

AGENDA ITEM # 27

Consider approving bond counsel contract.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve bond counsel contract with McCall, Parkhurst & Horton L.L.P.

Vote: Motion carried 3 - 0

< Clerk copy here >

LAW OFFICES

McCALL, PARKHURST & HORTON L.L.P.

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DRAFT

February 8, 2000

The Honorable County Judge and
Members of the Commissioners Court
Williamson County Courthouse
710 Main Street, 2nd Floor
Georgetown, Texas 78626

Dear Gentlemen:

This engagement letter will outline our proposed services as Bond Counsel to Williamson County, Texas (the "County") in connection with the issuance of bonds, notes or other obligations by the County including bonds, notes or other obligations issued and our understanding of compensation therefor.

SERVICES

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We will perform all usual and necessary legal services as Bond Counsel. Specifically, we will prepare and direct legal proceedings and perform other necessary legal services with reference to the authorization, sale, and delivery of the County's bonds, notes or other obligations (for convenience hereafter collectively referred to as "bonds"), including the following:

1. consultation with the County, as appropriate, and any advisors in planning for the bond issue, including consultations concerning federal tax considerations;
2. preparation of all contracts, resolutions, trust indentures, and other instruments pursuant to which bonds will be authorized, secured, sold and delivered in

consultation with the County, County Attorney, financial advisors, the underwriters and their counsel and any officials and consultants thereof;

3. *prepare all election proceedings necessary in connection with the bonds;*
4. *attendance at meetings of the County, as appropriate, and with other representatives thereof to the extent required or requested with reference to the authorization and issuance of the bonds;*
5. *preparation of all documents necessary to seek the approval of the Attorney General of Texas and the submission of such documents to the Attorney General for approval and to the Comptroller of Public Accounts for registration of the bonds as required by law;*
6. *supervision of the printing and execution of the bonds and the delivery thereof to the initial purchaser of the bonds;*
7. *rendering our nationally accepted opinions covering the validity of the bonds under Texas law and tax status of the interest thereon under federal income tax laws; and*
8. *preparation of a transcript of all proceedings in connection with the issuance of the bonds.*

The foregoing legal services as Bond Counsel do not include any direct responsibility for litigation of any kind. However, if during the issuance of the bonds any litigation should develop regarding the issuance of the bonds or the provisions made for their payment or security, we will consult, advise and cooperate with the County Attorney concerning any such litigation. Our fees for such services would be based upon an hourly rate of \$250 an hour.

In addition, our services as Bond Counsel do not include any direct responsibility for the "disclosure obligations" owed to the investing public under the federal securities laws and the various state securities laws. We will not be responsible for the preparation of any Official Statement and will not assume any responsibility with respect thereto nor undertake independently to verify any of the information therein, except that, in our capacity as bond counsel, we will review various statements in any Official Statement to verify that such statements conform to the provisions of the legal instruments and documents therein described.

The firm will undertake upon the request of the County such services as may be necessary to assist the County in satisfying the continuing disclosure requirements of Rule 15c2-12

promulgated by the Securities and Exchange Commission. Our fees for such services would be based upon an hourly billing rate of \$250 per hour. Should it be necessary for the firm to render a written opinion with respect to any matters relating to the compliance by the County with the ongoing disclosure or other compliance requirements of Rule 15c2-12, such fee for legal services provided in connection with the delivery of the opinion will be set at an amount agreed upon by us and the County.

Our services as Bond Counsel do not include any responsibility for investigating the financial condition and affairs of the County. Our approving legal opinion as Bond Counsel will contain a paragraph substantially to the effect that we have acted as Bond Counsel for the County for the sole purpose of rendering an opinion with respect to the legality and validity of the bonds under the Constitution and laws of the State of Texas, and with respect to the exemption of the interest on the bonds from federal income taxes, and for no other reason or purpose. The paragraph will also disclose that we have not been requested to investigate or verify, and have not investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the County, and have not assumed any responsibility with respect thereto.

COMPENSATION

We propose a bond counsel fee for legal services for the issuance of each series of bonds as follows:

<u>Principal Amount</u>	<u>Fee</u>
\$1 - \$1,000,000	\$5,000
\$1,000,000 - \$25,000,000	\$1/\$1,000 over \$1,000,000
\$25,000,000 - \$50,000,000	\$.75/\$1,000 over \$25,000,000
each million thereafter	\$.35/\$1,000 over \$50,000,000

Our Bond Counsel fee is contingent upon issuance of bonds. We also expect to be reimbursed for all normal, actual out-of-pocket expenses incurred (such as travel, communications, reproduction and delivery service) in connection with the services performed. Since the work for the County will be performed by attorneys in the Austin office, it is not anticipated that travel expenses will be incurred; however, in the event travel is necessary it will not be undertaken without prior approval by the Commissioners Court. Copying charges are normally twenty cents a page. Large copying orders are sometimes subcontracted out, in which

case the actual charges are billed.

TERMINATION

This engagement may be terminated by either party upon thirty (30) days written notice; provided, however, if the County exercises the early termination, the County shall pay Bond Counsel all expenses accrued to the date of such termination. There shall not be individual liability on any member of the Board, or other official of the County, for the payment of any amounts due hereunder.

If the County finds this proposal to be satisfactory, we ask that a copy of this letter be signed and returned to us for our files. We look forward to working with the County.

Respectfully submitted,

McCall, Parkhurst & Horton L.L.P.

By: _____
C. D. Polumbo

Williamson County
February 8, 2000
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The foregoing agreement is hereby accepted on behalf of Williamson County, Texas.

Date: 2-8-00

By: John C. Drayton
Title: County Judge

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COMMISSIONERS COURT RECESSED TO EXECUTIVE SESSION AT 10:49 A.M. ON TUESDAY, FEBRUARY 8, 2000.

AGENDA ITEM # 28

Discuss pending litigation: Williamson County v. Boyd Henry (EXECUTIVE SESSION REQUESTED as per VTCA Govt code sec. 551.071 consultation with attorney).

No action was taken in executive session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 10:57 A.M. ON TUESDAY, FEBRUARY 8, 2000.

AGENDA ITEM # 29

Discuss and take appropriate action on Williamson County v. Boyd Henry.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To authorize attorney Charles Crossfield to settle dispute with Mr. Boyd Henry.

Vote: Motion carried 3 - 0

AGENDA ITEM # 30

Comments from commissioners.

Commissioner Heiligenstein advised the court he had met with Austin City Councilman Spellman and Pix Howell of Land Strategies on Monday, February 7, 2000, regarding Avery Ranch park and trails. The councilman expressed his excitement at working with Williamson County on this project and promised his support. The City of Austin also agreed to contribute \$800,000.00 to the Lake Creek project. Lake Creek is now working on resolving issues with the Corps of Engineers which is every bit as difficult as working with the Environmental Protection Agency (EPA).

Commissioner Boatright reported on the CAMPO meeting held in the Senate chamber of State Capitol Monday, February 7, 2000, with three (3) public hearings - 183A, SH 45 and SH 130. Only SH 130 was on the agenda for a vote on alignment. Approximately 130 people were signed up to speak for one minute each since the Capitol closes at 10 o'clock p.m. each evening. The majority of people who spoke did so in favor of the western alignment but the majority of the people in attendance were in favor of the eastern alignment. Motion for acceptance of the eastern alignment of SH 130 by State Representative Mike Krusee passed by vote of 16 to 2. This will make it more difficult for TTA to choose the western alignment.

March 20, 2000, CAMPO will vote on including 183A, SH 45 and SH 130 in Transportation Improvement Program (TIP) as well as dedication of funding. The 16 - 2 vote last evening was not binding on forthcoming decision of TxDOT or TTA.