

AGENDA ITEM 39

Consider appointing a court member to outside audit selection committee.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To appoint Commissioner Limmer to the outside audit selection committee.

Vote: **3 - 0**

AGENDA ITEM 40

Consider the firm of Spencer-Godfrey for development of the 135-acre parkland tract on FM 397 at Taylor.

No action was taken on this item, which was added to the June 26, 2001 agenda.

AGENDA ITEM 41

Consider authorizing County Judge to execute Interlocal Agreement between Williamson County and City of Georgetown regarding reimbursement for Shell Road realignment.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To authorize County Judge to execute Interlocal Agreement between Williamson County and City of Georgetown regarding reimbursement for Shell Road realignment.

Vote: **3 - 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 19 day of June, 2001, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GEORGETOWN, TEXAS (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, Shell Road and the proposed Shell Road re-alignment are an integral section of the Inner Loop and thus serve a county and a city purpose;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.**TERMS AND CONDITIONS**

1. The County hereby agrees to perform all necessary and appropriate engineering, traffic signalization (including traffic signalization at the Shell Re-alignment/Williams Drive intersection), design and construction of the re-alignment of Shell Road at its intersection with Williams Drive to the southern boundary of Georgetown Village and a connection from this re-alignment to Sequoia Spur Drive ("Shell Re-alignment"), as shown on Exhibit "A", attached hereto and incorporated herein.
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2. The Shell Re-alignment shall be two-lane roads constructed to city standards, commenced within six (6) months after the creation of the Public Improvement District ("PID"), the boundaries of which are described in Exhibit "A" and substantially completed by the County within thirty-six (36) months after creation of the PID.
3. As consideration for the expeditious construction of the Shell Road Re-Alignment by the County, the City will pursue a Development Agreement (or Amended Development Agreements, if necessary) with the developers of property within the PID, said Agreement(s) to contain the following terms:
 - a. The Developers will submit a petition requesting the City to create the PID pursuant to Chapter 372 of the Local Government Code as soon as possible after the approval of the Development Agreement(s) by the City.
 - b. The PID assessment on each tract shall be a pre-determined, fixed amount representing such tract's pro-rata share of the total PID assessment. Each tract's pro-rata share shall be calculated by multiplying the total PID assessment by a fraction, the numerator of which shall be the number of linear feet of Shell Re-alignment (including the linear footage of the connection from the re-aligned Shell Road to Sequoia Spur Drive) adjacent to or contained within such tract, and the denominator of which shall be the total linear footage of the Shell Re-alignment (including the linear footage of the connection from the re-aligned Shell Road to Sequoia Spur Drive). Unless otherwise provided in the Development Agreement (or Amended Development Agreements), the PID assessment on each tract shall be due at the time the property is platted, at the time of the sale of the property, or within seven (7) years after the Shell Re-alignment is completed and open to the public, whichever occurs earlier. Notwithstanding the foregoing, the PID assessment on the HEB tract shall not be due and owing until the Shell Re-alignment, including the

installation of the Williams Drive traffic light and the construction of the Sequoia Spur connection, is completed and open to the public.

- c. The PID assessments shall accrue interest at the rate of 7% compounded annually, commencing when the Shell Re-Alignment is completed and open to the public.
- d. Developers shall execute a Possession and Use Agreement at the time of the signing of the Development Agreement, and agree to dedicate all necessary right-of-way for Shell Re-Alignment within ninety (90) days after the signing of the Development Agreement. The Possession and Use Agreement and dedication instruments shall contain a reversionary clause which requires the property dedicated to revert to the Grantor if the Shell Realignment is not substantially completed within thirty-six (36) months after creation of the PID or if the PID is not created by December 31, 2001.
- e. Parties agree that City shall have no liability whatsoever regarding the administration of the PID or the collection of revenues on behalf of the PID. Assessment liens shall be assigned to the County after assessments levied on the Property.
- f. The total assessments for the entire PID shall not exceed \$832,500.00.

II.

MISCELLANEOUS

- 1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
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2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Williamson County, Texas.

John C. Doerfler 6-19-01
JOHN DOERFLER
County Judge
Williamson County, Texas

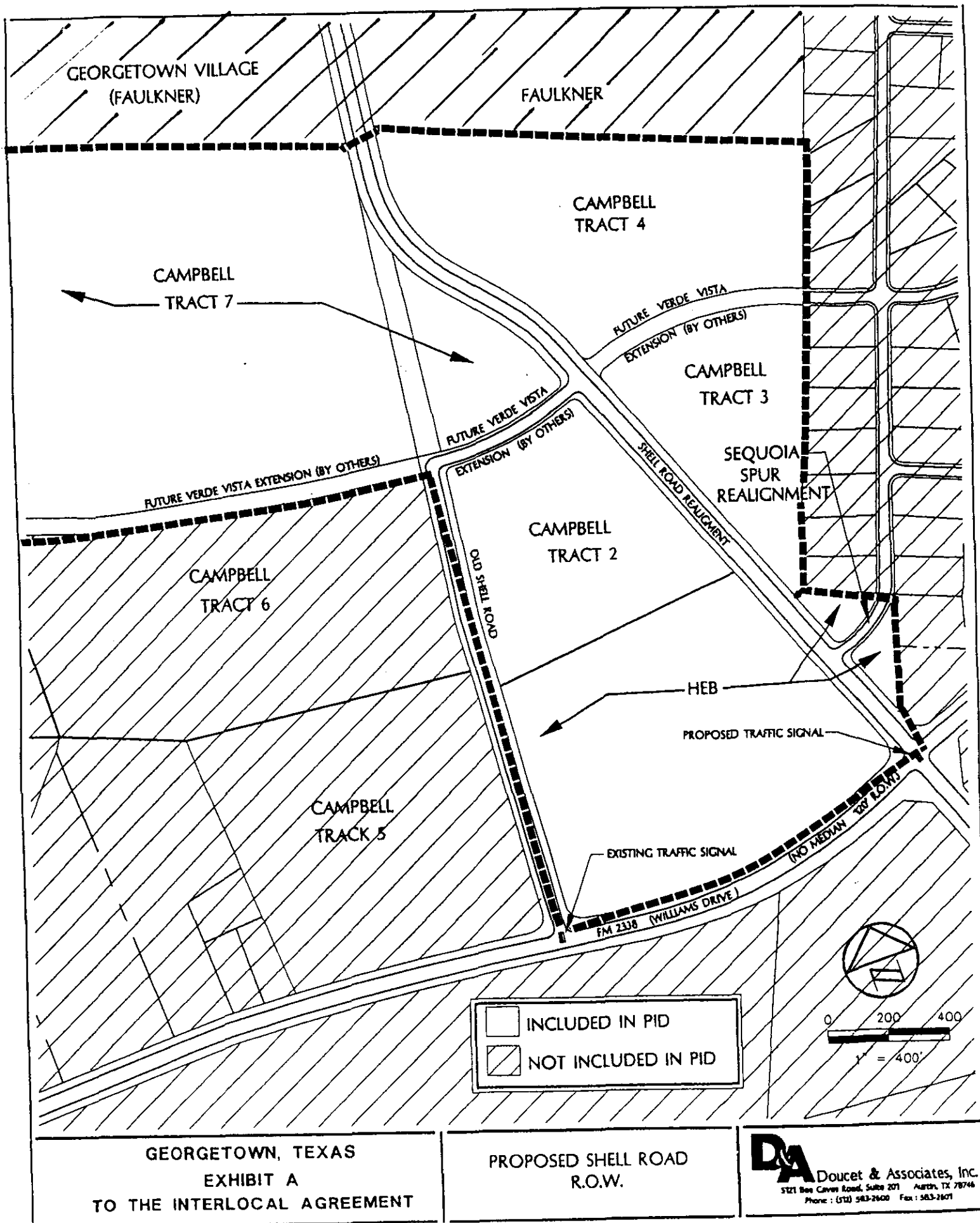
Mary Ellen Kersch
MARY ELLEN KERSCH, Mayor
City of Georgetown, Texas

ATTEST:

Sandra D. Lee
City Secretary

APPROVED AS TO FORM:

Y. [Signature]
City Attorney



AGENDA ITEM 42

Consider authorizing County Judge to execute revised agreement with Tercorp, Inc. for appraisal services for bond program.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To authorize County Judge to execute a revised agreement with Tercorp, Inc. (Edwin Terry), for appraisal services for the bond program.

Vote: **3 - 0**

< Attachment >

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5216
phone 512-255-8877 • fax 512-255-8986

REVISED APPRAISER/CLIENT ENGAGEMENT AGREEMENT

THIS REVISED ENGAGEMENT AGREEMENT ("Agreement") is made this 19 day of June, 2001 at Georgetown, Texas by and between WILLIAMSON COUNTY, "Client", and TERCORP, INC., "Appraiser".

Client, in consideration of services to be rendered by Appraiser to Client, retains Appraiser to provide consulting services for appraisal matters in Williamson County.

Client and Williamson County have previously entered into an Engagement Agreement dated May 1st, 2001, the terms of which are identical to the terms listed below, with the exception of Paragraph 5, below.

Client and Appraiser agree:

1. Appraiser will devote his professional abilities to the matter, strive to keep Client informed of all significant developments in this case and be available to answer inquiries.
2. Client empowers Appraiser to take all steps in said matter deemed by Appraiser to be advisable.
3. Client agrees to compensate Appraiser for his services at the rate of \$1500 per month payable on a monthly basis for the time which has been devoted to Client's cases. Client agrees to compensate Appraiser \$150 per hour for services rendered over and above 10 hours per month.

Client agrees to pay to Appraiser costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; and (4) facsimile charges.

4. Client has the right to cancel this Agreement and terminate Appraiser's representation at any time by written notice to Appraiser.
5. Appraiser agrees to be available to provide expeditious appraisals upon request by County for fees ranging from \$1,000 to \$10,000, depending on the magnitude and complexity of the case.

DATED: 6/19/01

TERCORP, INC.

By: _____

WILLIAMSON COUNTY

By: John C. Doerfler 6-19-01
John Doerfler, COUNTY JUDGE