

REGULAR AGENDA

AGENDA ITEM 18

Discuss and consider approving license agreement with Ranch at Cypress Creek Municipal Utility District No. 1.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve a license agreement with Ranch at Cypress Creek Municipal Utility District No. 1.

Vote: **4 - 0**

< Attachment >

WILLIAMSON COUNTY LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("COUNTY"), and Ranch At Cypress Creek Municipal Utility District No. 1 ("Licensee"), enter into this License Agreement ("Agreement") on this the 17 day of MAY, 2002, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

The COUNTY grants to Licensee, its successors and assigns, permission to use the licensed property for the following purposes only:

To allow the installation of landscaping, lighting, fencing, entryway monuments, Licenses signage, sidewalks and irrigation into the right-of-way of Sun Chase Blvd. from its intersection with Harvest Moon Drive to its intersection with Zeppelin Drive.

The above—described property, hereinafter referred to as the "licensed property," and the landscaping and irrigation plans are further described in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

The COUNTY makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The COUNTY, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the licensed property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the COUNTY to widen, alter or improve the licensed property subject to this Agreement pursuant to official action by the governing body of the COUNTY or its successors. The COUNTY does, however, agree to give Licensee at least thirty (30) days' written notice of such action and shall cooperate with Licensee to effect the relocation of Licensee's installations and improvements in the event of such widening, altering or improvement of such street areas and, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of such street areas so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the COUNTY retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the COUNTY'S rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

IV. INSURANCE

Licensee shall, at its sole expense, provide public liability insurance written by a company or governmental risk pool acceptable to the COUNTY and licensed to do business in Texas, with a

combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY as coinsured or as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the COUNTY within twenty-one (21) days of the effective date of this Agreement.

So long as Licensee is using the licensed property, Licensee shall not cause such insurance to be canceled nor permit such insurance coverage to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

The standard provision for indemnification of the County by Licensee is intentionally deleted, as Licensee is a governmental entity of the State of Texas and by law cannot indemnify other parties.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or relocation of existing facilities. Further, Licensee shall reimburse the COUNTY for all costs of replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the COUNTY; such removal shall be completed within thirty (30) days following receipt of a written request by the COUNTY to do so.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced shall be at Licensee's expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the COUNTY shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the 30-day period, the COUNTY may perform the work or contract for the completion of the work. Licensee agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement, and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days' written notice to the Licensee if such abandonment has not been remedied by Licensee within such period; the COUNTY shall

thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. TERMINATION

A. Termination By Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it may remove installations that it made from the licensed property within the 30—day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination By County. This Agreement may be revoked at any time by resolution of the Williamson County Commissioners Court if such revocation is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors—in—interest, this Agreement is revocable by the COUNTY and deemed to be in the public interest if:

1. the licensed improvements, or a portion of them, interfere with the COUNTY'S right-of-way;
2. use of the licensed property becomes necessary for a public purpose;
3. the licensed improvements, or a portion of them, constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such improvements;

4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the COUNTY receives no substantive response within thirty (30) days following written notification to Licensee, then the COUNTY may remove and/or replace all licensed improvements.

IX. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

X. VENUE

Venue for all lawsuits concerning this Agreement will be in Williamson County, Texas.

XI. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XII. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, Licensee shall furnish to

the COUNTY a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

XIII. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Licensee At:

Ranch at Cypress Creek Municipal Utility District No. 1
c/o General Manager
602 West 9th Street
Austin, Texas 78701

with copies to:

Armbrust & Brown, LLP
Attn: Sue Brooks Littlefield, Esq.
100 Congress Avenue, Suite 1300
Austin, Texas 78701-4042

And To COUNTY At:

Attention: _____

or to such other addresses which either party may so designate by sending notice as aforesaid.

TERMS AND CONDITIONS ACCEPTED, this the 7 day of May, 2002.

APPROVED AS TO FORM:

WILLIAMSON COUNTY

County Attorney

By: John C. Doerfler 5-7-02
John Doerfler, County Judge

LICENSEE:

RANCH AT CYPRESS CREEK MUNICIPAL UTILITY DISTRICT NO. 1

By: Robert F. Spiva
Robert Spiva, President
Board of Directors

THE STATE OF TEXAS

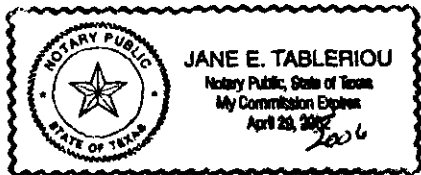
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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the 7 day of May, 2002, by John Doerfler as County Judge of WILLIAMSON COUNTY, a political subdivision of the state of Texas on behalf of said political subdivision.



Jane E. Tableriou
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS

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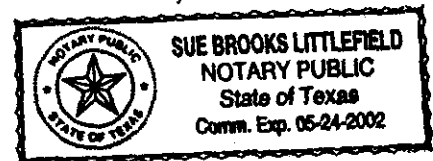
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COUNTY OF WILLIAMSON

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April This instrument was acknowledged before me on this the 18th day of April, 2002, by Robert Spiva, President of the Board of Directors, on behalf of said municipal utility district.

Sue Brooks Littlefield
NOTARY PUBLIC, State of Texas



RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

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 the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

TML-IRP Contract Number: 2800

Member: Ranch at Cypress Creek MUD
100 Congress Avenue, Suite 1300
Austin, TX 78701

Company Affording Coverage: Texas Municipal League
Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512)491-2300 or (800) 537-6655
Fax (512) 491-2404

GENERAL LIABILITY

Limits of Liability	: \$ 1,000,000	Each Occurrence	
Sudden Events			
Involving Pollution	: \$ 1,000,000	Each Occurrence	
Annual Aggregate	: \$ 2,000,000	Effective Date	: 12/05/01
Deductible Per Occurrence	: \$ 1,000	Anniversary Date	: 12/05/02

LAW ENFORCEMENT LIABILITY

Limits of Liability	: \$	Each Occurrence	
Annual Aggregate	: \$	Effective Date	:
Deductible Per Occurrence	: \$	Anniversary Date	:

ERRORS AND OMISSIONS LIABILITY

Limits of Liability	: \$ 1,000,000	Each Wrongful Act	
Annual Aggregate	: \$ 2,000,000	Effective Date	: 12/05/01
Deductible Each Wrongful Act	: \$ 1,000	Anniversary Date	: 12/05/02

DESCRIPTION

Evidence of Coverage per License Agreement between Williamson County and Ranch at Cypress Creek MUD.

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

Date Issued: 4/9/02

Authorized Representative: 

Certificate Holder:

Williamson County
c/o County Judge John C. Doerfler
710 Main Street
Georgetown, TX 78626

Texas Municipal League Intergovernmental Risk Pool

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 :Ranch at Cypress Creek MUD
Entity ID :2800
Effective Date :12/5/01

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 :Williamson County
c/o County Judge John C. Doerfler
Address :710 Main St
City, State & Zip Code :Georgetown, TX 78626

Description

As per License Agreement between Williamson County and Ranch at Cypress Creek MUD.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

EL217
08/16/99

AGENDA ITEM 19

Discuss and consider preliminary plat approval of Stage Coach Hill Subdivision.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve the preliminary plat of Stage Coach Hill Subdivision.

Vote: **4 - 0**

AGENDA ITEM 20

Discuss and consider final plat approval of Riley Estates.

No action was taken on this agenda item, which will be postponed until further notice.

AGENDA ITEM 21

Discuss and take appropriate action on CR 368 and 369.

Bids were received from the following:

Aaron Concrete Contractors, Inc., Austin
Austin Bridge & Road, L.P., Austin
Camp Excavation and Contracting, Inc., Pflugerville
C. C. Carlton Industries, Ltd., Austin
Bland/Schroeder/Archer, L.P., Austin
J. C. Evans Construction, Inc., Leander
Maverick Excavation, Inc., Austin
RGM Contractors, L.P., Pflugerville
Rogers Construction Company, Ltd., Georgetown
Ross Construction, Inc., Austin
Smith Contracting Co., Inc., Austin

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To award the bid for reconstruction of CR 368 and CR 369 to Camp Excavation in the amount of \$1,038,721.60 to be funded from road bonds.

Vote: **4 - 0**

< Attachment >