AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
JULY 16, 2026 AT 2:30 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 R. 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
Charles West, City Manager

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 Legal Counsel concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of an employee pursuant to Texas Government Code Section 551.074 - Presiding Judge.

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 - Receipt of legal advice from City Attorney regarding application, collection, use and scope of roadway impact fees.

4. 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; deliberation regarding respective duties of appointed members, and council regarding city personnel.

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 Legal Counsel concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of an employee pursuant to Texas Government Code Section 551.074 - Presiding Judge.

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 - Receipt of legal advice from City Attorney regarding application, collection, use and scope of roadway impact fees.

4. 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; deliberation regarding respective duties of appointed members, and council regarding city personnel.

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. Present the Hometown July 4 Parade Winners and recognition to the Firecracker 5K and 10K Committee.

2. Presentation of an Update from McCoy Consulting.

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. Consider approval of a Joint Election Agreement with Travis County for the November 3, 2026, election and approval of the corresponding Election Services Contract.

2. Consider approval of Ordinance No. 26-07-16-01, an ordinance ordering and establishing procedures for the 2026 General Election in the City of Lago Vista to elect officials for Council Member Place 2, Council Member Place 4 and Council Member Place 6; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; and providing for related matters.

3. Consider, discuss, and take action on Resolution No. 26-2216; to approve the provision of at least one accessible voting system at each City of Lago Vista polling place, as required by Section 61.012 of the Texas Election Code. State law requires that each polling location used in a Texas election provide at least one voting system that complies with applicable state and federal accessibility requirements, allowing voters with physical disabilities to cast a secret ballot.

4. Consider, discuss, and take action on the lower ball field lease with the Lago Vista Independent School District (LVISD.)

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

6. Approve the minutes of the June 26, 2026, City Council Workshop Meeting.

7. Approve the minutes of the July 2, 2026, City Council Meeting.

IX. ACTION ITEMS

1. Consideration and possible action regarding Resolution No. 26-2217; resolution by the City Council of the City of Lago Vista, Texas appointing individuals to serve as members on the Board of Adjustments Commission.

2. Consider, discuss, and take action on Ordinance No. 26-07-16-02 to approve a Franchise Agreement with Pedernales Electric Cooperative (PEC).

3. Consider, discuss, and take action regarding the purchase of real property pursuant 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).

X. WORK SESSION

1. Discussion regarding the City's Zoning Ordinance, Section 8-10, and City Code, Section 6-65, concerning commercial trailers parked within residential public rights-of-way.

2. Discussion regarding growing concerns related to homelessness, drug activity, litter, property maintenance, and code enforcement.

3. Charter Review Work session.

4. Budget 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.

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 9th day of July 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

AGENDA ITEM NO. VII.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	July 16, 2026
SUBMITTED BY:	Eric Zeno, Economic Development Director
SUBJECT:	Present the Hometown July 4 Parade Winners and recognition to the Firecracker 5K and 10K Committee.

AGENDA ITEM NO. VII.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Eric Zeno, Economic Development Director

SUBJECT: Presentation of an Update from McCoy Consulting.

ATTACHMENTS:
McCoy Consulting July Report.pdf

Monthly Grant Report

McCoy Consulting, LLC.
Final Monthly Report

July 2026 Funding Opportunities

Prepared: July 6, 2026

Funding Priorities

- Community Engagement
- Community Development
- Economic Development
- Trail Planning
- Parks & Recreation

Highlighted Opportunities

Grant	Funder	Award	Deadline	Match Required	Lago Vista Fit
Community Outdoor Outreach Program (CO-OP)	Texas Parks & Wildlife Department	Up to $65,000	**November 1, 2026**	**No**	Outdoor recreation programming, community engagement, youth outdoor education (does **not** fund trail construction). (GovDelivery)

USDA Rural Community Development Initiative (RCDI)	USDA Rural Development	Up to $500,000	Annual NOFO (FY 2026 competition)	**No local match by the community** (awarded through eligible intermediary organizations)	Community development, leadership, economic development planning, capacity building. (Grants.gov)
National Park Service – 21st Century Conservation Service Corps Partnership Opportunities	National Park Service	Varies	**Rolling**	**No local match identified**	Outdoor recreation, conservation workforce, trail stewardship, youth engagement through partnerships. (National Recreation and Park Association)
Citizens' Institute on Rural Design (CIRD)	National Endowment for the Arts / CIRD	Technical assistance plus implementation support	Applications announced by funding round	**No financial match**	Downtown planning, placemaking, trail planning, community engagement. (Texas Municipal League)
Community Facilities Program – Disaster Repair Grants *(project-specific)*	USDA Rural Development	Varies	**Rolling**	Generally **no match** for eligible disaster-related projects	Public facilities and community assets if tied to qualifying disaster recovery needs. (Texas Association of Counties)

AGENDA ITEM NO. VIII.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Consider approval of a Joint Election Agreement with Travis County for the November 3, 2026, election and approval of the corresponding Election Services Contract.

BACKGROUND: Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.

Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

FINDINGS: It would benefit the County, the participating entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

FINANCIAL IMPACT: The funds are in the City Secretary's FY 2026-2027 budget (line item - Elections).
The city is awaiting the estimate for the Election from Travis County Elections.

RECOMMENDATION: Staff recommends approval of this item.

ATTACHMENTS:
2026 Joint Election Agreement.docx
Updated_2026 Election Services Agreement.docx

JOINT ELECTION AGREEMENT
FOR NOVEMBER 3, 2026 ELECTIONS

Recitals

1. Travis County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity," and together, the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement, on November 3, 2026. Each Participating Entity requires elections to be held on November 3, 2026 in those portions the Participating Entity's territory that are located in Travis County.

2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.

3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 3, 2026 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on November 3, 2026 ("Election Day") jointly for the Participating Entities' voters who reside in Travis County. This agreement also covers any General and Special Election runoffs, if necessary.

II. Election Officer

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

III. Early Voting

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

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body, in accordance with Texas Election Code chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

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

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

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

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

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

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

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

9. The County will be responsible for facilitating the appointment and operation of the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections. In elections that are not also countywide elections, the Participating Entity will be responsible in making the presiding judge and the alternate presiding judge appointment. The Participating Entity will be responsible for these appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.

10. The County will be responsible for facilitating the appointment and operation of the Signature Verification Committee, if needed. The early voting clerk will issue a written order creating the committee if the early voting clerk determines that a signature verification committee should be appointed or if the clerk receives a petition signed by at least 15 registered voters for the creation of the committee. The early voting clerk will determine the number of members on the committee, providing for a minimum of five (the committee chair and four members), and they will comprise the Signature Verification Committee. The Signature Verification Committee will meet

prior to election day to compare signatures on the applications for ballot by mail to the corresponding carrier envelopes and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. Not later than the fifth day after the date the early voting clerk issues the order calling for the appointment of a signature verification committee, or not later than October 15 for a committee required on the written request by at least 15 registered voters of the county in the general election for state and county officers, the Participating Entity will be responsible for appointing the members unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not appoint the members of the Committee by the above deadline, then the County will make those appointments.

B. Participating Entities' Responsibilities

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

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

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

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the

respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

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

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

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

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

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in

the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

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

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

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

B. Participating Entities' Responsibilities

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

2. Each Participating Entity shall keep their office open for election duties for at least 3 hours per day, during regular office hours, on regular business days beginning no later than the 50th day before the date of each general election or by the 3rd day after the date a special election is ordered and ending no earlier than the 40th day after election day.

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

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the

support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for coordinating the transport of voted ballot boxes to the central counting station.

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

   In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. The Participating Entity will be responsible for all appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.

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

B. Participating Entities' Responsibilities

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

VI. County Resources

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

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

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

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

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

VII. Joint Election Costs; Payment

A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or $100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.

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

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

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

E. If the Participating Entity desires to establish an early voting polling place, other than those sites the Election Officer has already selected, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid, as set forth in Exhibit B. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

VIII. General Provisions

A. Legal Notices

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

B. Communication

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

C. Custodian

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

D. Effective Date

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

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

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

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

B. Notice

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

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

C. Force Majeure

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

D. Venue and Choice of Law

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

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 3, 2026 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

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

G. Breach

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

H. Payments from Current Revenues

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

I. Other Instruments

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

J. Third-Party Beneficiaries

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

K. Other Joint Election Agreements

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

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

PARTICIPATING ENTITIES

Name of Participating Entity	City of Lago Vista
Address	P.O. Box 4727 Lago Vista, Texas 78645
Name of Authorized Signatory	Shane R. Saum, Mayor
Signature	_____
Date signed	_____
E-mail address	robin.smith@lagovistatexas.gov

EXHIBIT A *[this list needs to be updated]*

Municipalities

School Districts

MUDs

ESDs

EXHIBIT B

COST ESTIMATE

ELECTION AGREEMENT BETWEEN
TRAVIS COUNTY AND CITY OF LAGO VISTA

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

Section 1. GENERAL PROVISIONS

(A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, to the extent the date is not already set by statute, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.

(C) Except as otherwise provided in this Agreement:

(1) The term "Election Officer" refers to the Travis County Clerk;
(2) The term "precinct" means all voter registration precincts in the territory of the Participating Entity located within Travis County;
(3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election; and

(4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

(D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.

(E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.

(F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).

(G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.

(B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

(1) Preparing, adopting, and publishing all required election orders, including orders for appointment of central counting station personnel, early voting ballot board personnel, and signature verification personnel in elections where needed, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.

b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:

i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;

ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and

iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).

(2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;

(3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(4) Conducting the official canvass of a Participating Entity election;

(5) Administering the Participating Entity's duties under state and local campaign finance laws;

(6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

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

SECTION 4. ELECTION WORKERS AND POLLING PLACES

(A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.

(E) During any election and any subsequent runoff election that involves entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

(A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.

(B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.

(C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $100.

(D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.

(1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via email. The following email address will be used for email communications to or from the County pursuant to Section 5: elections@traviscountytx.gov, with a copy to ElectionEntities@traviscountytx.gov. The Participating Entity has designated the Lago Vista City Secretary as the Participating Entity's representative for sending and receiving email communications under

Section 5, and the Participating Entity designates the following email address as the Participating Entity's email address for sending and receiving email communications pursuant to Section 5: citysercretary@lagovistatexas.gov; robin.smith@lagovistatexas.gov

(2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

(3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.

(4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.

(5) Each party may change its respective email addresses for email communications under this Section 5, without the need to amend this

Agreement, by sending notice to the other party in accordance with Section 9(B).

(F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

(1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

(2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

(G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

(1) For each election the Election Officer conducts for the Participating Entity after January 1, 2026, through January 1, 2027, the Participating Entity shall pay (a) the sum of 5% of the cost of the electronic voting system equipment installed at a polling place and 5% for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than $100.00, and (b) $100.00 if the sum described in (a) is $100.00 or less.

(2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.

(C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.

(D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

(A) All of the Participating Entity's voters within Travis County will have access to all the Travis County Early Voting sites in each election at no additional cost.

(B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

(C) If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the

Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

SECTION 8. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity designates Lago Vista City Secertary to serve as the main point of contact for media inquiries related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

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

(B) Notice. Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by

certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY OF LAGO VISTA
Robin Smith, City Secertary
P.O. Box 4727
Lago Vista, Texas 78645

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

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

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by email are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the email is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the email was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

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

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

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

(F) Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

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

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

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

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

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

(L) Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon

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

(M) Addresses for Payments. Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

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

City of Lago Vista
City Secretary
P.O. Box 4727
Lago Vista, Texas 78645

(N) Effective Date. This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.

(O) Reference of Time. All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.

(P) Signatures. The individuals below have been authorized to sign this Agreement.

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

[Signatures on following page]

CITY OF LAGO VISTA

BY: _____
Shane R. Saum
Mayor

DATE: _____

TRAVIS COUNTY

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

DATE: _____

AGENDA ITEM NO. VIII.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Consider approval of Ordinance No. 26-07-16-01, an ordinance ordering and establishing procedures for the 2026 General Election in the City of Lago Vista to elect officials for Council Member Place 2, Council Member Place 4 and Council Member Place 6; providing for notice of the election; providing election precinct and polling places; providing for early voting; providing an effective date and open meetings clause; and providing for related matters.

BACKGROUND: The Texas Election Code, Chapter 3, provides for the ordering of an election not later than the 78th day before the election date. In addition to any other elements required, each order must state the date of the election and the offices or measures to be voted on at the election.

Per City Charter, Section 5.01 City Elections, the general City election shall be held annually on the uniform election date in November in accordance with the election laws of the State of Texas.

FINDINGS: The attached ordinance has been prepared calling the election to be held on November 3, 2026 and giving notice of the election for the purpose of electing the Council Member Place 2, Council Member Place 4, and Council Member Place 6. Each Council Member is elected at-large, for two-year terms.

FINANCIAL IMPACT: Funds are estimated in the amount of $14,000 for consideration in the City Secretary's FY 2026-2027 budget (line item - Elections) and in the estimated amount of $2,500 for consideration in the City Secretary's FY 2026-2027 budget (line item - Legal Notices).

RECOMMENDATION: Staff recommends approval of the ordinance as presented.

ATTACHMENTS:
Ord no 26-07-16-01 Call the November Election_CAD edits .pdf

ORDINANCE NO. 26-07-16-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS ORDERING AND ESTABLISHING PROCEDURES FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS FOR PLACE 2, PLACE 4, AND PLACE 6 TO A TWO (2) YEAR TERM IN OFFICE; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCTS AND DESIGNATING THE POLLING PLACES; PROVIDING FOR ELECTION OFFICERS; PROVIDING FOR ELECTION SERVICES CONTRACT AND JOINT ELECTION AGREEMENT; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; AND PROVIDING FOR OTHER MATTERS RELATED TO THE GENEARL ELECTION.

WHEREAS, the City Council of the City of Lago Vista ("City") has the authority to call a General Election on November 3, 2026, to elect the following officials for the City of Lago Vista ("City"): Council Member, Place 2; Council Member, Place 4; and Council Member, Place 6;

WHEREAS, the Texas Election Code ("*Tex. Elec. Code* is applicable to said election and this Ordinance establishes procedures consistent with the Code, orders the general election, and designates the voting place for the election;

WHEREAS, the voters of the City will be adequately and conveniently served by the common early voting polling places specified herein, which are located outside the boundary of the City, and such polling places will facilitate the orderly conduct of the election;

WHEREAS, the City has made provision to contract with Travis County to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Texas Government Code* (the "Election Agreement" or "Election Contract"), and such contract provides for political subdivisions subject to the Election Contract that hold elections on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271, Tex. Elec. Code.*

NOW, THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

SECTION 1. The General Election of the City shall be held on Tuesday, November 3, 2026, to elect Council Members for Place 2, Place 4, and Place 6, to serve a term of two (2) years each. Candidates at the election for the above offices shall file their applications to become candidates with the City Secretary of the City, at City Hall, 5803 Thunderbird Drive, Lago Vista, Texas 78645, between Saturday, July 18, 2026, and Monday, August 17, 2026 at 5:00 p.m. All applications for candidacy shall be on a form as prescribed by the *Tex Elec. Code*.

SECTION 2. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary in accordance with Section 52.094 of *Tex. Elec. Code*. The City Secretary will post notice of the date to hold the drawing for a place on the ballot on the bulletin board located in the City Hall, a place

convenient and readily accessible to the general public, and the notice will be posted and remain posted continuously for at least seventy-two (72) hours preceding the scheduled time of the meeting.

SECTION 3. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Travis County Election Officer for use on the voting devices and ballots used by Travis County.

SECTION 4. The City appoints the Travis County Election Officer to serve as the City's Election Officer for General Election. The Travis County Election Officer and his/her employees and appointees, and the election judges, alternate judges, and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by contract with the City and the law governing the holding of elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings, and language as is required by law.

SECTION 5. Early voting, both by personal appearance and by mail, will be conducted by the Travis County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Travis County Election Officer. Early voting shall commence on Monday, October 19, 2026, and continue through Friday, October 30, 2026. Early voting shall also be held at any time and location authorized by the Travis County Election Officer. Early voting by City residents may be conducted at any Travis County early voting location and any location exclusively designated by the Travis County Election Officer for City residents. The early voting clerk's official mailing address is:

Travis County Early Voting Clerk
P.O. Box 149325
Austin, TX 78714-9325

SECTION 6. The election precincts for the election shall be the election precincts established by Travis County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Travis County for such election precincts in Travis County and voting by residents of the City. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Travis County will be provided by precinct and the Travis County Election Officer shall tabulate and provide the election returns for the election.

SECTION 7. Ballot applications and ballots voted by mail should be addressed to the Travis County Early Voting Clerk at the address listed above. Applications for ballots by mail must be received no later than the close of business on Friday, October 23, 2026, the eleventh (11th) day before the election.

SECTION 8. The City Secretary, or designee, is instructed to aid the Travis County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code* and *City Charter*; provided that, pursuant to the Election Agreement between Travis County and

the City, the Travis County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Election Agreement. The Travis County Election Officer shall give the required notices for the general election in accordance with the *Tex. Elec. Code* and the Election Agreement.

SECTION 9. The presiding judges, alternate presiding judges, and clerks for the election shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Travis County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges, and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Travis County for the election.

SECTION 10. Notice of the election shall be given by posting a notice containing a substantial copy of this Ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election day, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECTION 11. The Mayor is authorized and directed to post an election order for this election that complies with the Texas Election Code by Monday, August 19, 2026.

SECTION 12. The election shall be held and conducted by the Travis County Election Officer in compliance with state law and the Election Agreement. Only resident qualified voters of the City shall be eligible to vote at the election.

SECTION 13. Returns of said election shall be made known as soon as possible after the closing of the polls and as contractually agreed. The Election Officer shall make a written return of the Election results to the City Council in accordance with the *Texas Election Code*. The Council shall canvass the returns and declare the results of the Election. The candidate receiving the largest number of votes for such position to be filled at such General Election shall be declared elected.

SECTION 14. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby adopted and made a part of this resolution for all purposes.

SECTION 15. This Ordinance shall be in force and effect from and after its passage on the date shown below; provided that if any term or provision of this resolution conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Election Code.

SECTION 16. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

AND, IT IS SO ORDERED.

[*Signatures on Following Page***]**

PASSED AND APPROVED this 16th day of July 2026.

LAGO VISTA, TEXAS

_____
Shane Saum, Mayor

ATTEST:

_____
Robin Smith, City Secretary

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

ORDENANZA NO. 26-07-16-01

UNA ORDENANZA QUE ORDENA Y ESTABLECE PROCEDIMIENTOS PARA LAS ELECCIONES GENERALES DE 2026 EN LA CIUDAD DE LAGO VISTA PARA ELEGIR A LOS FUNCIONARIOS PARA LUGAR 2, LUGAR 4, Y LUGAR 6; PROVEER AVISO DE LA ELECCIÓN; PROPORCIONAR PRECINTOS ELECTORALES Y LUGARES DE VOTACIÓN; DISPOSICIONES PARA LA VOTACIÓN ANTICIPADA; PROPORCIONAR UNA FECHA EFECTIVA Y CLÁUSULA DE REUNIONES ABIERTAS; Y PROVEER PARA ASUNTOS RELACIONADOS.

CONSIDERANDO QUE, el 3 de noviembre de 2026 habrá una elección general para elegir a los siguientes funcionarios para la Ciudad de Lago Vista ("Ciudad"): Concejal, Puesto 2; Concejal, Puesto 4; y Concejal, Puesto 6;

CONSIDERANDO QUE, el Código Electoral de Texas es aplicable a dicha elección y esta Ordenanza establece los procedimientos consistentes con el Código, convoca la elección general, y designa el lugar de votación para la elección;

CONSIDERANDO QUE, los votantes de la Ciudad serán atendidos de forma adecuada y conveniente por los lugares de votación anticipada especificados aquí dentro, los cuales se encuentran fuera de los límites de la Ciudad, y tales lugares de votación facilitarán la conducta ordenada de la elección;

CONSIDERANDO QUE, la Ciudad ha hecho provisiones para contratar con el Condado de Travis para realizar la elección de la Ciudad, según el *Capítulo 31 del Código Electoral de Texas y Capítulo 791 del Código Gubernamental de Texas* (el "Acuerdo Electoral" o "Contrato Electoral") y tal contrato estipula subdivisiones políticas sujetas al Contrato Electoral que tiene elecciones el mismo día en todo o parte del mismo territorio para convocar una elección conjunta como autorizado en *el Capítulo 271, Código Electoral de Texas.*

AHORA, POR LO TANTO, EL CONSEJO MUNCIPAL DE LA CIUDAD DE LAGO VISTA, TEXAS, DECRETA A ORDENA QUE:

SECCIÓN 1. La Elección General de la Ciudad se llevará a cabo el martes, el 3 de noviembre de 2026, para elegir Concejales para el Puesto 2, el Puesto 4, y el Puesto 6, para servir un mandato de dos (2) años cada uno. Los candidatos de la elección de los cargos mencionados deberán presentar sus solicitudes para ser candidatos con el Secretario Municipal de la Ciudad, en el Ayuntamiento, 5803 Thunderbird Drive, Lago Vista, Texas 78645, entre sábado el 18 de julio de 2026 y el lunes, el 17 de agosto de 2026 a las 5:00pm. Todas las solicitudes para candidatura estarán en un formulario prescrito por *el Código Electoral de Texas.*

SECCIÓN 2. El orden en que los nombres de los candidatos para cada puesto se imprimirán en la boleta se determinará por un sorteo realizado por el Secretario Municipal en acuerdo

con la Sección 52.094 del *Código Electoral de Texas.* El Secretario Municipal publicará un aviso de la fecha para realizar el sorteo para un lugar en la boleta en el tablón de anuncios ubicado en el Ayuntamiento, un lugar conveniente y fácilmente accesible para el público en general, y el aviso se publicará y permanecerá publicado continuamente por lo menos setenta y dos (72) horas antes de la hora prevista de la reunión.

SECCIÓN 3. El aviso de la elección se dará y la elección se realizará en conformidad con las disposiciones del *Código Electoral de Texas* en todos los aspectos. Las boletas para la elección se cumplirán con el *Código Electoral de Texas* y estarán en la forma que la Ciudad le proporciona al Funcionario Electoral del Condado de Travis para usar en los aparatos de votación y las boletas utilizadas por el Condado de Travis.

SECCIÓN 4. El Funcionario Electoral del Condado de Travis, sus empleados, sus personas nombradas, y los jueces electorales, los jueces suplentes, y los oficinistas debidamente designados para la elección, llevarán a cabo la elección en la forma prevista por el contrato con la Ciudad y la ley que rige la celebración de las elecciones de la autonomía local de las ciudades del Estado de Texas, y las boletas oficiales, junto con tales otros materiales electorales requeridos por el *Código Electoral de Texas*, se prepararán en los idiomas inglés y español y contendrán tales disposiciones, marcas, y lenguaje como es requerido por la ley.

SECCIÓN 5. La votación anticipada, tanto por la apariencia personal y por correo, se llevará a cabo por el Funcionario Electoral del Condado de Travis, quien es designado y nombrado Secretario de Votación Anticipada, de acuerdo con el *Código Electoral de Texas.* La votación adelantada en persona se realizará en lugares y locales autorizados por la ley estatal y el Funcionario Electoral del Condado de Travis. La votación adelantada comenzará lunes, el 19 de octubre de 2026, y continuará hasta viernes, el 30 de octubre de 2026. La votación anticipada también se llevará a cabo en cualquier hora y lugar autorizado por el Funcionario Electoral del Condado de Travis. La votación anticipada por los residentes de la Ciudad se puede realizar en cualquier lugar de votación anticipada del Condado de Travis y cualquier otro sitio designado exclusivamente por el Funcionario Electoral del Condado de Travis para los residentes de la Ciudad. La dirección que sigue es el correo oficial del secretario de votación anticipada:

Travis County Early Voting Clerk
P.O. Box 149325
Austin, TX 78714-9325

SECCIÓN 6. Los distritos electorales para la elección serán los distritos electorales establecidos por el Condado de Travis, a condición de que cada uno contenga e incluya un área geográfica que está dentro de la Ciudad. El lugar de votación de cada distrito electoral deberá ser el lugar de votación establecido por el Condado de Travis para tales distritos electorales en el Condado de Travis y la votación de los residentes de la Ciudad. Las urnas se mantendrán abiertas en el día de la elección de las 7:00 am a las 7:00 pm. Los resultados de los distritos en el Condado de Travis serán proporcionados por el distrito electoral, y Funcionario Electoral del Condado de Travis tabulará y proporcionará los resultados para la elección.

SECCIÓN 7. Las solicitudes de boletas y las boletas que se votarán por correo deben dirigirse al Secretario de Votación Anticipada del Condado de Travis en la dirección que se indica arriba. Las solicitudes de boletas por correo deben recibirse antes del cierre de operaciones del 23 de octubre de 2026, el undécimo (11) día antes de la elección.

SECCIÓN 8. El Secretario de la Ciudad, o su designado, se le ordena ayudar al Funcionario Electoral del Condado de Travis en la adquisición y la facilitación de todos los suministros y otros materiales electorales necesarios para realizar las elecciones según el Acuerdo Electoral. El Secretario de la Ciudad también está autorizado a dar los avisos requeridos para la elección, y para tomar otras medidas adicionales como requerido para realizar la elección conforme al *Código Electoral de Texas* y los *Estatutos de la Ciudad*, siempre que, en conformidad con el Acuerdo Electoral entre el Condado de Travis y la Ciudad, el Funcionario Electoral del Condado de Travis tendrá el deber y la responsabilidad de organizar y llevar a cabo las elecciones conforme al *Código Electoral de Texas*, y de proporcionar todos los servicios especificados en el Acuerdo Electoral. El Funcionario Electoral del Condado de Travis dará los avisos requeridos para la elección general conforme al Código Electoral de Texas y el Acuerdo Electoral.

SECCIÓN 9. Los jueces presidentes, los suplentes jueces presidentes, y los secretarios para la elección serán seleccionados y nombrados por el Condado de Travis y sus personas designadas según los requisitos de la ley estatal, y esos jueces y secretarios, elegidos por el Condado de Travis y sus personas designadas por la presente son designados y nombrados por el concejo municipal como los funcionarios electorales, los jueces y los secretarios, respectivamente, para la celebración de dicha elección general. Los jueces presidentes, los suplentes jueces presidentes, y los secretarios efectuarán las funciones y los deberes de sus posiciones respectivas que son proporcionadas por la ley estatal. El concejo municipal confirmará y nombrará a los jueces electorales y los suplentes jueces electorales que son designados por el Condado de Travis para la elección.

SECCIÓN 10. El anuncio de la elección se dará por la publicación de un aviso que contenga la copia sustancial de esta Ordenanza en el tablón de anuncios que se utiliza para publicar información de las reuniones del consejo de administración en el Ayuntamiento y en los antedichos lugares de votación no más tarde del vigésimo primer (21) día antes de la día de elección, y por la publicación de dicho Aviso Electoral por lo menos una vez, no antes de treinta (30) días ni más tarde de diez (10) días antes de dicha elección, en un periódico de circulación general en la Ciudad. El aviso que se publique, y el anuncio que se publique en un periódico de circulación general dentro de la ciudad, ambos deberán ser escritos en inglés y español.

SECCIÓN 11. El Alcalde está autorizado y ordenado a publicar una orden electoral para esta elección que cumple con el Código Electoral de Texas para el 19 de agosto de 2026.

SECCIÓN 12. La elección será realizada por el Funcionario Electoral del Condado de Travis conforme a la ley estatal y el Acuerdo Electoral. Solo los votantes calificados que residen en la Ciudad tendrán derecho a votar en la elección.

SECCIÓN 13. Los antecedentes contenidos en el preámbulo del presente documento se declaran verdaderos y dichos antecedentes se adoptan y forman parte de esta resolución para todos los fines.

SECCIÓN 14. Esta Ordenanza estará en vigencia a partir y después de su aprobación en la fecha indicada más abajo; siempre y cuando cualquier término o disposición de esta resolución entre en conflicto con, o sea inconsistente con, el Código Electoral de Texas, el Código Electoral de Texas regirá y controlará y el Funcionario Electoral deberá cumplir con el Código Electoral de Texas.

SECCIÓN 15. Se resuelve oficialmente que esta reunión fue abierta al público, y el aviso público de la hora, el lugar, y el propósito de dicha reunión se dio, todo como requiere la Ley de Reuniones Abiertas, *Capítulo 551, Código Gubernamental de Texas.*

Y, ASÍ SE ORDENA.

PASADO Y APROBADO en este 16th día de julio de 2026.

LAGO VISTA, TEXAS

_____
Shane R. Saum, Alcalde

DOY FE:

_____
Robin Smith, Secretaria de la Ciudad

Por una moción del Concejal _____, secundada por el Concejal _____, el documento anterior y precedente fue aprobado.

AGENDA ITEM NO. VIII.3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Consider, discuss, and take action on Resolution No. 26-2216; to approve the provision of at least one accessible voting system at each City of Lago Vista polling place, as required by Section 61.012 of the Texas Election Code. State law requires that each polling location used in a Texas election provide at least one voting system that complies with applicable state and federal accessibility requirements, allowing voters with physical disabilities to cast a secret ballot.

RECOMMENDATION: Approve Resolution No. 26-2216.

ATTACHMENTS:
Res. No. 26-2216 New Equipment Adoption Order.pdf

Resolution No. 26-2216

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING THE ACQUISITION AND USE OF EXPRESSVOTE UNIVERSAL VOTING SYSTEM FOR THE NOVEMBER 3, 2026 GENERAL ELECTION; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 61.012 of the Texas Election Code requires that City of Lago Vista must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

WHEREAS, the Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner. The DS450, DS850 & DS950 Digital® Central Count Scanner will be used to process all by mail ballots.

WHEREAS, Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

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

Section 1. As chief elections officer of the City of Lago Vista, the City Secretary shall provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any and every election ordered on or after August 1, 2023. The ES&S ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner may be acquired by any legal means available to City of Lago Vista including but not limited to lease or rental from the County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 2. It is hereby officially found. and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 16th day of July, 2026.

_____

Shane Saum

Mayor, City of Lago Vista, Texas

Revised August 2023

ATTEST:

_____

Robin Smith

City Secretary, City of Lago Vista, Texas

APPROVED AS TO FORM:

_____

Bradford Bullock

City Attorney, City of Lago Vista, Texas

AGENDA ITEM NO.
VIII.4

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Consider, discuss, and take action on the lower ball field lease with the Lago Vista Independent School District (LVISD.)

ATTACHMENTS:
Lease LVISD.pdf
Interlocal_LVISD.pdf

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 Personalty prior to the expiration or termination of this Lease, such Personalty 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 TENENTS 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 Tennant: 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:
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:
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:
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.

Notary Public – State of Texas

HOLLY HANS JACKSON
Notary Public, State of Texas
My Commission Expires
November 09, 2015

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 improvements[1] ("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" ("theLease") 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.

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

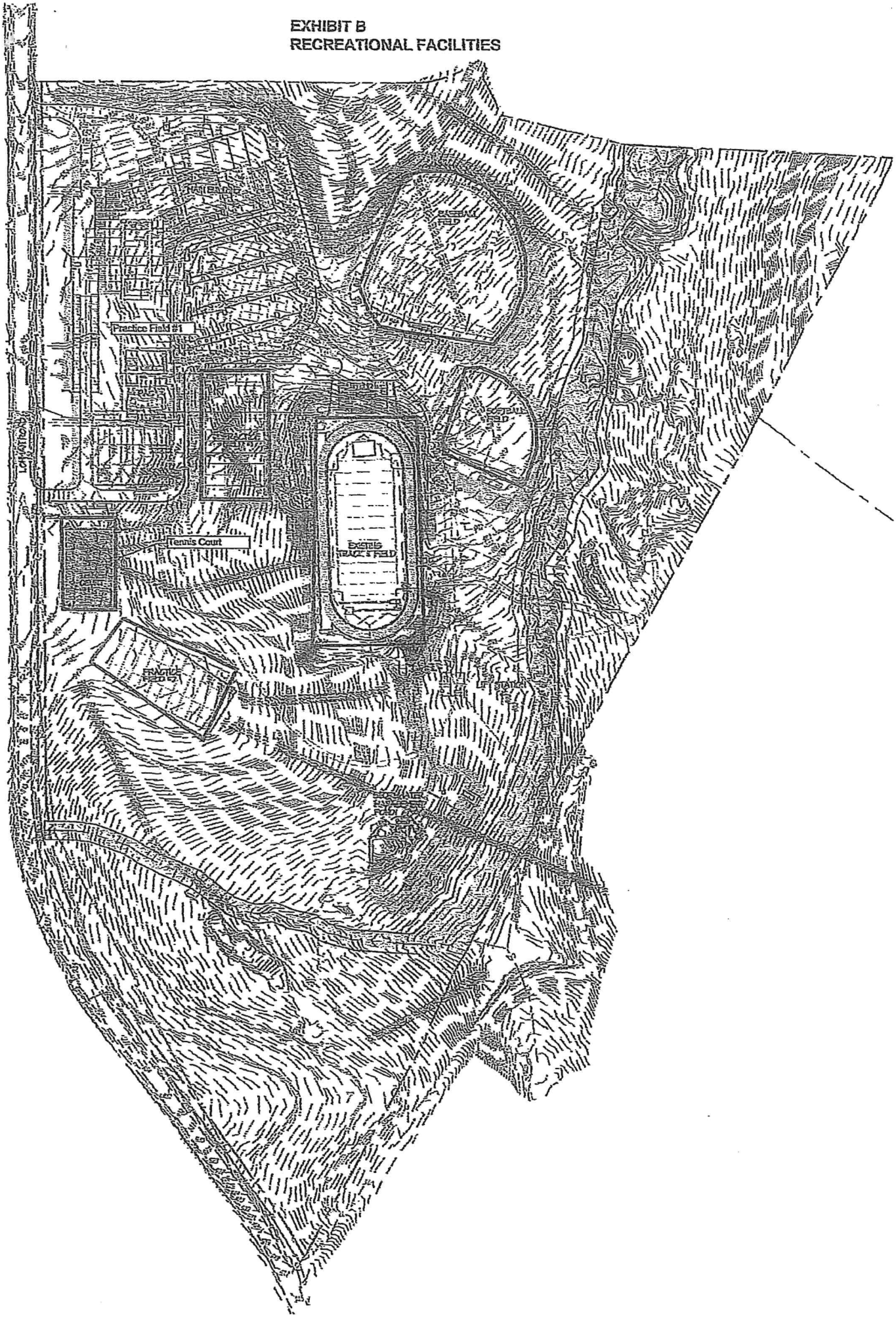
EXHIBITS TO INTERLOCAL COOPERATION AGREEMENT

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

Exhibit A
District Land



EXHIBIT B
RECREATIONAL FACILITIES



AGENDA ITEM NO.
VIII.5

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Charles West, City Manager

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 2026.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 utility bills 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 **three 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

_____
Mayor

MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP

_____
Matthew Tepper
Manager

AGENDA ITEM NO. VIII.6

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	July 16, 2026
SUBMITTED BY:	Robin Smith, City Secretary
SUBJECT:	Approve the minutes of the June 26, 2026, City Council Workshop Meeting.
RECOMMENDATION:	Approval of the June 26, 2026, City Council Workshop Meeting Minutes.

ATTACHMENTS:
26-06-26-draft CC workshop minutes.pdf

CITY COUNCIL CITY COUNCIL
WORKSHOP MINUTES
FRIDAY, JUNE 26, 2026
12:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX

Shane R 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, Jess Hall, Charles West, Brad Bullock
Absent: Karen Van Ness
Attorney, Brad Bullock attended the meeting 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

Mayor, Shane Saum called the meeting to order at 12:03 pm.

II. CITIZEN COMMENTS

No citizen comments were received during this time.

III. WORK SESSION

1. 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 continued the Charter Review Workshop. Charter Review Committee members Robert Owen, Gene Harris, and Mark Douglas were present and responded to Council questions as needed.

IV. ADJOURNMENT

Mayor, Shane Saum adjourned the meeting at 4:04 pm.

[Signatures to follow]

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.

AGENDA ITEM NO.
VIII.7

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Approve the minutes of the July 2, 2026, City Council Meeting.

RECOMMENDATION: Approval of the July 2, 2026, City Council Meeting Minutes.

ATTACHMENTS:
26-07-02-CC draft minutes.pdf

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

Shane R 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: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Jess Hall, Charles West, Brad Bullock
Absent: Karen Van Ness – excused absence.
Adam Benefield joined the meeting 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

Mayor Saum called the meeting to order at 3:03 pm.

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to; *City Council convened into Executive Session at 3:05 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.
   Brad updates legal questions item 2, update property, legal questions 12 (B) report.

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:

City Council reconvened into open session at: 4:14 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.
   Brad updates legal questions to Council on item 2, update property, legal questions 12 (B) report.

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.
   Jeff Howard, attorney for Turnback Development is available for questions from City Council. City attorney, Brad Bullock stated to council that his opinion as to approve the extension.

   Moved by Norma Owen; seconded by Jess Hall to Approve amendment to Dissolution of Turnback Ranch Public Improvement District.

   Motion Passed: 6- 0

   Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Jess Hall

   Voting Against: None

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. *No Action*
   Mayor Pro Tem, Norma Owen and Councilor Paul Prince make comment on this item .

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.
   No action

IV. INVOCATION

Invocation lead by Minister, Glen Mullen.

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 comment received by Marlene Plua.

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.
   Mayor Saum recognizes Charlie Norris and presents recognition of achievement certification.

2. Presentation from Police Chief Ron Joy regarding License Plate Readers technology, including the Flock Safety camera system.
   Chief Ron Joy presented an overview of the Flock Safety camera system to the City Council. Following the presentation, Chief Joy responded to questions from Council members. Citizen Comment received by Ebz VonOhlerking, David VonOhlerking, Darci Devough, Virgil Rogers, Cassie Daley, Nan Nesmith, Eilene Wolfard, Marlene Plua. Mayor Saum read in citizen comments by: Alison Freer, Debra Nathanson, Erin Tullius, Reverend Dale Chrisman, Pat Greenwood, Thomas Blacha, Denise Sellers.

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.

Councilor Benefield exited the meeting and was not present for the remainder of the meeting. Councilor Benefield did not participate in the consideration or vote on the remaining agenda items.

1. Approve the minutes of the June 4, 2026, City Council

   Meeting. Moved by Norma Owen; seconded by Paul Prince

   to Approve. Motion Passed: 5- 0

   Voting For: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Jess Hall

   Voting Against: None

2. Approve the minutes of the June 12, 2026 City Council

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

   Approve. Motion Passed: 5- 0

   Voting For: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Jess Hall

   Voting Against: None

3. Approve the minutes of the June 18, 2026, City Council

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

   Approve. Motion Passed: 5- 0

   Voting For: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Jess Hall

   Voting Against: None

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

   Moved by Norma Owen; seconded by Paul Prince to

   Approve. Motion Passed: 5- 0

   Voting For: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Jess Hall

   Voting Against: None

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.

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

   Motion Passed: 5- 0

   Voting For: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Jess Hall

   Voting Against: None

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

   Moved by Amanda Chavarria; seconded by Paul Prince to Approve as Amended nominated Councilor Benefield for TML Intergovernmental Risk Pool Board of Trustees.

   Motion Passed: 5- 0

   Voting For: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Jess Hall

   Voting Against: None

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.

   Moved by Norma Owen; seconded by Paul Prince to

   Approve. Motion Passed: 5- 0

   Voting For: Shane R Saum, Norma Owen, Paul Prince, Amanda Chavarria, Jess Hall

   Voting Against: None

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.
   No action. Council would like City Manager, Charles West to speak with MVBA to discuss the contract terms and bring back to City Council on consent.

X. WORK SESSION

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

Direction from City Council is not to renew the lease.
Place item on consent for the next City Council meeting.

XI. ITEMS OF COMMUNITY INTEREST

XII. STAFF AND COUNCIL LIAISON REPORTS

A. Routine Reports from City Staff.
Library Advisory Board 2026 Annual Report.
Mr. Michael Zaydel updates City Council on the 2026 Annual report for the Library Advisory Board. The Board approved three new policies for the library including, notary services, test proctoring, and library display policy.
Citizen Comment received by Dale Mitchell, Councilor Paul Prince, Councilor Chavarria, Councilor Hall and Mayor Pro Tem Norma Owen.
Charles West updated the Council on the status of the Presiding Judge interview process and provided an overview of the progress made to date.

B. Routine Reports from City Council Board/Commission/Committee Liaisons.
Councilor Hall updated the Council on the Golf Course Committee.
Councilor Chavarria provided updates on Keep Lago Vista Beautiful (KLVB) and the Fourth of July activities. She also updated the Council on the recent Building and Standards Commission meeting, noting that the Commission is requesting a $250,000 budget allocation to condemn unsafe properties and perform necessary cleanup. Additionally, she reported that the Library Advisory Board (LAB) will meet on July 13.
Mayor Pro Tem Norma Owen reported that the Board of Adjustment (BOA) met on Monday, July 6. She also advised that the IPAS Committee and the Economic Development Corporation (EDC) are both scheduled to meet on July 14.
Mayor Saum provided an update on the community's Fourth of July activities and events.
Councilor Prince announced that the Planning and Zoning (P&Z) Commission meeting is scheduled for one week from today.

C. Request for future agenda items. (No discussion)
No items were discussed during this time.

XIII. ADJOURNMENT

Mayor Saum adjourned the meeting at 9:19 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.

AGENDA ITEM NO. IX.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Mayor Pro-Tem Owen, Mayor Pro-Tem

SUBJECT: Consideration and possible action regarding Resolution No. 26-2217; resolution by the City Council of the City of Lago Vista, Texas appointing individuals to serve as members on the Board of Adjustments Commission.

BACKGROUND: The City previously amended the Board of Adjustment ordinance to expand the Board from seven (7) to eight (8) regular members in recognition of the Board's unique quasi-judicial responsibilities and the importance of maintaining sufficient membership for hearings. The eighth position, however, has remained vacant due to the challenge of recruiting qualified citizens willing to serve.
Unlike most City boards and commissions, the Board of Adjustment is required to obtain a supermajority vote to approve certain applications. As a result, while a quorum may be present to conduct business, the Board may not have enough participating members to take final action on variance requests when members are absent because of vacations, business travel, illness, or other unavoidable conflicts.
The Board experienced approximately a five-month period with no applications requiring meetings. As application activity has resumed, attendance challenges have become more apparent. At the July 2026 meeting, a quorum was present; however, there were insufficient participating members to hear the posted variance applications, requiring those applicants to wait until the next regular meeting.
The City has now received applications from a qualified residents interested in serving on the Board of Adjustment, providing an opportunity to fill the existing vacancy. In addition, appointing alternate members would provide greater operational flexibility when regular members are unavailable or must recuse themselves from a matter.

FINDINGS: The Board of Adjustment currently has one vacant regular member position.
Recent meetings have demonstrated the operational challenges created when the Board cannot assemble enough participating

members to act on scheduled applications.
Filling the vacant position and appointing alternate members will improve the Board's ability to conduct timely hearings and better serve applicants while preserving the Board's quasi-judicial responsibilities.

RECOMMENDATION: Appoint a qualified applicant to fill the vacant eighth position on the Board of Adjustment and appoint up to three (3) alternate members to serve in accordance with the City's Code of Ordinances.

ATTACHMENTS:
Res. No. 26-2217 Apoint BOA Member Alt.docx
19-11-21-02 Add BOA Member Ordinance.pdf

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 26-2217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, APPOINTING AN INDIVIDUAL TO FILL A VACANT POSITION ON THE BOARD OF ADJUSTMENT AND APPOINTING AN ALTERNATE MEMBER TO THE BOARD OF ADJUSTMENT.

WHEREAS, a vacancy exists on the Board of Adjustment (the "Board"); and

WHEREAS, the City Council desires to appoint qualified individuals who are objective, knowledgeable, and have acquired relevant experience to serve on the Board; and

WHEREAS, it is in the best interest of the City to fill the vacant Board position and appoint an Alternate Member to ensure the Board is able to efficiently conduct its business.

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, does hereby appoint **_____** to fill the vacant position on the Board of Adjustment for the remainder of the unexpired term, which expires **December 31, 2027**.

THAT, the City Council of the City of Lago Vista, Texas, does hereby appoint **_____** as an Alternate Member of the Board of Adjustment for a term expiring **December 31, 2027**.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 16th day of July, 2026.

CITY OF LAGO VISTA

_____
Shane Saum, Mayor

ATTEST:

_____
Robin Smith, City Secretary

ORDINANCE NO. 19-11-21-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING ARTICLE 9.1900 OF CHAPTER 9 OF THE LAGO VISTA CODE OF ORDINANCES TO INCREASE THE NUMBER OF MEMBERS OF THE BOARD OF ADJUSTMENT TO EIGHT QUALIFIED ELECTORS; PROVIDING FOR A SAVINGS CLAUSE; SEVERABILITY CLAUSE; EFFECTIVE DATE; OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Lago Vista, Texas is a Home Rule City; and

WHEREAS, the City Council of the City of Lago Vista has previously established a Board of Adjustment in Chapter 9, Article 9.1900 of the Lago Vista Code of Ordinances; and

WHEREAS, the Board of Adjustment currently consists of seven regular members; and

WHEREAS, the City Council finds that they would be better served by a Board of Adjustment consisting of eight regular members.

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

SECTION 1. FINDINGS. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

SECTION 2. MODIFICATION. The City Council of the City of Lago Vista, Texas, does hereby amend Chapter 9, Article 9.1900, Code of Ordinances as shown in Exhibit "A.".

SECTION 3. SAVINGS CLAUSE. All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Lago Vista, Texas, are hereby repealed to the extent said ordinances, orders or resolutions or parts thereof are in conflict herewith.

SECTION 4. SEVERABILITY CLAUSE. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code.*

SECTION 6. OPEN MEETINGS. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 21st day of November 2019.

Ed Tidwell, Mayor

ATTEST:

Sandra Barton, City Secretary

On a motion by Councilman Collins, seconded by Councilman Williams, the above and foregoing ordinance was passed and approved.

CHAPTER 9

PERSONNEL

*****

ARTICLE 9.1900 BOARD OF ADJUSTMENT

Sec. 9.1901 Established

The board of adjustment was created and established on February 12, 1986.

Sec. 9.1902 Composition, Removal of Members, Filling of Vacancies

(a) The board of adjustment shall be composed of eight (8) qualified electors of the city. The city council will consider for appointment to the board of adjustment only those persons who have demonstrated their civic interest, general knowledge of the matters to be acted upon by the board, independent judgment and availability to prepare for and attend meetings and hearings. It is the intent of the city council that members shall, by reason of diversity of their individual occupations, constitute a board which is broadly representative of the community.

(b) Each board member shall be required to meet qualifications within city charter Section 3.02.

Sec. 9.1903 Reestablishment, Terms of Office

The terms of four (4) of the members shall expire on January 1st of each odd-numbered year and the terms of four (4) of the members shall expire on January 1st of each even-numbered year. Board of adjustment members may be appointed to succeed themselves. Vacancies shall be filled for unexpired terms, yet no members shall be appointed for a term in excess of four (4) years. Newly appointed members shall be installed at the first regular board of adjustment meeting after their appointment.

*****

AGENDA ITEM NO. IX.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Charles West, City Manager

SUBJECT: Consider, discuss, and take action on Ordinance No. 26-07-16-02 to approve a Franchise Agreement with Pedernales Electric Cooperative (PEC).

RECOMMENDATION: Approve Ordinance No. 26-07-16-02.

ATTACHMENTS:
Ord. No. 26-07-16-02 PEC franchise agreement.pdf

ORDINANCE NO. 26-07-16-02

STATE OF TEXAS
CITY OF LAGO VISTA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, GRANTING A TRANSMISSION AND DISTRIBUTION ELECTRIC UTILITY FRANCHISE TO PEDERNALES ELECTRIC COOPERATIVE, INC. FOR A TEN (10) YEAR TERM COMMENCING ON THE EFFECTIVE DATE OR THE LONGEST TERM ALLOWED BY THE CITY CHARTER; CONTAINING VARIOUS TERMS AND CONDITIONS WITH REGARD TO THE GRANT OF SUCH FRANCHISE; PROVIDING FOR THE SUPERSEDING OF ANY AND ALL KINDS OF ORDINANCES, REGULATIONS, RULES, OR POLICIES THAT ARE IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA TEXAS, that:

Section 1. Grant. The City of Lago Vista, Texas ("City"), pursuant to this ordinance ("Ordinance") does hereby grant unto Pedernales Electric Cooperative, Inc. and to any of the cooperative's affiliates, successors and permitted assigns ("Cooperative") (collectively "Parties"), the right, privilege, and franchise to erect, construct, maintain, operate, use, extend, remove, replace, reconstruct, and repair in, under, upon, over, and across, and along any and all of the present and future streets, lanes, alleys, hereafter owned or controlled by the City, and public utility easements owned by the City, and under, upon, over, and across any squares, streams, or bridges, now or hereafter owned or controlled by the City (collectively, "Public Right-of-Way"), except and unless the City's right to said property is exclusively vested in the City without right to allow access to another entity, a system of poles, transmission and distribution lines, wires, guys, anchors, conduits, conductor, transformers, enclosures, concrete pads, ground rods, cable risers, fiber optic cables and other desirable instrumentalities and appurtenances necessary or proper for the purpose of transmitting, distributing, carrying, conducting, conveying, supplying, furnishing and selling to the City and the inhabitants of the City or other person or persons, firms or corporations, whether within or without the City, electricity, energy, power, light, heat, energy services, and for any other purpose for which electricity or energy services may be now or hereafter used; and for communication signals or the capability and capacity for transport of communication signals of whatever kind and character; to carry and transport communication signals by means of said poles, transmission and distribution lines, wires, guys, conduits, conductor or other instrumentalities to sell and distribute same to the City, the inhabitants of said City, and any other persons, firms or corporations whether within or without the City.

Section 2. City Property; Annexation. It is expressly understood and agreed that this Ordinance grants the Cooperative the rights and privileges contained in Section 1 above only as to property located within the corporate limits of the City presently in the Cooperative's service area and to property hereinafter annexed by the City which is located within the Cooperative's service area. The City shall notify Cooperative in writing of the effective date of any annexation of

property into the City limits that would require Cooperative to include such properties for purposes of calculations of any amounts due under this Ordinance. Cooperative shall not be liable for any late payments, penalties or interest on the portion of a quarterly payment that does not include gross revenues for Cooperative customers within a newly annexed area until ninety (90) days after written notice from the City to the Cooperative of any such annexation. Thereafter the Cooperative shall assure that any and all customers located within such annexed territory be included and shown on its accounting system as being within the City. After such ninety (90) day written notice from the City to the Cooperative, all customers' accounts located within such annexed territory shall begin accrual for purposes of the payment provisions specified in this Ordinance.

Section 3. Operations and Maintenance.

3.1 The design, construction and maintenance of the Cooperative facilities shall be in accordance with Cooperative standards. Structures, lines, guys, and other installations shall be erected consistent with the National Electrical Safety Code (NESC) and any other applicable state and national standards.

3.2 Notwithstanding any City ordinance with respect to development and maintenance of Public Right-of-Way, the Cooperative may take such actions, including, but not limited to open-cutting streets, curbs and sidewalks, and boring, or utilizing any other methods it deems reasonably necessary to construct, operate and maintain the Cooperative facilities within the City, and remove obstructions to the Cooperative's facilities that endanger or interfere with the efficiency of the Cooperative's facilities. In consideration of the terms and conditions of this Ordinance, the Cooperative shall be exempt from any permitting requirements or other administrative process or fees associated with development and maintenance of Public Right-of-Way.

The surface of any street, alley, or public way or place disturbed by the Cooperative shall be restored to substantially the same condition existing prior to the work by the Cooperative within a reasonable time after the completion of the work. No street, alley, or public way or place shall be encumbered by the Cooperative for a longer period than shall be reasonably necessary to execute the work.

3.3 Notwithstanding any City ordinance with respect to trees or vegetation near or around electric facilities, the Cooperative shall have the authority to trim, treat or remove trees and vegetation upon or overhanging its facilities that may endanger or interfere with the facilities and their operation, and to prevent the vegetation and the branches of such trees from coming in contact with the system or to the extent that safety standards of NESC or Cooperative standards require vegetation maintenance or removal given their proximity to electric facilities. The Cooperative's vegetation management practices shall be consistent with the safety requirements for pruning, repairing, maintaining, and removing vegetation in accordance with NESC Section 218 or other applicable law. In consideration of the terms and conditions of this Ordinance, the Cooperative shall be exempt from any permitting process or fees associated with the removal or maintenance of vegetation which poses risk to proper operation and safety of Cooperative facilities.

Section 4. Construction and Expansion of Electric Facilities.

4.1 The Cooperative and City will take all reasonable efforts to coordinate their planning and construction activities including accommodations for easements for Cooperative facilities, notwithstanding any exclusive municipal easements. The City will make reasonable efforts in connection with the review and approval of new subdivision developments to accommodate Cooperative electric facilities and Cooperative standards. The City will also make reasonable efforts during right-of-way acquisition and the planning of new roadway construction to acquire a public utility easement in private property adjoining or adjacent to the Public Right-of-Way to accommodate the Cooperative facilities. The City may, upon request and when readily available, provide the Cooperative with publicly available capital improvement planning information, without any obligation to prepare, update, or distribute information outside the ordinary course of City operations.

4.2 While the Cooperative's standard delivery system facilities consist of overhead or underground distribution facilities necessary to provide electric service, underground electric service to serve any customer may, by agreement with the Cooperative, be provided subject to the terms of its Tariff and Business Rules.

4.3 Notwithstanding any City ordinance with respect to placement of underground utilities, the City acknowledges that certain new and existing electric distribution facilities and infrastructure relating to electric delivery or system reliability and redundancy may be placed or remain overhead, including, but not limited to, distribution line improvements for substations and riser poles (that transition overhead lines into underground facilities), and system upgrades or relocations of existing overhead facilities. To the extent that safety standards of NESC or Cooperative standards require facilities to be placed overhead or remain overhead, such lines will remain or be placed overhead. To the extent any gateway corridor overlay or similar classification exists within the City, this Section 4.3 governs overhead placement of facilities.

4.4 The Cooperative shall, when planning improvements to existing distribution facilities in the Public Right-of-Way, give reasonable consideration to installing the upgraded distribution facilities underground; provided that if the City requires the upgraded facilities to be placed underground, it must pay the Cooperative in advance: (1) the cost of associated engineering costs to determine the cost differential between overhead and underground construction and if determined to proceed with underground construction, (2) the differential cost between overhead and underground construction and facilities. In addition to ensure safe and reliable service, the Cooperative must approve any improvements to be placed by the City over, on, or across any Cooperative facilities, including without limitation, sidewalks, roadways, trails or landscaping. To the extent that the City places improvements upon Cooperative's underground facilities, the City at its expense will repair damage to any portion of the Public Right-of-Way caused by the Cooperative's maintenance or repair of its facilities.

To the extent the City selects underground construction of facilities in such case, in the event any additional future road widening or relocation project then is required by the City,

the City shall pay the differential cost between overhead and underground for the facilities to remain underground.

Section 5. Relocation of Electric Facilities.

5.1. If the City, in order for the accommodation or new construction of its sewers, water lines, streets or other infrastructure project or public works including any beautification project, shall require any structures, lines, guys, or other installations of the Cooperative located in Public Right-of-Way to be shifted or relocated to a new position in other available Public Right-of-Way, such structures, lines, guys, or other installations shall be so shifted or relocated by the Cooperative at the Cooperative's expense; provided, however, the City shall work with the Cooperative to determine the most cost effective method of relocation or shifting of the Cooperative's facilities. City shall give the Cooperative reasonable prior written notice of its projects requiring relocation of the Cooperative's facilities, and shall provide an alternate easement for relocation. For the avoidance of doubt, the City may not require the Cooperative to relocate its facilities underground in a public easement, and a location underground in a public easement will not constitute an "alternate easement" for purposes of this Section unless the City pays in advance the differential cost between overhead and underground for the facilities to be placed underground.

5.1.1. If City determines to abandon or vacate any Public Right-of-Way in which the Cooperative has facilities, such abandonment shall be conditioned on the City acquiring rights for the Cooperative to operate or continue to operate within such Public Right-of-Way.

5.2. In the event that Cooperative is required by the City to remove or relocate its facilities under this Section and City is eligible under federal, state county, local or other programs for reimbursement of costs and expense incurred by Cooperative as a result of such removal or relocation, and such reimbursement is required to be handled through the City, Cooperative costs and expenses shall be included in any application by City for reimbursement. City shall provide reasonable notice to Cooperative of the deadline for Cooperative to submit documentation of the costs and expense of such relocation to City. If reimbursement is available for relocation, the Cooperative shall receive its portion of reimbursement payments attributable to its facilities.

5.3. If a third-party desires or the City requires Cooperative to adapt or conform any of Cooperative's facilities, or in any way alter, relocate or change Cooperative's property to enable any third party (whether public or private), other than the City, to use the rights-of-way, Cooperative shall have the right to reimbursement of all costs, as a condition of any such alteration, change or relocation. If the third party does not agree to reimburse the Cooperative for its costs, the Cooperative will not be obligated to alter, relocate or change its facilities. The City shall, as part of any franchise agreement with any third party entered into after the date of this Ordinance, make all reasonable efforts to include language requiring the third party to reimburse Cooperative for any and all loss, cost or expense occasioned by the third party's request to alter, change or relocate Cooperative facilities.

Section 6. City Zoning Requirements.

6.1. If Cooperative is required to install facilities in which there is insufficient space outside the Public Right-of-Way for the Cooperative to locate its facilities, the City may designate a distinct area within the Public Right-of-Way as a public utility easement, and to the extent the Cooperative's design and safety standards allow, the Cooperative shall locate such facilities in the area designated by the City. However, to the extent the Cooperative's design and safety standards require certain electric equipment to be located outside of the area designated by the City, the City shall reasonably cooperate with the Cooperative to allow its facilities to be located in an area where safety standards can be met.

6.1.1. If Cooperative's facilities are located as described in this Section 6.1 and the City directs removal or relocation of such facilities under the provisions of Section 5.1, such removal or relocation of Cooperative's facilities shall be at City's expense.

6.1.2. If, pursuant to this Section 6.1, the Cooperative's facilities are located in an area within the Public Right-of-Way not designated by the City as a public utility easement, and the City directs removal or relocation of such facilities under the provisions of Section 5.1, such removal or relocation of Cooperative's facilities shall be at the Cooperative's expense.

Section 7. Pole Attachments. To the extent reasonable and feasible, the Cooperative shall permit private, public or governmental entities desiring to provide communication services to the City and its inhabitants, or governmental entities desiring to provide health and safety services, to attach necessary equipment to existing Cooperative poles, provided that such attachment and use is feasible, does not interfere with Cooperative's ability to utilize its facilities for its purposes, and is not in conflict with the National Electric Safety Code, other safety procedures or requirements of Cooperative. Any entity desiring to attach equipment to the Cooperative's facilities must separately obtain any necessary right-of-way or easement or permits or licenses for its use. Such use shall be subject to the entity's execution of Cooperative's form of contract for pole attachment, acknowledgment and compliance of installation and construction standards for pole attachments, and payment of the Cooperative's applicable fees.

Section 8. Indemnification. THE COOPERATIVE WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, LEGAL ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO ANY WORK DONE IN THE PERFORMANCE OF THIS ORDINANCE ARISING OUT OF A WILLFUL OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE COOPERATIVE, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, PROVIDED, HOWEVER, THAT THE COOPERATIVE SHALL NOT BE LIABLE FOR ANY SUIT, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES ARISING OUT OF A WILLFUL ACT OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

Section 9. Term. This Ordinance shall be in force and effect for a period of ten (10) years from and after the Effective Date (as defined in Section 17) provided that, unless written notice is given by either party to the other not less than sixty (60) days before the expiration of this Ordinance, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice or by the adoption of a new franchise ordinance as agreed to by the Parties. The fee provided for in Section 10 of this Ordinance shall be effective for the Cooperative's gross revenues from its sale of energy and power sold within the City commencing on the first day of the month following the thirty (30) day notice period that the Cooperative provides to the Cooperative's customers.

Section 10. Franchise Fee. In consideration of the rights granted to the Cooperative herein, the Cooperative, during the term of this Ordinance shall pay a fee of four percent (4%) of the gross revenues received by the Cooperative from the Cooperative's sale of energy and power sold to customers within the city limits of the City during such previous year or previous quarter. It is agreed that such payment is in addition to any ad valorem tax now or hereafter to be assessed and collected under the authority of the City's charter or under the laws of the State of Texas. Other than with respect to such ad valorem taxes, the payment so provided for in this Section is in lieu of all other fees or charges of any nature, and the City shall not impose or collect, nor attempt to impose or collect, any other charge or fee in connection with the construction, operation, and maintenance of the Cooperative facilities within the City. The term "gross revenues" shall not include (1) local, state, or federal taxes collected by Cooperative that have been billed to its customers and separately stated on customers' bills, (2) the franchise fee paid under this Ordinance, (3) revenue uncollectible from customers (i.e., bad debts) with billing addresses in the City that may have previously been included in gross revenues, or (4) revenue from the Cooperative's pole attachment agreements. Cooperative shall be entitled to list the franchise fee as a separate line item on monthly bills of Cooperative members who have meters within the City limits. The payment provided for in this Section 10 will reflect the Cooperative's gross revenues on a quarterly basis and will be due to the City within forty-five (45) days after the close of each quarter in the Cooperative's fiscal year.

Section 11. Reports. Upon City's request, at reasonable intervals not to exceed once per fiscal year, the Cooperative will provide to City reports relating to energy and power sold by reason of the operation of the Cooperative within the City as provided in this Ordinance.

Section 12. Assignment. This Ordinance may be assigned by the Cooperative to any entity with the consent of the City, which consent shall not be unreasonably withheld. For the avoidance of doubt, a transfer of this Ordinance by virtue of a sale by the Cooperative of all or substantially all of its assets in the City shall not require consent of the City, but Cooperative shall provide City written notice within thirty (30) days of such transfer.

Section 13. Superseding Effect. This Ordinance supersedes for all purposes any other written agreements with respect to the franchise prior to the acceptance of this Ordinance. This Ordinance shall supersede and take precedence over inconsistent ordinances, resolutions, or regulations hereafter or previously passed by the City.

Section 14. Severability. The provisions of this Ordinance are severable, and if any court of competent jurisdiction enters a final order which holds that any section, subsection, sentence, clause, phrase, or other portion of this Ordinance is invalid, illegal, or otherwise unenforceable, then any such portion shall be deemed a separate, distinct and independent provision, and any such ruling shall not affect any other provision of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable.

Section 15. Notices. Notice to the Parties under this Ordinance shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by express overnight mail service addressed as follows. Courtesy notice may additionally be sent by regular mail, however, such service shall not excuse proper notice as set forth above. Parties may change their address by notifying the other party pursuant to this Section.

To the City:

City of Lago Vista, Texas
Attn: City Manager
PO Box 4727
Lago Vista, Texas 78645

To the Cooperative:

Pedernales Electric Cooperative, Inc.
Attn: Retail Services – Commercial & Industrial Accounts
PO Box 1
Johnson City, Texas 78636-0001

With a copy to:
Pedernales Electric Cooperative, Inc.
Attn: Legal Services
PO Box 1
Johnson City, Texas 78636-0001

Notice shall be effective upon the earlier to occur of actual receipt or the expiration of three (3) business days from the date of deposit in an official depository of the United States Postal Service or from the date of deposit with an express service provider.

Section 16. Confidential Information. To the extent allowed by law, including the Texas Public Information Act (the "TPIA"), the City agrees to hold in strict confidence any non-public information, information marked proprietary or confidential that it receives from the Cooperative. The City will make reasonable efforts to (a) give the Cooperative prior written notice of a request for public information in a reasonably practicable time period to allow the Cooperative to seek a protective order, Texas Attorney General ruling, or other appropriate remedy, and (b) disclose only such information as is required under applicable law. Notwithstanding anything contained within this Ordinance to the contrary, if the release of information received from the Cooperative is

required by the TPIA and applicable Texas Attorney General rulings and case law, then such release shall not be considered a violation of this Ordinance.

Section 17. Effective Date. This Ordinance shall take effect on the date on which the City passes and adopts it in the form authorized by the Cooperative and in accordance with the applicable provisions of Chapter 52 of the Texas Local Government Code (the "Effective Date"); provided, however, the payment of the franchise fee will be as described in Section 10.

Section 18. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 19. Termination - Remedies. The franchise granted herein may be terminated only upon an uncured event of default of the terms of this Ordinance. City shall notify Cooperative in writing at least thirty (30) business days in advance of the City Council meeting at which the questions of termination shall be considered, and Cooperative shall have the right to appear before the City Council and raise any objections or defenses Cooperative may have that are relevant to the proposed forfeiture or termination. Any final decision of the City Council may be appealed by the Cooperative to District Court. Upon timely appeal by Cooperative of the City Council's decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the one-hundred eightieth (180th) day following the date of the final termination decision of the City Council. Until the termination becomes effective the provisions of the franchise granted herein shall remain in effect for all purposes. Notwithstanding the foregoing, each party reserves its rights at law and in equity.

Section 20. Waiver of Claims. The Parties agree to waive any and all claims, asserted or unasserted, arising out of all prior franchise agreements between the Parties.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED THIS THE _____DAY OF _____, 202__.

CITY OF LAGO VISTA

_____
Mayor Shane R. Saum

ATTEST:

_____
City Secretary Robin Smith

ACKNOWLEDGED, ACCEPTED, AND AGREED TO:

PEDERNALES ELECTRIC COOPERATIVE, INC.

BY: _____

NAME: _____

DATE: _____

AGENDA ITEM NO. IX.3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Charles West, City Manager

SUBJECT: Consider, discuss, and take action regarding the purchase of real property pursuant 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).

ATTACHMENTS:
Highland_Lakes_Golf_Course_Acquisition_Decision_Briefing_Final.pdf

CITY OF LAGO VISTA TEXAS

CITIZEN & CITY COUNCIL BRIEFING

Former Highland Lakes Golf Course Acquisition

Is purchasing the property in the City's best interest?

Final analysis • July 2026

Bottom line: a below-appraised, cash-funded strategic acquisition—with no borrowing and customary closing safeguards.



DECISION FRAME

The decision is bigger than “buy or don’t buy”

$ Value

Is the City acquiring the combined property at a defensible price, and is each tract fairly valued?

N Need

Does ownership solve a real municipal need—now or later—or could existing rights and less costly alternatives achieve the same result?

! Execution

Are title, condition, permitting, future capital costs, and property-stewardship responsibilities understood before closing?

A favorable purchase price is a strong foundation. The City should also confirm legal control, property condition, total cost, and the long-term use strategy.

Evaluation framework developed from the appraisal, purchase agreements, deed, survey, and wastewater planning materials.

UPDATED CONCLUSION

Executive assessment: yes, with customary safeguards

Based on the current record, purchasing the property appears to be in the City's best long-term interest.

FACTS SUPPORTING ACQUISITION

- The City-commissioned appraisal values the combined property at $1.40 million versus a $1.20 million purchase price.
- The City reports no known environmental concerns, and the appraisal notes no known toxic hazards on or near the site.
- The cash purchase uses available real estate funds—no borrowing, interest, or debt service—while preserving a scarce strategic asset.

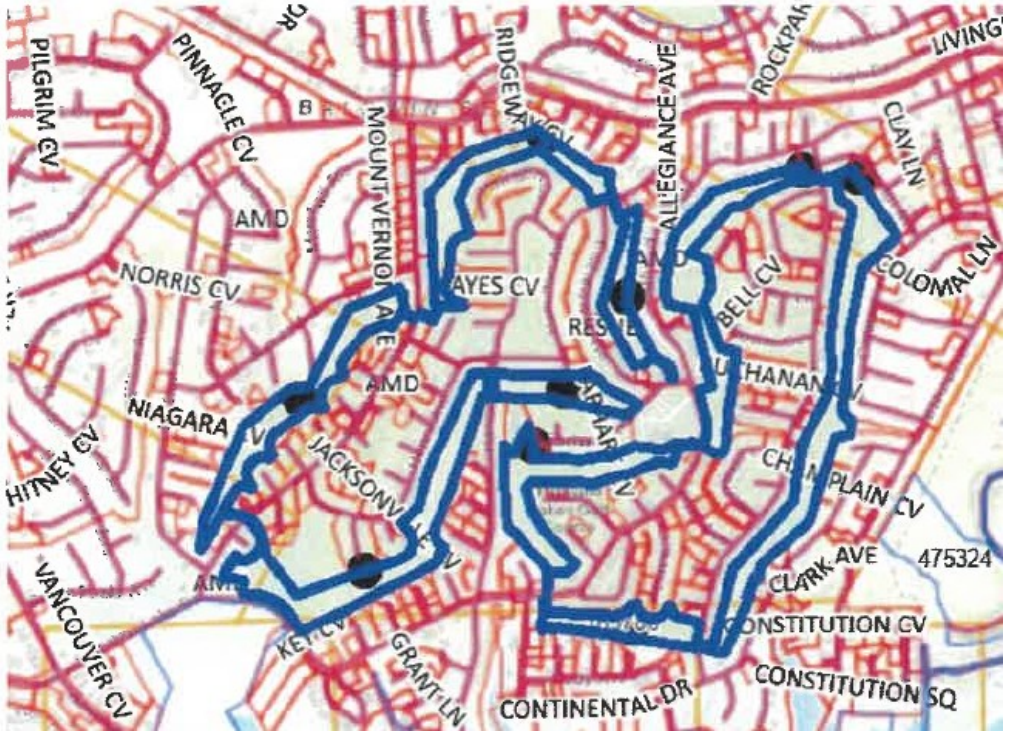
FACTS TO KEEP IN PERSPECTIVE

- HLGC is a long-term strategic option, not a near-term TLAP necessity; current projections point to approximately 2041–2042.
- Existing deed and effluent-access rights should be confirmed so Council understands what additional control ownership provides.
- Property condition, title/survey matters, future infrastructure cost, and ongoing stewardship still require normal closing and implementation planning.

Recommendation: approve the cash acquisition subject to customary legal, title, survey, and condition safeguards; the funding source is already identified.

Sources: City-commissioned W.F. Smith appraisal (May 12, 2026); Victor Manzano effluent-planning memorandum (July 10, 2026); purchase agreements and 2019 deed.

What the City would acquire



Noncontiguous course tracts winding through the Highland Lake Estates subdivision

109.5948
main tract acres
$715,000 purchase price

2.032
maintenance tract acres
$485,000 purchase price

111.6268
combined acres
approximately 111.6 acres

$1.20M
combined purchase price
real estate funds; no debt

KEY TERMS IN THE PROVIDED AGREEMENTS

- No earnest money; 30-day due-diligence period.
- Inspection, appraisal, title, survey, and environmental review rights.
- “As-is, where-is, with all faults” conveyance.
- Copies provided show seller signatures; City approval/signature remains to be completed.

Sources: Signed main-tract agreement, Exhibit A; maintenance-tract agreement, Exhibit A; W.F. Smith appraisal, pp. 4 and 26.

FINANCIAL VALUE

The City-commissioned appraisal supports the purchase price

Value comparison



Purchase price is $200,000 — 14.3% — below the $1.4M appraisal.

What the appraisal establishes

The City retained W.F. Smith Company to appraise the combined real estate as of April 24, 2026.

The report concludes:

- As-is market value: $1.40 million
- Combined purchase price: $1.20 million

The City would acquire the combined asset for $200,000 below appraised market value. Payment will be cash from available real estate funds, with no interest or debt-service cost. The appraisal excludes furniture, equipment, and operating-business value.

Source: W.F. Smith Company appraisal, effective Apr. 24, 2026; reconciliation p. 66. Appraisal excludes FFE and business/going-concern value.

The property is not a turnkey golf course



Former course / open land



Existing paths and terrain



Maintenance building exterior



Maintenance building interior

WHAT THE APPRAISAL AND SURVEY SHOW

- The 18-hole course has not operated for several years; golf assets were sold.
- Maintenance/storage improvements are described as fair to poor.
- The tracts are noncontiguous, with rolling/steep terrain and some floodplain exposure.
- The maintenance survey identifies encroachments, cross-access without an easement, and multiple utility/easement issues.

Environmental status: the City reports no known concerns, and the appraisal notes no known toxic hazards on or near the site.

Sources: W.F. Smith appraisal, pp. 4, 6, 26–36 and p. 29 environmental statement; Category 1A survey dated Mar. 11, 2026.

Near-term effluent capacity is being planned at Cedar Breaks

0.603 MGD
2025 average daily flow
actual city wastewater flow

0.75 MGD
existing field infrastructure
average daily flow supported

1.50 MGD
pending TLAP capacity
final stages of staff-reported review

≈213 ac.
Cedar Breaks suitable area
identified for irrigation planning

Planned progression

Current stages
0.60 / 0.75 / 1.00

Cedar Breaks expansion
≈100 acres for 1.00

Pending amendment
≈190 acres for 1.50

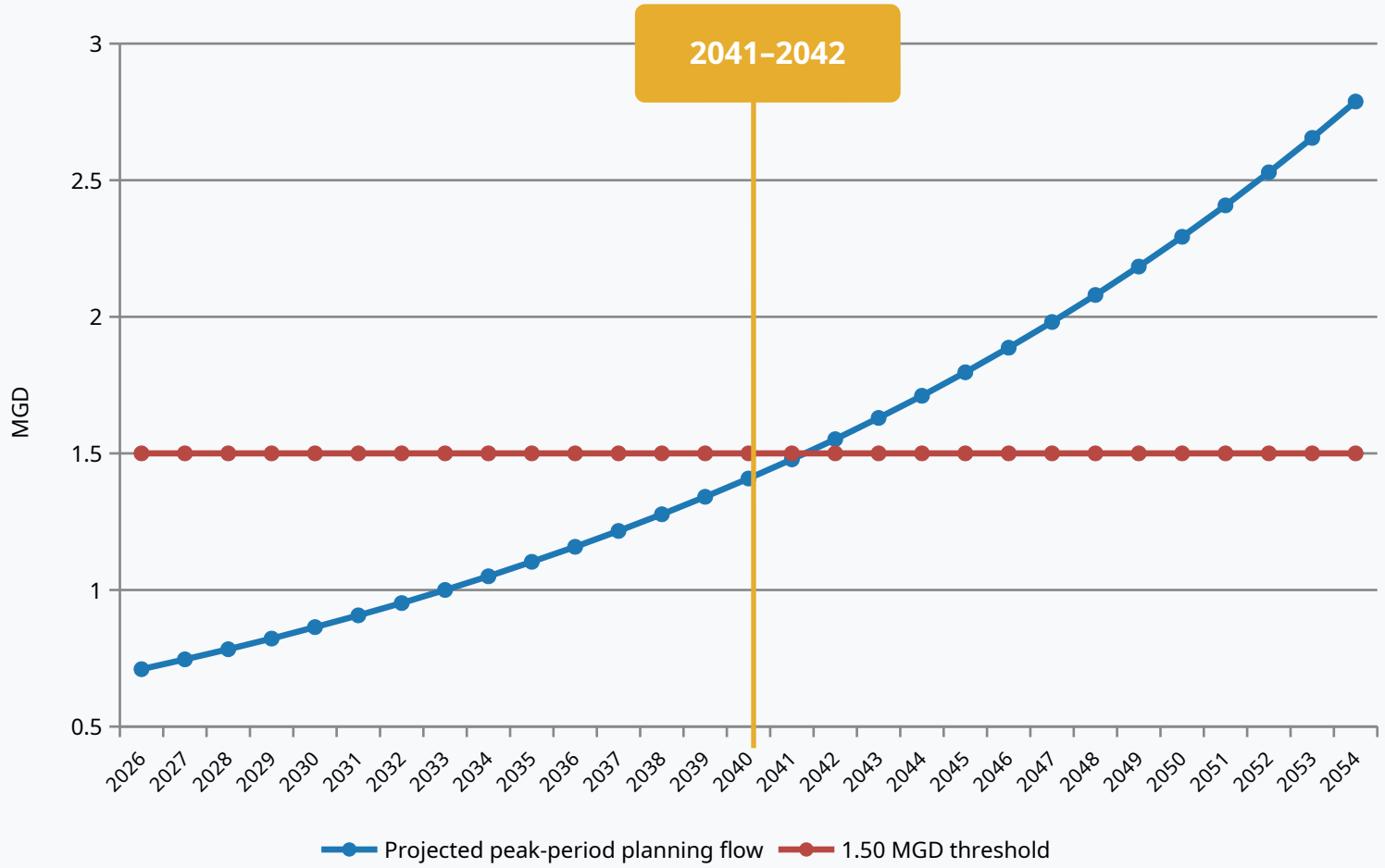
HLGC
Not in current or pending TLAP

Treatment capacity and land-disposal capacity are separate. Expanding the plant alone does not expand TLAP disposal authority.

TCEQ: land application requires TLAP authorization

Sources: Victor Manzano memorandum, July 10, 2026, pp. 1–2; TCEQ Municipal Domestic Wastewater Permits.

Under conservative planning, HLGC becomes relevant around 2041–2042



WHAT THE PROJECTION MEANS

- Uses a 5% annual connection-growth assumption.
- Uses peak consecutive three-month flow, not annual average.
- At 1.50 MGD, the City would begin needing another disposal area.
- This is a planning scenario—not a TCEQ approval or capital-cost estimate.

Sources: TLAP Future Expansion Projections; Victor Manzano memorandum, July 10, 2026, p. 2.

PERMITTING REALITY

Owning the land would not automatically create disposal capacity

HLGC is not included in the current or pending TLAP. Irrigable acreage and loading rates have not been evaluated or approved by TCEQ.

1

Confirm usable acreage

Topography, soils, buffers, public contact, and application-rate limits.

2

Complete engineering

Hydraulic loading, storage, pumping, transmission, controls, and seasonal operation.

3

Amend the TLAP

Submit technical materials, undergo TCEQ review, and complete required public process.

4

Fund and build

Construct transmission, storage, distribution, irrigation, access, and monitoring systems.

No complete cost estimate or implementation schedule is in the provided record.

Sources: Victor Manzano memorandum, July 10, 2026; TCEQ municipal wastewater permitting guidance.

The City may already hold valuable property rights

By acceptance hereof, Grantee accepts the Property "AS IS" in its present condition, with any and all defects and without warranty except for those warranties of title set forth herein.

This Property is further granted, sold and conveyed subject to the following restrictive covenants:

1. Highland Lakes Golf Course shall remain as and be designated as a public golf course unless a change in land designation and usage is approved in writing by the City Council of the City of Lago Vista, Texas.

2. The Highland Lakes Golf Course property shall reuse water supplied by the City of Lago Vista, Texas, and the City of Lago Vista hereby reserves the right to manage irrigation schedules, for the purpose of disposal of excess reused water that is stored. The City of Lago Vista owns and operates the main reuse pipeline, located at the corner of Henry Street and Hamilton Street, which point is considered the delivery point of reused water for the Highland Lakes Golf Course property. In the event that the Grantee is not correcting any disruptions of the irrigation system in a timely manner, the City of Lago Vista hereby reserves the right to access the Property to replace and/or maintain the irrigation system as a whole or in part.

These restrictive covenants shall run with the Property in perpetuity for the benefit of Grantor, and Grantor's heirs, successors, and assigns.

When the context requires, singular nouns and pronouns include the plural.

Special Warranty Deed — restrictive covenants, page 4

THE 2019 DEED STATES

- The property remains a public golf course unless City Council approves a change.
- The City supplies reused water and may manage irrigation schedules for effluent disposal.
- The City owns/operates the main reuse pipeline and may access the property to correct irrigation disruptions.
- The covenants were written to run with the property in perpetuity.

Staff notes later resale deed language may differ. A written City Attorney opinion is essential before Council assigns value to these rights.

Sources: 2019 Special Warranty Deed, p. 4; Victor Manzano memorandum, July 10, 2026, p. 2.

STRATEGIC VALUE

What full ownership adds beyond existing rights

Potential existing rights

- Council approval over change from public golf-course use
- Reuse-water delivery and irrigation-schedule management
- Access to repair or maintain irrigation infrastructure
- Recorded effluent and drainage easements

What ownership could add

- Permanent control over land use and future development
- Ability to phase utility, open-space, trail, park, or municipal uses
- Avoidance of future seller holdout, condemnation, or site-loss risk
- Long-term option value if growth or permitting assumptions change

The purchase premium should be justified by the added control—not by rights the City may already possess.

Preliminary comparison; legal rights must be confirmed through title review and City Attorney opinion.

Cash funding removes financing cost—but ownership still requires stewardship

$ Purchase funding

$1.20 million cash from available real estate funds.

0 No financing carry

No bond, loan, interest expense, or debt-service obligation.

+ Appraisal cushion

$200,000 below the $1.40 million City-commissioned appraisal.

S Property stewardship

Mowing, security, insurance, utilities, drainage, fire mitigation, and management.

C Future-use capital

TLAP, reuse, parks, trails, repair, demolition, or municipal improvements require separate future decisions.

F Fund-balance tradeoff

The purchase reduces cash available for other real-estate acquisitions or capital priorities.

The acquisition creates no financing carry. Remaining fiscal questions are stewardship, future capital projects, and alternative uses of the real estate fund balance.

Sources: purchase agreements; City-commissioned appraisal; City management funding representation; survey; effluent-planning memorandum.

STRATEGIC ALTERNATIVES

Council has more than two choices

A. Purchase now

Maximum control

Advantages

- Locks in below-appraised price
- Cash purchase; no debt service

Tradeoffs

- Commits real estate fund cash
- Creates stewardship obligations

B. Option / right of first refusal

Preserve future access

Advantages

- Lower upfront cost
- Time to complete planning

Tradeoffs

- Seller may demand premium
- Price can rise over time

C. Expand easements / access rights

Target utility need

Advantages

- Lower cost than fee title
- Focuses on wastewater purpose

Tradeoffs

- Limited public-use control
- May not prevent development

D. Defer / no action

Retain funds

Advantages

- No immediate acquisition cost
- Real estate funds remain available

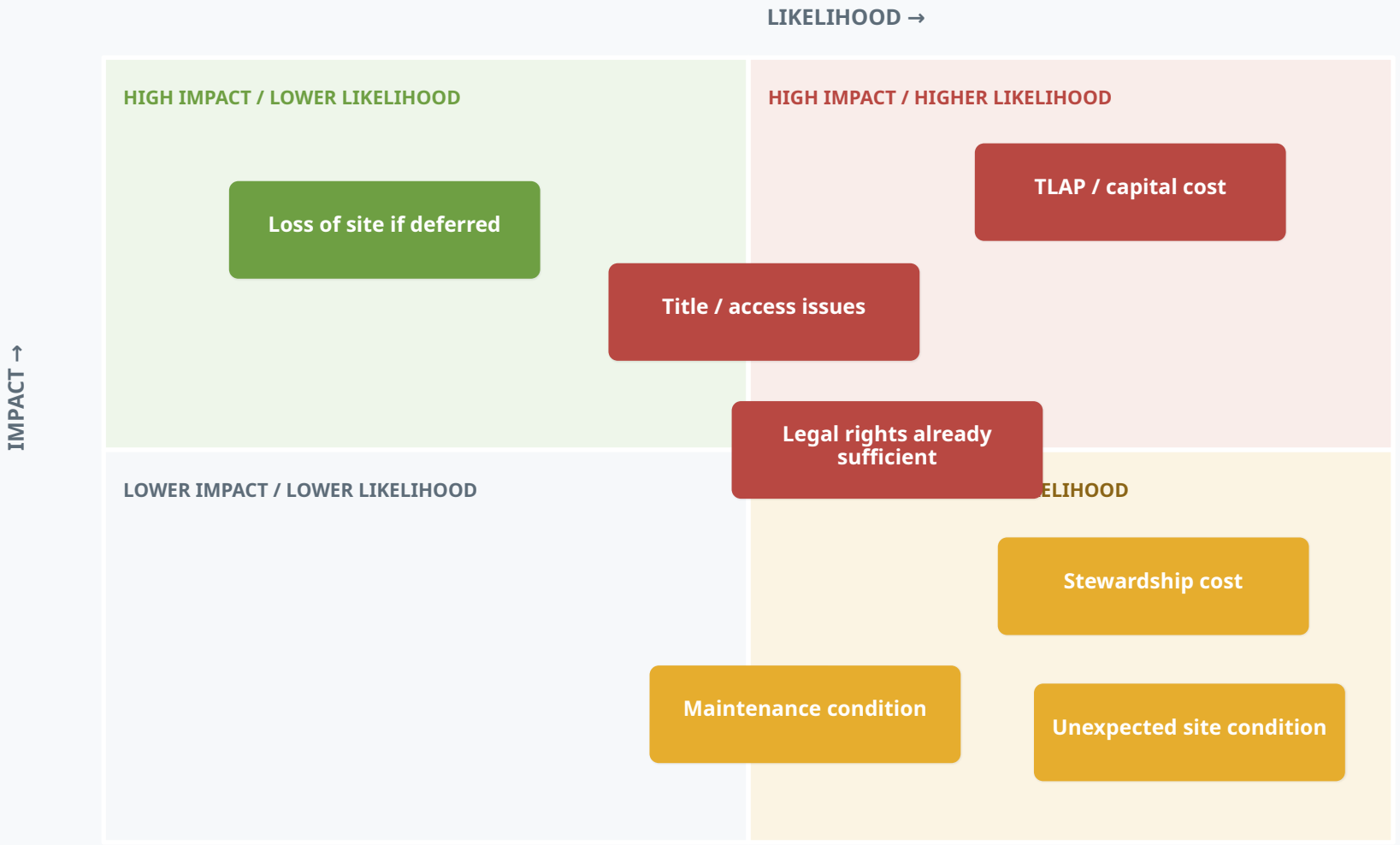
Tradeoffs

- Site-loss / holdout risk
- Future alternatives may cost more

Alternatives are illustrative and subject to seller willingness, title constraints, and City Attorney review.

DECISION RISK

Preliminary risk map



How to reduce risk

- Written legal opinion
- Title / survey cure plan
- Condition inspection
- Engineering/TCEQ feasibility
- 10-year stewardship plan
- Customary environmental confirmation

Preliminary — not a quantified probability analysis

Risk placement is a screening tool. Cash funding removes debt-service risk; stewardship and future capital costs remain.

DECISION GATES

Recommended closing safeguards

1

Value finding - satisfied

City-commissioned appraisal: $1.40M value versus $1.20M combined purchase price.

2

Legal & title review

Confirm deed covenants, access rights, effluent easements, liens, exceptions, and authority to close.

3

Survey & access cure

Resolve material encroachments, access questions, vague exceptions, and required easements.

4

Condition & environmental confirmation

Inspect improvements and irrigation; document the current no-known-concern environmental status.

5

Engineering strategy

Describe long-term TLAP feasibility, usable acreage, infrastructure concept, cost range, and schedule.

6

Funding source - satisfied

Cash from available real estate funds; no borrowing, interest, or financing carrying cost. Budget stewardship separately.

7

Interim use plan

Define land management, safety, public access, communications, and allowable near-term uses.

Value and funding gates are satisfied. Remaining safeguards are customary legal, title, condition, engineering, and stewardship planning.

Recommended safeguards based on the appraisal, agreements, deed, survey, and effluent-planning materials.

Recommended path: approve the acquisition with safeguards

Approve the $1.20 million cash acquisition using available real estate funds, subject to customary legal, title, survey, and condition requirements before closing.

1

1. Approve & fund

Authorize the $1.20 million cash purchase from available real estate funds.

2

2. Complete review

Finish legal, title, survey, condition, and customary environmental confirmation.

3

3. Plan stewardship

Document initial stabilization and ten-year property stewardship costs.

4

4. Close & plan

Acquire the property, then phase future uses through the public CIP process.

The strongest rationale is a below-appraised, cash-funded acquisition with no debt service, plus long-term strategic control—not an immediate wastewater necessity.

Recommendation is a policy judgment based on the current record; final action remains with City Council.

Suggested Council action structure

Proposed motion concept

"Authorize the City Manager to execute and close the purchase agreements for the former Highland Lakes Golf Course properties for combined consideration not to exceed $1,200,000, payable in cash from available real estate funds, subject to City Attorney approval and satisfaction or waiver of customary closing conditions, including:

- confirmation of title, covenants, access, easements, liens, and material survey matters;
- confirmation that the City-commissioned $1.40 million appraisal remains applicable and no material adverse property condition has arisen;
- documentation of the City's no-known-concern environmental status and completion of any customary review advised by counsel or the title insurer; and
- **confirmation of the real estate fund appropriation and approval of an initial property-stewardship plan."**

Final wording, authority, deadlines, and expenditure limits should be approved by the City Attorney.

Illustrative motion language only; not legal advice or final agenda language.

What citizens should remember

Is it needed now?	No. Current planning points to Cedar Breaks through 1.50 MGD.
Is the price attractive?	Yes. It is $200,000 below the City-commissioned appraisal.
How is it funded?	Cash from available real estate funds; no borrowing, interest, or debt service.
Any known environmental concerns?	No known concerns have been identified; customary closing confirmation remains appropriate.

Questions & discussion

Recommended conclusion

Yes - with safeguards.
Below appraised value.
Cash funded - no debt.
No known environmental concerns.
Strategic long-term asset.

City of Lago Vista • July 2026

Primary sources: purchase agreements; W.F. Smith appraisal; 2019 deed; Mar. 2026 survey; wastewater/TLAP planning materials; July 10 staff memorandum; City management funding and environmental-status representations; TCEQ guidance.

APPENDIX

Primary documents reviewed

Purchase & property

Signed main-tract Agreement of Sale (effective June 25, 2026)
Maintenance-tract Agreement of Sale
April 6, 2026 Letter of Intent
HLGC Property Information / Travis CAD extract

Wastewater planning

Wastewater Plant Capacity Projections
TLAP Calculations
TLAP Future Expansion Projections
Victor Manzano follow-up memorandum, dated July 10, 2026

Value & condition

W.F. Smith Company appraisal SP-10-26, dated May 12, 2026
Category 1A Boundary Survey, dated March 11, 2026

Legal, regulatory & City representations

2019 Special Warranty Deed
TCEQ municipal wastewater permitting guidance
City management: no known environmental concerns
City management: cash from available real estate funds; no debt service

This briefing is a policy analysis and should be read with the final legal, title, survey, engineering, appropriation, stewardship, and closing documents.

Prepared from City-provided documents, official TCEQ guidance, and City management representations on environmental status and funding.

AGENDA ITEM NO. X.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Charles West, City Manager

SUBJECT: Discussion regarding the City's Zoning Ordinance, Section 8-10, and City Code, Section 6-65, concerning commercial trailers parked within residential public rights-of-way.

ATTACHMENTS:
8.docx

8-10 - Uses Prohibited

All uses not expressly permitted or authorized by this chapter are prohibited in the city, including but not limited to the following.

1. Maintaining a business within an R-1, R-2, R-4, or R-MH district if inconsistent with Section 16, Home Occupation, of this chapter.
2. Construction vehicles or equipment, singly or on commercial trailers, in driveways, yards, vacant property, or public rights-of-way in residential districts, except for moving vans or construction vehicles during construction. Commercial vehicles and trailers of all types shall not be parked or stored on any lot in any residential district except in accordance with Section 6-65 above.
3. Vehicles used for the sale of food or drink without a City permit.
4. Open-air commercial amusements, except those in place for one week or less, and for which a permit has been issued by the City.
5. The sale of fireworks.
6. Kennels and veterinary hospitals with outside runs, unless approved by the city council through the SUP process.
7. Junk yards, salvage yards, and all open-air storage of junk, waste products and salvage material, unless approved by the city council through the SUP process.
8. Oil drilling, extraction or removal of stone, sand, gravel, caliche, minerals, earth, topsoil, or other natural material for commercial purposes, unless approved by the city council through the SUP process.

(Ord. 24-05-16-03 on 5/16/2024)

6-65 - Storage and Parking of All Vehicles, Including Boats, Trailers, and Recreational Vehicles

1. Any storage of unregistered, inoperable, or vehicles that have the appearance of being inoperable, on a lot or parcel not specifically authorized by this chapter is prohibited unless contained within a building that screens them from any direction. This provision applies to all vehicles, including recreational vehicles, boats, and trailers. Covering a vehicle outside of such a building with any material does not screen it sufficiently for compliance with this requirement.
2. When not fully enclosed within a structure or specifically authorized by this chapter, all non-commercial utility trailers (see Section 2-10 above), recreational vehicles or trailers designed for a boat, jet-ski, or motorcycle instead of materials or debris shall be located on an improved surface that addresses erosion control concerns and can support the vehicle or trailer.
    1. Such improved surface shall be located inside the property line of property with a principal (not accessory) use building and shall at all times be free of weeds, grass, refuse, debris, or standing water.
    2. Continuously improved access to the improved parking or storage surface from a public or private street is not required.
    3. The impervious surface limitation within Table A, Table of Development Standards shall include all improvements required by this section.

(c) Commercial trailers, equipment, or vehicles (which does not include recreational vehicles, non-commercial utility trailers or other recreational trailers specified in the subsection directly above) are permitted to be parked or stored on residential property only within a fully enclosed garage or accessory building, or behind a fence that is no less than ninety-five (95) percent solid and no less than six (6) feet in height in a location permitted by Section 22-30 of this chapter or an approved variance.

1. When such vehicles, equipment, or trailers are parked or stored outside of a fully enclosed garage or accessory building, an improved surface that addresses erosion control concerns and can support the vehicle or trailer is required.
2. When partially concealed by a fence in accordance with the requirements above rather than a fully enclosed garage or accessory building, the improved parking or storage surface shall be located on the same lot as the primary residence.
3. The access route to the parking or storage locations for commercial trailers is not required to be paved
4. The impervious surface limitation within Table A, Table of Development Standards shall include all improvements required by this section
5. These requirements do not apply to the temporary storage or parking of vehicles or trailers used to complete work authorized by active permits at this same location.

(d) Commercial vehicles and equipment other than trailers (see Section 2-10 above) that are parked or stored on a residential property shall be located on an improved surface that is accessed by a driveway that is continuously connected to a public or private street and meets all applicable local requirements, including Chapter 11 of the Lago Vista Code of Ordinances.

1. Both the parking surface and the access driveway shall be constructed of a surface meeting all applicable local requirements.
2. Both the parking surface and the access driveway shall be located on the same lot as the primary residence.
3. The impervious surface limitation within Table A, Table of Development Standards shall include all improvements required by this section.

For purposes of this section a commercial vehicle is a motorized vehicle or trailer with a load capacity greater than 1-1/2 tons that is used in a commercial enterprise, or has a business or service or product sign on the vehicle, or whose principal use is to carry equipment or material. (Ord. 24-01-04-01 on 1/4/2024)

AGENDA ITEM NO. X.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 16, 2026

SUBMITTED BY: Councilor Benefield

SUBJECT: Discussion regarding growing concerns related to homelessness, drug activity, litter, property maintenance, and code enforcement.

BACKGROUND: There is a growing concern within the community regarding issues related to homelessness, possible drug activity, litter, abandoned property, property maintenance, and overall code enforcement. These concerns may affect public safety, neighborhood appearance, quality of life, and the ability of residents and businesses to coexist responsibly as the City continues to grow.

RECOMMENDATION:

Purpose of Discussion

The purpose of this item is to allow City Council to discuss these concerns in a general manner and better understand the City's current enforcement tools, procedures, and interdepartmental coordination.

This discussion is intended to help determine whether existing processes are sufficient or whether additional policy direction, ordinance review, or enforcement priorities should be considered.

Discussion Topics

1. Current process for reporting and addressing code enforcement complaints.
2. Coordination between Code Enforcement, Police, Development Services, and City Administration.
3. City response to homelessness, camping, people living in vehicles, and related public safety concerns.
4. Enforcement related to litter, illegal dumping, abandoned vehicles, outdoor storage, and property maintenance.
5. Potential ordinance gaps or enforcement limitations.
6. Opportunities to improve resident communication, follow-up, and consistency of enforcement.