



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, FEBRUARY 21, 2019 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Nathan Killough, Place 3
Vacant, Place 4
Patti Turner, Place 5
Terri Grimm, Place 6

AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PROCLAMATIONS:**

5A. There are no proclamations scheduled.

6. **CITY COUNCIL COMMENTS**

Pursuant to Texas Government Code Sec. 551.0415, a member of the governance body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement. "Items of Community Interest" include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedule; (3) an honorary or salutary recognition of public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition of the subdivision; (4) a reminder regarding social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and (5) announcements involving imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

6A. General Comments from City Council

7. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment may do so after completing the required registration form.

In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council.

No formal action, discussion, deliberation, or comment will be made by the City Council. Comments must be courteous and respectful. Accordingly, concerns, complaints, and assertions of character regarding specific individuals, including any citizens, staff member, City Board or Commission member or City Council member shall not be raised in a public forum; but should be addressed separately and privately with the City Manager or individual member of the City Council. Any person who violates these rules will have their speaking time ended immediately. Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers. Each person providing public comment will be limited to 3 minutes.

7A. Remarks from visitors. *(Three-minute time limit)*

8. **CITY MANAGER COMMENTS:**

8A. Presentation of the 2018 City of Hutto Racial Profiling and Uniform Crime Report. (Byron Frankland, Chief of Police)

8B. Update on Co-Op District, including tenant announcement. (Bob Wunsch)

8C. Presentation of the City Financials for the Month of January as required by the fiscal and budgetary policy. (Edena Atmore)

9. **CONSENT AGENDA ITEMS:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

9A. Consideration and possible action approving the minutes of the February 7, 2019 Regular Council Meeting. (Lisa Brown)

REGULAR AGENDA ITEMS

10. **RESOLUTIONS:**

10A. Consideration and possible action on a resolution approving an interlocal agreement between the City of Hutto and Williamson County under Section 271.02 of the Texas Local Government Code. (Edena Atmore)

10B. Consideration and possible action on a resolution approving an interlocal agreement between the City of Hutto and the Hutto Independent School District (Ashley Lumpkin)

11. **OTHER BUSINESS:**

- 11A. Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations. (Lisa Brown)

12. **EXECUTIVE SESSION:**

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations regarding real property], 551.073 [Deliberations regarding gifts and donations], 551.074 [Deliberations regarding personnel matters] or 551.076 [Deliberations regarding deployment/implementation of security personnel or devices] and 551.087 [Deliberations regarding Economic Development negotiations].

- 12A. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney, regarding contract negotiations with potential water supply providers.

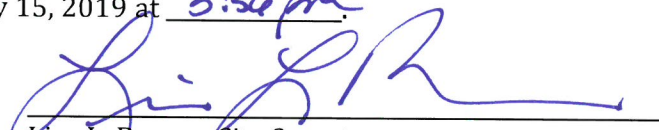
13. **ACTION RELATIVE TO EXECUTIVE SESSION:**

- 13A. Consideration and possible action regarding contract negotiations with potential water supply providers.

14. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the February 21, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on February 15, 2019 at 5:56 pm.



Lisa L. Brown, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or lisa.brown@huttotx.gov for assistance.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8A. **AGENDA DATE:** February 21, 2019

PRESENTED BY: Byron Frankland, Chief of Police

ITEM:
Presentation of the 2018 City of Hutto Racial Profiling and Uniform Crime Report. (Byron Frankland, Chief of Police)

STRATEGIC GUIDE POLICY: Public Safety

ITEM BACKGROUND:

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the Hutto Police Department's governing body of data collected on the race or ethnicity of individuals stopped and issued citations or arrested subsequent to traffic stops and whether or not those individuals were searched. Chief of Police, Byron Frankland, will present to the Council the report reflecting this data for the 2017 calendar year.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. [Statistics](#)



Hutto Police Department

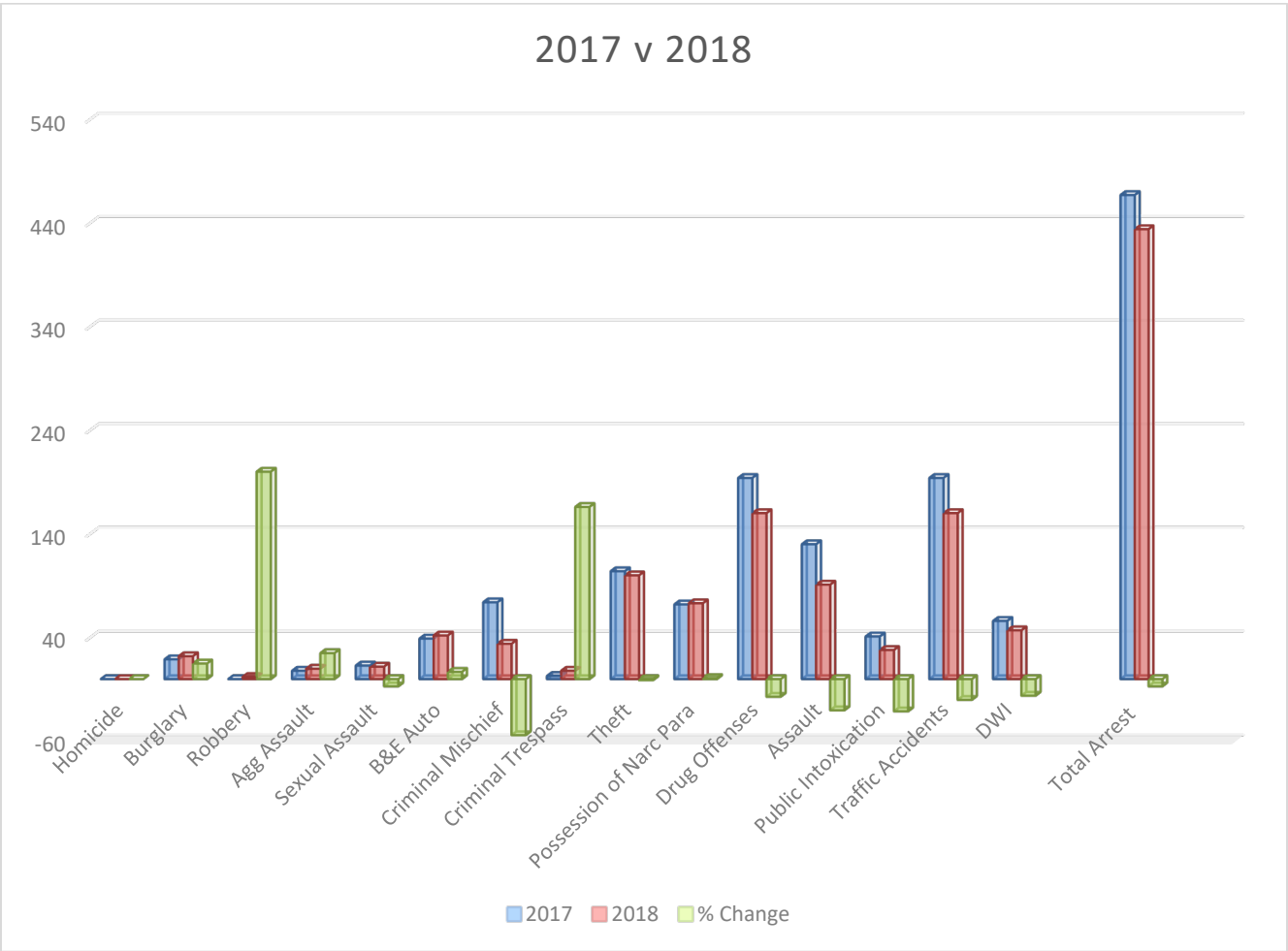
Yearly Crime Report

January 1st to December 31st

2017 vs 2018

Offense	2017	2018	% change
Homicide	0	0	0
Burglary	19	22	15
Robbery	0	2	200
Agg Assault	8	10	25
Sexual Assault	13	12	-7
B&E Auto	39	42	7
Criminal Mischief	74	34	-54
Criminal Trespass	3	8	166
Theft	104	100	-1
Possession of Narc Para	72	73	1
Drug Offenses	194	160	-17
Assault	130	91	-30
Public Intoxication	41	28	-31
Traffic Accidents	194	160	-20
DWI	56	47	-16
Total Reports	943	811	-14
Total Arrest	467	434	-7
Total Citations	3216	2215	-31
Calls For Service	30595	29587	-3

2017 v 2018



Criminal Investigation Division

2017 v 2018

	2017	2018	% Change
Assigned Cases	472	552	17%
Closed Cases	380	472	24%
Felony Warrants	29	60	107%
Misd Warrants	47	54	15%
Clearance Rate			
Crimes against Persons	92%	95%	3%
Property Crimes	68%	92%	35%

Hutto Animal Control

Services

2018

Citations Issued	63
Warrants Issued	376
Calls for Service	7375

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8C. **AGENDA DATE:** February 21, 2019

PRESENTED BY: Edena Atmore, Assistant City Manager

ITEM: Presentation of the City Financials for the Month of January as required by the fiscal and budgetary policy. (Edena Atmore)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

Financials for the month of January 2019 consisting of the Balance Sheets, Income Statements, and Fund Balances. The purpose is to inform the Council and public of the City's fiscal stewardship.

BUDGETARY AND FINANCIAL SUMMARY:

Overall activity is in line with expectations.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 9A. **AGENDA DATE:** February 21, 2019

PRESENTED BY: Lisa Brown, City Secretary

ITEM: Consideration and possible action approving the minutes of the February 7, 2019 Regular Council Meeting. (Lisa Brown)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

Meeting minutes have been prepared and are presented for Council approval for the February 7, 2019 Regular City Council Meetings.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [Minutes](#)



**CITY COUNCIL
MEETING MINUTES
FEBRUARY 7, 2019**

The Hutto City Council met in a regular session on Thursday, February 7, 2019, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Nathan Killough, Councilmember Patti Turner and Councilmember Terri Grimm.

Members of staff that were present were Odis Jones, City Manager; Helen Ramirez, Assistant City Manager; Edena Atmore, Assistant City Manager; Byron Frankland, Chief of Police; Paul Hall, Assistant Chief of Police; Matt Rector, Executive Director of Public Works and Engineering; Ashley Lumpkin, Executive Director Business Development, Jessica Bullock, Director of Economic Development; Eliska Padilla, Executive Director of Communications and Marketing; Scot Stromsness, Executive Director of Community Services; Shane Mize, Director of Parks and Recreation; Allison Hosgood; Executive Director of Human Resources and Organizational Development; and Lisa Brown, City Secretary.

INVOCATION

The invocation was given by Pastor Mark Meredith – Lifepointe Fellowship Church.

PLEDGE OF ALLEGIANCE

Mayor Gaul led the Pledge of Allegiance and the Texas Pledge.

PUBLIC COMMENT

Ed Pride, 101 Cottonwood Drive – Mr. Pride remarked that it is difficult to find someone to run for City Council because of comments made in public forums regarding former councilmembers and their families. He also called for the resignation of Councilmembers Turner and Grimm and possible recall petitions to remove them from office.

Rudy Perez, 218 Cloud Road – Mr. Perez wants the Council to table the decision regarding the mowing contract. He feels the City should hire local businesses instead of sending our tax dollars to El Paso or Georgetown. Also, after the cable and gas lines are installed a sidewalk

needs to be installed from Mager Lane to FM 1660. It is unsafe to walk along the street in the gutter.

COUNCIL COMMENT

Councilman Nate Killough wanted to recognize Assistant City Manager Helen Ramirez for all of her hard work and dedication to the City of Hutto. He remarked that she will be greatly missed.

Odis Jones, City Manager, presented Helen Ramirez with a certificate of appreciation for her dedication to improving the City of Hutto and all the hard work she has put in over the past four years.

Helen Ramirez – this was a difficult decision for her to make. She really loves Hutto. She thanked Odis for the opportunity he gave her and praised the staff for their professionalism and how they truly care about the City.

Mayor Gaul announced that the City is planning on burying a time capsule at the new City Hall and is asking the citizens of Hutto to provide items representative of the City's history.

CITY MANAGER COMMENTS

7A. Presentation of proposed local government software solution, iCompass.

Lisa Brown, City Secretary, presented an overview of an agenda software that will improve agenda preparation. A comparison was made of seven agenda programs. A few of features the compared included: compatibility with Swagit, track changes, workflow/email notification, customization, searchable history, in program annotation, the ability to drag and drop items, digital voting, minutes preparation, board tracking, contract tracking and public information requests, and one-click publishing. The program that met all of the requirements was iCompass.

iCompass will reduce agenda preparation time, allow for quick updates, allow for adding last minute documents, eliminate the use of Dropbox, eliminate the need for separate public information request software, track contract preparation, track board member terms and much more.

The program is not currently budgeted but is recommended for inclusion in the next fiscal year's budget.

Councilman Scott Rose asked if the City would be able to use the program for a 30 day trial – an inquiry will be made.

Councilwoman Terri Grimm had a question regarding the accessibility of the annotation feature – any notes made using the annotation feature are only viewable by the individual making the notes.

Mayor Gaul wanted to know what other cities are using the program – a list will be provided.

Councilwoman Grimm was skeptical of demo videos that are provided. She was assured that the video prepared by the sales representative was prepared specifically for the Council and reviews the software from the perspective of the Council, staff and the public.

7B. Discussion regarding the upcoming transition of City offices to the New City Hall.

Allison Hosgood, Executive Director of Organizational Development and at the end of the month. Human Resources, presented an overview of the upcoming move of city offices. Development Services/Engineering will move first, current City Hall employees second and the Library last. The move will begin February 26th and be completed and City operations resumed by March 4th. The first City Council meeting in the new City Hall will take place on March 7, 2019.

7C. Presentation of proposed goals supporting the city-wide objectives and strategic focus areas for the Fiscal Year 2019-2020.

Eliska Padilla, Executive Director of Communications, provided a brief overview of the strategic planning of the focus areas for the next fiscal year to be facilitated by Jason Gray in the new City Hall Executive conference room. The proposed date for the planning session was February 23rd.

Mayor Pro-tem Hines stated that he would be out of town; as will Councilman Nate Killough.

Odis Jones, City Manager, stated Lisa Brown, City Secretary would poll the Council for alternate dates so the strategic plan session so it will be ready for adoption by April or May. A second session will then be scheduled with Jason Gray after the election.

The Mayor would also like to schedule a meeting with all the board and commission members like last year so they can review their expectations for the coming year.

CONSENT AGENDA

8A. Consideration and possible action approving the minutes of the January 17, 2019 Regular and Special Called City Council meetings.

8C. Consideration and possible action authorizing the City Manager to pay Little Ebenezer Baptist Church \$50,000.00 pursuant to the PID agreement regarding Meritage Homes and Cross Creek.

Motion: Nathan Killough made a motion to accept the items on the Consent Agenda. Councilmember Scott Rose seconded the motion.

Councilwoman Patti Turner wanted to make a motion to pull Item 8B from the consent agenda.

Mayor Gaul asked Councilman Killough if he would withdraw his motion. Councilman Killough withdrew his motion to approve the Consent Agenda and Councilman Rose agreed.

Motion: Councilwoman Turner made a motion to pull Item 8B from the Consent Agenda. Councilwoman Grimm seconded the motion.

Vote:

Ayes	Mayor Doug Gaul Councilmember Scott Rose Council Member Nate Killough Councilmember Patti Turner Councilmember Terri Grimm
Absent	Mayor Pro-tem Tom Hines

Action: The motion passed 6 ayes, and 0 nays

Motion: Councilmember Killough made a motion to approve items 8A and 8C on the Consent Agenda. Councilmember Rose seconded the motion.

Vote:

Ayes	Mayor Doug Gaul Mayor Pro-tem Tom Hines Councilmember Scott Rose Council Member Nate Killough Councilmember Patti Turner Councilmember Terri Grimm
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Action: The motion passed 6 ayes, and 0 nays

8B. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Abescape Group for mowing and grounds maintenance services.

Councilwoman Turner wanted more information as to why there was a \$20,000.00 budget overage with this contract.

Matt Rector, Executive Director of Engineering and Public Works, advised the Council that additional property was added and the requirements stipulated in the contract were elevated (i.e., documentation that the work was done, increased acreage to be mowed). The previous contract expired and the contractor stated they were not going to bid 1) because of other commitments, 2) the increased requirements, and the increased scope.

The contract was also reduced from a 12 to 9 month contract because there are times of the year when it is not necessary to mow. All 50 properties must be mowed on a bi-weekly schedule.

Councilwoman Grimm wanted to know the reasoning for choosing Abescape when the score cards were so similar – M. Rector stated you have to look at the overall quality of the proposed services of the provided that when comparing the bids. The lesser proposal is not always the best. The best value of the companies is based off the paperwork and recommendations. It is a one-year contract that can be terminated if the contractor is not meeting the expectations of the contract.

Councilwoman Grimm was still concerned about the \$20,000.00 overage. Mr. Rector pointed out that the budget goes from October to September and the contract runs from July to June.

Edena Atmore, Assistant City Manager, explained that contract overlaps two fiscal years so the funds need for the remainder of the year will be appropriated from this year's budget and the remainder of the budget will be accounted for and funded in next year's budget.

Motion: Councilmember Killough made a motion to accept the contract for Abescape Group as written. Councilwoman Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

REGULAR AGENDA ITEMS

ORDINANCES

9A. Consideration and possible action on the second reading of an ordinance authorizing the issuance and sale of one or more series of City of Hutto, Texas General Obligation Bonds, Series 2019; authorizing the levy of an ad valorem tax in support of said bonds; approving an official statement, the form of a paying agent/registrar agreement and related agreements; establishing procedures for selling and delivering of one or more series of bonds; and other matters relating to the issuance of the bonds.

Motion: Mayor Pro-tem Hines made a motion to approve the second reading of the ordinance as presented. Councilman Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

RESOLUTIONS

- 10A. Consideration and possible action on a resolution ordering a special election for May 4, 2019, to fill the vacancy of City Council, Place 4.

Lisa Brown, City Secretary, presented a resolution ordering a special election for the unexpired term of Place 4 that was vacated with the resignation of Tim Jordan.

Motion: Councilman Killough made a motion to approve the resolution ordering a special election. Councilwoman Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
 Mayor Pro-tem Tom Hines
 Councilmember Scott Rose
 Council Member Nate Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

- 10B. Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with Burditt Consultants LLC for professional services related to the Proposition C Bond park projects.

Scot Stromsness and Matt Rector presented a Master Services Agreement that will cover multiple projects. The consultant selected was Burditt Consultants who at the request of the City formed a group to include architects, engineers, and aquatic designers to accomplish the projects.

Councilwoman Grimm wanted to make sure the Parks Advisory Board and the Parks Improvement Committee are included in all decision making projects – Mr. Stromsness assured her that would happen.

The City Manager stated Burditt would present the plans to the board for approval.

Motion: Councilwoman Grimm made a motion to table the resolution to allow her time to review the MSA. Councilwoman Turner seconded the motion.

Mayor Pro-tem remarked that they are not approving money for projects that have already been approved, through the bond election, but just the approval to hire Burditt to oversee the design, proposal and construction of the multiple park contracts.

Vote: Ayes Councilmember Patti Turner
 Councilmember Terri Grimm
 Nays Mayor Doug Gaul
 Mayor Pro-tem Hines
 Councilmember Scott Rose
 Council Member Nate Killough

Action: The motion failed 2 ayes and 4 nays

Motion: Mayor Pro-tem Hines made a motion to authorize the City Manager to execute an agreement with Burditt Consultants LLC for professional services related to the Proposition C Bond park projects. Councilman Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Patti Turner
Abstain Councilmember Terri Grimm

Action: The motion passed 5 ayes, 0 nays and 1 abstention

OTHER BUSINESS

11A. Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations and CAPCOG

Motion: Councilwoman Turner made a motion to appoint Kevin LaFrance to the Hutto Economic Development Corporation Board. . Councilwoman Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

Motion: Councilwoman Grimm made a motion to appoint Patti Turner and Nate Killough to CAPCOG. Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

Motion: Councilwoman Grimm made a motion to appoint Nate Killough to the Clean-Air Coalition. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

The Council recessed to executive session at 8:20 p.m. and reconvened at 8:57 p.m.

EXECUTIVE SESSION

- 12A. Executive Session, as authorized by Texas Government Code Section 551.087 Economic Development negotiations related to Project Expansion and Castle Rock.
- 12B. Executive Session, as authorized by Texas Government Code Section 551.071, Litigation/Consultation with Attorney, regarding an update on the pending litigation with Manville Water Supply.
- 12C. Executive Session, as authorized by Texas Government Code Section 551.071, Litigation/Consultation with Attorney, regarding contract negotiations with potential water supply providers.
- 12D. Executive Session, as authorized by Texas Government Code Section 551.071, Litigation/Consultation with Attorney, regarding Council protocol and duties, as well as, responsibilities of Councilmembers.
- 12E. Executive Session, as authorized by Texas Government Code Section 551.071, Litigation/Consultation with Attorney, regarding KOKE FM proposal.

ACTIONS RELATIVE TO EXECUTIVE SESSION

Council reconvened at 10:07 p.m.

No action was taken in Executive Session.

- 13A. Consideration and possible action regarding Council protocol and duties, as well as, responsibilities of Councilmembers.

No action was taken.

13B. Consideration and possible action regarding KOKE FM proposal.

Motion: Councilwoman Grimm made a motion to authorize the City Manager to execute a settlement agreement of any claims regarding the management agreement and the KOKEfest agreement. Councilwoman Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
Mayor Pro-tem Tom Hines
Councilmember Scott Rose
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 10:08 p.m.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10A.

AGENDA DATE: February 21, 2019

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution approving an interlocal agreement between the City of Hutto and Williamson County under Section 271.02 of the Texas Local Government Code. (Edena Atmore)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a Cooperative Purchasing Program with other local government entities, which allows an entity to leverage the advantages of purchasing in high volumes for the procurement of goods and services. Williamson County has competitively bid several contracts for goods and services and the City of Hutto is requesting authorization to enter into an interlocal agreement with the County, with the intent of piggybacking on the County's contract for Aggregate Materials and any other contracts of Williamson County that are found to satisfy the City of Hutto's needs, without having to go through a separate bidding process of its own. Through the inter-local agreement, the City of Hutto will benefit from the lower prices based on the county's ability to purchase in higher volumes. The City intends, where the terms of the contract fit its needs, to avail itself of these contracts.

BUDGETARY AND FINANCIAL SUMMARY:

The costs of goods and services will be within the budgeted dollars as appropriated by the Council.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

STAFF RECOMMENDATION:

Staff recommends City Council approve an inter-local agreement with Williamson County for the purpose of entering into a cooperative purchasing program as provided by Section 271.102 of the Texas Local Government Code.

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [Inter-local Agreement-Williamson County](#)

RESOLUTION NO. R-

A RESOLUTION APPROVING A PURCHASING COOPERATIVE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION AND WILLIAMSON COUNTY, TEXAS , A POLITICAL SUBDIVISION OF THE STATE OF TEXAS.

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.1092 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local cooperative government; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of goods, services and materials; and;

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

That the City Council of the City of Hutto authorizes the Purchasing Cooperative Interlocal Agreement between the City of Hutto and Williamson County

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the 21st day of February 2019.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between the City of Hutto, Texas, a Texas, a home rule municipal corporation ("City"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County") acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the Tex. Loc. Gov't Code;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts and/or competitively bid contracts that have been procured by either party through a Cooperative Purchasing Program established with another local government pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

Each party shall designate a person to act under the direction of, and on behalf of, such Party in all matters relating to the cooperative purchasing program. Each party shall make payments directly to its vendors under the contract made under Chapter 271, Subchapter F, Tex. Loc. Gov't Code. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail,

Return Receipt Requested, or by hand-delivery or electronic transmission with confirmation.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Assignment:** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

5.6 **No Third-Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

5.7 **Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

5.8 **Construction:** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

5.9 **No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

5.10 **Governing Law:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

5.11 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other

collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.12 **Recitals:** The recitals to this Agreement are incorporated herein.

5.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, County and City have duly executed this Agreement to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF HUTTO:

By: _____

Printed Name: _____

Representative capacity: _____

Date: _____, 20____

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 10B.

AGENDA DATE: February 21, 2019

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution approving an interlocal agreement between the City of Hutto and the Hutto Independent School District (Ashley Lumpkin)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

The City of Hutto and the Hutto Independent School District have worked towards entering an interlocal agreement to define the development standards and procedures for the construction of the District's educational facilities. The purpose is to provide predictability and reduced costs while insuring that the public health, safety and welfare are protected.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Hutto ISD Board recommended approval at their February 14, 2019 meeting.

CITY ATTORNEY REVIEW:

The City Attorney has reviewed this document.

STAFF RECOMMENDATION:

Staff recommends approval of the interlocal agreement as presented.

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [Interlocal Agreement](#)

RESOLUTION NO. R-

A RESOLUTION APPROVING A PURCHASING COOPERATIVE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION AND WILLIAMSON COUNTY, TEXAS , A POLITICAL SUBDIVISION OF THE STATE OF TEXAS.

WHEREAS, Section 212.902 of the TEX. LOC. GOV'T CODE authorizes a school district and a municipality to enter into an agreement with the board of trustees of the school district to establish review fees, review periods, and land development standards ordinances and to provide alternative water pollution control methodologies for school buildings constructed by the school district; and;

WHEREAS, the City of Hutto and Hutto Independent School District have agreed to establish mutually acceptable land development standards and procedures for the construction of the District's educational facilities which will provide predictability and reduced costs while insuring that the public health, safety and welfare are protected;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

That the City Council of the City of Hutto authorizes the Interlocal Agreement between the City of Hutto and Hutto Independent School District

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **21st** day of **February 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary

INTERLOCAL AGREEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

This Interlocal Agreement (this “agreement”) is entered into effective as set forth below, by and between the City of Hutto (the “City”), a home rule municipality organized and existing under and in accordance with Texas law, and the Hutto Independent School District (the “District”), an independent school district organized and existing under and in accordance with Texas Law.

WITNESSETH:

WHEREAS, the City through its ordinances and regulations maintains land use controls and site development regulations for the protection of the public health, safety and welfare of its citizens;

WHEREAS, the District is an independent political subdivision of the State of Texas charged with the public education of children within its boundaries, which has its own funding source and elected governing body separate from the City;

WHEREAS, a portion of the boundaries of the District lie within the corporate limits and extraterritorial jurisdiction of the City;

WHEREAS, the District must meet certain construction standards and occupancy deadlines due to state mandated educational facility requirements and public fiduciary obligations regardless if any portion of the boundaries of the district lie within the limits and extraterritorial jurisdiction of the City;

WHEREAS, the City and the District desire to establish mutually acceptable land development standards and procedures for the construction of the District's educational facilities which will provide predictability and reduced costs while insuring that the public health, safety and welfare are protected;

NOW THEREFORE; in consideration of the mutual covenants contained herein and pursuant to Section 212.902 of the Texas Local Government Code, the City and the District hereby agree that the future development, construction, and expansion of education facilities of the District within the corporate limits and extraterritorial jurisdiction of the City shall be in accordance with objectives, standards, and procedures set forth in this Agreement.

GOALS/PURPOSE

1. Establish consistent land development standards
2. Establish consistent review procedures and review periods for educational facilities constructed by the District within the City's corporate limits or extraterritorial jurisdiction, as applicable and appropriate.
3. Provide cost-effective educational facilities as well as provide safety to the citizens and children of the District and the City.
4. To the greatest extent possible minimize site review fees and review periods.
5. Establish regular effective communication and maintain a cooperative working relationship with the goal of enhancing public education

The District acknowledges its legal obligation to comply with all applicable state, local and federal regulations relating to land development and construction.

SITE SELECTION PROCESS

- Development standards should be a guideline for the selection and/or designation of land as a site for an educational facility to be built.
- The District agrees to formally meet with the City and regularly communicate to discuss applicable site selection and development issues prior to the District finalizing property acquisition. More importantly, the District and the City will work jointly to make the site and/or expansion of a proposed educational facility operationally safe and cost effective.
- To the extent feasible, the District and the City will identify potential future school sites as part of prudent, long range planning, as has been a recent practice, as the City discusses development projects or accepts development applications from owners or developers of land in the immediate vicinity of an identified potential school needs, the City will request that the owner or developer meet with representatives of the District to discuss development plans with the hopes of locking in school site set-asides.

PREDEVELOPMENT, DEVELOPMENT AND BUILDING PERMIT PROCEDURES

Predevelopment Meeting. Representatives of the District and the City, including any professionals engaged by either party, or their designees, shall meet at least 60 days prior to the submittal of any development permit application by the District. Consideration should be given to various development issues, including:

- a) driveway locations
- b) school zone limits
- c) potential deviations from the standards of development ordinances and rules
- d) potential off-site improvements required and responsibilities to provide such improvements
- e) processing concurrent applications, as applicable, to reduce development processing timeframes.

Once the City and the District agree on development codes that are applicable to a particular permit application during the predevelopment meeting, the development issues shall be put in written form and submitted as part of the District's development applications so that the District develops the site in accordance with the development codes discussed at the predevelopment meeting.

The District will provide a schematic plan of the site to the City at the predevelopment meeting. The schematic plan will be reviewed to allow discussions on the layout and articulation of the project. It is anticipated that the City will recommend school site zoning that is residential and then under the provisions of the Specific Use Permit (SUP) process, zoning and uses of a school site can be tailored to support the educational mission of the district. It is the intent of the City to provide flexibility through the SUP process.

Platting. The District should comply with the City's Subdivision Ordinance unless reasonable deviations are considered and approval is provided by the City in writing. The City should notify the District within 10 working days of submittal and indicate any application's deficiencies. The City agrees to review all subdivision applications within 10 working days.

After the District's receipt of written comments from the City, the District shall submit written responses to the City's comments within 15 working days of receipt. In the event all such comments indicate that additional matters remain unresolved, the City Manager and HISD Superintendent, or their representatives, shall meet to resolve the remaining issues preventing approval.

A Preliminary Plat and Final Plat approval must be obtained prior to issuance of a site plan and Certificate of Occupancy by both the City and the ESD#3. However, the District reserves the right to request a temporary certificate of occupancy in accordance with City ordinances and ESD requirements to both the City and ESD#3 for approval.

Building and Site Development Permits. The District shall obtain a Site Development Permit and a Building Permit, as applicable, from the City prior to commencement of construction.

Fees. Utility impact fees for city water and wastewater are not permissible in the law with respect to public school site development and therefore these are waived as per the City Ordinance process. Other utility fees and other Development fees will be paid, as applicable.

Annexation. The property will be annexed within 120 days of ownership or a minimum of 60 days prior to the first permit application through contiguity of property or through continuity of development agreements, as applicable.

Traffic Impact Analysis (TIA). In the event the District acquires a site and such site is not part of a subdivision (existing or planned) for which a TIA has already been approved, or the approved TIA does not include traffic generated by the educational facility proposed to be located at such site, then the District recognizes it shall be required to prepare a TIA to accompany the development and be responsible for traffic improvement costs, as applicable.

The TIA will determine boundary and off-site transportation improvements needed as a result of projected traffic to be generated by all proposed facilities on a total site area under the control of the District. If more than one school and/or if a site is to be multi-phased, all associated facilities will be reflected in the TIA. However, a phasing plan for the construction of educational facilities will be proposed by the District which will be considered in the TIA and affect transportation improvements phasing as determined by the District's traffic consultant.

The district's registered professional engineer and the City will meet to determine the geographic area to be included and will include the following:

- Trips to be generated by the proposed development

- Assignment of such trips to the road network analyzed
- The capacity of affected roadways before and after the proposed development
- Specific recommendations for roadway improvements and traffic control modifications needed to mitigate the traffic from the proposed development
- The project's proportionate share of improvements and modifications.

In the event the District is responsible for 100 percent of the proportionate share of the improvements and modifications described in the TIA approved as set forth above, the District will install all improvements and make necessary public dedications as recommended by the approved TIA. In the event that the District's proportionate share of improvements does not cover all referenced improvements and modifications, the City and District shall meet to discuss possible solutions, including construction of the required improvements by a third-party developer. In no event shall the District be responsible for installing more roadway improvements than are required.

With respect to right of way dedication, the Board of Trustees of the District may not give public school property away. It must either be sold via formal appraisal and competitive bidding post a resolution to do so and/or justification of a dedication of right of way must be clearly articulated so as to avoid legal jeopardy of a gift of public funds. The District will work with the City in good faith to provide the necessary justification to avoid having the City pay for Right of Way dedication.

Utilities. The District or developer will be responsible for extending utilities, if such extension is necessary, to serve any new educational facilities developed. Wherever and whenever possible, the District wants to avoid reimbursement situations. Construction funds are finite and if the district must bear any portion of a utility infrastructure, the District prefer that it is the actual cost of the District's portion of a utility extension if there are other end-users and developers involved.

However, where this may not be possible and if the District extends utilities, the District shall be reimbursed the proportionate amount of any connections by any third parties made on such extension of impact fee eligible lines. This will need to be memorized in a separate agreement with the Developer.

If District extends utilities and the City desires to oversize such utilities, then the construction cost shall be shared proportionately by the District and the City.

Sidewalks. The District shall install six foot wide concrete sidewalks along all arterial streets and five foot wide concrete sidewalks along collector or local streets that are on-site sidewalks on the District's property or within the right-of-way immediately abutting the District's property and run generally parallel and adjacent to the public road frontage. The sidewalks shall be built according to City standards.

Improvements within the City Right of Way (ROW). The City may administratively approve any improvements within City ROW required for school and related facility construction.

School Traffic Control Plan. To the extent reasonably discernable at the time the TIA is approved, the District will submit plan details of District's ingress/egress, pedestrian pathways, off-site sidewalks and traffic control plan in conjunction with the site plan review process. The District shall submit Traffic Control Plan as well as the information required in City Ordinance 22.03.034. and will comply with the City's School Zone Ordinance.

Masonry/Facade Requirements.. The City will review, through the Specific Use Permit process architectural design review to allow for flexibility on the school site.

Parking Needs. The City will review plans for compliance with off-street parking requirements, however the Specific Use Permit can allow for flexibility in terms of parking requirements. The City will work with the District with assessing parking needs and providing for off-street parking.

Inspections. The City can provide inspections, or alternatively will accept third party inspections that will be submitted to the City for the building permit record file and in compliance with City adopted Codes. The City will conduct inspections for all improvements to City's Right-of-way.

In lieu of the City performing full building inspections, the City will accept sealed engineer's and architect's letters certifying compliance with the approved building inspections. The District may use the City or an independent certified inspection company. In no event shall the City be responsible for defects from the approved plans that might normally be discovered during the normal course of full inspections had the City otherwise performed such inspections instead of a certified inspection company. However, the District will submit their inspection reports for inclusion in the City's School Building Permit Record File.

Fire inspections in the building and compliance process will be handled by ESD #3, as applicable.

Minor Revisions to Approved Development Plan Prior to or During

Construction. The District may submit to the City minor revisions, as applicable, to an approved development plan prior to or during construction.

Fiscal Surety. In the event the District constructs or intends to construct any street, drainage, or utility lines or facilities which are to be dedicated or conveyed to the City for ownership and operation (a "Public Improvement"), the District shall not be required to post any escrow, letter of credit, bond or other form of financial guarantee so long as the District otherwise delivers to the City a letter of agreement from the Superintendent in a form agreeable to the City agreeing on behalf of the District to construct such Public Improvements. The District shall construct all improvements required by City ordinance and TIA as a condition of approval of a Site Plan, Building Permit, or recordation of Final Plat, as applicable. In the event such Public Improvements are constructed by any individual.

The District will provide the standard two year warranty/maintenance bond (part of construction warranty and bond requirements the District will have in place in regards to its Construction Manager.) as required by City Ordinance.

LANDSCAPING

City Landscape Regulations. Because the District has specific requirements for security at its educational facilities and since the District provides adequate landscaping and tree protection for its educational facilities, the City will provide a review of plans for compliance with the City's landscape and tree ordinance pertaining to interior landscaping that can be approved and modified through the SUP process. The District will submit for review all landscaping within the City's rights of way.

LANDSCAPE PLANTING GUIDELINES

- Preserve existing trees where practical, as determined by the District.
- Plant material is hardy to the area climate and local soils.
- Plant material is to be low in water requirements
- All planting beds and tree pits are to be mulched with shredded wood or decomposed granite to retain soil moisture and reduce weed growth

- Do not plant shrubs at building entrances and parking areas for security reasons.
- Stake trees to prevent wind damage.
- Use plant materials and trees native or adapted to the area. (the District has a set of landscaping standards based on urban forestry planning for Central Texas to include a variety of practical specimens that we can include as an attachment)
- Plant trees a minimum of 2-1/2" caliper in size
- Provide a watering ring around each tree pit.
- Plant all trees in native soil amended only with compost.

SPRINKLER IRRIGATION

- Irrigate play and athletic fields and high traffic areas, as determined by the District.
- Irrigation system will be operated with an automatic controller capable of multiple programs and start times.
- Irrigation system will have a "rain and freeze" detection switch.
- Adjustable flow controls will be used in areas of high pressure.
- Backflow prevention as per local codes will be installed.
- Sprinkler heads will be nozzled to produce minimal overspray and runoff.
- Turf will be sectioned separately from shrub and bed areas. Check valves will be used to prevent low head drainage.

LIGHTING, SIGNS, CONSTRUCTION/CONCRETE POURS, DAMAGE TO PUBLIC FACILITIES

Facility Lighting. Exterior lighting of any educational facilities of the District shall be directed away from existing residential uses and public streets to the extent reasonably practical. Any outdoor competition facilities of the District, including, but not limited to, football, baseball or soccer stadiums, which provide public seating shall be reviewed for lighting requirements set forth in the City's Codes and Ordinances, and will not be unreasonably withheld by the City. Residential uses shall include existing and any planned uses for future residential use.

Sign Permits. A sign that will be included within a new educational facility site shall be reviewed by the City and shall require a separate sign permit to be applied for or issued to ensure signs are placed safely, particularly if it includes an electronic reader board, and one that might obstruct visual clearance. Small signs on the building or small directional signs may be exempted.

Construction/Concrete Pours. The District shall not be exempt from any regulation or ordinance regarding the time or day that construction is undertaken and/or concrete/or similar material is poured, laid or constructed at any construction site. In the event the District proposes to undertake "early" morning concrete pours, it will first obtain specific approval from the City Manager through the applicable permit. If such approval is obtained, the District will post a temporary sign or signs on the District's property in the best location to notify the citizens of the surrounding area of such pours and shall take all reasonable precautions to assure that such activities will minimize any nuisance(s) to any of the adjacent residents.

Damage to Public Facilities. Any utilities, curbs, pavement, sidewalks, structures, or any public facility, etc., on City property or public ROW within City limits that are damaged or removed during construction shall be repaired or replaced by the District at no cost to the City.

CITY OF HUTTO

By: _____

Name: Odis Jones, City Manager

Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Celina Estrada-Thomas, Superintendent

Date: _____

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11A. **AGENDA DATE:** February 21, 2019

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations.
(Lisa Brown)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

On July 7, 2018, the City Council approved Ordinance 0-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2018 new terms will expire on June 30, of the corresponding Council Member term. Transition to new terms for current board and commission members can be reappointed to the new terms based on the new expiration terms, or new appointments can be recommended during a council meeting in July. All current board and commission members have been assigned Place numbers to coincide with existing council members. On June 20, 2018, the Council re-appointed all seated board members to terms aligned with the corresponding member term.

There are several seats on the boards and commissions that were created as a result of the ordinance in July that need to be filled. Additionally, there are some board and commission members who have been reappointed that do not wish to continue past the expiration of their original term and intend to resign their position at that time.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

There are no supporting documents.