AGENDA
SPECIAL CITY COUNCIL
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas

Thursday ~ October 24, 2013 at 6:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh (Mayor Pro Tem)**
Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

1. Open meeting

2. Roll Call

3. Proclamation recognizing "Municipal Court Week"

PUBLIC HEARING

4. Second Public Hearing on the annexation of an area of land being 32.68 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

CONSENT AGENDA

5. Consider FY2014 Public-Safety Answering Point (PSAP-911) Interlocal Agreement between the City of Leander and the Capital Area Emergency Communication District (CAECD)

REGULAR AGENDA

6. Consider nomination to the Williamson Central Appraisal District Board of Directors

7. Adjournment

CERTIFICATION
This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information.** Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 18th day of October, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

PROCLAMATION

***WHEREAS**, the Municipal Court of Leander, Texas, a time honored and vital part of local government, has existed since 1978,*

***WHEREAS,** more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined, and*

***WHEREAS,** public impression of the entire Texas judicial system is largely dependent upon the public's experience in municipal court,*

***WHEREAS**, Municipal Judges and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct,*

***WHEREAS**, the Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens,*

***WHEREAS,** the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community,*

***WHEREAS**, the Municipal Judges, Clerks, Court Administrators, Bailiffs, and Warrant Officers continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations.*

***THEREFORE**, it is most appropriate that we recognize the accomplishments of the 916 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior,*

***NOW, THEREFORE**, I Christopher Fielder and the City of Leander, Texas do proclaim **November 4 – 8, 2013** as:*

"Municipal Court Week"

And further extend appreciation to all Leander Municipal Judges and Court Personnel for the vital services they perform and their exemplary dedication to our community

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

Executive Summary

October 24, 2013

Agenda Subject: Second public hearing on annexation of an area of land being 32.68 acres, more or less, beginning at the south end of County Road 290 and including the abutting streets, roadways, and rights-of-way; being located in Travis County, Texas and adjacent and contiguous to the city limits.

Background: The Resolution setting the two public hearings for October 17, 2013 and October 24, 2013 was approved by City Council on September 5, 2013. The first public hearing was held on October 17, 2013. The first reading of the ordinance is scheduled for November 21, 2013 and the second and final reading is scheduled for December 5, 2013. This is an involuntary annexation to provide necessary transportation connections to existing and planned development in the Grand Mesa at Crystal Falls subdivision.

Origination: City of Leander

Recommendation: Staff recommends that Council conduct the second public hearing on this annexation.

Attachments:

1. Resolution (including map and service plan)
2. Annexation Schedule

Prepared by: Tom Yantis, AICP
Director of Development Services

10/16/2013

RESOLUTION NO. 13-012-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF AN AREA OF LAND BEING 32.68 ACRES, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, (herein the "City") is a Texas home-rule city authorized to annex the properties more particularly described herein (the "subject properties") that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

WHEREAS, the City, pursuant to *§43.021, Tex. Loc. Gov't. Code*, and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City's annexation plan pursuant to *§43.052 (h)(1)* of the *Tex. Loc. Gov't. Code*;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

(1) Area A. All that certain parcel or tract of land containing 32.68 acres, more or less, located in Travis County, Texas, generally described as a 1,001 foot strip of land beginning at the south end of County Road 290 and including all or a portion of the following properties as identified by their Travis Central Appraisal District identification numbers as 770825, 765121, 467239, 819084, 353651, 447964 and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of October 17, 2013 and October 24, 2013. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code.

The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

Section 3. **Severability.** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. **Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 5th day of September, 2013.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
STATE OF TEXAS

EXHIBIT "A"

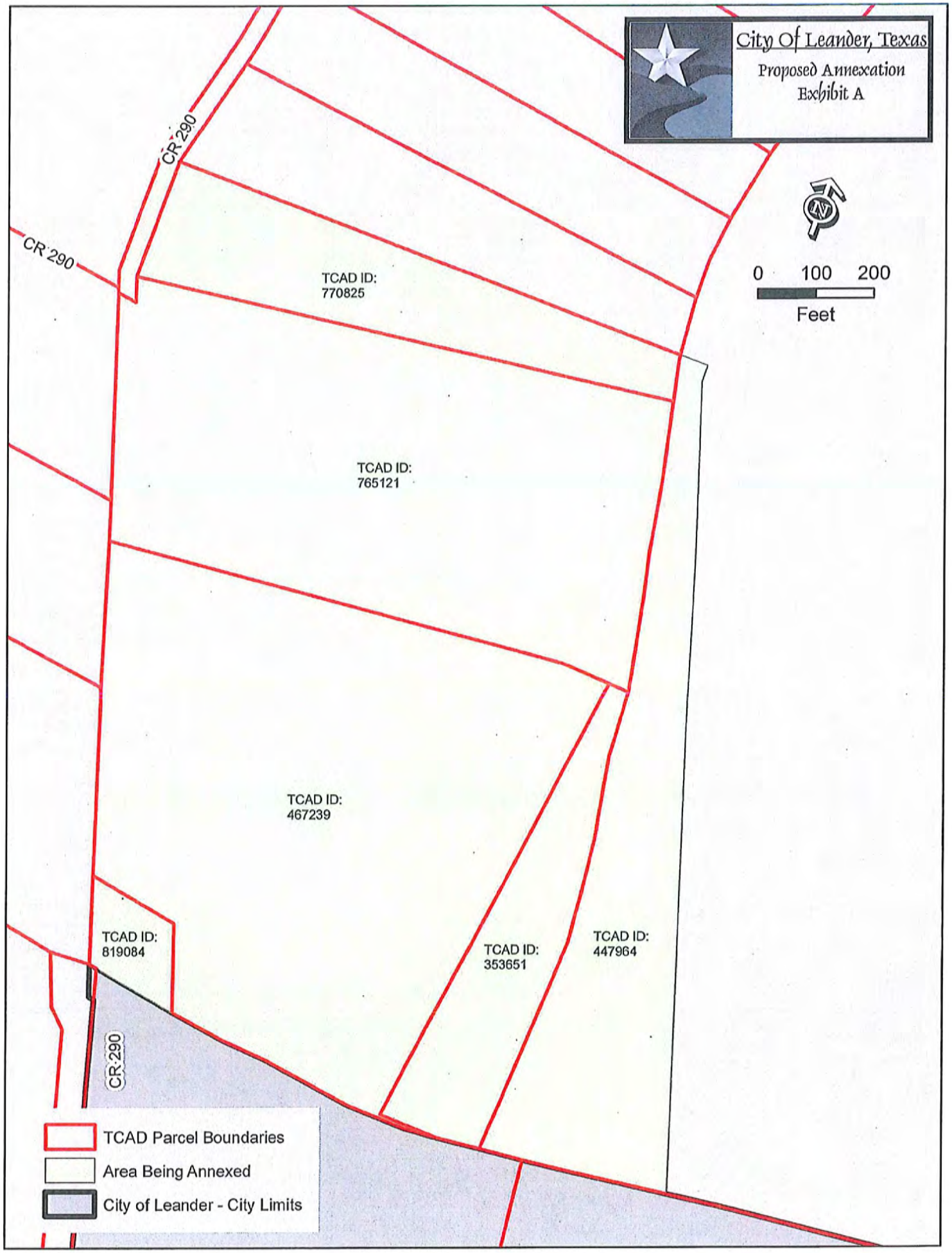
City Of Leander, Texas
Proposed Annexation
Exhibit A
0 100 200
Feet
CR 290
CR 290
TCAD ID:
770825
TCAD ID:
765121
TCAD ID:
467239
TCAD ID:
819084
TCAD ID:
353651
TCAD ID:
447964
CR 290
TCAD Parcel Boundaries
Area Being Annexed
City of Leander - City Limits

EXHIBIT "B"

MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof;

WHEREAS, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

NOW, THEREFORE, the following services shall be provided to the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't. Code. Upon acceptance of the

water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a preexisting water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to a water service provider.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances in effect at the time of the request and in conjunction with Chapter 395, Tex. Local Gov't Code. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a preexisting septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to wastewater service.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

(i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

(ii) Routine maintenance as presently performed by the City;

(iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal descriptions of the subject properties are as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

SCHEDULE FOR INVOLUNTARY ANNEXATION – CR 290 +/- 32.68 acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 5, 2013	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **October 17, 2013 and October 24, 2013;** Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By Sept. 16, 2013	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
October 2, 2013* Publish notice of First Public Hearing **October 9, 2013*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE; **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
October 17, 2013*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
October 24, 2013*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **November 21, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
December 5 , 2013; Or at a special called meeting after the Nov. 21st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
December 31, 2013 Or as soon as documents are received from City	**FILE FOR VOTING RIGHTS ACT PRECLEARANCE****	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.**) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**

***Newspaper notices to paper by 10 a.m. the preceding Friday**

**** Confer with City Attorney's office regarding necessity of filing Department of Justice preclearance**

AGENDA ITEM # 5

Executive Summary

October 24, 2013

Agenda Subject: Consider and take appropriate action regarding an FY2014 Public-safety Answering Point (PSAP-911) interlocal agreement between the City of Leander and the Capital Area Emergency Communication District (CAECD).

Background: The Police Department request approval for the Mayor to sign an interlocal agreement with the Capital Area Emergency Communications District (CAECD) for the purpose of maintenance, equipment upgrades and training for the Leander public safety answering point (PSAP- 911).

Origination: Greg Minton, Chief of Police

Recommendation: Staff requests approval

Attachments: FY2014 PSAP Interlocal (6 pages)

Prepared by: Greg Minton, Chief of Police

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT MAINTENANCE, EQUIPMENT AND TRAINING

Section 1. Parties and Purpose

1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Local Government Code, as amended. CAECD has developed a *Strategic Plan* to establish and maintain Next Generation 9-1-1 emergency communications service within the district.

1.2. The City of Leander ("Public Agency") is a Texas home-rule municipality that operates one or more Public Safety Answering Points (PSAPs) that participates in the district as authorized by Chapter 772 of the Health and Safety Code.

1.3. This contract is entered into between CAECD and Public Agency under chapter 791 of the Government Code so that Public Agency can maintain its PSAP(s), upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

Section 2. Goods and Services

2.1. Public Agency agrees to:

(1) purchase supplies such as printer paper, printer ribbons, cleaning materials and other expendable items necessary for the continuous operation of its PSAP(s);

(2) upgrade its PSAP equipment and software, as authorized in the current *Strategic Plan*, by requesting CAECD to purchase new equipment and software;

(3) protect the PSAP equipment and secure the PSAP premises against unauthorized entrance or use;

(4) practice preventive maintenance for the PSAP equipment;

(5) provide emergency communications training to call-takers/dispatchers as described in CAECD's current *Strategic Plan.*

(6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Emergency Notification System (ENS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

Section 3. Contract Price and Payment Terms

3.1. CAECD agrees to compensate Public Agency in the total amount of not to exceed $1,500.00 for its performance of this contract.

3.2. Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency $1,500.00 for the purchase of supplies as outlined in Section 2.1(1) of this contract.

3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.

3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.

(b) The appeal authorized by Section 3.4(a) is the only mechanism for challenging CAECD's determination under Section 3.3 that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

Section 4. Effective Date and Term of Contract

4.1. This contract takes effect September 1, 2013 and it ends, unless sooner terminated under Section 10, on September 30, 2014.

Section 5. Performance Reports

5.1. Public Agency agrees to report to CAECD, by the 20th of each month, on its performance of this contract using the Monthly Equipment Checklist form provided by CAECD or at the latest website address provided by CAECD.

Section 6. Compliance with Applicable Law and Policy

6.1. Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD *Strategic Plan*; and CAECD's *9-1-1 Policies and Procedures Manual* and CAPCOG *ENS Policies & Procedures.*

Section 7. Independent Contractor, Assignment and Subcontracting

7.1. Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.

7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.

7.3. If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Section 8. Records and Monitoring

8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

8.2. Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

Section 9. Nondiscrimination and Equal Opportunity

9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

Section 10. Early Termination of Contract

10.1. Except as provided in Sections 3.3 and 3.4, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.

10.2. If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:

(1) to repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3 and 3.4;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

Section 11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.

11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Section 12. Notice to Parties

12.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2.

12.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. Public Agency's address is _____, Attention:_____.

12.3. A party may change its address by providing notice of the change in accordance with Section 12.1.

Section 13. Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

13.2. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.3. This contract is binding on and inures to the benefit of the parties' successors in interest.

13.4. This contract is executed in duplicate originals.

CITY OF LEANDER	CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
By_____	By_____
Name_____	Betty Voights
Title_____	Executive Director
Date_____	Date_____

AGENDA ITEM # 6

Executive Summary

October 24, 2013

Agenda Subject: Consider nomination to the Williamson Central Appraisal District Board of Directors

Background: I have attached information from the Williamson Central Appraisal District about the nomination process for Board Members. There are five Board Members that are up for election every two years. I have been told that the Appraisal District expects all five members to be re-nominated. However, you can still nominate someone else for election to the Board.

We have been advised by LISD that they would like to nominate Cecilia Crowley, but they do not have another Board Meeting before nominations close and they are requesting that we nominate her. Ms. Crowley currently serves on the Board and is a retired LISD employee. Her resume is attached.

Origination:

Recommendation:

Attachments: Board of Directors Election Packet
Resume

Prepared by: Kent Cagle

WCAD
Williamson Central Appraisal District

CEAA
IAAO

"We will provide quality service with the highest standards of professionalism, integrity and respect. We will uphold these standards while providing an accurate, fair and cost-effective appraisal roll in compliance with the laws of the State of Texas."

October 1, 2013

Dear Sir of Madam,

According to Section 6.03(e) of the Texas Property Tax Code I am notifying you of the number of votes to which your unit is entitled in the election of the Board of Directors for the Williamson Central Appraisal District.

Also enclosed is a brief outline of the election procedures in order to assist you in your scheduling of the required actions and a description of eligibility requirements.

Nominations must be made by resolution and returned to me before **October 15, 2013**. A sample resolution is enclosed for your review and will be available electronically if needed. If you have any questions, or if I can be of assistance, please feel free to call.

With Kindest Regards,

Alvin Lankford

Alvin Lankford
Chief Appraiser

ARL/cam

Enclosures

Board of Directors Harry Gibbs, Chairman
Deborah Hunt, Vice-Chairman
Cecilia M. Crowley, Secretary
Rufus Honeycutt
Charles Chadwell

Chief Appraiser Alvin Lankford
alvinl@wcad.org

625 F.M. 1460, Georgetown, Texas 78626
(512) 930-3787 www.wcad.org

2013
Board Election Votes

Taxing Jurisdiction	Number of Votes		Taxing Jurisdiction	2012 Levy	%	x 1,000		x 5
City of Austin	145		City of Austin	$ 21,924,627	0.028638276	28.63828	29	145
City of Bartlett	0		City of Bartlett	$ 149,142	0.000194812	0.194812	0	0
City of Cedar Park	140		City of Cedar Park	$ 21,830,678	0.028515558	28.51556	28	140
City of Florence	0		City of Florence	$ 252,466	0.000329775	0.329775	0	0
City of Georgetown	115		City of Georgetown	$ 17,467,453	0.022816249	22.81625	23	115
City of Granger	0		City of Granger	$ 360,521	0.000470918	0.470918	0	0
City of Hutto	30		City of Hutto	$ 4,625,647	0.006042089	6.042089	6	30
City of Jarrell	5		City of Jarrell	$ 392,471	0.000512651	0.512651	1	5
City of Leander	70		City of Leander	$ 10,693,235	0.013967664	13.96766	14	70
City of Liberty Hill	5		City of Liberty Hill	$ 615,138	0.000803502	0.803502	1	5
City of Pflugerville	0		City of Pflugerville	$ 59,869	7.82018E-05	0.078202	0	0
City of Round Rock	220		City of Round Rock	$ 33,900,116	0.044280839	44.28084	44	220
City of Taylor	40		City of Taylor	$ 6,364,166	0.008312969	8.312969	8	40
City of Thrall	0		City of Thrall	$ 131,874	0.000172256	0.172256	0	0
City of Thorndale	0		City of Thorndale	$ 420	5.4861E-07	0.000549	0	0
City of Weir	0		City of Weir	$ 58,723	7.67053E-05	0.076705	0	0
Bartlett ISD	5		Bartlett ISD	$ 477,238	0.000623375	0.623375	1	5
Burnet ISD	0		Burnet ISD	$ 52,922	6.91275E-05	0.069128	0	0
Coupland ISD	5		Coupland ISD	$ 547,412	0.000715038	0.715038	1	5
Florence ISD	20		Florence ISD	$ 2,853,202	0.003726895	3.726895	4	20
Georgetown ISD	510		Georgetown ISD	$ 77,740,689	0.101546052	101.5461	102	510
Granger ISD	10		Granger ISD	$ 1,290,408	0.00168555	1.68555	2	10
Hutto ISD	155		Hutto ISD	$ 24,043,460	0.031405927	31.40593	31	155
Jarrell ISD	60		Jarrell ISD	$ 9,061,168	0.011835833	11.83583	12	60
Leander ISD	755		Leander ISD	$ 115,986,625	0.151503466	151.5035	151	755
Lexington ISD	0		Lexington ISD	$ 23,206	3.0312E-05	0.030312	0	0
Liberty Hill ISD	100		Liberty Hill ISD	$ 14,968,969	0.019552691	19.55269	20	100
Pflugerville ISD	0		Pflugerville ISD	$ 113,183	0.000147841	0.147841	0	0
Round Rock ISD	1410		Round Rock ISD	$ 216,021,008	0.282169875	282.1699	282	1410
Taylor ISD	75		Taylor ISD	$ 11,361,270	0.014840261	14.84026	15	75
Thorndale ISD	0		Thorndale ISD	$ 180,398	0.000235639	0.235639	0	0
Thrall ISD	15		Thrall ISD	$ 2,215,011	0.002893281	2.893281	3	15
Williamson Co. & FM/RD	1110		Williamson Co. & FM/RD	$ 169,808,053	0.221805821	221.8058	222	1110
Austin Community College	145		Austin Community College	$ 21,970,200	0.028697804	28.6978	29	145
EWC Higher Ed Center	5		EWC Higher Ed Center	$ 771,200	0.001007353	1.007353	1	5
Total	**5000**			$ 765,570,769	1	1000	1000	5000

Board of Directors Election

Excerpts from Texas Property Tax Code Section 6.03 Board of Directors

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g), alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.

BOARD OF DIRECTORS

The Williamson Central Appraisal District is governed by a Board of five Directors.

Eligibility

To be eligible to serve on the Board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date of appointment.

Section 6.035 of the Property Tax Code states an individual is ineligible to serve on an appraisal district Board of Directors if the individual owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:

(a) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement
(b) a suit to collect the delinquent taxes is deferred or abated

An employee of a taxing unit participating in the appraisal district is not eligible to serve unless the individual is also a member of the governing body or an elected official of a taxing unit participating in the district.

Section 6.035 of the Property Tax Code, effective September 1, 1989, bars a Board member from serving if the member is related to a person who operates for compensation as a tax agent or a property tax appraiser in the appraisal district.

Section 6.036 of the Property Tax Code, effective September 1, 1989, bars a person from serving on the Board if they contract with the appraisal district, or if they contract on a tax related matter with a taxing unit served by the appraisal district, or if they have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district.

Term of Office

Members of the Board of Directors will serve two-year terms beginning in January of even numbered years.

Selection

Section 6.03 of the Property Tax Code establishes the selection process for Appraisal District Directors. Members of the Board are selected by certain taxing units participating in the district. An option of the Property Tax Code allows three-fourths of the voting units to increase the number of Directors. The taxing units of Williamson County have adopted a five member Board of Directors.

Vacancies on the Board

Section 6.03 of the Property Tax Code (Board of Directors) provides that in the event of a vacancy on the Board, the governing body of the taxing unit or units shall nominate a candidate. The Board of Directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

Recall

Section 6.033 of the Property Tax Code (Recall of Director) provides that the governing body of a taxing unit that participated in the appointment of an individual to the Board may initiate the procedure for recall of its representative.

RESOLUTION NO. _____

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson Central Appraisal District Board of Directors, and

WHEREAS, the _____
(Entity)
Wishes to nominate the following individuals:

NOW THEREFORE BE IT RESOLVED BY _____
(Governing Body)

_____,

that the _____hereby nominates the
(Entity)
individuals listed above for the Williamson Central Appraisal District Board of Directors.

RESOLVED this _____ day of _____, 2013.

Signed _____
Presiding Officer

Attest: _____
Secretary

Cecilia M. Crowley
P O Box 1370
Georgetown, Texas 78627
Phone: 512-876-3766

Summary of Work Experience

Thirty years of education experience in the areas of business and management information systems. Directly responsible for implementing an in-house computer system, including applications for Finance, Payroll, Warehouse, Fixed Assets, and Student Management. Responsible for Business Department operations and acting as liaison between the Business Department and Techology Department. Reported financial information to Board of Education.

Work Experience

2008 – Present **Retired**

2003 – 2008 **Leander Independent School District, Leander, Texas**

Directed and managed the operation of all financial affairs of the district, including accounting, accounts payable, payroll, fixed assets, investments, debt management, and financial reporting. District liaison for the external audit process. Advisor to the Assistant Superintendent for Business and Operations on financial matters. Provided managerial direction and coordination under board policy guidelines for the finance functions. Ensured that finance operations are supportive of the instructional goals and objectives of the district. Developed training options and improvement plans to ensure the best operation of the finance department. Implemented financial software applications. Reported monthly finance reports and updates to school board.

1984 - 2003 **Eanes Independent School District - Austin, Texas**

Maintained accounting practices to ensure accurate and reliable data necessary for district operations Coordinated operations of business affairs departments. Assisted in development of procedures manual. Implemened changes in financial procedures. Trained district staff on automated computer applications. Identified and defined computer-related software program needs. Produced monthly financial statements to reflect financial condition of the district. Assisted in district investment procedures. Coordinated, prepared, and filed federal expenditure reports. Reconciled all district bank statements. Assisted in preparation of district budget. Worked with external auditors and prepared year-end audit schedules for annual audit. Responsible for preparation and reconciliation of district fixed asset reports. Maintained district bond payment procedures. Prepared quarterly 941 payroll reports, annual payroll W-2 forms, and yearly vendor 1099 forms. Coordinated and edited Public Education Information Management System (PEIMS) for finance and personnel.

1978 - 1984 **Education Service Center XIII - Austin, Texas**

Performed data processing operations for Finance Payroll, Warehouse, and Fixed Asset applications. Served as interface between school district personnel and Education Service Center XX data processing staff. Trained district staff on all business application software for ESC XIII. Maintained complete financial records for thirteen school district using the Small School District Account application. Assisted districts with Bulletin 679 coding and accounting procedures.

1975 - 1977 **Sacred Heart School**

Worked as 4th grade classroom teacher aide

1967 - 1974 **Various Banking Institutions**

Education

1995 Associate Degree in Accounting, International Correspondence Schools

Professional Organizations

Past member of Texas Association of School Business Officials
Past Secretary of Texas CIMS User Group
Current member of Williamson County Appraisal District Board of Directors (secretary)