



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

FILED
at 12:24 o'clock P M

NOV 12 2024 MG

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

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 November 18, 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.

AGENDA

1. Welcome, Call to Order, and determination of a Quorum;
2. Citizens Communications - *an opportunity for the public to address the Board on agenda items or concerns not on the agenda (limited to 3 minutes each);*
3. 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 of October 21, 2024;
 - b. Financial Reports for October 2024
4. Consideration and discussion of the Williamson Central Appraisal District's proposal to obtain an outside appraisal of the Samsung project and the additional cost to the WCID.
5. Consideration and discussion of adopting an Interim Employee Benefits Package, effective January 1, 2025.
6. Consideration and discussion of approving a contract with Texas Counties and Districts Retirement System, effective January 1, 2025.
7. Agency Reports

8. Consideration and discussion of the General Manager's Report and update;
9. 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;
10. Reconvene to open session to take action, if any, on matters discussed in the Executive Session;
11. Director's comments
12. 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 November 18, 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 November 12, 2024.

Sue Lilly

Sue Lilly
District Clerk

Minutes of the October 21, 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 7:34am on Monday October 21, 2024 and announced that a Quorum was present. Board members present included: Vice President Scott Ging, Secretary/Treasurer Monica Masters, and Director Laine Holman. Others present included, General Manager Jim Clarno, Board Attorney Mark Schroeder and District Clerk Sue Lilly.

General Manager, Jim Clarno, presented for consideration and approval the Consent Agenda as presented. The motion to approve the Consent Agenda item a. Minutes for the Regular Called Meeting of the Board of Directors for September 9, 2024 as presented was made by Vice President Scott Ging. The motion was seconded by Director Laine Holman and approved by a vote of 4-0.

Director Allen David joined the meeting at 7:37am.

The motion to approve the Consent Agenda item b. Financial Reports for August and September 2024 as presented was made by Director Holman. The motion was seconded by Director Allen David and approved by a vote of 5-0.

Clarno presented for consideration and approval of Amendment to the Modification of District's Flood Control Structure Easement and Inundation Easement Policy. The motion to approve the Amendment to the Modification of District's Flood Control Structure Easement and Inundation Easement Policy as presented was made by Director David. The motion was seconded by Secretary/Treasurer Monica Masters and approved by a vote of 5-0.

There were no agency reports.

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

No Executive Session was held, and no actions were taken.

There were no other director's comments.

There being no further business, the meeting was adjourned without objection at 8:27am.

Respectfully submitted

Monica P Masters/ Secretary

Lower Brushy Creek WCID

November 18, 2024

- Review Cash Activity Report, including Receipts and Expenditures
 - ☑ Action Items:
 - Review September 30, 2024 Financial Statements.

2024 Lower Brushy Creek WCID

January						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	M	Tu	W	Th	F	Sa
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
Su	M	Tu	W	Th	F	Sa
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24	25	26	27	28	29	30
31						

April						
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28	29	30				

May						
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26	27	28	29	30	31	

June						
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23	24	25	26	27	28	29
30						

July						
Su	M	Tu	W	Th	F	Sa
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21	22	23	24	25	26	27
28	29	30	31			

August						
Su	M	Tu	W	Th	F	Sa
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	M	Tu	W	Th	F	Sa
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29	30					

October						
Su	M	Tu	W	Th	F	Sa
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27	28	29	30	31		

November						
Su	M	Tu	W	Th	F	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Notes	
Mar 18	Board Meeting
Jun 03	Board Meeting
Aug 05	Board Meeting
Sep 09	Board Meeting
Oct 21	Board Meeting
Nov 18	Board Meeting

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

<u>City National Bank</u>		
Operating Account		
Reconciled Cash Balance - July 31, 2024		57,863.94
Subsequent Activity		73,556.60
<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Texpool Transfer to City National Bank		20,000.00
Grant Revenue		74,536.46
August Debit Card Purchases		(48.00)
Ancira Strategic Partners LLP	Consulting Services - August 2024	(1,000.00)
Heritage Office Suites	Rent - August 2024	(1,028.00)
RTS Connect	Consulting Services - August 2024	(1,200.00)
Clarno Consulting LLC	General Manager Services - August 2024	(6,500.00)
Bott & Douthitt, PLLC	Accounting Services - July 2024	(2,200.00)
Edmond Komandosky	Mileage Reimbursement - April 2024	(108.87)
K Friese & Associates	Engineering Fees - July 2024	(4,827.25)
Lilly, Sue	District Clerk Services - July 2024	(484.00)
Performance Plus Inc.	Dam Maintenance - July 2024	(3,276.74)
Taylor Press	Advertising - July 2024	(307.00)
	Total Bookkeeper's Account Expenditures	<u>73,556.60</u>
Reconciled Balance - August 31, 2024		\$ 131,420.54
Subsequent Activity		(18,148.45)
<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
September Debit Card Purchases		(119.25)
Ancira Strategic Partners LLP	Consulting Services - September 2024	(1,000.00)
Clarno Consulting LLC	General Manager Services - September 2024	(6,500.00)
Heritage Office Suites	Rent - September 2024	(1,028.00)
RTS Connect	Consulting Services - September 2024	(1,200.00)
Bott & Douthitt, PLLC	Accounting Services - August 2024	(2,200.00)
K Friese & Associates	Engineering Fees - August 2024	(2,857.00)
Lilly, Sue	District Clerk Services - August 2024	(601.95)
Mathews & Freeland, LLP	Legal Fees - August 2024	(960.00)
Ross, Molina, Oliveros, PC	Profession Services - August 2024	(425.00)
Williamson Central Appraisal District	Appraisal Fees - Q4 2024	(1,257.25)
	Total Bookkeeper's Account Expenditures	<u>(18,148.45)</u>
Reconciled Balance - September 30, 2024		\$ 113,272.09

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

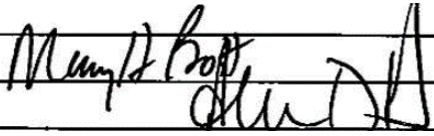
	Interest Rates	Balance 7/31/2024	Subsequent		Subtotal 9/30/2024	Projected Balance 9/30/2024
			Receipts	Disbursements		
General Fund -						
City Nation Bank Account	n/a	\$ 101,058.72	\$ 115,596.96	\$ (103,383.37)	\$ 113,272.31	\$ 113,272.31
TexPool - General Operating	4.9073%	710,414.97	11,043.54	(20,000.00)	701,458.51	\$ 701,458.51
TexPool - Rainy Day Fund	4.9073%	220,322.88	1,930.62	-	222,253.50	\$ 222,253.50
Total - General Fund		1,031,796.57	128,571.12	(123,383.37)	1,036,984.32	1,036,984.32
Total - All Funds		\$ 1,031,796.57	\$ 128,571.12	\$ (123,383.37)	\$ 1,036,984.32	\$ 1,036,984.32

Lower Brushy Creek WCID
 SCHEDULE OF TEMPORARY INVESTMENTS
 July 1, 2024 - September 30, 2024

FUNDS	IDENTIFICATION	INTEREST RATE	INTEREST 7/1 - 9/30	BEG. BK VAL 7/1/2024	END. BK VAL 9/30/2024	BEG MKT VAL 7/1/2024	END MKT VAL 9/30/2024	G/L ACCOUNT
GENERAL FUND:	TexPool - Operating Account							
	Texas Local Government Investment Pool	4.9073%	9,637.41	776,134.59	701,458.51	776,134.59	701,458.51	1100
	TexPool - Rainy Day Fund							
	Texas Local Government Investment Pool	4.9073%	2,921.13	219,332.37	222,253.50	219,332.37	222,253.50	1101
TOTAL GENERAL OPERATING FUND			12,558.54	995,466.96	923,712.01	995,466.96	923,712.01	

TOTAL ALL FUNDS			12,558.54	995,466.96	923,712.01	995,466.96	923,712.01	
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This quarterly report is in full compliance with the investment strategy as established for the Public Funds Investment Act (Chapter 2459, amending Chapter 2256); and Investment Policy and Strategies set forth by the District.



Recap & Standings Report

Cycles: All Taxing Units: Coupland ISD... Deposit Date Range: 10/01/2023 to 09/30/2024 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	834,528.32	834,528.32	827,519.78	3,433.38	-912.31	1,137.11	1.12	7,921.97	826,606.35
2022	758,373.38	7,120.06	-1,445.40	5,674.66	3,616.65	1,040.22	59.70	789.04	0.13	1,998.44	3,676.22
2021	577,067.74	1,933.82	-533.20	1,400.62	346.74	120.38	10.55	56.80	0.00	1,043.33	357.29
2020	484,724.15	1,530.78	-608.42	922.36	-93.70	57.54	3.54	15.33	0.00	1,012.52	-90.16
2019	440,890.17	1,062.42	-7.14	1,055.28	70.59	44.11	2.98	13.78	0.00	981.71	73.57
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	834,528.32	834,528.32	827,519.78	3,433.38	-912.31	1,137.11	1.12	7,921.97	826,606.35
Total Delinquent	2,261,055.44	11,647.08	-2,594.16	9,052.92	3,940.28	1,262.25	76.77	874.95	0.13	5,036.00	4,016.92
Rollbacks		135.87	2,567.33	2,703.20	768.78	10.42	0.00	0.00	0.00	1,934.42	768.78
Taxing Unit Total	3,102,595.82	11,782.95	834,501.49	846,284.44	832,228.84	4,706.05	-835.54	2,012.06	1.25	14,892.39	831,392.05

Percentages

% of Roll Collected - 2023 - 99.05%	Adjusted Original Roll -- \$834,528.32	Current YTD Collected -- \$826,606.35
Tax Collections Compared to Current Taxes Billed 0% Collected		
All Collections Compared to Current Taxes Billed 0% Collected		
Combined Collections (Collections + P&I Collected) -- 836,934.89		

Lower Brushy Creek WCID

**Accountant's Compilation Report
September 30, 2024**

The District is responsible for the accompanying financial statements of the governmental activities of Lower Brushy Creek WCID, as of and for the twelve months ended September 30, 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.



November 18, 2024
Round Rock, TX

Bott & Douthitt, PLLC

Lower Brushy Creek WCID Governmental Funds Balance Sheet 9/30/2024

	Governmental Funds
	General Fund
Assets	
Cash and Cash Equivalents	
Cash	\$ 113,272.09
Cash Equivalents	923,712.01
Receivables	
Property Taxes	14,892.39
Total Assets	\$ 1,051,876.49
 Liabilities	
Accounts Payable	\$ 90,860.61
Total Liabilities	90,860.61
 Deferred Inflows of Resources	
Property Taxes	14,892.39
Total Deferred Inflows of Resources	14,892.39
 Fund Balance	
Fund Balances:	
Unassigned	946,123.49
Total Fund Balances	946,123.49
Total Liabilities, Deferred Inflows of Resources and Fund Balance	\$ 1,051,876.49

See Accountants' Report.

**Lower Brushy Creek WCID
Statement of Revenues,
Expenditures & Changes in Fund Balance-Governmental Funds
October 1, 2023 - September 30, 2024**

	Governmental Funds
	General Fund
Revenues:	
Property Tax Revenue, including penalties	\$ 836,878.85
Grant Revenue	95,596.74
Interest & Other Income	49,598.53
Total Revenues	982,074.12
Expenditures:	
Current-	
Operating Expenses -	
Dam Rehabilitation	31,682.50
Dam Maintenance	207,394.16
Administrative Services -	
Advertising/Legal Notice	2,193.50
Dues/Subscriptions/Professional Development	3,344.76
Insurance	2,366.70
Meals & Entertainment	286.16
Office Supplies	471.87
Director Fees	3,900.00
Travel & Mileage	6,622.87
Tax Appraisal Fees	5,029.00
Tax Collection Fees	7,913.20
Office Contract Labor	4,854.13
Postage/Delivery Charges	503.25
Rent Expense	12,387.40
Miscellaneous Expense	2,387.97
Professional Fees -	
Legal Fees	27,072.50
Accounting Fees	16,400.00
Engineering Fees	91,784.99
USGS	41,250.00
General Manager	72,000.00
Auditing Fees	10,500.00
Other Consulting Fees	27,443.30
Total Expenditures	577,788.26
Excess/(Deficiency) of Revenues over Expenditures	404,285.86
Fund Balance, October 1, 2023	541,837.63
Fund Balance, September 30, 2024	\$ 946,123.49

See Accountants' Report.

Supplementary Information
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General Fund

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


Lower Brushy Creek WCID
Budgetary Comparison Schedule-General Fund
September 30, 2024

	Current Month			Year to Date		
	Actual	Budget	Difference	Actual	Budget	Difference
Revenues:						
Property Taxes, including penalties	\$ 1,925.99	\$ -	\$ 1,925.99	\$ 836,878.85	\$ 825,000.00	\$ 11,878.85
Grant Income	-	54,939.72	(54,939.72)	95,596.74	76,000.00	19,596.74
Interest Income	3,898.98	2,500.00	1,398.98	49,598.53	30,000.00	19,598.53
Total Revenues	5,824.97	57,439.72	(51,614.75)	982,074.12	931,000.00	51,074.12
Expenditures:						
Administrative Expenses						
General Manager	6,000.00	6,000.00	-	72,000.00	72,000.00	-
District Clerk	374.00	1,250.00	876.00	4,854.13	15,000.00	10,145.87
Director Fees	900.00	1,875.00	975.00	3,900.00	7,500.00	3,600.00
Accounting Fees	2,200.00	450.00	(1,750.00)	16,400.00	5,400.00	(11,000.00)
Audit Fees	-	-	-	10,500.00	10,500.00	-
Consulting fees	3,200.00	2,583.33	(616.67)	27,443.30	31,000.00	3,556.70
Legal Fees	1,675.00	1,666.67	(8.33)	27,072.50	20,000.00	(7,072.50)
Advertising/Legal Notices	356.50	833.33	476.83	2,193.50	10,000.00	7,806.50
Bonds/Insurance	-	-	-	2,366.70	2,000.00	(366.70)
Dues/Subscriptions/Professional Development	1,700.00	166.67	(1,533.33)	3,344.76	2,000.00	(1,344.76)
Meals/Entertainment	-	166.67	166.67	286.16	2,000.00	1,713.84
Rent	1,028.00	1,166.67	138.67	12,387.40	14,000.00	1,612.60
Office Supplies	-	166.67	166.67	471.87	2,000.00	1,528.13
Postage/PO Box/Delivery Charges	71.25	41.67	(29.58)	503.25	500.00	(3.25)
Travel/Mileage	500.00	541.67	41.67	6,622.87	6,500.00	(122.87)
Website	-	100.00	100.00	-	1,200.00	1,200.00
Williamson County - Election Office	-	25,000.00	25,000.00	-	25,000.00	25,000.00
Tax Appraisal Fees	1,257.25	1,375.00	117.75	5,029.00	5,500.00	471.00
Williamson County Tax Collector	-	-	1,375.00	7,913.20	5,000.00	(2,913.20)
Miscellaneous	48.00	991.66	943.66	2,387.97	11,900.00	9,512.03
Engineering Expenses						
Engineering/Surveying	4,589.04	18,166.67	13,577.63	91,784.99	218,000.00	126,215.01
USGS	10,312.50	10,313.00	0.50	41,250.00	41,250.00	-
Operating Expenses						
Dam Maintenance	-	20,000.00	20,000.00	207,394.16	240,000.00	32,605.84
Dam Repairs	-	22,916.67	22,916.67	-	275,000.00	275,000.00
Dam Rehabilitation	-	10,416.67	10,416.67	31,682.50	125,000.00	93,317.50
Total Expenditures	34,211.54	126,187.99	93,351.45	577,788.26	1,148,250.00	570,461.74
Excess/(Deficiency) of						
Revenues over Expenditures	\$ (28,386.57)	\$ (68,748.27)	\$ 41,736.70	\$ 404,285.86	\$ (217,250.00)	\$ 621,535.86

**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	Actual Aug-24	Actual 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	\$ 2,973.11	\$ 1,925.99	\$ 836,878.85	\$ 11,878.85
Grant Income	76,000	-	-	-	-	-	-	-	-	-	21,060	74,536	-	95,597	19,597
Interest Income	30,000	2,776	2,599	2,845	4,513	4,827	5,137	4,941	4,978	4,424	4,483	4,176	3,899	49,599	19,599
Total Revenues	931,000	13,592	54,157	433,529	217,878	99,299	17,333	11,061	10,233	7,150	30,331	81,686	5,825	982,074	51,074
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	602	374	4,854	10,146
Director Fees	7,500	-	700	-	-	-	1,400	-	-	900	-	-	900	3,900	3,600
Accounting Fees	5,400	400	400	400	400	400	400	3,000	2,200	2,200	2,200	2,200	2,200	16,400	(11,000)
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	2,200	3,200	27,443	3,557
Legal Fees	20,000	-	620	200	2,270	1,188	3,895	6,570	1,995	4,250	1,235	3,175	1,675	27,073	(7,073)
Advertising/Legal Notices	10,000	1,530	-	-	-	-	-	-	-	-	307	-	357	2,194	7,807
Bonds/Insurance	2,000	2,367	-	-	-	-	-	-	-	-	-	-	-	2,367	(367)
Dues/Subscriptions/Professional Development	2,000	200	200	-	150	520	76	400	-	99	-	-	1,700	3,345	(1,345)
Meals/Entertainment	2,000	89	-	96	-	-	33	37	-	31	-	-	-	286	1,714
Rent	14,000	1,079	1,028	1,028	1,028	1,028	1,028	1,028	1,028	1,028	1,028	1,028	1,028	12,387	1,613
Office Supplies	2,000	-	132	-	-	129	211	-	-	-	-	-	-	472	1,528
Postage/PO Box/Delivery Charges	500	-	-	-	-	-	-	-	432	-	-	-	71	503	(3)
Travel/Mileage	6,500	685	500	583	500	500	623	732	500	500	500	500	500	6,623	(123)
Website	1,200	-	-	-	-	-	-	-	-	-	-	-	-	-	1,200
Williamson County - Election Office	25,000	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000
Appraisal Fees	5,500	-	-	1,257	-	-	1,257	-	-	1,257	-	-	1,257	5,029	471
Williamson County Tax Collector	5,000	7,913	-	-	-	-	-	-	-	-	-	-	-	7,913	(2,913)
Miscellaneous	11,900	668	-	-	-	88	369	254	103	772	39	48	48	2,388	9,512
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	3,282	4,589	91,785	126,215
USGS	41,250	-	-	10,313	-	-	10,313	-	-	10,313	-	-	10,313	41,250	-
Operating Expenses -															
Dam Maintenance	240,000	520	34,832	-	-	-	-	74,779	48,285	40,319	8,659	-	-	207,394	32,606
Dam Repairs	275,000	-	-	-	-	-	-	-	-	-	-	-	-	-	275,000
Dam Rehabilitation	125,000	-	-	-	-	31,683	-	-	-	-	-	-	-	31,683	93,318
Total Expenditures	1,148,250	47,161	51,728	25,014	35,126	52,305	30,960	102,449	69,346	82,973	27,480	19,035	34,212	577,788	570,462
Excess/(Deficiency) of Revenues over Expenditures	\$ (217,250)	\$ (33,569)	\$ 2,429	\$ 408,515	\$ 182,751	\$ 46,994	\$ (13,626)	\$ (91,388)	\$ (59,114)	\$ (75,823)	\$ 2,852	\$ 62,651	\$ (28,387)	\$ 404,286	\$ 621,536

See Accountants' Report.

From: James Clarno jclarno.pe@att.net 
Subject: Re: Proposal: Samsung Facility
Date: November 6, 2024 at 2:08 PM
To: Alvin Lankford RPA, CAE AlvinL@wcad.org
Cc: Edmond S Komandosky ekomandosky@austin.rr.com, Sue Lilly sue.lilly@lowerbrushycreekwcid.org

Alvin -

Thank you for the letter and explanation of the possible need for and resulting additional cost of obtaining an outside appraisal of the Samsung project.

I have placed this as a "consideration and discussion" item on our November 19th Board agenda. We meet at 7:30 am at the Greater Taylor Chamber of Commerce at 1519 N Main St in Taylor and would invite you to explain the item and our share of the additional cost to our Board at that time.

Thanks.

Jim

James R. Clarno, P.E., General Manager
Lower Brushy Creek WCID
601 Quail Valley Drive, Georgetown, TX 78626
PO Box 467, Georgetown, Texas 78627
C: 512.517.7596
E: jclarno.pe@att.net
W: lowerbrushycreekwcid.org

On Oct 22, 2024, at 1:48 PM, Alvin Lankford <AlvinL@wcad.org> wrote:

I misspelled your email address in the email below...

From: Alvin Lankford
Sent: Tuesday, October 22, 2024 1:42 PM
To: Russ Boles <Russ.Boles@wilco.org>; Jina Self <jself@taylorisd.org>; jedwardsen@taylorisd.org; Brian LaBorde <brian.laborde@taylortx.gov>; Jeffrey Wood <jeffrey.wood@taylortx.gov>; County Judge <ctyjjudge@wilco.org>; Julie Kiley <jkiley@wilco.org>; clarno.pe@att.net
Cc: 'Charlie Crossfield' <charlie@scrllaw.com>; Colleen McElroy <ColleenM@wcad.org>; Jon Lux <JonIBOD@wcad.org>; Hope Hisle-Piper <HopehBOD@wcad.org>; Lora Weber <LorawBOD@wcad.org>; Michael Wei <MichaelwBOD@wcad.org>; hgccim@gmail.com; Mike Sanders <mikesbod@wcad.org>; Mason Moses <MasonmBOD@wcad.org>; Larry Gaddes - lgaddes@wilco.org <lgaddes@wilco.org>; Lisa Birkman <lisabirkmanbod@wcad.org>
Subject: FW: Proposal: Samsung Facility
Importance: High

Good Afternoon,

We have conducted a thorough nationwide search for an appraiser to value Samsung for the 2025 tax year. Unfortunately, we were unable to locate an appraiser that has specific experience in valuing chip manufacturing facilities. We were able to find four appraisal firms that have valued similar property types and we have narrowed our choice down Valbridge Property Advisors. We believe Valbridge will do an exceptional job of detailing all aspects of the valuation due to our experience in using this firm on other property types in Williamson County.

Here is a synopsis of their firm and some of the facilities they have valued:

Valbridge Property Advisors is a nationwide appraisal firm with offices in 80 cities. Our firm has more than 500 appraisers, with about 200 of those

having the MAI designation. Please contact us if we can serve you for your valuation needs throughout the country.

Nationally, Valbridge has completed 45 assignments of industrial facilities on 500+ acres in the past 10 years, including specialized facilities such as the Raytheon Missile Systems facility in Tucson, AZ. Other industrial properties include General Electric, Black & Decker, Navistar, AK Steel, Louisiana-Pacific and Logan Aluminum. Valbridge has appraised over 30 large trophy properties (2 million sf+), including the USAA Corporate Campus, Lakewood Church, US Steel Tower, Aon Center and the USPTO Headquarters Complex.

Valbridge's proposal is attached to this email for your reference. I have given them a deadline of January 1st to submit a value range and the final appraisal report is due February 1st. I will share the value information once received from the appraiser during that time. This should enable each of you to start the budget process with a more definitive idea of the value you will have for 2025. At that time I would like each of you to review the report and submit any questions you may have for the appraiser by March 1st which would allow the appraiser should it be necessary to make any changes he believes are warranted before we send notices in early April. Please let me know if this time frame works for each of you.

On another note, it has been suggested by one of my board members that we hire a secondary appraiser to value the Samsung plant in addition to Valbridge (the company mentioned above). This would give a second opinion on the valuation to ensure we have a good understanding of the market value. However, we do not have enough money in our budget to hire another appraiser. The appraisal quotes we received from each of the remaining companies were between \$120,000 - \$150,000. If you believe it is necessary to hire a second appraiser to perform an additional report it will be necessary to ask our board for a budget amendment creating a separate assessment to the County, City of Taylor, Lower Brushy Creek WCID and School of Taylor. If this is something you would be in favor of, **please let me know as soon as possible.**

The individual assessment to each of your jurisdictions would be in the following range:

Williamson County = \$36,336 - \$45,420

Taylor ISD (I&S only) = \$28,442 - \$35,552

City of Taylor = \$53,720 – \$67,149

Lower Brushy Creek WCID = \$1,503 – \$1,879

Please keep in mind if we do have two appraisers perform an appraisal on Samsung we will have two values to choose from for the 2025 tax year. However, since both appraisals will be a part of public record the lower of the two appraisals will be used against us at the Appraisal Review Board as well as District Court should they choose to litigate. This would likely mean at a minimum we would likely be told by the ARB or District Court to reduce the value to the lower of the two appraisals. Samsung would likely hire their own appraiser as well and produce a report for litigation at a value even lower than our lowest appraisal (based on our experience in appraisal litigation). The court historically chooses a final value somewhere between our value and theirs.

I also want to make you aware of the available options to Samsung once the ARB makes a decision and we certify the value. First, Samsung has the choice to pay taxes for 2025 based on the "undisputed amount" meaning they can pay taxes on a lower value until the

based on the undisputed amount meaning they can pay taxes on a lower value until the court makes a valuation decision. As a taxing unit you will be forced to budget and set your tax rate based on the certified value however you would not be able to collect taxes on the difference between the certified value and the undisputed amount. This could cause a serious shortfall in your budget. Second, if Samsung pays on the full amount and the court decides on a value that is lower than the certified value each taxing unit will be forced to pay a refund to Samsung out of revenue already received. Considering the considerable amount of value and resulting tax revenue Samsung represents for each of your taxing units I feel it is my duty to inform you of these issues.

I am doing my best to fully communicate our current status with Samsung and all potential options.

Please reach out to me directly should you have questions or concerns about this.

Direct Line: 512-931-7826

Cell: 512-818-7839

Sincerely,

Alvin Lankford, RPA, CAE, AAS, CCA | Chief Appraiser

512-930-3787 | AlvinL@WCAD.org | WCAD.org

Williamson Central Appraisal District

625 FM 1460, Georgetown TX 78626-8050



“Our mission is to provide an accurate, fair and cost-effective appraisal roll while maintaining high levels of transparency and giving industry leading customer service to the consumers of our data and services.”

ATTENTION PUBLIC OFFICIALS!

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, Please reply only to the sender. This information, and any communication between any person and a Board member, may be subject to the Public Information Act and subject to inspection by the public. CONFIDENTIALITY NOTICE: Information in this communication is confidential and is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that you are not authorized to read, review, distribute, or duplicate the information contained herein, and that any disclosure, distribution, or duplication is strictly prohibited. If you have received this information in error, please notify the sender immediately at the above address.

From: Alex Garrett <agarrett@valbridge.com>

Sent: Thursday, September 19, 2024 11:03 AM

To: Richard Quinlan <RichardQ@wcad.org>

Cc: Josh Wood <jwood@valbridge.com>

Subject: Proposal: Samsung Facility

Dear Mr. Lankford,

Valbridge Property Advisors is a nationwide appraisal firm with offices in 80 cities. Our firm has more than 500 appraisers, with about 200 of those having the MAI designation. Please contact us if we can serve you for your valuation needs throughout the country.

Nationally, Valbridge has completed 45 assignments of industrial facilities on 500+ acres in the past 10 years, including specialized facilities such as the Raytheon Missile Systems facility in Tucson, AZ. Other industrial properties include General Electric, Black & Decker, Navistar, AK Steel, Louisiana-Pacific and Logan Aluminum. Valbridge has appraised over 30 large trophy properties (2 million sf+), including the USAA Corporate Campus, Lakewood Church, US Steel Tower, Aon Center and the USPTO Headquarters Complex.

We appreciate the opportunity to submit this proposal for our services on the property that was previously discussed. Should you have any questions regarding the proposal, please contact Josh Wood at your convenience.

After execution of the agreement, we request that you review the material and information requested page, and provide us with the available documents as soon as possible, or advise us as to what is not available.

Regards,



Alex Garrett

Lead Administrator
Valbridge Property Advisors | Houston

974 Campbell Road, Suite 204
Houston, Texas 77024

Office: 713.467.5858
Fax: 713.467.0704



National Coverage. Local Knowledge. Valuation Independence.



Valbridge Property Advisors | Houston
Valuation Services Agreement

October 22, 2024

Ms. Sandra Griffin
Williamson Central Appraisal District
c/o Perdue Brandon Fielder Collins & Mott
3301 Northland Drive, Suite 505
Austin, Texas 78731
Email: sgriffin@pbfc.com
Phone: 512-323-6953

Re: Samsung Facility
Taylor, Texas

Dear Ms. Griffin:

Valbridge Property Advisors | Houston is pleased to present the following proposal. This letter, together with the attached Standard Terms and Conditions, will form our agreement for services regarding the subject property ("Agreement"). If this Agreement is acceptable, please sign the letter below, or have an authorized person affiliated with your organization sign. Please retain a copy for your records and return a signed copy to us, along with any specified retainer. We look forward to working with you on this assignment.

Specifications of the Appraisal

Client Name: Williamson Central Appraisal District
c/o Perdue Brandon Fielder Collins & Mott

Subject Property: Samsung Facility
Taylor, Texas
WCAD PID R658906, R641664, & R661486

Interest to be Valued: Fee Simple

Intended Use: Set ad valorem value

Intended User(s): The appraisal will be for sole use and benefit of the Client and identified intended user(s). No other users are intended or authorized, and no other parties should use or rely on the appraisal or any content in the appraisal report for any purpose without the written consent of Valbridge Property Advisors | Houston.

Type(s) of Value: Market Value

The definition of the type of value will be stated in the report. Valbridge Property Advisors | Houston is not responsible for determining whether the type of value stated for this assignment is appropriate for Client’s intended use, as that determination may be a legal matter. An “as is” value is not a prediction of any future value or a representation of the price the property may be sold for in distress or foreclosure. If a different type of value is necessary, please inform us prior to executing this Agreement.

Date(s) of Value: January 1, 2025

Valbridge Property Advisors | Houston is not responsible for determining whether the date of value requested by Client is appropriate for Client’s intended use, as that determination may be a legal matter.

Hypothetical Conditions, Special/Extraordinary Assumptions: Extraordinary Assumptions may be added if needed during development of the appraisal and, if applicable, will be disclosed in the report.

Report Option and Format: Appraisal Report

Delivery Date: February 1, 2025

Valbridge Property Advisors | Houston will use its best efforts to deliver the appraisal report no later than such date. Delivery of the report is contingent on Valbridge Property Advisors | Houston’s timely receipt of information and documentation from Client and other parties, as well as access to the property if necessary for the scope of work. In the event of a delay, Valbridge Property Advisors | Houston will inform Client as soon as reasonably practicable.

Appraisal Fee: **\$90,000**

Payment Terms: Payment due upon Client's receipt of the report.

If we are required by the client to prepare for court appearances, testimony, any third party tribunal hearings or depositions, or if other consultation time is necessary, there will be an additional charge. In addition, should the client change the scope of the assignment after this contract has been executed, a change order charge will result. These additional charges will be on a per hour basis, at the following rates.

Joshua Wood IV, JD, MAI, AI-GRS \$650 per hour

Testimony time will be invoiced with a 6-hour minimum per day. In addition to the hourly rates, the client will be charged for all actual expenses incurred based on a factor of 1.10 of the actual expenses.

Property Documentation

Client agrees to provide accurate documentation and information as requested by Valbridge Property Advisors | Houston to complete the appraisal. Delays in receipt of the documentation or in property access may result in Valbridge Property Advisors | Houston being unable to deliver the appraisal report on the agreed-upon delivery date.

Requested Data

Physical:

- List of providers of utility services (water, sewer, electric, natural gas)
- Floor plans with dimensions
- Site plan with parking count
- Personal visit to the property with interior tour
- Renovation history and planned future capital expenses, including dates and dollar amounts, by category: site improvements, structure, exterior / facade, mechanical systems (HVAC, elevators, etc.), interior (partitions / finishes)
- Identification and full explanation of any relevant physical characteristics impacting value as of the relevant date, including necessary repairs or special physical features that enhance or detract from value (a mere list with dollar amounts is not sufficient for appraisal purposes)

Legal:

- Survey
- Title report with copies of any Schedule B documents that impact use of the property or transfer of title
- Rent roll
- All leases; or lease abstracts plus standard lease document

Economic:

- Income and expenses statements
 - Historical: three years prior to the date of value
 - Proforma: budget for the leading 12 months as of the date of value
- Detailed budget for capital items as of the date of value, with full explanation of current detrimental condition and planned repairs (a mere list with dollar amounts is not sufficient for appraisal purposes)


Subject Transactional History:

- Closing statement, if within three years prior to the date of value
 - Price analysis, detailing whether the price was influenced by concessions or other elements not related to the property
 - Buyer's proforma income and expenses at the time of closing
 - Development budget
- History of subject offer for sale, if offered for sale on the date of value, including copies of listing materials, listing price, days on market, changes in listing price, and any offers to purchase received

Standard Terms and Conditions and Assumptions/Limiting Conditions.

The services performed under this Agreement will be subject to the attached Standard Terms and Conditions, which are incorporated into and form a material part of this Agreement. Each appraisal will also be subject to the assumptions and limiting conditions stated within the report.

The offer to provide the services described is valid for 15 days from the date of this letter.

By: VPA Houston & Dallas, Inc., d.b.a. Valbridge Property Advisors Houston

Name: Joshua W. Wood IV, JD, MAI, AI-GRS
Title: Senior Managing Director
Dated: October 22, 2024

Agreed and accepted on behalf of Client:
By:
Client Name:
Title:
Dated:

Invoicee Name:
Address:
Email:
Phone:

STANDARD TERMS AND CONDITIONS FOR SERVICES AGREEMENT

1. **“Personnel.”** When capitalized, the term “Personnel” refers to all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.
2. **Responsibility for Services.** Valbridge Property Advisors | Houston is solely responsible for the services provided under this Agreement and the work product of its appraisers. Valbridge Property Advisors | Houston is an independently owned and operated franchisee member firm of Valbridge Property Advisors Franchising System, LLC, which is a subsidiary of Valbridge Property Advisors, Inc. (both collectively referred to below as “VPA”). VPA and its subsidiaries (including Valbridge Property Advisors Franchising System, LLC, Data Appraise Systems, LLC, and Valbridge Property Advisors Data Solutions, LLC) do not perform valuation services, are not being engaged to provide any services under this Agreement and have no responsibility concerning or liability for the services of Valbridge Property Advisors | Houston or any appraisal or other work product.
3. **Appraisal Fee Changes.** The appraisal fee is based on an understanding of the assignment as outlined in the specifications for the appraisal. Changes in the scope of work or unanticipated matters concerning the property may result in a higher fee and will be billed at Valbridge Property Advisors | Houston’s regular hourly rates. If Client places the assignment “on hold” and then reactivates the assignment, an additional charge may apply due to the inefficiency created. If Client cancels the assignment prior to completion, Client agrees to pay for Valbridge Property Advisors | Houston’s costs and time incurred at its regular hourly rates prior to its receipt of written notice of such cancellation.
4. **Services Performed on an Hourly Basis.** If this assignment includes a provision for services performed on an hourly billing basis, the hourly rates for such services are subject to periodic adjustment to current rates. Valbridge Property Advisors | Houston will provide 30 days’ notice to Client prior to any rate increases. If Client chooses not to consent to the increased rates, Client may terminate the Agreement by written notice effective when received by Valbridge Property Advisors | Houston. If this assignment includes a provision for services performed on an hourly billing basis, Client acknowledges that Valbridge Property Advisors | Houston has not committed to any total fee amount to be incurred by Client under this Agreement.
5. **Intended Users and Uses of Appraisal.** In accordance with applicable professional appraisal standards, each appraisal report will identify the client, any additional intended users, and the intended use(s) of the appraisal. Valbridge Property Advisors | Houston shall have no responsibility, obligation or liability to any party who is not identified as the client or as an additional intended user in the appraisal report or for any uses of an appraisal that are not identified in the report. Any party who is not the client or an intended user is not entitled to use or rely on the appraisal without the express written consent of Valbridge Property Advisors | Houston, notwithstanding that such a party may receive a copy of the report for compliance or informational purposes.
6. **Independence of Appraisal Services.** The services performed under this Agreement will be delivered in a manner that is independent, impartial and objective. Valbridge Property Advisors | Houston’s fees and Client’s obligation to pay are not contingent on the value of the property, any other assignment results, the funding of any loan, or the outcome of any dispute or litigation. Any opinions expressed about the potential outcome of a matter or case are not guarantees of the outcome.
7. **Confidentiality.** Valbridge Property Advisors | Houston and its Personnel will comply with all confidentiality duties imposed by applicable law and professional standards. Client agrees that Valbridge Property Advisors | Houston may disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional

standards, to third parties as required by law or as necessary for compliance with professional standards. Client further consents to and authorizes Valbridge Property Advisors | Houston to disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, as reasonably necessary to defending or responding to threatened or actual legal or regulatory actions or for insurance coverage of such matters.

- ~~8. **Testimony in Court or Other Proceedings.** Unless otherwise stated in this Agreement, Client agrees that Valbridge Property Advisors | Houston's engagement under this Agreement does not include Valbridge Property Advisors | Houston's or its Personnel's participation in or preparation for any oral or written testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment. Client will not designate or disclose Valbridge Property Advisors | Houston or any of its Personnel as an expert witness in any court, arbitration or other proceeding without the prior written consent of Valbridge Property Advisors | Houston.~~
- ~~9. **Subpoenas and Testimony.** In the event that Valbridge Property Advisors | Houston or any of its Personnel is compelled by subpoena or other legal or administrative process to provide testimony or produce documents relating to the appraisal or services under this Agreement, whether in court, deposition, arbitration or any other proceeding, Valbridge Property Advisors | Houston shall provide notice thereof to Client and Client agrees that Valbridge Property Advisors | Houston or any of its Personnel may disclose such information as required to comply with such process and to compensate Valbridge Property Advisors | Houston for the reasonable time incurred in connection with preparation for and provision of such testimony and/or documents at Valbridge Property Advisors | Houston's rates in effect at that time and reimburse its reasonable actual expenses.~~
10. **Withdrawal Prior to Completion.** Valbridge Property Advisors | Houston may terminate its rendition of services for the assignment(s) contemplated under this Agreement and withdraw without penalty or liability before completion or reporting of the appraisal in the event that it determines, at its sole discretion, that incomplete information was provided to Valbridge Property Advisors | Houston prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to Valbridge Property Advisors | Houston's analysis or reporting, that conditions of the subject property render the original anticipated scope of work inappropriate, that Valbridge Property Advisors | Houston becomes aware that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement.
11. **Third-Party Beneficiaries of Agreement.** The Personnel of Valbridge Property Advisors | Houston, VPA, its subsidiaries and their Personnel, and each franchisee and licensee of VPA assisting or providing any services in connection with the services to be provided under this Agreement and each of such franchisee's and licensee's Personnel (each a "**Third-Party Beneficiary**") shall each be an express third-party beneficiary of this Agreement and entitled to all of the rights and protections of and applicable to Valbridge Property Advisors | Houston, and the limitations applicable to the Client, set forth herein (including, without limitation, the provisions regarding Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, Unauthorized Use or Publication, No Responsibility for Certain Conditions and Arbitration). Without limiting the foregoing, although VPA and its subsidiaries will provide no services under this Agreement, in the event of any legal claim or dispute, the following protections and limitations shall apply for the benefit of each Third-Party Beneficiary: Responsibility for Services, Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, No Responsibility for Certain Conditions and Arbitration, and no waiver, modification or amendment of such provisions shall apply to any Third-Party Beneficiary, unless such waiver, modification or amendment is in writing and

executed by such Third-Party Beneficiary. There are no other third-party beneficiaries of this Agreement or the services performed under this Agreement.

12. **No Unauthorized Use or Publication.** No part of an appraisal report or the opinions or conclusions stated in a report may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Valbridge Property Advisors | Houston's prior written authorization. If Client publishes or uses the report or Valbridge Property Advisors | Houston's work product without such authorization or provides the report or other work product for unauthorized use or publication, Client agrees to indemnify and hold Valbridge Property Advisors | Houston and its Personnel harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.
13. **No Responsibility for Certain Conditions.** Notwithstanding that a report may comment on, analyze or assume certain conditions, unless otherwise stated in the report, Valbridge Property Advisors | Houston and its Personnel shall have no responsibility for investigating and shall have no responsibility or liability for matters pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) flood zones, earthquake zones, surveys, property lines or boundaries pertaining to the property; (c) the property's compliance with local, state or federal zoning, planning, building, occupancy permits, disability access, life safety and environmental laws, regulations and standards; (d) building permits and planning approvals for improvements on the property; (e) structural or mechanical soundness or safety; (f) contamination, mold, pollution, asbestos, storage tanks, subsoil conditions, animal or vermin infestations and hazardous conditions affecting the property; and (f) other conditions and matters for which real estate appraisers are not customarily deemed to have professional expertise. Unless otherwise noted, the appraisal will value the property as though free of pollution, hazardous materials or other contamination of any kind. Valbridge Property Advisors | Houston will conduct no hazardous materials or contamination inspection of any kind.
14. **Maximum Time Period for Claims and Proceedings.** Unless the time period is shorter under applicable law and except for claims for indemnification pursuant to Section 23, each claim, cause of action, or other proceeding concerning or relating to this Agreement, or the services or the results of the services provided hereunder (each being a "Claim") between Client and Valbridge Property Advisors | Houston shall be filed (whether in court or in an applicable arbitration tribunal), within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall: (a) not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages, and (b) apply to all non-criminal claims or causes of action of any type, except for intentional fraud or intentionally wrongful conduct.
15. **Mutual Limitations of Liability.** Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially, and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations, and any modifications hereof must be in writing and signed by the parties.
 - a. **Limitations of Liability.** To the fullest extent permitted by applicable law, the maximum liability of Valbridge Property Advisors | Houston and its Personnel to Client or to any third-party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) and of Client to Valbridge Property Advisors | Houston for any Claim shall be limited to the total

compensation actually paid to Valbridge Property Advisors | Houston for the appraisal or other services that are the subject of the Claim. This limitation of liability extends to all types of Claims, whether in contract or tort, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or work product or (ii) claims/causes of action by Valbridge Property Advisors | Houston for the collection of unpaid compensation for the appraisal or other services (for which the maximum recovery shall be the total amount unpaid and owing to Valbridge Property Advisors | Houston, plus applicable interest and late charges), or (iii) claims, causes of action, or other proceedings by Valbridge Property Advisors | Houston or its Personnel against Client in accordance with Section 23 (each an “Indemnification Claim”), or for publication of any report other than as may be expressly permitted by this Agreement (each a “Publication Claim”).

- b. **No Special or Consequential Damages.** Except in the case of an Indemnification Claim or a Publication Claim, neither Valbridge Property Advisors | Houston/its Personnel nor Client shall be liable to one another or to any third party (regardless of whether such party’s claimed use or reliance on the appraisal was authorized by Appraiser) claiming by or through any of them or as a result of an appraisal or the matters set forth in this Agreement for special or consequential damages, including, without limitation, loss of profits, prospective business opportunities, or damages caused by loss of use of any property, regardless of whether arising from negligence or a breach of this Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.
- c. **Application to Other Parties.** The limitations of liability in this section shall also apply to Claims against a Third-Party Beneficiary.

- 16. **No Assignment of Claims.** No rights under this Agreement and no Claim may be assigned by any party, except: (i) if set forth in the scope of services or (ii) with regard to the collection of a bona fide existing debt for payment for the services.
- 17. **Internal Compliance Reviews.** The appraisal or other work product and files may be disclosed to and subject to evaluation by Valbridge Property Advisors, Inc. for internal compliance purposes. Such evaluations do not establish any responsibility to Client or any other parties. Client consents to disclosure of information relating to the appraisal for that purpose.
- 18. **Arbitration.** Except for the Claims described hereinbelow, each Claim shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be a mutually agreed location within the state in which the subject property is located. This arbitration requirement shall not apply to any Indemnification Claim, Publication Claim, or any Claim for monetary damages under \$5,000, or for collection of amounts due pursuant to this Agreement and not timely or fully paid.
- 19. ~~**Indemnification.** Client will defend, indemnify and hold Valbridge Property Advisors | Houston and its Personnel (each being an “Indemnified Party”) harmless from and against any liabilities, damages, obligations, costs, and expenses (including attorneys’ fees) arising out of or suffered by an Indemnified Party from or in connection with any claim, cause of action, or other proceeding brought by a third party (a “Third-Party Action”) where such Third-Party Action arises in connection with, results from, or is based in whole or in part upon: (a) publication of the appraisal report or all or any part of its content in a manner inconsistent with the terms of this Agreement, (b) use or reliance on the appraisal by a person, entity, or association not identified as an intended user, unless Valbridge Property Advisors | Houston has consented in writing to adding such person as an intended user, (c) Client’s provision of inaccurate information or documentation,~~

~~(d) Client's provision of an incomplete copy of the appraisal report to any person, entity, or association, or (e) Client's use or provision of the appraisal for a purpose other than its identified intended use.~~

20. **Governing Law and Jurisdiction.** This Agreement and each Claim shall be governed by the law of the state in which Valbridge Property Advisors | Houston's office performing the assignment is located, exclusive of that state's choice of law rules. Client and Valbridge Property Advisors | Houston agree that, except for Indemnification Claims and Publication Claims, each Claim and each legal proceeding to enforce an arbitration award entered pursuant to the arbitration provision of this Agreement, shall be brought in a state or federal court having jurisdiction over the location of the Valbridge Property Advisors | Houston's office performing the assignment, and the parties hereby waive any objections to the personal jurisdiction or venue of such court.
21. **Severability.** If any provision of this Agreement is held, in whole or part, to be void, unenforceable, or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.
22. **Execution of Agreement.** Execution of this Agreement and delivery of an executed copy by any party by electronic means will be as effective as delivery of a manually executed copy by such party. In the event that any or all off services described in this Agreement are performed at Client's request or direction, but prior to or without Client's execution of the Agreement, the terms and conditions of this Agreement, including Client's obligation to pay, shall still apply.
23. **Entire Agreement and Modifications.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.
24. **Survival.** Sections 2, 6, 8 through 10, and 12 through 23 of these Terms and Conditions shall survive and continue to be applicable after completion of the services described herein.

LOWER BRUSHY CREEK WCID
Interim Employee Benefits Package
November 12, 2024

1. Employees

- a. The Lower Brushy Creek WCID or WCID will consider the following job titles as employees:
 - i. General Manager or GM (salary)
 - 1. Schedule and hours as needed.
 - ii. District Clerk (hourly)
 - 1. Goal of 20 hours per week.
 - 2. Generally, 11am to 4 pm – Monday through Thursday.
 - 3. Location and actual hours flexible upon consent of GM.
- b. Members of the Board of Directors will not be considered as employees of the WCID.

2. Holidays

- a. The WCID will recognize the following as holidays

- New Years
- Martin Luther King, Jr
- Presidents Day/Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day/Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas
- Day before or after Christmas (as per GM)

- b. If a holiday falls on regular workday, hourly employees will be a paid for the holiday.

- c. If a holiday falls on a Board Meeting day, compensatory time off will be approved for the hourly employees by the GM.

3. Personal Time Off (PTO) for hourly employees

- a. PTO includes sick, vacation and other personal time off.
- b. Funeral time off as per GM approval.
- c. PTO to be accumulated at 10 hours per month assuming 20 hours per week.
- d. Can be adjusted by GM pro-rata to actual hours worked.
- e. Can carry-over up to 100 hours into next fiscal year.

4. Health Insurance (hourly employees)

- a. Until the WCID can contract with the Blue Cross/Blue Shield System, the WCID will contribute \$500 per month toward the hourly employee's current health plan.
- b. The WCID intends to join the Blue Cross/Blue Shield System and will choose a permanent plan at that time.

5. Retirement (GM and hourly employees)

- a. Until the WCID can contract with the Texas Counties and Districts Retirement System, the WCID will contribute up to 6% of the employee's salary to match the employee's contribution into a qualified 401(k) program.
- b. The WCID intends to join the Texas Counties and Districts Retirement System and will choose a permanent plan at that time.

6. Effective Date – January 1, 2025