



Travis County Commissioners Court Agenda Request

Meeting Date: October 16, 2012

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A JOINT ELECTION AGREEMENT FOR THE NOVEMBER 6, 2012 JOINT GENERAL AND SPECIAL ELECTIONS WITH TRAVIS COUNTY AND 22 PARTICIPATING ENTITIES:

Central Health
City of Austin
City of Jonestown
City of Lago Vista
City of Lakeway
City of Pflugerville
Village of Point Venture
Village of Spicewood Canyon
Austin Community College
Austin ISD
Round Rock ISD
Lakeside MUD 3
North Austin MUD 1
Southeast Travis County MUD 1
Southeast Travis County MUD 2
Travis County MUD 18
Wells Branch MUD
Williamson-Travis Counties MUD 1
Travis County WCID – Point Venture
Westbank Community Library District
Barton Springs Edwards Aquifer
Conservation District
Tanglewood Forest Limited District

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Joint election agreement

STAFF RECOMMENDATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

JOINT ELECTION AGREEMENT FOR NOVEMBER 6, 2012 ELECTIONS

Travis County (the "County") will be conducting a general and special election on November 6, 2012. The Participating Entities listed in Exhibit A, which is attached to and incorporated into this agreement, require elections to be held on November 6, 2012 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.

Under Section 271.002, Texas Election Code, Texas's political subdivisions are authorized to hold elections jointly in voting precincts that common polling places can serve, if two or more political subdivisions' authorities order elections to be held on the same day in all or part of the same territory. And Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

It would benefit the County, the Participating Entities and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve. Thus, the County and the Participating Entities enter into this joint election agreement.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 6, 2012 Joint General and Special Elections for the parties to this agreement to be held on November 6, 2012. The County and the Entities will hold these elections on November 6, 2012 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the joint early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit to the U.S. Department of Justice for review before Election Day.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held.

The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Transmitted with this agreement is a check payable to Travis County from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title I, subchapter C, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a declaration of a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. *Each of the Participating Entities will be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.* The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until the entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently. The Travis County Commissioners Court and the governing body of the respective Participating Entity, however, must approve any proposal.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services

contracts relating to each Participating Entity's November 6, 2012 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

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

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

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


M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. All of such counterparts will be construed together and will constitute one and the same agreement.

The parties to this agreement have executed it in multiple copies, each of equal dignity, on this ____ day of _____, 2012.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: 

Dana DeBeauvoir
County Clerk

PARTICIPATING ENTITIES

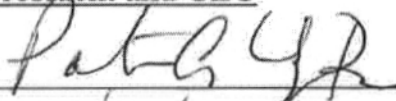
Name of Participating Entity CENTRAL HEALTH

Address 1111 E. Cesar Chavez

Austin, Texas 78702

Name of Authorized Signatory Patricia A. Young Brown
President and CEO

Signature



Date signed

9/17/12

PARTICIPATING ENTITIES

Name of Participating Entity City of Austin
Address P.O. Box 1088
Austin, TX 78767
Name of Authorized Signatory Shirley Gentry
Signature Shirley G Gentry
Date signed October 8, 2012

PARTICIPATING ENTITIES

Name of Participating Entity Jonestown

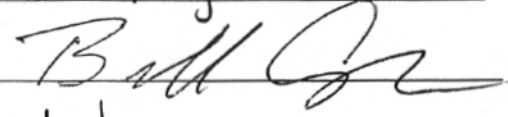
Address _____

Name of Authorized Signatory _____

Signature _____

Date signed _____

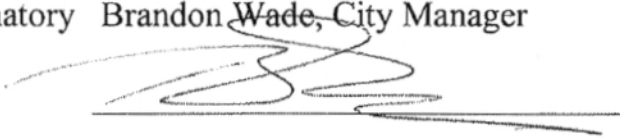
PARTICIPATING ENTITIES

Name of Participating Entity City of Lago Vista
Address PO Box 4727
Lago Vista, TX 78645
Name of Authorized Signatory Bill Angelo
Signature 
Date signed 9/17/12

PARTICIPATING ENTITIES

Name of Participating Entity City of Lakeway
Address 1102 Lohman's Crossing
Lakeway TX 78734
Name of Authorized Signatory Donna Boyle
Signature Donna Boyle
Date signed 9/17/2012

PARTICIPATING ENTITIES

Name of Participating Entity	City of Pflugerville
Address	100 East Main Street (P.O. Box 589) Pflugerville TX 78660 (78691)
Name of Authorized Signatory	Brandon Wade, City Manager
Signature	
Date signed	September 20, 2012

PARTICIPATING ENTITIES

Name of Participating Entity The Village of Point Venture
Address 18606 Venture Dr.
Point Venture, TX. 78645
Name of Authorized Signatory Chance Chatham
Signature Chance Chatham
Date signed 9-17-12

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Village of Spicewood Canyon</u>
Address	<u>4911 Star Canyon Rd.</u>
	<u>Spicewood, Texas 78669</u>
Name of Authorized Signatory	<u>Sybil L. Autrey</u>
Signature	<u><i>Sybil L. Autrey</i></u>
Date signed	<u>September 17, 2012</u>

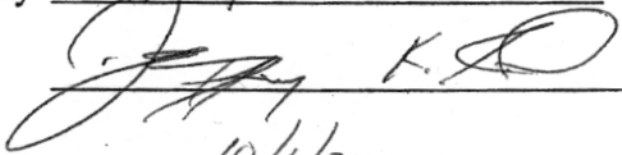
PARTICIPATING ENTITIES

Name of Participating Entity Austin Community College District

Address 5930 Middle Fiskville Road

Austin, TX 78752

Name of Authorized Signatory JEFFREY K. RICHARD

Signature 

Date signed 10/1/2012

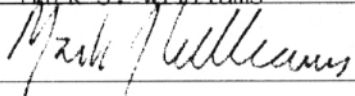
PARTICIPATING ENTITIES

Name of Participating Entity Austin Independent School District

Address 1111 W. 6th Street

Austin, TX 78703

Name of Authorized Signatory Mark J. Williams

Signature 

Date signed 9/24/2012

PARTICIPATING ENTITIES

Name of Participating Entity Round Rock ISO

Address 1311 Round Rock Avenue
Round Rock, TX 78681

Name of Authorized Signatory Ramiro T. Flores

Signature Ramiro Flores

Date signed 9/20/12

PARTICIPATING ENTITIES

Name of Participating Entity:

Lakeside Municipal Utility District No. 3

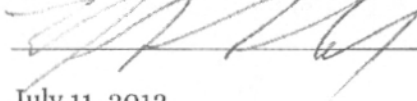
Address:

c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Name of Authorized Signatory

Mike Gold, Vice President

Signature



Date signed

July 11, 2012

PARTICIPATING ENTITIES

Name of Participating Entity:

North Austin Municipal Utility District No. 1

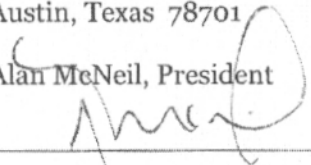
Address:

c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Name of Authorized Signatory

Alan McNeil, President

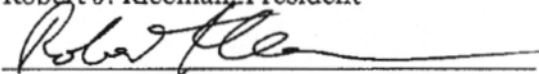
Signature



Date signed

July 18, 2012

PARTICIPATING ENTITIES

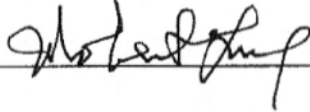
Name of Participating Entity:	Southeast Travis County Municipal Utility District No. 1
Address:	c/o Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701
Name of Authorized Signatory	Robert J. Kleeman, President
Signature	
Date signed	August 7, 2012

PARTICIPATING ENTITIES

Name of Participating Entity: Southeast Travis County Municipal Utility District No. 2

Address: c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Name of Authorized Signatory J. Robert Long, President

Signature  _____

Date signed August 7, 2012

PARTICIPATING ENTITIES

Name of Participating Entity Travis County Municipal Utility District No. 18

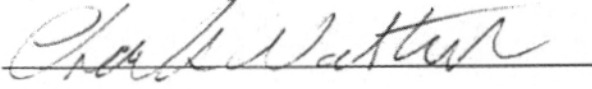
Address c/o Freeman & Corbett
8500 Bluffstone Cove, Suite B-104
Austin, Texas 78759

Name of Authorized Signatory Chris Schedler

Signature Chris Schedler

Date signed 12/5/12

PARTICIPATING ENTITIES

Name of Participating Entity	Wells Branch Municipal Utility District
Address	2106 Klattenhoff Drive Austin, Texas 78728
Name of Authorized Signatory	Charles R. Walters, President Board of Directors
Signature	
Date signed	<u>Oct - 5, 2012</u>


PARTICIPATING ENTITIES

Name of Participating Entity WILLIAMSON-TRAVIS COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 1

Address 2001 North Lamar

Austin, Texas 78705

Name of Authorized Signatory : Linda Durham, President, Board of Directors

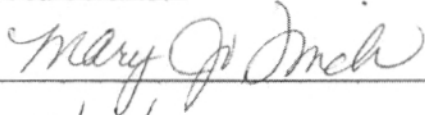
Signature 

Date signed September 19, 2012

PARTICIPATING ENTITIES

Name of Participating Entity TRAVIS County WCID - Point Venture
Address 18606 Venture Dr.
Point Venture, TX. 78645
Name of Authorized Signatory RICHARD W WELCHER
Signature *Richard W. Welch*
Date signed 9-17-12

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Westbank Community Library District</u>
Address	<u>1309 Westbank Drive</u> <u>Austin, Texas 78746</u>
Name of Authorized Signatory	<u>Mary Jo Finch</u>
Signature	<u></u>
Date signed	<u>9/19/12</u>

PARTICIPATING ENTITIES

Name of Participating Entity Barton Springs/Edwards Aquifer Conservation District

Address 1124 Regal Row
Austin TX 78748

Name of Authorized Signatory Mary Stone

Signature Mary Stone

Date signed Sept. 19th, 2012

PARTICIPATING ENTITIES

Name of Participating Entity:

Tanglewood Forest Limited District

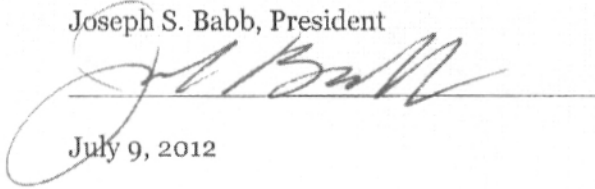
Address:

c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Name of Authorized Signatory

Joseph S. Babb, President

Signature

A handwritten signature in black ink, appearing to read "J. Babb", is written over a horizontal line. The signature is fluid and cursive.

Date signed

July 9, 2012

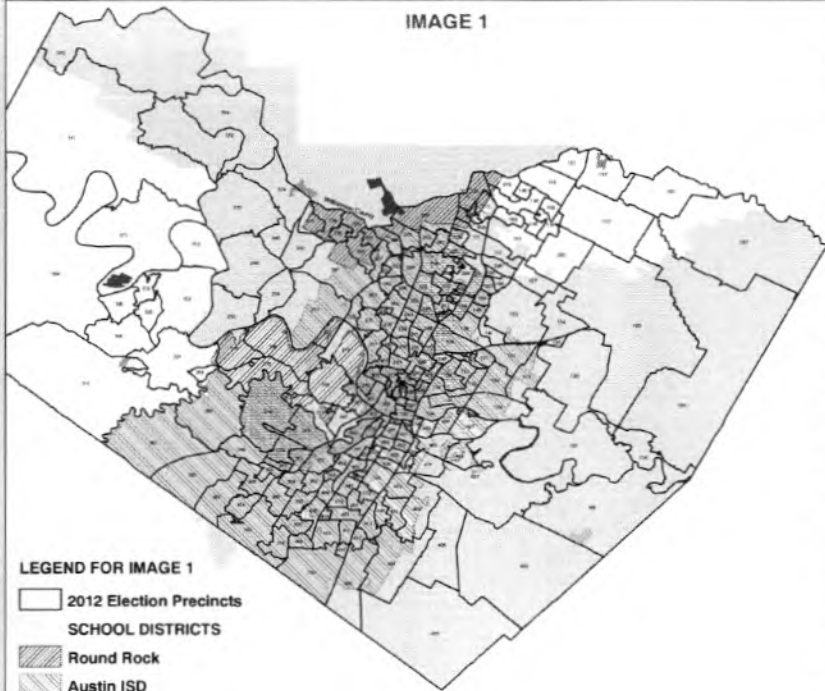
EXHIBIT A

PARTICIPATING ENTITIES

Travis County Healthcare District d/b/a Central Health
City of Austin
City of Jonestown
City of Lago Vista
City of Lakeway
City of Pflugerville
Village of Point Venture
Village of Spicewood Canyon
Austin Community College
Austin Independent School District
Round Rock Independent School District
Lakeside Municipal Utility District 3
North Austin Municipal Utility District 1
Southeast Travis County Municipal Utility District 1
Southeast Travis County Municipal Utility District 2
Travis County Municipal Utility District 18
Wells Branch Municipal Utility District
Williamson - Travis Counties Municipal Utility District 1
Tanglewood Forest Limited District
Travis County Water Control and Improvement District - Point Venture
Barton Springs/Edwards Aquifer Conservation District
Westbank Community Library

EXHIBIT B
MAPS AND DESCRIPTIONS

IMAGE 1



- LEGEND FOR IMAGE 1**
- 2012 Election Precincts
 - SCHOOL DISTRICTS**
 - Round Rock
 - Austin ISD
 - ACC
 - LIBRARY DISTRICT**
 - Westbank Library District

- AISD SMDs**
- AISD SMD 2
 - AISD SMD 3
 - AISD SMD 5

- MUDS**
- Lakeside MUD 3
 - North Austin MUD 1
 - POINT VENTURE WCID
 - Southeast Travis Co MUD 1
 - Southeast Travis Co MUD 2
 - TANGLEWOOD FOREST LIMITED DISTRICT
 - Travis County MUD 18
 - WM/TR CO MUD 1
 - Wells Branch MUD

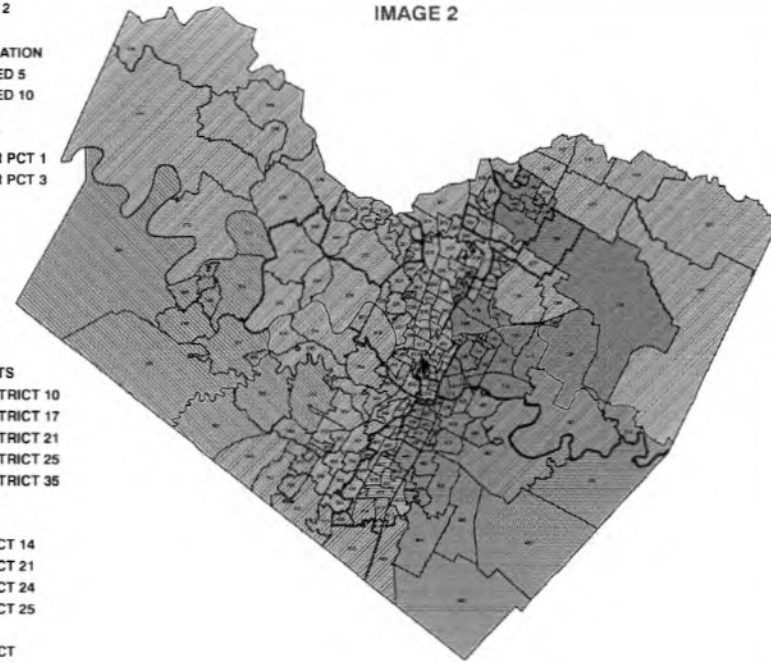
LEGEND FOR IMAGE 2

- STATE BOARD EDUCATION**
- STATE BOARD ED 5
 - STATE BOARD ED 10
- COMMISSIONER PCT**
- COMMISSIONER PCT 1
 - COMMISSIONER PCT 3
- JP PRECINCTS**
- JP PRECINCT 1
 - JP PRECINCT 2
 - JP PRECINCT 3
 - JP PRECINCT 4
 - JP PRECINCT 5
- CONGRESS DISTRICTS**
- CONGRESS DISTRICT 10
 - CONGRESS DISTRICT 17
 - CONGRESS DISTRICT 21
 - CONGRESS DISTRICT 25
 - CONGRESS DISTRICT 35

- SENATE DISTRICT**
- SENATE DISTRICT 14
 - SENATE DISTRICT 21
 - SENATE DISTRICT 24
 - SENATE DISTRICT 25

- LEGISLATIVE DISTRICT**
- LEG DISTRICT 46
 - LEG DISTRICT 47
 - LEG DISTRICT 48
 - LEG DISTRICT 49
 - LEG DISTRICT 50
 - LEG DISTRICT 51

IMAGE 2



LEGEND FOR IMAGE 3

- EDWARDS AQUIFER SMDs**
- EDWARDS AQ SMD 3
 - EDWARDS AQ SMD 4

- CITIES**
- COA Full Purpose
 - COA Limited Purpose
 - JONESTOWN
 - LAGO VISTA
 - LAKEWAY
 - PFLUGERVILLE
 - VILLAGE OF POINT VENTURE
 - VILLAGE SPICEWOOD CANYON

IMAGE 3



Travis County Tax Office
Voter Registration
Division



512-854-9473



Print Date: September 11, 2012



TRAVIS COUNTY
PRECINCTS

This map was created by the Travis County Voter Registration Department as a working map and is not intended for any other use. No warranty is made regarding its accuracy and completeness. It is our goal to maintain and provide accurate maps and data. However, mistakes and errors may occur. Thank you for your consideration.

EXHIBIT C
COST ESTIMATE

November 2012 Election Cost Estimates

Cost of Election	Total	Small Entities	Large Entity	Less TC	Deposit Due
Election Cost	\$ 1,470,389.00	\$ 19,058.26	\$ 1,451,330.74	(326,462.32)	\$ 857,945.01
10% Admin Fee	114,392.67	1,905.83	112,486.84	-	85,794.50
Total Cost of Election	\$ 1,584,781.67	\$ 20,964.09	\$ 1,563,817.58	\$ (326,462.32)	\$ 943,739.51

LARGE ENTITY COST ESTIMATES	TOTAL COST ESTIMATE			75% DEPOSIT DUE		
	POPULATION	COST	ADMIN FEE	COST	ADMIN FEE	TOTAL COST ESTIMATE
TC VOTERS	607,800	326,462.32			-	326,462.32
CENTRAL HEALTH	607,800	326,462.32	32,646.23	244,846.74	24,484.67	269,331.41
AUSTIN COMMUNITY COLLEGE	510,279	274,081.72	27,408.17	205,561.29	20,556.13	226,117.42
AUSTIN FULL PURPOSE (COMBINED)	448,273	240,776.97	24,077.70	180,582.73	18,058.28	198,641.00
AUSTIN ISD (COMBINED)	527,902	283,547.40	28,354.74	212,660.55	21,266.06	233,926.61
	2,702,054	1,451,330.73	112,486.84	843,651.31	84,365.13	928,016.44

SMALL ENTITY COST ESTIMATES	TOTAL COST ESTIMATE			75% DEPOSIT DUE		
	COST	ADMIN FEE	TOTAL COST ESTIMATE	COST	ADMIN FEE	TOTAL COST ESTIMATE
JONESTOWN	296.87	29.69	326.56	222.65	22.27	244.92
LAGO VISTA	663.60	66.36	729.96	497.70	49.77	547.47
PFLUGERVILLE	4,260.52	426.05	4,686.57	3,195.39	319.54	3,514.93
POINT VENTURE	68.92	6.89	75.81	51.69	5.17	56.86
LAKEWAY	1,398.82	139.88	1,538.70	1,049.11	104.91	1,154.03
PROPOSED VLG SPICEWOOD CANYON	42.60	4.26	46.86	31.95	3.20	35.15
WESTBANK LIBRARY DIST	2,619.79	261.98	2,881.77	1,964.84	196.48	2,161.33
POINT VENTURE WATER DISTRICT	68.92	6.89	75.81	51.69	5.17	56.86
NORTH AUSTIN MUD 1	47.79	4.78	52.57	35.84	3.58	39.43
WELLS BRANCH MUD	1,217.10	121.71	1,338.81	912.83	91.28	1,004.11
TRAVIS COUNTY MUD 18	0.49	0.05	0.54	0.37	0.04	0.41
SOUTHEAST TR COUNTY MUD 1	0.26	0.03	0.29	0.20	0.02	0.22
SOUTHEAST TR COUNTY MUD 2	0.41	0.04	0.45	0.31	0.03	0.34
TANGLEWOOD FOREST LIMITED DIST	148.56	14.86	163.42	111.42	11.14	122.57
WMS TRAVIS COUNTY MUD 1	70.78	7.08	77.86	53.09	5.31	58.40
LAKESIDE MUD 3	28.66	2.87	31.53	21.50	2.15	23.65
EDWARDS AQUIFER SMD #3 & #4	4,968.56	496.86	5,465.42	3,726.42	372.64	4,099.07
ROUND ROCK ISD	3,155.60	315.56	3,471.16	2,366.70	236.67	2,603.37
	19,058.26	1,905.83	20,964.09	14,293.70	1,429.37	15,723.07

1,143,926.67 114,392.67 1,258,319.34 857,945.01 85,794.50 943,739.51