

AGENDA:

MINUTES

*

of the

WILLIAMSON COUNTY ROAD DISTRICT MEETING

August 11, 1998

THE STATE OF TEXAS)) (

COUNTY OF WILLIAMSON)) (BE IT REMEMBERED that at 11:55 A.M. on this the 11th day of August A.D., 1998, there was begun and holden a REGULAR SESSION of the Commissioners Court of Williamson County, Texas, pursuant to V.A.C.S. art. 6702-1, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

JOHN C. DOERFLER, County Judge
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1
GREGORY W. BOATRIGHT, Commissioner, Precinct 2
DAVID S. HAYS, Commissioner, Precinct 3
Absent..... JERRY L. MEHEVEC, Commissioner, Precinct 4
NANCY E. RISTER, County Clerk

I.

August 11, 1998

*

Read and approve the minutes of the last meeting.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve the minutes of the last meeting.

Vote: Motion carried 3 - 0 with Commissioner Hays absent from the dais

II.

August 11, 1998

Discuss and take appropriate action on the Southeast Williamson County Road District #1, including but not limited to payment of bills.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: Approve payments of \$187.50 and \$62.50 to Brown McCarroll Sheets and Crossfield and \$55.03 postage reimbursement to Williamson County.

Vote: Motion carried 4 - 0

< Clerk copy here >

BROWN McCARROLL SHEETS &
CROSSFIELD, L.L.P.
309 EAST MAIN STREET
ROUND ROCK TX 78664-5246
(512) 255-8877

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July 31, 1998

SERRD
C/O JERRY MEHEVEC, CTY COMM
PO BOX 1104
TAYLOR TX 76574

Re: Special Counsel
Attorney - CDC
PROFESSIONAL SERVICES

	<u>Hours</u>	<u>Amount</u>
7/6/98 JKG Briefing on General Homes Corp. bankruptcy matters; review of packet transmitted from Nickey Lawrence; briefing.	1.00	125.00
7/13/98 CDC Telephone conference with Theresa from Alamo Title regarding Clutchen delinquent taxes on Cruise Tract.	0.30	37.50
CDC Telephone conference with John Mora regarding Cruise Tract.	0.20	25.00
	<hr/>	<hr/>
For professional services rendered	1.50	\$187.50
PREVIOUS BALANCE		\$2.04
7/29/98- Payment - thank you		(\$2.04)
		<hr/>
BALANCE (due upon receipt)		\$187.50
		<hr/>

approved 8-11-98
John C. Laeyla

BROWN McCARROLL SHEETS &
CROSSFIELD, L.L.P.
309 EAST MAIN STREET
ROUND ROCK TX 78664-5246
(512) 255-8877

July 31, 1998

SERRD
C/O JERRY MEHEVEC, CTY COMM
PO BOX 1104
TAYLOR TX 76574

Re: Refinancing
Attorney - CDC
PROFESSIONAL SERVICES

	<u>Hours</u>	<u>Amount</u>
7/21/98 CDC Conference with Paul Steets and Jim Howell regarding refunding.	0.50	62.50
For professional services rendered	0.50	\$62.50
PREVIOUS BALANCE		\$350.00
7/22/98- Payment - thank you		(\$350.00)
BALANCE (due upon receipt)		\$62.50

John C. Daerfle, 8-11-98

GREG BOATRIGHT
County Commissioner
Precinct 2, Williamson County



350 Discovery Blvd., Suite 201
Cedar Park, TX 78613
(512) 260-4280
FAX (512) 260-4284

TO: Williamson County Commissioners Court
FROM: Nickey Lawrence
RE: Southeast Williamson County Road District expenses incurred by
R & B #2
DATE: August 7, 1998

Road District expenses incurred October 1, 1997 through June 30, 1998

Postage	(200-212-4212)	\$10.39
Copies	568 @ .05 (200-212-3100)	\$28.40
Phone/Fax	(200-212-4211)	\$6.78
Supplies		\$9.46

TOTAL FOR SERD

\$55.03

approved 8-11-98
John C. Daehler

Attorney Charles Crossfield has discussed the possibility of refinancing with Vinson and Elkins LLP who will charge 1.65% of total to issue the bonds. This action will allow the debt to be paid off 5 years earlier than the present pay out plan.

Moved: Judge Doerfler

Seconded: Commissioner Heiligenstein

Motion: To authorize Judge Doerfler to sign contract with Vinson and Elkins LLP to act as bond counsel in refinancing the Southeast Williamson County Road District #1.

Vote: Motion carried 4 - 0

< Clerk copy here > SERD

Vinson & Elkins

ATTORNEYS AT LAW

VINSON & ELKINS L.L.P.
2300 FIRST CITY TOWER
1001 FANNIN STREET

HOUSTON, TEXAS 77002-6760

TELEPHONE (713) 758-2222
FAX (713) 758-2346

WRITER'S TELEPHONE

(713) 758-2440

WRITER'S FAX

(713) 615-5256

July 29, 1998

Honorable County Judge and County Commissioners
Williamson County Courthouse
710 Main, 2nd Floor
Georgetown, Texas 78626

Gentlemen:

This letter, when accepted by you, will constitute an agreement between this firm and the Southeast Williamson County Road District No. 1 (the "District") for our services as bond counsel in connection with the authorization, issuance, sale and delivery of the District's Special Assessment Refunding Bonds (the "Bonds").

We agree that our services as bond counsel will include the following:

1. Attendance at all meetings of the Commissioners Court as required or requested in connection with the planning and authorization of such issue or series, including consultation on federal income tax matters;
2. Preparation of the order authorizing issuance of the Bonds, together with all other legal documents comprising the transcript of proceedings for authorization and issuance of the Bonds;
3. Consultation with the County and the County's financial advisors to review information to be included in any Official Statement for the Bonds, but limited solely to the description of the bonds to be issued, the security for such bonds, and the status of the bonds and the interest thereon under federal income tax law;
4. Preparation of and submission to the Attorney General of Texas of a transcript of proceedings for the Bonds to obtain the approval of the Attorney General and registration by the Comptroller of Public Accounts of Texas of such issue or series;

Honorable County Judge and County Commissioners

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July 29, 1998

5. Representation of the District in a declaratory judgment action pursuant to Article 717m-1, Vernon's Texas Civil Statutes, to validate the issuance of the Bonds.
6. Preparation and filing of legal documents required under federal income tax law for the Bonds, and the preparation of and delivery to the District of a letter explaining the federal income tax treatment of bond proceeds;
7. Supervision of the printing of the Bonds and their delivery to the purchasers; and
8. The delivery at closing of our approving opinion as to the validity of the Bonds under Texas law and, if appropriate, the exclusion of interest on such bonds from gross income of bondholders under federal income tax law.

For the services outlined above, our fee would be 1.65% of the principal amount of the Bonds, with such fee contingent on the issuance of the Bonds. If no bonds are issued, no fee would be expected.

The District also agrees to reimburse us for expenses incurred in connection of the Bonds, including travel, long distance telephone charges, telex or telecopy services, etc. Such expenses will be reasonable and subject to approval by the Commissioners Court.

The services outlined above do not include such matters as services as disclosure counsel in connection with bond issues, work on post-closing federal tax or disclosure issues, obtaining IRS rulings or clarifications of federal tax law, presentations to rating agencies or bond insurers, "blue sky" or securities registration services, or services as bond counsel in connection with the issuance of refunding bonds. We will be pleased to provide legal services in connection with any matters not included in paragraphs 1 through 8 above, but we believe that such additional services if requested by the County, should be the subject of a separate engagement letter.

This agreement shall remain in force and effect until all of the Bonds have been sold and delivered; provided, however, that this agreement may be terminated by either party on thirty days written notice. This agreement incorporates the attached Standard Terms of Engagement for legal services.

Honorable County Judge and County Commissioners

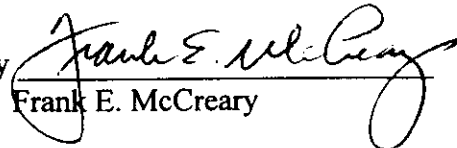
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July 29, 1998

If the arrangement set out above meets with your approval, please take appropriate action to approve this agreement and return one executed copy to the undersigned.

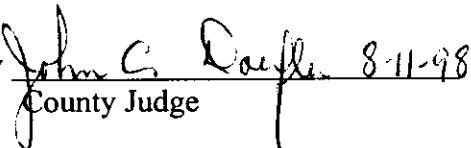
Very truly yours,

VINSON & ELKINS L.L.P.

By 
Frank E. McCreary

ACCEPTED:

SOUTHEAST WILLIAMSON COUNTY ROAD DISTRICT NO. 1

By  8-11-98
County Judge

0257:2150

F:\FM0257\ENGAGEMENT\Tsewill.LTR

*Standard Terms of Engagement
for Legal Services*

This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Our Fees Will Be Set

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel,

and others; conferences among our legal and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted annually on a Firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services (for example, a simple business incorporation), we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

Additional Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, and filing fees. The current basis for these charges is set forth below.

The Firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the Firm's costs and other factors.

Duplicating

The Firm charges \$.15 per page.

Courier Services

The Firm charges an amount which generally represents cost including the distribution service provided by the Firm. Depending on the volume of work performed by a service provider, the Firm may receive a volume discount during a particular accounting period for which no adjustment is made on an individual client's bill.

Computer Aided Legal Research (CALR)

Third party providers of CALR services charge the Firm amounts each month based on the type, extent, and duration of the services provided. The Firm charges clients for client research only based on the computed cost to the Firm for the use of the services. This cost is monitored and revised periodically to achieve an average "at cost" rate for clients.

Telefax

The Firm charges \$1.00 per page for outgoing telefaxes, which includes all telephone costs.

Telephone

The Firm does not charge for local calls. Due to the Firm-wide volume of long distance calls and multitude of rates for the various area codes and exchanges (over 65,000), the Firm does not bill each individual call based on the statements received from providers, but rather charges a flat rate of \$.41 per minute for each long distance call made within the United States. This rate (\$.41) is an approximation of third party provider charges and internal costs associated with this service. International calls are charged based on the rate in effect for the country being called.

Travel-Related Expenses

Airfare, meals, and related travel expenses charged to the client represent actual, out-of-pocket cost. Depending on the volume of both Firm and personal travel, the Firm may receive beneficial services, including airline tickets from its travel agent for which no adjustment is made on an individual client's account. In addition, credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the Firm.

All Other Costs

The Firm charges actual disbursements for third-party services like court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as mail services, secretarial overtime, file retrieval, etc.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. Further, all invoices in excess of \$500 will be forwarded to the client for direct payment.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt.

Advances

Clients of the firm are sometimes asked to deposit funds as an advance payment with the firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described below, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation.

Client Documents

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

III.

August 11, 1998

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Discuss and take appropriate action on the Southwest Williamson County Road District # 1, including, but not limited to payment of bills.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve payments of \$32.73 to Brown McCarroll Sheets and Crossfield and \$14.83 postage reimbursement to Williamson County.

Vote: Motion carried 4 - 0

< Clerk copy here > SWRD

BROWN McCARROLL SHEETS &
CROSSFIELD, L.L.P.
309 EAST MAIN STREET
ROUND ROCK TX 78664-5246
(512) 255-8877

July 31, 1998

SW WILLIAMSON COUNTY ROAD DISTRICT
NO. 1
C/O JUDGE JOHN DOERFLER
WILLIAMSON COUNTY COURTHOUSE
GEORGETOWN TX 78626

Re: Special Counsel

Attorney - CDC

PROFESSIONAL SERVICES

	Hours	Amount
7/22/98 CDC Telephone conference wit.	0.20	25.00
For professional services rendered	0.20	\$25.00
EXPENSES		
7/10/98- Fax		1.20
7/20/98- Fax		1.80
7/25/98- Long distance phone calls		4.73
Total expenses		\$7.73
TOTAL AMOUNT OF THIS BILL		\$32.73
PREVIOUS BALANCE		\$166.90
7/22/98- Payment - thank you		(\$166.90)
BALANCE (due upon receipt)		\$32.73

approved 8-11-98
John C. Doerfler