Regular Meeting No. 9 September 1, 2020 9:00 AM

Commissioners of Brazoria Drainage District No. 4 convened in session September 1, 2020 with the following Commissioners present:

Jeffrey H. Brennan

Dan Keller

Harrison Rogers

Others Attending:

See Attached List

Following the invocation and Pledge of Allegiance, the Board considered the following items:

II. PUBLIC COMMENTS:

None

III. APPROVAL OF MINUTES:

Regular Meeting – August 4, 2020

Motion: Commissioner Brennan; Second: Commissioner Rogers; To approve the minutes as submitted. Motion carried unanimously.

IV. APPROVAL OF CHECKS:

Expenses for September and October 2020

Motion: Commissioner Brennan; Second: Commissioner Rogers; To approve the checks numbered 38668 – 38751. Motion carried unanimously.

V. NEW BUSINESS:

A. Discussion, Consideration & Possible Action – To set the Property Tax rate for the year 2020.

Motion: Commissioner Brennan; Second: Commissioner Rogers; To set the Property Tax rate for the year 2020 at \$0.146000 per \$100 valuation. RECORD VOTE: Commissioner Brennan; Aye. Commissioner Keller; Aye. Commissioner Rogers; Aye. Motion carried unanimously.

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B. Discussion, Consideration & Possible Action – To adopt the Annual Budget for the fiscal year beginning October 1, 2020 through September 30, 2021.

Motion: Commissioner Brennan; Second: Commissioner Keller; To adopt the Annual Budget of \$19,813,000 for the fiscal year beginning October 1, 2020 through September 30, 2021. Motion carried unanimously.

C. Discussion, Consideration & Possible Action – To authorize the Superintendent to purchase equipment with trades in accordance with the 2020/2021 budget.

Motion: Commissioner Brennan; Second: Commissioner Rogers; To authorize the Superintendent to purchase equipment with trades in accordance with the 2020/2021 budget. Motion carried unanimously.

D. Discussion, Consideration & Possible Action – To authorize the payment of an optional contribution to the District's account in the Subdivision Accumulation Fund in the System as set forth in Section 845.408 of the Texas County and District Retirement System Act.

Motion: Commissioner Brennan; Second: Commissioner Rogers; To authorize the payment of an optional contribution to the District's account in the Subdivision Accumulation Fund in the System as set forth in Section 845.408 of the Texas County and District Retirement System Act. Motion carried unanimously.

E. Discussion, Consideration & Possible Action – To adopt and authorize the Chairman to sign the Texas County & District Retirement Plan for the year 2021 which includes a 2% flat rate COLA benefits increase for the retirees.

Motion: Commissioner Brennan; Second: Commissioner Rogers; To adopt and authorize the Chairman to sign the Texas County & District Retirement Plan for the year 2021 which includes a 2% flat rate COLA benefits increase for the retirees. Motion carried unanimously.

F. Discussion, Consideration & Possible Action – To review the District's Investment Policy and authorize the Chairman to sign the Resolution Approving Review of Investment Policy, Strategies and Objectives.

Motion: Commissioner Brennan; Second: Commissioner Keller; To review the District's Investment Policy and authorize the Chairman to sign the Resolution Approving Review of Investment Policy, Strategies and Objectives. Motion carried unanimously.

G. Discussion, Consideration & Possible Action – To approve and authorize the Chairman to sign an Interlocal Agreement with the City of Manvel pertaining to

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the submittal of plats and drainage plans within the City Limits and ETJ of Manvel that are within the limits of the District.

Motion: Commissioner Brennan; Second: Commissioner Rogers; To approve and authorize the Chairman to sign an Interlocal Agreement with the City of Manvel pertaining to the submittal of plats and drainage plans within the City Limits and ETJ of Manvel that are within the limits of the District. Motion carried by majority; Commissioner Brennan: Aye; Commissioner Rogers: Aye; Commissioner Keller: No.

H. Discussion, Consideration & Possible Action – To approve and authorize the chairman to sign an Interlocal Agreement with Brazoria County pertaining to maintenance assistance of certain detention ponds owned by Brazoria County within the boundaries of District.

Motion: Commissioner Brennan; Second: Commissioner Rogers; To approve and authorize the chairman to sign an Interlocal Agreement with Brazoria County pertaining to maintenance assistance of certain detention ponds owned by Brazoria County within the boundaries of District. No action taken.

VI. VARIANCE REQUESTS:

- A. Discussion, Consideration & Possible Action Pomona Lake D Ph. 3 & Lake E Ph. 1 – BDD4 #20183 – Variance Request – LJA Engineering, Inc. – Located near the intersection of SH 288 & CR 101 in the southern portion of the Pomona Development; south of Mustang Bayou.
 - 1. <u>Variance Request:</u> Deviation from District rules by allowing the use of 8" thick articulated concrete block for the extreme event spillway and to allow the use of articulated block within a District facility.

Motion: Commissioner Brennan; Second: Commissioner Rogers; To approve allowing the use of 8" thick articulated concrete block for the extreme event spillway and to allow the use of articulated block within a District facility based on the recommendation of Jarrod Aden, P.E., Lentz Engineering, District Engineer. Motion carried unanimously.

- **B.** Discussion, Consideration & Possible Action Development Plat of Segenhof BDD4 #20145 – Variance Request – Kris Schoeffler – 2126 Roy Rd.; west side of Roy Rd. at the intersection with Hickory Slough.
 - 1. <u>Variance Request:</u> To allow a temporary encroachment of a portion of an existing barn within a drainage easement as defined by the standard District Consent to Encroach agreement and authorize the Chairman to sign said agreement.

Motion: Commissioner Brennan; Second: Commissioner Rogers; To approve allowing a temporary Consent to Encroachment until such time where the encroachment is moved or torn down and authorizing the Chairman to sign that Consent to Encroachment agreement

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that further defines the structure cannot be added onto, rebuilt, or repaired. Motion carried unanimously.

- C. Discussion, Consideration & Possible Action Harvest Acres RV Park BDD4 #20177 – Variance Request – Kyle Urbanec – At the northwest intersection of CR 124 and CR 130; at Pearland Regional Airport.
 - 1. <u>Variance Request:</u> A deviation providing 6" of freeboard and a 6" extreme event overflow weir on the detention instead of the required 12".

Motion: Commissioner Brennan; Second: Commissioner Rogers; To approve the use of 6" of freeboard and a 6" extreme event overflow weir on the detention pond based on the recommendation of Jarrod Aden, P.E., Lentz Engineering, District Engineer. Motion carried unanimously.

VII. PLATS & PLAN:

- A. Discussion, Consideration & Possible Action Pomona Section 17 Revision (previously approved on May 5, 2020) – BDD4 #20148 – Final Drainage Plan – LJA Engineering, Inc. – West of SH 288, north of CR 58 in the Pomona Subdivision.
- **B.** Discussion, Consideration & Possible Action Cherry Hughes Tract Phase II BDD4 #20188 Final Drainage Plan Lentz Engineering, LLC Sanders Rd. north of CR 81.
- C. Discussion, Consideration & Possible Action Redeemer Church BDD4 #19174 – Final Plat – Lentz Engineering, LLC – South side of SH 6, 0.8 mi east of SH 288 and just west of Iowa Ln.
- **D. Discussion, Consideration & Possible Action** Palmer Estates BDD4 #20192 – Final Plat – Pro-Surv – 17417 Berry Rd.; North of CR 100.
- **E. Discussion, Consideration & Possible Action** Del Bello Lakes Section 10 BDD4 #20179 Final Plat LJA Engineering, Inc. North of Del Bello Blvd., between future Manvel Pkwy. & SH 288; west of the American Canal.
- **F. Discussion, Consideration & Possible Action** Del Bello Detention Reserve BDD4 #19202 Final Plat LJA Engineering, Inc. North of Del Bello Blvd., between future Manvel Pkwy. & SH 288; west of the American Canal.
- G. Discussion, Consideration & Possible Action Pomona Lake D Ph. 3 & Lake E Ph. 1 – BDD4 #20183 – Final Drainage Plan – LJA Engineering, Inc. – Located near the intersection of SH 288 & CR 101 in the southern portion of the Pomona Development; south of Mustang Bayou.
- **H. Discussion, Consideration & Possible Action** Pomona Parkway Phase 5 BDD4 #20156 Final Drainage Plan LJA Engineering, Inc. Located south of

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the CR 48 bridge over Mustang Bayou in the western portion of the Pomona Development.

- I. Discussion, Consideration & Possible Action Southern Colony II Detention Phase II – BDD4 #20181 – Final Drainage Plan – LJA Engineering, Inc. – East of FM 521, south of SH 6, directly north of Southern Colony development; in the far southwestern corner of District limits (approving only portions within BDD4 jurisdiction).
- J. Discussion, Consideration & Possible Action Development Plat of Segenhof BDD4 #20145 – Final Plat – The Wilson Survey Group – 2126 Roy Rd.; west side of Roy Rd. at the intersection with Hickory Slough.

Motion: Commissioner Brennan; Second: Commissioner Rogers; To approve the plats and plans as submitted based on the recommendation of Jarrod Aden, P.E., Lentz Engineering, District Engineer. Motion carried unanimously.

VIII. ADJOURN:

No further business, the meeting adjourned at 9:56 A.M., September 1, 2020.

Jeffrey H. Brennan, Chairman

Dan Keller, Secretary

Harrison Rogers

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4813 W. Broadway Pearland, Texas 77581 (281) 485-1434



Fax (281) 485-0065 www.bdd4.org

Brazoria Drainage District No. 4

A Political Subdivision of the State of Texas

September 01, 2020

Attending Regular Meeting No. 9, held by Commissioners of Brazoria Drainage District No. 4.

NAME **BUSINESS AFILIATION** int Goete KND FIGH GUMER (31)12 MOONEN Istes B LA DB DUDARDS AA COTT LESS AULT HOOLDH HDRIAAL OBSER IGINEELING Dan Keller Jeffrey Brennan Harrison Rogers Commissioner Commissioner Commissioner

Public Hearing No. 1 September 1, 2020 8:30 AM

Commissioners of Brazoria Drainage District No. 4 convened in session September 1, 2020 with the following Commissioners present:

Jeffrey H. Brennan

Dan Keller

Harrison Rogers

Others Attending:

See Attached List

The Board of Commissioners will receive comments from the public, no action will be taken on the following item:

Commissioner Brennan called the meeting to order and read the agenda item:

Individual taxes may increase or decrease, depending on the change in taxable value of all other property and the tax rate that is adopted.

Total tax rate adopted last year	\$0.146000 / \$100
Total tax rate proposed this year	\$0.146000 / \$100
Difference in rates per \$100 of value	\$0.000000 / \$100

- 1. Chairman Brennan called for comments from the public.
- 2. Chairman Brennan called for comments from the public.
- 3. Chairman Brennan called for comments from the public.

Having heard no comments from the public, Commissioner Brennan announced:

The vote adopting the 2020 tax rate will take place at the regular meeting September 1, 2020 at 9:00 A.M. at the district office, 4813 W. Broadway, Pearland, Texas 77581.

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No further business, the meeting adjourned at 8:35 A.M., September 1, 2020.

Jeffrey H. Brennan, Chairman

Dan Keller, Secretary

Harrison Rogers

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4813 W. Broadway Pearland, Texas 77581 (281) 485-1434



Fax (281) 485-0065 www.bdd4.org

Brazoria Drainage District No. 4

A Political Subdivision of the State of Texas

September 01, 2020

Attending Public Hearing Meeting No.1, held by Commissioners of Brazoria Drainage District No. 4.

NAME **BUSINESS AFILIATION** dran Geoge ¢ DA LEILH BLUMER RODY Michelle Estes BDDK DRROD ADEN LENTZ ENG.

Dan Keller Commissioner Jeffrey Brennan Commissioner Harrison Rogers Commissioner



Collection Report

to

Brazoria Drainage

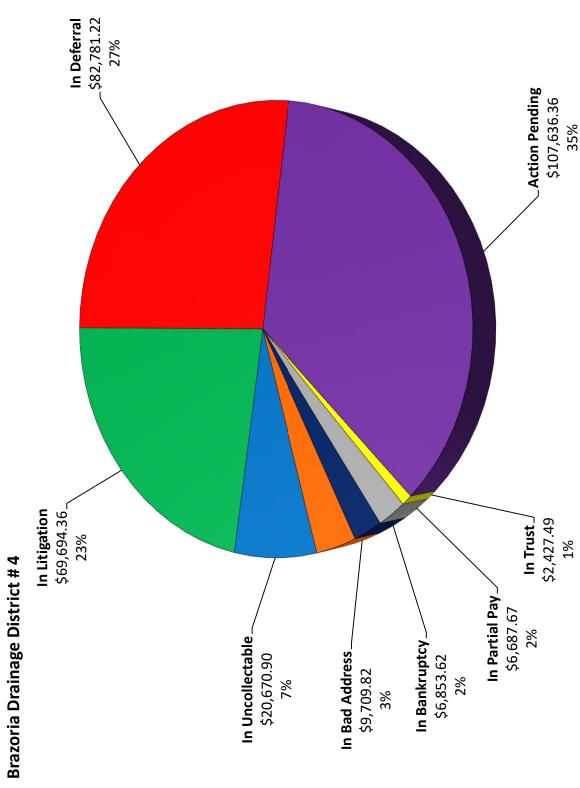
District #4

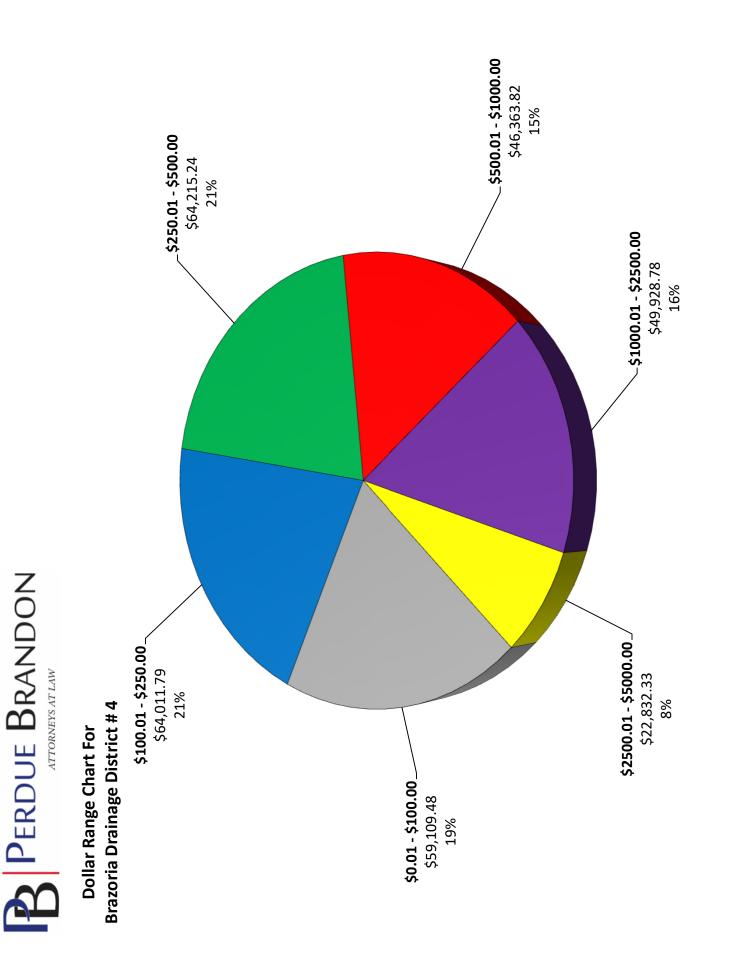
Submitted by: Michael J. Darlow Perdue Brandon Fielder Collins & Mott, LLP www.pbfcm.com



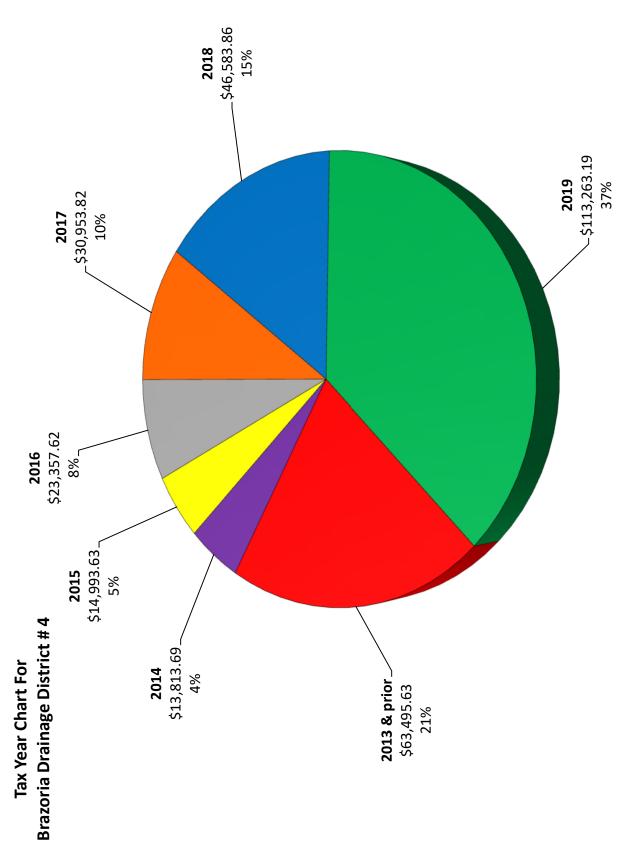


Account Break Down Chart For





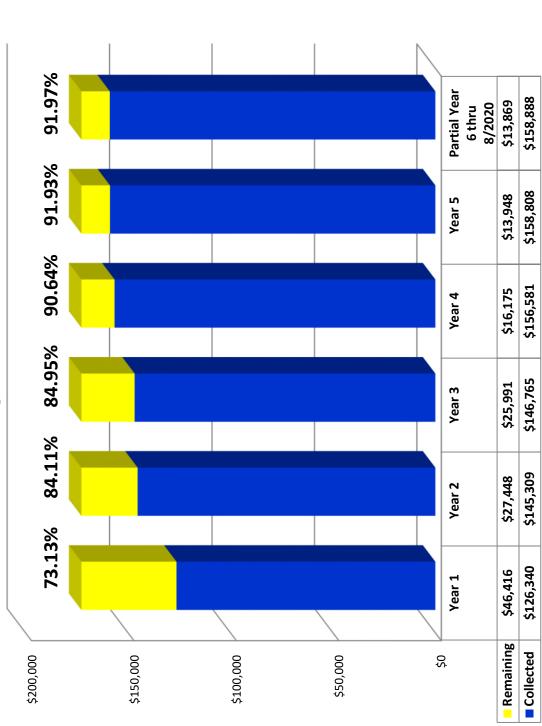






91.93% 90.64% 2014 Percentage of Collection **Brazoria Drainage District #4** 84.95% 84.11% 73.13%

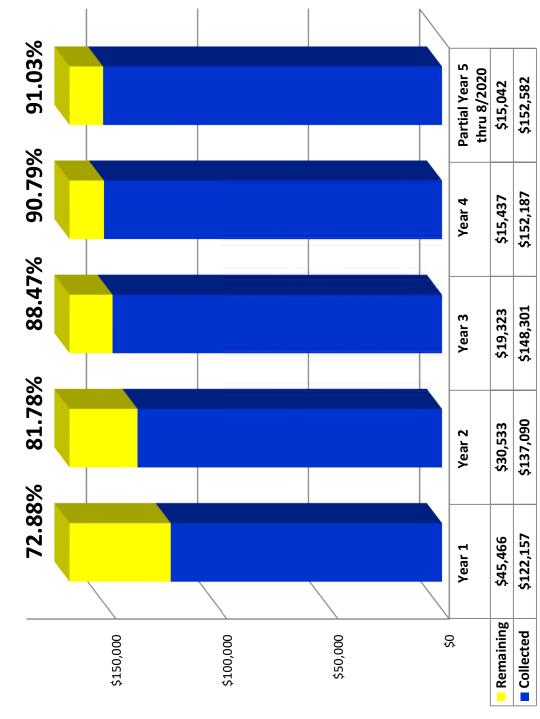
Initial Outstanding Base Tax as of 7/1/15 - \$172,756 ☆7/1 -6/30 for each year



Item V.A.



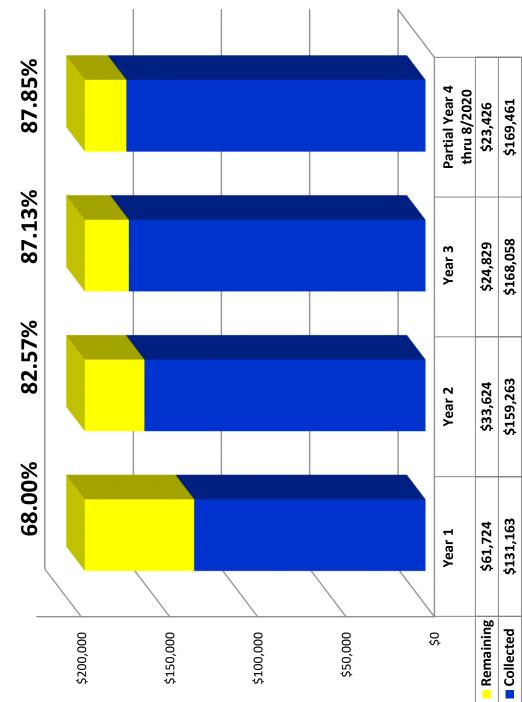




7/1 -6/30 for each year Initial Outstanding Base Tax as of 7/1/16 - \$167,624

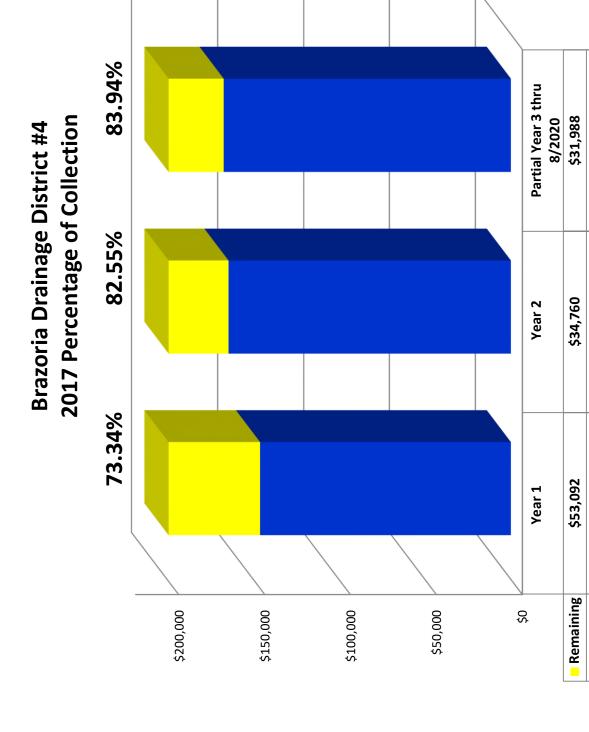


Brazoria Drainage District #4 2016 Percentage of Collection



ズ/1 -6/30 for each year Initial Outstanding Base Tax as of 7/1/17 - \$192,887





ゴ7/1 -6/30 for each year Initial Outstanding Base Tax as of 7/1/18 - \$199,150

\$167,162

\$164,390

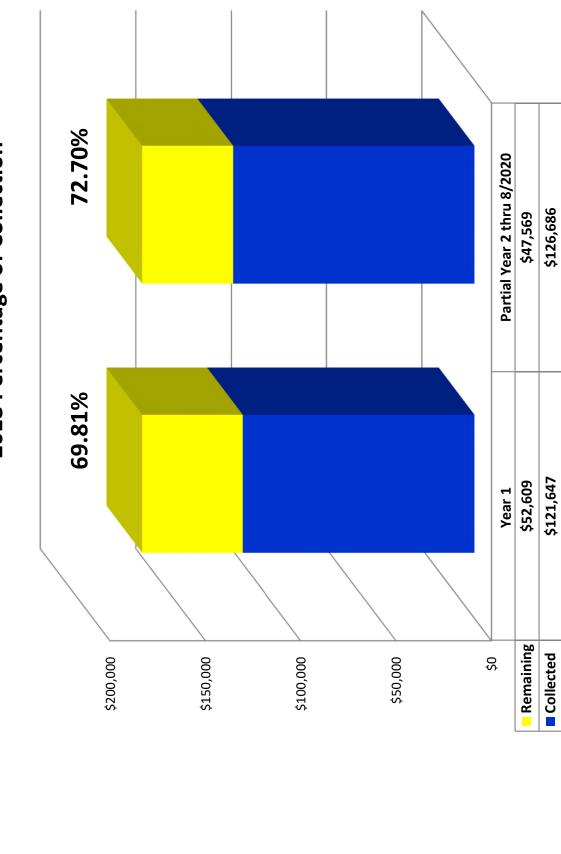
\$146,058

Collected

Item V.A.



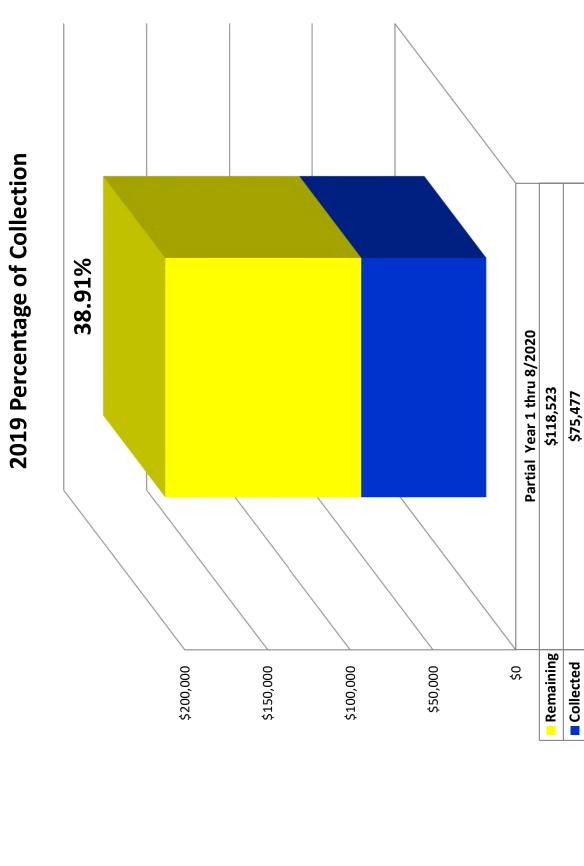
Brazoria Drainage District #4 2018 Percentage of Collection



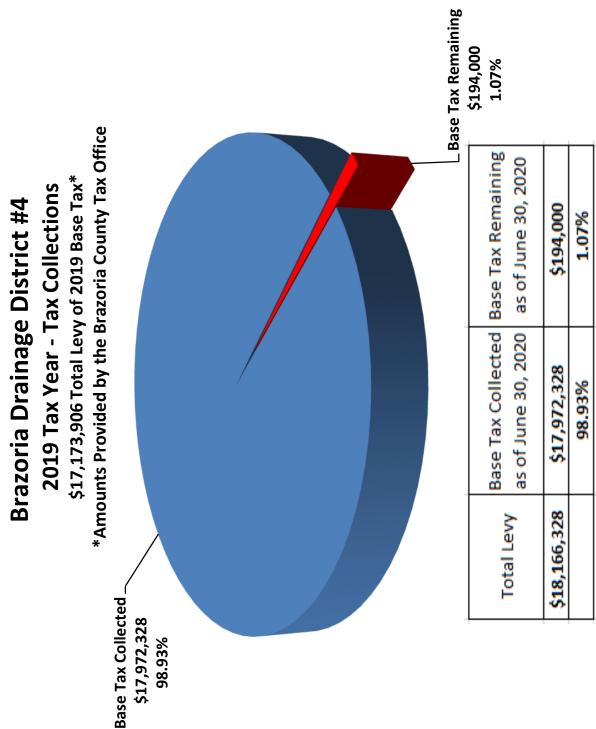
Item V.A.



Brazoria Drainage District #4 2019 Percentage of Collection









Brazoria County Tax Office

Ro'Vin Garrett, PCC Tax Assessor-Collector

Brazoria County 111 East Locust Angleton, Texas 77515-4682

Tuesday, September 22, 2020

Brazoria County Drainage District #4

% Kimberly Woodall 4805 W Broadway Pearland, Texas 77581-3934

Re: See Attached

Dear Ms. Woodall:

The Property Tax Resale Committee of Brazoria County has received an offer on certain property(s) held in trust.

The Resale Committee has approved the attached offers and asks that you present them to your governing body for approval. When your governing body has made their decision notify the Brazoria County Tax office with a copy of your minutes. Also, include the property Tax Account number in your reply.

If you have any questions contact me at 281-756-1886.

Sincerely,

Nicholette Reynolds

Tax Resale Property Information										
	RESALE MEETING OF: September 22, 20									
Legal Description:	MANVEL ROAD TERRACE (A0242 H T & B R R), LOT 66									
	ACRES .1487									
Physical Address:	OAK RD									
Account Number:	6410-0066-000									
In Trust To:	BRAZORIA COUNTY									
Adjudged Value:	\$8,920.00									
Minimum Bid at Sale:	\$7,021.01									
Offer:	\$3,500.00									
Offer made by:	FELICIA MCPHERSON									
Sheriff's Deed Filed:	8/27/2019									
Redemption Expiration:	2/27/2020									
Post Judgment Taxes:	\$164.59									
Post Judgment Years:	2019									
City weed/demo liens:	UNKNOWN									
Land Value: (Current)	\$8,920.00									
Improvement Value:(Current) \$0.00									
Previous Owner:	LHL INDUSTRIES, INC.									
Precinct:	2									
School District:	PEARLAND ISD									
Vote:	AYE NAY									
R. Garrett	X									
C. Garner	X									
Judge Sebesta	X									
R. Cade	X									
Civil Div. Rep.	X									
Notes:	PBFCM representative present									

2020

BID ANALYSIS

Cause Number:	9444-T	Account Number:	6410-0066-000
Offer Amount:	\$3,500.00	Value \$:	\$8,920.00
Person Offering:	FELICIA MCPHERSON	Adjudged Value\$:	\$8,920.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1998-2018	\$1,203.08
BCED	1998-2018	\$0.00
Pearland ISD	1998-2018	\$4,191.74
BCES #4	1998-2018	\$0.00
BDD #4	1998-2018	\$409.87
		\$5,804.69

<u>Costs</u>

Court Costs	\$506.23	Sheriff Fees	\$351.23
Publication Fees		Research Fees	\$269.70
Ad Litem		Recording fee's	\$33.31
Liens		Certified Mail	\$6.73
Cost of Deed		Deed file date	
	Total	\$1,167.20	

Post Judgement Information

12	VIDA	ntity
		 ILLUY

Tax Year's

BC	2019	\$34.20
BCED	2019	\$0.00
Pearland ISD	2019	\$110.14
BCES #4	2019	\$8.23
BDD #4	2019	\$12.02
	Post Judgment Total	\$164.59

Proposed Distribution	Offer Amount	Costs
	\$3,500.00	\$1,167.20

Net to Distribute \$

\$2,332.80

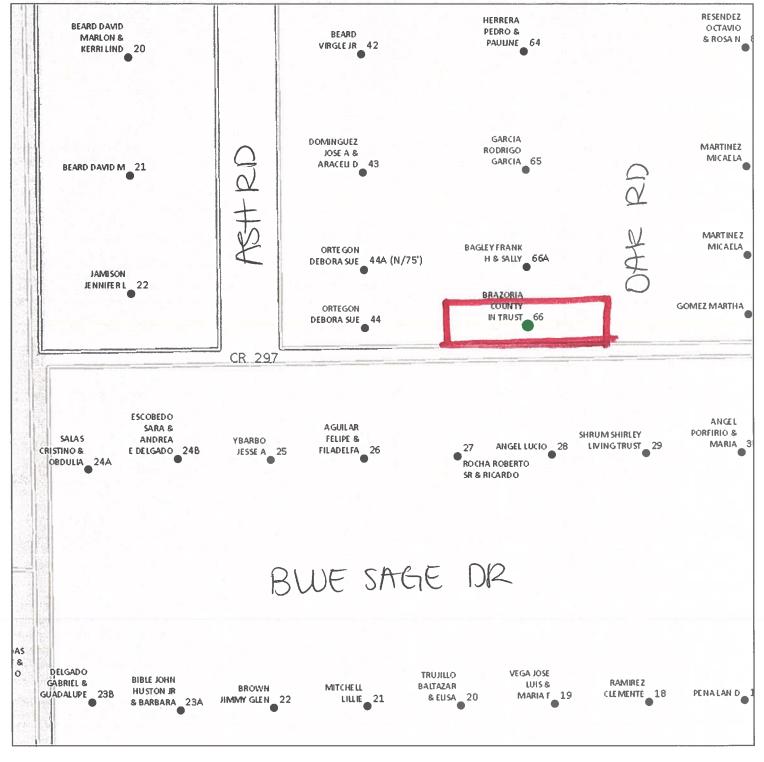
BC	20.73%	\$483.50
BCED	0.00%	\$0.00
Pearland ISD	72.21%	\$1,684.58
BCES #4	0.00%	\$0.00
BDD #4	7.06%	\$164.72



1 Property with Geographic ID matching "64100066000"

MANVEL ROAD TERRACE (A0242 H T & B R R), LOT 66 Property ID 228998 Geo ID 6410-0066-000 Owned by BRAZORIA COUNTY IN TRUST Address OAK RD

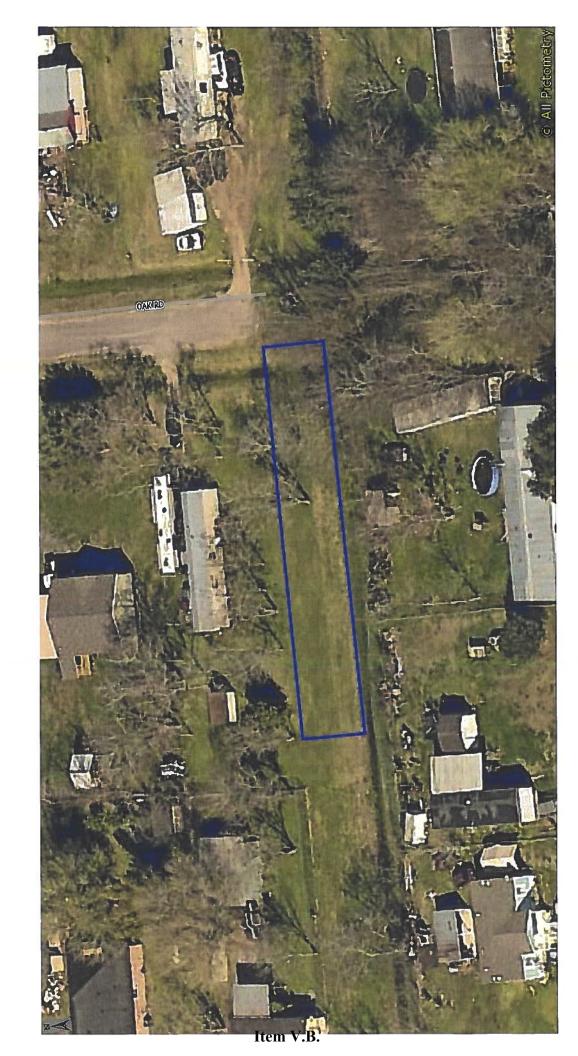
Full Details



1 Property with Geographic ID matching "64100066000"

MANVEL ROAD TERRACE (A0242 H T & B R R), LOT 66 Property ID 228998 Geo ID 6410-0066-000 Owned by BRAZORIA COUNTY IN TRUST Address OAK RD

Full Details



26 TEO2/81/20

Resale Meeting of September 22, 2020

Comments																
Reject						×										-
Approve F	×	×	×	×	×		×					:				
Amount	\$5,575.47	\$1,100.00	\$4,067.00	\$3,500.00	\$8,977.29	\$2,500.00	\$4,275.79									
Precinct	-	1	-	2	n	4	4				2					
Account Number	7400-0021-120	7501-0144-000	8110-3536-111	6410-0066-000	5410-0014-010	1540-0126-004	2510-0048-150									

ONLY APPROVE WHAT IS IN YOUR DISTRICT!!!!

-

MCGRATH & CO., PLLC

Certified Public Accountants 2500 Tanglewilde, Suite 340 Houston, Texas 77063

October 6, 2020

Board of Commissioners Brazoria Drainage District No. 4 Brazoria County, Texas

We are pleased to confirm our understanding of the services we are to provide Brazoria Drainage District No. 4 (the "District") for the year ended September 30, 2020. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the District as of and for the year ended September 30, 2020.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the 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 the District's RSI in accordance with auditing standards generally accepted in the United States of America. 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. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Schedule.
- Schedule of Changes in Net Pension Liability and Related Ratios Last Ten Years.
- Schedule of Changes in Total OPEB Liability and Related Ratios Retiree Medical Plan-Last Ten Years.
- Schedule of Changes in Total OPEB Liability and Related Ratios Group Term Life Insurance– Last Ten Years.
- Schedule of Contributions for Pension Plan Last Ten Years.

We have also been engaged to report on supplementary information other than RSI that accompanies the 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

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Board of Commissioners Brazoria Drainage District No. 4 October 6, 2020 Page 2 of 10

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 auditing standards generally accepted in the United States of America, 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:

- Schedule of expenditures of federal awards.
- Texas Supplementary Information as required by the Texas Commission on Environmental Quality ("TCEQ")

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to 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. The objective also includes 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*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) 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 or on compliance, and (2) 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 Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance is of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform

Board of Commissioners Brazoria Drainage District No. 4 October 6, 2020 Page 3 of 10

Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. 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.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. 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 abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting 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 a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards 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 or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come 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, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. 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.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions.[,] We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards. Board of Commissioners Brazoria Drainage District No. 4 October 6, 2020 Page 4 of 10

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. 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*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

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, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures 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*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist you in preparing (1) government wide entries necessary to report on the full accrual basis of accounting, (2) the financial statements, (3) the depreciation schedule, (4) the schedule of expenditures of federal awards, and (5) related notes of the financial statements in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on

Board of Commissioners Brazoria Drainage District No. 4 October 6, 2020 Page 5 of 10

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 government wide entries, depreciation schedule, financial statements, schedule of expenditures of federal awards, and related notes 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.

Management Responsibilities

Management is responsible for (1) 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, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) 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, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. 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, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management 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 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

Board of Commissioners Brazoria Drainage District No. 4 October 6, 2020 Page 6 of 10

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. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (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 schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. 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 OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with 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, 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.

Board of Commissioners Brazoria Drainage District No. 4 October 6, 2020 Page 7 of 10

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 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 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.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, 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, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, 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 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.

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.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or

Board of Commissioners Brazoria Drainage District No. 4 October 6, 2020 Page 8 of 10

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 McGrath & Co. 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 the cognizant or oversight agency for the Single Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for 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 McGrath & Co. 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 Federal Emergency Management Agency. If we are aware that a federal awarding agency, pass-through entity, 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.

We expect to begin our audit and to issue our reports in accordance with time frames acceptable to the District's management as determined at the outset of the work. Colette Garcia is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates, set forth in Exhibit A. We estimate our fees for these services will not exceed \$28,000 for the financial statement audit and \$10,000 for the Single Audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. 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(s). You will be obligated to compensate us for all time expended 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.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Board of Commissioners Brazoria Drainage District No. 4 October 6, 2020 Page 9 of 10

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Ul Grather & Co, Pece

McGrath & Co., PLLC

RESPONSE:

This letter correctly sets forth the understanding of Brazoria Drainage District No. 4.

By:

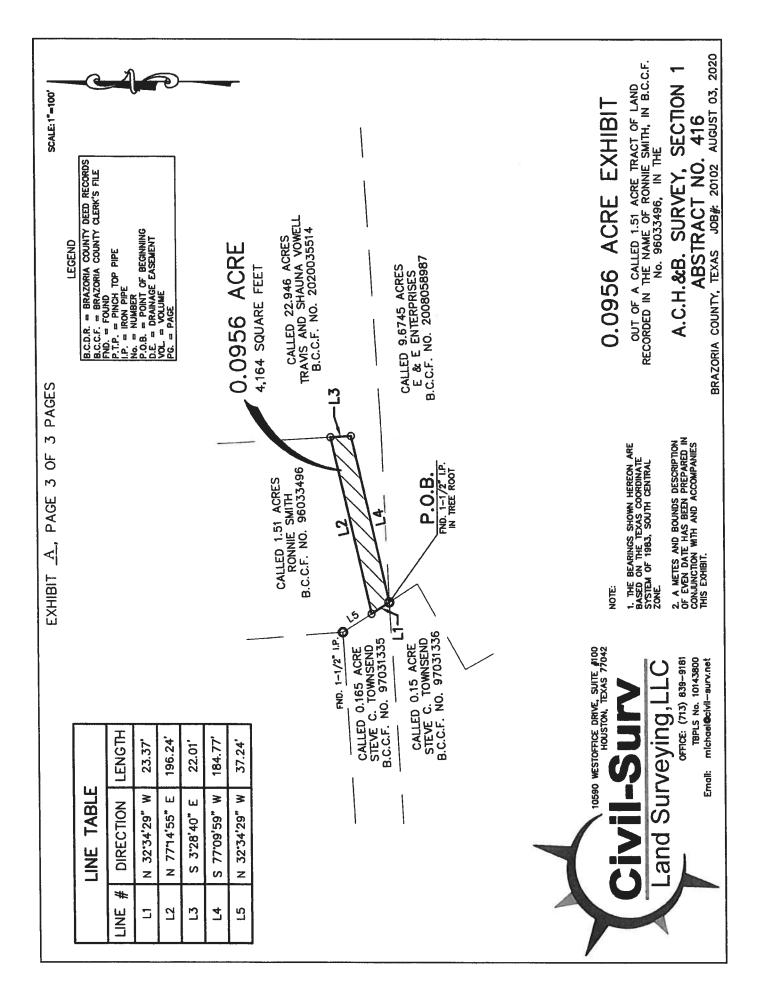
Title:

Date:

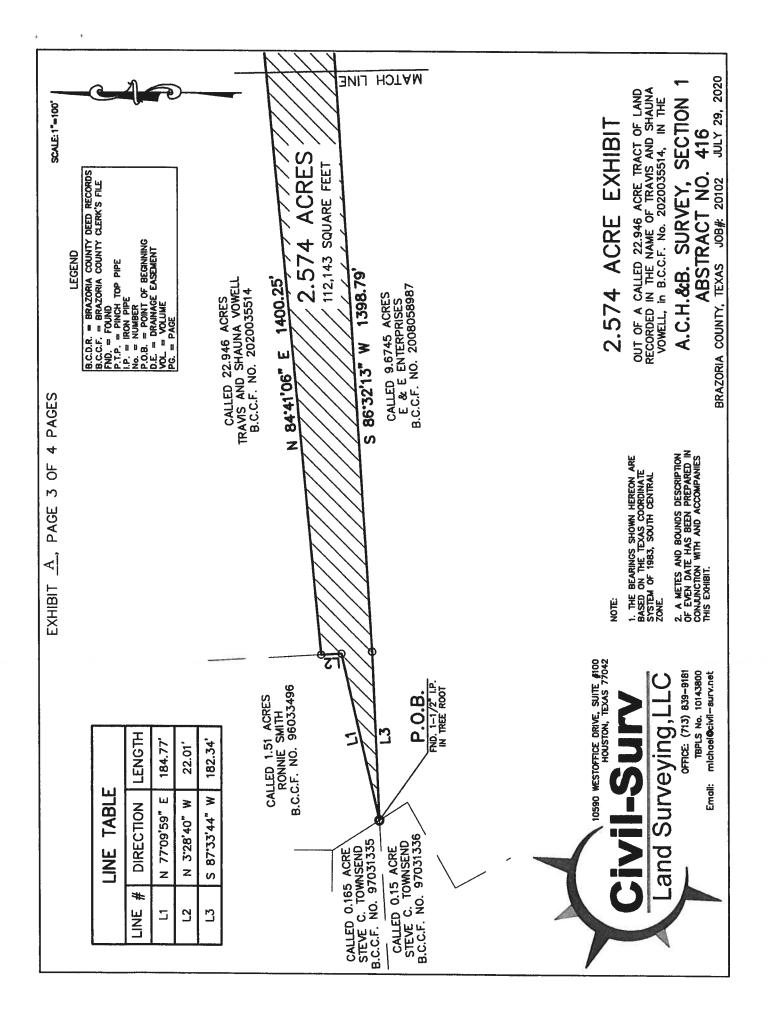
Exhibit A

McGrath & Co., PLLC Rate Schedule As of October 6, 2020

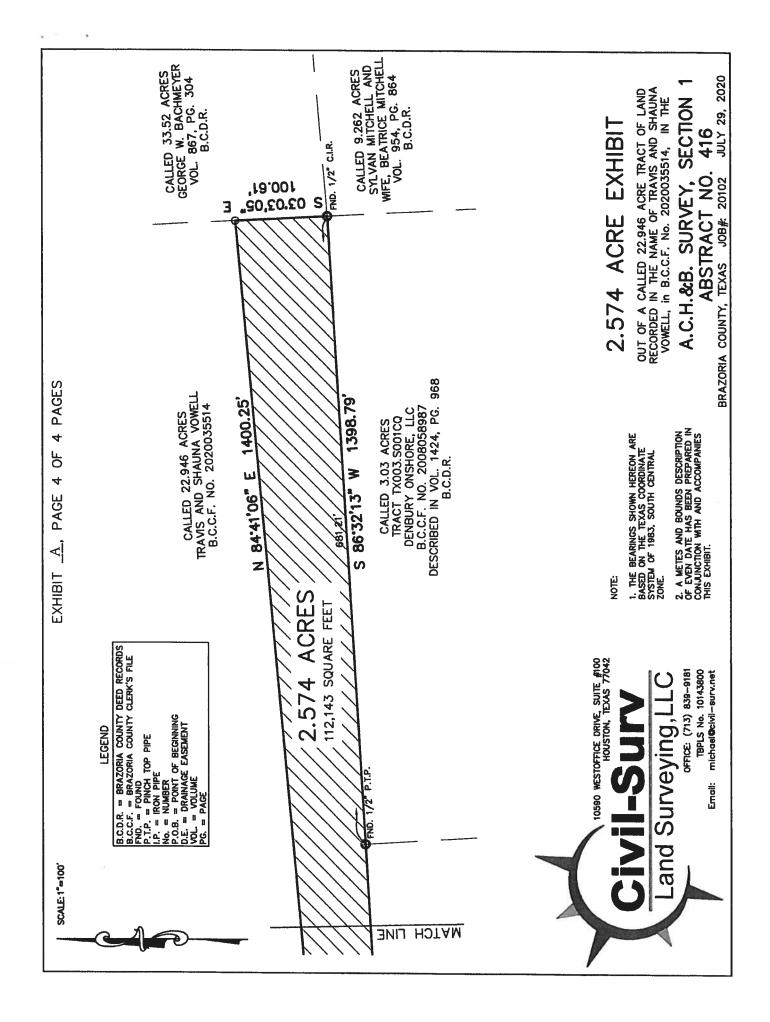
Position	Hourly Rate
Partner/Owner	\$250
Manager/Supervisor	\$150
Senior Staff	\$125
Staff	\$115

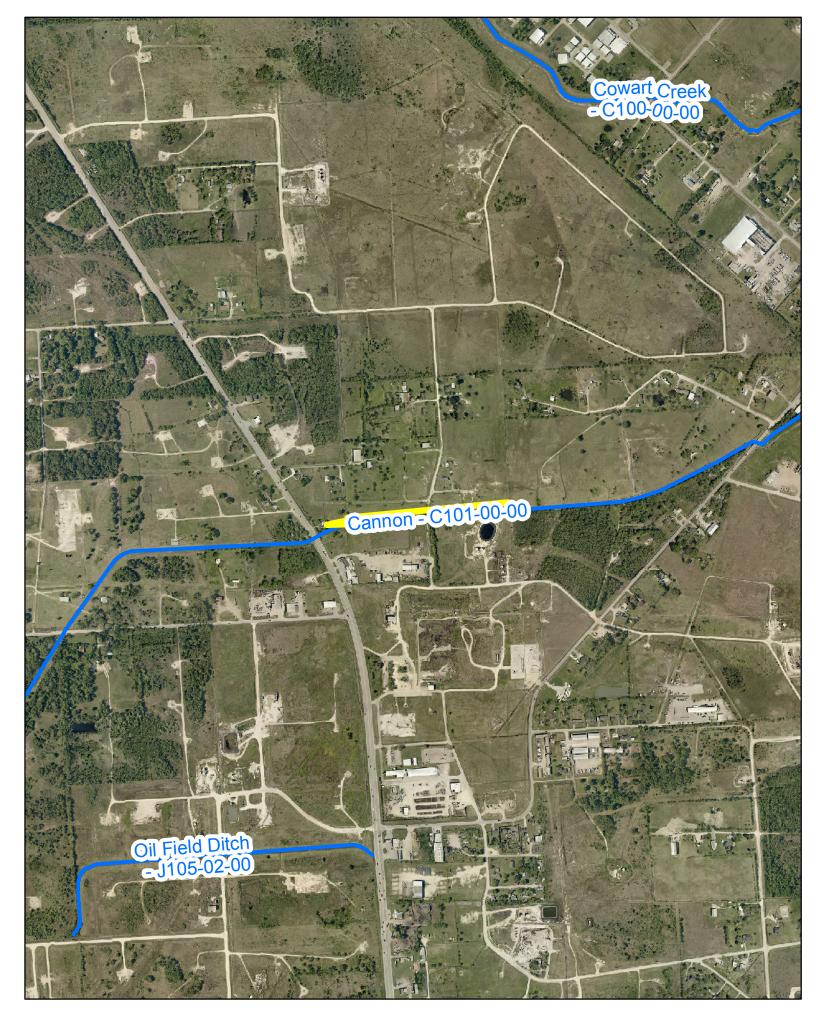






Item V.E.





June 3, 2020

Brazoria County Drainage District No. 4 4813 West Broadway Pearland, TX 77581 Attn: Mr. Leigh Blumer

SUBJECT: Appraisal of a proposed fee acquisition for drainage purposes for Brazoria County Drainage District No. 4 Property Owner: Carroll D. Wise

Dear Mr. Blumer:

Integra Realty Resources – Houston is pleased to submit the accompanying appraisal of the referenced property. The purpose of this appraisal is to estimate the market value of the Subject Property, the Acquisition Parcel, and the remainder before and after the acquisition, and to determine the just compensation due the property owner. The Subject Property may be legally described as:

An approximate 1.628-acre tract of land, being out of Lot 7, West Friendswood Subdivision, situated in the Perry and Austin League Survey, Abstract Number 111, Brazoria County, Texas.

The Subject Property is located northwest of Stevenson Road and southeast of Westfield Lane. The Subject Property is improved with a metal building and associated site improvements. The main improvements are not considered to be impacted by this acquisition. Therefore, no improvements will be valued within this report. This appraisal determines the value for the Subject Property and the value of the partial acquisition described herein.

The portion of the Subject Property that will be subject to the acquisition (the "Acquisition Parcel") consists of a 4,950 square foot tract of land located along the northwestern boundary of the Subject Property.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of the client, if any.

The accompanying report of which this letter is a part describes the site, purpose and method of appraisal, and the data considered in reaching our final value conclusion. A complete appraisal was performed on the Subject Property.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of just compensation, as of the date of value, is as follows:

Summary of	Just Compensation

. . . .

Value of Acquisition Parcel:	\$	17,325
Plus Damages, if Any:	<u>\$</u>	0
Total Just Compensation:	\$	17,325

IMPORTANT MARKET CONDITIONS WARNING: Market Uncertainty from Novel Coronavirus (COVID-19)

The outbreak of the Novel Coronavirus (COVID-19), declared an outbreak by the World Health Organization (WHO) on January 30, 2020 and subsequently reclassified as a worldwide pandemic on March 11, 2020, has created substantial uncertainty in the worldwide financial markets. Concerns about the ongoing spread of the COVID-19 (Corona) Virus have resulted in cancellations of a substantial number of business meetings, conferences, and sporting and entertainment events in the coming 3-6 months; the implementation of personal quarantine procedures; a 30-day lock-out for travel from most of Europe to the U.S.; and substantial reductions (and restrictions) in other travel by air, rail, bus, and ship.

As of the effective date of this report, tourism, lodging, and tourist-related food and beverage and retail sectors are likely to feel the first negative effects due to the substantial decline in social movement and activity. A prolonged outbreak could have a significant (and yet unquantifiable) impact on other real estate sectors. Our valuation is based upon the best information as of the effective date.

Given the degree of overall uncertainty present in the economy, forecasts and projections contained herein may change dramatically, or differently than projected under stable market conditions. Therefore, we recommend a more frequent review of this valuation, and advise the intended user to consider the current lack of overall economic stability in evaluating the use and reliability of the opinions expressed herein.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

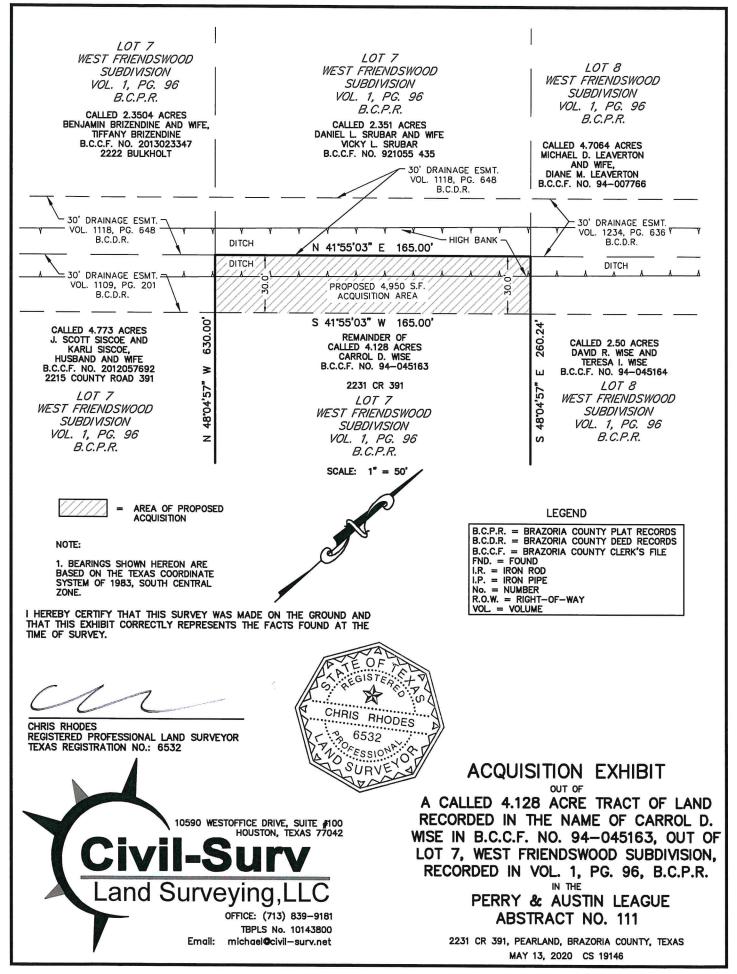
Respectfully Submitted,

INTEGRA REALTY RESOURCES - HOUSTON

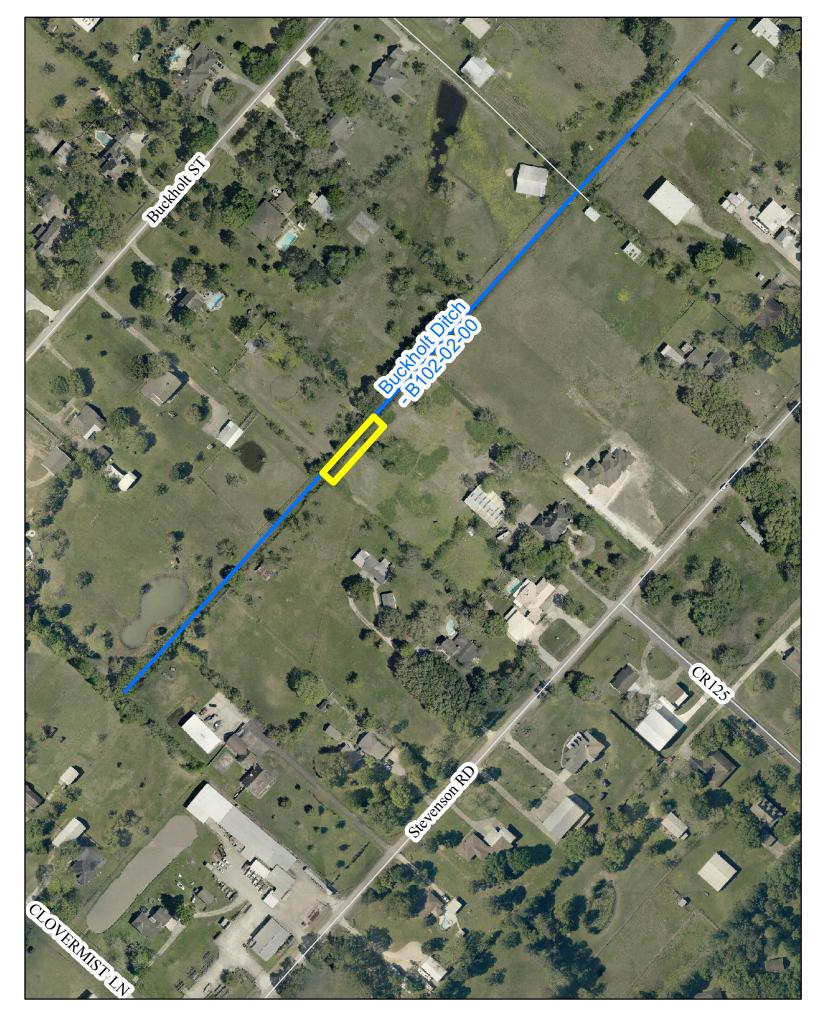
Michael W. Welch, SR/WA, R/W-AC, MRICS Certified General Real Estate Appraiser Texas Certificate # TX-1323054-G Telephone: 713-973-0212, ext. 13 Email: Michael.Welch@irr.com

Ouco Kg

Erica R. Ries Certified General Real Estate Appraiser Texas Certificate # TX-1380168-G Telephone: 713-973-0212, ext. 34 Email: Erica.Ries@irr.com



Item V.F.



June 3, 2020

Brazoria County Drainage District No. 4 4813 West Broadway Pearland, TX 77581 Attn: Mr. Leigh Blumer

SUBJECT: Appraisal of a proposed fee acquisition for drainage purposes for Brazoria County Drainage District No. 4 Property Owner: David R. Wise and Teresa I. Wise

Dear Mr. Blumer:

Integra Realty Resources – Houston is pleased to submit the accompanying appraisal of the referenced property. The purpose of this appraisal is to estimate the market value of the Subject Property, the Acquisition Parcel, and the remainder before and after the acquisition, and to determine the just compensation due the property owner. The Subject Property may be legally described as:

A called 2.50-acre tract of land, being out of Lot 8, West Friendswood Subdivision, situated in the Perry and Austin League Survey, Abstract Number 111, Brazoria County, Texas.

The Subject Property is located along the northwest line of Stevenson Road, southeast of Westfield Lane. The Subject Property is improved with a residential structure and associated site improvements. The main improvements are not considered to be impacted by this acquisition. Therefore, no improvements will be valued within this report. This appraisal determines the value for the Subject Property and the value of the partial acquisition described herein.

The portion of the Subject Property that will be subject to the acquisition (the "Acquisition Parcel") consists of a 4,950 square foot tract of land located along the northwestern boundary of the Subject Property.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of the client, if any.

The accompanying report of which this letter is a part describes the site, purpose and method of appraisal, and the data considered in reaching our final value conclusion. A complete appraisal was performed on the Subject Property.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of just compensation, as of the date of value, is as follows:

Summary of	Just Compensation

. . . .

Value of Acquisition Parcel:	\$	17,325
Plus Damages, if Any:	<u>\$</u>	0
Total Just Compensation:	\$	17,325

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As of the effective date of this report, tourism, lodging, and tourist-related food and beverage and retail sectors are likely to feel the first negative effects due to the substantial decline in social movement and activity. A prolonged outbreak could have a significant (and yet unquantifiable) impact on other real estate sectors. Our valuation is based upon the best information as of the effective date.

Given the degree of overall uncertainty present in the economy, forecasts and projections contained herein may change dramatically, or differently than projected under stable market conditions. Therefore, we recommend a more frequent review of this valuation, and advise the intended user to consider the current lack of overall economic stability in evaluating the use and reliability of the opinions expressed herein.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

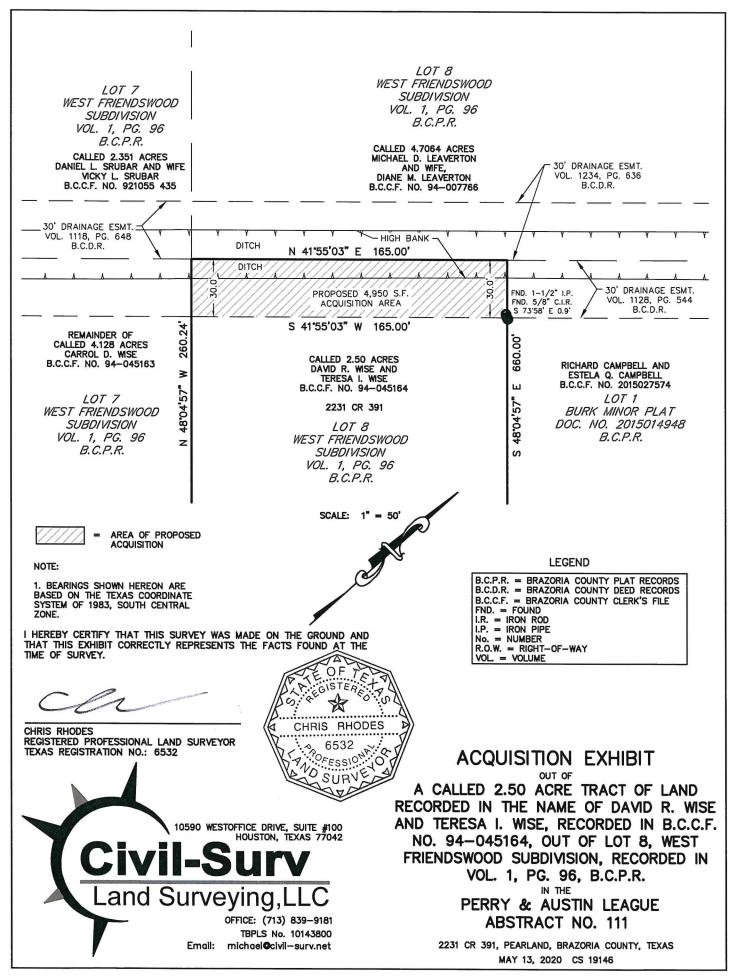
Respectfully Submitted,

INTEGRA REALTY RESOURCES - HOUSTON

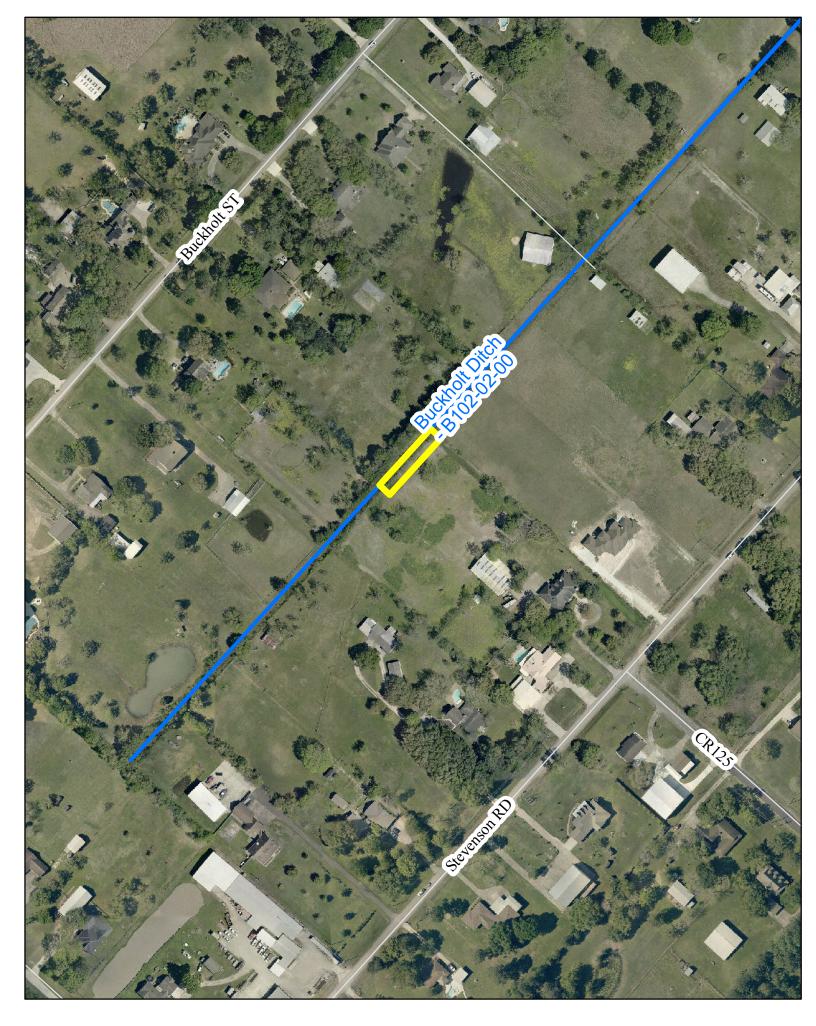
Michael W. Welch, SR/WA, R/W-AC, MRICS Certified General Real Estate Appraiser Texas Certificate # TX-1323054-G Telephone: 713-973-0212, ext. 13 Email: Michael.Welch@irr.com

Ouco Kg

Erica R. Ries Certified General Real Estate Appraiser Texas Certificate # TX-1380168-G Telephone: 713-973-0212, ext. 34 Email: Erica.Ries@irr.com



Item V.F.



BRAZORIA COUNTY – BRAZORIA DRAINAGE DISTRICT #4 INTERLOCAL AGREEMENT FOR ROUTINE AND NON-ROUTINE MAINTENANCE OF DRAINAGE FACILITIES,

This Interlocal Agreement is made between the Brazoria Drainage District #4 and Brazoria County, Texas and is effective the day last signed by both parties and entered into by and between the Brazoria Drainage District #4 (hereafter the **"District"**) acting through its Board of Directors; and Brazoria County (hereafter the **"County"**) acting through its Commissioners' Court, pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

Whereas, *District* and *County* acknowledge that both entities have an interest in public safety and located within the *District's* boundaries and

Whereas, *District* and *County* acknowledge that the locations identified by description or exhibit herein, (collectively, the "Drainage Facilities"), are currently located within the *District's* boundaries and

Whereas, *District* and *County* acknowledge the need to enter into a mutual agreement for the routine and non-routine maintenance of the Drainage Facilities.

I. Drainage Facilities

The drainage facilities include detention ponds and outfall ditches that are located on property in which the *County* holds the fee and/or easement interest and are within *District's* boundaries.

A. Existing Drainage Facilities:

Below are listed the drainage facilities that are currently in operation and the *District* is performing the routine maintenance as detailed in Section II. An overview of these facilities is included in Exhibit A-1 and A-2.

- 1. CR 58 Outfall A Ditch;
- 2. CR 58 Outfall A Detention Pond;
- 3. CR 58 Outfall B Ditch;
- 4. CR 58 Outfall B Detention Pond;
- 5. CR 48 Ditch L; and
- 6. West Fork Chocolate Bayou Tributary Detention Pond, also known as 174A;

Exhibit C contains CR 58 drainage plans, CR 58 Outfall A and Outfall B Cross Sections, CR 48 Ditch L plans, and West Fork Chocolate Bayou Tributary Detention Pond plans.

B. Proposed Drainage Facilities:

Below are listed the drainage facilities that are currently under construction or in design. After completion of each facility, the *County* and *District* will inspect it and determine if approved for final acceptance. After final acceptance of the facility by the *County*, the *County* and *District* will mutually agree on a date that routine maintenance shall begin. The *District* will begin performing the routine maintenance as detailed in Section II after the agreed upon start date. An overview of these facilities is included in Exhibit B-1, B-2, and B-3.

- 1. CR 101 Detention Pond (Estimate completion date: Fall 2021);
- 2. CR 58 Detention Ponds (Estimate completion date: Summer 2022);
- 3. CR 59 Detention Pond (Estimate completion date: Fall 2022).

Exhibit C also contains CR 101 Detention Pond plans.

C. Future Drainage Facilities

Drainage Facilities that are designed and constructed after this Agreement is signed may be added through an amendment. An amendment to this agreement shall be approved by the District Board of Directors and County Commissioners Court.

II. Responsibilities of the Parties

- A. The District shall be responsible for the routine maintenance at no cost to the County, which includes the following.
 - 1. Regularly mowing and keeping vegetation under control.
 - 2. Keeping the inflow and outfall pipes clear of debris.
 - 3. Regular inspections to determine any non-routine maintenance required.
- B. The *County* shall be responsible for non-routine maintenance items as listed below. The *County* may request the *District* to perform these items at specific locations when needed. After the *County's* request, the *District* will determine if it will or will not perform the requested non-routine maintenance items. The *County* shall reimburse the *District* for the cost of any non-routine maintenance performed by the *District*.
 - 1. Removing excess silt and sediment.
 - 2. Repairing areas of erosion.
 - 3. Repairs to outfall structures, pilot channels, back slope drains, and other concrete items.
- C. The County shall also be responsible for the following.
 - 1. Fence maintenance including the control of vegetation within the fence line.

III. Miscellaneous

- A. *District* and *County* recognize and agree that nothing herein shall be construed to create any rights in third parties.
- B. The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.
- C. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Agreement is for any reason held invalid unconstitutional or otherwise unenforceable by any court of competent, jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not erect the validity of the remaining portions thereof.
- D. The Rights and obligations of this Agreement shall not be assigned without prior written consent of *District* and *County*.

- E. This Agreement and all obligations created hereunder shall be performable in Brazoria County, Texas.
- F. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
- G. This Agreement shall be binding upon and inure to the benefit of the parties and their administrators, agents, employees, successors and assigns permitted by this Agreement.
- H. *District* and *County* agree that any payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service or materials it supplies provided for the other party's benefit.
- 1. *District* and *County* acknowledge and agree that each party shall furnish the services promised, in compliance with *District* and *County* guidelines, and timely provide funding as promised herein. However, all funding under this Agreement shall be subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the governing bodies of the parties hereto.
- J. The terms of this Agreement shall be for a period of five (5) years, commencing on the day last signed by both parties. This agreement shall automatically renew at the expiration of said term and shall continue to renew thereafter in five (5) year increments unless either party gives the other party a ninety (90) day's written notice of its desire to terminate this Agreement.

Brazoria County, Texas

Brazoria Drainage District #4

By: _____

L.M. (Matt) Sebesta, Jr. County Judge Ву: _____

Jeff Brennan Chairman

Date: _____

Date: _____

INTER-LOCAL COOPERATION AGREEMENT BY AND BETWEEN BRAZORIA DRAINAGE DISTRICT NO. 4, BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NO. 3, AND BRAZORIA COUNTY MUNICIPAL UTILTIY DISTRICT NO. 43 FOR MAINTENANCE AND REPAIR OF DRAINAGE FACILITIES

This Interlocal Cooperation Agreement (the "Agreement") is entered into pursuant to Chapter 791, Texas Government Code (the "Interlocal Cooperation Act"), by and between Brazoria Drainage District No. 4 ("BDD 4"), Brazoria County Conservation and Reclamation No. 3, ("C&R 3"), and Brazoria County Municipal Utility District No. 43 ("MUD 43"), conservation and reclamation districts of the State of Texas operating pursuant to Chapters 49, 51, 54, and 56 of the Texas Water Code, as amended, sometimes jointly referred to herein as "Parties" or individually as a "Party."

WHEREAS, BDD 4, C&R 3, and MUD 43 are all "local governments" as defined in §791.003, Texas Government Code BDD 4 and MUD 43 have corporate boundaries that encompass some of the same territory, and MUD 43 and C&R 3 have corporate boundaries that encompass some of the same territory ; and

WHEREAS, certain drainage channels, detention ponds, storm sewers, drainage structures and related facilities (collectively called the "Drainage Facilities") have been dedicated to MUD 43 to serve the Del Bello Lakes Development, portions of which are located within the corporate boundaries of each of the Parties; and

WHEREAS, the Parties agree that the proper maintenance and repair of the Drainage Facilities benefit all of the Parties.

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits to be derived hereunder, BDD 4, C&R 3, and MUD 43 do hereby agree as follows:

1. The purpose of this Agreement is to establish the duties and responsibilities of the Parties with regard to the maintenance and repair of the Drainage Facilities.

2. BDD 4 agrees to perform routine repair and maintenance of the Drainage channel E100-01-00 also known as Cooper Ditch, including regular mowing and any repairs within the capability of BDD 4's existing staff and equipment subject to any conditions and/or limitations in the easements to MUD 43, references for which are provided on Exhibit B attached hereto. BDD 4 shall provide all equipment, materials, labor, and superintendence necessary to accomplish the work on a timely basis as determined by BDD 4.

3. MUD 43 agrees to perform routine repair and maintenance of the following, shown on Exhibit A attached hereto:

- i. Single 36" RCP outfall
- ii. Dual 8'x8' RCB at crossing of Del Bello Blvd

Item V.H.

iii. Dual 5'x4' RCB outfall

iv. Dual4'x4' RCB control structure

MUD 43 may, mow the approximate 1.5 miles of Cooper Ditch from Del Bello Boulevard to Highway 6, at its discretion.

4. BDD4 shall be authorized hereby to enter upon land or right-of-way belonging to MUD 43 and C&R 3, at the locations shown on Exhibit C attached hereto, for the purpose of performing maintenance and repairs of Cooper Ditch as contemplated in this Agreement. Any right conferred hereunder to BDD4 to enter or use MUD 43 or C&R 3 land or right-of-way for the purpose of performing maintenance and repair work under this Agreement shall be applicable to any contractor, subcontractor, or licensee hired to perform BDD 4's obligations hereunder.

5. Any party may terminate this Agreement upon the giving of thirty (30) days advance written notice thereof.

6. In the event of any default by either Party in the performance of its obligations hereunder, and provided that such default continues for a period of thirty (30) days or more, the non-defaulting Party may give written notice to the other Party specifying the matter with respect to which the other Party is in default and requesting that the default be remedied with promptness and dispatch. In the event the defaulting Party, within fifteen (15) days after the mailing of such notice, has failed to initiate and diligently pursue remediation of the matter in default, the non-defaulting Party may, by an additional written notice to the other, cancel and terminate this Agreement sixty (60) days thereafter, whereupon all rights of the defaulting party and all obligations of the non-defaulting Party shall terminate. The exercise of such rights shall be in addition to any other remedies available to the non-defaulting Party under the laws of the State of Texas.

7. C&R 3 has no maintenance responsibilities under this agreement.

8. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

Brazoria Drainage District No. 4 4813 W. Broadway Pearland, Texas 77581

Brazoria County Conservation and Reclamation District No. 3 1318A Old Rosharon Rd Alvin, Texas 77511

Brazoria County Municipal Utility District No. 43 C/O the Muller Law Group, PLLC 202 Century Square Boulevard Sugarland, Texas 77478

Item V.H.

9. No Party, nor their respective officers, agents, or employees, shall be deemed to be an officer, agent, or employee of the other, and neither party assumes any liability, obligation or responsibility with respect to any action taken by the other, or with respect to damage or injury caused by the other, in securing, exercising or in any manner performing the terms and conditions of this Agreement.

10. This Agreement shall become effective upon approval and signing of the Agreement by all parties. The term of this Agreement shall be for a period of thirty (30) years. The Agreement shall be renewed automatically for additional one (1) year renewal terms unless either party gives notice to the other of non-renewal not less than thirty (30) days prior to the expiration of the primary term.

11. This Agreement shall be governed by and interpreted in accordance with the law of the State of Texas. Venue for any legal proceeding arising out of this Agreement shall be in Brazoria County, Texas.

17. No part of this Agreement, or of the rights granted to either Party hereunder, may be assigned by either Party without the prior, written consent of the other Party. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors and assigns.

18. This Agreement contains all of the covenants, promises and agreements between the Parties concerning the subject matter described herein. It supersedes all prior agreements, arrangements or understandings, whether written or oral. This Agreement may not be amended or modified except in a writing signed by the Parties.

19. Nothing in this agreement shall constitute a waiver by the Parties of governmental or sovereign immunity, nor shall the Parties' enforcement of any legal right or assertion of any affirmative defense arising out of this agreement constitute a waiver of the Parties' governmental or sovereign immunity. Nothing in this Agreement shall be construed as express or implied consent of the Parties to being sued.

Executed in triplicate originals as of the _____ day of _____, 2020, by each party's duly authorized officers.

-3-

BRAZORIA DRAINAGE DISTRICT NO. 4

By:_

Chairman

ATTEST:

Secretary

92006-002 326381v1

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 43

By: Steve Sheldon (Sep 23, 2020 09:13 CDT)

President, Board of Directors

ATTEST:

Gay Thompson Gay Thompson (Sep 23, 2020 11:53 CDT)

Secretary

BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NO. 3

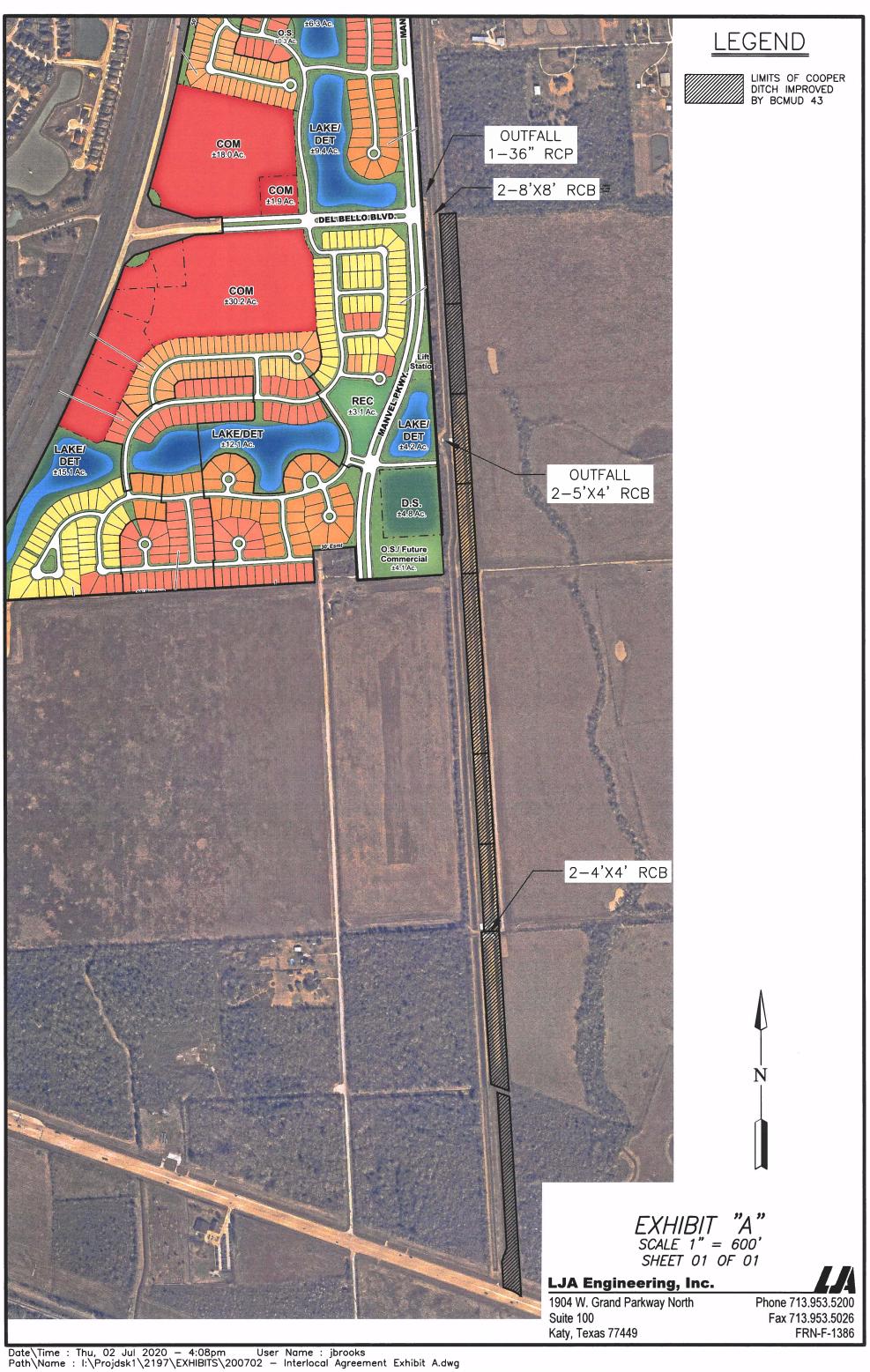
By:_

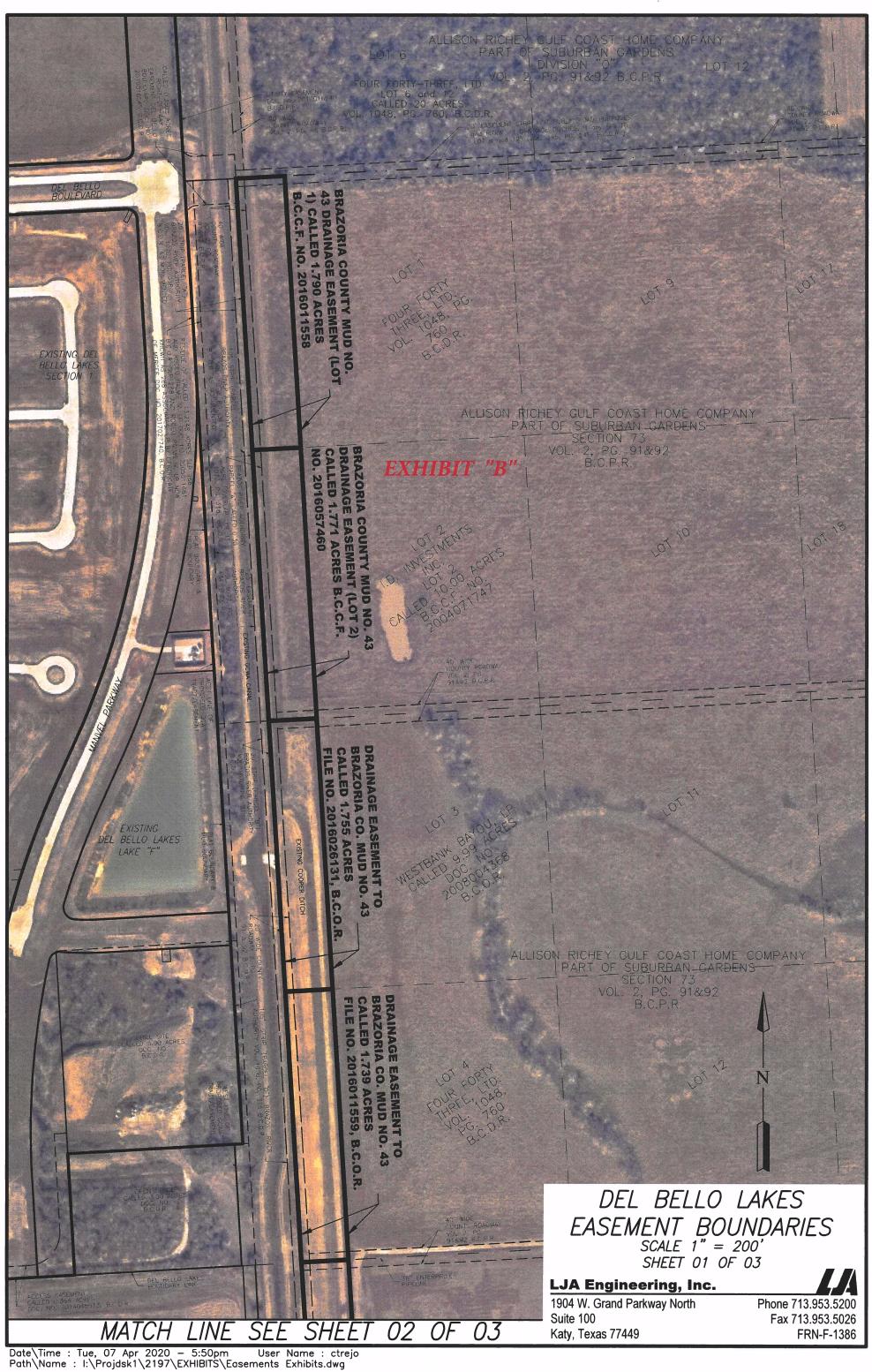
Chairman

ATTEST:

Secretary

92006-002 326381v1











Date\Time : Tue, 07 Apr 2020 - 5:50pm User Name : ctrejo Path\Name : I:\Projdsk1\2197\EXHIBITS\Easements Exhibits.dwg



Date\Time : Thu, 23 Jul 2020 — 11:32am User Name : jbrooks Path\Name : l:\Projdsk1\2197\EXHIBITS\200723 — Interlocal Agreement Exhibit C.dwg September 22, 2020

Mr. Robert Booth, P.E. LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston, Texas 77042-3703 via email: rbooth@ljaengineering.com



Engineering Your Satisfaction

RE: Del Bello Section 5 Drainage Plan (4) BDD 4 Ref ID#: 19169 LE-19004

Dear Mr. Booth:

On behalf of Brazoria Drainage District No. 4, we have reviewed the fourth submittal of the Final Drainage Plan (revised) as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

This Drainage Plan is for a proposed within the Del Bello development on the east side of SH-288 and north of Highway 6.

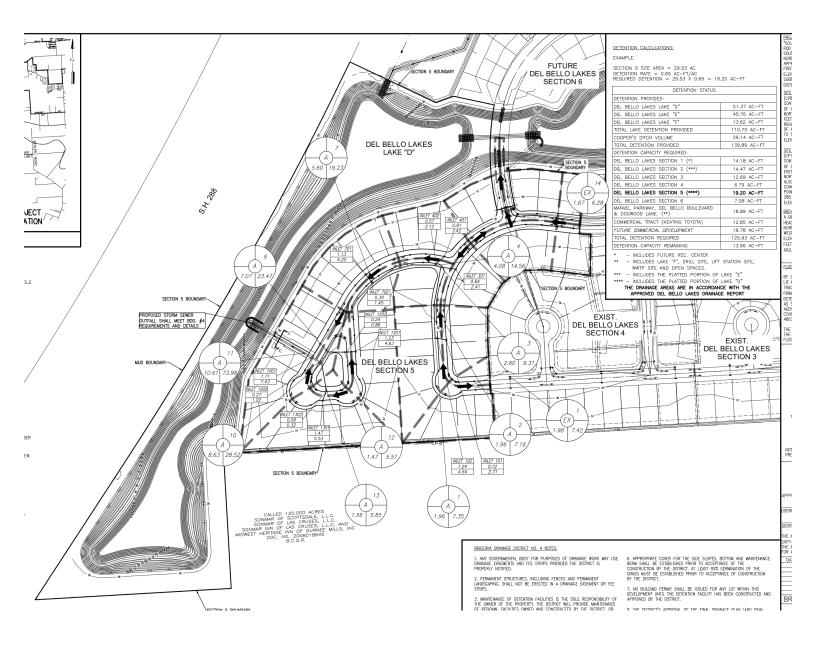
Sheet 8 of the Drainage Plan shows that existing detention ponds will provide 19.20 acre-feet of detention mitigation for the 29.53 acres of development which includes the platted portion of Lake D. The detention rate provided for the overall development is 0.65 acre-feet / acre.

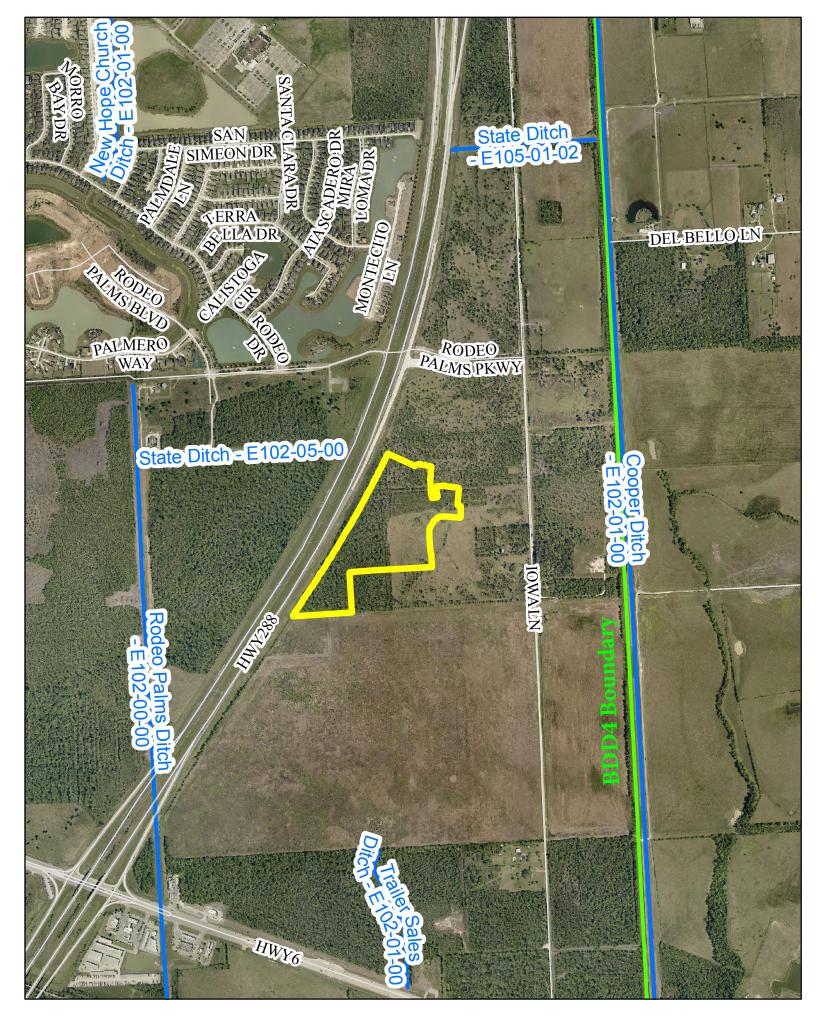
If you have any questions or require any further information, please do not hesitate to call.

Sincerely, Lentz Engineering, LLC

Jarrod D. Aden, P.E. President

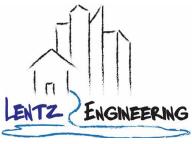
cc: Mr. John Genaro Mr. Leigh Blumer Ms. Sarah Roeber Mr. Clint Goebel Mr. Dillon Wilburn Mr. Tom Daniel Board of Commissioners





September 22, 2020

Mr. Scott Sheridan, P.E., R.P.L.S. Daniel Scott Engineering, LLC P.O. Box 1549 Alvin, Texas 77512 cc: scott@danielscottengineering.com



Engineering Your Satisfaction

RE: Pearland Airport Industrial Phase II FINAL Drainage Plan (2) BDD 4 Ref ID#: 20196 LE-20004

Dear Mr. Sheridan:

On behalf of Brazoria Drainage District No. 4, we have reviewed the second submittal of the Final Drainage Plan as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

This Drainage Plan is for a proposed commercial development located on CR-127 across from Clover Field.

Sheet 5 of the Drainage Plan shows that the detention pond will provide 1.96 acre-feet of detention mitigation for the 2.79 acres of development. The detention rate provided is 0.70 acre-feet / acre.

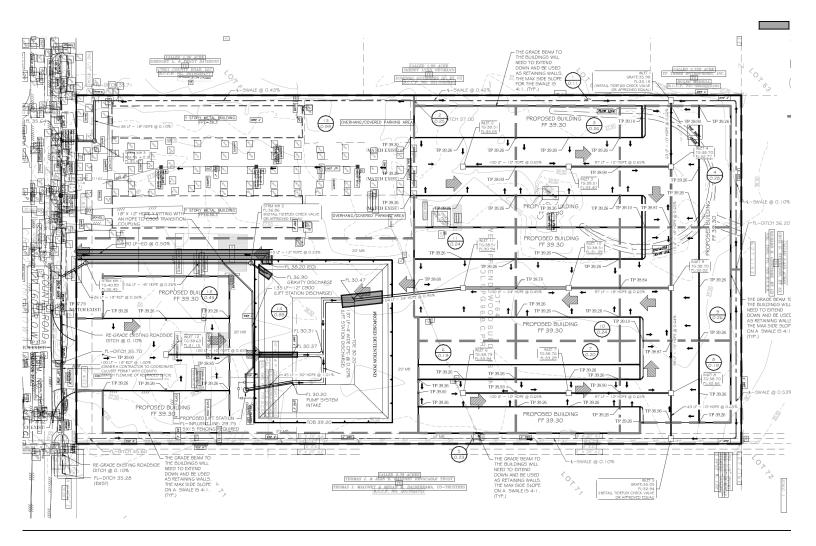
If you have any questions or require any further information, please do not hesitate to call.

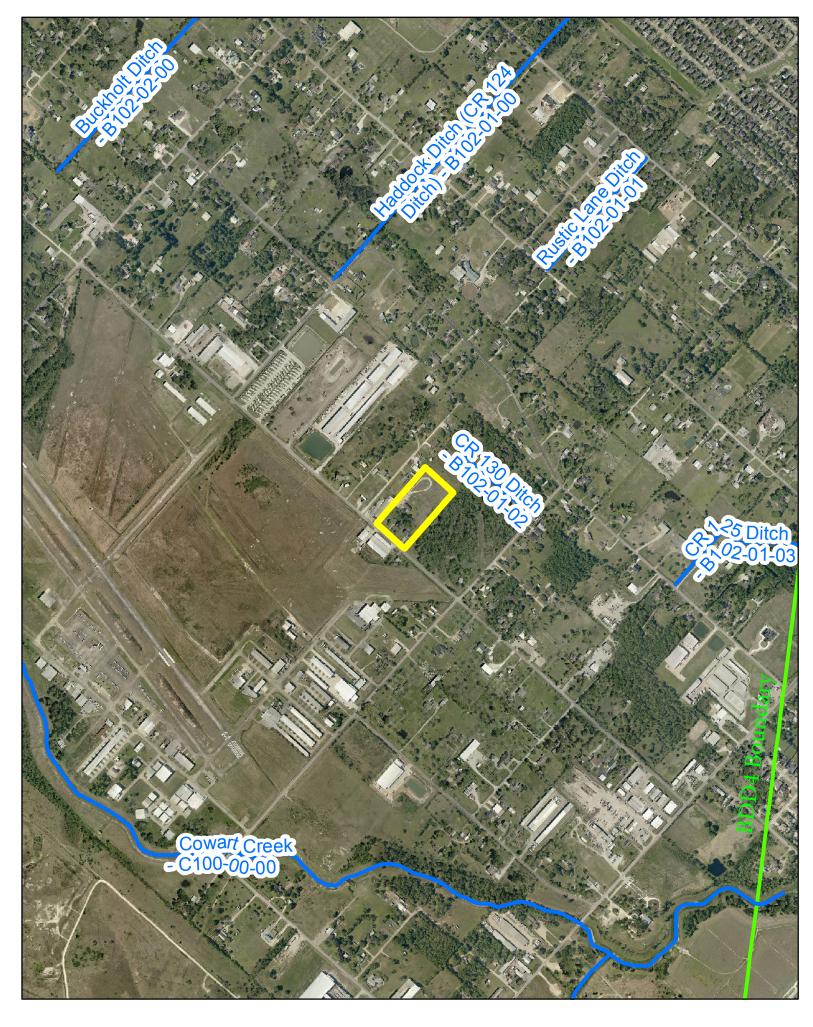
Sincerely, Lentz Engineering, LLC

Jarrod D. Aden, P.E. President

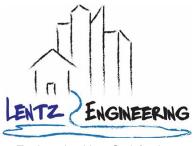
cc: Mr. John Genaro Mr. Leigh Blumer Ms. Sarah Roeber Mr. Clint Goebel Mr. Dillon Wilburn Mr. Tom Daniel Board of Commissioners







Board of Commissioners c/o Adrian Gengo Brazoria Drainage District No. 4 4813 West Broadway Pearland, Texas 77581 cc: agengo@bdd4.org



Engineering Your Satisfaction

RE: Orchard Park Lane Phase II Final Plat BDD 4 Ref ID#: 20167 LE-20004

Dear Commissioners:

We have reviewed the recent submittal of the Final Plat as submitted for the above-mentioned project. No District facilities are within or adjacent to this tract therefore no District easements are needed.

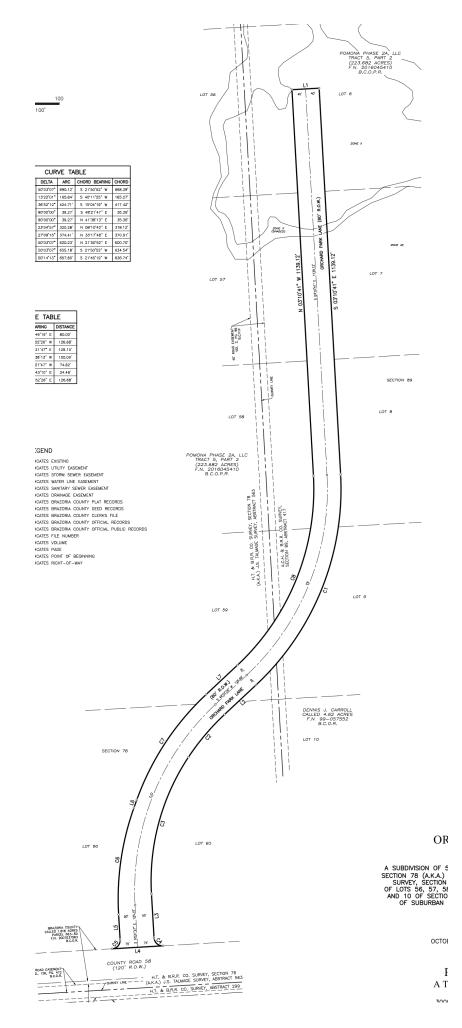
Finally, District personnel are handling the review of other administrative aspects of the plat which has been submitted to the District office.

Based upon our findings, we support a decision by the Board to approve the plat. If you have any questions or require any further information, please do not hesitate to call.

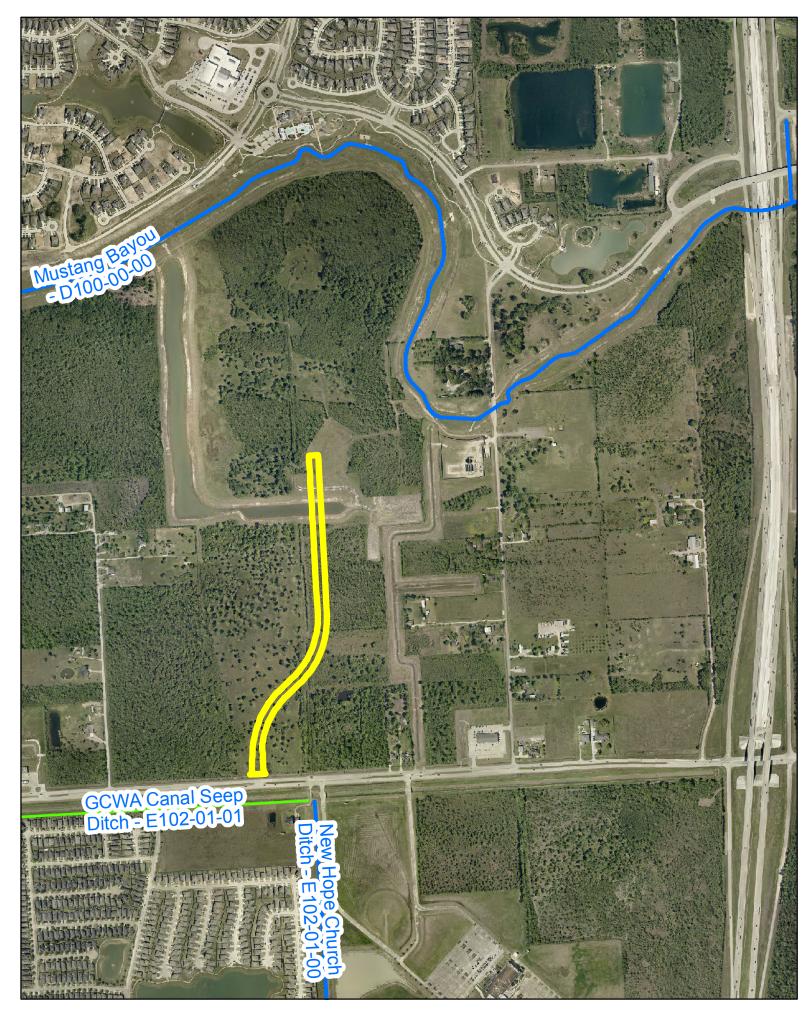
Sincerely, Lentz Engineering, LLC

Jarrod D. Aden, P.E. President

cc: Mr. John Genaro Mr. Leigh Blumer Mr. Dillon Wilburn Mr. Tom Daniel



Item VII.C.



Mr. Robert Booth, P.E. LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston, Texas 77042-3703 via email: rbooth@ljaengineering.com



Engineering Your Satisfaction

RE: Del Bello Section 7 Drainage Plan (2) BDD 4 Ref ID#: 19171 LE-19004

Dear Mr. Booth:

On behalf of Brazoria Drainage District No. 4, we have reviewed the second submittal of the Final Drainage Plan as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

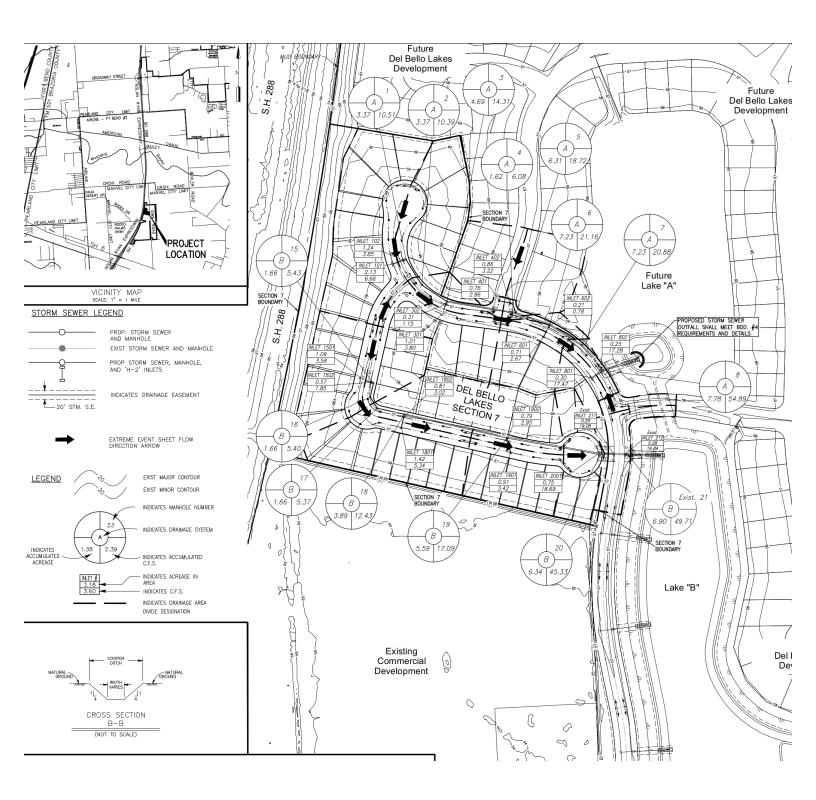
This Drainage Plan is for a proposed single family residential development located on the East side of SH-288 and North of Del Bello Lakes Boulevard (north of Keating Toyota).

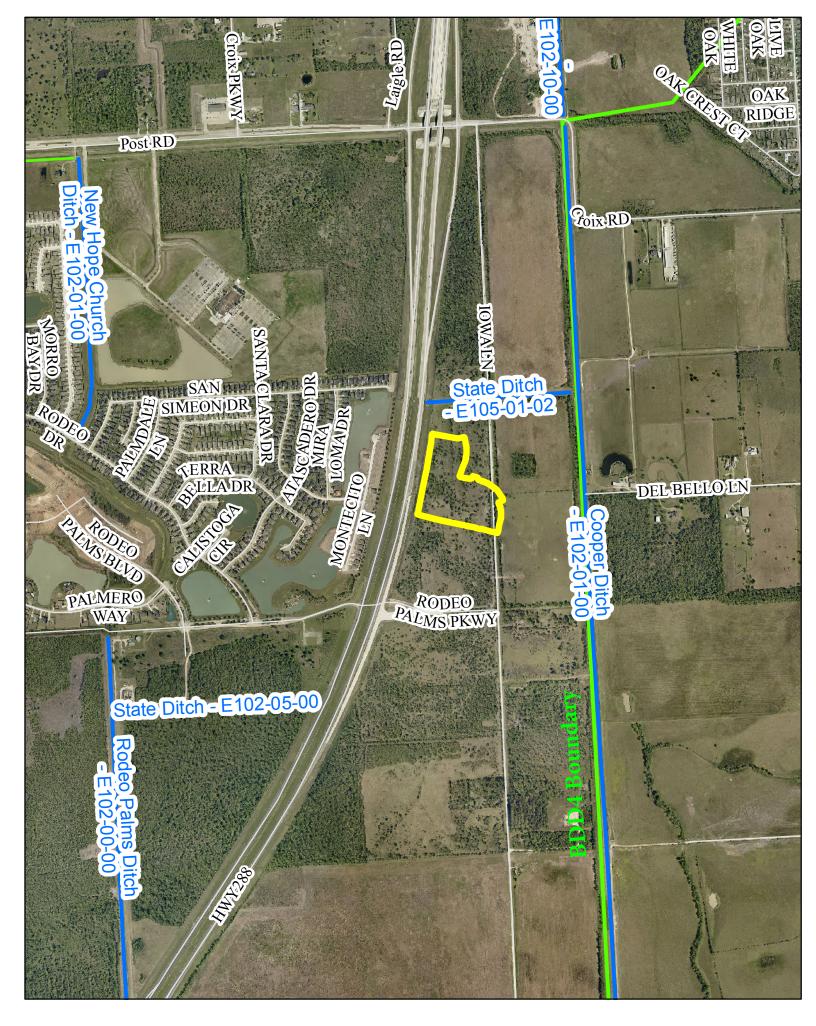
Sheet 8 of the Drainage Plan shows that the detention ponds will provide 8.80 acre-feet of detention mitigation for the 13.54 acres of development. The detention rate provided is 0.65 acre-feet / acre.

If you have any questions or require any further information, please do not hesitate to call.

Sincerely, Lentz Engineering, LLC

Jarrod D. Aden, P.E. President





Mr. Gustavo Guiles R.P. Partners Construction 5821 Southwest Freeway, Suite 280 Houston, Texas 77057 cc: gugggiles@gmail.com



Engineering Your Satisfaction

RE: Amazing Grace Assembly of God Drainage Plan (5) BDD 4 Ref ID#: 19192 LE-20004

Dear Mr. Guiles:

On behalf of Brazoria Drainage District No. 4, we have reviewed the fifth submittal of the Final Drainage Plan as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

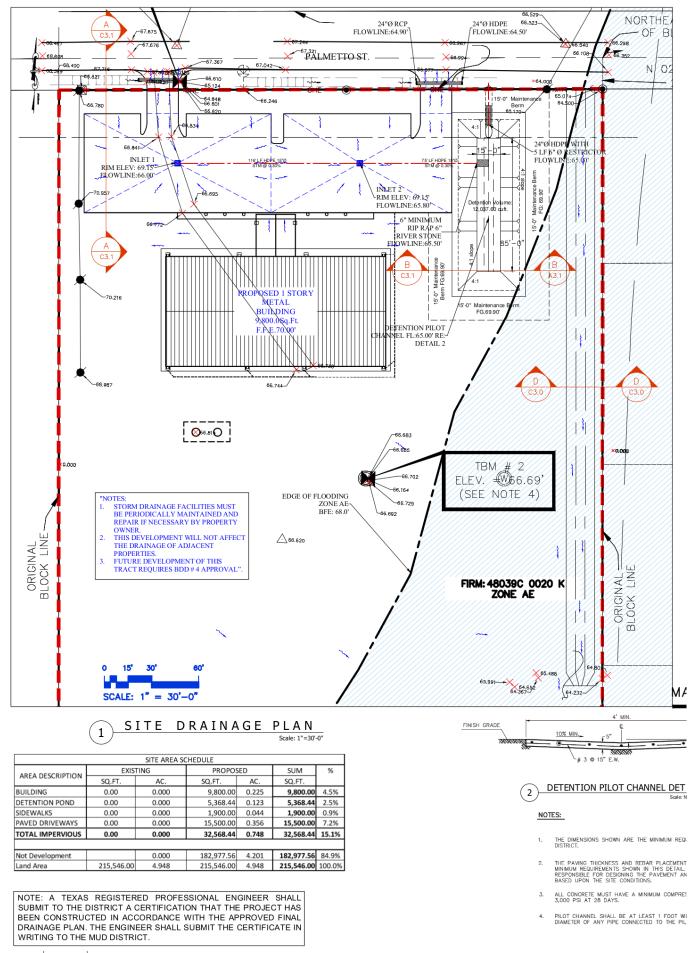
This Drainage Plan is for a proposed church located on the South side of Palmetto at the West Brazoria County line.

Sheet C3.1 of the Drainage Plan shows that 0.4862 acre-feet of detention mitigation will be provided for the 0.748 acres of impervious cover. The detention rate provided is 0.65 acre-feet / acre.

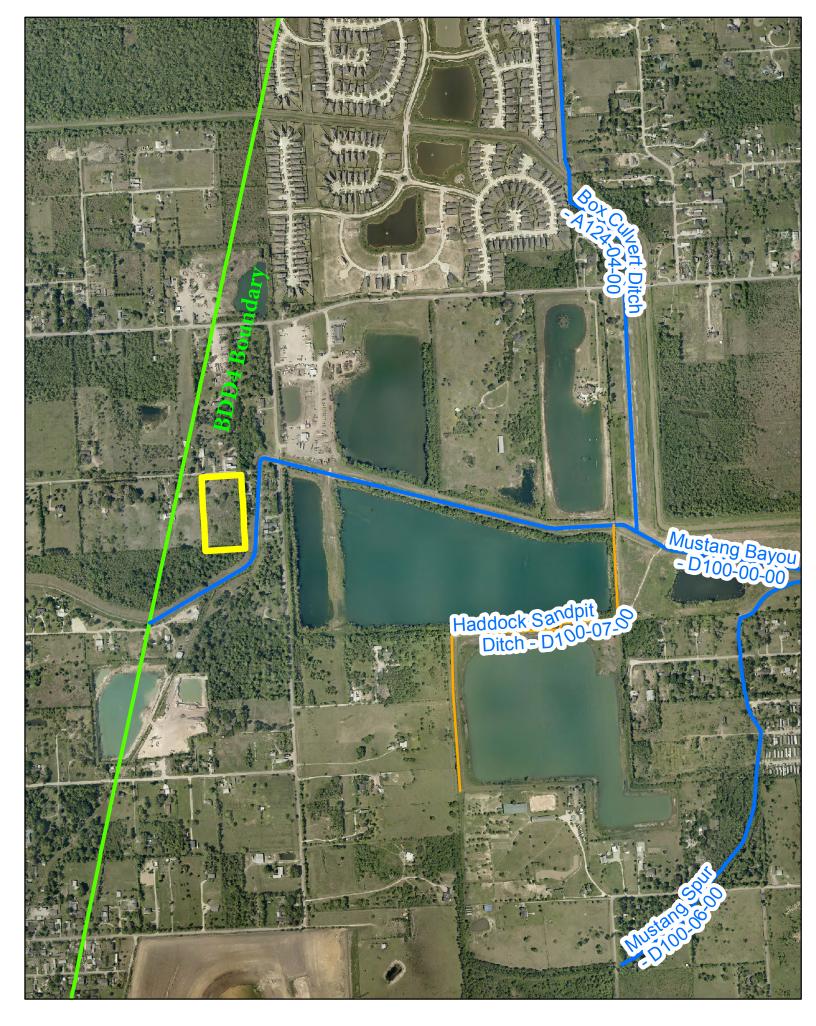
If you have any questions or require any further information, please do not hesitate to call.

Sincerely, Lentz Engineering, LLC

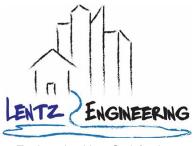
Jarrod D. Aden, P.E. President



DETENTION BASIN PILOT CH



Board of Commissioners c/o Adrian Gengo Brazoria Drainage District No. 4 4813 West Broadway Pearland, Texas 77581 cc: agengo@bdd4.org



Engineering Your Satisfaction

RE: Industrial Complex on 288 Final Plat – Partial Replat No. 1 BDD 4 Ref ID#: 20202 LE-20004

Dear Commissioners:

We have reviewed the recent submittal of the Final Plat as submitted for the above-mentioned project. No District facilities are within or adjacent to this tract therefore no District easements are needed.

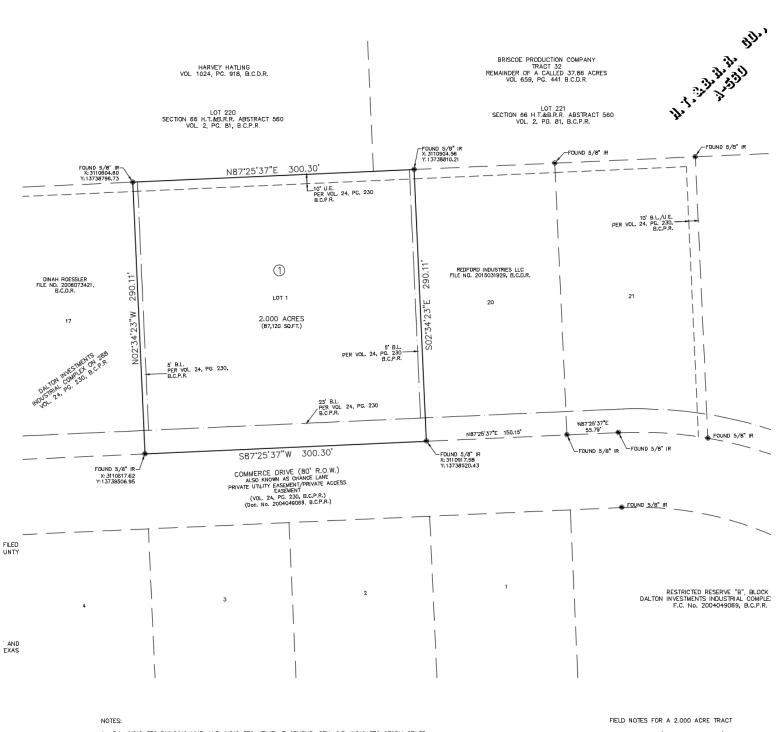
Finally, District personnel are handling the review of other administrative aspects of the plat which has been submitted to the District office.

Based upon our findings, we support a decision by the Board to approve the plat. If you have any questions or require any further information, please do not hesitate to call.

Sincerely, Lentz Engineering, LLC

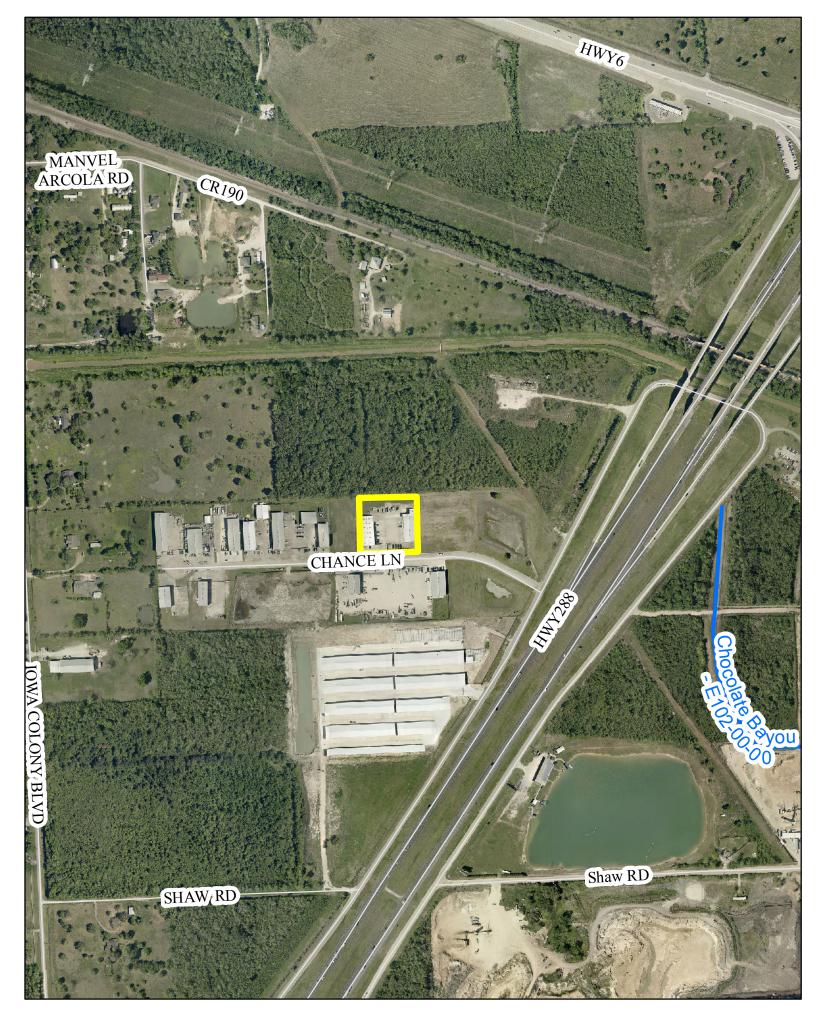
Jarrod D. Aden, P.E. President

cc: Mr. John Genaro Mr. Leigh Blumer Ms. Sarah Roeber Mr. Clint Goebel Mr. Dillon Wilburn Mr. Tom Daniel

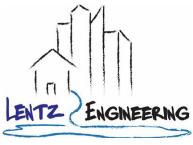


B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; STM. S.E. INDICATES STORM SEWER EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; H.L.&P.

Being a tract of land containing 2.000 acres (87,120 square feet), located in the A-560 in Brazoria County, Texas; Said 2.000 acre tract being out of lot 18 and



Mr. Rana Mahmood, P.E. Heights Engineering, LLC 12603 Southwest Freeway, Suite 285 Stafford, Texas 77477 cc: rana@heightsengineering.com



Engineering Your Satisfaction

RE: Shops at Sedona REVISED FINAL Drainage Plan (1) BDD 4 Ref ID#: 19199 LE-20004

Dear Mr. Mahmood:

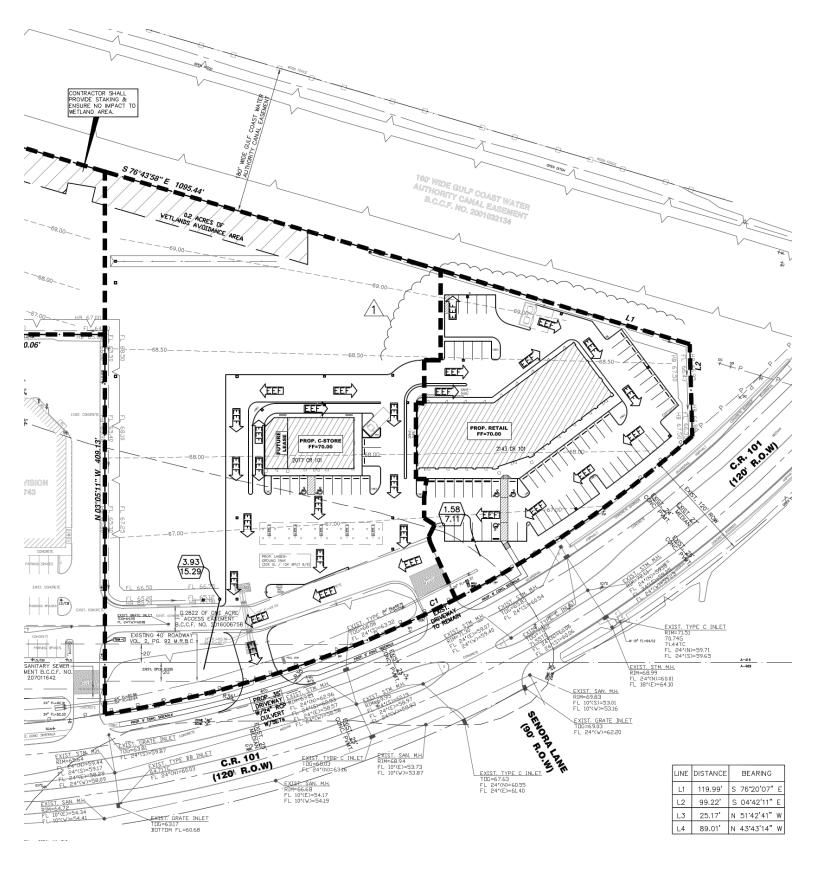
On behalf of Brazoria Drainage District No. 4, we have reviewed the first submittal of the Revised Final Drainage Plan as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

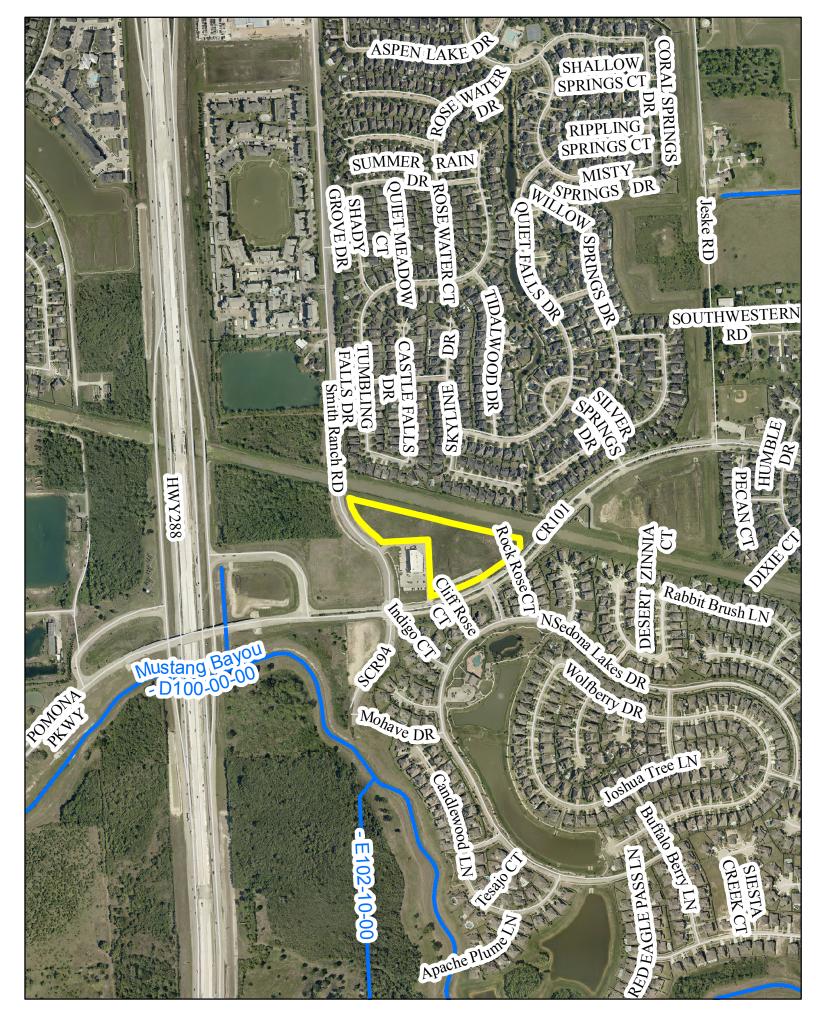
We have reviewed this plan and no substantial changes have been made to the Drainage Plan since the Board approved it on July 7, 2020.

If you have any questions or require any further information, please do not hesitate to call.

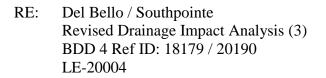
Sincerely, Lentz Engineering, LLC

Jarrod D. Aden, P.E. President





Mr. Craig Kalkomey, P.E. LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston, Texas 77042-3703 via email: ckalkomey@ljaengineering.com





Engineering Your Satisfaction

Dear Mr. Kalkomey:

On behalf of Brazoria Drainage District No. 4, we have reviewed the third submittal of the Drainage Impact Analysis as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

The project is located East of SH-288 on both sides of Del Bello Boulevard.

The report was revised to reflect minor changes in culverts connecting ponds and still proposes an effective detention rate of 0.86 acre-feet / acre. The project also proposes to provide additional mitigation for fill placed within the floodplain.

A portion of the development is outside of the jurisdiction of Brazoria Drainage District No. 4. We recommend approval only for the portion of the proposed development within the authority of the District.

If you have any questions or require any further information, please do not hesitate to call.

Sincerely, Lentz Engineering, LLC

Jarrod D. Aden, P.E. President

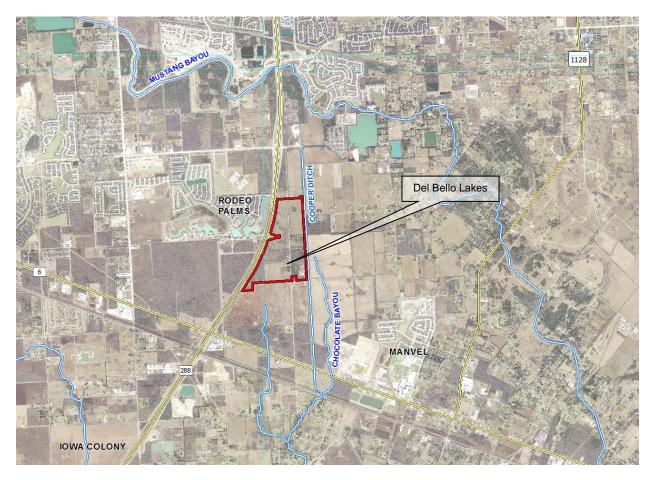
cc: Mr. John Genaro Mr. Leigh Blumer Ms. Sarah Roeber Mr. Clint Goebel Mr. Dillon Wilburn Mr. Tom Daniel Mr. Craig Kalkomey, P.E.

11511 N. Garden St. • Houston, Texas 77071 • Phone: (713) 839-8900 • Fax (713) 839-9020 • www.lentzengineering.net

TBPE Registration No. F-1378

Mr. Jarod Aden, PE September 24, 2020 Page 3 of 14

Del Bello Lakes is an approximately 256-acre development in the upper reaches of the Chocolate Bayou watershed. Del Bello Lakes is located approximately 0.7 miles north of State Highway 6, bordered on the west by State Highway 288, and on the east by the GCWA Canal. The entire Del Bello Lakes and Brazoria County MUD No. 43 District is within the jurisdiction of the Brazoria Drainage District No. 4 (BDD4), which is responsible for approving outfall drainage for the development. The Del Bello Boulevard Extension east of Cooper Ditch is within Brazoria County Conservation and Reclamation District 3 (BCCNR 3) and is subject to their approval; however, BDD4 should approve the connection into Cooper Ditch. This drainage plan addresses the ultimate level of development to demonstrate that the proposed development will not adversely impact the watershed and current drainage within it. **Figure 1** illustrates the location of the development relative to pertinent drainage features.

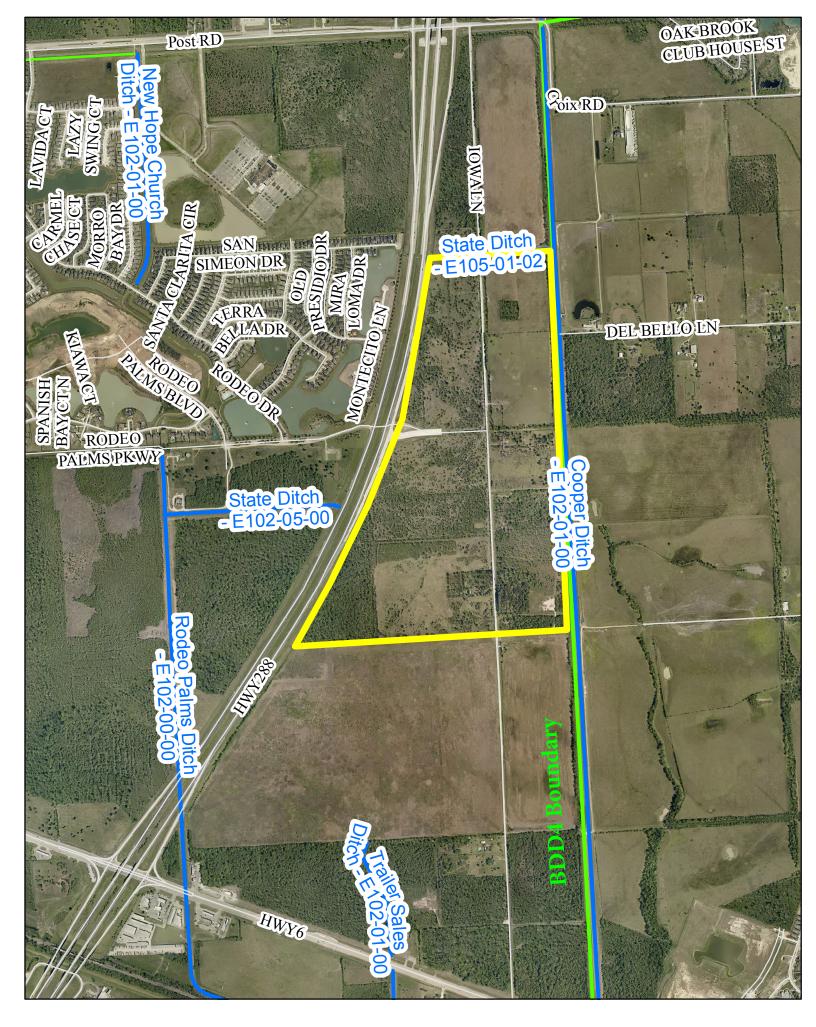


In its undeveloped condition, this area drains through five BDD4 ditches that appear to have been constructed to facilitate draining pastureland areas after storm events. The five BDD4 ditches are E-102-01-00 (Cooper Ditch), E-102-01-07, E-102-01-06, E-102-01-05, and E102-01-04. Cooper Ditch receives runoff from its laterals (E-102-01-07, E-102-01-06, E-102-01-05, and E102-01-04) that convey flow across the American Canal by means of siphons

Del Bello Lakes will be developed in phases. However, this analysis considers the ultimate conditions development. The proposed lakes in Del Bello Lakes will provide approximately 201.89 acre-feet of storage below the 100 year water surface elevations for mitigating increased runoff from proposed development and offsite areas. This equates to a detention rate of 0.79 acre-feet per acre.

O:\LAND\2197\1805\SOUTHPOINT CROSSING DIA ADDENDUM NO2 BDD4 09212020.DOCX

Item VII.H.



Mr. Mike Scanlon, P.E. Norex Engineering 1220 East Main Street League City, Texas 77573 cc: mikescanlon@norexengineering.net

RE: Harvest Acres RV Park 1911 CR-130 FINAL Drainage Plan (3) BDD 4 Ref ID#: 20177 LE-20004



Engineering Your Satisfaction

Dear Mr. Scanlon:

On behalf of Brazoria Drainage District No. 4, we have reviewed the third submittal of the Final Drainage Plan as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

This Drainage Plan is for a proposed commercial development located West of the intersection of CR-127 and CR-130 (near Clover Field).

Sheet 11 of the Drainage Plan shows that the development will provide 5.98 acre-feet of detention mitigation for the 7.18 acres of development. The detention rate provided is 0.833 acre-feet / acre.

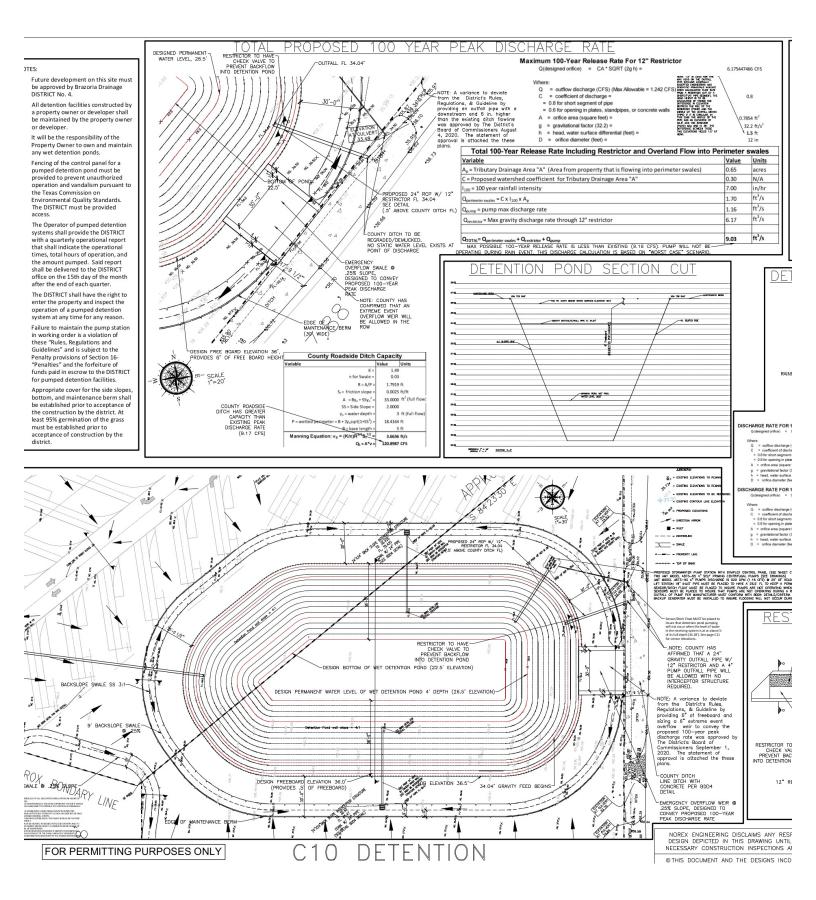
If you have any questions or require any further information, please do not hesitate to call.

Sincerely, Lentz Engineering, LLC

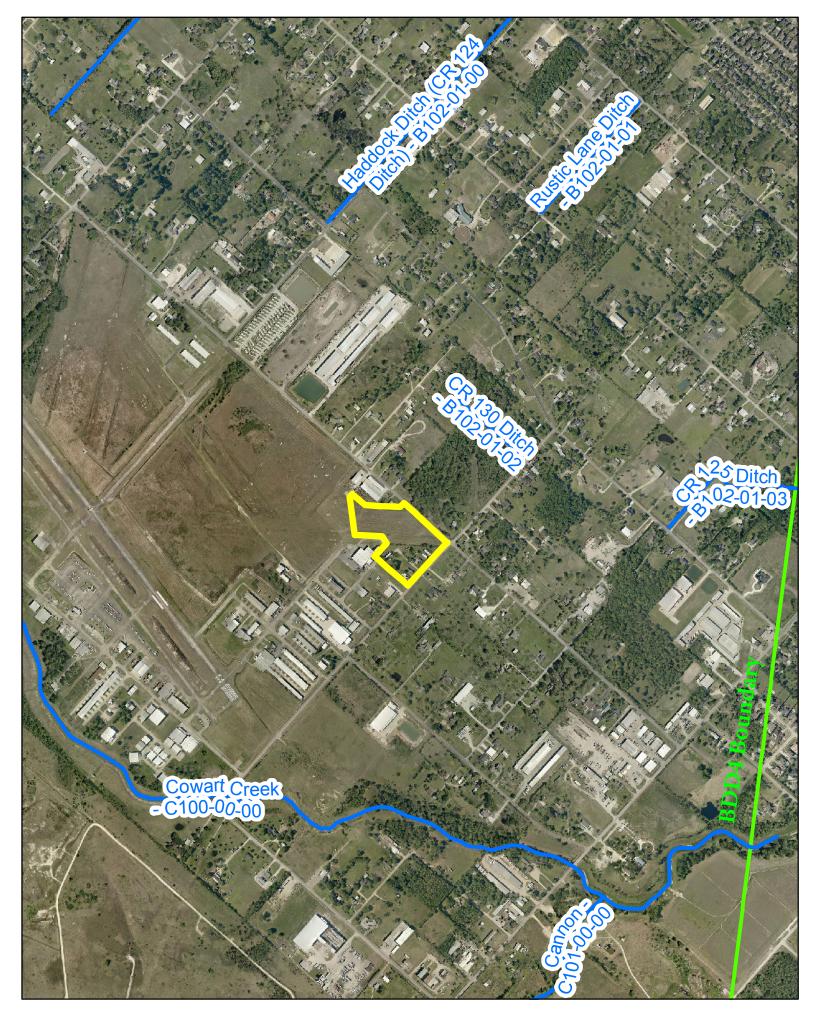
Jarrod D. Aden, P.E. President

cc: Mr. John Genaro Mr. Leigh Blumer Ms. Sarah Roeber Mr. Clint Goebel Mr. Dillon Wilburn Mr. Tom Daniel Board of Commissioners

TBPE Registration No. F-1378



Item VII.I.



March 31, 2020

Board of Commissioners c/o Adrian Gengo Brazoria Drainage District No. 4 4813 West Broadway Pearland, Texas 77581 cc: agengo@bdd4.org



Engineering Your Satisfaction

RE: Pomona Orchard Park Lane Street Dedication Phase 1 Plat BDD 4 Ref ID#: 20128 LE-20004

Dear Commissioners:

We have reviewed the recent submittal of the Final Plat as submitted for the above-mentioned project for the purpose of determining if additional access or drainage easements need to be dedicated in connection with the project.

Additionally, it is our understanding that District staff has visited the site for the purpose of evaluating maintenance and access on or through the tract on a go forward basis.

Finally, District personnel are handling the review of other administrative aspects of the plat which has been submitted to the District office.

Based upon our findings, we support a decision by the Board to approve the plat. If you have any questions or require any further information, please do not hesitate to call.

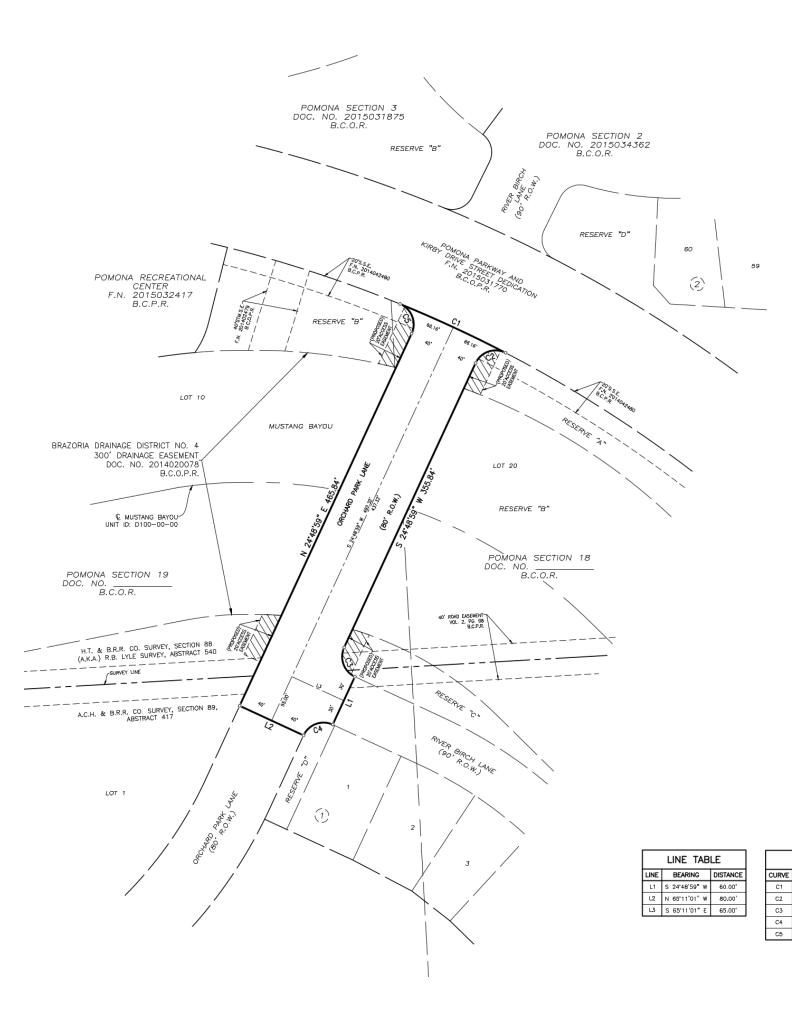
Sincerely, Lentz Engineering, LLC

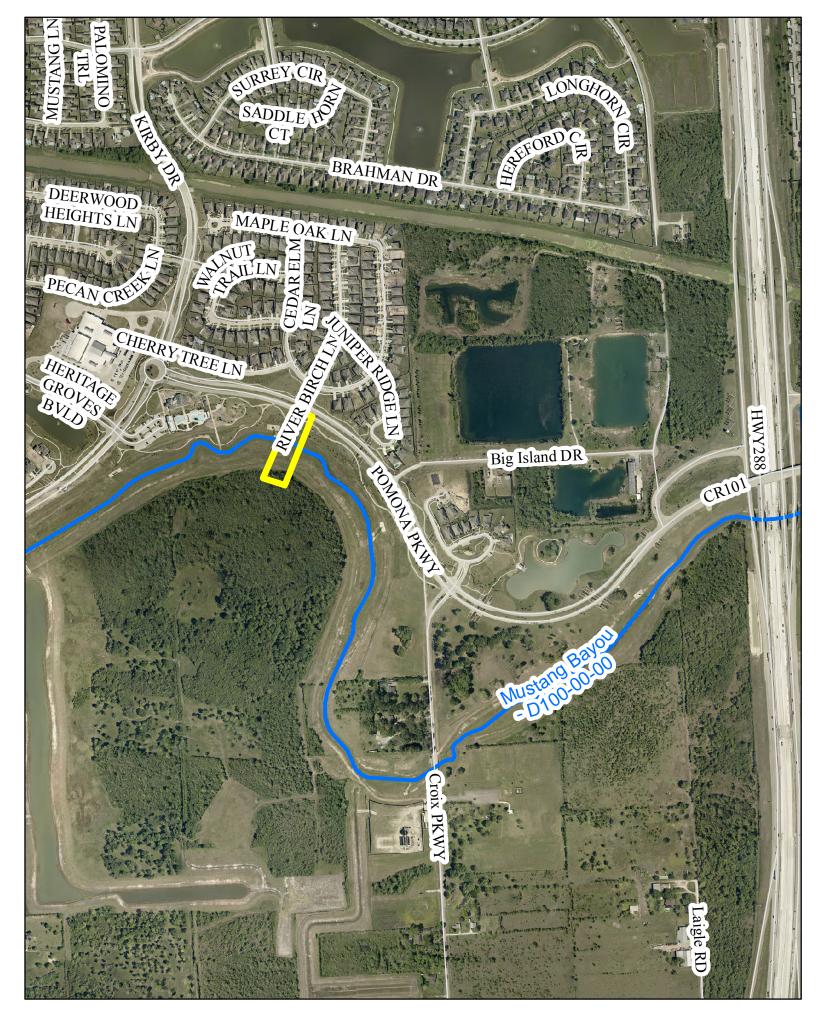
Jarrod D. Aden, P.E. President

cc: Mr. John Genaro Mr. Leigh Blumer Ms. Kimberley Woodall Ms. Sarah Roeber Mr. Dan Johnson, P.E. Ms. Elaine Graham Mr. Matt Hanks, P.E. Mr. Keith Monroe, R.P.L.S.

11511 N. Garden St. • Houston, Texas 77071 • Phone: (713) 839-8900 • Fax (713) 839-9020 • www.lentzengineering.net

TBPE Registration No. F-1378





Mr. Robert Booth, P.E. LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston, Texas 77042-3703 via email: rbooth@ljaengineering.com



Engineering Your Satisfaction

RE: Cedar Creek Lane Del Bello Subdivision FINAL Drainage Plan Approval BDD 4 Ref ID#: 19173 LE-20004

Dear Mr. Booth:

On behalf of Brazoria Drainage District No. 4, we have reviewed the second submittal of the Final Drainage Plan as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

This Drainage Plan is for a proposed street located North of Del Bello Lakes Boulevard and East of SH-288 (east of Keating Toyota).

Sheet 8 of the Drainage Plan shows that the existing detention within the development will provide detention at a rate of 0.65 acre-feet / acre.

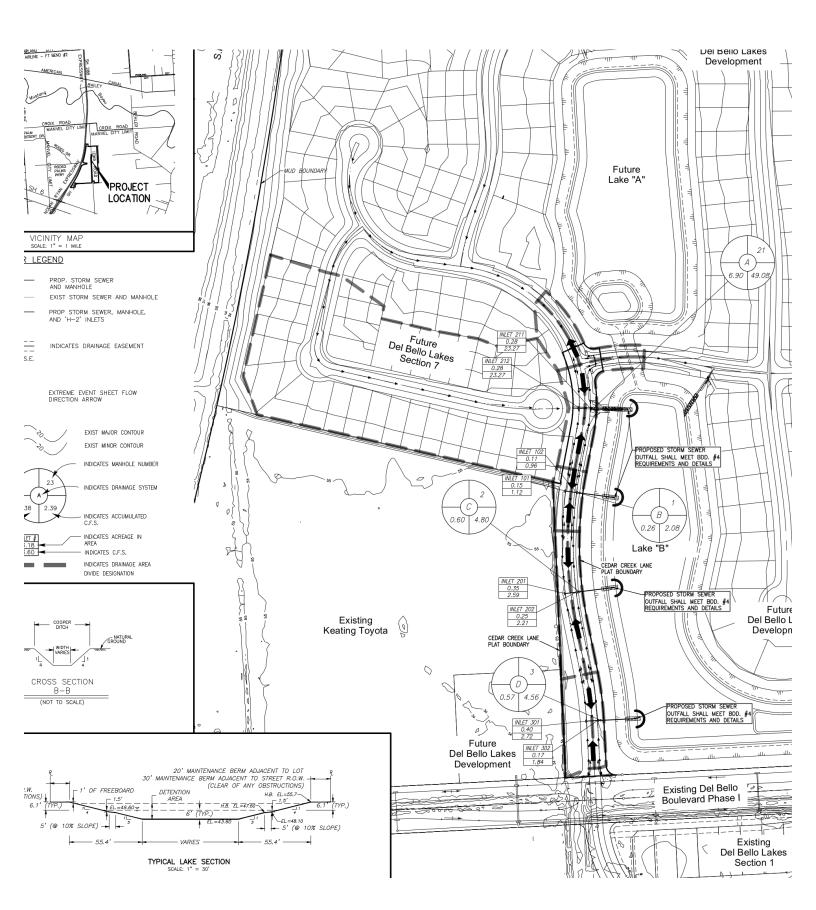
If you have any questions or require any further information, please do not hesitate to call.

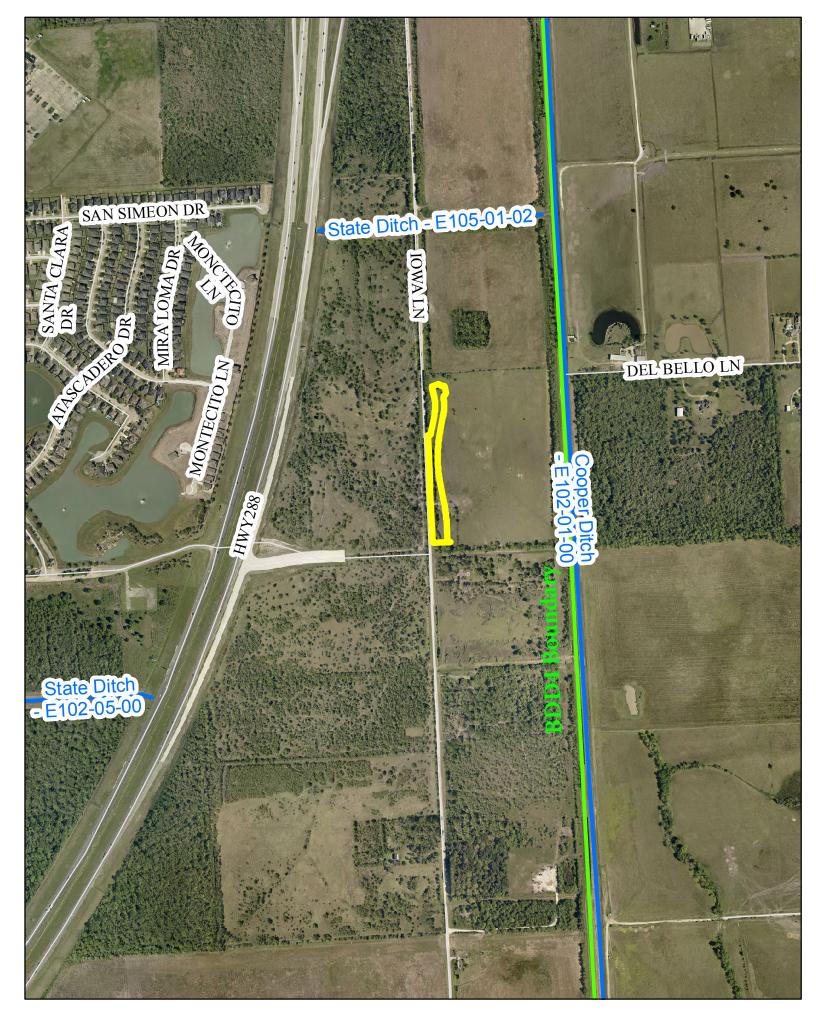
Sincerely, Lentz Engineering, LLC

Jarrod D. Aden, P.E. President

Item VII.K.

99





Mr. Rodney Slaton, P.E. Trinity Bay Engineering 911 South 8th Street La Porte, Texas 77571 rodney@trinitybayengineering.com



Engineering Your Satisfaction

RE: Mansion at Southfork Revised FINAL Drainage Plan (4) BDD 4 Ref ID#: 18152 LE-20004

Dear Mr. Slaton:

On behalf of Brazoria Drainage District No. 4, we have reviewed the fourth submittal of the Final Drainage Plan as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

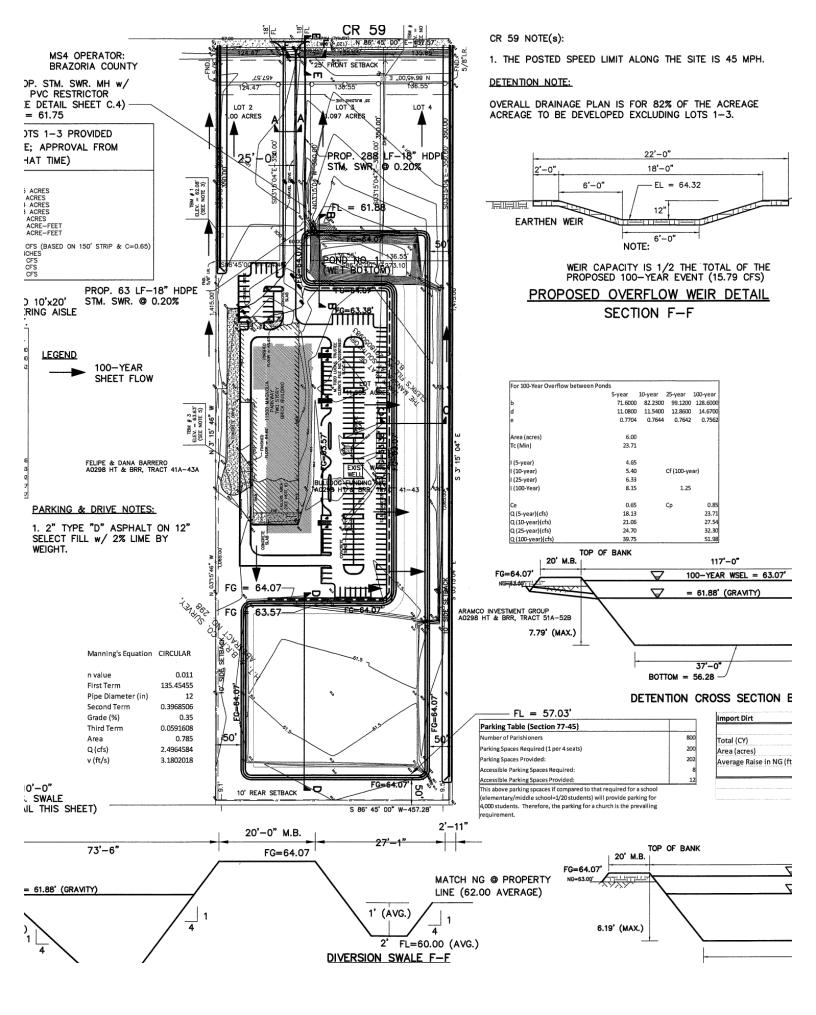
This Drainage Plan is for a proposed commercial development located on the South side of CR-58 and West of Kirby Drive.

Sheet 2 of the Drainage Plan shows that the detention pond will provide 5.80 acre-feet of detention mitigation for the 8.92 acres of impervious cover. The detention rate provided is 0.65 acre-feet / acre.

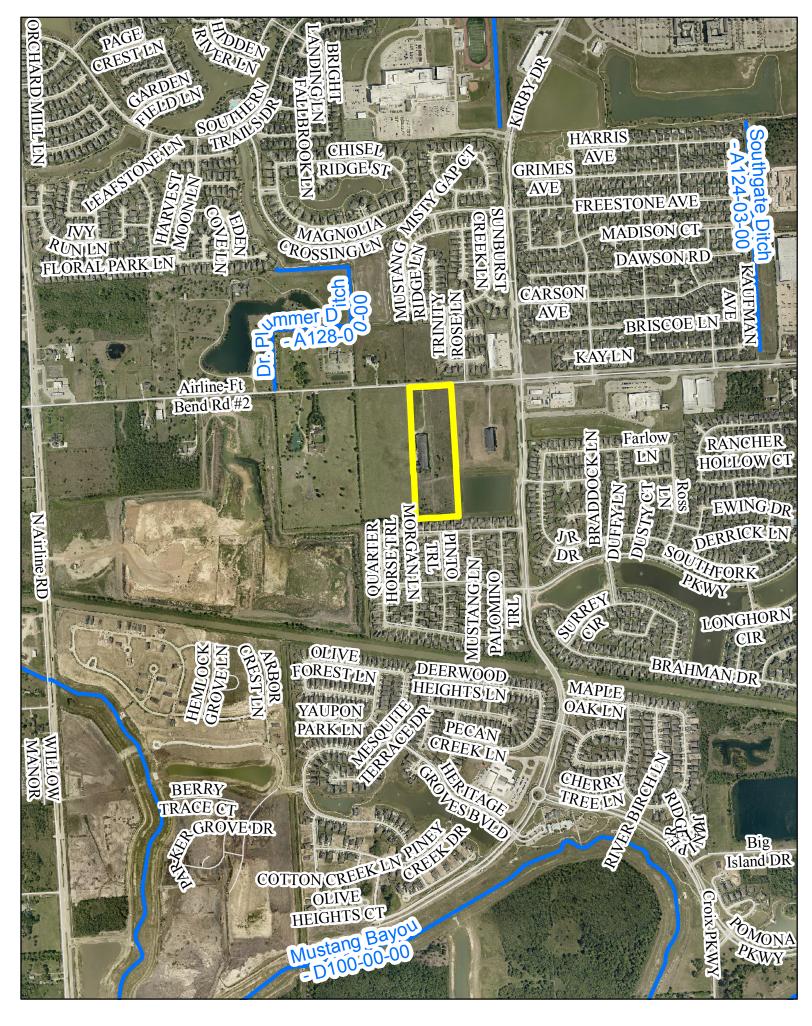
If you have any questions or require any further information, please do not hesitate to call.

Sincerely, Lentz Engineering, LLC

Jarrod D. Aden, P.E. President

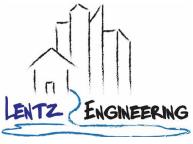


Item VII.L.



Item VII.L.

Mr. Robert Booth, P.E. LJA Engineering, Inc. 2929 Briarpark Drive, Suite 600 Houston, Texas 77042-3703 via email: rbooth@ljaengineering.com



Engineering Your Satisfaction

RE: Del Bello Detention and Drainage Phase II Drainage Plan (4) BDD 4 Ref ID#: 19203 LE-20004

Dear Mr. Booth:

On behalf of Brazoria Drainage District No. 4, we have reviewed the fourth submittal of the Final Drainage Plan as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

This Drainage Plan is for a proposed detention pond located on the East side of SH-288 near Del Bello Lakes Boulevard (Del Bello Subdivision).

This project proposes detention mitigation for future development. The rate of detention within this development is 0.65 ac-ft/ac.

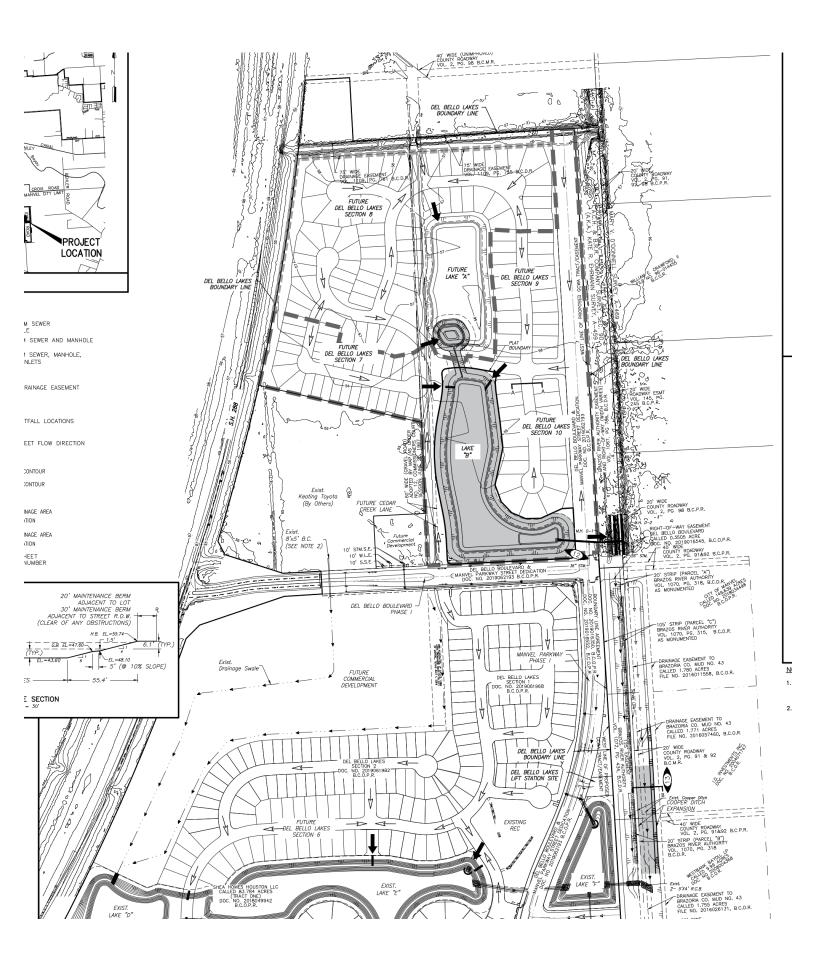
If you have any questions or require any further information, please do not hesitate to call.

Sincerely, Lentz Engineering, LLC

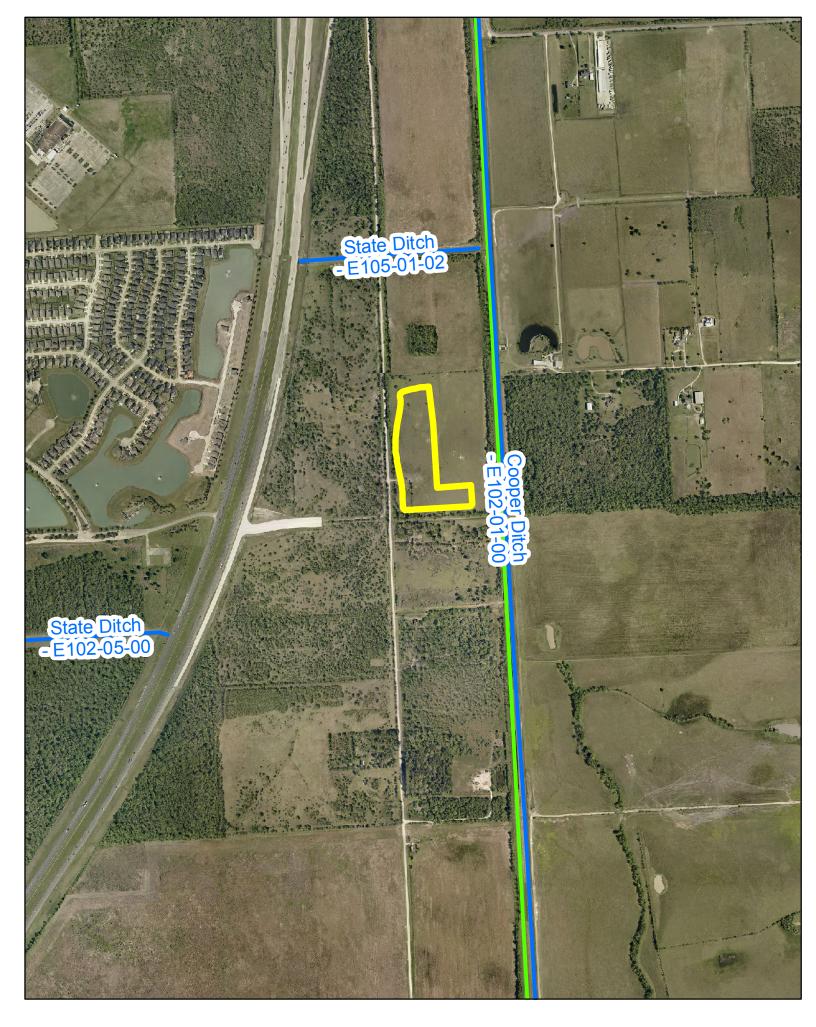
Jarrod D. Aden, P.E. President

cc: Mr. John Genaro Mr. Leigh Blumer Ms. Sarah Roeber Mr. Clint Goebel Mr. Dillon Wilburn Mr. Tom Daniel Board of Commissioners

TBPE Registration No. F-1378



Item VII.M.



Mr. Scott Sheridan, P.E., R.P.L.S. Daniel Scott Engineering, LLC P.O. Box 1549 Alvin, Texas 77512 cc: scott@danielscottengineering.com



Engineering Your Satisfaction

RE: 4211 Chance Lane FINAL Drainage Plan (2) BDD 4 Ref ID#: 20201 LE-20004

Dear Mr. Sheridan:

On behalf of Brazoria Drainage District No. 4, we have reviewed the second submittal of the Final Drainage Plan as submitted for the above-mentioned project and find it to be in conformance with the Rules, Regulations, and Guidelines of Brazoria Drainage District # 4.

This Drainage Plan is for a proposed commercial development located on the West side of SH-288 on the North side of Chance Lane.

Sheet 5 of the Drainage Plan shows the previously approved drainage plan which shows that detention is provided in the two existing detention ponds at the entrance to the development.

If you have any questions or require any further information, please do not hesitate to call.

Sincerely, Lentz Engineering, LLC

Jarrod D. Aden, P.E. President

