PUBLIC NOTICE OF REGULAR MEETING TAKE NOTICE THAT A REGULAR 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 October 26, 2023 @ 3:00 p.m.
To consider and act upon any or all of the following:

AGENDA

- Call to Order.
- Roll call of Directors.
- 3. Pledge of Allegiance.
- Public Comments.

This is an opportunity for members of the public to address the Board of Directors concerning any issue that is <u>not</u> 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. Minutes of Prior Board Meetings.
- 6. Accountant's Report on the financial affairs of the District, including authorization of payment of bills Bott and Douthitt, PLLC.
- 7. Engineer's Report Trihydro Corporation.
- 8. Proposed bond projects in District and discussion of bond related projects and issuance of contract agreements.
- 9. Approval of construction plans and pay estimates, change orders and acceptances of completion with respect to construction contracts.
- 10. Operations and Maintenance Report Inframark.
- 11. Expenditures, contracts, repairs, replacements and maintenance to Operations and Maintenance Report in Item 10 above.
- 12. Townhouse sewer blockage.
- 13. POA license agreement.
- 14. Agreement with Trac-N-Trol.
- 15. Agreement with Travis County MUD #10.

- 16. Final staging area and moving trailers/boats.
- 17. Texas Water Development Board funding application status.
- 18. Board announcements.
- 19. 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)

Junter Hudson, Attorney for the District

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY WCID – POINT VENTURE

September 28, 2023

STATE OF TEXAS §

COUNTY OF TRAVIS §

The Board of Directors of the District met in regular meeting, open to the public, at the District Office, 18606 Venture Drive, Point Venture, Texas 78645, on the 28th day of September 2023, at 3:00 p.m. with the Directors present being Steve Tabaska, Annette Kikta, Mark Villemarette and Curtis Webber.

Others in attendance were Allen Douthitt of Bott and Douthitt, PLLC, David Vargas and Kayla Petersen of Trihydro Corporation and Dodie Erickson, Elizabeth Reeves and Jean Cecala of Inframark. Residents in attendance were John Lundin, Kevin Cook, and Greg McCullough.

1. CALL TO ORDER.

Board President Steve Tabaska called the meeting to order at 3:02 p.m.

2. ROLL CALL OF DIRECTORS.

Jean Cecala called roll of Directors. Present were President Steve Tabaska, Vice-President Annette Kikta and Assistant Secretary Mark Villemarette thus constituting a quorum. Assistant Secretary Curtis Webber arrived at 3:08 p.m. Director Manuel Macias was absent.

3. PLEDGE OF ALLEGIANCE.

President Tabaska led the Pledge of Allegiance.

4. PUBLIC COMMENTS.

Kevin Cook, a board member of Point Venture Townhouse Association addressed the Board in reference to a recent sewer line blockage behind the townhouses on Venture Blvd North and Venture Blvd South. Mr. Cook was asking the District for suggestions on how to avoid a blockage in the future. He stated that the Townhouse Association tries to educate the owners on good maintenance of the grinder pump systems owned by the Association.

5. AUGUST 24, 2023 REGULAR MEETING MINUTES AND SEPTEMBER 7, 2023 SPECIAL MEETING MINUTES.

The proposed minutes of the August 24, 2023 regular meeting and the September 7, 2023 special meeting were presented for approval. Director Annette Kikta made a motion to approve the minutes as presented. The motion was seconded by Director Mark Villemarette. Motion unanimously approved.

6. PUBLIC HEARING ON TAX RATE.

President Tabaska opened the public hearing on the District's tax rate for 2023 at 3:14 p.m. There were no public comments. President Tabaska closed the public hearing at 3:15 p.m.

7. ORDER APPROVING 2023-2024 BUDGET.

Mr. Allen Douthitt of Bott & Douthitt PLLC, accountant for the District, met with the District's financial advisor then the Board's finance committee and reallocated money in the tax rate. Additionally, two line items were added to the proposed budget from last month to include lobbyists and election expenses. Even though the District will not hold an election in the 2024 fiscal year, expenses are incurred to announce the election during FY 2024.

Director Kikta made the motion to approve the 2023-2024 budget as presented. Director Curtis Webber seconded the motion. The motion was unanimously approved.

8. ORDER APPROVING THE DISTRICT'S APPRAISAL ROLL AND SETTING THE DISTRICT'S TAX RATE FOR 2023.

President Tabaska led the discussion. The 2023 proposed tax rate will be \$0.6722/\$100 taxable value which is down from last year's total tax rate of \$0.7000/\$100 value. Even though the rate will go down, this is an approximate increase of 7.5 percent of tax revenue. The increase is attributed to new construction in the past year.

Director Kikta made the motion to approve the District's appraisal roll and setting the District's tax rate for 2023 at \$0.6722, with allocation of \$0.4062/\$100 value for maintenance and operations and \$0.2660/\$100 value for debt services. Motion was seconded by Director Webber. Voting for the tax rate were President Tabaska, Vice-President Kikta, Assistant Secretary Villemarette and Assistant Secretary Webber. Voting against – none. Absent – Director Manuel Macias.

9. AMENDED INFORMATION FORM.

Due to the tax rate change, the Information Form, also known as the Notice to Purchasers, required amending. Director Kikta made the motion to approve the amended information form. The motion was seconded by Director Villemarette. Motion unanimously approved.

10. ACCOUNTANT'S REPORT ON THE FINANCIAL AFFAIRS OF THE DISTRICT, INCLUDING AUTHORIZATION OF PAYMENT OF BILLS – BOTT & DOUTHITT, PLLC.

Allen Douthitt of Bott & Douthitt PLLC gave the financial report for the District. Currently bills are paid through the bookkeeper's account. Mr. Douthitt went over invoices paid by the District in August 2023 and presented the July 2023 financials.

After questions from the Board were answered, Director Kikta made the motion for approval of payments of monthly bills, payment for professional services, and authorization to transfer funds as noted on the report. It was seconded by Director Webber. Motion unanimously approved.

11. ENGINEER'S REPORT - TRIHYDRO CORPORATION.

Mr. David Vargas of Trihydro then presented the engineer's report for September.

No current engineering issues were reported for the Wastewater Treatment Plant or Reclaimed Water System.

Surface Water Treatment Plant – On September 7, 2023, Trihydro performed an on-site field assessment with the District on the uppermost segment of the raw water hose. The hose was measured and its length confirmed. On September 21, Trihydro provided the District review comments on Chapman Marine's proposals for installing a new raw water hose.

On September 7, Trihydro looked at the Plant "A" Cla-val flow control valve with the District. SCADA is not picking up signals from the valve. On September 12, Trihydro attended the Engineering/Operations committee meeting. Trihydro provided water modeling results on various fire flow scenarios in response to the recent structure fire. President Tabaska corrected last month's idea of rotating Directors on the Engineering/Operations committee. In order to avoid breaking the Open Meetings Act the committee may only have two members. He appointed Directors Villemarette and Webber to the committee.

Distribution and Storage – August 31, the District provided Trihydro an asset inventory spreadsheet and photos of recent updates to the water distribution and wastewater collection systems for records and reference.

Wastewater System – On September 11, Trihydro provided a copy of the Comanche Point townhome plats to the District to confirm existing public utility easements within the townhome property.

Water Treatment Plant Generator Project – GenSet is anticipated to arrive at the Holt-Cat San Antonio location the week of September 25. T. Morales will coordinate with Holt-Cat to get a crane on-site. GenSet is anticipated to be installed by mid-October. T. Morales will be submitting its first pay application in a couple of weeks.

FY 2023 General Engineering Services – Trihydro submitted the letter proposal for the FY 2024 General Engineering Services project for approval. Trihydro provided a list of recommended local vendors to Inframark on September 22, related to electrical, concrete, instrumentation, pipe/valves/hydrants and rental equipment.

Director Kikta made a motion to accept the engineer's report. The second was made by Director Webber and unanimously approved.

12. PROPOSED BOND PROJECTS IN DISTRICT AND DISCUSSION OF BOND RELATED PROJECTS AND ISSUANCE OF CONTRACT AGREEMENTS.

Mr. Vargas updated the Directors on the bond related projects and contracts. The Bond Program currently has two active design projects which are the Wastewater Treatment Plant (WWTP) and the Water System Analysis.

WWTP – Trihydro submitted the final proposal for construction services to the District for approval. Trihydro reviewed the submitted bids for compliance with the bid requirements by evaluating the apparent low bidder's qualifications and references. Trihydro then furnished the Recommendation of Award letter to the District for approval. Trihydro attended the special Board meeting on September 7, then furnished the Notice of Award to Associated Construction Partners (ACP) on September 11, 2023.

WWTP Construction Services – Trihydro began drafting the Construction Materials Testing (CMT) solicitation document and pre-construction meeting agenda. ACP furnished the signed contracts and bonding and insurance documents on September 19, 2023. Trihydro began compiling the conformed plan set and project manual.

Water System Analysis – Per the District's request from the August Board meeting, Trihydro modeled various fire flow scenarios to determine water plant and distribution improvements in response to the recent structural fire. These scenarios were presented at the September 12 Engineering/Operations committee meeting. Trihydro continued filling out the TWDB DWSRF project information form online application.

Water System Improvements – The scope of these future bond projects is defined in the Water Master Plan, developed as part of the Water System Analysis project. The Water Master Plan provided recommendations for replacing the Augusta Standpipe and renovating the Augusta Pump Station to address immediate concerns and deficiencies in the system. Additional projects to address aging infrastructure, fire flow availability and operation issues included: rehabilitating the Augusta Elevated Storage Tank (EST); installed a 6-inch water line from Nicklaus Drive to Champions Circle; installing a PRV assembly; replacing 2-inch water lines with 8-inch water lines at Lakeland Circle and Lakehead Circle; and installing 6-inch waterlines along Valley Hill Drive and Valley Hill Lane to reallocate 35 Living Unit Equivalence (LUE) to the lower pressure plane. No funding will be available from Bond money due to final project costs of the WWTP and Water System Improvements.

Future bond projects have been put on hold due to the final project costs of the WWTP.

Director Kikta made a motion to accept the Bond report. Motion was seconded by Director Villemarette. Motion unanimously approved.

13. TRIHYDRO FY 2023-24 GENERAL ENGINEERING SERVICES AGREEEMENT.

Mr. David Vargas presented Trihydro Corporation 2023-24 General Engineering Services Agreement. He said the same scope of work from the 2022-23 contract was outlined in the new contract. Cost for engineering services for the next fiscal year is approximately \$75,000. If approved, the contract would be in effect from October 1, 2023 through September 30, 2024.

Director Villemarette made a motion to approve the engineering services agreement between the District and Trihydro Corporation for fiscal year 2023-24. Director Kikta seconded the motion which was unanimously approved.

14. <u>APPROVAL OF CONSTRUCTION PLANS AND PAY ESTIMATES, CHANGE ORDERS AND ACCEPTANCES OF COMPLETION WITH RESPECT TO CONSTRUCTION CONTRACTS.</u>

No action was required.

15. CUSTOMER REIMBURSEMENTS.

One customer who was offered a settlement did not believe an account credit would be sufficient for the expenses to replace a grinder pump during a recent District line blockage. President Tabaska proposed counter-offering a cash payment for the same amount that had been proposed as an account credit. Director Webber made a motion to offer the customer money instead of an account credit. Director Kikta seconded the motion. Motion unanimously approved.

16. OPERATIONS AND MAINTENANCE REPORT – INFRAMARK.

Ms. Dodie Erickson gave the Operations and Maintenance Report for Inframark. Ms. Erickson introduced Elizabeth Reeves who is Director of Account Management for Inframark.

WTP and Distribution System – TCEQ requires all public water systems to perform a lead service line inventory under the new Lead and Copper Rule Revisions. Ms. Erickson said that Inframark will be contracting a third-party engineer (LJA Engineering) to complete the LSLI sampling on service lines in the distribution system. This inventory must be completed by October 2024. The barge work was completed September 28. The dusk to daylight sensor has quit working so the navigation lighting is currently hard-wired so the lights are always on. A new sensor has been ordered and will be replaced as soon as it is received. The crew installed a chain and lock and cleaned and greased the barge pumps

and motors. Directors asked for an additional lock for a second entry point on the barge.

The new turbidimeters for Plant A were received on September 27. The transducer on Clearwell #2 failed and needs to be replaced. Ms. Erickson presented the Board with a quote for a new transducer and labor for approval.

Inframark reported that TracNTrol had not yet responded to the service items discussed in the September 12th Engineering/Operations Committee meeting. Based on that, the Board discussed the whether or not there was a need to find a replacement for TracNTrol and how to handle access control to the computer programs at the WTP. In conclusion, the Board decided to wait and evaluate what progress TracNTrol makes by the next Engineering/Operations Committee meeting on October 10.

A hydrant on Deckhouse has a main valve leaking badly which needs to be replaced. The hydrant does not have an isolation valve, so that would need to be added as well. This hydrant is flushed monthly per TCEQ flushing rules. Ms. Erickson presented a quote from Inframark to complete the job. Additionally, the VFD at the water plant is exposed to extreme heat and humidity. Inframark logged the temperature data and presented it to the Board to show the need for an all-in-one heater/air conditioning unit. The Board asked to use a humidity monitor and also review the specifications on the VFD ratings for heat and humidity.

WWTP and Collection System – At the WWTP the eight-inch drain valve for the contact chamber was installed August 30 and the RAS line and isolation valve were installed September 12. The Board asked for an update from operators to the efficiency of these new components. The blower was taken to ACFM for repair and is expected to be diagnosed by October 6. A recent blockage in a townhouse sewer service line was mitigated after Inframark was asked to install sweeps on the line and have the line flushed out.

Director Kikta made a motion to accept the operations and maintenance report. Director Webber seconded the motion, Motion unanimously approved.

17. EXPENDITURES, CONTRACTS, REPAIRS, REPLACEMENTS AND MAINTENANCE TO OPERATIONS AND MAINTENANCE REPORT IN ITEM 16 ABOVE.

Director Kikta made a motion to approve Inframark replacing the fire hydrant at 606 Deckhouse Drive for \$11,480.69 and purchasing a transducer from Alterman for Clearwell #2 for \$2,393. The motion was seconded by Director Villemarette. Motion unanimously approved.

18. RATE ORDER.

The Board began the discussion of changing the guidelines for leak adjustments. A lengthy discussion ensued which included several ideas. Director Villemarette made a motion to add to the rate order that residential customers who experience a large leak would have a maximum liability of \$750 for any amount above the customer's normal usage. Anything outside of the policy would be brought to the Board of Directors for consideration for additional adjustments. Customers will be allowed three months to pay for the leak. The motion failed due to lack of a second.

It was discussed revisiting the leak adjustment portion of the rate order early in 2024 when service rates would most likely be increasing.

Another discussion about rates for surplus water was held. President Tabaska asked Mr. Douthitt to figure the approximate cost of producing 1,000 gallons of water. No action was taken on this item.

19. REPLACEMENT OF UPPERMOST RAW WATER HOSE FROM BARGE.

Director Villemarette led the discussion. He had been working on getting three bids for 52' of hose for raw water from the barge. Director Villemarette's recommendation to the Board was to approve purchasing the hose from Wilson Company for a price of \$18,100.00. He said the lead time to get the hose manufactured and delivered is approximately 10 to 15 weeks. A conceptual, worst-case estimate to install the hose was provided by Chapman Marine. It included a broad scope of work which included steps to minimize water plant downtime, reduce risk, and extend the life of the new hose. Over all the estimate to purchase and install the hose is approximately \$58,550 plus any necessary repair or reconstruction at the bulkhead. Director Villemarette noted that the installation cost estimate is expected to decrease as the final scope of work is developed. Director Webber agreed that the hose needs to be purchased now due to the long lead time. Director Kikta made a motion to order the hose from Wilson Company. The motion was seconded by Director Webber. Motion unanimously approved.

20. AGREEMENT WITH TRAVIS COUNTY MUD #10.

No agreement was ready by meeting time. No action required.

21. DISPOSAL OF EFFLUENT AND GOLF COURSE IRRIGATION.

President Tabaska reminded the Board that irrigation in roughs would begin for the winter months in the next couple of months. He recommended hiring Bill Cecala to mow the area around the sixth tee box and fairway to prepare the area for irrigation. He also recommended hiring Mr. Cecala to oversee and manage watering the roughs.

Director Kikta made a motion to hire Bill Cecala to do the mowing and oversee and manage watering the roughs. Motion was seconded by Director Webber and unanimously approved.

22. TEXAS WATER DEVELOPMENT BOARD FUNDING APPLICATION STATUS.

President Tabaska said that no further information is available for the application. He will organize a meeting to meet with the Texas Water Development Board (TWDB) representative. He will invite representatives from the District's legal team, financial advisor, accountant, bond counsel and two Board members. David Vargas said Trihydro would continue working on the application on behalf of the District.

ADJOURN THE MEETING. Meeting was adjourned at 6:09 p.m.

Steve Tabaska, President
Travis County WCID – Point Venture

ATTEST:

Manuel Macias, Secretary
Travis County WCID – Point Venture (SEAL)

TRAVIS COUNTY WCID POINT VENTURE

Accounting Report

October 26, 2023

- Review Cash Activity Report, including Receipts and Expenditures
 - ✓ Action Items:
 - Approve vendor payments
 - Approve fund transfers
- Review August 31, 2023 Financial Statements

2023 Travis County WCID Point Venture

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Jan 26	Board Meeting
Feb 15	Bond Payments
Feb 23	Board Meeting
Mar 23	Board Meeting
Apr 27	Board Meeting
May 25	Board Meeting
Jun 22	Board Meeting
Jul 27	Board Meeting
Aug 15	Bond Payments
Aug 24	Board Meeting
Sep 28	Board Meeting
Oct 26	Board Meeting
3	

Cash Activity Report

Travis County WCID Point Venture Cash Activity Report August 31, 2023 - October 26, 2023

		_	PNC	PNC
		_	Operating	Bookkeeper's
Cash - Balance as of August 31, 2023			83,058.92	88,164.64
Subsequent Activity			(22,849.21)	(52,847.77)
Transfer approved at September 28, 2023 Meeting	To TexPool Operating Account	(170,000.00)		
Service Charge	August 2023	(254.33)		
Cash Receipts	Service Revenue	54,023.91		
Cash Receipts	Cell Tower Leases	88,959.28		
Cash Receipts	CLFRF Funding	252.93		
Returned Checks	Inframark Reimbursement	4,169.00		
Returned Checks	Subtotal - Operating Account	(22,849.21)		
	-			
Transfers approved at September 28, 2023 Meeting	From TexPool Operating	186,073.08		
Expenditures	Checks approved at September 28, 2023 Meeting	(174,590.83)		
Expenditures	Service Charge - September 2023	(183.39)		
Pedernales Electric	Utilites - September 2023	(4,476.65)		
AT&T	Telco Account - September 2023	(318.11)		
JC Commercial Fence	Storage Lot Fence - September 2023	(7,725.00)		
Petty Cash	Supplies - September 2023	(29.51)		
Wastewater Transport Services, LLC	Sludge Load - September 2023	(1,427.09)		
Zane Furr	Mowing - September 2023	(1,015.00)		
Customer	Settlement Agreement			
		(2,501.00)		
Anthony Walters	Office Cleaning - September 2023	(130.00)		
AOS Treatment Solutions LLC	Chemicals - WWTP - October 2023	(11,815.00)		
JJ's Waste & Recycling	Trash Service - October 2023	(177.00)		
LCRA	Water - September 2023	(4,076.31)		
TML Intergovernmental Risk Pool	Insurance - FY 2024	(18,128.04)		
Waste Connections Lone Star Inc	18604 Venture Lot - September 2023	(350.21)		
Water Utility Service	Lab Fees - September 2023	(271.00)		
AT&T	WWTP Internet - October 2023	(53.76)		
Canon Solutions America, Inc	Copier - October 2023 to January 2024	(105.30)		
Maxwebs	Website Maintenance - September 2023	(125.00)		
Wastewater Transport Services, LLC	Sludge Load - September 2023	(4,288.77)		
Lago Vista Sun Hardware	Supplies - September 2023	(121.32)		
Wilson	8" x 52' Water Hose with Flange Ends- 50% Down	(6,562.50)		
	Internet - October 2023			
Spectrum	Subtotal - Bookkeeper's Account	(450.06) (52,847.77)		
Expenditures to be Approved at October 20	5, 2023 Board Meeting		-	(119,093.93)
<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>		
Bott & Douthitt, PLLC	Accounting Services - September 2023	(3,750.00)		
Trihydro Corporation	Engineering - September 2023	(17,536.25)		
Inframark LLC	Operations and Maintenance - September 2023	(92,921.58)		
Williatt & Flickinger	Legal - September 2023	(4,886.10)		
Timate a riidanga	Subtotal - Bookkeeper Account	(119,093.93)		
Subtotal			60,209.71	(83,777.06)
Transfers to be Approved at October 26, 20	023 Board Meeting		(55,000.00)	183,777.06
T	From Tay Deal On analysis Assessment to DNC Dealth			140 000 00
Transfer	From TexPool Operating Account to PNC Bookkeeper's Account			119,093.93
Transfer	From TexPool Operating Account to PNC Bookkeeper's Account			64,683.13
Transfer	From PNC Operating Account to TexPool Operating Account		(55,000.00)	
Projected Balance, October 26, 2023			\$ 5,209.71	\$ 100,000.00
			-,2032	

Travis County WCID Point Venture Cash/Investment Activity Report August 31, 2023 - October 26, 2023

	Interest Rate	Maturity Date	Balance 8/31/2023	Subsequent Receipts	Subsequent Disbursements	Subtotal 10/26/2023	Transfers to be Approved 10/26/2023		Projected Balance 10/26/2023
General Fund - PNC - Operating	0.0000%	N/A	\$ 83,058.92	\$ 147,405.12	\$ (170,254.33)	\$ 60,209.71	\$ (55,000.00)	(1)	\$ 5,209.71
PNC - Bookkeeper's	0.0000%	N/A	88,164.64	186,073.08	(358,014.78)	(83,777.06)	183,777.06	(2), (3)	100,000.00
Central Bank - Lockbox	0.0000%	N/A	141,843.96	79,501.55	(125,452.98)	95,892.53	(90,000.00)	(4)	5,892.53
Texpool General Operating	5.3645%	N/A	2,028,489.11	362,576.83	(186,073.08)	2,204,992.86	(19,868.35)	(1), (2), (3), (4), (5)	2,185,124.51
Total - General Fund Debt Service Fund -			2,341,556.63	775,556.58	(839,795.17)	2,277,318.04	18,908.71		2,296,226.75
TexPool Tax	5.3645%	N/A	52,851.43	919.28	(49,263.94)	4,506.77	-		4,506.77
TexPool - Interest and Sinking	5.3645%	N/A	757,587.07	18,318.12	-	775,905.19	-		775,905.19
Total - Debt Service Fund			810,438.50	19,237.40	(49,263.94)	780,411.96			780,411.96
Capital Project Fund -									
Texpool - Series 2016	5.3645%	N/A	26,602.34	116.34	-	26,718.68	-		26,718.68
Texpool - Series 2020	5.3645%	N/A	13,039,297.47	57,027.63	(24,477.50)	13,071,847.60	(12,041.50)	(5)	13,059,806.10
Texpool - American Resue CLFRF	5.3645%	N/A	267,713.00	1,171.00	-	268,884.00	-		268,884.00
Total - Capital Project Fund			13,333,612.81	58,314.97	(24,477.50)	13,367,450.28	(12,041.50)		13,355,408.78
Total - All Funds			\$ 16,485,607.94	\$ 853,108.95	\$ (913,536.61)	\$ 16,425,180.28	\$ 6,867.21		\$ 16,432,047.49

- Transfer Letter Information:
 (1) From PNC Operating Account to TexPool Operating Account: \$55,000.00
 (2) From TexPool Operating Account to PNC Bookkeeper's Account: \$119,093.93
 (3) From TexPool Operating Account to PNC Bookkeeper's Account: \$64,683.13
 (4) From Central Bank Lockbox Account to TexPool Operating Account: \$90,000.00
 (5) From TexPool SR 2020 Capital Projects Account to TexPool Operating Account: \$12,041.50

TRAVIS COUNTY TAX OFFICE TXDIST1A

FROM 10/01/2022 TO 08/31/2023 YEAR FROM 0000 TO 2022 RECEIVABLE BALANCE 'R' REPORT

ALL OTHERS

					LOTHERS							
MPA		POINT VENTUR										
	BEGINNING	TAX	BASE TAX	I	NET BASE TAX	PERCENT	ENDING	P & I	P & I	LRP OT	HER PENALTY	TOTAL
YEAR	TAX BALANCE	ADJ	COLLECTED	REVERSALS	COLLECTED C	COLLECTED	TAX BALANCE	COLLECTED	REVERSALS	COLLECTED	COLLECTED	DISTRIBUTED
1983	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1984	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1985	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1986	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1987	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1988	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1989	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1990	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1991	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1992	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1993	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1994	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1995	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1996	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1997	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1998	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1999	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2000	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2001	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2002	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2003	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2004	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2005	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2006	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2007	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2008	461.78	.00	.00	.00	.00	.00 %	461.78	.00	.00	.00	.00	.00
2009	1224.88	.00	.00	.00	.00	.00 %	1224.88	.00	.00	.00	.00	.00
2010	1220.25	.00	.00	.00	.00	.00 %	1220.25	.00	.00	.00	.00	.00
2011	1259.07	.00	.00	.00	.00	.00 %	1259.07	.00	.00	.00	.00	.00
2012	1494.21	.00	51.87	.00	51.87	3.47 %	1442.34	34.77	.00	.00	.00	86.64
2013	1917.28	.00	.00	.00	.00	.00 %	1917.28	.00	.00	.00	.00	.00
2014	1934.13	.00	.00	.00	.00	.00 %	1934.13	.00	.00	.00	.00	.00
2015	3176.56	.00	.00	.00	.00	.00 %	3176.56	.00	.00	.00	.00	.00
2016	3191.21	.00	.00	.00	.00	.00 %	3191.21	.00	.00	.00	.00	.00
2017	3414.74	.00	.00	.00	.00	.00 %	3414.74	.00	.00	.00	.00	.00
2018	3725.49	.00	.00	.00	.00	.00 %	3725.49	.00	.00	.00	.00	.00
2019	3779.87	.00	.00	.00	.00	.00 %	3779.87	.00	.00	.00	.00	.00
2020	7263.73	.00	2788.12	.00		38.38 %	4475.61	1102.30	.00	.00	.00	3890.42
2021	19507.22	2423.47-	10651.07	2423.47	8227.60		8856.15	2732.31	177.89-		.00	10782.02
2021						10.10 %		2,32,31				20,02.02
TOTL	53570.42	2423.47-	13491.06	2423.47	11067.59	21 64 9	40079.36	3869.38	177.89-	.00	.00	14759.08
o	55570.42	2.20.47	10101100	2.20.4/	11007.00	21.01 0	100/5.50	5555.56	1//.05	.00		24700.00
9 2022	2979797.18	35429 29-	2946616.75	25637.84	2920978.91	99 21 %	23388.98	7829.04	.00	.00	.00	2928807.95
0											.,,,	2,20001.,33

TOTL 3033367.60 37852.76- 2960107.81 28061.31 2932046.50 97.88 % 63468.34 11698.42 177.89- .00 .00 2943567.03

Travis County WCID Point Venture ANALYSIS OF TAXES COLLECTED FOR RECONCILIATION FY 2022 - 2023

TAX YEAR	Comment	2022		Consol	2021		C	Prior Years		C	TOTAL	
	General Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total	General (Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total
PERCENTAGE	\$ 0.3628		\$ 0.7000	\$0.3979	\$ 0.3430	\$ 0.7409	78102990	\$ -	\$ -		9000000	1511.000
COLLECTIONS:												
OCT TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	333.90	287.83	621.73	346.25	205.44	551.69	680.15	493.27	1,173.42
PENALTY	0.00	0.00	0.00	49.61	42.77	92.38	114.26	67.80	182.06	163.87	110.57	274.44
NOV .				-								
TAX ADJUSTMENTS BASE TAX REV	(5,950.14) 0.00	(5,530.28)	(11,480.42)	(325.75)	(280.80)	(606.55) (606.55)	0.00	0.00	0.00	(6275.89) (325.75)	(5,811.08) (280.80)	(12,086.97 (606.55
TAXES	17,781.55	16,526.85	34,308.40	(325.75)	266.60	575.87	0.00	0.00	0.00	18,090.82	16,793.45	34,884.27
PENALTY	0.00	0.00	0.00	68.04	58.65	126.69	0.00	0.00	0.00	68.04	58.65	126.69
EC .												
TAX ADJUSTMENTS	799.30	742.89	1,542.19	0.00	0.00	0.00	0.00	0.00	0.00	799.30	742.89	1,542.19
BASE TAX REV TAXES	0.00 814,750.68	0.00 757,260.01	1,572,010.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00 814.750.68	0.00 757,260.01	0,00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AN												
TAX ADJUSTMENTS	(1,138.59)	(1,058.24)	(2,196.83)	(47.74)	(41.16)	(88.90)	0.00	0.00	0.00	(1.186.33)	(1,099.40)	(2,285.73
BASE TAX REV	(985.64)	(916.10)	(1,901.74)	(47.74)	(41.16)	(88.90)	0.00	0.00	0.00	(1,033.38)	(957.26)	(1,990.64
TAXES PENALTY	588,121.51 0.00	546,622.31	1,134,743.82	471.45 112.42	406.40 96.91	877.85 209.33	0.00	0.00	0.00	588,592.96 112.42	547,028.71 96.91	1,135,621.67 209.33
	0.00	0.00	0.00		53:53	207.00	0.00	0.00	1500		,,,,,	207.00
EB TAX ADJUSTMENTS	(3,660.52)	(3,402.22)	(7,062.74)	(868.52)	(748.69)	(1,617.21)	0.00	0.00	0.00	(4,529.04)	(4,150.91)	(8,679.95
BASE TAX REV	(3,334.00)	(3,098.74)	(6,432.74)	(868.52)	(748.69)	(1,617.21)	0.00	0.00	0.00	(4202.52)	(3,847.43)	(8,049.95
TAXES	70,664.85	65,678.58	136,343.43	2,508.76	2,162.62	4,671.38	0.00	0.00	0.00	73,173.61	67,841.20	141,014.81
PENALTY	1,329.01	1,235.24	2,564.25	531.66	458.30	989.96	0.00	0.00	0.00	1,860.67	1,693.54	3,554.21
MAR		The residence of				100000000		manasan		174500000000	v 10000000000	00000000
TAX ADJUSTMENTS BASE TAX REV	(3,638.01)	(3,381.31)	(7,019.32)	(59.51) (59.51)	(51.30) (51.30)	(110.81)	0.00	0.00	0.00	(3,697.52)	(3,432.61)	(7,130.13 (6,505.84
TAXES	10,161.67	9,444.64	19,606.31	57.38	49.46	106.84	0.00	0.00	0.00	10,219.05	9,494.10	19,713.15
PENALTY	657.22	610.85	1,268.07	14.91	12.86	27.77	0.00	0.00	0.00	672.13	623.71	1,295.84
PR												
TAX ADJUSTMENTS	566.72	526.74	1,093.46	0.00	0.00	0.00	0.00	0.00	0.00	566.72	526.74	1,093.46
BASE TAX REV TAXES	(312.37) 5,156.42	(290.33) 4,792.58	(602.70) 9,949.00	0.00 154.46	0.00 133.15	0.00 287.61	0.00	0.00	0.00	(312.37) 5,310.88	(290.33) 4,925.73	(602.70 10,236.61
PENALTY	153.71	142.87	296.58	41.70	35.95	77.65	0.00	0.00	0.00	195.41	178.82	374.23
MAY				ž.								
TAX ADJUSTMENTS	(3.856.46)	(3.584.34)	(7.440.80)	0.00	0.00	0.00	0.00	0.00	0.00	(3.856.46)	(3.584.34)	(7.440.80
BASE TAX REV	(3,856.46)	(3,584.34)	(7,440.80)	0.00	0.00	0.00	0.00	0.00	0.00	(3,856.46)	(3,584.34)	(7,440.80
TAXES PENALTY	9,757.92 847.97	9,069.38 788.14	18,827.30 1,636.11	0.00	0.00	0.00	15.96 10.60	10.07	26.03 17.29	9,773.88 858.57	9,079.45 794.83	18,853.33 1,653.40
	20000	1,4,555.01	3,550,000	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Value 0	(80,5,6)		(1102000)		II ROOTA		35550.00
TUN TAX ADJUSTMENTS	(1,484.80)	(1,380.03)	(2.864.83)	0.00	0.00	0.00	0.00	0.00	0.00	(1.484.80)	(1,380.03)	(2.864.83
BASE TAX REV	(1,484.80)	(1,380.03)	(2,864.83)	0.00	0.00	0.00	0.00	0.00	0.00	(1,484.80)	(1,380.03)	(2,864.83
TAXES	5,631.98	5,234.58	10,866.56	1,197.96	1,032.68	2,230.64	1,196.01	709.63	1,905.64	8,025.95	6,976.89	15,002.84
PENALTY	690.93	642.17	1,333.10	347.41	299.48	646.89	490.36	290.95	781.31	1,528.70	1,232.60	2,761.30
TAN AS THE THE PE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAX ADJUSTMENTS BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	3,693.08	3,432.49	7,125.57	686.97	592.18	1,279.15	207.61	123.18	330.79	4,587.66	4,147.85	8,735.51
PENALTY	198.75	184.72	383.47	206.09	177.66	383.75	87.19	51.74	138.93	492.03	414.12	906.15
AUG												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV TAXE5	0.00 1,469.69	0.00 1,365.98	0.00 2,835.67	0.00	0.00	0.00	0.00 15.84	0.00	0.00 25.84	0.00 1,485.53	0.00 1,375.98	0.00 2,861.51
PENALTY	180.08	167.38	347.46	0.00	0.00	0.00	10.72	6.76	17.48	190.80	174.14	364.94
5EP												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			-				•					
TOTAL												
BASE TAX REV	(13,287.72)	(12,350.12)	(25,637.84)	(1,301.52)	(1,121.95)	(2,423.47)	0.00	0.00	0.00	(14,589.24)	(13,472.07)	(28,061.31
AXES	1,527,189.35	1,419,427.40	2,946,616.75	5,720.15		10,651.07	1,781.67	1,058.32	2,839.99		1,425,416.64	2,960,107.81
ENALTY	4,057.67	3,771.37	7,829.04	1,371.84	1,182.58	2,554.42	713.13	423.94	1,137.07	6,142.64	5,377.89	11,520.53
OTAL DISTRIBUTION	1,517,959.30	1,410,848.65	2,928,807.95	5,790.47	4,991.55	10,782.02	2,494.80	1,482.26	3,977.06	1,526244.57	1,417,322.46	2,943,567.03
				4					3			
BEGINNNING												
AXES RECEIVABLE		1.435.410.87	2.979.797.18	800000000000000000000000000000000000000		19.507.22	18.631.37	15.431.83				3.033.367.60
TAX ADJUSTMENTS BASE TAX REV	(18,362.50) 13,287.72	(17,066.79) 12,350.12	(35,429.29) 25,637.84	(1,301.52) 1,301.52		(2,423.47)	0.00	0.00	0.00	(19,664.02) 14,589.24	(18,188.74) 13,472.07	(37,852.76 28,061.31
				(5,720.15)		(10,651.07)	25 THE THE R. P. LEWIS CO., LANSING, MICH. 49 P. LEWIS CO., LANSING, MICH. 40 P. LEWIS CO., LA		(2,839.99)			(2,960,107.81
ESS COLLECTIONS	(1,527,189.35)	(1,419,427.40)	(2,940,010.73)									
ESS COLLECTIONS	(1,527,189.35)	(1,419,427.40)	(2,940,010.73)	(0,720.20)								
	12,122.18	11,266.80	23,388.98	4,756.19	4,099.96		16,849.70	14,373.51	31 222 21	33728.07	29,740.27	63,468.34

Financial Statements

Travis County WCID Point Venture

Accountant's Compilation Report

August 31, 2023

The District is responsible for the accompanying financial statements of the governmental activities of Travis County WCID Point Venture, as of and for the eleven months ended August 31, 2023, which collectively comprise the District's basic financial statements – governmental funds in accordance with the accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The District has omitted the management's discussion and analysis, the Statement of Net Assets, and Statement of Activities that the Governmental Accounting Standards Board required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context.

In addition, the District has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and components required by GASB 34 were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require that budgetary comparison information be presented to supplement the basic financial statements. Such information is presented for purposes of additional analysis and, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information is the responsibility of management. The required supplementary information was subject to our compilation engagement. We have not audited or reviewed the required supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Supplementary Information

The supplementary information contained in the schedules described in the Supplementary Information Index is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

We are not independent with respect to Travis County WCID Point Venture.

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

Both Dotlet P.

October 18, 2023 Round Rock, TX

Travis County WCID Point Venture Governmental Funds Balance Sheet August 31, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total
Assets				
Cash and Cash Equivalents				
Cash	\$ 313,567.52	\$ -	\$ -	\$ 313,567.52
Cash Equivalents	2,028,489.11	810,438.50	13,333,612.81	16,172,540.42
Receivables				
Property Taxes	33,728.05	29,740.29	-	63,468.34
Service accounts, net of allowance				
for doubtful accounts of \$162.17	104,174.57	-	-	104,174.57
Interfund	57,207.36	-	-	57,207.36
Accrued Service Revenue	26,394.63	-	-	26,394.63
Other	30,898.77			30,898.77
Total Assets	\$ 2,594,460.01	\$ 840,178.79	\$ 13,333,612.81	\$16,768,251.61
Liabilities				
Accounts Payable	\$ 136,897.96	\$ -	\$ -	\$ 136,897.96
Unclaimed Property	1,814.81	-	-	1,814.81
Customer Deposits	109,891.98	-	-	109,891.98
Due to TCEQ	3,347.60	-	-	3,347.60
Interfund		32,729.86	24,477.50	57,207.36
Total Liabilities	251,952.35	32,729.86	24,477.50	309,159.71
Deferred Inflows of Resources				
Deferred Revenue - Property Taxes	33,728.05	29,740.29	-	63,468.34
Total Deferred Inflows of Resources	33,728.05	29,740.29		63,468.34
	<u> </u>			
Fund Balance				
Fund Balances:				
Restricted for				
Debt Service	-	777,708.64	-	777,708.64
Capital Projects	-	-	13,309,135.31	13,309,135.31
Unassigned	2,308,779.61			2,308,779.61
Total Fund Balances	2,308,779.61	777,708.64	13,309,135.31	16,395,623.56
Total Liabilities, Deferred Inflows of				
Resources and Fund Balances	\$ 2,594,460.01	\$ 840,178.79	\$ 13,333,612.81	\$16,768,251.61

Travis County WCID Point Venture Statement of Revenues, Expenditures & Changes in Fund Balance-Governmental Funds October 1, 2022 - August 31, 2023

	•			
		Governmental Fund	s	
	General Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total
Revenues:	± 4 506 044 57	± 4 447 222 46		± 2.042.567.02
Property Taxes and Penalties	\$ 1,526,244.57	\$ 1,417,322.46	\$ -	\$ 2,943,567.03
Service Accounts	E39 300 39			E20 200 20
Water Revenue Sewer Revenue	538,309.38	-	-	538,309.38
Service Account Penalty	339,855.44 11,164.16	-	_	339,855.44
Grinder Pump Repair & Maintenance	135.06	-	_	11,164.16 135.06
Tap/Connection Fees	136,800.00	_	_	136,800.00
Interest	89,099.87	64,683.55	538,401.16	692,184.58
Other	33,457.84	-	128,234.37	161,692.21
Total Revenues	2,675,066.32	1,482,006.01	666,635.53	4,823,707.86
Expenditures:	2,073,000.32	1,402,000.01	000,033.33	4,023,707.00
Current-				
District Facilities				
Water Purchases	33,052.42	-	-	33,052.42
Utilities	50,127.20	-	-	50,127.20
Telephone	8,948.40	-	-	8,948.40
Water Maintenance	394,373.20	-	-	394,373.20
Water Tap	61,527.72			61,527.72
Sewer Maintenance	450,531.79	-	-	450,531.79
Sludge Hauling	49,836.43	-	-	49,836.43
Lease Tanks	8,400.00	-	-	8,400.00
General Maintenance	66,815.14	-	-	66,815.14
Operations/Management Fees	502,254.58	-	-	502,254.58
Administrative Services	12 240 57			12 240 57
Office	13,349.57	-	-	13,349.57
Permit and Fees	1,250.00	- 5 760 50	-	1,250.00
Tax Appraisal/Collection Fees Insurance	6,199.98 15,197.26	5,762.52	_	11,962.50 15,197.26
Bank Charges	4,548.71	_	_	4,548.71
Miscellaneous	2,196.19	_	_	2,196.19
Professional Fees	2,190.19			2,190.19
Legal Fees	36,540.98	_	_	36,540.98
Accounting Fees	42,750.00	-	_	42,750.00
Engineering Fees	54,765.80	-	-	54,765.80
Audit Fees	15,000.00	-	-	15,000.00
Debt Service -				
Principal	19,233.48	765,000.00	-	784,233.48
Interest Expense	493.13	473,531.26	-	474,024.39
Arbitrage Rebate Consultant	-	4,000.00	-	4,000.00
Paying Agent Fees	-	800.00	-	800.00
Capital Outlay	82,669.51		216,341.25	299,010.76
Total Expenditures	1,920,061.49	1,249,093.78	216,341.25	3,385,496.52
Excess/(Deficiency) of Revenues				
over Expenditures	755,004.83	232,912.23	450,294.28	1,438,211.34
Fund Balance, October 1, 2022	1,553,774.78	544,796.41	12,858,841.03	14,957,412.22
Fund Balance, August 31, 2023	\$ 2,308,779.61	\$ 777,708.64	\$ 13,309,135.31	\$16,395,623.56

Supplementary Information Index

General Fund

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

Debt Service Fund

-- Debt Service Schedule

General Fund

Travis County WCID Point Venture Budgetary Comparison Schedule - General Fund August 31, 2023

CURRENT MONTH

YEAR TO DATE

	Actual	Budget	Difference	Actual	Budget	Difference
_	Actual	Budget	Difference	Actual	Budget	Difference
Revenues:	4 1676 22		+ 1676.22	A 1 506 044 57	± 1.475.272.00	± 50071 57
Property Taxes, including penalties	\$ 1,676.33	\$ -	\$ 1,676.33	\$ 1,526,244.57	\$ 1,475,273.00	\$ 50,971.57
Service Accounts	70.650.67	F2 000 00	26.650.67	F20 200 20	460,000,00	60 200 20
Water Revenue	78,658.67	52,000.00	26,658.67	538,309.38	469,000.00	69,309.38
Sewer Revenue	33,237.60	29,000.00	4,237.60	339,855.44	319,000.00	20,855.44
Service Account Penalty	780.00	500.00	280.00	11,164.16	5,500.00	5,664.16
Grinder Pump Repair & Maintenance	-			135.06	-	135.06
Tap/Connection Fees	-	7,300.00	(7,300.00)	136,800.00	80,300.00	56,500.00
Interest Income	9,971.56	1,000.00	8,971.56	89,099.87	11,000.00	78,099.87
Other Income	2,811.53	3,215.00	(403.47)	33,457.84	35,365.00	(1,907.16)
Total Revenues	127,135.69	93,015.00	34,120.69	2,675,066.32	2,395,438.00	279,628.32
Expenditures:						
Current-						
District Facilities						
Water Purchases	4,361.01	4,756.00	394.99	33,052.42	42,897.00	9,844.58
Utilities	4,447.20	5,600.00	1,152.80	50,127.20	61,600.00	11,472.80
Telephone	818.48	800.00	(18.48)	8,948.40	8,800.00	(148.40)
Water Maintenance	23,310.98	25,891.67	2,580.69	394,373.20	284,808.37	(109,564.83)
Water Tap Installation	-	3,000.00	3,000.00	61,527.72	33,000.00	(28,527.72)
Sewer Maintenance	34,792.76	24,458.33	(10,334.43)	450,531.79	269,041.63	(181,490.16)
Sewer Tap Installation	-	4,300.00	4,300.00	-	47,300.00	47,300.00
Sludge Hauling	8,564.70	8,333.33	(231.37)	49,836.43	91,666.63	41,830.20
Lease Agreement	-	6,700.00	6,700.00	8,400.00	73,700.00	65,300.00
General Maintenance	18,317.98	-	(18,317.98)	66,815.14	9,500.00	(57,315.14)
Operations and Management Fees	47,441.45	47,557.00	115.55	502,254.58	518,972.00	16,717.42
Meter Debt Service	-	-	-	19,726.61	20,000.00	273.39
Administrative Services						
Office	1,671.29	1,000.00	(671.29)	13,349.57	11,000.00	(2,349.57)
Permit and Fees	-	-	-	1,250.00	1,250.00	-
Tax Appraisal/Collection Fees	-	-	-	6,199.98	5,700.00	(499.98)
Insurance	-	-	-	15,197.26	16,000.00	802.74
Bank Charges	451.79	350.00	(101.79)	4,548.71	3,850.00	(698.71)
Miscellaneous	377.70	750.00	372.30	2,196.19	8,250.00	6,053.81
Professional Fees						
Legal Fees	4,890.74	4,750.00	(140.74)	36,540.98	52,250.00	15,709.02
Accounting Fees	3,750.00	3,750.00	` -	42,750.00	42,000.00	(750.00)
Engineering Fees	3,361.25	6,000.00	2,638.75	54,765.80	66,000.00	11,234.20
Audit Fees	-	-	-	15,000.00	15,250.00	250.00
Capital Outlay				82,669.51		(82,669.51)
Total Expenditures	156,557.33	147,996.33	(8,561.00)	1,920,061.49	1,682,835.63	(237,225.86)
Excess/(Deficiency) of Revenues and Other Financing Sources over						
over Expenditures	\$ (29,421.64)	\$ (54,981.33)	\$ 25,559.69	\$ 755,004.83	\$ 712,602.37	\$ 42,402.46

Travis County WCID Point Venture Revenues and Expenditures - General Fund: Actual + Budgeted Fiscal Year October 2022 - September 2023

	FY 2023 Budget Adopted	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actua	Actual	Actual	Actual	Budget	Projected Total	Projected
Barrana	9/22/22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23		Variance
Revenues:	\$ 1,475,273	\$ 844	\$ 17,833	\$ 814,751	\$ 587,672	\$ 70,832	\$ 7,517	\$ 5,194	\$ 6,776	\$ 8,070	\$ 5,080	\$ 1,676	s -	\$ 1,526,245	\$ 50.972
Property Tax, including p & i	3 1,475,275	\$ 011	\$ 17,655	\$ 014,731	\$ 307,072	\$ 70,032	<i>\$</i> 7,317	y 3,194	\$ 0,770	\$ 0,070	\$ 3,000	\$ 1,070	4	\$ 1,320,243	\$ 50,972
Service Accounts	531,000	57,138	50,803	33,591	36,627	32,209	39,008	45,095	43,262	53,833	68,085	78,659	62,000	600,309	50.200
Water Revenue	-							-	-	-	-		-		69,309
Sewer Revenue	348,000 6,000	28,142 720	28,282 980	28,438 884	28,357 1,310	28,487	32,818 1,060	33,004 1,115	32,967 1,235	32,797 1,000	33,325 920	33,238 780	29,000 500	368,855 11,664	20,855
Service Account Penalty	8,000	720	980	884	1,310	1,160	-	1,115	1,235	1,000	920	780	-	135	5,664
Grinder Pump Maint & Repair	97.600	25.200		-	-				-		22.400	-			135
Tap/Connection Fees	87,600	25,200	28,800			7,200	7,200	28,800		7,200	32,400		7,300	144,100	56,500
Interest	12,000	3,994	4,651	4,990	5,532	7,723	10,636	10,511	10,743	10,029	10,320	9,972	1,000	90,100	78,100
Other Income	82,644	2,887	3,012	2,837	2,712	2,843	2,937	4,612	2,787	2,937	3,087	2,812	47,279	80,737	(1,907)
Total Revenues	2,542,517	118,924	134,361	885,490	662,345	150,453	101,175	128,331	97,770	115,865	153,215	127,136	147,079	2,822,145	279,628
Expenditures:															
Current -															
District Facilities															
Water Purchases	48,568	461	3,366	3,109	3,082	2,669	2,645	3,162	3,163	3,210	3,823	4,361	5,671	38,723	9,845
Utilities	67,200	5,029	5,407	5,007	4,670	4,732	4,814	4,028	3,739	3,744	4,509	4,447	5,600	55,727	11,473
Telephone	9,600	778	775	644	747	736	746	743	1,230	823	909	818	800	9,748	(148)
Water Maintenance	310,700	4,539	5,370	5,553	37,085	71,004	88,567	51,474	17,843	46,227	43,402	23,311	25,892	420,265	(109,565)
Water Tap Installation	36,000	-	-	33,759	-	1,321	-	-	-	23,574	2,875	-	3,000	64,528	(28,528)
Meter Fees	20,000	-	-	-	-	-	19,739	(13)	-	-	-	-	-	19,727	273
Wastewater Maintenance	293,500	25,698	33,473	9,856	28,908	99,794	67,095	33,126	21,071	49,178	47,540	34,793	24,458	474,990	(181,490)
WW Tap Installation	51,600	-	-	-	-	-	-	-	-	-	-	-	4,300	4,300	47,300
Sludge Hauling	100,000	9,073	6,333	-	-	687	6,316	9,529	1,513	5,585	2,237	8,565	8,333	58,170	41,830
Lease Agreement	80,400	2,100	2,100	2,100	2,100	-	-	-	-	-	-	-	6,700	15,100	65,300
General Maintenance	9,500	-	-	-	6,200	-	5,260	25,800	10,299	125	813	18,318	-	66,815	(57,315)
Operations and Management Fees	566,529	45,220	44,968	45,291	45,161	44,967	44,969	44,968	44,967	47,152	47,153	47,441	47,557	549,812	16,717
Administrative Services															
Office	12,000	563	2,331	574	454	863	714	5,744	666	239	(470)	1,671	1,000	14,350	(2,350)
Public Notice	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000	-
Permit and Fees	2,000	1,250	-	-	-	-	-	-	-	-	-	-	750	2,000	-
Tax Appraisal/Collector Fees	7,100	-	-	2,899	-	-	1,651	-	-	1,651	-	-	1,400	7,600	(500)
Insurance	16,000	15,079	260	-	(60)	-	-	-	-	(82)	-	-	-	15,197	803
Bank Charges	4,200	343	361	361	347	433	418	508	473	452	401	452	350	4,899	(699)
Director Training	500	-	-	-	-	-	-	-	-	-	-	-	500	500	-
Miscellaneous	9,000	125	125	368	125	125	150	125	125	425	125	378	750	2,946	6,054
Professional Fees															
Legal Fees	57,000	2,518	4,861	4,072	4,766	3,017	2,700	531	1,764	4,647	2,776	4,891	4,750	41,291	15,709
Accounting Fees	45,750	3,750	3,750	3,750	5,250	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	46,500	(750)
Engineering Fees	72,000	4,130	6,632	4,226	4,108	3,665	6,661	4,075	2,518	9,419	5,972	3,361	6,000	60,766	11,234
Audit Fees	15,250	-	-	-	15,000	-	-	-	-	-	-	-	-	15,000	250
Capital Outlay		42,541	625		9,988	9,988		14,540	1,016	2,781	1,191		-	82,670	(82,670)
Total Expenditures	1,839,397	163,198	120,737	121,568	167,929	247,750	256,195	202,090	114,137	202,898	167,003	156,557	156,561	2,076,623	(237,227)
Excess/(Deficiency) of Revenues over Expenditures	\$ 703,120	\$ (44,273)	\$ 13,625	\$ 763,921	\$ 494,416	\$ (97,296)	\$ (155,019)	\$ (73,759)	\$ (16,367)	\$ (87,032)	\$ (13,788)	\$ (29,422)	\$ (9,482)	\$ 745,522	\$ 42,401

Debt Service Fund

<u>Travis County WCID Point Venture</u> <u>Debt Service Schedule</u>

	Series 2016			Series 2		
Due Date	Paid Date	Principal	Interest	Principal	Interest	Total
2/15/2019	2/15/2019	_	102,313	-	-	102,313
8/15/2019	8/15/2019	275,000	102,313			377,313
FY 2019		275,000	204,625	-	-	479,625
2/15/2020	2/15/2020	-	99,563	-	-	99,563
8/15/2020 FY 2020	8/15/2020	285,000 285,000	99,563 199,125	-		384,563 484,125
2/15/2021	2/15/2021	203,000	96,713			96,713
8/15/2021	8/15/2021	295,000	96,713	280,000	201,144	872,856
FY 2021		295,000	193,425	280,000	201,144	969,569
2/15/2022	2/15/2022	-	93,763	-	154,603	248,366
8/15/2022	8/15/2022	310,000 310,000	93,763	425,000	154,603	983,366
FY 2022 2/15/2023	2/15/2023	310,000	187,525 90,663	425,000	309,206 146,103	1,231,731 236,766
8/15/2023	8/15/2023	320,000	90,663	445,000	146,103	1,001,766
FY 2023	-,,	320,000	181,325	445,000	292,206	1,238,531
2/15/2024		-	85,863	-	137,203	223,066
8/15/2024		335,000	85,863	460,000	137,203	1,018,066
FY 2024		335,000	171,725	460,000	274,406	1,241,131
2/15/2025 8/15/2025		350,000	80,838 80,838	480,000	128,003 128,003	208,841 1,038,841
FY 2025		350,000	161,675	480,000	256,006	1,247,681
2/15/2026		-	75,588	-	118,403	193,991
8/15/2026		360,000	75,588	505,000	118,403	1,058,991
FY 2026		360,000	151,175	505,000	236,806	1,252,981
2/15/2027			70,188	-	108,303	178,491
8/15/2027 FY 2027		375,000 375,000	70,188 140,375	525,000 525,000	108,303 216,606	1,078,491 1,256,981
2/15/2028		373,000	64,563	323,000	103,053	167,616
8/15/2028		395,000	64,563	545,000	103,053	1,107,616
FY 2028		395,000	129,125	545,000	206,106	1,275,231
2/15/2029		-	58,638	-	100,328	158,966
8/15/2029		410,000	58,638	570,000	100,328	1,138,966
FY 2029 2/15/2030		410,000	117,275	570,000	200,656 96,766	1,297,931 149,253
8/15/2030		425,000	52,488 52,488	595,000	96,766	1,169,253
FY 2030		425,000	104,975	595,000	193,531	1,318,506
2/15/2031			46,113		92,675	138,788
8/15/2031		445,000	46,113	620,000	92,675	1,203,788
FY 2031		445,000	92,225	620,000	185,350	1,342,575
2/15/2032		460,000	39,438	- 64E 000	88,025	127,463
8/15/2032 FY 2032		460,000 460,000	39,438 78,875	645,000 645,000	88,025 176,050	1,232,463 1,359,925
2/15/2033		-	32,538	-	82,784	115,322
8/15/2033		480,000	32,538	675,000	82,784	1,270,322
FY 2033		480,000	65,075	675,000	165,569	1,385,644
2/15/2034		-	25,038	-	77,300	102,338
8/15/2034 FY 2034		500,000 500,000	25,038 50,075	700,000 700,000	77,300 154,600	1,302,338 1,404,675
2/15/2035		300,000	17,225	700,000	70,300	87,525
8/15/2035		520,000	17,225	730,000	70,300	1,337,525
FY 2035		520,000	34,450	730,000	140,600	1,425,050
2/15/2036		-	8,775	-	63,000	71,775
8/15/2036		540,000	8,775	760,000	63,000	1,371,775
FY 2036 2/15/2037		540,000	17,550	760,000	126,000 55,400	1,443,550 55,400
8/15/2037		-	-	1,300,000	55,400	1,355,400
FY 2037				1,300,000	110,800	1,410,800
2/15/2038		-	-	-	42,400	42,400
8/15/2038				1,355,000	42,400	1,397,400
FY 2038				1,355,000	84,800	1,439,800
2/15/2039 8/15/2039			-	- 1,415,000	28,850 28,850	28,850 1,443,850
FY 2039			-	1,415,000 1,415,000	57,700	1,443,830
2/15/2040		-	-	-, .10,000	14,700	14,700
8/15/2040				1,470,000	14,700	1,484,700
FY 2040		-	-	1,470,000	29,400	1,499,400
Total -		¢ 7,000,000 Å	2 200 500	£ 14 E00 000 Å	2 617 544	ė 27 470 144
All Series		\$ 7,080,000	2,280,600	\$ 14,500,000 \$	3,617,544	\$ 27,478,144
Remaining Balance		5,595,000	1,314,575	7,810,000	2,532,288	17,251,863

Travis County WCID Point Venture Capital Projects Fund As of October 26, 2023

				LS				SR 2020	
Type	Date No	ım Name	Memo	Improvements	WWTP	EQ Basin	Misc	Bond Issue Costs	Total
Summary:									
Bond Proceeds									14,500,000.00
Bond Issue Costs				2	32	28	2	(790,684.74)	(790,684.74)
Accumulated Interest				3	82	28	560,988.12		560,988.12
Transfer approved on June 24, 2021				(10, 198.00)	(70,173.00)	27	2	(85,986.32)	(166,357.32)
Transfer approved on July 22, 2021				(12,600.00)	(20,995.50)	20	120	(201.25)	(33,796.75)
Transfer approved on August 26, 2021				(1,624.50)	(13,569.50)	(193, 114.78)	(96,152.81)	(1,696.25)	(306,157.84)
Transfer approved on September 23, 2021				(6,829.00)	(8,679.00)	5	(1,345.50)	(948.75)	(17,802.25)
Transfer approved on October 28, 2021				(4,716.50)	(18,237.75)	7.0	(3,495.25)	223	(26,449.50)
Transfer approved on November 18, 2021				(10,813.53)	(12,080.00)	51	(1,695.00)	(345.00)	(24,933.53)
Transfer approved on December 16, 2021				(4,399.78)	(20,345.00)	20	100	(345.00)	(25,089.78)
Transfer approved on January 27, 2022				(2, 152.75)	(51,076.50)	53	(246.25)	(661.25)	(54,136.75)
Transfer approved on February 24, 2022				(6,702.44)	(40,290.25)	E2	(320.00)	(287.50)	(47,600.19)
Transfer approved on March 24, 2022				(13,080.75)	(39,782.00)	+2	(1,848.75)	(230.00)	(54,941.50)
Transfer approved on April 28, 2022				(9,028.73)	(41,528.25)	93	(2,865.00)	(437.50)	(53,859.48)
Transfer approved on May 26, 2022				(2,408.50)	(37,092.75)	+3	(437.50)	(437.50)	(40,376.25)
Transfer approved on June 23, 2022				(1,073.00)	(50,604.00)	23	(3,986.25)	(1,665.00)	(57,328.25)
Transfer approved on July 28, 2022				STREET, A	(77,408.67)	23	(3,872.50)	(718.75)	(81,999.92)
Transfer approved on August 25, 2022				ä	(35,833.33)	28	(4,936.25)	(562.50)	(41,332.08)
Transfer approved on September 22, 2022				3	100000000000000000000000000000000000000	28	(2,930.00)	(500.00)	(3,430.00)
Transfer approved on October 27, 2022				3	(50,390.00)	29	(4,403.75)	(7,246.50)	(62,040.25)
Transfer approved on November 17, 2022				-	(24,026.25)	=-	(8,492.50)	(545.50)	(33,064.25)
Transfer approved on December 15, 2022				-	(18,235.50)	-	(8,905.75)	(500.00)	(27,641.25)
Transfer approved on January 26, 2023				-		5	(5,705.75)	(437.50)	(6,143.25)
Transfer approved on February 23, 2023				-	· ·	7/	(7,513.75)	(625.00)	(8,138.75)
Transfer approved on March 23, 2023					12	70	(24,173.00)	(500.00)	(24,673.00)
Transfer approved on April 27, 2023				5	(10,769.25)	-	(8,853.00)	(687.50)	(20,309.75)
Transfer approved on May 25, 2023				-	(46,503.75)	-	(211.25)	(598.50)	(47,313.50)
Transfer approved on June 22, 2023				5	M M _ M	-	(3,552.50)	(781.25)	(4,333.75)
Transfer approved on July 27, 2023				-	1-	-1	(18,090.00)	(500.00)	(18,590.00)
Transfer approved on August 24, 2023				-	-	*	(625.00)	(1,031.25)	(1,656.25)
Transfer approved on September 28, 2023				2	(21,783.75)	23	(2,693.75)		(24,477.50)
Account Balance as of October 26, 2023				(85,627.48)	(709,404.00)	(193,114.78)	343,637.06	(899,160.31)	12,956,330.49
Transfer to be approved on October 26, 2023				ĕ	(21,783.75)	28	(4,693.75)	- F	(26,477.50)
Projected Account Balance				(85,627.48)	(731,187.75)	(193,114.78)	338,943.31	(899,160.31)	12,929,852.99
Detail:									
Bill	09/30/2023 193189	Trihydro Corporation	WWTP Construction - September 2023		5,464.00				5,464.00
Bill	09/30/2023 193188	Trihydro Corporation	Water System Analysis - September 2023		5,404.00		3.640.00		3,640.00
Bill	09/30/2023 193187	Trihydro Corporation	W/WW Bond Program - September 2023				2,937.50		2,937.50
		980	120	0.00	21,783.75	0.00	4,693.75	0.00	26,477.50



memorandum

To: Travis County W.C.&I.D. Point Venture Board

From: David Vargas, P.E. – Trihydro

Date: October 26, 2023

Re: October Board Meeting – Engineer's Report

The intent of this memorandum is to provide the status of various projects and studies that Trihydro is currently working on for the District. Updates to this memorandum subsequent to submittal for the board packet will be provided at the board meeting.

I. Water System

A. Surface Water Treatment Plant

On October 6, 2023, Trihydro provided the District review comments on Wilson Company's quote for furnishing the new raw water hose. On October 10, 2023, Trihydro provided Inframark recommended pipe distributors to order flange kits for the new raw water hose. On October 16, 2023, Trihydro corresponded with the District on confirming Wilson Company's responses to both Trihydro's and the District's comments to the quote.

On October 10, 2023, Trihydro attended the Design/Operations Committee meeting.

B. Distribution and Storage

No current engineering issues to report.

II. Wastewater System

A. Wastewater Treatment Plant

On October 11, 2023, Trihydro provided the District a copy of the effluent concrete tank exterior coating construction submittal and specifications to pass along to another water district who had inquired about it.

B. Collection

No current engineering issues to report.



Travis County W.C.&I.D. Point Venture Board October 26, 2023 Page 2

III. Reclaimed Water System

A. Storage

No current engineering issues to report.

B. Irrigation

No current engineering issues to report.

IV. Other

A. WTP Generator Project

Project Budget: \$37,217.00 Percent Invoiced: 91.5% Contractor: T. Morales

Notice To Proceed: November 15, 2022

Substantial Completion: May 8, 2024 Final Completion: June 7, 2024

Project Status:

GenSet delivered at Holt-Cat San Antonio on September 27, 2023.

- T. Morales met on-site with crane operator on October 13, 2023 to develop GenSet installation plan.
- Crane and GenSet to arrive Thursday morning on October 26, 2023.
- ATS anticipated to be delivered at the end of this month.

B. FY 2024 General Engineering Services

Project Budget: \$75,000.00 Percent Invoiced: 0.00%

Commencement Date: October 1, 2023 Completion Date: September 30, 2024

 On October 12, 2023, Trihydro provided a list of additional System Integrators to the District for consideration.



BOND PROGRAM MONTHLY STATUS REPORT



October 2023

Project #: 00701-023-4000

SUBMITTED BY: Trihydro Corporation

5508 Highway 290 West, Suite 201, Austin, TX 78735

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.

Table of Contents

EXECUTIVE SUMMARY	1
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Attachments:

Attachment No. 1 - WCID Point Venture Bond Program Schedule

Attachment No. 2 - WCID Point Venture Bond Program Summary Budget

EXECUTIVE SUMMARY

PROGRAM OVERVIEW

The Bond Program currently has two active projects which are the 0.15 Million Gallons per Day (MGD) Wastewater Treatment Plant (WWTP) Construction Services and the Water System Analysis. A synopsis detailing each project's updates are in Sections 2.1 and 2.2.

Section 2.3 provides a list and details of each future bond project for consideration based on priority and preliminary costs explained in Section 1.2.

The intent of this report is to provide the status of bond projects and studies that Trihydro is currently working on for the District. Updates to this report subsequent to submittal for the board packet will be provided at the board meeting.

SCHEDULE SUMMARY

Attachment No. 1 depicts the overall bond program schedule for the two active projects and upcoming future projects.

PROGRAM ALLOCATION SUMMARY

Bond projects have been allocated by the bond program committee based on project priority and preliminary costs. A project ranking spreadsheet is included in Attachment No. 2. As budget and actual costs are refined, modifications to the project list will occur as it is intended to be a living document through the duration of the bond program.

CURRENT PROJECT STATUS

0.15 MGD WWTP CONSTRUCTION SERVICES

Budget: \$921,050.00

Percent Invoiced: 0.6%

Contractor: Associated Construction Partners (ACP)

Notice to Proceed: Monday, October 23, 2023

Substantial Completion: Friday, April 10, 2026 Final Completion: Sunday, May 10, 2026

Project Status:

Contract Agreement between ACP and the District signed and executed on September 28, 2023.

- Trihydro, on behalf of the District, issued the Statement of Qualifications (SOQ) Request to for providing Construction Materials Testing (CMT) services on October 9, 2023.
 - » Deadline for questions is Friday, October 27, 2023 at 5:00 PM.
 - » Deadline for SOQs is Friday, November 3, 2023 at 5:00 PM.
- Trihydro facilitated the pre-construction meeting on October 19, 2023 attended by the District, Inframark, ACP, and Alterman.
- ACP provided project schedule including construction submittal schedule, and list of subcontractors & suppliers, as of October 20, 2023. Currently awaiting Schedule of Values to be furnished from ACP.
- Trihydro issued Notice to Proceed to ACP with a start date of Mon., Oct. 23, 2023.
- Trihydro to distribute pre-construction meeting minutes during the week of October 23, 2023.

WATER SYSTEM ANALYSIS

Project Budget: \$153,490.00

Percent Invoiced: 80.7%

Project Status:

- On October 10, 2023, Trihydro attended the Design/Operations Committee meeting. Trihydro performed
 additional modeling efforts after the last committee meeting and provided results and recommendations
 during the meeting.
- On October 10, 2023, Trihydro provided a draft copy of the updated Fire Flow Standard Operating Procedures (SOP) to the District and Inframark for review.
- Trihydro continued filling out the TWDB DWSRF project information form online application.

FUTURE BOND PROJECTS

At the May 5, 2022 Special Board Meeting, Trihydro and the District discussed and evaluated the Bond Program project list and Summary Budget table. It was agreed to remove the Reclaimed Water System Improvements (Non-Golf Course Areas) and Existing Water Treatment Plant Improvements from the Bond Program project list. Trihydro and the District followed up with discussions on re-prioritizing the Bond projects. Attachment No. 2 depicts the updated Bond Program Summary Budget table including the updated project priorities.

WATER SYSTEM IMPROVEMENTS

The scope of these future bond projects are defined in the Water Master Plan, developed as part of the Water System Analysis project. The Water Master Plan provided recommendations for replacing the Augusta Standpipe and renovating the Augusta Pump Station to address immediate concerns and deficiencies in the water system. Additional projects to address aging infrastructure, fire flow availability, and operation issues included: rehabilitating the Augusta Elevated Storage Tank; installing a 6-inch waterline from Nicklaus Drive to Champions Circle; installing a PRV assembly; replacing 2-inch waterlines with 8-inch waterlines at Lakeland Circle and Lakehead Circle; and installing 6-inch waterlines along Valley Hill Drive and Valley Hill Lane to reallocate 35 LUEs to the

Lower Pressure Plane. Scope and funding will be dependent upon final project costs of the WWTP and Water System Improvements.

RECLAIMED WATER SYSTEM IMPROVEMENTS - GOLF COURSE AREAS

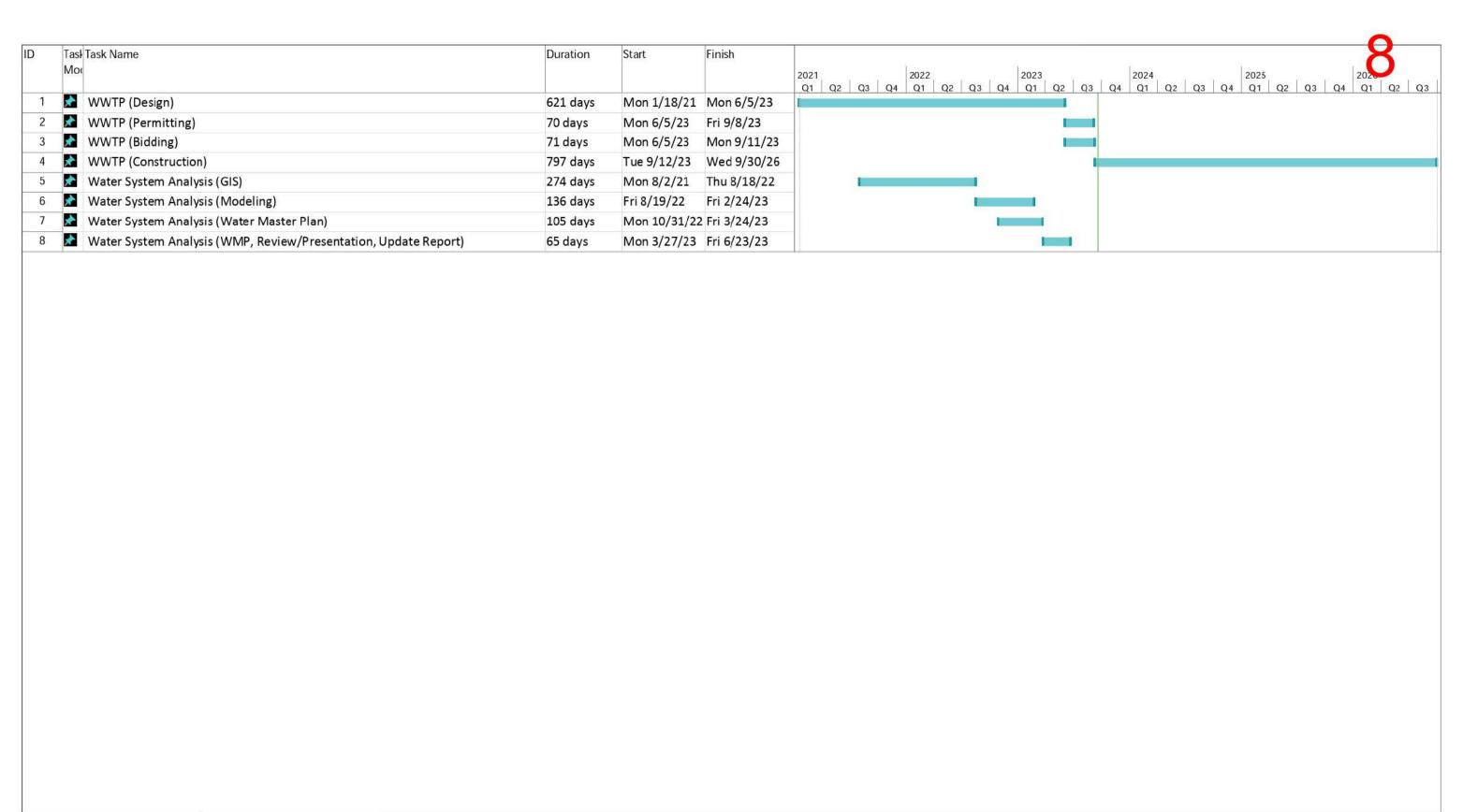
This future bond project, coinciding with the new WWTP, will consist of installing new drip irrigation system, irrigation pump station, rehabilitating existing spray irrigation, and installing new reclaimed water lines. Funding will be dependent upon final project costs of the WWTP and Water System Improvements.

DRAINAGE AND REGRADING IMPROVEMENTS

This future bond project will coincide with the Reclaimed Water System Improvements – Golf Course Areas project. The original scope was to re-grade areas within the golf course that are prone to ponding and install runoff collection systems. Design Committee has identified Holes #1, #7, and #9 as areas experiencing inadequate drainage. Funding will be dependent upon final project costs of the WWTP and Water System Improvements.



ATTACHMENT NO. 1 WCID POINT VENTURE BOND PROGRAM SCHEDULE



ATTACHMENT NO. 2 WCID POINT VENTURE BOND PROGRAM SUMMARY BUDGET

PROJECT NAME	DESCRIPTION	BOND	PRIORITY		BOND		BOND		BOND	E	BOND PROJECT		ACTUAL		ACTUAL	AC	TUAL PROJECT
		CATEGORY ¹		EN	IGINEERING FEES ²	C	CONTINGENCY COST ²	С	COST		TOTAL	ENG	SINEERING FEES	С	ONSTRUCTION		TOTAL
New 0.15 MGD WWTP	Furnish equipment, materials, labor, and incidentals to install and place in service a new 150,000 gpd WWTP.	WWTP	1	\$	673,600.00	\$	1,122,670.00	\$	5,613,345.00	\$	7,409,615.00	\$	709,444.00	\$	10,978,850.00	\$	11,688,294.00
New 0.15 MGD WWTP (Construction Phase)	Furnish construction administration, full/part-time RPR, and CMT solicitation services for the 0.15 MGD WWTP project. District will hire a CMT entity to perform concrete, soil density and masonry testing, and project management services.	WWTP	1	\$	-	\$	-	\$	-	\$		\$	971,050.00	\$	(4)	\$	971,050.00
Water System Analysis	Develop GIS Water System Map; Update Water Model; Furnish Preliminary Engineering Report to include recommendations on improvements and rehabilitation for existing Ground and Elevated Storage Tanks and Transfer Pump Station.	CVY	2	\$	-	\$	_	\$	-	\$	-	\$	153,532.00	\$:-	\$	153,532.00
	Rehabilitation includes: inspection, patching, re-coating, deficiency improvements, and transfer pump station upgrades. Possible replacement of GST to be evaluated.	CVY	3	\$	48,000.00	\$	80,000.00	\$	400,000.00	\$	528,000.00	\$	(-)	\$	-	\$	(*)
Elevated Storage Tank Rehabilitation	Rehabilitation includes: inspection, patching, re-coating, and deficiency improvements.	CVY	4	\$	25,600.00	\$	42,670.00	\$	213,350.00	\$	281,620.00	\$		\$		\$	9
Reclaimed Water System Improvements (Golf Course Area)	Improvements includes: install 19+ acres drip irrigation, upgrade irrigation systems, install effluent conveyance lines, erect effluent dosing ground storage tank, and install drip irrigation pump station.	RWS	5	\$	233,290.00	\$	388,820.00	\$	1,944,095.00	\$	2,566,205.00	\$		\$		\$	-
Drainage and Re-grading Improvements	Improvements includes: runoff collection and re-grading within Golf Course.	DR	6	\$	22,800.00	\$	38,000.00	\$	190,000.00	\$	250,800.00	\$	·-	\$:-	\$, - ,
Lift Station Rehabilitation	Rehabilitate POA, Whispering Hollow, & Mariners Point Lift Stations consisting of pump replacement, piping reconfiguration, flood control, maintenance, odor control, manhole replacement & rehabilitation, and instrumentation.	CVY	-	\$	72,000.00	\$	120,000.00	\$	599,990.00	\$	791,990.00	\$	102,761.00	\$:=	\$	102,761.00
Existing Water Treatment Plant Improvements	Improvements include: backwash system upgrades.	CVY	-	\$	41,460.00	\$	69,090.00	\$	345,460.00	\$	456,010.00	\$	/ ■ 1	\$	/ - 1	\$	
Utility Line Improvements	Improvements include: installing Waterline 'E'.	CVY	,=:	\$	75,000.00	\$	125,000.00	\$	625,000.00	\$	825,000.00	\$	5. - 1	\$	(-)	\$	
Inflow and Infiltration (I&I) Study	Perform engineering study on determing I&I causes and solutions.	cvy	-	\$	40,010.00	\$	-	\$	-	\$	40,010.00	\$	0 - 0	\$	-	\$	~
		PROJEC	T TOTAL	\$	1,231,760.00	\$	1,986,250.00	\$	9,931,240.00	\$	13,149,250.00	\$	1,936,787.00	\$	10,978,850.00	\$	12,915,637.00
	INCIDENTAL EXPENSE (NON-CON	STRUCTION) TOTAL ³							\$	1,350,750.00					\$	1,350,750.00
	ВОМ	ID ISSUANC	E TOTAL							\$	14,500,000.00					\$	14,266,387.00

Notes:
¹Category Abbreviations

CVY - Conveyance Improvements DR - Drainage Improvements

RWS - Reclaimed Water System Improvements WWTP - Wastewater Treatment Plant Improvements

²Bond Engineering Fees and Bond Contingency Cost are 12% and 20% of Bond Construction Cost, respectively.

³Breakdown of Incidental Expense (Non-Construction) costs is provided below. Costs are obtained from the Oct. 19, 2020 TCEQ Order approving the bond issuance.

П.		N-CONSTRUCTION COSTS	
	A.	Legal Fees (2.00%)	290,000
	B.	Fiscal Agent Fees (2.00%)	290,000
	C.	Bond Discount (0.86%)	124,511
	D.	Bond Issuance Expenses	72,500
	E.	Bond Application Report	217,500
	F.	Attorney General Fee (0.10%)	9,500
	G.	TCEQ Fee (0.25%)	36,250
	H.	Contingency	310,489
otal N	on-C	onstruction Costs	1,350,750

Travis Co. W.C.I.D. - Point Venture

270 Venture Blvd. Leander, TX. 78641

Board of Directors Meeting-January 10, 1990

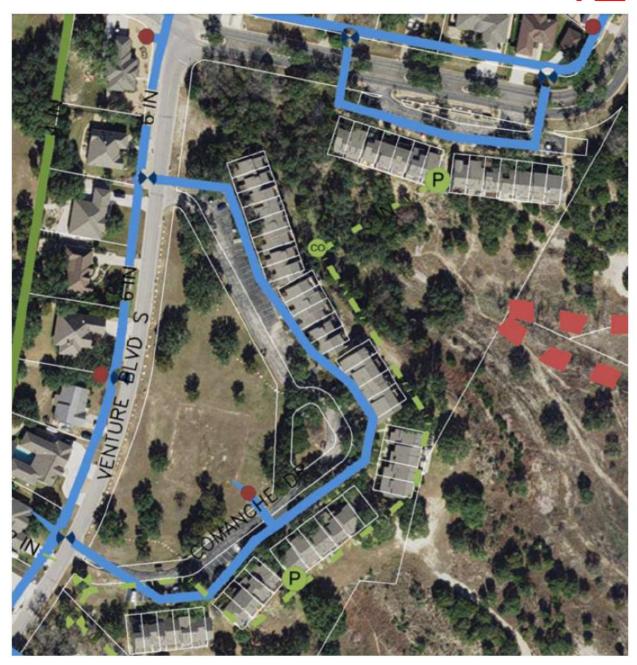
Members Present-Nolan Wade, Bill Wentz, Bill Breunig, Velton Crawford Others Present: Dick Kingsbury, Cecil Laws

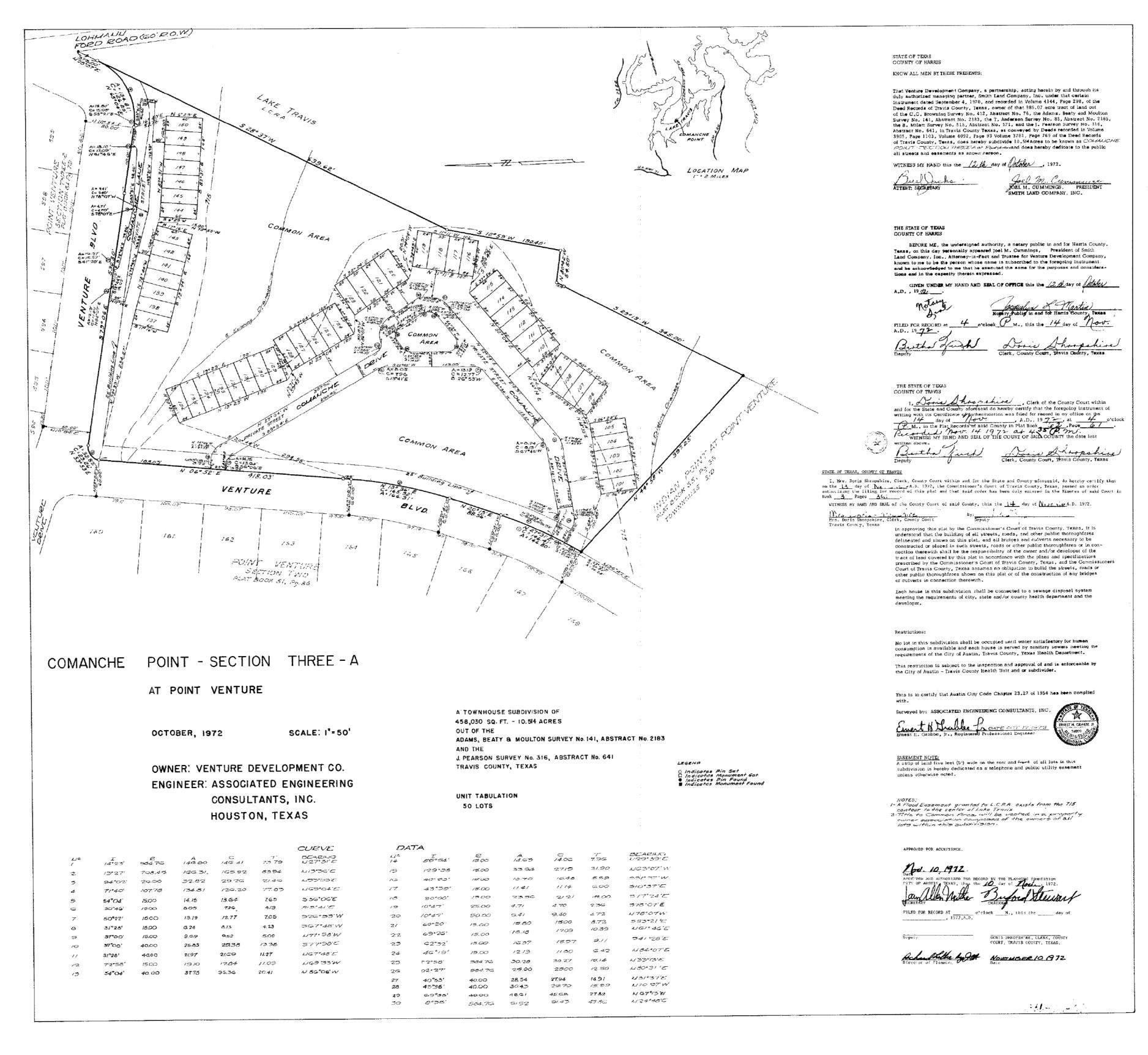
- 1. Motion by Crawford, second by Breunig that minutes of last meeting be approved with the following corrections: the year end bonus to the three employees is \$150 instead of \$100 and the new water rates will start on January 1, 1990. Motion passed.
- 2. Motion by Breunig, second by Crawford: This motion supercedes any previous commitment by the District for sewer line maintenance. Townhouses 1 through 40 will fall under the same rule as all other property. The District will be responsible for maintenance and repair of sewer lines at the point of collection into its system, that is at the main sewer line in the utility easement for all property owners and the first 40 townhouses with the exception of townhouses on sewer grinder pumps. The District will be responsible for the pump stations, its equipment, and disharge line only. Motion passed.
- 3. Plant Manager's Report-During the bad December weather and freeze, 4 water meters and 1 4" gate valves were destroyed. The builder constructing a new house on Peckham Drive was found to have illegally tapped into the water line on that lot. Laws is to investigate the District's legal rights with the Texas Water Commission on this matter.
- 4. Operations Committe Report-none.
- 5. Administrative Committee Report-the District Status Report for 1989 prepared for the Texas Water Commission was reviewed and approved.
- 6. Finance Manager's Report-There are two money market accounts in operation for the Maintenance funds. One of these is paying higher interest and that one will have all the money market funds transferred into it.

Motion by Crawford, second by Wade that investment in C.D.'s should not be limited to financial institutions in the local area. Motion carried with one vote against the new policy.

The bond interest payment was made as scheduled with a wire transfer from Franklin Federal Bancorp to M Trust. The I&S account had \$16,000 advanced to it from the Bank Of The Hills account to make the bond payment. As more tax dollars are deposited at Bank Of The Hills, the appropriate pro-rata share will be made to the Maintenance Account.

7. Meeting adjourned at 9:10 PM.





Restrictions:

No lot in this subdivision shall be occupied until water satisfactory for human consumption is available and each house is served by sanitary sewers meeting the requirements of the City of Austin, Travis County, Texas Health Department.

This restriction is subject to the inspection and approval of and is enforceable by the City of Austin - Travis County Health Unit and or subdivider.

This is to certify that Austin City Code Chapter 23.27 of 1954 has been complied with.

Surveyed by: ASSOCIATED ENGINEERING CONSULTANTS, INC.

Cenent & Brables To DATE COTT 12.197

Ernest H. Grabbe, Jr., Registered Professional Engineer

EASEMENT NOTE:

A strip of land five feet (5') wide on the rear and front of all lots in this subdivision is hereby dedicated as a telephone and public utility easement unless otherwise noted.

NOTES:

- 1- A Flood Easement granted to L.C.R.A. exists from the 715 contour to the center of Lake Travis.
- 2. Title to Common Area will be vested in a property owner association composed of the owners of all lots within this subdivision.

LEGEND **FACILITIES** WATER TREATMENT PLANT ★ WASTEWATER TREATMENT PLANT RAW WATER INTAKE EFFLUENT STORAGE TANK III LIFT STATION PRESSURE SEWER VALVES CHECK VALVE ARV DIVISION VALVE BOX MANHOLE WITH VALVE GATE VALVE PRESSURE SEWER REDUCER PRESSURE SEWER CLEANOUT PRESSURE SEWER PUMP FORCE MAIN VALVES ARV GATE FORCE MAIN CLEANOUT WW_Gravity_FlowArrow MANHOLE GRAVITY LINES 4in GRAVITY LINE — 6in GRAVITY LINE 8in GRAVITY LINE PRESSURE SEWER LINES 2in PRESSURE SEWER — 3in PRESSURE SEWER 4in PRESSURE SEWER 4in FORCE MAIN 4in FORCE MAIN 6in FORCE MAIN 8in FORCE MAIN WATER STORAGE TANK FIRE HYDRANT GATE VALVE REDUCER WATER LINES 2in WATER LINE 4in WATER LINE 6in WATER LINE 8in WATER LINE RAW WATER LINES — 6in RAW WATER 8in RAW WATER LAKELAND DR WATER/WASTEWATER SYSTEM

RAW WATER INTAKE

OVERALL MAP



SEPTIC TANK CLEANING SEWER & DRAIN CLEANING SERVICE

David: 512-720-8350 dwslupe@gmail.com

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P.O. Box 366 Pflugerville, Tx. 78691

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24 HOUR SERVICE - 7 DAYS A WEEK

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SEWER & DRAIN CLEANING SERVICE

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TO OUR CUSTOMERS: Service men are required to have work slips signed. This is done in order to protect you, the workmen and ourselves, and to enable us to give you absolute satisfactory service. You are respectfully requested to examine material and labor statements before workmen leave the house, and if you find everything satisfactory, okay this ticket. If service is unsatisfactory in any way, please phone our office immediately.

I find the time and material charged above satisfactory and agree to pay for same on presentation of statement, and further agree to pay reasonable charges for collection, including attorneys fees in event of my default.

A service charge of 1.5% per month will be made on all balances 30 days or older past due under our terms of sale ~ minimum charge, \$2.00.

Signed:

24 HOUR SERVICE - 7 DAYS A WEEK



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AMOUNT

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We wish to thank you for your valued patronage and trust we may have the pleasure of serving you in the future should the need arise.
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24 HOUR SERVICE - 7 DAYS A WEEK



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AMOUNT

P.O. Box 366 Pflugerville, Tx. 78691

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We wish to thank you for your valued patronage and trust we may have the pleasure of serving you in the
future should the need arise.
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TO OUR CUSTOMERS: Service men are required to have work slips signed. This is done in order to protect you, the workmen and ourselves, and to enable us to give you absolute satisfactory service. You are respectfully requested to examine material and labor statements before workmen leave the house, and if you find everything satisfactory, okay this ticket. If service is unsatisfactory in any way,

I find the time and material charged above satisfactory and agree to pay for same on presentation of statement, and further agree to pay reasonable charges for collection, including attorneys fees in event

A service charge of 1.5% per month will be made on all balances 30 days or older past due under our terms of sale - minimum charge,

please phone our office immediately.

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\$2.00. Signed

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	INF	RAN	IARK Work C)rder	1	h
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Material / Inventory ID	Vendor / Description	n		PO# / P-Card	Qty	Price
Labor / Equipment ID	Job Class		Date	Units	OT?	Price
703196 - Christian	<u>500 01033</u>		9/4/2023	1.00	Υ Υ	\$145.97
Dickerson				7003 A. (1000) (2.40)		36. F.
703059 - Benjamin Halley			9/4/2023	6.75	Y	\$687.68
703059 - Benjamin Halley			9/5/2023	5.50	N	\$373.56
703059 - Benjamin Halley			9/6/2023	5.25	N	\$356.58
703059 - Benjamin Halley			9/7/2023	1.25	N	\$84.90
TX119095 - Maintenance Truck	MTRK		9/4/2023	1.00	N	\$37.79
TX118220 - Utility Truck	UTLTRK		9/4/2023	6.75	N	\$211.34
TX118220 - Utility Truck	UTLTRK		9/5/2023	5.50	N	\$172.21
TX118220 - Utility Truck	UTLTRK		9/6/2023	5.25	N	\$164.38
TX118220 - Utility Truck	UTLTRK	,	9/7/2023	1.25	N	\$39.14
Milestone: Audit	Invoice#:		Date Invoiced:		Total Price:	\$2,273.54
Mgr Rev Req: No	Bid Price:	\$0.00	Manager Name:		Billing Notificat	ion: No
home out a was. not o with a cle found	stigated grinder pump not p es share the grinder. Did no and suck out the grinder are On Tuesday we found the burs. I called slupe to pump Jesse and Dodie and the bo an out again per board pres d. I made a work order and e need to be back charged t	ot have a to re map o them oard p sident called	a map with the line at the map with the line were the line were out again so the greesident and made request and where emergency locate	es at the time of in night and was goin at but figured out th inder wouldn't be o sure that the line was the line entered the	vestigation. Called g to figure out whe at the line was the verflowing. On We was not the district he district. No clear	I slupe to come ere the district line town homes and ednesday I met is line. I looked for nouts were

Completion Status: Investigated sewer system problem

INFRAMARK Work Order

District: PVWCID WO#: 3339892 Dept: 5527 WO Type: MS Resp: CD

Asset ID/Description:

Activity Code/Description: MSGENREP/Relocate, Repair, Replace or Recondition Sewer System Asset

Address/Location: **PVWCID District Area** Sched: 9/7/2023

Additional Address/Location or Task Details: INSTALL SWEEPS BEHIND 225 COMMANCHE DR. & 117 VENTURE BLVD S.

UCC Start:

UCC End:

Req By: J CECALA Assigned To: Accounts Receivable 40500 GL Code:

Utility Staking #: OLD Meter ID: Read: MIU: Special Class:

MIU: Gallons Flushed: NEW Meter ID: Read:

L-B-S: Date Complete: 9/8/2023 Attachments: 9 Backcharge To:

Date Complete: 9/8/2	023 Attachments: 9	Backcharge 10).	L-B-5:	
Material / Inventory ID	Vendor / Description		PO# / P-Card	Qty	<u>Price</u>
PCard	The Home Depot			1.00	\$120.20
PCard	Texas Irrigation Supply			1.00	\$313.10
MS72	MISC. Photos			5.00	\$7.76
PCard	Hydraulic Hose			1.00	\$113.57
PCard	Sun Hardware			1.00	\$57.39
Labor / Equipment ID	Job Class	Date	Units	OT?	Price
604366 - Adrian Perez		9/7/2023	4.50	N	\$362.86
603798 - Rosalio Aleman Garcia		9/7/2023	4.50	N	\$362.86
603798 - Rosalio Aleman Garcia		9/7/2023	1.50	Y	\$181.43
604366 - Adrian Perez		9/7/2023	1.50	Y	\$181.43
603799 - Jose Navarro		9/7/2023	2.00	Y	\$311.84
603798 - Rosalio Aleman Garcia		9/7/2023	3.50	N	\$282.23
604366 - Adrian Perez		9/7/2023	3.50	N	\$282.23
603799 - Jose Navarro		9/7/2023	3.50	N	\$363.81
603798 - Rosalio Aleman Garcia		9/8/2023	6.50	N	\$524.13
604366 - Adrian Perez		9/8/2023	6.50	N	\$524.13
603799 - Jose Navarro		9/8/2023	6.50	N	\$675.64
TX120172 - Maintenance Truck	MTRK	9/7/2023	4.50	N	\$170.06
TX118083 - Utility Truck	UTLTRK	9/7/2023	4.50	N	\$140.90
TX311240 - Backhoe	ВН	9/7/2023	4.00	N	\$220.00
TX118083 - Utility Truck	UTLTRK	9/7/2023	1.50	N	\$46.97
TX120172 - Maintenance Truck	MTRK	9/7/2023	1.50	N	\$56.69
TX119213 - Maintenance Truck	MTRK	9/7/2023	2.00	N	\$75.58
TX118083 - Utility Truck	UTLTRK	9/7/2023	3.50	N	\$109.59
TX120172 - Maintenance Truck	MTRK	9/7/2023	3.50	N	\$132.27
TX119213 - Maintenance Truck	MTRK	9/7/2023	3.50	N	\$132.27
TX118083 - Utility Truck	UTLTRK	9/8/2023	6.50	N	\$203.52

Mgr Rev Req: No	7/23 Excavated to expose main	0 Manager Nam		The second of Second and Subsection 201	trade in instant
Milestone: Audit Mar Rev Rea: No	Invoice#: Bid Price: \$0.0	Date Invoiced		Total Price: Billing Notification	\$7,025.19 on: No
TX409368 - Jet Vacuum Trailer w/ Operator	JETTLR	9/8/2023	4.00	N Tatal Brian	\$444.00
TX311240 - Backhoe	BH	9/8/2023	2.50	N	\$137.50
TX119213 - Maintenance Truck	MTRK	9/8/2023	6.50	N	\$245.64
Truck	MTRK	9/8/2023	6.50	N	\$245.64

Completion Status:

Page 1 of 1

12b

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into effective as of October 15, 2023 ("Effective Date"), by and between Point Venture Property Owners Association ("Licensor"), and Travis County Water Control and Improvement District Point Venture ("Licensee"). Licensor and Licensee may sometimes herein be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. Licensor owns certain real property located generally at or near 428 Venture Drive, Point Venture, Texas that is enclosed by a wood privacy fence (the "PVPOA Storage Lot") and at or near 422 Venture Drive, Point Venture, Texas that serves as a parking lot for the golf course (the "PVPOA Parking Lot"), collectively referred to herein as the "PVPOA Property," that is located near real property owned by Licensee upon which Licensee is constructing a new waste water treatment facility.
- B. Licensor currently uses the PVPOA Storage Lot as a parking lot and leases parking spaces located therein to local property owners for storage of boat trailers.
- C. Licensee desires to use the PVPOA Storage Lot for a construction staging area while it is constructing the new waste water treatment facility and to use the PVPOA Parking Lot for ingress and egress to such waste water treatment facility.
- D. Licensee owns certain real property legally described as Lots 571 and 600 in Point Venture Section Three-2, a subdivision in Travis County, Texas and located at the intersection of Summit Ridge Drive South and Venture Drive, Point Venture, Texas (the "WCID Property"), which has been made suitable for the storage of boat trailers and has been offered for use by Licensor for the storage of boat trailers while the PVPOA Storage Lot is being used as a construction staging area.
- E. Licensor has agreed to allow Licensee temporary use of the PVPOA Property for the purposes stated herein pursuant to the terms and conditions set forth in this License Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, Licensor and Licensee hereby covenant and agree as follows:

1. <u>License</u>. Licensor hereby grants to Licensee a temporary and non-exclusive license (the "License") to use the PVPOA Storage Lot for the purpose of a construction staging area associated with the construction of a waste water treatment facility at land owned near the PVPOA Property (the "Project"), which shall include storage of construction equipment and supplies. The rights of the Licensee under this License shall include a nonexclusive right of Licensee over and across a limited portion of the PVPOA Parking Lot, which shall be designated by Licensor, for the limited purpose of providing ingress and egress to the Project and transporting equipment and materials between the PVPOA Storage Lot and the Project. The Licensee shall cooperate with the Licensor in determining the layout and exact

use of the PVPOA Property, specifically including the limited portion of the PVPOA Parking Lot that may be used by Licensee for ingress and egress to the Project. In no event shall Licensee use any portion of the PVPOA Parking Lot for the storage of equipment or materials.

- 2. Term. The term of this License shall begin on October 15, 2023 and may continue for so long as the PVPOA Property is necessary for use as a construction staging area associated with the Project. Notwithstanding anything to the contrary, either the Licensor or the Licensee may terminate this License at any time upon thirty (30) days written notice to the other party. If this License is terminated pursuant to this provision, the Licensee shall remove all equipment, materials and so forth from the PVPOA Property and return the site to its original or better condition within thirty (30) days after termination.
- 3. <u>Use.</u> The rights of the Licensee hereunder shall be to temporarily use the PVPOA Property for necessary construction related purposes, such as a construction trailer, construction equipment, a materials trailer, building materials and other related uses, including access to the Project. Licensee shall not permit any waste or damage to be done to the PVPOA Property and shall maintain the PVPOA Property and keep the PVPOA Property in good condition and repair and free of any litter, construction debris or any other waste and not allow any such litter or debris to blow away from the site. No materials, equipment or anything else not intended and used for the Project shall be stored at the PVPOA Property.
- 4. <u>No Representations.</u> Licensor makes no representations or warranties of any kind or character, express or implied, that the PVPOA Property is safe or suitable for the purposes for which they are permitted to be used by Licensee under this Licensee, and Licensee, having inspected the PVPOA Property, accepts the Licensed Property AS IS, WHERE IS, AND WITH ALL FAULTS. Licensee, for itself and its invitees, expressly waives any implied or express warranties of habitability, suitability, merchantability, quality, condition, or fitness for a particular purpose with respect to the PVPOA Property.
- 5. Reservation by Licensor. The License granted herein shall be nonexclusive and Licensor hereby reserves the right to continue to enter upon, use and enjoy the PVPOA Property, provided that any such use of the PVPOA Property during the term of this License shall not interfere, disrupt or significantly increase Licensee's immediate risk in performing its activities contemplated hereunder, including any use that may interfere with construction access or that would materially or substantially increase the costs to Licensee to use the PVPOA Property as a construct staging area.
- 6. <u>Indemnification</u>. Licensee shall indemnify, defend, protect, and hold harmless the Licensor, and its officers, directors, members, agents, and employees from and against any and all liens and encumbrances of any nature whatsoever which may arise in the exercise of Licensee's rights hereunder, and from all claims, causes of action, liabilities, costs and expenses (including all reasonable attorney's and in-house counsel fees), losses or damages arising from Licensee's use of the PVPOA Property, any breach of this License, or any act or failure to act of Licensee or Licensee's agents, employees, construction workers, or invitees, except those arising out of the gross negligence or willful misconduct of the Licensor, its officers, directors, members, agents and employees.

- 7. Risk of Damage or Loss. Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to its property or injury to all persons and personal property in or upon the PVPOA Property. Licensee hereby releases and relieves Licensor, and waives its entire right of recovery against Licensor, for any loss or damage arising out of or incident to the Licensee's use of the PVPOA Property.
- 8. Hazardous Materials. Licensee shall not use, generate, manufacture, store, or transport or dispose of, on or over the PVPOA Property, any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any other "hazardous materials" as that term may be defined under federal or state laws, except for the hazardous materials which may be in the vehicles that Licensee will park or store on the PVPOA Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the PVPOA Property as a result of Licensee's use and occupancy thereof, Licensee shall provide notice as required by law and Licensee, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected, whether owned by Licensor or any third party, to the satisfaction of the Licensor and any governmental body have jurisdiction thereof. Licensee must also notify Licensor as required by law of any release of hazardous materials that have come or will come to be located on or beneath the PVPOA Property.
- 9. <u>Disturbances</u>. Licensee shall take reasonable care to minimize disturbances to the nearby residential and commercial properties, whether from noise, dust, odors, or other emissions.
- 10. Restoration. Licensee shall maintain the PVPOA Property in its current condition and will restore the PVPOA Property to its pre-construction condition, specifically including the condition of the asphalt of the PVPOA Parking Lot. Any damage to the PVPOA Parking Lot or roadway used to access the PVPOA Property must also be repaired. All repairs must be completed ten (10) days after completion of the term outlined in paragraph 2 above.
- 11. <u>Liens, Taxes and Assessments</u>. Licensee shall keep the PVPOA Property free from all liens, taxes and assessments resulting from or caused by the Licensee's use of the PVPOA Property and shall operate the PVPOA Property in full compliance with all federal, state and municipal laws, ordinances and regulations governing the use and occupancy of the PVPOA Property.
- 12. <u>Fencing And Signage</u>. Licensee may erect post signage, if approved in advance by Licensor, at the entry to the PVPOA Storage Lot indicating that the use of the PVPOA Property is restricted to the Licensee during the term of this Agreement.
- 13. Surrender. Upon the termination of this License, all rights, use and interest of the Licensee in and to this License shall be surrendered peaceably to the Licensor and the Licensee shall remove all property, equipment, materials, trash and debris from the PVPOA Property and restore the PVPOA Property and, if needed, any adjoining property, to its former condition or better.
- 14. <u>Consideration and Reciprocal License of the WCID Property</u>. In consideration of the granting of this License, Licensee shall and does hereby grant to Licensor a temporary and non-exclusive license (the "Reciprocal License") to use the WCID Property for the purpose of storing boat trailers by local property owners who have entered into a lease agreement

with Licensor. The Reciprocal License shall remain in effect and continue until thirty (30) days after the later of: (a) termination of the License; or (b) restoration of the PVPOA Property as required herein. Licensee shall, at its sole expense, be responsible for maintaining the WCID Property, including the entrance gate, at all times in good and working condition and otherwise suitable for use of storing boat trailers. Licensee shall indemnify, defend, protect, and hold harmless the Licensor, and its officers, directors, members, agents, and employees from and against any and all claims, causes of action, liabilities, costs and expenses (including all reasonable attorney's and in-house counsel fees), losses or damages arising from Licensor's use of the WCID Property or use of the WCID Property by any person related to the storage of boat trailers, including damage to boats, trailers and/or vehicles on the WCID Property. Licensor shall not permit any waste or damage to be done to the WCID Property, but Licensor shall have no duty to restore the WCID Property to its pre-license condition upon termination of the Reciprocal License.

- 15. <u>Insurance</u>. Licensee shall maintain in full force and effect during the term of this License, at Licensee's sole cost and expense, a policy of comprehensive general liability insurance covering the PVPOA Property and the WCID Property in terms and amounts satisfactory to the Licensor, and Licensor shall be named as an additional insured under such policy.
- 16. <u>Default</u>. In the event of a breach by Licensee of any of the terms of this License, all rights of Licensee hereunder shall cease and terminate, and in addition to all other rights Licensor may have at law or in equity, Licensor may re-enter the PVPOA Property and take possession thereof without notice and may remove any and all persons and property therefrom, and may also cancel and terminate this License; upon any such cancellation, all rights of Licensee in and to the PVPOA Property shall cease and terminate.
- 17. Rules and Regulations. The Licensor shall have the right to establish and enforce reasonable rules and regulations concerning the management, use, and operation of the PVPOA Property, and compliance with said rules and regulations by the Licensee and its officers, agents and employees is expressly made a term of this License Agreement.
- 18. <u>Assignment and Subletting</u>. This License is personal to the Licensee and Licensee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the License or Licensee's interest in the PVPOA Property to any other person or entity without the prior written consent of the Licensor, which consent may be withheld in the Licensor's sole and absolute discretion. Any purported assignment or sublease by Licensee of this License shall be void ab initio and a basis for immediate termination of this License. In the event that the Licensor shall provide such prior written consent to an assignment or sublease by Licensee, any such assignment or sublease shall not relieve Licensee of its obligations under this License.
- 19. <u>Attorney's Fees</u>. If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorney's fees, including those of inhouse counsel.
- 20. <u>Notice</u>. Any notice, communication, request, or reply (severally and collectively referred to as "Notice") in this Agreement provided or permitted to be given, made or accepted by either Party to the other must be in writing. Notice may, unless otherwise provided herein,

be given or served: (a) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (b) by depositing the same with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (c) by delivering the same to such Party, or an agent of such Party by electronic mail or by hand delivery. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

if to Licensor:

Point Venture Property Owners Association

555 Venture Blvd South Point Venture, Texas 78645

Attn: Lori Martin

Email: lori@pointventure.com

if to Licensee:

Travis County Water Control and Improvement District

Point Venture Hunter Hudson

Willatt & Flickinger, PLLC

12912 Hill Country Blvd., Ste F-232

Austin, Texas 78738

Email: hhudson@wfaustin.com

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five days written notice to the other Party.

- 21. <u>Governing Law.</u> This License Agreement shall be interpreted, enforced and governed by the laws of the State of Texas.
- 22. <u>Amendments</u>. No provision of this License Agreement may be amended or modified except by an agreement in writing executed by both parties hereto.
- 23. Severability. In the event that one or more of the provisions contained in this License shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.
- 24. <u>Final Agreement</u>. This Agreement contains the final and entire agreement between Licensor and Licensee and contains all of the terms and conditions agreed upon. This Agreement supersedes all other arrangements, oral or otherwise, regarding the subject matter of the Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the date first above written.

LICENSOR:	Point Venture Property Owners Association
	By: Frank Engels
	Title: President
THE STATE OF TEXAS §	
COUNTY OF TRAVIS §	
This instrument was acknowledged before me on or the line, 2023, by Frank Enters, President of Point Venture Property Owners Association, on behalf of said entity.	
(Seal LYNETTE CAMPAGNA Notary Public, State of Texas Comm. Expires 05-24-2025 Notary ID 133117857	
LICENSEE:	Travis County Water Control and Improvement District
	Point Venture
	By: Steven T. TABASKA
	Title: President
THE STATE OF TEXAS §	
COUNTY OF TRAVIS §	
This instrument was acknowledged before me on October 12, 2013 by TABASKA, PRESIDENT of Travis County Water Control and Improvement District, on behalf of said entity.	
(Seal)	Notary Public Signature
LYNETTE CAMPAGNA Notary Public. State of Texas Comm. Expires 05-24-2025 Notary ID 122117957	