

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

AGENDA ITEM 43

Discuss and consider approving a variance pertaining to structures built in county right-of-way (section B4.1, Williamson County Subdivision Regulations) for Cimarron Hills PUD.

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

< Attachment >

Malone/
Wheeler, Inc.
Engineering & Development Consultants

June 11, 2001

The Honorable Greg Boatright
Williamson County Commissioner Precinct 2
Williamson County Commissioner's Court
350 Discovery Boulevard, Suite 201
Cedar Park, Texas 78613

Re: Cimarron Hills PUD
Request for Variance to the Williamson County
Subdivision Regulations, Appendix B: Engineering Guidelines,
Section B4: Construction, General, Paragraph 4.1: Specifications,
As Adopted February 1, 2000
M/W Project No. 00-035

Dear Commissioner Boatright:

Malone/Wheeler, Inc., as engineers for Paloma Cimarron Hills, L.P., the developer's of Cimarron Hills PUD, a 812.99-acre planned unit development in Precinct 2, Williamson County, Texas, respectfully request a variance to the above referenced specification.

B4.1 "...All streets and roads are to be constructed according to specifications found in the current version of the Texas Department of Transportation Manual, Standard Specifications for Construction of Highways, Streets and Bridges, unless otherwise stated in these guidelines."

The design of all streets and bridges within Cimarron Hills PUD will meet the above referenced standard specifications. Our variance request involves the placement of a stone veneer to the face of various concrete structures to be built within county public street right of ways and drainage easements. These concrete structures would include but not be limited to culvert headwalls with and without parapet walls and bridge parapet walls and other bridge concrete faces.

Since the concrete structures stated above are to be built within county public street right of ways and drainage easements, the maintenance of the concrete structures and the stone veneer would be the responsibility of Williamson County Unified Road System. The stone veneer does not meet the referenced standard specifications.