

VIA VIDEOCONFERENCE
THE PRESIDING OFFICER AND A QUORUM OF THE BOARD OF DIRECTORS
WILL BE PHYSICALLY PRESENT AT, AND MEMBERS OF THE PUBLIC MAY
ATTEND, THE MEETING AT THE LOCATION SPECIFIED BELOW.

TO: THE BOARD OF DIRECTORS OF MEADOW LAKE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, AND TO ALL OTHER INTERESTED PERSONS:

PARA: LA JUNTA DIRECTIVA DEL DISTRITO DE CONTROL Y MEJORAS DE AGUA NRO. 1 DE MEADOW LAKE, Y DEMÁS PERSONAS INTERESADAS:

Notice is hereby given that the Board of Directors of Meadow Lake Water Control and Improvement District No. 1 will hold a special meeting on August 16, 2023 at 5:00 p.m., at the Seguin Public Library Community Meeting Room, located at 313 W. Nolte St, Seguin, Texas 78155.

Se notifica por el presente que la Junta Directiva del Distrito de Control y Mejoras de Agua Nro. 1 de Meadow Lake llevará a cabo una asamblea extraordinaria el día 16 de agosto de 2023 a las 5:00 p.m. en la Sala de Reuniones Comunitarias de la Biblioteca Pública de Seguin, ubicada en 313 W. Nolte St, Seguin, Texas 78155.

Public Comment:
Comentarios del público:

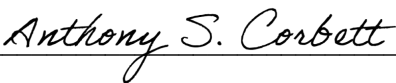
Public comment will be allowed during the Public Comment agenda item.
Se permitirán comentarios del público durante el tiempo dedicado al ítem Comentarios del Público.

Meeting Topics:
Temas a tratar en la asamblea:

The meeting will be held for the following purposes:
La asamblea se llevará a cabo para los siguientes propósitos:

1. Discuss, consider and take action regarding approval of the Board's July 26, 2023 meeting minutes.
2. Discussion and possible action relating to Potential Acquisition, Improvements to, and Operation and Maintenance of, Lake Nolte Dam and Hydroelectric Facilities and related Financing Matters.
 - a. Discussion relating to proposed acquisition of Lake Nolte Dam and Hydroelectric Facilities from the Guadalupe-Blanco River Authority ("GBRA");
 - b. Discussion relating to proposed Contract with GBRA providing for acquisition and improvement of Lake Nolte Dam and Hydroelectric Facilities to District;
 - c. Discussion relating to Potential Financing of Improvements to Lake Nolte Dam Facilities;
 - d. Discussion relating to Agreement for third party operation and maintenance of hydroelectric facilities; and

- e. Other Matters Relating Thereto.
3. Public Comment.
- Individual speakers will be limited to three minutes of comment. Time is not transferable between speakers and may not be aggregated.*
4. Discussion and Possible Action regarding November 7, 2023 Election:
Deliberación y posible toma de medidas relativas a la Elección del del 7 de noviembre de 2023:
- a. Discuss, consider, and take action regarding approving the Preliminary Engineering Report for the District's Bond Election.
Deliberar, considerar y tomar medidas con respecto a aprobar los Informes de Ingeniería Preliminares para la Elección de Bonos del Distrito.
 - b. Adopt Order Calling Maintenance Tax, Bond and Refunding Bond Election.
Adoptar una Orden Convocando Una Elección de Impuesto de Mantenimiento, de Bonos y Bonos de Reembolso.
 - c. Consider and take action regarding approval of election agreements.
Considerar y tomar medidas con respecto a aprobar los convenios electorales.
 - d. Approve such other action as may be necessary or convenient to proceed with Election.
Aprobar tales otras medidas según sean necesarias o convenientes para proceder con la Elección.
5. Discussion and possible action relating to approval of contract with SAMCO Capital Markets, Inc. for financial advisory services.
6. Discussion and possible action relating to adoption of Resolution Approving Budget for Fiscal Year 2024.
7. Consider and take action regarding Bookkeeper Report and Payment of Bills and Invoices.
8. Discussion and Possible Action regarding Future Meeting Dates.



The Board of Directors may go into Executive Session if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters. No final action, decision or vote will be taken on any subject or matter in Executive Session.

The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-328-2008 for further information.

MINUTES OF THE MEETING OF
THE BOARD OF DIRECTORS OF
MEADOW LAKE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1
July 26, 2023

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

The Board of Directors of Meadow Lake Water Control and Improvement District No. 1 (the “*District*”) held a meeting, open to the public, within the boundaries of the District in Guadalupe County, Texas, at the Seguin Public Library, located at 313 W. Nolte Street, Seguin, Texas, at 5:00 p.m., on July 26, 2023, and the roll was called of the directors of the Board, to-wit:

Jacy Robbins
Mike Meskill
Tess Coody Anders
Brent Hammond
Russell Rinn

and all of said persons were present (with Director Hammond participating remotely by videoconference), thus constituting a quorum.

Anthony S. Corbett of McLean & Howard, LLP participated in the meeting.

1. The Board first requested public comment. Numerous residents expressed comments in favor of, and against, the potential acquisition, financing and improvement by the District of the Lake Nolte dam and hydroelectric facilities. The Board answered questions but took no action in response to the public comments.

2. The Board then considered approval of its November 18, 2022 meeting minutes. After discussion, Director Meskill moved that the Board approve the meeting minutes as presented. Director Anders seconded the motion, which carried unanimously.

3. The Board discussed the potential acquisition of, improvements to, and operation of the Lake Nolte dam and hydroelectric facilities. The Board noted that it had provided a term sheet to GBRA setting forth potential terms of a contract pursuant to which the District would acquire these assets, and subsequently improve the dam so that lake levels may be restored. The Board noted that GBRA had not yet responded to the Term Sheet. Andrew Friedman, of Samco Capital Markets, Inc., provided a presentation regarding sources of funding for the potential dam improvements, and the potential impact thereof on tax rates. The Board noted that it had commenced discussions with the City of Seguin for contributions to the costs of the project, and that GBRA had submitted an application to the Department of Energy for grant funding. The Board also discussed the timing for a bond and tax election. Mr. Corbett noted that the elections may only be conducted on the May and November uniform election dates, and that the deadline to call an election is 78 days before the election. After discussion, the Board directed that an item be included on the August 16, 2023 meeting agenda for consideration of adoption of an Order calling a Bond Election for November 7, 2023.

4. The Board then discussed inquiries from landowners in the District relating to potential exclusion of real property from the District's boundaries. Mr. Corbett explained the procedures for the exclusion of property from a water district, and noted that property may not be excluded after the issuance of tax bonds. He also noted that if the Board excluded property after a bond election, another election would be required for the issuance of tax bonds. The Board took no action regarding the matter.

5. The Board then considered preliminary budget matters for Fiscal Year 2024. Director Robbins noted that he would present budget information to the Board at its next meeting.

6. The Board conducted its annual review of the District's Investment Policy and investment strategies. After discussion, Director Meskill moved that the Board adopt the Investment Policy as presented. Director Rinn seconded the motion, which carried unanimously. A copy of the Investment Policy is attached to these meeting minutes.

7. Mr. Corbett then presented a proposed Amendment to the District Information Form. He reported that the Legislature amended the statutory form of the Notice to Purchaser. After discussion, Director Rinn moved that the Board approve the Amendment as presented. Director Robbins seconded the motion, which carried unanimously. A copy of the Amendment to District Information Form is attached to these meeting minutes.

8. The Board considered the Bookkeeper Report. After discussion, Director Anders moved that the Board approve the report as presented, and the payment of bills and invoices as set forth therein. Director Robbins seconded the motion, which carried unanimously. A copy of the Bookkeeper Report is attached to these meeting minutes.

9. The Board considered the date of its next meeting. By unanimous acclamation, the Board agreed to schedule a meeting for August 16, 2023 at 5:00 at the Seguin Public Library.

10. By unanimous acclamation, the Board adjourned at approximately 7:31 p.m.

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(SEAL)

Secretary, Board of Directors

From: [Andrew Friedman](#)
To: [Tony Corbett](#); [Jacy Robbins](#); [Mike Meskill](#); [Russ Rinn](#); [Tess Coody](#); [Brent Hammond](#)
Subject: RE: Meadow Lake WCID Board Meeting- August 16, 2023
Date: Friday, August 11, 2023 2:37:35 PM
Attachments: [image002.png](#)
[MEADOW LAKE WC&ID 2023 FINANCING SCENARIOS.pdf](#)

Good Afternoon All,

I visited with Jacy today and learned about adjusted project costs after discussion with Freese and want to provide new numbers/scenarios for your review. We can discuss these further next week, including at the 8/16 Board meeting.

The attached contains 3 scenarios and I will attempt to describe them below:

Scenario 1 - \$10MM is received from Seguin and DOE. The anticipated tax rate is 87.65 cents but could conceivably be lower if we determine to structure the debt with deferred principal repayment.

Scenario 2: \$5MM is received from Seguin but no funds are received from DOE. The anticipated rate would be 90 cents and that is achieved through the deferral of principal in the first several years.

Scenario 3: No City or Grant funds are received. The I&S rate would be \$1.30. The TCEQ will not approve us to proceed with the issuance of bonds in any event until our tax base grows to support the debt.

The assumptions that we make at this juncture relative to where we believe our tax base will appraise come January 1, 2024 is very important to the results and can have a dramatic impact on the feasibility of this project. It appears reasonable that the District can support \$14.725MM of the overall project but whether the 90 cent I&S tax rate will be sufficient may be another matter.

The TCEQ will require the District to pass certain tests relative to the resulting tax rate (while considering the other tax rates of overlapping entities (namely the City and County). The Texas Administrative Code outlines the various limitations in Chapter 593.59 (Economic Feasibility of Project). I have tried to footnote those rules in the analysis and invite you all to review them directly.

[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=293&rl=59](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=293&rl=59)

I want to begin discussions with the Bond Attorney you all hire ASAP, so please let me know who is chosen to represent the District.

Feel free to share the attached with the City in advance of their own meeting next Tuesday. I am happy to visit directly with their staff if that is necessary.

Thanks,

Meadow Lake WC&ID							
Anticipated Project Cost and Plan of Finance Scenarios							
		Scenario 1		Scenario 2		Scenario 3	
Project Cost (PER) ⁽¹⁾	\$	19,725,000	\$	19,725,000	\$	19,725,000	
Less: City of Seguin Contribution ⁽²⁾		(5,000,000)		(5,000,000)		-	
Less: Department of Energy Grant ⁽³⁾		(5,000,000)		-		-	
Net Contruction Amount Required by District	\$	9,725,000	\$	14,725,000	\$	19,725,000	
Plus: Costs of Issuance ⁽⁴⁾		486,250		736,250		986,250	
Total Financing Amount	\$	10,211,250	\$	15,461,250	\$	20,711,250	
Maximum I&S (Debt Service) Tax Rate	\$	0.8765	\$	0.9003	\$	1.2999	
Annual Tax Impact on \$377,434 Home ⁽⁵⁾	\$	3,308	\$	3,398	\$	4,906	
Maximum Overlapping Tax Rate assuming 'No Growth' ⁽⁶⁾	\$	1.26	\$	1.81	\$	2.35	
Maximum Overlapping Tax Rate assuming 'Projected Growth' ⁽⁷⁾	\$	1.36	\$	1.39	\$	1.83	
Scenario Complies with TAC Chapter 593.59		PASS		PASS		FAIL	

⁽¹⁾ Represents the final Project Engineering Report as prepared by Freese and Nichols as of ____, 2023.

⁽²⁾ Represents the amount of funds to be provided to the Project by the City of Seguin as evidenced in Resolution No. _____. Preliminary, subject to change.

⁽³⁾ Represents the maximum amount of grant funding toward the project which is capped at \$5,000,000 or 30% of project costs. Funding determination is expected in November 2023.

⁽⁴⁾ Represents an estimate of the costs of issuance for Bonds as required for submittal to TCEQ for the financing of the project and calculated at 5% for illustrative purposes only.

⁽⁵⁾ Represents the average single family taxable value as of July 2023, per Guadalupe CAD.

⁽⁶⁾ Combined Tax Rate Limited to \$2.20/\$100 for 'No Growth' Scenarios (TAC 593.59(k)4-B).

⁽⁷⁾ Combined Tax Rate Limited to \$1.20/\$100 for 'Projected Growth' Scenarios (TAC 593.59(k)3-B).

Meadow Lake Water Control and Improvement District Tax Rate Impact Analysis - Summary of Scenarios August 11, 2023									
			Scenario 1: Lowest Cost Scenario		Scenario 2: \$0.90 Tax Rate Scenario		Scenario 3: Maximum Cost Scenario		
			Net Project Cost: \$9,725,000		Net Project Cost: \$14,725,000		Net Project Cost: \$19,725,000		
FY (9/30)	Taxable Assessed Value ⁽¹⁾	Growth Rate	ULTAX Bonds, Series 2024 ⁽³⁾	I&S Tax Rate Required ⁽⁴⁾	ULTAX Bonds, Series 2024 ⁽³⁾	I&S Tax Rate Required ⁽⁴⁾	ULTAX Bonds, Series 2024 ⁽³⁾	I&S Tax Rate Required ⁽⁴⁾	
2023	\$ 68,425,877								
2024	74,707,000	9.18%							
2025	74,707,000	0.00%	\$ 654,813	\$ 0.8765	\$ 668,188	\$ 0.8944	\$ 968,638	\$ 1.2966	
2026	74,707,000	0.00%	651,825	0.8725	667,963	0.8941	967,063	1.2945	
2027	77,321,745	3.50%	653,500	0.8452	692,175	0.8952	1,004,588	1.2992	
2028	80,028,006	3.50%	654,725	0.8181	720,150	0.8999	1,040,313	1.2999	
2029	82,828,986	3.50%	655,500	0.7914	741,888	0.8957	1,074,238	1.2969	
2030	85,728,001	3.50%	650,938	0.7593	767,388	0.8951	1,111,250	1.2963	
2031	88,728,481	3.50%	651,038	0.7337	796,425	0.8976	1,151,125	1.2974	
2032	91,833,978	3.50%	655,575	0.7139	823,888	0.8971	1,193,638	1.2998	
2033	95,048,167	3.50%	654,550	0.6887	854,663	0.8992	1,233,675	1.2979	
2034	98,374,853	3.50%	653,075	0.6639	883,638	0.8982	1,276,125	1.2972	
2035	101,817,973	3.50%	651,150	0.6395	915,700	0.8994	1,320,763	1.2972	
2036	105,381,602	3.50%	653,663	0.6203	945,738	0.8974	1,367,363	1.2975	
2037	109,069,958	3.50%	650,613	0.5965	978,638	0.8973	1,415,700	1.2980	
2038	112,887,406	3.50%	652,000	0.5776	1,014,175	0.8984	1,465,550	1.2982	
2039	116,838,465	3.50%	652,713	0.5586	1,051,900	0.9003	1,438,488	1.2312	
2040	120,927,812	3.50%	652,750	0.5398	1,057,600	0.8746	1,440,525	1.1912	
2041	125,160,285	3.50%	652,113	0.5210	1,062,175	0.8487	1,440,988	1.1513	
2042	129,540,895	3.50%	650,800	0.5024	1,060,513	0.8187	1,439,875	1.1115	
2043	134,074,826	3.50%	653,700	0.4876	1,057,725	0.7889	1,442,075	1.0756	
2044	138,767,445	3.50%	650,813	0.4690	1,058,700	0.7629	1,442,475	1.0395	
2045	143,624,306	3.50%	652,138	0.4541	1,058,325	0.7369	1,441,075	1.0034	
2046	148,651,157	3.50%	652,563	0.4390	1,061,488	0.7141	1,442,763	0.9706	
2047	153,853,947	3.50%	652,088	0.4238	1,058,188	0.6878	1,442,425	0.9375	
2048	159,238,835	3.50%	650,713	0.4086	1,058,425	0.6647	1,440,063	0.9043	
2049	164,812,194	3.50%	653,325	0.3964	1,061,975	0.6444	1,440,563	0.8741	
2050	170,580,621	3.50%	654,813	0.3839	1,058,838	0.6207	1,438,813	0.8435	
2051	176,550,943	3.50%	655,175	0.3711	1,059,013	0.5998	1,439,700	0.8155	
2052	182,730,226	3.50%	654,413	0.3581	1,057,388	0.5787	1,443,000	0.7897	
2053	189,125,784	3.50%	652,525	0.3450	1,058,850	0.5599	1,438,713	0.7607	
2054	195,745,186	3.50%	654,400	0.3343	1,058,288	0.5406	1,441,725	0.7365	
Total			\$ 19,588,000		\$ 28,410,000		\$ 39,643,288		

⁽¹⁾ Tax Year 2023 (Fiscal Year 2024) Certified Taxable Assessed Value ("TAV") per Guadalupe CAD.

⁽²⁾ Represents the estimated annual administrative cost of running the District. Represents bookkeeping and auditing expenses. No full-time personnel are

⁽³⁾ Preliminary, subject to change. Assumes bond sale in August 2024. Interest calculated at 4.50% for illustrative purposes only (TWDB D-Fund rates as of

⁽⁴⁾ Represents the debt service tax rate based upon a "projected growth" scenario and assumes 100% collections.

MEMORANDUM OF UNDERSTANDING BETWEEN MEADOW LAKE WATER CONTROL IMPROVEMENT DISTRICT #1 AND SORENSON ENGINEERING, INC.

This Memorandum of Understanding ("MOU") sets out the terms of a planned agreement between Meadow Lake Water Control and Improvement District #1 ("WCID") and Sorenson Engineering, Inc. ("Sorenson"), each individually a "Party" and collectively the "Parties," relating to future ownership, operation, and maintenance of Nolte Dam in Guadalupe County, Texas, and related equipment and facilities.

WHEREAS:

- The WCID is negotiating with the Guadalupe-Blanco River Authority ("GBRA"), for eventual ownership of Nolte Dam by the WCID pursuant to an existing Memorandum of Understanding between GBRA and the Meadow Lake Nolte Dam Association ("MLNDA"), dated December 22, 2021; and,
- The WCID desires to retain the services of Sorenson to operate and maintain the power generation dam and the spillway dam and gates, in coordination with GBRA and its operation of the dams and facilities on the Guadalupe River upstream of Meadow Lake; and,
- The Parties desire to set out the terms relating to the ownership, operation, and maintenance of Nolte Dam and related facilities and equipment;

NOW, THEREFORE, the Parties agree to negotiate an agreement or agreements including the following terms and provisions, to be executed and/or effective upon or shortly after the WCID's ownership of Nolte Dam:

OWNERSHIP OF FACILITIES:

1. The WCID will own the following facilities:

Spillway Dam: includes foundation, abutments, regulating pier, center piers, and embankments;

Spillway Dam Gates and control house;

Access road(s) to the Spillway Dam;

Transmission Line(s) to the extent conveyed by GBRA; and,

Any and all other facilities, property, or agreements conveyed or assigned to the WCID by GBRA, other than any facilities conveyed to Sorenson as set out below.

2. The WCID will convey and Sorenson will own the Hydro Power Generating Plant, including generators, the hydroelectric facility, and the canal radial gates. Sorenson will agree to re-convey the Hydro Power Generating Plant to the WCID, at no cost to the WCID, if Sorenson decides to abandon or cease to operate those facilities in the future, or in the event of a breach of the Parties' agreements by Sorenson.

OPERATION OF FACILITIES:

1. In addition to operating the Hydro Power Generating Plant, Sorenson will operate the Spillway Dam and gates, pursuant to an Operating Agreement between the Parties.
2. Sorenson will coordinate and cooperate with the WCID and GBRA regarding operations of the Spillway Dam and gates, including raising and lowering the spillway gates as directed by GBRA to manage water flows in the Guadalupe River.
3. If requested by GBRA, Sorenson and the WCID will give GBRA remote and/or on-site access to lower the spillway gates on an emergency basis during flood or high water events.
4. Sorenson will coordinate directly in real time with GBRA in flood events, and participate in updates to the Emergency Action Plan.

MAINTENANCE OF SPILLWAY GATES:

1. Routine Maintenance: Sorenson will provide routine ongoing maintenance of the spillway gates, at Sorenson's expense, but not to exceed a reasonable maximum annual amount to be negotiated between the Parties. Routine Maintenance by Sorenson includes but is not limited to: removal of silt and debris underneath gates, maintaining the gate control mechanisms, coating touch-ups of skin plate, and maintenance of seals.
2. Major Maintenance and Repairs: The WCID will secure funding and coordinate with Sorenson for planned major maintenance and repairs of the spillway gates. Major repairs and maintenance include but are not limited to: bladder replacement, full seal replacement, hinge flap replacement, clamp system replacement, major component replacement of gate controls, and major component replacement of tower cranes.
3. Sorenson agrees to be a good steward of the Spillway Dam and gates, and keep the WCID informed of any known or anticipated maintenance or repair needs or concerns. The WCID may also use a third party consultant to inspect the dam and assess repair needs on a regular basis.

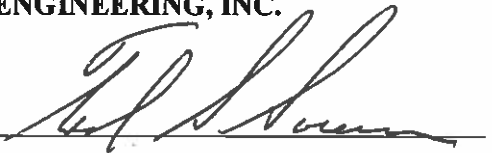
REVENUES:

1. The Parties agree to negotiate with GVEC and/or any other power purchaser to enter into a beneficial power sales agreement, hopefully equivalent to GBRA's agreements with GVEC for power sales from the upstream dams, and/or seek assignment of GBRA's agreements with GVEC to Sorenson and/or the WCID.
2. The Parties agree to allocate the revenues from power sales pursuant to a reasonable revenue-sharing agreement, currently anticipated to be as follows:
 - a. Capacity/Volume Payment: 100% to Sorenson.
 - b. Additional power sales revenues: Split between Sorenson and the WCID, in percentages to be determined by good faith negotiations between the Parties, after review of historical power sales volumes, the terms of any anticipated agreement with GVEC, and other relevant information. The amount to be received by the WCID is intended to fund future Major Maintenance and Repairs, and the Parties will negotiate in good faith to adjust the revenue-sharing agreement in the future to accomplish this goal.

LIABILITIES:

1. Each Party will be liable for any damages or claims arising from that Party's actions or operations, and will indemnify the other Party against any such damages or claims.
2. Each Party will carry appropriate levels of insurance to protect the Parties against damages or claims relating to ownership, operation, and maintenance of Nolte Dam.

SORENSEN ENGINEERING, INC.

By: 
Name: Ted S. Sorenson
Title: Principal

**MEADOW LAKE WATER CONTROL AND
IMPROVEMENT DISTRICT**

By: _____
Name: _____
Title: _____

Nolte Dam Preliminary Engineering Study

Prepared for:

**City of Seguin
&
Meadow Lake Nolte Dam Association**

August 2023

Prepared by:

FREESE AND NICHOLS, INC.
10431 Morado Circle, Suite 300
Austin, Texas 78759
(512) 617-3100



Nolte Dam Preliminary Engineering Study

Prepared for:

**City of Seguin
&
Meadow Lake Nolte Dam Association**

August, 2023



08-11-2023

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Prepared by:

FREESE AND NICHOLS, INC.
10431 Morado Circle, Suite 300
Austin, Texas 78759
(512) 617-3100

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1.0 INTRODUCTION

Nolte Dam, also known as Lake Meadow Dam or TP-5, is located approximately three miles south of Seguin, TX on the Guadalupe River. The dam was completed in 1930 by the Texas Power Corporation. The dam consists of three 85-foot wide by 12.7-foot high Huber and Lutz roof-weir service spillway gates; a turbine electrical generating plant; a 2,000-foot long earth fill embankment; and an 820-foot long emergency spillway located at the far left end of the left embankment. Key dam elevations are shown in Table 1-1. A 2013 study by Freese and Nichols, Inc. (FNI) found that Nolte Dam can safely pass 28 percent of the PMF. Nolte Dam is an intermediate size, high hazard dam and is required by TCEQ to pass 75 percent of the PMF. Figure 1-1 shows an aerial view of Meadow Lake and Nolte Dam.

Table 1-1: Nolte Dam Key Elevations

Dam Feature	Elevation (feet-msl)
Normal Pool	457.9
Emergency Spillway	472.6
Top of Dam	475.0



Figure 1-1: Aerial View of Nolte Dam Spillway

1.1 ORIGINAL DAM CONSTRUCTION

Nolte Dam is one of a series of six dams intended to produce power from the Guadalupe River. The dams were designed by Fargo Engineering around 1927. Final construction of the six dams was completed around 1933 by the Texas Power Corporation who then assumed ownership of the dams. The dams are collectively known as the Guadalupe Valley Hydroelectric System (GVHS). GBRA was formed in 1933 by the Texas legislature with a primary responsibility to manage the water supply and water conservation in

the Guadalupe River Basin. Shortly after formation, GBRA assumed ownership and operations responsibility for the GVHS and has been successfully operating the dams throughout nine decades. GBRA's Guadalupe Valley Hydroelectric Division operates the six dams and hydroelectric plants located in Guadalupe and Gonzales counties that generate electricity for the Guadalupe Valley Electric Cooperative (GVEC).

All six GVHS dams utilize Huber-Lutz (bear trap) style gates for passing river flows and each dam was designed with hydropower turbines. Two of the six dams have three bear trap gates in their principal spillway, all others have two gates. The bear trap gates are situated upon a concrete base structure with features that accommodate the structural steel gate structure within pockets when it is lowered to pass flood waters. A concrete pier separates gates from one another and the gates are bounded by concrete abutments on each end of the spillways. The side seals of the gates traverse along a vertical concrete face at each pier and abutment. All gates share a common height of approximately 12 feet and spans range from 85 feet to 99 feet per gate depending on the location at the various GVHS dam sites. The primary gate structure consists of a structural steel framework. The skin across the top of all framework consists of wooden planks with splined joints for water-tightness.

1.2 PROJECT PURPOSE

The bear trap gates have been in service for almost 90 years at the GBRA facilities. FNI previously evaluated three gate replacement options to the existing bear trap gates. These included replacement with modern bear trap gates, Obermeyer gates, or hydraulic crest gates. Meadow Lake Nolte Dam Association (MLNDA) and the City of Seguin requested FNI to further refine the requirements for replacement of the existing bear trap gates with Obermeyer gates, building on previous studies and evaluations. The primary considerations for this current study focused on the overall stability of the spillway with the Obermeyer gates in place, the need for stability remedial actions to the left and right spillway training walls, further evaluation of dewatering considerations and care of water during construction, recommendations for foundation investigations, and an updated opinion of probable construction cost for the Obermeyer gate replacement project.

2.0 SITE WALKTHROUGH

On December 8th, 2021 FNI conducted a site walkthrough at Nolte Dam along with GBRA and MLNDA personnel to document observations of the existing conditions. Below are the personnel who attend the site walk-through.

Name	Organization
Mathew Moses, P.E.	FNI
Anthony Dundee, P.E.	FNI
Andy Taylor	MLNDA
John Moryl	GBRA

The site was accessed from the east property entrance off of Schneider Road (or Road 466). There is a very narrow bridge that must be crossed shortly after entering onto the GBRA access road. This bridge will pose access restrictions onto the site for larger vehicles and equipment. Once the bridge is crossed, the site is accessed by traveling along the dirt access road.

The spillway was viewed from the left side, upstream and downstream of the embankment crest and from the control room. At the time of the site inspection, all three bear trap gates were fully raised with an upstream water surface elevation approximately at the top of gate. The downstream water surface elevation was slightly above the end sill, submerging most of the stilling basin from view.

Upstream of the embankment on the left side of the spillway, there is a generally flat area adjacent to the reservoir that appears to be most often used for parking and turnaround. The reservoir can be directly accessed from this location. It is also a location where a boat can be launched to access the spillway gates. Downstream of the embankment on the left side of the spillway, there is a slightly sloping and partially flat area adjacent to the left spillway training wall. Access to the river downstream of the gates from this location is very limited. On the west side of the spillway, there is a short section of embankment beyond the right spillway training wall, and beyond that is flat. The reservoir and downstream river appear to be inaccessible from the west side, due to topography and the elevation difference between the water surfaces and top of the right training wall.

During the site visit, special focus was placed on accessibility to the site and possible locations to place a crane. This is discussed further in Section 3.4.



Figure 2-1: Nolte Dam Overview (looking upstream)



Figure 2-2: Nolte Dam Headwater and Tailwater Levels (view from control room)



Figure 2-3: Upstream of Nolte Dam (looking downstream from left abutment)

3.0 OBERMEYER CREST GATE REPLACEMENT CONSIDERATIONS

3.1 GENERAL DESCRIPTION AND OVERALL CONFIGURATION

The Obermeyer crest gate is a proprietary system that is supplied by Obermeyer Hydro, Inc., headquartered in Northern Colorado. This proposed replacement gate system option for Nolte Dam consists of four bottom-hinged, steel gate panels supported on the downstream side by four pneumatically-controlled rubber air bladders, side by side along the 85-foot span between spillway piers, per spillway bay. Typical cross sections of the Obermeyer replacement gate, in open and closed positions, are shown in Figure 3-1 and Figure 3-2.

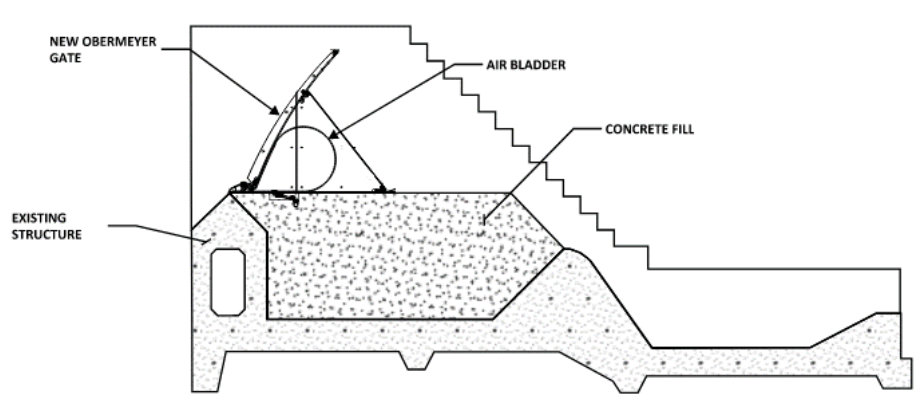


Figure 3-1: Obermeyer Gate Cross-Sections (Open)

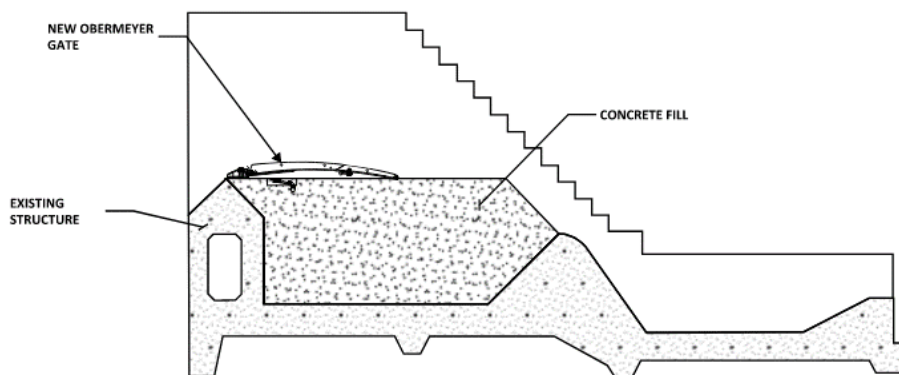


Figure 3-2: Obermeyer Gate Cross-Sections (Closed)

The concept involves the use of air pressure and inflatable bladders to raise or lower the overlying gates to various positions depending upon the desired release rate of flow. At Lake Nolte Dam, the replacement Obermeyer crest gates would span the same 85-foot width and impound 12-foot height of water similarly to the existing bear trap gate system.

Figure 3-3 presents a picture of the upstream skinplates during installation for a typical Obermeyer gate system.



Figure 3-3: Typical Obermeyer Crest Gate Configuration (during installation)

3.2 BLADDER PERFORMANCE/REPLACEMENT

Design configuration discussions with Obermeyer Hydro representatives involved the specifics of a bladder failure and the process of repairing a damaged bladder. As previously mentioned, each 85-foot-wide gate would consist of four separate downstream bladders and skinplate sections. The separate skinplates are connected with a material similar to the actual bladder to create a watertight seal between each skinplate interface. In the event of a bladder failure, it is highly unlikely that all four, three, or even two of the individual bladders would fail at the same time. In the event of a single bladder failure, the skinplate directly upstream of the failed bladder would drop and the connecting skinplate material would tear apart from each adjacent skinplate. The remaining three skinplate sections and bladders would remain in place. In this situation, the reservoir level would decrease to the elevation of the dropped skinplate/bladder section, but the remaining sections would remain intact and in place. Prior to commencement of repairs, it would be necessary to create a small amount of freeboard across the damaged section of the gate in order to provide a dry working area along the base of the gate.

In the event of a bladder failure, which is considered an unlikely event, Obermeyer Hydro personnel indicated that replacement of the bladder would be given highest priority in their fabrication schedule. Current replacement time would be within three weeks. There is always the chance that procurement of a new bladder would take longer and given concerns over a loss of reservoir level for an extended time, consideration should be given to procure one replacement bladder section to have on hand, to expedite replacement. Regarding storage, in the completely unstressed state (flat) the air bladder dimensions are approximately 22' x 17'. This flat shape is considered the best position to store a spare air bladder. The bladder should be stored such that it is not subject to sunlight. Under these conditions, according to Obermeyer Hydro personnel, the bladder should be able to be safely stored equivalent to the time an existing air bladder is in use, which is approximately 25-30 years.

3.3 CONSTRUCTION FLOOD RISK CONSIDERATIONS/DEWATERING

There are numerous considerations associated with managing flood risk during removal of the existing bear trap gates and replacement with the new Obermeyer gates, including:

1. How to protect the work in progress from reservoir headwater and tailwater fluctuations
2. How to plan and configure temporary river diversion facilities
3. How to continue project operations during construction
4. Accessibility to the work area

A temporary dewatering system is recommended to be installed upstream of each gate by the contractor, primarily to maintain a dry work area while managing storm flows, required spillway discharges, and flood events. The greatest concern to an upstream dewatering system is the impact it would have to the upstream reservoir level during flood events. Maintaining too high of an upstream water surface elevation, in combination with a reduction in release capacity due to one of the three gates being out of service, could lead to elevated river levels upstream of the dam.

Protection of the construction site from both headwater and tailwater will require the development of dewatering systems to manage the risk of inundation during the construction activities. Tailwater can be an issue both from releases through the adjacent gate to maintain the upstream reservoir elevation and from generation flows that can result in elevated downstream water levels that may impact the temporary construction staging or work in progress. Downstream tributaries can also contribute to back water effects in the downstream channel that may result in an increased tailwater elevation condition. The Care of Water section of the construction specifications will need to provide the requirements for the contractor to protect the work site from headwater, tailwater, and local drainage and stormwater runoff.

A possible approach for consideration to dewatering and care of water is as follows:

- Construct a protective upstream cofferdam approximately 4 feet higher than the gate pin with the idea of operating it with one foot of freeboard at all times.

- A downstream cofferdam would be constructed just downstream of the proposed gate modifications to protect from backwaters.

Final configuration and design of the cofferdams will require coordination with available hydrologic and historical river stage data. This approach to protecting the work site would protect the work in progress during the occurrence of smaller river flows, but not against a major flood. The bid items would include “Standby” rates and activities related to cleanup and repairs following an event that results in overtopping the cofferdam levels. This approach requires the bidders to provide pre-established pricing for work and activities related to flood conditions on the river that damage or impact the work in progress. This pre-determined risk management approach provides more reasonable pricing and management of project costs than negotiating claims for impact costs prepared during or following a significant flood event.

Since GBRA has lowered two of the existing bear trap gates, the reservoir will remain level with the gate in the down position. The upstream landowners will need to be prepared for this reduced reservoir level for the duration of construction. We would propose that the first completed Obermeyer gate would be functionally completed and operational before work progresses on the other gates. It is recommended that the far-left gate, which currently remains in the up position, should be replaced first.

3.4 SITE ACCESS FOR CONSTRUCTION AND FUTURE MAINTENANCE

Accessibility restrictions pose a challenge to gate replacement construction. As previously noted, a narrow bridge must be crossed when the site is accessed from the east (off of Schneider Road, or Road 466). This bridge will pose severe restrictions on vehicle and equipment access. Once past this bridge, access to the spillway is along a dirt access road. This portion of the access road should not pose vehicle or equipment transport issues. The east side of the dam may also be accessed through Buerger Lane and then crossing the canal which is completely dry when the gates are fully lowered and accessible for construction purposes. This would avoid using the narrow bridge for access. Site access on the east side should be further evaluated prior to construction and feedback from contractors. On the east side of the spillway, the crest of the dam is narrow and therefore will not accommodate a significantly sized crane sited directly on the crest. A control building, also located on the east side of the spillway, limits visibility to a crane operator. Access for a work crane will likely, therefore, be from an area upstream of the dam adjacent to the river or downstream of the dam and adjacent to the downstream training wall. Crane access is also possible on the west side of the spillway. On the west side, the approach is flat until the crane approaches the short section of narrow embankment and the right training wall. The expected necessary lift reach could be over 200 feet to the middle of the center gate. Maximum gate component weights will need to be closely monitored in combination with this long reach.

To provide construction support and long-term regular maintenance of the spillway gates, both a free-span bridge over the spillway and crane towers at each abutment were evaluated. The bridge would support an underhung-style hoist crane which would run from abutment to abutment. It would be

necessary to support the bridge at each abutment and at each of the intermediate piers due to the long span between abutments. The intermediate supports would be subject to damage from floating debris, as the bridge would need to be located at an appropriate elevation above high flow events. In addition, there is concern with the existing intermediate piers supporting the load from this new bridge. Because of these potential issues, focus was shifted to the crane towers on either side of the spillway.

The two crane towers at each end of the dam is considered a practical method to provide construction support and maintenance for the proposed Obermeyer gates. The cranes are estimated to be 60-ft tall and have a reach that extends approximately 213-ft (reference Potain model MDT 219 J8 or similar). During construction, the cranes can be used for the conveyance of concrete for the dam's stabilization, installation of the dewatering system, removal of existing gates, and installation of new gates. Tower crane costs were obtained from various crane manufacturers and sellers to evaluate the financial viability and availability of the proposed concept. During this study, alternatives for power source routes and cost proposals to provide a three-phase power source for the proposed cranes were requested from Guadalupe Valley Electric Cooperative (GVEC). It was determined that power can be brought to the site through the west side of the dam. New power and transformers will need to be installed at each end of the dam to power the cranes. This proposed source of power will be used to operate the new mechanical building and equipment. A back-up generator would be provided on site to power the mechanical building in case of power outages. The layout for this system is shown in Figure 3.1.

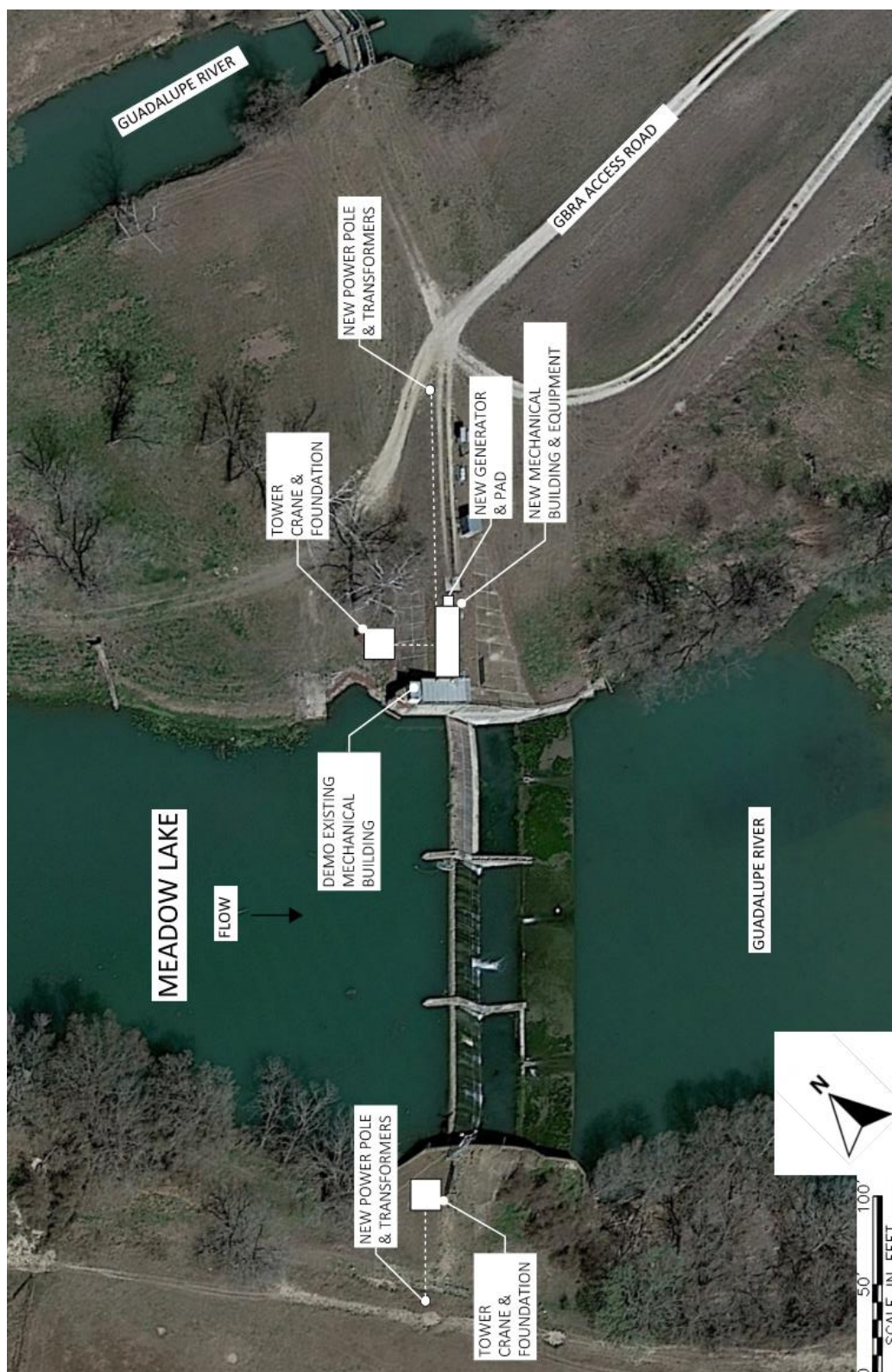


Figure 3-1: Construction and Maintenance Lifting System

4.0 STRUCTURAL STABILITY

A stability analysis was performed to assess the existing conditions of the spillway at Nolte Dam as well as for the proposed gate modifications for compliance with current dam safety criteria. This chapter provides an overview of the stability analyses, including the stability criteria, analytical methods, load conditions and results. In-depth calculations will not be presented as part of this scope of work.

4.1 STABILITY CRITERIA

Structure stability is generally evaluated against four failure modes: sliding, overturning, bearing capacity, and floatation. The stability analyses for the analyzed gravity sections were evaluated following United States Army Corps of Engineer (USACE) guidelines, including EM 1110-2-2200 “Gravity Dam Design” [USACE, 1995] and EM 1110-2-2100 “Stability Analysis of Concrete Structures” [USACE, 2005].

The gravity method of stability analysis was used to evaluate structural stability. The spillway section was analyzed on a per foot basis neglecting contribution of weight from the intermediate piers. This was done due to the long width of the structure between supporting members. A failure plane was considered at the bottom of the foundation keys and the structure above the failure plane has been considered to act monolithically.

Sliding stability is analyzed according to the limit equilibrium method defined by USACE guidelines. The factor of safety against sliding is the ratio of shear strength provided by base friction and cohesion to applied shear force. Overturning stability of the dam is characterized by the location of the net vertical force in relation to the section’s base length. Bearing pressure is compared to an allowable bearing pressure for the foundation material. Floatation stability is determined based on the ratio of resisting gravity loads (weight of structure, weight of water above top of slab, etc.) to the destabilizing uplift pressure.

Texas Commission on Environmental Quality (TCEQ) dam safety guidelines [1] provides criteria for sliding and overturning stability and bearing capacity. Criteria for flotation stability is not specifically discussed in the TCEQ dam safety guidelines; therefore, USACE guidelines were used for this failure mode.

Table 4-1 presents the TCEQ/USACE stability requirements for usual, unusual, and extreme loading conditions.

Table 4-1: Stability Criteria

Loading Condition	Minimum Factor of Safety - Sliding	Minimum Factor of Safety - Flotation	Overturning Resultant Location Along Base of Structure	Foundation Bearing Pressure
Usual	2.0	1.3	Middle 1/3	< Allowable
Unusual	1.7	1.2	Middle 1/2	< Allowable
Extreme	1.3	1.1	Within Base	< 1.33xAllowable

4.2 MATERIAL PROPERTIES

The material and strength properties used in this preliminary stability analysis are shown in Table 4-2. These values were developed based on original boring data, previous site investigations and testing, and engineering judgment based on current stability of the spillway. Borings within the channel river were done during original design. Specific foundation material properties beneath the spillway were estimated due to a lack of testing data available.

Table 4-2: Material Properties

Property	Value
Unit Weight of Water	62.4 pcf
Unit Weight of Concrete	150 pcf
Unit Weight of Soil	120 pcf
Unit Weight of Saturated Soil	130 pcf
Foundation Bearing Pressure	3,000 psf
Internal Friction Angle at Failure Plane	34 degrees
Cohesion at Sliding Failure Plane	0 psf
At-Rest Earth Pressure Coefficient	0.44

4.3 LOADS AND LOAD CASES

Two load cases were considered for the preliminary stability analysis: normal operating conditions and flood conditions, which are classified as usual and unusual loading conditions, respectively. The following sections discuss the individual loads imposed on the structure for the stability analysis.

4.3.1 Gravity Loads

The primary gravity loads considered in the stability analysis include the self-weight of the dam, concrete infill between the gate sill which is required for the installation of the new Obermeyer gates, and the weight of the gate.

4.3.2 Hydrostatic Loads

Hydrostatic loading includes the driving and resisting lateral loads which correspond to headwater and tailwater conditions. Additionally, the water weight above the top surface of the structure is considered based on the water levels in the river. Table 4-3 indicates the water surface elevations considered for the stability analysis. To note, elevations are based off the record drawings datum.

Table 4-3: Design Water Surface Elevations

Load Case	Headwater Elevation (ft)	Tailwater Elevation (ft)
Normal Operations	378.13	355.50
Flood	378.13	378.13

4.3.3 Soil/Silt Loads

Lateral soil loads were considered on the upstream and downstream face of the spillway. The lateral force due to soil pressure is based on the effective density of soil due being fully submerged in both load cases considered. The soil levels upstream and downstream of the structure were taken at an elevation of 366.13 and 355.5 respectively. Similar elevations are referenced to the as-built drawing datum.

4.3.4 Uplift

The original design included an underdrain system to collect water passing under the structure and reduce uplift under the footprint of the spillway. This underdrain system consists of lateral and longitudinal pipes under the gated portion of the spillway slab that drain into the stilling basin and lateral pipes under the stilling basin slab that also drain into the stilling basin. The first line of drains begins just downstream of the upstream key. Based on the original boring logs, it appears that the spillway slab rests on a layer of gravel.

In addition, the original design included both an upstream and downstream steel sheet pile cutoff. The depth of the cutoffs is unknown.

Several uplift profiles were evaluated as part of the stability analyses in evaluating both existing and future conditions and are discussed in detail in the following section.

4.4 STABILITY ANALYSES

4.4.1 Existing Conditions

The first step in evaluating stability of the spillway was to establish potential foundation material strength properties and existing uplift conditions. The existing condition and performance of the underdrain system and sheet pile cutoffs are unknown, and the drain performance and effectiveness of the sheet pile directly affect actual uplift pressures.

Given the above unknowns, it was decided to evaluate best- and worst-case uplift conditions to bracket potential existing conditions.

For the worst-case condition, it was assumed that the drains are inoperable and the cutoffs are ineffective (due to age and possible deterioration from corrosion), which leads to an uplift profile varying from full headwater to tailwater under the length of the spillway, as shown in Figure 4-1. Under this assumption, the existing spillway is shown to be unstable, with a flotation factor of safety less than 1.0.

For all existing condition stability analyses, the bear trap gates were in their fully raised position, locked in place, and fully drained.

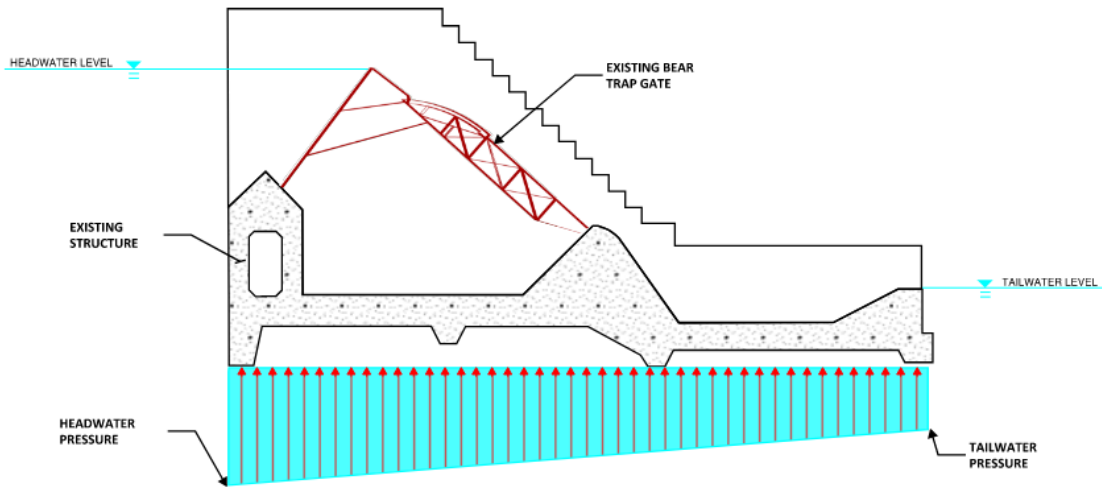


Figure 4-1: Existing Spillway – Full Uplift

Given the spillway is currently in place (i.e., has not failed), the drains must still be in some form operational, with the corresponding uplift forces being less than that based on full headwater to tailwater. For the best-case condition, it was assumed that the drains are fully operable and the cutoffs are still effective. Under this condition, a uniform uplift pressure equivalent to tailwater under the length of the spillway was applied, as shown in Figure 4-2.

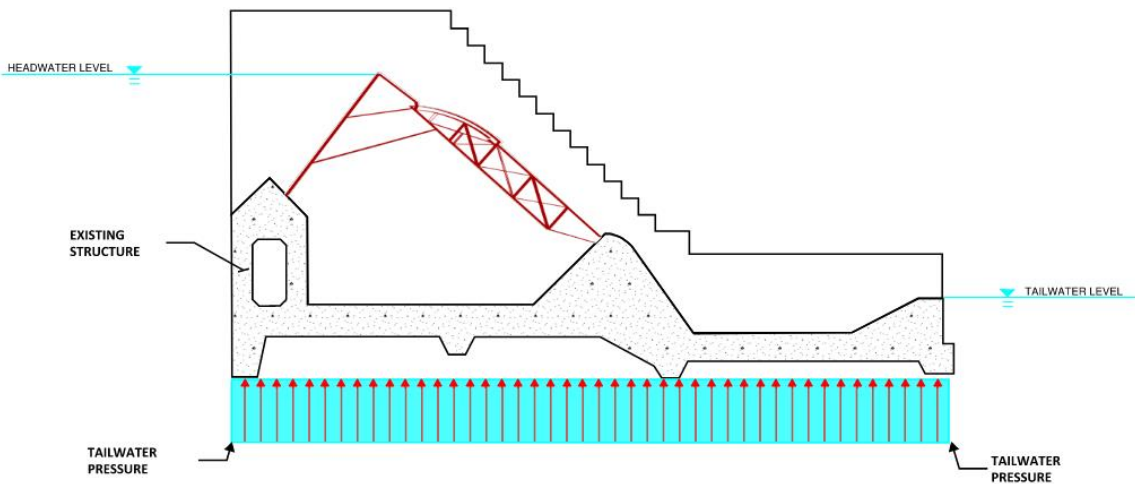


Figure 4-2: Existing Spillway – Reduced Uplift

Although this condition does not meet regulatory dam safety standards, flotation and overturning stability, along with bearing pressure, would be acceptable. As previously noted, specific test data is not available for foundation materials beneath the spillway. The required internal angle of friction along the proposed failure plane was computed that would result in a sliding factor of safety greater than 1.0 (to represent a stable structure). The computed internal angle of friction of 34 degrees was confirmed to be appropriate for the assumed failure plane within the foundation of the spillway based on the original boring logs. As discussed in more detail further in this report, this value will be established or confirmed during a foundation geotechnical program prior to final design. Stability results for this condition is shown in Table 4-4.

Table 4-4: Existing Conditions – Normal Operations (Reduced Uplift) - Stability Results

Flotation	
Computed Factor of Safety	2.0
Required Factor of Safety	1.3
Overturning	
Computed Location of Resultant	Middle 1/3
Required Location of Resultant	Middle 1/3
Bearing	
Computed Bearing Pressure	456 psf
Allowable Bearing Pressure	3,000 psf
Sliding	
Computed Factor of Safety	1.06
Required Factor of Safety	2.0

As a final evaluation of the existing structure, the USACE provides guidelines on evaluating existing structures with drains in place [2]. The guidelines allow up to a 50% reduction in uplift between headwater and tailwater at the first line of drains. Under this condition, uplift varies from full headwater at the upstream edge of the spillway, to a reduced uplift at the first line of drains, to tailwater pressure at the downstream end of the spillway. Tailwater pressure starts at the end of the gated portion of the spillway, as it is assumed that the stilling basin drains are still effective over the full length of the stilling basin. Figure 4-3 depicts this uplift profile.

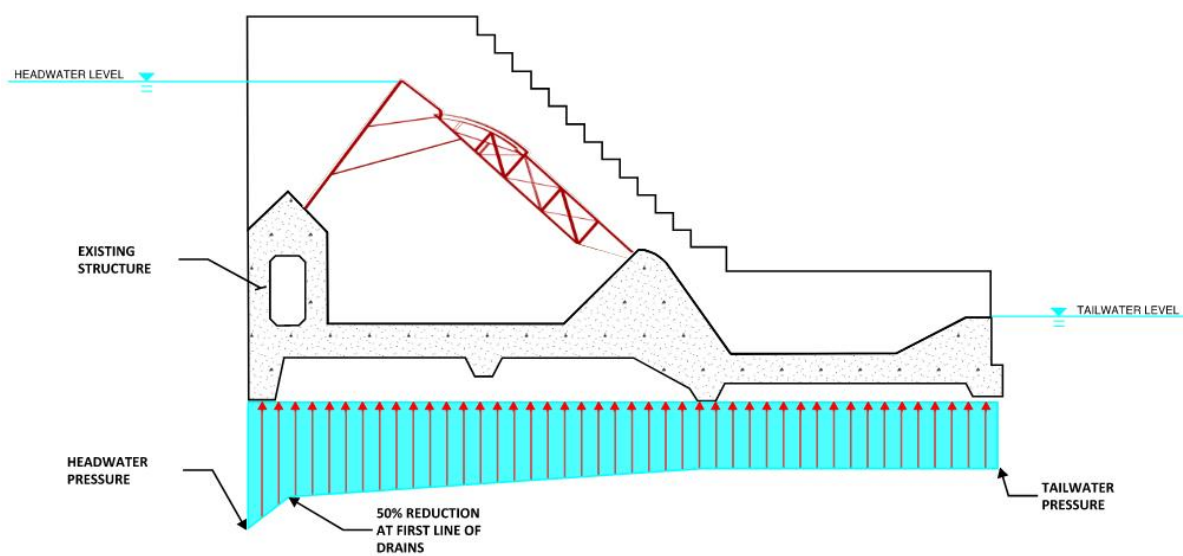


Figure 4-3: Existing Spillway – USACE Uplift Diagram

For this condition, under the usual load case, the resultant force along the base of the spillway falls outside of the middle third of the base, which indicates a cracked base. This result is considered unacceptable for a usual load condition.

4.4.2 Future Conditions

For the evaluation of the spillway with the replacement Obermeyer gates, mass concrete fill within the existing bear trap gate chamber was included. This fill material is necessary to provide a resting surface for the Obermeyer gates in a closed position, and has the added benefit of providing added mass for stability.

The first condition evaluated was based on the USACE allowable uplift profile, allowing a 50% reduction at the first line of drains, as shown in Figure 4-4.

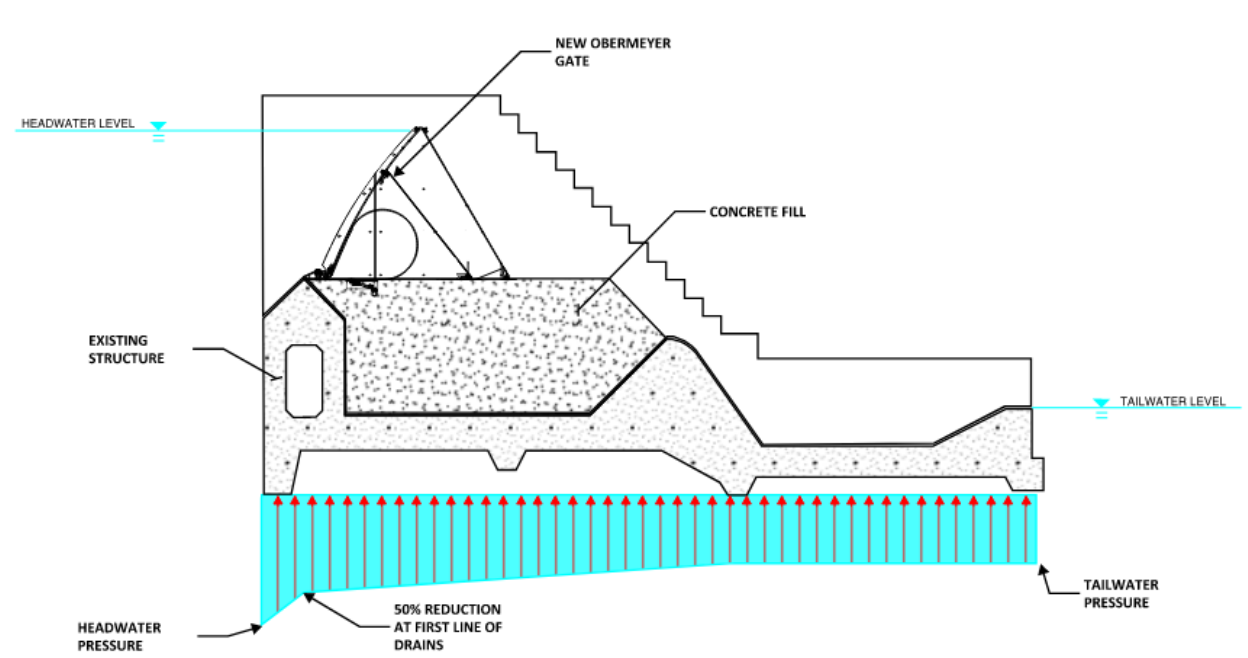


Figure 4-4: Future Spillway – USACE Uplift Diagram

For this condition, under the usual load case, flotation and overturning stability, along with bearing pressure, is acceptable. However, the factor of safety against sliding is 1.56, which is less than the required value of 2.0. Assuming the drain system is still functional, under this uplift loading assumption, remedial measures would need to be taken to improve sliding stability and satisfy criteria.

Due to the current age of the spillway (specifically the underdrain system and upstream and downstream sheetpile cutoffs), and the fact that the spillway will need to continue to remain in service for many years to come, the final stability evaluation considered the current drain system and sheetpile cutoffs ineffective. As previously mentioned, the existing condition of the underdrain system and sheetpile cutoffs is unknown; and it is a reasonable assumption that at some point, the drains could fully clog, the

drain pipes collapse, or the sheetpiling corrode to a point they are no longer useful. Under this situation, the uplift profile would vary from full headwater to tailwater under the length of the spillway.

To improve stability and satisfy stability criteria, remedial measures most appropriate for this spillway would be adding supplemental drains to better manage uplift pressures long-term and anchoring into the foundation. It was first considered to add vertical drains near the upstream end of the spillway, installing them from within the existing 3'-0" x 6'-0" intake port. This would result in the previously described allowable reduction at the line of drains. However, this option was not progressed due to the challenges of installing vertical drains within such a small working area and potential dangers related to the control of high headwater uplift pressures. Installing vertical relief wells through the stilling basin slab is relatively straight forward and would result in a reduced uplift along the downstream portion of the spillway, equal to tailwater pressure. Anchoring of the spillway into the foundation would involve installation of post-tensioned anchors through the thickened portion of the spillway slab, inclined upstream with penetration into the predominately clay foundation. The proposed vertical relief wells, anchors and assumed uplift profile are depicted in Figure 4-5.

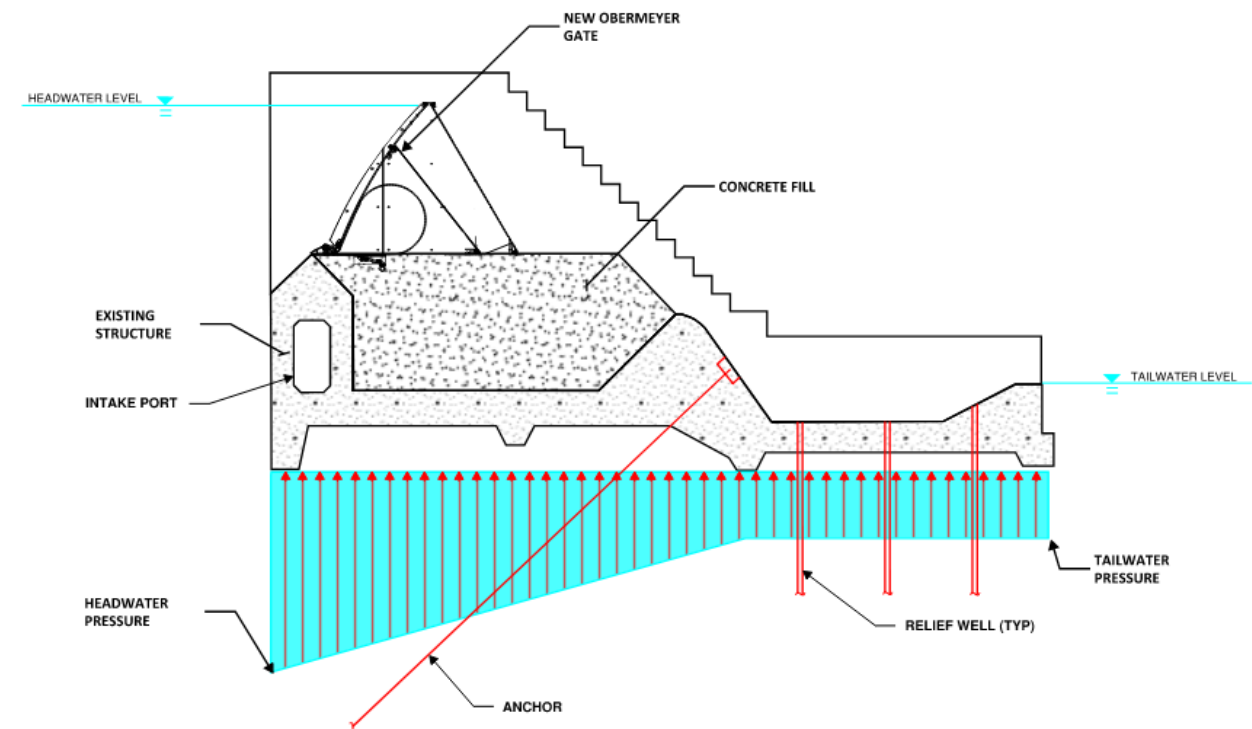


Figure 4-5: Future Spillway – Remedial Measures to Satisfy Stability

Table 4-5 below indicates the factors of safety obtained for the future spillway with the Obermeyer gates, concrete fill, and proposed remedial measures including relief wells and anchors.

Table 4-5: Improved Spillway Stability Results

Loading Condition	Normal Operations	Flood
Flotation		
Computed Factor of Safety	2.31	3.60
Required Factor of Safety	1.3	1.2
Overturning		
Computed Location of Resultant	Middle 1/3	Middle 1/2
Required Location of Resultant	Middle 1/3	Middle 1/2
Bearing		
Computed Bearing Pressure	1,205 psf	1,291 psf
Allowable Bearing Pressure	3,000 psf	3,000 psf
Sliding		
Required Anchor Force	8 kips/ft	0 kips/ft
Computed Factor of Safety	2.11	9.96
Required Factor of Safety	2.0	1.7

For normal operating conditions, an externally applied anchor resistance of 8 kips per foot is required to meet the required factors of safety. If anchors are installed at 10-foot intervals along the width of the spillway, an anchor resistance of 80 kips is required per anchor.

Generally, the most critical loading condition was found to occur at normal operations in which the largest head differential occurs between the upstream and downstream ends of the spillway. Higher tailwater levels during flood events results in higher uplift pressures, but these pressures are offset by the weight of water within the stilling basin.

4.5 TRAINING WALL STABILITY

Review of existing FNI reports on the training wall stability at Nolte Dam was performed as part of this scope of work. The most recent report was submitted to GBRA on August 26, 2015 and is titled “Technical Memorandum Dunlap, McQueeney, Nolte, and TP-4 Dams – Training Wall Stability – Updated Analysis Results”. The findings from the previous study indicated that the walls are stable for both usual and unusual loading conditions. A summary of the results obtained from the previous stability analysis is presented in Table 4-6 below.

Table 4-6: Training Wall Stability Results

Loading Condition	Usual
Computed Location of Resultant	Middle 1/3
Required Location of Resultant	Middle 1/3
Computed Factor of Safety	3.1
Required Factor of Safety	1.5

For unusual loading conditions, the wall was analyzed by back-calculating the required undrained shear strength of the backfill soil given the undrained strength of the foundation material in order to meet current stability criteria. It was found that a required cohesion of 600 psf is needed for training wall stability. Laboratory results from the unconsolidated undrained test on the clay fill material at Nolte Dam indicate that the minimum tested strength value of the backfill material is 1,096 psf which is greater than the required cohesion. Therefore, the training walls satisfied stability requirements for unusual loading conditions.

The findings of the previous stability analyses are still applicable and the stability of the walls satisfy code requirements. Further laboratory testing prior to final design, in addition to the spillway foundations investigations, will be performed to verify previous testing results.

5.0 OPINION OF PROBABLE PROJECT COST (OPCC)

This section covers the background, methodology, and limitations associated with the OPCC for this project at the present level of development.

5.1 LEVEL OF PROJECT DEFINITION

AACE International (formerly the Association for the Advancement of Cost Engineering) defines five levels of cost estimates for a project in their Recommended Practice No. 17R-97 [3]. AACE classifications are a widely accepted guideline within the cost-estimating community for defining level of project maturity and expected range of accuracy for associated project cost estimates. AACE classifications range from Level 5 to Level 1 for the lowest to highest level of project definition. The purpose of the AACE classifications is to “improve communication among stakeholders involved with preparing, evaluating, and using project cost estimates.” The guidelines are intended to help avoid inappropriate decisions caused by misunderstandings of cost estimates and what they are expected to represent.

The United States Society on Dams (USSD) also provides guidelines for construction cost estimations for reservoir projects [4]. USSD recommends classifications for cost estimates which correspond directly to the AACE classifications. Per USSD, generally only a bidding contractor would expend the effort necessary to develop an AACE Class 1 estimate.

This memorandum presents AACE Class 3 cost estimates for the gate replacement. Per AACE, a Class 3 estimate corresponds to a project maturity level of between 10 and 40 percent completeness. A Class 3 OPCC is suitable for budget authorization but should be refined during final design for budget control of the project. The true project construction cost would be expected to fall within -15 to +20 percent of the Class 3 OPCC. Table 5-1 summarizes the AACE cost estimate classifications with the Expected Accuracy Ranges recommended by USSD. The OPCC includes line items of the most significant construction costs for the major project components.

5.2 UNIT PRICES

Preparation of an OPCC involves the use of data derived from a number of sources, with an overall goal of obtaining a reasonable and defensible expectation of costs for a specific level of project maturity. Sources of data used in preparation of the OPCC include but are not limited to the following:

1. Construction data aggregation services
2. Publicly-available construction data
3. Similar past projects performed by owner and/or engineer
4. Professional experience and engineering judgement

Unit prices shown in the OPCC are assumed to include direct project costs, overhead, and profit for each line item. In other words, unit prices reflect the total unit cost of that line item to the owner. Except where explicitly noted, indirect project costs (e.g. bonds, safety program, quality control, surveying, insurance,

warranties, taxes, etc.) are assumed to be subsidiary to the major construction work items listed in the OPCC.

Table 5-1: AACE Generic Cost Estimate Classification Matrix

Estimate Class	Level of Project Definition (as a % of completion)	End Use	Expected Accuracy Range	Preparation Effort (Degree of effort relative index of 1)
Class 5	0% to 2%	Screening or feasibility	L: -20% to -50% H: +30% to +100%	1
Class 4	1% to 15%	Concept study or feasibility	L: -15% to -30% H: +20% to +50%	2 to 4
Class 3	10% to 40%	Budget authorization	L: -10% to -20% H: +10% to +30%	3 to 10
Class 2	30% to 75%	Control or bid/tender	L: -5% to -15% H: +5% to +20%	5 to 20
Class 1	65% to 100%	Check estimate or bid/tender	L: -3% to -10% H: +3% to +15%	10 to 100

5.3 RISKS AND CONTINGENCY

An OPCC is an approximation based on available records at a present time to represent a prediction of conditions at some point in the future. As such, an OPCC is necessarily an approximation and thus has an inherent level of uncertainty. At a feasibility design level, the OPCC is subject to considerable risk which is reflected in the expected accuracy ranges provided. Major risks to the OPCC identified for the gate replacement project include, but are not limited to the following:

1. **Economic conditions:** The construction industry has seen major fluctuations in bidding climate during recent years. Commodity prices fluctuate with market conditions, which can affect unit prices on critical construction line items (e.g. cement, aggregates and sand, diesel fuel, steel, etc.). Similar construction projects occurring simultaneously can raise bid prices due to shortages in specialized contractors. Additionally, major regional events (e.g. Hurricane Katrina) can cause sharp increases or decreases in material and labor prices.
2. **Unforeseen Conditions:** Rehabilitation projects inherently experience unforeseen conditions during construction. For this project, we would consider foundation conditions the biggest unknown. A geotechnical field investigation will be required to better understand material properties and overall foundation conditions within the footprint of the existing spillway.
3. **Schedule risks:** Many costs in the OPCC are related to the project schedule and duration of construction. A number of factors can affect the project schedule including floods and weather delays during construction.

USSD recommends a total project contingency of between 10 and 30 percent for a budget-level estimate to address uncertainty and risk factors. Contractor overhead and profit (OH&P) at 15 percent has been

included in this OPCC. A 15% contingency has been added to the General Contract Items and a 5% contingency has been added to the Direct Contract Items.

5.4 PRICE BASE

Unless otherwise stated, all dollar values presented in this memorandum can be assumed to be nominal values with a price base of August 2023. It is anticipated that construction may begin in January of 2025. The OPCC includes a 5% escalation factor to account for price increases between the date of this report and January 2025.

5.5 OWNER-FURNISHED EQUIPMENT

The Obermeyer gate system is proprietary and furnished in the United States by a single vendor. The owner has chosen to sole source the fabrication, installation, start up and testing of the new gate system. The cost estimate presents the gate system costs separate from the general construction contract items.

5.6 EXCLUDED COSTS

The OPCC presented in this memorandum does not include material sales tax or non-construction costs, including the following:

- Project financing costs
- Easement and right-of-way acquisition
- Legal costs
- Public outreach
- Owner administration and project management costs
- Ongoing costs, including operation and maintenance

Table 5-2 shows the opinion of probable project cost for the installation of three new Obermeyer gates and required improvements at Nolte Dam.

Table 5-2: Opinion of Probable Construction Cost

City of Seguin/Meadow Lake Nolte Dam Association					
Nolte Gate Replacement with Obermeyer Gate Systems (3 total)					
Opinion of Probable Construction Cost					
				August 11, 2023	
ESTIMATOR		CHECKED BY		PROJECT NO.	
				SEG21926	
GENERAL CONTRACT ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Performance and Payment Bonds and Insurance	1	LS	\$ 163,653	\$ 163,653
2	Mobilization and Demobilization	1	LS	\$ 381,857	\$ 381,857
3	Site Preparation and Access	1	LS	\$ 75,000	\$ 75,000
4	Care of Water/Temporary Facilities	1	LS	\$ 780,000	\$ 780,000
5	Removal and Disposal of Existing Gates	3	EA	\$ 128,700	\$ 386,100
6	Tower Crane Foundations	2	EA	\$ 150,000	\$ 300,000
7	Fabrication of Dewatering System	1	LS	\$ 300,000	\$ 300,000
8	Dewatering Support Sleeves	1	LS	\$ 250,000	\$ 250,000
9	Infill Concrete Modifications to Existing Structure	2,400	CY	\$ 550	\$ 1,320,000
10	Demo Existing Mechanical Building and Equipment	1	LS	\$ 50,000	\$ 50,000
11	New Mechanical Building and Foundation Slab	1	LS	\$ 180,000	\$ 180,000
12	Electrical Feed from Utility Pole and Point of Delivery Protection	2	EA	\$ 100,000	\$ 200,000
13	50kW Standby Generator, Pad, and Transfer Switch	1	LS	\$ 125,000	\$ 125,000
14	Three Phase and Single Distribution Panels (One each)	1	LS	\$ 80,000	\$ 80,000
15	Side Sealing (Epoxy Coating)	6	EA	\$ 18,000	\$ 108,000
16	Strand (or Bar) Anchors	1	LS	\$ 565,500	\$ 565,500
17	Relief Wells	1	LS	\$ 240,500	\$ 240,500
18	Instrumentation	1	LS	\$ 90,000	\$ 90,000
19	Flood Cleanup Allowance	3	EA	\$ 35,000	\$ 105,000
20	Standby Time Delays	30	DAY	\$ 10,000	\$ 300,000
SUBTOTAL:					\$ 6,000,700
OH&P:				15%	\$ 900,200
SUBTOTAL:					\$ 6,900,900
CONTINGENCY:				10%	\$ 690,100
SUBTOTAL:					\$ 7,591,000
Estimate Accuracy Range (AACE CLASS 3, Project Maturity 10-40%)				-15%	\$ 6,452,350
				20%	\$ 9,109,200
DIRECT CONTRACT ITEMS					
1	Three (3) New Obermeyer Gates (Delivered to Site)	1	LS	\$ 3,604,700	\$ 3,604,700
2	Obermeyer Gate Installation/Training/Startup	1	LS	\$ 1,487,450	\$ 1,487,450
3	Tower Crane Supply (Delivery and Erection)	1	LS	\$ 1,116,000	\$ 1,116,000
4	Utility Company Power Feed (From GVEC)	1	LS	\$ 294,000	\$ 294,000
SUBTOTAL:					\$ 6,503,000
CONTINGENCY:				5%	\$ 325,150
SUBTOTAL:					\$ 6,828,200
Estimate Accuracy Range (AACE CLASS 3, Project Maturity 10-40%)				-5%	\$ 6,486,743
				10%	\$ 7,510,965
CONSTRUCTION SUBTOTAL:					\$ 14,419,200
COST ESCALATION FACTOR TO JAN-2025:				5%	\$ 721,000
CONSTRUCTION TOTAL					\$ 15,140,200
Estimate Accuracy Range (AACE CLASS 3, Project Maturity 10-40%)				Low Range	\$ 13,586,047
				High Range	\$ 17,451,173
OTHER BUDGET ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Structure Survey and Site Investigations	1	LS	\$ 225,000	\$ 225,000
2	Engineering Design	1	LS	\$ 953,000	\$ 953,000
3	SCADA (Remote Monitoring & Surveillance from Two Locations)	1	LS	\$ 250,000	\$ 250,000
4	Construction Oversight and Quality Assurance	1	LS	\$ 454,206	\$ 454,206
5	Resident Representation	16	Month	\$ 35,000	\$ 560,000
SUBTOTAL:					\$ 2,443,000
Notes:					
1. Estimate is presented in 2023 USD. Cost escalation should be included in project budget, assuming construction schedule with Notice to Proceed in 2025 and 16 month project duration.					
2. Overtopping protection of the earthen embankments is not included as part of the immediate project improvements. Engineering analysis of the river hydraulics and embankment stability will be completed during Engineering Design, coordinated with the Texas Commission on Environmental Quality Dam Safety Program, and addressed as part of the operations and maintenance plan for Nolte Dam and Meadow Lake Reservoir.					

6.0 CONCLUSIONS AND RECOMMENDATIONS

The purpose of this study was to further progress the design and construction considerations for replacement of the three existing bear trap gates with Obermeyer gates at Nolte Dam.

Stability of the spillway, with the new Obermeyer gates, was evaluated. It was determined that the proposed spillway configuration does not satisfy stability requirements under sliding conditions and corrective measures are required in conjunction with the spillway gate replacement. As the basis for preliminary design estimates, in addition to adding mass fill material, the improvements consist of installing post-tensioned anchors through the existing slab and into the foundation, as well as installation of relief wells in the stilling basin slab to reduce uplift pressures under the structure. During final design, consideration will be made to using a lighter-weight fill material to support the Obermeyer gates. This will need to be balanced by providing the required weight for stability, size and number of anchors, and allowable bearing capacity. To design the anchors and relief wells and verify foundation bearing capacity, it will be necessary to perform a geotechnical foundation investigation to best define foundation conditions and material properties beneath the spillway. The details of this recommended investigation are discussed further in this section.

Stability of the left and right training walls was re-evaluated. It was determined that the findings of the previous stability analyses are still applicable, and stability of the walls satisfy code requirements. Further laboratory testing prior to final design will be performed to verify previous testing results.

Care of water and dewatering during construction was also further evaluated. It will be necessary to provide a means to provide a dry work area on a daily basis for critical construction activities, including gate demolition, placement of the concrete fill material, installation of the Obermeyer gates, and installation of the relief wells. This involves protection of the work area upstream, downstream, and along the sides of each spillway bay. In addition to protection of the work area on a daily basis, consideration must be given to how the contractor will handle flood events, which will very likely inundate the work area, resulting in temporary removal of equipment and materials, work shutdown, clean up and restart of work.

The following assumptions related to care of water should be confirmed during the final design effort:

- Work sequencing shall be limited to replacement of one spillway gate at a time.
- Required maintenance flows during construction will be evaluated during final design. This could influence sequence of construction.

As part of final design, the following hydrologic and hydraulic evaluations should be considered:

- Better characterize typical flow conditions along this reach of the Guadalupe River for use in evaluating construction risk.
- River flow versus tailwater curves will be required to assess needs and extent of required downstream cofferdam.

As previously mentioned, specific foundation material properties beneath the spillway were estimated due to a lack of testing data available. Prior to final design, further site investigations are required to verify the assumptions or establish final foundation material and strength properties. This will specifically consist of collecting and testing of materials beneath the existing spillway for use in final stability calculations and relief well and anchor design.

The proposed geotechnical scope of work should consist of field exploration, laboratory testing, engineering analysis, and reporting as described below.

Field Exploration:

1. Select appropriate locations for exploratory borings within the vicinity of the dam. Coordinate with Client and notify Texas 811 of the planned borings prior to commencement of the field exploration activities in order to locate existing underground utilities within the area. It is assumed the boring locations will be accessible using a truck-mounted drill rig. If clearing is required to access the selected site or if an all-terrain drill rig is required to access the boring locations, these activities will be included as Additional Services.
2. Subcontract with a drilling contractor to drill six borings, two upstream of the dam, two near the dam centerline and two downstream of the dam. It is anticipated that there will be three borings on the left bank and three borings on the right bank. Four borings will be drilled to an approximate depth of 75 feet and two borings to a depth of approximately 60 feet.
 - a. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter push tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored and/or tested *in situ* using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - b. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - c. The borings will be backfilled with cement-bentonite grout upon completion of drilling and sampling.
 - d. Due to the uncertainty in the current condition of the underdrain system and sheetpile cutoffs, it is recommended to install piezometers through the spillway slab to quantify the uplift pressure beneath the slab during the upcoming foundation geotechnical investigation. A total of 9 piezometers is recommended to be installed with 3 piezometers provided per gate bay and placed near the upstream face (downstream of sheet pile cutoff), between the gate sills, and in the stilling basin (upstream of sheet pile cutoff).

3. Conduct a site visit prior to drilling to locate and mark the boring locations, coordinate with the Client, and determine accessibility, as required.
4. An Engineer or Geologist experienced in logging borings will direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

Laboratory Testing:

1. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
2. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
3. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - a. Atterberg limits – 25 tests
 - b. Percent passing the no. 200 sieve – 20 tests
 - c. Gradation tests – 5 tests
 - d. Moisture content – 25 tests
 - e. Unit dry weight – 10 tests
 - f. Unconfined compressive strength – soil: 20 tests; rock – 20 tests
 - g. Triaxial tests – 3 tests
 - h. Direct shear tests – 4 tests

Geotechnical Engineering Analysis and Reporting

1. FNI will perform the geotechnical engineering analysis and prepare a Geotechnical Investigation Report summarizing the investigation. The report will include the following:
 - a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - c. Anchor design recommendations for the spillway and stilling basin and lateral and overturning resistance, etc. applicable for the loading conditions on the spillway.
 - d. General discussion of expected construction related issues.
 - e. Earthwork related recommendations for use during development of plans and specifications.

Based on the results and findings of the preliminary engineering study for replacement of the existing spillway gates, it was verified that Obermeyer gates are an effective option for improving Nolte Dam to meet modern dam safety and regulatory standards. Therefore, it is recommended to proceed with the final design and development of construction documents for the construction of an Obermeyer Crest Gate System and proposed remedial improvements to the dam.

7.0 REFERENCES

1. Dam Safety Program, Texas Commission on Environmental Quality, August 2009. Design and Construction Guidelines for Dams in Texas.
2. US Army Corps of Engineers, December 2005, Stability Analysis of Concrete Structures.
3. AACE International. 2011. Recommended Practice No. 17R-97, Cost Estimate Classification System.
4. U.S. Society on Dams. May 2012. Guidelines for Construction Cost Estimating for Dam

COUNTY ELECTION SERVICES CONTRACT COSTS

MEADOW LAKE WCID SPECIAL ELECTION NOVEMBER 7, 2023

COST ESTIMATE

Includes 6 Guadalupe County Early Voting and 33 Election Day Vote Center Locations

Item #	Costs/Services	Estimate
1.	Ballots (printing, postage, processing of mail ballots; sample and provisional ballots)	\$ 35.00
2.	Electronic voting system programming and testing.	122.00
3.	Publication of Electronic Voting Equipment Test.	5.00
4.	Election kits	8.00
5.	Rental of voting equipment.	75.00
6.	Preparation and transportation of voting equipment.	25.00
7.	Polling place rental.	10.00
8.	Precinct election judges and clerks.	50.00
9.	Early Voting Personnel	75.00
10.	Early Voting Ballot Board Personnel.	15.00
11.	Personnel for central counting station - Election Night	5.00
12.	County Election Services Contract Administrative Fee	75.00
13.	*Total Estimated Election Cost:	500.00



Lisa Hayes
Guadalupe County Elections Administrator
215 S. Milam Street
Seguin, TX 78155
830-303-6363 (Office)
830-303-6373 (Fax)
lisa.hayes@co.guadalupe.tx.us

DATE: July 13, 2023

*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.

THE STATE OF TEXAS }
 }
COUNTY OF GUADALUPE}



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between the Elections Administrator of Guadalupe County, Texas ("Elections Administrator") and the Meadow Lake Water Control and Improvement District, Texas hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 7, 2023.

Said Political Subdivision is holding a Special Election, at their expense on November 7, 2023.

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:

GENERAL PROVISIONS

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract.
- C. 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.
- D. The Elections Administrator has the right to enter into agreements with other entities at any time and may require that authorities of the Political Entity holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Political Subdivision agrees to enter into a joint election agreement required by Guadalupe County.

I. RESPONSIBILITIES OF ELECTIONS ADMINISTRATOR. The Elections Administrator shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:

A. Nomination of Presiding Judges and Alternate Judges. The Elections Administrator shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Elections Administrator shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Elections Administrator. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Elections Administrator shall ensure that a bilingual election clerk is appointed. The Elections Administrator shall notify the clerks of the same information that the judges receive under this section.

C. Election Training. The Elections Administrator shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the voting system and the conduct of elections, including qualifying voters, issuing ballots, maintaining order at the polling location, and conducting provisional voting.

D. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Elections Administrator, the tabulation supervisor, and the other members the Elections Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Elections Administrator shall also be responsible for the publication of the required notice of such testing.

E. Election Supplies. The Elections Administrator shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists,

forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- F. **Registered Voters List.** The Elections Administrator shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- G. **Notice of Previous Polling Place.** The Elections Administrator shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.
- H. **Ballots.** The Elections Administrator or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the Political Subdivision, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions.
- I. **Applications for Mail Ballots.** The Political Subdivision and Elections Administrator agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 215 S. Milam St, Seguin, Texas 78155 or P.O. Box 1346, Seguin, Texas 78156 are the early voting clerk's mailing addresses to which ballot applications and ballots voted by mail shall be sent for the Political Subdivision.
- J. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Elections Administrator shall serve as the Early Voting Clerk for the Election.
 - 1. The Elections Administrator shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
 - 2. The Elections Administrator shall receive mail ballot applications on behalf of the Political Subdivision. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Elections Administrator or deputies at the Elections Office located at 215 S. Milam St., Seguin, Texas 78155. Applications for mail ballots sent to the Political Subdivision shall be promptly faxed to the Elections Administrator at (830)303-6373, or emailed to earlyvotingclerk@co.guadalupe.tx.us for timely processing and then the

original application forwarded to the Elections Administrator for proper retention.

3. Early voting ballots shall be secured and maintained at the Elections Office at 215 S. Milam St., Seguin, Texas 78155. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Elections Administrator in consultation with the Political Subdivision and in accordance with the Texas Election Code.

K. Election Day Activities.

1. The Elections Administrator and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Elections Administrator and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Elections Administrator and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Elections Administrator and in accordance with the Texas Election Code. The Elections Administrator shall arrange for the use of all polling places and shall arrange for the setting up of the polling location.

- L. Election Night Reports.** The Elections Administrator shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the Political Subdivision via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Elections Administrator will post all reports for public review on the Guadalupe County Elections website at www.co.guadalupe.tx.us/elections.

- M. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Elections Administrator, serving as the Voter Registrar, shall retain the provisional voting affidavits and

shall provide the factual information on each of the voters' status. The Elections Administrator shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

- N. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Elections Administrator shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the Political Subdivision. These reports will serve as the canvass materials for the Political Subdivision. The title of these reports will be changed to official upon notification to the Elections Administrator of the completion of the canvass. Official reports will be sent to the Political Subdivision upon completion of canvass and posted on the Elections Office website for archival.
- O. **Custodian of Election Records.** The Early voting Daily Roster as well as the Election Day Roster and Election results will be submitted to the Political subdivision as soon as practicable upon request. For the Early Voting Daily Roster, same will be provided the next business day after each day of Early Voting upon request. All other Election records will be maintained by the Elections Administrator as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Elections Administrator is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

Access to the election records shall be available to each participating political subdivision 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 political subdivision 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.

P. Recount.

1. The Political Subdivision shall advise the Elections Administrator if a recount is required by law or requested and the Elections Administrator and the Political Subdivision shall discuss how such recount is to be conducted. The Political Subdivision shall reimburse the Elections Administrator for the cost of such recount which is not included in the original cost estimate.

Q. Schedule for Performance of Services. The Elections Administrator shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

R. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Elections Administrator and reimbursed by the Political Subdivision.

S. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Guadalupe County will be precleared through the United States Department of Justice by the Elections Administrator with copies of the submission and response e-mailed to the Political Subdivision.

II. RESPONSIBILITIES OF THE POLITICAL SUBDIVISION. The Political Subdivision shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The Political Subdivision shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the Political Subdivision of all actions necessary to call the Election. The Political Subdivision shall be responsible for conducting the official canvass of the Election.

B. Map/Annexations. The Political Subdivision shall provide the Elections Administrator with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Elections Administrator in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

C. Department of Justice Preclearance for Special Elections. If required by law, the Political Subdivision shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

- D. **Ballot Information.** The Political Subdivision shall prepare the text for the Political Subdivisions official ballot in English and Spanish and provide to the Elections Administrator as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The Political Subdivision shall promptly review for correctness the ballot when requested by the Elections Administrator to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** If a joint election is conducted with Guadalupe County, and the Political Subdivision is wholly contained within Guadalupe County, the Elections Administrator will file the precinct by precinct report with the Texas Secretary of State for elections conducted by the Guadalupe County Elections Office. If no joint election is conducted with Guadalupe County or if the Political Subdivision lies within multiple counties, then, utilizing the information provided by the Elections Administrator, the Political Subdivision shall prepare and file all required precinct by precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The Political Subdivision shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. **SPECIAL PROVISIONS RELATED TO ELECTION WORKERS**

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Elections Administrator and the Political Subdivision that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Elections Administrator shall compensate all Election workers in accordance with the Elections Administrator established compensation policies, in accordance with the Texas Election Code and using the rates set by the Guadalupe County Commissioners Court for county elections. The Elections Administrator shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. **PAYMENT**

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Elections Administrator, the Political Subdivision will be charged a share of the Election costs and an administrative fee. The costs

distribution is set forth in the Joint Election Agreement. The estimated costs to be paid by the Political Subdivision are set forth in the Cost Estimate.

- B. **Administrative Fee.** The Elections Administrator shall charge a fee equal to 10% of the Political Subdivision's share of the cost of the Election or a minimum of \$75.00.
- C. **Payment.** The Elections Administrator's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the Political Subdivision.

V. **MISCELLANEOUS PROVISIONS**

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
 - 2. The officers who conduct the official canvass of the Election returns;
 - 3. The authority to serve as custodian of voted ballots or other Election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** The 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. The Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Guadalupe County, Texas.
- D. **Election to Resolve a Tie.** In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:
 - 1. The Political Subdivision and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of

the Election Code and with regard to other elections being conducted by the Contracting Officer.

2. The Political Subdivision will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the Election will be borne by the Political Subdivision; the Elections Administrator will work with the Political Subdivision on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Elections Administrator and the Political Subdivision may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Elections Administrator and the governing body of the Political Subdivision or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. In the event that legal action is threatened and/or filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, separate and independent legal counsel for the County, the Elections Administrator and additional election personnel as necessary.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. **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.
- N. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Elections Administrator and the Political Subdivision designate the following individuals for submission of information, documents and notice:

For the Guadalupe County Elections Office:
Lisa Hayes
Elections Administrator
215 S. Milam St.
Seguin, Texas 78155
Tel: (830) 303-6363
Fax: (830) 303-6373
Email: lisa.hayes@co.guadalupe.tx.us

For the POLITICAL SUBDIVISION:
Name
Title
Address
City, State and Zip
Tel:
Fax:
Email:

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 _____, 2023, 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 _____, 2023, 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:
Meadow Lake WCID:

By: _____
Lisa Hayes
Elections Administrator

By: _____
Presiding Officer/Authorized Representative



MUNICIPAL ADVISORY CONTRACT

August 16, 2023

The Honorable Chairman and Members of the Board
Meadow Lake Water Control & Improvement District

Ladies and Gentlemen:

1. We understand that the District, from time to time, will consider the issuance of debt obligations and that in connection with the authorization, issuance, sale and delivery of such obligations you desire SAMCO Capital Markets, Inc. to perform professional services in the capacity of Municipal Advisors for the District.
2. We agree to provide all services related to the development and implementation of a debt management plan. These services include, but are not limited to, the structuring of a bond model, the formulation of a bond program, the analysis and completion of refunding programs, consultation regarding bond elections, consultation regarding bond ratings, consultation regarding the available types of financings, etc. The services include communicating and coordinating with other professionals involved in bond transactions and related services (e.g. bond counsel, rating agent, credit enhancement providers, verification agent, arbitrage rebate provider, etc.). The advice and assistance includes serving as a fiduciary to the Issuer and representing the Issuer's interest in the sale and distribution of any debt obligations.
3. We agree to direct and coordinate the entire program of financing herein contemplated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any expenses associated with the issuance of the obligations or the expenses of any litigation if such would occur.
4. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that the District is to pay and we are to accept, a cash fee for such professional services in accordance with the fee schedule set forth as follows. Such fee shall become due and payable simultaneously with the delivery of the bonds to the purchaser. It is understood that a miscellaneous expense will be added to the fee to cover reimbursables. This amount shall be capped at \$5,000.

FEE SCHEDULE

The following schedule is an estimate of fees due for Municipal Advisory work. The actual fee will be more or less based upon work performed.

1.50% for the first \$5,000,000

0.75% for the second \$5,000,000

0.50% for the next \$10,000,000

0.25% for all amounts over \$20,000,000

Fees for Revenue Bonds or Bonds issued to State or Federal Agencies shall be as capped at 2% of the par amount issued (including associated grants). For any issue of Advanced Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

SAMCO Capital Markets, Inc. will bill the Issuer at Closing for each issue of obligations a net amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for the Bond Attorneys, preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, if any, presentations to rating agencies and rating fees, if any, printing of Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

5. If appropriate, we will assist with the annual filing of all documents related to the Securities Exchange Commission Rule 15c2-12 (Continuing Disclosure). It is understood that we are not your agent for Continuing Disclosure because SAMCO Capital Markets, Inc. cannot be assured of being informed on a timely manner of all material events which require filing during the year. It is further understood that any fees due us for our work in this capacity will be determined on a case by case basis.
6. Due to the personal nature of municipal advisory consulting services, this Agreement is being entered into with the Mark McLiney Municipal Advisory Group of SAMCO Capital Markets. The Issuer expects that all files will be held in duplicate by the group and the company. At the full discretion of the Issuer, this Agreement can be automatically assigned to and transferred to the Mark McLiney Municipal Advisory Group.
7. This Agreement will commence on the date of acceptance and shall remain in effect until terminated or replaced with a subsequent agreement. This Agreement can be terminated at any time, with or without cause, with simple written notice.

Respectfully submitted,

SAMCO CAPITAL MARKETS, INC.

BY:

Andrew Friedman

Andrew T. Friedman

ACCEPTANCE

ACCEPTED and adopted by the Board of Directors of the Meadow Lake Water Control & Improvement District on this the 16th day of August 2023

Chairman, Board of Directors
Meadow Lake Water Control & Improvement District

**A RESOLUTION APPROVING THE 2023-2024 FISCAL YEAR OPERATING BUDGET
OF MEADOW LAKE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1**

WHEREAS, Meadow Lake Water Control and Improvement District No. 1 (the "District") has been duly and lawfully created and operates pursuant to the provisions of Chapters 49 and 51 of the Texas Water Code, as amended;

WHEREAS, Title 30, Section 293.97(b), Texas Administrative Code, provides that an operating budget shall be passed and approved by a resolution of the governing board and shall be made a part of the governing board minutes; and

WHEREAS, the Board of Directors of the District desires to adopt a budget for the 2023-2024 fiscal year in an open, public meeting, proper notice of which has been given as required by law.

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

Section 1. The Board of Directors hereby approves that certain operating budget for the District's 2023-2024 fiscal year in the form attached hereto.

Section 2. A copy of this Resolution and the operating budget approved hereby shall be attached to the meeting minutes of the Board's August 16, 2022 meeting.

Section 3. The President and Secretary of the Board are hereby authorized and directed to execute this Resolution. After this Resolution is executed, an original Resolution shall be filed in the permanent records of the District.

PASSED AND APPROVED this ____ day of _____, _____.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

Exhibit
Fiscal Year Budget

Proposed Budget

Meadow Lake WCID 1 - Fiscal Year 09/2024

	Ten Month Actuals 10/22-07/23	Twelve Months Annualized FYE 09/23	Approved 2023 Budget	Proposed 2024 Budget
Revenues				
14320 · Donations	10,000	10,000	40,000	37,795
14365 · Interest Earned on Checking	4	5	-	5
Total Revenues	\$10,004	\$10,005	\$40,000	\$37,800
Expenditures				
16330 · Legal Fees	4,328	5,771	6,000	6,000
16335 · Legal Fees-Contract Negotiation	-	-	20,000	20,000
16370 · Election Expense	827	827	4,000	2,500
16410 · Website Hosting	-	-	1,000	1,000
16430 · Bookkeeping Fees	4,398	5,364	2,000	6,000
16460 · Printing & Office Supplies	45	60	-	100
16480 · Delivery Expense	108	143	-	150
16520 · Postage	9	12	-	50
16530 · Insurance & Surety Bond	1,347	1,347	1,000	1,500
16560 · Miscellaneous Expense	100	133	6,000	500
Total Expenditures	\$11,162	\$13,658	\$40,000	\$37,800
Net Excess Revenues <Expenditures>	(\$1,158)	(\$3,653)	\$0	\$0



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Meadow Lake Water Control & Improvement District No. 1

Bookkeeper's Report

August 16, 2023

Cash Flow Report - Checking Account

As of August 16, 2023

Num	Name	Memo	Amount	Balance
BALANCE AS OF 07/27/2023				\$0.00
Receipts				
	No Receipts Activity		0.00	
Total Receipts				0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				0.00
BALANCE AS OF 08/16/2023				\$0.00

Cash Flow Report - Bookkeepers Account

As of August 16, 2023

Num	Name	Memo	Amount	Balance
BALANCE AS OF 07/27/2023				\$2,201.55
Receipts				
	Meadow Lake Donation		10,000.00	
	Interest on Bookkeeping		0.29	
	Service Charge Refund		22.50	
Total Receipts				10,022.79
Disbursements				
10010	Municipal Accounts & Consulting	Bookkeeping Fees	(429.26)	
Total Disbursements				(429.26)
BALANCE AS OF 08/16/2023				\$11,795.08

Account Balances

As of August 16, 2023

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Checking Account(s)					
FIRST CITIZENS BANK-CKING (XXXX0237)			0.05 %	0.00	Checking Account
FIRST CITIZENS BANK-CKING (XXXX0245)			0.05 %	11,795.08	Bookkeepers
Totals for Operating Fund:				\$11,795.08	
Grand total for Meadow Lake Water Control & Improvement District No. 1:				\$11,795.08	

Actual vs. Budget Comparison

July 2023

		July 2023			October 2022 - July 2023			Annual
		Actual	Budget	Over / (Under)	Actual	Budget	Over / (Under)	Budget
Revenues								
14320	Donations	10,000	10,000	0	10,000	30,000	(20,000)	40,000
14365	Interest Earned on Checking	0	0	0	4	0	4	0
Total Revenues		10,000	10,000	0	10,004	30,000	(19,996)	40,000
Expenditures								
16330	Legal Fees	0	500	(500)	4,328	5,000	(672)	6,000
16335	Legal Fees-Contract Negotiation	0	1,667	(1,667)	0	16,667	(16,667)	20,000
16370	Election Expense	0	333	(333)	827	3,333	(2,507)	4,000
16410	Website Hosting	0	83	(83)	0	833	(833)	1,000
16430	Bookkeeping Fees	419	167	252	4,398	1,667	2,732	2,000
16460	Printing & Office Supplies	0	0	0	45	0	45	0
16480	Delivery Expense	0	0	0	108	0	108	0
16520	Postage	0	0	0	9	0	9	0
16530	Insurance & Surety Bond	0	0	0	1,172	1,000	172	1,000
16560	Miscellaneous Expense	10	500	(490)	100	5,000	(4,900)	6,000
16580	Bank Service Charge	(23)	0	(23)	0	0	0	0
Total Expenditures		407	3,250	(2,843)	10,987	33,500	(22,513)	40,000
Excess Revenues (Expenditures)		\$9,594	\$6,750	\$2,844	(\$983)	(\$3,500)	\$2,517	\$0

Balance Sheet

As of July 31, 2023

Jul 31, 23

ASSETS

Current Assets

Checking/Savings

11200 ₪ Bookkeepers

12,224

Total Checking/Savings

12,224

Total Current Assets

12,224

TOTAL ASSETS

12,224

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

12000 ₪ Accounts Payable

254

Total Accounts Payable

254

Total Current Liabilities

254

Total Liabilities

254

Equity

13010 ₪ Unassigned Fund Balance

12,953

Net Income

(983)

Total Equity

11,970

TOTAL LIABILITIES & EQUITY

12,224