

AGENDA ITEM # 13

October 6, 1998

Consider granting preliminary plat approval to North Lakewood, Section Four.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To grant preliminary plat approval to North Lakewood, Section Four.

Vote: Motion carried 5 - 0

AGENDA ITEM # 14

October 6, 1998

*

Consider granting final plat approval to Twin Creek Farms, Phase I.

County Engineer Joe England advised the preliminary plat for this private subdivision was approved approximately 60 days ago with the understanding Williamson County will never be responsible for road maintenance. It does have access off 972 with plat note " All roads in this subdivision are private and will not be maintained by Williamson County in perpetuity".

Engineering drainage documents have been received by the office of the County Engineer. A \$55.00 fee per lot per month for an approximate total of \$2,000.00 per month would be adequate for road maintenance stated Mr. England.

The owner has reserved a 51.3 acre tract for future development as shown on page 2 of the plat.

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To grant final plat approval to Twin Creek Farms, Phase I.

Vote: Motion carried 5 - 0

AGENDA ITEM # 15

October 6, 1998

*

Consider approving temporary access to county right-of-way to install two monitor wells at the following locations:

Intersection of Anderson Mill Road and Burmaster Road

Intersection of Millright Parkway and Missile Thrush Road

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve temporary access to county right-of-way to install two (2) monitor wells at the intersection of Anderson Mill Road and Burmaster Road and intersection of Millright Parkway and Missile Thrush Road.

Vote: Motion carried 5 - 0

SHARON C. BENEDICT
Administrative Assistant



1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

M E M O

TO: Jane Tableriou
COMPANY: County Judge
FROM: Sharon
DATE: September 28, 1998
SUBJECT: Temporary Access to Install Two Monitor Wells

Jane, these permits are exactly like ones that were approved by Dale Rye and signed by Judge John earlier this year, they were approved in Commissioners Court on 2/24/98.

Please let me know if the Judge approves them and when they go through court, so I can note it in my file.

Thanks, *Sharon*

September 23, 1998

Mr. Luther Toungate
Williamson County Unified Road System
1900 Georgetown Inner Loop, Suite B
Georgetown, TX 78626

Phone: (512) 930-3330

Re: Temporary Access to Install Two Monitor Wells
Near Former 7-Eleven Store #19844
10300 Anderson Mill Road
Austin, Texas 78750

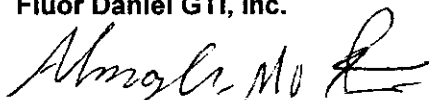
Dear Mr. Toungate:

Fluor Daniel GTI, Inc. has been retained by The Southland Corporation (Southland) to perform an environmental assessment of the soil and groundwater at the referenced site. In order to complete the assessment, the installation of two monitor wells (MW's) on the Williamson County Right-Of-Way (R.O.W) at the intersection of Anderson Mill Rd and Burmaster Rd, and at the intersection of Millwright Parkway and Missile Thrush Rd, Austin is necessary. The approximate location of the first proposed well will be 20-50 feet north of the intersection of Anderson Mill Rd and Burmaster Rd. The second proposed well will be on the north side of Missile Thrush Rd and about 100-300 feet east of Millwright Parkway. Enclosed you will find Attachment A illustrating the nearby former 7-Eleven property and the proposed monitor well locations, Attachment B showing the appearance of a typical monitor well, and Attachment C describing the protocol for drilling, maintaining, and removing off-site monitor wells. The wells will be drilled and installed during the hours 9:00 AM and 4:30 PM.

Attachment D includes three Temporary Access Agreements for installation of two monitor wells on the Williamson County R.O.W property and Exhibit A describing your property (Grantor) and the nearby former 7-Eleven property (Grantee). Please review and, if acceptable, please sign all Temporary Access Agreements and return all originals to Fluor Daniel GTI, Inc. within ten (10) business days. Once executed by Southland, an original will be returned to you. A pre-addressed stamped envelope is enclosed.

Fluor Daniel GTI, Inc. appreciates your cooperation in this matter. If you have any questions or require additional information, please contact me or Mr. Robert List at (512) 928-8051. Thank you very much.

Sincerely,
Fluor Daniel GTI, Inc.



Omar Almousli
Site Manager

enclosures: License of Permit Bond
Traffic Control Plan Prepared by Highway Safety Service Co., Inc.
Notice of Proposed Installation Application

125

EXHIBIT A

Store Information

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

Access Agreement Information

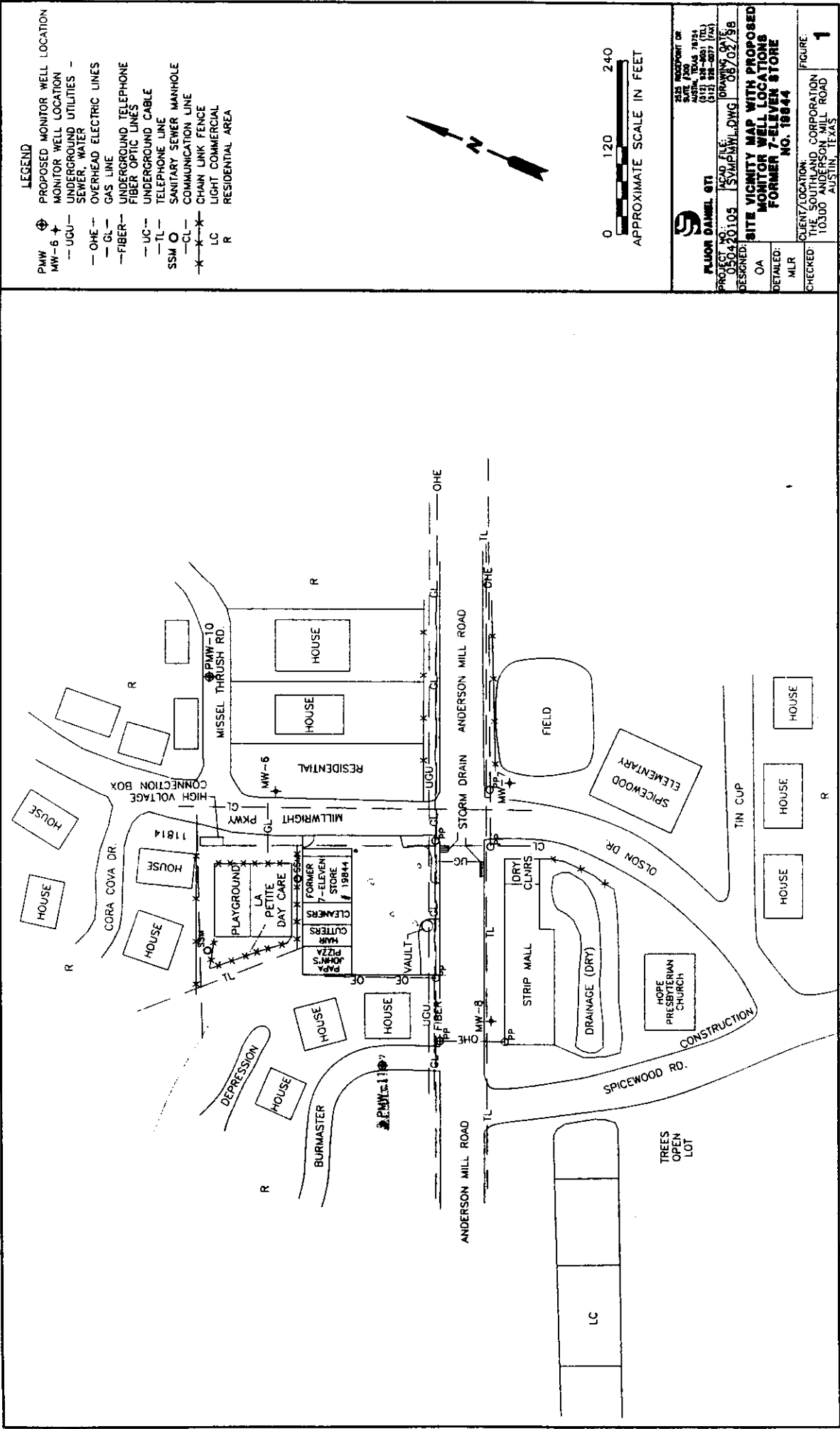
Date of Access Agreement: _____
Grantor: The Williamson County Unified Road System

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's on Burmaster Rd and Missile Thrush Rd.
City, State: Austin, Texas 78750

Original Expiration Date: _____
Modified Expiration Date: _____

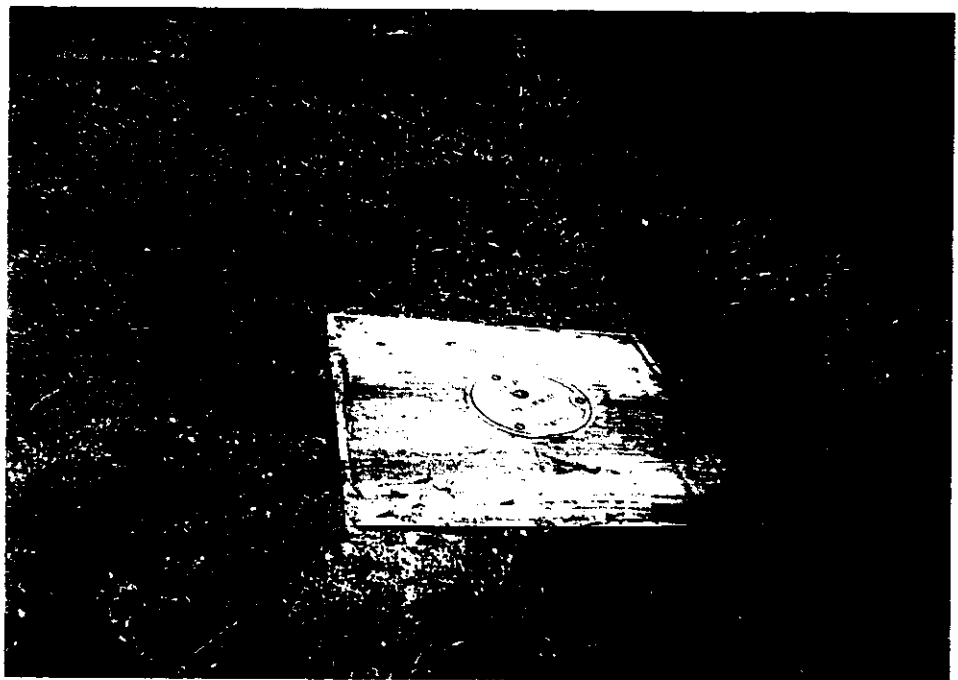
ATTACHMENT A
("Site Map")



ATTACHMENT B
("Photograph")

Fluor Daniel GTI
Photographic Record

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. The wells 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 wells 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 them. The length of time is approximately four (4) to six (6) hours (actual time may vary.) The area around the proposed wells will be cleaned up after installation and completion.

Groundwater samples will be collected from the wells 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,) per each well and the groundwater gauging, completed by one (1) person, will require approximately one-half (1/2) hour (only once per month.)

When the wells are no longer needed or required by the Regulation Agency for groundwater monitoring the Environmental Contractor will plug and abandon the wells according to appropriate State Water Well rules and Regulations. Average duration of groundwater monitoring program is 4-6 years. After the wells are plugged, the area around them 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.

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

September 23, 1998

Property Owner:

THE SOUTHLAND CORPORATION ("Southland"), as the former owner 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 intersection of Anderson Mill Rd and Burmaster Rd, and Millwright Parkway and Missile Thrush Rd ("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, _____, 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: _____

(Print Name)
Date: _____

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

September 23, 1998

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By: _____

(Print Name)
Date: _____

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City/State: Austin, Texas

September 23, 1998

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By: _____
Title: _____

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By: _____

(Print Name)
Date: _____

License & Permit Bond

BOND NUMBER: ESD5296370

know all men by these presents

That FLUOR DANIEL GTI, INC., 100 RIVER RIDGE DRIVE, NORWOOD, MASSACHUSETTS 02062, as Licensee, hereinafter called PRINCIPAL, and NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, 175 WATER STREET, NEW YORK, NEW YORK 10038, as SURETY, are holden and stand firmly bound and obliged unto the WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT, 1900 GEORGETOWN INNER LOOP, SUITE B, GEORGETOWN, TEXAS 78626, in full and just sum of FIVE HUNDRED AND 00/00 DOLLARS (\$500.00), to be paid unto the said WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT, or its assigns; to which payment, well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS, that, whereas, a permit or license is issued for DRILLING OF TWO MONITOR WELLS IN THE WILLIAMSON COUNTY ROAD RIGHT-OF-WAY, NEAR BY 10300 ANDERSON MILL ROAD, AUSTIN, TEXAS, PROJECT NO. 101800.04 to said principal obligor by the WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT, now therefore, if the said obligor shall faithfully observe and keep each and all the conditions and specifications contained in the permit or license issued by said WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT, on the application of said principal obligor; then this obligation shall become null and void, otherwise shall remain in full force and effect. This bond shall expire SEPTEMBER 11, 1999 and/or may be canceled by the Surety providing in writing thirty (30) days notice to the municipality.

IN WITNESS WHEREOF, we hereunto set our hands and seals, this ELEVENTH day of SEPTEMBER, 1998.

Signed and sealed in the presence of

FLUOR DANIEL GTI, INC.

 (SEAL)

NATIONAL UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA

 (SEAL)
ROBERT E. SHAW, JR., ATTORNEY-IN-FACT

AGENT'S POWER OF ATTORNEY MUST BE ATTACHED

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---David H. Skillings, Robert E. Shaw, Jr., Sharon K. Martel: of South Freeport, Maine---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

this 27th day of July, 1998.



Lawrence W. Carlstrom

Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, Pa.
Vice President, American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK}ss.

On this 27th day of July, 1998, before me came the above-named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Deborah A. Hayman

DEBORAH A. HAYMAN
Notary Public, State of New York
No. 01H45081428
Qualified in Suffolk County
Commission Expires June 30, 1999

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate 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 when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa., do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this 11TH day of SEPTEMBER, 19 98.



Elizabeth M. Tuck
Elizabeth M. Tuck, 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: September 23, 1998

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

line within the right-of-way of Burmaster Rd and Missel Thrush Rd, Austin, Texas
as follows: (give location, length, general design, etc.)

See attached map for monitor well locations. The wells will extend
vertically to an approximate depth of (40) ft each. The wells
will be constructed of 2-inch PVC casing and screen. See attached
monitor well schematic.

The ^{MW's} 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)

The location and description of the proposed ^{MW's} line and appurtenances is more fully shown
by copies of drawings attached to this notice.

The attached Access Agreement document/letter.
Construction of ^{the MW's} this line is proposed to begin on or after the 30 day of October 1998.

APPROVAL

Firm: Fluor Daniel GTI

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

Almon Ali Mo
Authorized Signature

Omar Almons Ali, Site Manager
Printed Name

Address: Fluor Daniel GTI, Inc.
2525 Ridgepoint Dr, Suite 300
Austin, Texas 78754

Phone: (512) 928-8051Fax: (512) 928-0077

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.

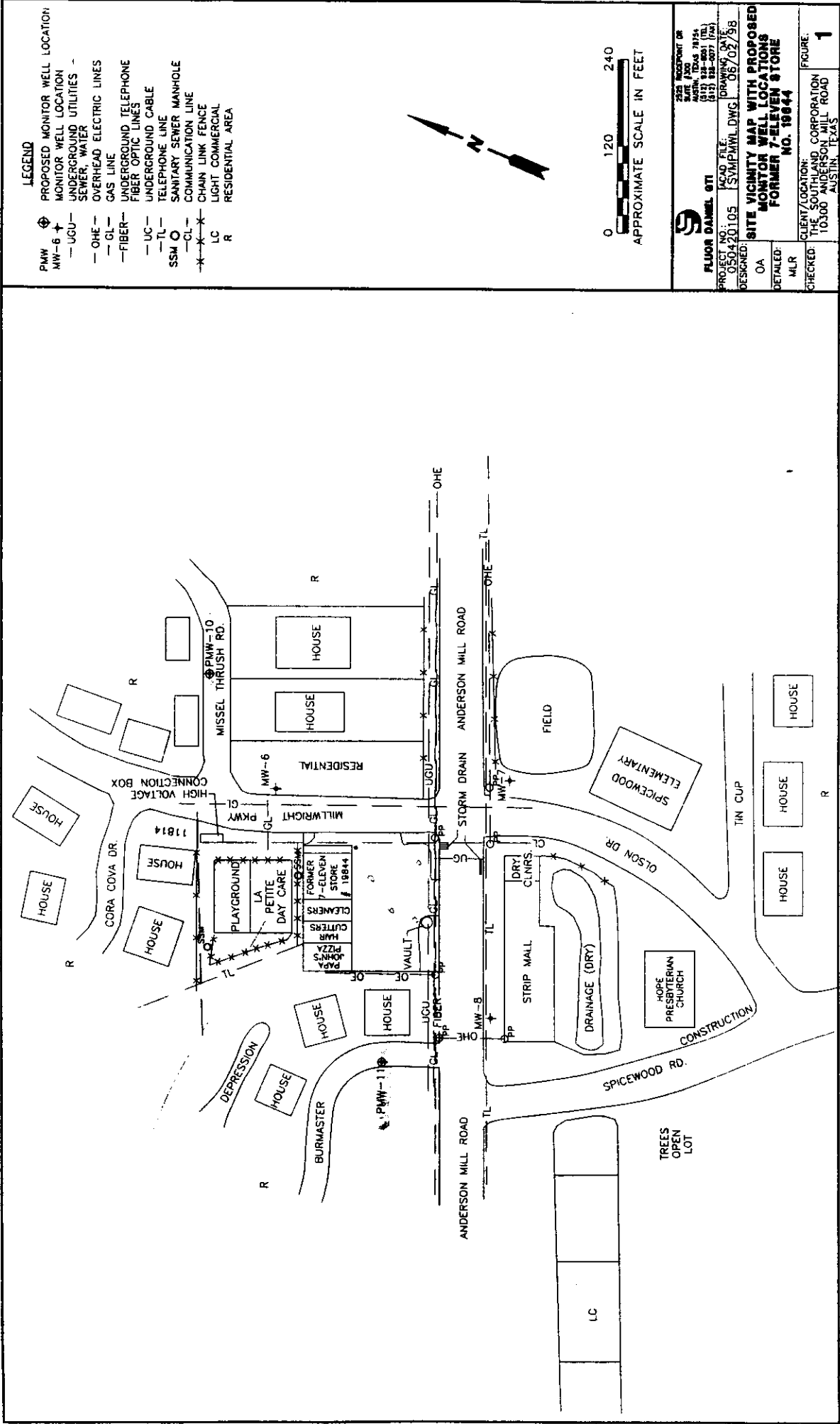
APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

BY: John C. Daerfler
COUNTY ROAD ADMINISTRATOR

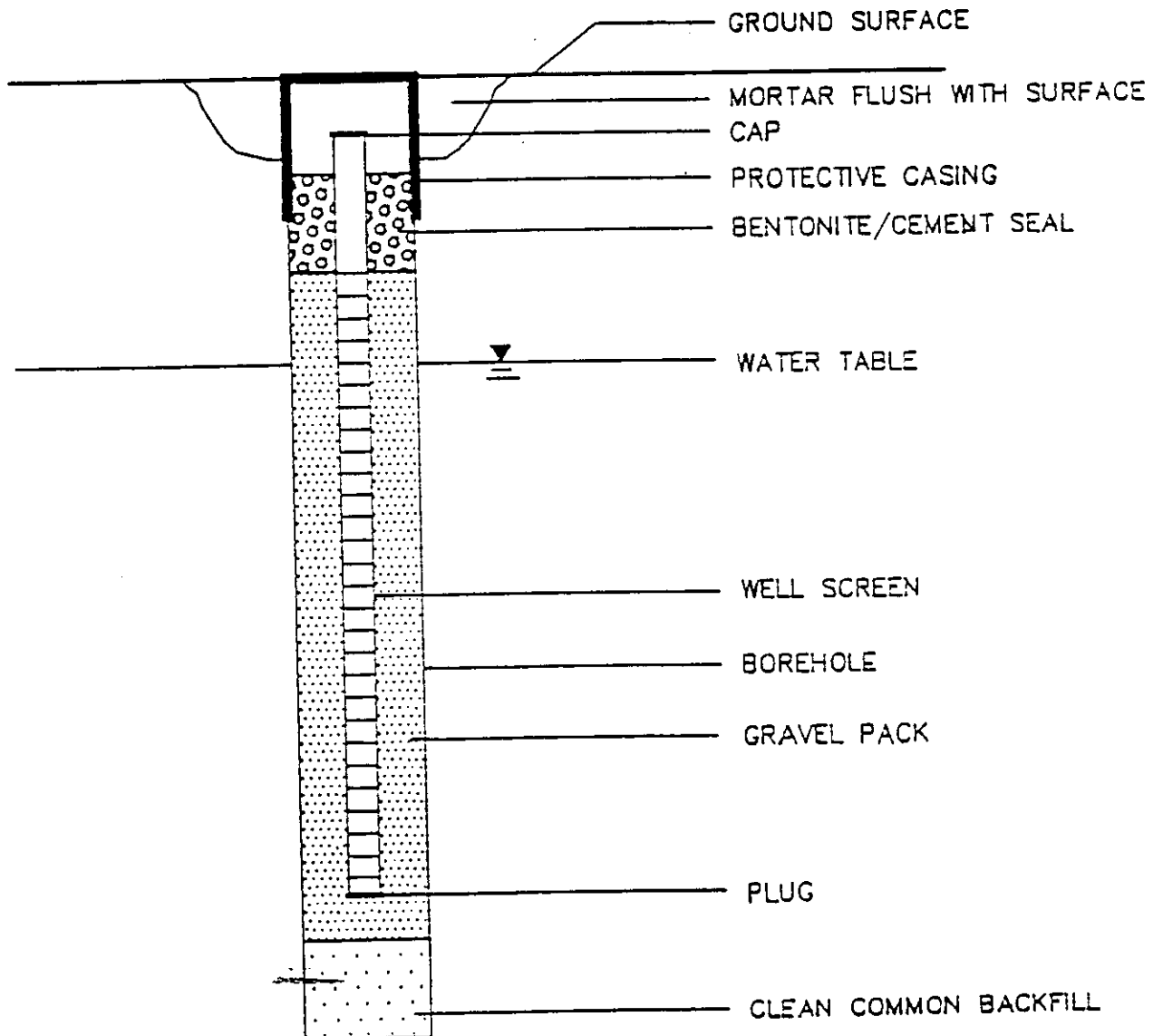
DATE: 10-6-98

9-25-98

R. J.R. J.



MONITORING WELL SCHEMATIC: SHALLOW WATER TABLE



NOTE: DRAWING NOT TO SCALE

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Highway Safety Service Co., Inc.
12909 Dessau Road Austin, Texas 78754
Phone: (512) 990-9525 Fax: (512) 990-0336

To: Omar Almon's IIIDate: 9-23-98

Attn:

From: JimNumber of pages following cover sheet: 1

=====

OMAR -TRAFFIC CONTROL PRICE FOR1 LOCATION AND LATER TO BEMOVED TO ANOTHER LOCATIONIN THE SAME DAY\$ 340.⁰⁰ + TAX.TRAFFIC CONTROL PLAN TO COA.INCLUDED.Thanks Omar,Jim

Traffic Control * Pavement Marking * Signs * Safety Products

VOL 0100 PAGE 542

DESCRIPTION:

DATE:

SEE STANDARD DETAIL SHEET
804-2G FOR DEVICE SPACING.

CITY OF AUSTIN
PUBLIC WORKS AND TRANSPORTATION DEPARTMENT

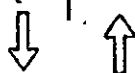
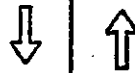
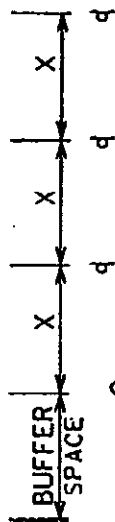
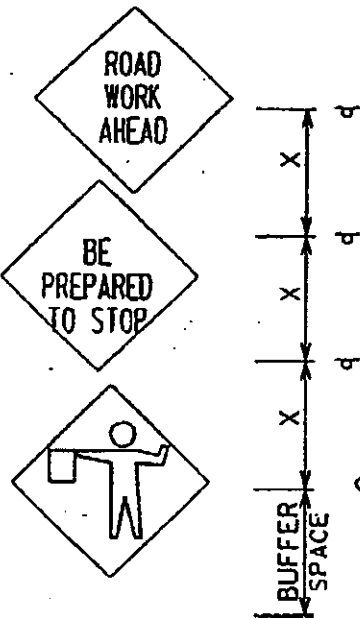
- HSS -

FLAGGER SETUP FOR VEHICLES
ENTERING AND EXITING WORK SITE

ADOPTED:
SCALE:
INITIAL:

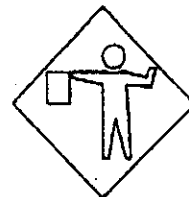
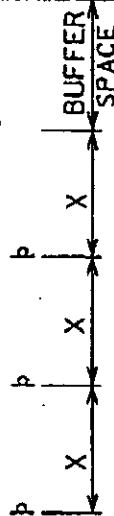
STANDARD NO.

804-2C



CONSTRUCTION SITE

VEHICLES
ENTERING & EXITING
IN THIS AREA



CONTRACTOR'S LIABILITY AGREEMENT

VOL 0100 PAGES 543

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. N/A
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.

Sep. 22, 1998
DATE

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

Omar Almonsi
SIGNED

Omar Almonsi - Agent for The Southland
CONTRACTOR (PRINT NAME)

2525 Ridgely Dr, Suite 300
ADDRESS

Austin, TX 78754
CITY, STATE, ZIP CODE

(512) 928-8051
PHONE

VOL 0100 PAGE 544

AGENDA ITEM # 16

October 6, 1998

Consider setting date to re-advertise for crushed limestone products east of Interstate 35.

Moved: Commissioner Mehevec

Seconded: Commissioner Hays

Motion: To set date to re-advertise for bids for crushed limestone products east of Interstate 35.

Commissioner Mehevec withdrew his motion.

Commissioner Hays withdrew his second to the motion.

Moved: Commissioner Mehevec

Seconded: Commissioner Hays

Motion: To rescind approval of minutes of meeting of September 29, 1998.

Vote: Motion failed 2 - 3 with Judge Doerfler, Commissioners Heiligenstein and Boatright voting against the motion.

AGENDA ITEM # 17

October 6, 1998

Consider re-awarding various annual bids.

Assistant County Auditor Ginny Atkinson distributed a listing of annual bids recommended for re-awarding for fiscal year 1999.

Lumber & Nails

Granger Lumber Company

Reinforcing Steel Supply

Road Striping

Austin Light & Barricade d/b/a Campbell Centex (formerly Campbell Industries, Inc.)

Sand

Capitol Aggregates, Ltd.

Uniforms for Unified Road System

Cintas Corporation

Welding Gases

Kennedy Airgas

Welding Supplies

Kennedy Airgas

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve re-warding annual bids as listed above.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais.

< Clerk copy here >