



## LOWER BRUSHY CREEK WCID

Regular Called Meeting of the Board of Directors  
On Monday October 17, 2022 at 7:30am

Edmond S Komandosky, President

Scott Ging, Vice President

Monica Masters, Secretary/Treasurer

Mike Schneider, Director

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 October 17, 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 /any agenda items.

### BOARD PACKET

- Agenda 1 page
- Consider approval of meeting minutes
  - Special called meeting minutes of September 7, 2022* 1 page
  - Regular called meeting minutes of September 12, 2022* 2 pages
- Consider approval of financial reports:
  - Account Register for September 2022* 1 page
  - Fourth Quarter FY 22 Financial Report* 1 page
  - Fourth Quarter Investment Report* 1 page
- Consideration and approval of Task Order with M&E 4 pages
- General Manger's Report 1 page
- Schedule of Board Meetings FY 23 1 page



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

**Edmond S Komandosky, President**  
**Scott Ging, Vice President**  
**Monica P Masters, Secretary/Treasurer**  
**Mike Schneider, Director**  
**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, October 17, 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:
  - a. *Special Called Meeting held on September 7, 2022 and*
  - b. *Regular Called Meeting held on September 12, 2022;*
4. Consider approval of Financial Reports:
  - a. *Account Register for September 2022*
  - b. *Fourth Quarter Financial Report and*
  - c. *Fourth Quarter Investment Report;*
5. Consideration and approval of the General Manager to execute a Task Order with M&E Consultants to perform the FY 23 inspection of sites for the not -to-exceed amount of \$35,688;
6. Consideration and discussion of the General Manager's report and update;
7. 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);
8. Reconvene to open session to take action, if any, on matters discussed in the Executive Session;
9. Directors Comments, and
10. Adjournment.

**FILED FOR RECORD**

OCT 11 2022

*Nancy E. Ruter*  
County Clerk, Williamson Co. TX

*gsk*  
*11:05*

"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 October 11, 2022.

*Sue Lilly*  
Sue Lilly  
District Clerk

Minutes of the September 7, 2022  
Special Called Meeting of the  
Board of Directors of the Lower Brushy Creek WCID

President Ed Komandosky called the Special Called Meeting of the Board of Directors of the Lower Brushy Creek WCID to order at 7:01pm on Wednesday September 7, 2022 and announced that a quorum was present. Board members present included Secretary Monica Masters and Director Allen David. Others present included, General Manager Jim Clarno, Communications Consultant Richard Stone and Board Attorney Ted Hejl.

General Manager, Jim Clarno, presented the proposed FY 23 Budget and the proposed tax rate for the tax year 2022. .  
No actions were taken.

President Komandosky opened a Public Hearing on the proposed FY 23 Budget and the proposed tax rate for the tax year 2022. There were no comments.

There were no other director's comments

There being no further business, the meeting was adjourned without objection at 7:15pm.

Respectfully submitted:

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Monica P Masters  
Secretary

Minutes of the September 12, 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 7:36am on Monday September 12, 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. Also present were the following landowners: CW Schneider, Jeff Sciarretta, and Carl League.

There were no citizens communications.

General Manager, Jim Clarno, presented for consideration and approval the July 25, 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 July 2022 and Checking Account Register for August 2022. A motion was made by Director David to approve the financial reports as presented. The motion was seconded by Secretary Monica Masters and approved by a vote of 4-0.

Landowners, CW Schneider, Jeff Sciarretta and Carlo League, discussed the easements and land values associated with the Site 18 Upgrade. No action was taken.

President Komandosky opened an Executive Session at 8:17am, 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 at LBC Site 18. No action was taken. The Executive Session was closed at 8:31am.

Clarno presented the proposed FY 23 Budget and the proposed tax rate for the tax year 2022.

Clarno presented for consideration and approval the President executing an Order levying taxes for the Tax Year 2022. A motion was made by Director David to approve the agreement as presented. The motion was seconded by Vice President Ging and approved by a vote of 4-0.

Clarno presented for consideration and approval the FY 23 Budget. A motion was made by Secretary Masters to approve the FY 23 Budget, as amended. The motion was seconded by Director David and approved by a vote of 4-0.

Clarno presented for consideration and approval of the following: Execute an updated Contract for Professional Services with RTS Connect, LLC for communication services, Execute a Contract for Professional Services with Ancira Strategic Partners, LLC for communication services and 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%. A motion was made by Secretary Masters to approve the following executions for contracts as presented. The motion was seconded by Vice President Ging and approved by a vote of 4-0.

Clarno presented for consideration and possible action to execute two Task Orders regarding the completion and implementation of the WCID's Emergency Action Plan with Freese and Nichols for the following: Preparing and submitting breach analysis, inundations maps and report for sites 18, 20, and 32 and 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. A motion was made by Vice President Ging to approve the two Task Orders as presented. The motion was seconded by Director David and approved by a vote of 4-0.

Clarno presented for consideration and approval of the General Manager to execute a Joint Funding Agreement for FY 23 with the USGS to maintain the rainfall/water level gauge at Site 25 and install and maintain similar gauges at Sites 18, 20, 29 and 32. A motion was made by Director David to approve the Joint Funding Agreement as presented. The motion was seconded by Secretary Masters and approved by a vote of 4-0.

Clarno presented for consideration and approval of the LBCWCID 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. A motion was made by Secretary Masters to approve the Applications for Federal Assistance for grant funds from the USDA as presented. The motion was seconded by Director David and approved by a vote of 4-0.

Clarno presented the General Manager's Report and update. There were no actions taken

There were no other director's comments

There being no further business, the meeting was adjourned without objection at 8:58am.

Respectfully submitted:

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Monica P Masters  
Secretary

**Balance as of 09/01/22**

TexPool Acct (General Fund)	\$448,281.91	
TexPool Acct (Rainy Day Fund)	\$201,005.34	
City National Bank	\$19,543.06	
<b>Total Funds Available</b>		<b>\$668,830.31</b>

**Income**

09/09/22	Transfer TexPool to Checking	\$10,000.00	
09/12/22	TSSWCB	\$25,882.48	
various	TexPool (General Fund)	\$1,731.32	
09/30/22	TexPool (General Fund)	\$874.74	
09/30/22	TexPool (Rainy Day Fund)	\$398.61	
	<b>Total Income</b>		<b>\$38,887.15</b>

**Expenses**

09/02/22	Minuteman Press	\$224.06	
09/06/22	Amazon.com	\$48.70	
09/09/22	USPS Kiosk	\$8.95	
09/09/22	Deposit from TexPool to Checking	\$10,000.00	
09/09/22	1953 Ed Komandosky	\$200.00	
09/13/22	1948 Williamson Central Appraisal Dist.	\$766.50	
09/13/22	1952 Clark L Jackson	\$350.00	
09/14/22	1944 US Geological Survey	\$7,500.00	
09/14/22	1957 Allen David	\$200.00	
09/15/22	1945 TerraSol	\$3,105.00	
09/15/22	1947 Heritage Office Suites	\$979.00	
09/15/22	1949 Hejl & Schroeder PC	\$200.00	
09/19/22	1955 Scott Ging	\$290.25	
09/20/22	1951 Freese & Nichols	\$280.00	
09/23/22	1950 Sue Lilly	\$166.06	
09/26/22	Office Depot	\$1,000.00	
09/27/22	RTS Connect	\$300.00	
09/27/22	1946 Ed Komandosky	\$25,576.20	
09/28/22	1958 Southern Infrastructure Group LLC	\$200.00	
09/30/22	1963 Allen David		
	<b>Total Expenses</b>		<b>\$51,594.72</b>

**Balance as of 09/30/22**

TexPool Acct (General Fund)	\$440,887.97	
TexPool Acct (Rainy Day Fund)	\$201,403.95	
City National Bank Acct	\$13,830.82	
<b>Total Funds Available</b>		<b>\$656,122.74</b>

**Prepared 10/04/2022**

**LOWER BRUSHY CREEK WCID**  
**Financial Statement**  
**Fourth Quarter of FY 22**

Description	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total to Date	FY 22 Budget (Approved)	% of budget
<b><u>INCOME</u></b>							
<b>Tax Income</b>	<b>\$320,385.02</b>	<b>\$236,928.10</b>	<b>\$11,162.55</b>	<b>\$6,184.58</b>	<b>\$574,660.25</b>	<b>\$570,000.00</b>	<b>100.82%</b>
<b>TSSWCB Grants</b>							
Maintenance Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$226,800.00	0.00%
Repair Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$208,477.00	0.00%
Rehabilitation Grants	\$2,027,565.53	\$1,310,193.54	\$579,807.34	\$169,270.98	\$4,086,837.39	\$3,815,532.00	107.11%
<b>Total TSSWCB Grant Income</b>	<b>\$2,027,565.53</b>	<b>\$1,310,193.54</b>	<b>\$579,807.34</b>	<b>\$169,270.98</b>	<b>\$4,086,837.39</b>	<b>\$4,250,809.00</b>	<b>96.14%</b>
<b>Other Income</b>							
Williamson County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Permits, fees and interest	\$39.72	\$182.96	\$1,536.20	\$3,936.70	\$5,695.58	\$600.00	949.26%
<b>Total Other Income</b>	<b>\$39.72</b>	<b>\$182.96</b>	<b>\$1,536.20</b>	<b>\$3,936.70</b>	<b>\$5,695.58</b>	<b>\$600.00</b>	<b>949.26%</b>
<b>TOTAL INCOME</b>	<b>\$2,347,990.27</b>	<b>\$1,547,304.60</b>	<b>\$592,506.09</b>	<b>\$179,392.26</b>	<b>\$4,667,193.22</b>	<b>\$4,821,409.00</b>	<b>96.80%</b>
<b><u>EXPENSES</u></b>							
<b>Administrative Expenses</b>							
General Manager	\$18,000.00	\$18,000.00	\$19,500.00	\$12,000.00	\$67,500.00	\$72,000.00	93.75%
District Clerk	\$2,020.00	\$820.00	\$860.00	\$1,260.00	\$4,960.00	\$15,000.00	33.07%
Directors Fees	\$400.00	\$1,200.00	\$3,100.00	\$1,100.00	\$5,800.00	\$7,500.00	77.33%
Professional Services - Accounting	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$4,200.00	\$4,800.00	87.50%
Professional Services - Auditing	\$0.00	\$0.00	\$15,500.00	\$0.00	\$15,500.00	\$15,500.00	100.00%
Professional Services - Communications	\$7,446.65	\$2,000.00	\$3,000.00	\$4,000.00	\$16,446.65	\$18,000.00	91.37%
Professional Services - Engineering/Surveying							
General	\$0.00	\$0.00	\$984.25	\$0.00	\$984.25	\$0.00	
Inspection of all dams	\$0.00	\$11,114.00	\$16,881.73	\$4,519.88	\$32,515.61	\$30,000.00	
Breach maps for Emergency Action Plans	\$58,309.71	\$0.00	\$0.00	\$77,656.29	\$135,966.00	\$75,000.00	
Emergency Action Plans	\$0.00	\$0.00	\$0.00	\$4,261.00	\$4,261.00	\$30,000.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	
<b>Total Engineering/Surveying</b>	<b>\$58,309.71</b>	<b>\$11,114.00</b>	<b>\$17,865.98</b>	<b>\$86,437.17</b>	<b>\$173,726.86</b>	<b>\$175,000.00</b>	<b>99.27%</b>
Professional Services - Legal	\$360.00	\$520.00	\$0.00	\$2,100.00	\$2,980.00	\$12,000.00	24.83%
Professional Services - USGS	\$0.00	\$7,500.00	\$7,500.00	\$7,500.00	\$22,500.00	\$40,000.00	56.25%
Advertising/Legal Notices	\$3,374.50	\$1,199.00	\$0.00	\$0.00	\$4,573.50	\$6,000.00	76.23%
Bonds/Insurance	\$1,330.84	\$0.00	\$130.00	\$0.00	\$1,460.84	\$2,000.00	73.04%
Dues/Subscriptions/Prof Development	\$251.28	\$385.00	\$0.00	\$1,380.98	\$2,017.26	\$2,500.00	80.69%
Meals/Entertainment	\$0.00	\$323.14	\$25.56	\$0.00	\$348.70	\$500.00	69.74%
Office - rental/deposit	\$2,745.00	\$2,589.45	\$2,937.00	\$2,985.95	\$11,257.40	\$10,000.00	112.57%
Office - furniture/equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Office - Supplies	\$201.29	\$60.71	\$0.00	\$315.03	\$577.03	\$2,500.00	23.08%
Postage/Delivery Charges	\$0.00	\$0.00	\$400.00	\$8.95	\$408.95	\$600.00	68.16%
Travel/Mileage	\$1,500.00	\$1,500.00	\$0.00	\$1,000.00	\$4,000.00	\$6,400.00	62.50%
Website	\$0.00	\$75.76	\$766.50	\$0.00	\$842.26	\$2,400.00	35.09%
Williamson Central Appraisal District	\$596.00	\$766.50	\$766.50	\$766.50	\$2,895.50	\$4,000.00	72.39%
Williamson County - Election Office	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
Williamson County - Tax Collector/Assessor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,200.00	0.00%
Misc. (5% contingency)	\$0.00	\$0.00	\$1,790.03	\$597.00	\$2,387.03	\$21,000.00	11.37%
<b>Total Administrative Expenses</b>	<b>\$97,585.27</b>	<b>\$49,103.56</b>	<b>\$75,191.57</b>	<b>\$122,501.58</b>	<b>\$344,381.98</b>	<b>\$443,900.00</b>	<b>77.58%</b>
<b>Project Expenses</b>							
Dam Maintenance	\$19,523.60	\$1,875.00	\$83,384.00	\$18,463.40	\$123,246.00	\$370,000.00	33.31%
Dam Repairs	\$637,227.55	\$0.00	\$0.00	\$120.00	\$637,347.55	\$214,000.00	297.83%
Dam Rehabilitation	\$1,724,795.72	\$1,296,039.63	\$555,963.81	\$168,617.95	\$3,745,417.11	\$3,790,000.00	98.82%
Other Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>Total Project Expenses</b>	<b>\$2,381,546.87</b>	<b>\$1,297,914.63</b>	<b>\$639,347.81</b>	<b>\$187,201.35</b>	<b>\$4,506,010.66</b>	<b>\$4,374,000.00</b>	<b>103.02%</b>
<b>TOTAL EXPENSES</b>	<b>\$2,479,132.14</b>	<b>\$1,347,018.19</b>	<b>\$714,539.38</b>	<b>\$309,702.93</b>	<b>\$4,850,392.64</b>	<b>\$4,817,900.00</b>	<b>100.67%</b>



## LOWER BRUSHY CREEK WCID

PO Box 267  
Georgetown, Texas 78627

612 Quail Valley Drive  
Georgetown, Texas 78626

### Board of Directors

*Edmond Komandosky*  
President

*Scott Ging*  
Vice President

*Monica P. Masters*  
Secretary

*Mike Schneider*  
Treasurer/  
Investment Officer

*Allen R. David*  
Director

**TO:** President and Member of the Board of Directors  
**FROM:** Mike Schneider, Treasurer and Investment Officer  
**DATE:** October 17, 2022  
**SUBJECT:** Investment Report  
Fourth Quarter of FY 22

Following please find the Second Quarter Investment Report for FY 22 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:

	<b>Fund</b>	<b>General</b>	<b>Rainy Day</b>
<b>General Manager</b>	Starting Book/Market Value	\$562,389.65	\$200,377.99
	Total Deposits	\$6184.58	\$0.00
	Total Withdrawn	\$130,000.00	\$0.00
	Interest Earned	\$2313.74	\$1025.96
	Ending Book/Market Value	\$440,887.97	\$201,403.95
	Trade Date	n/a	n/a
<b>Board Attorney</b>	Maturity Date	n/a	n/a

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

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

Sincerely,

LowerBrushyCreekWCID.com

Mike Schneider,  
Investment Officer





**M&E Consultants**  
Soil & Water Engineering Solutions

**CLIENT:** Lower Brushy Creek WCID

**Date:** October 11, 2022

**RE:** Price Proposal for Annual Dam Inspections:  
Lower Brushy Sites 2, 3, 4A, 6, 7, 8, 9, 10, 12, 13, 17, 18, 20, 21, 22, 23 & 24  
Upper Brushy Sites 25, 29, 30, 31, 32 & 33

This proposal is for a work order to perform the annual inspections for the site listed above. The map and documentation for each structure will be sent to the district when it is complete. The attached breach analysis documents outline the services to be performed.

The cost to provide the inspections is shown in the attached price proposal spreadsheet. The total contract cost is \$35,688.

M&E Consultants will provide the services at the contract hourly rates.

The requested services will be performed in accordance with M&E Consultants' contract with Lower Brushy Creek WCID.

The above represents M&E Consultants' understanding of the requested work. If you have any questions, please contact Trent Street.

Date: 10/11/2022

B. Trent Street PE  
President  
M&E Consultants  
[tstreet@mande-pe.com](mailto:tstreet@mande-pe.com)

LOWER BRUSHY CREEK  
23 ANNUAL DAM INSPECTIONS  
COST PROPOSAL

LABOR COST PER SITE		
	Project Engr.	Ag. Engr.
TASKS	RATES	
	\$198.34	\$119.01
Field Invesigation	3.0	3.0
Report	1.0	2.0
Total Labor/Site	\$793.36	\$595.05
Total Labor All Sites	\$31,933.43	
TRAVEL COST		
Mileage		
Travel <sup>1/</sup>	\$0.58	
	880	
	\$510.40	
<sup>1/</sup> -Three sites per day at 110 mile round trip		
Total Labor & Travel	\$32,443.83	
10% Contingency	\$3,244.38	
Total Cost	\$35,688.21	

## M&E Consultants LLC GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** M&E Consultants, LLC. (M&E Consultants) shall include said company, or its particular division, subsidiary or affiliate performing the work. "Work" means the specific surveying, engineering design, construction oversight, or other service(s) performed by M&E Consultants for client as set forth in M&E Consultant's proposal or at client's direction. "This agreement" consists of M&E Consultant's proposal or work order, M&E Consultant's Schedule of Fees, client's written acceptance thereof if accepted by M&E Consultants, and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by M&E Consultants. If client is ordering the work on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said work and in such case the term "client" also includes the principal for whom the work is being performed. Prices quoted and charged by M&E Consultants for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement. Unless this agreement specifically provides that M&E Consultants is to perform its work pursuant to specified Federal, State, or local regulations, client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by client is adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom client transmits any part of M&E Consultant's work product(s). M&E Consultants shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this agreement. Ordering work from M&E Consultants shall constitute acceptance of the terms of this agreement.

2. **OWNERSHIP OF DOCUMENTS:** All documents including Drawings and Specifications prepared or furnished by M&E Consultant's independent professional associates and consultants are instruments of service and M&E Consultants shall retain an ownership and property interest therein. Any reuse without written verification or adaptation by M&E Consultants for the specific purpose intended will be at Client's sole risk.

3. **OPINIONS OF COST:** As M&E Consultants has no control over the cost of labor, materials, equipment or services furnished by others or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs cannot and do not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by M&E Consultants.

4. **WARRANTY:** M&E Consultant's work will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services M&E Consultants will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN M&E CONSULTANTS REPORTS ARE OPINIONS BASED ON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**

IF M&E CONSULTANTS OR ANY OF ITS PROFESSIONAL EMPLOYEES IS FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON M&E CONSULTANTS'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF M&E CONSULTANTS, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE TOTAL AMOUNT OF 200% OF THE FEE PAID TO M&E CONSULTANTS FOR ITS WORK PERFORMED.

TO THE EXTENT ALLOWED BY LAW, CLIENT HEREBY RELEASES M&E CONSULTANTS FROM ANY SUCH EXCESS LIABILITY, REGARDLESS OF M&E CONSULTANTS'S FAULT, NEGLIGENCE, OR STRICT LIABILITY. NEITHER PARTY HERETO SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE OF ANY EXISTING PROPERTY, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION HOWEVER THE SAME MAY BE CAUSED, INCLUDING THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF EITHER PARTY. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES WHICH MAY BE OR BECOME AVAILABLE TO EITHER PARTY TO THIS AGREEMENT AT LAW OR IN EQUITY.

5. INDEMNITY: Subject to the foregoing limitations, M&E Consultants agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of M&E Consultant's negligence to the extent of M&E Consultant's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against M&E Consultants, the party initiating such action shall pay to M&E Consultants the costs and expenses incurred by M&E Consultants to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that M&E Consultants shall prevail in such suit.

6. PAYMENT: Client shall be invoiced monthly for work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay M&E Consultant's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. M&E Consultants shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein M&E Consultants waives any rights to a mechanic's lien, or any provision conditioning M&E Consultant's right to receive payment for its work upon payment to client by any third party. These general conditions are notice, where required, that M&E Consultants shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of M&E Consultants from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time. It is understood that all payments by client shall be made from currently budgeted funds.

7. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, M&E Consultants shall be compensated by client for all work performed up to and including the termination date, including reimbursable expenses as per the M&E Consultants Rate Schedule.

8. WITNESS FEES: M&E Consultant's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay M&E Consultants at a rate two times M&E Consultant's then current fee schedule for any M&E Consultants employee subpoenaed by any party as an occurrence witness as a result of M&E Consultant's work.

9. ENTIRE AGREEMENT: This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only by a written instrument signed by each of the parties hereto. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

10. TITLES: The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as limiting the meaning of the provisions contained herein.

11. CONTROLLING LAW: This agreement shall be subject to the law and jurisdiction of the State of Texas, without application of principles of conflicts-of-laws. Venue shall be proper only in the courts of Bell County, Texas.

12. MEDIATION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and M&E Consultants agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and M&E Consultants further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



## LOWER BRUSHY CREEK WCID

PO Box 467, Georgetown, Texas 78627  
601 Quail Valley Drive, Georgetown, Texas 78626  
[LowerBrushyCreekWCID@gmail.com](mailto:LowerBrushyCreekWCID@gmail.com)

**TO:** President and Members of the Board  
**FROM:** Jim Clarno, General Manager  
**DATE:** October 11, 2022  
**SUBJECT:** General Manager's Report

### Administration.

- Provided executed agreements and contract extensions with RTS Connect, Ancira Strategic Partners, TerraSol, Freese & Nichols and USGS.
- Met with RTS Connect to develop FY 23 Communications program.

### 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

- Met with TerraSol to develop FY 23 site maintenance program.

### Capital Improvements

- Site 18 Upgrade
  - Processed Payment 12 and close-out documentation.
  - Toured site with NRCS on September 30<sup>th</sup> and with landowners on October 10<sup>th</sup>.
  - Prepared Task Order for TerraSol to shred and reseed as necessary.
- Site 25 and 29 – delivered executed grant applications to NRCS and TSSWCB. New regulations will require that the WCID provide metes and bounds surveys of easements prior to release of funding.

### Other

- Continued coordination with AECOM who is preparing the *Atlas 14 Report for the Brushy Creek Basin* of Williamson County.
- Met with Halff Associates and with the Williamson Floodplain Coordinator on overall *Atlas 14 Report* for the 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.

**LOWER BRUSHY CREEK WCID**  
**Schedule of Board Meetings**  
**Fiscal Year 2023**

**Schedule of Regular and Special Board Meetings:**

**(Board Meetings are generally held on the 3<sup>rd</sup> Monday of each month)**

Monday, October 17, 2022	Regular Meeting	
Monday, November 21, 2022	Regular Meeting	
Monday, December 19, 2022	Regular Meeting	
Monday, January 16, 2023	Regular Meeting	
Monday, February 20, 2023	Regular Meeting	
Monday, March 20, 2023	Regular Meeting	
Monday, April 17, 2023	Regular Meeting	
Monday, May 15, 2023	Regular Meeting	
Monday, June 19, 2023	Regular Meeting	
Monday, July 17, 2023	Regular Meeting	
Monday, August 21, 2023	Regular Meeting	Appoint an auditor for FY 24
Wednesday, September 6, 2023	Regular Meeting	Preliminary vote on tax rate and budget
Monday, September 11, 2023 **	Special Meeting	Tax Rate Public Hearing
	Regular Meeting	Final Vote on tax rate and budget

**\*\* This meeting will be the 2<sup>nd</sup> Monday of the month**