

**LOWER BRUSHY CREEK WCID
REGULAR CALLED MEETING OF THE BOARD OF DIRECTORS**

Ed Komandosky, President

Scott Ging, Vice President

Mike Schneider, Treasurer

Monica Masters, Secretary

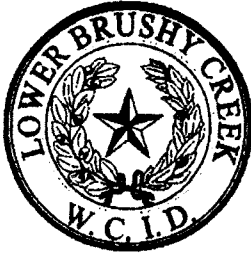
Allen David, Director

Notice is hereby given for a regular meeting of the Board of Directors of the Lower Brushy Creek WCID to be held on **Monday April 19, 2021 at 7:30 am** at the Greater Taylor Chamber of Commerce, 1519 North Main Street, Taylor, Texas and via **Zoom*** for the purpose of considering the following agenda items. The Board of Directors will meet, consider, deliberate and may take action on all agenda items.

Board Packet

- | | | |
|----|--|---------|
| 1. | Agenda | 2 pages |
| 2. | Consider the approval of meeting minutes: March 15, 2021 meeting | 2 pages |
| 3. | Consider the approval of financial reports: | |
| | a. Checking Account Register for March 2021 | 1 page |
| | b. Financial Report for Second Quarter of FY 21 | 1 page |
| | c. Investment Report for Second Quarter of FY 21 | 3 pages |
| 4. | Consideration and approval of a 12-month <i>Lease Agreement</i> | 2 pages |
| 5. | Consideration and approval of <i>FY 21 Budget Amendment #1</i> | 1 page |
| 6. | General Manager's Report | 2 pages |

APR 12 2021

Nancy E. Kuster
County Clerk, Williamson Co., TX

LOWER BRUSHY CREEK WCID
REGULAR CALLED MEETING OF THE BOARD OF DIRECTORS

Ed Komandosky, President
Scott Ging, Vice President
Mike Schneider, Treasurer
Monica Masters, Secretary
Allen David, Director

Notice is hereby given for a regular meeting of the Board of Directors of the Lower Brushy Creek WCID to be held on **Monday April 19, 2021 at 7:30 am** at the Greater Taylor Chamber of Commerce, 1519 North Main Street, Taylor, Texas and via **Zoom*** for the purpose of considering the following agenda items. The Board of Directors will meet, consider, deliberate and may take action on all agenda items.

To view, listen and/or participate in the meeting, you may log in at:

Topic: Lower Brushy Creek WCID - Board of Directors meeting - April 19, 2021

Time: Apr 19, 2021 07:30 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87476623567?pwd=c2RwaEZyZnZ6NjdRUU03NWRxVDlvZz09>

Meeting ID: 874 7662 3567

Passcode: 581584

One tap mobile

+13462487799,,87476623567#,,, *581584# US (Houston)

+16699006833,,87476623567#,,, *581584# US (San Jose)

Citizens Communications:

- Due to limitations on the number of people allowed in the building, members of the public will not be allowed to enter the Greater Taylor Chamber of Commerce during the meeting.
- Members of the public that desire to provide public comment may do so via Zoom during the Citizens Communications portion of the meeting (Agenda Item 2).
- Members of the public will be muted during all other portions of the meeting.

AGENDA

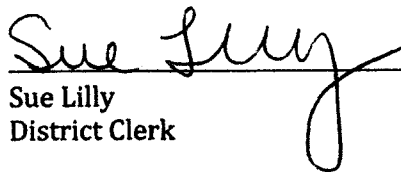
1. Welcome, Call to Order, and determination of a Quorum;
2. Citizens Communications: *an opportunity for the public to address the Board on agenda items or concerns not on the agenda (limited to 3 minutes each);*

3. Consider the approval of meeting minutes:
 - a. Regular meeting held on March 15, 2021.
4. Consider the approval of financial reports:
 - a. Checking Account Register for March 2021,
 - b. Financial Report for Second Quarter of FY 21 and
 - c. Investment Report for Second Quarter of FY 21.
5. Consideration and approval of a 12-month *Lease Agreement* with Heritage Office Suites, Inc. for office space located at 601 Quail Valley Drive, Georgetown, Texas 78626;
6. Consideration and approval of changing the official address of the WCID to 601 Quail Valley Drive, Georgetown, Texas 78626;
7. Consideration and approval of *FY 21 Budget Amendment #1* in the amount of \$8,500.
8. Consideration and approval of *Emergency Action Plan* for Sites 18, 20, 25, 29 and 32;
9. General Manager's Report;
10. Director's Comments; and
11. Adjournment.

"The Lower Brushy Creek Water Control & Improvement District Board of Directors reserves the right to adjourn into executive session at any time during the meeting to discuss any of the matters listed above, as authorized by Texas Local Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), and 551.087 (Deliberations regarding Economic Development Negotiations)."

CERTIFICATION

I certify that a copy of April 19, 2021 agenda of items to be considered by the Board of Directors of the Lower Brushy Creek WCID was posted before 5:00 pm on April 12, 2021.


Sue Lilly
District Clerk

* NOTE: The Board of Directors will be conducting a "Video Conference Open Meeting" as authorized by Governor Abbot on March 16, 2020.

Minutes of the March 15, 2021
Meeting of the Board of Directors of the Lower Brushy Creek WCID

In accordance with the Governor's emergency proclamation suspending certain provisions of the Texas Open Meetings Act effective March 16, 2020 in response to the COVID-19 virus, all persons, including Board members and members of the public may participate in the meeting remotely by videoconferencing using the instructions included on the posted agenda. Due to COVID-19 social gathering restrictions, all members of the public and the board may not physically enter the Greater Taylor Chamber of Commerce offices. Therefore, the meeting took place in person and on Zoom Videoconferencing.

President Ed Komandosky called the Regular Meeting of the Board of Directors of the Lower Brushy Creek WCID to order at 7:32am on Monday March 9, 2021 and announced that a quorum was present. Board Members present included Secretary Monica Masters, Treasurer Mike Schneider, Vice President Scott Ging and Director Allen David. Others present included General Manager Jim Clarno, Richard Stone and Tina McMartin and Rojin Tuladhar from engineering company Freese and Nichols. Online attendance included District Clerk Sue Lilly.

There were no citizen's communications

General Manager, Jim Clarno, presented for consideration and approval the January 18, 2021 meeting minutes. A motion was made by President Ed Komandosky to approve the meeting minutes as presented. The motion was seconded by Secretary Monica Masters and approved by a vote of 5-0.

Clarno presented for consideration and approval the following financial reports: Checking Account Register for January 2021 and Checking Account Register for February 2021. A motion was made by Director Allen David to approve the financial reports as presented. The motion was seconded by Vice President Scott Ging and approved by a vote of 5-0.

A presentation by Freese and Nichols of the 2021 annual inspection of dams was given with detailed information regarding repairs, maintenance needs and reclassification of several sites.

Clarno presented the annual review and consideration of changes to Financial Investment Policy. A motion was made by Secretary Masters to approve that there are no changes needed or warranted to the Financial Investment Policy as presented. The motion was seconded by Vice President Ging and approved by a vote of 5-0.

Clarno presented for consideration and approval the addition of a major erosion repair to the downstream side of Site 8 with TerraSol LLC in the amount of \$28,300. A motion was made by Treasurer Schneider to approve the addition of a major erosion repair at Site 8 as presented. The motion was seconded by Director David and approved by a vote of 5-0.

Clarno presented for consideration and approval of a grant from the Texas State Soil and Water Conservation Board for the upgrade to Lower Brushy Creek Site 18 for a total of \$3,643,110 (\$63,000 Total local share). A motion was made by Director David to approve the grant from TSSWCB for the upgrade to Site 18 as presented. The motion was seconded by Treasurer Schneider and approved by a vote of 5-0.

Clarno presented for consideration and approval of Task Order #5 with Freese & Nichols to prepare Emergency Action plans for Site 2, 3, 4A, 6, 7, 8, 9 and 10 in the Turkey Creek basin for the not-to-exceed price of \$18,325. A motion was made by Secretary Masters to approve the Task Order #5 with Freese & Nichols' Emergency Action plans as presented. The motion was seconded by Director David and approved by a vote of 5-0.

Clarno presented for consideration and approval of Task Order #2 with M&E Consultants to prepare Breach Analysis for sites 12, 13, 17, 20, 21, 22, 23, 24, 30, 31, 32 and 33 for the not-to-exceed price of \$135,966. A motion was made by Secretary Masters to approve the Task Order #2 with M&E Consultants' Breach Analysis as presented. The motion was seconded by Vice President Ging and approved by a vote of 5-0.

Clarno presented the General Manager's Report and there were no Director's Comments.

There being no further business, the meeting was adjourned without objection at 9:10 am.

Respectfully submitted:

Monica P Masters
Secretary

LOWER BRUSHY CREEK WCD
 FY 21 Account Register
 For the period ending March 31, 2021

Balance as of March 1, 2021

TexPool Acct (General Fund)
 TexPool Acct (Rainy Day Fund)
 City National Bank

\$478,056.70
 \$100,003.31
\$245,932.48

Total Funds Available

\$823,992.49

Income

03/11/21 TSSWCB - TerraSol
 various TexPool (General Fund)
 03/31/21 TexPool (General Fund)
 various TexPool (Rainy Day Fund)
 03/31/21 TexPool (Rainy Day Fund)

Maintenance \$7,140.00
 Tax Revenue- February \$8,825.89
 Interest Posted \$7.70
 Tax Revenue- February \$0.00
 Interest Posted \$1.55

Total Income

\$15,975.14

Expenses

03/01/21 1702 Freese & Nichols
 03/01/21 1714 Allen David
 03/01/21 Debit Card- Apple.Com Bill
 03/04/21 1698 Charles Fred Richter
 03/04/21 1716 HWH Industrial
 03/05/21 1703 RTS Connect LLC
 03/05/21 1713 Michael Schneider
 03/08/21 1701 M&E Consultants
 03/08/21 1708 Suddenlink
 03/09/21 1709 St. Peters Church of Coupland
 03/09/21 1715 Clarno Consulting
 03/11/21 1705 Sue Lilly
 03/15/21 1723 TerrSol LLC
 03/15/21 1724 TerrSol LLC
 03/17/21 1717 Clark Jackson PC
 03/22/21 1720 Hejl & Schroeder
 03/22/21 1721 Suddenlink
 03/30/21 1728 Michael Schneider
 03/31/21 1730 Williamson Central Appraisal Dist.

Engineering Services \$15,696.00
 Board Mtg Payments (x 4 months) \$400.00
 Microsoft package - annual renewal \$75.76
 Site 20 Rehab - 2nd year lease \$612.20
 Site 20 Rehab \$152,458.89
 Invoice (February) \$1,000.00
 Board Mtg Payment \$100.00
 Insurance \$42,027.45
 Office Internet and Installation \$241.81
 Memorial for Bob Rhoades \$50.00
 General Manager Fee \$3,250.00
 Invoice (February) \$230.00
 Operation and Maintenance \$3,400.00
 Operation and Maintenance \$3,400.00
 Accounting Services \$350.00
 Legal Services \$200.00
 Office Internet/Phone Services \$135.09
 Director's fee \$100.00
 \$711.00

Total Expenses

\$224,438.20

Balance as of 03/31/21

TexPool Acct (General Fund)
 TexPool Acct (Rainy Day Fund)
 City National Bank Acct

\$486,890.29
 \$100,004.86
\$28,634.28

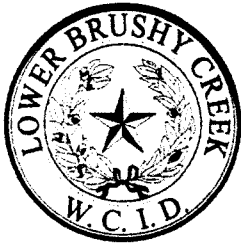
Total Funds Available

\$615,529.43

Prepared 04/06/21

LOWER BRUSHY CREEK WCID
Financial Statement
Second Quarter of FY 21

Description	1st Quarter	2nd quarter	Total to Date	FY 21 Budget (Approved)	% of budget
<u>INCOME</u>					
Tax Income	\$270,110.87	\$199,950.54	\$470,061.41	\$462,000.00	101.74%
TSSWCB Grants					
Maintenance Grants	\$0.00	\$7,140.00	\$7,140.00	\$226,800.00	3.15%
Repair Grants	\$0.00	\$0.00	\$0.00	\$1,169,500.00	0.00%
Rehabilitation Grants	\$343,598.51	\$174,587.04	\$518,185.55	\$817,600.00	63.38%
Total TSSWCB Grant Income	\$343,598.51	\$181,727.04	\$525,325.55	\$2,213,900.00	23.73%
Other Income					
Williamson County	\$0.00	\$0.00	\$0.00	\$0.00	
Permits, fees and interest	\$90.78	\$64.40	\$155.18	\$1,800.00	8.62%
Total Other Income	\$90.78	\$64.40	\$155.18	\$1,800.00	8.62%
TOTAL INCOME	\$613,800.16	\$381,741.98	\$995,542.14	\$2,677,700.00	37.18%
<u>EXPENSES</u>					
Administrative Expenses					
General Manager	\$12,000.00	\$6,000.00	\$18,000.00	\$36,000.00	50.00%
District Clerk	\$414.00	\$428.00	\$842.00	\$15,000.00	5.61%
Directors Fees	\$700.00	\$700.00	\$1,400.00	\$7,500.00	18.67%
Professional Services - Accounting	\$1,050.00	\$1,050.00	\$2,100.00	\$4,800.00	43.75%
Professional Services - Auditing	\$0.00	\$9,000.00	\$9,000.00	\$14,000.00	64.29%
Professional Services - Communciations	\$2,000.00	\$3,000.00	\$5,000.00	\$18,000.00	27.78%
Professional Services - Engineering/Surveying	\$0.00	\$57,723.45	\$57,723.45	\$2,000.00	2886.17%
Professional Services - Legal	\$2,440.00	\$400.00	\$2,840.00	\$10,000.00	28.40%
Professional Services - USGS	\$0.00	\$0.00	\$0.00	\$34,000.00	0.00%
Advertising/Legal Notices	\$1,909.50	\$231.00	\$2,140.50	\$4,000.00	53.51%
Bonds/Insurance	\$963.64	\$0.00	\$963.64	\$1,800.00	53.54%
Dues/Subscriptions/Prof Development	\$200.00	\$0.00	\$200.00	\$2,500.00	8.00%
Meals/Entertainment	\$0.00	\$79.83	\$79.83	\$500.00	15.97%
Office Supplies	\$208.13	\$452.66	\$660.79	\$800.00	82.60%
Postage/Delivery Charges	\$0.00	\$0.00	\$0.00	\$400.00	0.00%
Travel/Mileage	\$1,000.00	\$500.00	\$1,500.00	\$3,500.00	42.86%
Website	\$0.00	\$0.00	\$0.00	\$2,400.00	0.00%
Williamson Central Appraisal District	\$1,365.00	\$711.00	\$2,076.00	\$4,000.00	51.90%
Williamson County - Election Office	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Williamson County - Tax Collector/Assessor	\$4,266.08	\$0.00	\$4,266.08	\$4,800.00	88.88%
Misc. (5% contingency)	\$0.00	\$50.00	\$50.00	\$8,300.00	0.60%
Total Administrative Expenses	\$28,516.35	\$80,325.94	\$108,842.29	\$174,300.00	62.45%
Project Expenses					
Dam Maintenance	\$0.00	\$33,642.00	\$33,642.00	\$264,000.00	12.74%
Dam Repairs	\$108.24	\$0.00	\$108.24	\$1,172,315.00	0.01%
Dam Rehabilitation	\$343,077.31	\$155,940.22	\$499,017.53	\$830,000.00	60.12%
Other Projects	\$19,908.11	\$0.00	\$19,908.11	\$180,000.00	11.06%
Total Project Expenses	\$363,093.66	\$189,582.22	\$552,675.88	\$2,446,315.00	22.59%
TOTAL EXPENSES	\$391,610.01	\$269,908.16	\$661,518.17	\$2,620,615.00	25.24%



LOWER BRUSHY CREEK WCID
c/o USDA - Natural Resources Conservation Service
505 West University Avenue, Suite C
Georgetown, Texas 78626

Board of Directors

Edmond Komandosky
President

Scott Ging
Vice President

Monica P. Masters
Secretary

Mike Schneider
Treasurer and
Investment Officer

Allen R. David
Director

General Manager

James R. Clarno, P.E.
108 Trinity Lane
Georgetown, TX 78633
Cell: 512.517.7596
Email: jclarno.pe@att.net

Board Attorney

Ted W. Hejl
Hejl & Schroeder, PC
P.O. Box 192
311 Talbot Street
Taylor, Texas 76574
Office: 512.365.6348
FAX: 512.365.2226

LowerBrushyCreekWCID.com

TO: President and Member of the Board of Directors
FROM: Mike Schneider, Treasurer and Investment Officer
DATE: April 12, 2021
SUBJECT: Investment Report
Second Quarter of FY 21

Following please find the Second Quarter Investment Report for FY 21 as required by the *Public Fund Investment Act* (Chapter 2459 of the Texas Government Code, as amended by Chapter 2256) and the *Investment Policy* adopted by the Board of Directors of the Lower Brushy Creek WCID on June 10, 2019:

Fund	General	Rainy Day
Starting Book/Market Value	\$471,880.21	0.00
Total Deposits	\$199,950.54	100,000.00
Total Withdrawn	\$185,000.00	0.00
Interest Earned	\$59.54	4.86
Ending Book/Market Value	\$486,890.29	100,004.86
Trade Date	n/a	n/a
Maturity Date	n/a	n/a

If you have any questions, please contact Jim Clarno or myself.

Sincerely,

Mike Schneider,
Investment Officer



Custom Summary Statement

TENPOOL

[Deposit Reports](#) [Withdrawal Report Scheduler](#) [Transfer Report Access](#) [Multi Transaction Statements](#) [Vendor Payment Inquiry](#) [Update Profile](#) [Maintenance Change Location](#) [Logout](#)

TenPool Participant Services
 1001 Texas Ave, Ste 1150
 Houston, TX 77002

LOWER BRUSHY CREEK WCID
 ATTN JAMES R CLARNO
 C/O USDA-NRCS 505 W UNIVERSITY AVE
 STE C
 GEORGETOWN TX 78626

Statement Period 01/01/2021 - 03/31/2021
Customer Services 1-866-TEK-POOL
Location 0000796681

LOWER BRUSHY CREEK WCID - 07968100001									
01/01/2021-01/31/2021	Pool Name	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance	Average		
	TexPool	\$471,880.21	\$98,281.46	-\$10,000.00	\$34.85	\$560,196.52	\$51		
	Total Dollar Value	\$471,880.21	\$98,281.46	-\$10,000.00	\$34.85	\$560,196.52			
02/01/2021-02/28/2021	Pool Name	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance	Average		
	TexPool	\$560,196.52	\$92,843.19	-\$175,000.00	\$16.99	\$478,056.70	\$51		
	Total Dollar Value	\$560,196.52	\$92,843.19	-\$175,000.00	\$16.99	\$478,056.70			
03/01/2021-03/31/2021	Pool Name	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance	Average		
	TexPool	\$478,056.70	\$8,825.89	\$0.00	\$7.70	\$486,890.29	\$48		
	Total Dollar Value	\$478,056.70	\$8,825.89	\$0.00	\$7.70	\$486,890.29			
	Account Totals	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance			
	Pool Name	\$471,880.21	\$199,950.54	-\$185,000.00	\$59.54	\$486,890.29			
	TexPool	\$471,880.21	\$199,950.54	-\$185,000.00	\$59.54	\$486,890.29			
	Total Dollar Value	\$471,880.21	\$199,950.54	-\$185,000.00	\$59.54	\$486,890.29			

RAINY DAY FUND - 07968100002

RAINY DAY FUND - 07968100002									
02/01/2021-02/28/2021	Pool Name	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance	Average		
	TexPool	\$0.00	\$100,000.00	\$0.00	\$3.31	\$100,003.31	\$10		
	Total Dollar Value	\$0.00	\$100,000.00	\$0.00	\$3.31	\$100,003.31			
03/01/2021-03/31/2021	Pool Name	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance	Average		
	TexPool	\$100,003.31	\$0.00	\$0.00	\$1.55	\$100,004.86	\$10		
	Total Dollar Value	\$100,003.31	\$0.00	\$0.00	\$1.55	\$100,004.86			
	Account Totals	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance			
	Pool Name	\$100,003.31	\$100,000.00	\$0.00	\$4.86	\$100,004.86			
	TexPool	\$100,003.31	\$100,000.00	\$0.00	\$4.86	\$100,004.86			
	Total Dollar Value	\$100,003.31	\$100,000.00	\$0.00	\$4.86	\$100,004.86			

Grand Totals	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance
Pool Name	\$571,883.52	\$299,950.54	-\$185,000.00	\$64.40	\$586,895.15
TexPool	\$571,883.52	\$299,950.54	-\$185,000.00	\$64.40	\$586,895.15
Total Dollar Value					



LICENSOR
 Heritage Office Suites
 Georgetown
 Attn: Jeanette Sunday
 601 Quail Valley Drive, Georgetown, TX 78626
 512-377-9010 | info@heritageofficesuites.com

HERITAGE OFFICE SUITES BASIC TERMS

LICENSEE
 Lower Brushy Creek WCID
 ATTN: James R. Clarno
 108 Trinity Lane
 Georgetown, TX 78633

PHONE 512-517-7596
 EMAIL jim.clarno@att.net

BILLING CONTACT *(if not same as Licensee)*
 NAME
 EMAIL

INITIAL TERM *Member Initials* _____
 Start Date May 1, 2021
 Notice Date February 28, 2022
 End Date April 30, 2022
 Term 12 Months

WORKSPACE(S)		Office Number <i>(if applicable)</i>	Monthly Discount	Monthly Recurring Rate
1	Private Office	112	\$850.00 <i>Monthly Discount of</i>	\$750.00

SERVICES INCLUDED	
2	Furniture Package
2	Fast and Secure Internet Connection
2	Personalized Reception Services
2	24/7 Access to Meeting Rooms/Day Offices
2	Online Meeting Room Booking
2	Unlimited Café Access
2	Access to Social Events

DUE UPON AGREEMENT EXECUTION	
Programming and Installation	\$450.00
Services Retainer	\$750.00
Services Retainer on File	
First Month's Fee	\$750.00
Sales Tax	To Be Billed
Total Due*	\$1,950.00

Member Initials _____ Date _____

MONTHLY FEE SCHEDULE	
Term	Monthly Fees *
05/01/2021 to 04/30/2022	\$750.00

* Excludes sales, use and/or other applicable tax.

Heritage Office Suites License Agreement

This Office Use Agreement ("Agreement") between Heritage Office Suites, Inc. ("Heritage" or "Licensor") and Client ("Licensee") (collectively the "Parties") is a revocable grant of privileges to use assigned office space, common areas, parking, and to request and receive, based upon availability at the time of request, office services that Licensor may provide with or without cost to Licensee at Licensor's sole discretion as to services offered, hours of availability, and billable cost to Licensee. Licensee may not sub-lease or otherwise assign rights in this Agreement without written authorization of Licensor, which shall not be unreasonably withheld. THIS AGREEMENT IS NOT A LEASE FOR OFFICE SPACE AND DOES NOT GRANT ANY RIGHTS IN REAL ESTATE OR UNDER LANDLORD/TENANT LAW. IT IS MERELY A REVOCABLE LICENSE TO USE OFFICE SPACE AND AVAILABLE OFFICE SERVICES.

1. Office Use Restrictions

1.1 Licensee may use office space(s) assigned to Licensee by Licensor. If no office space is assigned, Licensee is to make use of available office space and meeting rooms at the discretion of the Licensor and at the prevailing rate. Use of unassigned, empty office space(s) may result in pro-rated license fees for the time of use. Licensor retains the right to relocate Licensee, at Licensor's expense, to similarly sized or larger office space at the same street address at Licensor's convenience and at the license fee arrangement in force at the time of reassignment. Office space usage is restricted to use as an office solely for the benefit of Licensee. Non-standard office equipment must be pre-approved by Licensor in writing prior to installation and/or use.

1.2 Unless otherwise advised in writing, Licensee and Licensee's guests must adhere to all Premises Rules and Regulations ("Rules"). Changes to Rules are made at the discretion of the Licensor. Licensor retains the right to enforce an immediate cessation of Licensee's access to the premises and parking lot if necessary, in Licensor's opinion, to maintain a safe and productive work environment.

1.3 Licensee improvements to office space must be pre-approved by Licensor in writing and shall remain with the improved office space for the benefit of Licensor if office space is vacated or the Agreement is terminated. Licensee may not use any hard-wired telecommunications equipment or wiring not installed by Licensor and may not install or modify hard-wired telecommunications equipment or wiring. Licensee may also not change any locks or add additional locking mechanisms to secure any office space.

1.4 Upon any termination of this Agreement, Licensee agrees to vacate the Office and cease all use of the space and services. Furthermore, Licensor will not be responsible for providing any further services. On or before the Notice Date, Licensee agrees to give Licensor notice of intent to terminate this Agreement or to renew it. Any renewal will only be upon such terms or conditions as both parties may agree in writing. In the event Licensee fails to provide such notice, this Agreement will automatically renew for a Term equal in time to the original Term and upon the same terms and conditions as this Agreement; provided, the Monthly Fee will be the then applicable Monthly Fee for the Office and Services, and the Monthly Fee may be higher than those previously applicable. In the event an office has been assigned and Licensee notifies Licensor of intent to vacate the Office and fail to do so on or before the End Date, the terms of this Agreement and the license granted will continue on a month-to-month basis at the then applicable Monthly Fee for the Office (based on a month-to-month term) and services, and the Monthly Fee may be higher than those previously applicable; Licensee will be liable for any damages resulting from failure to vacate the Office.

2. Office Services

2.1 Setup services for each office space shall only be provided by Licensor. Licensee agrees to pay all applicable set-up fees prior to the time such services are rendered.

2.2 Licensee may, at Licensor's sole discretion, make certain Office Services available to Licensee either as a courtesy or fee-based service. Services offered and hours of availability are determined by Licensor and may be discontinued or modified by Licensor without prior notice. Licensee assumes the responsibility for errors in work services performed by Licensor supplied personnel, and work performed or produced by Licensor operated or maintained equipment and hereby indemnifies Licensor for damages incurred by Licensee or third parties as a result of such errors.

2.3 Mail shall be delivered to the premises and distributed to Licensees by the Licensor within the premises. Licensee agrees to not forward their mail through any mail forwarding instruction or form provided to the US Post Office or its employees or contractors. Licensee acknowledges that the filing of such a form can disrupt mail services to other Licensees and to the Licensor. The Licensee acknowledges that it is their sole responsibility to notify all parties of the termination of the use of your office, address and/or phone and facsimile number.

2.4 Notwithstanding the foregoing and any other term of this Agreement to the contrary, in the event the Heritage is required by law, including any local, state, federal or governmental authority, to suspend the provision of services and/or access to the Facility, fees due to Heritage shall not be suspended, and shall be due and payable as set forth below.

3. Fees

3.1 Licensee agrees to pay all invoiced charges on or before the 15th of the month. Licensee further agrees to pay late fees of five percent (5%) the total balance owed, or such lower maximum rate as permitted by law if not paid by due date payable with or without any written notice by Licensor. Licensee agrees to pay all cost and expenses including reasonable attorneys' fees associated with the collection of any delinquent debt owed by Licensee to Licensor.

3.2 Licensee agrees that the Services Retainer will not be used as payment for Monthly Fees. In the event Licensee defaults in the performance of any of the terms of this Agreement, Licensor may immediately and without prior notice, use, apply or retain the whole, or any part, of the Services Retainer for the payment of Monthly Fees, any service fee or any other payment due, or for payment of any other sums due by reason of default. If, upon termination of this Agreement, Licensee has fully and faithfully complied with all the terms and provisions of this Agreement, remitted all amounts due and payable, and surrendered all keys, access cards, building passes and all other property provided, the Services Retainer or any remaining balance, will be returned within 45 days; provided, however, Licensee agrees to pay for repainting and cleaning the carpets in each Office used at a cost not to exceed the Services Retainer.

4. Damages to Premises by Licensee & Insurance Coverage

4.1 Licensee agrees to pay all costs associated with the repair of damage caused to premises by Licensee's activities or any act or omission of Licensee or Licensee's guests that does not, in the opinion of the Licensor, constitute normal wear and tear. Licensee further agrees to compensate Licensor for any costs incurred as a result of loss of use of any office space, parking space, common space, or equipment or related supplies associated with damage caused by the Licensee.

4.2 Licensor retains the right to inspect, repair, and improve office space assigned to Licensee as Licensor deems necessary. Licensor retains the right to show assigned office space to prospective clients and shall make reasonable efforts to not disrupt the business activities of Licensor.

4.3 Licensee assumes all risk to any loss of personal property of Licensee and Licensee's agents, employees, contractors, and guests on the premises and agrees to maintain insurance to cover the risk of such loss. Licensee agrees to hold Licensor harmless from such losses and indemnify Licensor from such losses by Licensee's employees, agents, contractors, and guests. Licensee waives all claims for recovery against Licensor and Licensor's agents, employees, officers, directors, and assigns for damage to personal property required to be insured under the terms of this Agreement and waives any claim for recovery. Licensee waives all claims for recovery against Licensor and Licensor's agents, employees, officer, directors, and assigns of damage to personal property in excess of their insured value.

4.4 Licensee agrees that should office space become unusable or unsuitable due to damage not caused by Licensee or Licensee's agents, contractors, employees, and guests, Licensor may, at Licensor's discretion, elect to move Licensee to similar or larger office space until repairs can be completed or terminate the Agreement if repairs cannot render the office space usable or suitable for Licensee within three (3) months. If repairs can be completed within three (3) months but similar or larger office space is not available, Licensor may choose to repair the office space and abate the rent for the period of time the office space is unusable or unsuitable to the Licensee.

5. Liability and Indemnification

5.1 LICENSEE SHALL INDEMNIFY AND HOLD LICENSOR AND LICENSOR'S AFFILIATES, AGENTS, ASSIGNS, DIRECTORS, EMPLOYEES, MEMBERS, OFFICERS, PARTNERS, AND SHAREHOLDERS HARMLESS FOR ANY ACT OR OMISSION RESULTING IN DIRECT OR INDIRECT DAMAGES WHETHER ACTUAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR SPECIAL THAT ARISE FROM THE USE OF THE OFFICE SPACE OR OFFICE SERVICES BY LICENSEE OR LICENSEE'S AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, MEMBERS, OFFICERS, PARTNERS, AND SHAREHOLDERS.

5.2 LICENSEE AGREES THAT NEITHER LICENSOR NOR LICENSOR'S AFFILIATES, AGENTS, ASSIGNS, DIRECTORS, EMPLOYEES, MEMBERS, OFFICERS, PARTNERS, OR SHAREHOLDERS SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES WHETHER

ACTUAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR SPECIAL THAT ARISE OUT OF LICENSOR'S FAILURE TO PROVIDE ACCESS TO OR THE USE OF OFFICE SPACE, OFFICE SERVICES, PARKING, ELECTRICITY, HEAT, AIR CONDITIONING, OR WATER AND FURTHER INCLUDING ANY INTERRUPTION TO THE BUSINESS OF LICENSEE OR ANY THIRD PARTY RESULTING THEREFROM OR BODILY OR MENTAL INJURY TO LICENSEE OR LICENSEE'S AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, GUESTS, MEMBERS, OFFICERS, PARTNERS, AND SHAREHOLDERS, OR DAMAGE TO PERSONAL PROPERTY OF LICENSEE OR LICENSEE'S AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, GUESTS, MEMBERS, OFFICERS, PARTNERS, AND SHAREHOLDERS UNLESS SUCH DAMAGE IS PROXIMATELY CAUSED BY LICENSOR'S GROSS NEGLIGENCE AND WILLFUL CONDUCT.

6. Termination by Default

6.1 Licensee shall be in default if (a) Licensee fails to timely pay any invoice issued by Licensor; (b) Licensee violates any provision of this Agreement and the violation is not cured within five (5) days after written notice of such violation is mailed to the Licensee or delivered to Licensee's office space; (c) Licensee makes any assignment of assets for the benefit of its creditors; or (d) Licensee appears, in the opinion of Licensor, to be unable to meet its financial obligations under this Agreement. The Licensor's failure to declare a default for any of the conditions set forth herein shall not be deemed a waiver of the Licensor's right to declare future defaults.

6.2 In event of default, Licensor may terminate this Agreement at will and without notice to Licensee and all amounts owed by Licensee to Licensor shall be immediately due and payable; Licensee herein grants to Licensor a lien on the contents of Licensee's office space in the event of default which may, at Licensor's discretion, be deemed abandoned and be sold or held.

6.3 Licensee agrees to pay all costs and expenses, including reasonable attorneys' fees incurred in connection with the enforcement of this Agreement or the collection of any amounts owed hereunder, for any declaratory relief sought by Licensor, or for any action to preserve Licensor's rights under this Agreement.

7. Solicitation of Licensor's Employees Prohibited

7.1 Licensee agrees to not, without Licensor's prior written authorization, directly or indirectly, individually or on behalf of any other person, entice or induce any employee or agent of the Licensor to leave the employment of the Licensor for the purpose of working for the Licensee while under Agreement with Licensor or for a period of one year after agreement terminates. Enticement includes engaging in any sort of contact with a Licensor employee or agent for the purpose, directly or indirectly, of causing the Licensor's employee or agent to leave the employ of the Licensor. Licensee further agrees that the damage to Licensor caused by a breach of the provision would be extremely difficult to quantify, therefore Licensee agrees to pay to Licensor liquidated damages equal to the annual salary of the affected employee or agent.

8. Other Provisions

8.1 This writing, and the Basic Terms accompanying this Agreement, represents the entire agreement between the parties and supersedes all prior agreements. This Agreement may not be amended except by a writing evidencing the parties' approval of the amendment and bearing the authorized signatures of Licensee and Licensor. All waivers must be in writing, identify with particularity the rights being waived, and signed by the party waiving rights. Failure of the Licensor to enforce any right under law or this Agreement shall not be deemed a waiver of rights by the Licensor. The correction of any act or omission by Licensee shall not be deemed to cure any default by Licensee. Licensee agrees that venue is only proper in the jurisdiction where the premises are located. Licensee further agrees that the laws of the state where the premises are located shall govern this Agreement and all disputes between the parties. Licensee agrees that if any provision herein is held invalid or unenforceable by a court of competent jurisdiction, the remaining parts shall remain in effect unless the striking of the provision frustrates the purpose of this Agreement.

8.2 This Agreement is subordinate to any Agreement between the Licensor and the holder of rights in real property or a mortgage interest to the premises. This Agreement shall terminate immediately should the Licensor's operations cease at the premises where Licensee has licensed the use of office space. Signatory for Licensee affirms that he/she has sufficient actual authority to enter into this Agreement on behalf of Licensee, that Licensee has sufficient financial resources to perform its contractual obligations to Licensor, and that Licensee has not defaulted on any mortgage, prior lease, or prior license for the use of office space. Licensee agrees to maintain and protect all security measures to the premises, including keys, magnetic cards, and access codes. Loss of such security measures shall be immediately reported to Licensor.

8.3 The Licensee agrees to obtain all certificates, permits, and licenses required by statute, code, regulation, or ordinance for the Licensee to occupy and conduct business from their office space and to hold Licensor harmless from Licensee's failure to obtain such documentation and approvals. Licensee further agrees to not bring hazardous waste onto the premises and to minimize the use hazardous substances to those necessary for ordinary and customary for the functioning of a business office and to keep all hazardous substances contained and secured. Licensee agrees to report all spills and office space contamination from hazardous substances to Licensor immediately. Licensee agrees to compensate Licensor for any environmental remediation needed due to a spill or other contamination caused by Licensee or Licensee's guests.

8.4 Written notices required under this Agreement shall be delivered to Licensee at the Licensee's address of record. Changes to the Licensee's address of record must be immediately reported to the Licensor. Notices delivered to an old address due to Licensee's failure to provide a current address of record shall be deemed delivered under this Agreement.

8.5 Licensor makes no guarantee as to the accuracy of stated dimensions of any office space. Licensee is responsible to determine if office space size is suitable prior to entering into this Agreement. Licensee may not install or place signage on or in the office building without prior approval of Licensor. Licensor has the right to regulate the placement, size, type, and aesthetics of signage. Licensor also has the right to restrict the number and type of vehicles Licensee and Licensee's agents and employees may park in the premises parking lot. Large commercial vans and trucks may only be parked in the parking lot with pre-approval of Licensor and may be assigned spaces at the Licensor's discretion.

8.6 Terms not otherwise defined in this Agreement shall have their ordinary and customary meaning unless defined in a supplemental writing attached hereto. This Agreement is assignable without notice to the Licensee and at the will of the Licensor.

LICENSEE

By: _____

Title: _____ Date: _____

HERITAGE OFFICE SUITES, INC.

By: _____

Title: _____ Date: _____

PERSONAL GUARANTEE OF LICENSEE'S OBLIGATIONS: Guarantor personally guarantees Licensee's performance under this Agreement and hereby waives all defenses related to a material alteration of the underlying Agreement by the Parties.

By: _____ Date: _____

LOWER BRUSHY CREEK WCID
FY 21 - Budget Amendment #1
April 21, 2021

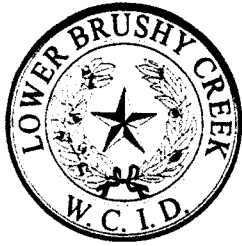
Background: The General Manager recommends that the WCID open its own office. NRCS has limited the WCID space in its office complex and has also limited our access to that space. This has severely limited the ability of the General Manager and District Clerk to effectively manage the WCID. The recommended location is in Georgetown near the NRCS office.

From/To	Description	Amount
From	Professional Services - USGS gauge maintenance	\$8,500.00
To	Office - rental/deposits (New budget line item)	\$6,500.00
To	Office - furniture/equipment (New budget line item)	\$2,000.00

Approved by the Board of Directors on April 19, 2021.

By:

Ed Komandosky, President



LOWER BRUSHY CREEK WCID
c/o USDA – Natural Resources Conservation Service
505 West University Avenue, Suite C
Georgetown, Texas 78626

MEMORANDUM

TO: President Komandosky and
Members of the Board of Directors

FROM: Jim Clarno *JCL*

DATE: April 12, 2021

SUBJECT: General Manager's Report

Administration

- The WCID has its own box in the Community Mail Box that serves the building at 505 W University Blvd in Georgetown. All of our mail has previously been delivered to NRCS.
- NRCS office is still limiting WCID access, so staff has evaluated alternative locations. It is recommended that a 12-month lease at 621 Quail Drive be approved by the Board

Dam Operation & Maintenance

- TerraSol has begun spring O&M and has completed wood brushy removal, herbicide application and the major repair at Site 8. Fertilizer application, spot spraying, reseeding, and other spring maintenance will be completed within the next 2-4 weeks. .

Capital Improvements

- Site 20 Rehab – HWH Industrial finished all lime processing, rock rip-rap installation and placement of top-soil on the work areas on Saturday, March 6th. Fencing is nearly complete and should be completed this week. Work remaining includes removal of construction trailer and equipment, sprigging and final clean-up. Fred Richter will provide fertilizer, sprigging and mulching. Rain-to-Rent will provide temporary irrigations services and is scheduled to be on-site on April 19th.
- Site 12 and 22 Repair projects – Solid Bridge Construction is over 50% complete at Site 12. The front slope has been reshaped and about 2/3 of the rock rip-rap has been placed. The re-shaping of the auxiliary spillway has been started. The damaged tailpipe has been repaired and will be slip-lined later this month. The contractor should begin mobilization at Site 22 in a week or two.

President Komandosky and Members of the Board

April 12, 2021

Page two

- Site 18 Upgrade – a study for the Texas Historical Commission has been completed. The plans are being finalized now that HDR has received review comments from NRCS and TCEQ. The WCID will still need to provide documentation that it has (1) sufficient land rights to complete the project, (2) completed an Emergency Action Plan for the site and (3) sufficient funds for its local match. Final meetings with landowners are being scheduled.

HB 1606

- The Upper Brushy Creek WCID proposed legislation that it "is not required to comply with municipal regulations regarding the construction, maintenance, rehabilitation or removal of dams." Komandosky and Clarno met via Zoom with Mayor and City Manager of Taylor. The City encouraged us to be included in the legislation. Komandosky and Clarno then communicated those recommendations to the Board President and General Manager of the Upper Brushy Creek WCID to see if they would be willing to amend their draft legislation. They were opposed to that unless the LBC agreed to pay for much of their lobby work over this last year. The Lower Brushy Creek WCID can present our own bill next session.

Other

- Clarno met with County Judge, the Precinct 4 Commissioner and the Emergency Management Coordinator of Milam County to update them on our activities and plans.
- Representatives from the US Geological Survey will be making a presentation next meeting on their gauges.
- Meetings and related activities early next year:
 - Upcoming Board meetings on May 17th and June 21st.
 - A special Board meeting regarding landrights for Site 18 may be called before the May Board meeting.