

**AGENDA ITEM 18**

Hold public hearing on replacing yield signs with stop signs at Vortac and Cavu onto Airport Road.

Judge Doerfler announced the public hearing on replacing yield signs with stop signs at Vortac and Cavu onto Airport Road open at 10:20 a.m. on Tuesday, December 4, 2001.

Dwight Pittman of URS stated that the County Engineer's office is in favor of the change.

Judge Doerfler announced the public hearing on replacing yield signs with stop signs at Vortac and Cavu onto Airport Road closed at 10:22 a.m. on Tuesday, December 4, 2001.

**AGENDA ITEM 19**

Consider approving replacement of yield signs with stop signs at Vortac and Cavu onto Airport Road.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve replacement of yield signs with stop signs at the intersections of Vortac and Cavu at Airport Road.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

**AGENDA ITEM 20**

Discuss and take appropriate action on 251.259 of Transportation Code pertaining to signage regulations.

Dwight Pittman of URS asked the court what the procedure would be for the County Engineer to approve signage regulations. It was agreed that the County Engineer could post the notices for regulatory signage and after that requests for regulatory signage would then be added to the Commissioners' Court agenda for Consent Agenda approval unless a public hearing is requested.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To authorize County Engineer Joe England to approve requests for regulatory signage after notification to the precinct's commissioner, with each item being added to the Agenda for approval by the Commissioners' Court.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

**AGENDA ITEM 21**

Consider approving contract for Hall Bargainer to develop Master Plan for Chamberlin tract.

Tim Bargainer of Hall/Bargainer addressed the court regarding the development of the Chamberlin tract.

No action was taken on this agenda item, which will be added to the December 11, 2001 meeting.

**AGENDA ITEM 22**

Consider approving interlocal agreement between Sheriff's Department and Ranch at Cypress Creek MUD for security patrols.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal agreement between the Sheriff's Department and Ranch at Cypress Creek MUD for security patrols.

*Commissioner Boatright withdrew his motion and Commissioner Hays withdrew his second. This item was tabled until a representative from the Sheriff's Department could be present.*

Williamson County Sheriff's Department Captain Shawn Newson discussed the proposed interlocal agreement and answered questions.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve an interlocal agreement between the Sheriff's Department and Ranch at Cypress Creek MUD for security patrols.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

**RANCH AT CYPRESS CREEK  
MUNICIPAL UTILITY DISTRICT  
NO. 1**

November 12, 2001

Captain Shawn Newsom  
Williamson County Sheriff's Office  
Headquarters Division  
508 S. Rock  
Georgetown, TX 78626

**RE: Security Contract with Ranch at Cypress Creek Municipal Utility District No. 1**

Dear Captain Newsom:

Enclosed is a Draft Interlocal Agreement for security patrols prepared by the Ranch at Cypress Creek MUD No. 1 (the "District"). The District's Board of Directors will consider this Agreement at their Board meeting on Thursday, November 15, 2001. Please review the Agreement and forward any comments or revisions to me prior to that time. Also, if possible, please arrange to have this Agreement placed on the Williamson County Commissioner's Court agenda for approval on Tuesday, November 20, 2001. Assuming all appropriate approvals are in place, the District would like the patrols to begin the week of November 26, 2001.

Thank you for your attention to this matter. If you have any questions or require any additional information, please call me at 478.0017.

Sincerely,  
JadCo Development, Inc.



Joseph A. DiQuinzio, Jr., President  
Ranch at Cypress Creek MUD No. 1 General Manager

Enclosure

JAD/lig

CC: Board of Directors  
Ranch at Cypress Creek MUD No. 1

Sue Littlefield, Attorney

A:RACC/SecurityContract-Captain ShawnNewsom-111201

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c/o Armbrust, Brown & Davis, L.L.P., 100 Congress Avenue, Suite 1350, Austin, Texas 78701  
(512) 435-2300; (512) 435-2360 facsimile

# INTERLOCAL AGREEMENT FOR SECURITY PATROLS

THE STATE OF TEXAS           §  
   §  
 COUNTY OF WILLIAMSON       §

This Interlocal Agreement for Security Patrols ("Agreement") is made and entered into by and between Williamson County, Texas (the "County") and Ranch at Cypress Creek Municipal Utility District No. 1 (the "District"), in order to set forth the terms and conditions under which the County will provide additional security patrols by the Williamson County Sheriff's Department (the "Department") of the property within the District.

## RECITALS:

WHEREAS, the District is a political subdivision of the State of Texas situated within the County; and

WHEREAS, the County is a political subdivision of the State which provides, through the Department, law enforcement services within the geographic area encompassed by the County, including the District; and

WHEREAS, the District desires to obtain increased security patrols within the District by the Department for purposes of preventing or abating offenses against the rules of the District and the laws of the State, as permitted by Section 49.216 of the Texas Water Code; and

WHEREAS, the District and the County are empowered, pursuant to Chapter 791 of the Government Code, the Texas Interlocal Cooperation Act (the "Cooperation Act"), to contract with each other for the performance of governmental functions, including police protection; and

WHEREAS, the parties agree that increased patrols by the Department would mutually benefit the parties, and serve to protect the public interest and the public health, safety, and welfare;

NOW, THEREFORE, know all men by these presents, that in consideration of the premises, and the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

Section 1. Patrol Services. The County agrees to provide additional patrol services in four-hour blocks, during high risk periods, three days per week. The initial patrol schedule will be as set forth on Exhibit A. The time blocks of patrols and the number of patrols may be changed by the District's general manager. It is agreed that the deputy providing the services must, at a minimum, patrol the areas and perform the services described on Exhibit B during each patrol

required hereunder. A written report showing the date and time of each patrol and any incidents or other matters observed must be submitted to the Board monthly, on or before the last day of the month. This Agreement will in no way relieve the County of its obligation to provide routine patrol services to property within the District on the same basis as such services are provided to other property within the County. The services provided under this Agreement will be in addition to, and not in lieu of, such routine services.

**Section 2. Compensation.** For the additional patrol services requested by the District and provided by the County as described above, the District agrees to pay a fixed hourly amount of \$25 per hour of patrol service. The County hereby authorizes and directs the District to pay all sums due and payable hereunder directly to the deputy providing additional patrol services to the District. The County will prepare and issue to each deputy providing services a time sheet indicating (a) the total hours of additional patrol services rendered by the deputy, and (b) the approval of the County of such services and will forward the time sheets to the District for payment. The total amount payable by the District hereunder may not exceed \$2,500 per month without the prior approval of the Board. The District, in paying for the governmental services being rendered by the County through the Department hereunder, will make such payments out of current revenues available to the District, as required by the Cooperation Act. The District agrees to issue IRS forms 1099 to each deputy providing services hereunder, setting forth the total sum paid to the deputy for each calendar year in which services are performed.

**Section 3. Performance of Patrol Services.** Additional patrol services provided to the District under this Agreement will be provided by deputies employed by the Department, and the deputies will remain under the control and supervision of the County at all times. The deputies providing services under this Agreement will perform duties in the same manner as if providing patrol services within the District in the absence of this Agreement, and will remain County employees, entitled to the same benefits, and subject to the same restrictions as any other deputy; provided, however, that the direct hourly compensation to be paid to the deputy will be paid as provided in Section 2. The deputies must wear their Sheriff's Department uniforms and equipment and utilize marked Sheriff's Department patrol cars while providing services under this Agreement. All equipment, uniforms, and insurance of the deputies will be the sole responsibility of the County. All deputies providing services will be acting in the course and scope of their employment by the County at all times while engaged in the performance of the additional patrol services contemplated by this Agreement.

**Section 4. Indemnity.** The District will have no liability relating to any action taken by any deputy providing services under this Agreement. To the extent permitted by applicable law, the County will indemnify and hold harmless the District from any liability, claim or demand, including attorney's fees for the defense thereof, arising as the result of any act or failure to act by any deputy providing services under this Agreement.

**Section 5. Notice.** Any notice given hereunder will be in writing, and may be effected by personal delivery, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Ranch at Cypress Creek Municipal Utility District No. 1  
c/o JadCo Development, Inc., General Manager  
P. O. Box 685229  
Austin, Texas 78768-5229

County: Williamson County Sheriff's Department  
508 South Rock  
Georgetown, Texas 78626

The parties' addresses for notice may be changed by either party by delivering written notice of the change, in accordance with the requirements of this Section, to the other party.

**Section 6. Term.** The term of this Agreement will expire on September 30, 2002. The foregoing notwithstanding, either party may terminate this Agreement upon 30 days' prior notice to the other party.

**Section 7. General Provisions.**

a. **Interlocal Cooperation.** The District and the County agree to cooperate with each other, in good faith, at all times during the term of this Agreement in order to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that this Agreement has been duly authorized by its respective governing body.

b. **Entire Agreement; Amendments.** This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement, duly executed by the parties.

c. **Interpretation.** The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted by the Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with such Act.

d. **Invalid Provisions.** Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect will not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

e. **Applicable Laws.** This Agreement will be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Williamson County, Texas, and venue for any action arising hereunder will be in Williamson County, Texas.

f. **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A	-	Patrol Schedule
Exhibit B	-	Patrol Areas and Services

Executed on the date or dates indicated below, to be effective \_\_\_\_\_, 2001.

Date: \_\_\_\_\_

**RANCH AT CYPRESS CREEK MUNICIPAL  
UTILITY DISTRICT NO. 1**

By: \_\_\_\_\_

Robert F. Spiva, President  
Board of Directors

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Directors

Date: \_\_\_\_\_

**WILLIAMSON COUNTY, TEXAS**

By: John C. Doerfler 12-4-01  
John C. Doerfler, County Judge

NOV-99-01 14:15 FROM ARMBRUST & BROWN L.L.P.

ID:G124352369

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EXHIBIT A

HOURS

7:00 a.m. to 11:00 a.m.

3:00 p.m. to 7:00 p.m.

DAYS

Three weekdays per week (random

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**EXHIBIT B****PATROL AREAS**

Autumn Fire  
Bent Bow  
Sun Chase Boulevard  
Barilla Drive  
Anderson Mill Road

Drainage structures shown on Exhibit B-1

Bent Bow

**SERVICES**

Monitor for speeding and traffic violations;  
enforce traffic laws

Monitor for vandalism and trespassing

Monitor for nuisances, illegal activities by  
minors

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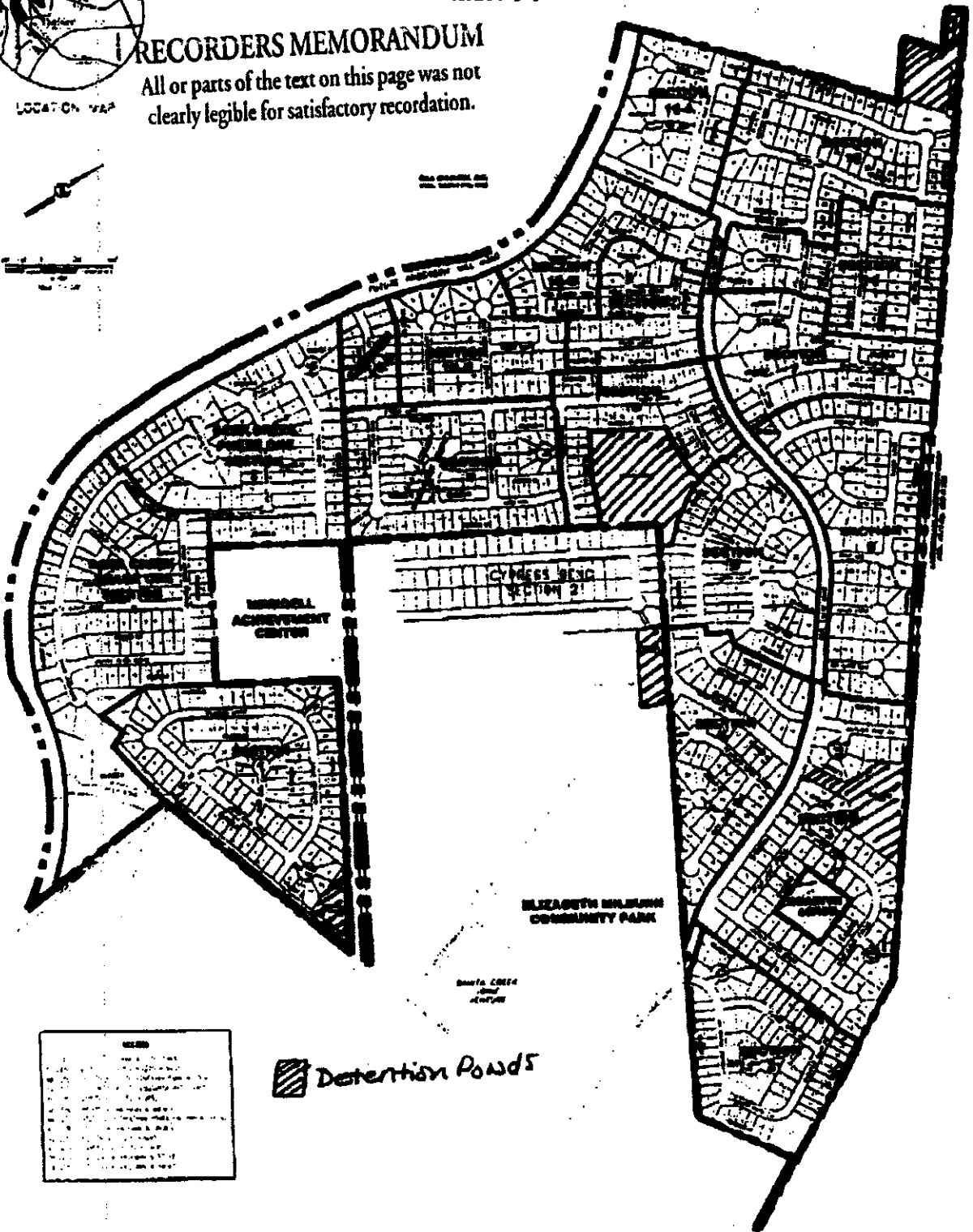


LOCATION MAP

EXHIBIT B-1

RECORDERS MEMORANDUM

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RANCH AT CYPRESS CREEK M.U.D. NO. 1  
DISTRICT LAND USE MAP

**AGENDA ITEM 23**

Discuss and take appropriate action on contract with Turner Collie & Braden, Inc. to provide professional engineering services for Anderson Mill Road right of way acquisition.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve a contract with Turner Collie & Braden, Inc. to provide professional engineering services for Anderson Mill Road right-of-way acquisition.

Vote: **3 - 0** with Commissioner Heiligenstein absent from the meeting and with Commissioner Hays absent from the dais.

< Attachment >