

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

October 13, 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 13th day of October, 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. Also attending the meeting were Stan Kitzman, General Manager of the District; Buddy Brand, Assistant General Manager of the District; and Wendy Sidwell, District Administrator; Michael McCarthy, P.E., and Gabriella Regueiro of Quiddity Engineering ("Quiddity" or "Engineer"); Jennifer Curtis of META Planning + Design LLC; Elaine Stremlau, P.E., of EHRA; 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
MINUTES OF SEPTEMBER 8, 2025, REGULAR SESSION AND SEPTEMBER 22, 2025, SPECIAL MEETING

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved the minutes of the September 8, 2025, regular Board meeting; and the minutes of the September 22, 2025, special Board meetings.

Agenda Item No. 5
AUGUST 25, 2025 SPECIAL MEETING MINUTES

Upon motion by Supervisor Chisum, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the August 25, 2025 were tabled.

Agenda Item No. 6
PROFESSIONAL SERVICES CONTRACT WITH PURDUE BRANDON REGARDING DELINQUENT TAX COLLECTIONS ("CONTRACT")

Upon motion by Supervisor Chisum, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Contract was tabled.

Agenda Item No. 7

ENGINEER'S REPORT

- a) Permit Application for Tract Development Without Platting for Freeman Substation ID: 00388; Permit No. 2024-96

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 CenterPoint Energy Houston Electric, LLC; ID: 00858, Permit No. 2024-96 ("DFMA")

Mr. Petrov reviewed the DFMA.

Upon motion by Supervisor Chisum, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved (i) Permit Application No. 2024-96, as recommended by Quiddity; and (ii) the DFMA, as recommended by Johnson Petrov.

- c) Permit Application for Tract Development Without Platting for Lakes of Cane Island Lake Champlain Drive ID: 01051; Permit No. 2025-73

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-1".

- d) Permit Application for Tract Development Without Platting for Lakes of Cane Island Water Plant, ID: 01021; Permit No. 2025-63

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 Lakes of Cane Island Recreational Center - Final Drainage Plans ID: 01004, Final Plat ID: 01003, Permit No. 2025-58

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 Lakes of Cane Island Detention Reserve G - Preliminary Plat ID: 01152

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

- g) Permit Application for Tract Development With Platting for Lakes of Cane Island Section 9 - Preliminary Plat ID: 01123

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-5".

- h) Permit Application Extension for Tract Development With Platting for Lakes of Cane Island Section 5 - Preliminary Plat ID: 00885

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-6".

Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board (i) approved Permit Application for Tract Development Without Platting for Lakes of Cane Island Lake Champlain Drive, ID: 01051; Permit No. 2025-73; (ii) approved Permit Application for Tract Development Without Platting for Lakes of Cane Island Water Plant, ID: 01021; Permit No. 2025-63; (iii) approved Permit Application for Tract Development With Platting for Lakes of Cane Island Recreational Center – Final Drainage Plans, ID: 01004, Final Plat ID: 01003; Permit No. 2025-58; (iv) Tabled Permit Application for Tract Development With Platting for Lakes of Cane Island Detention Reserve G – Preliminary Plat, ID: 01152 pending direction on easements required in connection with the projects outlined in the Waller County Mobility Bond; (v) approved Permit Application for Tract Development With Platting for Lakes of Cane Island Section 9 – Preliminary Plat, ID: 01123; and (vi) approved Permit Application Extension for Tract Development With Platting for Lakes of Cane Island Section 5 – Preliminary Plat, ID: 00885.

- i) Permit Application for Tract Development Without Platting for Texas Heritage Marketplace - Sam's Club & Fueling Station, ID: 01087; Permit No. 2025-83

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-7".

- j) Permit Application for Tract Development Without Platting for Whataburger- I-10 & Pederson Road, ID: 01079, Permit No. 2025-80

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-8".

Upon motion by Supervisor Chisum, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application Nos. 2025-83, and 2025-80, as recommended by Quiddity.

- k) Permit Application for Tract Development With Platting for Brookshire Warehouse (3615 S Front) – Final Plat, ID: 00787, Permit No. 2025-02

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application No. 2025-02, as recommended by Quiddity. A copy of the recommendation letter is attached hereto as Exhibit "A-9".

- l) Permit Application for Tract Development With Platting for Serenada Section 1 - Final Drainage Plans ID: 00511, Final Plat ID: 01136, Permit No. 2025-96

Upon motion by Supervisor Chisum, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application No. 2025-96, as recommended by Quiddity. A copy of the recommendation letter is attached hereto as Exhibit "A-10".

- m) Permit Application for Tract Development With Platting. for Sunterra Lakes North Section 7 – Final Drainage Plans ID: 01038, Final Plat ID: 01137, Permit No. 2025-37

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-11".

- n) Permit Application for Tract Development With Platting for Sunterra Lakes North Section 8 – Final Drainage Plans: ID: 01086, Final Plat ID: 01139, Permit No. 2025-82

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-12".

Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application Nos. 2025-37 and 2025-82, as recommended by Quiddity.

- o) Permit Application for Tract Development With Platting for Jasek Farms Section 3 - Preliminary Plat ID: 01142

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-13"

- p) Permit Application for Tract Development With Platting for Jasek Farms Section 4 - Preliminary Plat ID: 01143

Mr. McCarthy reviewed a recommendation letter for the above-referenced Permit Application, a copy of which is attached hereto as Exhibit "A-14".

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved Preliminary Plat ID Nos. 01142 and 01143, as recommended by Quiddity.

- q) Permit Application for Tract Development With Platting for La Segarra Section 2 Partial Replat No. 1 - Preliminary Plat ID: 01134

Upon motion by Supervisor Chisum, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved Preliminary Plat ID No. 01134, as recommended by Quiddity. A copy of the recommendation letter is attached hereto as Exhibit "A-15".

- r) Permit Application for Tract Development With Platting for Replat of Enterprise Park at Twinwood - Preliminary Plat ID: 01092

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved Preliminary Plat ID No. 01092, as recommended by Quiddity. A copy of the recommendation letter is attached hereto as Exhibit "A-16".

Agenda Item No. 8

FINANCIAL REPORT

- A. Transfer money from General Fund to Payroll Fund. Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board authorized a transfer of \$200,000 from the General to the Payroll Fund.
- B. Discuss and take action to pay bills. Ms. Sidwell presented to and reviewed with the Board the September 2025 bills.
- C. September 2025 Financial Report. She presented the Financial Report, a copy of which is attached hereto as Exhibit "B".

Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved

(i) payment of the September 2025 bills; and (ii) the September 2025 Financial Report.

- D. Amend 2024-2025 Budget. Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board tabled this matter.
- E. Engagement Letter from Evans and Feese CPAs, PLLC for FY 2024-2025 Annual Audit ("Audit Engagement Letter"). Upon motion by Supervisor Chisum, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved Audit Engagement Letter, a copy of which is attached hereto as Exhibit "C".

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 "D".
- B. Inspector's Report and Enforcement Action Updates. Mr. Brand reviewed the Inspection Report, a copy of which is attached to the General Manager's Report. Mr. Brand and Mr. McCarthy provided enforcement action updates.

Mr. Petrov reported that Awry Ready Mix ("Awry") requested approval for a reduced performance bond since the contract covers labor only, with Awry providing materials. He noted that if the District assumes the contract, it would be liable for both labor and materials costs, and therefore recommended requiring a full performance bond from Awry. The Board agreed, and Mr. Petrov confirmed that a full performance bond will be requested from Awry.

- C. Mustang CAT Quote Q-36206 for Excavator 323 Repair Work. Upon motion by Supervisor Beckendorff, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board ratified the approval of Mustang CAT Quote Q-36206 in the amount of \$11,930.64.
- D. Shoppa's Quote 33219912 for Purchase of 2025 John Deere 5075E Cab Utility Tractor. Upon motion by Supervisor Chisum, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved the purchase of a 2025 John Deere 5075E Cab Utility Tractor in the amount of \$60,953.17; and authorized the General Manager and/or Assistant General Manager to execute the sale agreement.
- 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. Mr. Petrov discussed proposed amendments to the Tender Agreement with the Surety - Berkshire Hathaway.

Agenda Item No. 10

FUTURE CAPITAL IMPROVEMENT PROJECTS

This matter was discussed in an executive session.

Agenda Item No. 11EXECUTIVE SESSION

Upon motion by Supervisor Chisum, seconded by Supervisor Keeling, the Board recessed into Executive Session at 9:07 p.m. pursuant to Texas Government Code Sections 551.071 (Consultation with Attorney) and 551.072 (Deliberation Regarding Real Property).

Agenda Item No. 11RECONVENE OPEN SESSION AND TAKE ACTION PURSUANT TO EXECUTIVE SESSION

Upon motion by Supervisor Chisum, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board reconvened in Open Session at 9:43 a.m. No action was taken during the executive session.

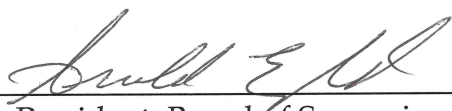
Next, upon motion by Supervisor Chisum, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board tasked Supervisor England to explore acquiring property for regional detention.

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 9:46 p.m.

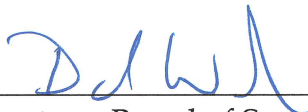
[EXECUTION PAGE FOLLOWS]

SIGNED this 10th day of November 2025.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

Exhibit	Description
Exhibit "A"	Permit Application Recommendation - Freeman Substation (Permit No. 2024-96)
Exhibit "A-1"	Permit Application Recommendation - Lakes of Cane Island Lake Champlain Drive (Permit No. 2025-73)
Exhibit "A-2"	Permit Application Recommendation - Lakes of Cane Island Water Plant (Permit No. 2025-63)
Exhibit "A-3"	Permit Application Recommendation - Lakes of Cane Island Recreational Center (Permit No. 2025-58)
Exhibit "A-4"	Permit Application Recommendation - Lakes of Cane Island Detention Reserve G (Preliminary Plat ID: 01152)
Exhibit "A-5"	Permit Application Recommendation - Lakes of Cane Island Section 9 (Preliminary Plat ID: 01123)
Exhibit "A-6"	Permit Application Extension Recommendation - Lakes of Cane Island Section 5 (Preliminary Plat ID: 00885)
Exhibit "A-7"	Permit Application Recommendation - Texas Heritage Marketplace (Permit No. 2025-83)
Exhibit "A-8"	Permit Application Recommendation - Whataburger (Permit No. 2025-80)
Exhibit "A-9"	Permit Application Recommendation - Brookshire Warehouse (Permit No. 2025-02)
Exhibit "A-10"	Permit Application Recommendation - Serenada Section 1 (Permit No. 2025-96)
Exhibit "A-11"	Permit Application Recommendation - Sunterra Lakes North Section 7 (Permit No. 2025-37)
Exhibit "A-12"	Permit Application Recommendation - Sunterra Lakes North Section 8 (Permit No. 2025-82)
Exhibit "A-13"	Permit Application Recommendation - Jasek Farms Section 3 (Preliminary Plat ID: 01142)
Exhibit "A-14"	Permit Application Recommendation - Jasek Farms Section 4 (Preliminary Plat ID: 01143)
Exhibit "A-15"	Permit Application Recommendation - La Segarra Section 2 Partial Replat No. 1 (Preliminary Plat ID: 01134)
Exhibit "A-16"	Permit Application Recommendation - Replat of Enterprise Park at Twinwood (Preliminary Plat ID: 01092)
Exhibit "B"	August 2025 Financial Report
Exhibit "C"	Audit Engagement Letter
Exhibit "D"	General Manager's Report



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October 10, 2025

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

Reference: Centerpoint Energy Houston Electric, LLC
Freeman Substation – **Tract Development without Platting**
Application ID No. 00388
BKDD Permit No. 2024-96
Quiddity, Inc. Job No. R0002-1020-01.045

Dear Mr. England:

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

Applicant: RG Miller/DCCM

Permit Type: Tract Development without Platting – Final Drainage Plans

Location: 28272 FM 529, Katy, Texas 77493

Previous Approvals: N/A

Description: The proposed Freeman Substation (Development) encompasses approximately 14.45 acres of land within an approximate 21.34 acre tract. The Development proposes to construct a Centerpoint substation, pavement, drainage and detention facilities, and utilities.

The drainage for the site is conveyed using swales, inlets, and underground storm sewer. The Development includes construction of a single hybrid dry and wet-bottom detention basin. The detention basin includes 16.48 ac-ft of detention capacity with a detention storage rate of 1.13 ac-ft/ac. Additionally, the detention pond includes 3:1 side slopes, 20-ft maintenance berms, minimum 1-ft of freeboard, a safety shelf, and a concrete pilot channel within the dry bottom area. The detention pond's outfall includes a single 24-inch reinforced concrete pipe with a 10-inch restrictor and a concrete overflow spillway that connects to the FM 529 ditch. The applicant provided TxDOT's approved permit for the proposed discharge rate into the FM 529 ditch. 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.



Mr. Arnold England, President
October 10, 2025
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DFMA: The property owner has provided the executed Detention Facilities Maintenance Agreement (DFMA) to the District's legal counsel that included the referenced detention facilities. The DFMA will be considered for Board approval under a separate agenda item at the October 13, 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.

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

October 10, 2025

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

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

Sincerely,

Michael McCarthy, PE

MHM/dme

https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1020-01.045 Freeman Substation_00388/2.0 - Letters/Freeman Substation TDWOP FDP Approval Ltr 101025.docx

cc: Mr. Ahmad Amous – CP Energy Houston Electric, LLC via email ahmad.amous@centerpointenergy.com
Mr. Soodeh Mahmoodi – RG Miller/DCCM via email SMAHMOODI@RGMILLER.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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October 10, 2025

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

Reference: Perry Homes
Lakes of Cane Island Lake Champlain Drive – **Tract Development without Platting**
Application ID No. 01051
BKDD Permit No. 2025-73
Quiddity, Inc. Job No. R0002-1033-01.022

Dear Mr. England:

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

Applicant: Edminster, Hinshaw, Russ, & Associates

Permit Type: Tract Development without Platting – Final Drainage Plans

Location: North of Morton Road, south of Clay Road, east of Rocky Lane, and west of Pitts Road

Previous Approvals: N/A

Description: The proposed Lakes of Cane Island Lake Champlain Drive (Development) encompasses approximately 1.59 acres of land being used for street dedication.

The drainage for the site is conveyed through curb and gutter inlets, which connects to an underground public storm sewer system that outfalls into Detention Pond F, which outfalls into Detention Basins E, D, C, B, A, which then connects to the existing Cane Island Sec 35 storm sewer system.

The referenced detention facilities were included in the construction plans titled, "Lakes of Cane Island Detention" that were approved by the District under Permit No. 2024-109 on February 10, 2025. Additionally, the drainage impact assessment (DIA) for "Lakes of Cane Island Drainage Impact Analysis" has been reviewed and accepted by the District on December 28, 2024. The drainage and detention components outlined in the plans for the Development are designed in accordance with the DIA.



Mr. Arnold England, President
October 10, 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 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.

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>).



QUIDDITY

Exhibit "A-1"

Mr. Arnold England, President
October 10, 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 McCarthy, PE

MHM/dme

<https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1033-01.022 Lakes of Cane Island Lake Champlain Drive/2.0 - Letters/Lakes of Cane Island Lake Champlain Dr TDWOP FDP Approval Ltr 101025.docx>

cc: Mr. Connor Young – Perry Homes via email connor.young@perryhomes.com
Ms. Elaine Stremiau – Edminster, Hinshaw, Russ, & Associates via email estremiau@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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October 10, 2025

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

Reference: Quadvest, LP
Lakes of Cane Island Water Plant – **Tract Development without Platting**
Application ID No. 01021
BKDD Permit No. 2025-63
Quiddity, Inc. Job No. R0002-1033-01.021

Dear Mr. England:

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

Applicant: Quadvest, LP

Permit Type: Tract Development without Platting – Final Drainage Plans

Location: North of Morton Road, south of Clay Road, east of Rocky Lane, and west of Pitts Road

Previous Approvals: N/A

Description: The proposed Lakes of Cane Island Water Plant (Development) encompasses approximately 2.05 acres of land. The Development proposes to construct a water plant with drainage swales, paving, and utilities.

The drainage for the site is conveyed through swales, which connect to an existing offsite swale that was permitted in plans titled "Lakes of Cane Island Water Plant Clearing and Grubbing" that was approved on May 12, 2025 under Permit No. 2025-25. The offsite swale outfalls into Detention Pond F, which outfalls into Detention Basins E, D, C, B, A, which then connects to the existing Cane Island Sec 35 storm sewer system.

The detention facilities were included in the construction plans titled, "Lakes of Cane Island Detention" that was approved by the District on February 10, 2025 under Permit No. 2024-109. Additionally, the drainage impact assessment (DIA) for "Lakes of Cane Island Drainage Impact Analysis" has been reviewed and accepted by the District on December 28, 2024. The drainage and detention components outlined in the plans for the Development are designed in accordance with the DIA.



Mr. Arnold England, President
October 10, 2025
Page 2

District Ultimate ROW: The District has an existing 50-ft wide drainage easement located to the west and adjacent to the Development's boundary. Per the District's Master Drainage Plan, an additional 20-ft drainage easement is required to convey ultimate flows. A 20-ft buffer/no work zone has been indicated along the western boundary of the Development to accommodate a future District drainage easement. Currently, Waller County is in the design phase for the future Bartlett Road extension which plans to overtake most of the District's existing 50-ft wide drainage easement. If the roadway project includes adequate drainage improvements to convey the ultimate flows per the District's Master Drainage Plan, then this 20-ft buffer can be removed with the District's approval of the Bartlett Road extension.

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 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.



Mr. Arnold England, President
October 10, 2025
Page 3

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/R0002-1033-01.021 Lakes of Cane Island Water Plant/2.0 - Letters/Lakes of Cane Island Water Plant TDWOP FDP Approval Ltr 101025.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1033-01.021%20Lakes%20of%20Cane%20Island%20Water%20Plant/2.0%20-%20Letters/Lakes%20of%20Cane%20Island%20Water%20Plant%20TDWOP%20FDP%20Approval%20Ltr%20101025.docx)

cc: Quadvest, LP via email permitting@quadvest.com
Ms. Elaine Stremlau, PE – EHRA via email estremlau@ehra.team
Mr. Connor Young, PE – Perry Homes via email connor.young@perryhomes.com
Mr. Ross McCall, PE - Waller County Engineer via email engineering@wallercounty.us
Mr. Andrew Johnson, III - Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com



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

October 10, 2025

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

Reference: PHHOU - Cane Island 178, LLC
Lakes of Cane Island Recreation Center – **Final Plat and Drainage Plans**
Application ID No. 01003 (FP) & 01004 (FDP)
Permit No. – 2025-58
Quiddity Job No. R0002-1033-01.014

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 – Final Plat and Drainage Plans

Location: North of Morton Road, south of Clay Road, east of Schlipf Road, and west of Pitts Road

Survey: H. & T. C. Railroad Company Survey – Section 127, Abstract 205, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat for Lakes of Cane Island Recreation Center on October 28, 2024.

Description: The proposed Lakes of Cane Island Recreation Center (Development) encompasses approximately 3.14 acres of land. The Development proposes a single building for recreation purposes with paving, drainage, and utilities.

The drainage for the site is conveyed through onsite inlets and underground storm sewer, which connects to an underground public storm sewer system along Lake Champlain Drive. The storm sewer within Lake Champlain Drive is included in Permit No. 2025-73 that will be considered under a separate agenda item at the October 13, 2025 District meeting. Flow within Lake Champlain Drive will outfall into Detention Pond F, which outfalls into Detention Basins E, D, C, B, A, which then connects to the existing Cane Island Sec 35 storm sewer system.



Mr. Arnold England, President
October 10, 2025
Page 2

The detention facilities were included in the construction plans titled, "Lakes of Cane Island Detention" that was approved by the District on February 10, 2025 under Permit No. 2024-109. Additionally, the drainage impact assessment (DIA) for "Lakes of Cane Island Drainage Impact Analysis" has been reviewed and accepted by the District on December 28, 2024. The drainage and detention components outlined in the plans for the Development are designed in accordance with the DIA.

DFMA:

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

Technical Review:

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

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

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

For the Applicant:

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



Mr. Arnold England, President
October 10, 2025
Page 3

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/R0002-1033-01.014 Lakes of Cane Island Rec Center/2.0 - Letters/Lakes of Cane Island Rec Center FP & FDP Approval Ltr 101025.docx>

cc: Mr. Conner Young – Perry Homes via email Connor.Young@PerryHomes.com
Mr. Darwin Juarez – Edminster, Hinshaw, Russ & Associates via email djuarez@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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October 7, 2025

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

Reference: PHHOU - Cane Island 178 LLC
Lakes of Cane Island Detention Reserve G – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 01152
Permit No. – N/A
Quiddity Job No. R0002-1033-01.026

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 Morton Road, south of Clay Road, east of Rocky Lane, and west of Pitts Road

Survey: H. & T.C. R.R. Co. Survey, Abstract No. 205, Section 127, Waller County, Texas

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

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

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

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



Mr. Arnold England, President

October 7, 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/R0002-1033-01.026 Lakes of Cane Island Detention Reserve G/2.0 - Letters/Lakes of Cane Island Detention Reserve G PP Approval Ltr 100725.docx>

cc: PHOU - Cane Island 178 LLC via email cbeasley@ehra.team
Mr. Michael Turzillo – Edminster, Hinshaw, Russ & Associates 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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October 7, 2025

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

Reference: PHHOU - Cane Island 178 LLC
Lakes of Cane Island Section 9 – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 01123
Permit No. – N/A
Quiddity Job No. R0002-1033-01.025

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 Morton Road, south of Clay Road, east of Rocky Lane, and west of Pitts Road

Survey: H. & T.C. R.R. Co. Survey, Abstract No. 205, Section 127, Waller County, Texas

Technical Review: Based on our review of the Preliminary Plat of Lakes of Cane Island Section 9, the permit application generally complies with the District's Rules and Regulations; we interpose no objection and recommend its acceptance by the District's Board of Supervisors.

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

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

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



Mr. Arnold England, President

October 7, 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,

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

Michael H. McCarthy, PE

MHM/dme

<https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1033-01.025 Lakes of Cane Island Section 9/2.0 - Letters/Lakes of Cane Island Section 9 PP Approval Ltr 100725.docx>

cc: PHHOU - Cane Island 178 LLC via email crojas@ehra.team

Mr. Michael Turzillo – Edminster, Hinshaw, Russ & Associates 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



TBPE No. F-726
TBPLS No. 10092300

EXTENSION REQUEST LETTER

DATE: October 7, 2025

TO: Brookshire-Katy Drainage District
1111 Kenney St
Brookshire, TX 77423
PH: 281.375.5430

FROM: EHRA/Michael Turzillo
Assistant Project Manager | Planning and Visioning

RE: **EXTENSION REQUEST LETTER – Lakes of Cane Island Section 5 Preliminary Plat**

Recommendation/ Reason(s) if not approved:		
Date: 10/13/2025	☒ Approved as submitted	
Application No.: 00885	☐ Approved as Noted	
BKDD President	☐ Not Approved for Reason(s) Stated	
BKDD District Engineer	☐ Not Applicable	
Comment/Conditions:		

SUMMARY OF EXTENSION NEED:

The preliminary plat for Lakes of Cane Island Section 5 was approved on 3/24/2025. We are submitting a request for an extension of this approval. The preliminary plats were submitted before our engineering team was ready to begin construction plan development.

REQUESTED EXTENSION PERIOD:

Considering, our preliminary plat expired on 9/24/2025. We respectfully request an extension for an additional 180 days from the expired date.

Sincerely,

Michael Turzillo
Assistant Project Manager | Planning and Visioning
EHRA



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Katy, Texas 77449
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October 10, 2025

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

Reference: NewQuest
Texas Heritage Marketplace - Sam's Club & Fueling Station –
Tract Development without Platting
Application ID No. 01087
BKDD Permit No. 2025-83
Quiddity, Inc. Job No. R0002-1032-01.008

Dear Mr. England:

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

Applicant: Carlson Consulting

Permit Type: Tract Development without Platting – Final Drainage Plans

Location: 29153 Katy Freeway, Katy, Texas 77494

Previous Approvals: N/A

Description: The proposed Texas Heritage Marketplace - Sam's Club & Fueling Station (Development) encompasses approximately 15.3 acres of commercial land. The Development proposes to construct a single building for commercial use, gas station, concrete parking, drainage and utilities.

The drainage for the site is conveyed through inlets and private underground storm sewer system, which connects to an existing underground public storm sewer system along Heritage Oak Lane, which outfalls into the existing Texas Heritage Marketplace Detention basin, which then discharges into Willow Fork.

The public storm sewer within Heritage Oak Lane was included in the plans titled "Heritage Oak Lane" that was approved by the District on May 12, 2025 under Permit No. 2024-66. The detention basin was included in the construction plans titled, "Texas Heritage Marketplace Detention Basins" that was approved by the District on December 9, 2024 under Permit No. 2024-37. Additionally, the drainage impact assessment (DIA) for "161-

Mr. Arnold England, President
October 10, 2025
Page 2

Acre Texas Heritage Marketplace" has been reviewed and accepted by the District on July 31, 2024. The drainage and detention components outlined in the plans for the Development appear to be designed in accordance with the DIA.

DFMA:

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

Technical Review:

Based on our review of the final 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.

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
October 10, 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,

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/R0002-1032-01.008 Texas Heritage Marketplace - Sam's Club & Fueling Station/2.0 - Letters/Texas Heritage Marketplace Sam's Club & Fueling TDWOP FDP Approval Ltr 100625.docx>

cc: Ms. Kim Olsen – NewQuest via email kolsen@newquest.com
Mr. Victor Ramirez – Carlson Consulting via email victorramirez@carlsonconsulting.net
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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October 10, 2025

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

Reference: Whataburger
Whataburger - I-10 & Pederson Road – **Tract Development without Platting**
Application ID No. 01079
BKDD Permit No. 2025-80
Quiddity, Inc. Job No. R0002-1052-01.003

Dear Mr. England:

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

Applicant: Pape - Dawson

Permit Type: Tract Development without Platting – Final Drainage Plans

Location: 924 Texas Heritage Parkway, Katy, Texas 77494

Previous Approvals: N/A

Description: The proposed Whataburger - I-10 & Pederson Road (Development) encompasses approximately 1.1 acres of commercial land.. The Development proposes to construct a single building for commercial use, concrete parking, drainage and utilities.

The drainage for the site is conveyed through inlets and underground storm sewer, which connects to an existing underground storm sewer that eventually connects to the storm sewer along Heritage Oak Lane, which outfalls into the existing Texas Heritage Marketplace Detention basin, which then discharges into Willow Fork.

The public storm sewer within Heritage Oak Lane was included in the plans titled "Heritage Oak Lane" that was approved by the District on May 12, 2025 under Permit No. 2024-66. The detention basin was included in the construction plans titled, "Texas Heritage Marketplace Detention Basins" that was approved by the District on December 9, 2024 under Permit No. 2024-37. Additionally, the drainage impact assessment (DIA) for "161-



Mr. Arnold England, President
October 10, 2025
Page 2

Acre Texas Heritage Marketplace" has been reviewed and accepted by the District on July 31, 2024. The drainage and detention components outlined in the plans for the Development appear to be designed in accordance with the DIA.

DFMA:

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

Technical Review:

Based on our review of the final 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.

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
October 10, 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 McCarthy, PE

MHM/dme

[https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1052-01.003 Whataburger_01079/2,0 Letters/Whataburger - I-10 & Pederson Road TDWOP FDP Approval Ltr 101025.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1052-01.003%20Whataburger_01079/2,0%20Letters/Whataburger%20-%20I-10%20&%20Pederson%20Road%20TDWOP%20FDP%20Approval%20Ltr%20101025.docx)

cc: Mr. Andy Beaupre – Whataburger via email andy.beaupre@moodyrambin.com
Mr. Phillip Eberle – Pape Dawson via email peberle@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



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October 10, 2025

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

Reference: Mr. Jim Yaghi
Brookshire Warehouse – **Final Plat ONLY**
Application ID No. 00787 (FP)
Permit No. – 2025-02
Quiddity Job No. R0002-1020-01.058

Dear Mr. England:

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

Applicant: Sketch 2 Build

Permit Type: Final Plat

Location: 3615 S. Front Street, Brookshire, Texas

Survey: Lot 3 in Block 3 of the Town of Brookshire, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat for Brookshire Warehouse on October 28, 2024.

Description: The proposed Brookshire Warehouse (Development) encompasses approximately 0.16 acres of commercial development. There are no existing or proposed District drainage easements included in this Development. Furthermore, this permit only applies to the Final Plat. A permit exemption letter will be issued by the District for the proposed improvements within the site that did not qualify for a District permit.

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

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 submitted has been prepared, dated, signed, and sealed by a Professional Land Surveyor who is licensed to practice in the State of Texas, conveying these professional responsibilities and accountability.



Mr. Arnold England, President
 October 10, 2025
 Page 2

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>).

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/R0002-1020-01.058 Brookshire Warehouse \(3615 S Front\)_00561/2.0 - Letters/Brookshire Warehouse FP ONLY Approval Ltr 101025.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1020-01.058 Brookshire Warehouse (3615 S Front)_00561/2.0 - Letters/Brookshire Warehouse FP ONLY Approval Ltr 101025.docx)

cc: Mr. Jim Yaghi – via email jim_yaghy@hotmail.com
 Ms. Aya Elabdalla – Sketch 2 Build via email design@sketch2build.us
 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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October 10, 2025

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

Reference: Maple Park Development, LLC
Serenada Section 1 (formerly known as Maple Park Section 1) – **Final Plat and Drainage Plans**
Application ID No. 01136 (FP) & 00511 (FDP)
Permit No. – 2025-96
Quiddity Job No. R0002-1037-01.001

Dear Mr. England:

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

Applicant: LJA

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

Location: North of Stella Road, south of Morton Road, east of FM 362, and west of Stalknecht Road

Survey: H. & T. C. Railroad Company Survey, Section 45, Abstract 197, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat for Maple Park Section 1 (now known as Serenada Section 1) on August 12, 2024.

Description: The proposed Serenada Section 1 (formerly known as Maple Park Section 1) (Development) encompasses approximately 60.567 acres of single-family residential development and includes 153 Lots, 6 Block, and 7 Reserves. The Development is located within the future Serenada Phase 1 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 Detention Pond A which will then outfall into the District drainage easement on the east side of Neumann Road. Detention Pond A was included in the construction plans titled, "Detention Plan to serve Serenada" that was approved by the District under App No. 24-00510 on July 14, 2025. Additionally, the drainage impact assessment (DIA) for Maple Park (Serenada) has been reviewed and accepted by the District on March 11, 2024. The drainage and detention components outlined in the plans for the Development are designed in accordance with the DIA.



Mr. Arnold England, President
October 10, 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
October 10, 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/R0002-1037-01.001 Serenada Section 1 \(fka Maple Park Section 1\)/2.0 - Letters/Serenada Section 1 FP & FDP Approval Ltr 101025.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared Documents/BKDD All Permits/R0002-1037-01.001 Serenada Section 1 (fka Maple Park Section 1)/2.0 - Letters/Serenada Section 1 FP & FDP Approval Ltr 101025.docx)

cc: Mr. Russell Walker – Maple Park Development, LLC via email russ@mapledevelopmentgroup.com
Ms. Ruby Nunez – LJA via email rnunez@lja.com
Mr. Chance Vinklarek – LJA via email cvinklarek@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



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

October 10, 2025

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

Reference: Astro Sunterra North, L.P.
Sunterra Lakes North Section 7 – **Final Plat and Drainage Plans**
Application ID No. 01137 (FP) & 01038 (FDP)
Permit No. – 2025-37
Quiddity Job No. R0002-1036-01.025

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, Abstract No. 310, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat for Sunterra North Section 7 on July 14, 2025

Description: The proposed Sunterra Lakes North Section 7 (Development) encompasses approximately 58.51 acres of single-family residential development and includes 113 Lots, 4 Blocks, and 5 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 Detention Pond 12 which will then ultimately outfall into the District's drainage easement to the southeast, which then discharges into Brookshire Creek further downstream.



Mr. Arnold England, President

October 10, 2025

Page 2

Detention Pond 12 was included in the construction plans titled, "Sunterra Lakes North Phase 1 Mass Grading & 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)" has been reviewed and accepted by the District on April 28, 2025. The drainage and detention components outlined in the plans for the Development are designed in accordance with the DIA.

DFMA:

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

Technical Review:

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

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

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

For the Applicant:

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



Mr. Arnold England, President
October 10, 2025
Page 3

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/R0002-1036-01.025 Sunterra Lakes North Section 7/2.0 - Letters/Sunterra Lakes North Section 7 FP & FDP Approval Ltr 101025.docx>

cc: Mr. John Barnes - Astro Sunterra North, L.P. via email jdbarnes@starwoodland.com
Mr. Brian Stidham – Astro Sunterra North, L.P. via email bstidham@starwoodland.com
Quiddity Engineering – LDS Main via email Katy-LD@quiddity.com
Mr. Christian Walker, PE – Quiddity Engineering via email - chwalker@quiddity.com
Ms. Chantelle Jamnik – Quiddity Engineering via email cjamnik@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



October 10, 2025

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

Reference: Astro Sunterra North, L.P.
Sunterra Lakes North Section 8 – **Final Plat and Drainage Plans**
Application ID No. 01139 (FP) & 01086 (FDP)
Permit No. – 2025-82
Quiddity Job No. R0002-1036-01.022

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, Abstract No. 310, Waller County, Texas

Previous Approvals: The District approved the Preliminary Plat for Sunterra North Section 8 on July 14, 2025.

Description: The proposed Sunterra Lakes North Section 8 (Development) encompasses approximately 47.82 acres of single-family residential development and includes 106 Lots, 4 Blocks, and 7 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 Detention Pond 15 which will then ultimately outfall into the District's drainage easement to the southeast, which then discharges into Brookshire Creek further downstream.



Mr. Arnold England, President
October 10, 2025
Page 2

Detention Pond 15 was included in the construction plans titled, "Sunterra Lakes North Phase 1 Mass Grading & 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)" has been reviewed and accepted by the District on April 28, 2025. The drainage and detention components outlined in the plans for the Development are designed in accordance with the DIA.

DFMA:

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

Technical Review:

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

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

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

For the Applicant:

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



Mr. Arnold England, President
 October 10, 2025
 Page 3

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/R0002-1036-01.022 Sunterra Lakes North Section 8/2.0 - Letters/Sunterra Lakes North Section 8 FP & FDP Approval Ltr 101025.docx>

cc: Mr. John Barnes - Astro Sunterra North, L.P. via email jdbarnes@starwoodland.com
 Mr. Brian Stidham – Astro Sunterra North, L.P. via email bstidham@starwoodland.com
 Quiddity Engineering – LDS Main via email Katy-LD@quiddity.com
 Mr. Christian Walker, PE – Quiddity Engineering via email - chwalker@quiddity.com
 Ms. Chantelle Jamnik – Quiddity Engineering via email cjamnik@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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October 7, 2025

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

Reference: D.R. Horton
Jasek Farms Section 3 – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 01142
Permit No. – N/A
Quiddity Job No. R0002-1039-01.007

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 FM 529, south of Longenbaugh Road, east of FM 2855, and west of Bartlett Road

Survey: J.R. Garrett Survey, Abstract No. A-1594, Waller County, Texas

Technical Review: Based on our review of the Preliminary Plat of Jasek Farms 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

October 7, 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/R0002-1039-01.007 Jasek Farms Section 3/2.0 - Letters/Jasek Farms Section 3 PP Approval Ltr 100725.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1039-01.007%20Jasek%20Farms%20Section%203/2.0%20Letters/Jasek%20Farms%20Section%203%20PP%20Approval%20Ltr%20100725.docx)

cc: K. Sandell – DR Horton via email KSandell@drhorton.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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October 13, 2025

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

Reference: D.R. Horton
Jasek Farms Section 4 – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 01143
Permit No. – N/A
Quiddity Job No. R0002-1039-01.008

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 FM 529, south of Longenbaugh Road, east of FM 2855, and west of Bartlett Road

Survey: W.H. Shaw Survey, Abstract No. A-1714, Waller County, Texas

Technical Review: Based on our review of the Preliminary Plat of Jasek Farms Section 4, 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 an application for the Final Drainage Plans without Platting, including construction plans and drainage calculations. No Final Plat is required due to being in Harris County.

DFMA: If proposing detention facilities, the proposed development will require a Detention Facilities Maintenance Agreement (DFMA) with the District. The submittal of the DFMA



Mr. Arnold England, President

October 13, 2025

Page 2

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/R0002-1039-01.008 Jasek Farms Section 4/2.0 - Letters/Jasek Farms Section 4 PP Approval Ltr 101325.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1039-01.008%20Jasek%20Farms%20Section%204/2.0%20Letters/Jasek%20Farms%20Section%204%20PP%20Approval%20Ltr%20101325.docx)

cc: K. Sandell – DR Horton via email KSandell@drhorton.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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www.quiddity.com

October 13, 2025

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

Reference: Enclave Gassner Tract, LLC
La Segarra Section 2 Partial Replat No. 1 – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 01134
Permit No. – N/A
Quiddity Job No. R0002-1052-01.011

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 Gassner Lane, south of the future extension of Stockdick Road, east of Sport Flyers Lane, and west of Prairie Grass Road

Survey: H. & T. C. RR. Co. Survey Section 50, Abstract No. 288, Waller County, Texas

Previous Approvals: The District approved the Final Plat for La Segarra Section 2, on April 28, 2025. The reason for this replat was to address revised street and lot layouts. There are no proposed changes to the overall drainage design.

Technical Review: Based on our review of the Preliminary Plat of La Segarra Section 2 Partial Replat No. 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.



Mr. Arnold England, President

October 13, 2025

Page 2

For the Applicant: The applicant's next step is to submit an application for the Final Plat, outlining the development's layout and design.

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/R0002-1052-01.011 La Segarra Section 2 Partial Replat No. 1/2.0 - Letters/La Segarra Section 2 Partial Replat No. 1 PP Approval Ltr 101325.docx>

cc: C. Beasley – Edminster, Hinshaw, Russ & Associates via email cbeasley@ehra.team
Mr. Michael Turzillo – Edminster, Hinshaw, Russ & Associates 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



October 13, 2025

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

Reference: Twinwood Industrial Owner, LLC
Replat of Enterprise Park at Twinwood – **Preliminary Plat and Preliminary Drainage Plans**
Application ID No. 01092
Permit No. – N/A
Quiddity Job No. R0002-1052-01.004

Dear Mr. England:

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

Applicant: LJA

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

Location: North of Discovery Hills Parkway, south of Twinwood Parkway, east of FM 359 and west of Woods Road

Survey: Nathan Brookshire League, Abstract No. 16, Waller County, Texas

Previous Approvals: The District approved the Final Plat for Enterprise Park at Twinwood, on June 13, 2023. The reason for this replat is to create two (2) commercial reserves.

Technical Review: Based on our review of the Preliminary Plat of Replat of Enterprise Park at Twinwood, 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.



Mr. Arnold England, President

October 13, 2025

Page 2

For the Applicant: The applicant's next step is to submit an application for the Final Plat, outlining the development's layout and design.

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/R0002-1052-01.004 Replat of Enterprise Park at Twinwood_01092/2.0 - Letters/Replat of Entrprise Park at Twinwood PP Approval Ltr 101325.docx](https://jonesandcarter.sharepoint.com/sites/BKDDTeamSite/Shared%20Documents/BKDD%20All%20Permits/R0002-1052-01.004%20Replat%20of%20Enterprise%20Park%20at%20Twinwood_01092/2.0-Letters/Replat%20of%20Entrprise%20Park%20at%20Twinwood%20PP%20Approval%20Ltr%20101325.docx)

cc: Mr. Todd King - Twinwood Industrial Owner, LLC via email TKing@panattoni.com
Mr. Adam Clent – LJA via email aclent@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

SEPTEMBER 2025 - FINANCIAL REPORT

Exhibit "B"

General Fund	\$3,345,969.94
Payroll Fund	\$275,759.97
Petty Cash	\$1,913.06
Building Fund	\$1,588,460.37
Capital Improvement Fund	\$656,046.28
Texpool Fund	\$3,371.50
Amegy Bank Checking	\$756,150.99
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	\$190,720.06
First Nat. Bank Bellville CD	\$191,940.67
Industry State Bank CD	\$238,800.90
TOTAL RECONCILED BALANCE	\$8,172,541.22

CD RESERVES:

\$1,544,869.11

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 9/1	\$3,359.12	\$3,792,445.82	\$153,848.41	\$834,344.74	\$2,037,375.93	\$678,045.07
Deposits and Credits	\$12.38	\$94,602.87	\$16.20	\$0.00	\$227.23	\$82.46
Debits and Withdrawals	\$0.00	\$203,485.01	\$53,078.15	\$39,695.00	\$439,891.40	\$18,392.50
Ending Balance 9/30	\$3,371.50	\$3,683,563.68	\$100,786.46	\$794,649.74	\$1,597,711.76	\$659,735.03
Less Total Outstanding Drafts/Deposits (Net Amount)	\$0.00	-\$337,593.74	\$174,973.51	-\$38,498.75	-\$9,251.39	-\$3,688.75
Adjusted Ending Balance 9/30	\$3,371.50	\$3,345,969.94	\$275,759.97	\$756,150.99	\$1,588,460.37	\$656,046.28
Monthly Interest Earned	\$12.38	\$458.27	\$16.20	\$0.00	\$227.23	\$82.46

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 9/1	\$244,834.28	\$190,992.14	\$248,779.52	\$190,720.06	\$190,168.62	\$238,800.90	\$238,801.54
Deposits and Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$1,772.05	\$0.00	\$0.00
Debits and Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance 9/30	\$244,834.28	\$190,992.14	\$248,779.52	\$190,720.06	\$191,940.67	\$238,800.90	\$238,801.54
Interest/Earned	\$0.00	\$0.00	\$0.00	\$0.00	\$1,772.05	\$0.00	\$0.00

ADOPTED BUDGET	
24-25 FY Budget	\$5,294,869.51
YTD Expenses	\$3,673,248.96
New Equipment	\$117,276.73
Master Drainage Plan Phase 2	\$300,000.00
Total Budgeted Expenses YTD	\$4,090,525.69

ENFORCEMENT/CIVIL PENALTIES REVENUE	
Awry Concrete	\$75,647.68 BKDD Received FY 24-25
DI Landholdings	\$102,500.00 BKDD Received FY 24-25

NEW ADMIN BLDG	FYTD EXPENSES	\$1,228,378.44
MDP PHASE 2	FYTD EXPENSES	\$313,414.85

EVANS AND FEESE CPAS, PLLC

440 Cobia Drive, Suite 904
Katy, TX 77494

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

October 3, 2025

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

Dear Members of the Board,

We are pleased to confirm our understanding of the services we are to provide Brookshire-Katy Drainage District for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements which are comprised of the statement of net position and balance sheet as of September 30, 2025, and the governmental funds revenues, expenditures, and changes in fund balances, the statement of activities, the reconciliation of the balance sheet to the statement of net position, and the reconciliation of the statement of revenues, expenditures, and changes in fund balances to the statement of activities for the year then ended, and the related notes to the financial statements. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Brookshire-Katy Drainage District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Brookshire-Katy Drainage District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

We have also been engaged to report on supplementary information other than RSI that accompanies Brookshire-Katy Drainage District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion

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

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Brookshire-Katy Drainage District and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or

misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

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

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

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

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

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal

control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Responsibilities of Management for the Financial Statements

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

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the

fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

Other Services

We will also assist in preparing the annual depreciation calculation as well as preparing the financial statements and related notes of Brookshire-Katy Drainage District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the

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

Engagement Administration, Fees, and Other

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

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

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

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

Angie Evans is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 3, 2025 and to issue our reports no later than January 31, 2026.

Our fee for the financial audit will be at our standard hourly rates and we estimate that our gross fee will be between \$19,500 – \$22,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our standard hourly rates range from \$88-\$220. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Brookshire-Katy Drainage District's financial statements. Our report will be addressed to the Board of Supervisors of Brookshire-Katy Drainage District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

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

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

Very truly yours,

Evans + Feese CPAs, PLLC

Evans & Feese CPAs, PLLC

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

and convincingly shown.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. General.

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

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

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

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

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

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

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

BROOKSHIRE-KATY DRAINAGE DISTRICT

MONTHLY EQUIPMENT MILEAGE/HOUR, AND EXPENSE REPORT

SEPTEMBER 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	3,950	59	742	\$580.35	\$6,138.98
JD 6145M 2019 BOOM MOWER	2019	3,020	12	182	\$0.00	\$996.96
JD 6145M 2021 BOOM MOWER	2021	2,750	95	997	\$1,169.74	\$5,439.47
JD 6150M BOOM MOWER	2015	7,800	106	1,178	\$2,194.26	\$5,808.90
JD 930M Z-TRAK MOWER	2018	721	6	79	\$0.00	\$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	777	70	575	\$0.00	\$289.39
CAT D6k2 DOZER	2019	1,863	12	104	\$0.00	\$2,004.94
CAT 323 EXCAVATOR	2018	5,527	21	705	\$0.00	\$8,816.02
CAT 416E BACKHOE	2012	3,971	80	313	\$369.00	\$2,344.14
NORAM 65E MOTOR GRADER	2014	3,067	3	79	\$0.00	\$1,230.09
CAT 265 SKID STEER	2025	191	3	191	\$0.00	\$415.99

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	22,151	84	4,809	\$0.00	\$105.12
TACOMA SR 4X4 (INSPECTOR)	2020	55,856	647	6,902	\$0.00	\$154.50
F-150 4X4 (INSPECTOR)	2017	105,666	727	10,198	\$0.00	\$124.48
F-250 4X4 (CREW)	2016	106,301	59	2,402	\$25.00	\$174.32
F-750 DUMP TRUCK	2011	50,076	551	2,402	\$68.18	\$5,448.28
FREIGHTLINER HAUL TRUCK	2000	1,491	8	631	\$413.60	\$2,613.16
DODGE RAM 4X4 (2301) (CREW)	2023	12,102	366	6,033	\$0.00	\$3,499.59
DODGE RAM 4X4 (2302) (FOREMAN)	2023	26,893	1,039	10,386	\$0.00	\$3,456.16
TACOMA TDR 4X4 (ASST GM)	2023	24,422	572	10,675	\$0.00	\$118.47
FREIGHTLINER DUMP TRUCK	2020	58,720	651	5,017	\$0.00	\$4,108.92
KAWASAKI MULE PRO	2024	154	1	79	\$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	\$0.00	\$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

September 2025
Maintenance Report

Week One

September 1 - Labor Day

September 2 - Mowed Stalknecht Road easement. Removed alternator from 21-6145. Picked up trash and emptied trash cans at Discovery Park.

September 3 - Put new alternator on 21-6145. Mowed Boyd easement and Westbrook Trailer Park easements. Hauled three loads of concrete from Brookshire Drying.

September 4 - Sprayed trees on Stalknecht easement. Mowed Bostick Lane and West Fork from I-10 to Lily Ponds. Fixed washouts on Brookshire Creek south of HWY. 90.

September 5 - Sprayed trees on Newman Road up to Morton Road, and on Cardiff Road. Mowed Discovery Park and West Fork from Lily Ponds to Rheman Cutoff.

Week Two

September 8 - Mowed Sparks and McMahon easements. Fixed washouts on West Fork at Scott Industries. Sprayed trees on fence lines from HWY 529 to Morton Road.

September 9 - Mowed Gassner and state easement, west of HWY 362. Buried phone line deeper, for contractor. Picked up trash and emptied trash cans at Discovery Park.

September 10 - Cleaned dirt and weeds off of low water crossings on England easement. Mowed Briarbrook easement.

September 11 - Mowed Brookshire Creek from HWY 90 to I-10. Hauled gravel and limestone from Stonegate to the yard with both dump trucks and stockpiled it.

September 12 - Mowed Neuman Road from Stella Road to Morton Road. Hauled Limestone from Stonegate to the yard.

Week Three

September 15 - Mowed Newman Road from Morton Road to Gassner Road. Moved 323 from Stella Ranch to Scott Industries, fixed washouts and removed trees.

September 16 - Mowed Koomey easement. Replaced batteries in haul truck. Removed trees out of West Fork, next to Scott Industries.

September 17 - Fixed washouts on West Fork at Scott Industries. Mowed easement North of Gassner Road. Hauled Concrete from Royal High School to the yard.

September 18 - Mowed South Street and Bains Street for City of Brookshire. 2 men, 2 tractors 5 hours. Mowed Cardiff Road. Hauled concrete from Royal High School. Continued working on West Fork at Scott Industries.

September 19 - Mowed easement inside Houston Executive Airport. Added 5 loads of dirt on Koomey easement. Picked up trash and emptied trash cans at Discovery Park.

Week Four

September 22 - Changed oil and fuel filters on 6150 and 21-6145. Changed skid corners on deck of 6150. Hauled dirt from the yard to England easement to fix washouts.

September 23 - Continued working on England easement. Changed blades on 6150 and 21-6145. Replaced fan belt, shocks on hood and brushings on turret of the 6150.0

September 24 - Rained 1 ½ inches. Replaced pin that holds boom to tractor on 21-6145. Replaced driveshaft shields on batwing. Continued working on England easement.

September 25 - Mowed on Newman Road. Mowed the yard. Continued working on England easement.

September 26 - Replaced connector on A.C. switch of the 2011 Ford dump truck. Continued mowing on Newman Road. Continued working on England easement. Picked up trash and emptied trash cans at Discovery Park.

Week Five

September 29 - Fixed holes on top of berm on South easement of Remington Trails. Mowed Grass Farm and Peregrine Estates.

September 30 - Mowed east and west Kosciuskie easement. Picked up trash out of ditch on Newman Road. Mowed around our detention pond. Picked up trash and emptied trash cans at Discovery Park.

MINUTES
BROOKSHIRE-KATY DRAINAGE DISTRICT

October 27, 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 27th day of October, 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. Supervisor Beckendorff entered the meeting at 8:32 a.m. during discussion on Agenda Item No. 4.

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. and Steve Berckenhoff, P.E., of Quiddity Engineering ("Quiddity" or "Engineer"); Blair Bozoarth, P.E., of Quiddity Engineering Land Development Group representing Sunterra Development; Ward. D. Parnell of Parnell Benefits Group; and Andrew P. Johnson, III, and William Petrov, attorneys, and Mirna Croon, paralegal, of Johnson Petrov, LLP ("Johnson Petrov" or "Attorney");

Agenda Item No. 1
CALL TO ORDER

The President called the meeting to order.

Agenda Item No. 2
INVOCATION AND PLEDGE OF ALLEGIANCE

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

Agenda Item No. 3
PUBLIC COMMENT

There was no public comment.

Agenda Item No. 4
RENEW/ELECT MEDICAL, DENTAL AND VISION INSURANCE AND CONTINUED PARTICIPATION IN HRA SELF-INSURED DEDUCTIBLE AMERI-FLEX COMPLIANCE PROGRAM AND SECTION 125 EPOP PLAN FOR BROOKSHIRE-KATY DRAINAGE DISTRICT EMPLOYEES

Mr. Parnell presented the health insurance renewal plans and explained changes in the AETNA 2500 Plan. Subsequently, Mr. Parnell recommended remaining with the AETNA 2500 Plan.

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

after the employee has paid the first \$250.00. This benefit is payable to District Staff for the employee's deductible only.

Agenda Item No. 5

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITHOUT PLATTING FOR PROPOSED GO CHURCH REV01 ID: 01111, PERMIT NO. 2024-113 REV01

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

Agenda Item No. 6

FIRST AMENDMENT TO DETENTION FACILITIES MAINTENANCE AGREEMENT BY AND BETWEEN BROOKSHIRE-KATY DRAINAGE DISTRICT AND GO CHURCH TEXAS, INC. ID: 00914; PERMIT NO. 2024-113 REV01

Mr. Petrov reviewed the Amendment

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved (i) Permit Application No. 2024-113 REV01; and (ii) the First Amended Detention Facilities Maintenance Agreement with Go Church Texas, Inc. as recommended by Johnson Petrov.

Agenda Item No. 7

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITHOUT PLATTING FOR SUNTERRA PHASE 4 DETENTION AND MASS GRADING REV01, ID: 01148, PERMIT NO. 2024-033 REV01

Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board Tabled Agenda Item No. 7 until a future Board meeting.

Agenda Item No. 8

PERMIT APPLICATION FOR TRACT DEVELOPMENT WITH PLATTING FOR DEWBERRY HILLS SECTION 1 REV01, FINAL DRAINAGE PLANS ID: 01138, FINAL PLAT ID: 01150, PERMIT NO. 2024-036 REV01

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

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. 2024-036 REV01, as recommended by Quiddity.

Agenda Item No. 9

PERMIT APPLICATION EXTENSION FOR TRACT DEVELOPMENT WITH PLATTING FOR LAKES OF CANE ISLAND SECTION 6 - PRELIMINARY PLAT ID: 00888

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

Agenda Item No. 10

PERMIT APPLICATION EXTENSION FOR TRACT DEVELOPMENT WITH PLATTING FOR LAKES OF CANE ISLAND SECTION 7 -PRELIMINARY PLAT ID: 00891

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

Upon motion by Supervisor Welch, seconded by Supervisor Beckendorff, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application Extensions for Preliminary Plat Nos. 00888 and 00891, as recommended by Quiddity.

Agenda Item No. 11

PERMIT APPLICATION FOR UTILITY, PIPELINE AND CABLE CROSSINGS FOR TRIDENT INTRASTATE PIPELINE 001 ID: 01119, PERMIT NO. 2025-90

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

Agenda Item No. 12

PERMIT APPLICATION FOR UTILITY, PIPELINE AND CABLE CROSSINGS FOR TRIDENT INTRASTATE PIPELINE 002 ID: 01120, PERMIT NO. 2025-91

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

Upon motion by Supervisor Beckendorff, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved Permit Application Nos. 2025-90 and 2025-91, as recommended by Quiddity.

Agenda Item No. 13

REVIEW AND APPROVE BKDD LOGO

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the BKDD logo as depicted in Exhibit "G".

Agenda Item No. 14

AMEND BUDGET FOR FY 2024-2025

Upon motion by Supervisor Chisum, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved the 2024-2025 Amended Budget as presented by Ms. Sidwell, a copy of which is attached hereto as Exhibit "H".

Agenda Item No. 15

A CONTINGENT FEE CONTRACT WITH PERDUE BRANDON FIELDER COLLINS AND MOTT, LLP PURSUANT TO SECTION 6.30 OF THE TAX CODE, SAID CONTRACT BEING FOR THE COLLECTION OF DELINQUENT GOVERNMENT RECEIVABLES OWED TO THE BROOKSHIRE-KATY DRAINAGE DISTRICT AND NOTICE OF SAID CONTRACT IS POSTED WITH THE AGENDA IN ACCORDANCE WITH SECTION 2254 OF THE GOVERNMENT CODE ("DELINQUENT TAX ATTORNEY CONTRACT")

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

Agenda Item No. 16

UPDATE ON NEW ADMINISTRATION BUILDING

Mr. Brand provided the Board with an update on their Administration Building construction contract with Noble Building & Development.

Agenda Item No. 17

FIRST AMENDMENT TO THE TENDER AGREEMENT FOR THE NEW ADMINISTRATION BUILDING

Mr. Petrov reviewed the First Amendment to the Tender Agreement, a copy of which is attached hereto as Exhibit "J".

Agenda Item No. 18

APPLICATION AND CERTIFICATE FOR PAYMENT FROM NOBLE BUILDING & DEVELOPMENT OF APPLICATION NO. 004; INVOICE NO. 2263 FOR SERVICES COMPLETED THROUGH OCTOBER 31, 2025 AND CHANGE ORDER NO. 08

Ms. Sidwell reviewed Application and Certificate for Payment No. 004 from Noble Building & Development, Invoice No. 2263, for services completed through October 31, 2025, and Change Order No. 08, copies of which are attached hereto as Exhibit "I".

Upon motion by Supervisor Beckendorff, seconded by Supervisor Welch, after full discussion and with all Supervisors present voting aye, the Board approved (i) the First Amendment to the Tender Agreement with Berkshire Hathaway Insurance Services; (ii) approved Application and Certificate for Payment No. 004, Invoice No. 2263 in the amount of \$301,917.17 from Noble Building & Development; and (iii) Change Order No. 08, reducing the contract by \$59,343.60.

Agenda Item No. 19

SEPTEMBER 15, 2025 SPECIAL MEETING AND TAX RATE HEARING MINUTES

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board approved the minutes of the September 15, 2025 Special Meeting and Tax Rate Hearing.

Agenda Item No. 20

AUGUST 25, 2025 SPECIAL MEETING MINUTES

Upon motion by Supervisor Welch, seconded by Supervisor Keeling, after full discussion and with all Supervisors present voting aye, the Board approved the minutes of the August 25, 2025 Special Meeting.

Agenda Item No. 21

FUTURE CAPITAL IMPROVEMENT PROJECTS

This matter was discussed in an executive session.

Agenda Item No. 22

EXECUTIVE SESSION

Upon motion by Supervisor Chisum, seconded by Supervisor Beckendorff, the Board recessed into Executive Session at 9:36 a.m. pursuant to Texas Government Code Sections 551.071 (Consultation with Attorney) and 551.072 (Deliberation Regarding Real Property).

Agenda Item No. 23

RECONVENE OPEN SESSION AND TAKE ACTION PURSUANT TO EXECUTIVE SESSION

Upon motion by Supervisor Welch, seconded by Supervisor Chisum, after full discussion and with all Supervisors present voting aye, the Board reconvened in Open Session at 10:01 a.m. No action was taken during the executive session.

Agenda Item No. 24

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 10:06 a.m.

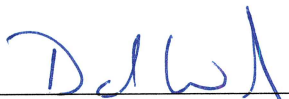
[EXECUTION PAGE FOLLOWS]

SIGNED this 10th day of November 2025.



President, Board of Supervisors

ATTEST:



Secretary, Board of Supervisors

Exhibit	Description
Exhibit "A"	Recommendation letter – Permit Application for Tract Development without Platting for Proposed GO Church Rev01 (ID: 01111, Permit No. 2024-113 Rev01)
Exhibit "B"	Recommendation letter – Permit Application for Tract Development with Platting for Dewberry Hills Section 1 Rev01 (ID: 01138, Final Drainage Plans ID: 01150, Permit No. 2024-036 Rev01)
Exhibit "C"	Recommendation letter – Permit Application Extension for Tract Development with Platting for Lakes of Cane Island Section 6 (Preliminary Plat ID: 00888)
Exhibit "D"	Recommendation letter – Permit Application Extension for Tract Development with Platting for Lakes of Cane Island Section 7 (Preliminary Plat ID: 00891)
Exhibit "E"	Recommendation letter – Permit Application for Utility, Pipeline and Cable Crossings for Trident Intrastate Pipeline 001 (ID: 01119, Permit No. 2025-90)
Exhibit "F"	Recommendation letter – Permit Application for Utility, Pipeline and Cable Crossings for Trident Intrastate Pipeline 002 (ID: 01120, Permit No. 2025-91)
Exhibit "G"	BKDD Logo
Exhibit "H"	2024-2025 Amended Budget
Exhibit "I"	Delinquent Tax Attorney Contract (Perdue Brandon Fielder Collins and Mott, LLP)
Exhibit "J"	First Amendment to the Tender Agreement for the New Administration Building; Application and Certificate for Payment No. 004 (Invoice No. 2263); and Change Order No. 08

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

October 21, 2025

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

Reference: Go Church Texas, Inc.
Proposed Go Church REV01 – **Revised Tract Development without Platting**
Application ID No. 01111
BKDD Permit No. 2024-113 REV01
Quiddity, Inc. Job No. R0002-1020-01.052

Dear Mr. England:

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

Applicant: Mana Engineering, LLC

Permit Type: Tract Development without Platting – Revised Final Drainage Plans

Location: 3821 Schlipf Road, Katy, Texas 77493

Previous Approvals: The District approved the Final Drainage Plans for Proposed Go Church on June 9, 2025.

Description: The revised proposed Go Church Development (Development) encompasses approximately 5.21 acres of land. Of the total 5.21 acres, 1.04 acres is reserved for the future 60-ft wide Clay Road expansion with the remaining 4.17 acres being used for proposed commercial development. The Development proposes to construct a single building, concrete parking, utilities, drainage and detention facilities.

The revision includes removing the previously proposed underground detention storage pipes and adding a second vertical wall detention pond in the southwest corner of the property. The revised detention storage capacity meets the District's minimum criteria, and outfall rates have been maintained to be lower than pre-development flows.

The Development includes construction of two (2) vertical dry-bottom detention ponds. The detention ponds include approximately 3.63 ac-ft of detention capacity with a detention storage rate of 0.87 ac-ft/ac. The detention ponds include vertical concrete wall structures, 10-ft maintenance berms, minimum 1-ft of freeboard, and concrete pilot channels. The detention ponds' outfall include a single 24-inch elliptical reinforced

Mr. Arnold England, President

October 21, 2025

Page 2

concrete pipe with a 7-inch restrictor and a concrete overflow spillway that connects to the Schlipf Road ditch. 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.

DFMA:

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

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.

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.



Mr. Arnold England, President
October 21, 2025
Page 3

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/R0002-1020-01.052 Proposed Go Church_01111_00481/5.0 - REV01 Letters/Revised Proposed Go Church TDWOP FDP Approval Ltr 102125.docx

cc: Mr. Lee Brockinton – Go Church Texas, Inc. via email don@gochurchtx.org
Mr. Abdullah Ahmadi, PE – Mana Engineering, LLC via email abdullah.ahmadi@mana-ce.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

**FIRST AMMENDMENT TO DETENTION FACILITIES MAINTENANCE
AGREEMENT BY AND BETWEEN BROOKSHIRE-KATY DRAINAGE DISTRICT
AND GO CHURCH TEXAS, INC.**

THE STATE OF TEXAS

§
§
§

COUNTY OF WALLER

This First Amendment to the Detention Facilities Maintenance Agreement ("First Amendment") is made and entered into as of this _____ day of _____ 2025, (the "Effective Date") by and between **BROOKSHIRE-KATY DRAINAGE DISTRICT**, (the "District"), a political subdivision of the State of Texas, created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended, and **GO CHURCH TEXAS, INC.**, a Texas Nonprofit Corporation ("Owner" or "Church"). (District and Church are sometimes herein referred to individually as a "Party" or collectively as the "Parties").

RECITALS

1. The Board of Directors (the "Board") of the District, on June 9, 2025, approved and signed a Detention Facilities Maintenance Agreement between the District and Owner (the "Agreement"), which was recorded in the Office of Waller County Clerk under Clerk's File No. 2506890; and
2. Owner wishes to revise the plans and specifications found in the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. All parties are bound by this Amendment to the Agreement.
2. This Amendment is effective upon approval and execution by Brookshire-Katy Drainage District Board of Directors.
3. The revised plans and specifications dated _____, attached hereto as **Exhibit "A"** shall supersede all plans and specifications in the above-described Agreement.
4. The undersigned are all Owners of the property subject to the Agreement and will comply with all terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement remain in full force and effect.

*Owner's Signature
Page*

SIGNED AND AGREED this 20 day of October, 2025.

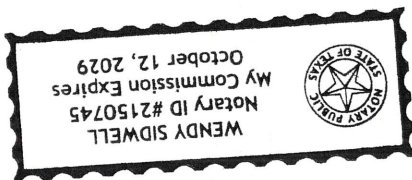
**GO CHURCH TEXAS, INC.,
A Texas Nonprofit Corporation**

By: D. Don R. Sabrsola
Name: DON R. SABRSOLA
Title: Project Manager

STATE OF TEXAS §
COUNTY OF WALLER §

Before me, on this day personally appeared DON R. SABRSOLA,
_____ of **GO CHURCH TEXAS, INC., a Texas Nonprofit Corporation**, ,
known to me and proved to me to be the person whose name is subscribed to the foregoing
instrument acknowledge to me that he/she executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office this 20th day of OCTOBER, 2025.



Wendy Sidwell

Notary Public in and for the State of Texas

District's Signature Page

ATTEST:

BROOKSHIRE-KATY DRAINAGE DISTRICT

By: _____
Name: David Welch
Title: Secretary

By: _____
Name: Arnold England
Title: President

STATE OF TEXAS §
WALLER COUNTY §

This instrument was acknowledged before me on the ____ day of _____, 2025, by ARNOLD ENGLAND and DAVID WELCH, President and Secretary, respectively, of the BROOKSHIRE-KATY DRAINAGE DISTRICT, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for the State of Texas

Exhibit "A"



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

October 21, 2025

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

Reference: LGI Homes -Texas, LLC
Dewberry Hills Section 1 REV01 – **Revised Final Plat and Drainage Plans**
Application ID No. 01150 (FP) & 01138 (FDP)
Permit No. – 2024-36 REV01
Quiddity Job No. R0002-1003-68.002

Dear Mr. England:

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

Applicant: Pape -Dawson, Engineers

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

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

Survey: H.&T.C.R.R. Co. Survey, Section 67, Abstract 151, Waller County, Texas

Previous Approvals: The District approved the Final Plat and Final Drainage Plans for Dewberry Hills Section 1 on May 30, 2024.

Description: The Revised Dewberry Hills Section 1 (Development) proposes to reduce the total area from 65.9 acres to 33.3 acres. The Development includes 108 lots, 9 reserves, and 6 blocks. The western side of the previously approved plans for the Development will now be included in a future section. Additionally, the Final Plat was revised and will be considered for Board approval at the October 27, 2025 agenda.

The drainage for the site is conveyed through curb and gutter inlets, which connect to an underground public storm sewer system that outfalls into Detention Pond 1, which outfalls into Detention Pond 2, which then outfalls into the District's 160-ft wide drainage easement, that runs north to south and is located along the eastern boundary of the Dewberry Hills development. The flow from the District's easement will eventually discharge into Willow Fork of Buffalo Bayou further downstream. The Development is



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

located within Waller County MUD No. 56 (WCMUD No. 56). WCMUD No. 56 is the entity responsible for the maintenance of the drainage and detention facilities, and will also take over maintenance of the referenced District's 160-ft wide easement.

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
October 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/R0002-1003-68.002 Dewberry Hills Section 1/5.0 - LETTERS FOR 2025 SUBMITTAL/Dewberry Hills Section 1 REVISED FP & FDP Approval Ltr 101625.docx>

cc: Randall Phillip – LGI Homes -Texas, LLC via email randall.phillip@lgihomes.com
Tiwa Bayo-Adeyemo – Pape-Dawson via email tiwa.bayoadeyemo@pape-dawson.com
Jordan Konesheck – Pape-Dawson via email Hou-Permitting@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



TBPE No. F-726
TBPLS No. 10092300

EXTENSION REQUEST LETTER

DATE: October 7, 2025

TO: Brookshire-Katy Drainage District
1111 Kenney St
Brookshire, TX 77423
PH: 281.375.5430

FROM: EHRA/Michael Turzillo
Assistant Project Manager | Planning and Visioning

RE: **EXTENSION REQUEST LETTER – Lakes of Cane Island Section 6 Preliminary Plat**

Recommendation/ Reason(s) if not approved:		
Date: <u>10/13/2025</u>	☒ Approved as submitted	
Application No.: <u>00888</u>	☐ Approved as Noted	
_____	☐ Not Approved for Reason(s) Stated	
BKDD President	_____	☐ Not Applicable
BKDD District Engineer	_____	
Comment/Conditions:		

SUMMARY OF EXTENSION NEED:

The preliminary plat for Lakes of Cane Island Section 6 was approved on 4/14/2025. We are submitting a request for an extension of this approval. The preliminary plats were submitted before our engineering team was ready to begin construction plan development.

REQUESTED EXTENSION PERIOD:

Considering, our preliminary plat expires on 10/14/2025. We respectfully request an extension for an additional 180 days.

Sincerely,



Michael Turzillo
Assistant Project Manager | Planning and Visioning
EHRA



TBPE No. F-726
TBPLS No. 10092300

EXTENSION REQUEST LETTER

DATE: October 7, 2025

TO: Brookshire-Katy Drainage District
1111 Kenney St
Brookshire, TX 77423
PH: 281.375.5430

FROM: EHRA/Michael Turzillo
Assistant Project Manager | Planning and Visioning

RE: **EXTENSION REQUEST LETTER – Lakes of Cane Island Section 7 Preliminary Plat**

Recommendation/ Reason(s) if not approved:



Date: 10/13/2025

Application No.: 00891

BKDD President

BKDD District Engineer

Comment/Conditions:

- ☒ Approved as submitted
☐ Approved as Noted
☐ Not Approved for Reason(s) Stated
☐ Not Applicable

SUMMARY OF EXTENSION NEED:

The preliminary plat for Lakes of Cane Island Section 7 was approved on 4/14/2025. We are submitting a request for an extension of this approval. The preliminary plats were submitted before our engineering team was ready to begin construction plan development.

REQUESTED EXTENSION PERIOD:

Considering, our preliminary plat expires on 10/14/2025. We respectfully request an extension for an additional 180 days.

Sincerely,

Michael Turzillo
Assistant Project Manager | Planning and Visioning
EHRA



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

October 22, 2025

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

Reference: Trident Intrastate Pipeline LLC
Trident Intrastate Pipeline 001
Application ID No. 01119
Permit No. 2025-90
Quiddity Job No. R0002-1052-01.008

Dear Mr. England:

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

Applicant: TRC Companies

Permit Type: Pipeline Crossing

Location: North of Morton Road, south of Clay Road, east of FM 2855, and west of Schlipf Road

Description: The District received a permit application for one (1) 48" gas pipeline installation. The location of the proposed 48" gas pipeline will cross a future District easement as outlined in the District's Master Drainage Plan. Additionally, the future channel improvements at this crossing were coordinated with neighboring planned developments to align with the District's Master Drainage Plan.

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.

It is to be understood that the District's approval of the Pipeline Crossing does not constitute approval of any additional crossings, improvements, or developments on the property. At this time, no deviation or variance requests from the District's Rules and Regulations have been requested or granted. Any future maintenance or modifications to the crossing will be at the sole expense to the Applicant and its successors. Additionally, any future developments or improvements to the property that require enlargement or modifications to District facilities, as determined by the District's Engineer, and may impact the crossing will be at the Applicant's sole expense to modify, relocate, or remove the crossing in conformance with the District's Master Drainage Plan, now existing or hereafter adopted. Omissions in this approval do not relieve Trident Intrastate Pipeline from complying with the District's Rules and Regulations or any other regulatory criteria having jurisdiction.



Mr. Arnold England
October 22, 2025
Page 2

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

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 pipeline crossing, the Owner shall implement temporary drainage and detention facilities as necessary during construction of the pipeline crossing to avoid adverse impacts on neighboring properties or downstream facilities

At least two business days prior to starting construction, 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/R0002-1052-01.008 Trident Intrastate Pipeline 001_01119/2.0 - Letters/Trident 001 Pipeline Crossing Approval Ltr 102125.docx

cc: Brittany Stolte – Trident Intrastate Pipeline, LLC via email Brittany_stolte@kindermorgan.com
Alex Canahuati – TRC Companies via email acanahuati@trccompanies.com
Mr. Ross McCall, PE - Waller County Engineer via email engineering@wallercounty.us
Mr. Andrew Johnson, III - Johnson Petrov, LLP via email bkddlegal@johnsonpetrov.com



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

October 22, 2025

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

Reference: Trident Intrastate Pipeline LLC
Trident Intrastate Pipeline 002
Application ID No. 01120
Permit No. 2025-91
Quiddity Job No. R0002-1052-01.009

Dear Mr. England:

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

Applicant: TRC Companies

Permit Type: Pipeline Crossing

Location: North of Morton Road, south of Beckendorff Road, east of Shell Plant Road, and west of FM 2855

Description: The District received a permit application for one (1) 48" gas pipeline installation. The location of the proposed 48" gas pipeline will cross a future District easement as outlined in the District's Master Drainage Plan. Additionally, the future channel improvements at this crossing were coordinated with neighboring planned developments to align with the District's Master Drainage Plan.

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.

It is to be understood that the District's approval of the Pipeline Crossing does not constitute approval of any additional crossings, improvements, or developments on the property. At this time, no deviation or variance requests from the District's Rules and Regulations have been requested or granted. Any future maintenance or modifications to the crossing will be at the sole expense to the Applicant and its successors. Additionally, any future developments or improvements to the property that require enlargement or modifications to District facilities, as determined by the District's Engineer, and may impact the crossing will be at the Applicant's sole expense to modify, relocate, or remove the crossing in conformance with the District's Master Drainage Plan, now existing or hereafter adopted. Omissions in this approval do not relieve Trident Intrastate Pipeline from complying with the District's Rules and Regulations or any other regulatory criteria having jurisdiction.



Mr. Arnold England
October 22, 2025
Page 2

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

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 pipeline crossing, the Owner shall implement temporary drainage and detention facilities as necessary during construction of the pipeline crossing to avoid adverse impacts on neighboring properties or downstream facilities

At least two business days prior to starting construction, 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/R0002-1052-01.009 Trident Intrastate Pipeline 002_01120/2.0 - Letters/Trident 002 Pipeline Crossing Approval Ltr 102125.docx

cc: Brittany Stolte – Trident Intrastate Pipeline, LLC via email Brittany_stolte@kindermorgan.com
Alex Canahuati – TRC Companies via email acanahuati@trccompanies.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



DRAFT

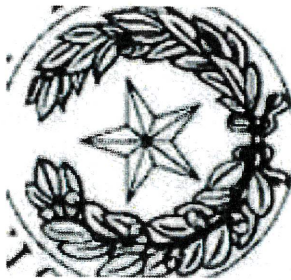
BKDD Logo Seal Design

Rev.1-1015.2025

Exhibit " G "

DRAFT

UPDATED LOGO SEAL - 10.15.2025



This first example was a bit too detailed for embroidery, but we pulled inspiration from the overall leaf structure - rounded, oblong shape of the oak leaves and the slimmer, elongated form of the olive leaves. We also noted the subtle inclusion of acorns and olives as a detail worth carrying forward in a more simplified way.



In this one, the black outlines helped define the leaves and made the different shapes stand out more. It also showed a clearer mix of olives and acorns. The color and overlap were too complex for a single-color logo, but it helped guide how we could make the leaves more distinct through shape alone.



The original seal mockup kept things clean and simple, which works well for embroidery and printing. However, the oak and olive leaves looked very similar, and the design only included one small olive, so some of that symbolism was lost.



DRAFT

DESIGN APPROACH

This logo design for the Brookshire-Katy Drainage District was developed based **with inspiration from the Texas state seal and refined using feedback and references from the three provided examples.**

The design was carefully refined to create a clean, modernized seal that works seamlessly across both print and digital platforms. The bold serif font emphasizes the traditional character of a seal, while the adjusted spacing and alignment enhance legibility and create a balanced, cohesive composition.

The updated logo combines the best of each example: the leaf shapes and details from the first, the clearer definition from the second, and the simplicity and structure of the original. The result is a single-color design that's clean, balanced, and practical for embroidery while still capturing the character and symbolism of the oak and olive branches.



QUIDDITY



DRAFT

FEEDBACK INCORPORATED

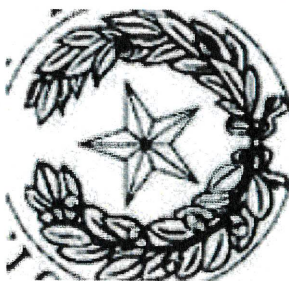
The following refinements were made to address BKDD's feedback from 10/13/2025:

- **Color Selection:** We selected a complementary shade to serve as the **primary brand color**. This pairs well with Brittany Blue for a cohesive palette, allowing it to remain a secondary color in the brand color palette.
- **Leaf Differentiation:** We adjusted the leaf shapes to better distinguish between the two types. The oak leaves now have a rounder, more oblong structure, while the olive leaves appear slimmer and longer.
- **Leaf Detail Balance:** Simplified and refined the details to keep the design clean and suitable for embroidery, while adding olives and acorns for added symbolism.
- **Overall Composition:** Maintained the traditional, seal-inspired layout while enhancing balance, legibility, and clarity for both print and digital use.



QUIDDITY

Exhibit "G"



DRAFT

BRAND TYPOGRAPHY & COLOR

Font Name: Vollkorn - Bold

Font Style: Serif

Vollkorn - Bold

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm

Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz

Brand Colors: (Primary) Steel Blue, (Secondary) Brittany Blue

Steel Blue
Primary Color

HEX: #2c4d76
R: 45, G: 77, B: 118
C: 62, M: 35, Y: 0, K: 54

Brittany Blue - D321-60
Secondary Color

HEX: #587190
R: 88, G: 113, B: 144
C: 39, M: 22, Y: 0, K: 44



BROOKSHIRE-KATY DRAINAGE DISTRICT					
2024-2025 Adopted Budget					
2024 Tax Base	Proposed Tax Rate	2024-25 Levy	95%	Amended 10/27/2025	As of 09/30/2025
8,392,562,433	0.057898	4,859,125.80	\$4,616,169.51	\$4,616,169.51	\$4,616,169.51
REVENUE					
Taxes			\$4,616,169.51	\$4,616,169.51	\$4,834,911.13
Interest - General Fund			\$2,500.00	\$2,500.00	\$4,331.03
Interest - Payroll Fund			\$150.00	\$150.00	\$231.90
Interest - Building Fund			\$500.00	\$500.00	\$3,119.18
Interest - Capital Improvements			\$500.00	\$500.00	\$1,092.06
Interest - Texpool			\$50.00	\$50.00	\$148.05
Interest - CD's			\$15,000.00	\$15,000.00	\$57,576.92
Permits & Inspection Fees			\$600,000.00	\$600,000.00	\$794,655.49
Civil Penalties & Misc.			\$50,000.00	\$50,000.00	\$184,234.48
DFMA Legal Fee			\$10,000.00	\$10,000.00	\$19,000.00
TOTAL REVENUE			\$5,294,869.51	\$5,294,869.51	\$5,899,300.24
OPERATING EXPENSES					
Appraisal District Cost			\$53,000.00	\$61,778.31	\$61,778.31
County Collection Fee			\$18,000.00	\$19,420.00	\$19,420.00
Non-exempt Labor			\$683,506.19	\$683,506.19	\$667,216.79
General and Admin Salaries			\$351,668.93	\$351,668.93	\$261,028.96
Supervisor Compensation			\$36,000.00	\$36,000.00	\$30,719.00
FICA expense		7.65%	\$81,944.90	\$81,944.90	\$70,761.89
Unemployment		0.10%	\$2,500.00	\$2,500.00	\$1,007.77
Retirement		9.00%	\$96,405.76	\$96,405.76	\$83,542.19
Insurance - Medical			\$124,000.00	\$124,000.00	\$107,974.36
Insurance - Worker's Comp			\$16,000.00	\$23,967.00	\$23,967.00
Insurance - Liability			\$35,000.00	\$35,000.00	\$24,100.00
Insurance - Bonds			\$400.00	\$400.00	\$311.00
Training/Education			\$2,000.00	\$2,000.00	\$666.94
Uniforms			\$4,500.00	\$6,263.87	\$6,263.87
Mileage Reimbursement			\$2,200.00	\$2,200.00	\$1,355.82
Office Supplies			\$7,000.00	\$7,000.00	\$4,048.56
Office Equipment			\$9,000.00	\$9,000.00	\$5,485.42
Postage			\$1,000.00	\$1,000.00	\$703.23
Public Notices			\$1,500.00	\$1,500.00	\$913.50
Legal			\$550,000.00	\$550,000.00	\$338,974.66
Engineering and Surveying			\$1,285,200.00	\$1,285,200.00	\$1,072,731.02
Management Consulting			\$132,067.44	\$132,067.44	\$132,000.00
Accounting and Audit			\$35,000.00	\$35,000.00	\$22,064.50
IT			\$26,000.00	\$26,000.00	\$25,242.57
Cleaning Service			\$16,000.00	\$16,000.00	\$0.00
Pest Control			\$2,200.00	\$2,200.00	\$1,150.00
Texas Water Conservation Assoc.			\$22,500.00	\$22,500.00	\$20,787.32
Shop Supplies			\$12,000.00	\$12,000.00	\$7,682.93
Utilities - Admin Building			\$40,000.00	\$40,000.00	\$15,271.28
Utilities - Shop Building			\$7,500.00	\$16,172.86	\$16,172.86
Utilities - Discovery Park			\$1,500.00	\$1,500.00	\$890.34
Repair - Trucks & Trailers			\$30,000.00	\$30,000.00	\$20,564.17
Repair - Tractors/Mowers			\$40,000.00	\$40,000.00	\$21,539.42
Repair - Heavy Eq/Dozers			\$25,000.00	\$25,000.00	\$15,100.67
Maintenance - Facilities			\$14,000.00	\$14,000.00	\$12,673.25
Maintenance - Easements			\$5,000.00	\$5,000.00	\$3,759.50
Maintenance - Discovery Park			\$5,000.00	\$5,000.00	\$0.00
Maintenance - Ice Machine			\$1,500.00	\$1,933.03	\$1,933.03
Fuel - Diesel			\$50,000.00	\$50,000.00	\$31,694.82
Fuel - Gasoline			\$25,000.00	\$25,000.00	\$11,758.15
Hydraulic Oil/Lubricants/DEF			\$4,000.00	\$4,000.00	\$3,875.73
Pipe & Culvert			\$7,000.00	\$7,514.00	\$7,514.00
Concrete and Stab. Materials			\$25,000.00	\$25,000.00	\$1,581.20
Seeding and Soil Stabilization			\$25,000.00	\$25,000.00	\$777.91
Bridge Materials			\$5,000.00	\$5,970.60	\$5,970.60
Contract Labor			\$3,500.00	\$15,000.00	\$15,000.00
Equip Rental			\$5,000.00	\$5,000.00	\$0.00
Tools			\$2,000.00	\$2,000.00	\$1,598.95
Capital Improvements			\$525,994.01	\$525,994.01	\$123,417.70
Master Drainage Plan Phase II			\$300,000.00	\$300,000.00	\$300,000.00
New Facilities			\$213,782.28	\$213,782.28	\$213,782.28
New Equipment			\$130,000.00	\$117,793.41	\$117,276.73
CAT 920 Lease			\$160,000.00	\$160,000.00	\$152,230.92
Environmental Expense			\$2,500.00	\$2,500.00	\$0.00
Public Relations/Community Outreach			\$1,000.00	\$1,000.00	\$57.65
Miscellaneous			\$4,000.00	\$4,186.92	\$4,186.92
Election Expense			\$30,000.00	\$0.00	\$0.00
TOTAL OPERATING EXPENSES			\$5,294,869.51	\$5,294,869.51	\$4,090,525.69

Disclosure Requirements - Section 2254, Government Code

Section 2254 of the Government Code requires a contingent fee contract to be considered and approved at an open meeting by your local governing body. To comply with this, the following three items are required.

1. Public Notice – The Public Notice provided herein must be posted before or at the time Brookshire-Katy Drainage District gives written notice of their open meeting under Section 551.041.
2. Agenda Item – The Agenda Item provided herein must be place in the agenda for the open meeting.
3. Written Findings- At the open meeting, your local governing body must approve the Agenda Item for the contingent fee contract, and it must approve and sign the Written Findings provided herein.

Public Notice:NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the Brookshire-Katy Drainage District will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") and hereby posts this notice pursuant to Sec. 2254.106 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. Brookshire-Katy Drainage District is pursuing a contract with the Firm for the collection of delinquent ad valorem taxes owed to Brookshire-Katy Drainage District and through this contract Brookshire-Katy Drainage District seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. Brookshire-Katy Drainage District believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for nearly 50 years, including the collection of delinquent ad valorem taxes. The Firm currently has 15 primary offices and multiple satellite offices throughout Texas, Oklahoma and Florida. It employs more than 400 individuals, including 52 attorneys. It uses a multi-office, fully integrated team approach allowing Brookshire-Katy Drainage District access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need Brookshire-Katy Drainage District may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.

C. The nature of any relationship between Brookshire-Katy Drainage District and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C). The Firm has represented Brookshire-Katy Drainage District since 2013 in the collection of delinquent ad valorem taxes.

D. Brookshire-Katy Drainage District is unable to perform collect its delinquent ad valorem taxes. GOVT. CODE § 2254.1036(1)(D). Brookshire-Katy Drainage District currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to Brookshire-Katy Drainage District.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent ad valorem taxes. This percentage-based fee is assessed only against the debtor and not Brookshire-Katy Drainage District or taxpayers of Brookshire-Katy Drainage District. The collection of delinquent ad valorem taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent ad valorem taxes due. Moreover, Brookshire-Katy Drainage District will bear the cost of these hourly fees and not the debtor, because the Tax Code does not expressly authorize Brookshire-Katy Drainage District to pay for collection services based on an hourly fee.

F. Brookshire-Katy Drainage District believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the

percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to Brookshire-Katy Drainage District or its taxpayers.

Agenda Item:

Take action to approve a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to the Brookshire-Katy Drainage District and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

Written Findings:

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP

In an open meeting, the Brookshire-Katy Drainage District Board of Supervisors considered all matters listed in Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The Board of Supervisors, pursuant to Section 2254.1036(b) of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of Brookshire-Katy Drainage District; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because Brookshire-Katy Drainage District does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Board of Supervisors hereby approves the contract by and between Brookshire-Katy Drainage District and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes with services to be paid in accordance with Section 6.30 of the Tax Code.

APPROVED and EXECUTED this the ____ day of _____, 2025.

Brookshire-Katy Drainage District

FIRST AMENDMENT TO THE TENDER AGREEMENT

This First Amendment to the Tender Agreement (the "Agreement") is made and entered into by and between Berkshire Hathaway Specialty ("Surety"), Brookshire Katy Drainage District ("BKDD"), ("BKDD" or "Obligee"), Surety and Obligee may be collectively referred to as the "Parties").

WHEREAS, BKDD and the Surety entered into a Tender Agreement, See Exhibit A, pursuant to the Surety's execution of Performance Bond No. 47-SUR-300272-01-005 in the amount of \$3,147,189.00 "in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, and inclusive of any damages caused by delays, in compliance with the Contract, with Commercial Construction and Maintenance, Inc. as principal, and BKDD as Obligee (the "Bond");

WHEREAS, under the Tender Agreement the Surety is obligated to pay Obligee a Tender Payment in the amount of \$561,878.17

WHEREAS, after the execution of the Tender Agreement, the Surety paid for electrical components totaling in the amount of \$59,343.60 and Noble Construction submitted a Change Order reducing the Completion Contract Price by \$59,343.60, See Exhibit B.

WHEREAS, after the execution of the Tender Agreement, Noble Construction submitted a change Order increasing the Completion Contract Price by \$25,000 for steel materials and labor See Exhibit C.

NOW THEREFORE, for and in consideration of the mutual promises, releases assignments, and payments received herein and intending to be fully and legally bound hereby, the parties agree as follows:

1. Section 4, of the Tender Agreement is amended to read as follows:

"Upon execution of this Agreement by all parties and being advised by Obligee that it has entered into the Completion Contract with Noble Building & Development, LLC, Surety shall pay to Obligee the sum of \$527,534.57 (the "Tender Payment"). This amount is the difference between the amount of the Original Completion Contract Price of \$2,286,000.00, the Total Available Contract Balance of \$1,724,121.83, and Change Order No. 2 and Change Order No. 8 submitted by Noble Construction."

IN WITNESS WHEREOF, this Agreement has been executed on this ____ day of _____, 2025.

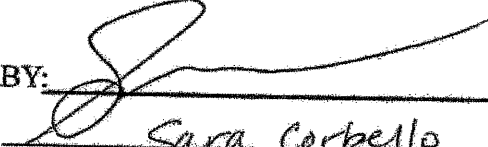
[SIGNATURES BEGIN ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date hereinabove subscribed.

BERSKHIRE HATHAWAY SPECIALTY

10/17/25

BY:


Sara Corbello

Printed Name/Title Surety Claims Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date hereinabove subscribed.

BROOKSHIRE KATY DRAINAGE DISTRICT

BY: _____

Printed Name/Title: _____