

**AGENDA ITEM 15**

Consider approving variance to subdivision regulations for a 2.665-acre tract of land out of Lot 9, Block B, Cedar Hollow Crossing.

No action was taken on this agenda item, which will be added to the June 11, 2002 agenda.

**AGENDA ITEM 16**

Discuss and consider an order terminating the agreement for the acquisition of right-of-way and utility adjustment for the State Highway 45 North and U.S. Highway 183A projects by and between the City of Austin and Williamson County.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve an order terminating the agreement for the acquisition of right-of-way and utility adjustment for the State Highway 45 North and U.S. Highway 183A projects by and between the City of Austin and Williamson County.

Vote: **5 - 0**

< Attachment >

**AN ORDER TERMINATING THE AGREEMENT FOR THE ACQUISITION OF RIGHT-OF-WAY AND UTILITY ADJUSTMENT FOR THE STATE HIGHWAY 45 NORTH AND U.S. HIGHWAY 183A PROJECTS.**

**RECITALS**

On November 19, 2001, the County of Williamson and the City of Austin entered into an Agreement For the Acquisition of Right-of-Way and Utility Adjustment For the State Highway 45 North and U.S. Highway 183A Projects (the "Agreement").

**FINDINGS**

After negotiations with the City of Austin, The County desires to terminate said Agreement uponb the following terms and conditions:

1. Williamson County will no longer be responsible for the acquisition of any right-of-way for SH 45 or U.S. 183A or the adjustment or relocation of utilities within the City limits of Austin.
2. Williamson County will expend no more than \$15 million for past and future acquisitions for the acquisition of any right-of-way for SH 45 or U.S. 183A within the City limits of Austin.
3. Williamson County will not require reimbursement from the City of Austin for the acquisition costs for Parcels 18, 18E, 19, 19E 20, 20E, 21 and 25, totaling approximately \$11,513,044. Said Parcel numbers are the numbers assigned to the various tracts by the Texas Department of Transportation.
4. Williamson County will acquire Parcels 430 and 407 for approximately \$2,662,000.
5. Any monies remaining from the above-described \$15 million, after the deduction of the \$11,513,044 described in Section 3., above, and after the deduction of the acquisition costs for Parcels 430 and 407, shall be made available to the City of Austin for the acquisition of Parcels 405 and 405E.
6. The Commissioners Court of Williamson County officially finds, determines and declares that a sufficient written notice of the date, place and subject of this meeting was posted at the Williamson County Courthouse for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Tex. Gov't Code Ann., and that this meeting has been open to the public as required by law at all times during which this Order has been discussed and formally acted upon. The Court further ratifies, approves, and confirms such written notice and the contents and postings thereof.

PASSED AND ADOPTED the 4 th day of June, 2002.

John C. Doerfler 6-4-02  
JOHN DOERFLER  
COUNTY JUDGE

**AGENDA ITEM 17**

Consider amending Bury+Partners Professional Services Agreement to increase contract compensation cap.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To amend the Bury+Partners Professional Services Agreement to increase the contract compensation cap by \$5,500.

Vote: 5 - 0

< Attachment >

Contract No. \_\_\_\_\_

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**ATTACHMENT A****WORK AUTHORIZATION NO. 2**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Bury+Partners, Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

Phase II-Coordination (See Exhibit B)

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$5,500.

**Part 3.** Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 30, 2002, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.