

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

August 6, 2025

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 6th day of August, 2025, 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. Director Beckendorff attended the meeting via teleconference.

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"); Andrew P. Johnson, III, and William Petrov, attorneys, and Mirna Croon, paralegal, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney"); and Bill Blitch of Blitch Associates Inc.

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
NOBLE BUILDING & DEVELOPMENT'S REQUEST FOR CHANGE ORDER ("RFC") NO. 02

Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved RFC No. 2 in the amount of \$59,343.60, a copy of which is attached hereto as Exhibit "A".

Agenda Item No. 5
CONTRACT BETWEEN BROOKSHIRE-KATY DRAINAGE DISTRICT AND BLITCH ASSOCIATES, INC. FOR FINANCIAL ADVISORY SERVICES ("CONTRACT")

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the Contract, a copy of which is attached hereto as Exhibit "B".

DISCUSS AND TAKE POSSIBLE ACTION ON FUTURE FUNDING FOR CAPITAL IMPROVEMENT PROJECTS

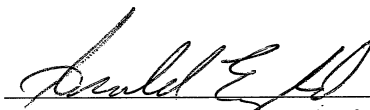
Mr. Blitch reviewed a preliminary analysis examining how to fund capital improvement projects using either tax revenue, potential bond funds, or a combination of both. No action was taken.

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 9:36 a.m.

[EXECUTION PAGE FOLLOWS]

SIGNED this 8th day of September 2025.


President, Board of Supervisors

ATTEST:


Secretary, Board of Supervisors



Exhibit	Description
Exhibit "A"	NOBLE BUILDING & DEVELOPMENT'S REQUEST FOR CHANGE ORDER NO. 02
Exhibit "B"	CONTRACT BETWEEN BROOKSHIRE-KATY DRAINAGE DISTRICT AND BLITCH ASSOCIATFS, INC. FOR FINANCIAL ADVISORY SERVICES

Noble Building & Development, LLC

7 Ketchum
 Angleton, Tx 77515
 Phone: (979) 549-0716
 Fax: (979) 849-5617

Request for Change Order

To: Brookshire-Katy Drainage Dist
 1111 Kenney Street
 Brookshire, TX 77423
 Project: BKDD Admin Building

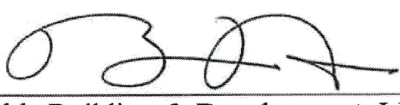
RFC No: 02
 Date: 7/29/2025
 Description: Reduce Contract Amt - CED Inv.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

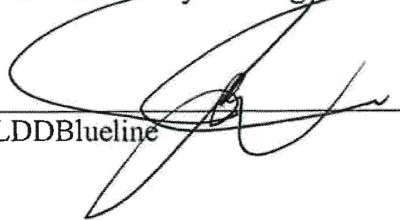
Upon approval the sum of \$-59,343.60 will be added to the contract price.

Original Contract	\$2,286,000.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$2,286,000.00
This Request	\$-59,343.60
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$2,226,656.40

Along with this change to the Contract amount, please add 0 days to the construction schedule.

Authorized Signature:  Date: 7/29/2025
 Noble Building & Development, LLC

Authorized Signature: _____ Date: _____
 Brookshire-Katy Drainage Dist

Authorized Signature:  Date: 7/29/25
 LDDBlueline

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is made and entered into by and between Consolidated Electrical Distributors, Inc. ("CED") and Berkshire Hathaway Specialty Insurance Company ("Surety") (collectively CED and Surety are referred to herein as the "Parties" and may be referred to herein singularly as a "Party").

RECITAL

WHEREAS, Commercial Construction & Maintenance, Inc. ("CC&M") is the general contractor for the construction and improvement of the Brookshire Katy Drainage District Admin Building ("Construction Project")

WHEREAS, as principal, CC&M requested, and Surety issued, a statutory payment bond on the Construction Project under Bond No. 47-SUR-300272-01-0005 ("Payment Bond").

WHEREAS, CED provided various electrical materials and supplies to the Construction Project. The balance for the materials and supplies provided remains unpaid.

WHEREAS, CED submitted a claim on the Payment Bond under Chapter 2253 of the Texas Government Code in the amount of **\$59,343.60 ("Claim")**

Whereas, CED filed a lawsuit to enforce the Claim on the Payment Bond in the County Court at Law No. 2 of Waller County, Texas under Cause No. CV25-06-0163 (the "Lawsuit").

IN CONSIDERATION OF THE FOREGOING, and for the mutual covenants and agreements set forth in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals

The Parties acknowledge the foregoing recitals and hereby incorporate same here.

2. Final Payment to CED

Within five (5) business days of the execution of this Agreement, Surety shall pay, and CED shall accept, a payment in the sum of **\$59,343.60 ("Settlement Payment")**. The Settlement payment shall be made via wire transfer in accordance with the ACH/Banking information provided in **Exhibit A** to this Settlement Agreement.

CED agrees that this Final Payment fully and completely satisfies and pays CED for the any and all labor or materials CED provided for the Construction Project.

3. CED Releases Surety and CC&M

In consideration of the mutual covenants and agreements contained herein, and upon the execution and delivery of this Settlement Agreement by the Parties, CED hereby RELEASES, ACQUITS, and FOREVER DISCHARGES Surety and CC&M from any and all claims, actions, and causes of action which CED has or may have against Surety and/or CC&M arising out of, concerning, or relating to the Claim and/or any and all labor or materials CED provided for the Construction Project to date.

The Foregoing Release is conditioned on (1) the full execution of this Agreement by the Parties and (2) the satisfaction of Surety's payment obligation of the Settlement Payment in accordance with Section 2.

4. Dismissal of the Lawsuit

Within five (5) days of the receipt of the Settlement Payment in accordance with Section 2, CED shall file into the Lawsuit a Motion to Dismiss with Prejudice.

5. Delivery of Stored Materials

Within five (5) days of the receipt of the Settlement Payment in accordance with Section 2, Surety shall direct CED where, and to whom, to deliver the specially fabricated materials being held by CED. CED shall then deliver the specially fabricated materials being stored pursuant to Surety's direction as soon as reasonable.

6. Modifications

This Settlement Agreement may not be amended, canceled, revoked, or otherwise modified except by a written agreement signed by both of the Parties.

7. Waiver

No waiver of any obligation or breach of any term or provision of this Settlement Agreement shall be binding unless in writing and signed by the Party waiving the obligation or breach of this Settlement Agreement.

8. Mutually Drafted Agreement

The Parties agree that the Parties cooperated in the drafting and preparation of this Settlement Agreement and as a result, in the event that any court, arbitrator, or other authority should be required to interpret or enforce this Settlement Agreement, the Settlement Agreement shall not be construed against any Party on the basis that said Party was the drafter.

9. Severability

If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

10. Counterparts

This Settlement Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original for all purposes.

11. Miscellaneous

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective related business entities, heirs, predecessors, successors, affiliates, subsidiaries, parent companies, agents, managing agents or officers, insurers, representatives, and attorneys.

The Parties agree that the statements contained herein are not mere recitals but are contractual.

This Settlement Agreement shall become effective upon the signature of all Parties being affixed to this Settlement Agreement and then circulated to all Parties.

The headings utilized in this Settlement Agreement are for purposes of convenience and reference only, and shall not be used to construe, modify, alter, or supplement the language following such headings and to the extent there is any conflict between such headings and the language following such headings, the language following such headings shall control.

12. Entire Agreement

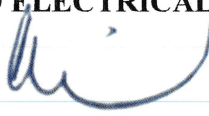
This Settlement Agreement constitutes the entire agreement between and among the Parties with respect to the matters detailed herein and supersedes all prior and contemporaneous agreements, representations, warranties, and understandings of the Parties, whether oral, written, or implied, as to the matters detailed herein.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed on the last day set forth below.

[Signatures Intentionally Appear on the Subsequent Pages]

SIGNATURE PAGE

CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

Signature:  _____

Print Name: CINDY WILSON

Title: DCM

Date: 7/8/25

BERKSHIRE HATHAWAY SPECIALTY INSURANCE CO.

Signature:  _____

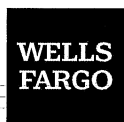
Print Name: Sara Corbello

Title: Surety Claims Manager

Date: July 9, 2025

Exhibit “A”

“Exhibit A”



January 25, 2024

CONSOLIDATED ELECTRICAL DISTRIBUTORS INC
CONSOLIDATED ELECTRICAL DISTRIBUTORS, I
1920 WESTRIDGE DR
IRVING TX 75038-2901

Customer account verification request

Dear Kimberly Barnes:

This letter is to confirm the information we have on file for CONSOLIDATED ELECTRICAL DISTRIBUTORS INC
CONSOLIDATED ELECTRICAL DISTRIBUTORS, I as of January 25, 2024.

- Account number: 4137940540
- Account type: Checking
- ACH routing number: 121000248
- Wire routing number: 121000248
- SWIFT/BIC code: WFBIUS6S
- Bank name and address: Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104

Questions

If you have questions, please contact me at ana.lentini@wellsfargo.com or 704-444-6086, Monday through Friday, 07:00 a.m. to 4:00 p.m. Eastern Time.

Thank you. We appreciate your business.

Sincerely,

Ana Lentini

Ana Lentini
Dedicated Client Service Officer
Global Treasury Management Service

Important notice

This letter is provided to the above referenced customer at their request. Wells Fargo Bank, N.A. ("Wells Fargo", "we", "us") does not represent and warrant that the information provided is complete or accurate, and any errors or omissions in the information shall not be a basis for a claim against us. The information may not disclose the entire relationship between the customer and Wells Fargo. The information is subject to change without notice. This letter does not constitute a guarantee or other credit support of any nature, nor do we accept any duty, responsibility, liability, or obligation to any party that may arise from providing this letter, including any reliance upon the information or for any loss or damage that may result. The customer agrees to indemnify, defend, and hold Wells Fargo harmless from and against any claim resulting from the disclosure and use of the information.

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CONTRACT FOR FINANCIAL ADVISORY SERVICES

Brookshire-Katy Drainage District
1111 Kenney Street
Brookshire, Texas

This Contract for Financial Advisory Services (the "Contract") between Blitch Associates, Inc. ("Blitch"), located at 11111 Katy Freeway, Suite 820, Houston, TX 77079-2118 and Brookshire-Katy Drainage District (the "District"), 1111 Kenney Street, Brookshire, Texas 77423, shall become effective as of the date of its acceptance as provided below.

Scope of Financial Advisory Activities to be Performed

The District has authorized or contemplates authorization of the sale of bonds, notes or other financial transactions (herein, "bonds") or the acquisition of grants in amounts to be determined for the purpose of providing funds for the acquisition, construction or renovation of drainage and flood control improvements or other associated facilities and the cost of services related to the issuance of such bonds. In connection therewith, Blitch will perform the following services:

1. To review revenues from the operation of the District in order to devise a plan of financing, a maturity schedule for each issue of bonds, options of prior payment and other such matters of a financial nature, all in order to issue bonds under terms and conditions most advantageous to the District consistent with a minimum effective interest rate.
2. To have a representative available at appropriate meetings or at other public hearings in connection with the authorization, issuance or approval of the District's bonds.
3. Advise the District of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence bids and interest rates and to recommend a sale date and bidding conditions.
4. Prepare and submit to the District's Board of Supervisors (the "Board") the District's Official Statement, Official Notice of Sale and Official Bid Form (the "Official Documents"), containing information and data ordinarily found in such documents and to arrange for the publication and distribution of the Official Documents. Unless the sale does not require Official Documents, such Official Documents shall be submitted by Blitch to the Board for its approval, which approval must be received prior to the sale of any issue of bonds.
5. If appropriate, prepare and process applications to municipal bond insurers guaranteeing the timely payment of principal and interest on District bonds and/or to national rating services for municipal bond ratings, the fees and relating travel expenses for which are to be paid by the District.

Term and Termination of Contract

The commencement date of the Contract is the date of its acceptance by the District, with no fixed termination date. The Contract may be terminated by either party at any time upon the delivery of thirty days' written notice to that effect to the other party.

Compensation and Out-of-Pocket Expenses

The District, in consideration of the services to be performed by Blich, will pay a fee to be computed as follows on each installment of bonds issued by the District:

Up to \$3,000,000	2.00% of the par amount issued
\$3,000,000 to \$5,000,000	\$60,000 plus 1.50% of the par amount issued over \$3,000,000
Over \$5,000,000	\$90,000 plus 1.00% of the par amount issued over \$5,000,000

The District, however, in consideration of financial advisory services to be performed by Blich with respect to the negotiated sale of any issue of refunding bonds will pay a fee on each installment of such refunding bonds issued by the District of 1.00% of the par amount issued.

Such fee shall become due and payable as soon as practicable after delivery of the bonds to the underwriter.

Subject, however, to the condition that should the bonds and/or grants be sold and received through a Federal program which disallows financial advisor's fees, the services will be performed by Blich as an hourly basis as more fully described below.

The District will pay the costs of compiling, printing and distribution of the Official Documents; the cost of printing and delivery of the bonds; the fees of Bond Counsel and special securities counsel, if retained; and transportation costs incurred by Blich directly related to issuance of debt.

At the request of the District, Blich will, from time to time, (a) advise and provide assistance to the District and its consultants on the setting of rates and charges necessary to the District's efficient and prudent administration of its debt and operations; (b) prepare certain reports or appropriate sections thereof, to governmental or regulatory agencies on behalf of the District, and will assist other consultants in the preparation of their reports; and (c) prepare special financial analyses outside the scope of bond issuance. In consideration of such services, Blich may charge a fee of \$125.00 per hour, payable as incurred; **however if any particular task is to**

be undertaken by Blitch that might incur such hourly fee, Blitch shall seek the District's specific prior approval.

If Blitch is terminated, the District shall pay all bond-related expenses incurred by Blitch and paid to unaffiliated third parties upon presentation of such paid invoices.

Fiduciary Duty

Blitch Associates, Inc. is registered as a Municipal Advisor with the United States Securities and Exchange Commission (the "SEC") and the MSRB. As such, Blitch has a Fiduciary Duty to the District and must provide both a Duty of Care and a Duty of Loyalty that entails the following:

Duty of Care:

- a. exercise due care in performing its municipal advisory activities;
- b. possess the degree of knowledge and expertise needed to provide the District with informed advice;
- c. make a reasonable inquiry as to the facts that are relevant to the District's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the District; and
- d. undertake a reasonable investigation to determine that Blitch is not forming any recommendation on materially inaccurate or incomplete information; Blitch must have a reasonable basis for:
 - i. any advice provided to or on behalf of the District;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the District, any other party involved in the municipal securities transaction or municipal financial product, or investors in the District's securities; and
 - iii. any information provided to the District or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

Blitch must deal honestly and with the utmost good faith with the District and act in the District's best interests without regard to the financial or other interests of Blitch. Blitch will eliminate or provide full and fair disclosure (included herein) to the District about each material conflict of interest (as applicable). Blitch will not engage in municipal advisory activities with the District as a municipal entity if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the District's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

Milton Blitch currently works for Bob Leared Interests, Inc. ("BLI"), which provides tax collection services for water districts, for over 30 years. A number of clients of Blitch have employed BLI as tax assessor/collector under contract. In the event that a client of Blitch intends to consider employing a tax assessor/collector, Blitch will not be involved in the negotiations, but will provide factual data comparing all applicants if requested.

Additionally, several clients of Blitch have entered into contractual relationships with each other or are in process of entering such relationships. Other clients may enter into such relationships in the future. To the extent such negotiations confer advantages of one entity over the other, Blitch will not be involved in the negotiations, but will provide factual data regarding the financial impact to all parties if requested.

Except as indicated above, as of the date of the Contract, there are no actual or potential conflicts of interest that Blitch is aware of, after reasonable inquiry and reasonably anticipated, that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Blitch becomes aware of any potential conflict of interest that arise after this disclosure, Blitch will disclose the detailed information in writing to the District in a timely manner.

Blitch represents that in connection with the issuance of municipal securities, Blitch may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is due upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Blitch hereby discloses, that such transactional compensation may present a potential conflict of interest regarding Blitch's ability to provide unbiased advice to enter into such transaction. The fee arrangement creates an incentive for Blitch to recommend unnecessary financings or financings that are disadvantageous to the District, or to advise the District to increase the size of the issue. This potential conflict of interest will not impair Blitch's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.

Blitch's fees under this agreement may be based on hourly fees of Blitch's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for Blitch to recommend alternatives that would result in more hours worked. This conflict of interest will not impair Blitch's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.

Blitch's fees under this agreement, may be a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the District and Blitch of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Blitch. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Blitch may suffer a

loss. Thus, Blitch may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair Blitch's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the District.

Blitch serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Blitch client. For example, Blitch serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Blitch could potentially face a conflict of interest arising from these competing client interests. Blitch fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the District

The fee paid to Blitch increases the cost of investment to the District. The increased cost occurs from compensating Blitch for municipal advisory services provided.

Blitch does not act as principal in any of the transactions related to this Contract.

During the term of the municipal advisory relationship, this Contract will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this Contract and the revised writing will be promptly delivered to the District.

Blitch does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Blitch.

Blitch has not made any payments directly or indirectly to obtain or retain the District's municipal advisory business.

Blitch has not received any payments from third parties to enlist Blitch's recommendation to the District of its services, any municipal securities transaction or any municipal finance product.

Blitch has not engaged in any fee-splitting arrangements involving Blitch and any provider of investments or services to the District.

Blitch does not have any other engagement or relationship that could reasonably be anticipated to impair its ability to provide advice to the District in accordance with the standards of conduct for municipal advisors.

Blitch does not have any legal or disciplinary event that is material to the District's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

If during the Contract any material change occurs to the information provided throughout the Contract, Blitch will disclose the details in writing to the District in a timely manner.

Legal Events and Disciplinary History

Blitch does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The District may electronically access Blitch's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

If Blitch becomes involved in any reportable legal or disciplinary event, Blitch will disclose the detailed information in writing to the District in a timely manner.

Prohibition on Boycotting Israel

Blitch does hereby agree, confirm, and verify that it does not boycott Israel and will not boycott Israel during the term of this contract. "Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes."

Prohibition on Dealing with Iran, Sudan or Any Foreign Terrorist Organization

Blitch does hereby agree, confirm, and verify that it does not (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, and (ii) is not a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.157 of the Texas Government Code.

Prohibition on Discriminating Against Fossil-Fuel Companies

Blitch does hereby agree, confirm, and verify that it does not boycott energy companies and will not boycott energy companies during the term of this contract. "Discriminate Against Fossil-Fuel Companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating

business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Prohibiting on Discriminating Against Firearm Entities and Firearm Trade Associations

Blitch does hereby agree, confirm and verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract. "Discriminate Against Firearm Entities and Firearm Trade Associations" (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Recommendations

If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, Blitch will review all third party recommendations submitted to Blitch in writing by the District.

If Blitch makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the District and is within the scope of the engagement, Blitch will determine, based on the information obtained through reasonable diligence of Blitch whether a municipal securities transaction or municipal financial product is suitable for the District. In addition, for all recommendations, including third-party's that they reviewed, Blitch will inform the District of:

- a. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- b. the basis upon which Blitch reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the District; and
- c. whether Blitch has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the District's objectives.

If the District elects a course of action that is independent of or contrary to the advice provided by Blitch, Blitch is not required on that basis to disengage from the District.

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Blitch is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Record Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Blitch is required to maintain in writing, all communication and created documents between Blitch and the District for 5 years.

If there are any questions regarding the above, please do not hesitate to contact Blitch. If the foregoing terms meet with your approval, please indicate your acceptance by executing both copies of this letter and returning one copy.

In Witness Whereof, the parties hereto have caused the Contract to be signed in duplicate originals as shown below:

BLITCH ASSOCIATES, INC.

By: _____
Bill Blitch

Dated: _____

BROOKSHIRE-KATY DRAINAGE DISTRICT

By: _____
President, Board of Supervisors

ATTEST:

Secretary, Board of Supervisors
Dated: _____

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

August 11, 2025

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 11th day of August, 2025, 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, except Supervisor Welch, thus constituting a quorum. Director Chisum entered the meeting at 8:10 p.m., during the discussion of Agenda Item No. 6.

Also attending the meeting were Stan Kitman, General Manager of the District (via videoconference); Buddy Brand, Assistant General Manager of the District; Wendy Sidwell, District Administrator; Michael McCarthy, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); Andrew P. Johnson, III, and William Petrov, attorney, and Mirna Croon, paralegal, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney"); Bill Blitch of Blitch Associates Inc. and Dr. Jacquie Baly of BalyProjects.

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 JULY 14, 2025, REGULAR SESSION AND JULY 29, 2025 SPECIAL MEETING MINUTES

Upon motion by Supervisor Keeling, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved the minutes of the July 14, 2025, regular Board meeting; and the July 29, 2025, special Board meeting.

Agenda Item No. 5
ENGINEER'S REPORT

- a) Permit Application for Tract Development Without Platting for 563 Stonegate Drive/Office Warehouse ID: 00847; Permit No. 2025-15;

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A".

- b) Detention Facilities Maintenance Agreement Between Brookshire-Katy Drainage District and Torres Construction & Irrigation, LLC; ID: 01049 for 563 Stonegate Drive/Office Warehouse ("Agreement");

Mr. Petrov reviewed the Agreement.

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved (i) Permit Application No. 2025-15, as recommended by Quiddity; and (ii) the Agreement, as recommended by Johnson Petrov.

- c) Permit Application for Tract Development With Platting for Sunterra Legacy Shoppes – Final Drainage Plans ID: 00994, Final Plat ID: 00987, Permit No. 2025-54;

Upon motion by Supervisor Keeling, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application No. 2025-54, as recommended by Quiddity, a copy of which is attached hereto as Exhibit "A-1".

- d) Permit Application for Tract Development With Platting for 2 Story Duplex Building (Brookshire Gardens Estates) – Preliminary Plat ID: 00909;

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-2".

- e) Permit Application for Tract Development With Platting for Grange Section 11 – Preliminary Plat ID: 00969;

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-3".

- f) Permit Application for Tract Development With Platting for Grange Section 12 – Preliminary Plat ID: 00970;

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-4".

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application ID Nos. 00909, 00969, and 00970, as recommended by Quiddity.

- g) Permit Application for Utility, Pipeline, and Cable Crossings for 4-Acre Tract Sanitary Sewer Extension ID: 01045, Permit No. 2025-71;

Upon motion by Supervisor Keeling, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application No. 2025-71, as recommended by Quiddity, a copy of which is attached hereto as Exhibit "A-5".

Agenda Item No. 6

BLITCH ASSOCIATES, LLC UPDATE FOR FUTURE FUNDING ON CAPITAL IMPROVEMENT PROJECTS

Mr. Blitch presented a financial analysis examining how to fund capital improvement projects using either tax revenue, potential bond funds, or a combination of both. His presentation included estimates of the financial impact on average property owners under each funding scenario. Mr. Blitch also addressed questions from the Board and staff.

Agenda Item No. 7

BALYPROJECTS, LLC PUBLIC OUTREACH UPDATE FOR FUTURE FUNDING ON CAPITAL IMPROVEMENT PROJECTS

The President recognized Ms. Baly who shared her background with the Board regarding voter education efforts for bond propositions designed to finance specific community projects. She also outlined the methods that would be used to conduct such outreach activities and responded to questions from the Board and staff.

With no additional questions, Mr. Blitch and Ms. Baly departed the meeting.

Agenda Item No. 8

FINANCIAL REPORT

- A. Discuss and take action to pay bills. Ms. Sidwell presented to and reviewed with the Board the July 2025 bills.
- B. July 2025 Financial Report. She presented the Financial Report, 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 (i) payment of the July 2025 bills; and (ii) the Financial Report.

Agenda Item No. 9

GENERAL MANAGER'S REPORT

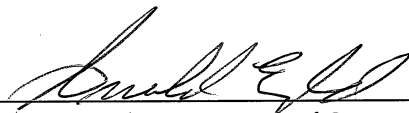
- A. General Manager's Report. Mr. Brand presented the General Manager's Report to the Board, a copy of which is attached hereto as Exhibit "C".
- B. Mustang CAT Service Invoice No. WORK1340517 for work performed on CAT 323 Excavator. Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board ratified the approval of Mustang CAT Service Invoice No. WORK1340517 in the amount of \$6,173.27.
- C. Shoppa's Farm Supply Work Order No. 310712. Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved Shoppa's Farm Supply Work Order No. 310712 not to exceed the amount of \$7,069.75.
- D. Inspector's Report and Enforcement Action Updates. Mr. Brand reviewed the Inspection Report.
- E. Discuss and take possible action on New Administration Building. Mr. Brand provided the Board with an update on their Administration Building construction contract with Noble Building & Development.

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 9:12 p.m.

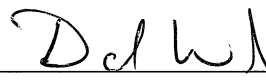
[EXECUTION PAGE FOLLOWS]

SIGNED this 8th day of September 2025.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors



Exhibit	Description
Exhibit "A"	Recommendation letter for Permit Application for Tract Development Without Platting for 563 Stonegate Drive/Office Warehouse (ID: 00847; Permit No. 2025-15)
Exhibit "A-1"	Recommendation letter for Permit Application for Tract Development With Platting for Sunterra Legacy Shoppes – Final Drainage Plans ID: 00994, Final Plat ID: 00987, Permit No. 2025-54
Exhibit "A-2"	Recommendation letter for Permit Application for Tract Development With Platting for 2 Story Duplex Building (Brookshire Gardens Estates) – Preliminary Plat (ID: 00909)
Exhibit "A-3"	Recommendation letter for Permit Application for Tract Development With Platting for Grange Section 11 – Preliminary Plat (ID: 00969)
Exhibit "A-4"	Recommendation letter for Permit Application for Tract Development With Platting for Grange Section 12 – Preliminary Plat (ID: 00970)
Exhibit "A-5"	Recommendation Letter for Permit Application for Utility, Pipeline and Cable Crossings for 4-Acre Tract Sanitary Sewer Extension ID: 01045, Permit No. 2025-71
Exhibit "B"	July 2025 Financial Report
Exhibit "C"	General Manager's Report



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August 6, 2025

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

Reference: Torres Construction & Irrigation LLC
563 Stonegate Drive / Office Warehouse – **Tract Development without Platting**
Application ID No. 00847
BKDD Permit No. 2025-15
Quiddity, Inc. Job No. R0002-1020-01.078

Dear Mr. England:

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

Applicant: Wolf Design & Permits

Permit Type: Tract Development without Platting – Final Drainage Plans

Location: 563 Stonegate Drive, Katy, Texas 77494

Previous Approvals: N/A

Description: The proposed 563 Stonegate Drive / Office Warehouse Development (Development) encompasses approximately 3.8 acres of land, of which 1.81 acres is to be used for commercial development. The tract currently includes partial construction of a truck parking lot that was included in the plans titled "Stonegate Business Center" and approved by the District on November 15, 2022 under Permit No. 2022-85. The Development proposes to construct one 7,500 square foot commercial building, concrete parking, utilities, and drainage and detention facilities. The Development has future plans to add a second commercial building to the property which will have allocated detention capacity in the proposed detention facilities. The second commercial building will be permitted separately to the Development and be required to submit plans to the District for review and approval.



Mr. Arnold England, President

August 6, 2025

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The drainage for the site is conveyed using swales, inlets, and underground storm sewer. The Development includes construction of a single dry-bottom detention basin. The detention basin includes 1.95 ac-ft of detention capacity with a detention storage rate of 0.98 ac-ft/ac. Additionally, the detention basin includes 3:1 side slopes, 35-ft maintenance berms, minimum 1-ft of freeboard, and a concrete pilot channel. The detention basin includes a gravity and pumped outfall. The outfall consists of a single 24-inch reinforced concrete pipe with a 6-inch restrictor along with an overflow spillway that connects to Stonegate Drive. The plans show the Development's total release rate in the 100-yr post developed condition is less than the calculated release rate from the site in the 100-yr pre-developed condition.

Additionally, the applicant provided an executed access and drainage agreement (Agreement) with correspondence from the Stonegate Business Park's engineer of record, Clay Partners. The Agreement states the existing Stonegate Drive drainage system and regional detention basin were designed to convey undeveloped flow from this tract. Thus, onsite detention must be provided to mitigate impacts due to an increase in runoff from new development on this tract, which has been provided for and described above.

DFMA:

The property owner has provided the executed Detention Facilities Maintenance Agreement (DFMA) to the District's legal counsel that includes the referenced detention facilities. The DFMA will be considered for Board approval under a separate agenda item at the August 11, 2025 District meeting.

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, the plans submitted have been prepared, dated, signed, and sealed by a Professional Engineer. They are licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.



Mr. Arnold England, President
August 6, 2025
Page 3

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>).

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 McCarthy, PE

MHM/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1020-01.078 563 Stonegate Drive - office warehouse_00847/2.0 - Letters/563 Stonegate Dr Ofc Warehouse TDWOP FDP Approval Ltr 073025.docx

cc: Torres Construction & Irrigation LLC via email torres6551@gmail.com

Mr. Hermes Lobo via email hlobo@wolfdesignspermits.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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August 6, 2025

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

Reference: Sunterra Legacy Shoppes, LP
Sunterra Legacy Shoppes – **Final Plat and Drainage Plans**
Application ID No. 00987 (FP) & 00994 (FDP)
Permit No. – 2025-54
Quiddity Job No. R0002-1020-01.085

Dear Mr. England:

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

Applicant: ALJ Lindsey and Windrose Land Services

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

Location: North of Beckendorff Road, south of FM 529, east of Bartlett Road, and west of Pitts Road

Survey: W.I. Williamson Survey, Abstract No. 410, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat for Sunterra Legacy Shoppes at the May 12, 2025 board meeting.

Description: The proposed Sunterra Legacy Shoppes (Development) encompasses approximately 5.430 acres of commercial development and includes 0 Lots, 1 Block, and 4 Reserves. The Development is located within the Sunterra development.

The Development consists of driveway access, onsite paving, and storm drainage to serve four future commercial developments. The four commercial reserves will be permitted separately to this Development and will be required to submit plans to the District for review and approval. The drainage for the site is conveyed through curb and gutter inlets, which connects to an underground public storm sewer system that outfalls into an existing storm sewer that runs under Beckendorff Road. The storm sewer then outfalls into the existing Channel B, which was included in the plans titled "Sunterra Pod M&NN Mass Grading" that was approved by the District on April 11, 2023 under Permit No. 2023-04.



Mr. Arnold England, President

August 6, 2025

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The drainage for Sunterra Pod M & NN will connect to Detention Pond V, which is a part of the Phase III North Drainage Impact Analysis reviewed by the District. Detention Pond V was included in the plans titled "Sunterra Phase 3 North Detention and Mass Grading," that was approved by the District on April 11, 2022 under Permit No. 2022-02.

Detention Pond V will outfall into Detention Pond O, which will then outfall into Detention Pond N. Detention Ponds O and N are a part of the Phase IIB Drainage Impact Analysis reviewed by the District. Detention Ponds O and Pond N were included in the plans titled "Sunterra Mass Grading and Detention Phase IIB," which was approved under Permit No. 2021-34 on September 13, 2021.

Detention Pond N will outfall to the Phase IB Detention Pond, which is part of the Phase IB Drainage Impact Analysis reviewed by the District. The Phase IB Detention Pond will outfall into the Cane Island Branch of Buffalo Bayou. The Phase IB Detention Pond was included in the "Sunterra Phase IB Mass Grading and Detention" construction plans, approved under Permit No. 2020-90 on April 26, 2021.

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.



Mr. Arnold England, President

August 6, 2025

Page 3

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>).

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/R0002-1020-01.085 Sunterra Legacy Shoppes_00923/2.0 - Letters/Sunterra Legacy Shoppes FP & FDP Approval Ltr 080625.docx

cc: Sunterra Legacy Shoppes, LP via email ddenton@aljlindsey.com
 Mr. Mateus Calix, PE – ALJ Lindsey via email mcalix@aljlindsey.com
 Ms. Amanda Rabius – Windrose Land Services via email amanda.rabius@windroseservices.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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August 4, 2025

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

Reference: Prime State Construction Co., LLC
2 Story Duplex Building (Brookshire Gardens Estates) – **Preliminary Plat and Preliminary
Drainage Plans**
Application ID No. 00909
Permit No. – N/A
Quiddity Job No. R0002-1020-01.082

Dear Mr. England:

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

Applicant: M. Lanza Engineering

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

Location: 3126 Depot Street, Brookshire, Texas 77423

Survey: H&TC Railway Survey, Section 74, Block 1, Waller County, Texas

Technical Review: Based on our review of the Preliminary Plat of Brookshire Gardens Estates, 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

August 4, 2025

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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/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1020-01.082 2 Story Duplex Building_00909/2.0 - Letters/2 Story Duplex Bldg PP Approval Ltr 080425.docx

cc: Mr. Francisco Duran – Prime State Construction Co., LLC via email primestate.construction@gmail.com
Mr. Mario E. Lanza, PE – M. Lanza Engineering via email mlanza@mlanzaengineering.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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July 31, 2025

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

Reference: Katy 2855 Development LLC.
Grange Section 11 – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 00969
Permit No. – N/A
Quiddity Job No. R0002-1021-01.025

Dear Mr. England:

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

Applicant: Meta Planning + Design, LLC

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

Location: North of Highway 90, south of Morton Road, east of FM 2855, and west of Pitts Road

Survey: H. & T.C. R.R. Co. Survey, Section 123, Abstract No. 202, Waller County, Texas

Technical Review: Based on our review of the Preliminary Plat of Grange Section 11, 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

July 31, 2025

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

[https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1021-01.025 Grange Section 11/2.0 - Letters/Grange Section 11 PP Approval Ltr 073125.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1021-01.025%20Grange%20Section%2011/2.0%20Letters/Grange%20Section%2011%20PP%20Approval%20Ltr%20073125.docx)

cc: Mr. Jacob Rice - Katy 2855 Development, LLC via email jacobr@johnsondev.com
Mr. Ripley Woodard – Meta Planning + Design, LLC via email rwoodard@meta-PD.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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July 31, 2025

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

Reference: Katy 2855 Development LLC.
Grange Section 12 – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 00970
Permit No. – N/A
Quiddity Job No. R0002-1021-01.026

Dear Mr. England:

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

Applicant: Meta Planning + Design, LLC

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

Location: North of Highway 90, south of Morton Road, east of FM 2855, and west of Pitts Road

Survey: H. & T.C. R.R. Co. Survey, Section 123, Abstract No. 202, Waller County, Texas

Technical Review: Based on our review of the Preliminary Plat of Grange Section 12, 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

July 31, 2025

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

[https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1021-01.026 Grange Section 12/2.0 - Letters/Grange Section 12 PP Approval Ltr 073125.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1021-01.026%20Grange%20Section%2012/2.0%20Letters/Grange%20Section%2012%20PP%20Approval%20Ltr%20073125.docx)

cc: Mr. Jacob Rice - Katy 2855 Development, LLC via email jacobr@johnsondev.com
Mr. Ripley Woodard – Meta Planning + Design, LLC via email rwoodard@meta-PD.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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August 7, 2025

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

Reference: Waller County Road Improvement District No. 1
4-Acre Tract Sanitary Sewer Extension – Utility Crossing
Application ID No. 01045
Permit No. 2025-71
Quiddity Job No. R0002-1020-01.098

Dear Mr. England:

The Brookshire-Katy Drainage District (District) has received a permit application for one (1) utility crossing as follows:

Applicant: WGA Engineers

Permit Type: Utility Crossing

Location: North of Kingland Blvd., south of IH 10, east of Woods Road, and west of Jordan Ranch Road

Description: The District received a permit application for one (1) 8-inch sanitary sewer line extension to serve a future 4 acre commercial site. The project includes the abandonment of an existing 4-inch force main. The sanitary sewer line extension will be located in a proposed 15-ft wide public sanitary sewer easement along the frontage of the 4 acre commercial site and within existing public right-of-way at the crossing of Jordan Ranch Blvd. There proposed improvements do not appear to impact existing drainage facilities owned and maintained by Waller County Road Improvement District No. 1. There are no District easements located within the project area.

Technical Review: Based on our review of the submitted documentation, 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 Applicant and its successors from complying with the District's R&R or any other regulatory requirements from a different entity having jurisdiction. Moreover, the plans submitted have been prepared, dated, signed, and sealed by a Professional Engineer, who is licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.



Mr. Arnold England

August 7, 2025

Page 2

At this time, no deviation or variance requests from the District's R&R have been requested or granted. The proposed utility crossing 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. 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>).

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,

A handwritten signature in black ink, appearing to read "Michael McCarthy".

Michael McCarthy, PE

MHM/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1020-01.098 4-Acre Tract Sanitary Sewer Extension_01045/2.0 - Letters/4 ac tract SS Ext Utility Pipeline & Cable Crossing Approval Ltr 073125.docx

cc: Julian Nguyen – WGA via email project@wga-llp.com

Ryan Patterson, PE – WGA via email rpatterson@wga-llc.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

JULY 2025 - FINANCIAL REPORT

Exhibit "B"

General Fund	\$3,872,409.91
Payroll Fund	\$206,249.18
Petty Cash	\$1,995.36
Building Fund	\$2,042,886.00
Capital Improvement Fund	\$677,958.70
Texpool Fund	\$3,346.87
Amegy Bank Checking	\$854,284.74
Austin Co. State Bank CD	\$244,834.28
Bank of Shiner CD	\$190,992.14
Bank of Brenham CD	\$238,801.54
Citizens State Bank CD	\$248,779.52
Fayetteville Bank CD	\$189,025.97
First Nat. Bank Bellville CD	\$190,168.62
Industry State Bank CD	\$238,800.90
TOTAL RECONCILED BALANCE	\$9,200,533.73

CD RESERVES:
\$1,541,402.97

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 7/1	\$3,335.11	\$4,230,032.93	\$84,869.26	\$879,384.74	\$2,099,068.09	\$682,151.94
Deposits and Credits	\$11.76	\$86,988.15	\$200,020.06	\$0.00	\$267.42	\$86.76
Debits and Withdrawals	\$0.00	\$406,401.06	\$75,576.60	\$25,100.00	\$0.00	\$4,280.00
Ending Balance 7/31	\$3,346.87	\$3,910,620.02	\$209,312.72	\$854,284.74	\$2,099,335.51	\$677,958.70
Less Total Outstanding Drafts/Deposits (Net Amount)	\$0.00	-\$38,210.11	-\$3,063.54	\$0.00	-\$56,449.51	\$0.00
Adjusted Ending Balance 7/31	\$3,346.87	\$3,872,409.91	\$206,249.18	\$854,284.74	\$2,042,886.00	\$677,958.70
Monthly Interest Earned	\$11.76	\$521.79	\$20.06	\$0.00	\$267.42	\$86.76

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 7/1	\$244,834.28	\$190,992.14	\$248,779.52	\$189,025.97	\$190,168.62	\$238,800.90	\$238,801.54
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 7/31	\$244,834.28	\$190,992.14	\$248,779.52	\$189,025.97	\$190,168.62	\$238,800.90	\$238,801.54
Interest/Earned	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ADOPTED BUDGET	
24-25 FY Budget	\$5,294,869.51
YTD Expenses	\$3,068,323.41
New Equipment	\$117,276.73
Master Drainage Plan Phase 2	\$300,000.00
Total Budgeted Expenses YTD	\$3,485,600.14

ENFORCEMENT/CIVIL PENALTIES REVENUE	
Awry Concrete	\$75,055.18 BKDD Received FY 24-25
DI Landholdings	\$87,500.00 BKDD Received FY 24-25

NEW ADMIN BLDG	FYTD EXPENSES	\$773,464.88
MDP PHASE 2	FYTD EXPENSES	\$233,721.10

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

JULY 2025

TRACTORS

EQUIPMENT	YEAR MODEL	LIFETIME HOURS	HOURS THIS MONTH	FISCAL YTD HOURS	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
JD 5100E BAT-WING TRACTOR	2019	3,788	119	580	\$937.83	\$5,558.63
JD 6145M 2019 BOOM MOWER	2019	3,007	4	169	\$0.00	\$996.96
JD 6145M 2021 BOOM MOWER	2021	2,573	110	820	\$143.51	\$1,302.26
JD 6150M BOOM MOWER	2015	7,586	134	964	\$1,653.48	\$3,614.64
JD 930M Z-TRAK MOWER	2018	705	13	63	\$99.17	\$260.43

HEAVY EQUIPMENT

EQUIPMENT	YEAR MODEL	LIFETIME HOURS	HOURS THIS MONTH	FISCAL YTD HOURS	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
CAT 920 WHEEL LOADER	2024	646	61	444	\$0.00	\$289.39
CAT D6k2 DOZER	2019	1,837	15	78	\$0.00	\$2,004.94
CAT 323 EXCAVATOR	2018	5,418	92	596	\$0.00	\$2,642.75
CAT 416E BACKHOE	2012	3,882	25	224	\$143.79	\$1,895.14
NORAM 65E MOTOR GRADER	2014	3,058	10	70	\$0.00	\$1,230.09
CAT 265 SKID STEER	2025	174	21	174	\$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	21,597	171	4,255	\$60.15	\$105.12
TACOMA SR 4X4 (INSPECTOR)	2020	54,596	606	5,642	\$0.00	\$107.94
F-150 4X4 (INSPECTOR)	2017	104,132	744	8,664	\$9.50	\$124.48
F-250 4X4 (CREW)	2016	105,893	145	1,994	\$0.00	\$149.32
F-750 DUMP TRUCK	2011	49,416	0	1,742	\$0.00	\$434.58
FREIGHTLINER HAUL TRUCK	2000	1,454	33	594	\$0.00	\$2,199.56
DODGE RAM 4X4 (2301) (CREW)	2023	11,002	370	4,933	\$0.00	\$2,194.31
DODGE RAM 4X4 (2302) (FOREMAN)	2023	25,148	930	8,641	\$0.00	\$2,150.88
TACOMA TDR 4X4 (ASST GM)	2023	22,547	1,078	8,800	\$0.00	\$118.47
FREIGHTLINER DUMP TRUCK	2020	57,416	758	3,713	\$2,121.73	\$4,038.92
KAWASAKI MULE PRO	2024	153	16	78	\$0.00	\$0.00

TRAILERS

EQUIPMENT	YEAR MODEL	EXPENSES THIS MONTH	FISCAL YTD EXPENSES
LOAD MAX TRAIL 20' TANDEM	2020	\$0.00	\$0.00
TALBERT LOWBOY TRAILER	2008	\$732.67	\$732.67
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

July 2025
Maintenance Report

Week One

July 1 - Mowed Bartlett and Schlipf Road. Cleaned out 7-foot tank car, to be set on West Fork. Patched fence with wire, where batwing hit it at lakes of Katy.

July 2 - Moved 323 and 7-foot tank car, from the yard to West Fork north of 11th street. Mowed Hilcorp easement on snake creek.

July 3 - Mowed north easement of Remington Trails from hwy. 2855 to Snake Creek. Set 7-foot tank car and two runs of 48" x32 ft. pipe on West Fork North of 11th Street and started covering it up.

July 4 - Independence Day - Closed

Week Two

July 7 - Picked up trash, emptied trash cans and mowed Discovery Park. Continued hauling dirt and covering pipe on West Fork north of 11th Street. Mowed young easement next to railroad.

July 8 - Finished covering pipe on West Fork added rip rap on both sides. Mowed Snake Creek south of hwy. 90.

July 9 - Mowed Snake Creek south of hwy. 90 up to Rock Crusher. Put limestone on top of crossing on West Fork north of 11th Street. Added freon to 416. Replaced hydraulic hose on 5100.

July 10 - Mowed Westbrook Trailer Park and Yuen easement. Removed old wooden bridge on West Fork. Replaced another hydraulic hose on 5100.

July 11 - Mowed Boyd easement and Discovery Park. Moved 323 back to the yard. Picked up trash and leveled bottom of ditch, where truck run into on Morton Road.

Week Three

July 14 - Changed oil in 2020 Ford. Changed oil in 5100, 6145-21, and 6150. Mowed on Neuman Road. Fixed washouts on Willow Fork at Pederson Road.

July 15 - Cut down dead oak tree at Discovery Park. Finished mowing Newman Road up to Morton Road. Mowed Stonegate easement, on top of berm.

July 16 - Mowed Stonegate easement ditch. Replaced batteries on Freightliner dump truck. Added freon to 6150. Fixed flat on 416.

July 17 - Clints Tire Service mounted two new tires on front of 6150 and fixed flat on haul trailer. Mowed Streckfuss and Bostick Lane easement. Added dirt to driveway at hwy.90 and willow Fork.

July 18 - Mowed Discovery Park, West Fork from I-10 to Lakeside. Continued hauling dirt to Willow Fork. Washed 2023 Dodges.

Week Four

July 21 - Picked up trash and emptied trash cans at Discovery Park. Caterpillar replaced DEF header and steering control on 323. Moved 323 from the yard to Willow Fork at hwy. 90 to fix washouts on slope. Mowed Stalknecht easement.

July 22 - Continued working on Willow Fork. Mowed West from Lakeside to Stella Ranch. Sprayed trees on Willow Fork from I-10 to Pederson Road and on Cane Island from 1st Street to 10th Street.

July 23 - Sprayed trees on Cane Island from 10th Street to Franz Road. Continued working on Willow Fork. Mowed South Street and Bains Street for City of Brookshire. 6150 1 man 8 hours.

July 24 - Moved 323 to west side of Willow Fork at hwy 90, hauled dirt from the yard and fixed washouts. Mowed West Fork from Pecan Hill to Stella Ranch. Graded Rheman Cutoff with 65E.

July 25 - Mowed Stella Ranch, mowed Discovery Park. Continued working on Willow Fork. Changed oil and blades on 2-tractors.

Week Five

July 28 - Picked up trash and emptied trash cans at Discovery Park. Continued working on Willow Fork. Mowed McMahon and Sparks easements.

July 29 - Mowed the yard. Mowed Brookshire Creek from I-10 to hwy.90 continued working on Willow Fork, South of hwy. 90.

July 30 - Mowed City of Houston easement and Discovery Park. Continued working on Willow Fork.

July 31 - Continued working on Willow Fork. Mowed easement North of Gassner Road up to Grass Farm.

Kari's Daily Report 7/1/25:

- **Twinwood/Discovery Hills:** They are working on the pads for the several buildings permitted, and about to start drilling the piers per Kendall the Project Manager. It was very muddy on site.
- **Bride Ministries:** They installed the overflow 32'ft of 24" pipe. No issues observed.
- **Gemini Project:** They installed 20'ft of 30" HDPE, 115'ft of 30" HDPE, they had 3 inlets to install and 2 tie-ins. No issues observed.
- **Royal ISD:** Dillion, the project manager stated that they will start the excavation pond next week. He will contact us for inspections.
- **Lakes of Cane Island:** They are working on densities and manholes currently. They have been made aware when to contact us for inspections for the outfalls, or detention related.



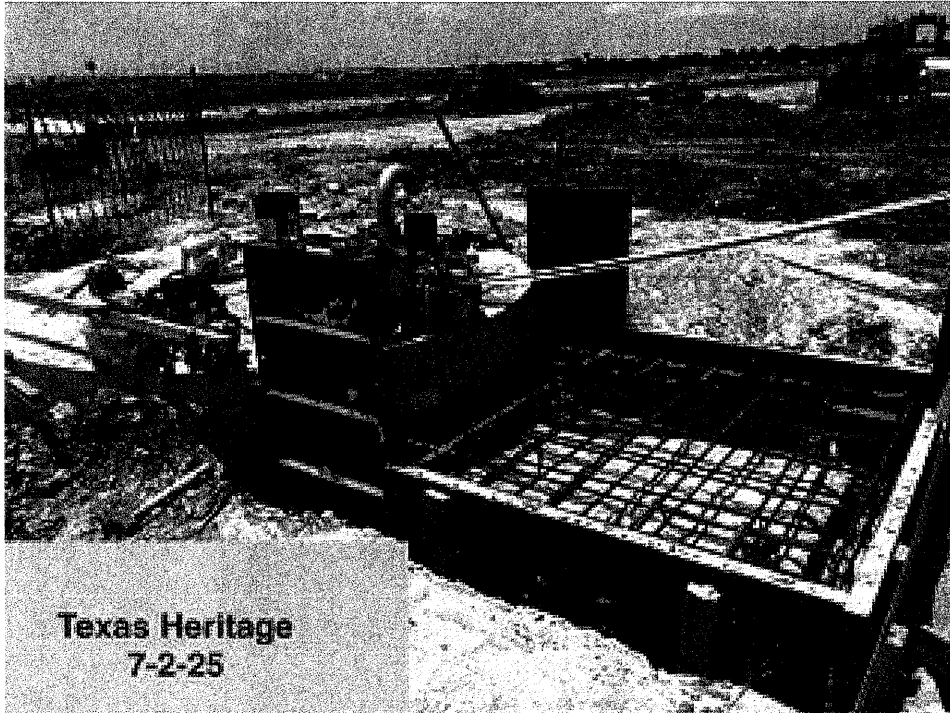
Kari's Daily Report 7/2/25:

- **Maple Development/Serenada:** I observed clearing going on the development. In the field map app, it is labeled as Maple not Serenada development. I spoke to Pete Cavazos who is the main contact for Gonzales Construction who is doing

July – 2025

the excavation for the project. I spoke with Buddy to confirm if they had a permit as I couldn't find the details in the field map app. Buddy stated that they don't have permits finalized with BKDD. I put a stop order on the development until they obtain a permit.

- **Texas Heritage:** I inspected the rebar for the slab for the generator, valve, and control panel. No issues observed will be pouring concrete on Thursday.



- **Gemini:** An inspection for underground stormwater pipe was requested. I inspected 126'ft of 30" HDPE, 62'ft of 12" HDPE, 2 tie-ins. They stabilized 1'ft around with stabilized sand. They are going to finish a couple more sections for storm pipe on Thursday and over the weekend.

7/3/2025 - Thursday

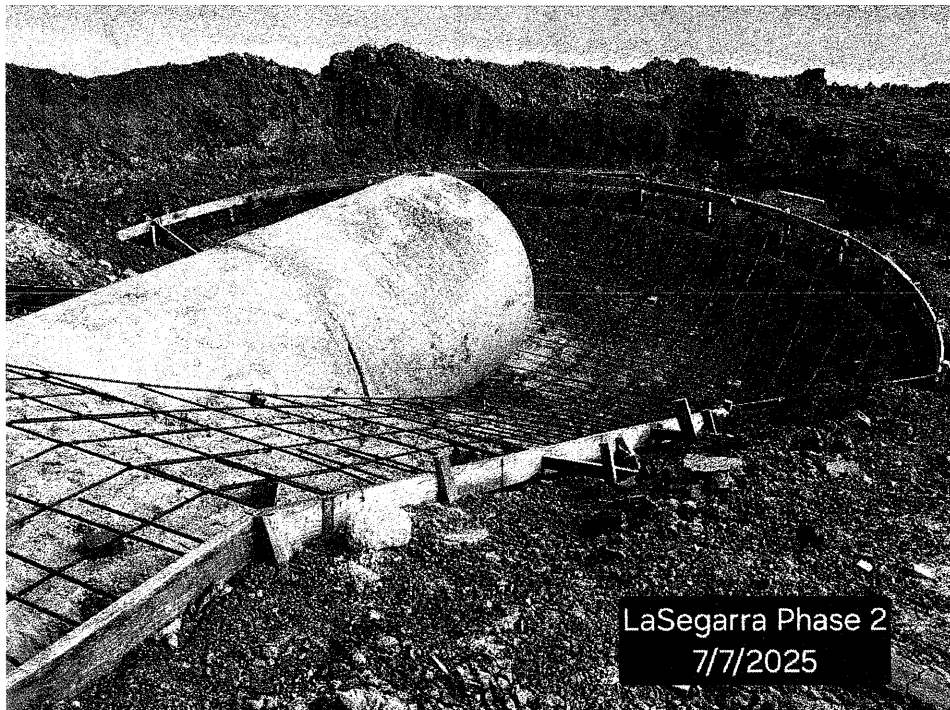
- Kingsland Ranch Logistics Park-Building 5 requested an inspection of a manhole for connecting the sites storm sewer into the RID storm sewer system. All was good so I gave my approval for backfill.

July – 2025



7/7/20025 - Monday

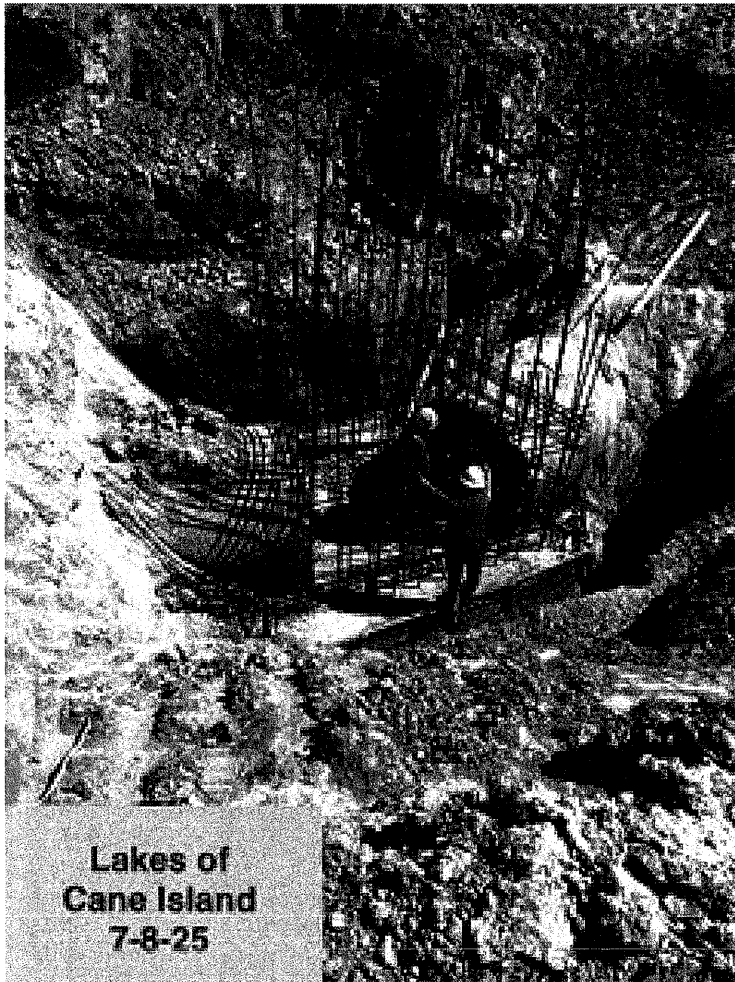
- La Segarra Phase 2 poured the bottom of a junction and slope paving around an outfall into the detention basin.



July – 2025

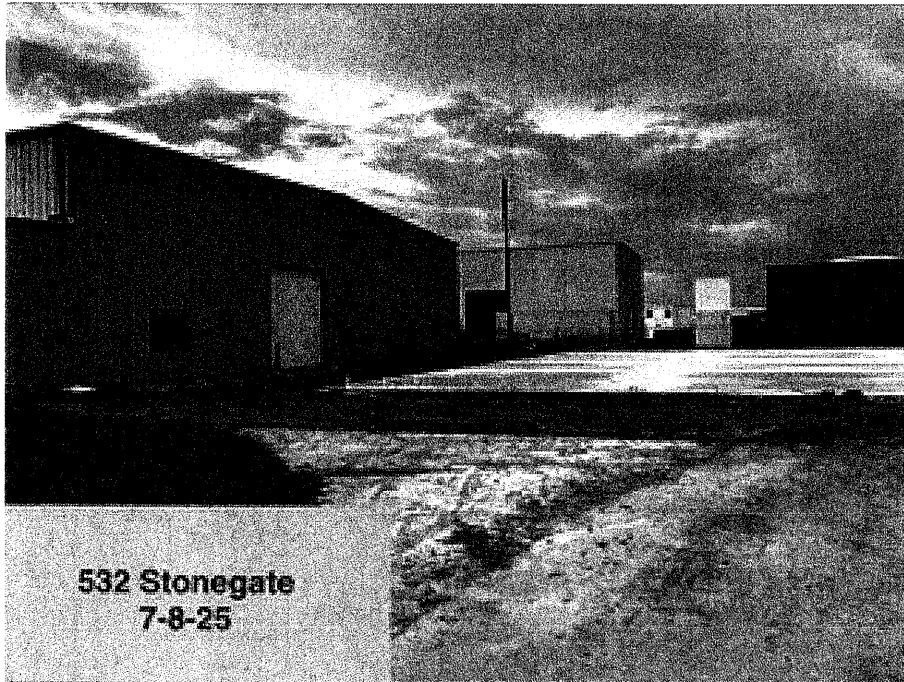
Kari's Daily Report 7/8/25:

- **Lakes of Cane Island:** I inspected detention B, the rebar for the junction box. The only issue observed was over the pour of the concrete at the pad or base of the junction box. They will be removing the form and excess concrete. They installed 60" RCP, they are working on the swale and slope to inspect on 7/9/25.



- **Katy Boat & Storage:** The site is still excavating and removing fill dirt off site. There hasn't been any change since the last inspection made by Terry.

- **Heritage West:** I couldn't access the site. There is a fence being put around the perimeter. I reached out to Nate Davis the contact for the project. He stated that much of the 72'ft RCP has been installed for the project.
- **532 Stonegate:** I see that work has started for this project. A pad has been installed no one was on site to speak to.



Kari's Daily Report 7/9/25:

- **Lakes of Cane Island:** An inspection was conducted for detention basin B. They were still working on the installation for the rebar. They still needed to add risers and finish a section of the rebar. I sent an email to Hurtado requesting that they ensure the rebar is fully installed before asking for an inspection. I came back to the site once all the rebar was installed. The pictures attached show before and after rebar installation.

July – 2025



- **TMEIC Twinwood:** Inspection of stormwater pipe. They had installed from late afternoon 7/8/25 through the first part of the morning 7/9/5. They installed MH4 to MH3, 436'ft of 30" HDPE. As well as MH3 to inlet O4 to O3, 203'ft of HDPE. No issues observed.

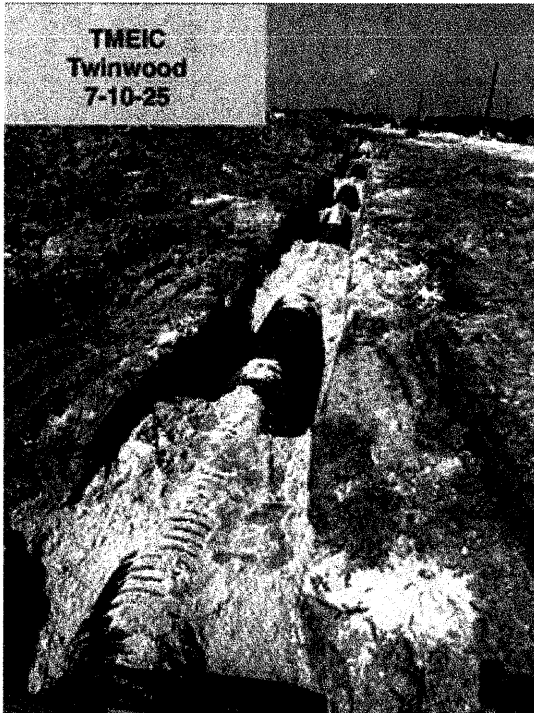
7/10/2025 - Thursday

- La Segarra Phase 2 poured three different backslope interceptor structures going into the detention basin.
- Heritage West was placing RCBs under the petroleum pipelines.

Kari's Daily Report 7/10/25:

- **TMEIC Twinwood:** Inspection for inlets O3 to O2, and O1 connecting 216'ft of 24" HDPE. No issues observed.

July – 2025



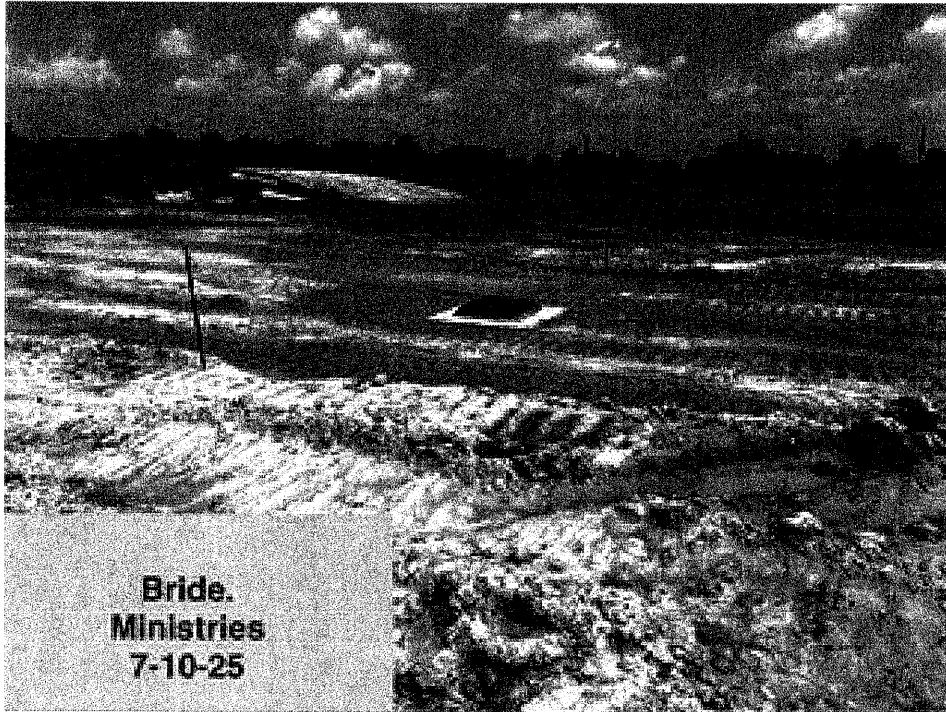
- **1271 Cardiff:** Concrete was being poured for the slab/pad this morning. This is directly behind Champion Restoration. All work is still under the initial permit.
- **Lakes of Cane Island:** Inspected rebar for extreme overflow from Morton Road to the detention pond. They used 36" RCP the outfall to detention pond. They used 20 yards of concrete, no issues observed.

July – 2025



July – 2025

- **Bride Ministries:** All stormwater pipe has been installed the last was 36" HDPE pipe for overflow.



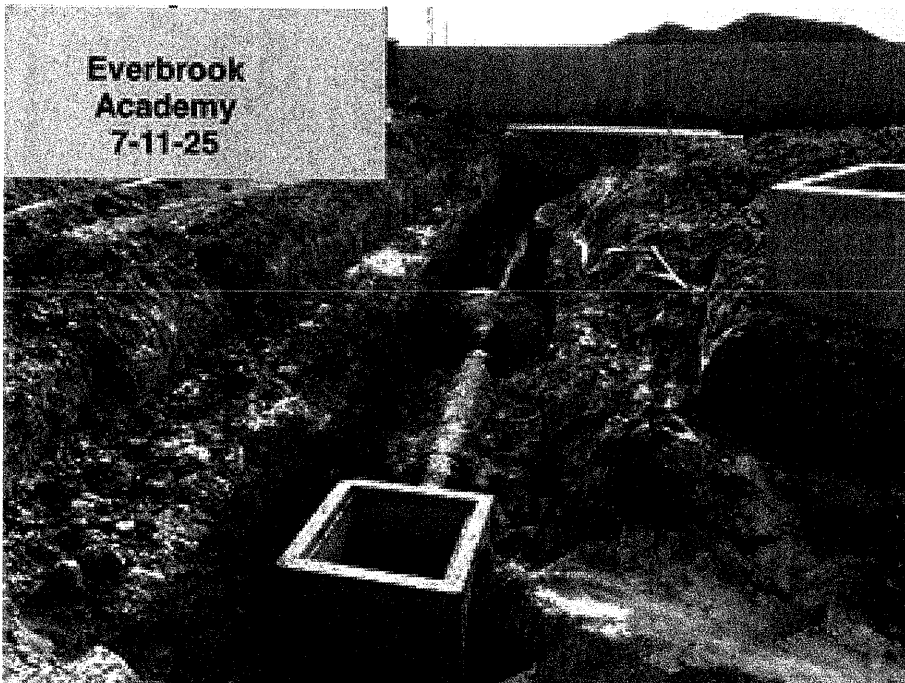
Kari's Daily Report 7/11/25:

- **Lakes of Cane Island:** Inspected the junction boxes rebar for the detention. No issues observed.
- **Dewberry Hills:** An inspection was requested for the outfalls. They weren't ready for the inspection. I sent an email to Ricardo with Hurtado to address the issues and make corrections. They made the corrections by adding risers and cutting the rebar out of the dirt. Concrete was poured after more than 20 yards.

July – 2025



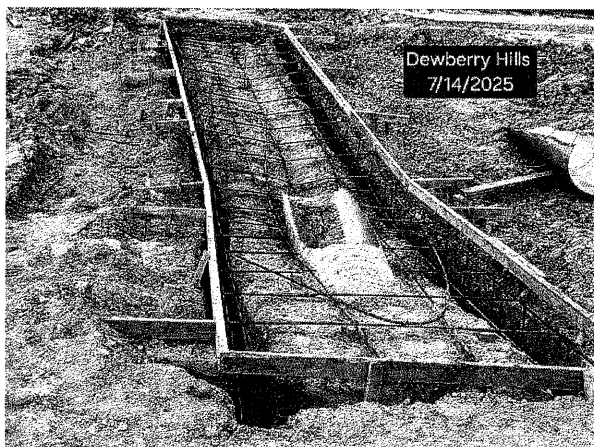
- **Everbrook Academy:** Inspection was requested for storm pipe. Tie-in was already installed. Today they installed 58'ft of 18" HDPE and connected to existing tie-in. 157'ft of 18" HDPE pipe and used 1'ft around of stabilized sand around the pipe. No issues observed.



July – 2025

7/14/2025 - Monday

- Dewberry hills requested a rebar inspection at 10:00. When I arrived a few minutes after 10:00 I found that the rebar was installed incorrectly, the spacing was wrong. It was a few minutes after 12:00 before it was ready to pour concrete. I didn't get photos of the corrected rebar on my phone because of rain but they are in the BKDD Permit App.



Kari's Daily Report 7/14/25:

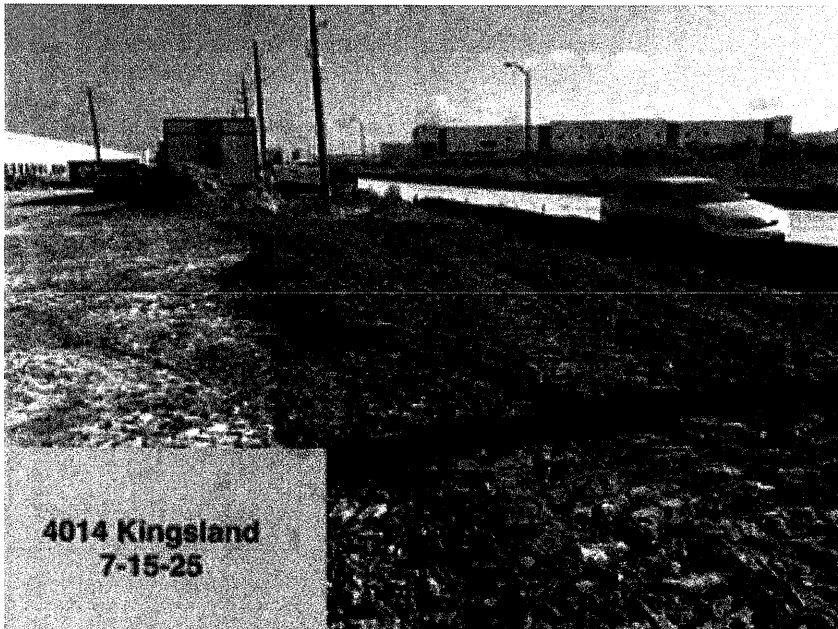
- **La Segarra:** Inspection request for rebar and junction box. They weren't ready for the rebar inspection for the outfall. The junction box was approved. I sent an email to EHRA, and others that Terry had sent me in communications. I requested for pictures of the rebar for the outfall to be texted to me.
- **Lakes of Cane Island:** They weren't ready for inspection for the rebar. They were able to finish by the time the concrete truck arrived. No issues with the rebar and forms were set in place.
- **2154, 2150 & 2250 Discovery Hills Pkwy:** I observed most of the equipment has been removed from the site. Both buildings have been completed, and Alston Construction has been instructed to submit as-builts at the beginning of the project.

July – 2025



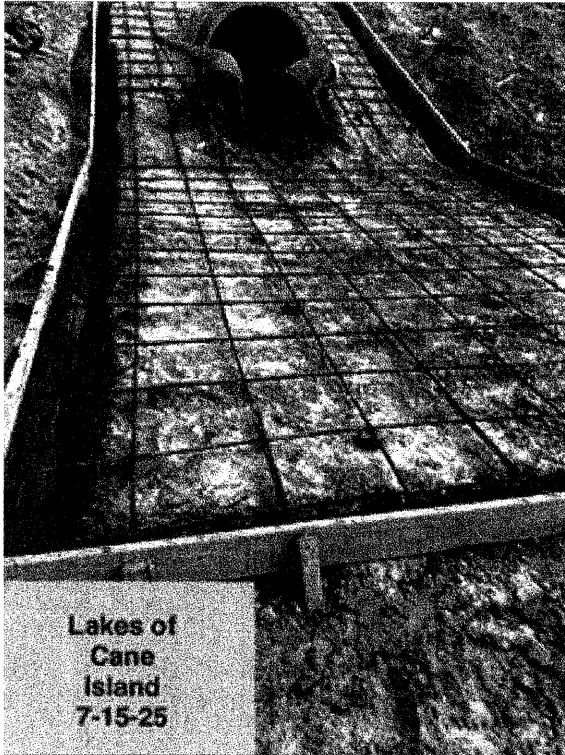
Kari's Daily Report 7/15/25:

- Erik with Burton Construction requested an inspection for Storm pipe. I arrived and noticed the pipe had all been covered. I asked Erik what I was there to inspect. He stated they had installed it all minus one last tie-in and wanted to discuss it on site. I requested that he send us all his details for the storm pipe installation they had done and reminded him when we first met on site what BKDD's requirements were for inspections. Please see attached my pictures of what they had already backfilled, and his attachment sent.



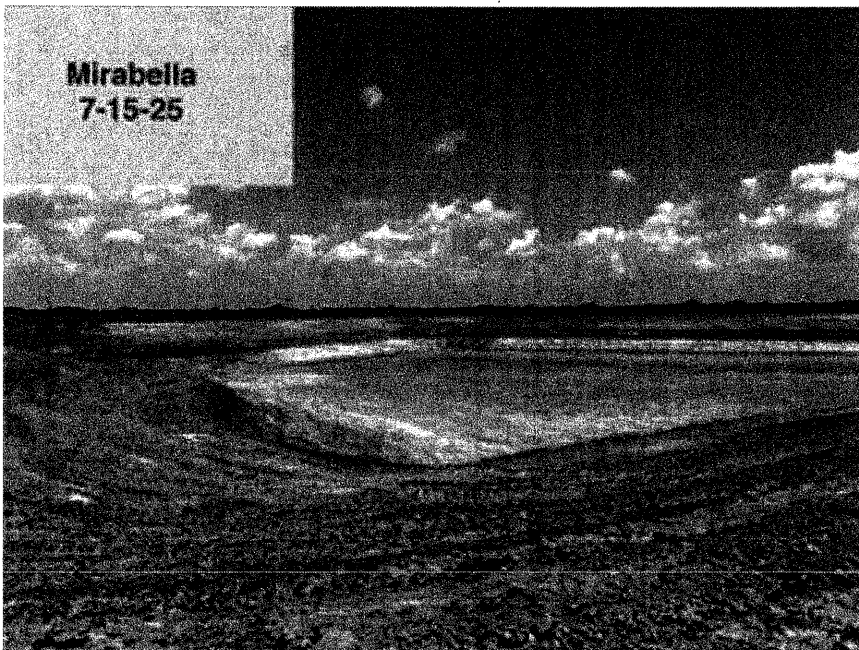
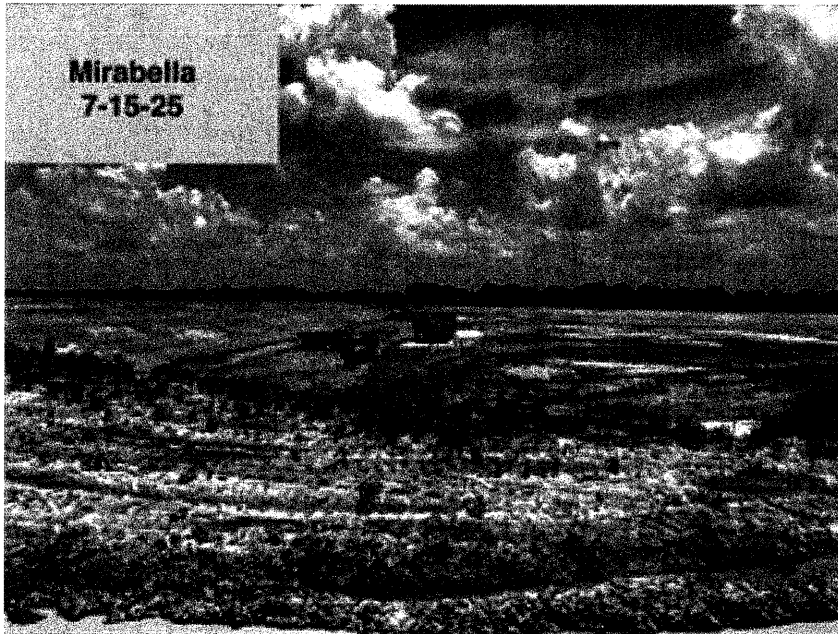
July – 2025

- **Lakes of Cane Island:** Inspection requested for rebar for the back slope of rebar installation. The only issue noted and was corrected was that they had to fix some areas of the rebar in the curtain wall. Junction box rebar was ok and concrete was poured after 11:30.



- **Mirabella:** We have not received any communication from the project manager or anyone for Mirabella development. I sent an email to the project manager and engineers requesting an update for the project. As well as making sure they are aware of contacting us for inspections for stormwater pipe, outfalls, and detention. Marc, the Project Manager responsible for the communications, stated: They are finishing up pond 2 excavations, no structural yet, working channel improvements.

July – 2025



- **TMEIC Twinwood:** Inspection of storm pipe was approved. They installed stub20 to MH2 to inlet, junction box 4 to inlet, junction box 2 to inlet 1. Connection from MH to 35'ft of 30" HDPE, From MH2 to inlet Junction box 35'ft of 30" HDPE, inlet Junction box 4 is 25'ft of 24" HDPE, from inlet to J3 is 104'ft of 24" HDPE pipe, from inlet to J3 to inlet J2 is 90'ft of 18" HDPE pipe. They used 1'ft of stabilized sand adding in some places additional foot of sand top of pipe prior to backfilling.

July – 2025



7/16/2025 - Wednesday

- La Segarra Phase poured the top of a junction box manhole.
- Dewberry Hills poured the outfall section of two backslope interceptor structures.

July – 2025



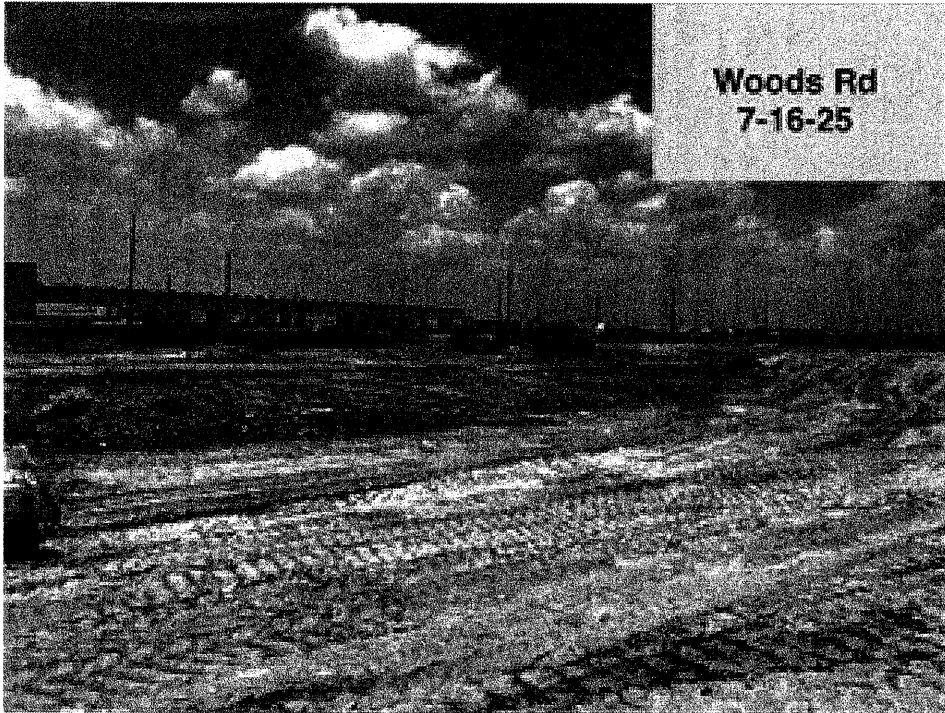
Kari's Daily Report 7/16/25:

- **Lakes of Cane Island:** Junction box rebar was installed with no issues. They had already poured the concrete for both the junction box and the slope paving



July – 2025

- **Woods Rd:** EE Reed has started dirt work and excavation for the project.



- **TMEIC Twinwood:** Inspection was requested for storm pipe. No issues observed. They installed 164'ft of 18" HDPE, 84'ft of 24" HDPE, 2 runs of 63'ft of 15" HDPE pipe. 2 inlets, 1 stub installed.

July – 2025



7/17/2025 - Thursday

- Buddy asked me to go shut down Lakes of Cane Island due to the fact the storm sewer system was not being installed per the approved plans. I talked with Joe Husband the Construction Project and Andrew Counce the Site Rep. both with EHRA. They both had already been told to stop work. The engineers are talking. From what I understand the storm sewer section of the project is shut down until a new plan is approved by the board.

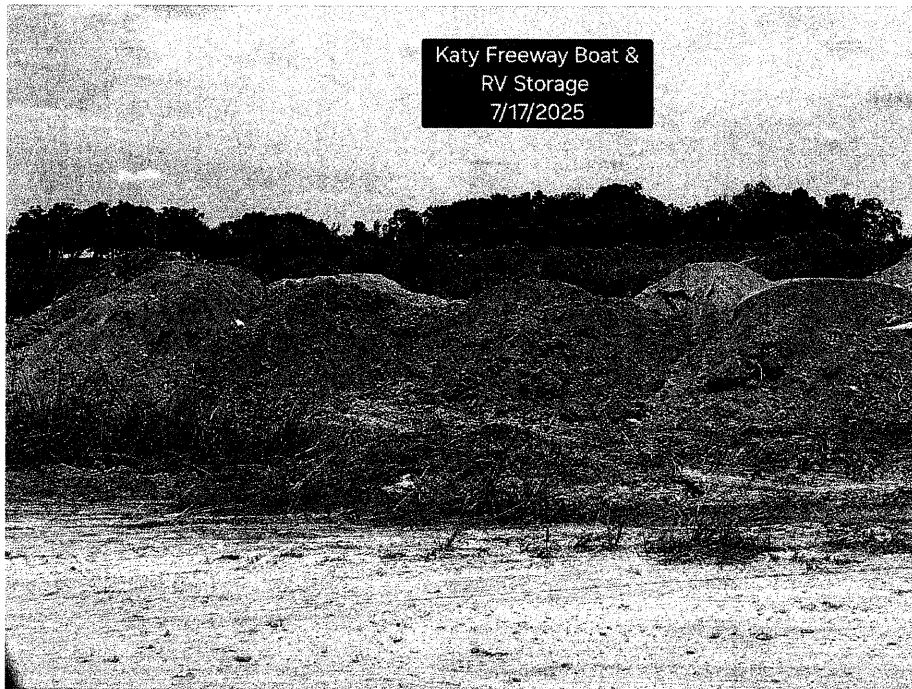
July – 2025

- The photos are of the slope paving that Lakes of Cane Island had planned on pouring today.



- Katy Freeway Boat & RV Storage is now bringing in dirt.

July – 2025



Katy Freeway Boat &
RV Storage
7/17/2025

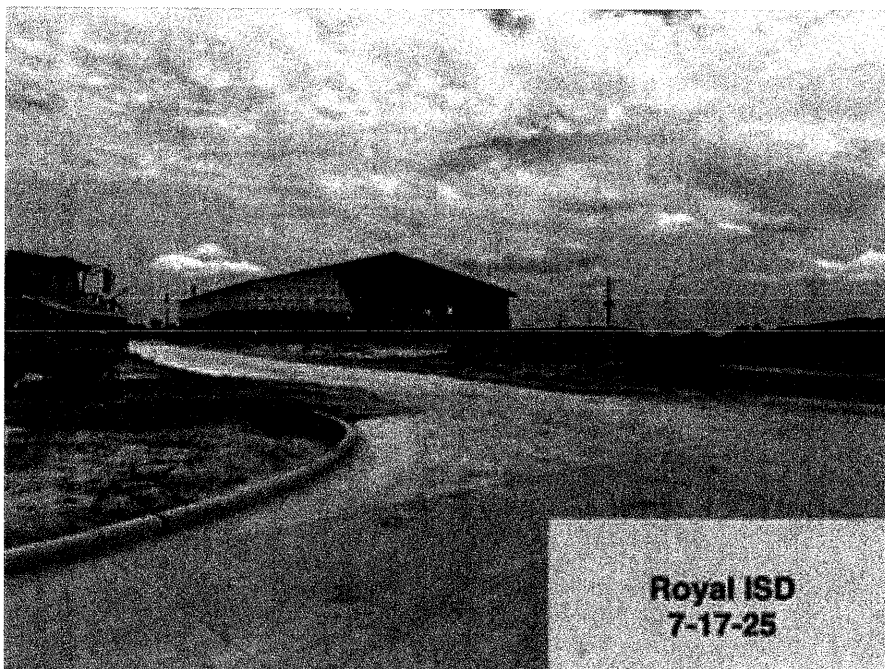
Kari's Daily Report 7/17/25:

- **Texas Heritage/Target/29355 Katy Fwy:** I met the superintendent Miguel Garza with Sun Builders Construction and Dawnel Rodgers the Safe Built inspector the inspector for the City of Katy. Miguel wasn't aware that he needed to be notifying us for storm pipe inspections. I provided him and Dawnel my and email of Terry's contact information. They had already installed storm pipes for half of the project. Today they had already installed 146'ft of 18" HDPE, 53'ft of 15" HDPE, and 3 inlets. They had already covered some of the pipe, no issues observed. Miguel will start sending communications for inspections for the rest of the storm pipe and tie-ins for the rest of the project.

July – 2025

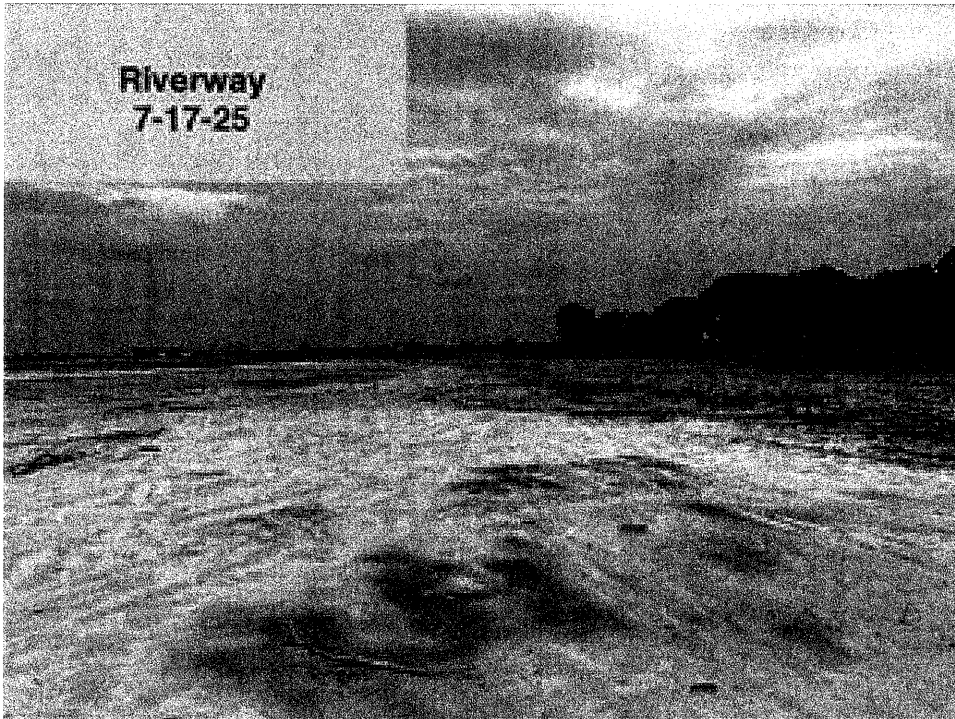


- **Royal ISD:** I observed paving for the Expo Center has been completed. They haven't started work on the detention yet.



July – 2025

- **Riverway Farms:** The site has all equipment removed and sits idle. It was holding water in places to drive on.



- **TMEIC Twinwood:** Inspection requested for storm pipe. Today they installed 64'ft of 15" HDPE, 63'ft of 12" HDPE, a second run of 63'ft of 15" HDPE. They sealed and grouted around the 3 structures. No issues observed.

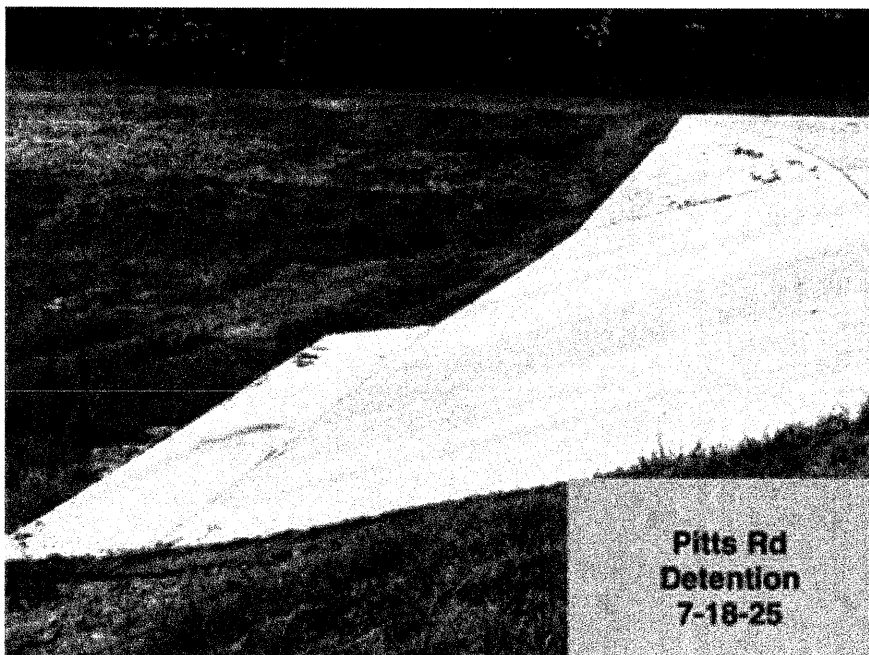
Kari's Daily Report 7/18/25:

- **Dewberry Hills:** A rebar inspection was conducted. They had 2 places that were not installed correctly. They made corrections to the rebar; I took pictures of the corrections. Concrete was poured after.

July – 2025



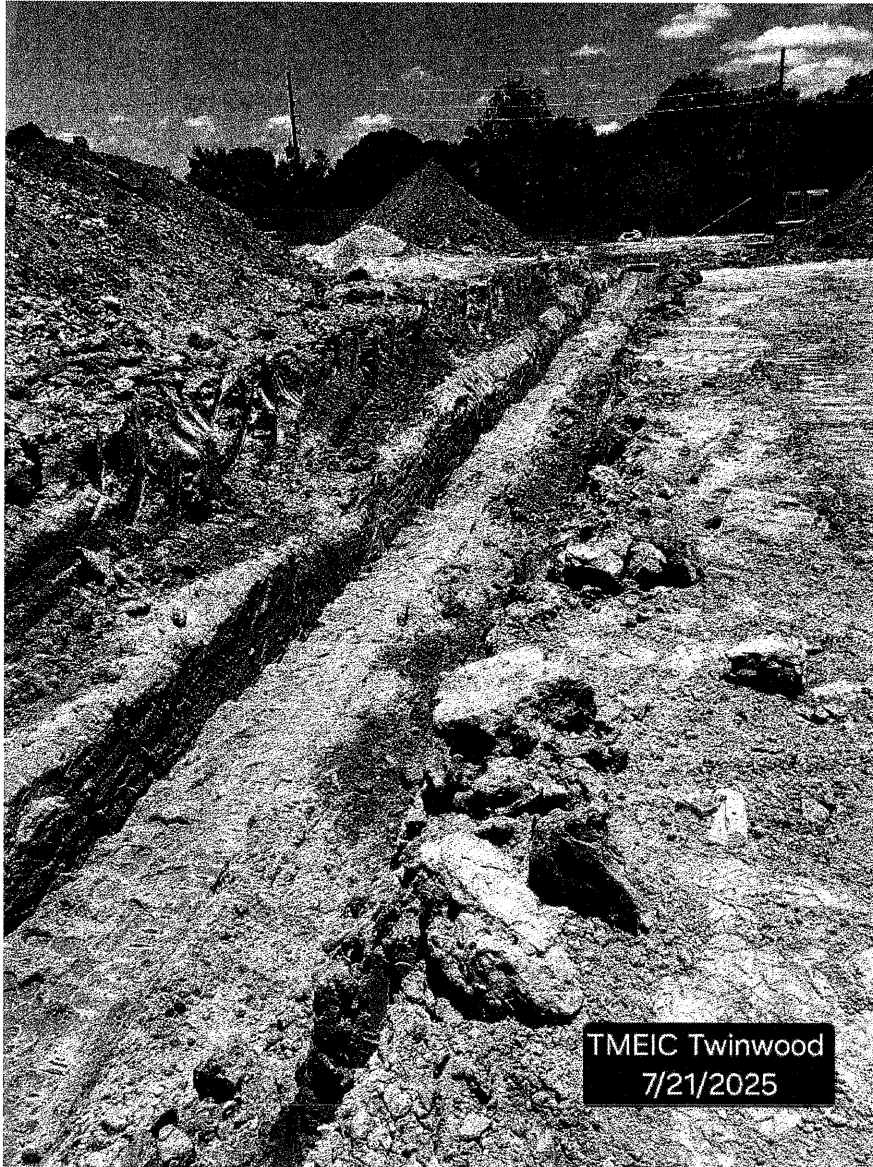
- **Pitts Rd Permit 24-00019:** I was in the area and saw this permit had been obtained. It says it was approved ready for construction. I'm not sure the status of the project. I noticed that some grading had been done on some of the slopes and an access crossing appears completed towards the back of the northeast of one of the dry detention ponds.



July – 2025

7/21/2025 - Monday

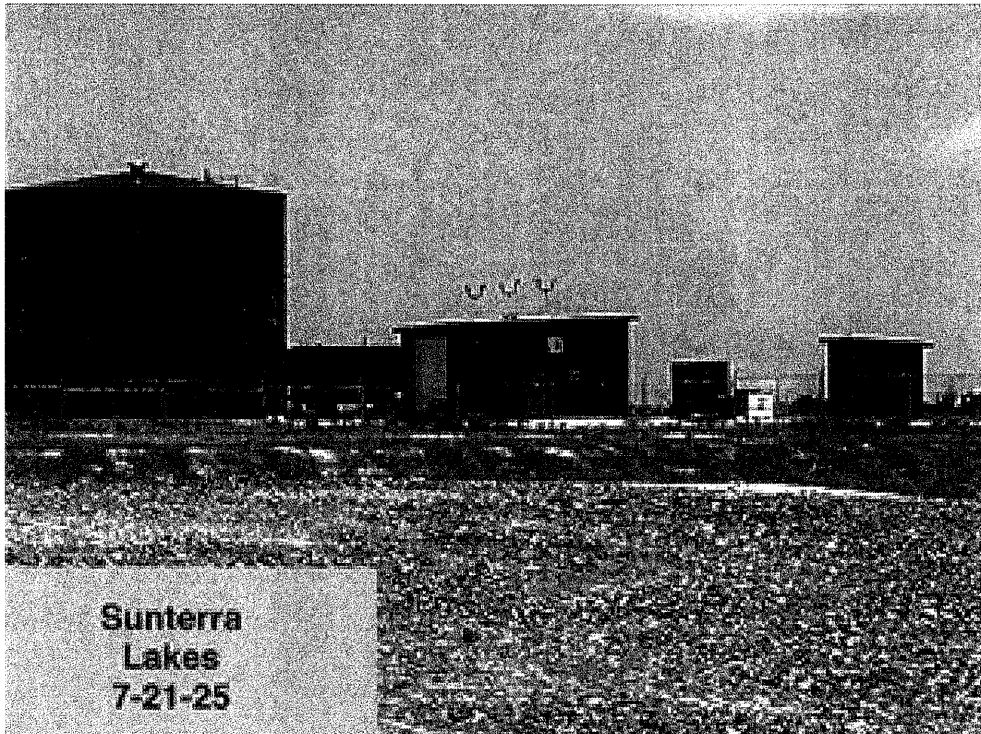
- TMEIC Twinwood laid 426' of 30" HDPE between inlets H5 and H6.



July – 2025

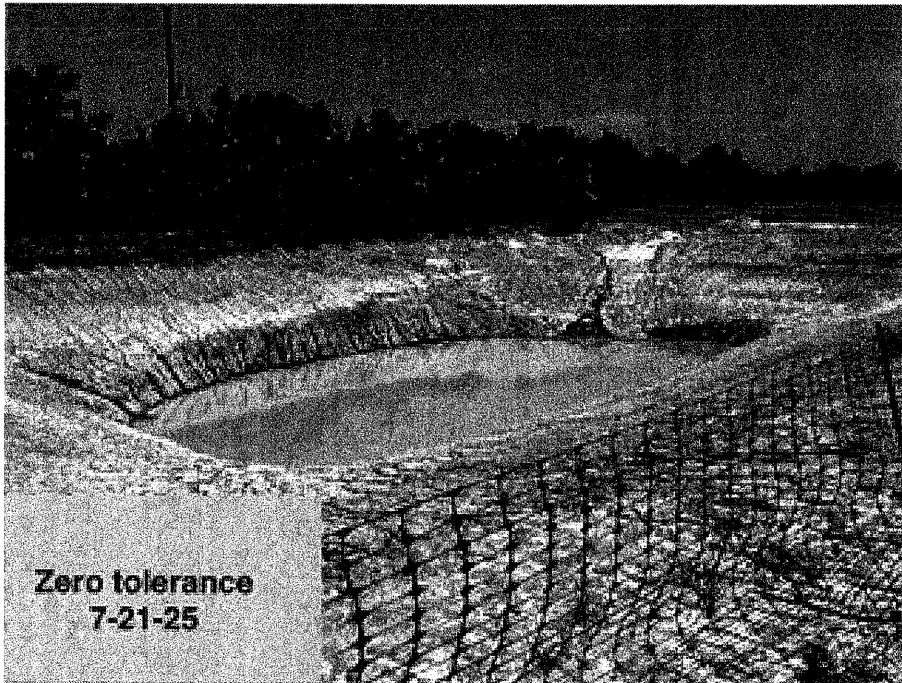
Kari's Daily Report 7/21/25:

- **Sunterra Lakes:** I updated a few of the permits for the development. I couldn't access the water well they still have the temporary fence around it. Paving and street signs have been installed for Phase I, they were installing the privacy fence, and entrance monument off FM 362. The detention ponds are completed for phase I. I met Rocky Machacek with ARM Energy they have their set up just northwest of our channel and they were pigging out the air of the lines.



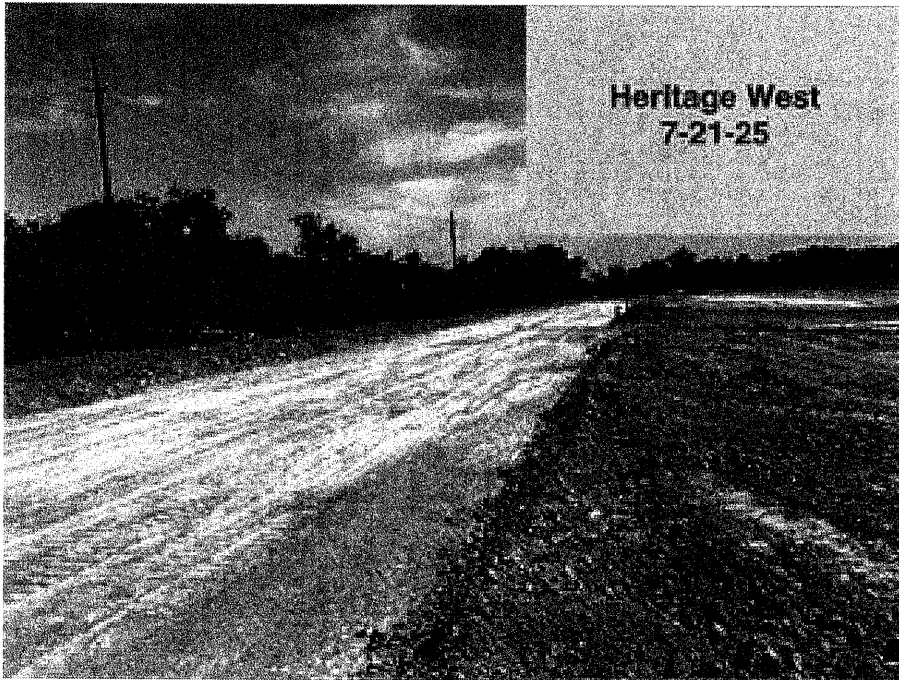
- **Zero Tolerance/Clapp Rd:** No one was on the site. The detention pond was still idle. They have a concrete pad added to the site with plumbing stacks.

July – 2025



July – 2025

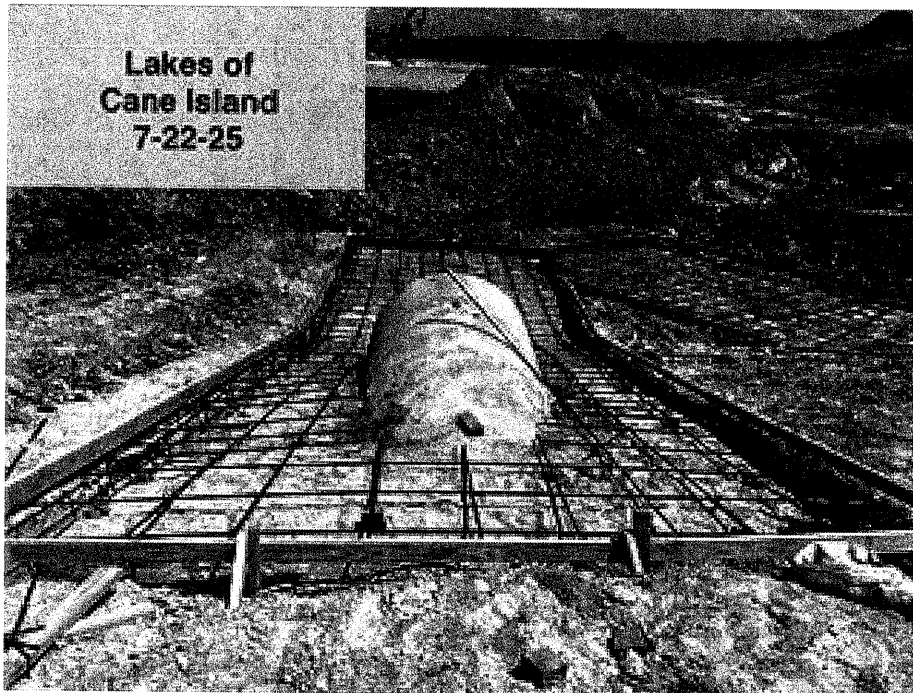
- **Heritage West:** I received an email from Nate Davis with Fellers & Clark LP. He updated me with the status for the site. They are about 50% complete with the 8x5 RCB under the tunnel under the pipeline corridor on the east side of the project. They have about 2 more weeks to finish the tunnel and then they will connect everything, and slope pave the outfall. The paving contractor is paving Schlipf Rd.



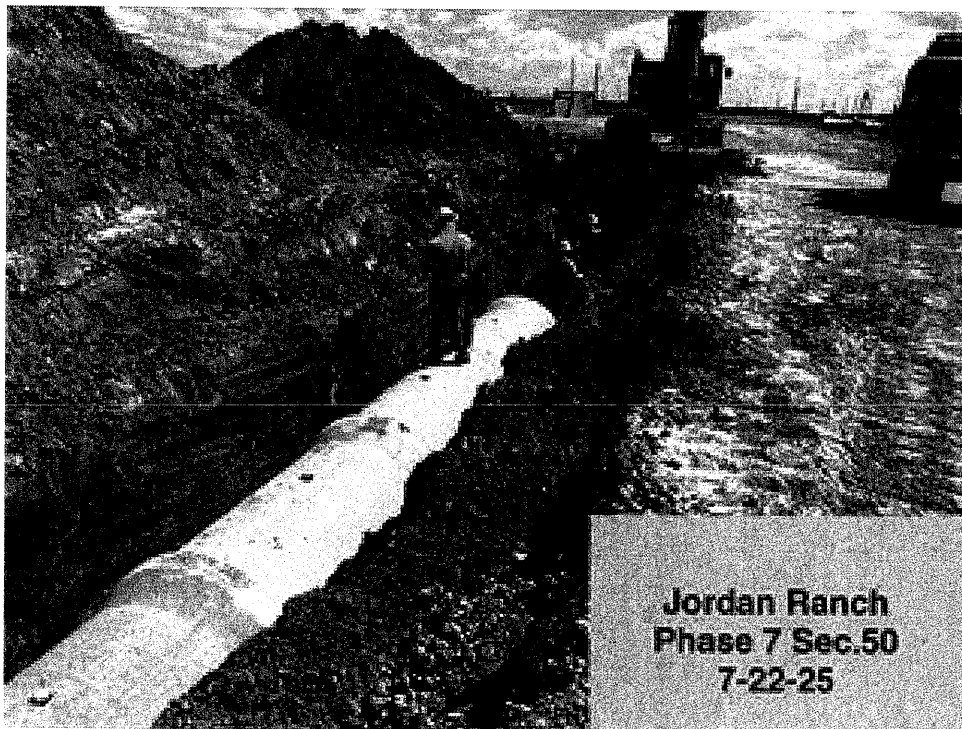
Kari's Daily Report 7/22/2025:

- **Lakes of Cane Island:** Inspected the rebar for the combined outfall. They had some sediment and a few rebar places along the footing that needed to be corrected. I emailed Hurtado regarding cracks within the grouting at the FES (flared end section) of the outfall.

July – 2025



- **Jordan Ranch Phase 7 Sec. 50:** Inspected a section of RCP being installed for section 50 in phase 7 of Jordan Ranch. They installed more than 474'ft of 30" RCP. They used 1'ft of stabilized around the pipe. No issues observed.



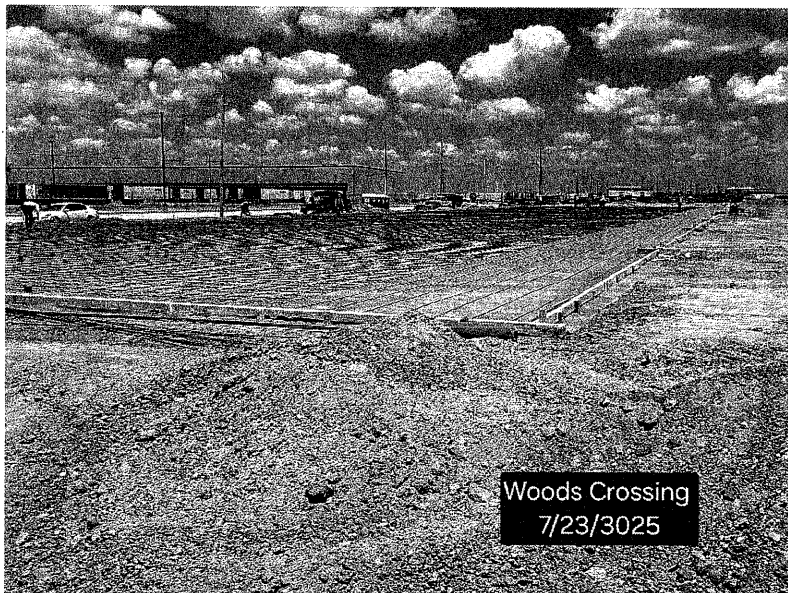
July – 2025

7/23/2025 - Wednesday

- TMEIC Twinwood laid 174 feet from inlets H4 to H3 to H2 to H1.



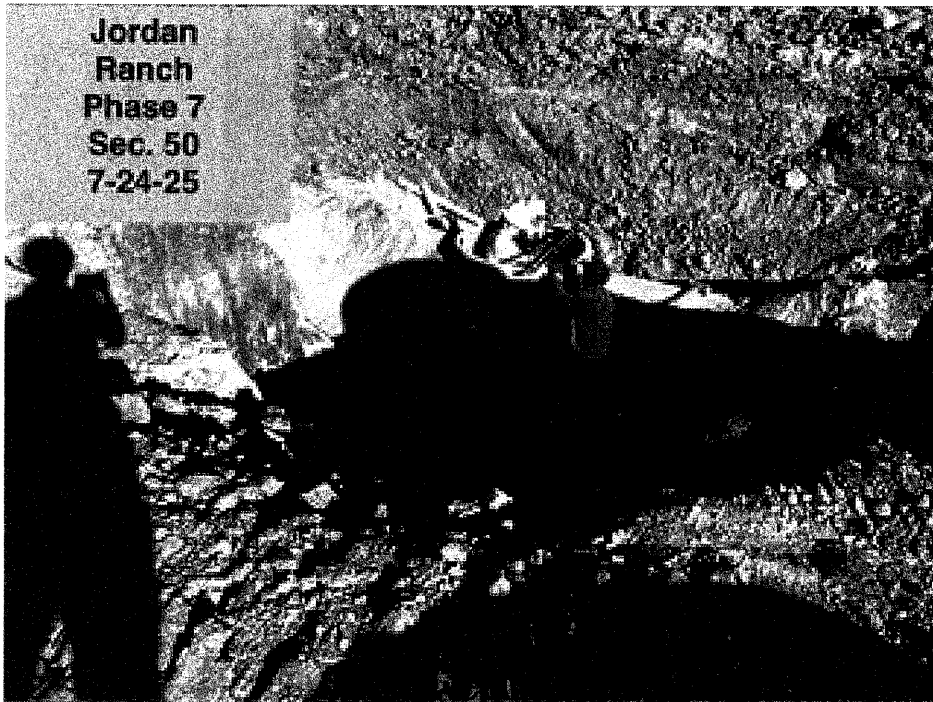
- Woods Crossing was tying rebar for the slab of a building.



Kari's Daily Report 7/24/25:

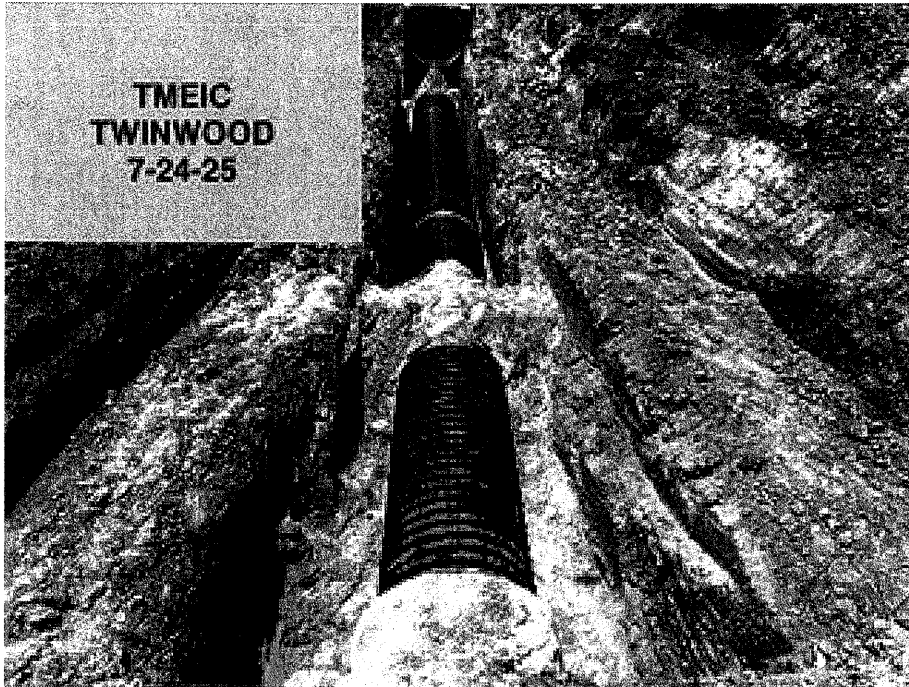
July – 2025

- **Jordan Ranch Sec.50:** All RCP for stormwater has been installed. They were working on manholes and inlets today. No issues observed and section 45 by the last detention pond installed will be starting over the next several weeks for phase 7.

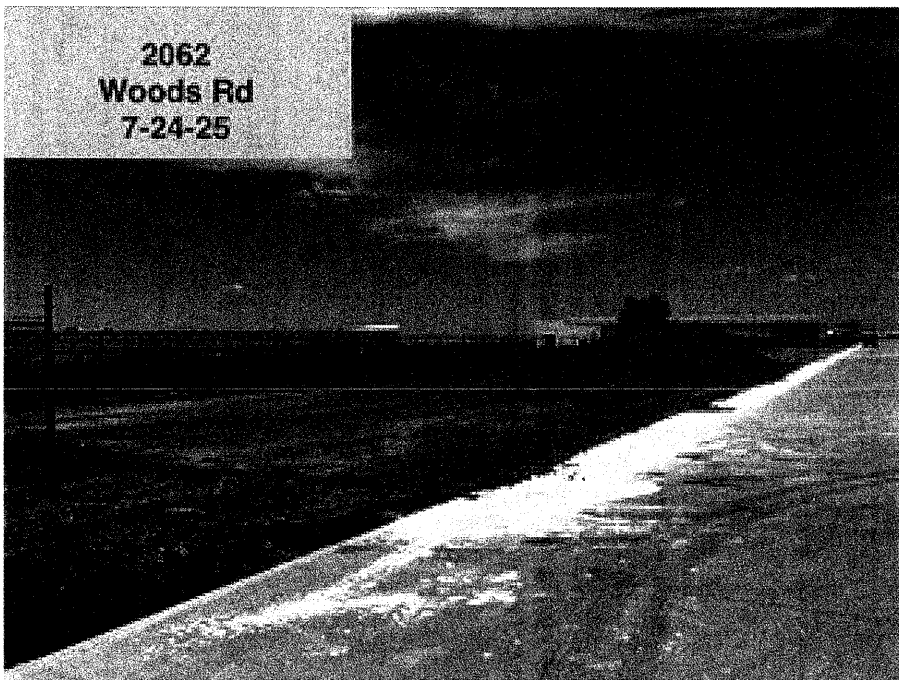


- **Texas Heritage/Target:** 396 feet of 24-inch storm sewer. 67 feet of 15-inch storm sewer. Manholes G3 to G8. CZ inlet G6. Paving has started in the same section for the new Target location. More pictures are added in the field map app.
- **TMEIC Twinwood:** I inspected more than 100'ft of HDPE pipe, and 2 MH, and inlet. No issues observed. They are working on installing more storm pipes for an inspection tomorrow.

July – 2025

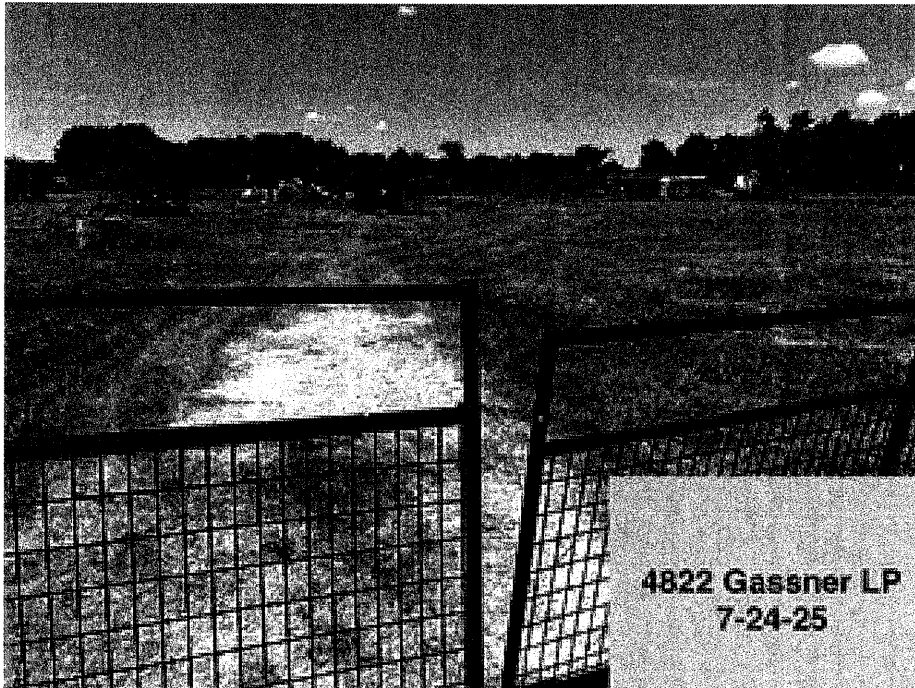


- **2062 Discovery Hills:** I observed fill dirt behind 2062 Woods Rd on the Discovery Hills side of the road. This project is permitted; they are working on the pavement installation to extend the truck turn around.



July – 2025

- **Gassner and Kellner:** A complaint came in from our office reporting possible impervious fill on the property. I inspected the property in question; it is owned by 4822 Gassner LP. I didn't observe any impervious fill on the property, only removing trees and grubbing around the property. The only fill I saw was on the Kellner side of the property and not enough to report a violation. No one was on site that I could talk to about the plans for the property and the gate was locked.



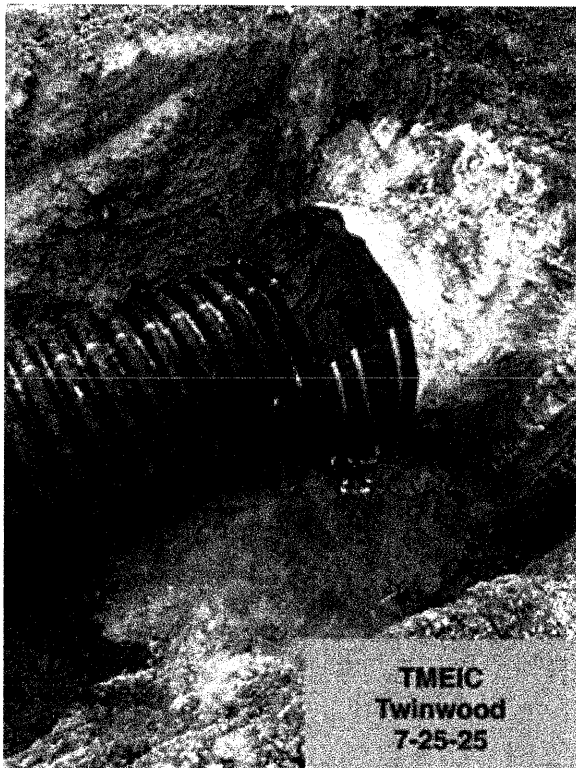
Kari's Daily Report 7/25/25:

- **Royal Elementary School:** The school is due to open before the start of the school year in August. I spoke with the Superintendent for Tellespen I made sure is aware to submit as built once completed.

July – 2025



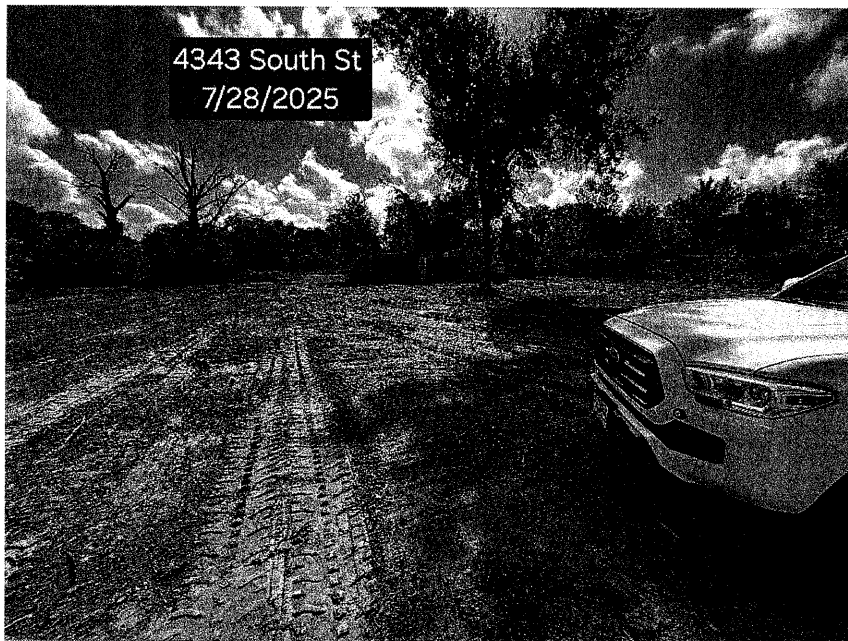
- **TMEIC Twinwood:** Inspected the storm pipe for TMEIC. They installed 109'ft of 30" HDPE from inlet H6 to H5. No issues observed.



July – 2025

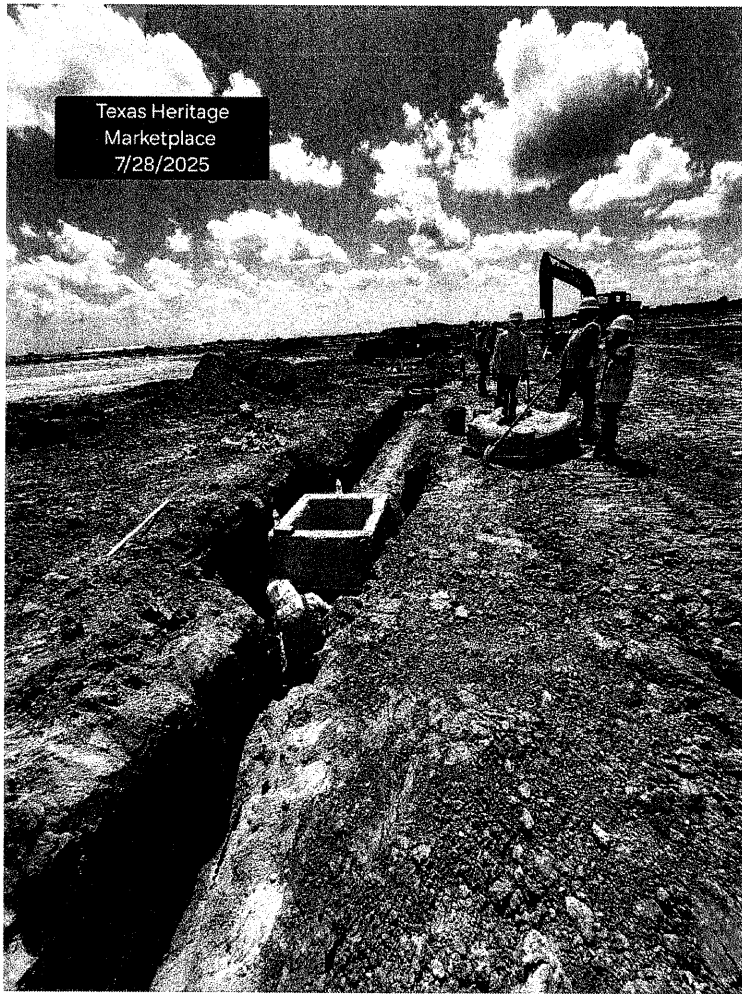
7/28/2025 - Monday

I checked on some property that Marvin said was being cleared and the office had no record of a request or permit for this property. Waller-CAD has it listed as 4343 South St, Property ID: 22429, a 0.72 Acre Tract of land. No one was on site, the trees have been removed and piled around the perimeter. This property is owned by Joel Coughran. We will keep an eye on it.



- At Texas Heritage Marketplace I inspected several sections of storm sewer pipe that had been laid at several different places.

July – 2025



- Heritage West is continuing to push the RCBs under the pipelines on the east side of the project

July – 2025

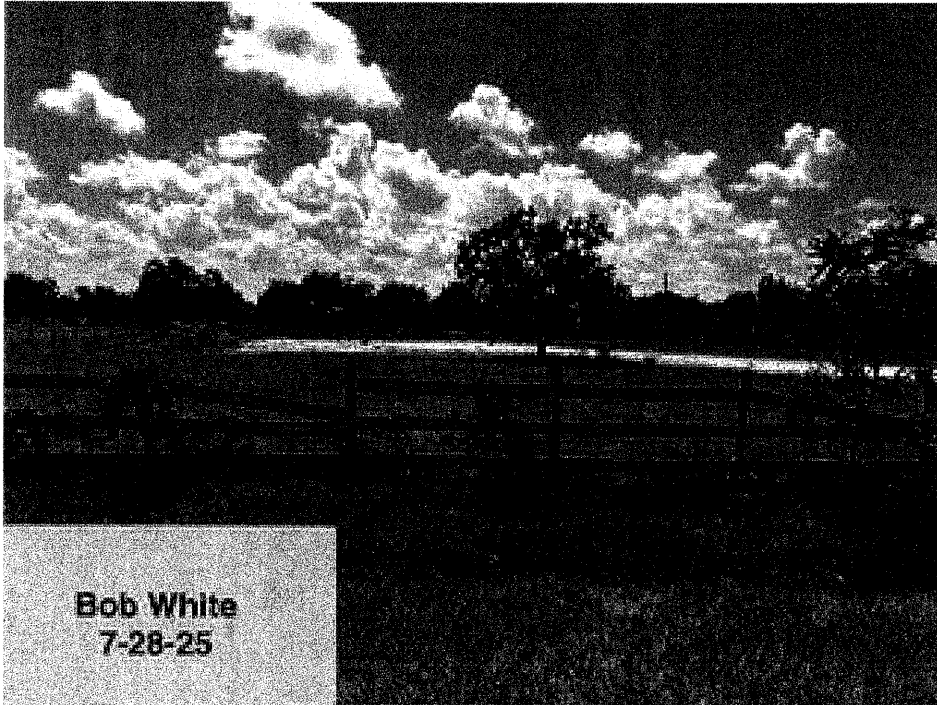
- TMEIC Twinwood a section of pipe from box A5 to B4, B3, B2 and B1 with 62 feet of 18 inch, 125 feet of 15 inch and 64 feet of 13 inch. Another section from A6 to C4 and C3 with 123 feet of 15 inch.



July – 2025

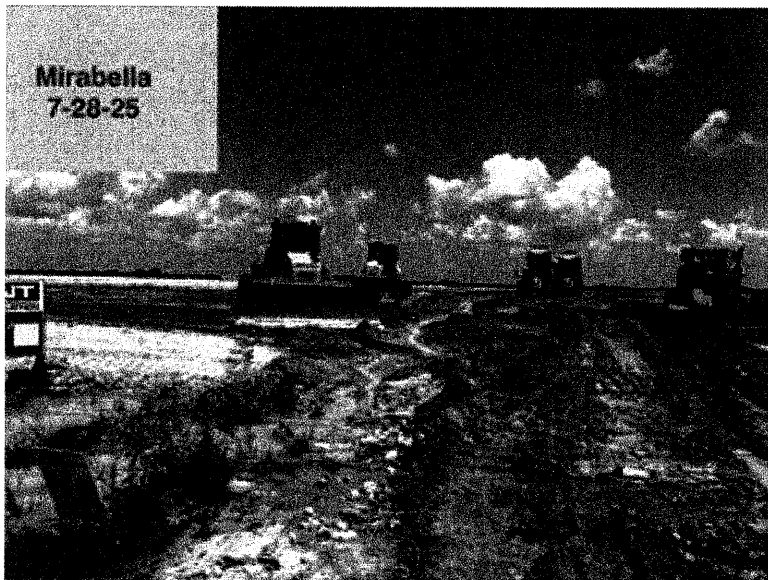
Kari's Daily Report 7/28/25:

- **Bob White:** I observed fill dirt on a vacant property (property ID: 249771). The property is 1.87 acres, no one was present at the time of my observation.



- **V-Energy Buildings 4,6, and 9:** I inspected the sites to see the status of the buildings. They have installed all storm pipes. I am just updating the sites since the permits are still open. They are still under construction all 3 buildings have the shells up.
- **Mirabella:** Victor Gutierrez, the Project Manager for the site stated at the end of last week that they are starting the excavation and starting boring for ponds 5 & 6. Once the boring is completed, they will begin installing the utility boxes to create a permanent connection between both ponds. The site was too wet to access today, and there was a minimal crew on site.

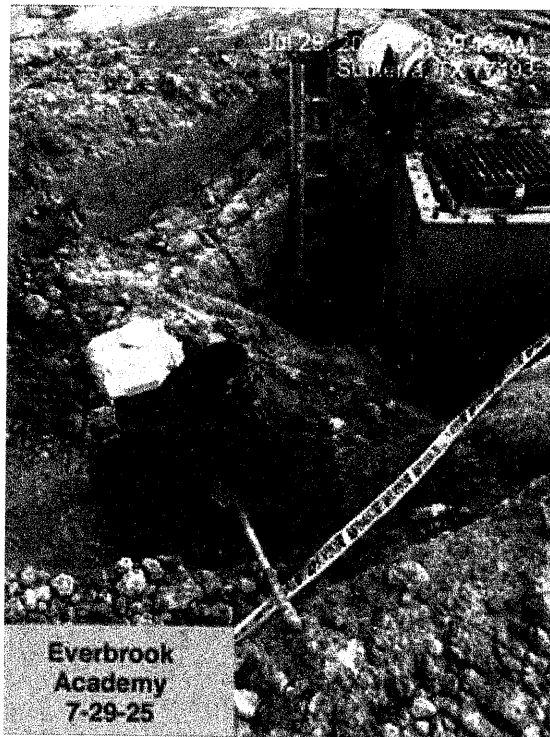
July – 2025



Kari's Daily Report 7/29/25:

- **Everbrook Academy:** Installation of 23'ft of HDPE, they were working on the grouting for the inlet. I observed 1 small issue with the crack in the inlet, they were making repairs with the grouting at the base of the inlet.

July – 2025

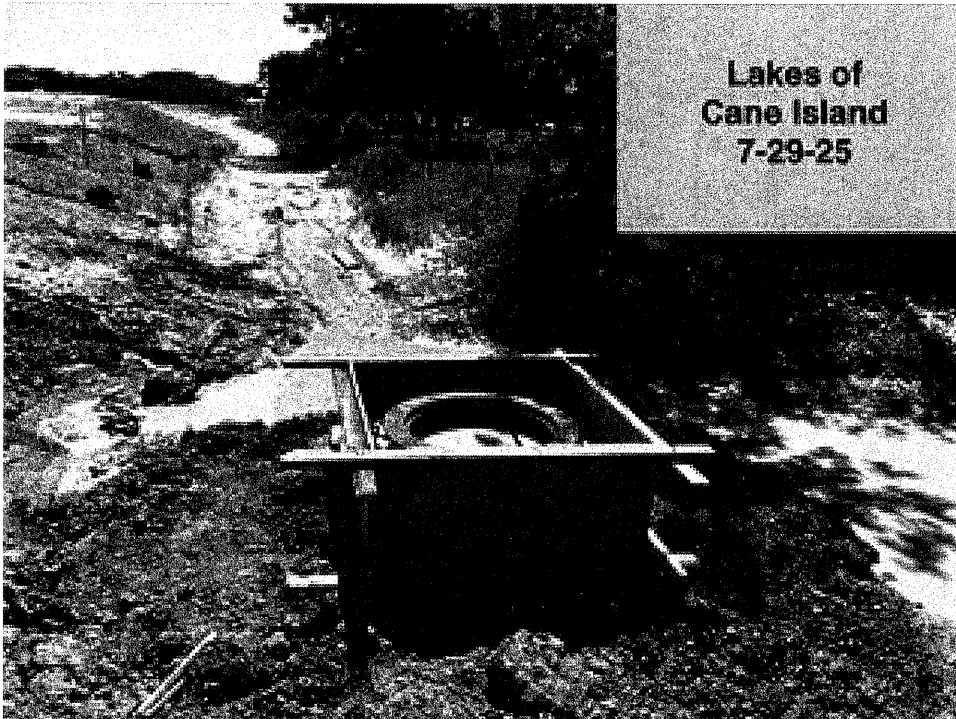


- **TMEIC Twinwood:** I inspected 124'ft of 15" HDPE, and 125'ft of 12" HDPE no issues observed. I didn't see any notes in the field map app from the 7/28/25 inspection. They installed 4 inlets, 125'ft of 15" HDPE, and 12" HDPE inspection done on 7/28/25, no issues noted.



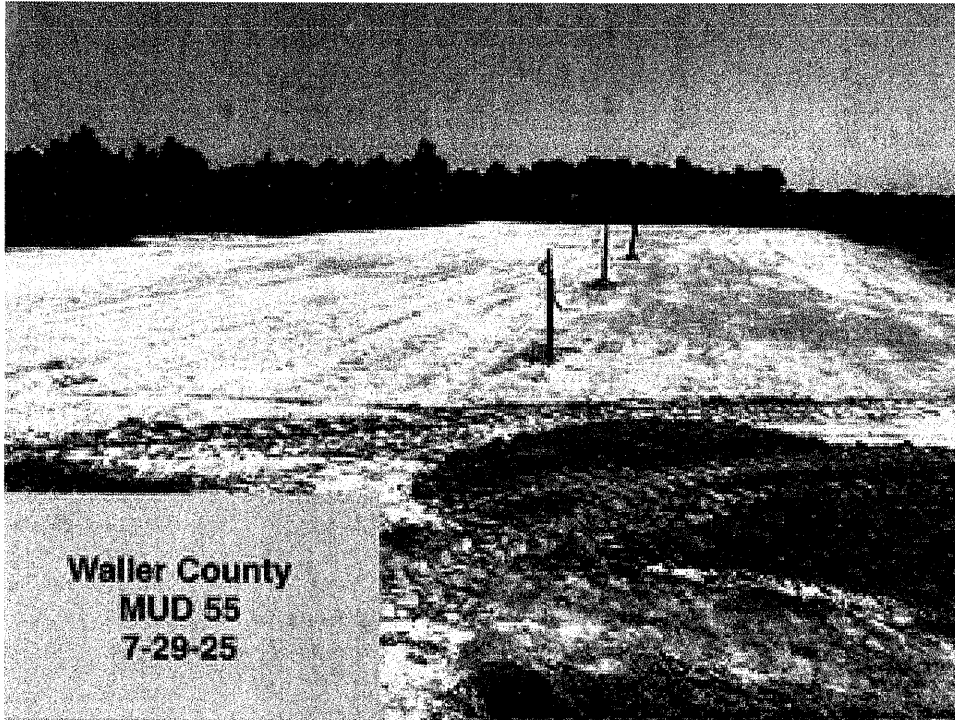
July – 2025

- **Lakes of Cane Island:** An inspection was requested for rebar for outfalls. Today the inspection was for manholes. 4 inlets were inspected and no issues observed. Concrete was poured at 11:30 a.m.

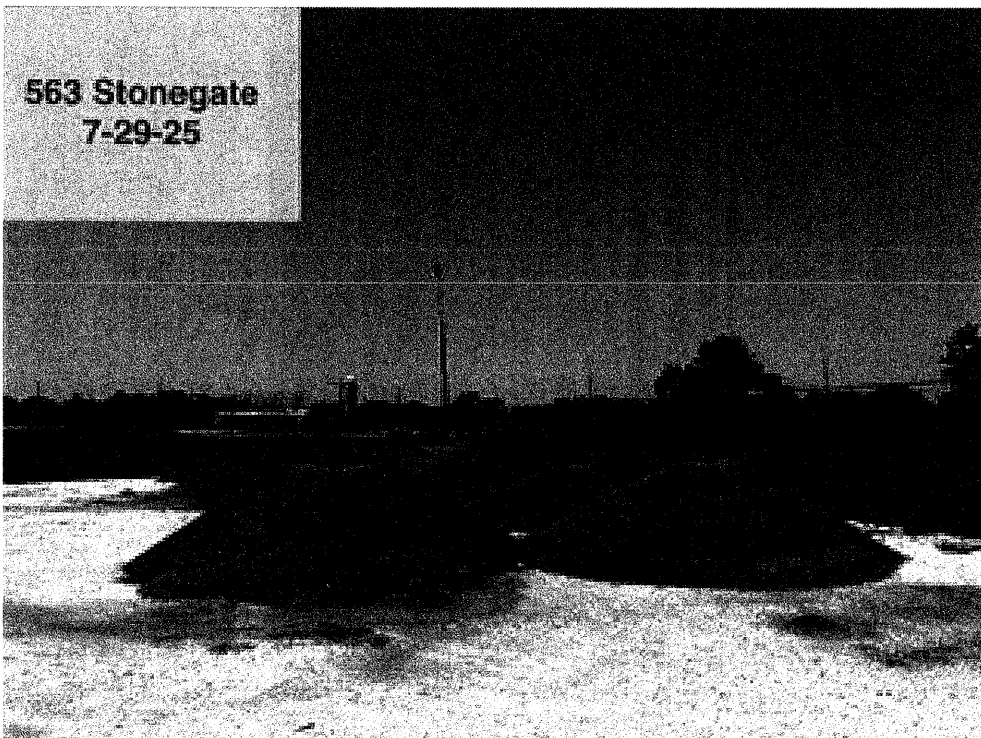


- **Waller County MUD 55:** Callum McBeath the Superintendent with WW Payton requested for an inspection for 77'ft of 10" C900 storm pipe. The pipe was installed they still needed to add more stabilized sand top of pipe. They installed it all the way up to the spring line. A pad was installed as well, no issues observed.

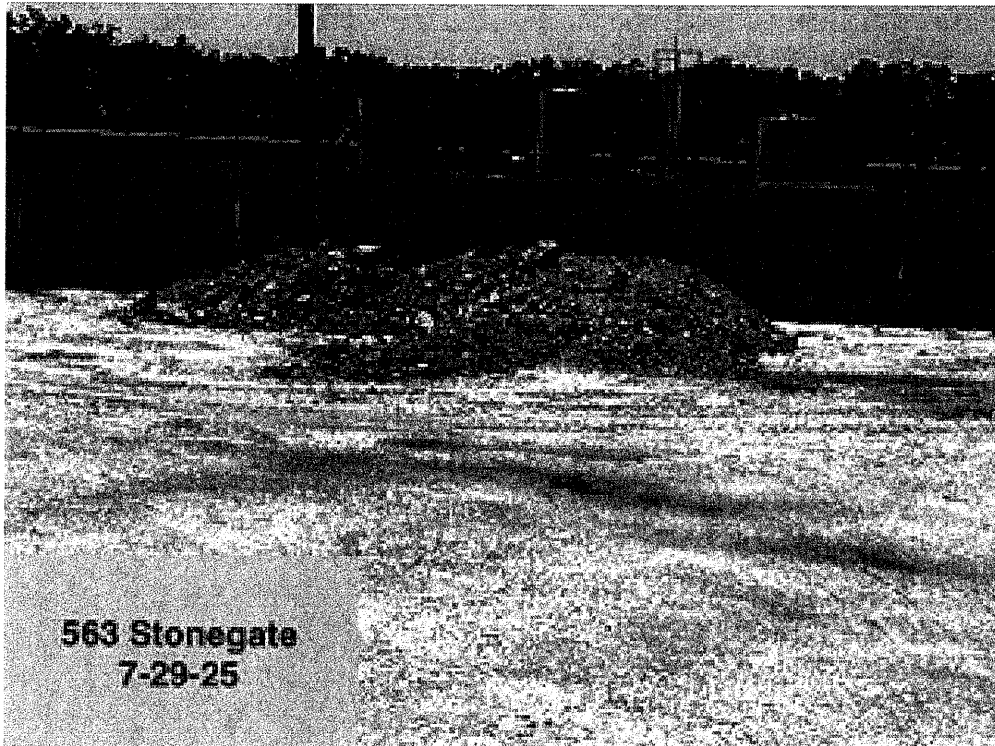
July – 2025



- **563 Stonegate:** This site was in the field map app under the legacy permit side. There weren't any plans to review but today I did observe impervious fill in several piles towards the back northwest corner of the site and the gate to the site was open.



July – 2025



7/30/2025 - Wednesday

- I worked in the office the majority of the day on reports and reviewing plans.
- I visited the property at 4343 South St. No one was on site and the backhoe has been removed. The small portable building was still there.
- I didn't notice any storm work happening in the area I traveled.

July – 2025

Kari's Daily Report 7/30/25:

- **TMEIC Twinwood:** I inspected more than 200'ft of 15" and 20" HDPE. No issues observed.



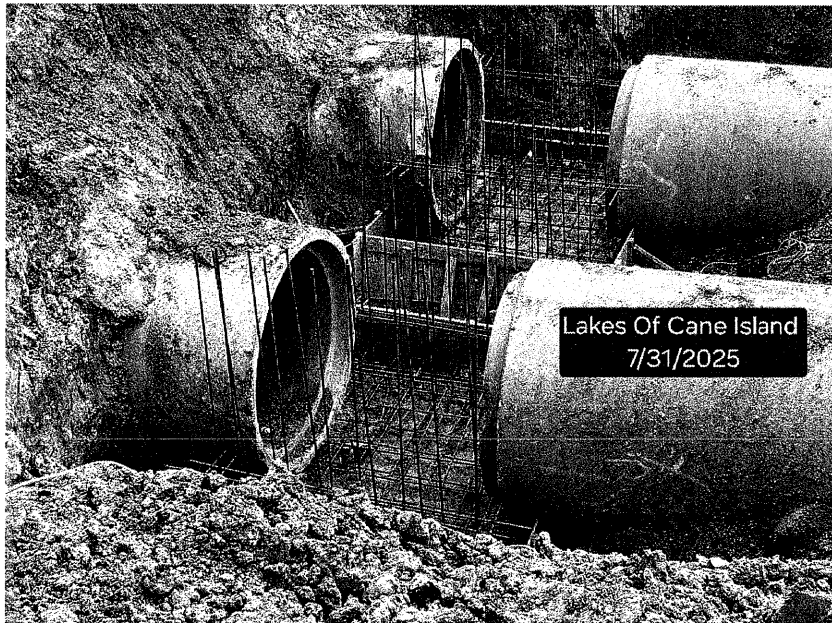
- **Discovery Hills Commerce Center:** There are 7 buildings on the Discovery Hills side for the Commerce Center and 2 that are on the Twinwood side. They have started doing the installation for 3 pads. No issues observed.
- **Lakes of Cane Island:** I inspected the rebar for the detention pond. I observed a few issues with the rebar not being tied together to the left side of the wall. More risers needed to be added in places along the center of the slope. All was corrected prior to the concrete pouring of the slope. I met Nathaniel Cazares with AARK Engineering who was there to inspect the rebar on behalf of the City of Katy.

July – 2025



7/31/2025 = Thursday

- Lakes of Cane Island poured the bottom of tow junction boxes.



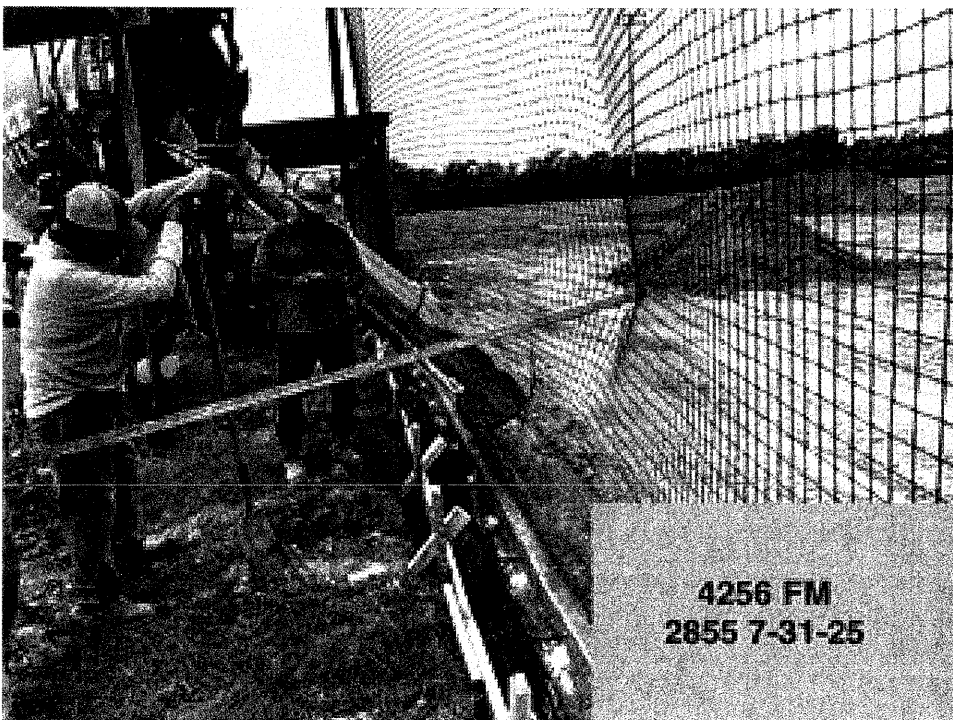
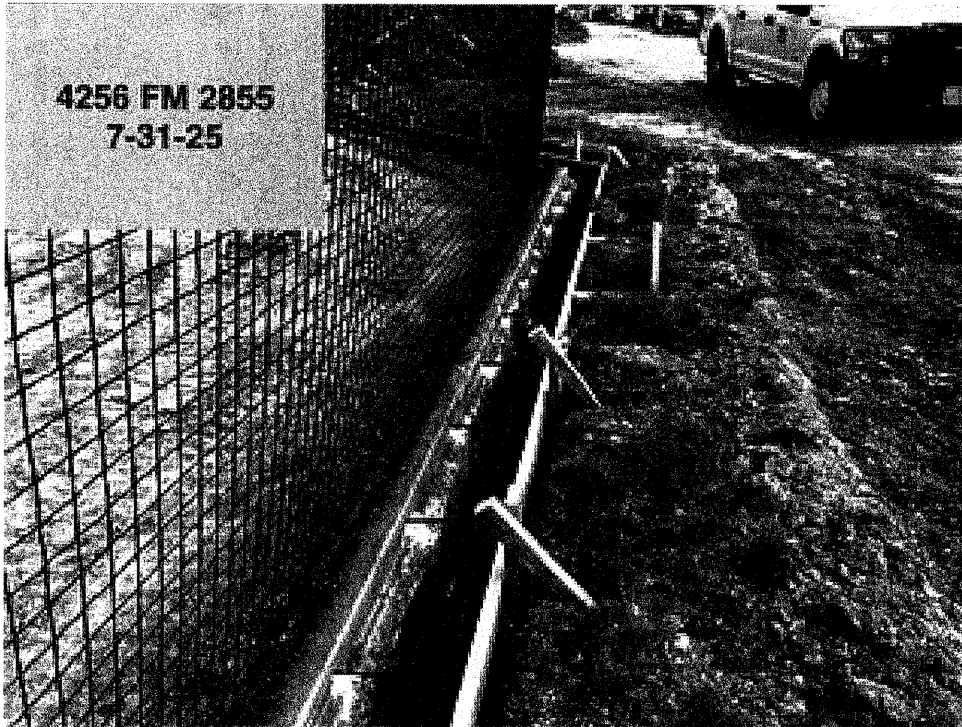
July – 2025



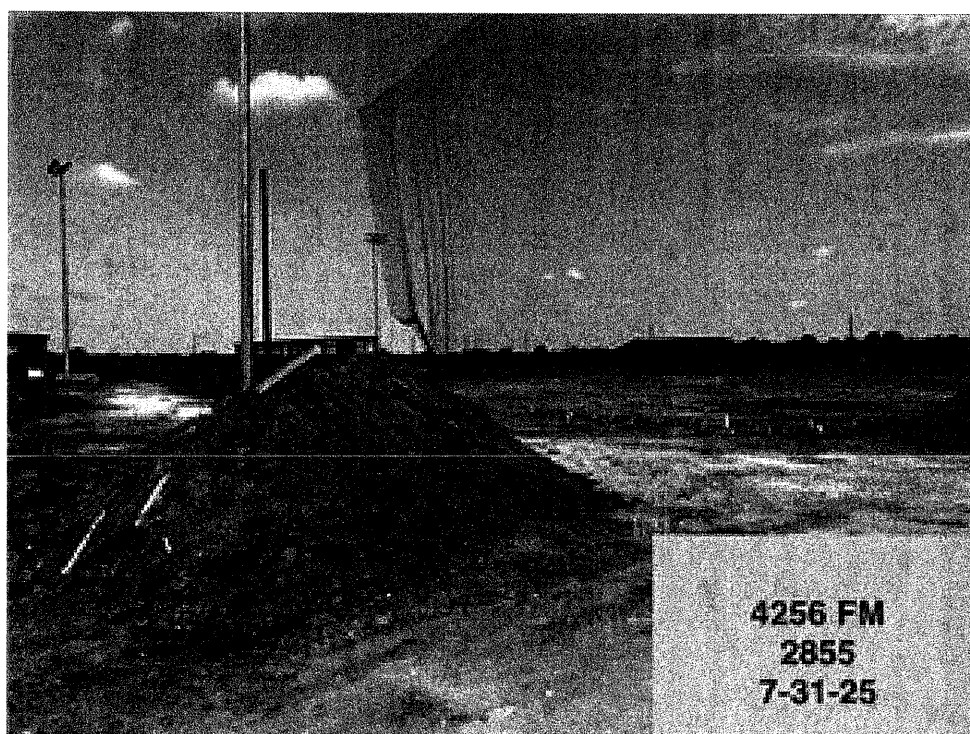
Kari's Daily Report 7/31/25:

- **4256 FM 2855:** I observed work on the ball fields was going on as I saw concrete trucks entering the property. There have been previous issues with this property in the past that is being handled by BKDD administration. I called Buddy to see how to proceed with the work going on with the property. Buddy advised that they still hadn't obtained the necessary permits to do work. He stated that they needed to cease all work. I spoke with the concrete contractor foreman as they were getting ready to pour forms around the perimeter of the fields. I provided him with my card and explained that all work needed to cease and to have his boss call our office. A few minutes later I received a call from a woman named Jocelyn who stated that she is the new owner that she had taken over within the past few days. I explained to her the reason for the shutdown of the site. She was upset and asked several times for more information. I deferred her several times to call and speak to our office and provided her the office number and to ask for Buddy. Within a few minutes of her calling a gentleman named Frank who stated was the previous owner. He was upset and requested more information and stated several times he did nothing wrong and was accused by the new owners of being fraudulent on the property. I referred him to call Buddy at the office. I waited to find out after Buddy spoke to all parties if a shutdown was still in process for the site. Buddy confirmed with the new owners what they can and can't do on the property. They have an in person set up in the office on Monday.

July – 2025



July – 2025



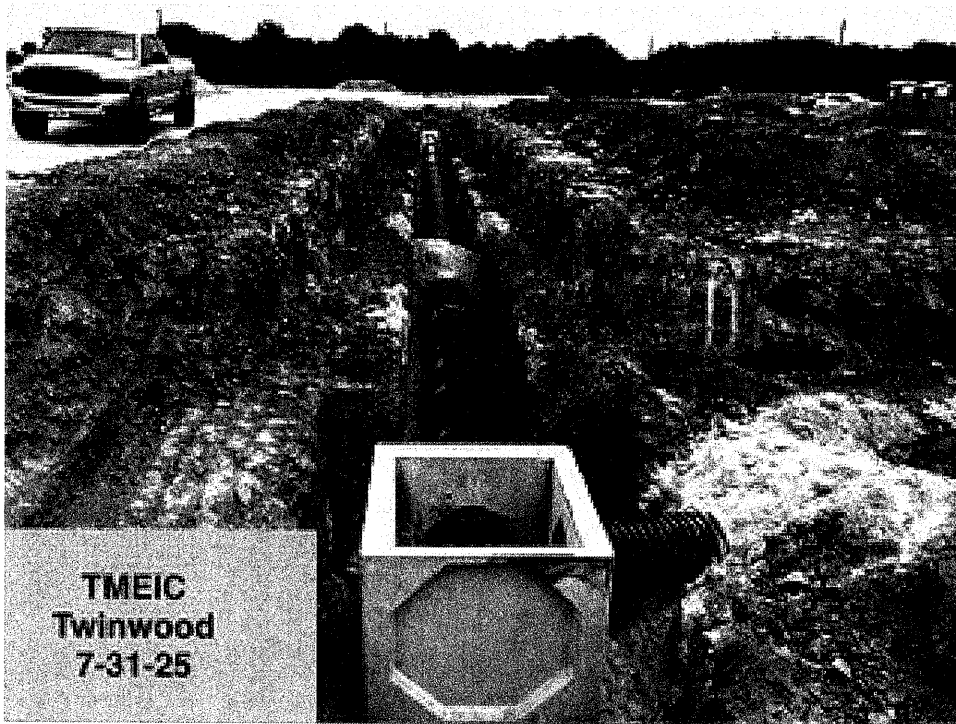
July – 2025

- **Serenata:** I observed work began again for this development. I confirmed with Buddy that permits were approved. The permit was issued on 7/14/25 for detention and mass grading. Permit number #2024-121.



- **TMEIC Twinwood:** Inspection for storm pipe was completed. They installed 163'ft of 24" HDPE, 127'ft of 18" HDPE, another run of 127'ft of 12" of HDPE, 5 junction boxes were installed. They were grouting the boxes the rest of the day and will backfill tomorrow. No issues observed.

July – 2025



WORKSHOP MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

August 18, 2025

The Board of Supervisors of Brookshire-Katy Drainage District (the "District") met in special session, open to the public, at 8:45 a.m. on the 18th day of August, 2025, 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	Supervisor

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

Also attending the meeting were Stan Kitzman, General Manager (teleconference); Buddy Brand, Assistant 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
DISCUSS BROOKSHIRE-KATY DRAINAGE DISTRICT’S 2025-2026 BUDGET

The Board reviewed and discussed the Budget for Fiscal Year Ending September 30, 2026.

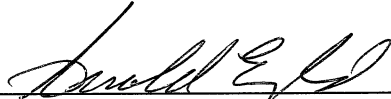
ADJOURNMENT

With no additional matters to discuss, the Board adjourned the meeting at 11:41 a.m.

[EXECUTION PAGE FOLLOWS]

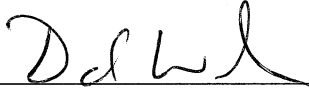
2599

SIGNED this 8th day of September 2025.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors



MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

August 18, 2025

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 18th day of August, 2025, 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 Buddy Brand, Assistant General Manager of the District; Wendy Sidwell, District Administrator; Michael McCarthy, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); 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
DISCUSS AND TAKE POSSIBLE ACTION ON PERSONNEL MATTERS

Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved a \$5,000 annual salary increase for Jessica Gilliam, effective August 19, 2025, as recommended by Ms. Sidwell.

Agenda Item No. 5
RENEWAL OF SMARSH SERVICES AGREEMENT AND INVOICE DATED AUGUST 13, 2025

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the renewal of the Smarsh Services Agreement at the annual cost of \$4,225.17. A copy of the Agreement is attached hereto as Exhibit "A".

Agenda Item No. 6

BROOKSHIRE-KATY DRAINAGE DISTRICT OFFICIAL SEAL

Ms. Sidwell and Mr. Kitman noted challenges of not having a high-resolution electronic image for the current District logo and presented optional high-resolution samples of a new proposed District logo, explaining that the logo would be installed in the boardroom of the new Administration Building and other areas the District logo is used. After discussion, the Board authorized Ms. Sidwell to work with a graphic designer to develop a new logo design.

Agenda Item No. 7

NOBLE BUILDING & DEVELOPMENT'S REQUEST FOR CHANGE ORDER, RFC NO. 03, 04, 05 AND 06

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved the following Change Orders from Noble Building & Development:

Change Order No. 03 in the amount of \$951.00;
 Change Order No. 04 in the amount of \$3,679;
 Change Order No. 05 in the amount of \$8,337.50; and
 Change Order No. 06 in the amount of \$1,718.62.

The Change Orders are attached hereto as Exhibit "B".

Agenda Item No. 8

DISCUSS AND TAKE POSSIBLE ACTION TO AUTHORIZE QUIDDITY, LLC TO ADVERTISE AND ACCEPT BIDS FOR NEUMAN LOW WATER CROSSING

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board authorized Quiddity, LLC to advertise the Neuman Low Water Crossing project for bids.

Supplemental Agenda Item No. 1

ORDER CALLING BOND ELECTION FOR DRAINAGE IMPROVEMENTS FOR NOVEMBER 4, 2025 ("ORDER CALLING BOND ELECTON")

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with Supervisors Arnold England, Pat Keeling, David Welch, and John Chisum voting aye, and Supervisor Blake Beckendorff voting nay, the Board approved the Order Calling Bond Election for Drainage Improvement projects within the District in the amount of \$100 million.

Supplemental Agenda Item No. 1

ORDER CALLING OPERATIONS AND MAINTENANCE TAX ELECTION FOR NOVEMBER 4, 2025 ("ORDER CALLING TAX ELECTION")

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with Supervisors Arnold England, Pat Keeling, and David Welch voting aye, and Supervisors John Chisum and Blake Beckendorff voting nay, the Board approved the Order Calling Operations and Maintenance Tax Election of \$0.15 per \$100 valuation.

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 10:41 a.m.

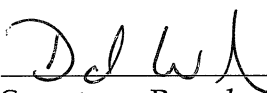
[EXECUTION PAGE FOLLOWS]

2602
SIGNED this 8th day of September 2025.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors



Exhibit	Description
Exhibit "A"	Smarsh Services Agreement
Exhibit "B"	Change Orders Nos. 03-06



Unified Form (PO: 105742, Service Account Number: 303280)

Renewal - Brookshire Katy Drainage District, TX

Account Rep	Bethany Cloutier	Customer	Brookshire Katy Drainage District, TX
Email	bethany.cloutier@smarsh.com	Service Address	1111 Kenney St. Brookshire, Texas 77423
Company	Smarsh Inc.	Billing Contact	Greg Henry
Prepared on	13-Aug-2025	Contact Phone	(713) 816-4353
Valid until	19-Nov-2025	Contact Email	ghenry@xpernet.com
Start Date	19-Nov-2025	Technical Contact	Greg Henry
Renewal Date	19-Nov-2026		
Billing Frequency	Annual		
Order Type	Renewal		

Services	Unit Price	Minimum Quantity	Minimum Commitment
Unified			
Platform - Professional Archive - SMG	\$817.52	1	\$817.52
Verizon - Professional Archive Capture	\$170.38	20	\$3,407.65
Smarsh Support			
Professional Support - Basic		1	
Annual Recurring Service Fees Subtotal			\$4,225.17
One-Time Fees Subtotal			\$0.00
Contract Total			\$4,225.17

Notes

All prices quoted are before tax. Applicable taxes will be added at time of invoicing. If you are tax exempt, please send a current copy of your tax-exempt certificate to accounting@smarsh.com



Terms & Conditions

The Services are subject to the terms and conditions of this Order Form and (i) the Smarsh Service Agreement available at www.smarsh.com/legal/ServiceAgreement (ii) the Service Specific Terms referenced in or attached to this Order Form, and (iii) any exhibits or attachments to this Order Form that may amend, supersede, or append the terms referenced herein (collectively "Agreement"):

SERVICE SPECIFIC TERMS

- The Professional Archive Service Specific Terms available at <https://www.smarsh.com/legal/SSTProfessionalCloud>;
- Mobile Channels Service Specific Terms available at <https://www.smarsh.com/legal/SSTMobilityChannels>;

TERM

The Term of the Services will begin on the Start Date set forth on the first page of this Order Form, or if no Start Date is stated, the execution date of this Order Form, and will continue for the Subscription Term specified on the first page of this Order Form. For Services added during Client's existing Term, the Term of the Services will sync to and co-terminate upon Client's Renewal Date set forth above. Renewal of the Services is subject to the terms of the Agreement.

INVOICING

The Recurring Service Fees and One-Time Fees ("Fees") will be invoiced at the billing frequency set forth on the first page of this Order Form. For usage overages, Smarsh will invoice Client for any usage over the minimum quantities at the same per unit rate as indicated in the first page of this Order Form on a regular basis in arrears. Client agrees that the Recurring Services Fees set forth in this Order Form are Client's minimum commitment for the Term.

DATA MANAGEMENT FEES – PROFESSIONAL ARCHIVE

If not priced above or set forth on a separate Order Form between Smarsh and the Client for the applicable data management services requested by the Client, the following standard data import, conversion (if applicable), and storage Fees for data imports Client's Professional Archive shall apply to data imports during the Client's term:

Data Imports - One-time Fee (25 GB Minimum)	\$10.00/GB
Import Data Conversion Fee (25 GB Minimum)	\$3.00/GB
Data Storage – Annual	\$2.50/GB



Amendment to the Smarsh Service Agreement

This Amendment ("**Amendment**") amends the Smarsh Service Agreement located at <https://www.smarsh.com/legal/ServiceAgreement> between Smarsh Inc. ("Smarsh") and Brookshire Katy Drainage District, TX Client") ("**Agreement**"). This Amendment is effective as of the date last signed below, or on the date (i) the Client signs the Order Form to which this Amendment is attached. Capitalized terms not defined in this Amendment have the meaning provided in the Agreement.

WHEREAS, Client has requested certain modifications to the Agreement, and Smarsh has agreed to such modifications as set forth below;

THEREFORE, Client and Smarsh agree as follows:

- 1) **Conflict.** In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall control with respect to the clauses and language modified by this Amendment.

- 2) Section 6.3 of the Agreement is hereby deleted and replaced with the following language:

6.3. Renewals & Non-Renewal – Limited Term. The Services that are provided on a recurring basis will not renew automatically for an additional, successive 12-month Service Term. The Services may be renewed by Client for an additional, successive 12-month Service Term (each a "Renewal Term") upon the execution of a renewal Order Form prior to the expiration of the then current Service Term. Smarsh may elect not to renew a Service by providing no less than 30 days written notice to the Client prior to the end of the then current Service Term.

- 3) Section 7.7 of the Agreement is hereby deleted and replaced with the following language:

7.7 Taxes. All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

- 4) Section 8.2 of the Agreement is hereby deleted and replaced with the following language:

8.2. Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement ("Agents"); or (iii) pursuant to a public records request under those laws applicable to the Client and only to the extent that such confidential information is not subject to an exemption from such public record request, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

- 5) Section 11.1 of the Agreement is hereby deleted and replaced with the following language:

11.1. Client Indemnification. To the extent permitted by those laws applicable to the Client, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability



thereunder, Client will defend and indemnify Smarsh, its officers, directors, employees, and agents, from and against all third party claims, losses, damages, liabilities, demands, and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to (i) Client Data and Client's use of Client Data, (ii) Smarsh's use of Client Data in accordance with this Agreement, and (iii) Client's use of the Services in violation of this Agreement or applicable laws, rules, and regulations. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section; (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim.

6) Section 13.5 of the Agreement is hereby deleted and replaced with the following language:

13.5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict/choice of law principles.

7) Section 13.11 of the Agreement is hereby deleted and replaced with the following language:

13.11. Amendments. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

8) The following language is added to the Agreement as Section 14 – SLED Additional Terms.

14.1 Insurance. Smarsh shall, on a primary basis and at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, necessary and appropriate to provide the Services under this Agreement. Smarsh agrees to provide, once every 12 months and upon written request by the Client, a summary of Smarsh's insurance coverage for review by the Client. In addition, Smarsh agrees to use commercially reasonable efforts to provide at least 30 days prior written notice of any material adverse changes to Smarsh's insurance coverage.

9) Except as otherwise set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. This Amendment, together with the Agreement is the entire agreement between the parties, and supersedes all prior agreements between them, whether written or oral in nature



Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

☐ No

☐ Yes – Please complete below

Upon signature by Client and submission to Company, this Order Form shall become legally binding unless Company rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By _____ Name: _____

Date: _____ Title: _____

Noble Building & Development, LLC

7 Ketchum
 Angleton, Tx 77515
 Phone: (979) 549-0716
 Fax: (979) 849-5617

Request for Change Order

To: Brookshire-Katy Drainage Dist
 1111 Kenney Street
 Brookshire, TX 77423
 Project: BKDD Admin Building

RFC No: 03
 Date: 08/01/2025
 Description: Storage Room 123 Flooring

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

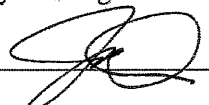
Upon approval the sum of \$0.00 will be added to the contract price.

Original Contract	\$2,286,000.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$2,286,000.00
This Request	\$951.00
Other Pending Requests	\$-59,343.60
Total Contract plus Pending RFCs	\$2,226,656.40
Cost Codes Breakdown:	
00.000006: Original Allowance	-\$951.00
09.651900: Vinyl Composition Tile	+\$951.00
Original Allowance	\$39,340.00
Remaining Allowance	\$38,389.00

Along with this change to the Contract amount, please add 0 days to the construction schedule.

Authorized Signature:  Date: 8/01/2025
 Noble Building & Development, LLC

Authorized Signature: _____ Date: _____
 Brookshire-Katy Drainage Dist

Authorized Signature:  Date: 8.12.2025
 LDDBlueLine

BKDD - Admin Building

Request for Change Order

Storage Room 123 Flooring

General Requirements	Hours	Rate	Total
Project Manager	0	\$75.00	\$0.00
Superintendent	0	\$60.00	\$0.00
Foreman	0	\$50.00	\$0.00
Specialist	0	\$45.00	\$0.00
Craftsman	0	\$40.00	\$0.00
Apprentice	0	\$35.00	\$0.00
Helper	0	\$30.00	\$0.00
Operator	0	\$50.00	\$0.00
Insurance/Bond	1	\$23.36	\$23.36
Total			\$23.36
Equipment			
			\$0.00
Total			\$0.00
Material			
			\$0.00
Total			\$0.00
Subcontractor			
Pinnacle Tile & Flooring	1	\$806.64	\$806.64
Total			\$806.64
Subtotal			\$830.00
Mark Up OH&P (15%)			\$121.00
Total Change Order Amount			\$951.00

Date: 1/27/2025
Revised: 7/30/2025

Pinnacle Tile & Flooring, Inc.

Potential CO1 - Change from Sealed Concrete to Carpet Tile in Storage 123

G.C. Noble Building and Development
 7 Ketchum Ct
 Angleton Tx
 Tel: 979-549-0716
 Fax:

Project: Brookshire Katy Admin Bldg
 Katy, Tx

Attn: Blake Nelson
 bnelson@noblebdllc.com

Scope of work to include areas as follows:

Area	Material	Description
Storage 123	CPT-1 - Carpet Tile TBD Given Selections	Glued to Floor

Specifications as follows for above work,

Inclusions,

Price includes all materials, labor, and applicable sales tax on materials only
 Bid pricing valid for 30 days following bid submittal.

Exclusions,

Floor prep to be done according to manufacturers recommendations.
 Additional float to be charged at \$47.50 per 10lb or 25lb bag, \$80.00 per 50lb bag, if needed
 Floor Protection not included. GC to protect installed flooring. Cost provided below if desired
 Moisture testing, moisture mitigation not included if needed
 Bid pricing excludes prevailing wages and certified payroll

NOTES: Toilet, water, dumpster, & electricity provided by GC
 Night/overtime work excluded from pricing

Based on the above mentioned scope of work, and plans dated 1/02/24, we hereby submit the following bid amount:

Total Carpet Flooring	-----	\$	938.88
Total Sealed Concrete Deduct	-----	\$	(132.24)
Total Potential CO1 - Carpet Tile in Storage 123 Change	-----	\$	806.64

Submitted by:

Approved By:



Ethan Reynolds
 Estimator

 Owner Or Owner's Agent

Pinnacle Tile & Flooring, Inc.

407 Alana Ln. Spring, Tx. 77386 Ph (936) 441-0459

Noble Building & Development, LLC

7 Ketchum
 Angleton, Tx 77515
 Phone: (979) 549-0716
 Fax: (979) 849-5617

Request for Change Order

To: Brookshire-Katy Drainage Dist
 1111 Kenney Street
 Brookshire, TX 77423
 Project: BKDD Admin Building

RFC No: 04
 Date: 08/05/2025
 Description: RFI001 Wall & Door Framing

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$0.00 will be added to the contract price.

Original Contract	\$2,286,000.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$2,286,000.00
This Request	\$0.00
Other Pending Requests	\$-59,343.60
Total Contract plus Pending RFCs	\$2,226,656.40
Cost Codes Breakdown:	
00.000006: Original Allowance	-\$3,679.00
08.111300: Metal Doors & Frames	+\$360.00
09.000010: Interior Finishes	+\$2,761.00
15% C/O Mark Up (<i>per contract</i>)	+\$468.15
Original Allowance	\$38,389.00
Remaining Allowance	\$34,710.00

Along with this change to the Contract amount, please add 0 days to the construction schedule.

Authorized Signature:  Date: 8/05/2025
 Noble Building & Development, LLC

Authorized Signature: _____ Date: _____
 Brookshire-Katy Drainage Dist

Authorized Signature:  Date: 8.12.2025
 LDDBlueline

BKDD - Admin Building

Request for Change Order

Storage Room 123 Flooring

General Requirements	Hours	Rate	Total
Project Manager	0	\$75.00	\$0.00
Superintendent	0	\$60.00	\$0.00
Foreman	0	\$50.00	\$0.00
Specialist	0	\$45.00	\$0.00
Craftsman	0	\$40.00	\$0.00
Apprentice	0	\$35.00	\$0.00
Helper	0	\$30.00	\$0.00
Operator	0	\$50.00	\$0.00
Insurance/Bond	1	\$89.85	\$89.85
Total			\$89.85
Equipment			
			\$0.00
Total			\$0.00
Material			
			\$0.00
Total			\$0.00
Subcontractor			
Phoenix Construction Services	1	\$2,761.00	\$2,761.00
BestComm Doors	1	\$360.00	\$360.00
Total			\$3,121.00
Subtotal			\$3,210.85
Mark Up OH&P (15%)			\$468.15
Total Change Order Amount			\$3,679.00

Allowance Tracker		
Original Allowance	\$	42,160.00
Changes	Amounts	Status
RFC01 - Material Cost Increase	\$ 2,820.00	Approved
RFC03 - Storage Room 123 Flooring	\$ 951.00	Pending
RFC04 - RF1001 Wall & Door Framing	\$ 3,679.00	Pending
TOTALS:		
Current Allowance (= original allowance - approved changes)	\$ 39,340.00	
Future Allowance (= original allowance - all changes)	\$ 34,710.00	



Phoenix Construction Services

PO Box 2788 • Alvin, TX 77512-2788

Ph: (281) 388 - 2211 • Fax: (281) 585 - 6021

July 25, 2025

PHX RCO#

24-2024 03

Angel Flores
Commercial Construction and Maintenance,
3664 Guyton Road
Hoover, AL 35244

Phone 205-434-2047
Fax 205-424-2379

Project:

Brookshire Admin Bldg
1111 Kenney Street
Brookshire, TX 77421

RE:

select walls changed to 6" stud from 3 5/8" stud

THIS WORK WILL BE COMPLETED FOR:

\$2,761

Please issue a change order for the work described above, your expedience is greatly appreciated. Please call if there are any questions.

Thank You,

Jimmy Novak
Estimator

Phoenix Construction Service
1901 E House Street, Alvin, TX 77511
Phone: 281-388-2211

Bid Summary
Brookshire administration building

change selected walls to 6"
Bid No. 45 - Job No. 03
Selected Sections: 09250 Drywall
Selected Typical Areas:
Selected Areas: (unassigned)

Estimator: **JN - James Novak**
Job Class:
Wage Type: **Sub**
Job Site: **77423**

Job Status:
Bid Date/Time: **5/20/2024 12:00:00 PM**
Plans Date: **3/11/2024**

09250 Drywall
(unassigned)

No.	Condition	Height	Quantity	Unit Price			Total Price	Man Hours
				Mat.	Lab.	Total		
3	Partition 6" 12'	12' 0"	62.67 LF	28.28	15.78	44.06 / LF	2,761.33	17.06
Material & Labor Total:							2,761.33	17.06
(unassigned) Total:							2,761.33	17.06
09250 Drywall Total:							2,761.33	17.06
Grand without additional markups Total:							2,761.33	17.06
Additional Markups Total:							0.00	
Grand Total:							2,761.33	

Blake Nelson

From: Brian Butler <bbutler@bc-doors.com>
Sent: Wednesday, July 23, 2025 11:38 AM
To: Allan Hickner
Cc: Blake Nelson
Subject: RE: 24-085 BKDD - 6" WALL CHANGE ORDER FOR ALUM FRAMES

Alan,

Yes - \$120 per frame is correct.

I forgot to add the refund for the other 3 frames.

From: Allan Hickner <afhickner@noblebdllc.com>
Sent: Wednesday, July 23, 2025 9:56 AM
To: Brian Butler <bbutler@bc-doors.com>
Cc: Blake Nelson <bnelson@noblebdllc.com>
Subject: Re: 24-085 BKDD - 6" WALL CHANGE ORDER FOR ALUM FRAMES

Correction \$120.00 per door

Regards,

Allan Hickner
Project Superintendent



7 Ketchum Court
Angleton, Texas 77515
(979) 549-0716 - office
(979) 480-3189 -cell
e-mail: afhickner@noblebdllc.com

From: Allan Hickner <afhickner@noblebdllc.com>
Sent: Wednesday, July 23, 2025 9:54 AM
To: Brian Butler <bbutler@bc-doors.com>
Cc: Blake Nelson <bnelson@noblebdllc.com>
Subject: Re: 24-085 BKDD - 6" WALL CHANGE ORDER FOR ALUM FRAMES

Tracy,

In an e-mail I received yesterday there was an increase of \$150.00 per door. Am I to understand that we are being charged for all new frames ?? Or is there a credit for the other door frames ??

Regards,

Allan Hickner

Project Superintendent



7 Ketchum Court
Angleton, Texas 77515
(979) 549-0716 - office
(979) 480-3189 -cell
e-mail: afhickner@noblebdllc.com

From: Brian Butler <bbutler@bc-doors.com>
Sent: Wednesday, July 23, 2025 9:12 AM
To: Allan Hickner <afhickner@noblebdllc.com>
Subject: 24-085 BKDD - 6" WALL CHANGE ORDER FOR ALUM FRAMES

24-085 BKDD - 3 - DOORWAYS 6" WALL CHANGE ORDER FOR ALUM FRAMES

FRAMES ARE \$427.80 EACH
3 FRAMES TOTAL: \$1283.40

Thank you,
Tracey 469 826 4835

BRIAN BUTLER
BEST-COMM DOORS AND HARDWARE
281-799-1082
BBUTLER@BC-DOORS.COM

Noble Building & Development, LLC

7 Ketchum
 Angleton, Tx 77515
 Phone: (979) 549-0716
 Fax: (979) 849-5617

Request for Change Order

To: Brookshire-Katy Drainage Dist
 1111 Kenney Street
 Brookshire, TX 77423
 Project: BKDD Admin Building

RFC No: 05
 Date: 8/12/2025
 Description: Underground Conduit

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$0.00 will be added to the contract price.

Original Contract	\$2,286,000.00
Other Approved Change Orders	\$-59,343.60
Total Contract to Date	\$2,226,656.40
This Request	\$8,337.50
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$2,226,656.40
Cost Codes Breakdown:	
00.000006: Original Allowance	\$-8,337.50
26.000010: Electrical	\$7,250.00
15% C/O Markup (<i>per contract</i>)	\$1,087.50
Allowance Tracker Attached	

Along with this change to the Contract amount, please add 0 days to the construction schedule.

Authorized Signature:  Date: 8/12/2025
 Noble Building & Development, LLC

Authorized Signature: _____ Date: _____
 Brookshire-Katy Drainage Dist

Authorized Signature:  Date: 8.12.2025
 LDDBlueline

BKDD - Admin Building

Request for Change Order

Underground Conduit

General Requirements	Hours	Rate	Total
Project Manager	0	\$75.00	\$0.00
Superintendent	0	\$60.00	\$0.00
Foreman	0	\$50.00	\$0.00
Specialist	0	\$45.00	\$0.00
Craftsman	0	\$40.00	\$0.00
Apprentice	0	\$35.00	\$0.00
Helper	0	\$30.00	\$0.00
Operator	0	\$50.00	\$0.00
Insurance/Bond	0	\$199.86	\$0.00
Total			\$0.00
Equipment			\$0.00
Total			\$0.00
Material			\$0.00
Total			\$0.00
Subcontractor			
Davidson Electric	1	\$7,250.00	\$7,250.00
Total			\$7,250.00
Subtotal			\$7,250.00
Mark Up OH&P (15%)			\$1,087.50
Total Change Order Amount			\$8,337.50

Allowance Tracker		
Original Allowance	\$	42,160.00
Changes	Amounts	Status
RFC01 - Material Cost Increase	\$ 2,820.00	Approved
RFC03 - Storage Room 123 Flooring	\$ 951.00	Pending
RFC04 - RFI001 Wall & Door Framing	\$ 3,679.00	Pending
RFC05 - Underground Conduits	\$ 8,337.50	Pending
TOTALS:		
Current Allowance (= original allowance - approved changes)	\$ 39,340.00	
Future Allowance (= original allowance - all changes)	\$ 26,372.50	



4051FM 528 RD.
Alvin, TX 77511
Office: 281-993-9300
Fax: 281-993-9407
davidsonelectric.com

Allan Hickner
Noble Building & Development

8/6/2025
Addendums: 0

Re: Brookshire Katy Admin Building (Adding in (4) missing 1" underground conduits)

Davidson Electric hereby submits our proposal for the electrical portion of the above referenced project, as outlined in the scope below.

Scope:

- Installation of (1) 1" pvc underground conduit and pull string for data only from existing Building across new driveway location to new building location & up wall to closet attic space. (wire by others)
- Installation of (1) 1" pvc underground conduit from keypad gate controller to edge of slab up wall into closet attic space with pull string for control wire. (control wires by others).
- Installation of (2) 1" pvc underground conduit from proposed gate opener location under drive to edge slab & up wall to attic area, power back to electrical room and data conduit stops at attic space with pull string only. (data wire by others).
- Underground digging for above conduits, remove and put back native soil only.

Total Electrical Base Bid: \$7,250.00

Exclusions:

- Integrity and capacity of existing electrical service.
- Damages to unknown utilities.
- Compaction and select fill or stabilized sand or lime.
- Furnishing and installing fire alarm, security, data, telephone and access control systems and cabling.
- Overtime. There will be an extra charge if work is required to be performed after hours.
- Cost of parking.
- Pricing valid for 15 calendar days due to rapid increases of raw materials such as copper and steel.

Please do not hesitate to contact me with any questions.

Sincerely,

Keith Polk

Keith Polk

Noble Building & Development, LLC

7 Ketchum
 Angleton, Tx 77515
 Phone: (979) 549-0716
 Fax: (979) 849-5617

Request for Change Order

To: Brookshire-Katy Drainage Dist
 1111 Kenney Street
 Brookshire, TX 77423
 Project: BKDD Admin Building

RFC No: 06
 Date: 8/12/2025
 Description: Added Canopy Flashing

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$0.00 will be added to the contract price.

Original Contract	\$2,286,000.00
Other Approved Change Orders	\$-59,343.60
Total Contract to Date	\$2,226,656.40
This Request	\$1,718.62
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$2,226,656.40
Cost Codes Breakdown:	
00.000006: Original Allowance	\$-1,718.62
13.341900: Pre-Engineered Metal Buildings	\$1,494.45
15% C/O Markup (<i>per contract</i>)	\$224.17
Allowance Tracker Attached	

Along with this change to the Contract amount, please add 0 days to the construction schedule.

Authorized Signature:  Date: 8/12/2025
 Noble Building & Development, LLC

Authorized Signature: _____ Date: _____
 Brookshire-Katy Drainage Dist

Authorized Signature:  Date: 8.12.2025
 LDDBlueline

BKDD - Admin Building

Request for Change Order

Added Canopy Flashing

Added canopy flashing shown on
canopy submittal, pg. 3 of 4 - section
1 canopy A detail - Blake Nelson

General Requirements	Hours	Rate	Total
Project Manager	0	\$75.00	\$0.00
Superintendent	0	\$60.00	\$0.00
Foreman	0	\$50.00	\$0.00
Specialist	0	\$45.00	\$0.00
Craftsman	0	\$40.00	\$0.00
Apprentice	0	\$35.00	\$0.00
Helper	0	\$30.00	\$0.00
Operator	0	\$50.00	\$0.00
Insurance/Bond	0	\$199.86	\$0.00
Total			\$0.00
Equipment			
			\$0.00
Total			\$0.00
Material			
			\$0.00
Total			\$0.00
Subcontractor			
Texas Steel	1	\$1,494.45	\$1,494.45
Total			\$1,494.45
Subtotal			\$1,494.45
Mark Up OH&P (15%)			\$224.17
Total Change Order Amount			\$1,718.62

Allowance Tracker		
Original Allowance	\$	42,160.00
Changes	Amounts	Status
RFC01 - Material Cost Increase	\$ 2,820.00	Approved
RFC03 - Storage Room 123 Flooring	\$ 951.00	Pending
RFC04 - RFI001 Wall & Door Framing	\$ 3,679.00	Pending
RFC05 - Underground Conduits	\$ 8,337.50	Pending
RFC06 - Added Canopy Flashing	\$ 1,718.62	Pending
TOTALS:		
Current Allowance (= original allowance - approved changes)	\$ 39,340.00	
Future Allowance (= original allowance - all changes)	\$ 24,653.88	

Texas Steel Buildings
Change Order Proposal Form

Project: Brookshire Katy Drainage District Miscellaneous Items
 Project #: C2025-30
 Location: 1111 Kenney St, Brookshire, TX 77423
 Contractor: Noble Building and Development
 Date: 8/7/2025
 CO Prop #: 1

Description: Trim required for flashing of aluminum canopy to building.

Revised head/jamb/sill trim to account for current conditions in field provided at no additional cost. Waited for field conditions before manufacturing.

Line	Item	Description	Notes	Color	Ft	In	UOM	Qty	Ext Price
1	Trim	Base Trim	Canopy Flashing	Tundra	10	2	ea	15	\$ 554.78
2	Trim	Main Canopy Trim (SF-1)	Canopy Flashing	Tundra	10	2	ea	15	\$ 641.87
3	Trim	Panel Cap Trim (SF-2)	Canopy Flashing	Tundra	10	2	ea	15	\$ 297.81
4	Trim	Head Trim	Door Head Flashing	Tundra	5	4	ea	9	\$ -
5	Trim	Head Case Trim (SF-3)	Door Head Flashing	Tundra	5	4	ea	9	\$ -
6	Trim	Door Trim (SF-4)	HMJ Door Trim	Tundra	7	4	ea	8	\$ -
7	Trim	Door Trim (SF-4)	HMJ Door Trim	Tundra	4		ea	4	\$ -
8	Trim	Case Trim (SF-5)	Jamb Case Trim	Tundra	7		ea	18	\$ -
9	Trim	Case Trim (SF-5)	Sill Case Trim	Tundra	5	4	ea	9	\$ -
10	Trim	Storefront Trim (SF-6)	Storefront Wall	Tundra	11		ea	3	\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -

Delivery 2-4 Weeks

SubTotal \$ 1,494.45
 Shipping \$ ~~500.00~~
 Tax \$ -

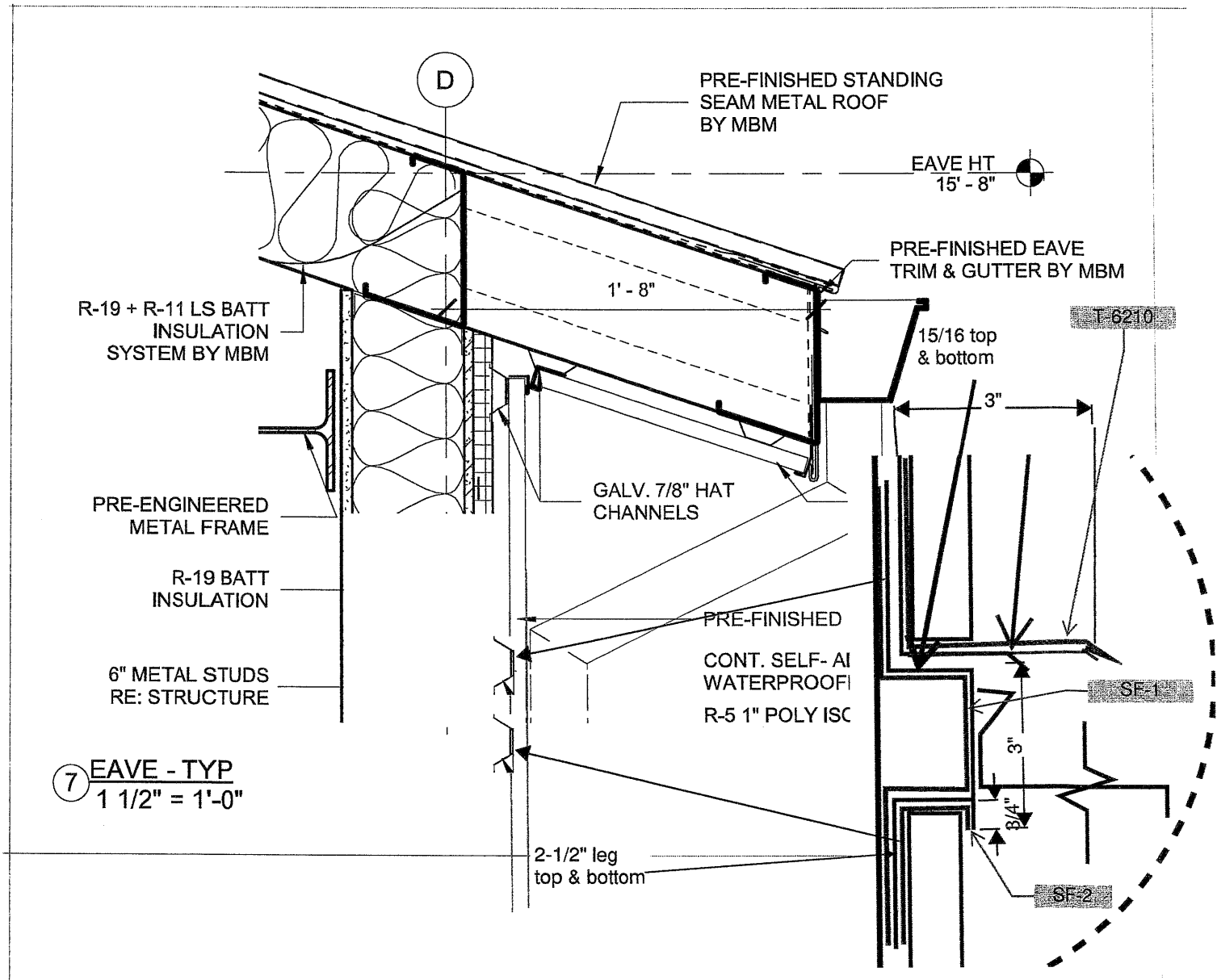
Total for this COP \$ ~~1,994.45~~

Approved by: _____

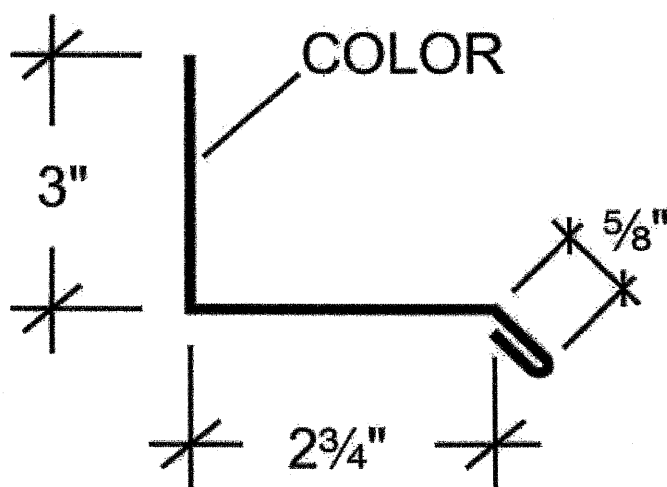
Title: _____

Date: _____

Revised Total = \$1,494.45

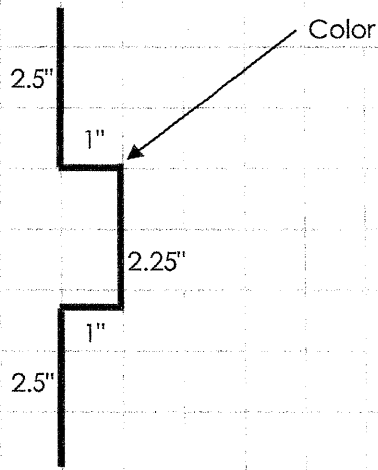


T-6210



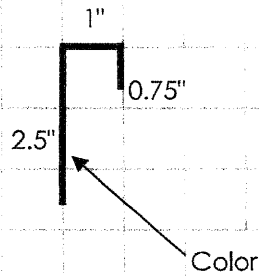
Project _____
Location _____
Job/Quote # _____

Piece Mark	SF-1	Gauge	24
Color	Tundra	Girth	9.25



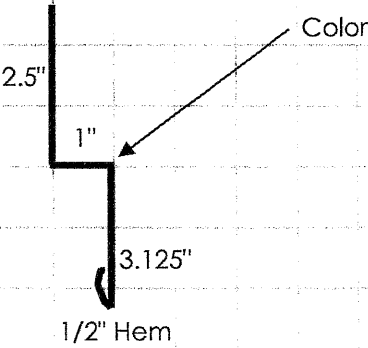
Project _____
 Location _____
 Job/Quote # _____

Piece Mark	SF-2	Gauge	24
Color	Tundra	Girth	4.25

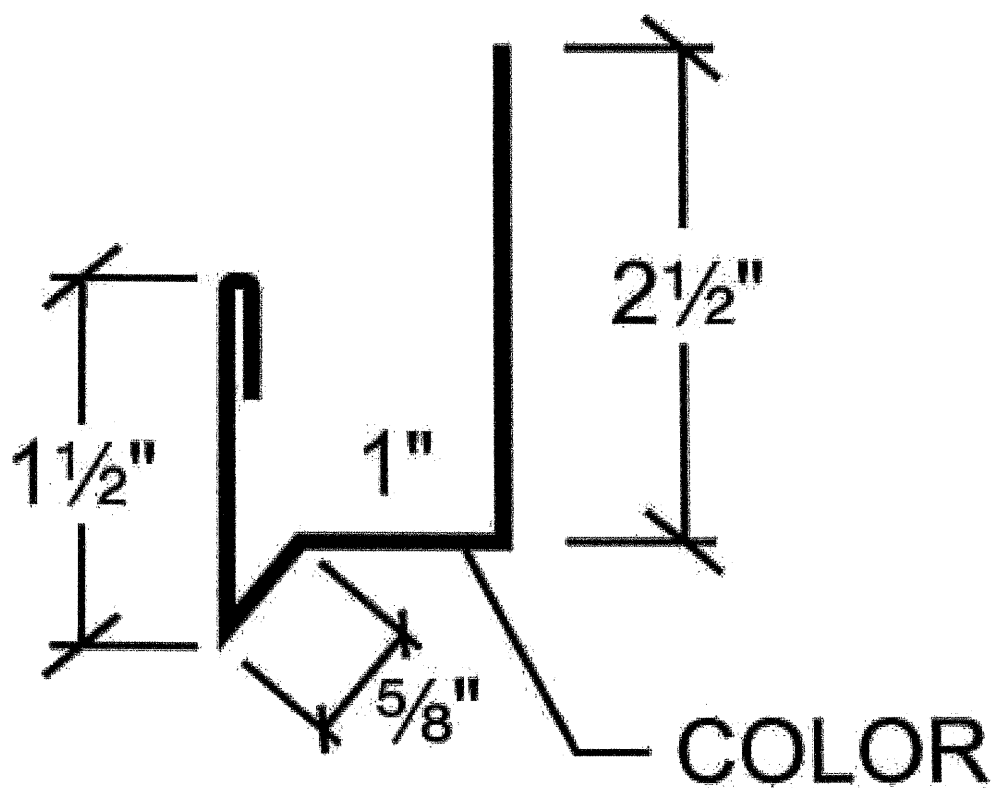


Project _____
Location _____
Job/Quote # _____

Piece Mark	SF-1A	Gauge	24
Color	Tundra	Girth	9.25



T-5511X



9 @ 5'-4"

LDDBlueline™

Added canopy flashing shown
on pg. 3 of 4 - section 1 canopy
A detail - Blake Nelson

TRANSMITTAL

To: Angel Valladares-Flores -
Commercial Construction &
Maintenance Inc.

Date: 1.09.2025

From: Clayton Matcek

Project No: 06-22-007

Carrier: Email

Project Name: Brookshire-Katy Drainage District

We are transmitting to you herewith the following:

Date	Submittal No.	Description
1.09.2025	20	10532 Walkway Covers shop drawings & product data

**REVIEWED****REVIEWED AS NOTED****NO ACTION TAKEN****REVISE & RESUBMIT****DISAPPROVED**

This submittal has been checked by the Architect for the limited purpose of checking for conformance with information given and the design intent expressed in the Contract Documents. Contractor is responsible for determining the accuracy and completeness of other details such as dimensions and quantities, and for substantiating instructions for installation or performance of equipment or systems. Architect's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. Architect's approval of a specific item does not indicate approval of an assembly of which the item is a component.

Comments:

G.C. to coordinate with Walkway Cover Sub. possible provision of Texas Flag on top per Owner request.

G.C. to Coordinate two (2) items with PEMB & one (1) with Storm.

Please note the columns are now centered in the curb. Reference Canopy Plan pg. 2 of 4 for clarified dimensions of columns.

Please see submittal for additional comments.

Signed: _____



Date: 1.09.2025

Georgia Office

1640 Powers Ferry Road
Building 1, Suite 100
Marietta, GA 30067
770.850.8494

Texas Office

333 Cypress Run
Suite 350
Houston, TX 77094
281.497.1040

Virginia Office

126 West Bruce Street
Suite 102
Harrisonburg, VA 22801
540.437.1228

SUBMITTAL

Job: Brookshire-Katy Drainage District Admin

Spec Section No: DIV 10-10532

Submittal No: 20

Revision No:

Sent Date: 12.27.2024

Spec Section Title: Walkway Covers

Submittal Title: Avadek Canopy

Contractor:
Commercial Construction & Maintenance, INC.

Contractor's Stamp

APPROVED
By Angel Valladares-Flores at 3:26 pm, Dec 27, 2024

Architect:
LDDBlueline

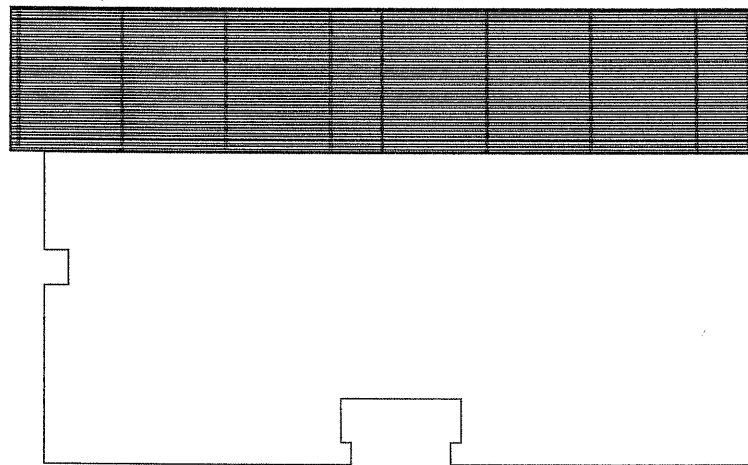
Architect's Stamp

Engineer:

Engineer's Stamp

BKDD ADMIN. BUILDING

CANOPY A



① SITE PLAN
1/16" = 1'-0"

GENERAL NOTES:

•FIELD VERIFY ALL DIMENSIONS.

ALL STRUCTURAL WELDS TO BE

AROUND, UNLESS NOTED OTHERWISE (UNO).

ALL CLOSURE PLATES TO BE WELDED WITH 1/8" FILLET

WELDS ALL AROUND, UNLESS NOTED OTHERWISE (UNO).

ALL REACTIONS SHOWN ARE CALCULATED USING ALLOWABLE STRESS DESIGN.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

ALL FOUNDATIONS DESIGNED BY AVADER SHALL BE
3,000psi COMPRESSIVE STRENGTH @ 28 DAYS.

CANOPY SCHEDULE

ITEM	SIZE	ALLOY/GA	FINISH	FINISHER	COLOR
BEAM	6" X 10"	6065A-T61	ZINC 3998345		
COLUMN	6" X 6"	6065A-T61	ZINC 3998345		
DECK	4 1/2" X 6"	6063-T6	ZINC 3908345		
FASCIA	6" X 2"	6063-T6	ZINC 3998345		

SQ FT

CANOPY	SQ FT
	3225 SF

Grand total: 1	3225 SF
----------------	---------

A/Adek
WALKWAY COVERS & CANOPIES
12130 GALVESTON RD. BLDG-1
WEBSTER, TEXAS 77598
(713) 944-0988

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PROJECT.

**BKDD ADMIN.
BUILDING**
1111 KENNEY ST
BROOKESHIRE, TX 77423

DRAWING NO: 1-1124-019

CUSTOMER:
**COMMERCIAL
CONSTRUCTION & MAINT.**

ENGINEER:



12-27-2024

S
SE STANLEY SPURLING & HAMILTON, INC.
TULSA, OKLA. 74107
2001 10th Ave. SE, Ste. 100 HOUSTON, TEXAS 77057
P: 713-776-5433 F: 713-776-2150
E-MAIL: info@ss-hc.net 0336-0013

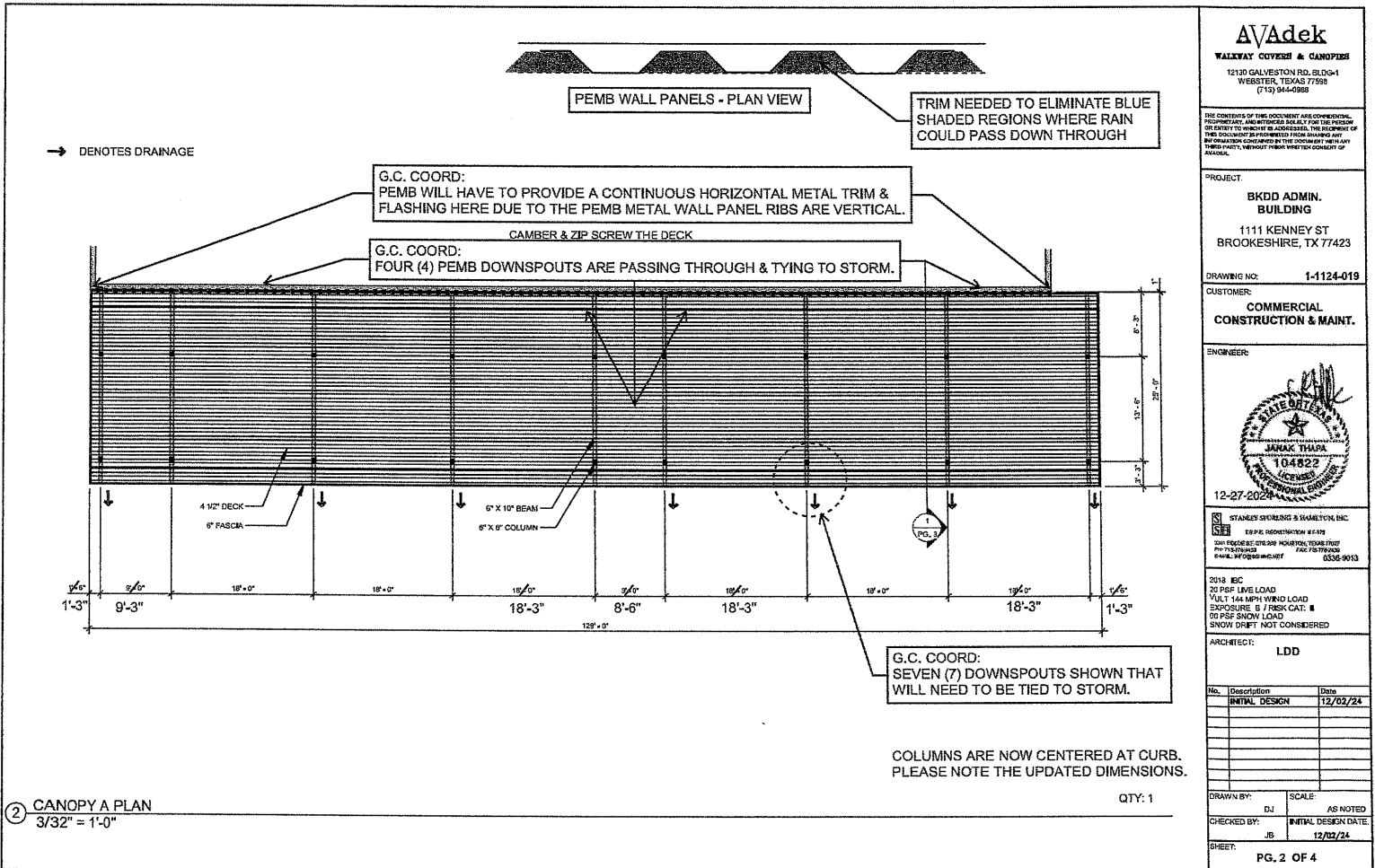
2018 IBC
20 PSF LIVE LOAD
VULT 144 MPH WIND LOAD
EXPOSURE B / RISK CAT: II
30 PSF SNOW LOAD
SNOW DRIFT NOT CONSIDERED

ARCHITECT: LDD

No.	Description	Date
	INITIAL DESIGN	12/02/24

DRAWN BY: DJ	SCALE AS NOTED
CHECKED BY: JB	INITIAL DESIGN DATE: 12/02/24

SHEET: PG. 1 OF 4



AVadek

WALKWAY COVERS & CANOPIES
12130 GALVESTON RD. BLDG-1
WEBSTER, TEXAS 77598
(713) 944-0588

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PROJECT:
BKDD ADMIN. BUILDING
1111 KENNEY ST
BROOKSHIRE, TX 77423

DRAWING NO.: 1-1124-019

CUSTOMER:
COMMERCIAL CONSTRUCTION & MAINT.

ENGINEER:

12-27-2024

STANLEY SPENCER & HAMILTON, INC.
1815 E. 11TH AVE. SUITE 100
PHOENIX, AZ 85016
602.998.1111 FAX 602.998.1112

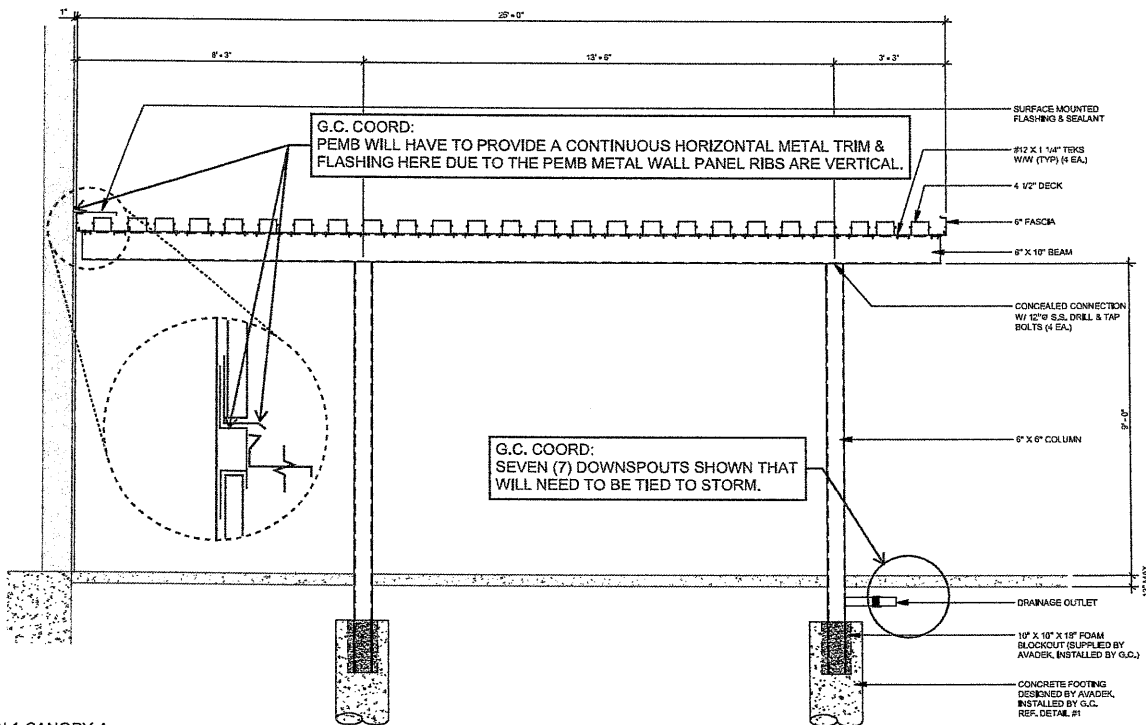
2018 IBC
25 PSF LIVE LOAD
WIND 144 MPH WIND LOAD
EXPOSURE B / FRICTION CAT. II
90 PSF SNOW LOAD
SNOW DRIFT NOT CONSIDERED

ARCHITECT:
LDD

No.	Description	Date
1	INITIAL DESIGN	12/02/24

DRAWN BY: DJ SCALE: AS NOTED
CHECKED BY: JB INITIAL DESIGN DATE: 12/02/24

SHEET: PG. 2 OF 4



① SECTION 1 CANOPY A
3/8" = 1'-0"

AVadek
WALKWAY COVERS & CANOPIES

12130 GALVESTON RD. BLDG-1
WEBSTER, TEXAS 77598
(713) 944-0885

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PROJECT:

**SKDD ADMIN.
BUILDING**
1111 KENNEY ST
BROOKSHIRE, TX 77423

DRAWING NO: 1-1124-019

CUSTOMER:

**COMMERCIAL
CONSTRUCTION & MAINT.**

ENGINEER:



12-27-2024

STANLEY SPURLING & HAMILTON, INC.
TAPAS/REGISTRATION #4145
3201 W. 48th ST., SUITE 200 HOUSTON, TEXAS 77057
PH: 713/961-0000 FAX: 713/961-0000
E-MAIL: INFO@SPH-LLC.COM US38-0013

2018 IRC
20 PSF LIVE LOAD
WULT 144 MPH WIND LOAD
EXPOSURE B / RISK CAT. II
50 PSF SNOW LOAD
SNOW DRIFT NOT CONSIDERED

ARCHITECT:

LDD

No.	Description	Date
1	INITIAL DESIGN	12/02/24

DRAWN BY: DJ SCALE AS NOTED
CHECKED BY: JB INITIAL DESIGN DATE: 12/02/24
SHEET:

PG. 3 OF 4

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

August 25, 2025

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 August, 2025, 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 (via teleconference); Buddy Brand, Assistant General Manager of the District; Wendy Sidwell, District Administrator; Michael McCarthy, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); Andrew P. Johnson, III, and William Petrov, attorneys, and Mirna Croon, paralegal, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney"); and Jason Svatek, P.E. and Steven Golz, P.E., of BGE, Inc, representing Grange Development.

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
PERMIT APPLICATION FOR DRAINAGE STUDY ANALYSIS REPORT FOR BROWN TRACT DIA - DIA, ID: 00796

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 No. 00796, as recommended by Quiddity in the letter attached hereto as Exhibit "A".

Agenda Item No. 5
PERMIT APPLICATION FOR DRAINAGE STUDY ANALYSIS REPORT FOR GRANGE PHASE 2A - DIA, ID: 00825

Upon motion by Supervisor Chisum, seconded by Supervisor ^{WELCH}Chisum, after full discussion and with Supervisor Beckendorff abstaining, the Board approved Permit Application ID No. 00825, as recommended by Quiddity in the letter attached hereto as Exhibit "A-1".

Agenda Item No. 6

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITHOUT PLATTING FOR PEDERSON WEST SPEC 1, ID: 00978, PERMIT NO. 2025-44

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with Supervisor Beckendorff abstaining, the Board approved Permit Application No. 2025-44, as recommended by Quiddity in the letter attached hereto as Exhibit "A-2".

Agenda Item No. 7

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR JTR CONSTRUCTORS - FINAL PLAT: ID: 01040, PERMIT NO. 2025-70

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with Supervisor Beckendorff abstaining, the Board approved Permit Application No. 2025-70, as recommended by Quiddity in the letter attached hereto as Exhibit "A-3".

Agenda Item No. 8

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR SUNTERRA LAKES NORTH SECTION 1 - FINAL DRAINAGE PLANS, ID: 00982; FINAL PLAT, ID: 01084, PERMIT NO. 2025-45

Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application No. 2025-45 as recommended by Quiddity in the letter attached hereto as Exhibit "A-4".

Agenda Item No. 9

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR BLUEBONNET SECTION 3 - PRELIMINARY PLAT, ID: 01044

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 No. 01044 as recommended by Quiddity in the letter attached hereto as Exhibit "A-5".

Agenda Item No. 10

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR FIELDSTONE LANDING SECTION 1 - PRELIMINARY PLAT, ID: 01062

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application ID No. 01062 as recommended by Quiddity in the letter attached hereto as Exhibit "A-6".

Agenda Item No. 11

DISCUSS AND TAKE ACTION ON EMPLOYEE COMPENSATION FISCAL YEAR 2025 - 2026

Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved an annual pay increase of \$2,200 for full-time employees, and an annual increase of \$1,100 for part-time employees.

Agenda Item No. 12

RENEW AGREEMENT BETWEEN BROOKSHIRE-KATY DRAINAGE DISTRICT AND FISK & BULLER FOR GENERAL MANAGEMENT SERVICES ("AGREEMENT")

Mr. Kitman presented the Agreement, a copy of which is attached hereto as Exhibit "B". Discussion ensued, a recollection of which is attached hereto as Exhibit "C".

Next, upon motion by Supervisor England, seconded by Supervisor Welch, after full discussion and with Supervisors England, Keeling, Welch, and Chisum voting aye, and Supervisor Beckendorff voting nay, the Board approved the Agreement.

Agenda Item No. 13

DISCUSS AND TAKE ACTION TO ADOPT FISCAL YEAR 2025 - 2026 BUDGET

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the Budget for Fiscal Year Ending September 30, 2026, a copy of which is attached hereto as Exhibit "D".

Agenda Item No. 14

DISCUSS AND TAKE ACTION ON HOLIDAY SCHEDULE FOR FISCAL YEAR 2025-2026

Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved the Holiday Schedule for 2025-2026, a copy of which is attached hereto as Exhibit "E".

Agenda Item No. 15

UPDATE ON NEW ADMINISTRATION BUILDING

Mr. Brand updated the Board on the construction progress.

Agenda Item No. 16

APPLICATION AND CERTIFICATE FOR PAYMENT FROM NOBLE BUILDING & DEVELOPMENT OF APPLICATION NO. 002; INVOICE NO. 2228 FOR SERVICES COMPLETED THROUGH AUGUST 31, 2025

Upon motion by Supervisor Keeling, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board Pay Application No. 002 in the amount of \$185,894.75.

Agenda Item No. 17

DISCUSS AND TAKE ACTION ON ENGAGEMENT LETTER FOR PUBLIC AFFAIRS SERVICES WITH BALYPROJECTS, LLC

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

Agenda Item No. 18

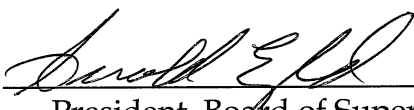
ETHICS PRESENTATION

Mr. Petrov delivered a PowerPoint presentation outlining the regulations governing public officials' advocacy activities during bond elections.

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 11:11 a.m.

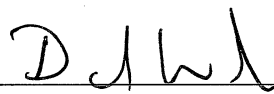
[EXECUTION PAGE FOLLOWS]

SIGNED this 27th day of October 2025.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors



Exhibit	Description
A	Quiddity Engineering letter for Brown Tract DIA - Permit Application ID No. 00796
A-1	Quiddity Engineering letter for Grange Phase 2A - Permit Application ID No. 00825
A-2	Quiddity Engineering letter for Pederson West Spec 1 - Permit Application No. 2025-44
A-3	Quiddity Engineering letter for JTR Constructors Final Plat - Permit Application No. 2025-70
A-4	Quiddity Engineering letter for Sunterra Lakes North Section 1 Final Drainage Plans - Permit Application No. 2025-45
A-5	Quiddity Engineering letter for Bluebonnet Section 3 Preliminary Plat - Permit Application ID No. 01044
A-6	Quiddity Engineering letter for Fieldstone Landing Section 1 Preliminary Plat - Permit Application ID No. 01062
B	Agreement between Brookshire-Katy Drainage District and Fisk & Buller for General Management Services
C	Recollection from Agenda Item No. 12 – General Management Services Agreement
D	Budget for Fiscal Year Ending September 30, 2026
E	Holiday Schedule for 2025-2026
F	Engagement Letter with BalyProjects, LLC for Public Affairs Services



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

August 20, 2025

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

Reference: IDV Development Services, LLC
Brown Tract – Drainage Impact Assessment
Application ID No. 00796
Permit No. – N/A
Quiddity Job No. R0002-1043-01.001

Dear Mr. England:

The referenced Brown Tract (Development) Drainage Impact Assessment (Report) has been reviewed pursuant to the Brookshire-Katy Drainage District's (District) Rules and Regulations (R&R). A copy of the Report is attached for further information.

This review aims to verify whether the Development's proposed drainage and detention facilities as analyzed within the Report generally comply with the District's R&R and criteria. This review addresses issues regarding hydraulic and hydrologic drainage design criteria only. The subsequent plats and drainage plans for the proposed Development must be submitted to the District for review and approval. Additionally, the Report certifies that no adverse impacts will take place within the receiving waterways, adjacent properties, or downstream facilities in accordance with the District's R&R.

Technical Review & Findings:

The Development is comprised of approximately 480 acres of land for primarily future single-family residential use and is located south of I-10, east of Donigan Lane, north of Bains Lane, and west of FM 1489. Bessies Creek splits the Development with development occurring on the west (West Tract) and east (East tract) sides of the creek.

West Tract:

The existing drainage conditions for the West Tract generally flows to the east and outfalls into Bessies Creek. There is offsite sheet flow that enters the West Tract from northwest of Donigan Lane and southeast of the development. Approximately 145 acres within the West Tract is located within Zone AE, as shown on FIRM panel 48473C0350E dated February 18, 2009. The site will be filled above the effective 500-year water surface elevation with no fill to be placed within the floodway, and floodplain mitigation is included in the proposed detention facility.



Mr. Arnold England, President
August 20, 2025
Page 2

The West Tract includes construction of a single wet bottom detention pond (West Pond) with a provided detention storage volume of 144.91 acre-feet and a detention storage rate of 0.99 ac-ft/ac. The West Pond will include minimum 30-ft wide maintenance berms, 4:1 side slopes, 1-ft of freeboard, gravity only outfalls, a normal water surface elevation of approximately 110 ft, and a top of bank of approximately 121 ft. The West Pond includes the construction of two outfalls into Bessies Creek. The primary outfall includes two (2) 5-ft x 2-ft reinforced concrete boxes (RCBs) at a flowline elevation of 109.6 ft. The second outfall includes a single 4-ft x 2-ft RCB set at a flowline elevation of 116.5-ft. The subsequent final drainage plans will include extreme event spillways that will be sized to convey the peak 100-yr release flow from the West Pond into Bessies Creek.

To mitigate for the approximate 145 acres of fill within the 100-yr floodplain, the West Pond will provide a total floodplain fill mitigation of 197.4 ac-ft.

Following coordination efforts with Waller County, the Development is proposing to dedicate their 50-percent share of the additional ROW needed to increase Donigan Road to a 90-ft ultimate ROW. Donigan Road is planned to be improved to a 28-ft – 32-ft wide paved surface. Half of the paved portion of Donigan Road will be constructed with the Development, and the remaining half to be constructed by Waller County at a later date. The West Pond will allocate detention volume for the ultimate ROW along the West Tract's frontage. Additionally, the Development proposed to construct a single 24-inch RCP underneath Donigan Road to convey the existing overtopping flow from the west, and the roadside ditch on the east side of Donigan Road will be designed to adequately convey the runoff from the proposed road improvements.

East Tract:

Approximately 231.2 acres within the East Tract is directed west towards Bessies Creek under existing conditions. The remaining 73 acres within the East Tract is directed south and east towards FM 1489. There is a small area of offsite sheet flow that enters the East Tract directly south of the development. Approximately 77 acres within the East Tract is located within Zone AE, as shown on FIRM panel 48473C0350E dated February 18, 2009. The site will be filled above the effective 500-year water surface elevation with no fill to be placed within the floodway, and floodplain mitigation is included in the proposed detention facility.

The East Tract includes construction of a single wet bottom detention pond (East Pond) with a provided detention storage volume of 293.69 acre-feet and a detention storage rate of 1.02 ac-ft/ac. The East Pond will include minimum 30-ft wide maintenance berms, 4:1 side slopes, 1-ft of freeboard, gravity only outfalls, a normal water surface elevation of approximately 111 ft, and a top of bank of approximately 121 ft. The East Pond includes the construction of two outfalls into Bessies Creek. The primary outfall includes two (2) 5-ft x 2-ft RCBs at a flowline elevation of 110.6 ft. The second outfall includes a single 4-ft x 2-ft RCB set at a flowline elevation of 118.5-ft. The subsequent final drainage plans will include extreme event spillways that will be sized to convey the peak 100-yr release flow from the East Pond into Bessies Creek. Approximately 11 acres within the East Tract will discharge directly into the existing roadside ditch along FM 1489, consistent with existing conditions. The discharge into the FM 1489 ditch will be restricted to the pre-developed flow rate and a TxDOT permit will be required prior to approval of the final drainage plans.

To mitigate for the approximate 77 acres of fill within the 100-yr floodplain, the East Pond will provide a total floodplain fill mitigation of 133.2 ac-ft.



Mr. Arnold England, President
August 20, 2025
Page 3

District Ultimate ROW

Currently the District does not possess a drainage easement encompassing the segment of Bessies Creek within the Development. A drainage easement will need to be dedicated to the District to allow for future operation and maintenance of Bessies Creek. The Applicant utilized the Fort Bend County Drainage District's HEC-HMS models to analyze the ultimate flows and determine the ultimate cross section for the District's easement. The findings from this analysis included a required channel capacity of 19,532 cfs. Therefore, the proposed ultimate channel cross section will include a 316 ft top width, 260 ft bottom width, 4:1 side slopes, and maintenance berm widths of 30 ft for a total ultimate ROW of 376-ft to be dedicated to the District. This analysis is further summarized within Appendix C of the Report. The referenced ROW dedications to the District will be included in the subsequent permit applications and final plats for the Development that will be submitted to the District for review and approval.

Conclusion:

Based on our review of the Report, the Development does not show any adverse impacts from the proposed water surface elevations and peak flows within the receiving waterways, when compared to those under the existing conditions, for storm events up to and including the Atlas 14 100-yr storm event. These findings are further summarized in Tables 3.4, 3.5, 3.6, and 3.8 from the Report.

The permit applications for the subsequent drainage plans must include a certification from a professional engineer licensed to practice in the state of Texas that the future developments will cause no adverse impact to the receiving drainage and detention facilities, including downstream facilities, in full compliance with this Report.

At this time, no variance requests from the District's R&R have been requested or granted. We offer no objections to this Brown Tract Drainage Impact Assessment and recommend the District accept this Report.

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 submitted Report has been prepared, dated, signed, and sealed by a Professional Engineer licensed to practice in the State of Texas, conveying their professional responsibilities and accountability.

For the Applicant

- DFMA - The property owner will be required to coordinate with the District's legal counsel and execute a Detention Facilities Maintenance Agreement (DFMA) for this Development before the District approves the final drainage and detention plans for the Development. The Board will consider approval of the DFMA once recommended by the District's legal counsel.



Mr. Arnold England, President

August 20, 2025

Page 4

- TxDOT Permit - The applicant will be required to coordinate with TxDOT to obtain a discharge permit for the proposed outfall into the roadside ditch along FM 1489. The approved TxDOT discharge permit must be provided prior to the District's approval of the final drainage plans for the Development.
- 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/R0002-1043-01.001 Brown Tract DIA/2.0 - Letters/Brown Tract DIA Approval Ltr 081825.docx>

Enclosures

cc: Mr. Daniel Whitton – IDV Development Services, LLC via email dwhitton@idvllc.net
Mr. Sky Zhang, PE – LJA Engineering via email czhang@lja.com
Mr. Reginald Smith, PE – LJA Engineering via email rsmith@lja.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

LJA Engineering, Inc.



**Drainage Impact Analysis
for
Brown Tract**

Waller County, Texas

**May 2025
(Revised August 2025)**

Planners

•

Consulting Engineers

•

Surveyors



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

August 19, 2025

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

Reference: Katy 2855 Development, LLC
Grange Phase 2A – Drainage Impact Assessment
Application ID No. 00825
Permit No. – N/A
Quiddity Job No. R0002-1021-01.012

Dear Mr. England:

The referenced Grange Phase 2A (Development) Drainage Impact Assessment (Report) has been reviewed pursuant to the Brookshire-Katy Drainage District's (District) Rules and Regulations (R&R). A copy of the Report is attached for further information.

This review aims to verify whether the Development's proposed drainage and detention facilities as analyzed within the Report generally comply with the District's R&R and criteria. This review addresses issues regarding hydraulic and hydrologic drainage design criteria only. The subsequent plats and drainage plans for the proposed Development must be submitted to the District for review and approval. Additionally, the Report certifies that no adverse impacts will take place within the receiving waterways, adjacent properties, or downstream facilities in accordance with the District's R&R.

Technical Review & Findings:

The Development is comprised of approximately 183.4 acres of land for primarily future single-family residential use. The Development is located south of Morton Road, west of Bartlett Road, east of Schlipf Road, and north of US-Hwy 90.

A Drainage Impact Assessment for the Grange development titled "Drainage Impact Analysis for Plow Realty Tract Phase 1", dated January 2024, was approved at the February 26, 2024 Board meeting under Application ID: 00150. This Report used the proposed condition modeling from the Phase 1 Drainage Impact Assessment as the baseline for the revised existing conditions of the Development.

The existing drainage conditions for the Development consists of undeveloped area with native vegetation. Currently, storm water runoff generally sheet flows to the southeast and outfalls into Snake Creek, which includes a 100-ft wide District drainage easement.



Mr. Arnold England, President
August 19, 2025
Page 2

The Development includes construction of three (3) on-site detention ponds (Ponds 4, 5, and 6), and the expansion of Pond 1. Ponds 2 and 3 were constructed with the Grange Phase 1 development. The combined total detention storage volume provided by the Development is 496.9 acre-feet and the detention storage rate is 1.30 ac-ft/ac. Ponds 1, 4, 5, and 6 are proposed to be wet bottom detention ponds with a normal water surface elevation ranging from approximately 143.50 ft to 149.00 ft, a maximum water surface elevation ranging from approximately 155.43 ft to 155.59 ft, and minimum of 1-ft of freeboard. Additionally, each pond includes minimum 20-ft maintenance berms, 10-ft safety-shelves, and gravity only outfalls.

Pond 4 will capture offsite sheetflow from the north via perimeter swales and serve detention needs for the Development. Pond 4 connects to Pond 1 through a 42-ft x 10-ft conspan arch designed to serve as an equalizer between the two ponds. There are no proposed modifications to Ponds 2 and 3, although their service areas expand in the Development. Pond 1 will capture offsite sheetflow from the west via perimeter swales and serve detention needs for the Development. Pond 3 connects to Pond 2, which connects to Pond 1, which discharges into Snake Creek.

Ponds 5 and 6 are not interconnected and discharge directly into Snake Creek via single 24-inch RCP outfalls. Pond 5 serves entirely for floodplain mitigation. Pond 6 serves both detention storage and floodplain mitigation needs.

The Grange Phase 1 development included the construction of two outfalls from Pond 1 into Snake Creek. The primary outfall includes three 48-inch reinforced concrete pipes (RCPs) at a flowline elevation of 145-ft. The second outfall acts as a low water level outfall and includes a single 24-inch RCP set at a flowline elevation of 143.5-ft which discharges into Snake Creek further downstream. Pond 1 also includes an extreme event spillway sized to convey the peak 100-yr release flow from Pond 1 into Snake Creek.

Given the proposed drainage and detention improvements, the Development proposes water surface elevation reductions for the 100-yr storm event in Snake Creek, averaging 0.07-ft downstream of the Development, and 0.02-ft reduction in the District's channel along Bartlett Road.

Additionally, the Development includes off-site inundation areas to the west and southwest corner of the Development. The inundation areas to the west and southwest are located outside of the Development's boundaries, but are contained within the future development areas of Grange's ultimate boundary (owned by the same developer) for storm events up to and including the Atlas 14 100-yr storm event. These inundation areas are designed to capture the overflow and runoff from offsite sheetflow to the north and west with a controlled discharge into the proposed detention system and Snake Creek. The inundation areas will be required to be placed within inundation easements prior to the District's approval of the final drainage plans for the Phase 2A detention facilities.



Mr. Arnold England, President
August 19, 2025
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District Ultimate ROW

The ultimate ROW analysis for Snake Creek is underway and will be finalized with the Grange Phase 2B Drainage Impact Assessment. The Report includes a preliminary ultimate ROW of 170-ft for Snake Creek and the assumed channel alignment within the future development areas within Grange.

Conclusion:

Based on our review of the Report, the Development does not show any adverse impacts from the proposed max water surface elevations into Snake Creek and District easement along Bartlett Road, including downstream facilities, when compared to those under the existing conditions for storm events up to and including the Atlas 14 100-yr storm event. Table 4-4 from the Report indicates the existing and proposed 2-, 10-, and 100-year water surface elevations within the receiving waterways are either the same or lower in the proposed condition when compared to those under the existing conditions for storm events up to and including the Atlas 14 100-yr storm event.

The permit applications for the subsequent drainage plans must include a certification from a professional engineer licensed to practice in the state of Texas that the future developments will cause no adverse impact to the receiving drainage and detention facilities, including downstream facilities, in full compliance with this Report.

At this time, no variance requests from the District's R&R have been requested or granted. We offer no objections to this Grange Phase 2A Drainage Impact Assessment and recommend the District accept this Report.

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 submitted Report has been prepared, dated, signed, and sealed by a Professional Engineer licensed to practice in the State of Texas, conveying their professional responsibilities and accountability.

For the Applicant

- DFMA - The property owner will be required to coordinate with the District's legal counsel and execute a Detention Facilities Maintenance Agreement (DFMA) prior to the District's approval of the Grange Phase 2A detention plans. The Board will consider approval of the DFMA once recommended by the District's legal counsel.



Mr. Arnold England, President

August 19, 2025

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- Inundation Easements - The applicant will be required to coordinate with the District's legal counsel and finalize the inundation easements for this Development. The fully executed and recorded inundation easements must be submitted before the District approves the final drainage and detention plans for the Development.
- 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/R0002-1021-01.012 Grange Phase 2A DIA/REVISED DIA SUBMITTAL FOR APPLICATION ID 00825/Letters/Grange Phase 2A DIA Approval Ltr 081825.docx>

Enclosures

cc: Mr. Jacob Rice – Katy 2855 Development, LLC via email jacobr@johnsondev.com
Ms. Amie Guan, PE – BGE, Inc. via email aguan@bgeinc.com
Mr. Steven Golz, PE, CFM, ENV SP – BGE, Inc. via email sgolz@bgeinc.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

Drainage Impact Study for 218-Acre Grange Phase 2A Tract

Snake Creek Watershed

Waller County, Texas

**Prepared for
Katy 2855 Development, LLC**



Jy Guan 08/18/2025

BGE, Inc.
TBPE Registration No. F-1046

August 2025





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

August 21, 2025

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

Reference: C-2 Pederson West, LLC
Pederson West Spec 1 – **Tract Development without Platting**
Application ID No. 00978
BKDD Permit No. 2025-44
Quiddity, Inc. Job No. R0002-1020-01.092

Dear Mr. England:

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

Applicant: Clay Development

Permit Type: Tract Development without Platting – Final Drainage Plans

Location: 29910 Medline Lane, Katy, Texas 77494

Description: The proposed Pederson West Spec 1 (Development) encompasses approximately 1.77 acres of land within an approximate 5.9 acre tract. The Development proposes to construct a single building for commercial use, concrete parking, drainage, and utilities.

The drainage for the site is conveyed using inlets and underground storm sewer. The Development's proposed storm sewer system ties into an existing storm sewer system to the east, which drains to the south into an existing detention pond, which outfalls into a TxDOT roadside ditch along I-10, with flow directed west and eventually discharges into Willow Fork of Buffalo Bayou. The existing detention pond was included in the plans titled "Proposed Detention Pond to serve Pederson Road West Business Park" that was approved by the District on August 16, 2019 under permit number 2019-26.

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 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



Mr. Arnold England, President
August 21, 2025
Page 2

requirements from a different entity having jurisdiction. Moreover, the plans submitted have been prepared, dated, signed, and sealed by a Professional Engineer. They are licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.

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>).

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 McCarthy, PE

MHM/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1020-01.092 Pederson West Spec 1_00978/2.0 - Letters/Pederson West spec 1 TDWOP FDP Approval Ltr 082125.docx

cc: Mr. Dee Sullivan – Clay Development via email dsullivan@claydevelopment.com
Mr. Geoff Beach, PE – Clay Development via email gbeach@claydevelopment.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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August 21, 2025

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

Reference: JTR Constructors
JTR Constructors, Inc. – **Final Plat only**
Application ID No. 01040 (FP)
Permit No. – 2025-70
Quiddity Job No. R0002-1020-01.097

Dear Mr. England:

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

Applicant: West Belt Surveying

Permit Type: Final Plat only

Location: 32361 Morton Road

Survey: H. & T. C. R.R. Company Survey, Section 71, Block 1, Abstract No. 153, Waller County, Texas

Previous Approvals: A permit exempt letter was issued August 6th 2025 and signed by the owner August 11th for the preliminary plat.

Description: The proposed JTR Constructors, Inc. (Development) encompasses approximately 16.895 acres of existing single-family residential development and includes 2 Lots, 1 Block, and 2 Reserves. The Development consists of two existing 500 sq ft mobile homes and 6,177 sq ft of gravel drive to serve the Development. This permit application only includes the Final Plat for the Development, and does not include any existing or proposed improvements to the site.

Technical Review: Based on our review of the final plat, the plat 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 provided in the accompanying documentation has 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



Mr. Arnold England, President
August 21, 2025
Page 2

jurisdiction. Moreover, the plat submitted has 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.

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/R0002-1020-01.097 JTR Constructors_01040/2.0 - Letters/JTR Constructors FP only Approval Ltr 082125.docx

cc: JTR Constructors – via email emartinez@jtrconstructors.com
Mr. Abraham Nimroozi – West Belt Surveying via email abrahimn@westbeltsurveying.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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August 21, 2025

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

Reference: Astro Sunterra Lakes North, LP
Sunterra Lakes North Section 1 – **Final Plat and Drainage Plans**
Application ID No. 01084 (FP) & 00982 (FDP)
Permit No. – 2025-45
Quiddity Job No. R0002-1036-01.014

Dear Mr. England:

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

Applicant: Quiddity Engineering – LDS Main

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

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

Survey: Willis McCutcheon Survey, Section 52, Abstract No. 310, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat for Sunterra Lakes North Section 1 on May 28, 2025.

Description: The proposed Sunterra Lakes North Section 1 (Development) encompasses approximately 17.24 acres of single-family residential development and includes 29 Lots, 1 Block, and 4 Reserves. The Development is located within the Sunterra Lakes North development.

The drainage for the site is conveyed through curb and gutter inlets, which connects to an underground public storm sewer system that outfalls into Pond 11, which will outfall into Pond 14, which will outfall into Pond 15, which will outfall into Pond 9, which will then outfall into the BKDD easement on the eastern boundary of the site. The referenced detention facilities were included in the construction plans titled, "Sunterra Lakes North Phase 1 Mass Grading and Detention Facilities" that was approved by the District under Permit No. 2025-36 on July 14, 2025. Additionally, the drainage impact assessment (DIA) for Sunterra Lakes Phase 1 North and Phase 2 South was accepted by the District on April 9, 2025. The drainage and detention components outlined in the plans for the Development are designed in accordance with the Sunterra Lakes Phase 1 North and Phase 2 South DIA.



Mr. Arnold England, President
August 21, 2025
Page 2

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
August 21, 2025
Page 3

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/R0002-1036-01.014 Sunterra Lakes North Section 1/2.0 - Letters/Sunterra Lakes North Section 1 FP & FDP Approval Ltr 082125.docx>

cc: Mr. Brian Stidham – Astro Sunterra Lakes North, LP via email bstidham@starwoodland.com
Mr. John David Barnes – Astro Sunterra Lakes North, LP via email cjamnik@quiddity.com
Quiddity Engineering – LD Main via email Katy-LD@quiddity.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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August 18, 2025

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

Reference: Millrose Properties Texas, LLC
Bluebonnet Section 3 – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 01044
Permit No. – N/A
Quiddity Job No. R0002-1051-01.008

Dear Mr. England:

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

Applicant: Edminster, Hinshaw, Russ, & Associates

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

Location: North of FM 529, south of Morrison Road, and east of FM 362

Survey: H. & T.C. R.R. Co. Survey, Section 51, Abstract No. 143, Waller County, Texas

Technical Review: Based on our review of the Preliminary Plat of Bluebonnet Section 3, 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

August 18, 2025

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

[https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1051-01.008 Bluebonnet Section 3/2.0 - Letters/Bluebonnet Section 3 PP Approval Ltr 081825.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1051-01.008%20Bluebonnet%20Section%203/2.0%20Letters/Bluebonnet%20Section%203%20PP%20Approval%20Ltr%20081825.docx)

cc: EHRA Platting Team – EHRA via email platting@ehra.team
Mr. Michael Turillo – EHRA via email mturzillo@ehra.team
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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August 18, 2025

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

Reference: Historymaker Homes
Fieldstone Landing Section 1 – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 01062
Permit No. – N/A
Quiddity Job No. R0002-1042-01.003

Dear Mr. England:

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

<u>Applicant:</u>	Pape-Dawson
<u>Permit Type:</u>	Tract Development with Platting – Preliminary Plat and Preliminary Drainage Plan
<u>Location:</u>	North of Stockdick Road, south of Beckendorff Road, east of Schlipf Road, and west of Bartlett Road
<u>Survey:</u>	Fred Eule Survey, Abstract 375 and the H. & T.C. R.R. Co. Survey, Section 120, Block 1, Abstract No. 375, Waller County, Texas
<u>Technical Review:</u>	Based on our review of the Preliminary Plat of Fieldstone Landing Section 1, 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.
<u>For the Applicant:</u>	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

August 18, 2025

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

<https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1042-01.003 Fieldstone Landing Section 1/2.0 - Letters/Fieldstone Landing Section 1 PP Approval Ltr 081825.docx>

cc: Mr. Chett Wignall – Historymaker Homes via email chett.wignall@historymaker.com
Mr. Jack Banas – Pape-Dawson via email jbanas@pape-dawson.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

ADMINISTRATIVE AND MANAGEMENT SERVICES AGREEMENT FOR 2025

This Administrative and Management Services Agreement (this "Agreement") is entered into by and between the Brookshire-Katy Drainage District (the "District") and Fisk & Buller, LLC ("Consultant") effective October 1, 2025. The District is engaging Consultant to provide operations and management consulting services to the District in accordance with Exhibit A, General Services, of this Agreement (the "Services"). The District and Consultant agree that this Agreement constitutes the entire agreement between them.

I. SERVICES TO BE PROVIDED BY CONSULTANT. Pursuant to the terms and conditions set out in this Agreement, the District hereby engages Consultant, and Consultant agrees to perform the consulting services for the operations and management of the District, as provided in Exhibit A of this Agreement. Consultant shall perform or furnish the Services for the District as set out herein and will give professional consultation and advice to the District in his capacity as the Consultant.

II. COMPENSATION. The District agrees to pay Consultant for the Services a fixed fee of eleven thousand one hundred eighty-eight dollars (\$11,188.00) per month. In the event that the Effective Date of this Agreement is not on the 1st of the calendar month, the District shall pay Consultant a prorated fee based on the fixed fee and the number of days in the commencement month for the first month in lieu of the fixed fee. In the event that the Termination Date of this Agreement is not on the last day of the calendar month, the District shall pay a prorated fee based on the fixed fee and the number of days in the month for the termination month in lieu of the fixed fee. As an Independent Contractor, Consultant is solely and exclusively responsible for all taxes owed on the compensation paid under this Agreement, including without limitation all related interest, penalties and fines, and he fully understands that the District will make no withholdings on his behalf. In addition, the District will pay Consultant's actual out-of-pocket expenses reasonably incurred in the performance of the Services. All reimbursements for travel expenses outside the Waller County must be approved by the Board of Directors of the District (the "Board"). Consultant will invoice for such reimbursable expenses and shall provide to the District documentation sufficient to support such charges. Notwithstanding the foregoing, Consultant will not be paid for any amounts that exceed the amounts budgeted by the District for the Services and reimbursable costs unless such amount is approved in writing by the Board. Further, if Consultant does not perform all the Services as required by this Agreement, the District shall have the right to adjust the compensation to be paid to Consultant for such month.

III. BILLING AND PAYMENT. The District will pay Consultant monthly the fixed fee portion of the compensation hereunder within thirty (30) days of the District's receipt of an invoice from Consultant. The District will pay Consultant for the reimbursable expenses within thirty (30) days of the District's receipt of the invoice for such costs. The invoice must contain documentation of the reimbursable costs sufficiently detailed to allow the District to review, understand and approve each invoice. Entries with insufficient detail will not be approved or paid by the District.

IV. STANDARD TERMS AND CONDITIONS.

A. **STANDARD OF CARE.** Consultant's services shall be performed in accordance with the standard of professional practice ordinarily exercised by professional consultants who render the type of services to be provided hereunder at the time and within the locality where the Services are performed. Consultant and its employees shall follow the Rules of Conduct set out in Exhibit B, of this Agreement, while located at any District Facilities or representing the District in any capacity.

B. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the District.

C. **DELAYS.** If events beyond the control of the District or Consultant, including, but not limited to, fire, flood, explosion, riot, stroke, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay.

D. **TERM.** This agreement shall be in effect from October 1, 2025, and ending on September 30, 2026.

E. **TERMINATION/SUSPENSION.**

- (1) The District may terminate this Agreement upon thirty (30) days written notice to Consultant for any reason, with or without cause.
- (2) Consultant may terminate this Agreement upon ninety (90) days written notice to the District for any reason, with or without cause.
- (3) In the event either party defaults in its obligations under this Agreement (including District's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement after seven (7) days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued to completion. If such default is not remedied to the reasonable satisfaction of the non-defaulting party within 30 days, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party.
- (4) Either party may terminate this Agreement upon ten (10) days written notice to the other in the event that such party becomes involved in a conflict of interest with the other party.

Copies of all completed or partially completed reports or any other document prepared by Consultant pursuant to this Agreement shall be delivered to the District within fourteen (14) days of the effective date of termination, at no additional cost to the District.

F. **OPINIONS OF COST.** The District acknowledges that any opinion of costs prepared by Consultant is supplied for the general guidance of the District only. Since Consultant has no control over competitive bidding, if required, or market conditions, Consultant cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the District.

G. **RELATIONSHIP WITH CONTRACTORS.** Consultant shall serve as the District's professional representative for the Services and may make recommendations to the District concerning actions relating to the District's contractors, but, unless specifically authorized by the District, Consultant disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of services by the other District contractors. Consultant must receive the approval of the District before hiring any contractor, subcontractor, or consultant in connection with the Services permitted or required by this Agreement. Such approval shall specifically set forth the compensation, if any, to be paid by the District to any such contractor, subcontractor, or consultant, and any compensation to be paid to Consultant in connection therewith. The District shall not be liable for any costs or fees incurred without such prior approval.

H. **INSURANCE.** Consultant shall be responsible for maintaining commercial general liability insurance with coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, provided that the total annual premium for such coverage is available in an amount not to exceed \$5,000.00. Consultant shall provide a certificate of insurance to the District evidencing such coverage and shall have the District named as an additional insured on such policy.

I. **INDEMNITY PROVISIONS**

TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (A) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING FROM THE ALLEGED NEGLIGENCE, MISCONDUCT OR FAILURE TO ACT OF CONSULTANT OR ANY OF HIS AGENTS OR EMPLOYEES AND (B) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING FOR THE ALLEGED NEGLIGENCE IN SUPERVISING OR FAILURE OF THE DISTRICT TO SUPERVISED CONSULTANT IN PERFORMING THE SERVICES HEREUNDER.

TO THE FULLEST EXTENT PERMITTED BY LAW, DISTRICT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT AND HIS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING FROM THE ALLEGED NEGLIGENCE, MISCONDUCT OR FAILURE TO ACT OF DISTRICT OR ANY OF ITS AGENTS OR EMPLOYEES, EXCEPT AS SPECIFICALLY PROVIDED IN THE FOREGOING PARAGRAPH OF THIS SECTION.

J. **OWNERSHIP OF PROJECT DELIVERABLES.** Original documents, plans, designs, and survey notes belong to and remain the property of the District, provided that Consultant has received full compensation due pursuant to the terms of this Agreement. With the District's written consent, Consultant may retain reproducible copies of such documents at Consultants sole cost and expense. Consultant shall not reuse any such deliverables without the prior written consent of the District.

K. **INDEPENDENT CONTRACTOR.** In the performance of work or services herein agreed to, Consultant shall be deemed an independent contractor, and any of his employees performing work required hereunder shall be deemed solely employees of Consultant or his subcontractors where appropriate. Consultant is responsible for all taxes on the compensation he receives under this Agreement, and he is not eligible to participate in any employee benefits plans offered by the District to its employees. In the event that any compensation under this Agreement is subsequently determined by the Internal Revenue Service or any other authority to be taxable as wages and the District is required to pay employment taxes on such amounts, or related interest, penalties or fines, Consultant shall immediately reimburse the District for the entire amounts assessed against the District.

L. **ADDRESS OF NOTICE AND COMMUNICATIONS.** Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by any Party must be in writing and shall be given by depositing the same in the United States mail postpaid, return receipt requested, or by delivering the same to an officer of such Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

If to the District	The Brookshire-Katy Drainage District P.O. Box 608 Brookshire, Texas 77423 Attn: President
With copy to:	Andrew P. Johnson Attorney at Law 2929 Allen Pkwy. Suite 3150 Houston, Texas 77019
If to the Consultant:	Fisk & Buller LLC P.O. Box 53 Pattison, Texas 77466
With copy to:	Corinne H. Vahalik Vahalik & Vahalik, P.C. P.O. Box 730 Brookshire, Texas 77423

M. ADDRESS CHANGE. By giving to the other parties hereto at least thirty (30) days written notice, the parties hereto shall have the right at any time during the term of this Agreement to change their respective addresses to any other address within the United States of America.

N. COMPLIANCE WITH ALL LAWS. Consultant, in the performance of the Services hereunder, will comply at all times with all applicable laws, rules and regulations applicable to Consultant and to the District.

O. CONFLICTS OF INTEREST. Consultant agrees that neither he nor his employees, will knowingly become involved in any conflict of interest with the District and that if such a conflict of interest arises, he and his employees shall, upon discovery of the same, promptly disclose such conflict to the District. In the event the District believes a conflict has arisen, it shall promptly notify Consultant of such issue in writing. Consultant shall have ten (10) business days to either resolve the conflict or convince the District that there is no conflict. In the event Consultant and the District do not agree as to whether or not a conflict exists, the opinion of the District prevails, and the District may terminate this Agreement upon ten (10) days written notice without having to prove an actual conflict.

P. NONEXCLUSIVITY. The District understands and agrees that Consultant may provide services to other entities as long as such other work does not violate any provision of this Agreement or any other obligation owed to the District by Consultant.

Q. DISCLAIMER OF POLITICAL SUPPORT OR AFFILIATION. The District expressly disclaims any political support of or affiliation with Consultant. Further, the District hereby prohibits the expenditure of any District funds, directly or indirectly, including any costs to reimbursed to Consultant on any political candidate, party, organization or activity.

R. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

S. ASSIGNMENT. Except for assignments resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

T. NO WAIVER. No waiver by either party or any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

U. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the District's contractors, if any.

V. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

Consultant's Signature Page

SIGNED AND AGREED this _____ day of _____, 2025.

FISK & BULLER, LLC
a Texas Limited Liability Company

By: _____
Name: Oliver Stanley Kitzman, Jr.
Title: Managing Member

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____, 2025,
by OLIVER STANLEY KITZMAN, JR., managing member of FISK & BULLER, LLC, on behalf
of said Limited Liability Company and in the capacity stated.

Notary Public in and for
The State of Texas

Printed Name: _____

My Commission expires: _____

District's Signature Page

ATTEST:

BROOKSHIRE-KATY DRAINAGE DISTRICT

By: _____
Name: DAVID WELCH
Title: Secretary

By: _____
Name: ARNOLD ENGLAND
Title: President

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____, 2025,
by ARNOLD ENGLAND, President of the BROOKSHIRE-KATY DRAINAGE DISTRICT, on behalf
of said corporation.

Notary Public in and for
The State of Texas

Printed Name: _____

My Commission expires: _____

EXHIBIT A

General Services

Services to be provided by Consultant and its employees include but are not limited to the following:

1. Carry out and enforce the policies of the Brookshire-Katy Drainage District Board of Supervisors (the "Board");
2. Oversee all aspects of the operation for the Brookshire-Katy Drainage District (the "District");
3. Supervise all of the employees of the District;
4. Provide and ensure logistical support for the employees of the District in the performance of their duties;
5. Ensure that the District operates in a safe, ethical, legal, and fiscally responsible manner;
6. Evaluate the needs of the District and to coordinate, as necessary, with the Board, employees, and others to act upon the needs of the District;
7. Lead and participate in the strategic and long-range planning for the District
8. Prepare and present the annual budget for the District;
9. Research and present the annual tax rate recommendations to the Board;
10. Ensure the fiscal discipline of the District within the annual budget;
11. Prepare and present policy changes of the District for the Board's consideration;
12. Approve purchases for the daily operation of the District below the amount of five thousand dollars (\$5,000.00). Any amount above five thousand dollars (\$5,000.00) will require approval by at least two Board members or the majority of the Board as required by law;
13. Coordinate purchase of major equipment (tractors, vehicles, etc.) for the District;
14. Perform annual evaluations, or any other evaluations deemed necessary, on all employees of the District and recommend to the board any personnel actions;
15. Oversee the maintenance and operation of the District's physical property including equipment and facilities;

16. Provide vision, oversight, and guidance for the District's maintenance and construction projects;
17. Oversee the physical security of the District's assets;
18. Oversee the cyber security of the District's electronic assets;
19. Represent the District and negotiate on behalf of the District with other governmental and private entities;
20. Act as the senior District official with anyone, private or public, needing to do business with the District; and
21. Promote good will between the District and the community and other governmental entities.
22. Sign and execute documents on behalf of the District as general manager, but not as an employee of the District.

EXHIBIT B

Rules of Conduct

While contracted with Brookshire-Katy Drainage District (the "District") Consultant and its employees shall at all times conduct themselves in a professional and appropriate manner. Consultant and its employees are expected to exercise sound judgement about how they conduct themselves and follow the following rules of Rules of Conduct.

The following shall constitute a violation of the District's Rules of Conduct:

1. Violation of the District's policies prohibiting harassment and/or discrimination, failing to cooperate in an investigation, or engaging in retaliation.
2. Rudeness to district employees, supervisors, the Board of Supervisors, third parties, or members of the public.
3. Use of District vehicles, equipment, supplies, and/or goods for any purpose other than District business.
4. Falsification of records including, without limitations, resumes, time cards, driving records and/or licenses.
5. Disclosing information or confidential business information of the District to unauthorized persons.
6. Neglect or inattention to job responsibilities and assignments.
7. The unlawful manufacture, distribution, dispensing, possession, sale, or use of alcohol, controlled substances, drugs and/or inhalants during working hours, on the job, on any location in which work is being performed, and/or on District property.
8. Reporting to work under the influence of illegal drugs and/or alcohol or consuming illegal drugs and/or alcohol during work hours, on the job, or on District property.
9. Abuse, misuse, and/or waste or destruction of District vehicles, equipment, supplies, or goods.
10. Creating or contributing to unhealthy, unsanitary, or hazardous conditions which could cause harm to District employees, co-workers, clients or the public.
11. Failure to follow or violating safety rules and/or safety practices.
12. Engaging in disorderly conduct or abusive language.
13. Fighting, threatening, intimidating, attempting bodily harm or injury, or interfering with the work of others or the activities of the public.
14. Insubordination or refusal to follow lawful instructions or to perform designated work.
15. Theft, vandalism, dishonesty, or unauthorized removal or use of District property.

16. Failure to immediately report an accident which occurs on the job or by use of any District vehicle, equipment, or property.
17. Excessive personal use of personal or District electronic communication systems, including but not limited to phone, e-mail and/or internet services, or use of District electronic communication systems in violation of the Communications System Policy.
18. Unlawful possession of firearms, handguns, or deadly weapons during working hours, on the job, on any location in which work is being performed, and/or on District property.

EXHIBIT "C"**Recollection of the Discussion Regarding Agenda Item 12**

Supervisor Beckendorff noted that Mr. Kitzman's duties as a State Representative require significant time away from the District. He pointed out that legislative sessions alone accounted for 246 days in 2023 (2/3 of the calendar year) and 175 days so far in 2025 (3/4 calendar YTD). Supervisor Beckendorff added that, even when not in legislative session, State Representatives often must spend a significant amount of time working on various committees, communicating with constituents, campaigning, etc.

Supervisor Beckendorff further noted that the fees paid under the management agreement are calculated so that Mr. Kitzman continues to receive annual compensation equal to what he would have received by BKDD had he continued being employed as a full-time General Manager. Supervisor Beckendorff questioned how BKDD could justify paying Mr. Kitzman full-time annual rates when Supervisor Beckendorff believed him to be unavailable for 60-75% of the year.

Supervisor Beckendorff also noted that one of the main reasons that Mr. Buddy Brand was hired by BKDD was to allow Mr. Kitzman to focus on large-scale capital improvement projects in the District. Supervisor Beckendorff stated that, if BKDD is going to ask taxpayers to pay for a \$100 million bond to fund these types of projects, we need to show them that we are 100% capable and committed seeing these projects through. Supervisor Beckendorff questioned how BKDD could expect tax payers to vote for the projects when the person we have tasked with leading \$100 million of projects is only available every other year.

Supervisor England and Mr. Kitzman indicated that, in today's environment, one can be just as effective working remotely as they can in person.

Supervisor Beckendorff acknowledged that working remotely can be effective, but pointed out the following:

1. Supervisor Beckendorff stated that, to claim that BKDD management responsibilities can be carried out just effectively remotely as they can in-person was contradictory to prior statements made by Mr. Kitzman and to BKDD's decision to invest millions of dollars into a new administrative building. Supervisor Beckendorff noted that, prior to moving forward with the construction of the new BKDD administrative building, he had suggested that BKDD look into leasing (or purchasing) off-site office space to avoid all-time high construction costs and take advantage of the over-abundance of empty office buildings available in the market. In response to that suggestion, Mr. Kitzman had stated, in no uncertain terms, that he could not do his job effectively without being on-site to interact with and be available in-person to the crew. Mr. Beckendorff noted that Mr. Kitzman's position on this specific matter was a significant part of why he voted to move forward with constructing the new administrative building. Supervisor Beckendorff questioned how BKDD could justify spending

millions on new offices while simultaneously claiming there is no benefit to being in the office.

2. Supervisor Beckendorff also stated that this wasn't just a question of whether Mr. Kitzman could be as effective remotely as he could in-person. The bigger issue at hand was Mr. Kitzman's availability to fulfill BKDD responsibilities at all (either remotely or in-person). That is, this isn't an issue where Mr. Kitzman simply moved to a different city but continues to work the same hours for BKDD from an off-site location. Rather, this is a scenario where Mr. Kitzman has taken on a second job that takes priority over BKDD and, as a result, often precludes his availability to work on BKDD issues (either remotely or in-person). Because of this second job, Mr. Kitzman is often not available to BKDD employees and constituents (during normal BKDD hours) for weeks/months at a time.

Ms. Wendy Sidwell, the District Administrator, exited the meeting momentarily and returned with multiple notebooks. Ms. Sidwell stated that the notebooks contained logs, notes, and entries of meetings that BKDD staff, employees, consultants, developers, and permit applicants have had in which Mr. Kitzman attended. Ms. Sidwell offered for all the Supervisors present to review the notebooks. No Supervisor chose to review the notebook entries at the meeting.

Supervisor England noted that Mr. Kitzman's relationships with other key individuals and agencies prove to be valuable to the District's mission and reputation. Mr. Kitzman also indicated that his role and influence as a Texas State Representative provided significant value to BKDD. Mr. Kitzman provided a specific example where he helped secure \$25 million in potential funding for BKDD that likely would not have been possible if Mr. Kitzman's was not a State Representative.

Supervisor Beckendorff acknowledged that \$25 million in funding for the BKDD would obviously be great. However, he would expect our State Representative (whether Mr. Kitzman or someone else) to advocate for BKDD based upon the benefits we provide our mutual constituents regardless of whether that representative had ever been or was currently on BKDD payroll.

It was noted that Mr. Kitzman would advocate for BKDD based upon the benefits provided to the mutual constituents, but that the relationships Mr. Kitzman has been able to establish during his time as a State Representative, has helped BKDD connect with other parties, whether that be state, county, or developers, that BKDD may have not been able to connect with otherwise.

Supervisor Beckendorff acknowledged that there were likely benefits to BKDD associated with Mr. Kitzman being a State Representative. However, he stated that BKDD must be able to justify Mr. Kitzman's fees based upon the services he provides to BKDD in his capacity as "General Manager" of BKDD.

Supervisor Chisum stated that he was concerned about the "Nonexclusivity" provision of the agreement noting that he would not be comfortable with Mr. Kitzman providing similar services to other entities.

The District Attorney stated that this provision was necessary under IRS regulations for Mr. Kitzman to be considered an "independent contractor" rather than an employee.

Supervisor Beckendorff stated that he also had concerns regarding the appropriateness of Mr. Kitzman's classification as an "independent contractor." He stated that the Fisk & Buller Management Services Agreement appears to check the boxes for Mr. Kitzman to "identify" as an independent contractor but the facts and circumstances overwhelmingly point otherwise.

The District Attorney stated that, the contract was reviewed by their office, the attorney for Fisk & Buller, and the State Legislative Counsel, and that all parties agreed that the Agreement was valid, properly established Mr. Kitzman as an independent contractor, and in compliance with all state laws.

Both Mr. Brand and Ms. Sidwell noted that Mr. Kitzman's leadership remains essential to District operations and that he maintains regular contact with staff.

Supervisor Beckendorff acknowledged that Mr. Kitzman was indeed an asset to BKDD, when available, but stated that he didn't believe it was appropriate to "contract out" General Manager Duties.

Supervisor Beckendorff also noted that multiple BKDD staff had reached out to him (unsolicited) to express concerns related the current arrangement with Mr. Kitzman and its impact on the working environment.

Supervisor Beckendorff stated he didn't know what he believed to be the best alternative to the current arrangement with Mr. Kitzman is, but suggested the following:

- The General Manager at BKDD should be full-time, in-house. If Mr. Kitzman cannot be full-time, in-house then Mr. Brand should be promoted to General Manager.
- Mr. Kitzman brings valuable experience and could be an excellent Assistant General Manager. Compensation could be at the same rate based on a 40 our work week but should be invoiced on an hourly basis.
- BKDD needs to provide a means for staff to provide feedback on HR type issues so that staff can provide feedback/express concerns regarding management and work environment without retaliation. Given small number of staff, this likely will require some kind of third party HR service.

Supervisor England asked Supervisor Beckendorff if he visited the District on a daily basis and observed the workings of the District during operation hours.

Supervisor Beckendorff responded that he did not.

BROOKSHIRE-KATY DRAINAGE DISTRICT			
2025-2026 Working Budget			
2025 Tax Base	Proposed Tax Rate	2025-26 Levy	95%
9,360,225,686	0.057850	5,414,890.56	\$5,144,146.03
REVENUE			
Taxes			\$5,144,146.03
Interest - General Fund			\$2,500.00
Interest - Payroll Fund			\$150.00
Interest - Building Fund			\$500.00
Interest - Capital Improvements			\$500.00
Interest - Texpool			\$50.00
Interest - CD's			\$15,000.00
Permits & Inspection Fees			\$850,000.00
Civil Penalties & Misc.			\$50,000.00
DFMA Legal Fee			\$10,000.00
TOTAL REVENUE			\$6,072,846.03
OPERATING EXPENSES			
Appraisal District Cost			\$53,000.00
County Collection Fee			\$25,000.00
Non-exempt Labor			\$771,854.68
General and Admin Salaries			\$340,374.16
Supervisor Compenstation			\$36,000.00
FICA expense		7.65%	\$87,839.51
Unemployment		0.10%	\$2,500.00
Retirement		9.00%	\$100,100.60
Insurance - Medical			\$124,000.00
Insurance - Worker's Comp			\$16,000.00
Insurance - Liability			\$35,000.00
Insurance - Bonds			\$400.00
Training/Education			\$5,000.00
Uniforms			\$6,000.00
Mileage Reimbursement			\$2,200.00
Office Supplies			\$8,500.00
Office Equipment			\$15,000.00
Postage			\$1,000.00
Public Notices			\$1,500.00
Legal			\$550,000.00
Engineering and Surveying			\$1,700,900.00
Management Consulting			\$134,267.44
Accounting and Audit			\$35,000.00
IT			\$32,000.00
Cleaning Service			\$16,000.00
Pest Control			\$2,200.00
Texas Water Association			\$23,000.00
Shop Supplies			\$12,000.00
Utilities - Admin Building			\$40,000.00
Utilities - Shop Building			\$15,000.00
Utilities - Discovery Park			\$1,500.00
Repair - Trucks & Trailers			\$30,000.00
Repair - Tractors/Mowers			\$40,000.00
Repair - Heavy Eq/Dozers			\$25,000.00
Maintenance - Facilities			\$14,000.00
Maintenance - Easements			\$30,000.00
Maintenance - Discovery Park			\$5,000.00
Maintenance - Ice Machine			\$1,500.00
Fuel - Diesel			\$50,000.00
Fuel - Gasoline			\$25,000.00
Hydraulic Oil/Lubricants/DEF			\$4,000.00
Pipe & Culvert			\$10,000.00
Concrete and Stab. Materials			\$25,000.00
Soil Stabilization and Vegetation Mgmt.			\$25,000.00
Bridge Materials			\$6,000.00
Contract Labor			\$50,000.00
Equip Rental			\$5,000.00
Tools			\$2,500.00
Capital Improvements			\$1,227,209.65
Master Drainage Plan Phase-II			\$0.00
New Facilities			\$200,000.00
New Equipment			\$65,000.00
EAT 920 Lease	-	-	\$0.00
Environmental Expense			\$2,500.00
Public Relations/Community Outreach			\$1,000.00
Miscellaneous			\$6,000.00
Election Expense			\$30,000.00
TOTAL OPERATING EXPENSES			\$6,072,846.03

BKDD HOLIDAY SCHEDULE
FY 2025-2026

2024-2025	2025-2026	HOLIDAY	OBSERVED			
-		Columbus Day	Monday	October	13	2025
✓		Veterans' Day	Tuesday	November	11	2025
✓		Thanksgiving	Thursday	November	27	2025
✓		Day after Thanksgiving	Friday	November	28	2025
✓		Christmas Eve	Wednesday	December	24	2025
✓		Christmas Day	Thursday	December	25	2025
✓		District Closed	Friday	December	26	2025
✓		District Closed	Monday	December	29	2025
✓		District Closed	Tuesday	December	30	2025
✓		New Year's Eve	Wednesday	December	31	2025
✓		New Year's Day	Thursday	January	1	2026
-		Martin Luther King Day	Monday	January	19	2026
-		Washington's Birthday (Presidents' Day)	Monday	February	16	2026
-		Texas Independence Day	Monday	March	2	2026
✓		Good Friday	Friday	April	3	2026
-		Cinco de Mayo	Tuesday	May	5	2026
✓		Memorial Day	Monday	May	25	2026
✓		Juneteenth	Friday	June	19	2026
✓		Independence Day (July 4th)*	Friday	July	3	2026
✓		Labor Day	Monday	September	7	2026

* Actual Day is during a weekend

✓ = Approved District Holiday
- = Holiday not observed by the District

ENGAGEMENT LETTER

Re: Public Affairs Services for BKDD Bond Awareness Campaign

Date: August 3, 2025

To: Brookshire-Katy Drainage District (BKDD)

From: Dr. Jacquie Baly, President & CEO, BalyProjects

Thank you for the opportunity to support the Brookshire-Katy Drainage District’s (BKDD) upcoming bond program. This letter serves to formalize our engagement and outline the scope, expectations, and terms of service.

Scope of Engagement

BalyProjects, under the leadership of Dr. Jacquie Baly, will provide comprehensive **public affairs and strategic communications services** in support of BKDD’s bond awareness campaign.

Services will include:

1. **PAC Formation Guidance & Strategic Structuring**
 - Assist in establishing a compliant PAC and strategic advisory on steering committee composition.
2. **Message Development & Branding Oversight**
 - Develop campaign slogan, logo, messaging themes, and visual identity.
3. **Public Relations & Media Strategy**
 - Coordinate digital, print, and earned media outreach to educate and engage voters.
4. **Community Engagement Planning**
 - Organize and support town halls, Chamber, service clubs, HOA presentations, and direct stakeholder outreach.
5. **Stakeholder Mobilization**
 - Educate influential community leaders, landowners, and policy allies.
6. **Voter Education Strategy**
 - Provide targeted strategies for informing and mobilizing likely voters.

7. Monitoring & Adjustment

- Track campaign traction and advise on message refinement and media reallocation as needed.

Engagement Term

This engagement is effective **August 4, 2025** and will continue until the conclusion of the bond election campaign, November 4, 2025, or until otherwise agreed upon in writing by both parties.

Professional Fees

A **monthly retainer of \$7,500** will be paid to BalyProjects beginning on August 4, 2025 and continuing through the duration of the campaign. Each monthly retainer shall cover from the 4th of the month to the 4th of the succeeding month. This retainer covers all services outlined above, excluding out-of-pocket expenses such as travel, printing, third-party media buys, or event costs, which will be pre-approved and billed separately.

Expectations and Collaboration

- BKDD will provide timely access to relevant stakeholders, data, and materials necessary for successful messaging and community engagement.
- BalyProjects will work in coordination with Quiddity Engineering and other relevant consultants to align messaging with technical priorities and growth projections.
- Regular campaign updates will be shared with BKDD leadership to ensure transparency and alignment.

Acknowledgment and Agreement

To proceed with the engagement, please sign and return this letter as confirmation.

We are honored to support this important initiative and are confident our partnership will help secure a successful outcome for the bond campaign.

Sincerely,

Dr. Jacquie Baly

President & CEO, BalyProjects

ACKNOWLEDGED AND AGREED:

Brookshire-Katy Drainage District

By: _____

Name:

Title:

Date:

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

August 28, 2025

The Board of Supervisors of Brookshire-Katy Drainage District (the "District") met in special session, open to the public, at 12:00 p.m. on the 28th day of August, 2025, 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 except Supervisor Keeling, thus constituting a quorum.

Also attending the meeting were Buddy Brand, Assistant General Manager of the District; Wendy Sidwell, District Administrator; Michael McCarthy, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); and William Petrov, attorney 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
PROPOSE THE 2025 - 2026 TAX RATE AND AUTHORIZE THE PUBLICATION OF NOTICE OF PUBLIC HEARING ON TAX RATE IN KATY TIMES

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board proposed a tax rate of \$0.057850 per \$100 of assessed valuation and authorized the District Administrator to (i) publish notice of a proposed tax rate of \$0.057850 per \$100 of assessed valuation; and (ii) publish notice of a public hearing at 1111 Kenney Street, Brookshire, Texas on such proposed rate for September 15, 2025 at 8:30 a.m. in the Katy Times.

ADJOURNMENT

With no additional matters to discuss, upon motion by Supervisor Welch, seconded by Supervisor Chisum, and with all Supervisors voting aye, the Board adjourned the meeting at 12:20 P.m.

[EXECUTION PAGE FOLLOWS]

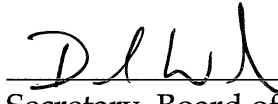
2609

SIGNED this 9th day of September 2025.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

