

# NOTICE OF MEETING AND AGENDA

## BOARD OF COMMISSIONERS FOR DRAINAGE DISTRICT NO. 3 JEFFERSON COUNTY, TEXAS

Will Be Held At  
**7:30 A.M.**  
**MARCH 18, 2026**  
at  
**24460 Highway 124**  
**Hamshire, Texas 77665**

A. Meeting called to order.

B. Call Roll

C. Announcement – This Commissioner’s meeting is being recorded for the purpose of transcribing minutes.

D. Public Comments.

Public Comments (3 minutes each)—This is an opportunity for the public to address the Jefferson County Drainage District No. 3 Board of Commissioners regarding agenda items or any concerns not listed. Individuals wishing to speak must complete a comment card and present it to the District’s Administrative Assistant before the meeting begins. Delegation of more than five persons shall appoint one person to present their views before the Board. Each speaker is allowed a three-minute time limit. Those who require a translator to address the Board will be granted six minutes to speak.

E. Approve the minutes of the February 25, 2026, meeting.

F. Business Session:

1. Review and Accept Regular District bills from February 28, 2026, to March 15, 2026.
2. Consider and Accept the District’s Monthly Financial Report.
3. Consider and Accept the District’s Monthly Insurance Summary as presented by Southeast Texas Government Employee Benefits Pool.
4. Acknowledge the receipt and filing of Jefferson County Drainage District No. 3’s Investment Schedule for February 2026, pursuant to Section 2256.023 of the Public Funds Investment Act.
5. Consider and Approve 2026-27 Renewal of TWA Insurance Renewal
6. Consider and Approve 2026-27 Cyber Loss Renewal Policy with Great American Insurance Company
7. Consider and Approve Drainage Criteria Control Agreement
8. Review Preliminary 2025 Taxable Value as presented by Jefferson County Central Appraisal District
9. Executive Session – See footnote
10. Consider and take action, if any, on items discussed in Executive Session

G. Equipment Update:

1. Mulcher from Doggett for the Cat Trackhoe
2. Consider and Approve purchase of 16' Tandem Axle Big Tex Dump Trailer

H. Project Update:

**Completed Projects:**

1. Ditch 326 – Coon Rd
2. Ditch 141 – Webb Rd

**Projects In Progress:**

1. Ditches are being mowed

**Upcoming Projects:** *(work is not listed in any particular order)*

1. Ditch 140 – Hwy 124
2. Ditch 111-1 Englin Rd
3. Ditch 302 – Englin Rd

I. Meeting Updates – Update on Texas Water Development Board – March 4, 2026

J. Board and Staff Comments, no action items.

K. Set next Board Meeting

L. Adjournment.

The District reserves the right to adjourn into executive session at any time during the course of this meeting as authorized by the Texas Open meetings Act, Texas Government Code §§ 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberation about Gifts and Donations), 551.074 (Personnel Matters), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session. Should any final action, decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive meeting or session, then the final action or final vote shall be either:

(a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or

(b) at a subsequent public meeting of the Commissioners upon notice thereof, as the Commissioners shall determine.

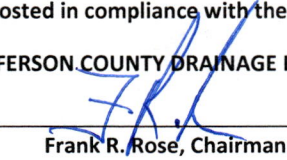
This Notice of Meeting is given and posted pursuant to the Texas Open Meetings Act, contained in Chapter 551 of the Texas Government Code. Capitalized words and phrases have the meaning given to them in the Act. The Meeting will be held at the Date, Time, and Place stated above. The Board of Commissioners of the Governmental Body will deliberate upon the items listed in the Agenda above. Any Agenda item is subject to discussion only, action only, or both discussion and action. All portions of the Meeting shall be Open, unless a Closed Meeting is held when permitted, and in the manner specified by the Act. If the Act permits all or any portion of the Deliberation of an Agenda item to be Closed, the Governing Body may enter into a Closed Meeting, whether or not the Agenda item states that a Closed Meeting for such item is anticipated. Agenda items are not required to be considered in the same order as listed in the Agenda. Any agenda item(s) may be tabled for Deliberation at a later Meeting or removed from the Agenda. Any such tabled or removed Agenda item may be placed on an Agenda for a later Meeting for which Notice has been given and posted pursuant to the Act.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Board of Commissioners of Jefferson County Drainage District No. 3 is a true and correct copy of said Notice at a

place convenient and readily accessible to the general public at all times in its administrative office at 24460 Hwy 124, Hamshire, Texas. This notice can also be viewed via the District's website at <http://icdd3.org>. This notice remained so posted continuously for at least 72 hours immediately preceding the scheduled time of said Meeting. And further, that a true and correct copy of said notice was furnished to the County Clerk of Jefferson County for posting in the Jefferson County Courthouse.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on March 12, 2026

JEFFERSON COUNTY DRAINAGE DISTRICT No. 3

By:   
Frank R. Rose, Chairman

I, the undersigned County Clerk of Jefferson County, do hereby certify that the above Notice of Meeting of the Jefferson County Drainage District No. 3 Board of Commissioners, is a true and correct copy of said Notice and that I received and posted said Notice on the Courthouse Doors and the bulletin board at the Courthouse of Jefferson County, Texas, at a place readily accessible to the general public at all times on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_m. and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Jefferson County Clerk

**Return File Copy To:** Jefferson County Drainage District No. 3, P.O. Box 388, Hamshire, TX 77622

# DRAINAGE DISTRICT No. 3

24460 Highway 124  
Hamshire, Texas  
Jefferson County, Texas

MINUTES OF MEETING  
OF  
BOARD OF COMMISSIONERS  
Held  
MARCH 18, 2026, AT 7:30 A.M.

- A. Meeting was called to order at 7:30 A.M. by Chairman Frank R. Rose.
- B. Present were Frank R. Rose, Chairman; Reginald C. Boykin, Secretary; Commissioner Joel Levingston, Jr.
- C. He announced that this meeting was being recorded for the purpose of transcribing the minutes.
- D. There were no Public Comments
- E. The Minutes of the February 25, 2026, meeting were approved on a motion made by Commissioner Levingston and seconded by Chairman Rose. All voted Aye.
- F. Business Session:
1. Commissioners reviewed and accepted the District's regular checks written from February 28 to March 15, 2026. A motion was made by Commissioner Levingston and seconded by Chairman Rose. All voted Aye.
  2. Commissioners reviewed and accepted the monthly financial report presented by Shanna Verret, which showed an ending fund balance of \$1,923,313.06, an increase of \$246,648.41 from last month. The motion was made by Commissioner Levingston and seconded by Chairman Rose. All voted Aye.
  3. A motion was made by Commissioner Levingston and seconded by Chairman Rose to accept the District's Monthly Insurance Summary as presented by the Southeast Texas Government Employee Benefit Pool for February 2026. Active employees generated a year-end profit of \$10,444.32 while retirees earned a year-end profit of \$490.95. All voted Aye.
  4. As of the time and date of the March 18, 2026, meeting, the Investment Report had not yet been received from the County Auditor. Therefore, no action was taken on this agenda item to receive the Jefferson County Drainage District's No. 3 Investment Schedule for February 2026, pursuant to Section 2256.023 of the Public Funds Investment Act.
  5. A motion made by Commissioner Levingston and seconded by Commissioner Boykin to approve the renewal of the District's Insurance and Workman's Comp Policy FY2026-27 with Texas Water Association Risk Management Fund (TWCARMF). All voted Aye.
  6. Motion was made by Commissioner Boykin and seconded by Commissioner Levingston to renew the District's Cyber Crime Policy with Great American Insurance FY2026-27. All voted Aye.
  7. A motion was made by Chairman Rose and seconded by Commissioner Levingston to table the adoption of the Drainage Criteria Control Agreement for Stormwater Structural Controls. All voted Aye.
  8. Commissioners reviewed the 2026 Preliminary Taxable Value of \$310,660,715 as reported by Jefferson Central Appraisal District. The certified taxable value for 2025 was \$312,239,879.
  9. No Executive Session was held
- G. Equipment Update:
1. The Doggett representative contacted General Manager Ruffus Lavergne and stated that the correct plate should arrive on Friday, and they will be here on Monday, March 23<sup>rd</sup> to install it on the trackhoe.
  2. After reviewing prices on a 16' & 20' Tandem Axle Dump Trailers, a motion was made by Commissioner Boykin and seconded by Commissioner Levingston to purchase a Big Tex 16' Tandem Axle Dump Trailer from Big Tex Trailer World for \$19,045.50. All voted Aye.

H. Project Update:

**Completed Projects**

1. Ditch 141 – Webb Rd
2. Ditch 326 – Coon Rd

**Projects in Progress**

1. Ditches within the District are still being mowed at this time

**Upcoming Projects** - *Most of these projects will be completed once the new mulcher is received and installed on the trackhoe*

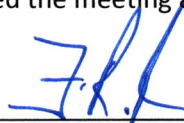
1. Ditch 140 – Hwy 124
2. Ditch 111-1 – Englin Rd
3. Ditch 302 – Englin Rd – Need to install a bulkhead
4. Ditch 107 – E. Hamshire Rd

I. Meeting Updates – Shanna Verret announced that she and Mr. Lavergne attended the Texas Water Development Board Workshop on March 4, 2026. They were made aware of various programs and grants that TWDB is offering.

J. Board Comments- Shanna Verret presented a Drainage Easement for Comalander Holdings, LLC that will be filed with Jefferson County regarding a commercial development that is being built on T & N.O. RR. CO. SURVEY, SECTION 136 ABSTRACT NO. 260. DITCH 120-D3. This will be placed on the April 15, 2026, agenda for consideration.

K. The next regular meeting date is set for Wednesday, April 15, 2026, at 7:30 a.m.

L. Adjournment - With no further business, Chairman Rose adjourned the meeting at 8:15 a.m.

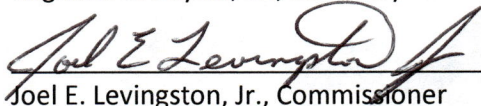


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Frank R. Rose, Chairman

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Reginald C. Boykin, Sr., Secretary



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Joel E. Levingston, Jr., Commissioner

**DRAINAGE DISTRICT No. 3**  
**Account QuickReport**  
As of March 15, 2026

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Split</u>	<u>Amount</u>
02/26/2026	ACH	PAYROLL TAX LIABILITY	FICA TAXES	-3,434.60
02/26/2026	13672	PAYROLL ACCOUNT	SALARIES & AUTO ALLOWANCE	-16,609.50
02/26/2026	ACH	Texas County & District Retirement System	RETIREMENT	-2,543.60
02/26/2026	13674	Amwins Group Benefits, LLC	INSURANCE	-4,742.72
02/26/2026	13675	United Rentals	HOSE & FITTINGS	-475.07
02/26/2026	13676	Cintas	MEDICAL & SAFETY	-80.44
02/26/2026	13677	Centerpoint Energy	NATURAL GAS	-110.90
02/26/2026	13678	Windstream	TELEPHONE	-379.31
02/26/2026	13679	Entergy	ELECTRICITY	-296.38
02/26/2026	13680	West Jefferson Co. MWD	WATER	-31.12
02/26/2026	13681	Jux Technologies	DUES	-40.00
02/26/2026	13682	Funchess, Mills, White & Co.	INDEPENDENT AUDITOR FEE	-10,000.00
02/26/2026	13683	Internal Revenue Service	FICA TAXES	-273.64
		<b>TOTAL FOR 2/26/2026</b>		<b>-39,017.28</b>
03/12/2026	13684	PAYROLL ACCOUNT	SALARIES	-14,084.50
03/12/2026	ACH	PAYROLL TAX LIABILITY	FICA TAXES	-3,028.02
03/12/2026	13685	Southeast Tx Gov't Employees Benefit Pool	INSURANCE	-17,301.92
03/12/2026	13686	County Treasurer, Life Insurance	INSURANCE	-41.12
03/12/2026	13687	Tri-Con Inc	FUEL	-3,527.93
03/12/2026	13688	O'Reilly	AUTO PARTS	-27.96
03/12/2026	13689	Tractor Supply Company	HARDWARE	-29.99
03/12/2026	13690	Cintas	MEDICAL & SAFETY	-768.95
03/12/2026	13691	SAM'S CLUB	MISCELLANEOUS	-425.87
03/12/2026	13692	First National Bank Omaha	OFFICE SUPPLIES, MED & SAFETY	-880.49
03/12/2026	13693	Waukesha-Pearce Industries, Inc.	EQUIPMENT REPAIRS	-417.55
03/12/2026	13694	Lone Star Lube Right	AUTO TRUCK & TRAILER	-153.63
03/12/2026	13695	Trailer Hitch Depot	AUTO TRUCK & TRAILER	-56.00
03/12/2026	13696	AT&T	TELEPHONE	-123.31
03/12/2026	13697	West Jefferson Co. MWD	WATER	-31.12
03/12/2026	13698	Hamshire Waste	WASTE DISPOSAL	-68.00
03/12/2026	13699	Jux Technologies	DUES	-24.00
03/12/2026	13700	Kasie Cooper	JANITORIAL SERVICES	-175.00
03/12/2026	13701	Pollans & Cohen, PC	INDEPENDENT AUDITOR FEES	-12,000.00
03/12/2026	13702	Jefferson Central Appraisal District	ENTITY PAYMENTS	-4,743.88
03/12/2026	13703	FIRST FINANCIAL BANK, N.A.	MACHINERY & EQUIPMENT	-2,741.02
		<b>TOTAL FOR 3/15/2026</b>		<b>-60,650.26</b>

## DRAINAGE DISTRICT No. 3 Profit & Loss Budget Performance February 2026

	Feb 26	Budget	Oct '25 - Feb 26	YTD Budget	Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>REVENUES</b>					
101 - Current Taxes	319,054.49	72,329.17	810,363.34	361,645.81	867,950.00
102 - Delinquent Taxes	5,882.52	833.33	17,102.41	4,166.69	10,000.00
103 - Interest	0.00	2,666.67	16,593.65	13,333.31	32,000.00
104 - Rendition Penalty	0.00		0.00	0.00	0.00
106 - Miscellaneous	138.29	0.00	1,052.26	0.00	0.00
<b>Total REVENUES</b>	<b>325,075.30</b>	<b>75,829.17</b>	<b>845,111.66</b>	<b>379,145.81</b>	<b>909,950.00</b>
<b>Total Income</b>	<b>325,075.30</b>	<b>75,829.17</b>	<b>845,111.66</b>	<b>379,145.81</b>	<b>909,950.00</b>
<b>Gross Profit</b>	<b>325,075.30</b>	<b>75,829.17</b>	<b>845,111.66</b>	<b>379,145.81</b>	<b>909,950.00</b>
<b>Expense</b>					
<b>1 - SALARIES</b>					
1001 - Administration	6,042.60	5,761.25	29,213.32	28,806.25	69,135.00
1002 - Clerical	4,599.40	4,881.08	23,996.68	24,405.44	58,573.00
1009 - Dept Head / Foreman	5,367.57	5,527.33	27,029.15	27,636.69	66,328.00
1010 - Commissioners	900.00	900.00	4,500.00	4,500.00	10,800.00
1015 - Extra Help	0.00	0.00	9,332.00	0.00	12,705.00
1020 - Laborer	0.00	2,946.67	0.00	14,733.31	35,360.00
1048 - Equipment Operators/Asst	9,213.43	13,215.83	45,875.85	66,079.19	158,590.00
<b>Total 1 - SALARIES</b>	<b>26,123.00</b>	<b>33,232.16</b>	<b>139,947.00</b>	<b>166,160.88</b>	<b>411,491.00</b>
<b>2 - FRINGE BENEFITS</b>					
2001 - FICA Expenses	2,466.95	3,215.00	11,279.38	16,075.00	38,580.00
2002 - Retirement	2,543.60	3,272.50	12,629.67	16,362.50	39,270.00
2003 - Insurance	21,785.21	26,237.50	101,862.47	131,187.50	314,850.00
2004 - Worker's Compensation	0.00	833.33	0.00	4,166.69	10,000.00
2006 - Auto Allowance	1,625.00	1,625.00	8,125.00	8,125.00	19,500.00
2007 - Retirement Wage Contg	0.00	4,166.67	1,030.00	20,833.31	50,000.00
2008 - Health Ins. Savings Acct	750.00	687.50	2,577.35	3,437.50	8,250.00
<b>Total 2 - FRINGE BENEFITS</b>	<b>29,170.76</b>	<b>40,037.50</b>	<b>137,503.87</b>	<b>200,187.50</b>	<b>480,450.00</b>
<b>3 - MATERIALS &amp; SUPPLIES</b>					
3006 - Auto Parts & Supplies	797.92	625.00	797.92	3,125.00	7,500.00
3006 Batteries	0.00		0.00	0.00	0.00
3008 Bolts Nuts Nails & Screws	0.00		0.00	0.00	0.00
3009 Antifreeze & Coolant	0.00		0.00	0.00	0.00
3010 Books & Printed Matter	0.00	500.00	1,237.00	2,500.00	6,000.00
3010 - Maps Prints Books Print	0.00		0.00	0.00	0.00
3012 Prints, Maps & Etc	0.00		0.00	0.00	0.00
3014 Chains & Hooks	0.00	66.67	0.00	333.31	800.00
3016 Chemicals Weed Control	0.00	1,916.67	0.00	9,583.31	23,000.00

2:15 PM

03/10/26

Accrual Basis

## DRAINAGE DISTRICT No. 3 Profit & Loss Budget Performance February 2026

	Feb 26	Budget	Oct '25 - Feb 26	YTD Budget	Annual Budget
3018 Cleaners & Solvents	0.00		0.00	0.00	0.00
3018 - Janitorial Supplies	213.75	125.00	452.94	625.00	1,500.00
3019 - Additives & Lubricants	0.00		0.00	0.00	0.00
3020 Metal Culvert Pipe	2,801.20	4,166.67	4,341.80	20,833.31	50,000.00
3022 Copying Supplies	0.00		0.00	0.00	0.00
3027 Electrial Supplies	0.00	250.00	0.00	1,250.00	3,000.00
3030 Fencing Material	440.10	625.00	440.10	3,125.00	7,500.00
3032 Concrete, Sand, Aggregat	0.00	833.33	0.00	4,166.69	10,000.00
3034 Diesel Fuel	0.00	5,000.00	3,497.00	25,000.00	60,000.00
3036 Diesel Fuel ON ROAD	0.00	583.33	2,026.53	2,916.69	7,000.00
3037 Gasoline	0.00	583.33	1,755.78	2,916.69	7,000.00
3040 Hardware - Misc	110.89	250.00	804.77	1,250.00	3,000.00
3041 Hose & Fittings & Filters	475.07	833.33	1,712.40	4,166.69	10,000.00
3048 Lumber, Timbers, Rope	0.00	416.67	0.00	2,083.31	5,000.00
3050 Medical & Safety	80.44	250.00	381.26	1,250.00	3,000.00
3051 Motor Oil & Grease	0.00	833.33	0.00	4,166.69	10,000.00
3056 Paint & Brushes	0.00	83.33	0.00	416.69	1,000.00
3072 Rope Wire Manila & Burlap	0.00	66.67	0.00	333.31	800.00
3073 Spare Parts, Heavy Equip	0.00	83.33	0.00	416.69	1,000.00
3077 Computer Supplies	0.00	208.33	0.00	1,041.69	2,500.00
3078 Office Supplies	558.65	375.00	1,871.33	1,875.00	4,500.00
3080 Steel Angle Iron Rods, Etc	0.00		0.00	0.00	0.00
3083 Tires & Tubes	0.00	750.00	10.30	3,750.00	9,000.00
3084 Minor Equipment	0.00		0.00	0.00	0.00
3084 - Sm Tools & Minor Equip	28.97	958.33	28.97	4,791.69	11,500.00
3095 Welding Supplies	0.00	291.67	0.00	1,458.31	3,500.00
3098 - Clothing & Work Wear	0.00	208.33	825.52	1,041.69	2,500.00
3099 Sundry	25.98	166.67	250.77	833.31	2,000.00
<b>Total 3 - MATERIALS &amp; SUPPLIES</b>	<b>5,532.97</b>	<b>21,049.99</b>	<b>20,434.39</b>	<b>105,250.07</b>	<b>252,600.00</b>
<b>4 - MAINTENANCE &amp; UTILITES</b>					
4001 Cooling and Heating	0.00	0.00	0.00	0.00	0.00
4009 Building & Structure	0.00	375.00	0.00	1,875.00	4,500.00
4010 Tractors & Mowers	0.00	1,041.67	641.87	5,208.31	12,500.00
4011 Equipment Repairs	0.00	5,833.33	3,600.30	29,166.69	70,000.00
4013 Marine Craft	0.00	166.67	0.00	833.31	2,000.00
4014 - Auto - Truck	0.00		0.00	0.00	0.00
4014 - Auto Truck Trailer	0.00	250.00	293.44	1,250.00	3,000.00
4015 Communication Equip	0.00	125.00	0.00	625.00	1,500.00
4020 Miscellaneous	0.00	41.67	0.00	208.31	500.00
4030 Tools	0.00		0.00	0.00	0.00
4051 Freight	0.00	25.00	0.00	125.00	300.00
4052 Postage	11.60	41.67	269.50	208.31	500.00
4053 Natural Gas/Butane	110.90	308.33	551.52	1,541.69	3,700.00
4054 Telephone	502.67	500.00	2,481.76	2,500.00	6,000.00
4056 Electricity	296.38	500.00	1,098.21	2,500.00	6,000.00

## DRAINAGE DISTRICT No. 3 Profit & Loss Budget Performance February 2026

	Feb 26	Budget	Oct '25 - Feb 26	YTD Budget	Annual Budget
4057 Water & Sewer	31.12	166.67	152.70	833.31	2,000.00
4058 Garbage Waste Disposal	68.00	100.00	340.00	500.00	1,200.00
4059 - Unscheduled Misc	0.00	83.33	0.00	416.69	1,000.00
<b>Total 4 - MAINTENANCE &amp; UTILITES</b>	<b>1,020.67</b>	<b>9,558.34</b>	<b>9,429.30</b>	<b>47,791.62</b>	<b>114,700.00</b>
<b>5 - MISCELLANEOUS SERVICES</b>					
5009 Professional Services	0.00	1,250.00	639.95	6,250.00	15,000.00
5010 - Medical & Surgical	0.00	166.67	0.00	833.31	2,000.00
5021 Dues & Subscriptions	122.11	291.67	1,330.17	1,458.31	3,500.00
5027 Engineering Fees	0.00	2,500.00	0.00	12,500.00	30,000.00
5028 Assessor/Collector Fees	0.00	166.67	0.00	833.31	2,000.00
5029 Attorney Fees	0.00	1,666.67	0.00	8,333.31	20,000.00
5031 Filing, Records & Photos	0.00	8.33	0.00	41.69	100.00
5032 Accounting Services	0.00	41.67	0.00	208.31	500.00
5036 Treasurer Commision	0.00	133.33	2,118.06	666.69	1,600.00
5038 Supplemenal Tax Refunds	0.00	166.67	0.00	833.31	2,000.00
5040 Insurance - Auto Prop Liab	0.00	1,341.67	0.00	6,708.31	16,100.00
5040 Insurance Autos & Trucks	0.00		0.00	0.00	0.00
5041 Insurance Property	0.00		0.00	0.00	0.00
5043 Insurance General Liab	0.00		0.00	0.00	0.00
5044 Insurance Official Liab	0.00		0.00	0.00	0.00
5045 Bonds Surety & Notary	150.95	83.33	475.95	416.69	1,000.00
5053 Equipment Rental	0.00	1,416.67	0.00	7,083.31	17,000.00
5054 Contract Aerial Spraying	0.00	833.33	0.00	4,166.69	10,000.00
5055 Contract Spraying	0.00	916.67	0.00	4,583.31	11,000.00
5060 -Janitorial Services	175.00	175.00	875.00	875.00	2,100.00
5062 Travel & Meeting Expense	0.00	66.67	110.88	333.31	800.00
5064 Training & Education	0.00	125.00	0.00	625.00	1,500.00
5074 Independent Auditor Fees	10,000.00	2,500.00	15,000.00	12,500.00	30,000.00
5095 Bank Service Charges	0.00	250.00	0.00	1,250.00	3,000.00
5098 Appraisal District Fees	0.00	750.00	0.00	3,750.00	9,000.00
5099 Sundry	0.00	83.33	0.00	416.69	1,000.00
<b>Total 5 - MISCELLANEOUS SERVICES</b>	<b>10,448.06</b>	<b>14,933.35</b>	<b>20,550.01</b>	<b>74,666.55</b>	<b>179,200.00</b>
<b>6 - CAPITAL OUTLAY</b>					
6001 Office Machines	0.00	375.00	0.00	1,875.00	4,500.00
6002 Excavation Equipment	0.00	13,333.33	0.00	66,666.69	160,000.00
6011 Machinery & Equipment	2,741.02	13,333.33	13,705.10	66,666.69	160,000.00
6014 Building & Structures Grnd	0.00	833.33	0.00	4,166.69	10,000.00
6022 Furniture & Fixtures	0.00	416.67	0.00	2,083.34	5,000.03
6042 Auto Truck & Trailer	0.00	4,233.33	0.00	21,166.69	50,800.00
6045 Land/ROW Acquisitions	0.00	350.00	0.00	1,750.00	4,200.00
<b>Total 6 - CAPITAL OUTLAY</b>	<b>2,741.02</b>	<b>32,874.99</b>	<b>13,705.10</b>	<b>164,375.10</b>	<b>394,500.03</b>

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Accrual Basis

**DRAINAGE DISTRICT No. 3**  
**Profit & Loss Budget Performance**  
**February 2026**

	Feb 26	Budget	Oct '25 - Feb 26	YTD Budget	Annual Budget
Payroll Expenses	2,946.00		5,892.00		
Reconciliation Discrepancies	0.00		0.00	0.00	0.00
<b>Total Expense</b>	<b>77,982.48</b>	<b>151,686.33</b>	<b>347,461.67</b>	<b>758,431.72</b>	<b>1,832,941.03</b>
<b>Net Ordinary Income</b>	<b>247,092.82</b>	<b>-75,857.16</b>	<b>497,649.99</b>	<b>-379,285.91</b>	<b>-922,991.03</b>
<b>Other Income/Expense</b>					
Other Expense					
Transfer Account	0.00	0.00	-16,836.50	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>-16,836.50</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>16,836.50</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>247,092.82</b>	<b>-75,857.16</b>	<b>514,486.49</b>	<b>-379,285.91</b>	<b>-922,991.03</b>

**DRAINAGE DISTRICT No. 3**  
**Statement of Cash Flows**  
February 2026

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	<u>Feb 26</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	247,092.82
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	-437.62
EMPLOYEE PAID EXPENSES:202-0400 Employee Insurance	33.61
EMPLOYEE PAID EXPENSES:202-0902 VOL - LIFE / AD&D	-105.00
Payroll Liabilities	64.60
	<hr/>
Net cash provided by Operating Activities	246,648.41
Net cash increase for period	246,648.41
Cash at beginning of period	1,676,664.65
Cash at end of period	<u><u>1,923,313.06</u></u>

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**DRAINAGE DISTRICT No. 3**  
**Reconciliation Summary**  
**M & O - STELLAR BANK, Period Ending 02/28/2026**

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	<u>Feb 28, 26</u>
<b>Beginning Balance</b>	1,618,680.64
<b>Cleared Transactions</b>	
Checks and Payments - 29 items	-72,134.09
Deposits and Credits - 9 items	330,166.81
<b>Total Cleared Transactions</b>	<u>258,032.72</u>
<b>Cleared Balance</b>	<b><u>1,876,713.36</u></b>
<b>Uncleared Transactions</b>	
Checks and Payments - 15 items	-16,702.46
Deposits and Credits - 26 items	35,021.48
<b>Total Uncleared Transactions</b>	<u>18,319.02</u>
<b>Register Balance as of 02/28/2026</b>	<b><u>1,895,032.38</u></b>
<b>New Transactions</b>	
Checks and Payments - 21 items	-60,650.26
<b>Total New Transactions</b>	<u>-60,650.26</u>
<b>Ending Balance</b>	<b><u>1,834,382.12</u></b>

**DRAINAGE DISTRICT No. 3**  
**Reconciliation Detail**  
**M & O - STELLAR BANK, Period Ending 02/28/2026**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						1,618,680.64
<b>Cleared Transactions</b>						
<b>Checks and Payments - 29 items</b>						
Check	01/29/2026	13646	Amwins Group Bene...	X	-4,742.72	-4,742.72
Check	01/29/2026	13647	The Examiner	X	-540.00	-5,282.72
Check	01/29/2026	13651	Windstream	X	-411.44	-5,694.16
Check	01/29/2026	13652	Texas Comptroller o...	X	-100.00	-5,794.16
Check	01/29/2026	13654	Entergy	X	-55.83	-5,849.99
Check	01/29/2026	13653	VICTOR INSURAN...	X	-50.00	-5,899.99
Check	01/29/2026	13648	Cintas	X	-45.72	-5,945.71
Check	01/29/2026	13650	Waukesha-Pearce I...	X	-33.58	-5,979.29
Check	01/29/2026	13649	All Terrain Equipme...	X	-18.98	-5,998.27
Check	02/12/2026	13656	Southeast Tx Gov't ...	X	-17,378.12	-23,376.39
Check	02/12/2026	13655	PAYROLL ACCOUNT	X	-14,084.50	-37,460.89
Liability Check	02/12/2026	11246	PAYROLL TAX LIA...	X	-3,028.02	-40,488.91
Check	02/12/2026	13661	Seabreeze Culvert I...	X	-2,801.20	-43,290.11
Check	02/12/2026	13670	FIRST FINANCIAL ...	X	-2,741.02	-46,031.13
Check	02/12/2026	13660	First National Bank ...	X	-1,011.54	-47,042.67
Check	02/12/2026	13658	Shanna Verret	X	-750.00	-47,792.67
Check	02/12/2026	13664	O'Reilly	X	-678.94	-48,471.61
Check	02/12/2026	13662	M & J Fertilizer Com...	X	-440.10	-48,911.71
Check	02/12/2026	13669	Kasie Cooper	X	-175.00	-49,086.71
Check	02/12/2026	13659	Interstate Batteries	X	-147.95	-49,234.66
Check	02/12/2026	13665	AT&T	X	-123.36	-49,358.02
Check	02/12/2026	13666	Hamshire Waste	X	-68.00	-49,426.02
Check	02/12/2026	13663	Stratton, Inc. - West...	X	-47.75	-49,473.77
Check	02/12/2026	13657	County Treasurer, Li...	X	-41.12	-49,514.89
Check	02/12/2026	13667	Jux Technologies	X	-24.00	-49,538.89
Check	02/12/2026	13668	Kate Carroll - Tax A...	X	-7.50	-49,546.39
Check	02/26/2026	13672	PAYROLL ACCOUNT	X	-16,609.50	-66,155.89
Liability Check	02/26/2026	ACH	PAYROLL TAX LIA...	X	-3,434.60	-69,590.49
Check	02/26/2026	ACH	Texas County & Dist...	X	-2,543.60	-72,134.09
Total Checks and Payments					-72,134.09	-72,134.09
<b>Deposits and Credits - 9 items</b>						
Deposit	02/01/2026			X	243,585.04	243,585.04
Deposit	02/09/2026			X	46,628.17	290,213.21
Deposit	02/12/2026			X	138.29	290,351.50
Payment	02/12/2026	1596	AJ Flowers	X	376.75	290,728.25
Payment	02/12/2026	16010	Frank R. Rose 2009	X	408.00	291,136.25
Transfer	02/12/2026			X	1,994.51	293,130.76
Deposit	02/15/2026			X	30,195.69	323,326.45
Transfer	02/26/2026			X	2,274.80	325,601.25
Deposit	02/28/2026			X	4,565.56	330,166.81
Total Deposits and Credits					330,166.81	330,166.81
Total Cleared Transactions					258,032.72	258,032.72
Cleared Balance					258,032.72	1,876,713.36
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 15 items</b>						
Check	11/30/2022	12583	SAM'S CLUB		-78.74	-78.74
Check	06/15/2023	12789	Jux Technologies		-74.00	-152.74
General Journal	09/30/2023	FMW2...			-45.00	-197.74
Check	10/30/2024	13255	BAR V DESIGNS		-12.00	-209.74
Check	02/12/2026	13671	M & D Supply		-63.14	-272.88
Check	02/26/2026	13682	Funchess, Mills, Wh...		-10,000.00	-10,272.88
Check	02/26/2026	13674	Amwins Group Bene...		-4,742.72	-15,015.60
Check	02/26/2026	13675	United Rentals		-475.07	-15,490.67
Check	02/26/2026	13678	Windstream		-379.31	-15,869.98
Check	02/26/2026	13679	Entergy		-296.38	-16,166.36
Check	02/26/2026	13683	Internal Revenue Se...		-273.64	-16,440.00
Check	02/26/2026	13677	Centerpoint Energy		-110.90	-16,550.90
Check	02/26/2026	13676	Cintas		-80.44	-16,631.34

## DRAINAGE DISTRICT No. 3

## Reconciliation Detail

M &amp; O - STELLAR BANK, Period Ending 02/28/2026

Type	Date	Num	Name	Clr	Amount	Balance
Check	02/26/2026	13681	Jux Technologies		-40.00	-16,671.34
Check	02/26/2026	13680	West Jefferson Co. ...		-31.12	-16,702.46
Total Checks and Payments					-16,702.46	-16,702.46
<b>Deposits and Credits - 26 items</b>						
Transfer	02/28/2023				2,774.93	2,774.93
Transfer	04/27/2023				3,145.54	5,920.47
General Journal	09/30/2023	FMW2...			123.74	6,044.21
Payment	11/30/2023	1046	Joel Levingston, Jr.		403.00	6,447.21
Payment	01/10/2024	1438	AJ Flowers		352.95	6,800.16
Transfer	01/31/2024				1,916.63	8,716.79
Transfer	02/29/2024				1,626.31	10,343.10
Check	04/15/2024	13060	Southeast Tx Gov't ...		0.00	10,343.10
Transfer	04/15/2024				1,708.31	12,051.41
Check	07/15/2024	13136	Stratton, Inc. - West...		0.00	12,051.41
Check	07/15/2024	13137	AT&T		0.00	12,051.41
Check	07/15/2024	13140	Winnie Welding Wor...		0.00	12,051.41
Check	07/15/2024	13139	Jux Technologies		0.00	12,051.41
Check	07/15/2024	13138	Hamshire Waste		0.00	12,051.41
Check	07/15/2024	13143	County Treasurer, Li...		0.00	12,051.41
Check	07/15/2024	13141	PAYROLL ACCOUNT		0.00	12,051.41
Check	07/15/2024	13134	Southeast Tx Gov't ...		0.00	12,051.41
Deposit	07/31/2024				6,473.70	18,525.11
Check	08/15/2024	13181	Milliman, Inc		0.00	18,525.11
Transfer	09/12/2024				1,708.31	20,233.42
Check	09/30/2024	13206	The Examiner		0.00	20,233.42
Transfer	12/12/2024				4,927.73	25,161.15
Deposit	02/28/2025				5,332.22	30,493.37
Check	08/14/2025	13495	Cintas		0.00	30,493.37
Payment	12/15/2025		Joel Levingston, Jr.			30,493.37
Deposit	02/22/2026				4,528.11	35,021.48
Total Deposits and Credits					35,021.48	35,021.48
Total Uncleared Transactions					18,319.02	18,319.02
Register Balance as of 02/28/2026					276,351.74	1,895,032.38
<b>New Transactions</b>						
<b>Checks and Payments - 21 items</b>						
Check	03/12/2026	13685	Southeast Tx Gov't ...		-17,301.92	-17,301.92
Check	03/12/2026	13684	PAYROLL ACCOUNT		-14,084.50	-31,386.42
Check	03/12/2026	13701	Pollans & Cohen, PC		-12,000.00	-43,386.42
Check	03/12/2026	13702	Jefferson Central Ap...		-4,743.88	-48,130.30
Check	03/12/2026	13687	Tri-Con Inc		-3,527.93	-51,658.23
Liability Check	03/12/2026	ACH	PAYROLL TAX LIA...		-3,028.02	-54,686.25
Check	03/12/2026	13703	FIRST FINANCIAL ...		-2,741.02	-57,427.27
Check	03/12/2026	13692	First National Bank ...		-880.49	-58,307.76
Check	03/12/2026	13690	Cintas		-768.95	-59,076.71
Check	03/12/2026	13691	SAM'S CLUB		-425.87	-59,502.58
Check	03/12/2026	13693	Waukesha-Pearce I...		-417.55	-59,920.13
Check	03/12/2026	13700	Kasie Cooper		-175.00	-60,095.13
Check	03/12/2026	13694	Lone Star Lube Right		-153.63	-60,248.76
Check	03/12/2026	13696	AT&T		-123.31	-60,372.07
Check	03/12/2026	13698	Hamshire Waste		-68.00	-60,440.07
Check	03/12/2026	13695	Trailer Hitch Depot		-56.00	-60,496.07
Check	03/12/2026	13686	County Treasurer, Li...		-41.12	-60,537.19
Check	03/12/2026	13697	West Jefferson Co. ...		-31.12	-60,568.31
Check	03/12/2026	13689	Tractor Supply Com...		-29.99	-60,598.30
Check	03/12/2026	13688	O'Reilly		-27.96	-60,626.26
Check	03/12/2026	13699	Jux Technologies		-24.00	-60,650.26
Total Checks and Payments					-60,650.26	-60,650.26
Total New Transactions					-60,650.26	-60,650.26
<b>Ending Balance</b>					<b>215,701.48</b>	<b>1,834,382.12</b>

**DRAINAGE DISTRICT No. 3**  
**Reconciliation Summary**  
**PAYROLL - STELLAR BANK, Period Ending 02/28/2026**

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	Feb 28, 26
<b>Beginning Balance</b>	34,884.86
<b>Cleared Transactions</b>	
Checks and Payments - 24 items	-31,162.97
Deposits and Credits - 3 items	30,781.01
<b>Total Cleared Transactions</b>	-381.96
<b>Cleared Balance</b>	<b>34,502.90</b>
<b>Uncleared Transactions</b>	
Checks and Payments - 9 items	-18,615.92
Deposits and Credits - 7 items	17,046.27
<b>Total Uncleared Transactions</b>	-1,569.65
<b>Register Balance as of 02/28/2026</b>	<b>32,933.25</b>
<b>New Transactions</b>	
Checks and Payments - 11 items	-13,530.95
<b>Total New Transactions</b>	-13,530.95
<b>Ending Balance</b>	<b>19,402.30</b>

**DRAINAGE DISTRICT No. 3**  
**Reconciliation Detail**  
**PAYROLL - STELLAR BANK, Period Ending 02/28/2026**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						34,884.86
<b>Cleared Transactions</b>						
<b>Checks and Payments - 24 items</b>						
Liability Check	01/15/2026	8944	Hartford Insurance ...	X	-41.28	-41.28
Liability Check	02/12/2026	8948	Southeast Tx Gov't ...	X	-2,458.22	-2,499.50
Paycheck	02/12/2026	ACH	Lavergne, Ruffus J	X	-2,099.77	-4,599.27
Transfer	02/12/2026			X	-1,994.51	-6,593.78
Paycheck	02/12/2026	ACH	Verret, Shanna J	X	-1,807.45	-8,401.23
Paycheck	02/12/2026	ACH	Lugo, Baldemero	X	-1,769.72	-10,170.95
Paycheck	02/12/2026	ACH	Gonzales, Richard A.	X	-1,769.33	-11,940.28
Paycheck	02/12/2026	ACH	Padron, Fernando V	X	-1,677.96	-13,618.24
Paycheck	02/12/2026	ACH	Sinegal, Kameron M	X	-1,130.94	-14,749.18
Liability Check	02/12/2026	8945	County Treasurer, Li...	X	-212.14	-14,961.32
Liability Check	02/12/2026	ACH	NACO	X	-120.00	-15,081.32
Liability Check	02/12/2026	8946	County Treasurer, Vi...	X	-60.70	-15,142.02
Paycheck	02/26/2026	ACH	Lavergne, Ruffus J	X	-2,661.04	-17,803.06
Transfer	02/26/2026			X	-2,274.80	-20,077.86
Paycheck	02/26/2026	ACH	Verret, Shanna J	X	-2,199.94	-22,277.80
Liability Check	02/26/2026	ACH	Texas County & Dist...	X	-2,034.88	-24,312.68
Paycheck	02/26/2026	ACH	Lugo, Baldemero	X	-1,769.72	-26,082.40
Paycheck	02/26/2026	ACH	Gonzales, Richard A.	X	-1,769.33	-27,851.73
Paycheck	02/26/2026	ACH	Padron, Fernando V	X	-1,677.96	-29,529.69
Paycheck	02/26/2026	ACH	Sinegal, Kameron M	X	-1,130.94	-30,660.63
Paycheck	02/26/2026	ACH	Boykin, Reginald C	X	-281.75	-30,942.38
Paycheck	02/26/2026	ACH	Rose, Frank R	X	-63.97	-31,006.35
Paycheck	02/26/2026	ACH	Levingston, Jr., Joel E	X	-36.62	-31,042.97
Liability Check	02/28/2026	ACH	NACO	X	-120.00	-31,162.97
Total Checks and Payments					-31,162.97	-31,162.97
<b>Deposits and Credits - 3 items</b>						
Deposit	02/12/2026			X	14,084.50	14,084.50
Deposit	02/26/2026			X	16,609.50	30,694.00
Deposit	02/28/2026			X	87.01	30,781.01
Total Deposits and Credits					30,781.01	30,781.01
Total Cleared Transactions					-381.96	-381.96
Cleared Balance					-381.96	34,502.90
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 9 items</b>						
Transfer	02/28/2023				-2,774.93	-2,774.93
Transfer	04/27/2023				-3,145.54	-5,920.47
Transfer	01/31/2024				-1,916.63	-7,837.10
Transfer	02/29/2024				-1,626.31	-9,463.41
Transfer	03/14/2024				-1,708.31	-11,171.72
Transfer	09/12/2024				-1,708.31	-12,880.03
Transfer	12/12/2024				-4,927.73	-17,807.76
Liability Check	01/15/2026	8939	Hartford Insurance ...		-383.44	-18,191.20
Liability Check	02/12/2026	8947	Hartford Insurance ...		-424.72	-18,615.92
Total Checks and Payments					-18,615.92	-18,615.92
<b>Deposits and Credits - 7 items</b>						
Deposit	11/30/2025				110.28	110.28
Deposit	12/30/2025				16,836.50	16,946.78
Deposit	12/31/2025				99.49	17,046.27
Liability Check	01/15/2026	8940	Securian Life Insura...		0.00	17,046.27
Liability Check	01/15/2026	8937	Hartford Ins.		0.00	17,046.27
Liability Check	01/15/2026	8938	Southeast Tx Gov't ...		0.00	17,046.27
Liability Check	01/15/2026	8941	County Treasurer, Vi...		0.00	17,046.27
Total Deposits and Credits					17,046.27	17,046.27
Total Uncleared Transactions					-1,569.65	-1,569.65
Register Balance as of 02/28/2026					-1,951.61	32,933.25

**DRAINAGE DISTRICT No. 3**  
**Reconciliation Detail**  
**PAYROLL - STELLAR BANK, Period Ending 02/28/2026**

Type	Date	Num	Name	Clr	Amount	Balance
<b>New Transactions</b>						
<b>Checks and Payments - 11 items</b>						
Liability Check	03/12/2026	8952	Southeast Tx Gov't ...		-2,458.22	-2,458.22
Paycheck	03/12/2026	ACH	Lavergne, Ruffus J		-2,099.77	-4,557.99
Paycheck	03/12/2026	ACH	Verret, Shanna J		-1,807.45	-6,365.44
Paycheck	03/12/2026	ACH	Lugo, Baldemero		-1,769.72	-8,135.16
Paycheck	03/12/2026	ACH	Gonzales, Richard A.		-1,769.33	-9,904.49
Paycheck	03/12/2026	ACH	Padron, Fernando V		-1,677.96	-11,582.45
Paycheck	03/12/2026	ACH	Sinegal, Kameron M		-1,130.94	-12,713.39
Liability Check	03/12/2026	8951	Hartford Insurance ...		-424.72	-13,138.11
Liability Check	03/12/2026	8949	County Treasurer, Li...		-212.14	-13,350.25
Liability Check	03/12/2026	ACH	NACO		-120.00	-13,470.25
Liability Check	03/12/2026	8950	County Treasurer, Vi...		-60.70	-13,530.95
Total Checks and Payments					-13,530.95	-13,530.95
Total New Transactions					-13,530.95	-13,530.95
<b>Ending Balance</b>					<b>-15,482.56</b>	<b>19,402.30</b>

GROUP: DD3 Active  
 Month February '26

**2026 SUMMARY REPORT**

MONTH	PAID MEDICAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID DENTAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID PRESCRIPTION CLAIMS	% OF TOTAL CLAIMS PAID	TOTAL CLAIMS PAID	ADMIN	TOTAL EXPENSES	BILLED PREMIUM	NET PROFIT/(LOSS)
January	\$ 6,550.17	54.11%	\$ 555.00	4.59%	\$ 4,999.24	41.30%	\$ 12,104.41	\$ 1,089.40	\$ 13,193.81	\$ 17,882.52	\$ 4,688.71
February	\$ 4,299.35	34.04%	\$ -	0.00%	\$ 8,330.85	65.96%	\$ 12,630.20	\$ 1,136.72	\$ 13,766.92	\$ 19,522.52	\$ 5,755.60
March		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
April		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
May		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
June		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
July		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
August		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
September		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
October		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
November		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
December		0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
<b>TOTALS</b>	<b>\$ 10,849.52</b>	<b>43.86%</b>	<b>\$ 555.00</b>	<b>2.24%</b>	<b>\$ 13,330.09</b>	<b>53.89%</b>	<b>\$ 24,734.61</b>	<b>\$ 2,226.11</b>	<b>\$ 26,960.72</b>	<b>\$ 37,405.04</b>	<b>\$ 10,444.32</b>
MONTHLY AVERAGE	\$ 5,424.76		\$ 46.25		\$ 6,665.05		\$ 12,136.06	\$ 185.51	\$ 2,246.73	\$ 18,702.52	\$ 870.36
ANNUAL PROJECTIONS	\$ 65,097.12		\$ 555.00		\$ 79,980.54		\$ 145,632.66	\$ 2,226.11	\$ 26,960.72	\$ 224,430.24	\$ 10,444.32
PROJECTED MONTHLY AVERAGE PER ENROLLEE	\$ 774.97		\$ 6.61		\$ 952.15		\$ 1,733.72				
PROJECTED MONTHLY AVERAGE PER MEMBER	\$ 542.48		\$ 4.20		\$ 666.50		\$ 1,213.19				

GROUP: DD3 Retirees

Month February '26

**2026 SUMMARY REPORT**

MONTH	PAID MEDICAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID DENTAL CLAIMS	% OF TOTAL CLAIMS PAID	PAID PRESCRIPTION CLAIMS	% OF TOTAL CLAIMS PAID	TOTAL CLAIMS PAID	ADMIN	TOTAL EXPENSES	BILLED PREMIUM	NET PROFIT/(LOSS)
January	\$ -	0.00%	\$ -	0.00%	\$ 27.75	100.00%	\$ 27.75	\$ 2.50	\$ 30.25	\$ 275.72	\$ 245.47
February	\$ -	0.00%	\$ -	0.00%	\$ 27.75	100.00%	\$ 27.75	\$ 2.50	\$ 30.25	\$ 275.72	\$ 245.47
March	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
April	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
May	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
June	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
July	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
August	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
September	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
October	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
November	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
December	\$ -	0.00%	\$ -	0.00%		0.00%	\$ -	\$ -	\$ -		\$ -
<b>TOTALS</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 55.50</b>	<b>100.00%</b>	<b>\$ 55.50</b>	<b>\$ 5.00</b>	<b>\$ 60.50</b>	<b>\$ 551.44</b>	<b>\$ 490.95</b>
MONTHLY AVERAGE	\$ -		\$ -		\$ 27.75		\$ 27.75	\$ 0.42	\$ 5.04	\$ 275.72	\$ 40.91
ANNUAL PROJECTIONS	\$ -		\$ -		\$ 333.00		\$ 333.00	\$ 5.00	\$ 60.50	\$ 3,308.64	\$ 490.95
PROJECTED MONTHLY AVERAGE PER ENROLLEE	#DIV/0!		\$ -		#DIV/0!		#DIV/0!				
PROJECTED MONTHLY AVERAGE PER MEMBER	#DIV/0!		\$ -		#DIV/0!		#DIV/0!				

**SUPPLEMENT TO  
INTERLOCAL AGREEMENT  
TEXAS WATER ASSOCIATION  
RISK MANAGEMENT FUND**

In consideration of the Member's request for payment of additional benefits and in further consideration of the Fund's agreement to pay such benefits, the Interlocal Agreement between the Fund and the Member effective the 25 day of August, 1991, is amended by adding thereto the applicable coverages set forth below.

Volunteers — If a resolution of the Board of Trustees of the Member has been adopted providing coverage for volunteers as required by law, such volunteers, while acting within the course and scope of their official duties, shall be covered by the Interlocal Agreement as any other employee of the Member political subdivision.

Elected/Appointed Officials — If a resolution of the Board of Trustees of the Member has been adopted providing coverage for elected officials as required by law, such elected officials while acting within the course and scope of their official duties, shall be covered by the Interlocal Agreement as any other employee of the Member political subdivision.

The Member agrees to pay the premium for the payroll classifications set forth below.

**Description of Group of Employees**

- |                                     |                             |  |
|-------------------------------------|-----------------------------|--|
| <input type="checkbox"/>            | Elected/Appointed Officials | Code 999989  |
| <input type="checkbox"/>            | Volunteers                  | Payroll classification corresponding to type and nature of work done by the volunteer. |
| <input checked="" type="checkbox"/> | Decline Coverage            |  |

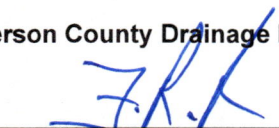
The Member agrees to report to the Fund, in writing on an annual basis or from time-to-time as new people are added, the names, positions, beginning date of service, ending date of service (if applicable), and salary/compensation or the equivalent minimum payroll base of the persons covered under this Supplement. The Member agrees that adequate premium for the above exposures must be collected by the Fund. Therefore, the Member agrees that unless greater compensation is actually received, the minimum reportable annual compensation for premium computation purposes on each person covered under this Supplement shall be \$3,120.

This Supplement shall be subject to all the terms, provision, and conditions of the Interlocal Agreement, and nothing herein contained shall vary, alter, or extend any term, provision, or condition of the Interlocal Agreement except as herein specifically stated.

Effective Date of this Supplement: July 1, 2026

This Supplement Expires: June 30, 2027

Contract Number: **65**

<b>MEMBER:</b>	<b>FUND:</b>
<b>Jefferson County Drainage District #3</b>	<b>Texas Water Association Risk Management Fund</b>
By: <u></u>	By: _____
Signature of Authorized Member Official	Signature of Authorized Fund Official
Title: <u>Frank R. Rose, Chairman</u>	Title: <u>Secretary</u>
Date: <u>March 18, 2026</u>	Date: _____

**WARRANTY**

Member: Jefferson County Drainage District #3

**TO: TEXAS WATER ASSOCIATION RISK MANAGEMENT FUND (the "Fund")**

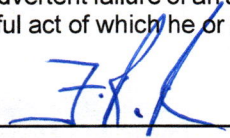
This warranty shall confirm that the information contained in the 2026-2027 Fund Year Risk Exposures Update completed and signed March 18, 2026, and presented to the Fund as the basis for (Date Exposure Update was signed)

which renewal coverage would apply, remains unchanged as of the date indicated below and there is no additional information which would need to be added to that exposure update in order to make it currently complete. This warranty is given as consideration for the offer of renewal coverage by the Fund.

This is declare and confirm that as of March 18, 2026 no fact, circumstance, (Today's Date)

or situation indicating the probability of an occurrence, claim, wrongful act, or action against which indemnification or payment is or would be afforded by the proposed insurance is now known to the Member's Fund Contact as set forth in the Interlocal Agreement between the Member and Fund and said Fund Contact has made a diligent effort to ascertain whether or not an actual or probable claim or action exists. It is agreed by all concerned that if there be actual knowledge of any such occurrence, claim, wrongful act, fact, circumstance, or situation, and it is not disclosed in the exposure update, any claim or action subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

It is further agreed by all concerned that knowledge or notice of an occurrence, claim, or wrongful act by an agent, servant or employee of the Member shall not in itself constitute no knowledge or notice to the Member, unless the Member's Fund Contact, as designated in the Interlocal Agreement, shall have received notice thereof from its agent, servant, or employee. The Fund Contact shall have a duty to make reasonable and diligent inquiry in this regard. The inadvertent failure of an agent, servant, or employee of the Member to notify the Fund of any occurrence, claim, or wrongful act of which he or she has knowledge shall not invalidate the proposed insurance.

SIGNED: 

DATE: March 18, 2026

TITLE: Frank R. Rose, Chairman



Great American Risk E-Business Cyber Loss and Liability Insurance Policy<sup>SM</sup>

NOTICE: This application is for claims-made and reported coverage, which applies only to claims first made and reported in writing during the policy period or any extended reporting period. The limit of liability to pay damages or settlements will be reduced and may be exhausted by defense expenses and defense expenses will be applied against the deductible amount. The coverage afforded under this policy differs in some respects from that afforded under other policies. Read the entire application carefully before signing.

- 1. Applicant's Name Jefferson County Drainage District No. 3
DBA Jefferson County Drainage District No. 3
Name of CISO/IT Contact Shanna Verret
CISO/IT Contact Email Address drainage3@jcdd3.org
CISO/IT Contact Phone Number 409-243-3495
Name of Third Party Network Administrator (insert Not Applicable if a Third Party Network Administrator is not used)
Not Applicable
Contact and Email of Third Party Provider n/a
2. Type of Business (select one) Local Government Entity
3. Street Address PO Box 388 - 24460 Hwy 124
City Hamshire State TX Zip 77622
4. Primary Web Address https://www.jcdd3.org
5. Year Business Started 1912
Number of Employees 9

Please use the addendum portion of this application to provide any additional information necessary.

Table with 3 columns: Additional Entity, Nature of Operations, Relationship to the Applicant with Percentage of Common Ownership. Row 1: N/A

Complete each question for the remainder of this application with ALL entities above in mind.

- 6. Nature of Operations Drainage/Flood Water
7. Total Revenues: \$1,161,659.00

Data Security and Governance

- 8. Estimated volume of Protected Information the applicant processes or stores 40GB of data
9. Indicate which of the following controls the applicant has implemented and consistently enforces with respect to electronic funds transfers. (check all that apply)
[ ] Call back procedures to verify funds transfer requests or changes to banking information
[ ] Dual sign-off prior to funds transfers exceeding \$10,000
[ ] We do not do wire transfers exceeding \$10,000
[ ] Other (Please describe) MFA required on all banking functions

**Data Security and Governance *Continued***

	Yes	No
10. Does the applicant conduct phishing ( <i>email or text</i> ) or vishing ( <i>phone</i> ) training for all staff?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is Endpoint Detection and Response (EDR) used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Is an email filtering tool in place to detect and/or block SPAM, malicious links, and attachments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Please indicate whether multi-factor authentication (MFA) is required for the following:		
Web-based email access	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Remote network access	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Are backups disconnected from the network or stored with a cloud provider?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Insurance Information**

	Yes	No
15. Has the applicant experienced any of the following situations within the last three years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Privacy Incident</b> and/or <b>claims</b> ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Network Incident</b> and/or <b>claims</b> ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>System Failure Incident</b> and/or <b>claims</b> ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Cyber Crime Incident</b> and/or <b>claims</b> ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Media Incident</b> and/or <b>claims</b> ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>If yes to any of the above</b> , please provide detail in a separate attachment a description of the incident including relevant dates, the number and type of records involved, the total dollar amount of expenses in connection with the incident, a summary of the Applicant's response to the incident, and a subsequent changes made to prevent the likelihood of future events.		
16. Are you aware of any fact, circumstance, or situation involving the applicant that you have a reason to believe will cause a <b>Privacy Incident, Network Security Incident, System Failure Incident, Cyber Crime Incident, Media Incident or Claim</b> ? ( <i>NOTE: Current Great American policyholders need not respond to this Question</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>

It is understood and agreed that if you responded yes to the question above, there is no coverage for any **Privacy Incident, Network Security Incident, System Failure Incident, Cyber Crime Incident, Media Incident or Claim** based upon, arising out of, or in any way involving any such fact or circumstance.

**Application Addendum**

Please use this section to supplement the information provided above regarding your Information Security program:  
 We Require 2 signatures on all checks.  
 We scan the computers using a spyware/malware software program.

## Fraud Warnings

**Alabama, Arkansas, Louisiana, New Mexico, Rhode Island, and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and/or confinement in prison. In Alabama, a person may also be subject to restitution.

**Colorado, Maine, Tennessee, Virginia, Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, and/or a denial of insurance benefits. In Colorado, penalties may also include civil damages. In Colorado, any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policy- holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**California:** For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**District of Columbia: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Applicable in other states:** Your policy may be void in any case of fraud, intentional concealment or misrepresentation of material fact by you in securing this insurance.

**Representations and Signatures**

The undersigned declares that to the best of his or her knowledge the statements set forth herein are true and correct and that reasonable efforts have been made to obtain sufficient information from each and every person and entity proposed for this insurance to facilitate the proper and accurate completion of this application. The undersigned further agrees that if any significant adverse change in the condition of the applicant is discovered between the date of this application and the effective date of the Policy, which would render this application inaccurate or incomplete, notice of such change will be reported in writing to the Insurer immediately. The signing of this application does not bind the undersigned to purchase the insurance.

It is agreed by the Company and the Insured Persons that the particulars and statements contained in this application and any information provided herewith *(which shall be on file with the Insurer and be deemed attached hereto as if physically attached hereto)* are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed that the statements in this application or any information provided herewith are their representations, they are material, and any Policy issued is in reliance upon the truth of such representations.

Applicant Signature 

Title Chairman

Date 03/18/2026

Printed Name Frank R. Rose

Agent Name \_\_\_\_\_

Agent Signature \_\_\_\_\_

**NOTE: This Application, including any material submitted herewith will be treated in strictest confidence.**

**Great American Insurance Group Cyber Risk Division**

Cincinnati, OH  
301 E. 4th Street  
Cincinnati, OH 45202

[Visit our website for more information.](#)



**Reject Cyber Coverage**

# 2025 CERTIFIED TOTALS

Property Count: 5,043

847 - DRAINAGE DISTRICT #3  
Grand Totals

3/10/2026

7:55:14AM

Land		Value				
Homesite:		21,311,150				
Non Homesite:		34,226,775				
Ag Market:		90,469,697				
Timber Market:		1,427,822		<b>Total Land</b>	(+)	147,435,444
Improvement		Value				
Homesite:		136,094,172				
Non Homesite:		68,257,797		<b>Total Improvements</b>	(+)	204,351,969
Non Real		Count	Value			
Personal Property:		145	102,042,678			
Mineral Property:		2,012	6,911,508			
Autos:		0	0	<b>Total Non Real</b>	(+)	108,954,186
				<b>Market Value</b>	=	460,741,599
Ag	Non Exempt	Exempt				
Total Productivity Market:	91,897,519	0				
Ag Use:	3,577,193	0	<b>Productivity Loss</b>	(-)	88,263,212	
Timber Use:	57,114	0	<b>Appraised Value</b>	=	372,478,387	
Productivity Loss:	88,263,212	0				
			<b>Homestead Cap</b>	(-)	8,207,149	
			<b>23.231 Cap</b>	(-)	1,099,672	
			<b>Assessed Value</b>	=	363,171,566	
			<b>Total Exemptions Amount</b>	(-)	52,510,851	
			<b>(Breakdown on Next Page)</b>			
			<b>Net Taxable</b>	=	310,660,715	

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 909,011.89 = 310,660,715 \* (0.292606 / 100)

Certified Estimate of Market Value: 460,741,599  
 Certified Estimate of Taxable Value: 310,660,715

Tax Increment Finance Value: 0  
 Tax Increment Finance Levy: 0.00

**2025 CERTIFIED TOTALS**

Property Count: 5,043

847 - DRAINAGE DISTRICT #3  
Grand Totals

3/10/2026

7:55:25AM

**Exemption Breakdown**

<b>Exemption</b>	<b>Count</b>	<b>Local</b>	<b>State</b>	<b>Total</b>
DP	27	818,348	0	818,348
DV1	1	0	5,000	5,000
DV2	5	0	36,714	36,714
DV3	1	0	10,000	10,000
DV4	13	0	118,608	118,608
DV4S	1	0	12,000	12,000
DVHS	20	0	3,011,055	3,011,055
DVHSS	3	0	324,450	324,450
EX-XI	1	0	54,327	54,327
EX-XU	2	0	15,791	15,791
EX-XV	49	0	2,454,119	2,454,119
EX-XV (Prorated)	1	0	21,688	21,688
EX366	26	0	20,676	20,676
FR	3	5,797,296	0	5,797,296
HS	811	29,047,910	0	29,047,910
OV65	301	10,596,989	0	10,596,989
PC	3	165,880	0	165,880
<b>Totals</b>		<b>46,426,423</b>	<b>6,084,428</b>	<b>52,510,851</b>

**2025 CERTIFIED TOTALS**

Property Count: 5,043

847 - DRAINAGE DISTRICT #3  
Grand Totals

3/10/2026 7:55:25AM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	1,050	1,838.4631	\$2,635,610	\$162,556,121	\$119,820,345
C1	VACANT LOTS AND LAND TRACTS	461	1,031.0931	\$0	\$8,813,611	\$8,759,517
D1	QUALIFIED AG LAND	815	37,027.0435	\$0	\$91,897,519	\$3,632,916
D2	NON-QUALIFIED LAND	110		\$385,779	\$3,441,013	\$3,441,013
E	FARM OR RANCH IMPROVEMENT	387	4,534.8766	\$661,513	\$47,968,471	\$39,068,514
F1	COMMERCIAL REAL PROPERTY	41	77.8362	\$198,360	\$17,347,055	\$16,506,222
F2	INDUSTRIAL REAL PROPERTY	26	176.7332	\$0	\$13,268,602	\$13,102,722
G1	OIL AND GAS	2,006		\$0	\$6,848,876	\$6,771,496
J3	ELECTRIC COMPANY (INCLUDING C	5	0.8000	\$0	\$11,187,912	\$11,187,912
J4	TELEPHONE COMPANY (INCLUDI	5	0.0964	\$0	\$180,055	\$180,055
J6	PIPELAND COMPANY	28	2.5680	\$0	\$9,501,004	\$9,501,004
J8	OTHER TYPE OF UTILITY	13		\$0	\$1,187,895	\$1,187,895
L1	COMMERCIAL PERSONAL PROPE	60		\$0	\$41,853,182	\$37,007,650
L2	INDUSTRIAL PERSONAL PROPERT	15		\$0	\$38,189,505	\$37,237,741
M1	TANGIBLE OTHER PERSONAL, MOB	132		\$136,656	\$3,933,443	\$3,255,713
X	TOTALLY EXEMPT PROPERTY	79	197.8184	\$0	\$2,567,335	\$0
	<b>Totals</b>		<b>44,887.3285</b>	<b>\$4,017,918</b>	<b>\$460,741,599</b>	<b>\$310,660,715</b>

# 2025 CERTIFIED TOTALS

Property Count: 5,043

847 - DRAINAGE DISTRICT #3  
Grand Totals

3/10/2026 7:55:25AM

## CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMILY	776	1,484.0021	\$1,981,609	\$150,813,592	\$110,986,370
A2	REAL, RESIDENTIAL, MOBILE HOME	82	133.5652	\$307,951	\$4,649,279	\$3,697,957
A7	REAL/RES/MH 5 AC/LESS-BY OWNER	197	220.8958	\$346,050	\$7,093,250	\$5,136,018
C1	REAL, VACANT PLATTED RESIDENTI	453	955.9661	\$0	\$8,310,980	\$8,256,886
C2	REAL, VACANT PLATTED COMMERCIAL	8	75.1270	\$0	\$502,631	\$502,631
D1	REAL, ACREAGE, RANGELAND	842	37,553.6231	\$0	\$92,106,649	\$3,842,046
D2	REAL, ACREAGE, TIMBERLAND	110		\$385,779	\$3,441,013	\$3,441,013
D3	REAL, ACREAGE, FARMLAND	59	593.7538	\$314,947	\$8,128,276	\$7,427,526
D4	REAL, ACREAGE, UNDEVELOPED LA	163	2,569.7480	\$0	\$9,595,574	\$9,593,429
D5	UNFILLED LAND	7	129.3540	\$0	\$760,032	\$760,032
E1	REAL, FARM/RANCH, HOUSE	93	538.1672	\$332,566	\$26,417,676	\$18,960,245
E2	REAL, FARM/RANCH, MOBILE HOME	9	57.0260	\$0	\$1,100,075	\$746,636
E7	MH ON REAL PROP (5 AC/MORE) MH	30	120.2480	\$14,000	\$1,757,708	\$1,371,516
F1	REAL, Commercial	41	77.8362	\$198,360	\$17,347,055	\$16,506,222
F2	REAL, Industrial	9		\$0	\$12,349,113	\$12,183,233
F5	OPERATING UNITS ACREAGE	17	176.7332	\$0	\$919,489	\$919,489
G1	OIL AND GAS	2,006		\$0	\$6,848,876	\$6,771,496
J3	REAL & TANGIBLE PERSONAL, UTILI	5	0.8000	\$0	\$11,187,912	\$11,187,912
J4	REAL & TANGIBLE PERSONAL, UTILI	5	0.0964	\$0	\$180,055	\$180,055
J6	REAL & TANGIBLE PERSONAL, UTILI	28	2.5680	\$0	\$9,501,004	\$9,501,004
J8	REAL & TANGIBLE PERSONAL, UTILI	13		\$0	\$1,187,895	\$1,187,895
L1	TANGIBLE, PERSONAL PROPERTY, C	60		\$0	\$41,853,182	\$37,007,650
L2	TANGIBLE, PERSONAL PROPERTY, I	15		\$0	\$38,189,505	\$37,237,741
M1	TANGIBLE OTHER PERSONAL, MOBI	132		\$136,656	\$3,933,443	\$3,255,713
X		79	197.8184	\$0	\$2,567,335	\$0
<b>Totals</b>			<b>44,887.3285</b>	<b>\$4,017,918</b>	<b>\$460,741,599</b>	<b>\$310,660,715</b>

## **DECLARATION OF MAINTENANCE COVENANT FOR STORMWATER STRUCTURAL CONTROLS**

This Declaration of Maintenance Covenant for Stormwater Structural Control(s) (“Declaration”) executed on \_\_\_\_\_, is by and between (“Declarant”) and Jefferson County Drainage District No. 3 (“District”).

WHEREAS, Declarant is the owner of the real property described in Exhibit A attached hereto and incorporated by reference (the “Property”) and recorded under Clerk’s File No. 2025-19330 of the Jefferson County Official Public Records, Jefferson County, Texas. and

WHEREAS, Declarant intends to construct and thereafter maintain stormwater structural controls (the “Controls”) on the Property including, but not limited to, conduits, inlets, channels, pipes, retention or detention ponds and other devices and measures, necessary to collect, convey, store and control stormwater runoff, to be used for conveying stormwater from the Property to the District’s separate storm water system as designed by an Engineer in the approved plans in the District’s files. A copy of the Controls Facility As-Built Certificate shall be provided to the District upon District’s approved construction of the Controls.

WHEREAS, to ensure that the Controls continue to function according to the design and performance standards to which they were constructed, Declarant is imposing upon the Property, as a covenant running with the land, the obligation to maintain the Controls until such time, if ever, as the obligation to maintain the Controls is properly terminated;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

- 1. Covenant Running with the Land.** Declarant covenants that the burdens and benefits made and undertaken under this Declaration constitute covenants running with the Property, binding all successors and assigns.
- 2. Declarant’s Responsibility to Construct and Maintain.** Declarant shall be responsible for the construction of the Controls. Declarant, its successors and assigns will at all times be responsible for the maintenance, repair and inspection of the Controls. The Controls are to be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of appropriate governmental authorities.
- 3. Location of the Controls.** The Controls shall be located on, over, across or under the Declarant’s Property.
- 4. Jefferson County Drainage District No. 3.** The District, or its designee, is authorized to access the Property as necessary to conduct inspections of the Controls to ascertain compliance with this Declaration and the District’s stormwater management program requirements (“District’s Requirements”) and if necessary or desirable, to maintain the Controls as provided under Paragraph 6 below. The District is relieved of all responsibility for the maintenance of the Controls for the term of this Declaration. In no event shall this Declaration be construed to impose any such obligation on the District.

- 5. Maintenance of Controls.** The Declarant shall be entirely responsible for all maintenance activities associated with the Controls. The Declarant shall implement appropriate maintenance activities immediately if any of the following instances occur: obstructions of inlets/outlets, mechanical failures (valves, pumps, gates, etc.), accumulation of trash, erosion or instability of slopes, accumulated sedimentation of 25% or more of the original design capacity, excessive growth of vegetation/trees, the Control(s) fail to function as designed and/or if written notice from the District is issued requesting maintenance on the Control. If the Declarant disagrees with the District's decision of required maintenance to be performed, The Declarant shall, at their expense, hire an engineer to conduct a study to determine and prove to the District that the Controls are functioning as designed and provide a Professional Engineer's Inspection Certification. The Declarant shall retain documentation of all maintenance activities performed on the Control and make the records available to the District for review upon request
- 6. Failure to Maintain.** If Declarant or its successors or assigns fails to maintain the Controls as required by this Declaration after 30 days written notice thereof, the District, may, but is not obligated to, cause any and all maintenance to be taken and performed and otherwise to take whatever steps the District deems necessary to maintain the Controls at the Declarant's expense. Declarant shall reimburse the District within 10 days from receipt of written demand from the District all costs incurred by the District together with interest thereon from the date incurred by the District at the lesser of (i) the maximum lawful rate of interest or (ii) 15% per annum until paid in full. Nothing in this paragraph or this Declaration, shall create or impose any liability on the District, its agents, employees, successors or assigns, for damages alleged to result from or to be caused by stormwater drainage from the Property.
- 7. Conflicts.** The District Requirements control over any inconsistent provisions of this Declaration. As applicable provisions of the District Requirements are amended, modified, revised, deleted or moved to different sections, this Declaration is deemed to be revised so as to conform to the provisions of the District Requirements as they may exist from time to time and are applicable to the Property or any part thereof.
- 8. Successors and Assigns Bound.** Declarant hereby agrees and acknowledges that maintenance of the Controls as set forth herein, the cost of maintenance, the District's access to the Controls, the District's rights of ingress and egress to the Controls and the District's right to recover all costs if Declarant fails to maintain the Controls are a burden and restriction on the use of the Property and the provisions of this Declaration shall be binding upon the Declarant, its successors and assigns and upon any future owners of the Property.

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which the Property was conveyed to such person. Whenever in this Declaration a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party.

- 9. Negation of Partnership.** None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among Declarant and the District or any owners, mortgagees, occupants or otherwise; nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor shall it be construed to create any third-party beneficiary rights in any person, except as expressly stated herein.
- 10. Enforcement.** If any person, persons, corporation or entity of any other type shall violate or attempt to violate this Declaration, it shall be lawful for the District or its successors to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Declaration and to prevent the person or entity from violating or attempting to violate the Declaration. The failure at any time to enforce this Declaration by the District or its successors whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so in the future.
- 11. Entire Agreement.** This Declaration contains all the representations and the entire agreement of Declarant with respect to the subject matter. Any prior correspondence, memoranda or agreements or superseded by this Declaration. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against Declarant.
- 12. Notices.** All notices and approvals required or permitted under this Declaration shall be served by certified mail, return receipt requested, to a party at its last known address or its principal place of business. Date of service of notice shall be the date on which such notice is deposited in a post office of the United States Postal Service or successor governmental agency.
- 13. Governing Law; Performance.** This Declaration and its validity, enforcement and interpretation shall be governed by the laws of the State of Texas without regard to any conflict of laws principles and applicable federal law. This Declaration is performable only in Jefferson County, Texas.
- 14. Amendment.** This Declaration may not be amended or abrogated in part or whole, without the express written consent of the District.
- 15. Rights of Mortgagees, Trustees or Lienholders.** No violation of any of these restrictions, covenants or conditions shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignee of any mortgage, trustee or lienholder under any such mortgage or deed of trust.
- 16. Gender and Grammar.** The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.
- 17. Titles.** The titles of sections contained herein are included for convenience only and shall not be used to construe, interpret or limit the meaning of the term or provision contained in this Declaration.
- 18. Recording of Agreement.** This Declaration shall be recorded in the Official Public Records of Jefferson County, Texas and shall constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.

**DECLARANT**

**Organization:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of \_\_\_\_\_, as its \_\_\_\_\_, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

## **Detention/Retention Ponds Standard Maintenance Plan**

- 1) During the first year, Detention/Retention Basins should be monitored monthly to ensure that sufficient vegetation has been established. Eliminate invasive plants at the soonest possible time.
- 2) Monitor the basin on a routine basis for overall performance. If basin does not drain within a 72-hour period or per the design specifications, identify the cause. Consult with the design engineer if necessary to perform corrective actions.
- 3) Mowing should be conducted on a routine basis to control the growth of vegetation and invasive species. Vegetation should be mowed no shorter than 6" (six inches). Mowing activities should not be conducted during wet conditions.
- 4) Inspect inlet and outlet structures on an annual basis to ensure proper function. Document and maintain inspection activities
- 5) Conduct an annual inspection of basin to identify erosion/instability issues, evidence of animal burrowing, excessive vegetation growth, accumulations of trash/debris, drainage issues, mechanical failures, and excessive accumulations of sediment. Document and maintain inspection activities
- 6) Perform any necessary maintenance activities to ensure that the basin continues to function according to the original design specifications. Document and maintain maintenance activities.
- 7) Determination of herbicide use and application should only be completed by certified applicators and/or applied according to all manufacturers' recommendations.

## ACKNOWLEDGEMENT FORM

Prior to final drainage plan approval, the following project information is required:

Project #: \_\_\_\_\_ Engineer of Record: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Owner Phone #: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Owner Email: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Owner/Representative to be contacted during project construction:

Contact Name: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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The following is a list of steps to take once you have a Board approved drainage plan:

- Pre-Construction Meeting
  - Contact the Drainage District office at 409-243-3495 to schedule a pre-construction meeting once the County/District has approved the drainage plans.
- Start of Construction
  - Contact the District's designee when starting construction of the detention/drainage system.
- Periodic Inspections
  - There are several inspections that will take place during the construction of the detention/drainage system. The specific inspections required will be addressed at the pre-construction meeting.
- Contact the District's designee when the detention/drainage system is completed per the County/District approved drainage plan for a final inspection letter. As-built survey and/or As-built Certificate must be provided to the District/County prior to final DD3 Approval.
- It is the Owner's responsibility to maintain the detention facility once the project is complete. Detention facilities are to be inspected routinely according to the DD3 "Standard Maintenance Plan".
- Owner is responsible for filing the "Declaration of Maintenance Covenant for Stormwater Structural Controls" prior to obtaining a permit from Jefferson County.

Refer to the Drainage District No. 3 Drainage Criteria Manual for more information.

Inspections will be conducted generally within 24-hours of the request being made. Inspection requests must be scheduled via email or by telephone no later than 8:00am on the day of request, otherwise it will occur on the next business day.

This form must be submitted online via the District's email - [drainage3@jcdd3.org](mailto:drainage3@jcdd3.org)

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# STORM WATER DETENTION PERMIT APPLICATION/RENEWAL/TRANSFER

## 1. APPLICANT & OWNER INFORMATION (Please print or type)

Applicant Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Applicant Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Property Owner Name \_\_\_\_\_  
Property Owner's Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Property Owner Email \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

## 2. PERMIT STATUS (Check only one per form)

New Permit  Renewal  Amendment  Transfer - Provide Original Permit No. \_\_\_\_\_  
 Master Permit, Provide Permit No.'s to be Consolidated: \_\_\_\_\_

## 3. LOCATION OF PROPERTY

Subdivision/Project Name \_\_\_\_\_ Sec \_\_\_\_\_ Blk \_\_\_\_\_ Lot \_\_\_\_\_ Res \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Acreage \_\_\_\_\_ Survey Name \_\_\_\_\_ Abstract Number \_\_\_\_\_  
Property Tax Account Number (s) \_\_\_\_\_

## 4. RECEIVING STREAM

Street Name or DD6 Ditch Name/Number: \_\_\_\_\_

## 5. PERMANENT STORM WATER DETENTION FEATURE (Check all that apply)

Dry Detention  Retention  Retention w/ Pumps  Detention Channel  
 Underground Detention  Parking Lot Detention  Other - Explain: \_\_\_\_\_

## 6. DEVELOPMENT TYPE

New Development  Significant Re-Development  Existing Development

## 7. STORM WATER DETENTION FACILITY OWNERSHIP TRANSFER INFORMATION (If Applicable)

Upon Completion, Ownership of the Permanent Storm Water Quality Feature Will be Transferred To:

Property Owner (if other than current)  Drainage District  Home Owner's Assoc.

New Owner Name: \_\_\_\_\_  
New Owner Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
New Owner E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**FOR NEW PERMIT: Attach 1 copy of the Approved Plan Set.**  
**FOR PERMIT RENEWAL: Attach both completed original Certification Forms.**

All development must be completed in accordance with the Ordinances and Regulations of Jefferson County Drainage District No. 3 or storm water management.

The Applicant hereby acknowledges and agrees to ensure that all provisions, conditions, and requirements attached to the issuance of the Storm Water Detention permit(s) under the Regulations of the Jefferson County Drainage District No. 3, Texas for Storm Water Management will be faithfully and fully complied with.

The permit applicant understands and agrees that the District may make scheduled or unscheduled inspections of the property upon the issuance of the permit. The applicant acknowledges that the Storm Water Detention Facility must receive a Final Inspection before a Certificate of Compliance can be issued. If the permit applicant is a corporation, partnership, or other legal entity other than a natural person, then the undersigned acting as the authorized representative of said entity will be responsible for ensuring the entity's compliance with all provisions, conditions, and requirements of the Storm Water Detention Permit.

I, \_\_\_\_\_, the undersigned have carefully reviewed this application and my answers to all questions. To the best of my knowledge, the answers are all true and correct.

SIGNATURE of Applicant/Agent on behalf of Owner \_\_\_\_\_ Date \_\_\_\_\_



**PERMITTEE CERTIFICATION OF  
PROPER OPERATION**

I, \_\_\_\_\_, acting as \_\_\_\_\_,  
(Name) (Position)  
for \_\_\_\_\_, permittee, certify that the Operation and  
(Permittee's Name)  
Maintenance Plan in effect for \_\_\_\_\_, under  
(Facility Name)  
permit number \_\_\_\_\_, has been complied with according to the  
(Permit No.)  
provisions contained therein.

\_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Printed Name (Phone Number)

Permittee's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip: \_\_\_\_\_

**State of Texas**  
**County of Jefferson**

Before me, a notary public, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**DETENTION FACILITY  
AS-BUILT CERTIFICATE**

I, \_\_\_\_\_, a registered Professional  
(Name)  
Engineer duly licensed to practice in the State of Texas do hereby certify that  
the \_\_\_\_\_, constructed at  
(Facility Name)  
\_\_\_\_\_, under Permit Number  
(Project Name)  
\_\_\_\_\_, were completed in accordance with the drawings and  
(Environmental Control Permit No.)  
specifications on file with Jefferson County Drainage District No. 3.

SEAL

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, Zip Code

\_\_\_\_\_  
Phone No.

# DD#3 Detention Ponds/Controls Maintenance Inspection Checklist

Pond: \_\_\_\_\_ Date: \_\_\_\_\_ Inspected by: \_\_\_\_\_ Location: \_\_\_\_\_

## General Observations:

Is water flowing?  Yes  No Standing water?  Yes  No Depth: \_\_\_\_\_ Comments: \_\_\_\_\_

Any obstructions or sediment accumulations in the pond that could affect performance? Yes  No  \_\_\_\_\_  
(Sedimentation of 25% or more of total designed capacity requires maintenance)

## Pond Conditions:

Does the pond sides/slopes/bottom show signs of settling, cracking, sloughing or other problems?  Yes  No \_\_\_\_\_

Do the embankments, emergency spillway (if applicable), or side slopes show any erosion or instability?  Yes  No \_\_\_\_\_

Is there any evidence of animal burrowing or other activity that could contribute to instability or increased erosion?  Yes  No \_\_\_\_\_

Is there evidence of encroachment into the pond or improper use of the pond?  Yes  No \_\_\_\_\_

Do vegetated areas need mowing?  Yes  No Are there areas that need to be re-vegetated?  Yes  No \_\_\_\_\_  
 Mowed today  Will schedule mowing  Will schedule re-vegetation activities

Do vegetated areas need thinning, i.e. cattails, willows, trees?  Yes  No  Thinned today  Will schedule thinning

Is there accumulation of trash, debris and/or litter to be removed?  Yes  No  Removed today  Will schedule removal

Any signs of vandalism or other activity that could affect performance of the pond?  Yes  No \_\_\_\_\_

If permanent pool, any visible pollution?  Yes  No \_\_\_\_\_ Erosion at high water mark?  Yes  No \_\_\_\_\_

Abnormally high water level?  Yes  No \_\_\_\_\_ Unusual Algae blooms?  Yes  No \_\_\_\_\_  
(May indicate obstruction at orifice, or trash rack; verify outlet structure operating properly) (May signal too many nutrients in runoff; identify dog activity and clippings management; will need monitoring)

## Structural Components:

Are the pipes/inlets going into or out of the pond clogged or obstructed?  Yes  No \_\_\_\_\_

Is the outfall channel from the pond functioning appropriately?  Yes  No \_\_\_\_\_

Is the inflow trickle channel working properly?  Yes  No \_\_\_\_\_

Is the orifice and/or trash rack obstructed?  Yes  No \_\_\_\_\_

Is the outfall channel, trickle channel or other conveyance in need of repair?  Yes  No \_\_\_\_\_

Are the manholes, frames, and covers associated with the outfall channel in appropriate condition?  Yes  No \_\_\_\_\_

Do any safety features, such as fences, gates or locks need repair or replacement?  Yes  No \_\_\_\_\_

## Plan of Action:

If answered **YES** to any of the above, the following is an anticipated *Maintenance Needs Action List*:

Total number of concerns: \_\_\_\_\_ Need more monitoring ( Anticipated schedule to re-visit; identify what will trigger action)  
(Yes answers)

\_\_\_\_\_ Need routine repair (Approximate schedule for repairs; date of follow-up to re-inspect)

\_\_\_\_\_ Need immediate repair (Take action if correct equipment on site; or contact supervisor)

\_\_\_\_\_  
Signature



**PROFESSIONAL ENGINEER  
INSPECTION  
CERTIFICATION**

I, \_\_\_\_\_, a registered Professional  
(Name)  
Engineer duly licensed to practice in the State of Texas do hereby certify that  
on \_\_\_\_\_, the \_\_\_\_\_,  
(Date) (Facility Name)  
designed and constructed as part of Permit Number \_\_\_\_\_,  
(Environmental Control Permit No.)  
conformed to the plans and technical specifications contained in the approved  
civil engineering drawings and Operation and Maintenance Plan on file with  
the Jefferson County Drainage District No. 3.

SEAL

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, Zip Code

\_\_\_\_\_  
Phone No.