

PUBLIC NOTICE OF SPECIAL MEETING
TAKE NOTICE THAT A SPECIAL MEETING OF THE
Board of Directors of Travis County Water Control and Improvement District – Point Venture
Will be held at the District office located at:
18606 Venture Drive, Point Venture, TX 78645
In Travis County, Texas, commencing on February 10, 2025 @ 10:00 a.m.
To consider and act upon any or all of the following:

AGENDA

1. Call to Order.
2. Roll call of Directors.
3. Pledge of Allegiance.

4. Public Comments.

This is an opportunity for members of the public to address the Board of Directors concerning any issue that is not on the agenda. The response of the Board to any comment under this heading is limited to making a statement of specific factual information in response to the inquiry, or, reciting existing policy in response to the inquiry. Any deliberation of the issues is limited to a proposal to place it on the agenda for a later meeting. Each speaker offering public comment shall be limited to 3 minutes, unless more than 10 members of the public wish to speak during this meeting. In such case, speakers offering public comment shall be limited to 1 minute each.

Note: Members of the public wishing to address the Board of Directors on specific agenda items will be required to indicate the agenda items on which they wish to speak. They will be given an opportunity to speak when the item is called and prior to consideration by the Board. Such comments shall be limited to 3 minutes per speaker for each agenda item. If more than 10 members of the public wish to speak, all speakers shall be limited to 1 minute each per item per person.

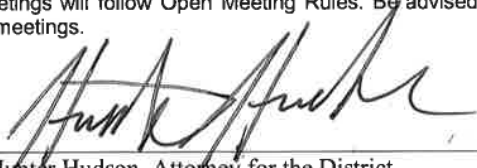
5. Consider approval of Engineer's Bond Authorization Report related to a bond election and authorize filing of the approved report in the District's office and other actions related thereto.
(Considerar la aprobación del Informe del Ingeniero Para la Autorización de Bonos relativo a una elección de bonos y autorizar el archivo del informe aprobado en la oficina del Distrito y otras acciones relacionadas con esto.)
6. Order Calling Bond Election.
(Orden para convocar una elección de bonos.)
7. Election Agreement Between Travis County and Travis County Water Control and Improvement District – Point Venture.
(Convenio Electoral entre el Condado de Travis y el Distrito de Control y Mejora de Agua del Condado de Travis – Point Venture.)
8. Joint Election Agreement with Travis County.
(Convenio de Elecciones Conjuntas con el Condado de Travis.)
9. Any and all other actions necessary or convenient to call Bond Election.
(Cualquier otra acción necesaria o conveniente para convocar a elección de bonos.)
10. Engineer's Report and related action items.

11. Replacement of Fire Hydrant.

12. Adjourn the Meeting.

This facility is wheelchair accessible and accessible parking spaces are available. The Board of Directors reserves the right to adjourn into closed executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.074 (Personnel Matters), 551.072 (Deliberations about Real Property). *Travis County WCID Meetings will follow Open Meeting Rules. Be advised that a quorum of the Village of Point Venture Council may be present at these meetings.

(SEAL)



Hunter Hudson, Attorney for the District



**BOND AUTHORIZATION REPORT
PROPOSED \$13,600,000 AUTHORIZATION FOR
TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT POINT VENTURE
IN TRAVIS COUNTY, TEXAS**

February 7, 2025

Project #: 00701-023-7000

SUBMITTED BY: Trihydro Corporation

5508 Highway 290 West, Suite 201, Austin, TX

2/7/2025



PREPARED FOR: Travis County Water Control and Improvement District Point Venture

18606 Venture Drive, Point Venture, TX 78645



**SOLUTIONS YOU CAN COUNT ON.
PEOPLE YOU CAN TRUST.**

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1.0 INTRODUCTION

Travis County Water Control and Improvement District Point Venture (the District) is a political subdivision of the State of Texas and serves the residents of the Village of Point Venture (the Village). The District was created to purchase, construct, operate, and maintain all works, improvements, and facilities necessary for the treatment, supply, and distribution of water, the collection and treatment of sanitary sewer, drainage conveyance, and the disposal of reclaimed water. The District was created on October 14, 1970 by order of the Texas Water Rights Commission, predecessor to the Texas Commission on Environmental Quality (TCEQ) and confirmed on November 27, 1970. The District operates under the provisions set forth in Title 4 Chapters 49 and 51 of the Texas Water Code and TCEQ Chapter 293.

The District is located on the north shore of Lake Travis in northwestern Travis County, approximately 17 miles northwest of Austin, Texas and approximately 7 miles south of the intersection of Farm-to-Market (FM) Road 1431 and Lohman Ford Road. The District is bounded on the north by Travis County Municipal Utility District (MUD) No. 10 and on the south, east, and west sides by Lake Travis. The District's boundaries are shown in Figure 1. Originally a second family home and vacation destination, the Village is slowly transitioning to a permanent residential and retirement community, covering an area of approximately 1,002 acres with an estimated population of 1,552, per 2023 U.S. Census Bureau American Community Survey 5-Year Estimates.

Water and sewer system bond authorizations were previously approved on March 6, 1971 and January 17, 1998 for a total of \$5,250,000. An unlimited tax bond authorization was approved by the residents of the Village on May 9, 2015, and later authorized by TCEQ on December 7, 2015 that totaled \$7,375,000 for the purpose of funding a 1.0 million gallon per day (MGD) water treatment plant expansion, an additional 2.1 million gallon (MG) effluent storage tank, and improvements to the water distribution system. These bond authorizations have been exhausted. An unlimited tax bond authorization was approved by the Village residents on November 5 2019, and authorized by TCEQ on October 19, 2020 that totaled \$14,500,000 for the purpose a new wastewater treatment plant, water and wastewater conveyance improvements, drainage systems, storage and improvements to the reclaimed water system. This bond has not been exhausted.

This Bond Authorization Report (the Report) is prepared in accordance with Chapters 49 and 51, Texas Water Code. Upon approval by the District's Board of Directors (the Board), the Report will be on file at the District's office and available for public inspection. This Report includes project explanations along with figures and data supporting the bond authorization. This Report also contains an estimate of the time required to complete the improvements to provide service. The District anticipates completion of the proposed improvements in the Spring of 2033. Any

changes made by the Board from the initial draft of this Report shall be noted in the District's minutes. This Report is not part of the proposition(s) to be voted on, or a contract with the voters. The proposition(s) to be voted on is/are expected to authorize the issuance of bonds for any water, sewer, reclaimed water, and/or drainage purpose. The projects and/or associated costs described herein are estimates only and are subject to change.

2.0 PROPOSED BOND AUTHORIZATION

Due to the continued development and growth within the Village, the District's aging infrastructure, and existing system deficiencies, the District is proactively planning for the expected future costs of improving, rehabilitating, and maintaining its water, sewer, reclaimed water, and drainage systems and facilities to provide continued service to its customers. The District plans to hold a bond election in May 2025. This Report includes the capital improvement projects which the District expects to complete during the next eight (8) years. The timing of completion of the projects is subject to change. The projected capital improvement projects include but are not limited to, replacing a standpipe water storage tank, rehabilitating a transfer pump station and elevated water storage tank, water and sewer conveyance improvements, and reclaimed water and drainage improvements. The total bond authorization needs of the District for the next eight (8) years is estimated to be \$13,600,000. Refer to Table 1 for the Bond Authorization Summary and Figure 2 for the Bond Authorization Project Map.

3.0 PROPOSED BOND PROJECTS

3.1 WATER, SEWER, RECLAIMED, AND DRAINAGE IMPROVEMENTS

Water improvements to adhere to TCEQ requirements and address fire flow availability, operational deficiencies and aging infrastructure include replacing the water storage standpipe, rehabilitating the transfer pump station and elevated water storage tank, and installing water lines. Certain portions of the District's sewer system are aging, deficient, and are anticipated to require inspection, rehabilitation, inflow and infiltration reduction, and maintenance. To meet TCEQ's requirements of effluent disposal, the current irrigation system will need to be upgraded and expanded. Improvements to the District's effluent disposal system include installation of effluent piping, irrigation pumps, and spray and drip irrigation systems. Certain areas under the District's control within the Village of Point Venture are susceptible to collecting and ponding water and require runoff collection and grading improvements. The estimated construction costs are approximately \$12,500,000, including engineering and contingencies.

4.0 CONCLUSION

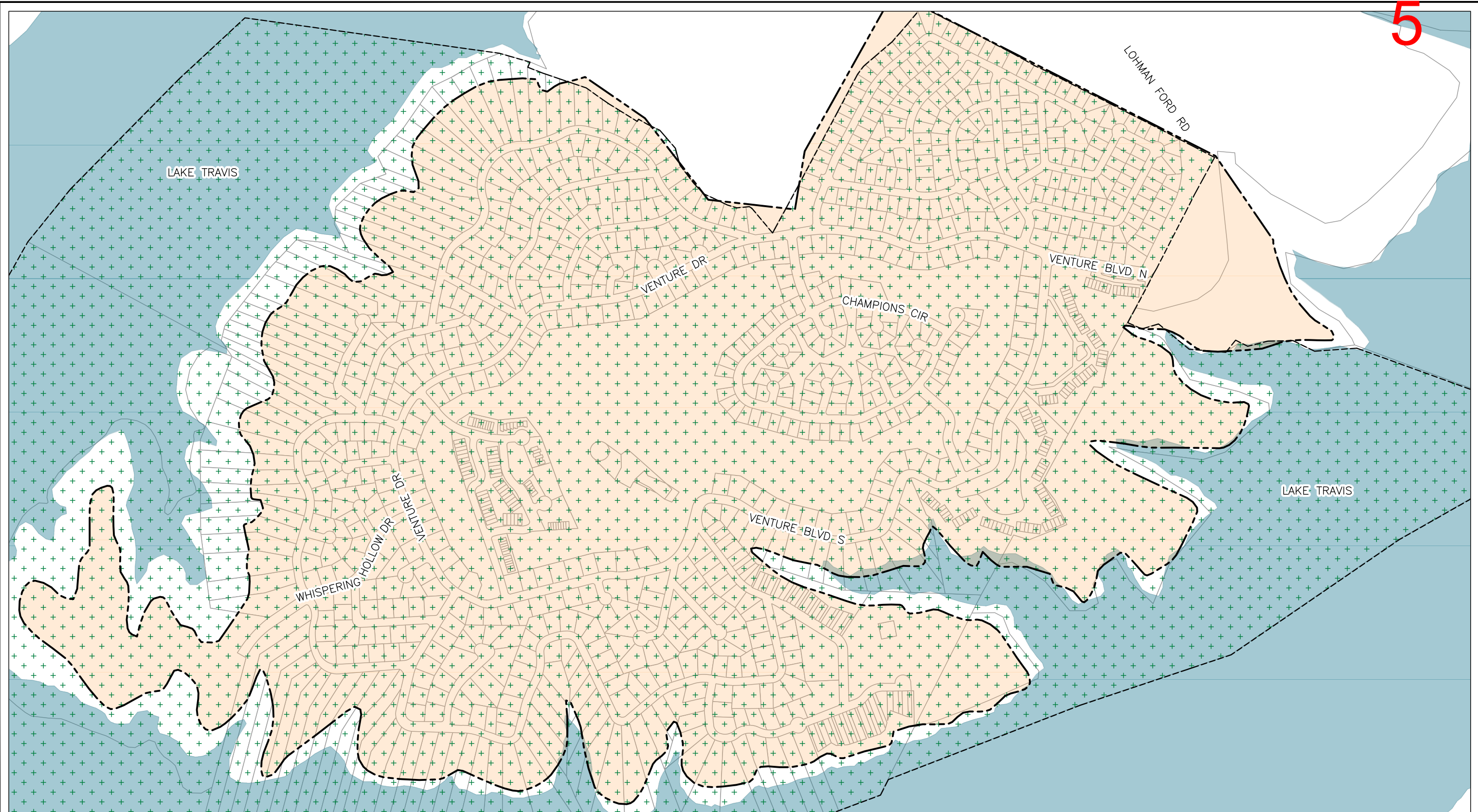
The District is dedicated to planning and budgeting for capital improvement costs that are expected to occur in the next eight (8) years. Based on preliminary estimates, the anticipated capital improvement projects are expected to total \$13,600,000, a figure that includes construction, engineering, contingencies, the costs of bond issuance, and other soft costs, as detailed in Table 1. In order to curtail substantial water, sewer, and tax rate increases, it is necessary for the District to conduct a bond election to authorize additional unlimited tax bonds for financing water, sewer, drainage, and reclaimed water improvements in the amount of \$13,600,000. This Report is our engineering evaluation and analysis of the funds required to complete the future capital improvement projects for the District.

TABLE

TABLE 1. SUMMARY OF BOND AUTHORIZATION
TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT POINT VENTURE
MAY 2025





Description	Amount	WCID PV % Share	WCID PV % Costs
I. Estimated Construction and Design Costs			
1. Water, Sewer, Reclaimed & Drainage Improvements	\$ 8,382,233	100%	\$ 8,382,233
2. Engineering (20%)	\$ 1,691,270	100%	\$ 1,691,270
3. Contingencies (30%)	\$ 2,428,907	100%	\$ 2,428,907
Total	\$ 12,502,410		\$ 12,502,410
II. Estimated Incidental Expense Costs			
1. Legal Fees (2%)			\$ 250,048
2. Fiscal Agent Fees (2%)			\$ 250,048
3. Bond Discount (3%)			\$ 366,200
4. Administrative Fees (0.50%)			\$ 62,512
5. Bond Application Report Costs (1%)			\$ 125,024
6. Attorney General Review Fees (0.10%)			\$ 12,502
7. TCEQ Bond Proceeds Fee (0.25%)			\$ 31,256
Total			\$ 1,097,590
III. Total Estimated Bond Issuance Requirement			\$ 13,600,000
Remaining Unissued Bonds Authorized			\$ -
TOTAL BOND AUTHORIZATION REQUIREMENT			\$ 13,600,000

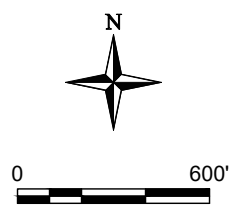
FIGURES



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EXPLANATION

-  VILLAGE OF POINT VENTURE FULL PURPOSE JURISDICTION
-  WCID PV SERVICE BOUNDARY
-  EXISTING PARCELS
-  LAKE TRAVIS



Trihydro
CORPORATION

Texas Engineering Firm F-131
Texas Survey Firm 10194320

New Braunfels Austin

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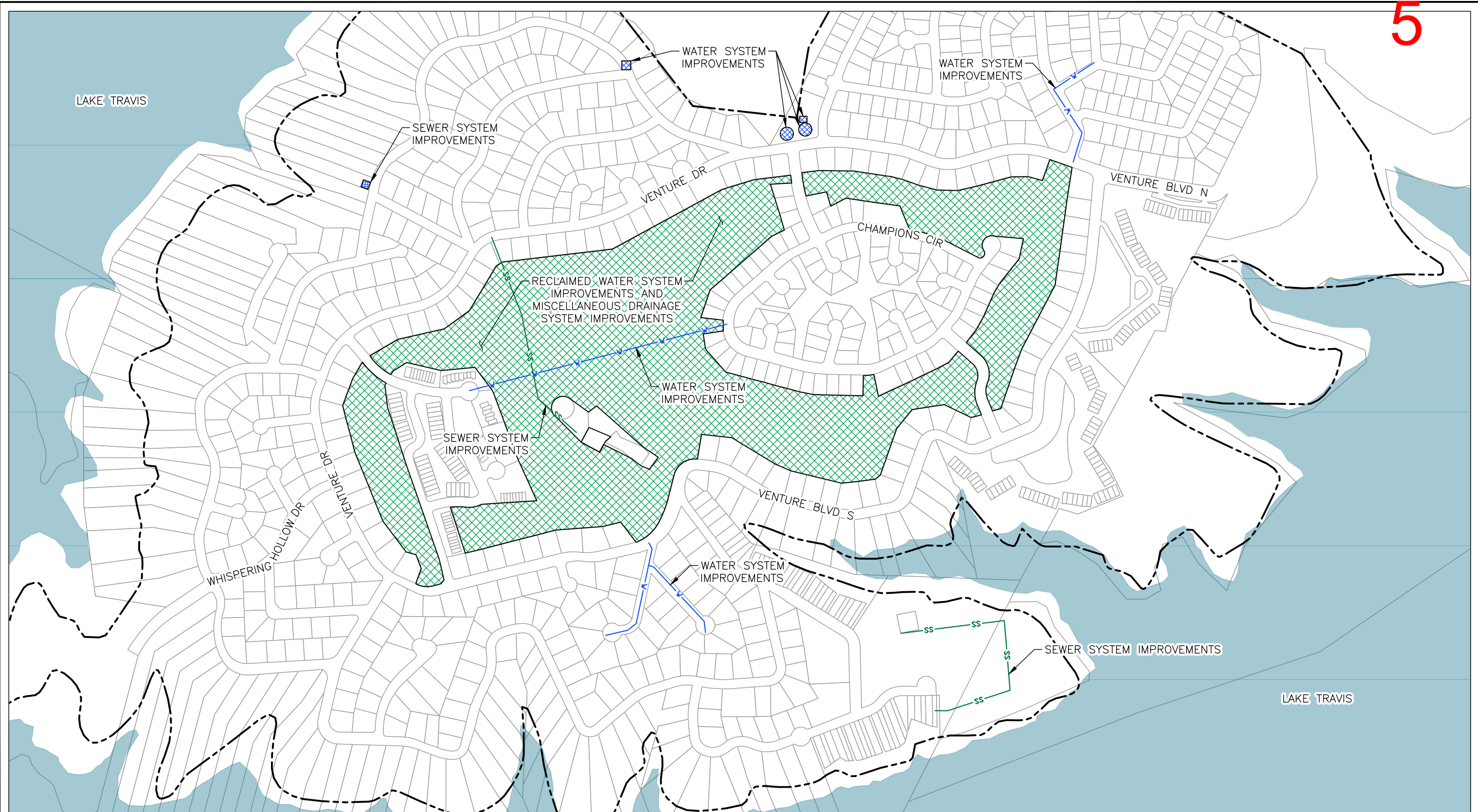
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FIGURE 1

DISTRICT BOUNDARY MAP


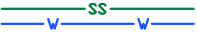



BOND AUTHORIZATION REPORT
TRAVIS COUNTY W.C.I.D. POINT VENTURE (WCID PV)
POINT VENTURE, TEXAS

Drawn By: JDM	Checked By: DV	Scale: 1" = 600'	Date: 2/4/2025
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EXPLANATION

-   PROPOSED BOND PROJECTS
-  WCID PV SERVICE BOUNDARY
-  EXISTING PARCELS
-  LAKE TRAVIS

ANTICIPATED BOND PROJECTS

1. **WATER IMPROVEMENTS:** CONSISTS OF ADHERING TO TCEQ REQUIREMENTS AND ADDRESSING FIRE FLOW AVAILABILITY, OPERATIONAL DEFICIENCIES, AND AGING INFRASTRUCTURE.
2. **SEWER IMPROVEMENTS:** CONSISTS OF INSPECTION, REHABILITATION, I&I REDUCTION, AND MAINTENANCE TO SEWER SYSTEMS.
3. **RECLAIMED WATER SYSTEM IMPROVEMENTS:** CONSISTS OF UPGRADING AND EXPANDING EXISTING IRRIGATION SYSTEM TO MEET TCEQ'S EFFLUENT DISPOSAL REQUIREMENTS.
4. **DRAINAGE IMPROVEMENTS:** CONSISTS OF RUNOFF COLLECTION AND GRADING IMPROVEMENTS TO ADDRESS PONDING ISSUES.




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FIGURE 2

BOND AUTHORIZATION PROJECT MAP

BOND AUTHORIZATION REPORT
TRAVIS COUNTY W.C.I.D. POINT VENTURE (WCID PV)
POINT VENTURE, TEXAS

Drawn By: JDM	Checked By: DV	Scale: 1" = 600'	Date: 2/4/2025
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ORDER CALLING BOND ELECTION

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

WHEREAS, Travis County Water Control and Improvement District - Point Venture (the “District”) was duly created by Order of the Texas Water Rights Commission dated October 14, 1970, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 59, Article XVI of the Texas Constitution and operates pursuant to Chapters 49 and 51 of the Texas Water Code; and

WHEREAS, the District was created for the purpose, among others, of providing water, wastewater, drainage and storm sewer facilities, including water quality facilities, to serve land development within its boundaries; and

WHEREAS, there has been filed in the office of the District, open to inspection by the public, the Bond Authorization Report, signed and sealed by David Alexander Vargas on February 7, 2025 (the “Engineering Report”), covering the facilities to be voted including the plans and improvements to be constructed together with maps, plats, profiles, and data showing and explaining the Engineering Report, and the report has been carefully considered by the Board of Directors of the District (the “Board”) and has been fully approved by the Board; however, the Engineering Report is not part of the proposition to be voted on and is not a contract with the voters; and

WHEREAS, said works, improvements, facilities, land, plants, equipment, appliances, property, contract rights, rights of use and interests in property are designed and intended to furnish a waterworks, wastewater system and a drainage and storm sewer system (including water quality facilities) for the District; and

WHEREAS, the Engineering Report heretofore filed and approved contains an estimate of the cost of the purchase, acquisition and construction of the proposed works, improvements, facilities, land, plants, equipment, appliances and an estimate of the District’s costs due or to become due under contracts and the cost of purchasing and acquiring such property, contract rights, rights of use and interest in property, administrative facilities and expenses incident thereto with respect to the projects, as generally follows:

[Remainder of page intentionally left blank.]

PRELIMINARY COST SUMMARY
Water, Wastewater and Drainage Improvements

Construction Costs

1.	Water, Sewer, Reclaimed & Drainage Improvements	\$8,382,233
2.	Contingencies (20%)	\$1,691,270
3.	Engineering (30%)	\$2,428,907
	TOTAL CONSTRUCTION COSTS	\$12,502,410

Non-Construction Costs

1.	Legal Fees (2%)	\$250,048
2.	Financial Advisory Fees (2%)	\$250,048
3.	Bond Discount (3%)	\$366,200
4.	Administrative Fees (0.50%)	\$62,512
5.	Bond Application Report Costs (1%)	\$125,024
6.	Attorney General Review Fees (0.10%)	\$12,502
7.	TCEQ Bond Issuance Fee (0.25%)	\$31,256
	TOTAL NON-CONSTRUCTION COSTS	\$1,097,590

TOTAL BOND ISSUE REQUIREMENT **\$13,600,000**

WHEREAS, the Board finds that the above estimate of \$13,600,000 is reasonable and proper and hereby approves the same and all items thereof but reserves the right to authorize amendments to the Engineering Report and to reallocate costs and make such other changes as necessary to meet the changing requirements of the District's system; and

WHEREAS, the Texas Constitution and the Texas Water Code, provides that bonds payable wholly or partially from ad valorem taxes shall not be issued until authorized by a majority vote of the resident electors of the District voting in an election called and held for that purpose; and

WHEREAS, the Board desires to call an election for the purpose of submitting a proposition on the issuance of the bonds for system facilities of the District in the amount of \$13,600,000 and the levy of taxes in payment of such bonds; and

WHEREAS, the District will enter into one or more election agreements (the "Election Agreements") with Travis County, Texas (the "County"), by and through the County Clerk of the County (the "Administrator") and possibly other political subdivisions, in accordance with the laws of the State of Texas (the "State") and applicable federal law; and

WHEREAS, the Board wishes to proceed with the ordering of said Election.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT - POINT VENTURE THAT:

Section 1. Call of Election; Date; Eligible Electors; and Hours. An election (the “Election”) shall be held on Saturday, May 3, 2025 (“Election Day”), which is seventy-eight (78) or more days from the date of the adoption of this order (the “Order”), within and throughout the territory of the District at which all resident, qualified electors of the District shall be entitled to vote. The Board hereby finds that holding the Election on such date is in the public interest. The hours during which the polling places are to be open on Election Day shall be from 7:00 a.m. to 7:00 p.m.

Section 2. Voting Precincts; Polling Places; Election Officers. Except as otherwise provided herein, the Election Day precincts established for the purpose of holding the Election and the polling places designated for the Election precincts shall be as shown in Exhibit A to this Order. The precinct judges and alternate judges for the Election shall be appointed in accordance with the Texas Election Code (the “Election Code”).

In the event that the President or Vice President of the Board (the “Authorized Officers”), or their designees, shall determine from time to time that (a) a polling place hereafter designated shall become unavailable or unsuitable for such use, or it would be in the District’s best interests to relocate such polling place, or (b) a presiding judge or alternate presiding judge hereafter designated shall become unqualified or unavailable, the Authorized Officers, or their designee, are hereby authorized to designate and appoint in writing a substitute polling place, presiding judge or alternate presiding judge, and correct or modify the exhibits to this Order, giving such notice as is required by the Election Code and as deemed sufficient. The Authorized Officers or their designees are authorized to modify Exhibit A to reflect any such changes.

Section 3. Engineering Report. The Engineering Report and the estimates of costs described above are hereby approved; provided, however, the District reserves the right to authorize amendments to the Engineering Report and to reallocate costs and make such other changes as necessary to meet the changing requirements of the District’s system.

Section 4. Proposition. At the Election there shall be submitted to the resident, qualified electors of the District the following proposition (the “Proposition”):

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT - POINT VENTURE PROPOSITION A

Shall the Board of Directors of Travis County Water Control and Improvement District - Point Venture be authorized to issue the bonds of said district in one or more issues or series in the maximum amount of \$13,600,000 maturing serially or otherwise in such installments as are fixed by said Board over a period or periods not exceeding forty (40) years from their date or dates, bearing interest at any rate or rates and to sell said bonds at any price or prices, provided that the net effective interest rate on any issue or series shall not exceed the maximum legal limit in effect at the time of issuance of each issue or series of bonds, all as may be determined by said Board, for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, maintaining, improving or extending inside and outside its boundaries a waterworks system, wastewater system, drainage and storm sewer system (including water quality facilities), including, but not limited to, all

additions to such systems and all works, improvements, facilities, land, plants, equipment, appliances, interests in property, and contract rights needed therefor and all organizational, administration and operating costs during creation and construction periods, and to provide for the payment of principal of and interest on such bonds by the levy and collection of a sufficient tax upon all taxable property within said district, all as now and hereafter authorized by the constitution and laws of the State of Texas?

Section 5. Ballots. The ballots shall conform to the requirements of the Election Code and shall have written or printed thereon the following:

OFFICIAL BALLOT

**TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT -
POINT VENTURE PROPOSITION A**

- FOR) THE ISSUANCE OF \$13,600,000 BONDS FOR
-) WATER, WASTEWATER AND DRAINAGE
-) PURPOSES AND THE LEVY OF TAXES IN
-) PAYMENT OF THE BONDS.
- AGAINST)

Section 6. Voting. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). As required by the Election Code, the District shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. To the extent permitted by law, paper ballots may be used for early voting by mail.

Each voter desiring to vote in favor of the Proposition shall mark the ballot indicating “FOR” the Proposition, and each voter desiring to vote against the Proposition shall mark the ballot indicating “AGAINST” the Proposition. Voting shall be in accordance with the Election Code.

Section 7. Early Voting. The Board hereby appoints the Administrator as the regular early voting clerk for the District. Early voting, both by personal appearance and by mail, will be conducted in accordance with the Election Code.

Early voting by personal appearance shall be conducted at the locations, on the dates and at the times as shown in **Exhibit B**. Early voting by personal appearance shall begin on Tuesday, April 22, 2025 and end on Tuesday, April 29, 2025.

For the use of those voters who are entitled by law to vote early by mail, the early voting clerk shall provide each voter with a ballot with instructions to mark the ballot indicating his or

her vote “FOR” or “AGAINST” the Proposition. The contact information/delivery addresses for applications for ballots to be voted by mail and other matters related to the Election is as follows:

Name: Dyana Limon-Mercado

Official Mailing Address: Travis County Clerk - Elections Division, P.O. Box 149325, Austin, TX 78714

Physical Address: Elections Division, Travis County Clerk, 5501 Airport Boulevard, Suite #100, Austin, TX 78751

E-mail Address: elections@traviscountytexas.gov

Phone Number: (512) 238-8683

Fax Number: (512) 854-3969

Website Address: <https://votetravis.gov/>

The Administrator is hereby authorized and directed to designate the early voting ballot board and other officers required to conduct early voting for the Election.

Section 8. Conduct of Election. The Election shall be conducted by election officers, including the precinct judges and alternate judges or clerks appointed by the Board, in accordance with the Election Agreements, Chapters 49 and 51, Texas Water Code, the Election Code and the Constitution and laws of the State and the United States of America. The Authorized Officers, and their respective designees, are authorized to enter into, execute and deliver one or more Election Agreements, in accordance with applicable provisions of the Election Code, and such other agreements, notices and other instruments as are deemed necessary or appropriate to carry out the intent of this Order. The terms and provisions of each Election Agreement are hereby incorporated into this Order. To the extent of any conflict between this Order and an Election Agreement, the terms and provisions of the Election Agreement shall prevail, and the Authorized Officers, and their respective designees, are authorized to make such corrections, changes, revisions and modifications to this Order, including the exhibits hereto, as are deemed necessary or appropriate to conform to the Election Agreement, to comply with applicable state and federal law and to carry out the intent of the Board, as evidenced by this Order. The Administrator shall be responsible for establishing the central counting station for the ballots cast in the Election and appointing the personnel necessary for such station.

Section 9. Bilingual Election Materials. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in both English and Spanish and persons capable of acting as translators in both English and Spanish shall be made available to assist Spanish language speaking voters in understanding and participating in the election process.

Section 10. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. The ballots shall be counted by one or more teams of election officers assigned by the presiding judges, each team to consist of two or more election officers. After completion of their responsibilities under the Election Code, including the counting of the voted ballots and the tabulation of the results, the presiding judge shall make a written return of the Election results to the District in accordance with the Election Code. The Board shall canvass the returns and declare the results of the Election.

If a majority of the resident, qualified electors of the District voting at the Election, including those voting early, shall vote in favor of the Proposition, then the issuance and sale of the bonds described in such Proposition shall be authorized in the maximum amount contained therein, and the bonds shall be issued and sold at the price or prices and in such denominations determined by the Board to be in the District's best interest.

Section 11. Training of Election Officials. Pursuant to the Election Code, a public school of instruction for all election officers and clerks may be held as arranged or contracted by the Administrator.

Section 12. Notice of Election; Voter Information Document. In accordance with Section 4.003(a)(1) of the Election Code, a notice conforming to the requirements of Section 4.004, Election Code, appearing in English and Spanish shall serve as proper notice of said election, and the Authorized Officers or other representatives of the District shall cause the notice to be published one time, not earlier than the 30th day nor later than the 10th day prior to the date set for the election, in a newspaper published in the District or, if none is published in the District, in a newspaper of general circulation in the District. In addition, substantial copies of this Order, in English and Spanish, shall be posted at the times and in the places required by Section 4.003 of the Election Code.

A voter information document for each Proposition in the form attached hereto as **Exhibit C** is hereby approved, together with such revisions as may be approved by the Authorized Officers, and shall be posted and provided in accordance with law.

Section 13. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for a least seventy-two (72) hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by the District in connection with providing such notice, both as required by Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 14. Mandatory Statement of Information.

(a) Pursuant to Section 3.009, Texas Election Code: (i) the proposition language that will appear on the ballot is set forth in Section 5 of this Order, (ii) the purposes for which the bonds are to be authorized are set forth in Section 4 of this Order, (iii) the principal amount of bonds to be authorized is set forth in Section 4 of this Order, (iv) if the issuance of bonds is authorized by voters, taxes sufficient, without limit as to rate or amount, to pay the annual principal of and interest on the bonds may be imposed, as set forth in Section 4 of this Order, (v) bonds authorized pursuant to this Order may be issued to mature over a specified number of years (not to exceed the lesser of forty (40) years or the maximum number of years authorized by law) and bearing interest at the rate or rates (not to exceed the maximum rate authorized by law), as authorized by law and determined by the Board, (vi) as of the date of the adoption of this Order, the aggregate amount of outstanding principal of the District's debt obligations was \$18,150,000 and the aggregate amount

of outstanding interest on the District's debt obligations was \$3,683,431.20, and (vii) the date of adoption of this Order, the District's ad valorem debt service tax rate is \$0.2750 per \$100 of taxable property.

(b) Based upon market conditions as of the date of this Order, the maximum net effective interest rate for any series of the bonds is estimated to be 5.50%.f Such estimated maximum interest rate is provided as a matter of information but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. In addition, the estimate contained in this subsection (b) is (i) based on certain assumptions (including assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 3.009, Texas Election Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to and does not give rise to a contract with voters or limit the authority of the Board to issue bonds in accordance with the Proposition submitted by this Order.

Section 15. Authority of the Authorized Officers. The Authorized Officers shall have the authority to take, or cause to be taken, all reasonable or necessary actions to insure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed. Without limiting the generality of the immediately preceding sentence, the Authorized Officers and their designee are hereby authorized to complete and update, as necessary, the exhibits attached hereto with any alterations or changes in or additions to the polling locations and other information, as necessary.

Section 16. Authorization to Execute. The President or Vice President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the President or Vice President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 17. Appointment of Agent. The Secretary of the Board is hereby authorized and directed to appoint Jean Cecala as the Secretary of the Board's agent to perform the duties set forth in Section 31.123 of the Election Code for the Election, and to post, on the bulletin board used for posting notice of meetings of the Board, a notice containing the agent's name, the location of the agent's office, the agent's office hours, and duration of the agent's appointment. The notice will remain continuously posted during the minimum period required for maintaining an office under Section 31.122 of the Election Code.

Section 18. Effective Date. This Order is effective immediately upon its passage and approval.

[signature page follows]

PASSED AND APPROVED February __, 2025.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

EXHIBIT A - ELECTION DAY POLLING LOCATIONS¹

[to be provided by Travis County]

¹ All information is subject to being changed by the County.

EXHIBIT B - EARLY VOTING POLLING LOCATIONS AND TIMES

[to be provided by Travis County]

EXHIBIT C - VOTER INFORMATION DOCUMENT

**TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT -
POINT VENTURE PROPOSITION A**

[] FOR) THE ISSUANCE OF \$13,600,000 BONDS FOR
) WATER, WASTEWATER AND DRAINAGE
) PURPOSES AND THE LEVY OF TAXES IN
) PAYMENT OF THE BONDS.
 [] AGAINST)

1. Principal of the debt obligations to be authorized	[\$_____]
2. Estimated interest for the debt obligations to be authorized	[\$_____]
3. Estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized	[\$_____]
4. Principal of all outstanding debt obligations of the District*	[\$_____]
5. Estimated remaining interest on all outstanding debt obligations of the District*	[\$_____]
6. Estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the District*	[\$_____]
7. Estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved, based upon assumptions made by the governing body of the District	[\$_____]
8. Other information that the District considers relevant or necessary to explain the foregoing information	See major assumptions listed below.

* As of the date of adoption of the District’s Order Calling Bond Election (the “Bond Election Order”).

Major assumptions for statements above, including statement 7:

(1) Assumed amortization of the District’s debt obligations, including outstanding debt obligations and the proposed debt obligations:

Term	Principal (Proposed Debt)	Estimated Interest	Total Proposed Debt Service	Total Proposed Debt Service + Existing Debt Service
[_] years	[\$_____]	[\$_____]	[\$_____]	[\$_____]

(2) Assumes that the taxable assessed value within the District will grow at a rate of [%] per year for the life of the bonds.

(3) Assumes interest rate on the debt obligations to be issued: [____]%.

(4) Assumes a tax collection rate of [____]%.

(5) Assumes state-mandated homestead exemption.

(6) Assumes homestead does not qualify for idiosyncratic exemptions, including, but not limited to, the state-mandated (a) homestead exemption for the elderly and disabled (for which tax payments are capped based on the homeowner's tax payment in the year the exemption is obtained) and (b) homestead exemption for disabled veterans and their families, surviving spouses of members of the armed services killed in action and surviving spouses of first responders killed or fatally wounded in the line of duty.

The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the District to issue bonds in accordance with this Proposition.

ORDER CALLING BOND ELECTION

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

WHEREAS, Travis County Water Control and Improvement District - Point Venture (the “District”) was duly created by Order of the Texas Water Rights Commission dated October 14, 1970, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 59, Article XVI of the Texas Constitution and operates pursuant to Chapters 49 and 51 of the Texas Water Code; and

WHEREAS, the District was created for the purpose, among others, of providing water, wastewater, drainage and storm sewer facilities, including water quality facilities, to serve land development within its boundaries; and

WHEREAS, there has been filed in the office of the District, open to inspection by the public, the Bond Authorization Report, signed and sealed by David Alexander Vargas on February 11, 2025 (the “Engineering Report”), covering the facilities to be voted including the plans and improvements to be constructed together with maps, plats, profiles, and data showing and explaining the Engineering Report, and the report has been carefully considered by the Board of Directors of the District (the “Board”) and has been fully approved by the Board; however, the Engineering Report is not part of the proposition to be voted on and is not a contract with the voters; and

WHEREAS, said works, improvements, facilities, land, plants, equipment, appliances, property, contract rights, rights of use and interests in property are designed and intended to furnish a waterworks, wastewater system and a drainage and storm sewer system (including water quality facilities) for the District; and

WHEREAS, the Engineering Report heretofore filed and approved contains an estimate of the cost of the purchase, acquisition and construction of the proposed works, improvements, facilities, land, plants, equipment, appliances and an estimate of the District’s costs due or to become due under contracts and the cost of purchasing and acquiring such property, contract rights, rights of use and interest in property, administrative facilities and expenses incident thereto with respect to the projects, as generally follows:

[Remainder of page intentionally left blank.]

~~[Cost table from 2019 Election Order to be updated with information from Bond Authorization Report]~~

PRELIMINARY COST SUMMARY
Water, Wastewater and Drainage Improvements

Construction Costs

1.	Wastewater Treatment Plant Improvements	\$[_____]
2.	Water and Wastewater Conveyance and Other Improvements	\$[_____]
3.	, Sewer, Reclaimed Water System Improvements	\$[_____]
4.1.	Miscellaneous & Drainage System Improvements	\$[_____] \$8,382,233
5.2.	Contingencies ([_]%)	\$[_____](20%)
		<u>\$1,691,270</u>
6.	Inflation ([_]%)	\$[_____]
7.3.	Engineering ([_]%)	\$[_____](30%)
		<u>\$2,428,907</u>
	TOTAL CONSTRUCTION COSTS	\$[_____] <u>\$12,502,410</u>

Non-Construction Costs

1.	Legal Fees ([_]%)(2%)	\$[_____]\$
2.	Financial Advisory Fees ([_]%)(2%)	\$[_____]\$
3.	Bond Discount ([_]%)(3%)	\$[_____]\$
4.	Administrative Fees ([_]%)(0.50%)	\$[_____]\$
5.	Bond Application Report Costs ([_]%)(1%)	\$[_____]\$
6.	Attorney General Review Fees ([_]%)(0.10%)	\$[_____]\$
7.	TCEQ Bond Issuance Fee ([_]%)(0.25%)	\$[_____]\$
	TOTAL NON-CONSTRUCTION COSTS	\$[_____]\$
		1 007 500
	TOTAL BOND ISSUE REQUIREMENT	\$[_____]\$

WHEREAS, the Board finds that the above estimate of \$[_____]\$13,600,000 is reasonable and proper and hereby approves the same and all items thereof but reserves the right to authorize amendments to the Engineering Report and to reallocate costs and make such other changes as necessary to meet the changing requirements of the District's system; and

WHEREAS, the Texas Constitution and the Texas Water Code, provides that bonds payable wholly or partially from ad valorem taxes shall not be issued until authorized by a majority vote of the resident electors of the District voting in an election called and held for that purpose; and

WHEREAS, the Board desires to call an election for the purpose of submitting a proposition on the issuance of the bonds for system facilities of the District in the amount of \$[_____]\$13,600,000 and the levy of taxes in payment of such bonds; and

WHEREAS, the District will enter into one or more election agreements (the “Election Agreements”) with Travis County, Texas (the “County”), by and through the County Clerk of the County (the “Administrator”) and possibly other political subdivisions, in accordance with the laws of the State of Texas (the “State”) and applicable federal law; and

WHEREAS, the Board wishes to proceed with the ordering of said Election.

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT - POINT VENTURE THAT:

Section 1. Call of Election; Date; Eligible Electors; and Hours. An election (the “Election”) shall be held on Saturday, May 3, 2025 (“Election Day”), which is seventy-eight (78) or more days from the date of the adoption of this order (the “Order”), within and throughout the territory of the District at which all resident, qualified electors of the District shall be entitled to vote. The Board hereby finds that holding the Election on such date is in the public interest. The hours during which the polling places are to be open on Election Day shall be from 7:00 a.m. to 7:00 p.m.

Section 2. Voting Precincts; Polling Places; Election Officers. Except as otherwise provided herein, the Election Day precincts established for the purpose of holding the Election and the polling places designated for the Election precincts shall be as shown in **Exhibit A** to this Order. The precinct judges and alternate judges for the Election shall be appointed in accordance with the Texas Election Code (the “Election Code”).

In the event that the President or Vice President of the Board (the “Authorized Officers”), or their designees, shall determine from time to time that (a) a polling place hereafter designated shall become unavailable or unsuitable for such use, or it would be in the District’s best interests to relocate such polling place, or (b) a presiding judge or alternate presiding judge hereafter designated shall become unqualified or unavailable, the Authorized Officers, or their designee, are hereby authorized to designate and appoint in writing a substitute polling place, presiding judge or alternate presiding judge, and correct or modify the exhibits to this Order, giving such notice as is required by the Election Code and as deemed sufficient. The Authorized Officers or their designees are authorized to modify **Exhibit A** to reflect any such changes.

Section 3. Engineering Report. The Engineering Report and the estimates of costs described above are hereby approved; provided, however, the District reserves the right to authorize amendments to the Engineering Report and to reallocate costs and make such other changes as necessary to meet the changing requirements of the District’s system.

Section 4. Proposition. At the Election there shall be submitted to the resident, qualified electors of the District the following proposition (the “Proposition”):

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT - POINT VENTURE PROPOSITION A

Shall the Board of Directors of Travis County Water Control and Improvement District - Point Venture be authorized to issue the bonds of said district in one or more issues or series in the maximum amount of ~~[\$_____]~~ **\$13,600,000** maturing serially or otherwise in such installments as are fixed by said Board over a period or periods not exceeding forty (40) years from their date or dates, bearing interest at any rate or rates and to sell said bonds at any price or prices, provided that the net effective interest rate on any issue or series shall not exceed the maximum legal limit in effect at the time of issuance of each issue or series of bonds, all as may be determined by said Board, for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, maintaining, improving or extending inside and outside its boundaries a waterworks system, wastewater system, drainage and storm sewer system (including water quality facilities), including, but not limited to, all additions to such systems and all works, improvements, facilities, land, plants, equipment, appliances, interests in property, and contract rights needed therefor and all organizational, administration and operating costs during creation and construction periods, and to provide for the payment of principal of and interest on such bonds by the levy and collection of a sufficient tax upon all taxable property within said district, all as now and hereafter authorized by the constitution and laws of the State of Texas?

Section 5. Ballots. The ballots shall conform to the requirements of the Election Code and shall have written or printed thereon the following:

OFFICIAL BALLOT

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT - POINT VENTURE PROPOSITION A

- FOR) THE ISSUANCE OF ~~[\$_____]~~ **\$13,600,000**
-) BONDS FOR WATER, WASTEWATER AND
-) DRAINAGE PURPOSES AND THE LEVY OF
-) TAXES IN PAYMENT OF THE BONDS.
- AGAINST)

Section 6. Voting. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). As required by the Election Code, the District shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities

to cast a secret ballot. To the extent permitted by law, paper ballots may be used for early voting by mail.

Each voter desiring to vote in favor of the Proposition shall mark the ballot indicating “FOR” the Proposition, and each voter desiring to vote against the Proposition shall mark the ballot indicating “AGAINST” the Proposition. Voting shall be in accordance with the Election Code.

Section 7. Early Voting. The Board hereby appoints the Administrator as the regular early voting clerk for the District. Early voting, both by personal appearance and by mail, will be conducted in accordance with the Election Code.

Early voting by personal appearance shall be conducted at the locations, on the dates and at the times as shown in **Exhibit B**. Early voting by personal appearance shall begin on Tuesday, April 22, 2025 and end on Tuesday, April 29, 2025.

For the use of those voters who are entitled by law to vote early by mail, the early voting clerk shall provide each voter with a ballot with instructions to mark the ballot indicating his or her vote “FOR” or “AGAINST” the Proposition. The contact information/delivery addresses for applications for ballots to be voted by mail and other matters related to the Election is as follows:

Name: Dyana Limon-Mercado

Official Mailing Address: Travis County Clerk - Elections Division, P.O. Box 149325, Austin, TX 78714

Physical Address: Elections Division, Travis County Clerk, 5501 Airport Boulevard, Suite #100, Austin, TX 78751

E-mail Address: elections@traviscountytexas.gov

Phone Number: (512) 238-8683

Fax Number: (512) 854-3969

Website Address: <https://votetravis.gov/>

The Administrator is hereby authorized and directed to designate the early voting ballot board and other officers required to conduct early voting for the Election.

Section 8. Conduct of Election. The Election shall be conducted by election officers, including the precinct judges and alternate judges or clerks appointed by the Board, in accordance with the Election Agreements, Chapters 49 and 51, Texas Water Code, the Election Code and the Constitution and laws of the State and the United States of America. The Authorized Officers, and their respective designees, are authorized to enter into, execute and deliver one or more Election Agreements, in accordance with applicable provisions of the Election Code, and such other agreements, notices and other instruments as are deemed necessary or appropriate to carry out the intent of this Order. The terms and provisions of each Election Agreement are hereby incorporated into this Order. To the extent of any conflict between this Order and an Election Agreement, the terms and provisions of the Election Agreement shall prevail, and the Authorized Officers, and their respective designees, are authorized to make such corrections, changes, revisions and modifications to this Order, including the exhibits hereto, as are deemed necessary or appropriate to conform to the Election Agreement, to comply with applicable state and federal law and to carry out the intent of the Board, as evidenced by this Order. The Administrator shall

be responsible for establishing the central counting station for the ballots cast in the Election and appointing the personnel necessary for such station.

Section 9. Bilingual Election Materials. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in both English and Spanish and persons capable of acting as translators in both English and Spanish shall be made available to assist Spanish language speaking voters in understanding and participating in the election process.

Section 10. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. The ballots shall be counted by one or more teams of election officers assigned by the presiding judges, each team to consist of two or more election officers. After completion of their responsibilities under the Election Code, including the counting of the voted ballots and the tabulation of the results, the presiding judge shall make a written return of the Election results to the District in accordance with the Election Code. The Board shall canvass the returns and declare the results of the Election.

If a majority of the resident, qualified electors of the District voting at the Election, including those voting early, shall vote in favor of the Proposition, then the issuance and sale of the bonds described in such Proposition shall be authorized in the maximum amount contained therein, and the bonds shall be issued and sold at the price or prices and in such denominations determined by the Board to be in the District's best interest.

Section 11. Training of Election Officials. Pursuant to the Election Code, a public school of instruction for all election officers and clerks may be held as arranged or contracted by the Administrator.

Section 12. Notice of Election; Voter Information Document. In accordance with Section 4.003(a)(1) of the Election Code, a notice conforming to the requirements of Section 4.004, Election Code, appearing in English and Spanish shall serve as proper notice of said election, and the Authorized Officers or other representatives of the District shall cause the notice to be published one time, not earlier than the 30th day nor later than the 10th day prior to the date set for the election, in a newspaper published in the District or, if none is published in the District, in a newspaper of general circulation in the District. In addition, substantial copies of this Order, in English and Spanish, shall be posted at the times and in the places required by Section 4.003 of the Election Code.

A voter information document for each Proposition in the form attached hereto as **Exhibit C** is hereby approved, together with such revisions as may be approved by the Authorized Officers, and shall be posted and provided in accordance with law.

Section 13. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for a least seventy-two (72) hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by the District in connection with providing such notice, both as required by Chapter 551, Texas Government Code, as amended; and that such

meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 14. Mandatory Statement of Information.

(a) Pursuant to Section 3.009, Texas Election Code: (i) the proposition language that will appear on the ballot is set forth in Section 5 of this Order, (ii) the purposes for which the bonds are to be authorized are set forth in Section 4 of this Order, (iii) the principal amount of bonds to be authorized is set forth in Section 4 of this Order, (iv) if the issuance of bonds is authorized by voters, taxes sufficient, without limit as to rate or amount, to pay the annual principal of and interest on the bonds may be imposed, as set forth in Section 4 of this Order, (v) bonds authorized pursuant to this Order may be issued to mature over a specified number of years (not to exceed the lesser of forty (40) years or the maximum number of years authorized by law) and bearing interest at the rate or rates (not to exceed the maximum rate authorized by law), as authorized by law and determined by the Board, (vi) as of the date of the adoption of this Order, the aggregate amount of outstanding principal of the District's debt obligations was \$~~_____~~, \$18,150,000 and the aggregate amount of outstanding interest on the District's debt obligations was \$~~_____~~, \$3,683,431.20, and (vii) the date of adoption of this Order, the District's ad valorem debt service tax rate is \$~~_____~~ \$0.2750 per \$100 of taxable property.

(b) Based upon market conditions as of the date of this Order, the maximum net effective interest rate for any series of the bonds is estimated to be ~~_____~~ % 5.50%.f Such estimated maximum interest rate is provided as a matter of information but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. In addition, the estimate contained in this subsection (b) is (i) based on certain assumptions (including assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 3.009, Texas Election Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to and does not give rise to a contract with voters or limit the authority of the Board to issue bonds in accordance with the Proposition submitted by this Order.

Section 15. Authority of the Authorized Officers. The Authorized Officers shall have the authority to take, or cause to be taken, all reasonable or necessary actions to insure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed. Without limiting the generality of the immediately preceding sentence, the Authorized Officers and their designee are hereby authorized to complete and update, as necessary, the exhibits attached hereto with any alterations or changes in or additions to the polling locations and other information, as necessary.

Section 16. Authorization to Execute. The President or Vice President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the President or Vice President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 17. Appointment of Agent. The Secretary of the Board is hereby authorized and directed to appoint Jean Cecala as the Secretary of the Board's agent to perform the duties set forth in Section 31.123 of the Election Code for the Election, and to post, on the bulletin board used for posting notice of meetings of the Board, a notice containing the agent's name, the location of the agent's office, the agent's office hours, and duration of the agent's appointment. The notice will remain continuously posted during the minimum period required for maintaining an office under Section 31.122 of the Election Code.

Section 18. Effective Date. This Order is effective immediately upon its passage and approval.

[signature page follows]

PASSED AND APPROVED February __, 2025.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

EXHIBIT A - ELECTION DAY POLLING LOCATIONS¹

[to be provided by Travis County]

¹ All information is subject to being changed by the County.

EXHIBIT B - EARLY VOTING POLLING LOCATIONS AND TIMES

[to be provided by Travis County]

EXHIBIT C - VOTER INFORMATION DOCUMENT

**TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT -
POINT VENTURE PROPOSITION A**

[] FOR) THE ISSUANCE OF ~~[\$_____]~~ \$13,600,000
) BONDS FOR WATER, WASTEWATER AND
) DRAINAGE PURPOSES AND THE LEVY OF
) TAXES IN PAYMENT OF THE BONDS.
 [] AGAINST)

1. Principal of the debt obligations to be authorized	\$[_____]
2. Estimated interest for the debt obligations to be authorized	\$[_____]
3. Estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized	\$[_____]
4. Principal of all outstanding debt obligations of the District*	\$[_____]
5. Estimated remaining interest on all outstanding debt obligations of the District*	\$[_____]
6. Estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the District*	\$[_____]
7. Estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved, based upon assumptions made by the governing body of the District	\$[_____]
8. Other information that the District considers relevant or necessary to explain the foregoing information	See major assumptions listed below.

* As of the date of adoption of the District's Order Calling Bond Election (the "Bond Election Order").

Major assumptions for statements above, including statement 7:

(1) Assumed amortization of the District's debt obligations, including outstanding debt obligations and the proposed debt obligations:

Term	Principal (Proposed Debt)	Estimated Interest	Total Proposed Debt Service	Total Proposed Debt Service + Existing Debt Service
[_] years	\$[_____]	\$[_____]	\$[_____]	\$[_____]

(2) Assumes that the taxable assessed value within the District will grow at a rate of [%] per year for the life of the bonds.

(3) Assumes interest rate on the debt obligations to be issued: [____]%.

(4) Assumes a tax collection rate of [____]%.

(5) Assumes state-mandated homestead exemption.

(6) Assumes homestead does not qualify for idiosyncratic exemptions, including, but not limited to, the state-mandated (a) homestead exemption for the elderly and disabled (for which tax payments are capped based on the homeowner's tax payment in the year the exemption is obtained) and (b) homestead exemption for disabled veterans and their families, surviving spouses of members of the armed services killed in action and surviving spouses of first responders killed or fatally wounded in the line of duty.

The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the District to issue bonds in accordance with this Proposition.

**ELECTION AGREEMENT BETWEEN
TRAVIS COUNTY AND TRAVIS COUNTY WATER
CONTROL AND IMPROVEMENT DISTRICT – POINT VENTURE**

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and [Travis County Water Control and Improvement District – Point Venture](#) (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
- (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an

administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions 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, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

- (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The

Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) [Jean Cecala](#) will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. [Jean Cecala](#) will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. [Jean Cecala](#) will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytx.gov, with a copy to ElectionEntities@traviscountytx.gov. The Participating Entity has designated [the District's attorney as the Participating Entity's representative for sending and receiving](#) e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: hudson@wfaustin.com.
- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to

conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
 - (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
 - (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

- (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2025, through January 1, 2026, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
- (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

TRAVIS COUNTY WCID – POINT VENTURE
 c/o Willatt & Flickinger, PLLC
 12912 Hill Country Blvd., Ste. F-232
 Austin, Texas 78738

TRAVIS COUNTY
 Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
 1000 Guadalupe Street, Room 222
 Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
 314 West 11th Street, 5th Floor
 Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email

was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, “business day” means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement 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 Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

Travis County WCID – Point Venture
c/o Willatt & Flickinger, PLLC
12912 Hill Country Blvd., Ste. F-232
Austin, Texas 78738

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

**TRAVIS COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT – POINT VENTURE**

BY: _____
Steve Tabaska
President, Board of Directors

DATE: _____

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

From: Eaton II, Charles <Charles.Eaton@inframark.com>
Sent: Thursday, January 30, 2025 7:11 PM
To: Connell, Gerald <gerald.connell@inframark.com>
Subject: Updated quote for Fire Hydrant 51

ESTIMATE

Inframark

DATE

1/22/2025

District

District Name

Point Venture

Facility Name

Point Venture

DESCRIPTION		TOTAL
Kennedy K81 Fire Hydrant		4750.00
Kennedy R/W MJ Gate Valve		1266.00
Expoxy Restraint PVC		885.22
MJ Transition Gasket		392.40
ADJ Valve Box Complete Foreign		120.00
Foster Adaoater		175.28

Labor & Machines		4500.00
		0.00
	SUBTOTAL	0.00
Call locates, first day is to dig to the main with the backhoe and hand work as well with the shovels. Day 2 installing the Hydrant turning off the water so we can add an isolation valve as well. Once installed flush the hydrant, pull a back T and put the hydrant back online.	DISCOUNT	0.00
	Quote Total	\$12,088.00

Respectfully,

Charles Eaton II | C&D Assistant Field Services Manager: Repair/Ponds Austin



(M) 786-719-6545

www.inframark.com