

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

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

BOARD PACKET

- Agenda for LBCWCID Regular Called Meeting for Monday June 8, 2026 2 Pages

CONSENT AGENDA:

- Minutes for the Regular Called Meeting on April 20, 2026 2 Pages
- * Minutes for the Special Called Meeting on May 12, 2026 1 Page
- Financial Report: Account Register for March & April 2026 10 Pages
- * Financial Report: 3rd Quarter Investment Report 1 Page

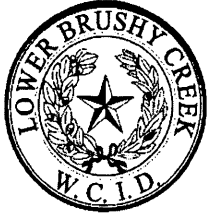
ACTION ITEMS:

- Proposed Policy Regarding Use of District Easement Property 4 Pages
- Work Order #06 with M&E Consultants for O&M plans 7 Pages
- Federal Grant Applications for Site #13 and #31 4 Pages

at 10:44 FILED o'clock A M

JUN 02 2026

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



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

Notice is hereby given for a regular called meeting of the Board of Directors of the Lower Brushy Creek WCID to be held on **June 8, 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 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);
4. Consideration and Action 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;
5. Consideration and possible action to elect Board Officer Positions;
6. 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;
 - b. Proposed Wild Hog Program;
7. 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;
8. Consideration and Approval for the Board President and General Manager to execute Federal Grant Applications for FY27 for site #s 13 & 31;
9. Discussion of Required Training: Public Information Act and Open Meeting Act;
10. Agency Reports;
11. General Manager's Report;
12. Director's Comments;

13. 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 June 8, 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 June 2, 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

3a. Minutes- April 20, 2026



LOWER BRUSHY CREEK WCID

Minutes of the Regular Called Meeting of the Board of Directors

April 20, 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 8:01am on Monday April 20, 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, Director Allen David and Director Laine Holman. Others present included, General Manager Jim Clarno, Operations Manager Matthew May, District Clerk Sue Lilly, Communications Consultant Richard Stone, Board Attorney Stefanie Albright, and the following citizens: Eileen McDilda, Mark Baudek, John Bavoch, Frank Morrison, Cory Morrison and Jeff Radke.

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 March 16, 2026;
- b. Financial Reports: Account Register for February 2026;

A motion to approve the Consent Agenda Item a. Minutes of the Regular Called Meeting of the Board of Directors for March 16, 2026 and b. Financial Reports- Account Register for February 2026, as presented was made Director Laine Holman. The motion was seconded by Vice President Scott Ging and was carried unanimously.

ACTION ITEMS:

Clarno presented for update and discussion, the LBCWCID Capital Improvement Plan;

No actions were taken.

Consideration and approval of USGS Joint Funding Agreement Amendment #2 for water level/rain gauge installation and maintenance at site #9.

A motion to approve of USGS Joint Funding Agreement Amendment #2 for water level/rain gauge installation and maintenance at site #9 as presented was made by Secretary/Treasurer Monica Masters. The motion was seconded by Vice President Ging and was carried unanimously.

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.

A motion to approve the 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 as presented was made by Director Allen David. The motion was seconded by Director Holman and was carried unanimously.

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;

A motion to approve request for NRCS to provide federal assistance through the Watershed Rehabilitation Program to upgrade sites 9 and 30 to meet TCEQ dam safety criteria as presented was made by Director David. The motion was seconded by Vice President Ging and was carried unanimously.

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.**

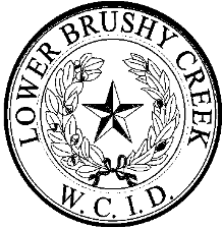
DIRECTORS COMMENTS: There were no other director's comments.

ADJOURNMENT: There being no further business, the meeting was adjourned without objection at 8:51am.

Respectfully submitted

Monica P Masters/ Secretary

3b. Minutes- May 12, 2026



LOWER BRUSHY CREEK WCID

Minutes of the Special Called Meeting of the Board of Directors
May 12, 2026

CALL TO ORDER & DETERMINATION OF A QUORUM: President Edmond Komandosky called the Special Called Meeting of the Board of Directors of the Lower Brushy Creek WCID to order at 8:00am on Tuesday May 12, 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, Director Allen David and Director Laine Holman. Others present included, General Manager Jim Clarno, Operations Manager Matthew May, District Clerk Sue Lilly, and the following citizen: Mitchell Drummond

ACTION ITEMS:

General Manager, Jim Clarno presented for Consideration and Approval of the Order Canvassing Returns and Declaring Results of the Lower Brushy Creek Water Control & Improvement District's May 2, 2026 Director's Election;

A motion to approve the Order Canvassing Returns and Declaring Results of the Lower Brushy Creek Water Control & Improvement District's May 2, 2026 Director's Election as presented was made by Treasurer/Secretary Monica Masters. The motion was seconded by Director Allen David and was carried unanimously.

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

ADJOURNMENT: There being no further business, the meeting was adjourned without objection at 8:09am.

Respectfully submitted,

Monica P Masters/ Secretary

3c. Financial Reports
Account Register March & April 2026

Lower Brushy Creek WCID June 8, 2026

- Review Cash Activity Report, including Receipts and Expenditures
 - ☑ Action Items:
 - Review April 30, 2026 Financial Statements.

**Lower Brushy Creek WCID
Cash Activity Report
February 28, 2026 - April 30, 2026**

			<u>City National Bank</u>
			Operating Account
Reconciled Cash Balance - February 28, 2026			\$ 23,056.53 #
Subsequent Activity			\$ 68,119.15
<u>Vendor</u>	<u>Memo</u>		<u>Amount</u>
Texpool Transfer			100,000.00
Texpool Transfer			100,000.00
Ancira Strategic Partners LLP	Consulting Services - March 2026		(2,000.00)
Clarno Consulting LLC	General Manager Services - March 2026		(7,000.00)
RTS Connect	Consulting Services - March 2026		(1,200.00)
US Treasury	Payroll Tax Deposit		(5,004.84)
QuickBooks Payroll Service	Payroll February 2026		(9,147.16)
Bott & Douthitt, PLLC	Accounting Services - February 2026		(2,281.15)
Freese & Nichols	Emergency Action Plan Update - January 2026		(503.75)
TAWS	Taws Spring Meeting - 2026		(500.00)
US Treasury	Payroll Tax Deposit		(2,306.00)
TCDRS	TCDRS Employer Deposit		(1,442.10)
Freese & Nichols	Engineering Fees - February 2026		(7,502.25)
Ross, Molina, Oliveros, PC	Professional Services - February 2026		(1,250.00)
TerraSol, LLC	Re-Vegetation March 2026		(48,600.00)
Williamson Central Appraisal District	Appraisal Fees - Q2 2026		(2,075.00)
Bickerstaff Heath Delgado Acosta LLP	Legal Fees - February 2026		(14,046.50)
Freese & Nichols	Engineering Fees - February 2026		(9,895.61)
Ross, Molina, Oliveros, PC	Professional Services - March 2026		(75.00)
Stiles Farm	Field Day - June 2026		(70.00)
United States Geological Survey	Data Collection Fees - January - March 2026		(11,000.00)
City National Bank	Credit Card/Debit Card Expenditures		(5,981.49)
	Total Bookkeeper's Account Expenditures		<u>68,119.15</u>
Reconciled Cash Balance - March 31, 2026			\$ 91,175.68
Subsequent Activity			\$ (36,952.47)
<u>Vendor</u>	<u>Memo</u>		<u>Amount</u>
Ancira Strategic Partners LLP	Consulting Services - April 2026		(2,000.00)
Clarno Consulting LLC	General Manager Services - April 2026		(7,000.00)
RTS Connect	Consulting Services - April 2026		(1,200.00)
QuickBooks Payroll Service	Payroll March 2026		(9,007.96)
US Treasury	Payroll Tax Deposit		(2,306.00)
Allen Ray David	Director Fees - Q2 2026		(300.00)
Bott & Douthitt, PLLC	Accounting Services - March 2026		(2,200.00)
Edmond Komandosky	Director Fees - Q2 2026		(1,200.00)
K Friese & Associates	Engineering Fees - February 2026		(925.00)
Laine Holman	Director Fees - Q2 2026		(600.00)
Monica Masters	Director Fees - Q2 2026		(450.00)
Scott Ging	Director Fees - Q2 2026		(300.00)
TCDRS	TCDRS Employer Deposit		(1,442.10)
City National Bank	Credit Card/Debit Card Expenditures		(8,021.41)
	Total Bookkeeper's Account Expenditures		<u>(36,952.47)</u>
Reconciled Balance - April 30, 2026			\$ 54,223.21

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

	Interest Rates	Balance 3/31/2026	Subsequent		Subtotal 4/30/2026	Balance 4/30/2026
			Receipts	Disbursements		
General Fund -						
City Naton Bank Account	n/a	\$ 91,175.68	\$ -	\$ (36,952.47)	\$ 54,223.21	\$ 54,223.21
TexPool - General Operating	3.6662%	1,884,460.57	18,702.62	-	1,903,163.19	1,903,163.19
TexPool - Ra ny Day Fund	3.6662%	236,772.72	711.98	-	237,484.70	237,484.70
Total - General Fund		2,212,408.97	19,414.60	(36,952.47)	2,194,871.10	2,194,871.10
Total - All Funds		\$ 2,212,408.97	\$ 19,414.60	\$ (36,952.47)	\$ 2,194,871.10	\$ 2,194,871.10

Recap & Standings Report

WTAXSaaS

Cycles: All Taxing Units: Coupland ISD...

Deposit Date Range:

10/01/2025 to 04/30/2026

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 YTD
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	1,396,775.00	1,396,775.00	1,365,279.97	2,459.66	-202.57	88.48	2.08	31,699.68	1,365,075.32
2024	1,023,634.61	8,729.02	-3,461.07	5,267.95	972.95	832.77	7.89	859.41	0.00	4,287.11	980.84
2023	841,540.38	2,446.74	3.61	2,450.35	335.02	127.58	13.78	65.36	0.00	2,101.55	348.80
2022	758,373.38	1,541.03	-40.27	1,500.76	102.35	37.96	6.01	11.40	0.00	1,392.40	108.36
2021	577,067.74	891.78	-3.67	888.11	76.55	24.36	0.00	1.16	0.00	811.56	76.55
2020	484,724.15	746.54	-2.33	744.21	37.74	11.03	0.00	0.20	0.00	706.47	37.74
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	1,396,775.00	1,396,775.00	1,365,279.97	2,459.66	-202.57	88.48	2.08	31,699.68	1,365,075.32
Total Delinquent	4,126,230.43	15,077.16	-3,506.18	11,570.98	1,561.60	1,046.11	27.68	937.53	0.00	9,981.70	1,589.28
Rollbacks		3,944.82	4,137.71	8,082.53	3,998.23	3.49	8.02	0.00	0.00	4,076.28	4,006.25
Taxing Unit Total	5,498,116.05	19,021.98	1,397,406.53	1,416,428.51	1,370,839.80	3,509.26	-166.87	1,026.01	2.08	45,757.66	1,370,670.85
Percentages											
% of Roll Collected - 2025 - 97.73%				Adjusted Original Roll -- \$1,396,775.00				Current YTD Collected -- \$1,365,075.32			
Tax Collections Compared to Current Taxes Billed 0% Collected											
All Collections Compared to Current Taxes Billed 0% Collected											
Combined Collections (Collections + P&I Collected) -- 1,374,349.06											

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 April 30, 2026 and the Statement of Revenues, Expenditures & Changes in Fund Balance – Governmental Funds for the seven months ended April 30, 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 seven months ended April 30, 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

June 8, 2026

Lower Brushy Creek WCID Governmental Funds Balance Sheet April 30, 2026

	Governmental Funds
	General Fund
Assets	
Cash and Cash Equivalents	
Cash	\$ 54,223.21
Cash Equivalents	2,140,647.89
Receivables	
Property Taxes	45,757.66
Total Assets	\$ 2,240,628.76
Liabilities	
Accounts Payable	\$ 5,218.00
Payroll Liabilities	3,437.43
Total Liabilities	8,655.43
Deferred Inflows of Resources	
Property Taxes	45,757.66
Total Deferred Inflows of Resources	45,757.66
Fund Balance	
Fund Balances:	
Assigned	548,375.00
Unassigned	1,637,840.67
Total Fund Balances	2,186,215.67
Total Liabilities, Deferred Inflows of Resources and Fund Balance	\$ 2,240,628.76

**Lower Brushy Creek WCID
Statement of Revenues,
Expenditures & Changes in Fund Balance-Governmental Funds
October 1, 2025 - April 30, 2026**

	Governmental Funds
	General Fund
Revenues:	
Property Tax Revenue, including penalties	\$ 1,362,658.03
Interest	36,262.04
Total Revenues	1,398,920.07
Expenditures:	
Current-	
Administrative Services -	
General Manager	45,500.00
Salaries	75,425.00
Director Fees	4,350.00
Accounting Fees	15,481.15
Audit Fees	12,000.00
Consulting fees	22,400.00
Legal Fees	33,940.50
Advertising/Legal Notices	98.27
Bonds/Insurance	4,383.16
Dues/Subscriptions/Professional Development	200.00
Meals/Entertainment	321.86
Rent	14,294.09
Office Supplies	264.84
Postage/PO Box/Delivery Charges	280.47
Travel/Mileage	5,072.46
Website	168.77
Tax Appraisal Fees	4,150.00
Utilities	1,065.61
Payroll Expenses	12,311.27
Employee Benefits	19,296.22
Miscellaneous	7,126.79
Engineering Fees -	
Engineering/Surveying	49,912.60
USGS	22,000.00
Operating Expenses -	
Dam Maintenance	66,050.00
Dam Rehabilitation	28,722.92
Total Expenditures	444,815.98
Excess/(Deficiency) of Revenues over Expenditures	954,104.09
Fund Balance, October 1, 2025	1,232,111.58
Fund Balance, April 30, 2026	\$ 2,186,215.67

Supplementary Information
Index

General Fund

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

Lower Brushy Creek WCID
Budgetary Comparison Schedule-General Fund
April 30, 2026

	Current Month			Year to Date		
	Actual	Budget	Difference	Actual	Budget	Difference
Revenues:						
Property Taxes, including penalties	\$ 12,939.80	\$ -	\$ 12,939.80	\$ 1,362,658.03	\$ 1,350,000.00	\$ 12,658.03
Interest Income	6,474.80	17,500.00	(11,025.20)	36,262.04	17,500.00	18,762.04
Total Revenues	19,414.60	17,500.00	1,914.60	1,398,920.07	1,367,500.00	31,420.07
Expenditures:						
Administrative Expenses						
General Manager	6,500.00	6,500.00	-	45,500.00	45,500.00	-
Salaries	11,000.00	11,000.00	-	75,425.00	77,000.00	1,575.00
Director Fees	-	-	-	4,350.00	4,500.00	150.00
Accounting Fees	2,200.00	2,500.00	300.00	15,481.15	17,500.00	2,018.85
Audit Fees	-	-	-	12,000.00	12,000.00	-
Consulting fees	3,200.00	3,616.67	416.67	22,400.00	25,317.00	2,917.00
Legal Fees	3,588.00	4,000.00	412.00	33,940.50	28,000.00	(5,940.50)
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	321.86	1,166.67	844.81
Rent	2,074.22	2,166.67	92.45	14,294.09	15,166.67	872.58
Office Supplies	-	166.67	166.67	264.84	1,166.69	901.85
Postage/PO Box/Delivery Charges	-	41.67	41.67	280.47	291.67	11.20
Travel/Mileage	621.80	1,083.33	461.53	5,072.46	7,583.33	2,510.87
Website	71.41	-	(71.41)	168.77	-	(168.77)
Tax Appraisal Fees	-	-	-	4,150.00	3,000.00	(1,150.00)
Utilities	182.40	400.00	217.60	1,065.61	2,800.00	1,734.39
Payroll Expenses	1,634.26	1,750.00	115.74	12,311.27	12,250.00	(61.27)
Employee Benefits	2,065.82	1,416.67	(649.15)	19,296.22	9,916.67	(9,379.55)
Miscellaneous	3,627.56	1,250.00	(2,377.56)	7,126.79	8,750.00	1,623.21
Engineering Expenses						
Engineering/Surveying	9,895.61	10,000.00	104.39	49,912.60	70,000.00	20,087.40
USGS	-	-	-	22,000.00	21,250.00	(750.00)
Operating Expenses						
Dam Maintenance	-	26,250.00	26,250.00	66,050.00	183,750.00	117,700.00
Dam Rehabilitation	-	-	-	28,722.92	29,000.00	277.08
Total Expenditures	46,661.08	72,308.35	25,647.27	444,815.98	580,208.70	135,392.72
Excess/(Deficiency) of Revenues over Expenditures	\$ (27,246.48)	\$ (54,808.35)	\$ 27,561.87	\$ 954,104.09	\$ 787,291.30	\$ 166,812.79

**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	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	13,173	12,940	-	-	-	-	-	1,362,658	12,658
Grant Income	155,925	-	-	-	-	-	-	-	-	-	-	-	155,925	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	2,500	2,500	2,500	2,500	2,500	48,762	18,762
Total Revenues	1,539,925	16,712	40,236	180,214	988,725	133,548	20,070	19,415	2,500	2,500	2,500	2,500	162,425	1,522,583	31,420
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	-	-	-	-	8,850	150
Accounting Fees	30,000	2,200	2,200	2,200	2,200	2,281	2,200	2,200	2,500	2,500	2,500	2,500	2,500	27,981	2,019
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	3,617	3,617	3,617	3,617	3,617	40,483	2,917
Legal Fees	48,000	7,109	4,290	5,687	-	12,630	637	3,588	4,000	4,000	4,000	4,000	4,000	53,941	(5,941)
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	-	107	-	-	-	-	167	167	167	167	167	1,156	844
Rent	26,000	2,029	2,029	2,029	2,029	2,029	2,074	2,074	2,167	2,167	2,167	2,167	2,167	25,127	873
Office Supplies	2,000	110	51	62	41	-	-	-	167	167	167	167	167	1,098	902
Postage/PO Box/Delivery Charges	500	56	22	77	55	71	-	-	42	42	42	42	42	489	11
Travel/Mileage	13,000	1,304	647	1,300	646	593	761	622	1,083	1,083	1,083	1,083	1,083	10,489	2,511
Website	600	-	-	-	-	49	49	71	-	-	-	-	-	600	(169)
Appraisal Fees	6,000	-	-	2,075	-	-	2,075	-	-	1,500	-	-	-	7,150	(1,150)
Williamson County Tax Collector	10,000	-	-	-	-	-	-	-	-	-	-	-	-	10,000	-
Utilities	4,800	151	100	250	169	25	188	182	400	400	400	400	400	3,066	1,734
Payroll Expenses	21,000	1,627	1,634	1,634	1,931	1,823	2,027	1,634	1,750	1,750	1,750	1,750	1,750	21,061	(61)
Employee Benefits	17,000	3,250	3,592	3,408	2,848	2,066	2,066	2,066	1,417	1,417	1,417	1,417	1,417	26,380	(9,380)
Elections	24,000	-	-	-	-	-	-	-	-	-	-	-	-	24,000	-
Miscellaneous	15,000	581.53	429.91	719.52	121.82	44.34	1,604	3,628	1,250	1,250	1,250	1,250	1,250	13,379	1,621
Engineering Expenses -															
Engineering/Surveying	120,000	4,668	-	23,002	2,595	9,677	75	9,896	10,000	10,000	10,000	10,000	10,000	99,913	20,087
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	-	26,250	26,250	26,250	26,250	26,250	197,300	117,700
Dam Repairs	1,020,500	-	-	-	-	-	-	-	-	-	-	-	1,020,500	1,020,500	-
Dam Rehabilitation	85,000	-	-	-	-	-	-	-	-	-	-	-	56,000	84,723	277
Total Expenditures	2,088,300	46,289	37,293	95,571	41,385	80,712	96,907	46,661	72,309	86,683	72,308	72,308	1,204,483	1,952,910	135,390
Excess/(Deficiency) of Revenues over Expenditures	\$(548,375)	\$(29,577)	\$ 2,943	\$ 84,643	\$ 947,340	\$ 52,837	\$(76,836)	\$(27,246)	\$(69,809)	\$(84,183)	\$(69,808)	\$(69,808)	\$(1,042,058)	\$(430,327)	\$ 166,810

3d. Financial Reports
3rd Quarter Investment Report

Lower Brushy Creek WCID
 SCHEDULE OF TEMPORARY INVESTMENTS
 January 1, 2026 - March 31, 2026

FUNDS	IDENTIFICATION	INTEREST RATE	INTEREST 1/1 - 3/31	BEG. BK VAL 1/1/2026	END. BK VAL 3/31/2026	BEG MKT VAL 1/1/2026	END MKT VAL 3/31/2026	G/L ACCOUNT
GENERAL FUND:	TexPool - Operating Account							
	Texas Local Government Investment Pool	3.6836%	16,018.61	1,072,979.84	1,984,460.57	1,072,979.84	1,984,460.57	1100
	TexPool - Rainy Day Fund							
	Texas Local Government Investment Pool	3.6836%	2,140.07	234,632.65	236,772.72	234,632.65	236,772.72	1101
TOTAL GENERAL OPERATING FUND			18,158.68	1,307,612.49	2,221,233.29	1,307,612.49	2,221,233.29	
TOTAL ALL FUNDS			18,158.68	1,307,612.49	2,221,233.29	1,307,612.49	2,221,233.29	

This quarterly report is in full compliance with the investment strategy as established for the Public Funds Investment Act (Chapter 2459, amending Chapter 2256), and Investment Policy and Strategies set forth by the District.


 San R. Ghan

 M. Campbell

 M. D. [unclear]

**6a. Proposed Policy
Regarding Use of District Easement Property**



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 sole property 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 General Manager 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.
- 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: _____
Monica P. Masters
Board Secretary

7. M&E Consultants- Work Order #06



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.

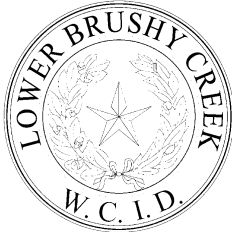
10. TITLES: The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as limiting the meaning of the provisions contained herein.

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.

8. Grant Applications for Sites #13 & #31



LOWER BRUSHY CREEK WCID

351 Exchange Blvd., Suite 230

Hutto, Texas 78634

Office: 512-643-31213

Info@lowerbrushycreekwcid.org

June 8, 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: Lower Brushy Creek Watershed Retarding Structure No. 13

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 Lower Brushy Creek Watershed Retarding Structure No. 13 (aka LBC Site 13) located in southeastern Williamson County, Texas.

General Manager

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

LBC Dam 13 was completed under the authority of PL 83-566 in 1960 as a low hazard dam. Earlier this year, it was reclassified as a high hazard dam by TCEQ. LBC Site 13 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

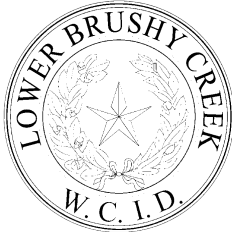
Statement of Commitment

Rehabilitation of Lower Brushy Floodwater Retarding Structure No. 13
June 8, 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. 13

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

June 6, 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: Lower Brushy Creek Watershed Retarding Structure No. 31

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 Lower Brushy Creek Watershed Retarding Structure No. 31 (aka LBC Site 31) located in southeastern Williamson County, Texas.

General Manager

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

LBC Dam 31 was completed under the authority of PL 83-566 in 1977 as a low hazard dam. Earlier this year, it was reclassified as a high hazard dam by TCEQ. LBC Site 31 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. 30
June 8, 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. 30.

James R. Clarno, P.E.
General Manager