



AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
JULY 2, 2026 AT 3:00 PM

REGULAR SESSION WILL RECONVENE AT 4:00PM

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/242387805>

You can also dial in using your phone.

Access Code: 242-387-805

United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
2. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding receipt of legal advice from City Attorney concerning request for amendment to Dissolution of Turnback Ranch Public Improvement District.
3. Deliberation regarding the purchase, exchange, lease, or value of real property pursuant to Texas Government Code § 551.072, and consultation with the City Attorney regarding legal issues related to the same pursuant to Texas Government Code § 551.071 - purchase of property located at 20406 Earhart Lane, Lago Vista, Texas, 78645, PARCELS 1-9 WORLD OF RESORTS GOLF COURSE HIGHLAND LAKE EST SEC 5-18, 32 & ABS 2534 SUR 36

CANTWELL J ACR .9550 (TOTAL 111.6268 ACRES), Pursuant to Texas Government Code Section 551.072.

4. Consultation with Legal Counsel concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of an employee pursuant to Texas Government Code Section 551.074 - Assistant City Manager.

III. ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following agenda items):

Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.
2. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding receipt of legal advice from City Attorney concerning request for amendment to Dissolution of Turnback Ranch Public Improvement District.
3. Deliberation regarding the purchase, exchange, lease, or value of real property pursuant to Texas Government Code § 551.072, and consultation with the City Attorney regarding legal issues related to the same pursuant to Texas Government Code § 551.071 - purchase of property located at 20406 Earhart Lane, Lago Vista, Texas, 78645, PARCELS 1-9 WORLD OF RESORTS GOLF COURSE HIGHLAND LAKE EST SEC 5-18, 32 & ABS 2534 SUR 36 CANTWELL J ACR .9550 (TOTAL 111.6268 ACRES), Pursuant to Texas Government Code Section 551.072.
4. Consultation with Legal Counsel concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of an employee pursuant to Texas Government Code Section 551.074 - Assistant City Manager.

IV. INVOCATION

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. CITIZEN COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form.

If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below. The Council will reconvene from executive session at or around 4:00 p.m.

[Citizen Participation Registration Form](#)

VII. PRESENTATIONS & PROCLAMATIONS

1. Recognition of Charlie Norris for his outstanding achievement in earning a scholarship to attend Menlo College in Atherton and compete on its Olympic-style taekwondo sparring team. Charlie's accomplishment reflects years of hard work, discipline, and perseverance and serves as an inspiring example of excellence among Lago Vista youth. Recognition by the City Council would acknowledge both his achievement and the positive example he sets for our community.
2. Presentation from Police Chief Ron Joy regarding License Plate Readers technology, including the Flock Safety camera system.

VIII. CONSENT AGENDA

All matters listed under Consent Agenda, are to be considered routine by the City Council and will be enacted by one motion. There will not be separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Approve the minutes of the June 4, 2026, City Council Meeting.
2. Approve the minutes of the June 12, 2026 City Council Workshop.
3. Approve the minutes of the June 18, 2026, City Council Meeting.
4. Consider, discuss, and take action on Resolution No. 26-2213; declaring August as Veterans Appreciation Month.
5. Consider, discuss, and take action on Resolution No. 26-2214; authorizing the City Manager to act on behalf of the City of Lago Vista in seeking financial assistance from the Texas Water Development Board.
6. Consider, discuss, and take action on Resolution No. 26-2215 nominating a person for the TML Intergovernmental Risk Pool Board of Trustees.
7. Consider, discuss, and take action regarding participation in the Travis County Community Development Grant Program and authorize the City Manager or Mayor to execute all necessary agreements and related documents.

IX. ACTION ITEMS

1. Consider, discuss, and take action authorizing the City Manager to enter into an agreement with MVBA for the collection of delinquent utility accounts.

X. WORK SESSION

1. Discussion on the lower ball field lease with the Lago Vista Independent School District (LVISD.)
2. Budget Work session.
3. Charter Review Work session.

XI. ITEMS OF COMMUNITY INTEREST

XII. STAFF AND COUNCIL LIAISON REPORTS

- A. Routine Reports from City Staff.
 - B. Routine Reports from City Council Board/Commission/Committee Liaisons.
 - C. Request for future agenda items. (No discussion)
-
- 1. Library Advisory Board 2026 Annual Report.

XIII. ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board in accordance with Government Code section 551.041 located at all times in City Hall in said City by 6:00 pm on the 25th day of June 2026.

Robin Smith , City Secretary

THIS MEETING SHALL BE CONDUCTED PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.001 ET SEQ. AT ANY TIME DURING THE MEETING THE COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION ON ANY OF THE ABOVE POSTED AGENDA ITEMS IN ACCORDANCE WITH THE SECTIONS 551.071, 551.072, 551.073, 551.074, 551.075 OR 551.076.

THE CITY OF LAGO VISTA IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST.

AT THIS MEETING AT THE STATED LOCATION, A QUORUM OF THE CITY COUNCIL WILL BE PHYSICALLY PRESENT, AND THIS NOTICE SPECIFIES THE INTENT TO HAVE A QUORUM PRESENT THERE, AND THE MEMBER OF THE CITY COUNCIL PRESIDING OVER THE MEETING WILL BE PHYSICALLY PRESENT AT THAT LOCATION. ONE OR MORE MEMBERS OF THE CITY COUNCIL MAY PARTICIPATE IN THIS MEETING REMOTELY, AND IF SO, VIDEOCONFERENCE EQUIPMENT PROVIDING TWO-WAY AUDIO AND VIDEO DISPLAY AND COMMUNICATION WITH EACH MEMBER WHO IS PARTICIPATING BY VIDEOCONFERENCE CALL WILL BE MADE AVAILABLE.

[2025-2026-Adopted-Budget-PDF](#)



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Shane Saum, City Council

SUBJECT: Recognition of Charlie Norris for his outstanding achievement in earning a scholarship to attend Menlo College in Atherton and compete on its Olympic-style taekwondo sparring team. Charlie's accomplishment reflects years of hard work, discipline, and perseverance and serves as an inspiring example of excellence among Lago Vista youth. Recognition by the City Council would acknowledge both his achievement and the positive example he sets for our community.

ATTACHMENTS:

[Recognition - Charlie Norris.docx](#)

**CITY OF LAGO VISTA
CERTIFICATE OF RECOGNITION**

This certificate is hereby presented to:
Charlie Norris

**Recognition Certificate by Mayor Shane Saum and the City Council of Lago Vista to Charlie Norris for Outstanding Achievement,
Athletic Excellence, and Inspirational Leadership**

Mayor Shane Saum and the City Council of the City of Lago Vista present a certificate of recognition to **Charlie Norris** in honor of his exemplary accomplishments, dedication, and positive representation of the Lago Vista community.

Charlie is being recognized for his outstanding achievements in Taekwondo, including his recruitment and scholarship to attend **Menlo College in Atherton, California**, where he will compete on the college's Olympic sparring team. Menlo College is among the first institutions in the country to establish a collegiate sparring team, and Charlie's selection reflects his discipline, hard work, and athletic excellence.

In addition to his athletic accomplishments, Charlie is also recognized for his commitment to inspiring others through his motivational and inspirational content shared on social media. His character, perseverance, and leadership serve as a strong example for youth in the Lago Vista community.

Through his dedication, achievements, and positive influence, Charlie Norris exemplifies the values of hard work, perseverance, and community pride. The City of Lago Vista proudly acknowledges his success and celebrates him as an outstanding representative of its youth.

City of Lago Vista, Texas

Shane Saum, Mayor



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Charles West, Police Department

SUBJECT: Presentation from Police Chief Ron Joy regarding License Plate Readers technology, including the Flock Safety camera system.

ATTACHMENTS:
[License Plate Readers.pdf](#)

License Plate Readers



Criminal Justice Information System Security Policy

Before accessing the license plate reader system, the user must acknowledge:

“I am accessing a restricted information system for authorized use only, and in compliance with Flock’s Privacy Policy and CJIS Security Policy. I agree to use the system in accordance with the laws of my jurisdiction and will not access data from CA, CO, CT, IL, NJ, OR, VT, WA for immigration enforcement or from CA, CO, CT, HI, IL, MA, MD, ME, NJ, MN, NV, NY, OR, RI, VT, WA, D.C. for reproductive care. I consent to be monitored, recorded, and audited by Flock and my agency. Unauthorized/improper use may lead to disciplinary action and criminal and/or civil legal penalties. My agency is responsible for the security of my devices and for the authorized use and privacy of any data.”

Search Requirements

Authorized users input information in these fields to conduct a search:

- Offense Type – **Required Field**
(For example: Assault, Burglary, Hit-and-Run Accident, Homicide, Kidnapping, Stolen Vehicle, Terrorism, Wanted Person, etc...)
- Case Number
- Reason
- Vehicle Details (License Plate, State, Vehicle Body/Make/Color)
- Location & Time
 - Start / End Date
 - Last 15 minutes, 2 hours, 24 hours, 48 hours, 30 days

LPR Locations in Lago Vista

Flock LPR's were originally installed in 5 locations:

- NB on Lohman Ford at FM 1431
- SB on Lohman Ford at FM 1431
- NB on Lohman Ford at Boggy Ford
- SB on Dodge at FM 1431 (Camera damaged/moved March 2026)
- SB on Bar K at FM 1431

In 2026, after re-evaluation of LPR locations, the LPR's will be moved to these locations:

- EB on FM1431 at Destination Way
- WB on FM 1431 at Destination Way
- EB on FM 1431 at Tessera Parkway
- WB on FM 1431 at Tessera Parkway
- NB on Lohman Ford at Boggy Ford (LPR already there)

Concerns of “Mass Surveillance”

- Flock system is designed around vehicle evidence, with limited retention, local control, built-in safeguards, and full audit trails so every search is accountable, reviewable, and tied to legitimate investigative use.
- LPR cameras read license plates and vehicle attributes, not faces.
- Vehicle-based searches can reduce reliance on subjective descriptions alone.
- Data retention is limited and determined locally. (30 days)
- Agencies control access and data-sharing policies.
- Courts have affirmed the legality of LPR's in public spaces while reinforcing oversight and accountability use.
- All data is stored by Flock and encrypted so that only authorized users can view it.

Concerns in Other Communities

Concerns with LPR usage in other communities, including California and Washington have been resolved by demonstrating:

- Audit capabilities and usage
- Demonstrated decreases in crime and criminal apprehensions
- Demonstrated increase in missing persons and stolen vehicle recoveries
- Transparency from law enforcement to governing bodies concerning LPR usage and success

Success Stories in Lago Vista

LPR's have successfully been used in Lago Vista to:

- Apprehend a wanted person for kidnapping
- Apprehend a wanted person for sexual assault
- Apprehend a wanted person for violation of a protective order
- Identify potential vehicles in auto burglary investigations
- Identify potential vehicles in business burglary investigations

LPR Usage Impact

Austin Shooting Spree

- Began on May 16, 2026, 11:30 am
- Involved 12 separate shootings and 21 criminal incidents including theft of five vehicles and a firearm, and firing 105 rounds
- Four people were injured. Three victims had non-life-threatening injuries, and one victim had critical injuries and was taken to the trauma center.
- Five cars were hit by gunfire
- Four homes were hit by gunfire
- Two Austin Fire Departments were hit by gunfire
- Three Austin Fire Department trucks were hit by gunfire
- Suspects apprehended on May 17, 3:23 pm

LPR Usage Impact

Austin Shooting Spree – LPR Discussion

- Austin police currently don't use license plate readers. The program ended last year after privacy and civil liberties concerns.
- Manor police used the technology to find the teens in **under an hour**.
- Austin Mayor Kirk Watson and Austin Police Chief Davis agreed the technology would have been helpful.
 - "What I'll say is this, probably having license plate readers would have been helpful under these circumstances," Austin Mayor Kirk Watson said.
 - "Could that have helped? Yes, it could have helped," Chief Davis said.
- Texas Governor Greg Abbott took it a step further:
 - "Stop being easy on criminals and start deploying whatever tools you can access to make sure you're able to prevent crime and quickly solve it," Governor Abbott said.

LPR Usage Impact

Bottom Line for Decision Makers

If you or your loved one has been kidnapped or the victim of a violent crime, would you want law enforcement to use every available tool to find your loved one, stop an ongoing violent crime, or capture violent offenders?



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Eric DeLaCruz, Assistant City Secretary

SUBJECT: Approve the minutes of the June 4, 2026, City Council Meeting.

RECOMMENDATION: Approval of the June 4, 2026, City Council Meeting Minutes.

ATTACHMENTS:

[26-06-04 - Working Draft Minutes_2.docx](#)



**CITY COUNCIL CITY COUNCIL REGULAR
MEETING MINUTES
THURSDAY, JUNE 4, 2026
3:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX**

Shane Saum, Mayor
Adam Benefield, Member
Norma Owen, Mayor Pro Tem
Paul Prince, Member
Amanda Chavarria, Member
Karen Van Ness, Member
Jess Hall, Member
Charles West, City Manager
Brad Bullock, City Attorney

Present: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall, Charles West, Brad Bullock
Amanda Chavrria joined remotely. Charles West Joined remotely

REGULAR SESSION WILL RECONVENE AT 4:00PM

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/242387805>

You can also dial in using your phone.

Access Code: 242-387-805

United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;
City Council convened into Executive session at 3:01 pm

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.

No Action

2. Deliberation regarding the purchase, exchange, lease, or value of real property pursuant to Texas Government Code § 551.072, and consultation with the City Attorney regarding legal issues related to the same pursuant to Texas Government Code § 551.071. Consult with City Attorney concerning the purchase of property Pursuant to Texas Government Code Section 551.072.

No Action

3. Executive Session in Accordance with the Provisions of the Government Code, Title 5, Subchapter D, Section 551.071, Private Consultation with Its Attorney to Seek Advice About Legal Matters Subject to Attorney/Client Privilege, and Section 551.074, Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee.
 - A. Receipt of legal advice from City Attorney regarding legal questions related to Charter and interpretation thereof.
 - B. Deliberation regarding respective duties and role of city manager and council regarding city personnel.

No Action

III. ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following agenda items):

Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.

No Action

2. Deliberation regarding the purchase, exchange, lease, or value of real property pursuant to Texas Government Code § 551.072, and consultation with the City Attorney regarding legal issues related to the same pursuant to Texas Government Code § 551.071. Consult with City Attorney concerning the purchase of property Pursuant to Texas Government Code Section 551.072.

No Action

3. Executive Session in Accordance with the Provisions of the Government Code, Title 5, Subchapter D, Section 551.071, Private Consultation with Its Attorney to Seek Advice About Legal Matters Subject to Attorney/Client Privilege, and Section 551.074, Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee.
 - A. Receipt of legal advice from City Attorney regarding legal questions related to Charter and interpretation thereof.
 - B. Deliberation regarding respective duties and role of city manager and council regarding city personnel.

No Action

City council gave direction to the city attorney for information regarding item.

IV. INVOCATION

Invocation led by Mark Douglas.

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. CITIZEN COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

Jean Davis spoke on issues with dangerous roads. Time was donated from Glen Davis.

Ebz VonOlerking spoke on issues with mailing of checks.

David Von Ohlerking spoke on issues with communication of the City.

Mayor read in a citizen comment from Greg Thomas. Spoke on issues with development department.

VII. PRESENTATIONS & PROCLAMATIONS

1. Proclamation Honoring the Service of Presiding Judge Jay Caballero.
2. Certificate of Recognition for the Owen's 40th wedding anniversary.

VIII. PUBLIC HEARING AND POSSIBLE ACTION

1. Open a public hearing on Ordinance No. 26-06-04-01 of the city of Lago Vista, Texas, amending chapter 14, also known as the "zoning ordinance," of the code of ordinances, specifically section 20, tree preservation and landscaping requirements, subsection (e)(7), by removing the word "pocket"; providing for purpose and intent; providing the amendment; providing for a finding of fact; providing for severability; providing for a repealer; providing an effective date; providing for projects in transition; providing for codification and publication; and providing an open meetings clause.

Public Hearing opened at 8:58 P.M.

Citizen Comment by David vonOhlerking.

Closed Public Hearing at 8:59 P.M.

Action taken on VIII.2

2. Consider, discuss, and take action on Ordinance No. 26-06-04-01 of the city of Lago Vista, Texas, amending chapter 14, also known as the "zoning ordinance," of the code of ordinances, specifically section 20, tree preservation and landscaping requirements, subsection (e)(7), by removing the word "pocket"; providing for purpose and intent; providing the amendment; providing for a finding of fact; providing for severability; providing for a repealer; providing an effective date; providing for projects in transition; providing for codification and publication; and providing an open meetings clause.

Moved by Paul Prince; seconded by Karen Van Ness to ratify Approved motion.

Motion Passed: 7- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

3. Open a public hearing regarding the voluntary annexation of approximately 4.949 acres located at 7301 Lohman Ford Road, also known as Lot 27, Travis Hollow Section Two, from the City of Lago Vista Extraterritorial Jurisdiction (ETJ) into the corporate limits of the City of Lago Vista, Texas.

Public Hearing opened at 9:06 P.M.

Closed Public Hearing at 9:07 P.M.

No Action

IX. CONSENT AGENDA

All matters listed under Consent Agenda, are to be considered routine by the City Council and will be enacted by one motion. There will not be separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Approve the minutes of the May 21, 2026, City Council Meeting.

Moved by Norma Owen; seconded by Paul Prince to Approve.

Motion Passed: 7- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

2. Ratify Ordinance No. 26-05-07-03, rezoning approximately 7.055 acres located at 19708 Boggy Ford Road, legally described as ABS 189, Survey 98, Campbell M. F., and also known as Lot 32, Ranch Cielo, from TR-1 to a Planned Development District pursuant to Chapter 14, Section 10 of the City of Lago Vista Code of Ordinances. Case No. 25-2905-PDD-REZ.

Moved by Norma Owen; seconded by Paul Prince to Approve.

Motion Passed: 7- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

X. ACTION ITEMS

1. Consider, discuss, and take action on Ordinance No. 26-06-04-02 Amending Chapter 3, "Building Regulations," of the City of Lago Vista Code of Ordinances; Adopting Updated Building, Residential, Fire, Existing Building, Mechanical, Plumbing, Fuel Gas, Swimming Pool, Electrical, and Life Safety Codes; Providing for Local Amendments, Administrative Procedures, Permit Requirements, Permit Expiration and Extension Procedures, Design Criteria, Development Procedure Manual References, and Related Building Regulation Requirements; Providing for Conflicts, Severability, Savings, Publication, and an Effective Date.

Motion to send to Building and Standards Commission to make recommendations.

Moved by Amanda Chavarria; seconded by Norma Owen

Motion Passed: 7- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

2. Consider, discuss, and take action regarding funding for Bowden Point and Dawn Drive Parks.

Citizen comments received by: Denise Sellers, Dan Sellers, Mike and Janet Boaz, Dave Stewart, Carolyn Dalglish, Enrique Lopez, Jania Didier, and David vonOhlerking.

Motion to approve to procure three quotes for concrete walkway and three quotes for decomposed crushed granite for KLVb project to bring back to council for review.

Moved by Adam Benefield; seconded by Karen Van Ness

Motion Passed: 5- 2

Voting For: Adam Benefield, Norma Owen, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: Mayor Saum, Paul Prince

3. Consider, discuss, and take action regarding application for the use of Hot Funds by Oak Ridge Archery.

Motion to approve application not to exceed existing proposed amount, contingent council receives an approved resubmitted application that has been reviewed by the City Attorney, as amended.

Moved by Norma Owen; seconded by Jess Hall to Approve

Motion Passed: 7- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

4. Consider, discuss, and take possible action on award of of the Automated Weather Observing System (AWOS III PT) Replacement and Relocation Project at Rusty Allen Airport, TxDOT CSJ No. 26AWLAGOV and authorizing the City Manager to execute contract documents.

Moved by Paul Prince; seconded by Karen Van Ness to Approve.

Motion Passed: 7- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

XI. WORK SESSION

1. Consider, discuss, and take action on the Draft City of Lago Vista Comprehensive Plan and the Comprehensive Plan Subcommittee Recommendation.
Citizen comments received by: Dave Stewart with donated time from Laurie Dick, Jeff Hewgley
Council directed the plan to go back to sub committee, staff and planning and zoning.
2. Consider, discuss, and take action on an Ordinance XXXXXXX Adopting the City of Lago Vista Development Procedures Manual and Establishing Administrative Procedures for Development Review, Permitting, Application Processing, and Related Development Services Activities
Director of Development Services, Jordan Strohmeyer, spoke on this item.
3. Discussion and possible direction regarding the establishment of workshop meeting dates and times for reviewing proposed Charter amendments, including the anticipated review schedule, process for Council discussion, and timeline for preparing any proposed amendments for future ballot consideration.
Council discussed and gave direction to City Manager and staff to establish meetings June 12 & June 26 to go over charter.
4. Discussion and possible direction regarding the feasibility of establishing bike trails within the Cedar Breaks area.
Citizen comment received by: Dave Stewart
Director of Public Works, Ernesto Rios spoke on item.
5. Discussion and possible direction regarding the City's efforts to move toward Type I effluent standards, including an update on the status of the related permit application.
Director of Public Works, Ernesto Rios spoke on item.
6. Discussion and possible direction regarding the submission of comments to the Lower Colorado Regional Water Planning Group, Region K, concerning the Regional Water Plan and the State Water Plan.
Citizen Comments by Robert Ruggiero
Director of Public Works, Ernesto Rios spoke on TWDB application status.

Council directed staff to bring potential application to council for review.

7. Discussion and possible direction regarding potential applications to the Texas Water Development Board.

Director of Public Works, Ernesto Rios spoke on TWDB application status.

Council directed staff to bring potential application to council for review.

XII. ITEMS OF COMMUNITY INTEREST

Councilor Chavarria reported that KLV B was awarded the Governor's Community Achievement Award.

Mayor Pro Tem Owen reported that Chief of Police Ron Joy will speak at the upcoming Lago Vista Lion's meeting.

XIII. STAFF AND COUNCIL LIAISON REPORTS

- A. Routine Reports from City Staff.

None

- B. Routine Reports from City Council Board/Commission/Committee Liaisons.

Councilor Hall provided an update on the Golf Course Advisory Committee.

Councilor Chavarria provided an update on the Building & Standards Commission.

Mayor Pro Tem Owen provided an update on Economic Development Corporation.

Mayor Shane Saum provided an update on the Airport Advisory Board.

Councilor Prince provided an update on IPAS Sub Committee.

XIV. ADJOURNMENT

Mayor adjourned the meeting at 10:16 P.M.

CITY OF LAGO VISTA:

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

On a motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing instrument was passed and approved.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Approve the minutes of the June 12, 2026 City Council Workshop.

RECOMMENDATION: Approval of the June 12, 2026, City Council Workshop Meeting Minutes.

ATTACHMENTS:
[26-06-12-draft-City Council workshop minutes.docx](#)



**CITY COUNCIL CITY COUNCIL
WORKSHOP MINUTES
FRIDAY, JUNE 12, 2026
12:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX**

Mayor Saum, Mayor
Adam Benefield, Member
Norma Owen, Member
Paul Prince, Member
Amanda Chavarria, Member
Karen Van Ness, Member
Jess Hall, Member
Charles West, City Manager
Brad Bullock, City Attorney

Present: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Karen Van Ness, Jess Hall, Charles West, Brad Bullock

Absent: Amanda Chavarria

Karen Van Ness joined the workshop remotely.

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/242387805>

You can also dial in using your phone.

Access Code: 242-387-805

United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member

The meeting was called to order at 12:00 pm.

II. WORK SESSION

Consider, discuss, and take action regarding proposed updates/amendments to the City Charter following review by legal counsel pursuant to Texas Government Code Section 551.071.

City Council proceeded with the Charter Review workshop.

III. CITIZEN COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below.

Citizen Participation Registration Form

Robert Owen attended the Charter Review Workshop and contributed to the discussion.

IV. EXECUTIVE SESSION

The City Council remained in open session and did not recess into Executive Session.

1. Consultation with City Attorney concerning legal questions and advice related to proposed updates/amendments to the City Charter following review by legal counsel pursuant to Texas Government Code Section 551.071.

V. ACTION ON EXECUTIVE SESSION ITEMS (action and/or a vote may be taken on the following agenda items)

1. Discussion and/or action concerning legal questions and advice related to proposed updates/amendments to the City Charter following review by legal counsel pursuant to Texas Government Code Section 551.071.

VI. ADJOURNMENT

Mayor, Shane Saum adjourned the meeting at 4:03 pm.

CITY OF LAGO VISTA

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

On a motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing instrument was passed and approved.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Approve the minutes of the June 18, 2026, City Council Meeting.

RECOMMENDATION: Approval of the June 18, 2026, City Council Meeting Minutes.

ATTACHMENTS:

[26-06-18- Draft City Council draft minutes.pdf](#)



**CITY COUNCIL CITY COUNCIL REGULAR
MEETING MINUTES
THURSDAY, JUNE 18, 2026
2:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX**

Shane Saum, Mayor
Adam Benefield, Member
Norma Owen, Mayor Pro Tem
Paul Prince, Member
Amanda Chavarria, Member
Karen Van Ness, Member
Jess Hall, Member
Charles West, City Manager
Brad Bullock, City Attorney

Present: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Charles West, Brad Bullock

Absent: Karen Van Ness, Jess Hall – Excused absence.

REGULAR SESSION WILL RECONVENE AT 4:00PM

AMENDED AGENDA

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/242387805>

You can also dial in using your phone.

Access Code: 242-387-805

United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane Saum, Mayor

Amanda Chavarria, Council Member

Jess Hall, Council Member

Adam Benefield, Council Member

Norma Owen, Mayor Pro Tem

Karen Van Ness, Council Member

Paul Prince, Council Member

Mayor, Shane Saum called the meeting to order at 2:11 pm.

Excused absence for Councilor Karen Van Ness and Councilor Jess Hall.

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to; *Convened into Executive Session at 2:13 pm.*

1. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE, AND SECTION 551.074, DELIBERATION REGARDING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.

- A. Receipt of legal advice from City Attorney regarding legal questions related to Charter and interpretation thereof.

- B. Deliberation regarding respective duties and role of city manager, appointed members, and council regarding city personnel.

No Action

- 2. Deliberation regarding the purchase, exchange, lease, or value of real property pursuant to Texas Government Code § 551.072, and consultation with the City Attorney regarding legal issues related to the same pursuant to Texas Government Code § 551.071. Consult with City Attorney concerning the purchase of property Pursuant to Texas Government Code Section 551.072.

No Action

- 3. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 to discuss and receive legal advice regarding the Airport Maintenance Agreement.

No Action

III. ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following agenda items):

Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:

Mayor for the day: Summer Nied Reconvened the City Council meeting into open session at: 4:12 pm.

- 1. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE, AND SECTION 551.074, DELIBERATION REGARDING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.
 - A. Receipt of legal advice from City Attorney regarding legal questions related to Charter and interpretation thereof.
 - B. Deliberation regarding respective duties and role of city manager, appointed members, and council regarding city personnel.

No Action

- 2. Deliberation regarding the purchase, exchange, lease, or value of real property pursuant to Texas Government Code § 551.072, and consultation with the City Attorney regarding legal issues related to the same pursuant to Texas Government Code § 551.071. Consult with City Attorney concerning the purchase of property Pursuant to Texas Government Code Section 551.072.

No Action

- 3. Consultation with City Attorney pursuant to Texas Government Code Section 551.071 to discuss and receive legal advice regarding the Airport Maintenance Agreement.

No Action

IV. INVOCATION

Invocation lead by Mark Markham with Grace Fellowship.

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. CITIZEN COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below. The Council will reconvene from executive session at or around 4:00 p.m.

[Citizen Participation Registration Form](#)

Citizen Comments received by Krissy Blystone, Ebor VonOhlerking and Nick Zambito.

VII. PRESENTATIONS & PROCLAMATIONS

Mayor for the day Summer Nied read and presented proclamation recognizing Sailee Raja for "Hot Cars Awareness."

1. Mayor for the Day / Youth Report.

Mayor Shane Saum read and presented a proclamation recognizing Summer Nied as "Mayor for the Day."

VIII. PUBLIC HEARING AND POSSIBLE ACTION

1. Conduct a public hearing, receive public comment, discuss, consider, and take possible action regarding voluntary annexation; Ordinance Number 26-06-18-01; An Ordinance Of The City Council Of The City Of Lago Vista, Texas, Annexing Approximately 4.949 Acres Of Land Located At 7301 Lohman Ford Road, Legally Described As Lot 27, Travis Hollow, Section Two, As Recorded In Volume 78, Page 398 Of The Plat Records Of Travis County, Texas, Into The Corporate Limits Of The City Of Lago Vista, Texas; Approving The Municipal Service Plan; Extending The Boundary Limits Of The City; Providing Findings Of Fact; Providing For Incorporation Into The Official City Boundary Map; Providing A Severability Clause; Providing A Repealer Clause; Providing For Publication; And Establishing An Effective Date.

Public hearing opened at 4:51 pm. - Public hearing closed at 4:53 pm.

Director of Development Services, Jordan Strohmeyer updates Council on this item. Council discusses the item with City Attorney, Brad Bullock.

Moved by Adam Benefield; seconded by Paul Prince to

Approve. Motion Passed: 5- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria

Voting Against: None

2. Conduct a public hearing, receive public comment, discuss, consider, and take possible action for the rezoning of approximately 4.94 Acres located at 7301 Lohman Ford Rd. from TR-1 to C2; Ordinance Number 26-06-18-03, An Ordinance Of The City Council Of The City

Of Lago Vista, Texas, Amending The Official Zoning Map Of The City Of Lago Vista By Rezoning Approximately 4.949 Acres Of Land Located At 7301 Lohman Ford Road, Legally Described As Approximately 4.94 Acres Of Lot 27, Travis Hollow, Section Two, As Recorded In Volume 78, Page 398, From Etj (Extraterritorial Jurisdiction) To C-2 (General Commercial/Retail); Providing Findings Of Fact; Providing For Incorporation Into The Official Zoning Map; Providing A Severability Clause; Providing A Repealer Clause; Providing For Publication; And Establishing An Effective Date.

[26-2964-R-REZ]

Public hearing opened at: 5:01 pm; Public hearing closed at: 5:10 pm.

Director of Development Services, Jordan Strohmeyer updates Council on the item.

Council and City Attorney, Brad Bullock discuss. Citizen Comment received by Johnny Butler.

Moved by Adam Benefield; seconded by Paul Prince to Approve The ordinance to be effective 6-19-2026.

Motion Passed: 5- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria

Voting Against: None

3. Public hearing, discussion, consideration and possible action regarding Ordinance No. 26-06-18-02 regarding an amendment to the City's Water Conversation Plan to reflect 2024 data, as required by the Texas Water Development Board (TWDB). No major changes are proposed at this time, as the plan will need to be fully updated in 2029.

Public hearing opened at: 5:11 pm; Public hearing closed at: 5:13 pm.

Director of Public Works, Ernest Rios updates Council on this item. No citizen comments.

City Council discusses the item.

Moved by Paul Prince; seconded by Norma Owen to

Approve. Motion Passed: 5- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria

Voting Against: None

IX. ACTION ITEMS

1. Consider, discuss, and take action regarding application for the use of Hot Funds by Oak Ridge Archery.

Public comments received by Mr. Snyder.

City Council and City Attorney, Brad Bullock discuss the application.

Moved by Norma Owen; seconded by Amanda Chavarria to

Approve. Motion Passed: 5- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria

Voting Against: None

2. Consider, discuss, and take action on Resolution No. 26-2212; approve a resolution authorizing the Texas Department of Transportation (TxDOT) Aviation Division to act as the City's agent for the design and reconstruction of Runway 15/33 and airfield electrical replacement improvements at Rusty Allen Airport.

Moved by Adam Benefield; seconded by Amanda Chavarria to

Approve. Motion Passed: 5- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria

Voting Against: None

3. Consider, discuss, and take action regarding appointment of a City Council member to fill the vacancy on the Development and Building Support Subcommittee established under Resolution No.'s 25-2137 and 25-2145.

Mayor Pro Tem updates Council on this item.

No Action.

4. Consider, discuss, and take action regarding the creation and appointment of members to a Public Safety Committee.

Councilor Amanda Chavarria updates Council on this item.

No Action

5. Approve the minutes of the May 28, 2026 City Council Workshop.

Moved by Norma Owen; seconded by Amanda Chavarria to Approve.

Motion Passed: 4- 0

Voting For: Mayor Saum, Adam Benefield, Norma Owen, Amanda Chavarria

Voting Against: None; Abstain: Paul Prince (due to not attending Council Workshop meeting)

X. WORK SESSION

1. Lake Travis Research, Resilience, and Ecological Tourism Initiative Discussion. *Mayor, Shane Saum updates City Council on this item.*
Citizen Comment received by David VonOhlerking.
2. Veteran Support Initiatives, Resource Fair and Potential Veterans Appreciation Month. *Mayor, Shane Saum updates Council on this item.*
Council discusses proposed Veterans Appreciation Month.

3. Discussion regarding the Bunker Bar & Grill lease agreement.
City Manager, Charles West, and Dustin Martin with the Bunker Bar & Grill update City Council on request for longer lease term and possibility to open up outside dining area. City Council discusses the proposal.
4. Budget Discussion: Including information on City office facility updates and IT updates. *City Manager, Charles West, provided an update to the City Council regarding completed and proposed City Hall projects. The Council discussed priorities and expectations for the upcoming budget process. Finance Director, Nichole Navarro, informed the Council of the Utility Department's need for additional office space. The Council continued its discussion regarding City Hall facility improvements and future space planning needs.*
5. Discussion regarding grant opportunities identified in the City grant strategy report, including Council information needs, potential project implications, and consideration of future grant resolutions required for grant application submittals. *Mayor Pro Tem updates Council on this item. Council discusses grant opportunities.*
6. Discussion regarding the Rules of Procedure and agenda preparation/formatting practices. *City Manager, Charles West discusses agenda preparation procedures with City Council. The Council discussed current agenda and meeting practices.*

XI. ITEMS OF COMMUNITY INTEREST

XII. STAFF AND COUNCIL LIAISON REPORTS

A. Routine Reports from City Staff.

City Manager Charles West informed the Council that monthly financial reports will be included to enhance financial transparency and oversight. Additional financial reporting capabilities are expected as the City's software implementation progresses.

B. Routine Reports from City Council Board/Commission/Committee Liaisons.

Council Member Chavarria provided an update from the Keep Lago Vista Beautiful Committee. The committee reported that volunteers contributed more than 380 hours of community service during May. Updates were provided on ongoing public art and sculpture projects.

Mayor Pro Tem, Norma Owen reported that the Economic Development Corporation (EDC) subcommittee met with a potential partner organization to explore opportunities for strategic partnerships and external funding for targeted development projects. A more detailed report is expected at a future EDC meeting. Mayor Pro Tem also provided an update on the Infrastructure Planning Advisory Subcommittee. Staff was commended for compiling data and information to support infrastructure planning efforts. The subcommittee's next meeting will focus on the prioritization and scheduling of Capital Improvement Program (CIP) projects to assist with upcoming budget discussions.

Council Member Benfield reported on a recent meeting at the wastewater treatment plant with representatives from a water treatment technology provider "Aquaflow" regarding filtration

options. Representatives indicated that the proposed filtration system would be compatible with the City's infrastructure and could be installed as a centralized unit.

Mayor, Shane Saum reported that the Airport Advisory Board met and discussed airport operations, maintenance, and future improvements. Board members commended airport staff for significant operational improvements. The Mayor also provided an update on federal grant funding regulations currently under consideration and noted potential impacts on local government projects.

C. Request for future agenda items.

Councilor Prince discussed priorities for upcoming City agendas, with consensus that the annual budget process and charter review should remain the highest priorities due to statutory deadlines and resource constraints. Members noted that updates to the Comprehensive Plan and Future Land Use Map (FLUM) remain important but may need to be deferred to ensure adequate attention is given to the budget and charter efforts.

Mayor Pro Tem, Norma Owen request Park Development be placed on a future agenda.

XIII. ADJOURNMENT

Mayor for a day Summer Nied adjourned the meeting at 7:18 pm.

CITY OF LAGO VISTA

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary

On a motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing instrument was passed and approved.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Shane Saum, City Council

SUBJECT: Consider, discuss, and take action on Resolution No. 26-2213; declaring August as Veterans Appreciation Month.

RECOMMENDATION: Approve Resolution No. 26-2213, as discussed at the June 18 City Council meeting.

ATTACHMENTS:
[Res. No. 26-2213 August Veterans Appreciation.docx](#)

**CITY OF LAGO VISTA, TEXAS
RESOLUTION NO. 26-2213**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, DECLARING THE MONTH OF AUGUST AS “VETERANS APPRECIATION MONTH” IN THE CITY OF LAGO VISTA; RECOGNIZING THE SERVICE AND SACRIFICES OF VETERANS OF THE UNITED STATES ARMED FORCES; ENCOURAGING COMMUNITY PARTICIPATION IN HONORING VETERANS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lago Vista is proud to be home to many veterans who have honorably served in the United States Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force, National Guard, and Reserve components; and

WHEREAS, the freedoms enjoyed by the citizens of the United States have been preserved and protected through the courage, dedication, and sacrifice of those who have served in the Armed Forces; and

WHEREAS, veterans have demonstrated extraordinary commitment to the principles of duty, honor, and service, often placing themselves in harm’s way in defense of our nation and its values; and

WHEREAS, many veterans continue their service to the community through leadership, volunteerism, public service, mentorship, and civic engagement, contributing significantly to the quality of life in the City of Lago Vista; and

WHEREAS, it is fitting and proper that the City of Lago Vista recognize and express its gratitude to all veterans and their families for the sacrifices they have made on behalf of our nation; and

WHEREAS, the City Council desires to designate the month of August as a time for residents, businesses, schools, civic organizations, and community groups to honor and celebrate the contributions and sacrifices of veterans.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:

Section 1. The City Council hereby proclaims the month of **August** as “**Veterans Appreciation Month**” in the City of Lago Vista.

Section 2. The City Council encourages all residents, businesses, schools, churches, civic organizations, and community groups to participate in activities and programs that recognize, honor, and support veterans and their families throughout the month of August.

Section 3. The City Council expresses its sincere appreciation to all veterans for their faithful service and sacrifice and recognizes their enduring contributions to the City of Lago Vista, the State of Texas, and the United States of America.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Lago Vista, Texas, on this 2nd day of July 2026.

CITY OF LAGO VISTA, TEXAS

Mayor, Shane Saum

ATTEST:

City Secretary, Robin Smith



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Ernesto Rios, Public Works

SUBJECT: Consider, discuss, and take action on Resolution No. 26-2214; authorizing the City Manager to act on behalf of the City of Lago Vista in seeking financial assistance from the Texas Water Development Board.

RECOMMENDATION: Approve Resolution No. 26-2214 authorizing the City Manager to apply for financial assistance from the Texas Water Development Board.

ATTACHMENTS:
[Res. No. 26-2214 TWBD.docx](#)

RESOLUTION NO. 26-2214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE IN AN AMOUNT NOT TO EXCEED \$10,000,000 FOR WATER SYSTEM IMPROVEMENTS AND REPAIRS; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING CERTAIN FIRMS AND INDIVIDUALS TO ASSIST WITH THE APPLICATION; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

WHEREAS, the City of Lago Vista, Texas, has identified the need for water system improvements and repairs to protect and improve the City's public water infrastructure; and

WHEREAS, the Texas Water Development Board provides financial assistance to eligible political subdivisions for water system infrastructure projects; and

WHEREAS, the City Council of the City of Lago Vista, Texas, desires to authorize the filing of an application with the Texas Water Development Board for financial assistance in an amount not to exceed \$10,000,000 for water system improvements and repairs; and

WHEREAS, the City Council further desires to designate an authorized representative to act on behalf of the City in connection with the preparation, filing, and processing of the application and any related documents required by the Texas Water Development Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:

SECTION 1. That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$10,000,000 to provide for the costs of water system improvements and repairs, including planning, acquisition, design, engineering, construction, inspection, testing, legal, financial, administrative, and other eligible project costs related thereto.

SECTION 2. That Charles West, serving as City Manager, is hereby designated as the authorized representative of the City of Lago Vista, Texas, for purposes of furnishing such information and executing such documents as may be required in connection with the preparation, filing, and processing of the application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and to appear on behalf of and represent the City of Lago Vista, Texas, before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Esther Young, Tijerina Financial Consulting, LLC

Engineer: Will Pena, Baxter and Woodman Consulting Engineers

Bond Counsel: Bart Fowler, mphlegal

SECTION 4. That the City Council finds that the financial assistance requested from the Texas Water Development Board is necessary and appropriate to assist the City in financing water system improvements and repairs.

SECTION 5. That this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Lago Vista, Texas, this the 2nd day of July 2026

CITY OF LAGO VISTA, TEXAS

Mayor, Shane Saum

ATTEST:

City Secretary, Robin Smith



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Charles West, City Manager

SUBJECT: Consider, discuss, and take action on Resolution No. 26-2215 nominating a person for the TML Intergovernmental Risk Pool Board of Trustees.

RECOMMENDATION: Approve Resolution No. 26-2215 - Nomination for TMLIRP Board of Trustees. This must be submitted by August 2nd.

ATTACHMENTS:

[Correspondence TMLIRP.pdf](#)

[Resolution No.26-2215 TML Nominations.docx](#)



June 17, 2026

TO: All TML Intergovernmental Risk Pool Members
FROM: David Reagan – TMLIRP Board Secretary
RE: Nominations to the Board of Trustees of the Texas Municipal League
 Intergovernmental Risk Pool

It's time for nominations to fill four positions on the TML Intergovernmental Risk Pool Board of Trustees. The Board is comprised of fifteen voting members, twelve of whom are elected by the Pool's membership to serve staggered, six-year terms.

- **WHO/WHAT:** Every even-numbered year, the term of office for one-third of the elected Trustees expires, and an election is held to fill those designated Places. Terms for Trustees in Places 1 – 4 expire October 1, 2026. (Place 5 is an appointed, rather than elected, public member.) Those places are currently held by the following individuals:

-
- Place 1 – J.W. “Buzz” Fullen, Commissioner, Henderson Housing Authority
 - Place 2 – Emily Crawford, City Manager, Abilene
 - Place 3 – David Rutledge, Mayor, Bridge City
 - Place 4 – Austin Bleess, City Manager, Jersey Village

The composition of the entire Board is on the back of this notice. Eligibility requirements for Places 1 - 4 are as follows:

- Place 1 – Elected official or employee of any Pool Member
 - Places 2, 3, & 4 – Only elected officials or employees of a municipality that is a Pool Member
- **WHEN:** Nominations must be received by the Board Secretary at the address below by 11:59 p.m. on Friday, August 2, 2026.
 - **WHERE/HOW:** Each Board member is elected to a designated Place on the Board, and all nominations must show WHICH of the Places – 1, 2, 3, or 4 – for which the nomination is made. (No residency or other requirement applies.) The governing body of each Member of the Pool may nominate one qualified person for the election. Nominations must be mailed to the Board Secretary, with a short biographical sketch of the nominee and showing the designated Place for which the nomination is made, to the following address:

Trustee Nomination
 Board Secretary
 P. O. Box 149194
 Austin, Texas 78714-9194

The Board Secretary will distribute a ballot to each Pool Member by August 17, 2026. Questions? Contact David Reagan, Board Secretary, at 512-491-2300.

Current Texas Municipal League Intergovernmental Risk Pool Board of Trustee Members and the date their terms expire include:

Place 5 (Oct. 1, 2026)

Bert Lumbreras, Chair
Appointed Public Member

Place 10 (Oct. 1, 2028)

Michael Alexander
Appointed Public Member

Place 4 (Oct. 1, 2026)

Austin Bleess, Vice Chair
City Manager, City of Jersey Village

Place 11 (Oct. 1, 2030)

Randy Criswell,
City Manager, City of Wolfforth

Place 1 (Oct. 1, 2026)

J.W. "Buzz" Fullen
Commissioner, Henderson Housing Authority

Place 12 (Oct. 1, 2030)

Allison Heyward
Councilmember, City of Schertz

Place 2

Emily Crawford (Oct. 1, 2026)
City Manager, City of Abilene

Place 13 (Oct. 1, 2030)

Harlan Jefferson
Deputy City Manager, City of Burleson

Place 3 (Oct. 1, 2026)

David Rutledge
Mayor, City of Bridge City

Place 14 (Oct. 1, 2030)

Mike Land
City Manager, City of Coppell

Place 6 (Oct. 1, 2028)

Kimberly Meismer
Assistant City Manager, City of Kerrville

Place 15 (Oct. 1, 2030)

Rickey Childers
Appointed Public Member

Place 7 (Oct. 1, 2028)

Mary M. Dennis
Mayor, City of Live Oak

TML Representative

Holly Gray
Mayor Pro Tem, City of Roanoke

Place 8 (Oct. 1, 2028)

Chris Coffman
City Manager, City of Granbury

TML Representative

Monty Wynn
Executive Director, Texas Municipal League

Place 9 (Oct. 1, 2028)

Opal Mauldin-Jones.
City Manager, City of Lancaster

RESOLUTION 26-2215

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA
NOMINATING COUNCIL MEMBER _____ TO BE PLACED ON THE
BALLOT OF THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK
POOL BOARD OF TRUSTEES - PLACE ____.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF LAGO VISTA, TEXAS:**

THAT, the City Council of the City of Lago Vista, Texas, hereby nominates Council Member
_____ to be placed on the ballot of the Texas Municipal League Intergovernmental
Risk Pool Board of Trustees, Place ____.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 2nd day of July 2026.

Shane Saum, Mayor

ATTEST:

Robin Smith, City Secretary



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Shane Saum, City Council

SUBJECT: Consider, discuss, and take action regarding participation in the Travis County Community Development Grant Program and authorize the City Manager or Mayor to execute all necessary agreements and related documents.

RECOMMENDATION: Approve the City of Lago Vista's participation in the Travis County Community Development Grant Program and authorize the City Manager to execute the agreement and related documents required for participation by August 4, 2026.

ATTACHMENTS:

[agreement.docx](#)
[HUD_424-B.pdf](#)

**COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATION AGREEMENT BETWEEN
TRAVIS COUNTY AND
THE CITY OF LAGO VISTA**

This Community Development Block Grant ("CDBG") Cooperation Agreement ("Agreement") is entered into by and between Travis County ("County") a political subdivision of the State of Texas, and the City of Lago Vista, Texas ("City") (which term shall also include a village, if applicable), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health and Human Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Development Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a CDBG grant program pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the rules and regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Regulations").

County has been designated an "Urban County" by HUD, entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three (3) years.

County has the authority to administer or otherwise engage in community and economic development projects authorized under HUD and authorized by Title I of the Act or under any federal law creating community development and economic development programs (including Texas Local Government Code, Chapter 381).

County has received and is responsible for administration of grant funds made available through the Act.

County has received certain funds from HUD under the Act for utilization in connection with its CDBG program.

Department is the County's designated administrator for HUD grants governed by regulation codified under Title 24, Code of Federal Regulations.

County has adopted Annual Action Plans for HUD as part of its Consolidated Plan.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperation agreements, County has the authority to carry out activities funded from annual CDBG allocations for Federal Fiscal Year 2027 through 2029 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperation agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

City desires to become a participating unit of general local government in connection with Travis County's Urban County CDBG program ("County's Program").

County desires that City becomes a participating unit of general local government in connection with County's Program.

County and City agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the Parties under the following terms:

1.0 GENERAL PROVISIONS

1.1 County Authority. This Agreement gives County authority to undertake, or assist in undertaking, activities that will be funded from the CDBG program and from any program income generated from the expenditure of such funds.

1.2 City/County Cooperation. County and City agree to cooperate, to undertake or to assist in undertaking essential community development and housing assistance activities.

1.3 Programs. This Agreement covers the following formula funding program administered by HUD where County is awarded and accepts funding directly from HUD: the CDBG Entitlement program and, where applicable, the HOME Investment Partnerships ("HOME"), and Emergency Shelter Grants ("ESG") Programs.

1.4 Recitals. The Parties agree that the information in the Recitals is true and correct and a part of this Agreement.

1.5 Authorization. By signature of this Agreement, the governing bodies of County and City authorize this Agreement.

2.0 TERM

2.1 Effective Period. This Agreement is effective the date it is signed by both Parties, and remains in effect until CDBG (and where applicable, HOME and ESG) funds and program income received for Federal Fiscal Years 2027, 2028, 2029 and to any successive qualification periods provided through the automatic renewal of this Agreement, as described in Section 2.2, are expended and the funded activities are completed. Neither County nor City may terminate, withdraw, or be removed from this Agreement while the Agreement remains in effect.

2.2 Renewal. The Parties understand and agree that this Agreement will automatically be renewed for participation for one successive three-year qualification period, Federal Fiscal Years 2030, 2031, and 2032, unless County or City provides written notice to the other Party that it elects not to participate in a new qualification period.

2.3 Notice to Participate. County will notify City by letter pursuant to Section 2.3.1 of this Agreement of its right not to participate in the County's Program by the date specified on the HUD Exchange for a new qualification period. City will notify County by letter pursuant to Section 2.3.1 of this Agreement no later than the date specified in County's notification that City elects not to participate in the County's Program for a new qualification period. County will send copies of all notifications required by this Section 2.3 to the HUD Field Office by the date specified on the HUD Exchange Urban Counties website.

2.3.1 Notice. Official notice pursuant to this Agreement, including, but not limited to amendments or changes applicable for a subsequent three-year urban county agreement shall be sent by letter through certified mail or email, as applicable:

For City:

Shane R. Saum
Mayor
City of Lago Vista
5803 Thunderbird Street
Lago Vista, TX 78645
(if applicable) mayor@lagovistatexas.gov

For County:

Pilar Sanchez
County Executive, Health and Human Services
P.O. Box 1748
Austin, Texas 78767
(if applicable) Pilar.Sanchez@traviscountytexas.gov

2.4 Amendment to Qualification. County and City agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new qualification requirements, when applicable. Failure by either Party to adopt such an amendment to the Agreement, and to submit such amendment to HUD, will void the agreement for such qualification period.

3.0 COUNTY RESPONSIBILITIES AND AGREEMENTS

3.1 Fair Housing Certification. County will not fund activities in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

3.2 Subrecipient Agreements. Prior to disbursing any CDBG program funds to a subrecipient, County will sign a written agreement with such subrecipient.

3.3 Program Requirements. County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income.

4.0 CITY RESPONSIBILITIES AND AGREEMENTS

4.1 City Election to Participate. City, by executing this Agreement, gives notice of its election to participate in County's Program.

4.2 City Limitation.

4.2.1 No Application. By executing this Agreement, City understands and agrees that it may not apply for grants under the State CDBG Program from appropriations for the federal fiscal years during the period in which it is participating in County's Program.

4.2.2 No Other Participation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the HOME Program only through County; that City will not participate in a HOME consortium except through County, regardless of whether or not County receives a HOME formula allocation; and that if County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments.

4.2.3 Allocation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the ESG Program only through County if County receives an ESG formula allocation. This does not preclude County or City from applying to the State for ESG funds, if the State allows.

4.3 Income Report. City agrees to inform County of any income generated by the expenditure of CDBG funds received and that any such program income must be paid to County to be used for eligible activities in accordance with all CDBG program requirements.

4.4 City Policies. City agrees that it has adopted and will maintain and enforce: a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent, civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrances to or exit from a facility or location which is the subject of such non-violent, civil rights demonstrations within the jurisdiction.

4.5 Request for Inclusion. City supports the application for and receipt of funding from the Act, as amended, by County, and asks that its population be included for three successive years (or the remaining term of the Grant period for County, if less than three years) with that of County to carry out Community Development Program Activities Eligible for Assistance under Title I of the Housing and Community Development Act of 1974, as amended., and authorizes the Mayor of City to sign such additional forms as requested by HUD pursuant to the purposes of this Agreement.

4.6 Final Responsibility. City understands that County will have final responsibility for selecting CDBG (and, where applicable, HOME and ESG) projects, submitting the Consolidated Plan to HUD and filing annual grant reports and requests.

4.7 Fair Housing Support. City agrees that CDBG funding for activities in, or in support of City are prohibited if City does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification.

4.8 City Plan. City will develop a community development plan for the period of this Agreement which identifies community development and housing needs, enumerated as eligible activities under 42 U.S.C. Sec. 5305, and specifies both short and long-term community development objectives.

4.9 Subrecipient Requirements. In accordance with 24 CFR 570.501(b), City agrees that City is subject to the same requirements applicable to subrecipients, including the requirement of a written

agreement as described in 24 CFR 570.503.

4.10 Good Faith Performance. City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient agreements. City further agrees that it will fully cooperate with County in all things required and appropriate to comply with the provisions of any grant agreements received by County pursuant to the Act and its Regulations.

4.11 Citizen Participation. City agrees to comply with applicable federal citizen participation requirements, including those in 24 CFR 570.301.

4.12 City Records. City agrees to maintain records of activities for any projects undertaken pursuant to the program and said records shall be open and available for inspection by auditors assigned by HUD and/or County on reasonable notice during the normal business hours of City.

4.13 HUD Form. City agrees to execute Attachment A, HUD 424-B, Assurances and Certifications.

5.0 JOINT RESPONSIBILITIES AND AGREEMENTS

5.1 Certification Compliance. County and City will comply with the applicable provisions of the Act and those federal regulations promulgated by HUD pursuant to the Act, as the same currently exists or as may be amended. County and City shall take all actions necessary to ensure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. County and City shall also take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

5.2 County Requirements. In accordance with 24 CFR 570.501(b), the Parties agree that Travis County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income, and that, in the event of close-out or change in status of City, any program income that is on hand or received subsequent to such close-out or change in status, shall be paid to County; and that the use of designated public agencies, subrecipients or contracts does not relieve Travis County of the responsibility for ensuring that CDBG funds are used in accordance with all program requirements.

5.3 Adequacy of Performance. The Parties agree that Travis County is responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in 24 CFR 570.910; and that, where a city is participating with, or as part of Travis County Urban County, as a participating unit, or as part of a metropolitan city, the County is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five-year period identified under 24 CFR 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date the subrecipient agreement expires.

5.4 Compliance. County and City will take all actions necessary to assure compliance with County's certifications required by Section 104(b) of Title I of the Act. County and City will comply with the provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-Gonzales National Affordable Housing Act (Public Law 101-635); Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Section 4630, et seq.); and other federal or state statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

5.5 Consolidated Plan. The Parties agree that no provision of this Agreement may be interpreted to provide for veto or other restriction that would allow any Party to obstruct the implementation of the approved Consolidated Plan during the period covered by the Agreement.

5.6 Authorization. By executing this Agreement, the County Commissioners Court and governing body of City authorize this Agreement and the execution of this Agreement by the appropriate official.

5.7 Transfer of Funds. The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76).

6.0 MISCELLANEOUS TERMS

6.1 INDEMNIFICATION. CITY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS AUTHORIZED OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY ARISING FROM CITY ACTS, ERRORS OR OMISSIONS AND FOR ANY COSTS OR EXPENSES INCURRED BY COUNTY ON ACCOUNT OF ANY CLAIM THEREFORE. CITY SHALL PROMPTLY NOTIFY COUNTY BY LETTER OR EMAIL PURSUANT TO SECTION 2.3.1 OF THIS AGREEMENT OF THE OCCURRENCE OF ANY SUCH CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY. CITY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY LIABILITY, CLAIMS, LOSSES, DEMANDS AND ACTIONS INCURRED BY COUNTY AS A RESULT OF THE DETERMINATION BY HUD OR ITS SUCCESSOR THAT ACTIVITIES UNDERTAKEN BY CITY FAIL TO COMPLY WITH ANY LAWS, REGULATIONS OR POLICIES APPLICABLE THERETO OR THAT ANY FUNDS BILLED BY AND DISBURSED TO CITY UNDER THIS AGREEMENT WERE IMPROPERLY EXPENDED.

6.2 Entire Agreement. It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties.

6.3 Severability. Each provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

6.4 Assignment. Neither Party will assign any of the rights or duties under this Agreement without the prior written approval of the other Party.

6.5 Binding Agreement. This Agreement shall be binding upon the successors, assigns, administrators and legal representatives of the Parties.

6.6 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement will be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County, Texas.

6.7 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

6.8 Conflict of Interest. City shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City, or member of City's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

6.9 Gratuities. City agrees that City has not and will not accept gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. City will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

6.10 Nepotism. City agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

[Signature Page to Follow]

TRAVIS COUNTY

By: _____
Andy Brown
Travis County Judge
Chief Executive Officer, Travis County
Date: _____

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities.

By: _____
Assistant County Attorney
Date: _____

CITY OF _____

By: _____
Authorized Representative and
Chief Executive Officer
Printed Name: _____
Title: _____
Date: _____

Attachment A
HUD 424-B, Assurances and Certifications

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

*Title:

*Applicant/Recipient Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant

will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Charles West, Finance

SUBJECT: Consider, discuss, and take action authorizing the City Manager to enter into an agreement with MVBA for the collection of delinquent utility accounts.

RECOMMENDATION: Authorize the City Manager to execute agreement with MVBA to provide collection services for delinquent utility accounts. MVBA currently provides collection services for delinquent fines on behalf of the Lago Vista Municipal Court.

ATTACHMENTS:
[MVBA.pdf](#)

**CONTRACT FOR THE COLLECTION
OF
DELINQUENT ACCOUNTS RECEIVABLE**

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

THIS CONTRACT is made and entered into by and between the **CITY OF LAGO VISTA, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP**.

I.

The City agrees to retain and does hereby retain **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP** to provide services related to the collection of delinquent accounts receivable, including, but not limited to, delinquent utility bills; emergency medical services; and the cost incurred by the City or authorized by the City Code to be imposed by the City to bring any property into compliance with the City Code including, assessments for the mowing of vacant lots, removal of trash and debris from vacant lots, demolition of substandard structures and abatement of other nuisances by the City ("Delinquent Accounts Receivable") pursuant to the terms and conditions described herein. MVBA, LLC may use its dba, Accounts Receivable Collections Group, on collection notices and telephone communications with debtors. The City authorizes MVBA, LLC to execute all documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of delinquent accounts receivable that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding delinquent accounts receivable and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract Delinquent Accounts Receivable shall be considered delinquent and referred to MVBA, LLC when not timely paid in accordance with any applicable contract, ordinance or statute providing for the payment of the underlying debt.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA, LLC with copies of, or access to, the information and documentation necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The City shall furnish the information to MVBA, LLC by electronic transmission, magnetic medium.

III.

MVBA, LLC shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA, LLC within ten (10) days of the receipt for the request for verification of the debt, copies of all records which will verify the debt which in turn will be forwarded to the debtor by MVBA, LLC. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

IV.

Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to make a recommendation to the City to take legal action to collect a Delinquent Accounts Receivable or represent the City in any dispute or challenge of its collection authority. Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to institute civil legal proceedings on behalf of the City, including seeking writs of execution to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed including the costs for service of citation. MVBA, LLC may also, after consultation and agreement by both parties, employ an attorney, at its expense, file proofs of claims in the United States Bankruptcy Court on behalf of the City for Delinquent Accounts Receivable.

V.

MVBA, LLC shall forward all cashier checks or money order payments made payable to the City and any correspondence from debtor directly to the City. Cashier checks or money order payments made payable to MVBA, LLC will be deposited daily into the MVBA, LLC Trust Account. MVBA, LLC may also collect the amount due from the debtor by credit card or electronic draft which is deposited directly into the MVBA, LLC Trust Account. MVBA, LLC may set up payment arrangements and accept partial payments on any delinquent accounts receivable. MVBA, LLC shall remit to the City all payments received into the MVBA, LLC Trust Account weekly, along with an invoice detailing the account number, name of debtor, amount paid to MVBA, LLC or City, MVBA, LLC fee percentage and fees earned for each account.

VI.

MVBA, LLC shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA, LLC's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, LLC, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

VII.

For the collection of Delinquent Accounts Receivable in which the data files are transmitted to MVBA, LLC by electronic media, the City agrees to pay to MVBA, LLC as compensation for services provided, pursuant to this contract, a fee of thirty percent (30%) of the amount of the Delinquent Accounts Receivable collected.

All compensation shall become the property of MVBA, LLC at the time of payment. The City shall pay to MVBA, LLC said compensation on a monthly basis by check or ACH.

VIII.

The City recognizes and acknowledges that MVBA, LLC owns all right, title and interest in certain proprietary software that MVBA, LLC may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA, LLC the right to use and incorporate any information provided by the City ("account or debtor information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA, LLC agrees that it will not share or disclose any specific confidential account or debtor information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA, LLC shall have the right to use account or debtor information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain account or debtor information. These aggregate statistics are owned solely by MVBA, LLC and will generally be used internally, but may be shared with MVBA, LLC's affiliates, partners or other third parties for purposes of improving MVBA, LLC's software and services.

MVBA, LLC and the City agrees that collection activity will not continue or commence on any accounts that are time-barred by the four-year statute of limitations in accordance with Section 16.004(a)(3) of the Texas Civil Practice and Remedies Code. MVBA, LLC and the City agree that the time-barred accounts will be returned to the City. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

MVBA, LLC reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IX.

The initial term of this contract is **five years, beginning on the first day of the month following the execution of this contract by both parties**, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least sixty (60) days prior to each anniversary date of this contract.

In the event that either party terminates this contract, MVBA, LLC shall be entitled to continue its collection activity on all accounts previously referred to MVBA, LLC for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA, LLC. The City may, at its discretion, refer additional accounts to MVBA, LLC after MVBA, LLC have received notice of termination. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA, LLC.

Interlocal Agreement

MVBA, LLC agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City.

X.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA, LLC by certified United States mail to the following address:

MVBA, LLC, dba Accounts Receivable Collections Group.
 Attention: Steven W. Whigham
 P.O. Box 849
 Round Rock, Texas 78680

or delivered by hand or by courier, and addressed to 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Lago Vista, Texas
 Attention: City Manager
 5803 Thunderbird St., Suite 101
 Lago Vista, Texas 78645

XI.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Travis County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

In accordance with the requirements of Chapters 2273.003, 2274.001, and 2276.002, Texas Government Code, the signatory executing this contract on behalf of MVBA does hereby verify that MVBA (1) does not and will not have a practice, policy, or directive that discriminates against a firearm entity or firearm trade association, (2) does not and will not boycott or discriminate against energy companies, and (3) does not and will not provide abortion services or affiliate with an abortion provider, during the term of this contract.

XII.

In consideration of the terms and compensation herein stated, MVBA, LLC hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2026.

CITY OF LAGO VISTA, TEXAS

City Manager

MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP

Matthew Tepper
Manager



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Shane Saum, City Council

SUBJECT: Discussion on the lower ball field lease with the Lago Vista Independent School District (LVISD.)

ATTACHMENTS:
[Interlocal LVISD.pdf](#)
[Lease LVISD.pdf](#)

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**INTERLOCAL COOPERATION AGREEMENT
 BETWEEN THE CITY OF LAGO VISTA AND THE
 LAGO VISTA INDEPENDENT SCHOOL DISTRICT**

This INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LAGO VISTA AND THE LAGO VISTA INDEPENDENT SCHOOL DISTRICT (this "Agreement") is executed as of this the 22 day of October 2012, by and between the Board of Trustees of the Lago Vista Independent School District, a governmental district and political subdivision of the State of Texas (the "District"), and the City of Lago Vista, Texas, a home-rule municipal corporation organized under the laws of the State of Texas (the "City"), acting by and through their duly authorized representatives.

WHEREAS, the District owns land and improvements, the "District Land" as described in the document attached hereto and incorporated herein for all purposes as Exhibit "A";

WHEREAS, the District has issued bonds for the purpose of developing sports facilities on the District Land to include baseball and softball fields, tennis courts, practice fields, and related infrastructure and improvements¹ ("the Recreational Facilities") as further described in the document attached hereto and incorporated herein for all purposes as Exhibit "B";

WHEREAS, subject to the availability of funding, the City desires to participate in the cost of developing the Recreational Facilities in exchange for the District constructing and paying for the construction of the Recreational Facilities, granting the public the right to use the Recreational Facilities, subject to availability, and in exchange for the District agreeing to an exclusive lease to the City of a certain improved sports field (baseball) tract ("the Tract") described in the Lease attached hereto and incorporated herein as Exhibit "C" ("the Lease") for use as part of the City's sport complex;

WHEREAS, the City Council finds this use of City funds to be for the benefit of the citizens of the City and consistent with the lawful purpose of providing recreational facilities for public use;

WHEREAS, the Board of Trustees of the District has determined that the Tract will no longer be necessary to the operation of the District upon completion of the Recreational Facilities;

WHEREAS, the Board of Trustees finds that developing the Recreational Facilities, providing the public use of the Recreational Facilities, and lease of the Tract to the City in

¹ The term Recreational Facilities does not include any gymnasium or performing arts center which may be built by the District.
 Interlocal Cooperation Agreement

exchange for the City's participation in the cost of development of the Recreational Facilities will provide valuable and continuing benefits to the District, its programs and students and will serve a lawful purpose of the District, and that the terms of the lease of the Tract provide sufficient control over the real property leased so as to ensure that the public purposes set forth herein will be fulfilled;

WHEREAS, the District desires to design, construct, maintain and operate the Recreational Facilities, to allow the public use of the Recreational Facilities, subject to reasonable availability, and to lease the Tract to the City for its use in the City's sport complex; and

WHEREAS, subject to the receipt of funds for this project, the City and the District now desire to enter into an agreement providing for development, cost participation, and shared use of the Recreational Facilities and lease of the Tract to the City;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the District and the City, the parties contract, covenant and agree as follows:

ARTICLE 1. PERFORMANCE BY THE CITY

Section 1.01. Financial Participation By City. In consideration for the District constructing and paying its portion of costs for constructing the Recreational Facilities, leasing the Tract to the City, opening the Recreational Facilities to the public, and other consideration set forth herein, the City shall participate financially in the cost of construction of the Recreational Facilities up to a maximum total amount of \$324,919.00 ("Total Amount"), to be paid from funds currently available in the City's Parkland Dedication (or Park Fees) Fund.

Section 1.02. Timing of Payment By City. The City's financial contribution shall be paid within thirty days (30 days) of the execution of this Agreement and the execution of the Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements.

Section 1.03. Use Agreement. Upon the execution and delivery of this Agreement by the District to the City, the City shall execute and deliver to the District the Use Agreement attached hereto and incorporated herein for all purposes as Exhibit "D".

Section 1.04. Purpose of Use. The City will use the Tract for the purpose of park and recreational land upon receipt of the fully executed copy of this Agreement, the execution of the Lease from Exhibit "C" and transition of the leased Tract to the City, and the District's final completion of construction of the Recreational Facilities and opening of the Recreational Facilities to the public.

ARTICLE 2. PERFORMANCE BY THE DISTRICT

Section 2.01. Lease Agreement. The District hereby agrees to lease the Tract to the City, subject to the terms of this Agreement for an annual lease amount of one dollar and no cents, (\$1.00.) and for a minimum term of twenty (20) years. The District will execute and deliver to the City within sixty (60) days of the execution of this Agreement the Lease for the Tract in the form attached hereto and incorporated herein as Exhibit "C".

Section 2.02. Design and Construction of Recreational Facilities by District. The District will during the Initial Term of this Agreement, develop a site plan for Recreational Facilities as set forth in Exhibit "B" hereto. The District shall contract with a licensed engineer or architect for the layout and design of the Recreational Facilities. The District will require that the licensed engineer or architect design the tennis courts in accordance with all applicable University Interscholastic League regulations, in effect as of the date of the contract with the engineer or architect, governing the size, marking, and layout for facilities used for sanctioned University Interscholastic League competitions.

Section 2.03 Construction of Recreational Facilities. The District will cause the construction to be inspected and substantially completed within thirty six (36) months after the effective date of this Agreement. The time limits set forth in this paragraph are essential elements of this Agreement.

Section 2.04. Delay by the District. If the District fails to timely complete the layout, design, plans, and specifications for the Recreational Facilities, or fails to construct the Recreational Facilities as herein provided, or if such construction is delayed and the District fails to diligently pursue construction and completion of the Recreational Facilities, the City shall not be obligated to pay any further amounts owed under this Agreement unless and until the Recreational Facilities are completed and may, at the City's option, terminate this Agreement and require a refund pursuant to Section 4.02 below.

Section 2.05. Use Agreement. Upon the execution and delivery of this Agreement by the City to the District, the District shall execute and deliver to the City the Use Agreement attached hereto and incorporated herein for all purposes as Exhibit "D"

Section 2.06. Use by the Public. ". The parties intend that the Use Agreement and the Lease contemplated in Exhibit "C" are supplemental agreements to this Agreement and the consideration set forth in this Agreement shall apply to both the Use Agreement and the Lease. In the event the District fails to allow use of the Recreational Facilities by the public during the term of this Agreement, subject to reasonable availability restrictions by the District, the City may terminate this Agreement and the District shall refund the payments made by the City pursuant to this Agreement.

ARTICLE 3.
RIGHTS, USE, AND MAINTENANCE OF FACILITIES

Section 3.01. In accordance with this Agreement, The City shall retain exclusive rights to the Tract and any improvements thereto.

Section 3.02. The District shall retain title to and ownership of the following land and facilities that are available for public access,

New Tennis Courts
 New Practice Football Field
 Practice Field at Sisemore
 Sisemore Field
 New Softball Field
 New Baseball Field
 Existing Baseball Field

Section 3.03. The following fields will be managed and maintained by the District at the District's cost. The District shall have primary rights to use of these facilities. The City will have access to and rights to use of these facilities subject to reasonable availability. Terms of use are set forth in the shared use agreement attached hereto as Exhibit "D".

New Tennis Courts
 New Practice Football Field
 Practice Field at Sisemore
 Sisemore Field
 New Softball Field
 New Baseball Field

Section 3.04. The Tract, including the current baseball and softball fields, will be managed, used, and maintained by the City at the City's cost (following execution of this Agreement).

Section 3.05. It is expressly understood that that City of Lago Vista shall accommodate adult use on the existing baseball and softball field and that any use of the new softball and baseball field shall be restricted to youth groups.

ARTICLE 4.
TERM OF AGREEMENT AND RENEWAL

Section 4.01. Initial Term of Agreement. The initial term of this Agreement shall begin on September 1, 2014, and shall continue for a term of twenty years (the "Initial Term").

Section 4.02. Early Termination. Notwithstanding any other provision hereof, in the event one party gives the other party written notice that the party is unable to obtain the financing described above, or alternate financing acceptable to the District and the City, this Agreement shall be terminated as of the date of such written notice. In the event of termination of this Agreement for any reason, or upon the Recreational Facilities being permanently closed to the public for any reason, the District shall refund to the City the Total Amount paid to the District by the City under this Agreement and neither party shall have any continuing obligation to the other.

Section 4.03. Renewal and Extension. Unless otherwise terminated under the terms hereof, this Agreement will automatically renew for an additional ten year term upon the expiration of the Initial Term or any extension thereof for a maximum Term of fifty years. As used in this Agreement, the word "Term" shall mean and include the Initial Term and the Initial Term as renewed and extended from time to time.

ARTICLE 5. **INSURANCE AND INDEMNIFICATION**

Section 5.01. Governmental Functions. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The City shall have no obligation with respect to the design and construction of the Recreational Facilities. The District shall be solely responsible for the design, construction and maintenance of the Recreational Facilities. With respect to the post-completion use of the Recreational Facilities the City shall be solely responsible for all risks arising with respect to the use of and activities on the Recreational Facilities in conjunction with City sponsored events and programs, and the District shall be responsible for all risks arising with respect to the use of and activities on the Recreational Facilities in conjunction with District sponsored events, programs and uses. The relationship of the City and the District shall be that of independent contractors.

Section 5.02. City Insurance and Indemnification. The District shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the City, or for or with respect to the Tract or the Recreational Facilities, and the City covenants and agrees that:

(a) The City shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the City or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the City pursuant to this Agreement;

(b) The City shall be solely responsible for procuring and maintaining in effect any insurance coverage it may, in its sole discretion, deem necessary or appropriate to protect its interests;

(c) The City shall have no liability, duty or responsibility for or with respect to any claim or cause of action that arises from the actions or omissions of the District, its agents, officers, employees and subcontractors, and any claim or cause of action that results from, out of, or with respect to use of the Tract or the Recreational Facilities by the District, or its agents, officers, employees and students; or with respect to the design, development and construction of the Recreational Facilities by the District, or its agents, officers, employees and contractors.

Section 5.03. District Insurance and Indemnification. The City shall have no liability whatsoever for the actions of, or failure to act by, any officers, employees, subcontractors, agents or assigns of the District, or for or with respect to the use of the Tract and Recreational Facilities by the District, and the District covenants and agrees that:

(a) The District shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the District or its agents, officers, employees and subcontractors, while performing any function or undertaking any use of the Tract and the Recreational Facilities;

interests;

(c) The District shall have no liability, duty or responsibility for or with respect to any claim or cause of action that arises from the actions or omissions of the City, its agents, officers, employees and subcontractors, and any claim or cause of action that results from, out of performance under this Agreement by the City, or its agents, officers, employees and contractors.

ARTICLE 6. MISCELLANEOUS

Section 6.01. Policy Making Authority. The District shall have exclusive control, supervision and policy making authority for and with respect to the District Land (exclusive of the Tract) and the Recreational Facilities, save and except that the City shall control, operate and plan the use of the land and the Recreational Facilities for and during the periods and times the land and Recreational Facilities are set aside in the Use Agreement for the use and benefit of the City.

Section 6.02. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the District or the City, except with respect to the Tract and the Recreational Facilities as specifically set forth herein. This Agreement does not and shall not be interpreted to limit or extend any governmental authority or discretion except as specifically set forth herein.

Section 6.03. Jurisdiction. Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of either the City or the District except as necessary to give effect to this Agreement. All the governmental functions and services of the City shall be and

remain the sole responsibility of the City. All governmental services and functions of the District shall be and remain the sole responsibility of the District.

Section 6.04. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or the District nor to create any legal rights or claim on behalf of any third party. Neither the District nor the City waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 6.05. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the City and the District and authorized by both governing bodies.

Section 6.06. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. As an exception to the foregoing sentence, the parties agree that if any provision is held invalid or unenforceable which negates any portion of the requirements in this Agreement that the District lease the Tract to the City, construct the Recreational Facilities, and allow public access to the Recreational Facilities, the City may, at the City's option terminate this Agreement early and require a refund in accordance with Section 4.02 above.

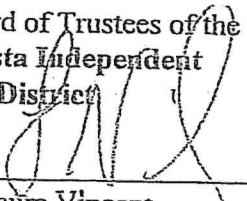
Section 6.07. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 6.08. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

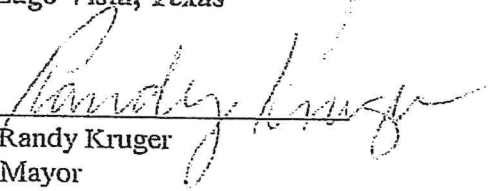
Section 6.09. Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date first written above.

The Board of Trustees of the
Lago Vista Independent
School District

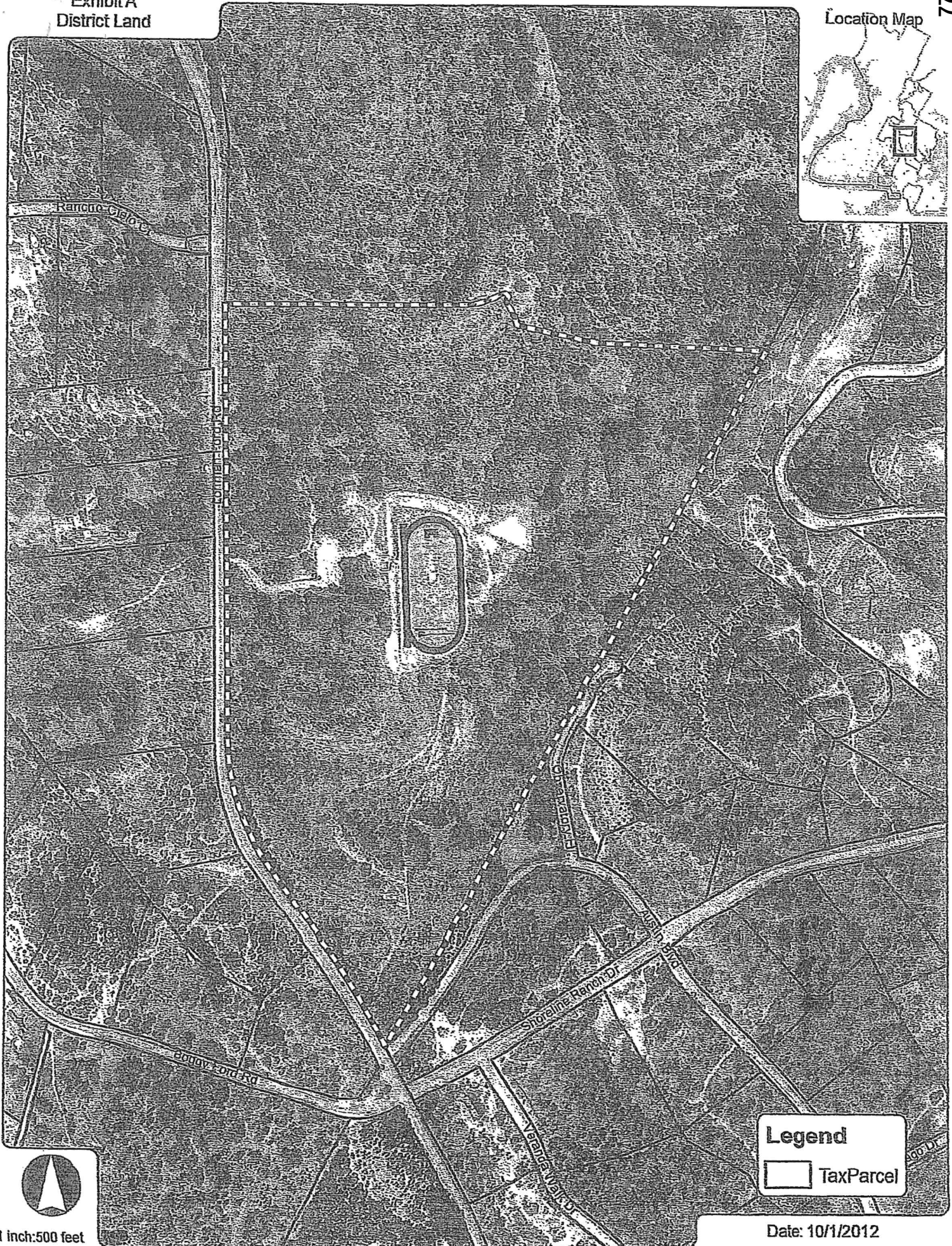
By: 
Name: Laura Vincent
Title: President

City of Lago Vista, Texas

By: 
Name: Randy Kruger
Title: Mayor

EXHIBITS TO INTERLOCAL COOPERATION AGREEMENT

Exhibit "A"	Document describing District Land
Exhibit "B"	Document describing Recreational Facilities
Exhibit "C"	Lease for the Tract
Exhibit "D"	Use Agreement



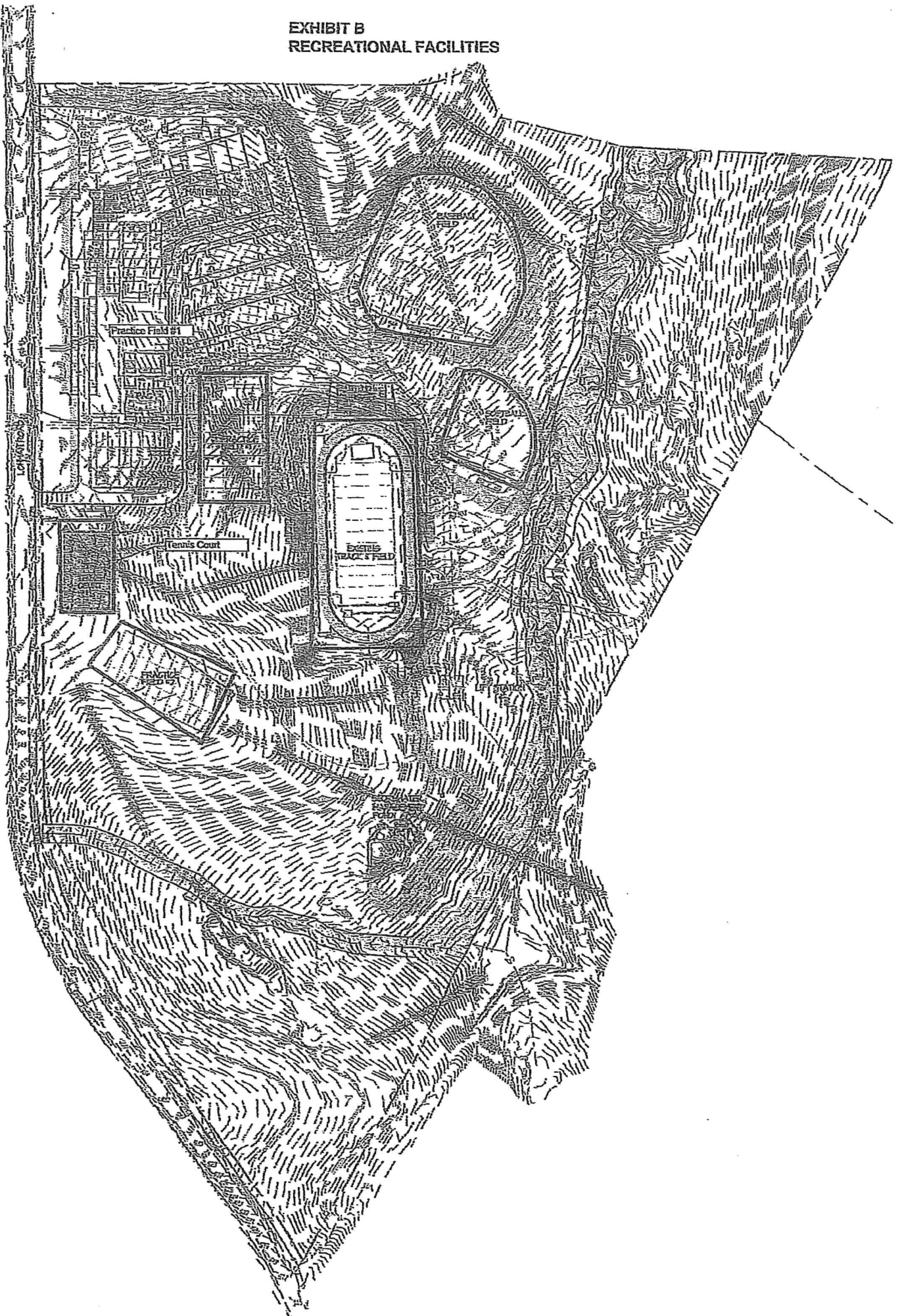
1 inch:500 feet

Legend

 Tax Parcel

Date: 10/1/2012

EXHIBIT B
RECREATIONAL FACILITIES



na
na

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of Sept 1 2014, 2012 by and between Lago Vista Independent School District ("Landlord"), and the City of Lago Vista, Texas ("Tenant").

1. **Demise of Leased Premises.** In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth herein, the leased premises more particularly described as: the existing baseball field located at Bar K Ranch Road, Lago Vista.
2. **Use of Leased Premises.** Tenant shall use the Leased Premises for the purpose of operating the Tenant's sports facilities.
3. **Lease Term.** The term of this Lease shall commence upon execution of the Interlocal Cooperation Agreement and the Interlocal Agreement Regarding Construction of Water and Wastewater System Improvements, and shall continue for a term of twenty (20) years; provided, however, that in the event the Landlord shall determine that the Premises are needed for school purposes, this Lease may be terminated earlier, upon sixty (60) days written notice to Tenant.
4. **Security Deposit and Rent.** Tenant shall not be required to pay a security deposit to Landlord under this Lease. The Rent shall be One Dollar (\$1.00) per year due and payable on or before September 1 of each year of the term.
5. **Utilities.** During the term of the Lease, Tenant shall be responsible for utilities as provided by the Interlocal Agreement.
6. **Insurance.** Insurance shall be provided by the Landlord and Tenant in accordance with the Interlocal Agreement.
7. **Alterations, Improvements, Fixtures.** Tenant shall be entitled to make alterations, additions, and permanent improvements to the Leased Premises with prior written consent of Landlord. Tenant shall retain full title and ownership of its trade fixtures, office supplies, moveable office furniture, equipment, and all other personal property of Tenant not attached to the Leased Premises (collectively, "Personalty"). All other property located in the Leased Premises and any alterations, additions or changes to the Leased Premises and any other article attached or affixed to the floor, wall or ceiling of the Leased Premises shall be the property of Landlord and shall remain upon and be surrendered with the Leased Premises as part thereof upon the expiration or termination of this Lease, Tenant hereby waiving all rights to any payment or compensation therefore. However, if Landlord so requests in writing, Tenant shall, prior to the expiration or termination of this Lease, remove any and all alterations, additions, fixtures, equipment and property placed or installed by it in the Leased Premises and shall repair any damage caused by such removal. If Tenant does

not remove all of its Personality prior to the expiration or termination of this Lease, such Personality not removed shall become the property of Landlord free and clear of any interest of Tenant, and Landlord may cause the same to be removed and all expenses incurred in connection therewith shall be payable by Tenant.

- 8 **Liens** Tenant shall not permit any mechanic's materialmen's or other liens to be fixed or placed against the Leased Premises and shall immediately discharge (in a manner suitable to Landlord) any such lien which is allegedly fixed or placed against the Leased Premises by or through Tenant.
- 9 **Repairs and Care of Leased Premises.** Tenant shall not injure the Leased Premises nor commit or allow any waste or damage to be committed therein. Tenant shall be responsible for maintenance and repairs as provided in the Interlocal Agreement.
- 10 **Compliance with Laws, Usage, and Signs.** Tenant shall:
 - (a) at its own expense, comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the business conducted therein by Tenant, including, but not limited to, environmental laws and the Americans With Disabilities Act of 1990 and the payment of all taxes, license fees and other governmental charges applicable to Tenant's improvements and property in the Leased Premises or arising out of the conduct of Tenant's business;
 - (b) not engage in any activity which would cause the fire and extended coverage insurance to be canceled;
 - (c) not commit any act which is a nuisance or annoyance to Landlord, or which might, in the judgment of Landlord, tend to injure the Leased Premises;
 - d) prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Substances (as hereinafter defined) on, under, in, above, to or from the Leased Premises other than in strict compliance with all applicable federal, state and local laws, rules, regulations and orders; and
 - e) not paint, erect or display any sign, advertisement, placard or lettering on the exterior of the Leased Premises or on the Leased Premises without Landlord's prior written approval.

Tenant shall notify Landlord in writing of (i) any enforcement action initiated against Tenant or the Leased Premises and (ii) any application for any environmental permit in connection with the Leased Premises and the granting or denial of such permit. As used in this Lease, the term "Hazardous Substances" shall mean, but not be limited to, any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in '101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous

waste" as now or hereafter defined in the Resource Conservation and Recovery Act ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act; (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials (whether solid, liquid or gas) which are classified, defined, or listed as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, regulated substances, toxic substances, or words of similar meaning or regulatory effect under the foregoing statutes or any other present or future federal, state or local laws, statutes, ordinances, rules, regulations and the like, or the common law, or any other applicable laws relating to the Leased Premises. Hazardous Substances shall include, without limitation, any substance, the presence of which on the Leased Premises (A) requires reporting, investigation or remediation under the statutes cited above; or (B) causes or threatens to cause a nuisance on any portion of the Leased Premises or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on any portion of the Leased Premises or adjacent property.

11 Default. Each of the following acts, omissions or occurrences shall constitute an "Event of Default" and shall constitute grounds for termination of this Agreement:

- (a) Failure by Tenant to timely perform any obligation under this Lease.
- (b) Failure by Tenant to perform or observe any other covenant, condition or provision of this Lease to be performed or observed by Tenant prior to the expiration of ten (10) days after Landlord's delivery of written notice to Tenant of such failure.
- (c) Tenant shall become insolvent or shall otherwise indicate an inability to perform future obligations under the Lease, or shall make an assignment for the benefit of creditors, or Tenant shall fail to appropriate sufficient funds to discharge its obligations under this Lease.
- (d) Abandonment or vacation of any portion of the Leased Premises.
- (e) Tenant shall cease operating programs related to its sport complex activities or its other public purposes.
- (f) Landlord shall require use of the Leased Premises for the operation of its educational programs.

12 Landlord's Remedies. Upon the occurrence of any Event of Default described in Paragraph 16, Sections (a) through (f), Landlord may, at its option, in addition to any and all other rights, remedies or recourses available to it hereunder or at law or in equity, do any one

or more of the following: (a) enter the Leased Premises and perform Tenant's obligations, and (b) terminate this Lease by written notice.

- 13 **Tenant's Remedies.** In the event Landlord shall elect to terminate this Lease Agreement, and shall require use of the Leased Premises for the operation of its educational programs, Tenant shall be entitled to recover its pro-rata share of advance lease payments made hereunder.
- 14 **Attorney's Fees.** Any party to this Lease who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Lease or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witnesses fees from the non-prevailing party.
- 15 **Surrender of Leased Premises and Holding Over.** On the last day of the term of this Lease, or upon the earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender and yield up to Landlord the Leased Premises, free of all claims, broom clean and in good order and repair, ordinary wear and tear and casualty loss excepted. Prior to the surrender of the Leased Premises to Landlord, Tenant at its sole cost and expense shall remove all liens and other encumbrances that have resulted from the acts or omissions of Tenant. If Tenant does not surrender possession of the Leased Premises at the end of the term of the Lease or upon the earlier termination of this Lease, Tenant shall be a Tenant at will and must vacate the Leased Premises upon written notice from Landlord, and the Rent and other payments due during the period of such holdover shall be two (2) times the applicable Rent at such time.
- 16 **Landlord's Right to Entry.** Landlord shall have the right at all reasonable times during the term of this Lease to enter upon the Leased Premises for the purpose of inspection, any purpose necessary to protect Landlord's interest in the Leased Premises, or any other reasonable purpose.
- 17 **Acceptance of Leased Premises/Limitation of Warranties.** The taking of possession of the Leased Premises by Tenant shall be conclusive evidence against Tenant that (i) the Leased Premises are suitable for the purpose for which same are leased, (ii) the Leased Premises and each and every part and appurtenance thereof are in good and satisfactory condition, and (iii) Tenant waives any defect in the Leased Premises. Tenant accepts the Leased Premises "AS-IS, WHERE-IS" and with all faults. LANDLORD AND TENANT EXPRESSLY AGREE THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THE LEASE. TENANT FURTHER INDEMNIFIES AND HOLDS HARMLESS LANDLORD AGAINST ANY CLAIMS FOR INJURIES, INCLUDING DEATH, AND PROPERTY DAMAGE THAT OCCURS AS A RESULT OF TENANTS USE OF THE LEASED PREMESIS.

18. Miscellaneous

- 18.1 **Invalid Provisions.** If any provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Lease shall be construed as if such illegal, invalid or unenforceable provision had never comprised a part of this Lease; and the remaining provisions of this Lease shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Lease.
- 18.2 **Counterparts.** This Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18.3 **Entire Agreement.** This Lease embodies the entire agreement and understanding between the parties relating to the transaction contemplated hereby and may not be amended, waived or discharged except by an instrument in writing executed by both Landlord and Tenant.
- 18.4 **Governing Law and Venue.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Texas, and venue shall be in Travis, County. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.
- 18.5 **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.
- 18.6 **Headings and Captions.** The descriptive headings and captions of the provisions of this Lease are formulated and are intended to be used only for the convenience of the parties, and shall not be deemed to affect the meaning or construction of any provision hereof.
- 18.7 **No Third Party Beneficiaries.** Landlord and Tenant shall have the exclusive right to bring suit to enforce this Lease, and no other party may bring suit, as a third party beneficiary or otherwise, to enforce this Lease.
- 18.8 **Time for Performance.** Time is of the essence with respect to the performance and observance by Tenant of every covenant, condition and provision of this Lease.
- 18.9 **Notices.** Any notice, request or document (excluding any payments due under this Lease) required to be delivered hereunder must be in writing and shall be deemed received if actually received and whether or not received when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate parties as herein provided at the respective

addresses set forth below or at such other address as may be specified by written notice delivered in accordance herewith:

To Landlord: Superintendent of Schools
Lago Vista Independent School District
8039 Bar K Ranch Rd.
Lago Vista, Texas 78645

To Tenant: Mayor
City of Lago Vista Texas
5803 Thunderbird
Lago Vista, TX 78645

- 18.10 **Effect of Waiver or Consent.** No consent or waiver, express or implied, by Landlord to or of any breach in the performance or observance by Tenant of any of the covenants, conditions or provisions in this Lease shall be construed as a consent or waiver to or of any other breach in the performance or observance by Tenant of the same or any other covenant, condition or provision. Neither the failure on the part of Landlord to complain of any action or non-action on the part of Tenant or to declare Tenant in default, no matter how long such failure may continue, nor acceptance of Rent or other sums from Tenant after any such breach, shall be deemed to be a waiver by Landlord of any of its rights hereunder, except as otherwise specifically provided herein.
- 18.11 **Further Assurances.** In connection with this Lease as well as all transactions contemplated by this Lease, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Lease and all such transactions.

IN WITNESS WHEREOF, this Lease is hereby executed as of Oct. 22 2012.

Landlord:



Tenant:

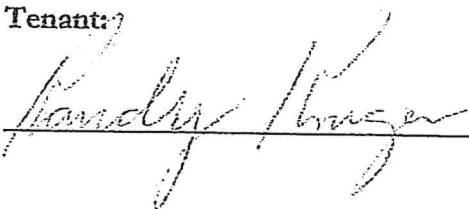


EXHIBIT "D"
USE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This **USE AGREEMENT** (hereinafter the "Use Agreement") is made and entered into by and between the Board of Trustees of the Lago Vista Independent School District, a governmental district and political subdivision of the State of Texas (the "District"), and the City of Lago Vista, Texas, a home-rule municipal corporation organized under the laws of the State of Texas (the "City"), acting by and through their duly authorized representatives, effective as of the 22 day of October, 2012, for and in consideration of Ten and No/100 Dollars and other good and valuable consideration in hand paid, and the mutual covenants and consideration hereinafter set forth in this Use Agreement and in the following recitals:

Recitals

WHEREAS, the District and the City have executed and delivered that Interlocal Cooperation Agreement between the parties hereto, of even date herewith, providing in part for the City to participate in the cost of developing certain Recreational Facilities on land owned by the District in exchange for the District constructing and paying for the construction of the Recreational Facilities, granting the public the right to use the Recreational Facilities, subject to availability, and in exchange for the District agreeing to an exclusive lease to the City of a certain improved sports field (baseball) tract; as set forth in the Interlocal Agreement, and for the parties to execute and deliver this Use Agreement;

WHEREAS, the District will execute and deliver the Lease to the City, attached to the Interlocal Agreement as Exhibit "C";

WHEREAS, the City has paid full consideration for the entire term of this Use Agreement, such consideration being the financial contribution and mutual promises set forth in the Interlocal Agreement;

WHEREAS, findings and consideration by the District and the City set forth in the Interlocal Agreement apply to this Use Agreement, which is considered a supplement to the Interlocal Agreement;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the District and the City, the parties contract, covenant and agree as follows:

- (1) Capitalized words not defined herein shall have the meaning given them in the Interlocal Agreement.

- (2) The initial term of this Use Agreement shall be twenty (20) years (the "Initial Term"). The Initial Term shall begin on the date the District accepts as complete the construction of any one of the Recreational Facilities as referenced in the Interlocal Agreement. Unless otherwise terminated under the terms hereof, this Agreement will automatically renew for an additional ten year term upon the expiration of the Initial Term or any extension thereof for a maximum Term of fifty years. As used in this Agreement, the word "Term" shall mean and include the Initial Term and the Initial Term as renewed and extended from time to time.
- (3) City and the public are hereby given the non-exclusive right and privilege during the Term of this Use Agreement to the use and enjoyment of the Recreational Facilities and District Land providing access to and parking for those facilities for recreational activities during the hours of the day when school is not in session and classes or events are not being held by the District, from 5:00 p.m. to 11 p.m. on weekdays and from 8 a.m. to 11 p.m. on weekends (the "Scheduled Hours"). The District shall have the right to require activities to be scheduled with the District during the Scheduled Hours; provided that the District may, in its discretion, permit the City to takeover scheduling responsibilities for any of the Recreational Facilities during the Scheduled Hours.
- (4) The right and privilege to the use and enjoyment of the Recreational Facilities granted under this Use Agreement shall be subject to reasonable availability, meaning that the District may exclude the public from the Recreational Facilities during the Scheduled Hours at times when the District is using the Recreational Facilities for student activities and school events. The District shall provide the City and any members of the public who have scheduled use of the Recreational Facilities of reasonable notice in advance of the dates and times at which the particular Recreational Facility in question will not be available.
- (5) The City's use of the amenities and improvements that constitute the Recreational Facilities shall be consistent with this Use Agreement, and the purpose and use for which the individual amenities and improvements are designed and constructed. The Recreational Facilities, the District Land providing access to and parking for those facilities, and each improvement and amenity constructed or situated on the land, and the equipment, systems, parts and increments thereof are sometimes collectively referred to in this Use Agreement as the "Property." Unless the context in which the word "Property" is used indicates otherwise, "Property" shall also mean and include the individual improvements and amenities and all other improvements hereafter added on the District's Land, and all equipment and assets constituting any part thereof.
- (6) If the City uses the Recreational Facilities for City sponsored events and activities, the City shall not suffer, allow or permit the Property to be damaged and shall repair all damage to the Property resulting from the use of the Property by the City, but not for reasonable wear and tear. For any such events or activities, the City shall pay all expenses incurred during its use of the Property and shall remove all debris and litter on the Property and resulting from the City's use of the Property.

- (7) The District may require public users of the Recreational Facilities other than the City to execute separate agreements releasing liability and agreeing to repair any damage to the Property in a form agreed to by the parties to this Use Agreement.
- (8) Each party to this Use Agreement shall have no liability for the actions of, or failure to act by, any officer, employee, subcontractor, agent or assign of the other party.
- (9) As between the City and the District: (a) the City shall be solely responsible for any and all claims or causes of action arising out of or with respect to any use or occupancy of the Property by the City; and the District shall be solely responsible for any and all claims or causes of action arising out of or with respect to any use or occupancy of the Property by the District and persons or entities other than the District. This paragraph shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity, or of any other legal defense as to any third party under the laws of this State.
- (10) The City and the District agree to reasonably cooperate to schedule the use of the Property in a manner, consistent with this Use Agreement, to provide the greatest benefit to the District and the citizens of the City. It is the intent of the City and the District that the District and the City will reasonably coordinate to schedule the use of the Property by the City and persons and entities other than the City or the District, such as Little Leagues, during the Scheduled Hours, so long as such scheduled use does not interfere with the use and schedule of the District.
- (11) The District acknowledges payment and delivery to the District by the City of good, sufficient, and valuable consideration as rent for the entire Term of this Use Agreement, and that the fee for the entire twenty year term and any extension thereof is paid in advance and in full.
- (12) During the Term of this Use Agreement, the District will operate and maintain the Property consistent with its intended purposes and the terms and provisions of this Use Agreement, subject to the annual appropriation of funds therefor by the Board of Trustees of the District. In the event the District shall fail to design and construct the Recreational Facilities and make them available to the use of the public and the City as contemplated by this Use Agreement, the City may terminate this Use Agreement and the District shall refund the consideration under the terms of the Interlocal Agreement.
- (13) This Use Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Use Agreement by their officers thereunto duly authorized as of the date first written above.

The Board of Trustees of the
Lago Vista Independent
School District.

By: [Signature]
Name: Laura Vincent
Title: President
As authorized by the Board
of Trustees of LVISD
on the 22 day of Oct, 2012.

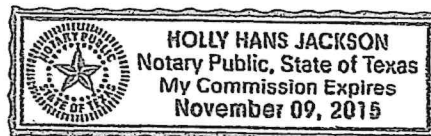
City of Lago Vista, Texas

By: [Signature]
Name: Randy Kruger
Title: Mayor
As authorized by the City Council
of the City of Lago Vista on the 4th
day of October, 2012.
Attest: [Signature]
City Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 24th day of Oct, 2012, by Laura Vincent, Chairman of the Board of Trustees of the Lago Vista Independent School District, for and on behalf of the Lago Vista Independent School District.

[Signature]
Notary Public - State of Texas





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Charles West, City Manager

SUBJECT: Budget Work session.

ATTACHMENTS:
[2026-04-09-Lago_Vista_FY2027_Budget_Calendar.pdf](#)

City of Lago Vista

FY 2027 Budget Preparation Calendar

(Fiscal Year: October 01, 2026 – September 30, 2027)

Executive Summary

This memo requests Council approval of the City’s FY 2027 budget preparation calendar. The schedule aligns internal planning milestones with required statutory deadlines in Texas Local Government Code Chapter 102 and Texas Property Tax Code truth-in-taxation provisions, and incorporates GFOA recommended budget practices to enhance transparency, performance alignment, and long-range sustainability.

Background / Discussion

Texas law requires the budget officer to prepare and file a proposed budget for public inspection at least 30 days before the City’s tax levy, conduct a public hearing after the 15th day following filing and before the levy, and adopt the budget by ordinance with a record vote at the conclusion of the hearing. Truth-in-taxation requirements under the Tax Code require specific calculations, notice, hearing, and adoption steps when the proposed tax rate exceeds statutory thresholds. The attached calendar provides a compliant roadmap for FY 2027.

Fiscal Impact

None, this is strictly an operational and procedural function to streamline and ensure an efficient annual budget preparation process

Recommendation

Approve the FY 2027 Budget Preparation Calendar and direct staff to proceed with the outlined process and public engagement milestones.

Respectfully submitted,
Charles West

FY 2027 Budget Preparation Calendar (Presentation Format)

Key statutory anchor dates shown below are based on a recommended tax levy/adoption meeting of September 15, 2026. Adjust dates if the Council selects a different levy/adoption meeting date. (Dates may be adjusted if needed)

Date / Month	Major Activities
January–February 2026	Strategic planning and multi-year forecast update; review/update budget policies; issue budget instructions and calendar (GFOA). In January of each year at the first City Council Workshop staff will present a Postmortem review of the previous year's budget.
March 2026	Department operating and capital requests due; revenue and expenditure forecast update; CIP review begins (GFOA).
April 2026	Develop preliminary draft budget; align with strategic goals, service levels, and performance measures (GFOA).
May 2026	Management review and balancing; refine CIP and operating impacts; draft budget message, assumptions, and major changes (GFOA). Schedule dates and times of Council budget workshops.
June 2026	Council budget workshop(s); incorporate Council direction; prepare public-facing budget summary (GFOA transparency).
August 16, 2026 ¹	File proposed budget with City Secretary/Clerk for public inspection (≥30 days before tax levy meeting of September 15, 2026).
August 2–22, 2026 ²	Publish budget hearing notice in a newspaper of general circulation (10–30 days before the budget hearing).
September 1, 2026 ³	Earliest permissible budget public hearing date (after the 15th day following filing).
September 15, 2026 ⁴	Hold budget hearing and adopt budget ordinance with record vote at the conclusion of the hearing; adopt tax rate/levy consistent with Tax Code truth-in-taxation requirements.
October 1, 2026	FY 2027 begins; implement budget; begin monthly monitoring and reporting cadence (GFOA).
October 2026–September 2027	Ongoing: budget monitoring, quarterly reporting, and amendments as needed; update long-range forecast (GFOA).

Statutory Citations (Footnote References)

¹ Texas Local Government Code §102.005(a) – Proposed budget filed with municipal clerk before the 30th day before the date the governing body makes its tax levy.

² Texas Local Government Code §102.006(c) and common practice guidance – Provide public notice of the budget hearing; publication typically 10–30 days before the hearing (see Texas city attorney guidance).

³ Texas Local Government Code §102.006(b) – Hearing must be set for a date after the 15th day after filing and before the tax levy.

⁴ Texas Local Government Code §102.007 – Action on the proposed budget at the conclusion of the public hearing; adoption vote must be a record vote. Truth-in-taxation: Texas Tax Code §§26.05–26.07 (and related provisions) govern notices/hearing/vote on tax rate.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	July 2, 2026
SUBMITTED BY:	Shane Saum, City Council
SUBJECT:	Charter Review Work session.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 2, 2026

SUBMITTED BY: Jan Steele, Library

SUBJECT: Library Advisory Board 2026 Annual Report.

ATTACHMENTS:
[2026 LAB Annual Report to City Council.pdf](#)

Library Advisory Board 2026 Annual Report

Accomplishments since our last report to the Council in August 2025

- Joe Dahlstrom, PHD was appointed to the Board to replace outgoing member, Heather Womack. In March, Joe, was recognized by the Texas Library Association (TLA) for his exceptional leadership roles with TLA, the American Library Association, and Texas Council of Academic Libraries.
- The Library's new LED lighting, which the Board strongly supported, was completed in March.
- Development of the Library Greenspace was completed.
- The Board approved a 2026 Work Plan, included the research of grants or partnerships for an English as a Second Language (ESL) program.
- The Board developed and voted to recommend approval of three new library policies: Library Display Policy, Notary Public Policy, and Test Proctoring Policy.

Action Plan for next 12-18 months

- Maintaining contact with Eric Zeno in support of directional signage to the Library and throughout the City.
- Continuing to support a historical preservation program, which includes digitization of the City's former North Lake Travis LOG Newspaper.
- Advocating for funding to have the attached storage building behind the Library heated and cooled to provide preservation space and protection of historical documents and other library materials.
- Supporting the Friends of the Library in their efforts to raise funds and advocate for the Library.
- Finding ways to recognize donors to the Library.
- Supporting ongoing maintenance to ensure the Library remains welcoming, attractive, safe, and operates efficiently.