NOTICE OF SPECIAL MEETING

LOST CREEK LIMITED DISTRICT

June 7, 2016 - 4:00 p.m.

TO: THE BOARD OF DIRECTORS OF LOST CREEK LIMITED DISTRICT OF TRAVIS COUNTY, TEXAS, AND ALL OTHER INTERESTED PERSONS

Notice is hereby given that the Board of Directors of Lost Creek Limited District of Travis County, Texas, will hold a Special Meeting in the Community Meeting Room of the Lost Creek Limited District Office located at 1305 Quaker Ridge Drive, Austin, Texas, on Tuesday June 7, 2016 at 4:00 p.m. to consider and act on the following matters:

AGENDA*

1. Board Convenes - Roll Call

2. Discussion and Action concerning security and patrol services for greenbelt areas and other District lands:
   
   a. Discussion and possible action regarding approval of Master Liability Agreement with City of Austin for Off-Duty Austin Police Department Security and Patrol Services;
   
   b. Discussion and possible action regarding Scheduling of Security and Patrol Services; and
   
   c. Other action related thereto.

3. Authorize enforcement action, including litigation if deemed necessary, in connection with potential deed restriction violations at 1604 Ben Crenshaw Way.

4. Adjourn

*The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters.

No final action, decision, or vote will be taken on any subject or matter in Executive Session.

The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-327-6243 for further information.

Jim Emmons, General Manager
The Austin Police Association will help facilitate the hiring of Austin Police Officers to those
requesting organizations and individuals for events occurring in the city limits of Austin, Texas. The Austin Police Association cannot provide officers for events occurring outside of the city limits of Austin, Texas without the approval of the Chief of Police. Officers assigned to work off-duty assignments are bound by all of the Austin Police Department’s General Orders, policies, and procedures the same as when they work on duty at the police department. Officers may be called back to duty at any time by the Austin Police Department for emergency situations.

Completed requests must be faxed to the Austin Police Association office no later than five (5) days prior to the event to be considered. Consideration may be given on shorter notice under special circumstances where public safety is paramount.

Cancellations received less than 24 hours before the start of the event where officers have been
confirmed to work will be subject to four (4) hour compensation to each officer assigned to work. Organizations who fail to notify the Austin Police Association office of a cancellation are subject to four (4) hour compensation to each officer assigned to work.

**Costs for Services**

The following rates apply when officers get paid within five (5) days of working the event:

Rate of a police officer = $40.00 per hour with a 4 hour minimum
Rate of a supervisor = $50.00 per hour with a 4 hour minimum

The following rates apply when officers get paid after 6 - 30 days after working event:

Rate of a police officer = $50.00 per hour with a 4 hour minimum
Rate of a supervisor = $60.00 per hour with a 4 hour minimum

The following rates apply when officers work a holiday:

Rate of a police officer = $55.00 per hour with a 4 hour minimum
Rate of a supervisor = $60.00 per hour with a 4 hour minimum

Holidays include: 4th of July / Good Friday / Easter Sunday / Halloween / Thanksgiving Day / Christmas Eve and Christmas Day / New Years Eve and New Year’s Day/ SXSW Week/ ACL Weekend/ ROT Rally/ Texas Relays/ F1 Week

*The Austin Police Association does not charge any administrative fees for facilitating the hiring of Off-Duty Austin Police Officers*
Please complete the following information regarding your request for off duty Austin police officers to work your event. When completed please FAX to 512-474-6996. Once your request is received it will be reviewed for approval. You will be notified of approval and any additional information at the contact number you provide. If you have any questions please call the Austin Police Association office at 512-474-6993. Please type or print legibly.

**Event Information**

Date of Request: ____________________________

Name/Type of Event: ____________________________________________________________

Name of Organization/Individual/Company: ________________________________________

Website: _______________________________________________________________________

Date of Event: ________________________________________________________________

Time of Event: ____________________________ ________________________________

Event Location: __________________________________________________________________

Event Contact Person: __________________________________________________________

Telephone Number/s: Office: ___________ Mobil: ___________ Fax: ____________

E-mail: ______________________________________________________________________

Event representative officers will be reporting to: _________________________________

Mobil: ________________________________

Will alcohol be served at the event: Yes / No

Expected attendance: ___________________

Is this a closed event by invitation only: Yes / No
**Billing Information**

Please complete the following information. When the event has concluded payment will be made directly to the officers who worked the event. Any other arrangement for payments must have prior approval by the Austin Police Association’s Off-Duty Coordinator. Organizations are responsible for costs if the officer/s is held beyond the designated end time. For questions regarding billing please call the Austin Police Association office 512-474-6993.

Costs should be billed to:

Name of Organization / Individual / Company: ______________________________

Billing Address: _______________________________________________________

Contact Person for any Billing Questions (include contact phone numbers):
_____________________________________________________________________
_____________________________________________________________________

Bill will be paid via:  ( ) Cash  
( ) Check  
( ) Other

**Services Requested**

Number of officers requested:  ____________
Number of supervisors requested:  ____________
In uniform?  Yes / No

If more than three (3) police officers are needed a supervisor will be required for the event. The supervisor must be present at the event at all times. No supervisor will supervise more than ten (10) officers. If twenty (20) officers are needed along with the required number of supervisors, a lieutenant or commander will also be required. Only police officers are permitted to perform traffic direction functions. If alcohol is involved a minimum of two (2) police officers are required.

Please specify expectations of duties for officers working this event:
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

I have read and understand the foregoing information concerning costs, ability of the Austin Police Association to provide off-duty Austin police officers, request submissions and cancellation policies.

________________________________________   __________________________________
Name                                      Date
MASTER LIABILITY AGREEMENT FOR
SECONDARY EMPLOYMENT;
LAW ENFORCEMENT RELATED EMPLOYMENT (LERE)

For and in consideration of the permission give by the City of Austin (hereinafter the CITY) for
____________________________________ (hereinafter called Company) to engage as independent
contractors employees of the Austin Police Department (hereinafter EMPLOYEES), while said EMPLOYEES
are not on duty with and for the CITY, it is hereby agreed as follows:

1. It is mutually agreed that while the EMPLOYEES are performing services for the COMPANY
as independent contractors, the EMPLOYEES primary responsibility is the enforcement of Federal and State
laws and City Ordinances to protect life and property and to keep the peace. The EMPLOYEES are not
allowed to enforce COMPANY policies or rules. While working for the COMPANY, the EMPLOYEES are
subject to the rules and regulations of the Austin Police Department as if they were performing on-duty police
services. It is understood that while working in the private capacity of the COMPANY, said EMPLOYEES are
not acting as employees of the CITY.

2. The COMPANY, binding its heirs, administrators, executors, estate, successors, and
assigns, here by agrees to indemnify, protect, defend, and hold harmless the CITY from any and all
damages, including without limitation; interest; court costs, attorney's fees and other expenses which it may
incur or become liable for as the result of any claim, demand, obligation, liability suit or cause of action
arising in whole or part from the work of said EMPLOYEES for the COMPANY, whether or not such claim,
demand, or suit be frivolous, and whether or not it be made or brought by the company of third person. This
language is not intended to mean that the COMPANY would indemnify or hold the City of Austin harmless for
actions taken by an off-duty police officer in furtherance of his official duties in a law enforcement or peace
officer capacity.

3. The COMPANY agrees to fully cooperate with the City in the conduct of any administrative
investigation involving said EMPLOYEES, including but not limited to, requests for records, interview of
witnesses and inspection of premises. It is understood by the Company that any act or omission of the
COMPANY deemed to constitute a failure to fully cooperate in an administrative investigation may result in
the termination of this agreement.

4. It is understood by the COMPANY that the CITY shall retain the right to withdraw at any time
its permission for its EMPLOYEES/police officers to work in a private capacity. If the permission of the CITY
is withdrawn, the COMPANY agrees to terminate its contracting relationships with said EMPLOYEES. The
COMPANY, as part of this agreement binds itself to release and hold harmless the CITY from any liability or
claim for damages in the event such permission is withdrawn by the CITY.

5. The COMPANY shall maintain a commercial general liability insurance policy from a
company authorized to do business in the State of Texas with a minimum bodily injury and property damage
per occurrence limit of $1,000,000 for coverages A (bodily injury and property damage) & B (personal and
advertising injury). A certificate of insurance shall be provided evidencing such coverage. The COMPANY
shall ensure this evidence of coverage is provided for insurance policy renewals for the term of this
agreement.

6. In situations in which use of a city vehicle by EMPLOYEE or EMPLOYEES is warranted
while working in a secondary employment capacity for COMPANY, and such use of a city vehicle or vehicles
has been approved by the CITY, COMPANY shall obtain additional "hired and non-owned" vehicle coverage
in an amount not less than One Million Dollars ($1,000,000) per accident.

7. The contract shall remain in effect for a period of two (2) years from the date of the last
signature hereon.

____________________________________
Employee

____________________________________
Date

____________________________________
Employer or Authorized Agent

____________________________________
Date

Chief of Police or Designee for the City of Austin

Document Revised 9/18/13

Cost of Service Rates Revised/Approved by APA Board 09/18/13
Good morning Mr. Emmons and thank you for your inquiry.

Nothing in the Agreement raises a red flag. The District has the coverage and adequate limits in place, as required by the Agreement.

Your General Liability covers damages that covered parties become legally obligated to pay as a result of an occurrence of bodily injury or property damage that arises while they are acting in the course and scope of their duties.

Per the Police Association's request, attached is the required evidence of coverage:

Please let me know if you have any questions.

Thank you,
Angela R. Mattréss, AU, AINS, ARM, ARM-P
Membership Services Coordinator
Underwriting Department

Contact Information

* Toll-Free Telephone: (800) 537-6655 x384
* Direct Telephone: (512) 491-2384
7 Facsimile: (512) 491-2404
8 Electronic Mail: amattress@tmlirp.org
Mailing Address: Texas Municipal League Intergovernmental Risk Pool @ PO Box 149194 - Austin, TX 78714-9194
Our Website: [http://www.tmlirp.org/](http://www.tmlirp.org/)

Angela,

Raquel suggested I send the attached to you for your review. That last part of that document is a liability agreement that we are being asked to sign by the Austin Police Association, which handles the hiring of off-duty APD officers for security. In our case, we want them to provide security at one of our park areas.

There are some specific insurance requirements that they ask for, so first of all I want to make sure our coverage met those.

In addition, if there is anything else in the agreement that raises a flag in terms of our coverage, we’d like an opinion on that.

Please let me know if you need any more context or anything else from me.

Thanks in advance for your help.

Thanks,
Jim

—

Jim Emmons
General Manager
Lost Creek Limited District
512-303-6940 (office)
## Certificate of Coverage

**TMLIRP Contract Number:** 3043

**Member:**
Lost Creek Limited District  
Mr. Jim Emmons  
General Manager  
1305 Quaker Ridge Dr  
Austin, Texas 78746-6299

**Certificate Holder:**
Austin Police Association  
5817 Wilcab Rd #1  
Austin, TX 78721

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool (TMLIRP)  
PO Box 149194  
Austin, TX 78714-9194  
(512) 491-2300 or (800) 537-5655  
Fax: (512) 491-2404

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s).

Coverage is continuous until canceled.

<table>
<thead>
<tr>
<th>Coverage Category</th>
<th>Effective Date</th>
<th>Real &amp; Personal Property</th>
<th>Effective Date</th>
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<tr>
<td>General Liability</td>
<td>10/1/2015</td>
<td>Limits of Liability: $3,000,000</td>
<td>Limits of Coverage:</td>
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<td>Limits of Liability (Each Occurrence):</td>
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<tr>
<td>Limits of Liability (Each Occurrence):</td>
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<tr>
<td>Sudden Events Involving Pollution</td>
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<tr>
<td>Annual Aggregate: $6,500,000</td>
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<td>Deductible per Occurrence: $0</td>
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<td>Law Enforcement Liability</td>
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<td>Limits of Liability (Each Occurrence):</td>
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<td>Deductible per Occurrence: $0</td>
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<td>Annual Aggregate: $0</td>
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<tr>
<td>Deductible per Occurrence: $0</td>
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<td>Auto Liability</td>
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<td>Limits of Liability (Each Occurrence):</td>
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**Description:**
Evidence of General Liability and Hired & Non-Owned Automobile coverages.

**Cancellation:** Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

**Authorized Representative:** Angela Mattréss

**Date Issued:**
5/27/2016
INDEMNIFICATION UNDER CONTRACT

This endorsement forms a part of the Declarations to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

☒ GENERAL LIABILITY
☒ AUTOMOBILE LIABILITY
☐ LAW ENFORCEMENT LIABILITY
☐ AIRPORT (GENERAL LIABILITY HAZARDS) PREMISES LIABILITY

Entity Name: Lost Creek Limited District
Entity ID: 3043
Effective Date: 5/26/16

It is agreed that coverage is provided for the liability assumed by the Fund Member to indemnify the person or organization named below under a contract between such person or organization and the Fund Member, but such coverage shall not exceed the limits of coverage set forth in the Declarations.

Person or Organization: Austin Police Association
Address: 5817 Wilcab Rd #1
City, State & Zip Code: Austin, TX 78721

Description

Hiring of Off-Duty Austin Police Officers as Independent Contractors

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

EL217
08/16/99
### Greenbelt Security Costs

<table>
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<tr>
<th>Date</th>
<th>Days</th>
<th>Hours</th>
<th>Cost @ $40/hr</th>
<th>Budget</th>
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**remaining 2016 budget**