

## NOTICE OF MEETING

## LAKE MCQUEENEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

The Board of Directors of Lake McQueeney Water Control and Improvement District No. 1 will hold a regular meeting within the boundaries of the district on **Tuesday, July 14, 2020, at 2:00 p.m.**, at Lake Breeze Ski Lodge, 225 Ski Lodge Rd., McQueeney, TX 78123. If in the event, as a result of the current COVID-19 virus epidemic emergency, the convening at one location of a quorum of the Board is difficult or impossible, or the number of participants gathered in one location is limited by state or local order, the Board may conduct this meeting by teleconference\* at **Telephone Number: (877-402-9753), Access Code (7731329)**, to discuss and, if appropriate, act upon the following items:

1. Operations and service requirements relating to COVID-19 epidemic.
2. Public comment. \*\*
3. Review and discuss correspondence received by the District.
4. Election matters, including:
  - a. overview of election process;
  - b. approve contract for election services with Guadalupe County;
  - c. authorize posting of Notice of Deadline to File Declarations for Write-In Candidacy;
  - d. Resolution Adopting Voting System and authorize posting of the early voting roster;
  - e. adopt Resolution Designating an Agent of the Secretary of the Board of Directors; and
  - f. authorize Notice of Election.
5. Approve minutes.
6. Financial and bookkeeping matters, including finance committee report.
7. Update from Engineering Committee.
8. Approve bond engineering report.
9. Discuss matters related to Guadalupe-Blanco River Authority, including:
  - a. receive report from Inter-Governmental Relations Committee;
  - b. presentation from District financial advisor regarding financing of the dam repairs;
  - c. discuss County participation in the dam repair project and authorize appropriate action; and
  - d. correspondence from members of the Texas legislative delegation.
10. Adopt Resolution Approving a Memorandum of Understanding between the Guadalupe-Blanco River Authority and the District.
11. Convene in Executive Session.\*\*\*
12. Reconvene in Open Session and authorize any appropriate action.

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's attorney at (713) 860-6400 at least three business days prior to the meeting so that appropriate arrangements can be made.

RECEIVED  
 2020 JUL -9 AM 10:08  
 COUNTY CLERK, GUADALUPE COUNTY  
 Guadalupe County

\*\*\*\*\*

## AVISO DE ASAMBLEA

### DISTRITO DE CONTROL Y MEJORAS DE AGUA NRO. 1 DE LAKE MCQUEENEY

La Junta Directiva del Distrito de Control y Mejoras de Agua Nro. 1 de Lake McQueeney realizará una asamblea ordinaria dentro de los límites del distrito el **martes 14 de julio de 2020 a las 2:00 p.m.** en Lake Breeze Ski Lodge, 225 Ski Lodge Rd., McQueeney, TX 78123. Si debido a la epidemia actual del virus COVID-19 no es posible o es dificultoso reunir quórum de la Junta o el número de participantes que pueden reunirse en un mismo lugar está limitado por orden local o estatal, la Junta podría realizar esta asamblea por teleconferencia\* usando la **línea telefónica: (877-402-9753), código de acceso (7731329)**, para discutir, y de ser apropiado, actuar sobre los siguientes puntos:

4. Asuntos relativos a la Elección, que incluye:
  - a. generalidades del proceso electoral;
  - b. aprobar el contrato de servicios electorales con el Condado de Guadalupe;
  - c. autorizar la colocación de un aviso de fecha límite para presentar declaraciones de candidaturas por escrito; y
  - d. Resolución para Adoptar un Sistema de Votación y autorizar la publicación de la lista de votación anticipada;
  - e. adoptar una Resolución para Designar un Agente del Secretario de la Junta Directiva; y
  - f. autorizar el Aviso de Elección.

/s/ Steve Robinson  
Acting Attorney for the District



\* As a result of the current COVID-19 virus epidemic emergency, the convening at one location of a quorum of the Board is difficult or impossible or the number participants may be limited by state or local order. Therefore, the Board will conduct this meeting by telephone conference call rather than by physical quorum pursuant to Texas Government Code Sec. 551.125 and guidance of the Governor of the State of Texas. Members of the public are entitled to participate and address the Board during the telephonic meeting. In all respects, this meeting will be open to the public and compliant with applicable law and guidance of the

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's attorney at (713) 860-6400 at least three business days prior to the meeting so that appropriate arrangements can be made.

Governor of the State of Texas. An electronic copy of the agenda packet (which consists of the regular reports presented to the Board by its consultants) can be found at: <https://www.districtdirectory.org/agendapackets/>

\*\*The public must comply with public comment policy including signing up and limitation to 3 minutes.

\*\*\*Lake McQueeney Water Control and Improvement District No. 1 reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code, Section 551.071 (Consultation with Attorney about Pending or Contemplated Litigation), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.086 (Economic Development).

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's attorney at (713) 860-6400 at least three business days prior to the meeting so that appropriate arrangements can be made.

872145

*THE STATE OF TEXAS* }  
 }  
*COUNTY OF GUADALUPE* }



**CONTRACT FOR ELECTION SERVICES**

**THIS CONTRACT** made by and between Guadalupe County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County,” and the Lake McQueeney Water Control and Improvement District, hereinafter referred to as “Political Subdivision,” pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 3, 2020, and to be administered by Lisa Hayes, Elections Administrator, hereinafter referred to as “Elections Administrator”.

Said Political Subdivision is holding a General Election and/or Special Election, at their expense on November 3, 2020.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

**I. ADMINISTRATION**

The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that Guadalupe County and the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the

county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## **II. LEGAL DOCUMENTS**

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their election order and notice to the Elections Administrator. The Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of the election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended.

## **III. VOTING LOCATIONS**

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Political Subdivision. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision.

If polling places are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for election.

## **IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

Elections Administrator shall recommend election judges, alternate judges and clerks. Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Guadalupe County pursuant to Texas Election Code Section 32.091. (Election Judge and Alternate Judge - \$12/hour; Clerks-\$10/hour; Early Voting Clerks-\$10/hour) The Election Judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. In addition, all workers receive a \$20 flat rate compensation for mandatory training.

## **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Political Subdivision, the Election Administrator will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Said list shall be provided to the Elections Administrator by the date set out in the published Election Calendar provided by the Secretary of State. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or Political Subdivision. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Guadalupe County Human Resources Department.

## VI. EARLY VOTING

Political Subdivision agrees to appoint the Elections Administrator as the Early Voting Clerk. Political Subdivision also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. Political Subdivision further agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Guadalupe County pursuant to Section 83.052 of the Texas Election Code (\$10.00/hour). Early Voting by personal appearance will be held at the locations, dates, and times determined by Guadalupe County. Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

## VII. EARLY VOTING BALLOT BOARD

Elections Administrator shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Election. The Presiding Judge, with the assistance of the Elections Administrator, may appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

## VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:     Lisa Hayes    

Tabulation Supervisor:     Missy Doss    

Presiding Judge:     Lisa Hayes    

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision

as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

## **X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

## **XI. RECORDS OF THE ELECTION**

Voted ballots and all records of the Election will be given to the Political Subdivision to be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Elections Code. However, if the Political Subdivision enters into a Joint Election Agreement with another political subdivision, the Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

## **XII. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.



### XIII. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Guadalupe County Treasurer and the Guadalupe County Auditor in accordance with Section 31.099 of the Texas Election Code.

2. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

5. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.

6. In the event of one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

8. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

9. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

10. **Force Majeure.** If the performance of the Agreement is adversely restricted or if either party is unable to conform to any obligation by reason of any Force Majeure Event then, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed

**whenever such causes are removed or cease. “Force Majeure Event” means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party’s or its applicable infrastructure provider’s facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a party fails to perform its obligations as a result of such restriction for a period of more than thirty (30) days, then the other party may terminate the affected Services without liability.**

**IN TESTIMONY HEREOF**, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, been executed on behalf of Guadalupe County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

2. It has on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

GUADALUPE COUNTY, TEXAS

ATTEST:  
Lake McQueeney WCID:

By: \_\_\_\_\_  
Lisa Hayes  
Elections Administrator

By: \_\_\_\_\_  
Presiding Officer/Authorized Representative

# GUADALUPE COUNTY ELECTIONS OFFICE

## COST ESTIMATE

### LAKE MCQUEENEY WATER CONTROL AND IMPROVEMENT DISTRICT

NOVEMBER 3, 2020  
GENERAL AND SPECIAL ELECTIONS

*Includes all Guadalupe County Early Voting and Election Day Vote Center Locations*

Item #	Costs/Services	Estimate
1.	Ballots (printing, postage, processing of mail ballots; sample and provisional ballots)	\$ 250.00
2.	Electronic voting system programming and testing	150.00
3.	Publication of Electronic Voting Equipment Test and Notice of Election	20.00
4.	Election kits (Supplies, Maps, Laptops, Printers, Cell Phones, etc.)	40.00
5.	Rental of voting equipment	450.00
6.	Preparation and transportation of voting equipment	75.00
7.	Polling place rental	30.00
8.	Election Day Personnel	500.00
9.	Early Voting Personnel	1,000.00
10.	Early Voting Ballot Board Personnel	200.00
11.	Central Counting Station Personnel	50.00
12.	County Election Services Contract Administrative Fee	276.50
13.	<b>*TOTAL ESTIMATED ELECTION COSTS:</b>	<b>3,041.50</b>



LISA HAYES

Guadalupe County Elections Administrator

215 S. Milam St.

Seguin, TX 78155

830-303-6363 (Office)

830-303-6373 (Fax)

[lisa.hayes@co.guadalupe.tx.us](mailto:lisa.hayes@co.guadalupe.tx.us)

DATE: June 11, 2020

\*Please note, that this is an estimate and subject to change based on the number of jurisdictions contracting for the November Election. Actual Expenses will be billed and may vary from this estimate.

Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the participating authorities based on a ratio formula involving the total number of registered voters eligible to vote in the Joint Election and the number of registered voters belonging to the participating authorities for the Joint Election. The participating authorities will be responsible for their percentage of the cost or a minimum cost of \$500.00, whichever is greater.

## RESOLUTION ADOPTING VOTING SYSTEM

WHEREAS, Lake McQueeney Water Control and Improvement District No. 1 (the "District") intends to call a Confirmation Election, Directors Election, Bond Elections and Operation and Maintenance Tax Election to be held on November 6, 2020 (the "Election"); and

WHEREAS, the District has or will enter into an interlocal agreement with Guadalupe County (the "County"), by which the County will conduct the District's Election; and

WHEREAS, the County has purchased and plans to utilize the ES &S System (the "Voting System"), for early voting and election day regular voting for the November 6, 2020, election and all subsequent elections conducted by the County; and

WHEREAS, as required by Chapter 122, Subchapter B of the Texas Election Code, the County applied for and received approval from the Texas Secretary of State for the purchase and use of the Voting System, as shown on **Exhibit A**; and

WHEREAS, Section 123.001 of the Texas Election Code provides that the District must adopt a voting system before using the voting system in its elections; and

WHEREAS, the District wishes to adopt the Voting System for use for early voting and election day regular voting for the Election and all subsequent District elections;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAKE MCQUEENEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 THAT:

Section 1: All of the matters and facts set out in the preamble hereof are true and correct.

Section 2: The District hereby adopts the Voting System for use for early voting and election day regular voting for the Election and all subsequent District elections.

Section 3: The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Directors by written Resolution.

ADOPTED AND APPROVED on July 14, 2020.

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President, Board of Directors

ATTEST:

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Secretary, Board of Directors

(SEAL)

## **Exhibit A**

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS                   §  
  §  
COUNTY OF GUADALUPE               §

I, the undersigned officer of the Board of Directors of Lake McQueeney Water Control and Improvement District No. 1, hereby certify as follows:

1.       The Board of Directors of Lake McQueeney Water Control and Improvement District No. 1 convened in regular session on July 14, 2020 inside the boundaries of the District, and the roll was called of the members of the Board:

Mr. Robert L. Worth, Jr.	President
Mr. Paul A. Mueller	Vice President
Ms. Lindsey Gillum	Secretary
Mr. David Doughtie	Treasurer
Mr. John Ewald	Assistant Vice President

and all of said persons were present except Director(s) \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION ADOPTING VOTING SYSTEM

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried unanimously.

2.       A true, full, and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the resolution has been duly recorded in the Board’s minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED on July 14, 2020.

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

RESOLUTION DESIGNATING AN AGENT OF THE SECRETARY  
OF THE BOARD OF DIRECTORS DURING THE 2020 CONFIRMATION ELECTION,  
DIRECTOR ELECTION, BOND ELECTIONS AND OPERATION AND MAINTENACE  
TAX ELECTIONS PERIOD

WHEREAS, Section 31.122 of the Texas Election Code (the "Code") requires the Secretary of the elected Board of Directors of Lake McQueeney Water Control and Improvement District No. 1 (the "District") to keep her office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period beginning not later than the 50th day before the election and ending not earlier than the 40th day after the election; and

WHEREAS, the Secretary of the Board of Directors of the District does not maintain an office during the hours and days required by Section 31.122 of the Code and desires to designate an agent to perform the Secretary's duties as required by Section 31.123 of the Code; and

WHEREAS, the Board deems such appointment reasonable and efficient in connection with the conduct of the 2020 Confirmation Election, Directors Election, Bond Elections and Operation and Maintenance Tax Elections.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAKE MCQUEENEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 THAT:

1. Pursuant to Section 49.109 of the Texas Water Code and Section 31.123 of the Code, the Board of Directors hereby appoints Jane H. Miller, a consultant of the District, as the agent of the Secretary of the Board of Directors to perform the duties provided by Section 31.123 of the Code effective immediately upon the adoption of this Resolution through December 14, 2020.

2. The agent's office is 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

3. The agent is hereby authorized to post a notice containing the agent's name, the location of the agent's office, the agent's office hours, and the duration of the agent's appointment specified in this Resolution as required by Section 31.123(f) of the Code.

APPROVED AND ADOPTED on the 14<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)



NOTICE OF APPOINTMENT OF AGENT  
DURING THE 2020 CONFIRMATION ELECTION, DIRECTOR ELECTION, BOND  
ELECTIONS AND OPERATION AND MAINTENACE TAX ELECTIONS PERIOD

The Board of Directors of Lake McQueeney Water Control and Improvement District No. 1 ("District") has appointed a person to serve as the agent of the District and of the Secretary of the District's Board of Directors during the 2020 Confirmation Election, Directors Election, Bond Elections and Operation and Maintenance Tax Elections period to perform the duties provided by Section 31.123 of the Texas Election Code.

Agent's name: Jane H. Miller  
Agent's office hours: 9:00 A.M. to 5:00 P.M. on regular business days  
Duration of Agent's appointment period: July 14, 2020 through December 14, 2020  
Location of Agent's office: 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

THIS NOTICE IS TO REMAIN CONTINUOUSLY POSTED DURING THE DURATION  
OF THE AGENT'S APPOINTMENT PERIOD

**DO NOT REMOVE PRIOR TO 8:00 A.M. on DECEMBER 15, 2020**

\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

MINUTES OF  
LAKE MCQUEENEY WATER CONTROL AND IMPROVEMENT DISTRICT NO.1

June 11, 2020

The Board of Directors (the "Board") of Lake McQueeney Water Control and Improvement District No.1 (the "District") met in regular session, open to the public, on the 11<sup>th</sup> day of June, 2020, at Lake Breeze Ski Lodge, 225 Ski Lodge Road, McQueeney, TX 781234, inside the boundaries of the District, with access by telephone available to the public, pursuant to Texas Government Code Section 551.125 and Governor Greg Abbott's emergency disaster declaration dated March 13, 2020, and the roll was called of the members of the Board, the following member being present at the regular meeting place:

Robert L. Worth, Jr.	President
Paul A. Mueller	Vice President
Lindsey Gillum	Secretary
David Doughtie	Treasurer/Assistant Secretary
John Ewald	Assistant Vice President

and all of the above were present, thus constituting a quorum.

Also present at the meeting were: members of the public, listed on the sign-in sheet attached to these minutes; and Steve Robinson and Jane Miller of Allen Boone Humphries Robinson LLP ("ABHR").

Attending by teleconference were: Wayne Gordon, William Wallace, Kate McLendon, Jim Williams, Cara Tackett of Pape-Dawson Engineers, Inc.; Nellie Connally of ABHR; Mark Burton of Municipal Accounts & Consulting, L.P. ("MAC"); and other members of the public joining by teleconference who were unannounced and whose names are not listed here.

OPERATIONS AND SERVICE REQUIREMENTS RELATED TO COVID-19 EPIDEMIC

There was no discussion for this agenda item.

AMENDMENT TO PUBLIC COMMENT POLICY

The Board considered adopting a Resolution Adopting an Amended Policy for Public Comment to amend the District's policy for public comment at District meetings wherein members of the public are invited to make public comment to the Board of Directors. Following review and discussion, Director Gillum moved to adopt the Resolution Adopting an Amended Policy for Public Comment. Director Ewald seconded the motion. Followed by a roll call vote, the motion passed unanimously.

## PUBLIC COMMENT

Mr. Robinson offered any members of the public attending the meeting, whether in person or by telephone, the opportunity to make public comment. There being no other members of the public requesting to make public comment, Director Worth moved to the next agenda item.

## APPROVE MINUTES

The Board reviewed the minutes of the May 14, 2020, meeting. Director Ewald moved to approve the minutes, as amended. The motion was seconded by Director Mueller. Followed by a roll call vote, the motion passed unanimously with all Directors voting in favor of the motion.

## FINANCIAL AND BOOKKEEPING MATTERS

Director Doughtie reviewed the bookkeeper's report, a copy of which is attached. After review and discussion, Director Doughtie moved to approve the report, payment of the bills. Director Mueller seconded the motion. Followed by a roll call vote, the motion passed unanimously with all Directors voting in favor of the motion.

## UPATE FROM ENGINEERING COMMITTEE

Director Mueller, Director Ewald and Director Gillum updated the Board regarding dam engineering studies underway and estimated construction costs for different dam gate options. Director Gillum commented that this initial report is a high-level look at engineering information based upon studies by other engineering firms and third parties and is not a final engineering report. She added that there is potential for some variation when detailed engineering studies and reports are completed. Following review and discussion, Director Ewald moved to accept the report by Huitt-Zollars, Inc. and direct that the report be filed appropriately and retained in the District's official records. Director Doughtie seconded the motion which passed unanimously.

## AUTHORIZE POSTING OF DISTRICT NAME SIGNS

Mr. Robinson stated that the District is required by the TCEQ rules to post District name signs in two locations within the District. After review of a proposal for purchase and installation of signs from Inframark, Director Doughtie moved that the Board approve the proposal from Inframark to prepare District name signs to be posted in the District, with changes discussed, and as directed by the District engineer. Director Mueller seconded the motion, which passed by unanimous vote.

## CODE OF ETHICS AND TRAVEL, PROFESSIONAL SERVICES, AND MANAGEMENT POLICIES, AUDIT COMMITTEE, AND TRAVEL REIMBURSEMENT GUIDELINES

Mr. Robinson reviewed with the Board the proposed Code of Ethics and Travel, Professional Services, and Management Policies ("Code") required by §49.199 of the Texas Water Code. He stated that the Code contains a code of ethics for the Board, a travel expenditures policy and a professional services policy. After review and discussion, Director Doughtie moved to (1) adopt the Code of Ethics and Travel, Professional Services and Management Policies and be filed appropriately and retained in the District's official records; and (2) appoint Director Doughtie and Director Worth as the audit committee. Director Mueller seconded the motion, which passed by unanimous vote.

## MATTERS RELATED TO GUADALUPE-BLANCO RIVER AUTHORITY (the "GBRA")

Directors Gillum and Worth updated the Board regarding ongoing negotiation with the GBRA regarding dam construction and funding options, including a proposed co-application with the GBRA to the Water Development Board ("TWDB") for dam repairs.

## EXECUTIVE SESSION PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE

At 2:35 p.m., Director Worth announced the Board would convene in executive session to conduct a private consultation with the District's attorneys. ABHR was also present during executive session.

## RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTION

The Board reconvened in regular session at 4:01 p.m. Following discussion in executive session, Director Ewald moved to authorize the Intergovernmental Relations Committee to continue negotiating with the GBRA. Director Doughtie seconded the motion, which passed unanimously.

## RESOLUTION AUTHORIZING AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD

The Board next reviewed a resolution authorizing co-application with the GBRA to the TWDB seeking financial assistance in an amount not to exceed \$40,000,000 to provide for the costs of repairing the Lake McQueeney Dam. Director Gillum said the deadline to submit the application to the TWDB is June 15, 2020. Following review and discussion, Director Gillum moved to approve a Resolution Authorizing Application to the TWDB, as discussed. Director Doughtie seconded the motion, which passed unanimously.

The Board also reviewed a draft letter to GBRA supporting the proposed co-application with the GBRA to the TWDB. Following review and discussion, Director Mueller moved to authorize Director Worth to execute the letter of support to the GBRA. Director Ewald seconded the motion, which passed unanimously.

There being no further business to come before the Board, the meeting was adjourned at 4:05 p.m.

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Secretary, Board of Directors

(SEAL)



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

# **Lake McQueeney Water Control & Improvement District No. 1**

## **Bookkeeper's Report**

July 14, 2020

Lake McQueeney WCID 1 - GOF  
**Cash Flow Report - Checking Account**  
 As of July 14, 2020

Num	Name	Memo	Amount	Balance
<b>BALANCE AS OF 06/12/2020</b>				<b>\$458,192.55</b>
<b>Receipts</b>				
	No Receipts Activity		0.00	
<b>Total Receipts</b>				0.00
<b>Disbursements</b>				
1003	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(253.00)	
1004	Guadalupe County Clerk	Election Expense	(211.00)	
<b>Total Disbursements</b>				(464.00)
<b>BALANCE AS OF 07/14/2020</b>				<b>\$457,728.55</b>

## Account Balances

As of July 14, 2020

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Operating</b>					
<b>Checking Account(s)</b>					
FIRST COMMERCIAL (XXXX8460)			0.00 %	457,728.55	Checking Account
<b>Totals for Operating Fund:</b>				<b>\$457,728.55</b>	
<b>Grand total for Lake McQueeney Water Control &amp; Improvement District No. 1:</b>				<b>\$457,728.55</b>	



**Lake McQueeney WCID 1 - GOF**  
**Actual vs. Budget Comparison**

June 2020

	June 2020			May 2020 - June 2020			Annual Budget
	Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)	
<b>Revenues</b>							
14320 Friends of Lake McQueeney	0	0	0	465,000	147,328	317,672	147,328
<b>Total Revenues</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>465,000</u>	<u>147,328</u>	<u>317,672</u>	<u>147,328</u>
<b>Expenditures</b>							
16330 Legal Fees	0	5,833	(5,833)	0	11,667	(11,667)	70,000
16340 Auditing Fees	0	0	0	0	0	0	6,000
16350 Engineering Fees	0	500	(500)	0	1,000	(1,000)	6,000
16370 Election Expense	211	1,250	(1,039)	211	2,500	(2,289)	15,000
16380 Public Relations	0	2,917	(2,917)	0	5,833	(5,833)	35,000
16430 Bookkeeping Fees	250	164	86	2,050	1,964	86	3,600
16450 SB622 Legal Notices & Other Pub	0	83	(83)	0	167	(167)	1,000
16460 Printing & Office Supplies	1	83	(82)	1	167	(166)	1,000
16470 Filing Fees	0	83	(83)	0	167	(167)	1,000
16480 Delivery Expense	0	63	(63)	0	125	(125)	750
16520 Postage	2	6	(4)	4	13	(9)	75
16530 Insurance & Surety Bond	0	0	0	3,971	3,500	471	3,500
16560 Miscellaneous Expense	0	167	(167)	0	333	(333)	2,000
16580 Bank Service Charge	0	0	0	0	1	(1)	3
16600 Director Reimbursable Expenses	0	200	(200)	0	400	(400)	2,400
<b>Total Expenditures</b>	<u>464</u>	<u>11,349</u>	<u>(10,885)</u>	<u>6,237</u>	<u>27,835</u>	<u>(21,598)</u>	<u>147,328</u>
<b>Excess Revenues (Expenditures)</b>	<u>(\$464)</u>	<u>(\$11,349)</u>	<u>\$10,885</u>	<u>\$458,763</u>	<u>\$119,493</u>	<u>\$339,270</u>	<u>\$0</u>

**Balance Sheet**

As of June 30, 2020

Jun 30, 20

**ASSETS**

## Current Assets

## Checking/Savings

11100 · Cash in Bank

458,193

Total Checking/Savings

458,193

Total Current Assets

458,193

**TOTAL ASSETS**

458,193

**LIABILITIES & EQUITY**

## Liabilities

## Current Liabilities

## Accounts Payable

12000 · Accounts Payable

464

Total Accounts Payable

464

Total Current Liabilities

464

Total Liabilities

464

## Equity

13010 · Unassigned Fund Balance

(1,035)

Net Income

458,763

Total Equity

457,729

**TOTAL LIABILITIES & EQUITY**

458,193



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TEXAS HOUSE OF REPRESENTATIVES  
COMMITTEE ON NATURAL RESOURCES

---

LYLE LARSON, CHAIR

June 24, 2020

Friends of Lake McQueeney  
P.O. Box 781  
McQueeney, TX 78123

Dear Friends of Lake McQueeney:

Thank you for contacting me about the need to rebuild the dam on Lake McQueeney.

It is my understanding that the Friends of Lake McQueeney organization has been working to create a water control improvement district that, if approved by the voters, would have the ability to levy a property tax to fund rebuilding the dam. Additionally, it's my understanding that your organization is working with the Guadalupe-Blanco River Authority to reach an agreement where the GBRA would partner with the district to secure a low interest loan from the Water Development Board to finance the effort.

It has come to my attention that there are some arguing against the public-private partnership with the GBRA. They are suggesting that homeowners at McQueeney would be better served pursuing legislation that would require the state to pay to rebuild the dam. Such arguments lack an understanding of the realities of the state budget and the legislative process. This strategy would ultimately result in the deferral of restoring the dam.

It has been my privilege to chair the House Natural Resources Committee. In that role, I have worked with all of the river authorities in the state, which each maintain their respective infrastructure without state appropriations. There is not a single dam under river authority control we're aware of that was paid for with a state appropriation. A proposal to spend state dollars to rebuild the dam on Lake McQueeney would likely be met with significant opposition.

Rather, the state has provided a number of financing tools through the Texas Water Development Board, such as those being discussed with GBRA, to develop and maintain water infrastructure. In this case, since revenues from hydroelectric power sales are not sufficient, another revenue stream to pay back a low interest loan from the TWDB must be identified.

Encourage you to move forward with your efforts to reach an agreement with the GBRA. This public-private partnership appears to be the most viable path forward for ensuring that Lake McQueeney is enjoyed for years to come.

Best,

A handwritten signature in black ink, appearing to read "Lyle Larson".

Lyle Larson

WILL METCALF, VICE-CHAIR

ALEX DOMINGUEZ • JESSICA FARRAR • CODY HARRIS • TRACY O. KING • MIKE LANG • PONCHO NEVÁREZ • TOM OLIVERSON • FOUR PRICE • ANA-MARIA RAMOS

P.O. Box 2910 • AUSTIN, TEXAS 78768-2910 • (512) 463-0802



# The State of Texas House of Representatives

JOHN KUEMPEL DISTRICT 44 • GUADALUPE & WILSON COUNTIES

June 26, 2020

Friends of Lake McQueeney  
P.O. Box 781  
McQueeney, Texas 78123

Friends of Lake McQueeney,

You won't find any elected official that cares more than me about Lake McQueeney. The lake, and the community around it, has been the location of some of my fondest memories with friends and family. I am 100% committed to preserving Lake McQueeney!

As you know, I have been working with Friends of Lake McQueeney (FOLM) on the best achievable solution for funding the reconstruction of the dam at Lake McQueeney. I appreciate the effort that FOLM has put into this project, as we have had numerous meetings, calls and strategy sessions. I believe the creation of the WCID along with a low interest loan from the water development board is the best solution at this time. This public private partnership can secure the lake for all future generations.

As you know, I tried to secure funding in the state budget during the last legislative session. We were able to get funding on the House side but it ultimately did not pass in the final budget. This coming session will be even more difficult to secure general revenue funding for this project as the State will be facing a large budget shortfall.

The Covid-19 shut down has impacted countless businesses, caused a drop in oil prices, and reduced economic activity. Accordingly, Texas' tax revenue has dropped considerably. Funding for existing programs will be in jeopardy and funding for new programs will be extremely limited if not non-existent. Agencies have already been asked to cut their existing budgets. These factors create significant uncertainty for any proposed legislation, including obtaining state funding for rebuilding the dam.

That uncertainty makes finalizing the WCID and the partnership with the GBRA all the more important. I encourage you to continue your hard work in getting this deal across the goal line. Please continue to call on me if I can be of any further assistance, please let me know. I am confident that this work will insure that future generations will share in the enjoyment of Lake McQueeney.

Sincerely,

A handwritten signature in black ink, appearing to read "John Kuempel".



**CHARLES PERRY**  
TEXAS STATE SENATOR  
DISTRICT 28

July 9, 2020

Friends of Lake McQueeney  
P.O. Box 781  
McQueeney, TX 78123

Friends of Lake McQueeney,

As Chairman of the Senate Committee on Water & Rural Affairs, my focus is safe and reliable infrastructure critical to the success of our state for both water supply and economic viability. At the end of last session, the collapse of the Lake Dunlap dam within the Guadalupe-Blanco River Authority (GBRA) system revealed of the lack of understanding as to who's responsibility it is to maintain private waterways in Texas. This revelation started a broader conversation regarding similar structures around the state. This conversation will continue through next session.

Following meetings with many of the private property owners, GBRA, and state officials, the best outcome has always been for all of the parties to work together to fix the structures. Through these conversations, it became clear that the creation of locally controlled special purpose districts would best serve the residents of the areas.

It is my understanding the Friends of Lake McQueeney (FOLM) have been working to create a water control improvement district which would levy a tax to cover the cost of a new dam for Lake McQueeney assuring public safety. Additionally, continuing a partnership with GBRA to obtain financing through the Texas Water Development Board will maintain the new structures providing ongoing economic stability of the region.

As tough a realization as the dam break was, it provided an opportunity to dive deep into a problem that has deadly consequences if not corrected. For those that do not understand the need to create a tax levy for the maintenance and upkeep of these structures, let me be clear, these are not the states' responsibility. Therefore, no appropriation from the state's budget should be relied on.

I continue to applaud the efforts of the property owners to partner together and work with the other affected lakes to systematically fix failing infrastructure. I look forward to continuing to watch your successes. Please keep me informed of your progress. If successful, it will become a model the state can point to, keeping some of the most cherished treasures in Texas a safe and viable refuge for the citizens to use.

Sincerely,

Charles Perry  
Chair, Senate Committee on Water and Rural Affairs



**Donna Campbell, M.D.**  
Texas State Senator  
District 25

July 7, 2020

Friends of Lake McQueeney  
P.O. Box 781  
McQueeney, TX 78123

Dear Friends of Lake McQueeney (FOLM),

Thank you for your hard work and dedication towards making your one common goal come into fruition; repairing the dam on Lake McQueeney. I always say that the blessing of perseverance is success and with that truth in mind, I look forward to continuing to work alongside Friends of Lake McQueeney to ensure that our community can enjoy the beautiful Lake McQueeney for years to come.

In the 86th Legislature, I worked hard to secure funding from our state budget for the repair of the dam at Lake McQueeney. However, due to an increase in funds for our education system, property tax relief, and Hurricane Harvey relief, the state budget did not have wherewithal to fund the dam repairs.

Now that we are experiencing an economic downturn due to COVID-19, I am certain that our state's budget will not have the resources available to fund the repairs to the dam next session. Lake McQueeney and the surrounding community cannot afford to wait a few more sessions to *potentially* fund the dam. After several meetings, expert advice, and a couple of years of deliberation, FOLM and elected officials have come up with the most affordable and immediate solution to restore Lake McQueeney. The creation of the Water Conservation Improvement District (WCID), if agreed upon by the voters, is the best option to raise the funds to repair the dam.

In addition to the economic impact of COVID-19, Representative Larson, House Chairman of Natural Resources, validates why a public-private partnership with GBRA must happen for the immediate restoration of the lake:

"The state has provided a number of financing tools through the Texas Water Development Board, such as those being discussed with GBRA, to develop and maintain water infrastructure. In this case, since revenues from hydroelectric power sales are not sufficient, another revenue stream to pay back a low interest loan from the TWDB must be identified."

I applaud the Friends of Lake McQueeney in the efforts to support funding the repair of the beloved lake during these uncertain times. A public-private partnership with WCID and GBRA is in the community's best interest and is the most sensible solution to the problem.

Sincerely,

A handwritten signature in black ink, appearing to read "Donna Campbell". The signature is written in a cursive, flowing style.

Senator Donna Campbell, M.D.  
Senate District 25  
Chair, Committee on Veterans Affairs and Border Security

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS                   §  
  §  
COUNTY OF GUADALUPE               §

I, the undersigned officer of the Board of Directors of Lake McQueeney Water Control and Improvement District No. 1, hereby certify as follows:

1.       The Board of Directors of Lake McQueeney Water Control and Improvement District No. 1 convened in regular session on July 14, 2020, and the roll was called of the members of the Board:

Mr. Robert L. Worth, Jr.	President
Mr. Paul A. Mueller	Vice President
Ms. Lindsey Gillum	Secretary
Mr. David Doughtie	Treasurer
Mr. John Ewald	Assistant Vice President

and all of said persons were present except Director(s) \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
GUADALUPE-BLANCO RIVER AUTHORITY AND THE LAKE MCQUEENEY WATER CONTROL  
AND IMPROVEMENT DISTRICT NO. 1

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried unanimously.

2.       A true, full, and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the resolution has been duly recorded in the Board’s minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, as suspended by the Governor of the State of Texas.

SIGNED AND SEALED July 14, 2020.

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)



RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GUADALUPE-BLANCO RIVER AUTHORITY AND THE LAKE MCQUEENEY  
WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

WHEREAS, Lake McQueeney Water Control and Improvement District No. 1 (the "District") has been legally created and operates pursuant to the general laws of the State of Texas applicable to conservation and reclamation districts; and

WHEREAS, the District and the Guadalupe-Blanco River Authority ("GBRA") have determined that there is a need to partner in the replacement of flood gates and stabilization of the dam and to work cooperatively on the design, construction, finance and continued maintenance of the Lake McQueeney dam (the "Dam").

WHEREAS, the District is authorized pursuant to Chapter 51, Texas Water Code to enter into a contract with the GBRA to construct, finance and maintain improvements necessary for the improvement of rivers, creeks, and streams to prevent overflows, to permit navigation or irrigation, or to aid in these purposes; (ii) the construction, improvement, and maintenance of pools, lakes, reservoirs, dams, canals, and waterways for irrigation, drainage, or navigation, or to aid these purposes; (iii) the control, storage, preservation, and distribution of its water and floodwater and the water of its rivers and streams for irrigation, power, and all other useful purposes; (iv) the reclamation, drainage, conservation, and development of its forests, water, and hydroelectric power; (v) the navigation of its coastal and inland water; (vi) the control, abatement, and change of any shortage or harmful excess of water; (vii) the protection, preservation, and restoration of the purity and sanitary condition of water within the state; and (viii) the preservation and conservation of all natural resources of the State of Texas.

WHEREAS, the Board of Directors of the District has reviewed a Memorandum of Understanding with the GBRA regarding the Dam at a regular meeting of the Board on July 14; now therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAKE MCQUEENEY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 THAT:

The Board of Directors of the District hereby approves the Memorandum of Understanding attached hereto as Exhibit A (the "MOU"), authorizes its Board President to execute such MOU and authorizes the Board's Inter-Governmental Relations Committee to submit this Resolution and attached MOU to the GBRA.

[EXECUTION PAGES TO FOLLOW]

PASSED AND APPROVED this 14<sup>th</sup> day of July, 2020.

LAKE MCQUEENEY WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 1

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

Exhibit "A" - Memorandum of Understanding