



LOWER BRUSHY CREEK WCID
Regular Called Meeting of the Board of Directors
On Monday September 12, 2022 at 7:30am

Edmond S Komandosky, President
Scott Ging, Vice President
Mike Schneider, Treasurer
Monica Masters, Secretary
Allen R David, Director

Notice is hereby given for a regular called meeting of the Board of Directors of the Lower Brushy Creek WCID to be held on **Monday September 12, 2022 at 7:30 am** at the Greater Taylor Chamber of Commerce, 1519 North Main Street, Taylor, Texas 76574 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

- Agenda 2 pages
- Consider approval of meeting minutes
Regular called meeting minutes of July 25, 2022 2 pages
- Consider approval of financial reports:
Account Register for July 2022 1 page
Account Register for August 2022 1 page
- Consideration and approval of Order levying taxes for the Tax
Year 2022 2 pages
- Consideration and approval of FY 23 Budget 4 pages
- Consideration and approval for Contract for Professional Services
with RTS Connect 3 pages
- Consideration and approval for Contract for Professional Services
with Ancira Strategic Partners LLC 2 pages
- Consideration and approval of Modification/Change Order No 1
with TerraSol 2 pages
- Consideration and approval for 2 Task Orders re: WCID's EAP
with Freese & Nichols 8 pages
- Consideration and approval to execute a Join Funding Agreement
for FY 23 with USGS (US Dept of the Interior) 4 pages
- Consideration and approval to execute Applications for Federal
Assistance for grant funds from USDA 6 pages

SEP 07 2022



LOWER BRUSHY CREEK WCID
Regular Called Meeting of the Board of Directors

Nancy E. Roster
 County Clerk, Williamson Co TX

Edmond S Komandosky, President
Scott Ging, Vice President
Mike Schneider, Treasurer
Monica P Masters, Secretary
Allen R David, Director

JAD
 11:56

Notice is hereby given for a regular called meeting of the **Board of Directors of the Lower Brushy Creek WCID** to be held on **Monday, September 12, 2022 at 7:30 am** at the **Greater Taylor Chamber of Commerce**, 1519 North Main Street, Taylor, Texas 76574 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.

AGENDA

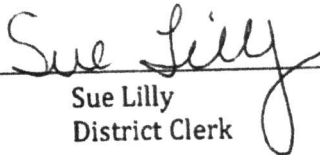
1. Welcome, Call to Order, and determination of a Quorum;
2. Citizens Communications - *an opportunity for the public to address the Board on agenda items or concerns not on the agenda (limited to 3 minutes each);*
3. Consider approval of Minutes for the *Regular Called Meeting held on July 25, 2022;*
4. Consider approval of Financial Reports:
 - a. *Account Register for July 2022; and*
 - b. *Account Register for August 2022.*
5. Presentation by General Manager of the proposed FY 23 Budget and the proposed tax rate for the tax year 2022;
6. Consideration and approval the President executing an Order levying taxes for the Tax Year 2022;
7. Consideration and approval of FY 23 Budget;
8. Presentation by landowners and possible discussion of the easement and land values associated with the Site 18 Upgrade;
9. Consideration and approval of the General Manager to execute an updated Contract for Professional Services with RTS Connect, LLC for communications services;
10. Consideration and approval of the General Manager to execute a *Contract for Professional Services* with Ancira Strategic Partners, LLC for communications services;
11. Consideration and approval of the General Manager to execute a *Modification/Change Order No. 1* extending the current contract with TerraSol, LLC for FY 23 and increasing the *Schedule for Unit Prices* by 5%;
12. Consideration and approval of the General Manager to execute two Task Orders regarding the completion and implementation of the WCID's Emergency Action Plan ("EAP") with Freese & Nichols for:
 - a. Preparing and submitting breach analysis, inundations maps and report for Sites 18, 20 and 32 which were rehabilitated in the not-to exceed amount of \$45,214; and
 - b. Reviewing and submitting dam-specific data prepared by M&E Consulting for the remaining 10 sites, managing a table-top exercise as required and finalizing and implementing the final EAP in the not-to-exceed amount of \$46,600.

13. Consideration and approval of the General Manager to execute a Joint Funding Agreement for FY 23 with the U. S Geological Services to maintain the rainfall/water level gauge at Site 25 and install and maintain similar gauges at Sites 18, 20, 29 and 32 for the total amount of \$148,750;
14. Consideration and approval of the President to execute *Applications for Federal Assistance* for grant funds from the USDA – Natural Resources Conservation Service for the rehabilitation of Sites 25 and 29;
15. Consideration and discussion of the General Manager's report and update;
16. Executive Session as authorized by Section 551.072 (Deliberations regarding Real Property) of Chapter 551, Title 5 of the Texas Local Government Code: easements and land values associated with the LBC Site 18 Upgrade project);
17. Reconvene to open session to take action, if any, on matters discussed in the Executive Session;
18. Directors Comments, and
19. 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 the above Notice of Regular Called Meeting and Public Hearing to be considered by the Board of Directors of the Lower Brushy Creek WCID was posted on September 7, 2022.


Sue Lilly
District Clerk

Minutes of the July 25, 2022
Meeting of the Board of Directors of the Lower Brushy Creek WCID

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 July 25, 2022 and announced that a quorum was present. Board members present included Vice President Scott Ging, Secretary Monica Masters and Director Allen David. Others present included, General Manager Jim Clarno, Communications Consultant Richard Stone, District Clerk Sue Lilly and Board Attorney Ted Hejl.

There were no citizens communications.

General Manager, Jim Clarno, presented for consideration and approval the June 20, 2022 Regular Called Meeting Minutes. A motion was made by Vice President Scott Ging to approve the meeting minutes as presented. The motion was seconded by Director Allen David and approved by a vote of 4-0.

Clarno presented for consideration and approval of the following Financial Reports: Checking Account Register for June 2022, Quarterly Financial Report for the 3rd Quarter FY 22 and the Quarterly Investment Report for the 3rd Quarter FY 22. A motion was made by Director David to approve the financial reports as presented. The motion was seconded by Vice President Ging and approved by a vote of 4-0.

Clarno presented for consideration and approval to enter into an agreement to authorize Maxwell, Locke and Ritter, LLP to perform auditing services for the FY 22 for a not-to-exceed amount of \$16,000. A motion was made by Secretary Monica Masters to approve the agreement as presented. The motion was seconded by Director David and approved by a vote of 4-0.

Clarno presented for consideration and approval to appointment a new investment officer for the WCID, effective October 1, 2022. A motion was made by Vice President Ging to appoint Monica Masters as the Investment Officer, subject to completing the Texas Public Finance Investment Act Training. The motion was seconded by Director David and approved by a vote of 4-0.

Clarno presented for consideration and approval of Amendment No. 2 to Contract Number LBRUSHY18-ESF-548-21 from the Texas State Soil and Water Conservation Board to increase the budget for the upgrade to Lower Brushy Creek Site 18. A motion was made by Secretary Masters to approve Amendment No. 2 as presented. The motion was seconded by Director David and approved by a vote of 4-0.

Clarno, presented the first reading of the Proposed Budget for FY 23. No action was taken

Clarno presented for consideration and possible action to approve the first reading of Ordinance #2022-01- An Order Levying Taxes for the Maintenance and Operation of the Lower Brushy Creek WCID. A motion was made by Secretary Masters to approve Ordinance #2022-01 with the maximum tax rate allowed by the Williamson County Tax Collector/Assessor. The motion was seconded by Vice President Ging and approved by a vote of 4-0.

Clarno presented for consideration and approval of FY 24 Board of Directors Election Guidelines. A motion was made by Secretary Masters to approve the FY 24 Board of Directors Election Guidelines as presented. The motion was seconded by Director Allen and approved by a vote of 4-0.

Clarno presented for consideration and approval of Partial Release of Easements along FM 1466 east of Coupland and downstream from Site 32 to the Texas Department of Transportation. A motion was made by Vice President Ging to approve the Partial Release of Easements as presented. The motion was seconded by Secretary Masters and approved by a vote of 4-0.

Clarno presented Agency Reports, there were no actions taken.

Clarno presented for consideration and discussion, the General Manager's Report and Update. There were not actions taken.

There were no other director's comments

There being no further business, the meeting was adjourned without objection at 8:25am.

Respectfully submitted:

Monica P Masters
Secretary

Lower Brushy Creek WCID
 FY 22 Account Register
 For the period ending
 July 31, 2022

Balance as of 07/01/22
 TexPool Acct (General Fund) \$562,389.65
 TexPool Acct (Rainy Day Fund) \$200,377.99
 City National Bank \$23,665.77
Total Funds Available \$786,433.41

Income

07/08/22	Transfer Texpool to Checking	\$90,000.00
07/15/22	TSSWCB	\$143,388.50
07/20/22	Transfer Texpool to Checking	\$30,000.00
various	TexPool (General Fund)	\$2,034.08
07/31/22	TexPool (General Fund)	\$618.33
07/31/22	TexPool (Rainy Day Fund)	\$258.82
	Total Income	\$266,299.73

Expenses

07/05/22	1921	RTS Connect	\$1,000.00
07/06/22		Office Depot	\$148.97
07/08/22		Transfer from Texpool to Checking	\$90,000.00
07/11/22	1919	Sue Lilly	\$420.00
07/11/22	1925	Clark L Jackson PC	\$350.00
07/14/22	1926	Heritage Office Suites	\$1,027.95
07/15/22	1842	Larry Drayou	\$120.00
07/15/22	1931	Freese & Nichols	\$4,519.88
07/15/22	1933	Freese & Nichols	\$2,175.00
07/19/22	1928	RTS Connect	\$1,000.00
07/19/22	1932	M&E Consultants	\$77,656.29
07/20/22	1929	Greater Taylor Chamber of Commerce	\$500.00
07/20/22		Transfer from Texpool to Checking	\$30,000.00
07/21/22	1927	Sue Lilly	\$280.00
07/22/22		4lmpriint.com	\$608.22
07/26/22	1938	Southern Infrastructure Group LLC	\$141,691.75
07/27/22	1935	TerraSol	\$15,358.40
07/27/22	1937	Clarno Consulting	\$6,500.00
		Total Expenses	\$373,356.46

Balance as of 07/31/22
 TexPool Acct (General Fund) \$445,042.06
 TexPool Acct (Rainy Day Fund) \$200,636.81
 City National Bank Acct \$33,697.81
Total Funds Available \$679,376.68

Prepared 08/05/2022

Balance as of 08/01/22

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

\$445,042.06
 \$200,636.81
 \$33,697.81

Total Funds Available

\$679,376.68

Income

08/25/22 Registration for Federal Grants
 various TexPool (General Fund)
 08/31/22 TexPool (General Fund)
 08/31/22 TexPool (Rainy Day Fund)

\$597.00
 \$2,419.18
 \$820.67
 \$368.53

Total Income

\$4,205.38

Expenses

08/02/22 1936 Hejl & Schroeder
 08/08/22 1934 Freese & Nichols
 08/15/22 1941 Clark L Jackson PC
 08/16/22 1940 Heritage Office Suites
 08/17/22 1843 Charles Schneider
 08/17/22 1844 TW Ford LP
 08/18/22 Registration for Federal Grants
 08/19/22 1942 RTS Connect LLC
 08/24/22 1939 Sue Lilly
 08/31/22 1943 Clarno Consulting LLC

Legal Services \$1,900.00
 Invoice 1339478 \$1,795.75
 Accounting Services \$350.00
 Rent \$979.00
 Site 18 Lease \$150.00
 Site 18 Lease \$1,200.00
 Debit Card Purchase \$597.00
 Communications/Media Consulting \$1,000.00
 District Clerk Services (July) \$280.00
 General Managers Fee and Car Allow \$6,500.00

Total Expenses

\$14,751.75

Balance as of 08/31/22

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

\$448,281.91
 \$201,005.34
 \$19,543.06

Total Funds Available

\$668,830.31

**ORDINANCE #2022-01
ORDER**

**AN ORDER LEVYING TAXES FOR THE TAX YEAR 2022 FOR THE
MAINTENANCE AND OPERATION OF THE LOWER BRUSHY CREEK
WATER CONTROL & IMPROVEMENT DISTRICT**

BE IT ORDERED BY THE BOARD OF THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT:

I.

That there is hereby levied and there shall be collected for the maintenance and operation of the LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, for the Tax Year 2022, upon all property within the corporate limits of said District subject to taxation, real, personal, and mixed, a tax rate of 1.7374 cents (\$0.017374) on each One Hundred Dollars (\$100.00) valuation of property. THIS TAX WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL RAISE TAXES (FOR MAINTENANCE AND OPERATIONS) ON A \$253,670 HOME BY APPROXIMATELY \$3.26 AND A PERCENTAGE OF INCREASE OF APPROXIMATELY 7.99%.

II.

The Board hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Order was adopted was posted and that such meeting was open to the public as required by law at all time during which this Order and the subject matter hereof was discussed, considered, and formally acted upon as required by the Open Meetings Act, Chapter 551, Texas Local Government Code, as amended.

READ and APPROVED on this the 12th day of September 2022.

By: _____
Edmond S. Komandosky
Board President

ATTEST:

By: _____
Monica P. Masters
Board Secretary

LOWER BRUSHY CREEK WCD
FINAL FY 23 BUDGET
As of 9/7/22

BUDGET SUMMARY	FY 21 Budget (Approved)	FY 22 Budget (As amended)	FY 23 Budget (Proposed)
<u>INCOME</u>			
Property Tax Income	\$462,000.00	\$570,000.00	\$730,000.00
TSSWCB ¹ Maintenance Grants	\$226,800.00	\$21,000.00	\$220,105.00
TSSWCB ¹ Repair Grants	\$1,169,500.00	\$208,477.50	\$0.00
TSSWCB ¹ Rehabilitation/Upgrade Grants	\$817,600.00	\$3,815,532.00	\$0.00
Other Income	\$1,800.00	\$600.00	\$6,000.00
TOTAL INCOME	\$2,677,700.00	\$4,615,609.50	\$956,105.00
<u>EXPENSES</u>			
Administrative	\$136,800.00	\$216,900.00	\$210,200.00
Engineering	\$207,500.00	\$215,000.00	\$310,564.00
Dam Maintenance	\$264,000.00	\$250,000.00	\$515,900.00
Dam Repairs	\$1,172,315.00	\$214,000.00	\$50,000.00
Dam Rehabilitation/Upgrade	\$830,000.00	\$3,790,000.00	\$0.00
TOTAL EXPENSES	\$2,610,615.00	\$4,685,900.00	\$1,086,664.00
SURPLUS/DEFICIT (09/30/23)	\$67,085.00	-\$70,290.50	-\$130,559.00

GENERAL NOTES REGARDING THE PROPOSED FY 23 BUDGET

Income

Assessed valuation (AV) is increased from \$3.0 to \$4.4 billion

Property tax rate is decreased from 1.9139 cents to 1.7374 cents per \$100 AV

Maintenance grants from TSSWCB will include funds for re-fencing 3 sites

No new major repair, rehabilitation nor upgrade projects are scheduled to be funded by the TSSWCB in FY 23

Expenses

Administrative expenses

do not include any new full time or part time employees

Engineering expenses

do include funds to complete and implement the **Emergency Action Plans** for all 23 dams

do include a **Table Top Exercise** of the Emergency Action Plan as required by TCEQ

do include a USGS water level/rain gauge at Site 29 located downstream of Samsung site

do include USGS water level/rain gauges at Sites 32, 20 and 18 (rehabilitation/upgrades completed)

Dam maintenance expenses reflect the WCD's emphasis to reduce deferred maintenance

Dam repairs reflect repair projects funded by the WCD

No new major repair, rehabilitation nor upgrade projects will be funded by the TSSWCB in FY 23

Notes:

1. TSSWCB is the Texas State Soil and Water Conservation Board

LOWER BRUSHY CREEK WCID
FINAL FY 23 BUDGET
As of 9/7/22

ADMINISTRATIVE INCOME AND EXPENSES	FY 21 Budget (Approved)	FY 22 Budget (As amended)	FY 23 Budget (Proposed)
ADMINISTRATIVE INCOME			
Property Tax Income	\$462,000.00	\$570,000.00	\$730,000.00
Other Income			
Permits, fees and interest	\$1,800.00	\$600.00	\$6,000.00
Total Other Income	\$1,800.00	\$600.00	\$6,000.00
TOTAL ADMINISTRATIVE INCOME	\$463,800.00	\$570,600.00	\$736,000.00
ADMINISTRATIVE EXPENSES			
Administrative/Engineering Expenses			
General Manager (incl accounts payable)	\$36,000.00	\$72,000.00	\$72,000.00
District Clerk	\$15,000.00	\$15,000.00	\$15,000.00
Directors Fees (12 regular + 3 special meetings)	\$7,500.00	\$7,500.00	\$7,500.00
Professional Services - Accounting	\$4,800.00	\$4,800.00	\$4,800.00
Professional Services - Auditing	\$14,000.00	\$15,500.00	\$16,000.00
Professional Services - Communciations / Consulting Fees	\$18,000.00	\$18,000.00	\$25,000.00
Professional Services - Communciations / Other expenses			\$8,000.00
Professional Services - Legal	\$10,000.00	\$12,000.00	\$15,000.00
Advertising/Legal Notices	\$4,000.00	\$6,000.00	\$10,000.00
Bonds/Insurance	\$1,800.00	\$2,000.00	\$2,200.00
Dues/Subscriptions/Prof Development	\$2,500.00	\$2,500.00	\$3,000.00
Meals/Entertainment	\$500.00	\$500.00	\$750.00
Office - Rental/deposits	\$6,500.00	\$10,000.00	\$14,000.00
Office - Furniture/equipment	\$2,000.00	\$1,000.00	\$500.00
Office - Supplies	\$800.00	\$2,500.00	\$2,500.00
Postage/PO Box/Delevery Charges	\$400.00	\$600.00	\$600.00
Travel/Mileage	\$3,500.00	\$6,400.00	\$6,500.00
Website	\$2,400.00	\$2,400.00	\$1,200.00
Williamson Central Appraisal District	\$4,000.00	\$4,000.00	\$4,500.00
Williamson County - Election Office	\$0.00	\$20,000.00	\$0.00
Williamson County - Tax Collector/Assessor	\$4,800.00	\$5,200.00	\$5,400.00
Misc. (5% contingency)	\$8,300.00	\$21,000.00	\$10,750.00
TOTAL ADMINISTRATIVE EXPENSES	\$136,800.00	\$216,900.00	\$210,200.00
ENGINEERING EXPENSES			
Professional Services - Engineering/Surveying			
<i>General (incl map updates)</i>	\$2,000.00	\$0.00	\$5,000.00
<i>Inspection of all dams (incl principal spillways)</i>	\$40,000.00	\$30,000.00	\$25,000.00
<i>Breach maps for rehabilitated sites</i>	\$50,000.00	\$75,000.00	\$45,214.00
<i>Emergency Action Plan update and Table Top Exercise</i>	\$40,000.00	\$30,000.00	\$46,600.00
<i>Other (fencing and repairs)</i>	\$50,000.00	\$40,000.00	\$40,000.00
Total Engineering/Surveying	\$182,000.00	\$175,000.00	\$161,814.00
Professional Services - USGS			
<i>Gauge installation (4)</i>	\$25,500.00	\$40,000.00	\$140,500.00
<i>Gauge maintenance (1)</i>			\$8,250.00
Total USGS	\$25,500.00	\$40,000.00	\$148,750.00
TOTAL ENGINEERING SERVICES	\$207,500.00	\$215,000.00	\$310,564.00

LOWER BRUSHY CREEK WCID
FINAL FY 23 BUDGET
As of 9/7/22

GRANT INCOME AND PROJECT EXPENSES	FY 21 Budget (Approved)	FY 22 Budget (As amended)	FY 23 Budget (Proposed)
<u>GRANT INCOME</u>			
TSSWCB¹ Maintenance Grants			
Maintenance (90% state/10% local)	\$216,000.00	\$20,000.00	\$194,310.00
Maintenance (5% admin fee)	\$10,800.00	\$1,000.00	\$25,795.00
Total TSSWCB Maintenance Grants	\$226,800.00	\$21,000.00	\$220,105.00
TSSWCB¹ Repair Grants			
Sites 12 & 22 - construction ² (95% state/5% local)	\$1,119,100.00	\$199,500.00	
Sites 12 & 22 - project management/land rights (4.5% of const)	\$50,400.00	\$8,977.50	
Total TSSWCB Repair Grants	\$1,169,500.00	\$208,477.50	\$0.00
TSSWCB¹ Rehabilitation/Upgrade Grants			
Site 20 - rehabilitation (100% federal and state/0% local)	\$200,000.00		
Site 20 - project management/land rights (100% grants/0% local)	\$10,000.00		
Site 18 - upgrade to High Hazard ^{3,4} (98% state/2% local)	\$588,000.00	\$3,704,400.00	
Site 18 - project management/land rights (3.0% of const)	\$19,600.00	\$111,132.00	
Total TSSWCB Rehabilitation/Upgrade Grants	\$817,600.00	\$3,815,532.00	\$0.00
TOTAL GRANT INCOME	\$2,213,900.00	\$4,045,009.50	\$220,105.00
<u>PROJECT EXPENSES</u>			
Dam Maintenance			
Grant funded maintenance (incl 10% match)	\$240,000.00	\$20,000.00	
Grant funded fence replacements (incl 10% match)		\$0.00	\$215,900.00
Other (non-grant funded maintenance and fencing)	\$24,000.00	\$230,000.00	\$300,000.00
Total Dam Maintenance	\$264,000.00	\$250,000.00	\$515,900.00
Dam Repairs			
Site 12/22 - construction ² (incl 5% local match)	\$1,121,915.00	\$210,000.00	
Site 12/22 - project management/legal/land rights	\$50,400.00	\$4,000.00	
Other (non-grant funded repairs)			\$50,000.00
Total Dam Repairs	\$1,172,315.00	\$214,000.00	\$50,000.00
Dam Rehabilitation			
Site 20 - rehabilitation (incl 0% match)	\$200,000.00		
Site 20 - project management/legal/land rights	\$10,000.00		
Site 18 - upgrade to high hazard stds ^{3,4} (incl 2% match)	\$600,000.00	\$3,780,000.00	
Site 18 - project management/legal/land rights	\$20,000.00	\$10,000.00	
Total Dam Rehabilitation/Upgrade	\$830,000.00	\$3,790,000.00	\$0.00
TOTAL PROJECT EXPENSES	\$2,266,315.00	\$4,254,000.00	\$565,900.00

Notes:

1. TSSWCB is the Texas State Soil and Water Conservation Board
2. Repairs to Sites 12 and 22 were completed in the fall of 2021
3. Upgrade (rehabilitation) of Site 18 was completed in the spring of 2022
4. No new major projects are scheduled to be funded by the TSSWCB in FY 23

**LOWER BRUSHY CREEK WCID
FINAL FY 23 BUDGET
As of 9/7/22**

Williamson Central Appraisal District
Tax Year 2022 Certified Appraisal Roll Information
As of July 21, 2022

Lower Brushy Creek WCID FY 23 Tax Rate		0.017374
	Total taxable value within Lower Brushy Creek WCID	Property Tax Revenue
Total Certified Taxable Assessed Valuation (100% Receivable)	\$4,169,196,660	\$724,356
Total Taxable Valuation still being evaluated by Williamson Central Appraisal Board Review (Estimated 60% Receivable)	\$222,026,615	\$23,145
Maximun Expected FY 23 Tax Revenue		\$747,501

at 98% collection	\$732,551.15
Recommended	\$730,000.00

RTS CONNECT

MAKE YOUR POINT | STAY ON POINT

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made between the Lower Brushy Creek Water Control and Improvement District ("District") and RTS Connect LLC ("Consultant") for the rendering of professional communication consulting services related to the District, collectively referred to as ("Parties").

TERMS

TERMS. This Contract is effective upon execution through September 31, 2020. It may be renewed at the expiration of this Contract upon the written consent of both Parties. Either party may terminate this Contract at any time prior to its expiration upon thirty (30) days' advance written notice.

SCOPE. Consultant, by and through its employees and agents, agrees to act as consultant with respect to public and media relations, marketing strategy, consulting on transparency efforts, and messaging related to the District. The District and Consultant shall collaborate on and adjust specific Scope of Work and Deliverable details periodically (see below "General Scope of Work").

COMPLIANCE WITH LAWS. Consultant agrees to comply with all applicable laws and regulations.

PRICE. The District will pay to Consultant a retainer of \$1,200 (1,200 and No/100 Dollars) for each calendar month during the term of this Contract. The first such payment becomes due within ten (20) days following the execution of this agreement and subsequent payments are to become due on the first day of each month thereafter. Should, in Consultant's opinion, the District require activity outside the agreed upon Scope of Work, the District and Consultant shall negotiate the cost and scope of the additional work in advance. In the event this Contract is terminated prior to the expiration of its term as set forth in paragraph 1, the retainer shall be pro-rated as of the date of termination.

CONFIDENTIALITY. The information furnished by the District to Consultant shall be treated as confidential and Consultant shall not disclose such information to any other person except as is consistent with the scope of Consultant's services as contemplated herein or as the District may otherwise consent.

CONFLICTS OF INTEREST. By executing this Contract, the District recognizes that the representation of the District is not exclusive to the representation of other clients by Consultant. At the making of this Contract, Consultant warrants that no actual conflicts exist between the interests of the District and any other existing clients. To the extent that any conflict arises between the interests of the District and any other client or potential clients, both Parties agree that Consultant shall notify and consult with the District regarding any actual conflict that would, in the judgment of Consultant, affect his ability to discharge his obligations as consultant to the District. Upon such consultation and determination of the existence of an actual conflict regarding any other client, Consultant agrees to accord priority to the interests of the District and reject representation of any other party that would lead to a conflict unless the District consents in writing. Consultant, its employees and agents shall at all times maintain the highest ethical standards in the performance of the services hereunder for the District.

GOVERNANCE; WAIVER OF JURY. This Contract shall be governed by the laws of the State of Texas. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Contract. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived.

ENTIRE AGREEMENT. This Contract constitutes the entire Contract and understanding between the Parties, and any amendment thereto shall be in writing signed by both Parties.

RTS CONNECT

MAKE YOUR POINT | STAY ON POINT

BINDING EFFECT. This Contract shall be binding on and inure to the benefit of the Parties, their respective successors and assigns as allowed in this Contract. No other persons or entities may enforce this Contract or claim any benefits under this Contract except as allowed by this Contract. There are no oral agreements between the Parties hereto with respect to the subject matter hereof.

ASSIGNMENT. The Parties shall not assign this Contract or all or any part of its rights and obligations arising under this Contract except as allowed by this Contract.

NOTICE. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) business days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below; or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for the District, to: Attn: JAMES CLARNO, General Manager
Lower Brushy Creek Water Control and Improvement District
P.O. Box 467
Georgetown, Texas 78627

If intended for the RTS Connect, LLC: Attn: RICHARD STONE, Principal Consultant
RTS Connect, LLC
1306 Cecelia Street
Taylor, Texas 76574

INTERPRETATION. Regardless of which party prepared the initial draft of this Contract, this Contract shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

APPLICABLE LAW. This Contract is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

SEVERABILITY. In the event any provisions of this Contract are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Contract shall not be affected. It is also the intention of the Parties of this Contract that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Contract which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

PARAGRAPH HEADINGS. The paragraph headings contained in this Contract are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

NO THIRD-PARTY BENEFICIARIES. This Contract is not intended to confer any rights, privileges or causes of action upon any third-party.

NO JOINT VENTURE. It is acknowledged and agreed by the Parties that the terms of this Contract are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.

COUNTERPARTS. The Parties agree that this Contract may be executed in multiple counterparts which, taken together, shall form the Contractual agreement of the Parties.

RTS CONNECT

MAKE YOUR POINT | STAY ON POINT

AUTHORITY. The person signing this Contract warrants that he is authorized to sign this Contract on behalf of the respective signatory.

GENERAL SCOPE OF WORK

Establish a reputation for transparency (media relations).

Place articles in local media, on the District's website and on social media that detail routine District business including time and place of all District meetings; items to be discussed/action to be contemplated; report the results of District meetings; promote District board elections; detail budgets; and announce budget hearings.

Deliverables:

Place agendas, agenda packets, meeting announcements, budgets, budget explainers, and articles detailing the result of meeting action items on the District's website, linked to the District's social media channels. Submit press releases as needed to local press (Taylor Press). Submit budget explainer press release to same.

Tell the District's story (public relations).

Show how the district is spending tax dollars; illustrate how tax revenue is leveraged for grant funding; create high profile events around board elections, check presentations, ribbon cuttings for completed projects. Take the Story on the road to government, civic club and chamber meetings, at local business expos, festivals and anywhere else the District can capture attention and increase visibility.

Deliverables:

- Prepare print advertising, videos, brochures and other collateral as needed.
- Plan and execute one high profile event each year.
- Oversee production of required assets (video, photography, map enlargements, printed media, etc.) for use online and in person, and monitor the overhaul of the District's website for a more satisfactory user experience.
- Build social media audience through postings.

AGREED AND ACCEPTED:

LOWER BRUSHY CREEK WCID

By: JAMES CLARNO, General Manager

Date:

and

RTS CONNECT LLC

By: RICHARD STONE, Principal Consultant

Date:

CONTRACT FOR PROFESSIONAL SERVICES

This contract is made the 1st day of September 2022, between Lower Brushy Creek WCID ("LBC") and Ancira Strategic Partners, LLP ("Firm") for the rendition of public affairs consulting services related to the LBC Public Affairs Agenda.

TERMS

1. This contract is effective for the period from September 1, 2022 through June 30, 2023. It may be renewed at the expiration of this contract upon the written consent of both parties. Either party may terminate this contract upon thirty (30) days' prior written notice to the other party.
2. Firm, by and through Jesse Ancira, Jr. and other employees and agents, agrees to act as consultant with respect to various activities (including, but not limited to public affairs and public relations activities) related to LBC and to Texas state government actions affecting its flood control program. The specified consulting services by Firm shall include development and implementation of strategies and programs relating to the Public Affairs Agenda of LBC, including, but not limited to, serving as a lobbyist for LBC before the Texas state government. This contract specifically excludes from compensated work any involvement in campaigns or fundraising activities; any such activities, if any, are strictly voluntary on Firm's part and are not part of the compensation contemplated under this contract.
3. Firm agrees to make all necessary registrations and reports with all applicable state and federal authorities, and agrees to comply with all applicable federal, state, and local laws and regulations.
4. Firm will devote the number of hours reasonably necessary to fulfill the spirit and purpose of this contract.
5. LBC will engage FIRM based on a total retainer of \$10,000.00 (TEN THOUSAND AND NO/100 DOLLARS) for the period of this agreement, with monthly payments of \$1,000.00 (ONE THOUSAND AND NO/100 DOLLARS) to be paid out each calendar month for the period September 1, 2022 through June 30, 2023.
6. The information furnished by LBC to Firm shall be treated as confidential.

7. By executing this contract, LBC recognizes that the representation of LBC is not exclusive to the representation of other clients by Firm. At the making of this contract, Firm warrants that no actual conflicts exist between the interests of LBC and any other existing clients. To the extent that any conflict arises between the interests of LBC and any other client or potential clients, both parties agree that Firm shall notify and consult with LBC regarding any actual conflict that would, in the judgment of Firm, affect its ability to discharge the Firm's obligations as consultant to LBC. Upon such consultation and determination of the existence of an actual conflict regarding any other client, Firm agrees to accord priority to the interests of LBC and reject representation of any other party that would lead to a conflict unless LBC consents in writing.

8. This contract constitutes the entire agreement and understanding between the parties, and any amendment thereto shall be in writing signed by both parties.

9. This contract shall be governed by the laws of the State of Texas.

EXECUTED in multiple originals this the 12th day of September, 2022

Lower Brushy Creek WCID

Jesse Ancira, Ancira Strategic Partners, LLP

James R Clarno, P.E.
General Manager

COPY TO:
Colby Nichols

**LOWER BRUSHY CREEK WCID
FY 22 ANNUAL OPERATION, MAINTENANCE AND RELATED SERVICES
Modification/Change Order No. 1**

Date: September 12, 2022
Contract Number: LBC-FY22-01
Location: Williamson County, Texas

BACKGROUND

The OWNER and the CONTRACTOR entered into a Contract for **FY 22 ANNUAL OPERATION, MAINTENANCE AND RELATED SERVICES** on October 18, 2021, and

Said Contract allows for an extension of the terms and conditions of said Contract for a second year if both parties agree upon an updated Schedule for Unit Prices, and

The OWNER and the CONTRACTOR have agreed to a 5% increase in the Unit Prices for FY 23.

DESCRIPTION OF MODIFICATION

1. Remove the FY 22 Schedule for Unit Prices contained in the Contractor's bid and replace with the attached FY 22 and FY 23 Schedule for Unit Prices.
2. The OWNER will compensate the CONTRACTOR using the FY 23 Schedule for any work performed during FY 23, and
3. The revised termination date for the contract will be September 30, 2023.

APPROVAL OF MODIFICATION/CHANGE ORDER No. 1

TerraSol, LLC (Contractor)

Signature

Date

Name/Title

Lower Brushy Creek WCID (Owner)

James R. Clarno, P.E.
General Manager

Date

**LOWER BRUSHY CREEK WCID
ANNUAL OPERATION, MAINTENANCE AND RELATED SERVICES
FY 22 and FY23 Schedule of Unit Prices**

Item No	Work or Material	Quantity	Units	TerraSol LLC 1305 Sloan Street Taylor, TX 76574 FY 22 Rate Schedule		TerraSol LLC 1305 Sloan Street Taylor, TX 76574 FY 23 Rate Schedule	
				Unit Price	Total	Unit Price	Total
01-01	TSSWCB Code 1.01C - Removal of undesirable vegetation (mowing or shredding)	650	Acres	\$60.00	\$39,000.00	\$63.00	\$40,950.00
01-02	TSSWCB Code 1.01B - Removal of large woody brush or other undesirable vegetation (mechanical)	50	Acres	\$250.00	\$12,500.00	\$262.50	\$13,125.00
01-03	TSSWCB Code 1.01A - Removal of small woody brush or other undesirable vegetation (spot spraying)	100	Acres	\$100.00	\$10,000.00	\$105.00	\$10,500.00
01-04	TSSWCB Code 1.02A - Gate installation in straight farm fence	4	Each	\$1,700.00	\$6,800.00	\$1,785.00	\$7,140.00
01-05	TSSWCB Code 1.02A - Recessed gate installation in farm fence to allow access from public road	3	Each	\$3,400.00	\$10,200.00	\$3,570.00	\$10,710.00
01-06	TSSWCB Code 1.05 - Herbicide and fertilizer application to establish desirable vegetative cover	300	Acres	\$210.00	\$63,000.00	\$220.50	\$66,150.00
01-07	TSSWCB Code 1.05 - No-till seeding to establish desirable vegetative cover	50	Acres	\$125.00	\$6,250.00	\$131.25	\$6,562.50
01-08	TSSWCB Code 1.05 - Sprigging to establish desirable vegetative cover	20	Acres	\$300.00	\$6,000.00	\$315.00	\$6,300.00
01-09	TSSWCB Code 1.07 - Clear beaver / nutria debris from principal spillway	2	Each	\$500.00	\$1,000.00	\$525.00	\$1,050.00
01-10	Removal of debris on front slopes, repair soil erosion and other required work (allowance)	Various	As directed	Time & Material	\$25,000.00	Time & Material	\$25,000.00
01-11	Principal Spillway maintenance - inspect, exercise valve and/or remove debris	Various					
Total Bid					\$179,750.00		\$187,487.50

**Lower Brushy Creek WCID
c/o USDA – Natural Resources Conservation Service
505 West University Avenue, Suite C
Georgetown, Texas 78626**

DATE: 9/2/2022

Project Name: Task Order #9 – Emergency Action Plan Update (for Remaining 10 Sites) and Tabletop Exercise

Description of Services: This is the third task order related to the Emergency Action Plan (EAP) for the Lower Brushy Creek WCID's dams. This task order is to develop the "site specific sections" of the EAP for the ten remaining dams, compile an updated EAP, facilitate a tabletop exercise of the EAP, and prepare the final EAP. FNI will perform the following as part of this Task Order:

1. **Coordination:** Perform task setup and coordination for the assumed project duration of nine months. Provide monthly status reports and invoices with backup documentation for the duration of the project. Participate in monthly conference calls with the WCID to discuss project status and data needs.
2. **Remaining Site Specific Sections to EAP:** FNI will develop the dam-specific data for the remaining 10 dams: Sites 12, 13, 17, 21, 22, 23, 24, 30, 31, and 33. FNI to develop the site specific data consistent with the format developed in previous task orders. The breach maps will be prepared by others and provided to FNI. FNI will the site-specific information for the remaining dams with the master EAP document developed in Task Order 5. FNI will a submit a draft to the WCID for review and comment. FNI will address any comments and submit a revised draft to TCEQ dam safety. The tabletop exercise will be performed based on the draft EAP.
3. **Tabletop Exercise:**
 - a. Develop an agenda and content for meeting packet for attendees. The tabletop exercise will include:
 - Overall review of EAP and general response.
 - Realistic scenario for discussion during an exercise which will require the implementation of the EAP.
 - Discussion regarding the coordination efforts necessary during an emergency.
 - Discuss the utilization of resources including those belonging to the City and other participants.
 - b. Coordinate with the WCID in developing an invitee list from local and regulatory entities (local law enforcement, emergency management coordinators, Texas Division of Emergency Management, TCEQ, etc.). Coordinate with WCID to select attendees, location, date and time. Coordinate with local and regulatory entities to solicit and schedule their involvement in the tabletop exercise. It is assumed the WCID will provide the location for the exercise.
 - c. Facilitate a discussion-based in-person tabletop. Provide a facilitator and a dam safety engineer to participate in the tabletop exercise. Assumed duration not to exceed 4 hours.
 - d. Develop an After-Action Report for the tabletop which will document the training as well as capture any issues or concerns determined during the course of the training. Provide a draft electronic copy to the WCID for review and comment. Upon receipt of comments, provide an electronic copy of the final report. The final document or a Lessons Learned summary can be inserted in the EAP for documentation and future considerations.

4. **Finalize EAP:** Following the tabletop exercise, prepare updates to the EAP based on items noted in the tabletop exercise, such as Notification Flowchart, Distribution List, Responsibilities, Training Record, etc. Submit draft of updates to the EAP in electronic format to the City for review. Provide final update pages in electronic format to the City for distribution.

Deliverables and Schedule:

2. **Remaining Site Specific Sections to EAP:** FNI will provide the ten site-specific sections in draft format to the WCID for review and comment eight weeks after notice to proceed. Comments will be incorporated, and the revised draft EAP will be delivered in electronic (PDF and original word) format and two bound hard-copies within four weeks after receipt of comments.
3. **Tabletop Exercise:** The Tabletop Exercise will be scheduled at a mutually agreed upon date with the WCID. Provide draft After Action Report within 4 weeks of the exercise. Provide final After Action Report 2 weeks after comments on the draft report have been provided.
4. **Finalize EAP:** The revised and final EAP will be submitted within 6 weeks of the tabletop exercise.

Compensation shall be: A not to exceed amount of *Forty-six Thousand Six Hundred Dollars* (\$46,600.00) in accordance with Attachment CO and the Master Professional Services Agreement.

All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FRESE AND NICHOLS, INC.

LOWER BRUSHY CREEK WCID

BY: Tina McMartin

BY: _____

Tina McMartin, PE
Print Name

Print Name

TITLE: Associate

TITLE: _____

DATE: September 2, 2022

DATE: _____

Rates for In-House Services and Equipment**Mileage**

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Equipment

Valve Crew Vehicle (hour)	\$75	
Pressure Data Logger (each)	\$200	
Water Quality Meter (per day)	\$100	
Microscope (each)	\$150	
Pressure Recorder (per day)	\$100	
Ultrasonic Thickness Guage (per day)	\$275	
Coating Inspection Kit (per day)	\$275	
Flushing / Cfactor (each)	\$500	
Backpack Electrofisher (each)	\$1,000	
	<u>Survey Grade</u>	<u>Standard</u>
Drone (per day)	\$200	\$100
GPS (per day)	\$150	\$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

2062022

TO9 EAP Update and Tabletop Exercise Project Schedule

ID	Task Name	Duration	Start	Finish	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
0	TO9 EAP Update and Tabletop	36 wks	Mon 10/3/22	Tue 6/13/23													
1	Notice To Proceed (Estimated)	0 wks	Mon 10/3/22	Mon 10/3/22	10/3/22												
2	PM Plan / QC Plan / Project Setup	1 wk	Mon 10/3/22	Fri 10/7/22													
3	EAP UPDATE	17 wks	Mon 10/10/22	Mon 2/6/23													
4	10 Site Specific	5 wks	Mon 10/10/22	Fri 11/11/22													
5	Internal QC Review	2 wks	Mon 11/14/22	Mon 11/28/22													
6	Draft Submittal to Client	0 wks	Mon 11/28/22	Mon 11/28/22	11/28/22												
7	Client Review (Assumed)	2 wks	Tue 11/29/22	Mon 12/12/22													
8	Address Comments	4 wks	Tue 12/13/22	Mon 1/9/23													
9	Revised Draft to TCEQ	0 wks	Mon 1/9/23	Mon 1/9/23													
10	TCEQ review (Assumed)	1 mon	Tue 1/10/23	Mon 2/6/23													
11	TABLETOP	16 wks	Tue 2/7/23	Tue 5/30/23													
12	Coordinate and prepare	2 mons	Tue 2/7/23	Mon 4/3/23													
13	Exercise	0 days	Mon 4/3/23	Mon 4/3/23													
14	Prepare Draft AAR	4 wks	Tue 4/4/23	Mon 5/1/23													
15	Draft Submittal to Client	0 wks	Mon 5/1/23	Mon 5/1/23													
16	Client Review (Assumed)	2 wks	Tue 5/2/23	Mon 5/15/23													
17	Address Comments	2 wks	Tue 5/16/23	Tue 5/30/23													
18	FINAL EAP	10 wks	Tue 4/4/23	Tue 6/13/23													
19	Update EAP	6 wks	Tue 4/4/23	Mon 5/15/23													
20	Client Review (Assumed)	2 wks	Tue 5/16/23	Tue 5/30/23													
21	Address Comments	2 wks	Wed 5/31/23	Tue 6/13/23													
22	Distribute for signatures	0 wks	Tue 6/13/23	Tue 6/13/23													

TO9 EAP Update and Tabletop



PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A
TASK AUTHORIZATION

Lower Brushy Creek WCID
P.O. Box 467
Georgetown, Texas 78627

DATE: 9/2/2022

Project Name: Task Order #8 – Dam Breach Analyses (Sites 18, 20, and 32)

Description of Services: The purpose of this task authorization is to perform dam breach analyses and develop breach inundation mapping for three dams owned and maintained by Lower Brushy Creek WCID (WCID), as summarized in the table below, which have been recently rehabilitated.

Name	Texas ID	Height (feet)	Maximum Pool Storage (acre-feet)	Normal Pool Storage (acre-feet)	TCEQ Size Classification	TCEQ Hazard Classification
Lower Brushy Creek Site 18	TX01337	34	2,790	194	Intermediate	High
Lower Brushy Creek Site 20	TX01328	27	992	51	Small	High
Upper Brushy Creek Site 32	TX01325	23	843	133	Small	High

FNI will perform the following tasks as part of this Task Order:

TASK 1 – PROJECT COORDINATION

Scope Items

1. Perform internal project setup and coordination, including project kickoff meeting and maintaining project schedule. Provide monthly status reports and invoices with backup documentation for the duration of the project. The assumed project duration is six (6) months.
2. Participate in up to two (2) project coordination meetings with WCID staff, via teleconference, as specified in the following tasks. No site visits are deemed necessary for the current scope of work.

TASK 2 – DAM BREACH ANALYSIS

Hydraulic models are used to analyze downstream conditions from flows through a dam; either designed flows through a spillway or hypothetical flows resulting from an uncontrolled breach, or failure, of the dam. Specific to this project, hydraulic models are used to map inundation extents from a hypothetical breach of the dam. Inundation mapping is then used as a critical element of an Emergency Action Plan (EAP). TCEQ requires breach analyses and EAPs for all significant and high hazard dams. For this study, breach modeling will be performed in unsteady-state HEC-RAS with use of advanced two-dimensional flow capabilities, based on breach methodologies defined by NRCS Technical Release No. 66 (TR-66) Simplified Dam Breach Routing.

Scope Items

1. Gather necessary data for hydraulic model inputs, including any relevant previous studies and topography data from available LiDAR or other publicly accessible sources. In areas not covered by high-resolution LiDAR data, the topographic model will be supplemented with lower resolution data from the National Elevation Dataset.
2. Compute breach hydrographs based on the methodology defined by NRCS TR-60 and TR-66. Only one breach scenario will be evaluated assuming the reservoir is full to the top of dam elevation and no other flows are occurring. No hydrologic modeling is included with this scope.
3. Develop dam breach models in HEC-RAS to evaluate the single breach scenarios. The models will be defined based on available topography data. Any model components utilized from previous studies are assumed to be calibrated appropriately. No new hydraulic calibration is included in this scope. Downstream model extents will be defined based on breach attenuation down to less than one foot incrementally between breach and non-breach scenarios.
4. Downstream and lateral inflows will be accounted for using constant flow hydrographs at major streams and tributaries. Flows will be calculated based on statistical analysis of USGS streamflow gages, as available. No hydrologic modeling is included with this scope.
5. One dam has been identified in the downstream vicinity of Lower Brushy Creek Site 20. This dam is identified in the National Inventory of Dams as City Lake No. 1 Dam (TX01332) and is a privately owned dam located approximately one mile downstream from Site 20. Develop relevant dam and reservoir characteristics (spillway rating curve, elevation-storage curve, etc.) based on historical information about City Lake No. 1 Dam from sources such as TCEQ archives, online resources, and previous studies. If the downstream dam is overtopped by the breach of the upstream dam, the downstream dam will be assumed to fail in a cascading breach scenario, per TCEQ guidelines.

TASK 3 – INUNDATION MAPPING & TECHNICAL REPORT

1. Prepare breach inundation maps of the final breach scenario for inclusion in the WCID's EAP. The inundation extents will be delineated based on the available topography data, and the maps will use aerial imagery as the background with appropriate base map layers and labels. Provide digital data in the form of GIS shapefiles and Google Earth KMZ files.
2. Prepare a draft technical report documenting the processes, assumptions, and findings of the Dam Breach Analysis in accordance with TCEQ Dam Safety requirements. Furnish one (1) digital copy of draft report in PDF format to the WCID for review. Upon receipt of comments, incorporate the comments and furnish up to three (3) hard copies of the final report to WCID.
3. For documents submitted for TCEQ review, comments will be addressed, and documents finalized within two (2) months of receipt of comments from TCEQ. If TCEQ review extends beyond the estimated three (3) month timeframe, additional time may be required for addressing comments due to project staff availability. In this case, an updated plan and schedule will be communicated to the WCID upon receipt of TCEQ comments.

Deliverables: FNI will provide three individual technical reports, including breach inundation mapping. The initial deliverables will be draft for review and comment in electronic (PDF) format. Comments will be incorporated, and final versions of the reports will be delivered in electronic (PDF) format and three (3) printed copies.

Schedule: Draft deliverables will be provided for review within five (5) months from written Notice to Proceed. Finalized deliverables will be provided to WCID and submitted to TCEQ within two weeks of receipt of WCID comments.

Compensation shall be: A not to exceed amount of *Forty-Five Thousand Two Hundred and Fourteen Dollars (\$45,214.00)* in accordance with Attachment CO and the Master Professional Services Agreement.

All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

LOWER BRUSHY CREEK WCID

BY: Tina McMartin

BY: _____

Tina McMartin, PE
Print Name

Print Name

TITLE: Associate

TITLE: _____

DATE: September 2, 2022

DATE: _____

Rates for In-House Services and Equipment**Mileage**

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

Equipment

Valve Crew Vehicle (hour)	\$75	
Pressure Data Logger (each)	\$200	
Water Quality Meter (per day)	\$100	
Microscope (each)	\$150	
Pressure Recorder (per day)	\$100	
Ultrasonic Thickness Guage (per day)	\$275	
Coating Inspection Kit (per day)	\$275	
Flushing / Cfactor (each)	\$500	
Backpack Electrofisher (each)	\$1,000	
	<u>Survey Grade</u>	<u>Standard</u>
Drone (per day)	\$200	\$100
GPS (per day)	\$150	\$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

2062022



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

July 21, 2022

Mr. James Clarno
General Manager
Lower Brushy Creek WCID
PO BOX 467
Georgetown, TX 78627

Dear Mr. Clarno:

Enclosed is one signed scan of our standard joint-funding agreement for the project(s) Oklahoma-Texas Water Science Center Water Resources Investigations, during the period October 1, 2022 through September 30, 2023 in the amount of \$148,750 from your agency. Please sign and return one fully-executed original to Kandis K. Becher at kkbecher@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **September 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Gregory Stanton by phone number (512) 927-3558 or email gstanton@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or email at kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Timothy H. Raines
Director

Enclosure
23SJFATX216000

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000007890
Agreement #: 23SJFATX216000
Project #: SJ009ME
TIN #: 71-0879852

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lower Brushy Creek WCID party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
October 1, 2022 to September 30, 2023
- (b) \$148,750 by the party of the second part during the period
October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000007890
Agreement #: 23SJJFATX216000
Project #: SJ009ME
TIN #: 71-0879852

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Gregory Stanton
Branch Chief - Central Texas
Address: 1505 Ferguson Lane
Austin, TX 78754
Telephone: (512) 927-3558
Fax: (512) 927-3590
Email: gstanton@usgs.gov

Customer Technical Point of Contact

Name: James Clamo
General Manager
Address: PO BOX 467
Georgetown, TX 78627
Telephone: (512) 517-7596
Fax:
Email: jclamo.pe@att.net

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (882) 316-5051
Fax: (882) 316-5022
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: James Clamo
General Manager
Address: PO BOX 467
Georgetown, TX 78627
Telephone: (512) 517-7596
Fax:
Email: jclamo.pe@att.net

U.S. Geological Survey
United States
Department of Interior

Lower Brushy Creek WCID

Signature
Digitally signed by
TIMOTHY RAINES
Date: 2022.07.21
12:40:02 -05'00'
By TIMOTHY RAINES Date: _____
Name: Timothy H. Raines
Title: Director

Signatures
By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**Lower Brushy Creek WCID
23SJJFATX216000**

Station Number	Description	Code	No. Units	USGS Funds	Lower Brushy Creek WCID Funds	Total Funds
001: SURFACE WATER						
303437097285701	UBCWCID Dam 25					
	Full Range Streamflow Station	ELEVCONT	1	\$0	\$6,750	\$6,750
		PRECIPCONT	1	\$0	\$1,500	\$1,500
		Site Total:		\$0	\$8,250	\$8,250
TBD	UBCWCID Dam 29					
		INSTALL	1	\$0	\$31,000	\$31,000
		ELEVCONT	0.5	\$0	\$3,375	\$3,375
		PRECIPCONT	0.5	\$0	\$750	\$750
		Site Total:		\$0	\$35,125	\$35,125
TBD	UBCWCID Dam 32					
		INSTALL	1	\$0	\$31,000	\$31,000
		ELEVCONT	0.5	\$0	\$3,375	\$3,375
		PRECIPCONT	0.5	\$0	\$750	\$750
		Site Total:		\$0	\$35,125	\$35,125
TBD	LBCWCID Dam 18					
		INSTALL	1	\$0	\$31,000	\$31,000
		ELEVCONT	0.5	\$0	\$3,375	\$3,375
		PRECIPCONT	0.5	\$0	\$750	\$750
		Site Total:		\$0	\$35,125	\$35,125
TBD	LBCWCID Dam 20					
		INSTALL	1	\$0	\$31,000	\$31,000
		ELEVCONT	0.5	\$0	\$3,375	\$3,375
		PRECIPCONT	0.5	\$0	\$750	\$750
		Site Total:		\$0	\$35,125	\$35,125
		SURFACE WATER TOTAL:		\$0	\$148,750	\$148,750

PROJECT	USGS FUNDS	Lower Brushy Creek WCID FUNDS	TOTAL FUNDS
SURFACE WATER: 00120	\$0	\$148,750	\$148,750
TOTAL	\$0	\$148,750	\$148,750

**APPLICATION FOR FEDERAL ASSISTANCE
Supplement to SRF-424**

1. **Project name:** Rehabilitation of Upper Brushy Creek Site #25
2. **Dam number:** Upper Brushy Creek Watershed, Flood Retarding Structure #25 (TX01339)
3. **Original project authority:** PL 83-566

4. **Dam location:**
- General Location: Northwest of the City of Taylor
- Latitude: 30.5800 N
- Longitude: -97.4800 W

5. **Sponsoring Local Organizations (SLO) responsible for the dam:**
- Lower Brushy Creek Water Control & Improvement District (the "WCID")
P.O. Box 467, Georgetown, Texas 78627-0467

Taylor Soil and Water Conservation District (the "SWCD")
P.O. Box 856, Granger, Texas 76530-0856

Note: both SLOs have agreed that the Lower Brushy Creek WCID shall be the SLO responsible for operation and maintenance of the flood retarding structure and the management of any repair and/or rehabilitation projects.

6. **SLO-designated contact person:**
- James R. Clarno, P.E., General Manager
Lower Brushy Creek WCID
P.O. Box 467, Georgetown, Texas 78627
Email: jclarno.pe@att.net
Mobile: 512-517-7596

7. **Year the dam was constructed:** 1975

8. **Description of existing condition and known rehabilitation needs of the dam, including status of O&M:**

Upper Brushy Creek Watershed, Flood Retarding Structure #25 was originally built as a low hazard dam and serviced both rural areas and portion of the City of Taylor. In the early 1980's the dam was reclassified as a "red jacket" or high hazard dam. The current classification is high hazard. It is located on a south branch of Mustang Creek, a tributary of Brushy Creek in the San Gabriel River basin.

During the 2015 Memorial Day floods, this structure had approximately 6 inches of flow through the auxiliary spillway. Even with the dam in place, the City airport received over \$10 million in damages, US Highway 79 was overtopped and a low income housing complex in the southern part of the City was evacuated due to the raising water level. A breach or other failure of this dam could be catastrophic.

A *Dam Assessment Report* was prepared by HDR in 2017. The report recommends a combination of increased dam height, replacement of the principal spillway pipe and related improvements.

In early 2019, a significant slide on the backslope north of the principal spillway was reported to the WCID. The initial limits of the slide were staked, pictures were taken and appropriate authorities were notified. The WCID requested consideration for Emergency Watershed Funding for the repairs. NRCS Texas engineers made an inspection of the dam and completed an evaluation of the structure. No funds were approved for the necessary repairs.

The WCID performs regular operation and maintenance of the dam and it is inspected on an annual basis jointly by representatives of the WCID, Freese & Nichols and NRCS.

9. Benefits:

- The structure was designed and continues to provide flood protection to both agricultural and municipal areas; protect bridges, culverts, and bridges,; and reduce sedimentation into Brushy Creek and the San Gabriel River. Those original flood control benefits will remain in place following rehabilitation of the dam.
- The slide would be repaired providing additional protection downstream.
- The structure will also provide protection of residential, commercial and industrial improvements downstream of the structure that were built after completion of the original dam.
- Rehabilitation of this dam is necessary to bring the dam into compliance with NRCS and TCEQ dam safety criteria and reduce the risk of loss of life.
- The structure will provide additional flood control and protection following acceptance and adoption of the ATLAS 14 rainfall data.

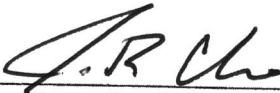
10. Texas Commission on Environmental Quality: The Dam Safety Section of the Agency reclassified the dam to “high hazard” several years ago but has not issued any enforcement action to make repairs or rehabilitation of the structure.

11. The Lower Brushy Creek WCID commits that it will:

- Assist in leading locally led planning effort,
- Obtain needed land rights including the use of power of eminent domain, if necessary,
- Provide local cost-share funds, in-kind services, or both to provide the required 35 percent of total project costs,
- Enter into a new O&M agreement with NRCS, with the understanding of the terms of the new O&M agreement
- Provide funds for continuing O&M actions,
- Obtain required permits and approvals at their own cost,
- Along with the Taylor Soil and Water Conservation District #513, provide leadership to assure appropriate land use controls are enacted or acquired for downstream areas prior to construction if a low or significant hazard dam is involved, and
- Execute a memorandum of understanding (MOU) with NRCS before being credited with the value of any in-kind contribution

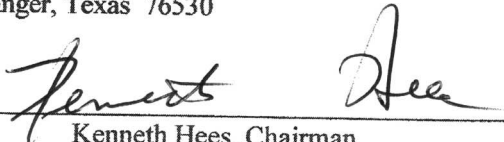
We concur with the above listed statements and hereby commit the Lower Brushy Creek WCID to cooperate fully with the USDA Natural Resources Conservation Service in developing a plan for the rehabilitation of Upper Brushy Creek Watershed, Floodwater Retarding Structure #25.

Designated Contact Person for Both SLO's

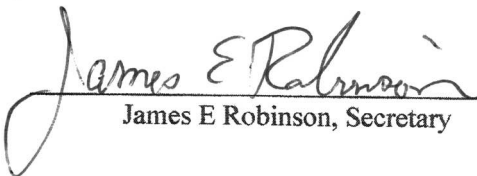
By: 
James R. Clarno, P.E., General Manager
Lower Brushy Creek WCID

Taylor Soil and Water Conservation Board #513

P.O. Box 856, Granger, Texas 76530

By: 
Kenneth Hees, Chairman

The signing of this application was authorized by resolution of the governing body of the Taylor Soil and Water Conservation Board #513 and adopted at a meeting held on August 23, 2022 in Taylor, Texas.

By: 
James E Robinson, Secretary

Lower Brushy Creek WCID

P.O. Box 467, Georgetown, Texas 78627

By: _____
Edmond S Komandosky, President

The signing of this application was authorized by resolution of the governing body of the Lower Brushy Creek WCID and adopted at a meeting held on September 12, 2022 in Taylor, Texas.

By: _____
Monica P Masters, Secretary

**APPLICATION FOR FEDERAL ASSISTANCE
Supplement to SRF-424**

1. **Project name:** Rehabilitation of Upper Brushy Creek Site #29
2. **Dam number:** Upper Brushy Creek Watershed, Flood Retarding Structure #29 (TX01340)
3. **Original project authority:** PL 83-566
4. **Dam location:**
 - General Location: Southwest of the City of Taylor
 - Latitude: 30.5248 N
 - Longitude: -97.4305 W
5. **Sponsoring Local Organizations (SLO) responsible for the dam:**
 - Lower Brushy Creek Water Control & Improvement District (the "WCID")
P.O. Box 467, Georgetown, Texas 78627-0467

 - Taylor Soil and Water Conservation District #513 (the "SWCD")
P.O. Box 856, Granger, Texas 76530-0856

Note: both SLOs have agreed that the Lower Brushy Creek WCID shall be the SLO responsible for operation and maintenance of the flood retarding structure and the management of any repair and/or rehabilitation projects.
6. **SLO designated contact person:**
 - James R. Clarno, P.E., General Manager
 - Lower Brushy Creek WCID
 - P.O. Box 467, Georgetown, Texas 78627
 - Email: jclarno.pe@att.net
 - Mobile: 512-517-7596
7. **Year the dam was constructed:** 1972
8. **Description of existing condition and known rehabilitation needs of the dam, including status of O&M:**

Upper Brushy Creek Watershed, Flood Retarding Structure #29 was originally built as a low hazard dam and serviced a rural area. In 2014, the dam was reclassified as a high hazard dam by the Texas Commission on Environmental Quality (the "TCEQ"). It is located on Battleground Creek, a tributary of Brushy Creek in the San Gabriel River basin.

In 2011, significant slides on the backslope were repaired under the ARRA program. The TCEQ prepared a *Simplified Breach Analysis* in 2013 and a *Downstream Hazard Assessment* in 2014 that resulted in the current high hazard classification. The WCID submitted an *Application for Rehabilitation Matching Funds* to the Texas State Soil and Water Conservation Board in 2014 and a *Rehabilitation Assessment Report* was prepared by Freese & Nichols, Inc in 2015. The report recommended a combination of increased dam height, replacement of the principal spillway pipe and related improvements.

The WCID performs regular operation and maintenance of the dam and it is inspected on an annual basis jointly by the representatives of the WCID, Freese & Nichols and NRCS.

9. Benefits:

- The structure was designed and continues to provide flood protection to agricultural areas; protect roads, bridges and culverts in Williamson County; and reduce sedimentation into Brushy Creek and the San Gabriel River. Those original flood control benefits will remain in place following rehabilitation of the dam.
- The structure will also protect of residential and commercial improvement downstream of the structure that were built after the completion of the original dam.
- Rehabilitation of this dam is necessary to bring the dam into compliance with NRCS and TCEQ dam safety criteria and reduce the risk of loss of life.
- The structure will provide additional flood control and protection following acceptance and adoption of the ATLAS 14 rainfall data.

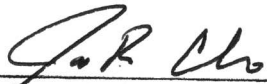
10. Texas Commission on Environmental Quality: The Dam Safety Section of the Agency reclassified the dam to "high hazard" several years ago but has not issued any enforcement action to make repairs nor rehabilitation of the structure.

11. The Lower Brushy Creek WCID commits that it will:

- Assist in leading locally led planning effort,
- Obtain needed land rights including the use of power of eminent domain, if necessary,
- Provide local cost-share funds, in-kind services, or both to provide the required 35 percent of total project costs,
- Enter into a new O&M agreement with NRCS, with the understanding of the terms of the new O&M agreement
- Provide funds for continuing O&M actions,
- Obtain required permits and approvals at their own cost,
- Provide leadership to assure appropriate land use controls are enacted or acquired for downstream areas prior to construction if a low or significant hazard dam is involved, and
- Along with the Taylor Soil and Water Conservation District #513, provide leadership to assure adequate land treatment measures have been installed and maintained on at least 50 percent of the watershed area above the dam, and
- Execute a memorandum of understanding (MOU) with NRCS before being credited with the value of any in-kind contribution


We concur with the above listed statements and hereby commit the Lower Brushy Creek WCID to cooperate fully with USDA Natural Resources Conservation Service in developing a plan for the rehabilitation of Upper Brushy Creek Watershed, Floodwater Retarding Structure #29.

Designated Contact Person for Both SLO's

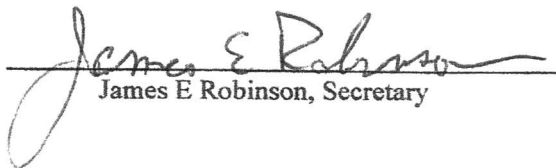
By: 
James R. Clarno, P.E., General Manager
Lower Brushy Creek WCID

Taylor Soil and Water Conservation Board #513

P.O. Box 856, Granger, Texas 76530

By: 
Kenneth Hees, Chairman

The signing of this application was authorized by resolution of the governing body of the Taylor Soil and Water Conservation Board #513 and adopted at a meeting held on August 23, 2022 in Taylor, Texas.

By: 
James E Robinson, Secretary

Lower Brushy Creek WCID

P.O. Box 467, Georgetown, Texas 78627

By: _____
Edmond S Komandosky, President

The signing of this application was authorized by resolution of the governing body of the Lower Brushy Creek WCID and adopted at a meeting held on September 12, 2022 in Taylor, Texas.

By: _____
Monica P Masters, Secretary



LOWER BRUSHY CREEK WCID

PO Box 467, Georgetown, Texas 78627
601 Quail Valley Drive, Georgetown, Texas 78626
LowerBrushyCreekWCID@gmail.com

TO: President and Members of the Board
FROM: Jim Clarno, General Manager
DATE: September 12, 2022
SUBJECT: General Manager's Report

Administration.

- Attended the July meeting of the Taylor Soil and Water Conservation Board.
- Coordinated new agreements or contract extensions with RTS Connect, Anceria Strategic Partners, TerraSol, Freese & Nichols and USGS.
- Worked with WCAD and Wilco Tax office regarding tax rate for FY 22
- Updated draft budget

Engineering

- Toured Sites 18, 20, 25 and 29 with USGS regarding locations of possible rain gauge/water level recording devices.
- Continued work with Freese & Nichols and TCEQ to obtain approval of the *Emergency Action Plan*.

Dam Operation and Maintenance

- Revised TSSWCB Grant Applications for re-fencing Sites 6, 13 and 22. Grants were approved in August.
- Freese & Nichols has begun surveying of the first three sites for re-fencing
- TerraSol began excavation of slipped pipe at Site 30

Capital Improvements

- Site 18 Upgrade
 - Processed Payment 11
 - Monitored grass cover which is required before releasing final payment
- Site 25 and 29 – prepared grant applications for NRCS Watershed Rehabilitation Program – received Taylor SWCD approval at their August meeting

Other

- Continued coordination with AECOM who is preparing the *Atlas 14 Report for the Brushy Creek Basin* of Williamson County.
- Continued coordination with Upper Brushy Creek WCID, Wilco GIS, Wilco Emergency Management and others about the county's plan for hosting a flood information web site.
- Prepared for and attended Taylor Business EXPO