



City of Hutto

Agenda

Special Called City Council Meeting Thursday, September 9, 2021 at 6:00 PM City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. CITY COUNCIL COMMENTS

Pursuant to Texas Government Code Sec. 551.0415, a member of the governing 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 Interests 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.

5.1. General Comments from City Council

6. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on September 9, 2021. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. CITY MANAGER COMMENTS

8. OTHER BUSINESS

8.1. Consideration and possible action on Resolution No. R-2021-141 approving a Memorandum of Understanding by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the "Cities") and the County of Williamson ("County") to proceed with identifying and evaluating the services currently being provided by the Williamson County and Cities Health District.

- 8.2. Consideration and possible action on Resolution No. R-2021-139 approving an Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill under Chapter 121, Subchapter E of the Texas Health and Safety Code.
- 8.3. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations, Tax Increment Reinvestment Zone Boards, City Council Liaisons, Area Government, and Advisory Committees.
- 8.4. Discussion of the budget for the City of Hutto for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

9. 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).

- 9.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 9.2. Receive legal advice pursuant to Texas Government Code Sections 551.071, 551.087 and 551.072 to deliberate and seek legal advice regarding economic development negotiations; and securing an option to purchase real property involving, and in connection with, project Darwin.
- 9.3. Deliberate and seek the advice of legal counsel regarding the pursuit of claims arising out of Emergency Service District No. 17 operations as alleged by the City of Pflugerville in *Rogers, et. al v. Travis County ESD No. 17, et. al*, filed in Travis County District Court.

10. ACTION RELATIVE TO EXECUTIVE SESSION

- 10.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 10.2. Consideration and possible action based on legal advice and economic development negotiations regarding the option to purchase real property involving, and in connection with, project Darwin.
- 10.3. Consideration and possible action on legal advice received regarding the pursuit of claims arising out of Emergency Service District No. 17 operations as alleged by the City of Pflugerville in *Rogers, et. al v. Travis County ESD No. 17, et. al*, filed in Travis County District Court.

11. ADJOURNMENT

12. CERTIFICATION

I certify that this notice of the Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on September 5, 2021 at 2:30 P.M.



Holly Nagy

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttox.gov or call (512) 759-4033 for assistance.

AGENDA ITEM REPORT



To: City Council

Subject: Consideration and possible action on Resolution No. R-2021-141 approving a Memorandum of Understanding by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Cities”) and the County of Williamson (“County”) to proceed with identifying and evaluating the services currently being provided by the Williamson County and Cities Health District.

Meeting: Thursday, September 9, 2021

Department: City Secretary

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Wilco MOU - 07.20.2021
2. R-2021-138 Resolution Approving MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and among the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Cities”) and the County of Williamson (“County”).

RECITALS

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code, authorizes the establishment of public health districts by a majority of the governing bodies of a county and one or more municipalities in a county for the purpose of providing and furnishing health programs (the “Act”); and

WHEREAS, the County and the Cities (collectively the “Member Governments”) comprise the Williamson County & Cities Health District (the “District”) established under the Act; and

WHEREAS, the District is governed by a public health board pursuant to the Act and a Cooperative Agreement previously approved, and subsequently amended, by the Member Governments; and

WHEREAS, the Member Governments intend to enter into an Amended and Restated Cooperative Agreement modifying the composition of the Board and clarifying provisions of the Agreement; and

WHEREAS, prior to the establishment of the District, public health services were provided by a Williamson County Health Department; and

WHEREAS, it is the goal of the Member Governments to provide the best quality health services to the residents of Williamson County and determine the best structure for providing said services; and

WHEREAS, the purpose of this Memorandum of Understanding is to set forth the intention of the Member Governments to proceed with identifying and evaluating the services currently being provided by the District, categorizing which provided services are mandatory functions of the District and which are discretionary, and determining the best process for any modification or transition of services, as necessary;

NOW THEREFORE, the Member Governments agree to work cooperatively and in accordance with this Memorandum of Understanding to take the steps set forth herein to identify and evaluate the services and the structure for the provision of said services currently being provided by the District.

ARTICLE I.

The Member Governments agree that upon approval of the Amended and Restated Cooperative Agreement, the District intends to take the following actions:

- 1) Draft and publish a Request for Qualifications (“RFQ”) for a professional consultant to identify and evaluate the services provided by the District, specifically the cost, quality, effectiveness, necessity, and structure of said services. The RFQ is estimated to be issued no later than **August 31, 2021**;
- 2) Review the responses to the RFQ and select a professional consultant to complete the District’s requested Scope of Services, estimated to be no later than **October 31, 2021**;
- 3) Receive the findings of the professional consultant, estimated to be no later than **December 31, 2021** or by a later date mutually agreed upon by the District and the professional consultant; and
- 4) Review the findings of the professional consultant and make a determination as to whether any modification or transition of services will provide the best quality health services to the residents of Williamson County, and initiate appropriate actions regarding the District’s determination no later than **sixty (60) days after receipt of findings of the professional consultant**.

ARTICLE II.

LEGAL EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of _____, 2021.

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell Jr., County Judge

Date: 07.20.2021

CITY OF CEDAR PARK, TEXAS

By: _____
Corbin Van Arsdale, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine Sederquist, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By: _____
Liz Branigan, Mayor

Date: _____

RESOLUTION NO. R-2021-141

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITIES OF CEDAR PARK, GEORGETOWN, ROUND ROCK, TAYLOR, HUTTO, LEANDER, AND LIBERTY HILL AND THE COUNTY OF WILLIAMSON; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Memorandum of Understanding by and among the cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill and the County of Williamson, and authorize the Mayor to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the Mayor to execute the Memorandum of Understanding, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 2nd day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on Resolution No. R-2021-139 approving an Amended and Restated Cooperative Agreement by and between Williamson County and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill under Chapter 121, Subchapter E of the Texas Health and Safety Code.
Meeting: Thursday, September 9, 2021
Department: City Secretary
Staff Contact:

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ATTACHMENTS:

1. Wilco Coop Agr - 07.20.2021
2. R-2021-139 Resolution Approving Cooperative Agreement

STATE OF TEXAS

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AMENDED AND RESTATED

COOPERATIVE AGREEMENT

WILLIAMSON COUNTY AND CITIES

COUNTY OF WILLIAMSON

PUBLIC HEALTH DISTRICT

This Amended and Restated Cooperative Agreement (this “Agreement”) is made by and between the County of Williamson (“County”) and the Cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill (collectively the “Member Governments”), under Chapter 121, Subchapter E of the Texas Health and Safety Code (the “Code”), acting by and through their respective authorized officers, representatives and governing bodies.

RECITALS

WHEREAS, in 1943 the Williamson County Health Department was established; and

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the “Act”), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and

WHEREAS, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the “Original Members”), and re-designated as the Williamson County & Cities Health District (hereinafter the “District”); and

WHEREAS, the District began being governed by a public health board pursuant to the Code and a “Cooperative Agreement,” which was initially approved by the Original Members in 1989 and revised and approved by the Original Members in 1992, 2004, and 2007; and

WHEREAS, the Cities of Liberty Hill and Hutto joined the District in 2007, and, thereafter, in 2013, the City of Leander joined the District (collectively the “New Member Cities”); and

WHEREAS, the County, Original Member Cities and New Member Cities comprise all membership in the District as of the Effective Date of this Agreement and are collectively referred to herein as the “Member Governments”; and

WHEREAS, the Member Governments have determined that the Cooperative Agreement needs to be amended and restated again to reflect modifications relating to the composition of the Board and to clarify certain provisions; and

NOW THEREFORE, the Member Governments of the District do hereby amend and restate the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:

I. GOVERNANCE

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the “Board”). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

1.2 Except as otherwise set out herein, two Directors shall be appointed by the Williamson County Commissioners’ Court, and one Director shall be appointed by each of the City Managers of the Cities of Cedar Park, Georgetown, Round Rock, Taylor and Hutto. The Cities of Leander and Liberty Hill have shared one Director since becoming Member Governments and they hereby agree to continue to share such Director. Thus, the City Manager of the City of Leander shall appoint one Director to serve on behalf of the Cities of Leander and Liberty Hill. In the event either the City of Liberty Hill reaches a population of 15,000 or more, or additional cities having populations of less than 15,000 become new Member Governments following the Effective Date of this Agreement, the City of Liberty Hill shall then appoint a Director in accordance with the provisions of Section 1.3 below.

1.3. Any incorporated city within the District’s territory may apply to become a member of the District and the governing body of each existing Member Government shall review the application. The governmental entity making application may be admitted as a new Member Government of the District if a majority of the governing bodies of each then existing Member Governments approves such application. Upon admission as a member of the District and approval of this Agreement, the new member will become a Member Government.

1.3.1 For incorporated city Member Governments with a population of 15,000 or greater, the City Manager of such city may appoint one qualified Director to the Board.

1.3.2 New incorporated city Member Governments that have less than 15,000 population must each join together and select two qualified Directors to represent them on the Board; provided, however, if there are four or less new incorporated city Member Governments with population less than 15,000 each, they will all join together and select one qualified Director to represent them on the Board.

1.3.3 Except as otherwise set out herein, existing Member Governments in place on the Effective Date of this Agreement will retain current representation on the Board regardless of population estimate.

1.4. To be qualified as a Director, a person must be a citizen of the United States and must have resided at least three (3) years in the District. A Director shall not be an elected official but must be an employee of the Member Government for which he or she serves.

1.5. Directors shall serve without compensation.

1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.

1.7. The term effective date for Directors appointed by new Member Governments shall be staggered such that no more than one-third (1/3) of the terms of the Directors expire in any one year. To accomplish such staggering, new Directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December 31. In addition, if multiple new Member Governments join the District in the same year, the Board may designate the initial term of the newly appointed Directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

1.8. A Director for a city Member Government may be removed by the Board at the discretion of the particular city Member Government's City Manager. Directors representing the County serve at the pleasure of the Williamson County Commissioners Court and may be removed at its discretion. The Executive Director is to contact the Member Government if its appointed Director is absent for two consecutive Board meetings or three Board meetings during a calendar year.

1.9 All vacancies of a Director shall be filled for the unexpired portion of the term by the City Manager of the appointing city Member Government or by the Williamson County Commissioners Court for the County's Directors, whichever the case may be. If less than one (1) year remains in the unexpired term for the Director of a Member Government, then the City Manager or the Williamson County Commissioners Court may appoint its Director(s) to fill the unexpired portion of the term plus a full term of three (3) years.

1.10. A Director may serve consecutive terms.

II. OFFICERS

2.1. *General.* The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The Williamson County Commissioners Court shall name the Chairperson of the Board. Members of the Board shall select the remaining officers from amongst their members, and each officer shall serve a one-year term.

2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.

2.3. *Vice-Chairperson.* The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Williamson County Commissioners Court shall appoint a new Chairperson.

2.4. *Secretary.* The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

III. EXECUTIVE DIRECTOR

3.1. The Directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.

3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.

3.3. The Executive Director shall be an ex-officio non-voting member of the Board.

3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

IV. MEETINGS

4.1. A majority of the voting Directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.

4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.

4.3. The Board shall comply with the Open Meetings Act.

V. PURPOSE OF THE DISTRICT

5.1. The District may perform any public health function that any of its Member Governments may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.

5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.3. The District shall provide “Essential public health services” as defined in Section 121.002 of the Act.

5.3.1. Monitor the health status of individuals in the community to identify community health problems;

5.3.2. Diagnose and investigate community health problems and community health hazards;

5.3.3. Inform, educate, and empower the community with respect to health issues;

Mobilize community partnerships in identifying and solving community health problems;

5.3.5. Develop policies and plans that support individual and community efforts to improve health;

5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;

5.3.8. Ensure a competent workforce for the provision of essential public health services;

5.3.9. Research new insights and innovative solutions to community health problems; and

5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population-based services in a community.

5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.

5.5. Member Governments and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board.

5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.

5.7. The District shall also have authority to conduct health and sanitation inspections for Member Governments, for non-member governments that enter into an interlocal agreement with the District, or as authorized by law.

5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Member Governments agree not to require their own health or sanitation permits.

VI. LIABILITY AND INDEMNITY

6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.

6.2. The District shall indemnify each and every Director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

6.3. The District must purchase and maintain insurance, as available, on behalf of any Director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical Director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

6.4. The District may engage private legal counsel who will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for

which there is no conflict of interest. For matters relating solely to their own Member Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

7.1. The District's fiscal year shall be January 1 through December 31.

7.2. The Member Governments of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Member Governments contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.

7.3. The Board shall annually request funding from Member Governments on an October 1 – September 30 fiscal year basis. New Member Governments joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Member Governments, but such payment may be pro-rated to the date of the new Member's admission to the District relative to October 1.

7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.

7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.

7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Member Governments.

7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.

7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.

7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.

7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly called meeting. The District shall

maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services or loss of key personnel.

7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:

7.12.1. The assets and liabilities of the District as of the end of the fiscal year;

7.12.2. The principal changes in assets and liabilities during the fiscal year;

7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;

7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;

7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.

7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.

7.13. The Board shall require that an independent audit of the District's financial records be made annually. The annual audit shall be available for public inspection during all normal business hours at the District office. The District shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.

VIII. EMPLOYEES

8.1. If the Executive Director is not a physician, the Executive Director, subject to approval by the Board, shall appoint a physician licensed and in good standing in the state of Texas as an officer of the District to serve as the Health Authority. If no local physician can be found who is willing to so serve, then the designated Medical Director of the Texas Department of State Health Services or its successor or his/her designee shall serve as the Health Authority. A Health Authority appointed under the provisions of Section 121.021 of the Act has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The Health Authority shall aid the Board in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and epidemic diseases within the District's jurisdiction. It is the intent of this Agreement that any Health Authority of the District shall be an "employee" as defined by Section 101.001(2) of the Texas Civil Practice and Remedies Code for the purposes of the Texas Tort Claims Act. A Health Authority is a state officer when performing duties prescribed by state law (Section 121.024 of the Texas Health and Safety Code).

8.2. The District's employees shall be eligible to participate in the Benefits Program offered by Williamson County to county employees, including group health insurance, workers' compensation program, and retirement system.

8.3. The Board may in some years grant a cost-of-living increase to each District employee, except that the size of the increase shall not exceed the cost-of-living increase granted by the Williamson County Commissioners' Court to each county employee for that fiscal year. District employees shall not be granted an automatic pay raise based on longevity alone. Instead, the Board may, as resources permit, authorize the Executive Director to grant merit increases to an employee based on job performance and/or promotion in job responsibility.

IX. MISCELLANEOUS

9.1. The provisions of Chapter 121 of the Texas Health and Safety Code shall be applicable to the District. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.

9.2. A Member Government may withdraw from this Agreement by giving written notice to the other Member Governments and to the Executive Director no later than six (6) months before the end of the District's fiscal year. The withdrawal shall become effective at the end of the current District fiscal year after the withdrawing Member Government has given written notice of its decision to the Board. Such notice of withdrawal shall not relieve such Member Government of any obligation incurred by such Member Government prior to date of withdrawal.

9.3. Modification of this Agreement shall be in writing and effective upon approval by a majority of the Member Governments.

9.4. This Agreement shall remain in effect unless modified or cancelled by a majority of the Member Governments.

9.5. In the event that a majority of Member Governments vote to dissolve the District, after payment of all liabilities, the District's unencumbered assets will be distributed proportionately to current Member Governments based on their current fiscal year contributions to the District.

9.6. This Agreement constitutes the entire Agreement between the Parties in regard to the provision of public health services and supersedes all prior such Agreements between the Parties.

9.7. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government) _____ day of _____, 2021 (the "Effective Date").

[Signatures on the following pages.]

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.
Bill Gravell Jr., County Judge

Date: 07.20.2021

CITY OF CEDAR PARK, TEXAS

By: _____
Corbin Van Arsdale, Mayor

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

Date: _____

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____

CITY OF LEANDER, TEXAS

By: _____
Christine Sederquist, Mayor

Date: _____

CITY OF LIBERTY HILL, TEXAS

By: _____
Liz Branigan, Mayor

Date: _____

RESOLUTION NO. R-2021-139

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AMENDED AND RESTATED COOPERATIVE AGREEMENT BY AND BETWEEN THE CITIES OF CEDAR PARK, GEORGETOWN, ROUND ROCK, TAYLOR, HUTTO, LEANDER, AND LIBERTY HILL AND THE COUNTY OF WILLIAMSON; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to approve the Amended and Restated Cooperative Agreement by and between the cities of Cedar Park, Georgetown, Round Rock, Taylor, Hutto, Leander, and Liberty Hill and the County of Williamson, and authorize the Mayor to execute the Agreement (the “Agreement”) attached as Exhibit A.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The Hutto City Council hereby approves and authorizes the Mayor to execute the Amended and Restated Cooperative Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 2nd day of September, 2021.

Mike Snyder, Mayor

ATTEST:

Holly Nagy, City Secretary

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations, Tax Increment Reinvestment Zone Boards, City Council Liaisons, Area Government, and Advisory Committees.
Meeting: Thursday, September 9, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Boards Commissions List 8-27-21

BOARDS AND COMMISSIONS MASTER LIST as of 8/27/21					
			Term Ends		
Council Member Place 1		Robin Sutton	May-23		
Council Member Place 2		Dan Thornton	May-24		
Council Member Place 3		Mandi Villarreal Salvo	May-22		
Council Member Place 4		Peter Gordon	May-23		
Council Member Place 5		Krystal Kinsey	May-24		
Council Member Place 6		Tanner Rose	May-22		
Mayor		Mike Snyder	May-22		
Planning & Zoning Commission					
Meets: 1st Tuesday @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per Charter					
Staff Liasion: Ashley Lumpkin					
Council Liasion: Peter Gordon					
				Appointed	Term Ends
Place 1	Rick	Hudson	Chair	6/18/20	6/30/22
Place 2	Randal	Clark	Commissioner	6/18/20	6/30/22
Place 3	Brian	Lee	Commissioner	6/10/21	6/30/22
Place 4	Kurt	Schwerdtfeger	Commissioner	7/1/21	6/30/23
Place 5	Jerica	Lawyer	Commissioner	7/2/20	6/30/22
Place 6	David	Meyer	Commissioner	7/15/21	6/30/22
Place 7	Susanna	Boyer	Commissioner	6/3/21	6/30/22
After June 30, 2021, the Commissioners for Place 6 and Place 7 (Mayor) shall be appointed to a one-year term, and the Commissioner for Place 4 shall be appointed to a two-year term. After June 30, 2022, the Commissioner for Place 1 shall be appointed to a one-year term, the Commissioners for Place 2 and Place 5 shall be appointed to two-year terms, and the Commissioners for Place 3, Place 6, and Place 7 (Mayor) shall be appointed to three-year terms.					
Parks Advisory Board					
Meets: 2nd Wednesday @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Tony Host					
Council Liasion:					
				Appointed	Term Ends
Place 1	Katie	Weiss	Vice Chair	7/15/21	6/20/24
Place 2	Wendel	Teltow	Member	1/23/20	6/30/24
Place 3	David	Meyer	Member	9/17/20	6/30/22
Place 4	Deborah	McPherson	Member	8/19/21	6/30/23
Place 5	Sharon	Dyer	Member	6/17/21	6/30/24
Place 6	Rose	McMillin	Member	6/20/19	6/30/22
Place 7	Perry	Savard	Chair	6/20/19	6/30/22
* Filled unexpired term					

Library Advisory Board					
Meets: Quarterly @ 6:00 p.m. in City Council Chambers					
3 year terms					
Staff Liasion: Kristi Robich					
Council Liasion: Tanner Rose					
				Appointed	Term Ends
Place 1	Christina	Garza	Member	5/16/19	6/30/23
Place 2	Nelida	Ortiz	Member	7/15/21	6/30/24
Place 3	Tara	Chappell	Vice Chair	7/3/19	6/30/22
Place 4	Scott	Rose	Member	9/17/20	6/30/23
Place 5	Havala	Merit	Member	6/17/21	6/30/24
Place 6	David	Westbrook	Member	11/7/19	6/30/22
*Place 7	Brian	Thompson	Member	2/27/20	6/30/22
Zoning Board of Adjustment					
Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per LGC Sect. 211.008(b)					
Staff Liasion: Ashley Lumpkin					
Council Liasion:					
				Appointed	Term Ends
Place 1	John	Marines	Member	6/3/21	6/30/22
Place 2	Brian	Lee	Member	6/7/21	6/30/24
Place 3	Robert	Balcer	Member	8/19/21	6/30/22
Place 4	Wendell	Teltow	Member	5/20/21	6/30/23
Place 5	Ray	Alba	Member	6/17/21	6/30/23
Place 6	Maureen	Rooker	Member	6/20/19	6/30/22
Place 7	Randal	Clark	Member	9/19/19	6/30/22
Historic Preservation Commission					
Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion:					
Council Liasion: Robin Sutton					
				Appointed	Term Ends
Place 1	DeAnne	Worley	Commissioner	7/3/19	6/30/22
Place 2	Jon	Stephenson	Commissioner	5/20/21	6/30/24
Place 3	Curtis	Orton	Commissioner	9/20/18	6/30/22
Place 4	Robert	Lykins	Commissioner	5/20/21	6/30/23
Place 5	Vacant		Commissioner		6/30/21
Place 6	Travis	Allen	Commissioner	6/20/19	6/30/22
Place 7	Vacant		Commissioner		

Building and Standards Commission					
Meets: As Needed in City Council Chambers (at least once a year)					
2 year terms per LGC Sect. 54.033					
Staff Liasion: Ashley Lumpkin					
Council Liasion: None					
				Appointed	Term Ends
*Place 1	Vacant		Commissioner	1/3/19	6/30/21
Place 2	Vacant		Commissioner	9/20/18	6/30/21
Pending Registration	Place 3	Kendrick Whittington	Commissioner	8/2/18	6/30/22
Place 4	Kurt	Schwerdtfeger	Commissioner	7/1/21	6/30/23
Place 5	Vacant		Commissioner	9/20/18	6/30/21
Place 6	Maureen	Rooker	Commissioner	6/20/19	6/30/22
Place 7	Richard	Hudson	Commissioner	6/20/19	6/30/22
* Filled unexpired term					
Ethics Review Commission					
Meets: As needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: City Secretary					
Council Liasion: None					
				Appointed	Term Ends
* Place 1	Jane	Wrinkle	Member	2/4/21	6/30/23
** Place 2	Lori	Brown-Duncan	Vice Chair	9/20/18	6/30/21
Place 3	Bill	Kohl	Member	7/11/19	6/30/22
Place 4	Christina	Garza	Member	12/17/20	6/30/23
Place 5	Abel	Landin	Member	6/17/21	6/30/24
Place 6	April	Willis	Member	8/15/19	6/30/22
Place 7	Kelly	Lewis	Member	8/19/21	6/30/22
Economic Development Corporation					
Meets: 1st Monday at 6:30 p.m. of each month in City Council Chambers					
Staff Liasion: Stacy Schmitt					
Council Liasion:					
				Appointed	Term Ends
Place 1	Cheney	Gamboa	Member	8/19/21	6/30/23
Place 2	Mike	Arismendez	Chair	6/3/21	6/30/23
Place 3	Shawn	Lucas	Member	6/10/21	6/30/23
Place 4	Don	Carlson	Vice Chair	7/1/21	6/30/23
Place 5	Randal	Clark		6/17/21	6/30/23
Place 6	Victor	Henry	Member	5/6/21	6/30/21
Place 7	Mike	Snyder	Member	7/1/21	6/30/23

Communications/Technology Task Force					
Meets once a month.					
1 year term- appts in Feb.					
Council Liasion: Peter Gordon					
				Appointed	Term Ends
Place 1	Jane	Wrinkle	Member	2/4/21	2/1/22
Place 2	Vacant				2/1/22
Place 3	Vacant		Member		2/1/22
Place 4	Andrew	Ingrassia	Member	6/10/21	2/1/22
Place 5	Vacant				
Place 6	Jerica	Lawyer	Member	7/15/21	2/1/22
Place 7	Dana	Wilcott	Member	7/15/21	2/1/22
ADA/Electronic and Information Resource Task Force					
Meets once a month					
1 year term-Appts in Feb					
Council Liasion: Dan Thornton					
				Appointed	Term Ends
Place 1	Jane	Wrinkle	Member	2/4/21	2/4/22
Place 2	Laurie	Stockman	Member	2/25/21	2/4/22
Place 3	Vacant		Member		
Place 4	Vacant		Member		2/6/22
Place 5	Vacant		Member		
Place 6	Vacant		Member		
Place 7	Vacant		Member		
Diversity and Inclusion Commission					
Meets monthly					
3 yr terms					
Council Liasion:				Appointed	Term Ends
Place 1	Ana	Gonzales	Member	11/19/21	6/30/24
Place 2	Tara	Spoons	Member	9/17/20	6/30/23
Place 3	Vacant		Member	11/5/20	6/30/24
Place 4	Brian	Thompson	Member	8/27/20	6/30/23
Place 5	Vanessa	Lopez	Member	8/5/21	6/30/23
Place 6	Beatriz	Rodriguez	Member	11/5/20	6/30/24
Place 7	Marliese	Pieto	Member	8/5/21	6/30/24
Tax Increment Reinvestment Zone (TIRZ) #1					
3 appts from City					
2 appts from County *+					
2 yr terms				Appointed	Term Ends
	Russ	Boles	Member	2/14/20	2/14/22
*+	Scott	Heselmeyer	Member	3/2/21	3/2/23
	VACANT		Chair		2/1/22
	Rick Hudson		Member	2/10/20	2/10/22
	Mandi Villarreal Salvo		Member	4/1/21	2/1/22
Emergency Preparedness Task Force					
Meets					
3 year terms					
Council Liasion: Mike Snyder				Appointed	Term Ends
Place 1	Vacant		Member		6/30/23
Place 2	Matthew	Selby	Member	7/15/21	6/30/23
Place 3	Donna	Jones	Member	6/17/21	6/30/23
Place 4	Thomas	Quoma	Member	6/3/21	6/30/24
Place 5	Stevie	Jones	Member	6/17/21	6/30/24
Place 6	Vacant		Member		6/30/24
Place 7	Vacant		Member		6/30/24

AGENDA ITEM REPORT



To: City Council
Subject: Discussion of the budget for the City of Hutto for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.
Meeting: Thursday, September 9, 2021
Department: City Secretary
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None