

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.

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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

Operator, and the reimbursement shall be paid to the County on an annual basis within 30 days after request for payment by the County. Operator shall be solely responsible for costs associated with employee, directors' or officers' liability.

SECTION II

1. Operator is entitled to receive any and all fees collected from the operation of the Property and the Facility.
2. All costs of operating, repairing, maintaining and managing the Property and the Facility and related improvements shall be the responsibility of the Operator.
3. The operation and management of the Property and the Facility and related improvements, shall commence on the date of the approval of this Agreement by the County and Operator.
4. Except with respect to the negligence and wilful misconduct of County, Operator shall indemnify County against all costs, expenses, attorney fees, suits, liabilities, and damages from and connected with the management of the property by the Operator or the performance of any duties or obligations, or exercise of any of the powers contained in this Agreement.
5. Either party may terminate this Agreement by giving not less than thirty (30) days written notice to the other party.

SECTION III

1. All notices, requests demands, or other communications under this Agreement must be in writing and will be deemed to have been duly given if delivered in person, or within three (3) days after deposit in the U.S. mail, certified, with return receipt requested, or otherwise actually delivered to County or Operator at the below listed addresses
2. Operator:

THE COUPLAND WATER SUPPLY CORPORATION

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County:

WILLIAMSON COUNTY
County Judge John Doerfler

3. Should any section or any part of a section of this Agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such determination will not render any other section or part of any section void, invalid or unenforceable.
4. This Agreement has been made and entered into in the State of Texas and the County of Williamson. Venue shall lie in Williamson County, Texas.
5. This Agreement embodies the entire understanding of the parties, and there are no further agreements or understandings, written or oral, in effect between the parties relating to its subject matter, unless expressly referred to in this Agreement.
6. This Agreement may not be modified unless the modification is in writing and signed and approved by both parties to this Agreement.

Executed on the _____ day of _____, 2000.

COUPLAND WATER SUPPLY CORPORATION, INC.

By: _____
Printed Name: _____
Title: _____

THE COUNTY OF WILLIAMSON

By: John C. Doerfler 6-20-00
JOHN DOERFLER, County Judge

AGENDA ITEM 34

Discuss and take appropriate action on allocation of funds for professional services for Brushy Creek Trail -Phase I (engineering, designers, architects, etc.).

Land Strategies, Inc. Pix Howell distributed information packets to the court and discussed emergency services, light pollution, noise levels, trail paving materials, and resolutions in hand from Cities of Cedar Park and Round Rock. He estimated \$100,000.00 to \$120,000.00 cost for design, engineering and surveying fees.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve allocation of funds for professional services for Brushy Creek Trail Phase I (engineering, designers, architects, etc.) to be allocated equally from Precincts 1, 2 and 3 Certificates of Obligation 2000 funds and authorize Judge Doerfler to review proposals to be received by July 11, 2000, with possibility of award on July 18, 2000.

Vote: Motion carried 4 – 0

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