

AGENDA ITEM 33

Discuss and take appropriate action on approval of Operation & Maintenance agreement with Coupland Water Supply Corporation.

Commissioner Limmer advised 57 residences were hooked up to the sewer system as of two and one-half weeks ago with \$15.00 monthly fee for first 60 days. Thereafter Manville Water Supply Corporation charges each residence for the number of gallons of water used. A part-time certified operator has been hired.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve Operation & Maintenance agreement with Coupland Water Supply Corporation.

Vote: Motion carried 3 – 0 with Commissioner Heiligenstein absent from the dais.

< Clerk copy here >

OPERATION AND MAINTENANCE AGREEMENT

This agreement is made on the 8th day of June, 2000, by and between the Coupland Water Supply Corporation, a Section 1432 non-profit corporation organized under the State of Texas, referred to herein as "Operator", and the County of Williamson, referred to herein as "County".

RECITALS

WHEREAS, County holds title to the real property described in Exhibit "A", attached hereto and incorporated herein for all purposes, referred to herein as the "Property", and

WHEREAS, County has received state grants to acquire and construct a sewage treatment facility (the "Facility") within the Property, and

WHEREAS, the purpose of said facility is to alleviate serious health problems occurring within that community, and

WHEREAS, the County desires to allow Operator to operate, manage, repair and maintain the Facility and related improvements in exchange for any and all payments rendered for services provided by the Facility, .

NOW THEREFORE, based on the below-described terms and conditions, the parties hereby agree as follows:

SECTION I

1. Operator agrees to operate, manage, repair and maintain the Property and the Facility as a Coupland Water Supply Corporation facility, subject to the terms of this Agreement.
2. County will obtain the following insurance, which will be maintained in force during the full term of this Agreement, unless County determines otherwise.
 - (a) Fire and extended coverage hazard insurance in an amount equal to the full replacement cost of improvements situated on the Property.
 - (b) All policies must name Operator and County as co-insured as their respective interest may appear. Operator and County will cooperate with each other and with any insurer in the making and delivery of all reports, notices, and other items required in connection with any insurance policies.
 - (c) Operator shall reimburse County for all costs associated with the provision of all insurance policies described in sub-sections (a) and (b), above. Said reimbursements shall be a pro-rated, added cost to the monthly water bills of the