



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
Allen R David, Director
Laine Holman, Director

AGENDA

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 9, 2024 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.

at 12:53 FILED P
o'clock M

AGENDA

1. Welcome, Call to Order, and determination of a Quorum;
2. Public Hearing regarding FY 24 Tax Rate;
3. 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);*
4. Consent Agenda - *the items on the consent agenda are considered routine by the District and will be enacted by one motion. There will be no separate discussion of the items unless requested by a Board member, in which event the item will be removed from the consent agenda and considered during the meeting.*
 - a. Minutes for the Regular Called Meeting Minutes of August 5, 2024;
 - b. Financial Reports for July 2024;
 - c. Joint Funding Agreement for FY 25 with the U. S. Geological Service for operation and maintenance of five water level/rainfall gauges for a fixed cost of \$42,500;
 - d. Professional Service Agreement, Amendment #1, for FY 25 with K Friese and Associates, LLC for maintenance management, policy and permitting support for a not-to-exceed cost of \$95,000;
 - e. Task Order No 25-1 for Annual Dam Inspections with M&E Consultants for annual dam inspections for a not-to-exceed cost of \$38,917;
 - f. Contract for Professional Services for FY 25 with RTS Connect LLC for communications consulting for a fixed cost of \$14,400;
 - g. Consulting Services Agreement for FY 25 with Ancira Strategic Partners, LLP for communication consulting for a fixed cost of \$12,000;
 - h. Professional Services Agreement for the term from January 1, 2025 through December 31, 2027 with Clarno Consulting, LLC for an annual cost of \$84,000 including vehicle allowance;

SEP 03 2024 MG

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

5. Consideration and approval of *Contract Agreement* with TerraSol LLC for FY25 Operation, Maintenance and Related services in an amount not to exceed \$107,877.95;
6. Consideration and approval to abandon the easement granted by Charles F and Alice Becker for Lower Brushy Creek Watershed Floodwater Retarding Structure No. 25 dated September 24, 1969 which was never built;
7. Consideration and approval of FY 25 Budget;
8. Close Public Hearing regarding FY 24 Tax Rate and consider adoption of an order setting the property tax rate of \$0.016546 per one hundred dollars valuation of property;
9. Agency Reports
10. Consideration and discussion of the General Manager's Report and update;
11. Executive Session as authorized by Section 551.072 (Deliberations regarding Real Property) of Chapter 551, Title 5 of the Texas Local Government Code: proposed easement acquisition and land values associated with the LBC Site 18 Upgrade Project;
12. Reconvene to open session to take action, if any, on matters discussed in the Executive Session;
13. Director's comments
14. Adjournment.

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

CERTIFICATION

I certify that a copy of the September 9, 2024, agenda of items to be considered by the Board of Directors of the Lower Brushy Creek WCID was posted on or before 5:00 pm on September 4, 2024.

Sue Lilly

Sue Lilly
District Clerk

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 4a - Minutes for the *Regular Called Meeting Minutes of August 5,*
2024

Minutes of the August 5, 2024
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 7:30am on Monday August 5, 2024 and announced that a Quorum was present. Board members present included Secretary/Treasurer Monica Masters, Director Allen David and Director Laine Holman. Others present included, General Manager Jim Clarno, Communication Consultant Richard Stone, District Clerk Sue Lilly and Board Attorney Mark Schroeder.

There were no citizens communications.

General Manager, Jim Clarno, presented for consideration and approval the Regular Called Meeting Minutes of June 3, 2024. A motion was made by Director Laine Holman 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 Financial Reports dated August 5 2024. A motion was made by Secretary/Treasurer Monica Masters to approve the financial reports as presented. The motion was seconded by Director Holman and approved by a vote of 4-0.

Clarno presented for discussion, the proposed FY 25 Budget and Tax Rate. There was no action taken.

Clarno presented for consideration and preliminary vote on FY 25 Tax Rate. A motion was made by Director Holman to preliminarily approve the FY 25 tax rate as presented. The motion was seconded by Director Allen and preliminarily approved by a vote of 4-0.

Clarno presented for consideration and discussion, the proposed FY 25 Annual Budget. There was no action taken.

Clarno presented for approval of Budget Amendment No. 1 for FY 24. A motion was made by Secretary/Treasurer Masters to approve the Budget Amendment No. 1 for FY 24 as presented. The motion was seconded by Director Allen and approved by a vote of 4-0.

Clarno presented for consideration and possible action to execute the Engagement Letter from Maxwell Lock and Ritter, LLC to perform auditing service for FY 24 for the not-to-exceed amount of \$11,500. A motion to approve the GM to execute the Engagement letter as presented was made by Director Holman. The motion was seconded by Secretary/Treasurer Masters and approved by a vote of 4-0.

Clarno presented for consideration and action regarding the "Manual for Operation and Maintenance". There were no actions taken and the board determined to have the signature page presented at the following Regular Called Board Meeting of LBCWCID in September.

Clarno presented for approval to abandon the easement granted by Charles F and Alice Becker for LBCW Floodwater Retarding Structure No 25, dated September 24, 1969, which was never built. There were no actions taken and the board determined to have the item re-presented at the next board meeting.

There were no agency reports.

Clarno presented the General Manager's Report and Update. No actions were taken.

President Komandosky opened an Executive Session at 8:38am, as authorized by Section 551.072 (Deliberations regarding Real Property) and Section 551.074 (Deliberations regarding Personal Matters) of Chapter 551, Title 5 of the Texas Local Government Code: easements and land values associated with the LBC Site 18 Upgrade Project
No action was taken.

The LBCWCID Regular Called Meeting of the Board of Directors reconvened at 8:54. No action was taken.

There were no other director's comments.

There being no further business, the meeting was adjourned without objection at 8:55am.

Respectfully submitted

Monica P Masters/ Secretary

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 4b – Financial Reports for July 2024

Lower Brushy Creek WCID

September 9, 2024

- Review Cash Activity Report, including Receipts and Expenditures
 - ☑ Action Items:
 - Review July 31, 2024 Financial Statements.

**Lower Brushy Creek WCID
Cash Activity Report
June 30, 2024 - July 31, 2024**

		<u>City National Bank</u>
		Operating Account
Reconciled Cash Balance - June 30, 2024		27,058.72
Subsequent Activity		21,077.22
<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Texpool Transfer to City National Bank		74,000.00
Grant Revenue		21,060.28
July Debit Card Purchases		(39.00)
Bott & Douthitt, PLLC	Accounting Services - June 2024	(2,200.00)
K Friese & Associates	Engineering Fees - June 2024	(5,492.21)
Lilly, Sue	District Clerk Services - June 2024	(462.00)
Mathews & Freeland, LLP	Legal Fees - May & June 2024	(4,520.00)
Ross, Molina, Oliveros, PC	Legal Fees - May & June 2024	(8,325.00)
TerraSol, LLC	Dam Maintenance - June & July 2024	(32,904.35)
United States Geological Survey	Data Collection Fees - 4/1/2024 - 6/30/2024	(10,312.50)
Ancira Strategic Partners LLP	Consulting Services - August 2024	(1,000.00)
Heritage Office Suites	General Manager Services - August 2024	(1,028.00)
RTS Connect	Rent - August 2024	(1,200.00)
Clarno Consulting LLC	Consulting Services - August 2024	(6,500.00)
	Total Bookkeeper's Account Expenditures	<u>21,077.22</u>
Reconciled Balance - July 31, 2024		\$ 48,135.94

**Lower Brushy Creek WCID
Cash/Investment Activity Report
June 30 , 2024 - July 31 , 2024**

	Interest Rates	Balance 6/30/2024	Subsequent		Subtotal 7/31/2024	Projected Balance 7/31/2024
			Receipts	Disbursements		
General Fund -						
City Nation Bank Account	n/a	\$ 27,058.72	\$ 95,060.28	\$ (73,983.06)	\$ 48,135.94	\$ 48,135.94
TexPool - General Operating	5.2800%	776,134.59	8,280.38	(74,000.00)	710,414.97	\$ 710,414.97
TexPool - Rainy Day Fund	5.2800%	219,332.37	990.51	-	220,322.88	\$ 220,322.88
Total - General Fund		1,022,525.68	104,331.17	(147,983.06)	978,873.79	978,873.79
Total - All Funds		\$ 1,022,525.68	\$ 104,331.17	\$ (147,983.06)	\$ 978,873.79	\$ 978,873.79

Recap & Standings Report

Cycles: All Taxing Units: Coupland ISD... Deposit Date Range: 10/01/2023 to 07/31/2024 Sorted By: By Year, Descending Options: Separate Rollbacks, Include

Property Tax

W13 (Lower Brushy Cr WC&ID)

2023 Fiscal Year: 10/01/2023 - 09/30/2024

Taxing Unit Totals (IS,MO,SA)

	Original Roll	Beg. Uncollected	Adjustments	Adjusted Uncollected	Collections	P&I Collected	Credits / Discounts Allowed	Atty. Fee Collected	Variance	Uncollected Balance YTD	Collections
2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2023	841,540.38	0.00	834,558.79	834,558.79	823,818.41	2,841.89	-912.31	432.56	1.14	11,653.83	822,904.96
2022	758,373.38	7,120.06	-986.69	6,133.37	3,328.30	970.33	59.70	745.11	0.13	2,745.50	3,387.87
2021	577,067.74	1,933.82	-234.19	1,699.63	114.98	118.04	10.55	55.61	0.00	1,574.10	125.53
2020	484,724.15	1,530.78	-608.24	922.54	-96.03	56.28	3.54	14.79	0.00	1,015.03	-92.49
2019	440,890.17	1,062.42	-7.14	1,055.28	62.46	41.93	2.98	12.96	0.00	989.84	65.44
2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2005 & prior	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Summary

Total Current	841,540.38	0.00	834,558.79	834,558.79	823,818.41	2,841.89	-912.31	432.56	1.14	11,653.83	822,904.96
Total Delinquent	2,261,055.44	11,647.08	-1,836.26	9,810.82	3,409.71	1,186.58	76.77	828.47	0.13	6,324.47	3,486.35
Rollbacks		135.87	2,510.09	2,645.96	768.78	10.42	0.00	0.00	0.00	1,877.18	768.78
Taxing Unit Total	3,102,595.82	11,782.95	835,232.62	847,015.57	827,996.90	4,038.89	-835.54	1,261.03	1.27	19,855.48	827,160.09

Percentages

% of Roll Collected - 2023 - 98.60%			Adjusted Original Roll -- \$834,558.79				Current YTD Collected -- \$822,904.96				
Tax Collections Compared to Current Taxes Billed 0% Collected											
All Collections Compared to Current Taxes Billed 0% Collected											
Combined Collections (Collections + P&I Collected) -- 832,035.79											

Lower Brushy Creek WCID

**Accountant's Compilation Report
July 31, 2024**

The District is responsible for the accompanying financial statements of the governmental activities of Lower Brushy Creek WCID, as of and for the ten months ended July 31, 2024, which collectively comprise the District's basic financial statements – governmental funds in accordance with the accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The District has omitted the management's discussion and analysis, the Statement of Net Assets, and Statement of Activities that the Governmental Accounting Standards Board required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context.

In addition, the District has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows and the components required by GASB 34 were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require that budgetary comparison information be presented to supplement the basic financial statements. Such information is presented for purposes of additional analysis and, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information is the responsibility of management. The required supplementary information was subject to our compilation engagement. We have not audited or reviewed the required supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Supplementary Information

The supplementary information contained in the schedules described in the Supplementary Information Index is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

We are not independent with respect to Lower Brushy Creek WCID.



September 9, 2024
Round Rock, TX

Bott & Douthitt, PLLC

Lower Brushy Creek WCID Governmental Funds Balance Sheet 7/31/2024

	Governmental Funds
	General Fund
Assets	
Cash and Cash Equivalents	
Cash	\$ 57,863.94
Cash Equivalents	930,737.85
Receivables	
Property Taxes	19,855.48
Total Assets	\$ 1,008,457.27
 Liabilities	
Accounts Payable	\$ 12,163.86
Total Liabilities	12,163.86
 Deferred Inflows of Resources	
Property Taxes	19,855.48
Total Deferred Inflows of Resources	19,855.48
 Fund Balance	
Fund Balances:	
Unassigned	976,437.93
Total Fund Balances	976,437.93
Total Liabilities, Deferred Inflows of Resources and Fund Balance	\$ 1,008,457.27

See Accountants' Report.

**Lower Brushy Creek WCID
Statement of Revenues,
Expenditures & Changes in Fund Balance-Governmental Funds
October 1, 2023 - July , 2024**

	Governmental Funds
	General Fund
Revenues:	
Property Tax Revenue, including penalties	\$ 831,979.75
Grant Revenue	21,060.28
Interest & Other Income	41,523.47
	894,563.50
Total Revenues	
 Expenditures:	
Current-	
Operating Expenses -	
Dam Rehabilitation	31,682.50
Dam Maintenance	144,815.59
Administrative Services -	
Advertising/Legal Notice	1,837.00
Dues/Subscriptions/Professional Development	1,644.76
Insurance	2,366.70
Meals & Entertainment	286.16
Office Supplies	471.87
Director Fees	3,000.00
Travel & Mileage	5,622.87
Tax Appraisal Fees	3,771.75
Tax Collection Fees	7,913.20
Office Contract Labor	3,878.18
Postage/Delivery Charges	432.00
Rent Expense	10,331.40
Miscellaneous Expense	2,291.97
Professional Fees -	
Legal Fees	20,222.50
Accounting Fees	12,000.00
Engineering Fees	83,913.95
USGS	30,937.50
General Manager	60,000.00
Auditing Fees	10,500.00
Other Consulting Fees	22,043.30
	459,963.20
Total Expenditures	
Excess/(Deficiency) of Revenues over Expenditures	434,600.30
 Fund Balance, October 1, 2023	541,837.63
Fund Balance, July 31, 2024	\$ 976,437.93

See Accountants' Report.

Supplementary Information
Index

General Fund

- Budgetary Comparison Schedule
- Revenue & Expenditures: Actual + Budgeted

Lower Brushy Creek WCID
Budgetary Comparison Schedule-General Fund
July 31, 2024

	Current Month			Year to Date		
	Actual	Budget	Difference	Actual	Budget	Difference
Revenues:						
Property Taxes, including penalties	\$ 4,787.41	\$ -	\$ 4,787.41	\$ 831,979.75	\$ 825,000.00	\$ 6,979.75
Grant Income	21,060.28	21,060.28	-	21,060.28	21,060.28	-
Interest Income	4,483.48	2,500.00	1,983.48	41,523.47	25,000.00	16,523.47
Total Revenues	30,331.17	23,560.28	6,770.89	894,563.50	871,060.28	23,503.22
Expenditures:						
Administrative Expenses						
General Manager	6,000.00	6,000.00	-	60,000.00	60,000.00	-
District Clerk	484.00	1,250.00	766.00	3,878.18	12,500.00	8,621.82
Director Fees	-	-	-	3,000.00	5,625.00	2,625.00
Accounting Fees	2,200.00	450.00	(1,750.00)	12,000.00	4,500.00	(7,500.00)
Audit Fees	-	-	-	10,500.00	10,500.00	-
Consulting fees	2,200.00	2,583.33	383.33	22,043.30	25,833.33	3,790.03
Legal Fees	960.00	1,666.67	706.67	20,222.50	16,666.67	(3,555.83)
Advertising/Legal Notices	307.00	833.33	526.33	1,837.00	8,333.33	6,496.33
Bonds/Insurance	-	-	-	2,366.70	2,000.00	(366.70)
Dues/Subscriptions/Professional Development	-	166.67	166.67	1,644.76	1,666.67	21.91
Meals/Entertainment	-	166.67	166.67	286.16	1,666.67	1,380.51
Rent	1,028.00	1,166.67	138.67	10,331.40	11,666.67	1,335.27
Office Supplies	-	166.67	166.67	471.87	1,666.67	1,194.80
Postage/PO Box/Delivery Charges	-	41.67	41.67	432.00	416.67	(15.33)
Travel/Mileage	500.00	541.67	41.67	5,622.87	5,416.67	(206.20)
Website	-	100.00	100.00	-	1,000.00	1,000.00
Williamson County - Election Office	-	-	-	-	-	-
Tax Appraisal Fees	-	-	-	3,771.75	4,125.00	353.25
Williamson County Tax Collector	-	-	-	7,913.20	5,000.00	(2,913.20)
Miscellaneous	39.00	991.66	952.66	2,291.97	9,916.67	7,624.70
Engineering Expenses						
Engineering/Surveying	4,827.25	18,166.67	13,339.42	83,913.95	181,666.67	97,752.72
USGS	-	-	-	30,937.50	30,937.50	-
Operating Expenses						
Dam Maintenance	7,869.54	20,000.00	12,130.46	144,815.59	200,000.00	55,184.41
Dam Repairs	-	22,916.67	22,916.67	-	229,116.67	229,116.67
Dam Rehabilitation	-	10,416.67	10,416.67	31,682.50	104,166.67	72,484.17
Total Expenditures	26,414.79	87,624.99	61,210.20	459,963.20	934,387.53	474,424.33
Excess/(Deficiency) of Revenues over Expenditures	\$ 3,916.38	\$ (64,064.71)	\$ 67,981.09	\$ 434,600.30	\$ (63,327.25)	\$ 497,927.55

**Lower Brushy Creek WCID
Revenues & Expenditures - General Fund: Actual + Budgeted
Fiscal Year 2023-2024**

	FY 2024 Budget Approved 9/11/23	Actual Oct-23	Actual Nov-23	Actual Dec-23	Actual Jan-24	Actual Feb-24	Actual Mar-24	Actual Apr-24	Actual May-24	Actual Jun-24	Actual Jul-24	Budget Aug-24	Budget Sep-24	Actual + Budgeted	Variance
Revenues:															
Property Taxes	\$ 825,000.00	\$ 10,815.99	\$ 51,557.75	\$ 430,684.09	\$ 213,364.52	\$ 94,471.82	\$ 12,196.86	\$ 6,119.91	\$ 5,254.75	\$ 2,726.65	\$ 4,787.41	\$ -	\$ -	\$ 831,979.75	\$ 6,979.75
Grant Income	76,000	-	-	-	-	-	-	-	-	-	21,060	-	54,940	76,000	-
Interest Income	30,000	2,776	2,599	2,845	4,513	4,827	5,137	4,941	4,978	4,424	4,483	2,500	2,500	46,523	16,523
Total Revenues	931,000	13,592	54,157	433,529	217,878	99,299	17,333	11,061	10,233	7,150	30,331	2,500	57,440	954,503	23,503
Expenditures:															
Administrative Expenses -															
General Manager	72,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	72,000	-
District Clerk	15,000	180	706	100	340	330	484	374	418	462	484	1,250	1,250	6,378	8,622
Director Fees	7,500	-	700	-	-	-	1,400	-	-	900	-	-	1,875	4,875	2,625
Accounting Fees	5,400	400	400	400	400	400	400	3,000	2,200	2,200	2,200	450	450	12,900	(7,500)
Audit Fees	10,500	-	-	-	10,500	-	-	-	-	-	-	-	-	10,500	-
Consulting fees	31,000	2,243	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,583	2,583	27,210	3,790
Legal Fees	20,000	-	620	200	2,270	1,188	3,895	6,570	1,120	3,400	960	1,667	1,667	23,556	(3,556)
Advertising/Legal Notices	10,000	1,530	-	-	-	-	-	-	-	-	307	833	833	3,504	6,496
Bonds/Insurance	2,000	2,367	-	-	-	-	-	-	-	-	-	-	-	2,367	(367)
Dues/Subscriptions/Professional Development	2,000	200	200	-	150	520	76	400	-	99	-	167	167	1,978	22
Meals/Entertainment	2,000	89	-	96	-	-	33	37	-	31	-	167	167	619	1,381
Rent	14,000	1,079	1,028	1,028	1,028	1,028	1,028	1,028	1,028	1,028	1,028	1,167	1,167	12,665	1,335
Office Supplies	2,000	-	132	-	-	129	211	-	-	-	-	167	167	805	1,195
Postage/PO Box/Delivery Charges	500	-	-	-	-	-	-	-	432	-	-	42	42	515	(15)
Travel/Mileage	6,500	685	500	583	500	500	623	732	500	500	500	542	542	6,706	(206)
Website	1,200	-	-	-	-	-	-	-	-	-	-	100	100	200	1,000
Williamson County - Election Office	25,000	-	-	-	-	-	-	-	-	-	-	-	25,000	25,000	(0)
Appraisal Fees	5,500	-	-	1,257	-	-	1,257	-	-	1,257	-	-	1,375	5,147	353
Williamson County Tax Collector	5,000	7,913	-	-	-	-	-	-	-	-	-	-	-	7,913	(2,913)
Miscellaneous	11,900	668	-	-	-	88	369	254	103	772	39	992	992	4,275	7,625
Engineering Expenses -															
Engineering/Surveying	218,000	23,287	4,409	2,837	11,738	8,241	2,671	7,076	6,185	12,642	4,827	18,167	18,167	120,248	97,752
USGS	41,250	-	-	10,313	-	-	10,313	-	-	10,313	-	-	10,313	41,251	(1)
Operating Expenses -															
Dam Maintenance	240,000	520	34,832	-	-	-	-	24,997	48,285	28,312	7,870	20,000	20,000	184,816	55,184
Dam Repairs	275,000	-	-	-	-	-	-	-	-	-	-	22,917	22,917	45,833	229,167
Dam Rehabilitation	125,000	-	-	-	-	31,683	-	-	-	-	-	10,417	10,417	52,516	72,484
Total Expenditures	1,148,250	47,161	51,728	25,014	35,126	52,305	30,960	52,668	68,471	70,115	26,415	87,625	126,188	673,777	474,473
Excess/(Deficiency) of Revenues over Expenditures	\$ (217,250)	\$ (33,569)	\$ 2,429	\$ 408,515	\$ 182,751	\$ 46,994	\$ (13,626)	\$ (41,607)	\$ (58,239)	\$ (62,965)	\$ 3,916	\$ (85,125)	\$ (68,749)	\$ 280,726	\$ 497,926

See Accountants' Report.

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 4c – Joint funding Agreement with USGS



United States Department of the Interior

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

July 2, 2024

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

Dear Mr. Clarno:

Enclosed is one signed copy of our standard joint-funding agreement 25SJFATX216000 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Lower Brushy Creek WCID for negotiated deliverables (see attached), during the period October 1, 2024 through September 30, 2025 in the amount of \$42,500 from your agency. U.S. Geological Survey contributions for this agreement are \$0 for a combined total of \$42,500. Please sign and return one fully-executed original to Kandis Becher at GS-W-OT_OTFM@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **August 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Gregory Stanton at (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 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
25SJFATX216000

**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 #: 25SJJFATX216000
Project #: SJ009ME
TIN #: 71-0879852**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2024, 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 for negotiated deliverables (see attached), 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, 2024 to September 30, 2025
- (b) \$42,500 by the party of the second part during the period
October 1, 2024 to September 30, 2025
- (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/office-of-science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

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

Customer #: 600007890
Agreement #: 25SJJFATX216000
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 Clarno
General Manager
Address: PO BOX 467
Georgetown, TX 78627
Telephone: (512) 517-7596
Fax: (n/a)
Email: jclarno.pe@att.net

USGS Billing Point of Contact

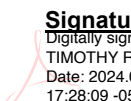
Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5051
Fax: (682) 316-5022
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: James Clarno
General Manager
Address: PO BOX 467
Georgetown, TX 78627
Telephone: (512) 517-7596
Fax: (n/a)
Email: jclarno.pe@att.net

U.S. Geological Survey
United States
Department of Interior

Lower Brushy Creek WCID

By **TIMOTHY RAINES**  **Date:** _____
Name: Timothy H. Raines
Title: Director

Signature
Digitally signed by
TIMOTHY RAINES
Date: 2024.07.02
17:28:09 -0500

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**Lower Brushy Creek WCID
25SJJFATX216000**

Station Number	Description	Code	No. Units	USGS Funds	Lower Brushy Creek WCID Funds	Total Funds
001: SURFACE WATER						
303437097285701	LBC Dam 25 nr Taylor, TX Full Range Streamflow Station	RES-E	1	\$0	\$7,000	\$7,000
		PRECIPCONT	1	\$0	\$1,500	\$1,500
		Site Total:		\$0	\$8,500	\$8,500
303129097254701	LBC Dam 29 nr Taylor, TX	RES-E	1	\$0	\$7,000	\$7,000
		PRECIPCONT	1	\$0	\$1,500	\$1,500
		Site Total:		\$0	\$8,500	\$8,500
302722097230001	LBC Dam 32 nr Coupland, TX	RES-E	1	\$0	\$7,000	\$7,000
		PRECIPCONT	1	\$0	\$1,500	\$1,500
		Site Total:		\$0	\$8,500	\$8,500
303425097175601	LBC Dam 18 nr Thrall, TX	ELEVCONT	1	\$0	\$7,000	\$7,000
		PRECIPCONT	1	\$0	\$1,500	\$1,500
		Site Total:		\$0	\$8,500	\$8,500
303549097143301	LBC Dam 20 nr Thorndale, TX	ELEVCONT	1	\$0	\$7,000	\$7,000
		PRECIPCONT	1	\$0	\$1,500	\$1,500
		Site Total:		\$0	\$8,500	\$8,500
SURFACE WATER TOTAL:				\$0	\$42,500	\$42,500

PROJECT	USGS FUNDS	Lower Brushy Creek WCID FUNDS	TOTAL FUNDS
SURFACE WATER: 00120	\$0	\$42,500	\$42,500
TOTAL	\$0	\$42,500	\$42,500

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

**Item 4d – Professional Service Agreement, Amendment #1
with K Friese & Assoc**

Professional Service Agreement, Amendment # 1

KFA PROJECT # 0957

Lower Brushy Creek WCID

Project: LBCWCID GEC

This Amendment No.1 is made pursuant to the terms and conditions of the original Agreement for Professional Services dated September 11, 2023, by and between K Friese & Associates, LLC and Lower Brushy Creek WCID.

Under the Professional Service Agreement Lower Brushy Creek WCID has requested that K Friese & Associates, LLC perform engineering services to provide support with the management of easement encroachments and maintenance activities.

SERVICES PROVIDED BY SUBCONSULTANT:

Refer to Exhibit A for details.

DELIVERABLES: Scope has been revised per anticipated effort during the 2024-2025 period. Refer to Exhibit A for scope details.

DURATION: This Agreement shall remain in effect until September 30, 2025, unless terminated as provided herein, or extended by mutual agreement in writing. This Agreement is subject in all respects to the Terms and Conditions attached hereto and incorporated herein by reference.

BUDGET: Hourly rates have been revised for the 2024-2025 period, and fees have been updated per revised scope. Refer to Exhibit B for rates and fee details.

LOWER BRUSHY CREEK WCID

K FRIESE & ASSOCIATES, LLC

SIGNED: _____

SIGNED: _____

TYPED NAME: James Clarno, P.E.

TYPED NAME: Charlotte Gilpin, P.E.

TITLE: General Manager

TITLE: Vice-President

DATE: _____

DATE: _____

Attachments:

Exhibit A: Scope

Exhibit B: Rates and Fees

EXHIBIT A

Scope of Services

Purpose

K Friese + Associates, LLC. (Engineer) to provide support with the management of easement encroachments and maintenance activities for the dams within the Lower Brushy Creek Water Control and Improvement District.

Maintenance Management Support

Engineer will develop and maintain documentation for maintenance activities and assist with consultant and/or contractor coordination on contracts, RFQs and/or IFBs, and verification of activities performed by vendors.

- Project Management/Administration
- District Board Meeting Attendance, as requested
- Regular meetings with District's General Manager, as needed or as requested.
- Engineer will manage, respond to and support other District maintenance consultants and/or contractors, as requested by the District.
- Engineer will support the District through the upkeep of the District Maintenance Manual.
- Engineer will support the District through the development and solicitations of new qualifications and/or bids for various maintenance services.
- Operations & Maintenance Plan upkeep
 - Dam access points
 - Maintenance boundaries, mapping, and quantity estimates
- Vegetation
 - Mowing & Shredding
 - Brush & Tree Clearing
 - Chemical treatment
- Annual operation and maintenance inspections (joint with NRCS, TCEQ, Texas State Soil and Water Conservation Board)
- 5-year technical inspections (joint with NRCS as EOR)
- Valve replacement, operation, and maintenance
- Fencing, gates, and cattle grazing
- USGS Coordination
- Landowner Coordination

Policy and Permitting Review Support

- Project Management/Administration
- District Board Meeting Attendance, as requested
- Regular meetings with District's General Manager, as needed or as requested.

- Engineer will support the District with the overall development review process, including permitting, construction field inspections, close out and acceptance of development encroachments.
- Engineer will support the District with final revisions of the Manual on Encroachment and upkeep of any policy adjustments and revisions.
- As requested by or authorized by the District, the Engineer will respond and support other consultants and/or contractors with information and work within the Engineer's typical responsibilities for the District.
- GIS Support and coordination as requested by the District.

Capital Improvement Projects Support

- Project Management/Administration
- District Board Meeting Attendance, as requested
- Regular meetings with District's General Manager, as needed or as requested.
- Engineer will support the District developing and managing contracts with Engineering Consultants to take projects from preliminary design phase, through final design, permitting with TCEQ, bid and construction.
- Engineer will support the District by developing request of qualifications, setting up the bid advertisement, proposal evaluation and consultant/contractor selection.
- Engineer will support District by performing site inspections with Engineer Consultants and/or during construction efforts, as required.
- As requested by or authorized by the District, the Engineer will respond and support other consultants and/or contractors with information and work within the Engineer's typical responsibilities for the District.
- GIS Support and coordination as requested by the District.

EXHIBIT B

Fee Schedule

K Friese + Associates Billing Rates: Personnel labor will be billed at the following hourly rates:

<u>Rate Category</u>	<u>Hourly Rates</u> <u>2024-2025</u>	
Principal I	\$	285.00
Principal II	\$	300.00
Technical Advisor I	\$	235.00
Technical Advisor II	\$	245.00
Technical Advisor III	\$	255.00
Senior Engineer I	\$	190.00
Senior Engineer II	\$	210.00
Senior Engineer III	\$	225.00
Project Engineer I	\$	155.00
Project Engineer II	\$	170.00
Project Engineer III	\$	180.00
Engineer-in-Training I	\$	120.00
Engineer-in-Training II	\$	130.00
Engineer-in-Training III	\$	140.00
GIS Technician Entry	\$	100.00
GIS Technician	\$	140.00
Senior GIS Technician	\$	160.00
CADD Technician Entry	\$	90.00
CADD Technician	\$	130.00
Senior CADD Technician	\$	150.00
Contract Specialist	\$	115.00
Administrative Assistant	\$	80.00
Inspector III	\$	140.00

Note: Billing rates are subject to adjustments annually in October each year.

Reimbursable Costs

Reimbursable costs include “out of pocket” expenses, the cost of which shall be charged at actual costs and shall be itemized and included in the invoice. Reimbursable expenses will not include sales tax. A sales tax exemption form may be requested from the District. Typical out-of-pocket expenses shall include, but not be limited to job-related mileage, courier, and outside printing and reproduction costs. In the event the requested service involves the use of other special equipment such as boats, special measuring devices, etc., an additional direct charge shall be made for the use of this equipment.

Mileage

Company vehicle mileage charges are invoiced at the current rate/mile issued by the IRS. Mileage is limited to Dam site visits calculated to/from the KFA Round Rock Office unless staff is working from home and that trip is shorter.

Fee Schedule

TASKS	Principal II	Technical Advisor I	Project Manager	Project Engineer I	Inspector III	Engineer-In-Training III	Senior GIS Technician	Admin	Total Hours	Total Labor	Expenses	Total Fee
	\$300.00	\$235.00	\$190.00	\$155.00	\$140.00	\$140.00	\$140.00	\$115.00				
1 Task 1. MAINTENANCE MANAGEMENT SUPPORT												
Meetings (Board & regular coordination meetings)	8	8	32	12		12		12	84	\$13,400.00	\$235.84	\$13,635.84
Vegetation Control, Mowing, Repairs support			40	60		60	16		176	\$27,540.00	\$2,124.06	\$29,664.06
Dam Inspections support			2	20	12	40			74	\$10,760.00	\$1,078.70	\$11,838.70
TOTAL for Task 1	8		74	92	12	112	16		314	\$51,700.00	\$3,438.60	\$ 55,138.60
2 Task 2. POLICY AND PERMITTING REVIEW SUPPORT												
Encroachment Policy Revisions	2	12	24			12			50	\$6,840.00		\$6,840.00
Permit application review support			24	12	8	40	8		92	\$14,260.00	\$140.70	\$14,400.70
TOTAL for Task 2	2		48	12	8	52	8		130	\$21,100.00	\$140.70	\$ 21,240.70
3 Task 3. CAPITAL IMPROVEMENTS PROJECTS SUPPORT												
Capital Improvement Projects Support & coordination	2	4	36	8	8	50	12		120	\$18,480.00	\$140.70	\$18,620.70
TOTAL for Task 3	2	4	36	8	8	50	12		120	\$18,480.00	\$140.70	\$ 18,620.70
TOTAL	12		158	112	28	214	36		564	\$ 91,280.00	\$ 3,720.00	\$ 95,000.00

KEY STAFF

KFA Key Staff	Title / Category
Charlotte Gilpin	Principal II
Ruth Haberman	Technical Advisor I
Carolina Lara	Project Manager / Senior Engineer I
Siavash Eidi	Project Engineer I
Amanda Elliott	Engineer-in-Training III
Matthew Stotts	Senior GIS Technician
Hunter Smith	Inspector III

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

**Item 4e – Task Order No 25-1 for Annual 25 Dam Inspections
With M&E Consultants**

**LOWER BRUSHY CREEK WCID
FY 25 ANNUAL DAM INSPECTIONS
TASK ORDER No. 25-1**

DESCRIPTION OF TASK ORDER No. 25-1

The **M&E CONSULTANTS** is hereby authorized to perform the FY 25 Annual Inspections of the 23 flood control dams managed by the Lower Brushy Creek WCID as per its proposal dated June 14, 2024 and the terms and conditions of the **CONTRACT AGREEMENT**:

\$38,917

Total Estimated Cost

M&E CONSULTANTS may also consider this as it's Notice to Proceed with the work.

APPROVAL OF TASK ORDER No. 25-1

LOWER BRUSHY CREEK WCID (Owner)

James R. Clarno, P.E.
General Manager

Date



CLIENT: Lower Brushy Creek WCID

Date: June 14, 2024

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 sites listed above. The map and documentation for each structure will be sent to the district when it is completed.

The cost to provide the inspections is shown in the attached price proposal spreadsheet. The total contract cost is approximately \$38,917.

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: 6/14/2024

B. Trent Street PE
President
M&E Consultants
tstreet@mande-pe.com

LOWER BRUSHY CREEK
2024 - 23 ANNUAL DAM INSPECTIONS
COST PROPOSAL

LABOR COST PER SITE			
	Project Engr.	Ag. Engr.	Ag. Engr.
TASKS	RATES		
	\$234.52	\$126.54	\$126.54
Field Investigation	2.0	2.0	2.0
Report	0.5	2.0	2.0
Total Labor/Site	\$586.30	\$506.16	\$506.16
Total Labor All Sites	\$36,768.26		
TRAVEL AND EQUIPMENT COST			
Mileage			
Cost per mile	\$0.67		
Miles ^{1/}	110		
Total Mileage Cost 4 Sites	\$73.70		
^{1/} Four sites per day at 110 mile round trip			
Equipment			
Drone and GPS Instrument per Day (4 Sites)	\$300.00		
Total Mileage and Equipment for 4 Sites per Day	\$373.70		
Total Cost per Site	\$93.43		
Total Cost All Sites	\$2,148.78		
Total Labor, Mileage & Equipment (23 Sites)	\$38,917.04		

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 4f- Contract for Professional Services
With RTS Connect LLC

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, 2025. 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 (10) 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
500 W. University Avenue, Suite C
Georgetown, Texas 78626

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. Increase website content by adding tabs and maps for each of the sites.

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.

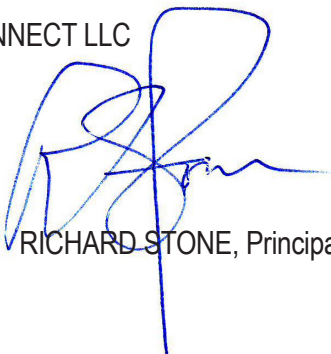
AGREED AND ACCEPTED:
LOWER BRUSHY CREEK WCID

By: JAMES CLARNO, General Manager

Date:

and

RTS CONNECT LLC



By: RICHARD STONE, Principal Consultant

Date: Aug. 31, 2024

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 4g- Professional Services Agreement
With Ancira Strategic Partners, LLP

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on the 1st day of September, 2023 between Ancira Strategic Partners, LLP (Ancira), a Texas entity, having its principal place of business at 1122 Colorado St., Suite 107, Austin, Texas 78701 and Lower Brushy Creek Water Control and Improvement District.

Lower Brushy Creek WCID (herein after referred to as "Client") hereby retains Ancira Strategic Partners, LLP. (herein after "Ancira" or "Consultant") to provide political and legislative consulting services, as more fully described below, on the following terms and conditions:

1. Term. The period of this Agreement is from September 1, 2023 through August 31, 2025. Thereafter, this Agreement may be extended by mutual written agreement of the parties.
2. Fees and Expenses. For its services under this Agreement, Ancira shall be entitled to a monthly fee of \$1,000.

Ancira will invoice Client on the first day of each month during the term of this agreement. Any additional expenses incurred by Ancira will only be reimbursed with prior authorization from Client. Client will reimburse Ancira for any applicable mileage due to its performance under this Agreement. Such expenses and fees shall be due and payable by Client upon receipt of the monthly invoice.

3. Services. Ancira will provide the following services under this Agreement:
 - a) In conjunction with Client's staff, and other Client consultants, develop a plan to educate elected or appointed state officials regarding Client legislative issues, priorities and positions before and during the 89th Legislative Session. Additionally, Consultant will work with Client staff to
 - a. Arrange meetings with identified legislative members and staff to explain Client positions and develop an increased capacity for support of Client priorities and positions.
 - b. Conduct periodic reviews of the status of these efforts.

It is understood and agreed that Ancira will not make representations or statements on behalf of Client without prior direction or consent from Client staff.

9. **Entire Agreement: Amendments.** This Agreement constitutes the full Agreement between the parties. The invalidity of any part of this Agreement shall not affect the remaining parts thereof. Any amendment to this Agreement shall not be effective unless the same is set forth in writing, and signed by both parties.
10. Termination. This Agreement shall terminate upon the expiration of its term in accordance with Section 1 above. Either party may terminate this Agreement by providing notice in writing thirty days prior to the date of termination.
11. Conflicts of Interest. Ancira agrees not to accept any employment that would conflict with the interest of Client on legislative and/or regulatory matters; should any conflict arise between Client and Consultant relating to legislation, the matter will be settled to the satisfaction of Client.
12. Limitation of Representation. Client understands and agrees that Ancira's representation is limited to the area of governmental relations.
13. Marketing Opportunities. Client and Ancira mutually agree that Client may use the firm's name and description of the professional services provided pursuant to this Agreement in communicating with its members and encouraging their participation in programs and services offered by Client.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

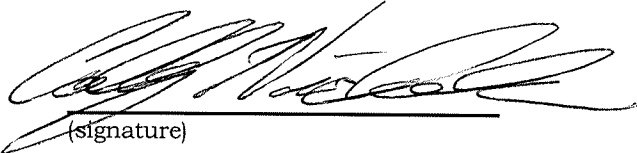
Lower Brushy Creek WCID

(signature)

By:

Date: _____, 2024

ANCIRA STRATEGIC PARTNERS, LLP



(signature)

By:

Date: 1/3, 2024

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 4h – Professional Services Agreement
With Clarno Consulting, LLC

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This AGREEMENT is entered into by the LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, herein called the "OWNER" and CLARNO CONSULTING, LLC, at Texas limited liability company, hereby called the "ENGINEER."

The parties agree as follows:

- I. **EMPLOYMENT OF ENGINEER:** In accordance with the terms of this AGREEMENT, OWNER agrees to employ ENGINEER; ENGINEER agrees to perform professional and other services as the General Manager of the OWNER; and OWNER agrees to pay ENGINEER compensation.
- II. **SCOPE OF SERVICES:** ENGINEER shall render professional services as set forth in "Attachment A – Scope of Services" which is attached hereto and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay ENGINEER for all professional services rendered under this AGREEMENT in accordance with "Attachment B – Compensation" which is attached hereto and made a part of this AGREEMENT.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** "Attachment C – Terms and Conditions of Agreement" which is attached hereto and made a part of this AGREEMENT shall govern the relationship between the OWNER and the ENGINEER.

Nothing in this AGREEMENT shall be construed to give any rights or benefits in the AGREEMENT to anyone other than the OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and ENGINEER and supersedes all prior written or oral understandings and is executed in two counterparts.

PROFESSIONAL SERVICES AGREEMENT

IN TESTIMONY HEREOF, they have executed this AGREEMENT on the 9th day of September 2024.

LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT (OWNER)

By: _____
Edmond S. Komandosky, President

ATTEST:

By: _____
Monica P. Masters, Secretary

CLARNO CONSULTING, LLC a Texas limited liability company (ENGINEER)

By: _____
James R. Clarno, P.E., President

**ATTACHMENT A
SCOPE OF SERVICES**

ARTICLE I - BASIC SERVICES: The ENGINEER shall perform the following professional and other services as the General Manager of the OWNER:

- A. Assist the OWNER in the general administration and financial management of the District including but not limited to regular, electronic and telephone communications and correspondence; review and payment of bills, requests for reimbursement and other duties as required;
- B. Prepare for and attend all regular and special meetings of the Board of Directors;
- C. Attendance at other public or private meetings as required or requested;
- D. Assist the OWNER in the operation and maintenance of the OWNER's flood control structures (dams), annual inspection of those structures and the management and payment of any contractors employed by the OWNER;
- E. Assist the OWNER in the operation, maintenance, repair, remediation and rehabilitation of the OWNER's flood control structures including coordination with the USDA - Natural Resource Conservation Service (NRCS), the Texas State Soil and Water Conservation Board (TSSWCB), the Taylor Soil and Water Conservation District (Taylor SWCD), and the Texas Commission on Environmental Quality (TCEQ);
- F. Provide information that is readily available from the OWNER's files to interested parties, including but not limited to the OWNER's Board of Directors, the Board Attorney, Williamson County and other public officials, NRCS, TSSWCB, Taylor SWCD and TCEQ, consultants, landowners, and prospective purchasers of land, and appraisers;
- G. Review of submissions to the OWNER including but not limited to development, maintenance, repair or rehabilitation;
- H. Provide general project management duties as required by the Board to meet NRCS, TSSWCB, and TCEQ requirements; and
- I. Other duties as required or requested by the Board of Directors.

JRC _____
CLIENT _____

**ATTACHMENT B
COMPENSATION**

- A. Schedule of Charges:** ENGINEER shall perform the Basic Services on a monthly charge basis plus any Other Direct Expenses. ENGINEER shall perform the Additional Services on a time and expense basis for personal services plus any Other Direct Expenses:
1. Basic Services: Charge for Principal shall be \$6,500 per month.
 2. Additional Services: Charge for any Additional Services directed by the Board shall be \$100 per hour.
 3. Mileage charges for Basic Services shall be \$500 per month. Mileage charges for any Additional Services shall be reimbursed at the standard IRS mileage rate.
 4. Other Direct Expenses:
 - a. Include outside printing and reproduction expense, travel, transportation and subsistence away from Williamson County, laboratory analysis, tests, sub-contractors and other miscellaneous expenses directly related to the work.
 - b. For Basic Services, Other Direct Expenses are reimbursed at actual cost times a multiplier of 1.15.
 - c. For Additional Services, Other Direct Expenses are reimbursed at actual cost.

JRC _____
CLIENT _____

ATTACHMENT C
TERMS AND CONDITIONS OF AGREEMENT

- A. **DEFINITIONS:** The term OWNER as used herein refers to LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT. The term ENGINEER as used herein refers to CLARNO CONSULTING, LLC, a Texas limited liability company, its employees and agents; and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by the ENGINEER pursuant to the AGREEMENT.
- B. **CHANGES:** OWNER, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change order under this clause causes an increase or decrease in the ENGINEER's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, and equitable adjustment will be made by mutual AGREEMENT and the AGREEMENT modified in writing accordingly.
- C. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten (10) days written notice. In the event of termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to the termination.
- D. **INFORMATION FURNISHED BY OWNER:** OWNER will assist ENGINEER by placing at ENGINEER's disposal all information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project. ENGINEER shall have no liability for defects or negligence in the Services attributable to ENGINEER's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by OWNER and OWNER agrees to indemnify and hold ENGINEER harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. ENGINEER shall disclose to OWNER, prior to use thereof, defects or omissions in the data, design criteria, drawings, specification or other information furnished by OWNER to ENGINEER that ENGINEER may reasonably discovering in its review and inspection thereof.
- E. **SUBCONTRACTS:** If, for any reason, at any time during the progress of the Services, OWNER determines that any subcontractor for ENGINEER is incompetent or undesirable, OWNER will notify ENGINEER accordingly and ENGINEER shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create contractual relation between subcontractor and OWNER.

JRC _____
CLIENT _____

- F. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the OWNER upon payment of ENGINEER's fees for services. ENGINEER may retain copies for record purposes. OWNER agrees such documents are not intended or represented to be suitable for reuse by OWNER or others. Any reuse by OWNER or by those who obtained said documents written verification or adaption by ENGINEER will be at OWNERS's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent associates or consultants and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification will entitle ENGINEER to further reasonable compensation. ENGINEER may reuse all drawings, reports, data and other project information in the execution of the Services provided under this AGREEMENT in ENGINEER's other /activities. Any reuse by ENGINEER will be at ENGINEER's sole risk and without liability or legal exposure to OWNER, and ENGINEER shall indemnify and hold harmless OWNER from all claims, damages losses and expenses including attorney's fees arising out of or resulting therefrom.
- G. **OPINION OF PROBABLE COSTS:** ENGINEER will furnish an opinion of probable project development cost based on present day cost but does not guarantee the accuracy of such estimates. Opinions of probable costs, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by ENGINEER hereunder will be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment as an experienced and qualified design professional. It is recognized, however, that ENGINEER does not have control over the cost of labor, material, equipment or services furnished by others or the market conditions or contractors' methods of determining their process.
- H. **PAYMENT:** Progress payments may be requested by ENGINEER based on the amount of services completed. Payment for the services of ENGINEER shall be due and payable upon submission of a statement for services to OWNER. Statement for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to ENGINEER's compensation. If OWNER fails to make any payment due ENGINEER for services and expenses within (30) days after receipt of ENGINEER's statement for services, therefor, the amounts due ENGINEER will be increased at a rate of one percent (1%) per month from said thirtieth (30th) day and, in, an addition, ENGINEER may after giving seven (7) days notice to OWNER, suspend services under this AGREEMENT until ENGINEER has been paid in full, all amounts due for services, expenses and charges.

JRC _____
CLIENT _____

- I. **INSURANCE:** The ENGINEER has and will maintain throughout the term of the AGREEMENT the following minimum insurance limits and coverage:
- | | |
|--|---------------------|
| 1. WORKER'S COMPENSATION | per state law |
| 2. COMMERCIAL GENERAL LIABILITY | \$1,000,000 |
| 3. AUTOMOBILE LIABILITY (incl. Bodily Injury, Property damage) | \$250,000/\$500,000 |
| | Per occurrence |
- J. **SUCCESSORS AND ASSIGNMENTS:** OWNER and ENGINEER are each hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of the other party, in respect of all covenants, AGREEMENTs and obligations of this AGREEMENT. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may be come due or moneys that are, due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent associates and consultants, as ENGINEER may deem appropriate to assist in the performance of services hereunder.
- K. **ENTIRETY OF AGREEMENT:** This AGREEMENT embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other AGREEMENTs and understandings, oral or written, with reference to the subject matter. No alteration, change or modification of the terms of the AGREEMENT shall be valid unless made in writing signed by both parties.
- L. **GOVERNING LAW:** This AGREEMENT shall be governed by and construed according to the laws of the State of Texas.
- M. **TERM OF AGREEMENT:** This AGREEMENT shall be effective as of January 1, 2025, and shall terminate on December 31, 2027.

JRC _____
CLIENT _____

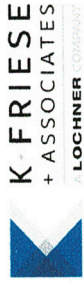
Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 5 – Contract Agreement with TerraSol, LLC

FY 2025 Annual Operation, Maintenance and Related Services



Lower Brushy Creek WCID
601 Quail Valley Drive, Georgetown, Texas 78626



By: Carolina Lara, P.E.
Date: 08/27/2024

BID TABULATION

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	Reference (bid cost)			TerraSol LLC			Heartland Construction Services LLC			Do It All Bates			
				UNIT PRICE	COST		UNIT PRICE	COST		UNIT PRICE	COST		UNIT PRICE	COST		
01-01	Removal of undesirable vegetation (mowing or shredding)	400	Acre	\$ 75.00	\$30,000.00		\$60.90	\$24,360.00		\$65.00	\$26,000.00		\$275.00*	\$110,000.00		
01-02	Removal of small woody brush or other undesirable vegetation (spot spraying)	35	Acre	\$ 60.00	\$2,100.00		\$65.57	\$2,294.95		\$50.00	\$1,750.00		\$1,000.00	\$35,000.00		
01-03	Herbicide application to establish desirable vegetative cover	300	Acre	\$ 100.00	\$30,000.00		\$77.46	\$23,238.00		\$65.00	\$19,500.00		\$65.00	\$19,500.00		
01-04	Fertilizer application to establish desirable vegetative cover	300	Acre	\$ 175.00	\$52,500.00		\$109.95	\$32,985.00		\$130.00	\$39,000.00		\$80.00	\$24,000.00		
BB-05	Removal of debris on front slopes, repair soil erosion and other required work (allowance)	As directed	various	\$ 25,000.00	\$25,000.00		\$25,000.00	\$25,000.00		\$25,000.00	\$25,000.00		\$25,000.00	\$25,000.00		
GRAND TOTAL:					\$159,600.00			\$107,877.95			\$111,250.00			\$213,500.00		
Exhibit A: Bid Schedule															✓	
Exhibit B: References																✓
Exhibit C: General Safety Record																✗
Exhibit D: equipment schedule																✓
Exhibit E: List of Subcontractors																✓
Exhibit F: Bidder Certification																✓
Exhibit G: Technical Specifications																✓
Addendum No.1 Acknowledged																✓

✓ Check if included
✗ Cross if not included

*Unit Cost for Item 01-01 for Do It All Bates was revised from \$550.00 to \$275.00 (and confirmed with bidder) as an error in the math was found.

LOWER BRUSHY CREEK WCID
FY 25 ANNUAL OPERATION, MAINTENANCE AND RELATED SERVICES
CONTRACT AGREEMENT

THIS AGREEMENT, made the ninth day of September 2024, by and between the Lower Brushy Creek Water Control & Improvement District (hereinafter called OWNER) and TerraSol LLC (hereinafter called CONTRACTOR).

WITNESSETH:

THAT WHEREAS: in accordance with law, Owner has Contract Documents to be prepared and an Invitation to Bid to be published, for and in connection with the **FY 25 ANNUAL OPERATION, MAINTENANCE AND RELATED SERVICES** (the Work); and

WHEREAS, Contractor, in response to the Invitation for Bid, has submitted to Owner, in the manner and at the time specified, a sealed bid in accordance with Instructions to Bidders; and

WHEREAS, Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined Contractor to be the lowest responsible Bidder for the Work and duly awarded to Contractor a contract therefor, for the sum or sums named in Contractor's Bid.

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, Owner for itself and its successors and assigns, and its, his, or their executors and administrators, as follows:

ARTICLE I. Contractor shall perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the work; and bonds, insurance and submittals; all as indicated or specified in the contract documents to be performed or furnished by Contractor for the work included in and covered by Owner's official award of this contract to Contractor, such award being based on the acceptance by Owner of Contractor's bid.

ARTICLE II. Owner shall pay to Contractor for performance of the work embraced in this contract, and Contractor shall accept as full compensation therefor, the sum (subject to adjustment as provided in the contract documents) of One hundred and seven thousand, eight hundred seventy seven Dollars and ninety five Cents (\$107,877.95) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the contract documents.

ARTICLE III. The term of this agreement shall be for a period of one (1) year, commencing on October 1, 2024, and may be renewed by subsequent agreement of the parties of this agreement for up to two (2) additional one (1) year periods for a total potential term of three (3) years.

ARTICLE IV. Owner will issue Task Orders for work to be performed. The Contractor shall complete all work in each Task Order within 75 calendar days.

ARTICLE V. The contract documents that comprise the Contract between Owner and Contractor, attached hereto and made a part hereof, consist of the following:

- (1) This Contract Agreement.
- (2) Contractor’s Bid: Exhibits A through F.
- (3) Invitations for Bids (IFB) Addendum Number 1.
- (4) Task Order(s) issued by OWNER
- (5) Any modifications (change orders) duly delivered or supplemental agreements duly entered into after execution of this Contract Agreement.
- (6) Notices of Final Completion and Acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER

CONTRACTOR

LOWER BRUSHY CREEK WCID

TerraSol LLC

By: _____
James R Clarno, P.E.
General Manager

By: _____
Title: _____

Attest:

Address for giving notices:
TerraSol LLC
P.O. Box 347
Taylor, Texas 76574

By: _____
Sue Lilly, District Clerk

Approved as to form:

License No. _____

By: _____
Mark J Schroeder
Board Attorney

Address for giving notices:
James R. Clarno, P.E. General Manager
Lower Brushy Creek WCID
P.O. Box 467
Georgetown, TX 78627

This action was authorized at an official Meeting of the Lower Brushy Creek WCID on September 9, 2024 in Taylor, Texas.

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 6 – Abandon Becker Easement

Recorded Easement

From

Charles F and Alice Becker of Milam County

to the

Brushy Creek WCID No. 1 of Williamson and Milam Counties

for

Lower Brushy Creek Site No. 25

which was never built.

EASEMENT

THE STATE OF TEXAS, }
COUNTY OF MILAM. }

17483

KNOW ALL MEN BY THESE PRESENTS: THAT CHARLES F. BECKER AND WIFE, ALICE BECKER, OF MILAM COUNTY, TEXAS, HEREINAFTER CALLED IN THE SINGULAR GRANTOR, FOR AND IN CONSIDERATION OF THE SUM OF ONE AND NO/100 (\$1.00) DOLLARS CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND IN CONSIDERATION OF THE GRANTING OF SIMILAR RIGHTS BY OTHERS AND THE BENEFITS ACCRUING TO GRANTOR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, DO HEREBY GRANT AND CONVEY, SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT, UNTO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 OF WILLIAMSON AND MILAM COUNTIES, ITS SUCCESSORS AND ASSIGNS, HEREINAFTER CALLED GRANTEE, AN EASEMENT IN, OVER AND UPON THE FOLLOWING DESCRIBED LAND SITUATED IN THE COUNTY OF MILAM, STATE OF TEXAS, TO-WIT:

BEING 23.4 ACRES OF LAND, MORE OR LESS, OUT OF THE J. J. LIENDO SURVEY, MILAM COUNTY, TEXAS, AND BEING OUT OF AND A PART OF A TRACT CONTAINING 537 ACRES MORE PARTICULARLY DESCRIBED IN THE DEED DATED NOVEMBER 7, 1946 FROM NINA A. BREMOND TO CHARLES F. BECKER OF RECORD IN VOLUME 254, PAGE 390, DEED RECORDS, MILAM COUNTY, TEXAS, AND BEING THE LANDS NECESSARY FOR THE ACCOMPLISHMENT OF THE WORKS AND MEASURES HEREINBELOW DESCRIBED ACCORDING TO THE PLAT OF SAID SITE OF RECORD IN VOLUME 320, PAGE 234, DEED RECORDS OF MILAM COUNTY, TEXAS, A REFERENCE TO ALL OF WHICH IS HERE MADE FOR ALL PURPOSES, SUBJECT TO THE CHANGE IN THE LOCATION OF A PORTION OF SAID EMBANKMENT LOCATED ON LANDS OF GRANTOR AS HEREINAFTER PROVIDED AND CONSISTING OF A PORTION OF THE EARTHEN DAM AND PORTIONS OF THE SEDIMENT RESERVE AND DETENTION STORAGE POOLS AND AN AREA WHICH WILL BE INUNDATED DURING EMERGENCY SPILLWAY FLOW. TREES AND BRUSH WILL BE CLEARED FROM THE SEDIMENT RESERVE POOL AREA TO THE EXTENT DETERMINED NECESSARY BY GRANTEE.

IT IS UNDERSTOOD THAT THE PORTION OF THE EMBANKMENT SITUATED ON THE LANDS OF GRANTOR ABOVE DESCRIBED SHALL BE CHANGED FROM THAT INDICATED ON THE ABOVE MENTIONED PLAT SO THAT IT WILL RUN PARALLEL WITH THE WESTERN PROPERTY LINE OF GRANTOR.

1. GRANTEE SHALL HAVE THE RIGHT, PRIVILEGE AND AUTHORITY TO USE SAID LAND FOR OR IN CONNECTION WITH THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE AND INSPECTION OF THE FOLLOWING DESCRIBED WORKS OF IMPROVEMENT; FOR THE FLOWAGE OF ANY WATERS IN, OVER, UPON OR THROUGH SUCH WORKS OF IMPROVEMENT; AND FOR THE PERMANENT STORAGE AND TEMPORARY DETENTION, EITHER OR BOTH, OF ANY WATERS THAT ARE IMPOUNDED, STORED OR DETAINED BY SUCH WORKS OF IMPROVEMENT;

BEING FLOODWATER RETARDING STRUCTURE NO. 25 IN LOWER BRUSHY CREEK SUBWATERSHED ACCORDING TO THE MAP OR PLAT THEREOF PREPARED BY SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, WHICH IS RECORDED IN VOLUME 320, PAGE 234, DEED RECORDS, MILAM COUNTY, TEXAS, A REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

2. GRANTEE SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING AND KEEPING IN GOOD REPAIR THE WORKS AND MEASURES HEREIN DESCRIBED.

3. GRANTOR RESERVES THE RIGHT TO USE SAID LAND OR ANY PART THEREOF AT ANY TIME AND FOR ANY PURPOSE, PROVIDED SUCH USE DOES NOT DAMAGE THE STRUCTURE OR INTERFERE WITH THE FULL ENJOYMENT BY THE GRANTEE OF THE EASEMENT HEREIN CONVEYED.

4. GRANTEE SHALL HAVE THE RIGHT TO CONSTRUCT FENCES WITH GATES OR GAPS AROUND THE WORKS OF IMPROVEMENT AND SUCH GATES OR GAPS SHALL NOT BE CHANGED IN ANY WAY EXCEPT BY THE CONSENT OF GRANTEE. CONTROLLED GRAZING WITHIN THE FENCED ENCLOSURE WILL BE PERMITTED BY GRANTEE AT TIMES WHEN SUCH GRAZING DOES NOT CONSTITUTE A HAZARD TO THE VEGETATION WITHIN SUCH FENCED ENCLOSURE.

5. GRANTEE SHALL CONTROL THE WATER LEVEL IN THE SEDIMENT STORAGE POOL UNTIL ADEQUATE VEGETATION IS ESTABLISHED ON THE STRUCTURE AND AS NECESSARY FOR THE MAINTENANCE OR REPAIR OF THE WORKS OF IMPROVEMENT.

6. ANY FENCES REQUIRED TO BE REMOVED FOR THE CONSTRUCTION OF SAID IMPROVEMENTS SHALL BE REMOVED BY THE CONTRACTOR AND THE MATERIALS SALVAGED.

7. THIS EASEMENT SHALL INCLUDE THE RIGHT OF INGRESS AND EGRESS AT ANY TIME OVER AND UPON SAID LAND.

8. THIS EASEMENT SHALL INCLUDE ALL EASEMENTS, RIGHTS-OF-WAY, RIGHTS, PRIVILEGES AND APPURTENANCES IN OR TO SAID LAND THAT MAY BE NECESSARY, USEFUL OR CONVENIENT FOR THE FULL ENJOYMENT OF THE EASEMENT HEREIN CONVEYED.

9. THIS EASEMENT SHALL BE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, MINERAL RESERVATIONS OR OTHER RIGHTS NOW OUTSTANDING IN THIRD PARTIES.

10. IN THE EVENT THE EASEMENT GRANTED HEREBY IS ABANDONED, THE RIGHTS, PRIVILEGES AND AUTHORITY GRANTED HEREUNDER TO GRANTEE SHALL CEASE AND DETERMINE.

TO HAVE AND TO HOLD THE AFORESAID EASEMENT IN, OVER AND UPON THE ABOVE DESCRIBED LAND OF GRANTOR, WITH ALL THE RIGHTS, PRIVILEGES AND APPURTENANCES THERETO BELONGING OR IN ANYWISE APPERTAINING UNTO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, FOREVER.

WITNESS OUR HANDS THIS THE 24th DAY OF SEPTEMBER, A. D. 1969.

Charles F. Becker
CHARLES F. BECKER

Alice Becker
ALICE BECKER

THE STATE OF TEXAS, §
COUNTY OF MILAM. §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHARLES F. BECKER AND ALICE BECKER, HIS WIFE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 24 DAY OF _____, A. D. 1969.



Roll Wierser
NOTARY PUBLIC IN AND FOR
MILAM COUNTY, TEXAS.

MILAM COUNTY, CAMERON, TEXAS
FILED FOR RECORD. 8:00 O'CLOCK A. M., 24 DAY OF September
1969 RECORDED. 3:12 O'CLOCK P. M., 26 DAY OF September
1969.

WAYNE B. WIESER, COUNTY CLERK
BY: Lulu L. Thomas DEPUTY.

530

DR368-0350 09-24-1969

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 7 – FY 25 Budget

LOWER BRUSHY CREEK WCID

FY 25 FINAL BUDGET

AS OF SEPTEMBER 3, 2024



LOWER BRUSHY CREEK WCID

FY 25 FINAL BUDGET

As of September 3, 2024

BUDGET SUMMARY	FY 22 Budget (As amended)	FY 23 Budget (Approved)	Fy 24 Budget (As Amended)	FY 25 Budget (Draft)
<u>INCOME</u>				
Property Tax	\$570,000	\$730,000	\$825,000	\$1,000,000
TSSWCB ¹ Dam Maintenance Grants	\$21,000	\$220,105	\$76,000	\$132,300
TSSWCB ¹ Dam Repair Grants	\$208,478	\$0	\$0	\$0
TSSWCB ¹ Dam Rehabilitation Grants	\$3,815,532	\$0	\$0	\$0
Transfer from General Fund surplus		\$150,000	\$225,000	\$500,000
Other Income	\$600	\$6,000	\$30,000	\$45,000
Total Income	\$4,615,610	\$1,106,105	\$1,156,000	\$1,677,300
<u>EXPENSES</u>				
Administrative	\$216,900	\$210,200	\$271,200	\$307,000
Engineering Services	\$215,000	\$310,564	\$259,250	\$254,500
Dam Maintenance	\$250,000	\$515,900	\$200,000	\$290,000
Dam Repairs	\$214,000	\$50,000	\$75,000	\$520,000
Dam Rehabilitation/Upgrade	\$3,790,000	\$0	\$125,000	\$290,000
Total Expenses	\$4,685,900	\$1,086,664	\$930,450	\$1,661,500
SURPLUS/DEFICIT (09/30/25)	-\$70,291	\$19,441	\$225,550	\$15,800

General Notes

Administrative expenses

- Does not include any new full time or part time employees
- Does not include election related costs

Engineering expenses

- Includes engineer to oversee maintenance and minor projects
- Includes updates for Emergency Action Plan
- Does not include any new USGS water level/rain gauges

Dam maintenance, repair and rehabilitation/upgrade

- Includes normal maintenance and repairs at dams
- Includes major repairs at Sites 3, 10 and 30
- Includes preliminary costs for rehabilitaion of Sites 25 and 29

LOWER BRUSHY CREEK WCID
FY 25 FINAL BUDGET
As of September 3, 2024

ADMINISTRATIVE INCOME AND EXPENSES	FY 22 Budget (As amended)	FY 23 Budget (Approved)	FY 24 Budget (As amended)	FY 25 Budget (Draft)
<u>ADMINISTRATIVE INCOME</u>				
Property Taxes - see page 7	\$570,000	\$730,000	\$825,000	\$1,000,000
Other Income				
Permits and fees				\$15,000
Interest	\$600	\$6,000	\$30,000	\$30,000
Total Other Income	\$600	\$6,000	\$30,000	\$45,000
TOTAL ADMINISTRATIVE INCOME	\$570,600	\$736,000	\$855,000	\$1,045,000
<u>ADMINISTRATIVE EXPENSES</u>				
Administrative Expenses				
General Manager	\$72,000	\$72,000	\$72,000	\$78,000
District Clerk	\$15,000	\$15,000	\$15,000	\$36,000
Directors Fees	\$7,500	\$7,500	\$7,500	\$9,600
District Clerk	\$4,800	\$4,800	\$20,600	\$30,000
Audit Fees	\$15,500	\$16,000	\$10,500	\$11,500
Communications - Consulting Fees	\$18,000	\$25,000	\$27,000	\$26,400
Communciations - Other expenses		\$8,000	\$4,000	\$0
Legal Fees	\$12,000	\$15,000	\$25,000	\$48,000
Advertising/Legal Notices	\$6,000	\$10,000	\$10,000	\$8,000
Bonds/Insurance	\$2,000	\$2,200	\$2,000	\$3,000
Dues/Subscriptions/Prof Development	\$2,500	\$3,000	\$2,000	\$2,000
Meals/Entertainment	\$500	\$750	\$2,000	\$2,000
Office - Rental/deposits	\$10,000	\$14,000	\$14,000	\$13,500
Office - Furniture/equipment	\$1,000	\$500	\$500	\$0
Office Supplies	\$2,500	\$2,500	\$1,500	\$1,000
Postage/PO Box/Delevery Charges	\$600	\$600	\$500	\$750
Travel/Mileage	\$6,400	\$6,500	\$6,500	\$6,500
Website	\$2,400	\$1,200	\$1,200	\$600
Williamson Central Appraisal District	\$4,000	\$4,500	\$4,500	\$5,600
Williamson County - Election Office	\$20,000	\$0	\$25,000	\$0
Williamson County - Tax Assessor/Collector	\$5,200	\$5,400	\$8,000	\$10,000
Misc. (5% contingency)	\$21,000	\$10,750	\$11,900	\$14,550
TOTAL ADMINISTRATIVE EXPENSES	\$216,900	\$210,200	\$271,200	\$307,000

LOWER BRUSHY CREEK WCID
FY 25 FINAL BUDGET
As of September 3, 2024

ENGINEERING EXPENSES	FY 22 Budget (As amended)	FY 23 Budget (Approved)	FY 24 Budget (As amended)	FY 25 Budget (Draft)
ENGINEERING EXPENSES				
Professional Services - Engineering/Surveying				
General ¹	\$0			
<i>KFA (incl development assistance and manuals)</i>	\$0	\$0	\$120,000	\$90,000
<i>FNI (incl map updates)</i>	\$0	\$5,000	\$4,000	\$4,000
Annual Inspections ²	\$30,000	\$25,000	\$30,000	\$52,000
Breach maps for rehabilitated sites	\$75,000	\$45,214	\$0	\$0
Emergency Action Plan annual update	\$30,000	\$46,600	\$4,000	\$6,000
Structural Repairs ³ - principal spillways/plunge pools			\$45,000	\$45,000
Other (fencing and repairs)	\$40,000	\$40,000	\$15,000	\$15,000
Total Engineering/Surveying	\$175,000	\$161,814	\$218,000	\$212,000
Professional Services - USGS Gauges⁴				
Gauge installation (none new in FY 25)	\$40,000	\$140,500	\$0	\$0
Gauge maintenance (5 existing in FY 25)		\$8,250	\$41,250	\$42,500
Total USGS	\$40,000	\$148,750	\$41,250	\$42,500
Total Engineering Services	\$215,000	\$310,564	\$259,250	\$254,500

Engineering Notes:

1. General engineering include development assistance and updates of maps and manuals
2. Annual inspections of all sites and valves
3. Design for repairs to Sites 3, 10 and 30
4. No new USGS water level/rainfall gauges to be installed
USGS to maintain 5 existing gauges at Sites 18, 20, 25, 29 and 32

LOWER BRUSHY CREEK WCID

FY 25 FINAL BUDGET

As of September 3, 2024

DAM MAINTENANCE INCOME AND EXPENSES	FY 22 Budget (As amended)	FY 23 Budget (Approved)	FY 24 Budget (As amended)	FY 25 Budget (Draft)
<u>DAM MAINTENANCE INCOME</u>				
TSSWCB¹ Maintenance Grants				
Maintenance (90% state/10% local)	\$20,000	\$194,310	\$72,000	\$126,000
Maintenance (5% admin fee)	\$1,000	\$25,795	\$4,000	\$6,300
Total TSSWCB Maintenance Grants	\$21,000	\$220,105	\$76,000	\$132,300
<u>DAM MAINTENANCE EXPENSES</u>				
Dam Maintenance²				
Grant funded maintenance (incl 10% match)	\$20,000		\$40,000	\$140,000
Grant funded fence replacements (incl 10% match)	\$0	\$215,900	\$0	\$0
Other (non-grant funded maintenance) ³	\$230,000	\$300,000	\$160,000	\$60,000
Total Dam Maintenance	\$250,000	\$515,900	\$200,000	\$290,000

Notes:

1. TSSWCB is the Texas State Soil and Water Conservation Board
2. Regular maintenance + drain valve and trash rack repairs
3. Repair or replace drain valves and trash racks at several sites

LOWER BRUSHY CREEK WCID
FY 25 FINAL BUDGET
As of September 3, 2024

DAM REPAIR INCOME AND PROJECT EXPENSES	FY 22 Budget (As amended)	FY 23 Budget (Approved)	FY 24 Budget (As amended)	FY 25 Budget (Draft)
<u>DAM REPAIR INCOME</u>				
TSSWCB¹ Repair Grants				
Sites 12 & 22 - construction (95% state/5% local)	\$199,500			\$0
Sites 12 & 22 - project management/land rights (4.5% of const)	\$8,978			\$0
Sites 6/17/24 - project management/land rights				\$0
Total TSSWCB Repair Grants	\$208,478	\$0	\$0	\$0
<u>DAM REPAIR EXPENSES</u>				
Dam Repairs				
Site 12/22 ² - construction ² (incl 5% local match)	\$210,000			
Site 12/22 ² - project management/legal/land rights	\$4,000			
Site 3/10/20 ³ - repair principal outlet pipe and plunge pool (3 sites)			\$25,000	\$450,000
Site 6/17/24 ⁴ - project management/legal/land rights				\$20,000
Other (non-grant funded repairs)		\$50,000	\$50,000	\$50,000
Total Dam Repairs	\$214,000	\$50,000	\$75,000	\$520,000

Notes:

1. TSSWCB is the Texas State Soil and Water Conservation Board
2. Major repairs to Sites 12 and 22 were completed in the fall of 2021
3. Repairs to principal spillways and plunge pools proposed for FY 25 for Sites 3, 10, and 30
4. Application for repair grant was submitted to TSSWCB for wave erosion and plunge pool repairs for Sites 6, 17 and 24
Land right may need be acquired before constuction can start
Assume design will be completed in FY 25, but no construction will occur

LOWER BRUSHY CREEK WCID

FY 25 FINAL BUDGET

As of September 3, 2024

DAM REHABILITATION INCOME AND PROJECT EXPENSES	FY 22 Budget (As amended)	FY 23 Budget (Approved)	FY 24 Budget (As amended)	FY 25 Budget (Draft)
<u>DAM REHABILITATION INCOME</u>				
TSSWCB¹ Rehabilitation Grants				
Site 18 - upgrade to High Hazard ² (98% state/2% local)	\$3,704,400			
Site 18 - project management/land rights (3.0% of const)	\$111,132			
Site 25 - project management/legal/land rights				
Site 29 - project management/legal/land rights				
Total TSSWCB Rehabilitation Grants	\$3,815,532	\$0	\$0	\$0
<u>DAM REHABILITATION EXPENSES</u>				
Dam Rehabilitation				
Site 18 ² - upgrade to high hazard stds (incl 2% match)	\$3,780,000			
Site 18 ² - land rights (appraisal, survey, acquisition)	\$10,000		\$125,000	\$190,000
Site 25 ³ - project management/legal/land rights				\$50,000
Site 29 ³ - project management/legal/land rights ³				\$50,000
Total Dam Rehabilitation	\$3,790,000	\$0	\$125,000	\$290,000

Notes:

1. TSSWCB is the Texas State Soil and Water Conservation Board
2. Upgrade (rehabilitation) of Site 18 was completed in the spring of 2022
Land rights updates have not yet been completed
3. Rehabilitation has been approved for Sites 25 and 29 by NRCS
WCID required preliminary project management and land rights costs are shown

LOWER BRUSHY CREEK WCID
FY 25 FINAL BUDGET
As of September 3, 2024

Williamson Central Appraisal District
 Tax Year 2024 Certified Appraisal Roll Information
 As of July 30, 2024

Lower Brushy Creek WCID FY 23 Tax Rate		0.016546
	Total taxable value within Lower Brushy Creek WCID	Property Tax Revenue
Total Certified Taxable Assessed Valuation (100% Receivable)	\$6,054,254,098	\$1,001,737
Total Taxable Valuation still being evaluated by Williamson Central Appraisal Board Review (Estimated 75% Receivable)	\$59,855,559	\$7,428
Maximun Expected FY 25 Tax Revenue		\$1,009,165

Recommended

\$1,000,000

Tax Revenue Notes:

Assessed valuation (AV) is increased from \$5.1 to \$6.1 billion

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 8 – Tax Order

**ORDINANCE #2024-01
ORDER**

**AN ORDER LEVYING TAXES FOR THE TAX YEAR 2024 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 2023, upon all property within the corporate limits of said District subject to taxation, real, personal, and mixed, a tax rate of 1.6546 cents 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 \$274,697 HOME BY APPROXIMATELY \$3.57 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 9th day of September 2024.

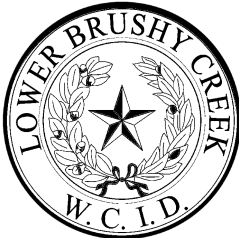
By: _____
Edmond S. Komandosky
Board President

ATTEST:

By: _____
Monica P. Masters
Board Secretary

Lower Brushy Creek WCID
Regular Called Meeting of the Board of Directors
September 9, 2024

Item 10 – General Manager’s Report



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 3, 2024
SUBJECT: General Manager's Report

Administration

- Updated and prepared final budget for approval by Board.
- Updated agreements were completed with RTS Connect LLC and Ancira Strategic Partners, LLP and are on the September Board agenda.
- District Clerk continues research for the Easement Refresh Process and most of the releases are ready for the Board Attorney to complete and file.
- The FY 25 Meeting Schedule is attached for review and comment.

Operation & Maintenance

- Received approval of two O&M grants from the TSSWCB. The first grant is for fall shredding - \$15,900 for cost reimbursement + \$795 for project administration. The second grant is for spring fertilizer and herbicide application - \$84,177.50 for cost reimbursement and \$4,208.88 for project administration.
- The Performance Plus inspected the drain valves and trash rocks at six (6) sites and recommended maintenance or replacement of several. Reviewing their recommendations and will issue Task Orders as necessary.
- Received bids for FY 25 Dam Operation, Maintenance and Related Services on July 30th. Three bids were received and TerraSol, LLC was the low bidder. A Contract Agreement was prepared and is on the September Board agenda.
- Updated agreements with K Freese & Assoc for professional services and with M&E Consultants for FY 25 annual dam inspections and are on the September Board agenda.

Engineering

- Local Hazard Mitigation Study
 - In 2018, the WCID along with the Cities of Taylor and Thrall completed a FEMA approved Local Hazard Mitigation Study. That study needs to be updated. Taylor has invited the WCID to participate in an update of that study and the Upper Brushy Creek WCID has suggested that the two WCID's prepare a joint study for the entire watershed.

- Capital Improvements Program
 - A four-year Capital Improvements Program has been prepared and is attached to this report. Please note that all projects and their timelines are subject to TSSWCB and/or NRCS funding.
- Freese and Nichols
 - Emergency Action Plan – additional approvals have been received. The goal of TCEQ is to have everything reviewed by the end of the year.
 - Principal Spillway Conduit Repairs – televising conduits is scheduled for Sept 17th.
- Site 18 Easement acquisitions
 - Exec Session scheduled
- Site 25 and 29 Rehabilitation
 - National Watershed NRCS staff in Little Rock has completed their review of the draft Freese & Nichols reports for each site. Responses are due later this month.

Development

- Site 18 – Wilco Thrall 79 WWTP LLC – WQ0016391001

A draft effluent permit has been prepared by TCEQ for a 3,000,000 gpd wastewater treatment plant (WWTP) upstream of Site 18. A public hearing was held on April 29th. The WCID provided both written and oral objections to the permit as drafted. Concerns were related to quality of effluent and lack of regionalization.
- Site 29 – CSW Taylor 973 LP – WQ0016438001

A draft permit has recently been prepared by TCEQ for a 260,000 gpd WWTP upstream of Site 29. The WCID will likely provide written objection to the permit. Concerns will be construction within the WCID easement and quality of the effluent.
- Site 9 – South Central Water Company – WQ0016558001

A permit application for a 800,000 gpd WWTP upstream of Site 18 has been submitted to TCEQ and is under review. The WCID will likely provide written objections to the permit for the quality of the effluent.

LOWER BRUSHY CREEK WCID
2025 Meeting Schedule

Board meetings are generally held on the third Monday of each month at 7:30 a.m. Unless otherwise noted, meetings are held in the conference room at the Greater Taylor Chamber of Commerce.

Monday, January 20, 2025 Regular Meeting
Monday, February 17, 2025 Regular Meeting
Monday, March 17, 2025 Regular Meeting
Monday, April 21, 2025 Regular Meeting
Monday May 19, 2025 Regular Meeting
Monday, June 16, 2025 Regular Meeting
Monday, August 4, 2024 Regular Meeting
Wednesday, September 3, 2024 Tax Hearing
Monday, September 8, 2025 Regular Meeting *Tax Hearing?
Monday, October 20, 2025 Regular Meeting
Monday, November 17, 2025 Regular Meeting
Monday, December 15, 2025 Regular Meeting

Note: * indicated meeting not on the third Monday

LOWER BRUSHY CREEK WCID
Proposed Capital Program
As of August 8, 2024

Site No	Project	Hazard Class	Total Cost	Fed Share	State Share	2025	2026	2027	2028
25	Rehabilitation	High	\$9,500,000	\$6,175,000	\$3,325,000	Design	Permit/Bid/Award	Construction	
29	Rehabilitaion	High	\$9,500,000	\$6,175,000	\$3,325,000	Design	Permit/Bid/Award	Construction	
6	Wave Repair	Siignificant	\$750,000	\$0	\$750,000	Design	Permit/Bid/Award	Construction	
17	Wave Repair	Significant	\$1,450,000	\$0	\$1,450,000	Design	Permit/Bid/Award	Construction	
24	Wave Repair	Significant	\$800,000	\$0	\$800,000	Design	Permit/Bid/Award	Construction	
30	Rehabilitation	High	\$5,000,000	\$3,250,000	\$1,750,000	Design	Permit/Bid/Award	Construction	
10	Rehabilitation	High	\$10,000,000	\$6,500,000	\$3,500,000	Design	Permit/Bid/Award	Construction	
13	Wave Repair	Low	\$1,100,000	\$0	\$1,100,000	Design	Permit/Bid/Award	Construction	
21	Wave Repair	Low	\$890,000	\$0	\$890,000	Design	Permit/Bid/Award	Construction	
33	Wave Repair	Low	\$890,000	\$0	\$890,000	Design	Permit/Bid/Award	Construction	
Total Needs			\$39,880,000	\$22,100,000	\$17,780,000				

Phases	
Design	Blue
Permit/Bid/Award	Green
Construction	Orange