

AGENDA ITEM # 14

February 24, 1998

*

Consider approving temporary access to County R.O.W. to install two monitor wells near former 7-11 store #19844 at 10300 Anderson Mill Road, Austin, Texas 78750.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Mehevec

Motion: To approve temporary access to County **Right-of-Way** to install two monitor wells near former 7-11 store #19844 at 10300 Anderson Mill Road, Austin, Texas 78750.

Vote: Motion carried 4 - 0

< Clerk copy here >

7-Eleven #19844
Address: 10300 Anderson Mill Road.
City/State: Austin, Texas

December 29, 1997

Property Owner:

THE SOUTHLAND CORPORATION ("Southland"), as _____ of the real property located at 10300 Anderson Mill Road, has been directed by the State of Texas to investigate possible contamination in the vicinity of your property located near the southwest intersection of Anderson Mill Road and Millwright Pkwy ("Property"). In connection with such investigation, Southland may be required to install, operate and maintain monitoring wells on your Property. Such investigation will be undertaken by Southland at Southland's sole cost and expense and will be commenced and completed in a workmanlike manners so as to minimize interference with current operations on your Property. Upon completion of the above investigation, Southland will, at its cost and expense, restore the portion of your Property utilized by Southland to a condition which is substantially equal to its condition immediately prior to the commencement of such investigation. Southland will be entitled to retain any funds received under any State reimbursement program for any expenses incurred by it in connection with the above investigation. You may retain any additional funds received under such State reimbursement program.

If the foregoing is acceptable, please execute the enclosed copy of this letter and return the same in the enclosed self-addressed stamped envelope to Fluor Daniel GTI, Inc., 2525 Ridgepoint Drive, Ste. 300, Austin, Texas, 78754.

Very truly yours,

THE SOUTHLAND CORPORATION

By: _____
Title: _____

By execution hereof, I, Williamson County, owner of the Property, hereby acknowledge the foregoing and agree to grant Southland and its employees and contractors access to such Property for such period of time as reasonably necessary to complete the investigation described above. In addition, I agree that, if requested by Southland, I will cooperate with it in connection with any applications for reimbursements which it may make with the State.

By: John C. Daerfler
John C. Daerfler - County Judge
(Print Name)
Date: 2-24-98

EXHIBIT A

Store Information

Former 7-Eleven Store No: 19844
Street Address: 10300 Anderson Mill Rd
State: Austin, Texas 78750

Access Agreement Information

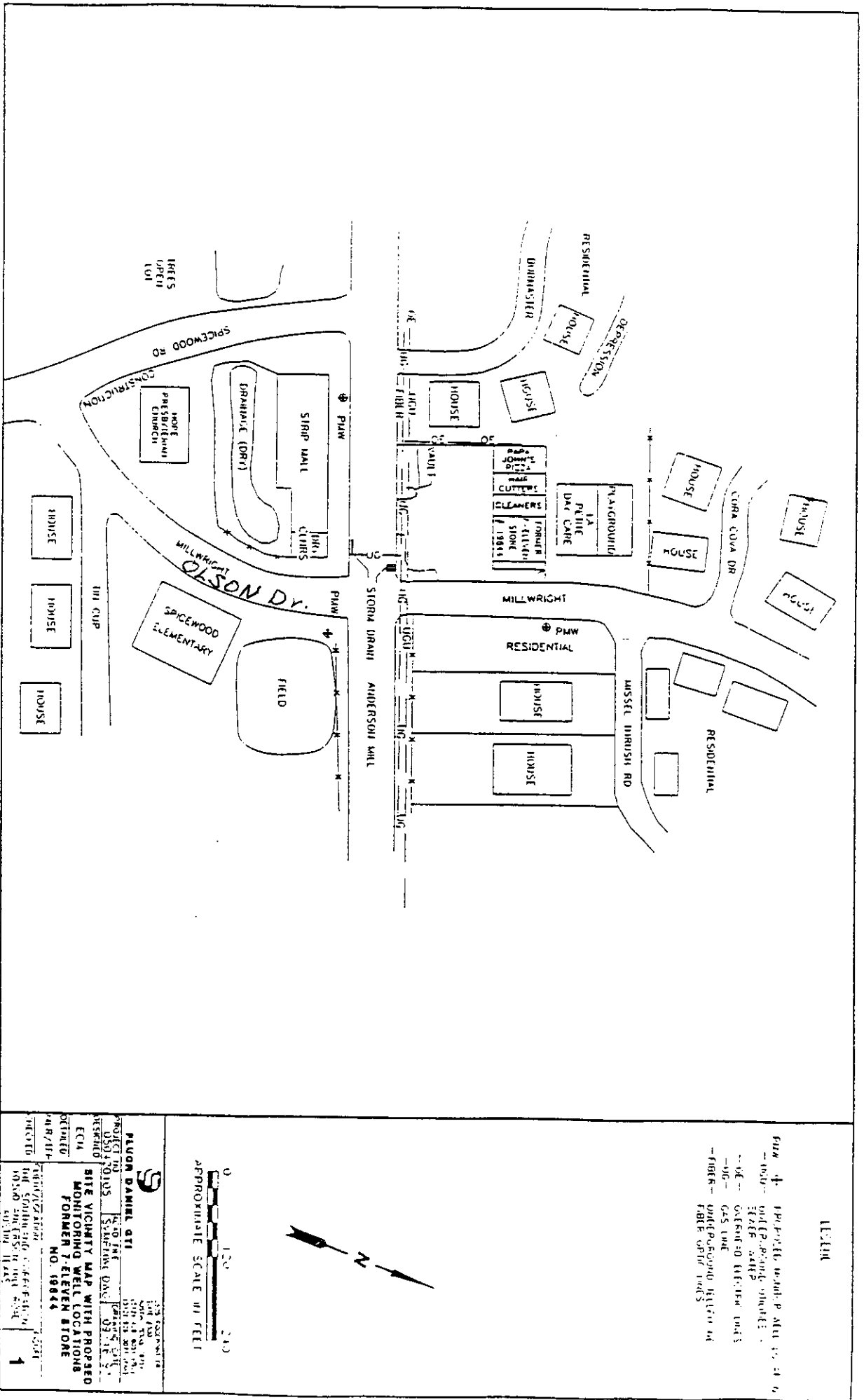
Date of Access Agreement: _____
Grantor: The Williamson County Unified Road System

Grantor's Mailing Address:
Street Address: 1900 Georgetown Inner Loop, Suite B
City, State: Georgetown, Texas 78626

Grantor's Property (to which access was granted):
Street Address: Williamson County R.O.W. on Anderson Mill Road and Millwright Pkwy
City, State: Austin, Texas 78750

Original Expiration Date: _____
Modified Expiration Date: _____

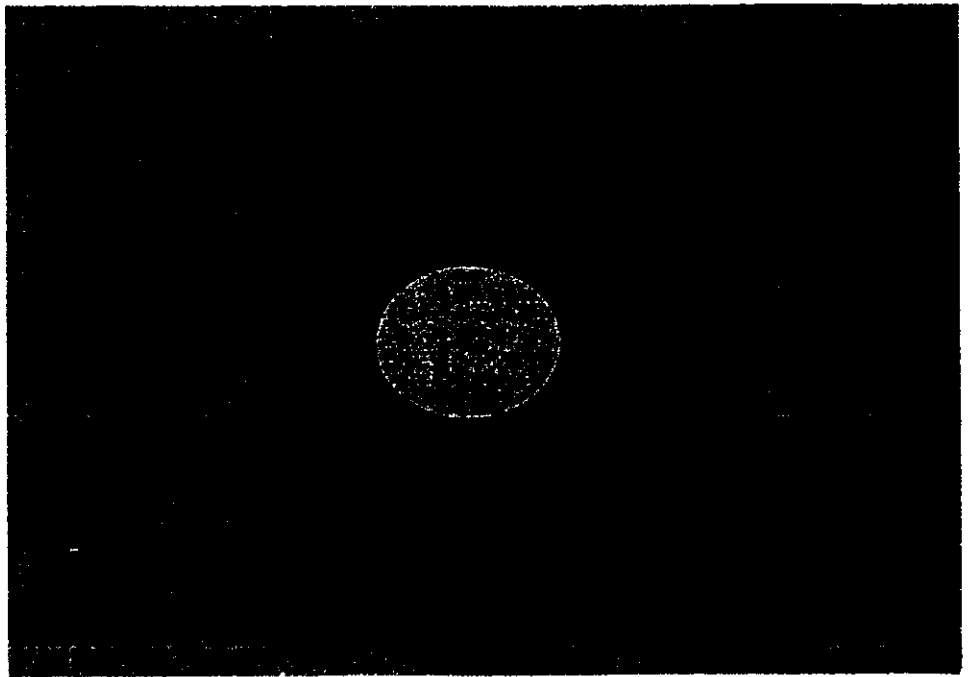
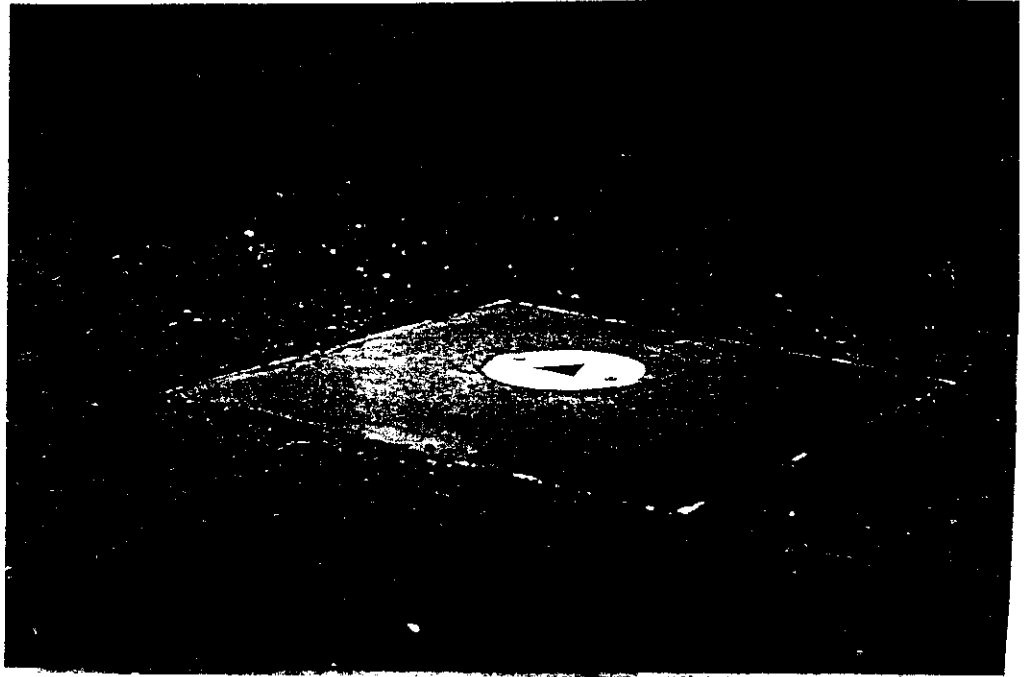
ATTACHMENT A
("Site Map")



ATTACHMENT B
("Photograph")

GROUNDWATER TECHNOLOGY

Completed Monitor
Well Installation
and Surface Cover



ATTACHMENT C

PROTOCOL FOR DRILLING, MAINTAINING AND REMOVING OFF-SITE MONITOR WELLS

The proposed monitor wells will be installed to a depth of approximately 40 feet below ground level. It will be drilled with a mobile drilling rig or with a "hand-auger," depending on overhead and available space restrictions. The wells will be constructed with threaded, 2" threaded diameter PVC pipe and installed properly to meet all appropriate local/county/state water well rules and regulations. The top of the well will be completed to be at, or slightly below, ground level and will be encased in an 8" diameter, "water-tight" steel manhole box in order to protect it and not interfere with typical, every day use of the land around it. The length of time is approximately four (4) to six (6) hours (actual time may vary.) The area around the proposed well will be cleaned up after installation and completion.

Groundwater samples will be collected from the well once per quarter, or as directed by appropriate Regulatory Agency, and will be checked with an electronic probe once per month, or as directed. The groundwater sampling, completed by one (1) person, will require approximately one and one-half (1-1/2) hours (only once per quarter,) and the groundwater gauging, completed by one (1) person, will require approximately one-half (1/2) hour (only once per month.)

When the well is no longer needed or required by the Regulation Agency for groundwater monitoring the Environmental Contractor will plug and abandon it according to appropriate State Water Well rules and Regulations. Average duration of groundwater monitoring program is 4-6 years. After the well is plugged, the area around it will be restored as stated in the temporary access agreement.

ATTACHMENT D
("Temporary Access Agreement")

Please sign and date at the bottom of each form and return all three (3) to FDGTI in the envelope provided.

**Reliance**RELIANCE SURETY COMPANY
Philadelphia, PennsylvaniaRELIANCE INSURANCE COMPANY
Philadelphia, PennsylvaniaUNITED PACIFIC INSURANCE COMPANY
Philadelphia, PennsylvaniaRELIANCE NATIONAL INDEMNITY COMPANY
Philadelphia, Pennsylvania

BOND NO. U2790269

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS:

That we, Fluor Daniel GTI, Inc.

_____ as Principal(s), and
United Pacific Insurance Company a Pennsylvania corporation authorized
 to transact surety business in the State of Texas, as Surety, are held and firmly bound unto
Williamson County Road and Bridge Dept.
1900 Georgetown Inner Loop, Suite B, Georgetown, TX, as Obligor, in the penal sum of
Five-Hundred and 00/100 -----

(\$ 500.00) DOLLARS, lawful money of the United States of America, for the payment of which,
 well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and
 severally, firmly by these presents.

WHEREAS, Principal has applied to the Obligor for a license or permit to do business as _____
Drilling of Two Monitoring Wells Located at Williams County Rd.
Right of Way Nearby 10300 Anderson Mill Road

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal(s) shall comply with all
 applicable Ordinances, Rules and Regulations, and any Amendments thereto, then this obligation shall be void, otherwise
 to remain in full force and effect.

PROVIDED, HOWEVER, That this bond shall continue in force until:

- ☒ 1. January 7, 19 99, or until the expiration date of any Continuation Certificate executed
 by Surety, at its sole option.
 OR
☐ 2. Cancelled by Surety giving _____ days written notice to Obligor and Principal of its intention to termi-
 nate its liability hereunder.

SIGNED AND SEALED this 7 th day of January, 19 98**COUNTERSIGNED**

By Larry H. Seavel
TX Resident Agent

Fluor Daniel GTI, Inc.By [Signature] PrincipalUnited Pacific Insurance Company COMPANYBy [Signature] Attorney-in-FactDiane M. Kelly,

**RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY**

**RELIANCE INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY**

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Richard A. Saul, Jr., Michael A. Rosenberger, Virginia M. Tighe, Stephen W. Grant, Diane M. Kelly, of Boston, Massachusetts their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this September 4, 1997.



RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

David T. Akers

STATE OF Pennsylvania
COUNTY OF Philadelphia

} ss.

On this, September 4, 1997, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2000



Valencia Wortham
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of January, 1998.

Anita Zippert

Secretary



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NOTICE OF PROPOSED INSTALLATION

UTILITY LINE ON WILLIAMSON COUNTY RIGHT-OF-WAY

TO: Williamson County Unified Road System
1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626

DATE: January 14, 1998

Formal notice is hereby given that Fluor Daniel GTI and Southland Corporation
Company proposes to place Two monitor wells (MW's)

~~line~~ within the right-of-way of Anderson Mill Rd and Millwright Pkwy, Austin, TX
as follows: (give location, length, general design, etc.)

See attached map for monitor well locations.

The wells will extend vertically to total depth of (40) feet each. The wells
will be constructed of 2-inch PVC casing and screen. See attached monitoring
well schematic.

(MW's)

The line will be constructed and maintained on the road right-of-way as directed by the Williamson County Unified Road System in accordance with governing laws.

Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual of Traffic Control Devices required for adoption by the "Transportation Code" (V.C.T.A. CH.251) MW's

The location and description of the proposed line and appurtenances is more fully shown by copies of drawings attached to this notice.

the Access Agreement letter

Construction of this line is proposed to begin on or after the 15 day of February 1998.

The MW's

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

BY: _____
COUNTY ROAD ADMINISTRATOR

DATE: _____

Firm: Fluor Daniel GTI

[Signature]
Authorized Signature

Robert W. List - Project Manager
Printed Name

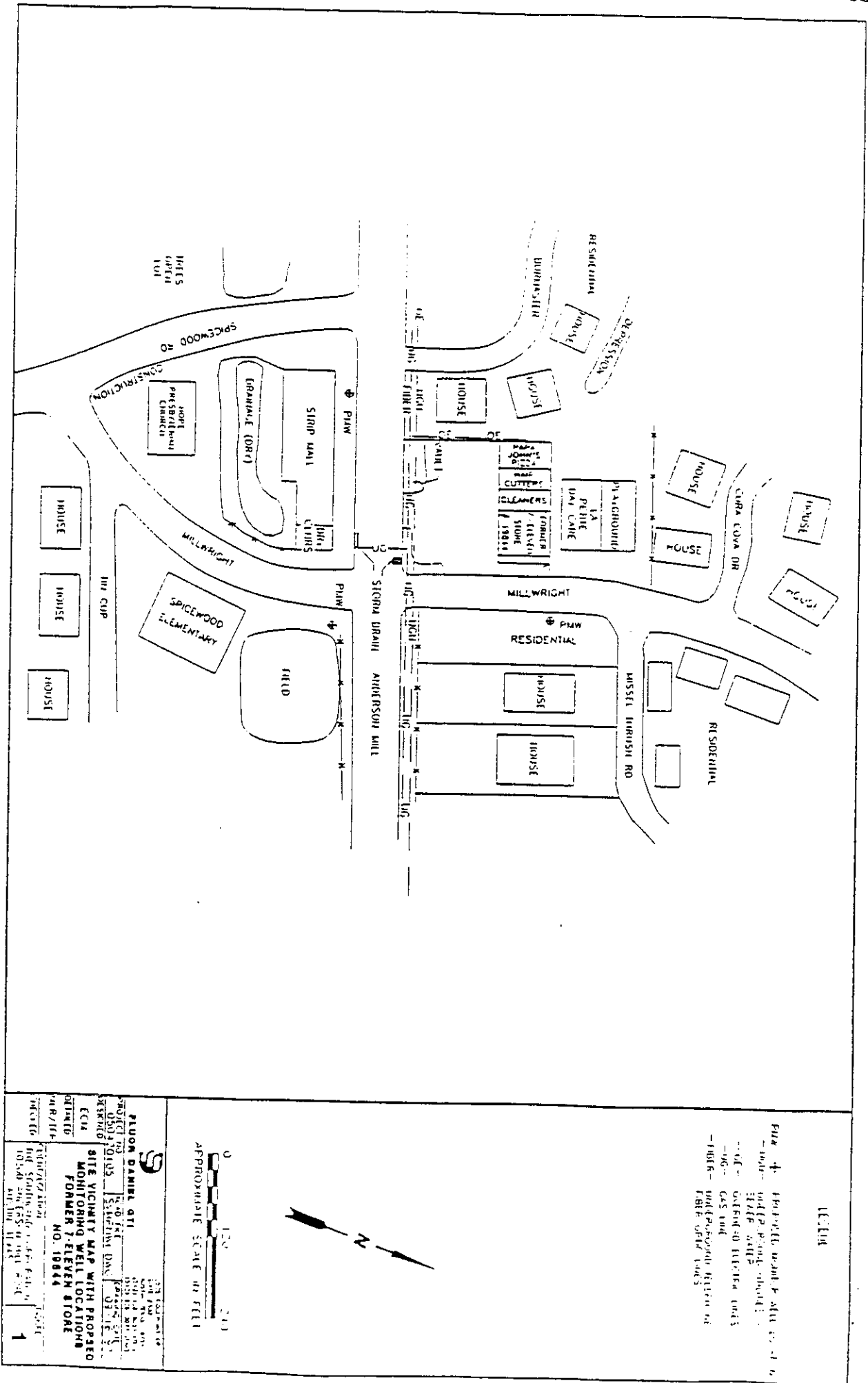
Address: Fluor Daniel GTI

2525 Ridgepoint Dr. Ste 300

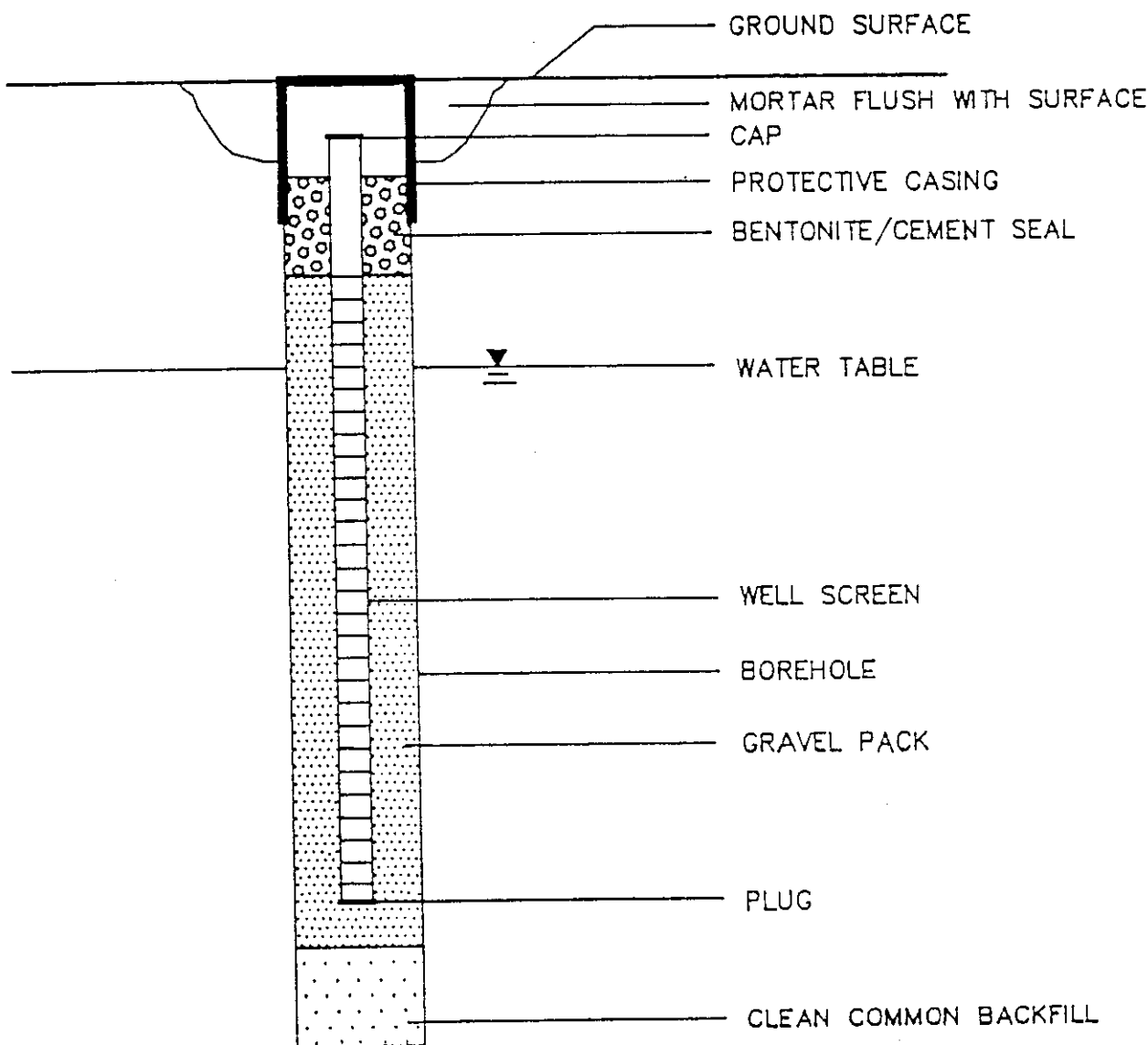
Austin, TX 78754

Phone: 928-8051

Fax: 928-0077



MONITORING WELL SCHEMATIC:
SHALLOW WATER TABLE



NOTE: DRAWING NOT TO SCALE

To: Fluor Daniel GTI Inc

Date: 12-31-97

Attn: omar

From: Johnny

Number of pages following cover sheet: 0

=====

prices for lane closures as requested

Closure on Anderson Mill Rd - 120⁰⁰ ea. (Rd. Narrows Set up)

Closure on millwright 240⁰⁰ (2-Rd. Narrows ^{Setups} @ 120⁰⁰ ea.)

onsite traffic control plan 100⁰⁰ one time charge

Please call me if you have any questions

Thanks

J. Bohls

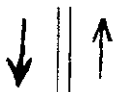
110A

TO FOR MILL LOC. #2

N →

THIS BOUNDARY AREA
NEED TO BE CLOSURE

APPROX. LOC. OF
DRILL SHANTY
TO 183 →



ANDERSON MILL RD.

APPROX. 500'

TCP FOR
DRILL LOC. #1

Playground

DAYCARE

STORE

MILLWRIGHT RD.

MISSILE THRUSH RD.

HOUSE

APPROX. LOC. OF
DRILL SHANTY

Handlines
from ANDERSON MILL RD.

TO 183
N ↑

CONTRACTOR'S LIABILITY AGREEMENT

I, _____ Contractor for _____
 in Williamson County, Texas do hereby agree to the following schedules and conditions for doing work
 within the right-of-way of _____ which is a public
 roadway maintained by Williamson County.

1. I will contact the Williamson County Unified Road System at least 48 hours prior to start of construction.
2. All work in the right-of-way will be done between the hours of 8:30 a.m. and 4:30 p.m. on Monday through Friday only.
3. Cuts will be opened for one-half the roadway only, with flagmen on both sides of the work area, allowing one-way traffic through. This type of operation will be held to a minimum and all advance warning signs and barricades shall be as specified in the Texas Manual on Uniform Traffic Control Devices. These cuts will also be filled and entire roadway opened at night and on weekends.
4. Roadside work in ditches alongside the trenched surface may be left opened at night, only if they can be barricaded solidly between open ditch and traveled roadway leaving a minimum 6' of road shoulder between the pavement edge and the barricades. The barricades must be reflectorized and lighted with warning lights and conform to the requirements of the T.M.U.T.C.D. for nighttime use.
5. Any construction area to be maintained from dusk to dawn shall have Type B High Intensity Steady Burn Warning Lights to delineate the traveled way through and around obstructions in a construction or maintenance area. All warning lights shall be installed to a minimum mounting height of 36" to the bottom of the lense.
6. Construction work and road repair on County right-of-way will be done to Williamson County Standards and to the approval of the Williamson County Unified Road System.
7. I will notify the Williamson County Unified Road System and obtain approval prior to any changes from this agreement if required due to soil conditions or other problems.

1/14/98

DATE

Williamson County Unified Road System
 1900 Georgetown Inner Loop, Ste. B
 Georgetown, Texas 78626

[Signature]

SIGNED

From Daniel G. T. I.

Robert W. Lust - agent for The Southland Corporation
 CONTRACTOR (PRINT NAME)

2525 Ridgeland Dr. Ste 300
 ADDRESS

Austin, TX 78754
 CITY, STATE, ZIP CODE

928-8051
 PHONE

AGENDA ITEM # 15February 24, 1998*

Open proposals for engineering on various County Roads: #143, 245, 122, 113, 110, 200, 214, 111, Northridge Acres, Morris Road and Meister Lane.

At 10:20 A.M. Commissioner Heiligenstein announced time open to receive proposals for engineering on various County Roads: #143, 245, 122, 113, 110, 200, 214, 111, Northridge Acres, Morris Road and Meister Lane.

At 10:25 A.M. Commissioner Heiligenstein announced time closed to receive proposals for engineering on various County Roads: #143, 245, 122, 113, 110, 200, 214, 111, Northridge Acres, Morris Road and Meister Lane.

Proposals were received from:

Steger & Bizzell Engineering, Inc.
 Gray Jansing & Associates
 L O C Consultants
 Maxium Technologies, Inc.
 H N T B Architects, Engineers & Planners
 Parsons, Brinkerhoff, Quade & Douglas, Inc.
 Carter Burgess
 Raymond Chan & Associates, Inc.
 Doucet & Associates, Inc.
 Freeze & Nickles, Inc.
 Gray Jansing & Associates
 S. D. Kallman, Inc.
 Martinez, Wright & Mendez, Inc.
 K C Engineering, Inc.
 Smith - Western Engineering, Inc.
 L O C Consultants
 Maxium Technologies
 M H A Technical Group

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To note receipt of proposals for engineering on various County Roads: #143, 245, 122, 113, 110, 200, 214, 111, Northridge Acres, Morris Road and Meister Lane.

Vote: Motion carried 4 - 0

AGENDA ITEM # 16February 24, 1998*

Hear presentation from City of Round Rock on their new proposed route for Highway 130.

City of Round Rock Traffic Engineer Tom Word addressed the court presenting a proposal on State Highway 130 the City of Round Rock is evaluating, which is a phased implementation of the state's preferred alternative route.

1. Construct SH 130 south of SH 45 on the states preferred alignment.
2. Construct SH 45 between IH 35 and SH 130.
3. Construct a local access roadway connection along the SH 130 preferred alignment between SH 45 and US Highway 79.
4. Protect a future option to construct the SH 130 preferred alignment to north of Georgetown by keeping the road in the transportation plan of the City of Round Rock.

Reasons:

1. Makes SH 45 a critical link and would expedite construction.
2. Allows Williamson County and City of Round Rock to have time and money on acquisition of right-of-way for SH 45.
3. Builds only high traffic volume sections making toll road financing feasible.
4. Defers construction cost for SH 130 north of SH 45 into the future.
5. Delays impact on homeowners along the route.
6. Allows more time for local participating governments to acquire right-of-way.

City of Round Rock Mayor Charlie Culpepper also addressed the court and answered all questions.