

AGENDA ITEM 35

Discuss and take appropriate action concerning the park advisory committee.

Commissioner Boatright addressed the court concerning a budget and the possibility of a fee paid to the board members.

Commissioner Boatright stated that the next meetings of the advisory board will be held on June 3, 2002 at 7:00 p.m. at Cedar Park City Hall, and June 17, 2002, at 7:00 p.m. in the Williamson County Central Maintenance Facility.

Judge Doerfler stated that he supports a budget for the committee, but not a fee for board members. He said that he believes that it would set a precedent where every committee the county appoints in the future would expect to be paid.

No action was taken on this agenda item.

AGENDA ITEM 36

Discuss and take appropriate action on Municipal Utility District #9 on water and wastewater for Southwest Regional Park.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve the Pass-Through Water and Wastewater Service agreement between Williamson County and Williamson County Municipal Utility District No. 9.

Vote: **5 - 0**

< Attachment >

**AGREEMENT BETWEEN WILLIAMSON COUNTY
MUNICIPAL UTILITY DISTRICT NO. 9
AND WILLIAMSON COUNTY
FOR PASS-THROUGH WATER AND WASTEWATER SERVICE**

THIS AGREEMENT is entered into as of the 21 day of MAY, 2002, by and among **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 9**, Williamson County, Texas, a body politic and corporate and a governmental agency of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (hereinafter called the "District") and **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter called the "County").

RECITALS

A. The County is seeking to develop certain property adjacent to the District. That property is more fully described on that **EXHIBIT "A"** attached hereto and made a part hereof for all purposes (the "Property"). The County desires to obtain water and wastewater service for the Property from the City of Round Rock (hereinafter called the "City") and to use the District's water and wastewater systems to pass City water and wastewater service through to the Property.

B. The City desires to provide water and wastewater service to the Property and to use capacity in the District's water distribution and wastewater collection systems to pass City water and wastewater service through to the Property as shown by City Resolution R-02-04-25-1107, set forth in **EXHIBIT "B"** which is attached hereto and made a part hereof for all purposes.

C. The District has the right to receive at least 1400 Living Unit Equivalents ("LUEs") of water and wastewater service from the City pursuant to that certain "Water and Wastewater Agreement" dated January 22, 1987. None of the District's LUEs will be utilized on behalf of the County. The City is permitting the County to utilize 52 LUEs belonging to the City during the four-year temporary service period covered by this Agreement. The District has determined that sufficient water and wastewater capacity exists within the District's systems to pass 52 LUEs of water and wastewater service through the District's water distribution and wastewater collection systems to the Property, and that the revenues from the County for this pass-through of water and wastewater service would be of benefit to the District.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the District and the County contract and agree as follows:

Section 1. Consent to Assignment of Right to Water and Wastewater Service.

The District hereby confirms that the District records show that the City is the owner of the right to receive at least 52 LUEs of water and wastewater service in the water and wastewater system which serves the District, and the District hereby consents to the City permitting the County to

utilize 52 LUEs of water and wastewater service in the District's facilities for the Service Period identified in this Agreement. The parties acknowledge that, prior to the extension or modification of this Agreement, in any manner, the County shall own and operate.

Section 2. District Pass-Through Water and Wastewater Service.

a. Purchase of Capacity. For a period of four (4) years (the "Service Period") from the date of execution of this Agreement by both parties, the County may utilize the District's water and wastewater system to receive 52 LUEs of potable water and deliver domestic wastewater at the point of delivery identified in EXHIBIT "C" up to 52 LUEs of water and wastewater service through the District's water and wastewater systems. Simultaneous with the execution of this agreement by the District, the County shall pay to the District a one time non-refundable payment of \$82,160 for the rights granted to it by this Section 2.a. Payment shall be due simultaneous with the execution of this Agreement by both parties.

b. Use of Capacity. The District shall allow such water to pass through the District's water distribution system and wastewater to pass through the District's wastewater collection system as is necessary to provide capacity to the County in consideration of the one time payment provided for in Section 2(a) hereof; provided, however, that in no event shall the County take more than 250,000 gallons per day of water as measured at the water meter at the point of delivery, without prior written consent of the District. The Board of Directors shall have the discretion to waive the limitations set forth in this Subsection, upon written request of the County. County Agrees to abide by the Drought Contingency Plan of the District.

c. Operation and Maintenance Payment. Simultaneous with the execution of this Agreement by the District, the County shall pay a one-time fee to the District of \$9,152, representing \$3.75 per active LUE per month for the operation and maintenance of the District's lift station used to provide pass-through service to the Property for the service period. This payment shall be in addition to the other payments required by this Agreement.

d. Water Metering. The amount of water passed through the District's water system shall be measured by a meter at the point of delivery, which shall be capable of measuring and recording the amount of water which passes through the meter in any 24-hour period of time. Metering equipment and related facilities required to properly measure the quantity of water delivered to the Property, shall be designed, installed and constructed by the District's engineer, at the County's sole cost and expense which shall be in addition to any other payment made by the County under this Agreement. The design, plans and specifications for the metering equipment and related facilities shall be approved by the District's engineer and the City's Water and Wastewater Department prior to installation and construction. The County shall operate and maintain the metering equipment. The District shall have the right to install a flow regulator to better facilitate the enforcement of this Agreement. Installation of the flow regulator shall be at the sole discretion of the Board of Directors.

e. The County will pay the City directly for water and wastewater services furnished to the Property.

Section 3. Default by Either Party. In the event of default by a party, the nondefaulting party may give to the defaulting party written notice of such default specifying the failure or default relied upon. If the defaulting party fails to fully cure the default specified in such notice within thirty days after receipt of such notice, the nondefaulting party shall have the right to terminate this Agreement as of the date of the event of the default, and to thereafter pursue all other legal or equitable remedies. The nondefaulting party may employ attorneys to pursue its legal rights and if it prevails before any court or agency of competent jurisdiction, the defaulting party shall be obligated to pay all expenses incurred by the nondefaulting party, including reasonable attorneys fees. In addition to all other remedies available to the District, it shall have the right to disconnect the County from the District's system following 14 days written notice and terminate this Agreement if, for any reason, the County violates any provision of this Agreement.

Section 4. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 5. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of all parties.

Section 6. Assignability. This Agreement shall not be assignable by the County without the prior written consent of the Board of Directors of the District, which consent shall not be unreasonably withheld.

Section 7. Applicable Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas.

Section 8. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit to any third party.

Section 9. Waiver. Each party may specifically, but only in writing, waive any breach of this Agreement by the other party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other party.

Section 10. Notices. All notices to the District shall be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Williamson County Municipal Utility District No. 9
c/o Tom Leonard
Leonard Frost Levin & Van Court, P.C.
816 Congress Ave., Suite 1280
Austin, Texas 78701

All notices to the County shall be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Gene Taylor
County Attorney of Williamson County
County Commissioners Court
405 S. Martin Luther King Street
Box 7
Georgetown, Texas 78626

Any party may change its address by giving written notice of such change to the other party.

Section 11. Term. This Agreement shall be in force and effect from the Effective Date for a term of four (4) years from the date of execution of this Agreement by both parties.

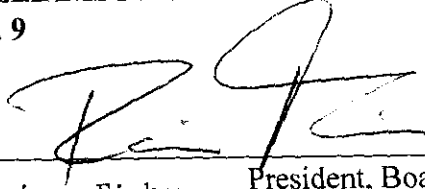
Section 12. Effective Date. This Agreement shall become effective on the date that the District grants the County's request for pass through service by signing this agreement.

Section 13. Multiple Originals. This Agreement shall be executed in a number of counterparts, each of which shall for all purposes, be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

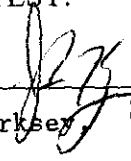
IN WITNESS WHEREOF, the President of the District has executed, and the Secretary of the District has attested this instrument, on behalf of said District pursuant to an Order passed and approved by the Board of Directors of said District; and the County Judge of Williamson County, Texas has executed, and the Secretary of the Williamson County Commissioners Court has attested this instrument, on behalf of said County pursuant to a Resolution passed and approved by the Commissioner's Court of the County.

EXECUTED AND EFFECTIVE as of 5/21/02, 2002

**WILLIAMSON COUNTY MUNICIPAL UTILITY
NO. 9**

By: 
Rainer Ficken, President, Board of Directors

ATTEST:


J.P. Kirksey, Secretary, Board of Directors

WILLIAMSON COUNTY, TEXAS

By:  5-21-02

ATTEST:



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AGENDA ITEM 37

Consider approving interlocal agreement with the City of Round Rock for water service at Southwest Regional Park.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve an interlocal agreement with the City of Round Rock for water service at the Williamson County Regional Park.

Vote: **5 - 0**

< Attachment >

WATER AND WASTEWATER SERVICE CONTRACT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This Water and Wastewater Service Contract ("Contract") is made and entered into by and between the CITY OF ROUND ROCK, a home-rule and municipal corporation, hereinafter referred to as "City", and WILLIAMSON COUNTY, hereinafter referred to as "Purchaser". For and in consideration of the premises and the mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto contract and agree as follows:

Article I. Provision of Water and Wastewater Service

1.01. City agrees to sell Purchaser water and wastewater required by Purchaser for domestic uses on an as-needed basis, for the property described more fully in as Exhibit "A" attached hereto and made a part of this Contract (the "Property").

1.02. City's obligation to provide water and wastewater services under this Contract is subject to the capacity of City's facilities to provide water and wastewater services to Purchaser after meeting the municipal, domestic, commercial, and industrial needs within City's corporate limits, and after meeting any contractual obligations existing as of the date of execution of this Contract, but in no event shall the City be obligated to provide more than 250,000 gallons per day, averaged over any consecutive thirty (30) day period, and no more than fifty-two (52) Living Unit Equivalents (LUE's) of wastewater service.

1.03. Purchaser agrees to abide by all voluntary and mandatory conservation and use restrictions imposed by City on its own citizens. Purchaser is solely responsible for the construction of any and all lines servicing the Property, including the negotiations of any and all easements or pass-through agreements with other entities. It is acknowledged by Purchaser that water and wastewater services will pass through Williamson County M.U.D. No. 9, and that it is Purchaser's obligation to obtain approval of said pass through. This Contract is subject to Purchaser entering into a pass through agreement with M.U.D. No. 9 which is acceptable to City.

Article II. Rates

2.01. Purchaser agrees to pay City for all water delivered to Purchaser at the rate authorized by Chapter 10, Section 10.201(5), Code of Ordinances (1995 Edition), as amended from time to time, applicable to sale of water to customers located inside the corporate limits of City. Purchaser agrees to pay City for all wastewater service at the rate authorized by Chapter 10, Section 10.202(1), Code of Ordinances (1995 Edition), as amended from time to time, applicable to wastewater service for customers located inside the corporate limits of City.