



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

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

at 3:10 FILED o'clock PM

APR 14 2026

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

Notice is hereby given for a regular called meeting of the Board of Directors of the Lower Brushy Creek WCID to be held on **Monday April 20, 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.

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 March 16, 2026;
 - b. Financial Reports: Account Register for February 2026;
4. Update and discussion of LBCWCID Capital Improvement Plan;
5. Consideration and approval of USGS Joint Funding Agreement Amendment 2 for water level/ rain gauge installation and maintenance at site #9.
6. Consideration and approval of Task Order 6 to M&E Consultants for design phase services to repair principal spillway structures at sites 2, 3, 4A, 7, and 8 in the not-to-exceed amount of \$29,600, as part of O&M.
7. Consideration and approval of request for NRCS to provide federal assistance through the Watershed Rehabilitation Program to upgrade sites 9 and 30 to meet TCEQ dam safety criteria;
8. Agency Reports;
9. General Manager's Report;
10. Director's Comments;

11. Adjournment

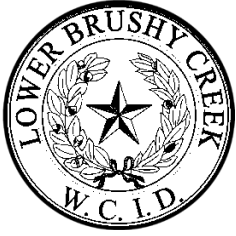
The Lower Brushy Creek Water Control & Improvement District Board of Directors reserves the right to adjourn into executive session at any time during the meeting to discuss any of the matters listed above, as authorized by Texas Local Government Code Sections 551.071 (Consultation with Attorney), 55.072 (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 April 20, 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 April 14, 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

Water Control Improvement District

MINUTES OF THE REGULAR CALLED MEETING OF THE BOARD OF DIRECTORS
MARCH 16, 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 March 16, 2026 at the Greater Taylor Chamber of Commerce and announced that a Quorum was present.

ATTENDANCE: Board members present included Vice President Scott Ging, and Director Laine Holman. Others present included, General Manager Jim Clarno, Operations Manager Matthew May, District Clerk Sue Lilly, and Communications Consultant Richard Stone.

CITIZENS COMMUNICATIONS: There were no Citizens Communications

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

- a. Minutes of the Regular Called Meeting of the Board of Directors for February 17, 2026;
- b. Financial Reports: Account Register for January 2026;

A motion to approve the Consent Agenda Item a. Minutes of the Regular Called Meeting of the Board of Directors for February 17, 2026 and b. Financial Reports- Account Register for January 2026 as presented was made Vice President Scott Ging. The motion was seconded by Director Laine Holman and was carried unanimously.

Secretary/Treasurer Monica Masters joined the meeting at 8:08am.

ACTION ITEMS:

Consideration and Approval of the Order for the Records Management Policy of the Lower Brushy Creek WCID;

A motion to approve the Order for the Records Management Policy of the Lower Brushy Creek WCID was made by Secretary/Treasurer Monica Masters. The motion was seconded by Director Holman and was carried unanimously.

Consideration and approval of Sue Lily, LBCWCID Office Manager/District Clerk, to be the District's designated Records Management Officer for the LBCWCID;

A motion to approve of Sue Lily, LBCWCID Office Manager/District Clerk, to be the District's designated Records Management Officer for the LBCWCID was made by Secretary/Treasurer Masters. The motion was seconded by Vice President Ging and was carried unanimously.

Consideration and Approval of Resolution No. 2026-03, in which the LBCWCID General Manager shall provide at least one accessible voting system in each polling place used in the May 2, 2026 General Elections;

A motion to approve the Resolution No. 2026-03, in which the LBCWCID General Manager shall provide at least one accessible voting system in each polling place used in the May 2, 2026 General Elections, as presented was made by Secretary/Treasurer Masters. The motion was seconded by Director Holman and was carried unanimously.

Consideration and Approval of LBCWCID Hazard Mitigation Plan Resolution No. 2026-02;

A motion to approve LBCWCID Hazard Mitigation Plan Resolution No. 2026-02 as presented was made by Vice President Ging. The motion was seconded by Secretary/Treasurer Masters and was carried unanimously.

OPERATION MANAGER'S REPORT- Internal Inspections Update. **No actions were taken.**

DISCUSSION OF FY27 CAPITAL IMPROVEMENT PLAN: Clarno presented a draft of the Capital Improvement Plan. **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 9:54 am.

Respectfully submitted

Monica P Masters/ Secretary

Lower Brushy Creek WCID April 20, 2026

- Review Cash Activity Report, including Receipts and Expenditures
 - ☑ Action Items:
 - Review February 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
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22	23	24	25	26	27	28

March						
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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

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

August						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	M	Tu	W	Th	F	Sa
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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
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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
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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		

**Lower Brushy Creek WCID
Cash Activity Report
January 31, 2026 - February 28, 2026**

		<u>City National Bank</u>
		Operating Account
Reconciled Cash Balance - January 31, 2026		\$ 97,305.53
Subsequent Activity		\$ (74,249.00)
Vendor	Memo	Amount
Payroll	January 2026 Payroll	(8,978.96)
TCDRS	Employee Benefits - January 2026	(1,442.10)
Bott & Douthitt, PLLC	Accounting Services - December 2025	(2,200.00)
Freese & Nichols	Emergency Action Plan Update - December 2025	(21,322.24)
K Friese & Associates	Engineering Fees - November-December 2025	(1,455.00)
Maxwell, Locke & Ritter	Audit Fees - 2025	(12,000.00)
Ross, Molina, Oliveros, PC	Professional Services - December 2025	(225.00)
TerraSol, LLC	Dam Maintenance - February 2026	(7,850.00)
Ancira Strategic Partners LLP	Consulting Services - February 2026	(2,000.00)
Clarno Consulting LLC	General Manager Services - February 2026	(7,000.00)
RTS Connect	Consulting Services - February 2026	(1,200.00)
K Friese & Associates	Engineering Fees - January 2026	(1,216.00)
Bott & Douthitt, PLLC	Accounting Services - January 2026	(2,200.00)
Ross, Molina, Oliveros, PC	Professional Services - January 2026	(875.00)
City National Bank	Credit/Debit Card Purchases	(4,284.70)
	Total Bookkeeper's Account Expenditures	<u>(74,249.00)</u>
Reconciled Balance - February 28, 2026		\$ 23,056.53

Lower Brushy Creek WCID
Cash/Investment Activity Report
January 31, 2026 - February 28, 2026

	Interest Rates	Balance 1/31/2026	Subsequent		Subtotal 2/28/2026	Balance 2/28/2026
			Receipts	Disbursements		
General Fund -						
City Naton Bank Account	n/a	\$ 97,305.53	\$ -	\$ (74,249.00)	\$ 23,056.53	\$ 23,056.53
TexPool - General Operating	3.6916%	1,960,965.54	132,883.92	(28,722.92)	2,065,126.54	2,065,126.54
TexPool - Ra ny Day Fund	3.6916%	235,371.94	664.56	-	236,036.50	236,036.50
Total - General Fund		2,293,643.01	133,548.48	(102,971.92)	2,324,219.57	2,324,219.57
Total - All Funds		\$ 2,293,643.01	\$ 133,548.48	\$ (102,971.92)	\$ 2,324,219.57	\$ 2,324,219.57

Recap & Standings Report

WTAXSaaS

Cycles: All Taxing Units: Coupland ISD... Deposit Date Range: 10/01/2025 to 02/28/2026 Sorted By: By Year, Descending Options: Separate Rollbacks, Include

Property Tax

W13 (Lower Brushy Cr WC&ID)
Taxing Unit Totals (IS,MO,SA)

2025 Fiscal Year: 10/01/2025 - 09/30/2026

	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	1,397,318.53	1,397,318.53	1,342,857.02	614.86	-202.57	15.01	2.21	54,666.29	1,342,652.24
2024	1,023,634.61	8,729.02	-3,441.43	5,287.59	277.17	642.49	7.89	679.53	0.00	5,002.53	285.06
2023	841,540.38	2,446.74	-100.61	2,346.13	174.15	83.70	13.78	37.13	0.00	2,158.20	187.93
2022	758,373.38	1,541.03	-40.27	1,500.76	26.86	13.76	6.01	3.46	0.00	1,467.89	32.87
2021	577,067.74	891.78	-3.67	888.11	35.61	15.39	0.00	1.00	0.00	852.50	35.61
2020	484,724.15	746.54	-2.33	744.21	-1.67	0.13	0.00	-0.11	0.00	745.88	-1.67
2019	440,890.17	722.05	-2.45	719.60	-1.06	0.52	0.00	0.00	0.00	720.66	-1.06
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	1,397,318.53	1,397,318.53	1,342,857.02	614.86	-202.57	15.01	2.21	54,666.29	1,342,652.24
Total Delinquent	4,126,230.43	15,077.16	-3,590.76	11,486.40	511.06	755.99	27.68	721.01	0.00	10,947.66	538.74
Rollbacks		3,944.82	61.43	4,006.25	2,600.62	0.00	8.02	0.00	0.00	1,397.61	2,608.64
Taxing Unit Total	5,498,116.05	19,021.98	1,393,789.20	1,412,811.18	1,345,968.70	1,370.85	-166.87	736.02	2.21	67,011.56	1,345,799.62

Percentages

% of Roll Collected - 2025 - 96.09%	Adjusted Original Roll -- \$1,397,318.53		Current YTD Collected -- \$1,342,652.24	
Tax Collections Compared to Current Taxes Billed 0% Collected				
All Collections Compared to Current Taxes Billed 0% Collected				
Combined Collections (Collections + P&I Collected) -- 1,347,339.55				

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 February 28, 2026 and the Statement of Revenues, Expenditures & Changes in Fund Balance – Governmental Funds for the five months ended February 28, 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.

Supplementary Information

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 five months ended February 28, 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

April 20, 2026

Lower Brushy Creek WCID Governmental Funds Balance Sheet February 28, 2026

	Governmental Funds
	General Fund
Assets	
Cash and Cash Equivalents	
Cash	\$ 23,056.53
Cash Equivalents	2,301,163.04
Receivables	
Property Taxes	67,011.56
Total Assets	\$ 2,391,231.13
 Liabilities	
Accounts Payable	\$ 12,462.15
Payroll Liabilities	8,049.43
Total Liabilities	20,511.58
 Deferred Inflows of Resources	
Property Taxes	67,011.56
Total Deferred Inflows of Resources	67,011.56
 Fund Balance	
Fund Balances:	
Assigned	548,375.00
Unassigned	1,755,332.99
Total Fund Balances	2,303,707.99
Total Liabilities, Deferred Inflows of Resources and Fund Balance	\$ 2,391,231.13

**Lower Brushy Creek WCID
Statement of Revenues,
Expenditures & Changes in Fund Balance-Governmental Funds
October 1, 2025 - February 28, 2026**

	Governmental Funds
	General Fund
Revenues:	
Property Tax Revenue, including penalties	\$ 1,336,545.17
Interest	22,890.32
Total Revenues	1,359,435.49
Expenditures:	
Current-	
Administrative Services -	
General Manager	32,500.00
Salaries	53,425.00
Director Fees	1,500.00
Accounting Fees	11,081.15
Audit Fees	12,000.00
Consulting fees	16,000.00
Legal Fees	17,086.00
Advertising/Legal Notices	98.27
Bonds/Insurance	4,383.16
Dues/Subscriptions/Professional Development	200.00
Meals/Entertainment	273.18
Rent	10,145.65
Office Supplies	264.84
Postage/PO Box/Delivery Charges	280.47
Travel/Mileage	3,689.66
Website	48.68
Tax Appraisal Fees	2,075.00
Utilities	694.98
Payroll Expenses	8,649.85
Employee Benefits	14,382.48
Miscellaneous	1,945.80
Engineering Fees -	
Engineering/Surveying	39,941.99
USGS	11,000.00
Operating Expenses -	
Dam Maintenance	17,450.00
Dam Rehabilitation	28,722.92
Total Expenditures	287,839.08
Excess/(Deficiency) of Revenues over Expenditures	1,071,596.41
Fund Balance, October 1, 2025	1,232,111.58
Fund Balance, February 28, 2026	\$ 2,303,707.99

Supplementary Information
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General Fund

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

Lower Brushy Creek WCID
Budgetary Comparison Schedule-General Fund
February 28, 2026

	Current Month			Year to Date		
	Actual	Budget	Difference	Actual	Budget	Difference
Revenues:						
Property Taxes, including penalties	\$ 127,184.62	\$ 127,000.00	\$ 184.62	\$ 1,336,545.17	\$ 1,336,000.00	\$ 545.17
Interest Income	6,363.86	2,500.00	3,863.86	22,890.32	12,500.00	10,390.32
Total Revenues	133,548.48	129,500.00	4,048.48	1,359,435.49	1,348,500.00	10,935.49
Expenditures:						
Administrative Expenses						
General Manager	6,500.00	6,500.00	-	32,500.00	32,500.00	-
Salaries	11,000.00	11,000.00	-	53,425.00	55,000.00	1,575.00
Director Fees	-	-	-	1,500.00	2,250.00	750.00
Accounting Fees	2,281.15	2,500.00	218.85	11,081.15	12,500.00	1,418.85
Audit Fees	-	-	-	12,000.00	12,000.00	-
Consulting fees	3,200.00	3,616.67	416.67	16,000.00	18,083.33	2,083.33
Legal Fees	-	4,000.00	4,000.00	17,086.00	20,000.00	2,914.00
Advertising/Legal Notices	-	-	-	98.27	100.00	1.73
Bonds/Insurance	-	-	-	4,383.16	4,000.00	(383.16)
Dues/Subscriptions/Professional Development	-	-	-	200.00	200.00	-
Meals/Entertainment	-	166.67	166.67	273.18	833.33	560.15
Rent	2,029.13	2,166.67	137.54	10,145.65	10,833.33	687.68
Office Supplies	-	166.67	166.67	264.84	833.35	568.51
Postage/PO Box/Delivery Charges	71.40	41.67	(29.73)	280.47	208.33	(72.14)
Travel/Mileage	592.80	1,083.33	490.53	3,689.66	5,416.67	1,727.01
Website	48.68	-	(48.68)	48.68	-	(48.68)
Tax Appraisal Fees	-	-	-	2,075.00	1,500.00	(575.00)
Utilities	25.33	400.00	374.67	694.98	2,000.00	1,305.02
Payroll Expenses	1,823.32	1,750.00	(73.32)	8,649.85	8,750.00	100.15
Employee Benefits	2,065.82	1,416.67	(649.15)	14,382.48	7,083.33	(7,299.15)
Miscellaneous	44.34	1,250.00	1,205.66	1,945.80	6,250.00	4,304.20
Engineering Expenses						
Engineering/Surveying	9,677.25	10,000.00	322.75	39,941.99	50,000.00	10,058.01
USGS	-	-	-	11,000.00	10,625.00	(375.00)
Operating Expenses						
Dam Maintenance	-	26,250.00	26,250.00	17,450.00	131,250.00	113,800.00
Dam Rehabilitation	28,722.92	29,000.00	277.08	28,722.92	29,000.00	277.08
Total Expenditures	68,082.14	101,308.35	33,226.21	287,839.08	421,216.68	133,377.60
Excess/(Deficiency) of Revenues over Expenditures	\$ 65,466.34	\$ 28,191.65	\$ 37,274.69	\$ 1,071,596.41	\$ 927,283.32	\$ 144,313.09

**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	Budget Mar-26	Budget Apr-26	Budget 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	14,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	545
Grant Income	155,925	-	-	-	-	-	-	-	-	-	-	-	-	155,925	-
Permits and Fees	4,000	-	-	-	-	-	-	-	-	-	-	-	-	4,000	-
Interest Income	30,000	4,035	3,747	3,847	4,898	6,364	2,500	2,500	2,500	2,500	2,500	2,500	2,500	40,390	10,390
Total Revenues	1,539,925	16,712	40,236	180,214	988,725	133,548	16,500	2,500	2,500	2,500	2,500	2,500	2,500	1,510,470	10,935
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	-	-	-	2,250	-	-	2,250	-	-	-	8,250	750
Accounting Fees	30,000	2,200	2,200	2,200	2,200	2,281	2,500	2,500	2,500	2,500	2,500	2,500	2,500	28,581	1,419
Audit Fees	12,000	-	-	12,000	-	-	-	-	-	-	-	-	-	12,000	-
Consulting fees	43,400	3,200	3,200	3,200	3,200	3,200	3,617	3,617	3,617	3,617	3,617	3,617	3,617	41,317	2,083
Legal Fees	48,000	7,109	4,290	5,687	-	-	4,000	4,000	4,000	4,000	4,000	4,000	4,000	45,086	2,914
Advertising/Legal Notices	4,000	-	98	-	-	-	-	-	-	-	-	-	-	3,998	2
Bonds/Insurance	4,000	3,863	-	4,000	-	-	-	-	-	-	-	-	-	4,383	(383)
Dues/Subscriptions/Prof. Dev.	3,000	-	-	-	200	-	-	-	-	-	-	-	-	3,000	-
Meals/Entertainment	2,000	215	2,000	107	-	-	167	167	167	167	167	167	167	1,489	511
Rent	26,000	2,029	2,029	2,029	2,029	2,029	2,167	2,167	2,167	2,167	2,167	2,167	2,167	25,312	688
Office Supplies	2,000	110	51	62	41	-	167	167	167	167	167	167	167	1,432	568
Postage/PO Box/Delivery Charges	500	56	22	77	55	71	42	42	42	42	42	42	42	572	(72)
Travel/Mileage	13,000	1,304	647	500	646	593	1,083	1,083	1,083	1,083	1,083	1,083	1,083	11,273	1,727
Website	600	-	-	-	-	49	-	-	-	-	-	-	-	649	(49)
Appraisal Fees	6,000	-	-	2,075	-	-	1,500	-	-	1,500	-	-	-	6,575	(575)
Williamson County Tax Collector	10,000	-	-	-	-	-	-	-	-	-	-	-	-	10,000	-
Utilities	4,800	151	100	250	169	25	400	400	400	400	400	400	400	3,495	1,305
Payroll Expenses	21,000	1,626.81	1,634.26	1,634.26	1,831.26	1,823.32	1,750	1,750	1,750	1,750	1,750	1,750	1,750	20,900	100
Employee Benefits	17,000	3,250.00	3,592.46	3,408.38	2,065.82	2,065.82	1,417	1,417	1,417	1,417	1,417	1,417	1,417	24,299	(7,299)
Elections	24,000	-	-	-	-	-	-	-	-	-	-	-	-	24,000	-
Miscellaneous	15,000	581.53	429.91	719.52	121.82	44.34	1,250	1,250	1,250	1,250	1,250	1,250	1,250	10,647	4,353
Engineering Expenses -															
Engineering/Surveying	120,000	4,668	-	23,002	2,595	9,677	10,000	10,000	10,000	10,000	10,000	10,000	10,000	109,942	10,058
USGS	42,500	-	-	11,000	-	-	10,625	-	-	10,625	-	-	-	42,875	(375)
Operating Expenses -															
Dam Maintenance	315,000	-	1,500	8,100	7,850	-	26,250	26,250	26,250	26,250	26,250	26,250	26,250	201,200	113,800
Dam Repairs	1,020,500	-	-	-	-	-	-	-	-	-	-	-	-	1,020,500	-
Dam Rehabilitation	85,000	-	-	-	-	-	-	-	-	-	-	-	-	84,723	277
Total Expenditures	2,088,300	46,289	37,293	95,571	40,603	68,082	86,683	72,308	72,308	86,683	72,308	72,308	1,204,483	1,954,922	133,378
Excess/(Deficiency) of Revenues over Expenditures	\$ (548,375)	\$ (29,577)	\$ 2,943	\$ 84,643	\$ 948,122	\$ 65,466	\$ (70,183)	\$ (69,808)	\$ (69,808)	\$ (84,183)	\$ (69,808)	\$ (69,808)	\$ (1,042,058)	\$ (444,452)	\$ 144,313

LOWER BRUSHY CREEK WCID

Proposed Capital Improvements Program

Site No	Project	Hazard Class	Total Const Cost	Fed Share	State Share	WCID Share	2026	2027	2028	2029
25	Rehabitation	High	\$9,500,000	\$6,175,000	\$3,325,000	\$0				
29	Rehabilitaion	High	\$9,500,000	\$6,175,000	\$3,325,000	\$0				
3, 10, 30	PS Pipe/ Plunge Pool	Significant	\$950,000	\$0	\$0	\$950,000				
17	Wave Repair	Significant	\$1,450,000	\$0	\$1,450,000	\$0				
24	Wave Repair	Significant	\$800,000	\$0	\$800,000	\$0				
6	Wave Repair	Significant	\$750,000	\$0	\$750,000	\$0				
13	Wave Repair	Low	\$1,100,000	\$0	\$0	\$1,100,000				
33	Wave Repair	Low	\$890,000	\$0	\$0	\$890,000				
21	Wave Repair	Low	\$890,000	\$0	\$0	\$890,000				
2,3,4,7,8	PS Structure - Repairs	Various	\$250,000	\$0	\$250,000	\$30,000				
9,10,21,30,31	PS Structure - Repairs	Various	\$250,000	\$0	\$250,000	\$30,000				
Total Needs										
			\$26,330,000	\$12,350,000	\$10,150,000	\$3,890,000				

Phases
Design
Permit/Bid/Award
Construction

Updated: 4/20/26



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Oklahoma-Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754-4501

April 6, 2026

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

Dear Mr. Clarno:

Enclosed is one signed Amendment 2, to amend our joint-funding agreement for the Lower Brushy Creek WCID for surface-water and water quality data collection. This amendment increases the contributions from your agency by \$32,850. The amendment increases the U.S. Geological Survey's contributions by \$10,000. The revised agreement total is \$86,850. The purpose of this amendment is for installation of a new gage at Dam 9 nr Thorndale, TX. All other terms and conditions remain unchanged. Please return the signed amendment to Kandis Becher at GS-W-OT_OTFM@usgs.gov.

This is a fixed cost agreement to be billed quarterly via Form DI-1040. The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. The USGS looks forward to continuing this and future cooperative efforts in these mutually beneficial water resources investigations.

The project point of contact is Joe Capesius. He can be reached at 512-745-1114. Our administrative point of contact is Kandis Becher. She can be reached at 682-329-0755 or email at kkbecher@usgs.gov.

Sincerely,

Jason Lewis
Acting Director

Enclosure

Amendment 2 – 26SJJFATX2160000

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
AMENDMENT OF JOINT FUNDING AGREEMENT
FOR
WATER RESOURCES INVESTIGATIONS

26SJJFATX216000
 Customer: 6000007890
 TIN: 71-0879852
 Amendment No. 2

Fixed Cost Agreement
 Yes No

This amendment is for the agreement dated October 1, 2025.

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 with the Texas Water Science Center for installation of a gage at Dam #9 nr Thorndale, TX herein called the program.

2. Paragraph 2a of the agreement is hereby X increased/ decreased by \$ 10,000 to read as follows:

(a) \$ 10,000 by the party of the first part during the period October 1, 2025 to September 30, 2026.

Paragraph 2b of the agreement is hereby X increased/ decreased by \$ 32,850

(b) \$ 76,850 by the party of the second part during the period October 1, 2025 to September 30, 2026.

Billing for this agreement will be rendered quarterly. Payments of bills are due within 60 days after billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

Lower Brushy Creek WCID

by **JASON LEWIS** Digitally signed by JASON LEWIS
Date: 2026.04.06 12:25:54 -05'00'

 (Signature)

 (Name)

 Acting Director
 (Title)

by _____
 (Signature)

 (Name)

 (Title)

Date _____

Date _____

**Lower Brushy Creek WCID
26SJJFATX216000 Mod #2**

Description	Site Information			USGS Funds	Customer Funds	Total
	Code	Units	Diff. Factor			
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	INSTALL	1.00	1.00	\$10,000	\$28,600	\$38,600
	Half Yr O&M	1.00	1.00	\$0	\$3,500	\$3,500
	Half Yr Precip	1.00	1.00	\$0	\$750	\$750
			Site Totals:	\$10,000	\$32,850	\$42,850

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
Surface Water: 00120	\$0	\$44,000	\$44,000
Install Dam #9: 1CC	\$10,000	\$28,600	\$38,600
Half Yr O&M and Half Yr of Precip: 00120	\$0	\$4,250	\$4,250
AGREEMENT TOTAL:	\$10,000	\$76,850	\$86,850



WORK ORDER

Project Name: Lower Brushy Creek FRS O&M
Lower Brushy Creek Sites 2, 3, 4A, 7, and 8

Work Order No.: 06

Date: 4/8/2026

Project Location: Williamson County, Texas

CLIENT: Lower Brushy Creek
Jim Clarno

Scope: Jim Clarno has requested a cost proposal for M&E Consultants to prepare O&M plans and specifications for Lower Brushy Creek, Sites 2, 3, 4A, 7 and 8. The O&M items consist of replacing slide gates, replacing trash rack and resurfacing the concrete inlet towers and exposed principal spillway conduits. The work will require taking measurements of the existing trash racks for Sites 3 and 4A and analyzing the need to change the design of the existing trash racks. The design documents will include a Design Report, Construction Drawings, Construction Specifications and Cost Estimate.

Cost Proposal:

The following tasks and costs to be performed for this project are:

1. Perform a survey topography around the inlet towers, take measurements of the existing trash racks and review as-built drawings. Surveys will be required to calculate the excavation around the inlet towers to expose the concrete for surface treatment and uncover the port openings on Sites 3 and 4A. The existing trash racks for Sites 3 and 4A appear to be inadequate and a redesign is needed. Measurements are needed to confirm the location of the existing mounting bolts for use with a new trash rack. The cost for this task is \$5,293.
2. Prepare construction drawings for the removal and replacement of the slide gates and trash racks. This task will include the redesign of the trash racks for Sites 3 and 4A. The cost for this task is \$8,010.
3. Assemble the construction specifications, prepare the cost estimate and write the design report. The cost for this task is \$5,875.
4. Provide periodic construction inspection for the installation of the slide gates and trash racks and resurfacing the concrete. It is estimated that one 8-hour site visit per dam will be required. The cost for this task is \$5,727.
5. Project administration to present plans and specifications to the client, perform an in-house project review and perform management of the project. The cost for this task is \$2,001.

The cost for the engineering services outlined above with a 10% contingency is \$29,600. See the Plan of Work for details of the engineering services cost.

The requested services will be performed in accordance with the attached M&E Consultants' General Conditions. M&E Consultants' General Conditions and the Plan of Work are attached and incorporated into and made a part of this work order.

M&E Consultants can also perform contracting and construction inspection services if the district needs these services and can be negotiated later.

The above represents our understanding of the work requested and the Client's authorization for M&E Consultants to proceed with the work as described above. **If the above does not conform to your needs, please notify Trent Street.**

Submitted by:

Authorized by:



Trent Street, PE
President, M&E Consultants

Lower Brushy Creek Representative

Date: 4/8/2026

Date: _____

ENGINEERING SERVICES PLAN OF WORK

**O&M CONTRACT NO. 1 LOWER BRUSHY CREEK SITES 2, 3, 4A, 7, AND 8
DESIGN SERVICES COST PROPOSAL**

TASKS	LABOR										Mileage	Travel & Equipment Cost (\$)	Total Cost (\$)
	Project Manager	Civil Engineer III	Civil Engineer II	Civil Engineer I	Senior CET	CET III	CET II	Admin. Assist.	Labor Cost (\$)				
RATES - (Hourly, Mileage & Equipment Daily)	\$255.45	\$228.89	\$205.43	\$178.82	\$178.82	\$128.94	\$111.00	\$97.93			\$0.73		
Survey and Document Review	2			16			16		\$5,148.02		200	\$145.00	\$5,293.02
Redesign Trash Rack & Develop Drawings	4	8				40			\$8,010.52			\$0.00	\$8,010.52
Prepare Specifications, Design Report, Cost Est.	2			30					\$5,875.50			\$0.00	\$5,875.50
Periodic Construction Inspection *				30					\$5,364.60		500	\$362.50	\$5,727.10
Project Administration	4							10	\$2,001.10			\$0.00	\$2,001.10
									\$0.00			\$0.00	\$0.00
Subtotal -	12	8	0	76	0	40	16	10	\$26,399.74	700	\$507.50	\$26,907.24	
	TOTAL W/10% CONTINGENCY												\$29,600.00

GENERAL CONDITIONS

M&E Consultants LLC GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

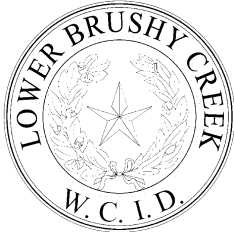
9. ENTIRE AGREEMENT: This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only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

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

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

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

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



LOWER BRUSHY CREEK WCID

351 Exchange Blvd., Suite 230

Hutto, Texas 78634

Office: 512-643-3129

Info@lowerbrushycreekwcid.org

April 20, 2026

Board of Directors

Edmond S. Komandosky
President

Scott A. Ging
Vice-President

Monica P. Masters
Secretary/Treasurer

Allen R. David
Director

Laine Holman
Director

Kristy Oates, State Conservationist
USDA Natural Resources Conservation Service
101 S. Main Street
Temple, Texas 78501

Subject: Upper Brushy Creek Watershed Retarding Structure No. 30

Dear Kristy,

Attached is a "Statement of Commitment" from the Lower Brushy Creek Water Control. & Improvement District requesting federal assistance through the Watershed Rehabilitation Program. We are requesting funds for the planning of the rehabilitation of Upper Brushy Creek Watershed Retarding Structure No. 30 (aka UBC Site 30) located in southeastern Williamson County, Texas. A Dam Assessment for this structure was completed in 2023 by HDR Engineering.

General Manager

James R. Clarno, P.E.
512.517.7596 cell

UBC Dam 30 was completed under the authority of PL 83-566 in 1959 as a low hazard dam. In 2013, it was reclassified as a high hazard dam by TCEQ. UBC Site 30 continues to provide flood protection and recreational benefits to the surrounding area. Rehabilitation of the dam is now necessary to bring the dam into compliance with TCEQ dam safety criteria and performance standards and to reduce to risk to loss of life.

Board Attorney

Stefanie Albright
Bickerstaff
O: 512-472-8021

The name and address of our primary contact for his project is:

James R Clarno, P.E., General Manager

Lower Brushy Creek WCID

351 Exchange Blvd, Suite 230

Hutto, Texas 78634

Cell: 512-517-7596

Email jim.clarno@lowerbrushycreekwcid.org

LowerBrushyCreekWCID.org

We are grateful for his opportunity to submit the applications. Please let us know if any additional supporting documentation is needed.

Sincerely;

Edmond S. Komandosky
President

James R .Clarno, P.E.
General Manager

LOWER BRUSHY CREEK WCID

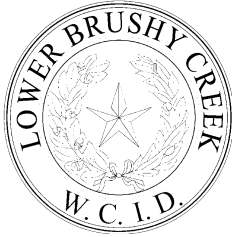
Statement of Commitment

Rehabilitation of Upper Brushy Floodwater Retarding Structure No. 30
April 20, 2026

1. Assist in leading the locally led planning effort
2. Obtain needed land rights including use of power of eminent domain, if necessary for project installation.
3. Project local cost-share funds and/or in-kind services to provide the required 35 percent of total project costs
4. Enter into a new Operation and Maintenance (O&M) Agreement with the Natural Resources Conservation Service (NRCS), with the understanding of the term of the new O&M agreement, if project construction is undertaken
5. Provide funds for continued O&M actions
6. Obtain required permits and approvals for project installation at our cost
7. Provide leadership to assure appropriate land use controls are enacted or acquired for downstream areas prior to construction is a low or significant hazard dam is involved
8. Provide leadership to assure adequate land treatment measures have been installed and maintained on at 50 percent of the watershed area above the dam
9. Enter into a Memorandum of Understanding (MOU) with NRCS before being credited with the value of in-kind contribution.

I concur with the above listed statement and hereby commit the Lower Brushy Creek WCID to cooperate fully with NRCS for developing a plan for the rehabilitation of Upper Brushy Creek Watershed Floodwater Retarding Structure No. 30.

James R. Clarno, P.E.
General Manager



LOWER BRUSHY CREEK WCID

351 Exchange Blvd., Suite 230

Hutto, Texas 78634

Office: 512-643-3129

Info@lowerbrushycreekwcid.org

April 20, 2026

Board of Directors

Edmond S. Komandosky
President

Kristy Oates, State Conservationist
USDA Natural Resources Conservation Service
101 S. Main Street
Temple, Texas 78501

Scott A. Ging
Vice-President

Monica P. Masters
Secretary/Treasurer

Subject: Lower Brushy Creek Watershed Retarding Structure No. 9

Allen R. David
Director

Dear Kristy,

Laine Holman
Director

Attached is a "Statement of Commitment" from the Lower Brushy Creek Water Control. & Improvement District requesting federal assistance through the Watershed Rehabilitation Program. We are requesting funds for the planning of the rehabilitation of Lower Brushy Creek Watershed Retarding Structure No. 9 (aka LBC Site 9) located in southeastern Williamson County, Texas. A Dam Assessment for this structure was completed in 2023 by HDR Engineering.

General Manager

James R. Clarno, P.E.
C: 512.517.7596

LBC Dam 9 was completed under the authority of PL 83-566 in 1966 as a low hazard dam. In 2013, it was reclassified as a high hazard dam by TCEQ. LBC Site 9 continues to provide flood protection and recreational benefits to the surrounding area. Rehabilitation of the dam is now necessary to bring the dam into compliance with TCEQ dam safety criteria and performance standards and to reduce to risk to loss of life.

Board Attorney

Stefanie Albright
Bickerstaff
O: 512.472-8021

The name and address of our primary contact for his project is:

James R Clarno, P.E., General Manager

Lower Brushy Creek WCID

351 Exchange Blvd, Suite 230

Hutto, Texas 78634

Cell: 512-517-7596

Email jim.clarno@lowerbrushycreekwcid.org

LowerBrushyCreekWCID.org

We are grateful for his opportunity to submit the applications. Please let us know if any additional supporting documentation is needed.

Sincerely;

Edmond S. Komandosky
President

James R. Clarno, P.E.
General Manager

LOWER BRUSHY CREEK WCID

Statement of Commitment

Rehabilitation of Lower Brushy Floodwater Retarding Structure No. 9
April 20, 2026

1. Assist in leading the locally led planning effort
2. Obtain needed land rights including use of power of eminent domain, if necessary for project installation.
3. Project local cost-share funds and/or in-kind services to provide the required 35 percent of total project costs
4. Enter into a new Operation and Maintenance (O&M) Agreement with the Natural Resources Conservation Service (NRCS), with the understanding of the term of the new O&M agreement, if project construction is undertaken
5. Provide funds for continued O&M actions
6. Obtain required permits and approvals for project installation at our cost
7. Provide leadership to assure appropriate land use controls are enacted or acquired for downstream areas prior to construction if a low or significant hazard dam is involved
8. Provide leadership to assure adequate land treatment measures have been installed and maintained on at 50 percent of the watershed area above the dam
9. Enter into a Memorandum of Understanding (MOU) with NRCS before being credited with the value of in-kind contribution.

I concur with the above listed statement and hereby commit the Lower Brushy Creek WCID to cooperate fully with NRCS for developing a plan for the rehabilitation of Lower Brushy Creek Watershed Floodwater Retarding Structure No. 9

James R. Clarno, P.E.
General Manager