

of theWILLIAMSON COUNTY ROAD DISTRICT MEETINGApril 2, 2002

STATE OF TEXAS)(

COUNTY OF WILLIAMSON)(

BE IT REMEMBERED that at 12:20 p.m. on April 2, 2002, a SPECIAL SESSION of the Commissioners' Court of Williamson County, Texas, was held pursuant to V.A.C.S. art. 6702, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

	JOHN C. DOERFLER, County Judge
ABSENT	MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1
	GREGORY W. BOATRIGHT, Commissioner, Precinct 2
	DAVID HAYS, Commissioner, Precinct 3
ABSENT	FRANKIE LIMMER, Commissioner, Precinct 4
	NANCY E. RISTER, County Clerk

I.

Read and approve the minutes of the last meeting.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve the minutes of the March 12, 2002 Road District Meeting.

Vote: **3 – 0**

II.

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

No action was taken on this agenda item.

III.

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

No action was taken on this agenda item.

IV.

Discuss and take appropriate action on the Northeast Round Rock Road District #1, including, but not limited to payment of bills.

No action was taken on this agenda item.

V.

Consider reallocation of debt for parcel #R102653 (Becky, Ltd.) and approving a portion of this tract. (Southwest Williamson County Rd. Dist.)

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve reallocation of debt for parcel #R102653 (Becky, Ltd.) and to approve the release of a portion of the tract, consisting of Lots 1 – 7 of Cypress Creek Commercial Subdivision #2 in the amount of \$88,727.

Vote: **3 – 0**

RELEASE ANALYSIS OF LOTS 1 - 7, BLOCK A
CYPRESS CREEK COMMERCIAL SUBDIVISION #2
OUT OF
ACCOUNT R339655 (BECKY, LTD.)
(ORIGINAL ASSESSMENT PARCEL R102653)
LOCATED IN THE
SOUTHWEST WILLIAMSON COUNTY ROAD DISTRICT

EFFECTIVE DATE - APRIL 1, 2002

KOKEL-OBERRENDER-WOOD APPRAISAL, LTD. _____

04/02/2002

KOKEL-OBERRENDER-WOOD APPRAISAL, LTD.

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Larry D. Kokel, ARA, MAI
David W. Oberrender, MAI
Wendell C. Wood
Sam Williams
Wade L. Kubecka

Real Estate Appraisers & Consultants
Belford Square - Building B
706 Rock Street
Georgetown, Texas 78626

208 E. Central, Suite 108
P.O. Box 687
Belton, Texas 76513

Georgetown (512) 863-6428
Austin (512) 930-3499
Belton/Temple (254) 939-1508

FAX (512) 930-5348
e-mail: kokel@gtwn.net

April 1, 2002

Williamson County Commissioners Court
John Doerfler, County Judge
Mike Heiligenstein, Commissioner Precinct 1
Greg Boatright, Commissioner Precinct 2
David Hays, Commissioner Precinct 3
Frankie Limmer, Commissioner Precinct 4
Williamson County Courthouse
710 South Main
Georgetown, Texas 78626

RE: Release Analysis for R339655 which is an account out of the original assessment parcel R102653 located in the Southwest Williamson County Road District (Becky, Ltd.)

Dear Sirs:

Becky, Ltd. representatives requested that we conduct an analysis of the release applicable to Lots 1 through 7 of Block A of the pending Final Plat of Cypress Creek Commercial Subdivision #2. This land is out of Williamson County Appraisal District tax parcel R339655 consisting of 29.756 acres. This account was part of R102653 which was originally an account of 204.54 acres when the land was allocated to an assessment based on an agricultural exemption.

In August 2001, a report was presented to the Southwest Williamson County Road District which reported the history of sales and transfers out of this account. A series of releases and reallocations were approved based on the August 2001 report. The summary of this action is as follows:

Letter to Williamson County Commissioners Court
 April 1, 2002
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ACCOUNT R102653

Total Reassessment *	204.54 acres X \$1,578/Ac. =	\$322,764.12
Release	City of Cedar Park - Little Elm Trail	(\$ 7,694.88)
Release	Exxon - R399388	(\$ 10,066.38)
Release	Hanover - Lot 2, Lodge at Lakeline	(\$ 43,249.82)
Reassessment	Lots 2-7, Blk. A, Cypress Creek Commercial Subdivision	(\$ 65,774.20)
Reassessment	Lot 1, Blk. A, Cypress Creek Commercial Subdivision	<u>(\$ 27,837.50)</u>

Future Ag. Reassessment - Remaining Balance on 135.779 Ac. \$ 168,141.34
 (\$1,238.35/Ac.)

* [Total Reassessment applicable if the entire tract came out of Ag at single time.]

It is reported by representatives of Becky, Ltd. that Lot 1 through 6 of Cypress Creek Commercial Subdivision #2 is under contract for retail development with an Albertson's being planned for Lot 2. Also Lot 7 will be used by the proposed development for drainage. It is requested that the acreage in Lots 1-7 be released.

Based on the analysis previously established, it is concluded an assessment ratio of 3 times the original non-ag base assessment be applicable to Lots 1-6 and a ratio 1 be applied to the drainage Lot 7. This results in the following release prices:

RELEASE CALCULATIONS
 [Part of R339655 originally out of R102653]
 Cypress Creek Commercial Subdivision #2

Legal	Acreage	Ratio	Base Assessment	Release Amount
Lots 1 through 6 (Retail)	14.049	3 X 1.20	\$1,578	\$79,810
Lot 7 (Drainage)	4.709	1 X 1.20	\$1,578	\$ 8,917
Total				\$88,727

Letter to Williamson County Commissioners Court
April 1, 2002
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Remainder Under Agriculture Assessment

Account	Legal	Acreage
R102653	R. Duty Survey	98.153
R339655 (PT)	Lots 8-11, Cypress Creek Commercial #2	10.064
R403522	R. Duty Survey	7.87
Total		116.087

Future Reassessment Balance


Balance After August 2001 Commissioner Action	\$168,141.34
Release of Lots 1-7 (After Payment)	\$ 88,727.00
Future Reassessment If Taken Out Of Ag Assessment For Remaining 116.087 Acres	\$ 79,414.34 (\$684.10/Ac.)

The above outstanding ag assessment balance indicates the collateral balance on the remaining 116.087 acres adequately covers the contingent outstanding assessment.

Please feel free to contact me if you have any questions.

Respectfully,

Kokel-Oberrender-Wood Appraisal, Ltd.
By Kokel-Oberrender-Wood Appraisal Management, L.C.



Larry D. Kokel, ARA, MAI
President
Texas State Certified
TX-1321079-G


Letter to Williamson County Commissioners Court
April 1, 2002
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CERTIFICATION

I certify that, to the best of my knowledge and belief,...

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- my compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice specifically concerning to Standards 4 and 5 relating to real property consulting services.
- I have made a personal inspection of the property that is the subject of this report.

Kokel-Oberrender-Wood Appraisal, Ltd.
By Kokel-Oberrender-Wood Appraisal Management, L.C.



Larry D. Kokel, ARA, MAI
Texas State Certified
TX-1321079-G

Appraisal Qualifications of Larry D. Kokel, ARA, MAI

Education:

Graduate, Georgetown High School, 1971
Bachelor's Degree, Recreation and Parks Administration, Texas A&M University, 1975
Master's Degree, Land Economics & Real Estate, Texas A&M University, 1976

Technical Training:

American Institute of Real Estate Appraisers:
Course 1-A, Basic Appraisal Principles
Course 1-B, Capitalization Theories and Techniques
Case Studies in Real Estate Valuation
Valuation Analysis and Report Writing
Standards of Professional Practice
Litigation Valuation
American Society of Farm Managers and Rural Appraisers:
Advanced Ranch Appraisal
Report Writing
Texas A&M University:
Graduate Program in Land Economics and Real Estate
Continuing Education Seminars: Mineral Valuation; Condemnation Procedures; Real Estate Investment Analysis; Hewlett-Packard Financial Calculator; Valuation of Pipelines and Public Utilities; Legal and Ethical Responsibilities in the Real Estate Industry; R-41b Seminar by AIREA; Cost Approach Seminar by ASFMRA; Reviewing Appraisals Seminar by AIREA; Outlook for Texas Rural Land Markets; American Disabilities Act. Various economic seminars on topics related to real estate use and value.

Designations and Certifications:

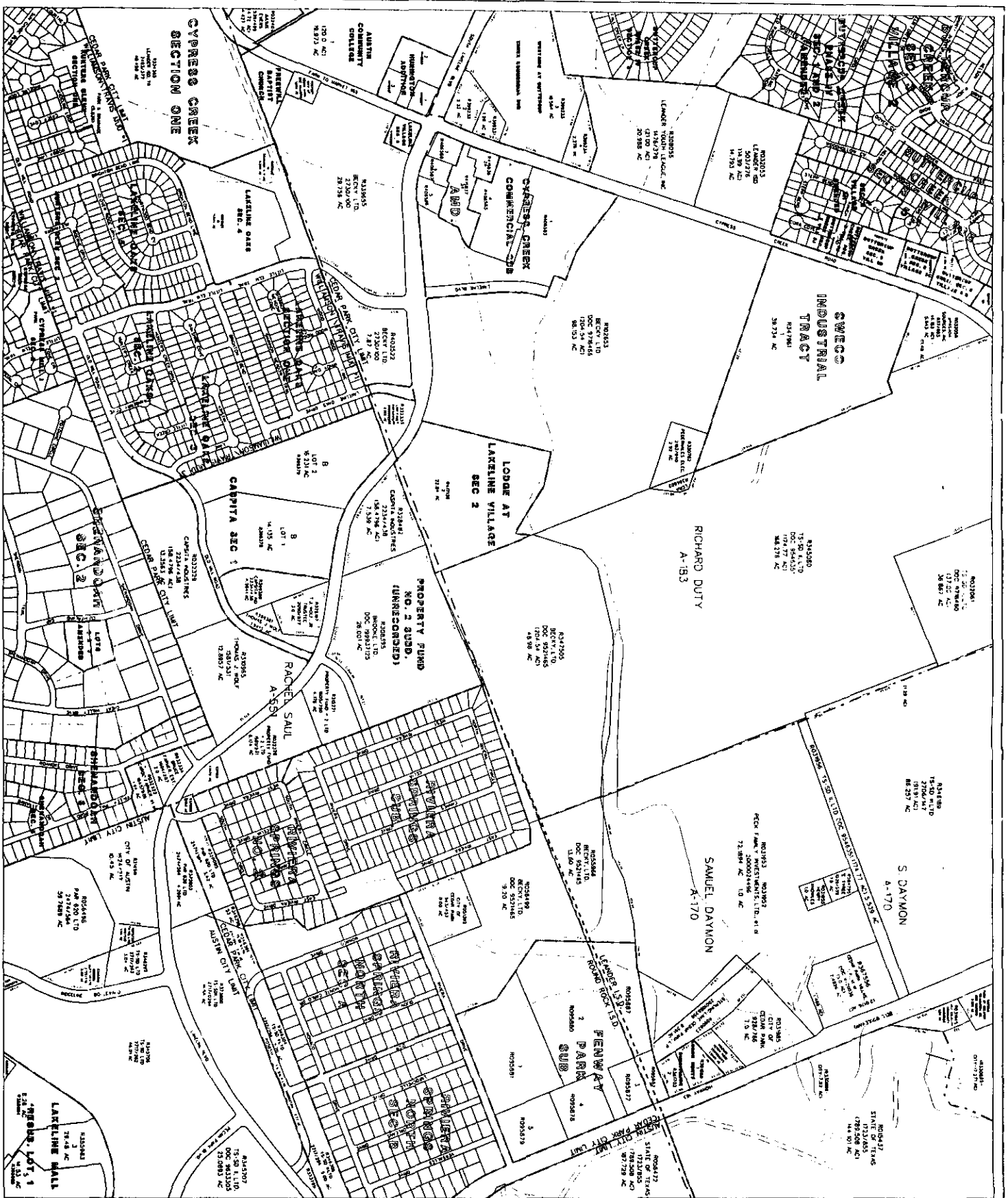
ARA, Accredited Rural Appraiser, American Society of Farm Managers and Rural Appraisers; Certificate No. 667
MAI, Member, Appraisal Institute; Certificate No. 7775
Texas Real Estate Broker's License No. 216754
Texas State Certified General Real Estate Appraiser; Certificate No. TX-1321079-G
Texas Senior Property Tax Consultant, Registration No. 00000592

Professional Associations:

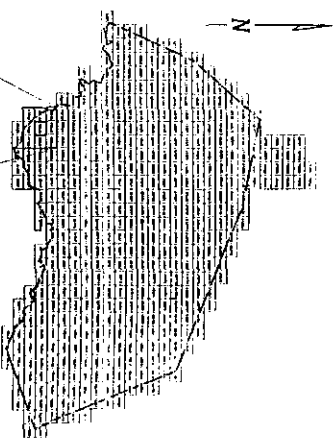
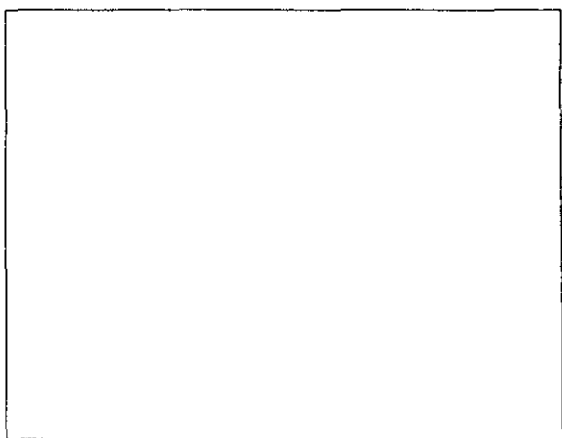
Member, Appraisal Institute
South Texas Chapter No. 29: Admissions Committee; Member of Regional Ethics and Counseling Panel.
American Society of Farm Managers and Rural Appraisers
Accredited Member, Texas Chapter President, 1988; Past Chairman of ASFMRA Accrediting Committee.
Society of Texas A&M Real Estate Professionals (Past President)
Member, Williamson County Board of Realtors
Member, International Right of Way Association, No. 07444351

Experience:

Graduate Research Assistant, Texas Real Estate Research Center, Texas A&M University, 1976
Southwest Appraisal Company, Inc.; Ag. Use Specialist, 1977
General Land Office of Texas; Appraisal of Texas Veterans tracts and appraisal of Permanent School Lands throughout Texas. Coordinated land trades resulting in the acquisition and disposal in excess of 64,000 acres totaling \$14 million. October 1977 to August 1983.
TexAg Real Estate Services, Inc.; President; April, 1985
Kokel Appraisal Associates; Georgetown, Texas; September, 1983 to August 2001
Kokel-Oberrender-Wood Appraisal, Ltd.; Georgetown, Texas; August 2001 to present.



Williamson County Appraisal District



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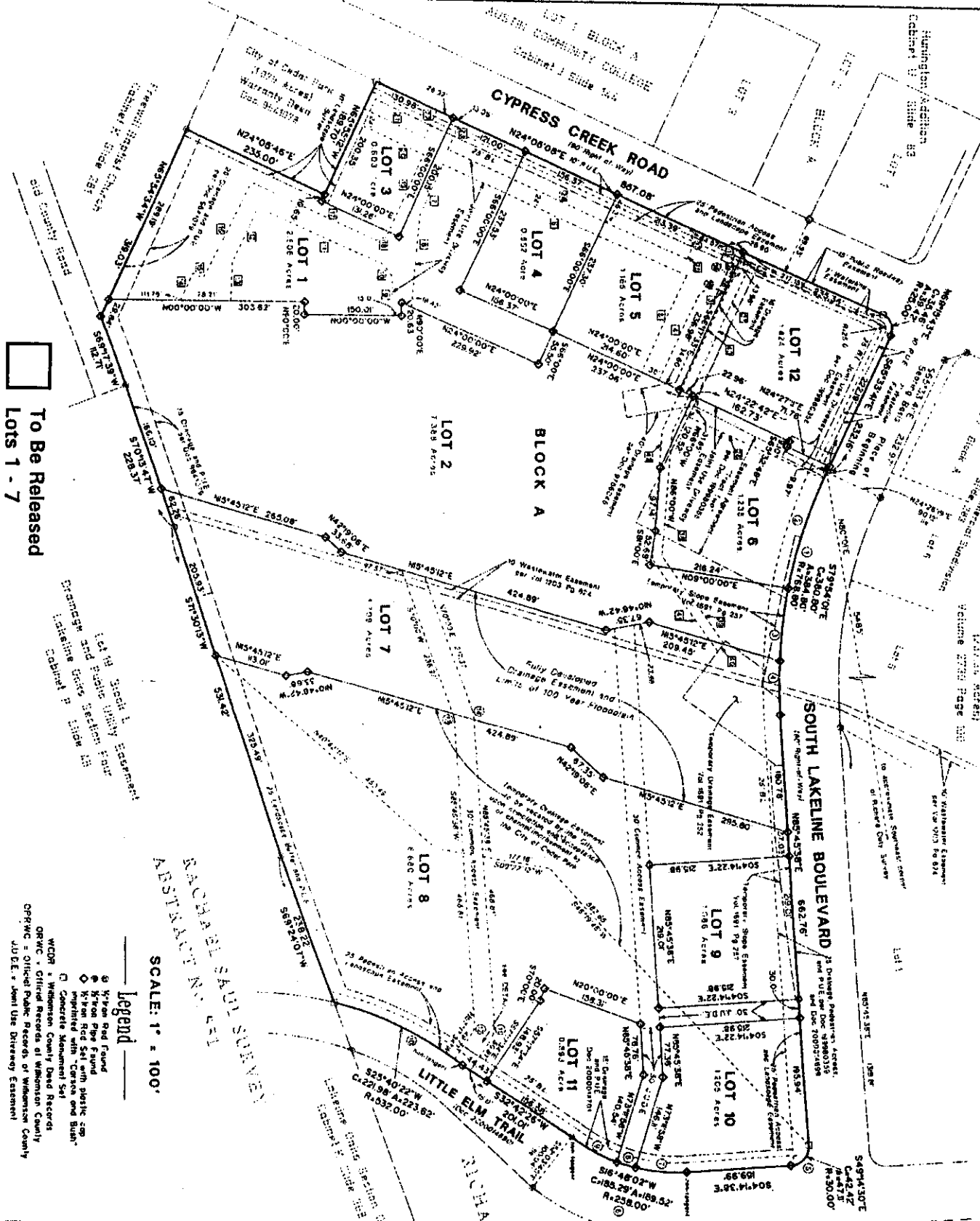
OWNER: RICHARD DUTY
ADDRESS: 1530 E. DUTY
CITY: LAKESIDE
STATE: TEXAS
ZIP: 77728

LEANDER J. S. D.

0 100 200 300 400 500 600 700 800 900 1000

46628

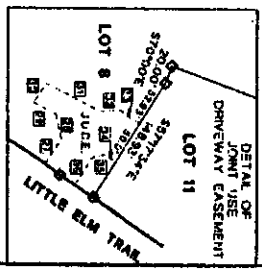
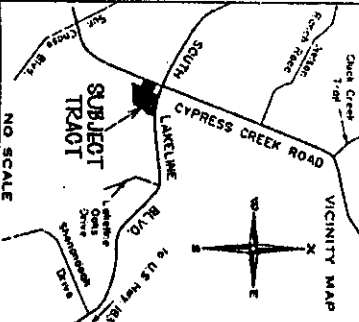
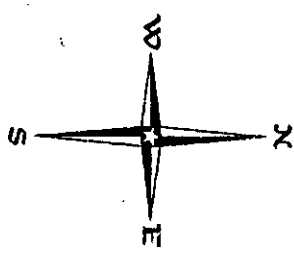
CYPRESS CREEK COMMERCIAL SUBDIVISION NUMBER TWO



To Be Released
Lots 1 - 7

Legend

SCALE: 1" = 100'



710 S. Main, Suite 102
Georgetown, Texas 78626

(512) 943-1603
FAX: (512) 943-1619

Southeast Williamson County Road District # 1



Date: March 28, 2002

To: Charlie Crossfield
From: Taysa Howes *TH*

Re: Becky Ltd. Correction

When the reallocation of R102653 (Becky, Ltd.) was done in August, 2001, new assessment figures were given to me for when the remaining acres came out of "Ag". When I created the 2001 Billings for these three lots, (R102653, R339655, R403522), I based the amounts on the new calculations, rather than the annual amount of \$268.80 (figures with "Ag" exemption).

On January 30, 2002, we processed 2 checks (3339 & 3340) to the amounts billed incorrectly. I have modified the original bills as follows, based on percentages due from each parcel to equal the original bill (with "Ag" exemption).

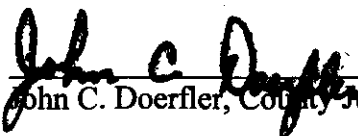
R102653	120.993 ac.	76% of \$268.80 = \$204.29
R339655	29.756 ac.	19% of \$268.80 = \$ 51.07
R403522	7.87 ac.	5% of \$268.80 = \$ 13.44
Totals	158.619 ac.	\$268.80

I have reapplied the monies sent to pay these accounts, resulting in a credit of \$7,324.55. This amount will be applied to the amount due for the reallocation of the acres being sold out of R339655.

If you have any questions, please call me.

THE ROAD DISTRICT MEETING ADJOURNED AT 12:23 P.M. ON TUESDAY, APRIL 2, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 229, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 9th day of April, 2002.


John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 
Deputy Clerk

This information will be used to set up your *Quick Collect* Account. All information in this Application may be verified by Western Union Financial Services, Inc. Client may cancel this Application at any time prior to equipment installation or start of service date. Please type or print neatly.

1. Client's Name Williamson County Contact Nancy E. Rister
Your Name Nancy E. Rister Title Williamson County Clerk
2. Address 405 MLK Floor 2nd floor Suite 201
City Georgetown State Texas Zip 78626
3. Telephone (512) 9431515 Fax (512) 943-1616 4. SIC Code _____
5. Type of Industry (check one):
☐ Credit Card Issuing Bank
☐ Finance Company
☒ Government
☐ Mortgage Company
☐ Collection Agency
☒ Other County Court
6. Number of collectors at this location 1
7. Client's Bank Union State Bank
Address 1100 Williams Dr
Georgetown TX 78628
Account No. _____
Client Tax ID No.: 74-6000978
8. Client's expected monthly *Quick Collect* transaction volume: ☒ 100-499 ☐ 500-999 ☐ 1,000 plus
9. Number of payments received by overnight delivery service each month none (*Quick Collect* normally displaces this type of service).
10. During a 90-day trial period, Western Union will provide Client with a checkwriter system free of charge. For a checkwriter system thereafter, Client hereby elects the option indicated below:
☒ Client will purchase a checkwriter system from Western Union and pay a one time charge of \$ 0.
☒ Client will have a right to access a checkwriter system provided by Western Union and pay \$ 0 per month. Upon termination, Client will return this checkwriter system to Western Union in good operating condition. If Client fails to make any payment for more than 30 days after its due date, Client will return the checkwriter system to Western Union upon request.
☐ Client will make other arrangements for a checkwriter system meeting Western Union's specifications.

Telephone line number to be used with printer (if known) (512) 943-1405

By signing this Application, Client agrees to the provisions herein and to the Terms and Conditions attached hereto.

Williamson County
Client Name

WESTERN UNION FINANCIAL SERVICES, INC.

By: John C. Daehler

By: _____

Title: County Judge

Title: _____

Date: 4-2-02

Date: _____

Note: For provision of the *Quick Collect* service, Western Union requires current Client financial information. Please send us your most recent Annual Report with this Application or complete and return the Western Union Credit Application. Client agrees to provide to Western Union financial statements or similar financial information from time to time upon request.

For Internal Use: _____ Account No.: _____ Install Date: _____

Client and Western Union Financial Services, Inc. agree as follows:

1. Western Union agrees to receive payments from Customers of Client. Client will instruct Customers to provide Western Union with (a) the account number to which the payment is to be credited and (b) cash equal to the amount to be paid on the debt, plus Western Union's standard fee as provided in the current pricing schedule.
2. Western Union will transmit *Quick Collect* payments electronically to a checkwriter system located on Client's premises. The system will consist of a printer and a modem which meet Western Union's specifications, coupled with a standard "voice grade" dedicated telephone line equipped with an RJ-11C jack.
3. If Client obtains the checkwriter system from Western Union, Client will make all payments therefor within 30 days of invoicing and will be responsible to replace the system in the event of a casualty loss and to return the system to Western Union upon termination of this Agreement. The manufacturers' warranties are the sole and exclusive warranties which will apply. Client agrees that Western Union makes no warranty, express or implied, of merchantability, of fitness for any particular purpose, or of any other type or kind whatever. Western Union's liability for any and all damages of every nature and kind, in any way arising out of or resulting from the sale or lease of the checkwriter system, shall not exceed the purchase price or sum of lease payments paid therefor by Client. In no event shall Western Union be liable for any indirect, incidental, special, or consequential damages.
4. Western Union will provide Client with *Quick Collect* checks to be processed through the system. Each *Quick Collect* check will give the name and account number furnished by the Customer. Western Union shall provide training of personnel in the processing and handling of *Quick Collect* transactions. Client and Western Union shall work together to develop an appropriate training program.
5. Western Union shall be responsible for responding to and resolving inquiries and complaints from Customers arising out of Western Union's *Quick Collect* service. Client will cooperate with Western Union in resolving such inquiries and complaints and will be responsible for resolving any inquiries or complaints other than those caused by Western Union or arising out of the *Quick Collect* service.
6. Western Union agrees to keep any confidential data supplied by Client about its Customers confidential and to make no disclosure thereof to any third party, except as required by law. For purposes of this Section, the names and addresses of Customers when supplied to Western Union by the Customer as well as information collected by Western Union in effecting transactions for Customers shall not be deemed confidential information of Client.
7. Client agrees that it shall not either directly or indirectly disclose, disseminate or otherwise make available to any third party any information concerning the terms of this *Quick Collect* Agreement, any related policies, procedures, systems or processes of Western Union, any information concerning Western Union's *Quick Collect* agent network or any information regarding the Client's transaction volume, except as required by law.
8. Client agrees that during the full term of this Agreement, Western Union shall be Client's sole and exclusive provider of the types of services provided or contemplated hereunder.
9. Client shall comply (and shall cause its employees, agents, and subcontractors to comply) with all laws, orders, rules and regulations applicable to Client's business, including but not limited to, the Fair Debt Collection Practices Act. Client agrees to indemnify Western Union and hold it harmless from any and all claims, losses, damages, liabilities or expenses (including attorney's fees) of every nature and kind incurred as a result of Client's failure or alleged failure to comply with applicable laws, orders, rules and regulations. Any act or omission in breach of any such law, order, rule or regulation shall constitute a material breach of this Agreement.
10. Client will indemnify Western Union from any loss relating to *Quick Collect* checks coming into Client's possession, regardless of the presence or absence of negligence or criminal conduct, to a maximum limit per check equal to the maximum amount stated thereon. Western Union's sole responsibility for damages for error, delay, or nonpayment, whether or not caused by negligence (apart from Western Union's responsibility to assure payment of the principal amount accepted from Customer), shall be limited to a refund of the service fee paid in connection with the affected transaction, and Western Union shall have no liability therefor to Client. Under no circumstances will Western Union be liable to Client or Customers for indirect, incidental, special, or consequential damages, whether or not either party knew or had reason to know that they might be incurred.
11. In case of any overpayment by Western Union to Client, for any reason, Client agrees to promptly, upon request, refund the overpayment to Western Union. Client also agrees to promptly, upon request, reimburse Western Union for any duplicate payments, any payments refunded to Customers by Western Union or any incorrect payments. Client may cancel or refuse a *Quick Collect* payment received from one of its Customers only by complying with the following conditions: Client must (A) notify Western Union by telephone, no later than the next business day following Client's receipt of the payment, of its desire to cancel or refuse the payment, (B) follow Western Union's instructions with respect to the disposition of the *Quick Collect* check, and (C) pay Western Union's standard cancellation service charge in effect at the time. If Client meets these conditions, Western Union will arrange for the cancellation of the transaction and will refund the principal amount to Customer. If Client fails to meet these conditions, Client will deposit the *Quick Collect* check into Client's account and make any refund arrangements separately with Customer.
12. The initial term ("Initial Term") of this Agreement shall continue for a period of one (1) year from the start of service date. Unless terminated at the end of the Initial Term or any renewal term by written notice given at least ninety (90) days prior thereto by either party to the other, this Agreement shall automatically renew for successive additional one (1) year renewal terms.
13. It is expressly agreed that the parties hereto are acting hereunder as independent contractors and not as joint venturers, partners, employer-employee, principal-agent or other similar business arrangement. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other similar capacity.
14. This Agreement, together with any Addenda attached hereto, represents the entire agreement of the parties with respect to the subject matter hereof, and may be modified only in writing signed by duly authorized representatives of the parties to be bound thereby. This Agreement is made under, and shall be construed in accordance with, the laws of the State of New York. Client may not assign or otherwise transfer its rights and obligations pursuant to this Agreement without Western Union's prior written consent.

TX.

Client Signature Required:

John C. Douglas 4-2-02