



LOWER BRUSHY CREEK WCID

Regular Called Meeting of the Board of Directors

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

Notice is hereby given for a Regular Called Meeting of the Board of Directors of the Lower Brushy Creek WCID and Public Hearing regarding the 2026 Tax Rate to be held on **Wednesday, September 9, 2026 at 7:00pm** at the Taylor Public Library located at 801 Vance Street; Taylor, TX 76574 for the purpose of considering the following agenda items. The Board of Directors will meet, consider, deliberate and may take action on all agenda items.

BOARD PACKET

AGENDA: Agenda for LBCWCID Regular Called Meeting & Public Hearing
regarding the 2026 Tax Rate for Wednesday September 9, 2026 2 Pages

CONSENT AGENDA:

- Minutes for the Regular Called Meeting of August 3, 2026 2 Pages
- Financial Report: Account Register for June 2026 & 3rd
Quarter Investment Report 12 Pages

ACTION ITEM:

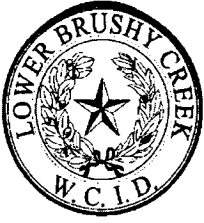
- Proposed FY27 Budget 6 Pages

CONSENT ACTION ITEMS:

- Contract for Professional Services for FY27- RTS Connect 4 Pages
- Agreement with Bott & Douthitt, PLLC 12 Pages
- Professional Service Agreement Modification/Change Order No 1 w/ K Friese 6 Pages
- Professional Service Agreement, Amendment #3 for FY27- Egis USA, Inc 5 Pages
- Work Order No. 7 for O&M- M&E Consultants 7 Pages
- Contract Agreement Modification/Change Order No.2 with TerraSol 2 Pages
- Agreement with Performance Plus for FY27- Modification/Change Order No. 1 4 Pages
- Proposal from AWARE Sensing Technology 4 Pages
- Contract with Arbizu Fencing and Construction, LLC 10 Pages

ORDER of 2026 TAX RATE: 2 Pages

DISTRICT INFO FORM/NOTICE TO PURCHASER 1 Page



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

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

at 12:22 o'clock P M

SEP 02 2026

Nancy E. Ruten
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 and Public Hearing regarding the 2026 Tax Rate to be held on **Wednesday September 9, 2026 at 7:00pm** at the Taylor Public Library located at 801 Vance Street; Taylor, TX 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. Open Public Hearing regarding 2026 Tax Rate;
3. Citizens Communications- *an opportunity for the public to address the Board on agenda items or concerns not on the agenda (limited to 3 minutes each)*
4. Consent Agenda- *the items on the consent agenda are considered routine by the district and will be enacted by one motion. There will be no separate discussion of the items unless requested by a board member, in which 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 August 3, 2026;
 - b. Financial Reports: Account Register for June 2026;
 - c. 3rd Quarter Investment Report;
5. Consideration and approval of the FY27 Budget;
6. Consent Action Items- *the items on the consent action items 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 action items and considered at another time during the meeting.*

Consideration and approval for the General Manager to execute the following Contracts:

 - 6a. Contract for Professional Services for FY27 with RTS Connect LLC for communications consulting;
 - 6b. Agreement with Bott and Douthitt, PLLC as the Bookkeeping Services Contractor for LBCWCID, effective October 1, 2026 for two (2) successive twelve (12) month periods;
 - 6c.i. Professional Service Agreement Modification/Change Order No. 1- reflecting/updating the consultant's corporate succession from K Friese to Egis USA, Inc;
 - 6c.ii. Professional Service Agreement, Amendment #3, for FY 27 with Egis USA, Inc for maintenance management, policy and permitting support;
 - 6d. Work Order No. 7 for O&M plans and specifications for sites 9,10, 30 & 31 with M&E Consultants;
 - 6e. Contract Agreement Modification/Change Order No.2 with TerraSol LLC for FY27 Operation, Maintenance and Related Services;
 - 6f. Agreement with Performance Plus for FY27 Maintenance Services Modification/Change Order No. 1;
 - 6g. Proposal from AWARE Sensing Technology for installation and services for monitoring 5 sites;
 - 6h. Contract with Arbiz Fencing and Construction LLC, for refencing Lower Brushy Creek Site 9;
7. Close Public Hearing regarding 2026 Tax Rate;
8. Consideration and approval of an Order approving the 2026 Tax Rate;
9. Consideration and approval of updates to District Information Form and Notice to Purchaser;
10. Discussion and approval of appointment of "Assistant Secretary/Treasurer" for the LBCWCID Board of Directors;

11. Operations Manager Status Report on Projects for Sites 3, 10 & 30;
12. Agency Reports;
13. General Manager's Report;
14. Director's Comments;
15. 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 September 9, 2026 Lower Brushy Creek WCID agenda items to be considered by the Board of Directors of the Lower Brushy Creek WCID was posted on/or before 5:00P Wednesday, September 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.

Consent Agenda:

- 4a. Minutes for the Regular Called Meeting of the Board of Directors
from August 3, 2026



LOWER BRUSHY CREEK WCID

Minutes of the Regular Called Meeting of the Board of Directors
August 3, 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 August 3, 2026 at the Greater Taylor Chamber of Commerce and announced that a Quorum was present.

ATTENDANCE: Board members present included Vice President Monica Masters, Director Allen Ray David and Director Mitchell Drummond. Others present included General Manager Jim Clarno, Operations Manager Matthew May, District Clerk Sue Lilly, Board Attorney Stefanie Albright, Board Communications Contractor Richard Stone, Board Accounting Representative Tyler Douthitt Texas State Soil and Water Conservation Board Representative Tony Resendez, and Amanda Elliott and Elias Potts with Lochner engineering firm. The following citizens were also present: Eldon Ball, Mark Baudek, Jeff Radke, Vincent Richter, and Lavonne Berdoll.

CITIZEN COMMUNICATIONS: Jeff Radke, Eldon Ball, Mark Baudek and Lavonna Berdoll made comments. There were no actions taken.

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

- a. Minutes for the Regular Called Meeting of the Board of Directors from June 8, 2026;
- b. Financial Reports: Account Register for May 2026;

A motion to approve the consent agenda items as presented was made Vice President Monica Masters. The motion was seconded by Director Allen David and was carried unanimously.

ACTION ITEMS:

General Manager, Jim Clarno presented for consideration and approval of the "District Easement Policy".

A motion to table the approval of the "District Easement Policy" as presented was made by Director David. The motion was seconded by Vice President Masters and was carried unanimously.

President Edmond Komandosky opened a Public Hearing at 8:16am regarding the 2026 Tax Rate; consideration for adopting an order setting the property tax rate of approximately \$.0165 per one hundred dollars valuation of property and proposed FY27 Annual Budget

General Manager Clarno presented the draft FY27 Annual Budget, the 2026 proposed Tax Rate and Capital Improvement Plan;

General Manager Clarno presented for Consideration and Approval of the Budget Amendment #1 for the FY26 Annual Budget;

A motion to approve the Budget Amendment #1 for the FY26 Annual Budget as presented was made by Director Mitchell Drummond. The motion was seconded by Director David and was carried unanimously.

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

A motion to approve of the General Manager to execute the Engagement Letter from Maxwell, Locke and Ritter LLC to perform auditing services for FY26 for the not-to-exceed amount of \$14,000 was made by Vice President Masters. The motion was seconded by Director David and was carried unanimously.

General Manager Clarno presented for Consideration and Approval for the General Manager to enter into a Joint Funding Agreement for FY27 with USGS for operation and maintenance of all water level/rainfall gauges for a fixed cost of \$52,000.

A motion to approve of the General Manager to enter into a Joint Funding Agreement for FY27 with USGS for operation and maintenance of all water level/rainfall gauges for a fixed cost of \$52,000 was made by Director David. The motion was seconded by Vice President Masters and was carried unanimously.

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

A motion to approve of the General Manager to execute the Freese & Nichols Task Order #12, General On-Call Services for FY27, for a not-to-exceed amount of \$20,000 was made by Vice President Masters. The motion was seconded by Director David and was carried unanimously.

General Manager Clarno presented for Consideration and Approval of the updated "Board of Directors Election Guidelines";

A motion to approve the updated "Board of Directors Election Guidelines" was made by Director Drummond. The motion was seconded by Director David and was carried unanimously.

General Manager Clarno presented for Consideration and Approval of the "Covered Applications and Prohibited Technology Policy";

A motion to approve the "Covered Applications and Prohibited Technology Policy" was made by Vice President Masters. The motion was seconded by Director David and was carried unanimously.

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

A motion to approve the General Manager to execute an agreement with Sourcewell, a cooperative purchasing agency, was made by Director Drummond. The motion was seconded by Director David and was carried unanimously.

AGENCY REPORTS: Tony Resendez, representative with TSSWCB shared updates and information. **No actions were taken.**

President Edmond Komandosky closed the Public Hearing at 9:20am.

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

Director Allen Ray David exited the Board Meeting at 9:22am

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

ADJOURNMENT: There being no further business, the meeting was adjourned without objection at 9:26am.

Respectfully submitted,

Laine Holman, Secretary/Treasurer

Consent Agenda:

4b & c. Financial Reports: Account Register for June 2026 and
3rd Quarter Investment Report

Lower Brushy Creek WCID September 9, 2026

- Review Cash Activity Report, including Receipts and Expenditures
 - ☑ Action Items:
 - Review June 30, 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
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25	26	27	28	29	30	31

February						
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March						
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29	30	31				

Jan 20

Board Meeting

Feb 17

Board Meeting

Mar 16

Board Meeting

Apr 20

Board Meeting

Jun 08

Board Meeting

Aug 03

Board Meeting

Sep 09

Board Meeting

April						
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May						
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31						

June						
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July						
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August						
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30	31					

September						
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27	28	29	30			

October						
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25	26	27	28	29	30	31

November						
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29	30					

December						
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27	28	29	30	31		

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

			<u>City National Bank</u>
			Operating Account
Reconciled Cash Balance - May 31, 2026			\$ 77,854.10 #
Subsequent Activity			\$ 9,728.10
Vendor	Memo	Amount	
Texpool Fund Transfer		100,000.00	
US Treasury	Payroll Tax Payment	(2,306.00)	
Payroll	Payroll May 2026	(9,293.80)	
Ancira Strategic Partners LLP	Consulting Services - June 2026	(2,000.00)	
Bickerstaff Heath Delgado Acosta LLP	Legal Fees - May 2026	(7,871.50)	
Bott & Douthitt, PLLC	Accounting Services - April & May 2026	(4,400.00)	
Clarno Consulting LLC	General Manager Services - June 2026	(7,000.00)	
Freese & Nichols	Engineering Fees - May 2026	(5,881.38)	
Hejl & Schroeder, P.C.	May 2026 Legal Services	(208.57)	
Roundhouse Digital Marketing	Website Hosting May 2026	(50.00)	
RTS Connect	Consulting Services - June 2026	(1,200.00)	
TerraSol, LLC	Dam Maintenance - May 2026	(23,203.03)	
Williamson Central Appraisal District	Appraisal Fees - Q3 2026	(2,075.00)	
Williamson County	Election Expenses May 2026	(16,875.98)	
TCDRS	Employee Benefits - May 2026	(1,442.10)	
	Credit Card/Debit Card Expenditures	(6,464.54)	
	Total Bookkeeper's Account Expenditures	<u>9,728.10</u>	
Reconciled Cash Balance - June 30, 2026			\$ 87,582.20

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

	Interest Rates	Balance 5/31/2026	Subsequent		Subtotal 6/30/2026	Balance 6/30/2026
			Receipts	Disbursements		
General Fund -						
Cty Nat on Bank Account	n/a	\$ 77,854.10	\$ 100,000.00	\$ (90,271.90)	\$ 87,582.20	\$ 87,582.20
TexPool - General Operating	3.6830%	1,917,208.59	12,717.60	(100,000.00)	1,829,926.19	1,829,926.19
TexPool - Rany Day Fund	3.6830%	238,215.64	714.03	-	238,929.67	238,929.67
Total - General Fund		2,233,278.33	113,431.63	(190,271.90)	2,156,438.06	2,156,438.06
Total - All Funds		\$ 2,233,278.33	\$ 113,431.63	\$ (190,271.90)	\$ 2,156,438.06	\$ 2,156,438.06

Lower Brushy Creek WCID
SCHEDULE OF TEMPORARY INVESTMENTS
April 1, 2026 - June 30, 2026

FUNDS	IDENTIFICATION	INTEREST RATE	INTEREST 4/1 - 6/30	BEG. BK VAL 4/1/2026	END. BK VAL 6/30/2026	BEG. MKT VAL 4/1/2026	END. MKT VAL 6/30/2026	G/L ACCOUNT
GENERAL FUND:	TexPool - Operating Account							
	Texas Local Government Investment Pool	3.6830%	17,155.03	1,884,460.57	1,829,926.19	1,884,460.57	1,829,926.19	1100
	TexPool - Rainy Day Fund							
	Texas Local Government Investment Pool	3.6830%	2,156.95	236,772.72	238,929.67	236,772.72	238,929.67	1101
TOTAL GENERAL OPERATING FUND			19,311.98	2,121,233.29	2,068,855.86	2,121,233.29	2,068,855.86	
TOTAL ALL FUNDS			19,311.98	2,121,233.29	2,068,855.86	2,121,233.29	2,068,855.86	

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.

James R Clarno
James R Clarno (Sen. 3, 2027-11-54-15 CD11)
Mandy D. Clarno
Mandy D. Clarno

Recap & Standings Report

WTAXSaaS

Cycles: All Taxing Units: Coupland ISD... Deposit Date Range: 10/01/2025 to 06/30/2026 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	Discounts Allowed	Atty. Fee Collected	Variance	Uncollected Balance	YTD Collections
2027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2025	1,371,885.62	0.00	1,396,289.92	1,396,289.92	1,374,057.09	3,321.73	-202.57	183.24	2.03	22,437.43	1,373,852.49
2024	1,023,634.61	8,729.02	-2,953.59	5,775.43	1,863.28	942.13	7.89	956.96	0.00	3,904.26	1,871.17
2023	841,540.38	2,446.74	682.85	3,129.59	1,029.07	135.70	13.78	69.61	0.00	2,086.74	1,042.85
2022	758,373.38	1,541.03	787.70	2,328.73	919.41	39.54	6.01	12.09	0.00	1,403.31	925.42
2021	577,067.74	891.78	481.26	1,373.04	555.04	24.57	0.00	1.24	0.00	818.00	555.04
2020	484,724.15	746.54	-2.33	744.21	39.38	12.29	0.00	0.64	0.00	704.83	39.38
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	1,396,289.92	1,396,289.92	1,374,057.09	3,321.73	-202.57	183.24	2.03	22,437.43	1,373,852.49
Total Delinquent	4,126,230.43	15,077.16	-1,006.56	14,070.60	4,443.17	1,166.64	27.68	1,040.54	0.00	9,599.75	4,470.85
Rollbacks		3,944.82	4,137.71	8,082.53	5,831.08	3.49	8.02	0.00	-0.01	2,243.42	5,839.11
Taxing Unit Total	5,498,116.05	19,021.98	1,399,421.07	1,418,443.05	1,384,331.34	4,491.86	-166.87	1,223.78	2.02	34,280.60	1,384,162.45
Percentages											
% of Roll Collected - 2025 - 98.39%				Adjusted Original Roll -- \$1,396,289.92				Current YTD Collected -- \$1,373,852.49			
Tax Collections Compared to Current Taxes Billed 0% Collected											
All Collections Compared to Current Taxes Billed 0% Collected											
Combined Collections (Collections + P&I Collected) -- 1,388,823.20											

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

September 9, 2026

Lower Brushy Creek WCID

Governmental Funds Balance Sheet

June 30, 2026

	<u>Governmental Funds</u>
	<u>General Fund</u>
Assets	
Cash and Cash Equivalents	
Cash	\$ 87,582.20
Cash Equivalents	2,068,855.86
Receivables	
Property Taxes	34,280.60
Total Assets	<u>\$ 2,190,718.66</u>
Liabilities	
Accounts Payable	\$ 76,181.51
Payroll Liabilities	3,437.43
Total Liabilities	<u>79,618.94</u>
Deferred Inflows of Resources	
Property Taxes	34,280.60
Total Deferred Inflows of Resources	<u>34,280.60</u>
Fund Balance	
Fund Balances:	
Assigned	548,375.00
Unassigned	1,528,444.12
Total Fund Balances	<u>2,076,819.12</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 2,190,718.66</u>

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

	<u>Governmental Funds</u>
	<u>General Fund</u>
Revenues:	
Property Tax Revenue, including penalties	\$ 1,378,028.82
Grant Revenue	51,030.00
Permits & Fees	-
Interest	49,099.22
Total Revenues	<u>1,478,158.04</u>
Expenditures:	
Current-	
Administrative Services -	
General Manager	58,500.00
Salaries	97,425.00
Director Fees	7,852.20
Accounting Fees	19,881.15
Audit Fees	12,000.00
Consulting fees	28,800.00
Legal Fees	44,490.57
Advertising/Legal Notices	2,064.27
Bonds/Insurance	4,383.16
Dues/Subscriptions/Professional Development	2,200.00
Meals/Entertainment	557.20
Rent	18,442.53
Office Supplies	1,460.91
Postage/PO Box/Delivery Charges	368.40
Travel/Mileage	6,379.14
Website	2,455.22
Tax Appraisal Fees	6,225.00
Utilities	1,468.84
Payroll Expenses	15,850.40
Employee Benefits	22,645.76
Elections	34,881.71
Miscellaneous	2,153.53
Engineering Fees -	
Engineering/Surveying	60,276.62
USGS	22,000.00
Operating Expenses -	
Dam Maintenance	131,965.97
Dam Rehabilitation	28,722.92
Total Expenditures	<u>633,450.50</u>
Excess/ (Deficiency) of Revenues over Expenditures	<u>844,707.54</u>
Fund Balance, October 1, 2025	<u>1,232,111.58</u>
Fund Balance, June 30, 2026	<u>\$ 2,076,819.12</u>

Supplementary Information
Index

General Fund

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

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

	Current Month			Year to Date		
	Actual	Budget	Difference	Actual	Budget	Difference
Revenues:						
Property Taxes, including penalties	\$ 7,195.23	\$ -	\$ 7,195.23	\$ 1,378,028.82	\$ 1,350,000.00	\$ 28,028.82
Grant Income	-	-	-	51,030.00	51,030.00	-
Interest Income	6,236.40	2,500.00	3,736.40	49,099.22	22,500.00	26,599.22
Total Revenues	13,431.63	2,500.00	10,931.63	1,478,158.04	1,423,530.00	54,628.04
Expenditures:						
Administrative Expenses						
General Manager	6,500.00	6,500.00	-	58,500.00	58,500.00	-
Salaries	11,000.00	11,000.00	-	97,425.00	99,000.00	1,575.00
Director Fees	3,502.20	2,250.00	(1,252.20)	7,852.20	6,750.00	(1,102.20)
Accounting Fees	2,200.00	2,500.00	300.00	19,881.15	22,500.00	2,618.85
Audit Fees	-	-	-	12,000.00	12,000.00	-
Consulting fees	3,200.00	3,616.67	416.67	28,800.00	32,550.00	3,750.00
Legal Fees	5,278.00	4,000.00	(1,278.00)	44,490.57	36,000.00	(8,490.57)
Advertising/Legal Notices	-	-	-	2,064.27	2,066.00	1.73
Bonds/Insurance	-	-	-	4,383.16	4,000.00	(383.16)
Dues/Subscriptions/Professional Development	670.00	670.00	-	2,200.00	2,200.00	-
Meals/Entertainment	-	166.67	166.67	557.20	1,500.00	942.80
Rent	2,074.22	2,166.67	92.45	18,442.53	19,500.00	1,057.47
Office Supplies	-	166.67	166.67	1,460.91	1,500.03	39.12
Postage/PO Box/Delivery Charges	-	41.67	41.67	368.40	375.00	6.60
Travel/Mileage	637.03	1,083.33	446.30	6,379.14	9,750.00	3,370.86
Website	1,282.59	-	(1,282.59)	2,455.22	600.00	(1,855.22)
Tax Appraisal Fees	2,075.00	1,500.00	(575.00)	6,225.00	4,500.00	(1,725.00)
Utilities	202.82	400.00	197.18	1,468.84	3,600.00	2,131.16
Payroll Expenses	1,904.87	1,750.00	(154.87)	15,850.40	15,750.00	(100.40)
Employee Benefits	2,065.82	1,416.67	(649.15)	22,645.76	12,750.00	(9,895.76)
Elections	18,005.73	7,124.00	(10,881.73)	34,881.71	24,000.00	(10,881.71)
Miscellaneous	289.06	1,250.00	960.94	2,153.53	11,250.00	9,096.47
Engineering Expenses						
Engineering/Surveying	294.50	10,000.00	9,705.50	60,276.62	90,000.00	29,723.38
USGS	-	-	-	22,000.00	21,250.00	(750.00)
Operating Expenses						
Dam Maintenance	42,712.94	26,250.00	(16,462.94)	131,965.97	236,250.00	104,284.03
Dam Rehabilitation	-	-	-	28,722.92	29,000.00	277.08
Total Expenditures	103,894.78	83,852.35	(20,042.43)	633,450.50	757,141.03	123,690.53
Excess/(Deficiency) of Revenues over Expenditures	\$ (90,463.15)	\$ (81,352.35)	\$ (9,110.80)	\$ 844,707.54	\$ 666,388.97	\$ 178,318.57

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

	FY 2026 Budget Approved 9/10/2025	Actual Oct-25	Actual Nov-25	Actual Dec-25	Actual Jan-26	Actual Feb-26	Actual Mar-26	Actual Apr-26	Actual May-26	Actual Jun-26	Budget Jul-26	Budget Aug-26	Budget Sep-26	Actual + Budgeted	Variance
Revenues:															
Property Taxes	\$ 1,350,000	12,677	\$ 36,489	\$ 176,367	\$ 983,827	\$ 127,185	\$ 13,173	\$ 13,836	\$ 7,279	7,195	\$ -	\$ -	\$ -	\$ 1,378,029	28,029
Grant Income	155,925	-	-	-	-	-	-	-	51,030	-	-	-	104,895	155,925	-
Permits and Fees	4,000	-	-	-	-	-	-	-	-	-	-	-	4,000	4,000	-
Interest Income	30,000	4,035	3,747	3,847	4,898	6,364	6,897	6,475	6,601	6,236	2,500	2,500	2,500	56,599	26,599
Total Revenues	1,539,925	16,712	\$ 40,236	\$ 180,214	\$ 988,725	\$ 133,548	20,070	20,311	64,910	13,432	2,500	2,500	111,395	1,537,954	54,628
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	-	-	3,502	-	-	2,250	10,102	(1,102)
Accounting Fees	30,000	2,200	2,200	2,200	2,200	2,281	2,200	2,200	2,200	2,200	2,500	2,500	2,500	27,381	2,619
Audit Fees	12,000	-	-	12,000	-	-	-	-	-	-	-	-	-	12,000	-
Consulting fees	43,400	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,617	3,617	3,617	39,650	3,750
Legal Fees	48,000	7,109	4,290	5,687	780	12,630	637	3,888	4,492	5,278	4,000	4,000	4,000	56,491	(8,491)
Advertising/Legal Notices	4,000	-	98	-	-	-	-	1,966	-	-	-	-	1,934	3,998	2
Bonds/Insurance	4,000	3,863	-	520	-	-	-	-	-	-	-	-	-	4,383	(383)
Dues/Subscriptions/Prof. Dev.	3,000	-	-	-	200	-	250	580	500	670	-	-	800	3,000	-
Meals/Entertainment	2,000	215	-	107	-	-	46	189	-	167	167	167	167	1,057	943
Rent	26,000	2,029	2,029	2,029	2,029	2,029	2,074	2,074	2,074	2,074	2,167	2,167	2,167	24,943	1,057
Office Supplies	2,000	110	51	62	41	-	408	788	-	-	167	167	167	2,493	39
Postage/PO Box/Delivery Charges	500	56	22	77	55	71	-	88	-	-	42	42	42	493	7
Travel/Mileage	13,000	1,304	647	500	646	593	761	622	670	637	1,083	1,083	1,083	9,629	3,371
Website	600	-	-	949	-	49	949	71	55	1,283	-	-	-	2,455	(1,855)
Appraisal Fees	6,000	-	-	2,075	-	-	2,075	-	-	2,075	-	-	1,500	7,725	(1,725)
Williamson County Tax Collector	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000	10,000	-
Utilities	4,800	151	100	250	169	25	188	199	184	203	400	400	400	2,669	2,131
Payroll Expenses	21,000	1,627	1,634	1,634	1,931	1,823	2,027	1,634	1,634	1,905	1,750	1,750	1,750	21,100	(100)
Employee Benefits	17,000	3,250	3,592	3,408	2,066	2,066	2,066	2,066	2,066	2,066	1,417	1,417	1,417	26,896	(9,896)
Elections	24,000	-	-	-	-	-	-	-	16,876	18,006	-	-	-	34,882	(10,882)
Miscellaneous	15,000	581.53	429.91	719.52	73.14	44.34	-	-	16	289	1,250	1,250	1,250	5,904	9,096
Engineering Expenses -															
Engineering/Surveying	120,000	4,668	-	23,002	2,595	9,677	75	9,896	10,070	295	10,000	10,000	10,000	90,277	29,723
USGS	42,500	-	-	11,000	-	-	11,000	-	-	-	10,625	-	10,625	43,250	(750)
Operating Expenses -															
Dam Maintenance	315,000	-	1,500	8,100	7,850	-	48,600	-	23,203	42,713	26,250	26,250	26,250	210,716	104,284
Dam Repairs	1,020,500	-	-	-	-	-	-	-	-	-	-	-	1,020,500	1,020,500	-
Dam Rehabilitation	85,000	-	-	-	-	28,723	-	-	-	-	-	-	56,000	84,723	277
Total Expenditures	2,088,300	46,289	\$ 37,293	\$ 95,571	\$ 41,383	\$ 80,712	96,907	46,661	84,739	103,895	82,933	72,308	1,175,917	1,964,610	123,691
Excess/(Deficiency) of Revenues over Expenditures	\$ (548,375)	\$ (29,577)	\$ 2,943	\$ 84,643	\$ 947,342	\$ 52,837	\$ (76,836)	\$ (26,350)	\$ (19,830)	\$ (90,463)	\$ (80,433)	\$ (69,808)	\$ (1,064,522)	\$ (436,656)	\$ 178,319

\$ Accountant's R. part.

2026-09 B&D Financial Report

Final Audit Report

2026-09-03

Created:	2026-09-03
By:	Sue Lilly (sue.lilly@lowerbrushycreekwcid.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIx2qVlbGii9RIDASsT5BeU_YyCWC4_8Z

"2026-09 B&D Financial Report" History

-  Document created by Sue Lilly (sue.lilly@lowerbrushycreekwcid.org)
2026-09-03 - 4:49:17 PM GMT
-  Document emailed to James Clarno (jim.clarno@lowerbrushycreekwcid.org) for signature
2026-09-03 - 4:49:23 PM GMT
-  Email viewed by James Clarno (jim.clarno@lowerbrushycreekwcid.org)
2026-09-03 - 4:53:44 PM GMT
-  Signer James Clarno (jim.clarno@lowerbrushycreekwcid.org) entered name at signing as James R Clarno
2026-09-03 - 4:54:13 PM GMT
-  Document e-signed by James R Clarno (jim.clarno@lowerbrushycreekwcid.org)
Signature Date: 2026-09-03 - 4:54:15 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-09-03 - 4:54:15 PM GMT



Adobe Acrobat Sign

5. Proposed FY27 Budget

LOWER BRUSHY CREEK WCID

FY 27 PROPOSED BUDGET

AS OF AUGUST 31, 2026



By: _____
Edmond S Komandosky
Board President

Attest: _____
Laine Holman
Sectetary/Treasurer

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

LOWER BRUSHY CREEK WCID
FY 27 PROPOSED BUDGET
As of 8/31/26

BUDGET SUMMARY	FY 26 Budget (Approved)	FY 26 Budget (As Amended)	FY 27 Budget (Proposed)
<u>INCOME</u>			
Property Tax	\$1,350,000	\$1,350,000	\$1,850,000
TSSWCB Dam Maintenance Grants	\$155,925	\$155,925	\$536,750
TSSWCB Structural Repair Grants	\$0	\$0	\$0
Transfer from General Fund surplus	\$550,000	\$550,000	\$0
Other Income	\$34,000	\$34,000	\$75,000
Total Income	\$2,089,925	\$2,089,925	\$2,461,750
<u>EXPENSES</u>			
Administrative (26.7%)	\$407,800	\$440,800	\$458,800
Dam Maintenance (68.6%)	\$575,000	\$502,000	\$1,177,600
Capital Improvements (4.7%)	\$1,105,500	\$1,105,500	\$80,000
Total Expenses	\$2,088,300	\$2,048,300	\$1,716,400
SURPLUS/DEFICIT (09/30/27)	\$1,625	\$41,625	\$745,350

General Notes

Budget format was modified as per discussions with the Board

Administrative expenses

Does not include any new full time or part time employees

Re-assigned Operations Manager and related expenses to Dam Maintenance

No election scheduled this year

Dam Maintenance expenses

Includes normal maintenance and repairs at dams

Includes engineering related to maintenance, repairs and minor improvement projects

Includes principal spillway repairs to replace drain valves and trash racks

Includes new AWARE water level/rain gauges

Includes updates and tabletop exercise for Emergency Action Plan

Capital Improvement expenses

Does not include any new capital improvement projects

Includes preliminary costs for rehabilitation of Sites 25 and 29

Grant applications made to NRCS and TSSWCB for rehabilitation, repairs and upgrades

LOWER BRUSHY CREEK WCID
FY 27 PROPOSED BUDGET
As of 8/31/26

ADMINISTRATIVE INCOME AND EXPENSES	FY 26 Budget (Approved)	FY 26 Budget (As amended)	FY 27 Budget (Proposed)
<u>ADMINISTRATIVE INCOME</u>			
Property Taxes - see page 5	\$1,350,000	\$1,350,000	\$1,850,000
Other Income			
Permits and fees	\$4,000	\$4,000	\$10,000
Interest	\$30,000	\$30,000	\$65,000
Total Other Income	\$34,000	\$34,000	\$75,000
Total Administrative Income	\$1,384,000	\$1,384,000	\$1,925,000
<u>ADMINISTRATIVE EXPENSES</u>			
Staffing			
General Manager	\$78,000	\$78,000	\$82,000
District Clerk	\$60,000	\$60,000	\$63,000
Insurance and Benefits	\$8,500	\$15,500	\$24,000
Payroll taxes	\$10,000	\$10,000	\$12,000
Directors Fees	\$9,000	\$9,000	\$9,000
Travel/Mileage	\$7,000	\$7,000	\$8,000
Professional Services			
Bookkeeping Fees	\$30,000	\$30,000	\$30,000
Audit Fees	\$12,000	\$14,000	\$14,000
Legal Fees	\$48,000	\$60,000	\$62,000
Communications			
Ancira Strategic Partners	\$24,000	\$24,000	\$24,000
RTS Connect	\$14,400	\$14,400	\$14,400
Additional partnership with KRTX			\$12,000
Materials, Reservations, Etc	\$5,000	\$5,000	\$4,000
Office and other			
Office - Rental/deposits	\$26,000	\$26,000	\$28,000
Office - Furniture/equipment	\$1,000	\$1,000	\$2,500
Office - Utilities	\$4,800	\$4,800	\$3,600
Office - Supplies	\$1,000	\$1,000	\$2,000
Advertisisng/Legal Notices	\$4,000	\$4,000	\$4,000
Postage/Delevery Charges	\$500	\$500	\$500
Bonds/Insurance	\$4,000	\$4,000	\$4,800
Dues/Subscriptions/Prof Development	\$3,000	\$3,000	\$6,000
Meals/Entertainment	\$2,000	\$2,000	\$2,000
Website	\$600	\$600	\$1,200
Williamson County			
Williamson Central Appraisal District	\$6,000	\$6,000	\$9,000
Williamson County - Election Office	\$24,000	\$36,000	\$0
Williamson County - Tax Assessor/Collector	\$10,000	\$10,000	\$15,000
Misc. (5% contingency)	\$15,000	\$15,000	\$21,800
Total Administrative Expenses	\$407,800	\$440,800	\$458,800

LOWER BRUSHY CREEK WCID

FY 27 PROPOSED BUDGET

As of 8/31/26

DAM MAINTENANCE	FY 26 Budget (Approved)	FY 26 Budget (As amended)	FY 27 Budget (Proposed)
<u>DAM MAINTENANCE INCOME</u>			
<u>TSSWCB Maintenance Grants</u>			
Maintenance (90% state/10% local)	\$148,500	\$148,500	\$508,500
Maintenance (5% admin fee)	\$7,425	\$7,425	\$28,250
Total Dam Maintenance Income	\$155,925	\$155,925	\$536,750
<u>DAM MAINTENANCE EXPENSES</u>			
<u>Staffing</u>			
Operations Manager	\$72,000	\$72,000	\$75,600
Insurance and Benefits	\$8,500	\$15,500	\$24,000
Payroll Taxes	\$11,000	\$11,000	\$12,000
Travel/Mileage	\$6,000	\$6,000	\$4,000
<u>Professional Services</u>			
Engineering Services			
General - Lochner	\$72,000	\$72,000	\$25,000
General - Freese and Nichols	\$13,000	\$13,000	\$20,000
Repairs - M&E Consultants	\$15,000	\$15,000	\$60,000
Inspections - M&E Consultants + Performance Plus			\$63,500
Other	\$20,000	\$20,000	\$40,000
Guages			
USGS - 6 gauges at Sites 9, 18, 20, 25, 29 and 32	\$42,500	\$42,500	\$52,500
AWARE - 5 gauges at Sites 4A, 13, 22, 24 and 31	\$0	\$0	\$71,000
<u>Maintenance</u>			
Regular maintenance - herbicide, fertilize, shred and spot spray	\$85,000	\$85,000	\$65,000
Principal spillway repairs - drain valves and trash racks	\$30,000	\$30,000	\$500,000
Access Roads	\$20,000	\$20,000	\$0
Topsoil and reseed Site 21	\$60,000	\$60,000	\$0
Re-Fence Site 9	\$80,000	\$0	\$80,000
Acquire mid-size gas utility vehicle and trailer			\$35,000
Feral Swine Management Program			\$10,000
Other (non-grant funded maintenance)	\$40,000	\$40,000	\$40,000
Total Dam Maintenance Expenses	\$575,000	\$502,000	\$1,177,600

LOWER BRUSHY CREEK WCID

FY 27 PROPOSED BUDGET

As of 8/31/26

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

Notes: LBC WCID funds to be used to Repair Principal Spillways of Sites 3, 10 and 30
 Funding request made by NRCS-Texas to NRCS-National for design funds for rehabilitation of Sites 25 and 29
 Applications submitted to USDA - NRCS for rehabilitation of Site 9, 13, 30 and 31
 Application submitted to TSSWCB for upgrade of Sites 9, 13, 30 and 31
 Application submitted to TSSWCB for structural repairs to Sites 6, 13, 17 and 24

LOWER BRUSHY CREEK WCID
FY 27 PROPOSED BUDGET
As of 8/31/26

Williamson Central Appraisal District
Tax Year 2026 Certified Appraisal Roll Information
As of July 16, 2026

Lower Brushy Creek WCID FY 27 Tax Rate		\$0.019173
	Total taxable value within Lower Brushy Creek WCID	Property Tax Revenue
Total Certified Taxable Assessed Valuation (100% Receivable)	\$9,620,235,543	\$1,844,488
Total Taxable Valuation still being evaluated by Williamson Central Appraisal Board Review (Estimated 75% Receivable)	\$276,704,852	\$39,789
Maximun Expected FY 27 Tax Revenue		\$1,884,277

Recommended

\$1,850,000

Consent Action Items:

6a. RTS Connect Contract

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made between the Lower Brushy Creek Water Control and Improvement District ("District") and RTS Connect LLC ("Consultant") for the rendering of professional communication consulting services related to the District, collectively referred to as ("Parties").

TERMS. This Contract is effective upon execution through September 31, 2027. It may be renewed at the expiration of this Contract upon the written consent of both Parties. Either party may terminate this Contract at any time prior to its expiration upon thirty (30) days' advance written notice.

SCOPE. Consultant, by and through its employees and agents, agrees to act as consultant with respect to public and media relations, marketing strategy, consulting on transparency efforts, and messaging related to the District. The District and Consultant shall collaborate on and adjust specific Scope of Work and Deliverable details periodically (see below "General Scope of Work").

COMPLIANCE WITH LAWS. Consultant agrees to comply with all applicable laws and regulations.

PRICE. The District will pay to Consultant a retainer of \$1,200 (1,200 and No/100 Dollars) for each calendar month during the term of this Contract. The first such payment becomes due within ten (10) days following the execution of this agreement and subsequent payments are to become due on the first day of each month thereafter. Should, in Consultant's opinion, the District require activity outside the agreed upon Scope of Work, the District and Consultant shall negotiate the cost and scope of the additional work in advance. In the event this Contract is terminated prior to the expiration of its term as set forth in paragraph 1, the retainer shall be pro-rated as of the date of termination.

CONFIDENTIALITY. The information furnished by the District to Consultant shall be treated as confidential and Consultant shall not disclose such information to any other person except as is consistent with the scope of Consultant's services as contemplated herein or as the District may otherwise consent.

CONFLICTS OF INTEREST. By executing this Contract, the District recognizes that the representation of the District is not exclusive to the representation of other clients by Consultant. At the making of this Contract, Consultant warrants that no actual conflicts exist between the interests of the District and any other existing clients. To the extent that any conflict arises between the interests of the District and any other client or potential clients, both Parties agree that Consultant shall notify and consult with the District regarding any actual conflict that would, in the judgment of Consultant, affect his ability to discharge his obligations as consultant to the District. Upon such consultation and determination of the existence of an actual conflict regarding any other client, Consultant agrees to accord priority to the interests of the District and reject representation of any other party that would lead to a conflict unless the District consents in writing. Consultant, its employees and agents shall at all times maintain the highest ethical standards in the performance of the services hereunder for the District.

GOVERNANCE; WAIVER OF JURY. This Contract shall be governed by the laws of the State of Texas. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Contract. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived.

ENTIRE AGREEMENT. This Contract constitutes the entire Contract and understanding between the Parties, and any amendment thereto shall be in writing signed by both Parties.

BINDING EFFECT. This Contract shall be binding on and inure to the benefit of the Parties, their respective successors and assigns as allowed in this Contract. No other persons or entities may enforce this Contract or claim any benefits under this Contract except as allowed by this Contract. There are no oral agreements between the Parties hereto with respect to the subject matter hereof.

ASSIGNMENT. The Parties shall not assign this Contract or all or any part of its rights and obligations arising under this Contract except as allowed by this Contract.

NOTICE. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) business days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below; or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for the District, to: Attn: JAMES CLARNO, General Manager
Lower Brushy Creek Water Control and Improvement District
351 Exchange Blvd Ste #230
Hutto, Texas 78634

If intended for the RTS Connect, LLC: Attn: RICHARD STONE, Principal Consultant
RTS Connect, LLC
1306 Cecelia Street
Taylor, Texas 76574

INTERPRETATION. Regardless of which party prepared the initial draft of this Contract, this Contract shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

APPLICABLE LAW. This Contract is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

SEVERABILITY. In the event any provisions of this Contract are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Contract shall not be affected. It is also the intention of the Parties of this Contract that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Contract which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

PARAGRAPH HEADINGS. The paragraph headings contained in this Contract are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

NO THIRD-PARTY BENEFICIARIES. This Contract is not intended to confer any rights, privileges or causes of action upon any third-party.

NO JOINT VENTURE. It is acknowledged and agreed by the Parties that the terms of this Contract are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.

COUNTERPARTS. The Parties agree that this Contract may be executed in multiple counterparts which, taken together, shall form the Contractual agreement of the Parties.

AUTHORITY. The person signing this Contract warrants that he is authorized to sign this Contract on behalf of the respective signatory.

GENERAL SCOPE OF WORK

Establish a reputation for transparency (media relations).

Place articles in local media, on the District's website and on social media that detail routine District business including time and place of all District meetings; items to be discussed/action to be contemplated; report the results of District meetings; promote District board elections; detail budgets; and announce budget hearings.

Deliverables:

Place agendas, agenda packets, meeting announcements, budgets, budget explainers, and articles detailing the result of meeting action items on the District's website, linked to the District's social media channels. Submit press releases as needed to local press (Taylor Press and KRXT). Submit budget explainer press release to same. Increase website content by adding tabs and maps for each of the sites.

Tell the District's story (public relations).

Show how the district is spending tax dollars; illustrate how tax revenue is leveraged for grant funding; create high profile events around board elections, check presentations, ribbon cuttings for completed projects. Take the Story on the road to government, civic club and chamber meetings, at local business expos, festivals and anywhere else the District can capture attention and increase visibility.

Deliverables:

- Prepare print advertising, videos, brochures and other collateral as needed.
- Plan and execute one high profile event each year.
- Oversee production of required assets (video, photography, map enlargements, printed media, etc.) for use online and in person, and monitor the overhaul of the District's website for a more satisfactory user experience.

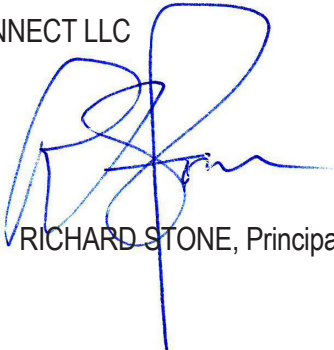
AGREED AND ACCEPTED:
LOWER BRUSHY CREEK WCID

By: JAMES CLARNO, General Manager

Date:

and

RTS CONNECT LLC

By:  RICHARD STONE, Principal Consultant

Date: Aug. 31, 2026

2026-27 MARKETING ADDENDUM

This Addendum is made between the Lower Brushy Creek Water Control and Improvement District ("District") and RTS Connect LLC ("Consultant") for management of the marketing partnership between the District and KRXT-FM, a local radio station.

Manage relationship

This includes, but is not limited to, ad production, placement, and monthly auditing traffic reports and invoicing to ensure that the District is charged appropriately and is represented with professionalism and discretion.

Advertising production

Duties include, but are not limited to, retention of voice talent, drafting and approval of radio copy, production of radio spots, placement with marketing Partner.

Deliverables/invoicing:

- District shall pay \$150.00 (150 dollars and no/100) per month for 12 months beginning Oct. 1, 2026, for managing this relationship.
- In addition, District shall pay Consultant copy writing services of \$50 (50 dollars and no/100) for each commercial that is aired.
- The District shall pay voice talent upon presentation of invoices approved by Consultant.
- The District shall pay radio station invoices within 15 days after approval by Consultant.

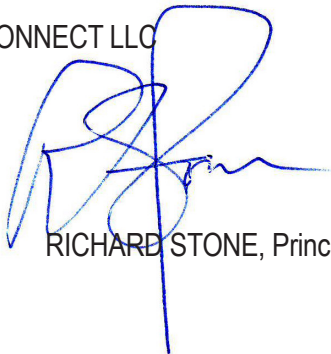
AGREED AND ACCEPTED:
LOWER BRUSHY CREEK WCID

By: JAMES CLARNO, General Manager

Date:

and

RTS CONNECT LLC



By: RICHARD STONE, Principal Consultant

Date: Aug. 31, 2026

Consent Action Items:

6b. Bott & Douthitt Agreement

BOOKKEEPING SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Bookkeeping Services Agreement (this “Contract”) is made and entered into effective October 1, 2026 (the “Effective Date”), by and between Lower Brushy Creek Water Control and Improvement District, a utility district operating pursuant to Chapter 51 of the Texas Water Code (the “District”), and Bott & Douthitt, PLLC, a Texas professional limited liability company (the “Bookkeeper”), for the purposes and consideration hereinafter set forth.

RECITALS

The District provides erosion and flood control to residents and customers of the District. The District desires to engage the services of Bott & Douthitt, P.L.L.C. as the bookkeeper for the District.

Therefore, for and in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, the District and Bookkeeper agree as follows:

AGREEMENTS

Section 1. Appointment. The District appoints Bookkeeper as bookkeeper for the District and Bookkeeper accepts such position, all on the terms and conditions set forth in this Contract.

Section 2. Term. Unless this Contract is sooner terminated as hereinafter provided, Bookkeeper will serve as bookkeeper of the District during the term described below. Upon termination of this Contract, for any reason, Bookkeeper will immediately turn over to the District or its representative all books, records, checkbooks, funds and other property of the District. Computer records relating to the District, including those relating to the District’s accounts, connections, financial records, equipment and customers, are District property, and Bookkeeper will provide such records to the District on a disk or by transferring all records that are maintained on computer via computer, in a format that will allow the computer records to be accessed and duplicated by computer.

Section 2.01. Term. The initial term of this Contract will commence on the Effective Date and end September 30, 2028 (the “Initial Term”).

Section 2.02. Termination for Cause. Either party (the “Terminating Party”) may terminate this Contract for a material breach or for failure to perform to the standards set forth in this Contract (a “Default”) by the other party (the “Defaulting Party”), provided that the Terminating Party first gives written notice of such breach or failure to perform to the Defaulting Party and extends to that party 30 days from the date of the notice to cure the breach or correct the failure. If the Defaulting Party fails to cure the Default to the satisfaction of the Terminating Party, in the Terminating Party’s sole and absolute discretion, this Contract will terminate at the end of the 30-day cure period. The foregoing notwithstanding, in the event of gross negligence or fraud in the performance of Bookkeeper’s duties, the District may terminate this Contract by delivery of written notice to Bookkeeper, and the termination will be effective immediately upon delivery of such notice.

Section 2.03. Termination Without Cause. Anything in this Contract to the contrary notwithstanding, this Contract may be terminated by the District by delivery

of at least 60 days' written notice to Bookkeeper or may be terminated by Bookkeeper by delivery of 90 days' written notice to the District.

Section 2.04. Payment in the Event of Early Termination. In the event of early termination of this Contract, the District will compensate Bookkeeper pursuant to this Contract up to the date of termination (pro rated for less than a full month, if necessary) and will pay any unpaid expenses due to Bookkeeper pursuant to this Contract.

Section 3. Compensation. As compensation for the services specified in Section 4 to be rendered by Bookkeeper under this Contract ("Basic Duties and Responsibilities"), Bookkeeper will receive the sums specified below:

Section 3.01. Bookkeeper will receive an amount not to exceed \$2,500 per month. Once bonds are issued the monthly fee will increase by \$400.

Section 3.02. If Bookkeeper is requested by the Board to have a representative meetings, including special Board meetings, subcommittee meetings, or consultant meetings, attendance at such meetings will be billed at Bookkeeper's standard hourly rates, attached as Exhibit "A".

Section 3.03. Any additional compensation for services not included in the Basic Duties and Responsibilities ("Additional Services") will be billed by Bookkeeper as a separate line item on Bookkeeper's invoice and will be billed at Bookkeeper's standard hourly rates attached as Exhibit "A". Any Additional Services invoiced will only be payable if the Additional Services have been approved in advance. All invoices for services must be submitted to the District no later than by the 10th of each month. All invoices which are timely presented will, unless in dispute, be paid within 30 days; however, in the event of a bona-fide dispute over an invoice, the District will have the right to withhold payment of the disputed portion of the invoice, subject to the requirements of Section 2251.002 Texas Government Code.

Section 4. Basic Duties and Responsibilities.

Section 4.01. Bookkeeping.

(A) Provide posting of all receipts and disbursements, review invoices and prepare check vouchers for payment of accounts payable, in accordance with generally accepted accounting procedures and the District auditor's recommendations.

(B) Provide processing of payroll and all related items.

(C) Provide accounting for all transactions involving the District's General, Capital Project and Debt Service Funds in accordance with generally accepted accounting principles, Texas Commission on Environmental Quality or other State authority's requirements, and the requirements of all applicable bond covenants.

Section 4.02. Financial.

(A) Management of Funds.

(1) Properly deposit all District funds in the District's accounts daily, without offset or counterclaim.

(2) If requested, provide a bonded employee to serve as the District Investment Officer, provide for and monitor the investment of all District funds as directed by the Board, and in compliance with the District's established investment policy and fund management strategy, and monitor the collateralization and/or insurance of all such funds as required by Board policy and state law.

(3) Coordinate and monitor District finances, including performing monthly reconciliation of District bank statements for each of the District's accounts, establishment of new accounts, updating of signature cards and segregation of funds as required. All account statements must be reviewed and reconciled within 30 days of the date of the statement.

(4) Review invoices for accuracy and to avoid late payment penalties, and resolve all disputed invoices received by the District.

(B) Reports.

(1) Provide monthly financial statements prepared in accordance with generally accepted accounting principles, in a format approved by the Board, which will include:

(i) Expenses of the District;

(ii) Revenues of the District;

(iii) Account balances;

(iv) Billings, receivables and delinquencies, if applicable;

(2) Provide copies of all reports and correspondence prepared by or directed to be prepared by Bookkeeper, or on behalf of the District relative to or from local, state or federal regulatory agencies on behalf of the District;

(3) Provide a written summary of activities;

(4) Prepare and mail any required, routine Internal Revenue Service Reporting forms.

(C) Bond Financing. Coordinate with the Board and the District's advisors in connection with the preparation of bond applications and related reports and in marketing and selling the District's bonds. Coordinate and process payments due on the District's bonds.

(D) Budget Process. Prior to the expiration of each fiscal year, assist in preparation of annual budget proposals for review and approval by the Board. Monitor annual budget over the course of each fiscal year, prepare and furnish to the Board monthly comparison of budgeted to actual expenditures and revenues, and make recommendations to the Board on appropriate budget revisions.

(E) Tax Process.

(1) Coordinate tax establishment procedures.

(2) Coordinate with the District's Tax Assessor-Collector and the appropriate Appraisal District for tax assessment and collection; maintain tax account records; provide reports on the status of tax collection within the District and any delinquent accounts.

(F) Audit Process.

(1) Coordinate with the District's auditor to assist in the auditor's preparation of reports, schedules and other data as necessary, and cooperate with the District's auditor in connection with the preparation of the District's annual audit, including providing records and all other information relating to the District's accounts as may be necessary in connection with such audit. Any additional reports, schedules or other data required to be prepared by Bookkeeper in connection with the audit will be subject to additional compensation as specified in Section 3.03. Provide, if necessary, a written response to the auditor's annual management letter, and use best efforts to comply with the recommendations set forth in such letter.

Section 5. Insurance.

Section 5.01. Bookkeeper will, at its sole expense, purchase and maintain in effect, at all times during the term of this Contract, insurance coverage with limits not less than those specified below, with insurers licensed to do business in the State of Texas:

(A) Workers Compensation/ Employer's Liability	Statutory amounts as prescribed by law
(B) Commercial General Liability (occurrence basis)	\$1,000,000 (per occurrence) \$2,000,000(aggregate) \$1,000,000 (products/completed operations aggregate)
(C) Vehicle Liability (occurrence basis), which policy must include liability arising out of the operation of owned, hired, and non-owned vehicles	\$1,000,000 (combined single limit)
(D) Commercial Crime (covers theft of District property by Bookkeeper's employees)	\$2,000,000

(E)	Cyber Liability	\$500,000 (aggregate)
(F)	Excess/Umbrella Liability (above the actual amounts carried by Bookkeeper for the policies described in (A) (with respect to Employer's Liability), (B), (C), and (D) above)	\$1,000,000 (per occurrence)

Section 5.02. Certificates of insurance, naming the District (i) as an additional loss payee under the Commercial Crime insurance policy and (ii) as an additional insured under all other insurance policies other than the Workers Compensation policy, must be furnished to the District contemporaneously with Bookkeeper's execution hereof and thereafter promptly upon annual renewal and the request of the District. Each policy of insurance must provide that the District will be notified in writing (x) at least 30 days prior to any cancellation/termination (other than for non-payment of premium), change, or non-renewal; and (y) at least ten days prior to any cancellation/termination for non-payment of premium.

Section 5.03. If the District suffers a loss by reason of Bookkeeper's employee dishonesty, Bookkeeper will, at the election of the District, either (i) promptly reimburse the District for the entire amount of such loss; or (ii) file and thereafter diligently prosecute a claim under its Commercial Crime insurance policy for recovery of such loss. If the District elects to seek recovery for any loss under Bookkeeper's Commercial Crime insurance policy, Bookkeeper will (i) promptly upon settlement of the claim, remit all insurance proceeds to the District, and (ii) reimburse the District for any portion of the loss not recovered.

Section 5.04. None of the requirements of this Contract with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Bookkeeper under this Contract or with respect to the services provided by Bookkeeper pursuant to this Contract.

Section 6. Expenses. Except as otherwise expressly provided herein, Bookkeeper will provide, at its expense, all labor, materials, equipment, transportation, and other facilities reasonably necessary for the proper execution of Bookkeeper's Basic Duties and Responsibilities under this Contract. Where this Contract expressly provides for any expense incurred hereunder to be borne by the District, the actual cost of supplies and materials and specialized equipment rental to be consumed in connection with and necessary for the performance of Bookkeeper's duties hereunder will be invoiced to the District, and will be paid by the District.

Section 7. Indemnity.

Section 7.01. Bookkeeper's Indemnity. Bookkeeper will indemnify the District from all claims, losses, expenses, and liabilities arising out of damage to property or injury to or death of persons (including the property and persons of the parties hereto and their agents, servants, contractors, and employees), or loss of use of property, loss of revenue, or other economic losses arising out of or occasioned by or in connection with the negligence or willful act or omission of Bookkeeper or Bookkeeper's agents, servants, employees, and contractors.

Section 8. Miscellaneous.

Section 8.01. Status as Independent Contractor; Personnel. Bookkeeper is retained as and will continue in the capacity of an independent contractor. Bookkeeper will be responsible for hiring and compensating any personnel it deems necessary to carry out its duties under this Contract, and to be responsible for collecting and remitting all applicable FICA and income tax withholding based upon any sums paid to Bookkeeper or its personnel.

Section 8.02. Assignment. Neither the District nor Bookkeeper may assign this Contract or any portion thereof without receiving the prior written consent of the other party.

Section 8.03. Notices. All notices allowed or required to be given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this Contract. Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this Contract will commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee will be conclusive evidence of such receipt.

Section 8.04. Amendments. No subsequent alteration, amendment, change, deletion, or addition to this Contract will be binding upon the District or Bookkeeper unless made in writing and signed by both Bookkeeper and the District.

Section 8.05. Subcontracting. Bookkeeper may not subcontract any services performed under this Contract without the prior, written approval of the District.

Section 8.06. Applicable Law; Place of Performance. This Contract will be construed under and in accordance with the laws of the State of Texas. All of the obligations contained in this Contract are performable in Williamson County, Texas.

Section 8.07. Entire Agreement. This Contract constitutes the entire agreement of the parties and, upon the Effective Date, supersedes all prior agreements and understandings between Bookkeeper and the District.

Section 8.08. No Waiver. No consent or waiver, expressed or implied, to or of any default of any covenant or provision hereof by any party will be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

Section 8.09. Severability. If any provision of this Contract is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Contract not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Contract that is illegal, invalid, or unenforceable, there be added as a part of this Contract a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable.

Section 8.10. Attorney's Fees. Any party to this Contract who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Contract or the subject matter hereof will be additionally entitled to recover court costs and reasonable attorney's fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the non-prevailing party.

(including reasonable attorney's fees in accordance with Section 271.159, Texas Local Government Code).

Section 8.11. Counterparts. This Contract may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 8.12. Authority. Each party represents and warrants that it has the full right, power, and authority to execute this Contract and all related documents. Each person executing this instrument on behalf of a party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective party.

Section 8.13. Required Statutory Provisions Addendum. The Required Statutory Provisions Addendum attached as **Exhibit "B"** is hereby incorporated into this Contract by reference.

* * *

[signature page follows]

**SIGNATURE PAGE TO
BOOKKEEPING SERVICES AGREEMENT**

**UPPER BRUSH CREEK WATER CONTROL
AND IMPROVEMENT DISTRICT**

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

Address: 351 Exchange Blvd.
Hutto, TX
78634

Sue Lilly
District Clerk

BOTT & DOUTHITT, P.L.L.C.

By: _____
Allen Douthitt
Manager

Address: P.O. Box 2445
Round Rock, Texas 78680

EXHIBIT "A"
RATE SCHEDULE

Manager/Partner	\$275/hour
Bookkeeping Staff	\$85 -\$175/hour

EXHIBIT “B”
STATUTORY PROVISIONS ADDENDUM

This Contract Addendum (“Addendum”) is incorporated into the Bookkeeping Services Agreement dated April 21, 2022 (the “Contract”) between Bott & Douthitt, PLLC (“Contractor”) and Upper Brushy Creek WCID (the “District”). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. Interested Parties. Contractor acknowledges that Texas Government Code Section 2252.908 (as amended, “Section 2252.908”) requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Contractor confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission (“TEC”); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Contractor executes and submits the Contract to the District. Form 1295s are available on the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Contractor’s compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. Conflicts of Interest. Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, “Chapter 176”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, “Chapter 2271”), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Contractor.

4. Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, “Subchapter F”), Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “Comptroller”) described within Subchapter F and posted on the Comptroller’s internet website at:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Contractor understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Contractor.

5. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, *Texas Government Code*.

Consent Action Items:

6c.i. Professional Services Agreement/Change Order No. 1

K. Friese/Egis



**LOWER BRUSHY CREEK WCID
Professional Service Agreement
Modification/Change Order No. 1**

Date: August 24, 2026
Contract Number: Professional Service Agreement
Project: #KFA000957
Location: Williamson County, Texas

BACKGROUND

The OWNER and the CONSULTANT entered into a Contract for Professional Services on October 1, 2023, and

The OWNER and the CONSULTANT acknowledge and agree that the legal name of the CONSULTANT identified in the originally executed Professional Service Agreement shall be revised to reflect the CONSULTANT's corporate succession. K Friese + Associates, LLC was acquired by HW Lochner, Inc., and HW Lochner, Inc. was subsequently acquired by Egis USA, Inc. Accordingly, references to the CONSULTANT under the Professional Service Agreement shall mean and refer to Egis USA, Inc., as successor in interest, unless otherwise expressly stated.

DESCRIPTION OF CONTRACT MODIFICATION

1. Revise the consultant legal name throughout the Professional Service Agreement from "K Friese + Associates, LLC", "K Friese & Associates, LLC", and "KFA" to "Egis USA, Inc."
2. Revise the introductory agreement paragraph to identify Egis USA, Inc. as the CONSULTANT and successor in interest.
3. Revise Section 2, Scope of Services, so services are provided by Egis USA, Inc.
4. Revise Section 3, Compensation, so compensation is paid to Egis USA, Inc.
5. Revise Section 4, Delay of Services, so references to KFA's services refer to Egis USA, Inc.'s services.
6. Revise the signature block company name from K Friese & Associates, LLC to Egis USA, Inc.
7. Revise Terms and Conditions Sections 5 through 10 to replace KFA with Egis USA, Inc. where applicable.
8. Revise Attachment A and Attachment B headings, references, and billing-rate materials to reflect Egis USA, Inc. as the consultant.

APPROVAL AND EXECUTION OF MODIFICATION/CHANGE ORDER NO. 1

Egis USA, Inc. (Consultant)

Signature:  Date: 8-31-26

Name/Title: Charlotte Maddox, National Water & Environmental Practice Leader - VP

Lower Brushy Creek WCID (Owner)

Signature: _____ Date: _____

Name/Title: James R. Clarno, P.E. General Manager



**LOWER BRUSHY CREEK WCID
Professional Service Agreement
Modification/Change Order No. 1**

COMPLETE REPLACEMENT OF DESIGNATED CONTRACT SECTIONS

Introductory Agreement Paragraph

This Agreement, made and entered into October 1, 2023, by and between Egis USA, Inc., as successor in interest to K Friese + Associates, LLC, and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

2 Scope of Services to be Provided by Egis USA, Inc.

This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until September 30, 2027 or is terminated or extended as provided herein.

3 Compensation to be Paid to Egis USA, Inc.

The compensation to be paid to Egis USA, Inc. for providing the requested services shall be based on the unit cost/time charges identified in Attachment B, plus reimbursable costs, subject to the terms of this Agreement.

4. Delay of Egis USA, Inc. Services

If Egis USA, Inc.'s services under this Agreement are delayed for any reasons beyond Egis USA, Inc.'s control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date, the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

Terms and Conditions Revisions

5. Compensation

It is understood and agreed that Egis USA, Inc. services under this Agreement are limited to those described in Item 2 and Attachment A, if applicable, and do not include participation in or control over the operation of any aspect of the project. The scope of services under this Agreement will not change without the written consent of Egis USA, Inc., and if the scope of services increases, the compensation payable to Egis USA, Inc. shall be equitably increased as well.

6. Invoice Procedure and Payment

Egis USA, Inc. shall submit invoices to the Client for work accomplished during each calendar month. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs apply, any charges for Professional Associates, and reimbursable costs. Egis USA, Inc. reserves the right to suspend services on the Client's project without notice, and/or to terminate this Agreement, if an invoice remains unpaid forty-five (45) days after the date of invoice.

7. Cost Estimates

Client hereby acknowledges that Egis USA, Inc. cannot warrant that any cost estimates provided by Egis USA, Inc. will not vary from actual costs incurred by the Client.

8. Limit of Liability

The limit of liability of Egis USA, Inc. to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement, and in no event will Egis USA, Inc. be liable to Client for any punitive, special, incidental, or consequential damages.

9. Construction Services

If professional services are provided during the construction phase of the project, Egis USA, Inc. shall not be responsible for or have control over means, methods, techniques, sequences, procedures, safety precautions, or programs in connection with the Work; nor shall Egis USA, Inc. be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or to comply with applicable laws, ordinances, rules, or regulations.



10. Insurance

Egis USA, Inc. shall at all times carry Workers Compensation Insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that Egis USA, Inc. is named as an additional insured on insurance coverage provided by contractors on the project.

Attachment A – Scope of Services

All references in Attachment A to K Friese + Associates, LLC, K Friese & Associates, LLC, KFA, or Engineer shall be revised to refer to Egis USA, Inc., as successor in interest, while preserving the existing scope of services for maintenance management support, policy and permitting review support, and capital improvement projects support.

Attachment B – Fee Schedule

Attachment B shall be revised to identify the billing rates as Egis USA, Inc. billing rates. Personnel labor, reimbursable costs, mileage, and any special equipment charges shall continue to be administered in accordance with the existing Attachment B terms unless otherwise amended in writing by both parties.



**LOWER BRUSHY CREEK WCID
Professional Service Agreement
Modification/Change Order No. 1**

Date: August 24, 2026
Contract Number: Professional Service Agreement
Project: #KFA000957
Location: Williamson County, Texas

BACKGROUND

The OWNER and the CONSULTANT entered into a Contract for Professional Services on October 1, 2023, and

The OWNER and the CONSULTANT acknowledge and agree that the legal name of the CONSULTANT identified in the originally executed Professional Service Agreement shall be revised to reflect the CONSULTANT's corporate succession. K Friese + Associates, LLC was acquired by HW Lochner, Inc., and HW Lochner, Inc. was subsequently acquired by Egis USA, Inc. Accordingly, references to the CONSULTANT under the Professional Service Agreement shall mean and refer to Egis USA, Inc., as successor in interest, unless otherwise expressly stated.

DESCRIPTION OF CONTRACT MODIFICATION

1. Revise the consultant legal name throughout the Professional Service Agreement from "K Friese + Associates, LLC", "K Friese & Associates, LLC", and "KFA" to "Egis USA, Inc."
2. Revise the introductory agreement paragraph to identify Egis USA, Inc. as the CONSULTANT and successor in interest.
3. Revise Section 2, Scope of Services, so services are provided by Egis USA, Inc.
4. Revise Section 3, Compensation, so compensation is paid to Egis USA, Inc.
5. Revise Section 4, Delay of Services, so references to KFA's services refer to Egis USA, Inc.'s services.
6. Revise the signature block company name from K Friese & Associates, LLC to Egis USA, Inc.
7. Revise Terms and Conditions Sections 5 through 10 to replace KFA with Egis USA, Inc. where applicable.
8. Revise Attachment A and Attachment B headings, references, and billing-rate materials to reflect Egis USA, Inc. as the consultant.

APPROVAL AND EXECUTION OF MODIFICATION/CHANGE ORDER NO. 1

Egis USA, Inc. (Consultant)

Signature:  Date: 8-31-26

Name/Title: Charlotte Maddox, National Water & Environmental Practice Leader - VP

Lower Brushy Creek WCID (Owner)

Signature: _____ Date: _____

Name/Title: James R. Clamo, P.E. General Manager



**LOWER BRUSHY CREEK WCID
Professional Service Agreement
Modification/Change Order No. 1**

COMPLETE REPLACEMENT OF DESIGNATED CONTRACT SECTIONS

Introductory Agreement Paragraph

This Agreement, made and entered into October 1, 2023, by and between Egis USA, Inc., as successor in interest to K Frieze + Associates, LLC, and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

2 Scope of Services to be Provided by Egis USA, Inc.

This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until September 30, 2027 or is terminated or extended as provided herein.

3 Compensation to be Paid to Egis USA, Inc.

The compensation to be paid to Egis USA, Inc. for providing the requested services shall be based on the unit cost/time charges identified in Attachment B, plus reimbursable costs, subject to the terms of this Agreement.

4. Delay of Egis USA, Inc. Services

If Egis USA, Inc.'s services under this Agreement are delayed for any reasons beyond Egis USA, Inc.'s control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date, the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

Terms and Conditions Revisions

5. Compensation

It is understood and agreed that Egis USA, Inc. services under this Agreement are limited to those described in Item 2 and Attachment A, if applicable, and do not include participation in or control over the operation of any aspect of the project. The scope of services under this Agreement will not change without the written consent of Egis USA, Inc., and if the scope of services increases, the compensation payable to Egis USA, Inc. shall be equitably increased as well.

6. Invoice Procedure and Payment

Egis USA, Inc. shall submit invoices to the Client for work accomplished during each calendar month. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs apply, any charges for Professional Associates, and reimbursable costs. Egis USA, Inc. reserves the right to suspend services on the Client's project without notice, and/or to terminate this Agreement, if an invoice remains unpaid forty-five (45) days after the date of invoice.

7. Cost Estimates

Client hereby acknowledges that Egis USA, Inc. cannot warrant that any cost estimates provided by Egis USA, Inc. will not vary from actual costs incurred by the Client.

8. Limit of Liability

The limit of liability of Egis USA, Inc. to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement, and in no event will Egis USA, Inc. be liable to Client for any punitive, special, incidental, or consequential damages.

9. Construction Services

If professional services are provided during the construction phase of the project, Egis USA, Inc. shall not be responsible for or have control over means, methods, techniques, sequences, procedures, safety precautions, or programs in connection with the Work; nor shall Egis USA, Inc. be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or to comply with applicable laws, ordinances, rules, or regulations.



10. Insurance

Egis USA, Inc. shall at all times carry Workers Compensation Insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that Egis USA, Inc. is named as an additional insured on insurance coverage provided by contractors on the project.

Attachment A – Scope of Services

All references in Attachment A to K Friese + Associates, LLC, K Friese & Associates, LLC, KFA, or Engineer shall be revised to refer to Egis USA, Inc., as successor in interest, while preserving the existing scope of services for maintenance management support, policy and permitting review support, and capital improvement projects support.

Attachment B – Fee Schedule

Attachment B shall be revised to identify the billing rates as Egis USA, Inc. billing rates. Personnel labor, reimbursable costs, mileage, and any special equipment charges shall continue to be administered in accordance with the existing Attachment B terms unless otherwise amended in writing by both parties.

Consent Action Items:

6c.ii. Professional Services Agreement Amendment #3 for FY27

Egis USA, Inc.



Professional Service Agreement, Amendment # 3

PROJECT # KFA000957

Lower Brushy Creek

WCID Project:

LBCWCID GEC

This Amendment No.3 is made pursuant to the terms and conditions of the original Agreement for Professional Services dated October 1, 2023, by and between Egis USA, Inc. and Lower Brushy Creek WCID.

Under the Professional Service Agreement Lower Brushy Creek WCID has requested that Egis USA, Inc. perform engineering services to provide support with the management of easement encroachments, Capital Improvement Projects (CIP) management, and maintenance activities

SERVICES PROVIDED BY SUBCONSULTANT:

Refer to Exhibit A for details.

DELIVERABLES: Scope has been revised based on anticipated effort during the 2026-2027 period.
Refer to Exhibit A for scope details.

DURATION: This Agreement shall remain in effect until September 30, 2027, unless terminated as provided herein, or extended by mutual agreement in writing. This Agreement is subject in all respects to the Terms and Conditions attached hereto and incorporated herein by reference.

BUDGET: Hourly rates have been revised for the 2026-2027 period, and fees have been updated per revised scope with a not to exceed budget of \$23,545.00. Refer to Exhibit B for rates and fee details.

LOWER BRUSHY CREEK WCID

SIGNED: _____

TYPED NAME: James Clarno, P.E.

TITLE: General Manager

DATE: _____

EGIS USA, INC.

SIGNED:  _____

TYPED NAME: Charlotte Maddox, PMP, CFM

TITLE: National Water & Environmental Practice Leader - VP

DATE: 8-31-24

Attachments:

Exhibit A: Scope of Services

Exhibit B: Rates and Fees



EXHIBIT A

Scope of Services

Purpose

Egis USA, Inc. (Engineer) to provide support with the management of easement encroachments, Capital Improvement Projects (CIP) management, and maintenance activities for the dams within the Lower Brushy Creek Water Control and Improvement District.

1. Maintenance Management Support

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

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

2. Policy and Permitting Review Support

- Project Management/Administration
- District Board Meeting Attendance, as requested
- Regular meetings with District's General Manager, as needed or as requested.
- Engineer will support the District with the overall development review process, including permitting, construction field inspections, close out and acceptance of development encroachments.



- Engineer will support the District with the Manual on Encroachment and upkeep of any policy adjustments and revisions.
 - Easement boundaries and mapping
- As requested by or authorized by the District, the Engineer will respond and support other consultants and/or contractors with information and work within the Engineer's typical responsibilities for the District.
- GIS Support and coordination as requested by the District.

3. Capital Improvement Projects Support – Per Request

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



EXHIBIT B

Fee Schedule

Egis USA, Inc. Company Billing Rates:

Personnel labor will be billed at the following hourly rates:

Rate Category	Hourly Rates 2026-2027
Principal I	\$321.00
Principal II	\$338.00
Project Manager	\$271.00
Technical Advisor I	\$265.00
Technical Advisor II	\$277.00
Technical Advisor III	\$287.00
Senior Engineer I	\$219.00
Senior Engineer II	\$237.00
Senior Engineer III	\$254.00
Project Engineer I	\$175.00
Project Engineer II	\$192.00
Project Engineer III	\$203.00
Engineer-in-Training I	\$136.00
Engineer-in-Training II	\$147.00
Engineer-in-Training III	\$158.00
GIS Technician Entry	\$113.00
GIS Technician	\$158.00
Senior GIS Technician	\$181.00
CADD Technician Entry	\$102.00
CADD Technician	\$147.00
Senior CADD Technician	\$170.00
Contract Specialist	\$131.00
Administrative Assistant	\$91.00
Inspector III	\$158.00

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

Reimbursable Costs

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

Mileage

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



Fee Schedule

TASKS		Project Manager	Project Engineer I	Senior GIS Technician	Admin	Total Hours	Total Labor	Expenses	Total Fee
		\$254.00	\$175.00	\$181.00	\$131.00				
1	Task 1. MAINTENANCE MANAGEMENT SUPPORT								
	Meetings (Board & regular coordination meetings)	16	12		12	40	\$7,736.00	\$255.20	\$7,991.20
	Vegetation Control, Mowing, Repairs support	2	12	4		18	\$3,332.00	\$0.00	\$3,332.00
	Dam Inspections support	8	12			20	\$4,132.00	\$1,167.25	\$5,299.25
	TOTAL for Task 1	26	36	4		66	\$15,200.00	\$1,422.45	\$16,623.00
2	Task 2. PERMITTING REVIEW SUPPORT								
	Encroachment Inquiries, emails and meetings	2	4				\$1,208.00	\$0.00	\$1,208.00
	Permit application review support	4	8	4		16	\$3,140.00	\$0.00	\$3,140.00
	TOTAL for Task 2	6	12	4		22	\$4,348.00	\$0.00	\$4,348.00
3	Task 3. CAPITAL IMPROVEMENTS PROJECTS SUPPORT								
	Capital Improvement Projects Support & coordination	6	6			12	\$2,574.00	\$0.00	\$2,574.00
	TOTAL for Task 3	6	6	0		12	\$2,574.00	\$0.00	\$2,574.00
	TOTAL	38	54	8		100	\$ 22,122.00	\$ 1,422.45	\$23,545.00

Key Staff

Egis USA, Inc. Key Staff	Title / Category
Elias Potts, PE, CFM	Project Manager / Senior Engineer III
Amanda Elliott, EIT, CFM	Engineer-in-Training III / Project Engineer I
Matthew Stotts, GISP	Senior GIS Technician

Consent Action Items:

6d. Work Order No. 7 w/ M&E Consultants



WORK ORDER

Project Name: Lower Brushy Creek FRS O&M No. 2
Lower Brushy Creek Sites 9,10, 30, and 31

Work Order No.: 07

Date: 5/5/2026

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 9,10, 30, and 31. The O&M items consist of replacing slide gates, replacing trash rack and resurfacing the concrete inlet towers and exposed principal spillway conduits. 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. The cost for this task is \$4,134.
2. Prepare construction drawings for the removal and replacement of the slide gates and trash racks. The cost for this task is \$5,037.
3. Assemble the construction specifications, prepare the cost estimate and write the design report. The cost for this task is \$5,876.
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 \$6,085.
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 \$25,400. 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

Date: 5/5/2026

Lower Brushy Creek Representative

Date: _____

ENGINEERING SERVICES PLAN OF WORK

**O&M CONTRACT NO. 2 LOWER BRUSHY CREEK SITES 9, 10, 30, AND 31
DESIGN SERVICES COST PROPOSAL**

TASKS	LABOR											
	Project Manager	Civil Engineer III	Civil Engineer II	Civil Engineer I	Senior CET	CET III	CET II	Admin. Assist.	Labor Cost (\$)	Mileage	Travel & Equipment Cost (\$)	Total 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			12			12		\$3,988.74	200	\$145.00	\$4,133.74
Redesign Trash Rack & Develop Drawings	2	4				28			\$5,036.78		\$0.00	\$5,036.78
Prepare Specifications, Design Report, Cost Est.	2			30					\$5,875.50		\$0.00	\$5,875.50
Periodic Construction Inspection *				32					\$5,722.24	500	\$362.50	\$6,084.74
Project Administration	4							10	\$2,001.10		\$0.00	\$2,001.10
									\$0.00		\$0.00	\$0.00
Subtotal -	10	4	0	74	0	28	12	10	\$22,624.36	700	\$507.50	\$23,131.86
TOTAL W/10% CONTINGENCY												\$25,400.00

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.

Consent Action Items:

6e. Contract Agreement/Change Order No. 2 w/ TerraSol, LLC

LOWER BRUSHY CREEK WCID
FY 26 ANNUAL OPERATION, MAINTENANCE AND RELATED SERVICES
Modification/Change Order No. 2

Date: September 9, 2026
Contract Number: LBC- FY25-01
Location: Williamson County, Texas

BACKGROUND

The OWNER and the CONTRACTOR entered into a Contract for **FY 25 ANNUAL OPERATION, MAINTENANCE AND RELATED SERVICES** on September 9, 2024, and Modification/Change Order No 1 to replace the **FY 25 Schedule of Unit Prices** was approved on September 9, 2026.

Said Contract allows for an extension of the terms and conditions of said Contract for a second year if both parties agree upon an updated **Schedule for Unit Prices**, and

The OWNER and the CONTRACTOR have agreed to a 5% increase in the Unit Prices for FY 27.

DESCRIPTION OF MODIFICATION

1. Remove the **EY 26 Schedule for Unit prices** contained in the Contractor's bid and replace with the attached **FY 27 Schedule for Unit prices.**
2. The OWNER will compensate the CONTRACTOR using the FY 27 Schedule for any work performed during FY 27, and
3. The revised termination date for the contract will be September 30, 2027.

APPROVAL OF MODIFICATION/CHANGE ORDER No. 2

TerraSol, LLC (Contractor)

Signature

Date

Name/Title

Lower Brushy Creek WCID (Owner)

James R Clarno, P.E.
General Manager

Date

LOWER BRUSHY CREEK WCID
FY 25 ANNUAL OPERATION, MAINTENANCE AND RELATED SERVICES
Modification/Change Order No. 2

Item No	Work or Material	Quantity	Units	TerraSol LLC 1305 Sloan Street Taylor, TX 76574. FY 25 Unit Prices		TerraSol LLC 1305 Sloan Street Taylor, TX 76574 FY 26 Unit Prices		TerraSol LLC 1305 Sloan Street Taylor, TX 76574 FY27 Unit Prices	
				Unit Price	Total	Unit Price	Total	Proposed Unit Price	Total
01-01	TSSWCB Code 1.01C - Removal of undesirable vegetation (mowing or shredding)	400	Acres	\$60.90	\$24,360.00	\$63.95	\$25,578.00	\$67.14	\$26,856.90
01-03	TSSWCB Code 1.01A - Removal of small woody brush or other undesirable vegetation (spot spraying)	35	Acres	\$65.57	\$2,294.95	\$68.85	\$2,409.70	\$72.29	\$2,530.18
01-04 (a)	TSSWCB Code 1.05 - Herbicide application to establish desirable vegetative cover (excuding rip-rap)	300	Acres	\$77.46	\$23,238.00	\$81.33	\$24,399.90	\$85.40	\$25,619.90
01-04 (b)	TSSWCB Code 1.05 - Herbicide application to establish desirable vegetative cover (Rip-rap)	10	Each					\$1,000.00	\$10,000.00
01-05	TSSWCB Code 1.05 - Fertilizer application to establish desirable vegetative cover	300	Acres	\$109.95	\$32,985.00	\$115.45	\$34,634.25	\$121.22	\$36,365.96
01-06	Removal of debris on front slopes, repair soil erosion and other required work (allowance)	Various	As directed	Time & Material	\$25,000.00	Time & Material	\$25,000.00	Time & Material	\$25,000.00
Total Bid					\$107,877.95		\$112,021.85		\$126,372.94

Proposed unit price based on last years price plus 5%

Consent Action Items:

6f. Agreement with Performance Plus

LOWER BRUSHY CREEK WCID
FY 27 AGREEMENT FOR MAINTENANCE SERVICES
Modification/Change Order No. 1

Date: August 24, 2026
Contract Number: Maintenance Services – Performance Plus FY 2024
Location: Williamson County, Texas

BACKGROUND

The OWNER and the CONTRACTOR entered into a Contract for Maintenance Services on November 22, 2023, and

Said Contract allows for an extension of the terms and conditions of said Contract for an additional year if both parties agree upon an updated Schedule for Unit Prices, and

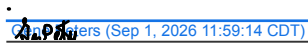
The OWNER and the CONTRACTOR have agreed the increase in the Unit Prices for FY 27 shown in the Exhibit A Fee Schedule table.

DESCRIPTION OF CONTRACT MODIFICATION

1. Replace the pages containing Sections 2.0(A), 5.0, 13.0, 20.0(2), and Exhibit A of the 2023 Maintenance Services Contract with the updated information provided below.
1. Exhibit A: Fee Schedule table was revised.
2. The OWNER will compensate the CONTRACTOR using the Exhibit A FY 27 Fee Schedule for any work performed during FY 27, and
3. Section 2.0: (A): The revised termination date for the contract will be September 30, 2027.
4. Section 5.0: The NTE amount will be revised to \$50,000.
5. Section 13.0: The LBCWCID office address will be revised to:
 - Lower Brushy Creek WCID
351 Exchange Blvd., Suite 230
Hutto, Texas 78634
6. Section 13.0: The email address for Districts representative will be revised to jim.clarno@lowerbrushycreekwcid.org.
7. Section 20.0 (2): Notice to District Address was revised to:
 - **Lower Brushy Creek WCID:**
Attention: General Manager
351 Exchange Blvd., Suite 230
Hutto, Texas 78634

APPROVAL AND EXECUTION OF MODIFICATION/CHANGE ORDER NO. 1

Performance Plus, Inc. (Contractor)



Signature

01/09/2026

Date

Name/Title

Lower Brushy Creek WCID (Owner)

James R. Clarno, P.E.
General Manager

Date

LOWER BRUSHY CREEK WCID
FY 27 AGREEMENT FOR MAINTENANCE SERVICES
Modification/Change Order No. 1

COMPLETE REPLACEMENT OF DESIGNATED CONTRACT SECTIONS

2.0 EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until September 30, 2027 or is terminated or extended as provided herein.

5.0 COSTS

In consideration for the deliverables and services, the District agrees to pay Performance Plus for actual time and materials for the goods and services set forth in Exhibit "A" and additional services as mutually agreed according to the rate schedule in Exhibit "A" not to exceed \$50,000.

13.0 DISTRICT'S REPRESENTATIVE

District hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

James R. Clarno, PE
General Manager
351 Exchange Blvd., Suite 230
Hutto, Texas 78634
(512) 517-7596
jim.clarno@lowerbrushycreekwcid.org

20.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Performance Plus:

Gene Peters
Rt 1 Box 41
Geary, OK 73040

Notice to District:

Lower Brushy Creek WCID:

Attention: General Manager
351 Exchange Blvd., Suite 230
Hutto, Texas 78634

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of the District and Performance Plus.

LOWER BRUSHY CREEK WCID
FY 27 AGREEMENT FOR MAINTENANCE SERVICES
 Modification/Change Order No. 1

EXHIBIT A

FEE SCHEDULE

Item	Work Item	Unit Price	
1	Operate, lube, and inspect drain valve	\$ 300.00	per each
2	Install Replacement 8" Valve	\$ 10,450	per each
3	Install Replacement 12" Valve	\$ 14,875	per each
4	Diver	\$ 75.00	per hour
5	Tender	\$ 35.00	per hour
6	Room and Board	\$ 1,475.00	per week
7	Mileage	\$ 0.76	per mile
8	Mileage with trailer	\$ 1.15	per mile
9	Purchase Materials	Cost of Material Plus 15% mark-up	

***Additional Services as required with prior written approval by the District**

Performance Plus Maintenance Services

Change Order No. 1- FY27[19]

Final Audit Report

2026-09-01

Created:	2026-09-01
By:	Sue Lilly (sue.lilly@lowerbrushycreekwcid.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQdeo1gdam7AeL_m0q6Gab1rdb7kXejbh

"Performance Plus Maintenance Services Change Order No. 1- FY27[19]" History

-  Document created by Sue Lilly (sue.lilly@lowerbrushycreekwcid.org)
2026-09-01 - 3:36:59 PM GMT
-  Document emailed to Gene Peters (petersgene60@yahoo.com) for signature
2026-09-01 - 3:37:04 PM GMT
-  Email viewed by Gene Peters (petersgene60@yahoo.com)
2026-09-01 - 4:56:26 PM GMT
-  Document e-signed by Gene Peters (petersgene60@yahoo.com)
Signature Date: 2026-09-01 - 4:59:14 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-09-01 - 4:59:14 PM GMT

Consent Action Items:

6g. Proposal from AWARE Sensing Technology



Lower Brushy Creek WCID - 5 units for Dams

Lower Brushy Creek WCID

351 Exchange Blvd, Suite 230
Hutto, TX 78634
United States

Jim Clarno

jim.clarno@lowerbrushycreekwcid.org
512-642-3129

Reference: AWS-203034907292

Quote created: June 3, 2026

Quote expires: October 30, 2026

Quote created by: Robert Levy

Vice President

robert.levy@awaremonitoringsystems.com

+17757812525

Comments from Robert Levy

Dear Jim,

Thank you for your interest in **AWARE Sensing Technology**. Below you will find the proposed solution(s) and the options we discussed.

At AWARE, we recognize the growing threat of **extreme weather events and flooding** that impact communities. Our customers rely on **timely alerts** and **actionable data** that provide confidence and security during critical situations.

By delivering **near real-time information**, our solution empowers **emergency management teams** to make the best possible decisions to protect lives and property.

We are committed to continuously advancing our technology in collaboration with our customers to address evolving environmental challenges.

We look forward to the opportunity to **earn your business**.

Products & Services

Item & Description	Part Number	Quantity	Unit Price	Total
Aware AF-130IV Node (AWA Cell), Camera, WLP w/Mount Node (AWA Cell), Camera, WLP w/Mount	AF-130IV	5	\$5,259.00	\$26,295.00
Safeware AF-SHIELD-MC-SP-SW AWARE Shield OS Software Mission Critical Small Proj AWARE Shield OS Software Mission Critical Small Proj, including public facing dashboard, all Williamson County USGS Gauges.	AF-SHIELD-MC-SP-SW	1	\$5,500.00	\$5,500.00
Aware AF-TB-HA-3 High Accuracy Rain Gauge High Accuracy Rain Gauge	AF-TB-HA-3	5	\$2,300.00	\$11,500.00
Aware AF-TB-BS Tipping Bucket Bird Spike Kit (HSA/TB333) Tipping Bucket Bird Spike Kit (HSA/TB333)	AF-TB-BS	5	\$152.00	\$760.00

Item & Description	Part Number	Quantity	Unit Price	Total
Aware AF-TB-PM Tipping Bucket Pole Mount (HSA/TB334) Tipping Bucket Pole Mount (HSA/TB334)	AF-TB-PM	5	\$235.00	\$1,175.00
Installation AWARE Flood Sensor - Consultation, assistance and training Assist agency with installation of sensors, provide training to agency for future installation of sensors on their own. 3 nights and 2 days onsite, including travel from North Carolina. AWARE will provide installation materials list to customer for their procurement.	AWA-INST	1	\$6,990.00	\$6,990.00
One-time subtotal				\$52,220.00
Shipping				\$195.00
Total				\$52,415.00

Purchase terms

SPECIAL TERMS AND CONDITIONS:

- Rock Charge: Is not included in this quote. Should any location require rock excavation, trenching or other activity to be provided by AWARE, and change order will be necessary.
- Brushy Creek WCID will provide installation materials from a list provided by AWARE

If you have any questions, or if you require further information, please do not hesitate to contact the originator of this quotation. A summary of the key specifications and performance characteristics of the product are available upon request.

Shipping: 90 days ARO

Make checks payable to: AWARE Monitoring Systems Inc. AR@awaremsi.com

Federal E.I.N: 99-1444232

PAYMENT IN US DOLLARS ONLY Please submit **sales tax exemption documentation** with your purchase order.

All purchases of **AWARE Monitoring Systems Inc.** sensors, equipment, software, and services are subject to our **standard Terms and Conditions**, incorporated herein by reference.

You may review our Terms and Conditions at:

<https://awaremonitoringsystems.com/terms-and-conditions/>

Your acceptance of these Terms and Conditions is required for order confirmation.

Acknowledgment

I hereby accept and acknowledge **AWARE Monitoring Systems Inc.'s** standard Terms and Conditions as referenced above.

Date: 6/3/26

Questions? Contact me



Robert Levy

Vice President

robert.levy@awaremonitoringsystems.com

+17757812525

AWARE Monitoring Systems

5325 Marshall Air Drive

Charlotte, NC 28217

United States

Consent Action Items:

6h. Contract with Arbizu Fencing and Construction LLC



Innovative approaches
Practical results
Outstanding service

10431 Morado Circle, Suite 300 | Austin, Texas 78759 | 512-617-3100

www.freese.com

August 31, 2026

Mr. Jose Arbizu
Arbizu Fencing & Construction LLC
124 Calvit St.
Hempstead, Texas 77445

Re: Lower Brushy Creek Water Control and Improvement District (WCID)
Project No. BK126109
Refencing of Site 9
Transmittal of Agreement for Contractor Execution

Dear Mr. Arbizu:

Arbizu Fencing & Construction LLC submitted the lowest responsive bid for the referenced project in the amount of \$46,830.00. The proposed award of the construction contract will be presented to the Board of Directors of the Lower Brushy Creek Water Control and Improvement District for consideration at its September 9, 2026 meeting.

In anticipation of the Board's consideration, and at the District's request, the proposed Agreement is enclosed for your review and execution. Please print and sign the Contract signature page and return a scanned copy by email, together with the other documents listed below. These will then be inserted electronically into the contract and final executed version will be sent out to the project team.

1. Agreement – Section 00 52 00, Signature Page: Complete the Contractor signature block, including the authorized representative's signature, printed name, title, and date.
2. Payment Bond: Provide an original payment bond in the full Contract Price of \$46,830.00, payable to the Lower Brushy Creek Water Control and Improvement District and issued by a corporate surety authorized to do business in Texas. The bond form is subject to approval by the District. Include the power of attorney for the surety representative signing the bond and affix the applicable corporate seals.
3. Certificates of Insurance: Provide certificates verifying that the required insurance coverage complies with Section 10.0 of the Agreement. Lower Brushy Creek Water Control and Improvement District and Freese and Nichols, Inc. must be identified as additional insureds where applicable. Include copies of the applicable additional-insured endorsements.
4. IRS Form W-9: Provide a completed and signed Form W-9 for Arbizu Fencing & Construction LLC.
5. Contractor Notice Information: Confirm the name, title, mailing address, email address, and telephone number of the Contractor's designated representative for notices under Section 18.0 of the Agreement.

6. Certificate of Interested Parties – Texas Ethics Commission Form 1295: Complete Form 1295 through the Texas Ethics Commission’s electronic filing system. Return the completed and signed form bearing the certification of filing number with the signed Agreement.

The original payment bond may be delivered or mailed to:

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

If the Board approves the award and the required contract, bonding, and insurance documents are accepted, the WCID will execute the Agreement and provide a fully executed electronic copy to the project team.

This letter does not authorize Arbizu Fencing & Construction LLC to begin work, order project-specific materials, or incur costs on behalf of the WCID. Written authorization to proceed will be issued separately after the Agreement has been fully executed and the required bond and insurance documents have been accepted.

If you need additional information or clarification in executing the document, please let us know.

Sincerely,

FREESE AND NICHOLS, INC.

Joshua Mata, PE
Project Manager

CC: Lower Brushy Creek Water Control and Improvement District: Jim Clarno

THE STATE OF TEXAS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

This Agreement, referred to herein as the “Agreement,” is made the 31st day of the month of August, 2026, by and between **Lower Brushy Creek Water Control and Improvement District**, whose offices are located at 351 Exchange Blvd. Suite 230, Hutto, TX 78634, referred to herein as “WCID,” and **Arbizu Fencing & Construction LLC**, whose offices are located at _124 Calvit St, Hempstead, TX 77445_, referred to herein as “Contractor”.

WITNESSTH:

THAT WHEREAS: in accordance with law, the WCID has Contract Documents and an Invitation to Bid, for and in connection with the **Refencing of Lower Brushy Creek Site 9** (the Work); and

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

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

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

1.0 DEFINITIONS

- A. **Agreement** means the binding legal contract between the WCID and whereby the WCID is obligated to buy specified services and Contractor is obligated to provide same. The Agreement includes the following: (a) WCID’s “Construction Contract Documents for Refencing of Site 9” (b) Contractor’s Response on Exhibit A; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto.

Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement.
- (2) Contractor’s Response on Exhibit A.
- (3) WCID’s “Construction Contract Documents for Refencing of Site 9.”

- B. **WCID** means the Lower Brushy Creek Water Control and Improvement District.

- C. **Effective Date** means the date upon which the binding signatures of both parties to this **Agreement** are affixed.
- D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.
- E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.
- F. **Contractor** means Arbizu Fencing & Construction, LLC, or any of its successors or assigns.

2.0 EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.
- B. The term of this Agreement shall be for **3 months** from the effective date hereof.
- C. The WCID reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

The WCID selected Contractor to supply the goods and/or services as outlined in “Construction Contract Documents for Refencing of Site 9”; and Response submitted by Contractor, as specified in **Exhibit “A” – Scope of Work and Bid Sheet** attached hereto and incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in these “Construction Contract Documents for Refencing of Site 9” and as offered by Contractor in its Response on Exhibit A.

The good and/or services which are the subject matter of this Agreement are described in Exhibit “A” and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.0 ITEMS AWARDED

Only if, as, and when needed by the WCID, the goods and/or services set forth herein are awarded to Contractor in accordance with bid items shown on the Bid Sheet of Exhibit “A.”

5.0 COSTS

- A. Only if, as, and when needed by the WCID, the bid costs listed on the Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Contractor. Contractor specifically acknowledges and agrees that the WCID is not obligated to use any estimated annual quantity of services.

- B. The WCID is authorized to pay Contractor for items listed in Exhibit "A," at the costs set forth in Exhibit "A," an amount not-to-exceed **forty-six thousand eight hundred thirty dollars and no/100 Dollars (\$46,830.00.00)**.

6.0 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Contractor.
- B. Description and quantity of items received; and
- C. Delivery dates.

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by WCID to Contractor will be made within thirty (30) days of the date the performance of the services under this Agreement are completed, or the date WCID receives a correct invoice for the services, whichever is later. Contractor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the WCID in the event:

- A. There is a bona fide dispute between the WCID and Contractor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. There is a bona fide dispute between Contractor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent the WCID from making a timely payment with federal funds; or

8.0 GRATUITIES AND BRIBES

WCID may, by written notice to Contractor, cancel this Agreement without incurring any liability to Contractor if it is determined by WCID that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Contractor or its agents or representatives to any WCID employee or elected representative with respect to the performance of this Agreement. In addition, Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

9.0 TAXES

WCID is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Contractor's charges.

10.0 INSURANCE

Contractor shall provide the following insurance before starting Work:

Workman's Compensation and Employer's Liability	Statutory
---	-----------

Comprehensive Automobile Liability	Bodily Injury \$250,000 each person \$500,000 each occurrence Property Damage \$250,000 each occurrence
Comprehensive General Liability	\$2,000,000 aggregate \$1,000,000 each occurrence

The Lower Brushy Creek WCID and Freese and Nichols, Inc. shall be listed as an additional insured in each of the above policies.

Workers' Compensation Insurance: By signing this Contract, Contractor certifies that it provides workers' compensation insurance coverage for all employees employed on this Project pursuant to Tex. Lab. Code Section 406.096(a). As required by Section 406.096(b), Contractor must require each Subcontractor to certify in writing to the Contractor that the Subcontractor provides workers' compensation insurance coverage for all of the employees it employs on this Project. Contractor must provide these certifications to the Owner within 10 days of the Effective Date of the Agreement.

11.0 WCID'S REPRESENTATIVE

WCID's hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Design Engineer and Construction Manager:
Freese and Nichols, Inc.
Joshua Mata, PE

12.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

13.0 DEFAULT

If Contractor abandons or defaults hereunder and is a cause of the WCID purchasing the specified services elsewhere, Contractor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Contractor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

14.0 TERMINATION AND SUSPENSION

- A. The WCID has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Contractor.
- B. In the event of any default by Contractor, the WCID has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Contractor.
- C. Contractor has the right to terminate this Agreement only for cause, in the event of material and substantial breach by the WCID, or by written mutual agreement to terminate.
- D. In the event the WCID terminates under subsections (A) or (B) of this section, the following shall apply: Upon the WCID's delivery of the referenced notice to Contractor, Contractor shall discontinue all services in connection with performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such termination notice, Contractor shall submit a statement showing in detail the goods and services satisfactorily performed hereunder to the date of termination. The WCID shall then pay Contractor that portion of the charges, if undisputed. The parties agree that Contractor is not entitled to compensation for good and/or services it would have performed under the remaining term of the Agreement except as provided herein.

15.0 INDEMNIFICATION

Contractor shall defend (at the option of the WCID), indemnify, and hold the WCID, its successors, assigns, employees and elected officials, and Freese and Nichols, Inc., harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Contractor, or Contractor's agents, employees or subcontractors, in the performance of Contractor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of the WCID or Contractor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

16.0 COMPLIANCE WITH LAWS

- A. Contractor, its agents, employees, and subcontractors shall use best efforts to comply with all federal, state, and local laws, ordinances, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- B. Chapter 2271, Texas Government Code, prohibits a governmental entity from entering into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- C. Chapter 2274, as added by SB 13 during the 87th Leg., Texas Government Code, prohibits a governmental entity from entering into a contract with a company for goods or services unless

the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing this Agreement on behalf of Contractor verifies Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract.

- D. Chapter 2274, as added by SB 19 during the 87th Leg., Texas Government Code, prohibits a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Contractor verifies Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

17.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet, or transfer any interest in this Agreement without prior written authorization of the other party.

18.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- A. When delivered personally to recipient's address as stated in this Agreement; or
- B. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Contractor:

[CONTACT INFORMATION]

Notice to WCID:

Lower Brushy Creek WCID
Attention: General Manager
351 Exchange Blvd. Suite 230
Hutto, TX 78634

AND TO:

Stefanie Albright
Bickerstaff Heath Delgado Acosta LLP
1601 S. MoPac Expressway
Austin, Texas 78746

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of the WCID and Contractor.

19.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

20.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Contractor and WCID. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the General Manager or WCID Board.

21.0 DISPUTE RESOLUTION

The WCID and Contractor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

22.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

23.0 MISCELLANEOUS PROVISIONS

Standard of Care. Contractor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Contractor understands and agrees that time is of the essence and that any failure of Contractor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Contractor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to the WCID due to Contractor's failure to perform in these circumstances, the WCID may pursue any remedy available without waiver of any of the WCID's additional legal rights or remedies.

Force Majeure. Neither the WCID nor Contractor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the WCID and Contractor have executed this Agreement on the dates indicated.

LOWER BRUSHY CREEK WCID

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

ATTEST:

By: _____
District Clerk

For WCID, Approved as to Form:

By: _____
Board Attorney

ARBIZU FENCING & CONSTRUCTION LLC

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

8. Order of 2026 Tax Rate

**AN ORDER OF THE BOARD OF DIRECTORS OF THE LOWER
BRUSHY CREEK WATER CONTROL IMPROVEMENT DISTRICT:
ADOPTING AND LEVYING A TAXE RATE FOR TAX YEAR 2026**

STATE OF TEXAS	§
	§
COUNTIES OF WILLIAMSON	§
AND MILAM	§

WHEREAS, it is necessary for the Board of Directors (“Board”) to fix a specific rate to be levied for the Tax Year 2026 based on the Lower Brushy Creek Water Control and Improvement District’s (“District”) tax rolls for 2026 which have been prepared by the Chief Appraiser of the Williamson Central Appraisal District, reviewed and certified by the Williamson County Appraisal Review Boards, and accepted by the District Board of Directors; and

WHEREAS, it is also necessary for the Board to levy and collect a tax for operations and maintenance purposes; and

WHEREAS, Texas Water Code § 49.107 authorizes the levy and collection of a tax for operations and maintenance; and

WHEREAS, Texas Water Code § 49.236, as amended provides that before the Board adopts an ad valorem tax rate for operation and maintenance purposes, the Board shall give proper notice of each meeting of the Board at which the adoption of a tax rate will be considered.

NOW, THEREFORE, IT IS ORDERED BY THE BOARD OF DIRECTORS OF THE LOWER BRUSHY CREEK WATER CONTROL IMPROVEMENT DISTRICT THAT:

Section 1: Findings of Fact. The preceding recitals are the true and correct legislative findings of the Board and are fully incorporated herein for all purposes.

Section 2: Operations and Maintenance Tax: There is hereby levied an operations and maintenance tax of \$ 0.019166 on each \$100.00 of taxable property within the District for the Tax Year 2026.

Section 3: Delinquent Taxes. The taxes hereby levied shall be delinquent after January 31, 2027.

Section 5: Open Meeting. The Board considered this Resolution during a duly noticed meeting that was open to the public, in compliance with Texas Government Code Chapter 551 and Texas Water Code Section 49.063.

Section 6. Effective Date. This Order shall be effective from and after its adoption.

PASSED AND APPROVED this 9th day of September 2026.

Edmond S. Komandosky, President
Board of Directors

ATTEST:

Laine Holman, Secretary
Board of Directors

(SEAL)

9. District Information Form/Notice to Purchaser

NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

The real property that you are about to purchase is located in the **Lower Brushy Creek Water Control and Improvement District** and may be subject to district taxes or assessments.

The district may, subject to voter approval, impose taxes or issue bonds. The district may impose an unlimited rate of tax in payment of such bonds. The current rate of the district property tax is \$0.019166 on each \$100 of assessed valuation.

The total amount of bonds payable wholly or partly from property taxes excluding refunding bonds that are separately approved by the voters, approved by the voters are \$0.00 for regional flood risk mitigation facilities. The aggregate initial principal amount of all such bonds issued are \$0.00 for regional flood risk mitigation facilities.

The district is located wholly or partly within the corporate boundaries and/or extraterritorial jurisdictions of the Cities of Copeland, Hutto, Taylor, Thrall, and Thorndale. These municipalities' corporate boundaries may overlap the district, but they may not provide duplicate services or improvements. Property located in the corporate boundaries of municipalities and the district are subject to taxation by both the municipality and the district.

The purpose of the district is to provide regional flood control facilities and services across the Lower Brushy Creek watershed. The cost of district facilities is not included in the purchase price of your property.

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property or at closing of purchase of the real property.

Date

Seller

Date

Purchaser

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2024 by

_____.

(SEAL)

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Purchaser
Address

Rev: 09/09/2026