM/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1036-01.005 Sunterra Lakes Street Dedication Section 1/2.0 - Letters/Sunterra Lakes Street Ded Sec 1 Final Plat Approval Ltr_111624.docx

cc: Mr. Brian Stidham – Astro Sunterra West, LP via email bstidham@starwoodland.com
Mr. Christian Walker, PE – Quiddity Engineering via email chwalker@quiddity.com
Mr. Ross McCall, PE – Waller County Engineer via email engineering@wallercounty.us
Mr. Andrew Johnson, III – Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com



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Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

November 16, 2024

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Reference: Woods Crossing Venture, LLC
Woods Crossing – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 00682
Permit No. – N/A
Quiddity Job No. R0002-1020-01.068

Dear Mr. England:

The Brookshire-Katy Drainage District (District) received a permit application as follows:

Applicant: IDS Engineering Group

Permit Type: Tract Development with Platting – Preliminary Plat and Preliminary Drainage Plan

Location: East of Woods Road, south of I-10, west of Jordan Ranch Blvd. and north of the Tamarron development

Survey: H. & T.C.R.R. Co. Survey, Section 75, A-155, Waller County, Texas

Technical Review: Based on our review of the Preliminary Plat of Woods Crossing, the permit application generally complies with the District's Rules and Regulations; we interpose no objection and recommend its acceptance by the District's Board of Supervisors.

It is to be understood that the **acceptance of the Preliminary Plat** by the District's Board of Supervisors does not constitute official acceptance of the proposed development by the District but does constitute an authorization to begin and proceed with the preparation of the Final Drainage Plans and Final Plat.

The applicant shall not use this Preliminary approval to commence any construction activities until the Final Drainage Plans and Final Plat have been **approved and accepted** in official actions by the District and from any governing entity with jurisdiction.

For the Applicant: The applicant's next step is to submit **two** separate applications: **one for the Final Plat**, outlining the development's layout and design, and **another for the Final Drainage Plans**, including construction plans and drainage calculations. Both applications should include all necessary engineering information and documents for a thorough and comprehensive review.



Mr. Arnold England, President

November 16, 2024

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DFMA: If proposing detention facilities, the proposed development will require a Detention Facilities Maintenance Agreement (DFMA) with the District. The submittal of the DFMA shall include all required information/documents for review and coordination with the District's Legal Counsel.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

Michael H. McCarthy, PE

MHM/kdm

[https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1020-01.068 Woods Crossing_00682/2.0 - Letters/Woods Crossing PP Approval Ltr 111624.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1020-01.068%20Woods%20Crossing_00682/2.0%20Letters/Woods%20Crossing%20PP%20Approval%20Ltr%20111624.docx)

cc: Mr. John Herzog, PE - IDS Engineering Group via email jherzog@idseg.com
Mr. Ross McCall, PE - Waller County Engineer via email engineering@wallercounty.us
Mr. Andrew Johnson, III - Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com



QUIDDITY

2322 W Grand Parkway North, Suite 150
Katy, Texas 77449
Tel: 832.913.4000
www.quiddity.com

November 5, 2024

Mr. Arnold England, President
Brookshire-Katy Drainage District
PO Box 608
Brookshire, Texas 77423

Re: Professional Engineering Services for Brookshire-Katy Drainage District
Neuman Easement Low Water Crossings (Project)

Dear Mr. England:

This proposal is submitted pursuant to and in accordance with that certain Professional Services Agreement (PSA) dated 01/09/2023 by and between Quiddity Engineering, LLC (ENGINEER) and Brookshire-Katy Drainage District (DISTRICT).

PROJECT UNDERSTANDING

Quiddity understands that the DISTRICT intends to construct two (2) low water crossings within Bell Bottom Creek to provide access for the DISTRICT and the property owner. The Project is located within Waller County.

The proposed scope of work for the Project includes the following:

- A topographical survey
- A geotechnical investigation
- An environmental assessment
- An engineering design
- Construction of two (2) 8 in. thick concrete crossings
- Construction of 5 in. thick concrete slope paving along the bottom and sides of the creek, and adjacent to the crossings
- Construction of channel improvements to widen Bell Bottom Creek to ultimate right-of-way extents at the crossing locations
- Construction of site clearing, grubbing, grading, and restoration

ENGINEER SCOPE OF SERVICES

Basic Services

- Design Phase Services
 - Provide project management during the design phase including managing project scope, schedule, cost, quality, staff resources, sub-consultants, project integration, and communication with the client.
 - Coordination of a geotechnical investigation.
 - Coordination of an environmental assessment.
 - Perform design calculations as needed for the proposed project.
 - Preparation of construction drawings. The construction drawings will utilize Engineer standards and details where agencies with jurisdiction (i.e. Waller County) details are not required.
 - Preparation of a 100% design submittal, including signed and sealed technical specifications and construction drawings.



QUIDDITY

Mr. Arnold England, President

Page 2

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- Preparation of an Association for Advancement of Cost Engineering (AACE) Class II Engineer's Opinion of Probable Construction Cost (EOPCC) prior to bidding. The EOPCC will serve as the Final Estimated Construction Cost (FECC) as defined in the Agreement.
- Preparation of a bid form.
- Incorporation of the ENGINEER's or the Client's Attorney's standard front-end bidding documents (Instructions to Bidders, Agreement, General and Special Conditions, etc.) with the technical specifications and construction drawings to create the Client's bidding documents. The ENGINEER will provide bidding documents to Client and Client's Attorney for approval prior to bidding and the Client is responsible for determining the completeness and accuracy of the documents.
- Bid Phase Services - Provide services for a single bidding event including:
 - Provide project management during the bid phase including managing project scope, schedule, cost, quality, staff resources, sub-consultants, and communications with the Client.
 - Arrange advertisement of the project in a local newspaper as a reimbursable expense.
 - Post the bidding documents online via Civcast USA for review by prospective bidders as a reimbursable expense.
 - Prepare addenda to respond to questions to be distributed online via Civcast USA.
 - Facilitate a pre-bid meeting conference call and a bid opening.
 - Prepare a bid tabulation and Recommendation of Award.
 - Collect all addenda and incorporate such information into the drawings and technical specifications to create conformed documents for construction.
 - Engineer will review the bonds and insurance for completeness, but we recommend the Client engage its legal counsel or a knowledgeable construction insurance expert for this service.
- Construction Phase Services – Provide construction contract administration in accordance with Exhibit A of the PSA for a duration not to exceed ten (10) consecutive weeks from the date of Notice to Proceed to the contractor including:
 - Perform construction contract administration as defined in the basic services of the PSA.
 - Provide project management during the construction phase including managing project scope, schedule, cost, quality, staff resources, sub-consultants, and communication with the client.
 - Provide up to three (3) reviews, including second reviews when deemed necessary by the Engineer, of contractor submittals for compliance with Engineer's design to complete the submittal review process.
 - Review up to five (5) Requests for Information (RFIs) from the contractor and provide written responses.
 - Review up to two (2) change order requests from contractor and preparation of contract documents.



QUIDDITY

Mr. Arnold England, President

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Additional Services

- Field Project Representation
 - Assist Client in work observation as described in the Exhibit B-1 of the PSA (Work Observation: Level I (Periodic Part-Time Representation for Major Activities)); Provide a field project representative (FPR) up to 15 hours per week on average, including travel time, during active construction, for up to 10 consecutive weeks to observe construction activities and report on compliance, with respect to accepted construction methods and the contract documents, using Kahua, a web-based document management system. In addition to the FPR time in the field, the construction manager and members of the design team will be reviewing and discussing field progress with the contractor either on site or through a web-based program to observe status photos from the FPR.
 - Perform up to four (4) field visits by a member of the design team to observe construction progress and observe the construction for conformity to contract documents.
 - Additional inspection, if required, will be performed on an hourly basis.
 - Field visits by the engineering team to observe construction progress and observe the construction for conformity to construction documents.
- Miscellaneous Services
 - Geotechnical Investigation – Quiddity will engage geotechnical services to scope and provide a proposal for services. A geotechnical investigation is warranted to provide guidance on design to establish slope stability and recommendation on pavement design.
 - Environmental Assessment – Quiddity will engage environmental services to scope and provide a proposal for services. An environmental investigation is warranted to provide required USACE permitting due to work being performed in potential Waters of the US.
 - Survey Services – A topographic survey of the Project area existing conditions will be performed.
 - During the construction phase, prepare record drawings based on the Contractor's as-built drawings.
 - A storm water pollution prevention plan shall be required. The Contractor will be responsible for preparation, submittal, and implementation of Notice of Intent (NOI), Notice of Termination (NOT), and storm water pollution prevention plan (SWPPP), including installation and maintenance of any onsite notifications, for the proposed construction site in accordance with TXR150000 Construction General Permit and TPDES regulations. The Contractor will be the primary operator and the Client and/or the Client's Operator will be the secondary operator.
 - During the construction phase, attendance of up to twelve (12) progress and coordination meetings by the construction manager, field project representative, and up to two (2) members of the design team with the Client.
- Construction Materials Testing
 - Construction materials testing for concrete and backfill density on work performed by the Contractor will be performed by a third party and included as a requirement expense. The Contractor will be responsible for payment of these costs and coordinating the required testing.
- Reimbursable Expenses
 - Reproduction expenses, plan review fees, advertising fees, delivery fees, title report fees, other project expenses, and other services not performed by Engineer.
 - Any material expenses incurred as part of this project including reproduction expenses, shipping, printing services, advertisements, and other services not performed by the Engineer



QUIDDITY

Mr. Arnold England, President

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COMPENSATION

Design Phase (Hourly Rates)	\$17,000
Bid Phase (Hourly Rates)	\$10,000
Construction Phase (Hourly Rates)	\$7,200
Additional Services:	
a. Field Project Representation	\$15,750
b. Miscellaneous Services	
i. Geotechnical Investigation (Cost Plus 10%)*	\$7,500
ii. Environmental Assessment (Cost Plus 10%)*	\$10,000
iii. Survey Services	\$8,000
iv. Record Drawings	\$4,000
v. Closeout	\$2,000
c. Construction Materials Testing (Cost Plus 10%)*	\$10,000
d. Reimbursable Expenses (Cost Plus 10%)	\$5,000
Total:	\$96,450

*Geotechnical, environmental, and materials testing services will be provided by proposal. This cost is an estimate only, and will be updated per proposals for each service.

The current Class 3 Engineer's Opinion of Probable Construction Cost (EOPCC) is \$207,000.00 which includes 25% contingencies.

- List of Deliverables
 - One (1) digital (PDF) copy of bid set drawings, technical specifications, and bidding documents.
 - One (1) digital (PDF) copy of the completed geotechnical report.
 - Two (2) original sets of conformed contract documents printed on bond paper (1 for Client's Attorney, and 1 for Contractor).
 - Digital copies (PDFs) of addenda.
 - One (1) digital (PDF) copy of the Engineer's Recommendation of Award.
 - One (1) digital (PDF) copy of the Contractor's Notice to Proceed.
 - One (1) digital (PDF) copy of conformed contract documents.
 - One (1) digital (PDF) copy of Certificate of Substantial Completion.
 - Two (2) original sets of the Certificate of Substantial Completion (1 for Client's Attorney, and 1 for Contractor).
 - One (1) digital (PDF) copy of Contractor punch list.
 - One (1) digital (PDF) copy of record drawings.
- Supplemental Services – These services are not included in this fee proposal, but the Client may want or need these during the project. These services can be performed for an additional fee.
 - Provide environmental permitting, mitigation, or remediation services if determined to be needed following the environmental assessment.
 - Redesign of any portion of the scope noted above to accommodate changes requested from the District following the date of authorization



QUIDDITY

Mr. Arnold England, President

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11/5/24

- Provide bid phase services to re-bid the project.
- Provide services if additional or extended services are made necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; prolongation of construction contract time beyond the calendar days noted in the project schedule, acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency.
- Attend witnessed factory testing of equipment.
- Assistance with post-construction warranty work.
- Coordinate and/or attend an 11-month warranty inspection with the Contractor.

Quiddity requests the Board's authorization to provide engineering services in the total amount of \$96,450, including \$35,500 estimated for geotechnical, environmental, materials testing, and survey services per the estimated fees above.



Mr. Arnold England, President

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SCHEDULE

Design	60	calendar days
Agency Reviews and Approvals**	60	calendar days
Bidding & Contracts	60	calendar days
Construction Phase***	70	calendar days
TOTAL DURATION	250	calendar days

*If authorized, the effective start date is ten calendar days from the date of authorization. An updated schedule will be provided before the effective start date.

**Assumes that a USACE Nationwide Permit (NWP) will be suitable for this project. The review period for a USACE Pre-Construction Notification (PCN) typically ranges from 45 to 60 days. If a Nationwide Permit is deemed inapplicable, an Individual Permit may be required, which could extend the review period to over six months.

***The construction phase duration is an estimated duration. The contract documents will allow the contractor to submit their anticipated substantial completion period, possibly resulting in different completion period than assumed. Quiddity fees are based on a contract duration estimated to be 250 days.

SPECIAL CONSIDERATIONS

This proposal is based on the following special considerations:

1. This proposal shall be subject to the General Conditions of our Professional Services Agreement (PSA) dated January 9, 2023.
2. The DISTRICT shall authorize the signing of this proposal for services for the ENGINEER to proceed with the work unless stated otherwise in this proposal. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
3. Services performed by the ENGINEER under this proposal will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions.
4. Any review, publication, submittal, or permit fees associated with the project shall be paid by the DISTRICT, or if paid by ENGINEER, shall be considered as a reimbursable expense, to be billed at cost plus 10% and are not included in any lump sum or not-to-exceed fees proposed. Review fees will be based on the fees in place at the time of submittal.
5. Hourly Services shall be provided in accordance with the PSA Schedule of Hourly Rates. These schedules are subject to revision on January 1 of each year, subject to agreement by both parties.
6. Reimbursable expenses, including outside services not performed by ENGINEER shall be provided in accordance with the PSA Schedule of Reimbursable Expenses. These services typically include deed research, reproduction, and deliveries. These schedules are subject to revision on January 1 of each year, subject to agreement by both parties.
7. Fees do not include sales taxes that may be imposed. The DISTRICT is exempt from paying sales tax.
8. This proposal shall be valid for **sixty days** from this date and may be extended upon approval by this office.



Mr. Arnold England, President

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9. Market conditions for construction pricing has been volatile due to, but not limited to, labor shortages, material shortages, and supply chain disruptions since the start of the pandemic and are experiencing added strain due to recent and ongoing global conflicts. The U.S. Bureau of Labor Statistics Consumer Index has reported an overall inflation of 3.5% over the last 12 months. The unknown decisions of federal government monetary policy, in connection with the events noted above, may increase or decrease the current inflation rates.
10. Neither the Engineer nor the Client have any control over the cost of labor, materials, or equipment, construction contractors, their means and methods, their methods of developing pricing, or over the cost of competitive bidding, market, or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that the bids or negotiated prices will not vary from the project budget or from any estimate of the project cost prepared by the Engineer.
11. Reimbursable expenses including outside services not performed by the Engineer shall be provided in accordance with the Engineer's Schedule of Reimbursable Expenses. This schedule is subject to revision each year. These services typically include deed research, reproduction, mailings, and deliveries.
12. Services requested by the Client that are outside the scope of this proposal will be performed for additional compensation under a separate work authorization.

**QUIDDITY**

Mr. Arnold England, President

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AUTHORIZATION

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. The proposed fees shall be considered in their entirety for the scope of services. Should the Client wish to contract with Engineer for only a portion of the work, Engineer reserves the right to negotiate individual scope items on their own merits. This proposal shall be valid for sixty (60) days from this date and may be extended upon written approval by the Engineer.

Proposal Prepared By:

Connor L. Houghton

Name

Project Engineer

Title

11/21/2024

Date

Proposal Approved By:

Name

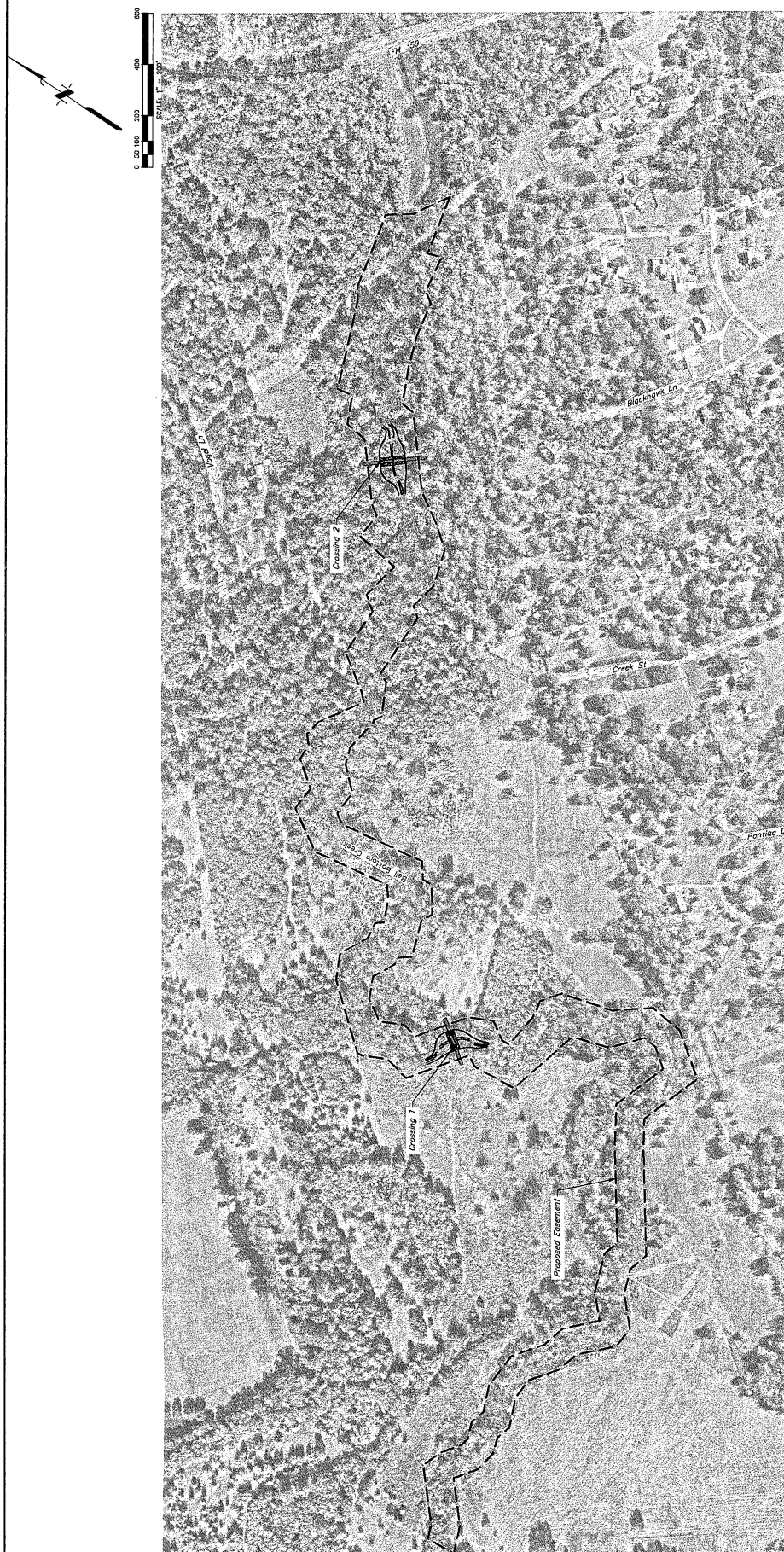
Title

Date

Attest:

Name

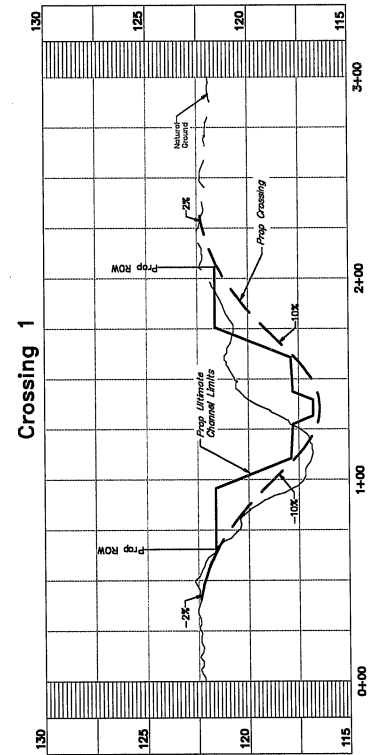
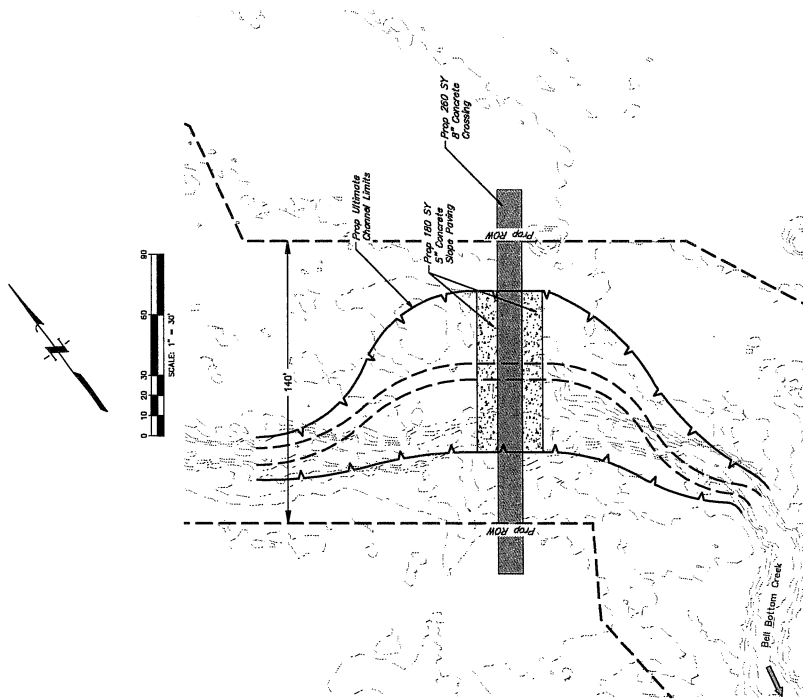
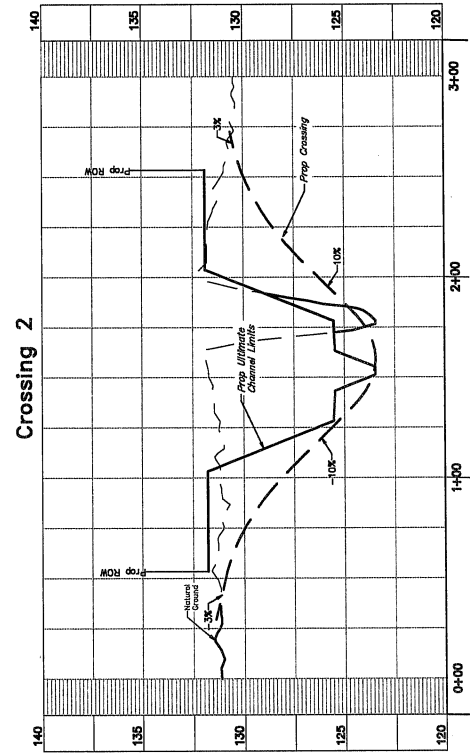
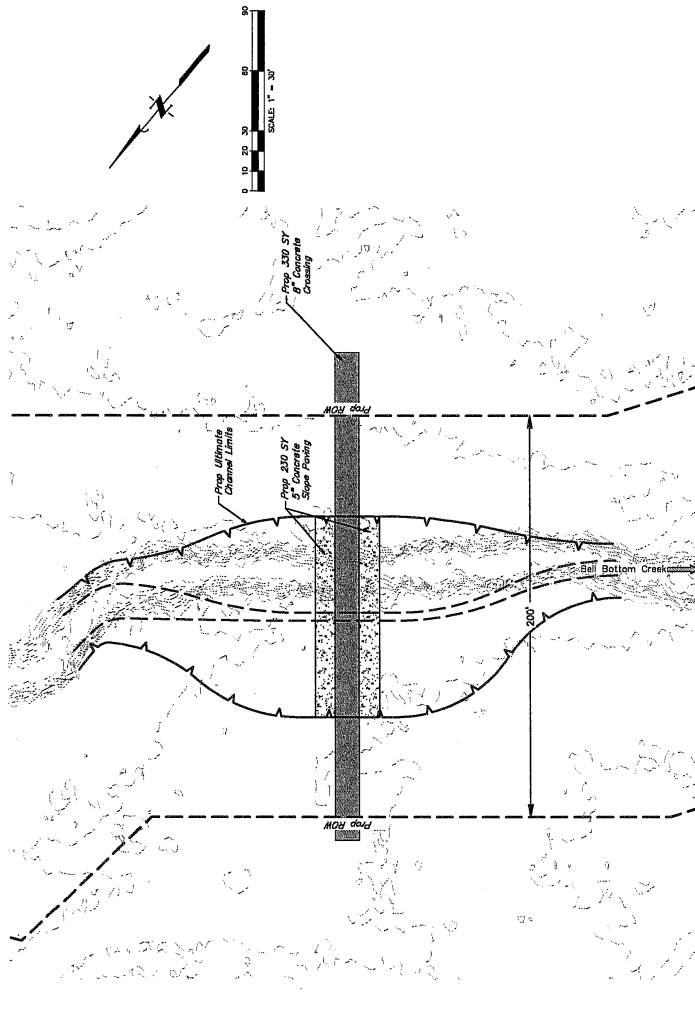
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QUIDDITY
Trusts Board of Professional Services and Local Services Inc. No. 4-20285

**BELL BOTTOM CREEK
OVERALL LAYOUT**

FILE NO: _____	DATE: JULY 2024	SCALE: 1:200H	SHEET No. 1 OF 2
JOB NO: _____	DGN BY: GVR	DWG. BY: CLH	



QUIDDITY

**BELL BOTTOM CREEK LOW
WATER CROSSING 1 & 2**

FILE NO: _____
JOB NO: _____
DATE: JULY 2024
DOL BT: GVR
DWG. BT: CLH
SCALE: 1:3V
1:30H
SHEET No. 2 OF 2

PRELIMINARY CONSTRUCTION COST ESTIMATE: BELL BOTTOM CREEK ROAD CROSSING
EDDIE NEUMAN PROPERTY
ROAD CROSSING AND CHANNEL GRADING
November 6, 2024

Item No.	Description	Unit	Quantity	Unit Price	Cost
LOW WATER CROSSINGS					
1.	5" Concrete Slope Paving	S.Y.	410	\$ 115.00	\$ 48,000
2.	Excavation	C.Y.	5360	\$ 2.50	\$ 14,000
3.	Spread and Compact Fill	C.Y.	5360	\$ 2.50	\$ 14,000
4.	8" Concrete Pavement	S.Y.	590	\$ 90.00	\$ 54,000
Low Water Crossings Subtotal					\$ 130,000
MISCELLANEOUS					
1.	Hydromulch	A.C.	1	\$ 2,000.00	\$ 2,000
2.	Construction Staking	L.S.	1	\$ 8,000.00	\$ 8,000
3.	SWPPP	L.S.	1	\$ 10,000.00	\$ 10,000
4.	Site Restoration	L.S.	1	\$ 5,000.00	\$ 5,000
5.	Clearing and Grubbing	A.C.	2	\$ 5,000.00	\$ 10,000
Miscellaneous Subtotal					\$ 35,000
Subtotal					\$ 165,000
Contingency (25%)⁽⁴⁾					\$ 42,000
PRELIMINARY CONSTRUCTION COST:					\$ 207,000

This Document is Released for the Purpose of:

General Financial Planning

Under the Authority of:

Engineer: Connor L. Houghton, P.E.

License No.: 144190

This document is preliminary in nature and generated without the benefit of a detailed design, drainage study, geotechnical investigation, or topographic survey. Estimates are not to be considered all-inclusive and are subject to change based on market conditions.

Notes:

- (1) Quantities are for preliminary cost estimate purposed only and are not based on a final design.
- (2) Unit prices were derived from evaluating competitive bids in the project area. Unit prices are subject to change based on market conditions.
- (3) All totals have been rounded to the nearest \$1,000.
- (4) Contingencies include a 25% cost for additional, unseen, and future costs from time of proposal.
- (5) This estimate represents my best judgment as a design professional familiar with the construction industry. Quiddity has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.



Texas Board of Professional Engineers Registration No. F-23290