LOWER BRUSHY CREEK WCID

Regular Called Meeting of the Board of Directors

Edmond Komandosky, President
Monica P. Masters, Vice President
Laine Holman, Secretary/Treasurer
Allen R. David, Director
Mitchell Drummond, Director

Notice is hereby given for a regular called meeting of the Board of Directors of the Lower Brushy Creek WCID to be held on **August 3, 2026 at 8:00am** at the Greater Taylor Chamber of Commerce located at 1519 North Main Street Taylor, Texas 76574 for the purpose of considering the following agenda items. The Board of Directors will meet, consider, deliberate and may take action on all agenda items.

BOARD PACKET

• Agenda for LBCWCID Regular Called Meeting for Monday August 3, 2026	2 Pages
CONSENT AGENDA:	
• Minutes for the Regular Called Meeting of June 8, 2026	2 Pages
• Financial Report: Account Register for May 2026	11 Pages
ACTION ITEMS:	
• Proposed FY27 Budget	6 Pages
• FY27 Budget Amendment #1	1 Page
• MLR Engagement Letter for FY26 Audit Services	13 Pages
• USGS Joint Funding Agreement for FY27	4 Pages
• Freese & Nichols Task Order #12, On-Call Services	3 Pages
• Board of Directors Election Guidelines	2 Pages
• District Easement Policy	4 Pages
• Covered Applications & Prohibited Technology Policy	4 Pages

at 2:27 FILED o'clock P M

JUL 2 8 2026

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

LOWER BRUSHY CREEK W.C.I.D.

LOWER BRUSHY CREEK WCID

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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 the item will be removed from the consent agenda and considered at another time during the meeting.*
    a. Minutes for the Regular Called Meeting of the Board of Directors from June 8, 2026;
    b. Financial Reports: Account Register for May 2026;

4. Public Hearing regarding FY26 Tax Rate; consider adoption of an order setting the property tax rate of approximately $.0165 per one hundred dollars valuation of property;

5. Public Hearing regarding proposed FY27 Annual Budget;

6. Presentation by General Manager of Draft FY27 Budget, FY26 Tax Rate and current Capital Improvement Plan;

7. Consideration and Approval of Budget Amendment #1 for the FY27 Annual Budget;

8. Consideration and Approval for the General Manager to execute the Engagement Letter from Maxwell, Lock and Ritter, LLC to perform auditing services for FY26 for the not-to-exceed amount of $14,000;

9. Consideration and Approval for the General Manager to enter into a Joint Funding Agreement for FY27 with the U.S. Geological service for operation and maintenance of all water level/rainfall gauges for a fixed cost of $52,500;

10. Consideration and Approval for the General Manager to execute the Freese & Nichols Task Order #12, General On-Call Services for FY27, for a not-to-exceed amount of $20,000;

11. Consideration and Approval of the updated "Board of Directors Election Guidelines";

12. Consideration and Approval of the "District Easement Policy";

13. Consideration and Approval of the "Covered Applications and Prohibited Technology Policy";

14. Consideration and Approval for the General Manager to execute an agreement with Sourcewell, a cooperative purchasing agency;

15. Agency Reports;

16. General Manager's Report;

17. Director's Comments;

18. 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), 55.072 (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)

I certify that a copy of the August 3, 2026 Lower Brushy Creek WCID 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 Tuesday July 28, 2026.

Sue Lilly

Sue Lilly, District Clerk

In compliance with the Americans with Disabilities Act, the Lower Brushy Creek WCID will provide reasonable accommodations for persons attending the Board of Directors meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Sue Lilly, District Clerk at 512-642-3129.

LOWER BRUSHY CREEK WCID

Minutes of the Regular Called Meeting of the Board of Directors
June 8, 2026

CALL TO ORDER & DETERMINATION OF A QUORUM: President Edmond Komandosky called the Regular Called Meeting of the Board of Directors of the Lower Brushy Creek WCID to order at 8:02am on Monday June 8, 2026 at the Greater Taylor Chamber of Commerce and announced that a Quorum was present.

ATTENDANCE: Board members present included Vice President Scott Ging, Treasurer/Secretary Monica Masters and Director Laine Holman. Others present included, General Manager Jim Clarno, Operations Manager Matthew May, District Clerk Sue Lilly, Board Attorney Stefanie Albright, associate attorney Lauren Binger with BHDA, Judge Rhonda Redden with Williamson County Pct 4, and the following citizens: Mitchell Drummond, Lisa Drummond and Jeff Radke.

CITIZEN COMMUNICATIONS: There were no citizen communications

CONSENT AGENDA ITEMS: General Manager, Jim Clarno, presented for consideration and approval of the following Consent Agenda Items:

a. Minutes for the Regular Caled Meeting of the Board of Directors from April 20, 2026;
b. Minutes for the Special Called Meeting of the Board of Directors from May 12, 2026;
c. Financial Reports: Account Register for March and April 2026;
d. Quarterly Investment Report for FY26 (3rd Qtr);

Director Laine Holman requested to further discuss consent agenda items c. Financial Reports: Account Register for March and April 2026 and d. Quarterly Investment Report for FY26 (3rd Qtr). A motion to approve the Consent Agenda Items a. Minutes for the Regular Called Meeting of the Board of Directors from April 20, 2026 and b. Minutes for the Special Called Meeting of the Board of Directors from May 12, 2026, as presented was made Secretary/Treasurer Monica Masters. The motion was seconded by Director Laine Holman and was carried unanimously.

Director Allen Ray David joined the meeting at 8:06am.

After discussion of consent agenda items c. Financial Reports: Account Register for March and April 2026 and d. Quarterly Investment Report for FY26 (3rd Qtr), a motion to approve these items, as presented was made by Secretary/Treasurer Masters. The motion was seconded by Director Holman and was carried unanimously.

ACTION ITEMS:

General Manager, Jim Clarno presented for Consideration and Approval regarding the May 2, 2026 General Election: a. Statement of Officers administered to the re-elected and new Directors and b. Oath of Office administered to the newly elected Directors by Judge Rhonda Redden, Williamson County Justice of the Peace for Pct 4;

Judge Rhonda Redden administered the Oath of Office to the newly elected Directors and the newly elected Directors signed the Statement of Officer and Oath of Office.

General Manager, Jim Clarno presented for Consideration and possible action to elect Board Officer Positios:

Edmond Komandosky was nominated for the Board President position by Director Mitchell Drummond. The motion was seconded by Monica Masters and was carried with a vote of 4-1. Monica Masters was nominated for the Board Vice President position by President Edmond Komandosky. The motion was seconded by Director Allen Ray David and was carried unanimously. The position of Secretary/Treasurer was discussed by the Board and was unanimously voted to keep the position as "one". Laine Holman was nominated for the Secretary/Treasurer position by Vice President Masters. The motion was seconded by Director David and was carried unanimously.

General Manager Clarno presented the Presentation, Review and Discussion of O&M: a Proposed Policy Regarding Use of District Easement Property, which would replace the existing Structure Area Easement Policy Regarding Fencing and Grazing; and b. Proposed Wild Hog Program;

Citizen member, Jeff Radke, addressed the Board with comments and concerns. There were no actions taken.

General Manager Clarno presented for Consideration and Approval for the General Manager to approve Work Order #06 with M&E Consultants for principal spillway repairs on Sites 2, 3, 4A, 7 & 8 for the not-to-exceed amount of $29,600;

There were no actions taken, as the item was approved at the April 20, 2026 Regular Called Meeting of the Board of Directors

General Manager Clarno presented for Consideration and Approval for the Board President and General Manager to execute Federal Grant Applications for FY27 for site #s 13 &31;

A motion to approve the Board President and General Manager to execute Federal Grant Applications for FY27 for site #s 13 & 31 as presented, was made by Vice President Monica Masters. The motion was seconded by Director David and was carried unanimously.

District Clerk Sue Lilly presented the Discussion of Required Training: Public Information Act and Open Meetings Act;

No actions were taken.

AGENCY REPORTS: There were no Agency Reports. **No actions were taken.**

GENERAL MANAGERS REPORT: Clarno presented the General Manager's Report. **No actions were taken.**

DIRECTORS COMMENTS: There were no other director's comments.

ADJOURNMENT: There being no further business, the meeting was adjourned without objection at 9:12am.

Respectfully submitted,

____

Laine Holman, Secretary/Treasurer

Lower Brushy Creek WCID
August 3, 2026

- Review Cash Activity Report, including Receipts and Expenditures

    ☑ Action Items:

    - Review May 31, 2026 Financial Statements.

2026
Lower Brushy Creek W.C.I.D

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
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

March

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				

April

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		

May

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						

June

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				

July

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	

August

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					

September

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			

October

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

November

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					

December

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		

Jan 20	Board Meeting
Feb 17	Board Meeting
Mar 16	Board Meeting
Apr 20	Board Meeting
Jun 08	Board Meeting
Aug 03	Board Meeting

Lower Brushy Creek WCID
Cash Activity Report
April 30, 2026 - May 31, 2026

			City National Bank
			Operating Account
Reconciled Cash Balance - April 30, 2026			**$ 54,223.21** #
Subsequent Activity			**$ 25,936.89**
Vendor	**Memo**	**Amount**	
Grant Revenue		51,030.00	
Ancira Strategic Partners LLP	Consulting Services - May 2026	(2,000.00)	
Clarno Consulting LLC	General Manager Services - May 2026	(7,000.00)	
RTS Connect	Consulting Services - May 2026	(1,200.00)	
QuickBooks Payroll Service	Payroll April 2026	(9,055.81)	
TCDRS	TCDRS Employer Deposit	(1,442.10)	
City National Bank	Credit Card/Debit Card Expenditures	(4,395.20)	
	Total Bookkeeper's Account Expenditures	25,936.89	
Reconciled Cash Balance - May 31, 2026			**$ 80,160.10**

Lower Brushy Creek WCID
Cash/Investment Activity Report
April 30, 2026 - May 31, 2026

	Interest Rates	Balance 4/30/2026	Subsequent Receipts	Subsequent Disbursements	Subtotal 5/31/2026	Balance 5/31/2026
General Fund -						
C ty Nat on Bank Account	n/a	$ 54,223.21	$ 51,030.00	$ (25,093.11)	$ 80,160.10	$ 80,160.10
TexPool - General Operat ng	3.6492%	1,904,059.84	13,148.75	-	1,917,208.59	1,917,208.59
TexPool - Ra ny Day Fund	3.6492%	237,484.70	730.94	-	238,215.64	238,215.64
Total - General Fund		**2,195,767.75**	**64,909.69**	**(25,093.11)**	**2,235,584.33**	**2,235,584.33**
Total - All Funds		**$ 2,195,767.75**	**$ 64,909.69**	**$ (25,093.11)**	**$ 2,235,584.33**	**$ 2,235,584.33**

Recap & Standings Report

Cycles: **All** Taxing Units: **Coupland ISD...** Deposit Date Range: **10/01/2025 to 05/31/2026** Sorted By: **By Year, Descending** Options: **Separate Rollbacks, Include**

Property Tax

W13 (Lower Brushy Cr WC&ID) **2025 Fiscal Year: 10/01/2025 - 09/30/2026**

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
2027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2025	1,371,885.62	0.00	1,396,464.25	1,396,464.25	1,370,306.71	2,859.80	-202.57	144.64	2.10	26,362.21	1,370,102.04
2024	1,023,634.61	8,729.02	-3,646.46	5,082.56	1,013.65	896.76	7.89	916.52	0.00	4,061.02	1,021.54
2023	841,540.38	2,446.74	-68.68	2,378.06	263.79	124.45	13.78	61.83	0.00	2,100.49	277.57
2022	758,373.38	1,541.03	-54.77	1,486.26	88.86	38.48	6.01	11.63	0.00	1,391.39	94.87
2021	577,067.74	891.78	-3.67	888.11	76.87	24.57	0.00	1.24	0.00	811.24	76.87
2020	484,724.15	746.54	-2.33	744.21	38.47	11.59	0.00	0.40	0.00	705.74	38.47
2019	440,890.17	722.05	-2.45	719.60	36.99	12.41	0.00	0.00	0.00	682.61	36.99
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 & 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	1,371,885.62	0.00	1,396,464.25	1,396,464.25	1,370,306.71	2,859.80	-202.57	144.64	2.10	26,362.21	1,370,102.04
Total Delinquent	4,126,230.43	15,077.16	-3,778.36	11,298.80	1,518.63	1,108.26	27.68	991.62	0.00	9,752.49	1,546.31
Rollbacks		3,944.82	4,137.71	8,082.53	5,831.08	3.49	8.02	0.00	-0.01	2,243.42	5,839.11
Taxing Unit Total	5,498,116.05	19,021.98	1,396,823.60	1,415,845.58	1,377,656.42	3,971.55	-166.87	1,136.26	2.09	38,358.12	1,377,487.46

Percentages

% of Roll Collected - 2025 - 98.11%	Adjusted Original Roll -- $1,396,464.25	Current YTD Collected -- $1,370,102.04
Tax Collections Compared to Current Taxes Billed 0% Collected		
All Collections Compared to Current Taxes Billed 0% Collected		
Combined Collections (Collections + P&I Collected) -- 1,381,627.97		

Accountant’s Compilation Report

Board of Directors
Lower Brushy Creek W.C.I.D
Williamson County, Texas

The District is responsible for the Governmental Funds Balance Sheet as of May 31, 2026 and the Statement of Revenues, Expenditures & Changes in Fund Balance – Governmental Funds for the eight months ended May 31, 2026, 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 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.

<u>Supplementary Information</u>

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 the one and eight months ended May 31, 2026, 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.

We are not independent with respect to Lower Brushy Creek W.C.I.D

BOTT & DOUTHITT, P.L.L.C.
Certified Public Accountants
Round Rock, TX

July 29, 2026

Lower Brushy Creek WCID
Governmental Funds Balance Sheet
May 31, 2026

		Governmental Funds
		General Fund
Assets		
Cash and Cash Equivalents		
Cash	$	80,160.10
Cash Equivalents		2,155,424.23
Receivables		
Property Taxes		39,103.79
Total Assets	$	2,274,688.12
Liabilities		
Accounts Payable	$	62,558.60
Payroll Liabilities		5,743.43
Total Liabilities		68,302.03
Deferred Inflows of Resources		
Property Taxes		39,103.79
Total Deferred Inflows of Resources		39,103.79
Fund Balance		
Fund Balances:		
Assigned		548,375.00
Unassigned		1,618,907.30
Total Fund Balances		2,167,282.30
Total Liabilities, Deferred Inflows of Resources and Fund Balance	$	2,274,688.12

Lower Brushy Creek WCID
Statement of Revenues,
Expenditures & Changes in Fund Balance-Governmental Funds
October 1, 2025 - May 31, 2026

	Governmental Funds	
	General Fund	
Revenues:		
Property Tax Revenue, including penalties	$	1,370,833.59
Grant Revenue		51,030.00
Permits & Fees		-
Interest		42,863.09
Total Revenues		1,464,726.68
Expenditures:		
Current-		
Administrative Services -		
General Manager		52,000.00
Salaries		86,425.00
Director Fees		4,350.00
Accounting Fees		17,681.15
Audit Fees		12,000.00
Consulting fees		25,600.00
Legal Fees		38,432.57
Advertising/Legal Notices		2,064.27
Bonds/Insurance		4,383.16
Dues/Subscriptions/Professional Development		1,530.00
Meals/Entertainment		557.20
Rent		16,368.31
Office Supplies		1,460.91
Postage/PO Box/Delivery Charges		368.40
Travel/Mileage		5,742.11
Website		1,123.95
Tax Appraisal Fees		4,150.00
Utilities		1,266.02
Payroll Expenses		13,945.53
Employee Benefits		21,362.04
Elections		16,875.98
Miscellaneous		1,911.29
Engineering Fees -		
Engineering/Surveying		59,982.12
USGS		22,000.00
Operating Expenses -		
Dam Maintenance		89,253.03
Dam Rehabilitation		28,722.92
Total Expenditures		529,555.96
Excess/(Deficiency) of Revenues over Expenditures		935,170.72
Fund Balance, October 1, 2025		1,232,111.58
Fund Balance, May 31, 2026	$	2,167,282.30

S Accountants' R port.

Supplementary Information

Index

<u>General Fund</u>

Lower Brushy Creek WCID
Budgetary Comparison Schedule-General Fund
May 31, 2026

	Current Month			Year to Date		
	Actual	**Budget**	**Difference**	**Actual**	**Budget**	**Difference**
Revenues:						
Property Taxes, including penalties	$ 7,278.91	$ -	$ 7,278.91	$ 1,370,833.59	$ 1,350,000.00	$ 20,833.59
Grant Income	51,030.00	51,030.00	-	51,030.00	51,030.00	-
Interest Income	6,600.78	2,500.00	4,100.78	42,862.82	20,000.00	22,862.82
Total Revenues	64,909.69	53,530.00	11,379.69	1,464,726.41	1,421,030.00	43,696.41
Expenditures:						
Administrative Expenses						
General Manager	6,500.00	6,500.00	-	52,000.00	52,000.00	-
Salaries	11,000.00	11,000.00	-	86,425.00	88,000.00	1,575.00
Director Fees	-	-	-	4,350.00	4,500.00	150.00
Accounting Fees	2,200.00	2,500.00	300.00	17,681.15	20,000.00	2,318.85
Audit Fees	-	-	-	12,000.00	12,000.00	-
Consulting fees	3,200.00	3,616.67	416.67	25,600.00	28,933.33	3,333.33
Legal Fees	4,492.07	4,000.00	(492.07)	38,432.57	32,000.00	(6,432.57)
Advertising/Legal Notices	-	-	-	2,064.27	2,066.00	1.73
Bonds/Insurance	-	-	-	4,383.16	4,000.00	(383.16)
Dues/Subscriptions/Professional Development	500.00	500.00	-	1,530.00	1,530.00	-
Meals/Entertainment	-	166.67	166.67	557.20	1,333.33	776.13
Rent	2,074.22	2,166.67	92.45	16,368.31	17,333.33	965.02
Office Supplies	-	166.67	166.67	1,460.91	1,333.33	(127.58)
Postage/PO Box/Delivery Charges	-	41.67	41.67	368.40	333.33	(35.07)
Travel/Mileage	669.65	1,083.33	413.68	5,742.11	8,666.67	2,924.56
Website	55.18	55.18	-	1,123.95	600.00	(523.95)
Tax Appraisal Fees	-	-	-	4,150.00	4,150.00	-
Williamson County Tax Collector	-	-	-	-	-	-
Utilities	183.75	400.00	216.25	1,266.02	3,200.00	1,933.98
Payroll Expenses	1,634.26	1,750.00	115.74	13,945.53	14,000.00	54.47
Employee Benefits	2,065.82	1,416.67	(649.15)	21,362.04	11,333.33	(10,028.71)
Elections	16,875.98	16,875.98	-	16,875.98	16,876.00	0.02
Miscellaneous	16.23	1,250.00	1,233.77	1,913.35	10,000.00	8,086.65
Engineering Expenses						
Engineering/Surveying	10,069.52	10,000.00	(69.52)	59,982.12	80,000.00	20,017.88
USGS	-	-	-	22,000.00	21,250.00	(750.00)
Operating Expenses						
Dam Maintenance	23,203.03	26,250.00	3,046.97	89,253.03	210,000.00	120,746.97
Dam Rehabilitation	-	-	-	28,722.92	29,000.00	277.08
Total Expenditures	84,739.71	89,739.51	4,999.80	529,558.02	674,438.65	144,880.63
Excess/(Deficiency) of Revenues over Expenditures	$ (19,830.02)	$ (36,209.51)	$ 16,379.49	$ 935,168.39	$ 746,591.35	$ 188,577.04

Lower Brushy Creek WCID
Revenues & Expenditures - General Fund: Actual + Budgeted
Fiscal Year 2025-2026

	FY 2026 Budget Approved 9/10/2025	Actual Oct-25	Actual Nov-25	Actual Dec-25	Actual Jan-26	Actual Feb-26	Actual Mar-26	Actual Apr-26	Actual May-26	Budget Jun-26	Budget Jul-26	Budget Aug-26	Budget Sep-26	Actual + Budgeted	Variance
Revenues:															
Property Taxes	$ 1,350,000	12,677	$ 36,489	$ 176,367	$ 983,827	$ 127,185	$ 13,173	$ 13,836	$ 7,279	$ -	$ -	$ -	$ -	$ 1,370,834	20,834
Grant Income	155,925	-	-	-	-	-	-	-	51,030	-	-	-	104,895	155,925	-
Permits and Fees	4,000	-	-	-	-	-	-	-	-	-	-	-	4,000	4,000	-
Interest Income	30,000	4,035	3,747	3,847	4,898	6,364	6,897	6,475	6,601	2,500	2,500	2,500	2,500	52,863	22,863
Total Revenues	1,539,925	16,712	$ 40,236	$ 180,214	$ 988,725	$ 133,548	20,070	20,311	64,910	2,500	2,500	2,500	111,395	1,530,759	43,696
Expenditures:															
Administrative Expenses -															
General Manager	78,000	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	78,000	-
Salaries	132,000	9,425	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	130,425	1,575
Director Fees	9,000	-	-	1,500	-	-	2,850	-	-	2,250	-	-	2,250	8,850	150
Accounting Fees	30,000	2,200	2,200	2,200	2,200	2,281	2,200	2,200	2,200	2,500	2,500	2,500	2,500	27,681	2,319
Audit Fees	12,000	-	-	12,000	-	-	-	-	-	-	-	-	-	12,000	-
Consulting fees	43,400	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,617	3,617	3,617	3,617	40,067	3,333
Legal Fees	48,000	7,109	4,290	5,687	-	12,630	637	3,588	4,492	4,000	4,000	4,000	4,000	54,433	(6,433)
Advertising/Legal Notices	4,000	-	98	-	-	-	-	1,966	-	-	-	-	1,934	3,998	2
Bonds/Insurance	4,000	3,863	-	520	-	-	-	-	-	-	-	-	-	4,383	(383)
Dues/Subscriptions/Prof. Dev.	3,000	-	-	-	200	-	250	580	500	-	-	-	1,470	3,000	-
Meals/Entertainment	2,000	215	-	107	-	-	46	189	-	167	167	167	167	1,224	776
Rent	26,000	2,029	2,029	2,029	2,029	2,029	2,074	2,074	2,074	2,167	2,167	2,167	2,167	25,035	965
Office Supplies	2,000	110	51	62	41	-	408	788	-	167	167	167	167	2,128	(128)
Postage/PO Box/Delivery Charges	500	56	22	77	55	71	-	88	-	42	42	42	42	535	(35)
Travel/Mileage	13,000	1,304	647	500	646	593	761	622	670	1,083	1,083	1,083	1,083	10,075	2,925
Website	600	-	-	-	-	49	949	71	55	-	-	-	-	1,124	(524)
Appraisal Fees	6,000	-	-	2,075	-	-	2,075	-	-	1,500	-	-	350	6,000	-
Williamson County Tax Collector	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000	10,000	-
Utilities	4,800	151	100	250	169	25	188	199	184	400	400	400	400	2,866	1,934
Payroll Expenses	21,000	1,627	1,634	1,634	1,931	1,823	2,027	1,634	1,634	1,750	1,750	1,750	1,750	20,946	54
Employee Benefits	17,000	3,250	3,592	3,408	2,848	2,066	2,066	2,066	2,066	1,417	1,417	1,417	1,417	27,029	(10,029)
Elections	24,000	-	-	-	-	-	-	-	16,876	-	-	-	7,124	24,000	0
Miscellaneous	15,000	581.53	429.91	719.52	121.82	44.34	-	-	16	1,250	1,250	1,250	1,250	6,913	8,087
Engineering Expenses -															
Engineering/Surveying	120,000	4,668	-	23,002	2,595	9,677	75	9,896	10,070	10,000	10,000	10,000	10,000	99,982	20,018
USGS	42,500	-	-	11,000	-	-	11,000	-	-	10,625	-	-	10,625	43,250	(750)
Operating Expenses -															
Dam Maintenance	315,000	-	1,500	8,100	7,850	-	48,600	-	23,203	26,250	26,250	26,250	26,250	194,253	120,747
Dam Repairs	1,020,500	-	-	-	-	-	-	-	-	-	-	-	1,020,500	1,020,500	-
Dam Rehabilitation	85,000	-	-	-	-	28,723	-	-	-	-	-	-	56,000	84,723	277
Total Expenditures	2,088,300	46,289	$ 37,293	$ 95,571	$ 41,385	$ 80,712	96,907	46,661	84,740	86,683	72,308	72,308	1,182,561	1,943,419	144,881
Excess/(Deficiency) of Revenues over Expenditures	$ (548,375)	$ (29,577)	$ 2,943	$ 84,643	$ 947,340	$ 52,837	$ (76,836)	$ (26,350)	$ (19,830)	$ (84,183)	$ (69,808)	$ (69,808)	$ (1,071,166)	$ (412,661)	$ 188,577

S Accountants' R port.

LOWER BRUSHY CREEK WCID

FY 27 PRELIMINARY BUDGET

AS OF JULY 29, 2026

By: __________________________

Edmond S Komandosky
Board President

Attest: __________________________

Laine Holman
Sectetary/Treasurer

FY 27 Budget approved by Lower Brushy Creek WCID Board of Directors on September ___, 2026

LOWER BRUSHY CREEK WCID
FY 27 PRELIMINARY BUDGET
As of 7/29/26

BUDGET SUMMARY	FY 26 Budget (Approved)	FY 26 Budget (As Amended)	FY 27 Budget (Draft)
INCOME			
Property Tax	$1,350,000	$1,350,000	$1,500,000
TSSWCB Dam Maintanance Grants	$155,925	$155,925	$536,750
TSSWCB Structural Repair Grants	$0	$0	$0
Transfer from General Fund surplus	$550,000	$550,000	$0
Other Income	$34,000	$34,000	$75,000
Total Income	**$2,089,925**	**$2,089,925**	**$2,111,750**
EXPENSES			
Administrative (19.9 %)	$407,800	$440,800	$456,100
Dam Maintenance (76.6 %)	$575,000	$502,000	$1,432,500
Capital Improvements (3.5 %)	$1,105,500	$1,105,500	$80,000
Total Expenses	**$2,088,300**	**$2,048,300**	**$1,968,600**
SURPLUS/DEFICIT (09/30/25)	**$1,625**	**$41,625**	**$143,150**

General Notes

Budget format was modified as per discussions with the Board

Administrative expenses
- Does not include any new full time or part time employees
- Re-assigned Operations Manager and related expenses to Dam Maintenance
- No election scheduled this year

Dam Maintenance expenses
- Includes normal maintenance and repairs at dams
- Includes engineering related to maintenance, repiars and minor improvement projects
- Includes principal spillway repairs to replace drain valves and trash racks
- Includes new AWARE water level/rain gauges
- Includes updates and tabletop exercise for Emergency Action Plan

Capital Improvement expenses
- Does not include any new capital improvement projects
- Includes preliminary costs for rehabilitaion of Sites 25 and 29

LOWER BRUSHY CREEK WCID
FY 27 PRELIMINARY BUDGET
As of 7/29/26

ADMINISTRATIVE INCOME AND EXPENSES	FY 26 Budget (Approved)	FY 26 Budget (As amended)	FY 27 Budget (Draft)
ADMINSITRATIVE INCOME			
Property Taxes - see page 5	**$1,350,000**	**$1,350,000**	**$1,500,000**
Other Income			
Permits and fees	$4,000	$4,000	$10,000
Interest	$30,000	$30,000	$65,000
Total Other Income	**$34,000**	**$34,000**	**$75,000**
Total Administrative Income	**$1,384,000**	**$1,384,000**	**$1,575,000**
ADMINISTRATIVE EXPENSES			
Staffing			
General Manager	$78,000	$78,000	$82,000
District Clerk	$60,000	$60,000	$63,000
Insurance and Benefits	$8,500	$15,500	$24,000
Payroll taxes	$10,000	$10,000	$12,000
Directors Fees	$9,000	$9,000	$9,000
Travel/Mileage	$7,000	$7,000	$8,000
Professional Services			
Bookkeeping Fees	$30,000	$30,000	$30,000
Audit Fees	$12,000	$14,000	$14,000
Legal Fees	$48,000	$60,000	
Bickerstaff		$0	$60,000
Other		$0	$2,000
Commmunications			
Ancira Strategic Partners	$24,000	$24,000	$24,000
RTS Connect	$14,400	$14,400	$14,400
Additional partnershio with KRTX			$12,400
Materials, Reservations, Etc	$5,000	$5,000	$4,000
Office and other			
Office - Rental/deposits	$26,000	$26,000	$28,000
Office - Furniture/equipment	$1,000	$1,000	$2,500
Office - Utilities	$4,800	$4,800	$3,600
Office - Supplies	$1,000	$1,000	$2,000
Advertisisng/Legal Notices	$4,000	$4,000	$4,000
Postage/Delevery Charges	$500	$500	$500
Bonds/Insurance	$4,000	$4,000	$4,800
Dues/Subscriptions/Prof Development	$3,000	$3,000	$3,000
Meals/Entertairnment	$2,000	$2,000	$2,000
Website	$600	$600	$1,200
Williamson County			
Williamson Central Appraisal District	$6,000	$6,000	$9,000
Williamson County - Election Office	$24,000	$36,000	$0
Williamson County - Tax Assessor/Collector	$10,000	$10,000	$15,000
Misc. (5% contingency)	$15,000	$15,000	$21,700
Total Administrative Expenses	**$407,800**	**$440,800**	**$456,100**

LOWER BRUSHY CREEK WCID
FY 27 PRELIMINARY BUDGET
As of 7/29/26

DAM MAINTENANCE	FY 26 Budget (Approved)	FY 26 Budget (As amended)	FY 27 Budget (Draft)
DAM MAINTENANCE INCOME			
TSSWCB Maintenance Grants			
Maintenance (90% state/10% local)	$148,500	$148,500	$508,500
Maintenance (5% admin fee)	$7,425	$7,425	$28,250
Total Dam Maintenance Income	**$155,925**	**$155,925**	**$536,750**
DAM MAINTENANCE EXPENSES			
Staffing			
Operations Manager	$72,000	$72,000	$75,000
Insurance and Benefits	$8,500	$15,500	$24,000
Payroll Taxes	$11,000	$11,000	$12,000
Travel/Mileage	$6,000	$6,000	$4,000
Professional Services			
Engineering Services			
General - Lochner	$72,000	$72,000	$25,000
General - Freese and Nichols	$13,000	$13,000	$20,000
Repairs - M&E Consultants	$15,000	$15,000	$60,000
Other	$20,000	$20,000	$40,000
Guages			
USGS - 6 gauges at Sites 9, 18, 20, 25, 29 and 32	$42,500	$42,500	$52,500
AWARE - 5 gauges at Sites	$0	$0	$65,000
Maintenance			
Regular maintenance - herbicide, fertilize , shred and spot spray	$85,000	$85,000	$65,000
Principal spillway repairs - drain valves and trash racks	$30,000	$30,000	$500,000
Access Roads	$20,000	$20,000	$0
Topsoil and reseed Site 21	$60,000	$60,000	$0
Re-Fence Site 9	$80,000	$0	$80,000
Repairs to Site 33 - reshape and riprap			$325,000
Acquire mid-size gas utility vehicle and trailer			$35,000
Feral Swine Management Program			$10,000
Other (non-grant funded maintenance)	$40,000	$40,000	$40,000
Total Dam Maintenance Expenses	**$575,000**	**$502,000**	**$1,432,500**

LOWER BRUSHY CREEK WCID
FY 27 PRELIMINARY BUDGET
As of 7/29/26

CAPITAL IMPROVEMENTS	FY 26 Budget (Approved)	FY 26 Budget (As amended)	FY 27 Budget (Draft)
CAPITAL IMPROVEMENT INCOME			
TSSWCB Structural Repair Grants			
Rehab Site 25 - project management/legal/land rights	$0	$0	$0
Rehab Site 29 - project management/legal/land rights	$0	$0	$0
Total Capital Improvement Income	**$0**	**$0**	**$0**
CAPITAL IMPROVEMENT EXPENSES			
Land Rights - Site 18	$75,000	$75,000	$45,000
Repair Principal Spillways Sites 3, 10, 30	$995,500	$995,500	$0
Rehab Site 25 - project management/legal/land rights	$5,000	$5,000	$5,000
Rehab Site 29 - project management/legal/land rights	$5,000	$5,000	$5,000
Other (non-grant funded repairs)	$25,000	$25,000	$25,000
Total Capital Improvement Expenses	**$1,105,500**	**$1,105,500**	**$80,000**

Notes: Application submitted to TSSWCB for structural repairs to Sites 6, 13, 17 and 24
Applicatons submitted to USDA - NRCS for rehabilitation of Site 25 and 29
LBC WCID funds to be used to Repair Princiipal Spillways of Sites 3, 10 and 30

LOWER BRUSHY CREEK WCID
FY 27 PRELIMINARY BUDGET
As of 7/29/26

Williamson Central Appraisal District
Tax Year 2026 Certified Appraisal Roll Information
As of July 28, 2026

Lower Brushy Creek WCID FY 27 Tax Rate		**$0.015666**
	Total taxable value within Lower Brushy Creek WCID	**Property Tax Revenue**
Total Certified Taxable Assessed Valuation (100% Receivable)	$9,726,672,922	$1,523,781
Total Taxable Valuation still being evaluated by Williamson Central Appraisal Board Review (Estimated 75% Receivable)	$168,326,358	$19,778
	Maximun Expected FY 27 Tax Revenue	**$1,543,558**

Recommended **$1,500,000.00**

LOWER BRUSHY CREEK WCID
FY 26 – Budget Amendment #1
August 3, 2026

Background: (1) Board of Directors has switched Board Attorney, (2) TCDRS requires additional documentation included in the audit, (3) two employees were converted to salary with benefits, and (4) the Site 9 fencing project was deferred till FY 27.

To/From	Description	Amount
To	Expenditures – Legal Fees	$12,000
To	Expenditures – Audit Fees	$2,000
To	Expenditures – Employee Benefits	$14,000
To	Expenditures – Williamson County Elections	$12,000
From	Expenditures – Refence Site 9	-$80,000
	Total Budget Amendment #1	-$40,000

Approved by the Board of Directors on August 3, 2026

By: ______________________________
Edmond S Komandosky
Board President

Attest:

By: ______________________________
Laine Holman
Secretary/Treasurer

July 8, 2026

To the Board of Directors and Mr. Jim Clarno
Lower Brushy Creek Water Control and Improvement District
351 Exchange Blvd., Suite 230
Hutto, Texas 78634

Dear Board Members:

We are pleased to confirm our understanding of the services we are to provide Lower Brushy Creek Water Control and Improvement District (the "District") as of and for the year ended September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the General Fund, and the disclosures (collectively, the "financial statements"), which collectively comprise the basic financial statements of the District as of and for the year ended September 30, 2026. Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the District's basic financial statements. Such 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 historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Information for the General Fund
- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of District Contributions
- Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

- Supplemental schedules required by the Texas Commission on Environmental Quality

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the District and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time, and depending on the circumstances, use third-party service providers in serving the District's account. We may also use data analysis, automation, or generative artificial intelligence ("AI") tools in the performance of our services. In doing so, we may share confidential information about the District with those service providers or tools (collectively, "resources"), but remain committed to maintaining the confidentiality and security of the District's information. Use of such resources will not diminish our professional responsibilities under applicable standards. We maintain internal policies, procedures, and safeguards to protect the confidentiality of the District's personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of the District's information and we will take reasonable precautions to determine that the resources have appropriate safeguards in place to prevent the unauthorized release of the District's confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, the District will be asked to provide consent prior to the sharing of the District's confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by the resources.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Revenue recognition - property taxes
- Revenue recognition - grant revenue
- Management override - fraud risk

We note that our audit planning procedures are not yet complete, and modifications may be made to these identified significant risks.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluation and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

With regard to including the auditors' report in an exempt offering document, you agree that the aforementioned auditors' report, or reference to Maxwell Locke & Ritter LLP ("ML&R"), will not be included in any such offering document without our prior permission or consent. With regard to an exempt offering document with which ML&R is not involved, you agree to clearly indicate in the exempt offering document that ML&R is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information. Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management is responsible to notify us in advance of your intent to print our report, in whole or in part, for inclusion in a document containing other information and to give us the opportunity to review such printed matter before its issuance. With regard to publishing the financial statements on the District's website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the financial statements and related notes of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by management. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. As part of our audit procedures for the year ended September 30, 2026, we may provide advisory services or recommendations to improve internal controls or propose adjusting entries, provided that management reviews the entries to understand the nature of the entries and the impact on the financial statements.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of the District's key personnel. We will plan the engagement based on the assumption that the District's personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, the District's personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. Other circumstances that may result in an increase of our fees include excessive general ledger adjustments, poor records, significant unanticipated transactions, financial reporting issues, or delays in resolution of issues that extend the period of time necessary to complete the engagement.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of ML&R and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ML&R personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agency or its designee. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jimmy Romell is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in November 2026 and to issue our reports no later than February 2027. To ensure that ML&R's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our base fee for these services will be $14,000, which includes a one-time fee of $1,500 for the implementation of the Governmental Accounting Standards Board pension standards due to the District's participation in the Texas County and District Retirement System. Our fees for these services are based on the amount of time required to complete the engagement at our standard billing rates, plus reasonable out-of-pocket expenses and out-of-town travel costs, if applicable. We will also consider the complexity and the value of the work performed, the experience level of the staff required to bring the appropriate level of expertise to the project, and the circumstances under which the work is performed when determining our estimated fees. The fee estimate is based on anticipated cooperation from the District's personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep management informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable upon presentation.

In the event we are required to respond to a subpoena, court order, or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, the District agrees to compensate us at our hourly rates for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Management may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management concerning the scope and estimated fees for those additional services. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In accordance with our firm policies, work may be suspended if the District's account becomes significantly overdue and will not be resumed until the District's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. The District will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Government Auditing Standards require that we provide the Organization with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2025 peer review report accompanies this letter.

The District grants ML&R the right to include the District's name and logo in lists of current and former clients for marketing and business development purposes, including proposals and presentations. ML&R may also reference, in general terms, the type of professional services provided (e.g., audit, tax, etc), provided that such references do not disclose confidential or proprietary information about the District. In the event ML&R intends to discuss the services provided with more specificity, ML&R will submit a copy of any such language to the District so that management can consent to the form and content of the same. The District may revoke permission for use of its name or logo at any time by written notice to ML&R.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of the District's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide and opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Disputes and Claims

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this or any prior engagement between them (except actions by the firm to enforce payment of its professional invoices), will, prior to resorting to litigation, be submitted to mediation, and that they will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within the county of Travis, Texas, by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Texas law without regard to the conflict of laws or provisions thereof. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Any claim arising out of this engagement, except our actions to enforce payment of our invoices, must be asserted within one year from the completion of services or the date any such cause of action accrues, whichever is later, unless otherwise barred by the applicable statute of limitation.

We may communicate with you and/or store engagement data via email, portals, cloud platforms, or other digital means. We and any of our third-party vendors will maintain reasonable measures to safeguard communications and engagement data in those environments. Notwithstanding those measures, there exist inherent risks that engagement data may be breached, and in the specific case of email, that messages may be undelivered, or intercepted or used by, disclosed to, or shared with an unintended third party. You accept those risks and authorize us to proceed with the aforementioned digital activities. To protect your confidential, proprietary, and personally identifiable information, please send files through our recommended secure portal or your preferred secure file-sharing service. You agree to hold us harmless as to any adverse consequence you may sustain as a result of sharing your data with us not in accordance with our advice, or from any other data breach in connection with this engagement, except to the extent determined to have been caused by our gross negligence or willful misconduct. In the event of a data breach, each of us agrees to notify the other in the most expedient time possible and without unreasonable delay.

The District agrees to hold ML&R and its partners, heirs, executors, personal representatives, successors, and assigns harmless from any and all claims of the District which arise from knowing misrepresentations to ML&R by the management of the District, or the intentional withholding or concealment of information from ML&R by the management of the District. The District also agrees to indemnify ML&R for any and all claims made against ML&R by third parties which arise from any of these actions by the management of the District, as long as ML&R is not negligent in the performance of its services.

♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Maxwell Locke & Ritter LLP

Maxwell Locke & Ritter LLP

This letter correctly sets forth the understanding of Lower Brushy Creek Water Control and Improvement District:

____
Name, Title

____
Date

Gollob Morgan Peddy
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

November 26, 2025

To The Partners of Maxwell Locke & Ritter LLP
and the Peer Review Committee of the TXCPA

We have reviewed the system of quality control for the accounting and auditing practice of Maxwell Locke & Ritter LLP in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not preformed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and the compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of an employee benefit plans, and examinations of service organizations (a SOC1 and a SOC2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maxwell Locke & Ritter LLP in effect for the year ended May 31, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail*. Maxwell Locke & Ritter LLP has received a peer review rating of *pass.*

Gollob Morgan Peddy PC

Gollob Morgan Peddy PC
Certified Public Accountants

Gollob Morgan Peddy PC
1001 ESE Loop 323, Suite 300, Tyler, TX 75701
Tel 903-534-0088 Fax 903-581-3915 www.gmpcpa.com

United States Department of the Interior

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

June 8, 2026

Mr. James Clarno
General Manager
Lower Brushy Creek WCID
351 Exchange Blvd Suite 230
Hutto, TX 78634

Dear Mr. Clarno:

Enclosed is our standard joint-funding agreement 27SJJFATX216000 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, 2026 through September 30, 2027 in the amount of $52,500 from your agency. U.S. Geological Survey contributions for this agreement are $0 for a combined total of $52,500. Please sign and return one fully-executed original to Kandis Becher at GS-W-OT_OTFM@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **August 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Joseph Capesius at (512) 745-1114 or email capesius@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,

Meghan C Roussel

Meghan Roussel
Acting Director

Enclosure
27SJJFATX216000

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 #: 27SJJFATX216000
Project #: SJ009ME
TIN #: 71-0879852

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2026, 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, 2026 to September 30, 2027

(b) $52,500 by the party of the second part during the period October 1, 2026 to September 30, 2027

(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 #: 6000007890
Agreement #: 27SJJFATX216000
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:	Joseph Capesius Supervisory Hydrologist
Address:	1505 Ferguson Lane Austin, TX 78754
Telephone:	(512) 745-1114
Fax:	(n/a)
Email:	capesius@usgs.gov

Customer Technical Point of Contact

Name:	James Clarno General Manager
Address:	351 Exchange Blvd Suite 230 Hutto, TX 78634
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:	(n/a)
Email:	kkbecher@usgs.gov

Customer Billing Point of Contact

Name:	James Clarno General Manager
Address:	351 Exchange Blvd Suite 230 Hutto, TX 78634
Telephone:	(512) 517-7596
Fax:	(n/a)
Email:	jclarno.pe@att.net

U.S. Geological Survey
United States
Department of Interior

Signature

By MEGHAN ROUSSEL Digitally signed by MEGHAN ROUSSEL Date: 2026.06.08 11:12:19 -05'00'

Name: Meghan Roussel
Title: Acting Director

Lower Brushy Creek WCID

Signatures

By____________________ **Date:** ________
Name:
Title:

By____________________ **Date:** ________
Name:
Title:

By____________________ **Date:** ________
Name:
Title:

Lower Brushy Creek WCID
27SJJFATX216000

Site Information

Description	Code	Units	Diff. Factor	USGS Funds	Customer Funds	Total
Task: 1 - Surface Water						
08106050 Brushy Ck at FM 619						
Precip O&M	PRECIPCONT	1.00	1.00	$0	$1,500	$1,500
			Site Totals:	**$0**	**$1,500**	**$1,500**
303437097285701 LBC Dam 25 nr Taylor, TX						
Full Range Streamflow Station	RES-E	1.00	1.00	$0	$7,000	$7,000
	PRECIPCONT	1.00	1.00	$0	$1,500	$1,500
			Site Totals:	**$0**	**$8,500**	**$8,500**
303129097254701 LBC Dam 29 nr Taylor, TX						
	RES-E	1.00	1.00	$0	$7,000	$7,000
	PRECIPCONT	1.00	1.00	$0	$1,500	$1,500
			Site Totals:	**$0**	**$8,500**	**$8,500**
302722097230001 LBC Dam 32 nr Coupland, TX						
	RES-E	1.00	1.00	$0	$7,000	$7,000
	PRECIPCONT	1.00	1.00	$0	$1,500	$1,500
			Site Totals:	**$0**	**$8,500**	**$8,500**
303425097175601 LBC Dam 18 nr Thrall, TX						
	ELEVCONT	1.00	1.00	$0	$7,000	$7,000
	PRECIPCONT	1.00	1.00	$0	$1,500	$1,500
			Site Totals:	**$0**	**$8,500**	**$8,500**
303549097143301 LBC Dam 20 nr Thorndale, TX						
	ELEVCONt	1.00	1.00	$0	$7,000	$7,000
	PRECIPCONT	1.00	1.00	$0	$1,500	$1,500
			Site Totals:	**$0**	**$8,500**	**$8,500**
303732097143201 LBC Dam 9 nr Thorndale, TX						
	RES-E	1.00	1.00	$0	$7,000	$7,000
	PRECIPCONT	1.00	1.00	$0	$1,500	$1,500
			Site Totals:	**$0**	**$8,500**	**$8,500**

PROJECT		**USGS FUNDS**	**CUSTOMER FUNDS**	**TOTAL COST**
	Surface Water: 00120	$0	$52,500	$52,500
	AGREEMENT TOTAL:	$0	$52,500	$52,500

PROFESSIONAL SERVICES AGREEMENT
TASK AUTHORIZATION

Lower Brushy Creek WCID
351 Exchange Blvd. Suite 290
Hutto, Texas 78634

DATE: 7/22/26

Project Name: Task Order #12 – General On-Call Services

Description of Services: Engineer will provide professional services for general support of the WCID as requested by the WCID, up to the task order amount. On-call engineering services support may include:

1. General dam engineering services related to the WCID's dams
2. Emergency Action Plan updates and TCEQ Dam Safety Coordination
3. Mapping and figures related to the WCID's dams
4. Dam safety inspections (technical inspections, periodic maintenance inspections, and/or post-flood event inspections and recommendations).
5. Technical advising for encroachment of the WCID's dams, including development plan and specification review, geotechnical and structural analyses, and construction inspections.
6. Seepage and instrumentation monitoring (data collection and analysis) and reporting.
7. Studies and evaluation of concepts (to address dam safety recommendations, maintenance issues, potential for decommissioning, etc.).
8. Other assistance that the WCID deems appropriate.

As requested by or authorized by the WCID, the Engineer will respond to and support other key WCID consultants with information and work within the Engineer's typical responsibilities for the WCID.

Compensation shall be: A not-to-exceed amount of $20,000 in accordance with the Master Professional Services Agreement and Attachment CO.

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

FREESE AND NICHOLS, INC.	**LOWER BRUSHY CREEK WCID**
BY: ______________________	BY: ______________________
Victor M. Vasquez, P.E. *Print Name*	______________________ *Print Name*
TITLE: Principal	TITLE: ______________________
DATE: 7/22/2026	DATE: ______________________

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Twenty Thousand Dollars ($20,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Professional 1	143
Professional 2	175
Professional 3	199
Professional 4	226
Professional 5	265
Professional 6	306
Construction Manager 1	124
Construction Manager 2	155
Construction Manager 3	168
Construction Manager 4	209
Construction Manager 5	252
Construction Manager 6	290
Construction Representative 1	111
Construction Representative 2	124
Construction Representative 3	155
Construction Representative 4	168
CAD Technician/Designer 1	122
CAD Technician/Designer 2	160
CAD Technician/Designer 3	195
Corporate Project Support 1	117
Corporate Project Support 2	141
Corporate Project Support 3	187
Intern / Coop	79

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

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

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$500
Water Quality Meter (per day)	$100
Microscope (each)	$150
Ultrasonic Thickness Guage (per day)	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

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

These ranges and/or rates will be adjusted annually in February. Last updated 2026.

Lower Brushy Creek WCID

Board of Directors Election Guidelines

The Lower Brushy Creek Water Control & Improvement District is governed by residents who are elected to a five-member Board of Directors. They are elected at-large and serve four-year, staggered terms. District elections occur every even-numbered year on the first Saturday in May.

The Board generally meets at 8:00 a.m. on the third Monday of each month in the Board Room of the Greater Taylor Chamber of Commerce located at 1519 North Main Street. Taylor, Texas 76574. The public is always invited and encouraged to attend. Meeting agendas are posted at the District's office in Hutto, on the district's website and at the Williamson County Clerk's office in Georgetown. Monthly meetings may occasionally change from the typical third Monday to the second or fourth Monday due to conflicts or holidays, so check the district's website for up-to-date information. Website: https://www.lowerbrushycreekwcid.org/

CURRENT BOARD OF DIRECTORS

Edmond S. Komandosky, President
Term of Office: 06/2024 - 05/2028

Monica P. Masters, Vice-President
Term of Office: 06/2024 - 05/2028

Laine Holman, Secretary/Treasurer
Term of Office: 06/2026 - 05/2030

Allen R. David, Director
Term of Office: 06/2026 - 05/2030

Mitchell Drummond, Director
Term of Office: 06/2026 - 05/2030

Email for all Directors: info@lowerbrushycreekwcid.org

BOARD OF DIRECTORS ELECTIONS GUIDELINES

House Bill 305 Election Disclosure: The following information related to the District's elections for members of the Board of Directors is being posted by the District pursuant to Section 2051.152 of the Texas Government Code (enacted by House Bill 305 during the 2019 Texas Legislative Session):

1. The date and location of the next election for members of the Board of Directors of the District:

Elections for directors of the District are conducted on the May uniform election date in even-numbered years. Accordingly, the next election for members of the Board of Directors of the District shall be conducted on the first Saturday in May 2028 which is May 6, 2028.

The election shall be conducted at the polling places established by Wiliamson County to serve the county's regular election precincts within the District, as required by Sections 42.0621 and 43.004 of the Texas Election Code. Similar to the most recent prior election, the District anticipates that Williamson County will authorize voters to vote at any of the voting locations established by Wiliamson County, and voters will not be limited to voting in the precinct where they are registered to vote.

2. The requirements and deadline for filing for candidacy of each elected office of the District:

In order to be qualified to serve as a director of a water control and improvement district, Section 51.072 of the Texas Water Code requires that a person be (1) be a resident of the state: (2) own land subject to taxation in the District or be a qualified voter in the District: and (3) be at least 18 years of age.

A person that desires to be a candidate for the director election must timely complete and submit a notarized application for a place on the ballot for the election. Application for a Place on the Ballot for the General Election (Form No 2-49) may be downloaded and printed from the Texas Secretary of State's website:

https://www.sos.state.texas.us/elections/forms/index.shtml

For the May 6, 2028 director election, the first day to file an application for a place on the ballot is Wednesday, January 12, 2028. The last day to file an application for a place on the ballot is Friday February 11, 2028 (by 5pm) and the deadline for write-in candidates is Tuesday February 15, 2028.

Completed applications for a place on the ballot may be filed by mail to the District at the following address:

Lower Brushy Creek WCID, 351 Exchange Blvd, Suite 230, Hutto, TX 78634

or emailed to: info@lowerbrushycreekwcid.org

Updated and adopted this 3rd day of August 2026 and Effective the 1st day of September 2026.

LOWER BRUSHY CREEK WATER
CONTROL & IMPROVEMENT DISTRICT

By: ______________________________
Edmond S. Komandosky, President

ATTEST:

By: ______________________________
Laine Holman, Secretary

LOWER BRUSHY CREEK WCID

BOARD APPROVED POLICY

POLICY REGARDING USE OF

DISTRICT EASEMENT PROPERTY

The purpose of this policy is to identify procedures to be utilized by Lower Brushy Creek Water Control and Improvement District (the "District") staff and officials in connection with use of areas within the Easements (defined herein) relating to the dams, auxiliary spillways, principal spillways, inlet and outlet works, and all related structures (the "Flood Control Structures") owned and maintained by the District.

At the time of the original construction of the District's Flood Control Structures, landowners entered into permanent easements allowing the District to, among other activities, construct, operate, maintain, Repair, or rehabilitate the Flood Control Structures (the "Easements"). The Easements were filed with the appropriate County Clerk and can be found in the Official Public Records of the County where the Flood Control Structures are located. If requested, the District will make a reasonable effort to assist with obtaining a copy of that Easement for the current landowner.

Each Easement includes that portion of the original tract of land encompassing the Flood Control Structures.

The District wants to ensure that while the landowner continues to enjoy the property subject to any Easement, the District can also ensure that the Flood Control Structures are properly maintained and do not incur damage, including any damage from the landowner's use of the Easement property, that could interfere with the proper functioning of the Flood Control Structures and potentially put public health, public safety, or property at risk.

The District adopts the following Policy Regarding the Use of District Easement Property (the "Policy") as rules and regulations of the District in accordance with Chapters 49 and 51 of the Texas Water Code:

Damage to Flood Control Structures

- The District strictly prohibits any damage to any Flood Control Structure, as well as any activities that would interfere with the functionality, operation, or use any Flood Control Structure, or interfere with the District's use and enjoyment of an Easement.

Ownership and Repair of District Fencing

- The District may install fencing within certain Easement areas generally encompassing all or a portion of the Flood Control Structures along with the necessary gates and/or gaps. Any fencing installed within an Easement is the <u>sole property</u> of the District.
- The District General manager will determine whether repairs or replacement of a District fence are necessary.
- If a landowner is aware of any damage to a District fence, the landowner should notify the District in a reasonable amount of time once the landowner has actual knowledge of fence damage. It is the responsibility of the landowner to advise any lessee that the landowner must be notified of any damage to a District fence as that knowledge becomes known to the lessee.
    1. If a District fence is damaged, the District will determine whether repair is required, and will repair as needed. However; if the District determines that the landowner or landowner's lessee has removed, cut, or damaged a District fence, or any livestock or animals owned by landowner or landowner's lessee have damaged a District fence, the landowners shall be responsible for the full cost incurred by the District to repair or replace the damaged portion of the District's fence.
    2. If the District determines that the landowner is responsible for the cost to repair or replace a District fence, the District shall provide written notification to the landowner detailing the damages and providing an invoice for the cost of repair or replacement. This notice may be delivered by hand, electronically, or by certified mail.
- If a landowner objects to any items included in the notice, the landowner may appeal in writing to the District's Board of Directors.
- A landowner may request that the General Manager provide documentation of satisfaction of any amounts invoiced to the landowner once the cost of repair or replacement is paid to the District.

Access Land Containing Flood Control Structures

- The Easements include the District's right to construct fencing with gates around Flood Control Structures within the Easement. The District will make every effort to work with the landowner to locate such any District fence over a route satisfactory to the District and, to the extent practical, the landowner.
- If the District determines that any impediment or condition exists that affects the functionality of all or a portion of any Flood Control Structure, or its access to any portion of an Easement is impeded, the District may issue a formal notice to the landowner to remove such an impediment or condition.
- Failure to remove the impediment or condition within the timeline, or consistent with

the requirements and conditions, contained in the notice will be considered a violation of this policy and subject to enforcement action.

Right to Inspection of Structure Area Easement

- In accordance with the Easements, the District has the right of ingress and egress to the Easement over the landowner's property. The District has the right to inspect any Easement, and any fencing placed thereon, at any time and landowner and/or landowner's lessee shall not impair, restrict, or prevent any such access by the District.

Grazing within the Easement

- A landowner may not, in their use of the land within the Easement, damage or otherwise interfere with the functionality, operation, or use any Flood Control Structure or interfere with the District's use and enjoyment of the Easement.
- The District may allow grazing in Easement areas containing one or more Flood Control Structures on the following conditions:
    - Grazing may occur in areas within a District fence only with the express and prior written consent of the District;
    - Landowner or landowner's lessee must at all times comply with any conditions included in the District's consent for grazing;
    - Landowner or landowner's lessee shall not allow any livestock to damage or otherwise interfere with the functionality, operation, or use of any Flood Control Structure;
    - Landowner or landowner's lessee shall avoid overgrazing on any Flood Control Structures;
    - Landowner shall remove animals from any Flood Control Structure following significant rainfall event to avoid creating animal trails resulting in damage to any Flood Control Structure.
- The General Manager of the District may issue a notice to a Landowner to remove animals from any area within a District fence or any Easement area containing a Flood Control Structure to allow for the restoration of the grass cover, to repair any erosion or animal trails, or to facilitate any repairs, maintenance, or construction by the District or the District's contractor. Failure to remove the animals within the timeline, or consistent with the requirements and conditions, contained in the notice will be considered a violation of this policy and subject to enforcement action.

Structures within Easements

- The Easements generally include language that the District has the right to use the land for, or in connection with the construction, operation, maintenance, and inspection of the Flood Control Structures.
- If the District becomes aware of a structure built in an Easement that interferes with the functionality, operations, or structure of a Flood Control Structure, the District General Manager of the District may issue a notice to the landowner requiring the removal of such structure under the terms and conditions provided in the notice. Failure to remove any structure within the timeline, or consistent with the requirements and conditions, contained in the notice will be considered a violation of

this policy and subject to enforcement action.

- It is the responsibility of the landowner to make the District aware of any structures built by landowner or landowner's lessee at the time the landowner has actual knowledge of the existence of such structure.

Enforcement of District of District Policy and Civil Penalties

- If an individual or landowner does not comply with this Policy, pursuant to Texas Water Code §§ 49.004, 51.122, and 51.128, the Board of Directors of the District may impose a fine of up to $20,000.00 for each violation of this Policy. Fines may be assessed for each day that a violation occurs.
- In addition to any fines assessed for violations of this Policy, individuals violating this Policy will be responsible for all costs incurred by the District related to mediation of any damages to any Flood Control Structure, or removal of any damage or impediment that prevents the District's intended use and enjoyment of any Easement, relating to such violations.
- The District reserves the right to pursue any and all other legal remedies available to enforce this Policy.

Effective Date

This policy will become effective following adoption by the Board of Directors and upon publication in accordance with Texas Water Code § 51.129(a).

APPROVED AND ADOPTED on this___day of _____________, 2026.

By: __________________________
Edmond S. Komandosky
Board President

ATTEST:

By: _____________________________
Laine Holman
Board Secretary/Treasurer

Lower Brushy Creek Water Control and Improvement District

Covered Applications and Prohibited Technology Policy

Effective: _August 3 , 2026

1.0 INTRODUCTION

1.1 PURPOSE

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety ("DPS") and the Texas Department of Information Resources ("DIR") to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed Senate Bill 1893, codified at Chapter 620 of the Texas Government Code, which prohibits the use of Covered Applications (defined herein) on governmental entity devices.

The Lower Brushy Creek Water Control and Improvement District (the "District") desires to adopt a "Covered Applications and Prohibited Technology Policy" (or "Policy") consistent with this model policy.

2.0 COVERED APPLICATIONS POLICY FOR GOVERNMENTAL ENTITIES

2.1 SCOPE AND DEFINITIONS

Pursuant to Senate Bill 1893, governmental entities, as defined below, must establish a Covered Applications policy:

- A department, commission, board, office, or other agency that is in the executive or legislative branch of state government and that was created by the constitution or a statute, including an institution of higher education as defined by Education Code Section 61.003.
- The supreme court, the court of criminal appeals, a court of appeals, a district court, or the Texas Judicial Council or another agency in the judicial branch of state government.
- A political subdivision of this state, including a municipality, county, or special purpose district.

This Policy applies to all District full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. District employees, if any, are responsible for complying with this Policy.

A Covered Application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

2.2 Covered Applications on Government-Owned or Leased Devices

Except where approved exceptions apply, the use or installation of Covered Applications is prohibited on all government-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

The District will identify, track, and manage all government-owned or -leased devices, if any, including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

a. Prohibit the installation of a Covered Application.
b. Prohibit the use of a Covered Application.
c. Remove a Covered Application from a government-owned or -leased device that was on the device prior to the passage of Senate Bill 1893 (88th Leg, R.S.).
d. Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a Covered Application.

The District will manage all government-owned or leased mobile devices by implementing the security measures listed below:

a. Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.
b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
d. Other District-implemented security measures.

2.3 Ongoing and Emerging Technology Threats

To provide protection against ongoing and emerging technological threats to the government’s sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as Covered Applications that are subject to this Policy.

If the Governor identifies an item on the DIR-posted list described by this section, then the District will remove and prohibit the Covered Application.

The District may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

2.4 Bring Your Own Device Policy

If the District has a “Bring Your Own Device” (“BYOD”) program, then the

The District may consider prohibiting the installation or operation of Covered Applications on employee-owned devices that are used to conduct government business.

2.5 COVERED APPLICATION EXCEPTIONS

The District may permit exceptions authorizing the installation and use of a Covered Application on government-owned or -leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 only allows the District to install and use a Covered Application on an applicable device to the extent necessary for:

(1) Providing law enforcement; or
(2) Developing or implementing information security measures.

If the District authorizes an exception allowing for the installation and use of a Covered Application, the District must use measures to mitigate the risks posed to the state during the application's use.

The District must document whichever measures it took to mitigate the risks posed to the state during the use of the Covered Application.

3.0 POLICY COMPLIANCE

The District will verify compliance with this Policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

A District employee found to have violated this Policy may be subject to disciplinary action, including termination of employment.

4.0 POLICY REVIEW

This Policy will be reviewed annually and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of the District.

APPROVED BY: ______________________________
Edmond S. Komandosky, Board President

ATTEST: ______________________________
Laine Holman, Secretary/Treasurer