

AGENDA ITEM # 21

August 10, 1999

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Consider adopting tentative salaries and other compensation for elected officials and authorize publication of notice.

Judge Doerfler advised when the proposed salaries are published in the newspaper, a lesser salary can be awarded but not larger than the published amount.

Moved: Commissioner Boatright

Seconded: Commissioner Limmer

Motion: To adopt tentative salaries and other compensation for elected officials and authorize publication of notice .

Vote: Motion carried 5 - 0

Moved: Commissioner Heiligenstein

Seconded: Commissioner Limmer

Amended motion: To adopt tentative salaries and other compensation for elected officials and authorize publication of notice with changes as follows:

Tax Assessor/Collector \$62,000.00

County Treasurer 49,400.00 plus 5%

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

AGENDA ITEM # 22

August 10, 1999

Hear report from delinquent tax attorneys.

Harvey Allen of McCreary, Veselka, Bragg and Allen Attorneys reported on collection of delinquent taxes for Williamson County and taxing units for which the county tax office collects. May 31, 1999, ended second year representation of Williamson County by the tax attorneys.

Mr. Allen reported on collections from July 1, 1997, through June 30, 1999, and answered all questions.

AGENDA ITEM # 23

August 10, 1999

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Consider approving proposal for professional services from Baker-Aicklen for feasibility study on 179 acre tract on County Road 110.

Moved: Commissioner Hays

Seconded: Commissioner Heiligenstein

Motion: To approve \$8,900.00 proposal for professional services from Baker-Aicklen for feasibility study on 179 acre tract on County Road 110.

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

< Clerk copy here >

July 30, 1999

No. 99-3067

WILLIAMSON COUNTY
710 Main Street, Suite 201
Georgetown, Texas 78626

Attn.: Judge John Doerfler

Re: **Proposal for Professional Services**
185 Acre Tract, County Road 110, Georgetown, Texas
Development Feasibility Study

Dear County Judge & Commissioners:

We are pleased to submit our proposal for providing professional engineering services related to the above referenced tract. Basically, our proposal provides for the preparation of a development feasibility study to determine the current status of the 185-acre tract, establish what will be required for development, and give the County information to assist them in deciding to purchase tract.

Below is a more specific list of our proposed Scope of Services, Clarifications and Basis of Compensation

SCOPE OF SERVICES

A. DEVELOPMENT FEASIBILITY STUDY

1. Gather, assemble and review pertinent data. Use record information to the extent possible.
2. Develop a map covering the area from record information.
3. Visit with City to discuss the project with the goal of identifying potential site development plan expansion constraints.
4. Investigate if tract is a candidate for legal lot status. Submitting application and City fee are not included in scope.
5. Investigate development ordinances, allowable impervious cover, access, and environmental regulations.
6. Visit with appropriate utility entities to determine requirements for obtaining water and wastewater services, as appropriate. Included will be a preliminary determination as to whether wastewater from tract will have to be lifted (pumped).
7. Gather data from TXU Communications/Southern Union Gas on the location and availability of electric and natural gas.

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WILLIAMSON COUNTY
July 30, 1999
Page 2

185-Acre Tract on C.R. 110, Georgetown, Texas
Development Feasibility Study
Proposal No. 99-3067

8. Retain and/or arrange for Environmental Services subconsultant to complete a Phase I Environmental Assessment.
9. Retain and/or arrange for Surveyor of record to update Land Title Survey.
10. Prepare report, addressing but not necessarily limited to, the following:
 - a. Location
 - b. Land status
 - c. Topography, vegetation & soils
 - d. Zoning
 - e. Environmental
 - f. Utilities
 - g. Access
 - h. Stormwater/flood plain
 - i. TNRCC requirements
 - j. Easements/restrictive covenants
11. Present findings to County.

B. ENVIRONMENTAL SITE ASSESSMENT, PHASE I

1. Refer to attached proposal from Horizon.
2. Horizon may contract directly with the County, if desired.

C. LAND TITLE SURVEY UPDATE

1. Refer to attached proposal from Crichton & Associates.
2. Crichton & Associates may contract directly with the County, if desired.

CLARIFICATIONS

This proposal does not include field surveying other than verifying existing wastewater main flowline and Land Title Survey update, legal lot application preparation, subsurface exploration, site planning, subdivision services, site engineering, site development permitting or construction phase services. Client shall furnish title search data, or this can be obtained by Baker-Aicklen & Assoc., Inc. and paid as a reimbursable expense. Client shall furnish available data to include existing survey. Baker-Aicklen & Assoc., Inc. will furnish four bound copies of the study for client's use.

BASIS OF COMPENSATION

Due to the uncertainty of the services involved, we propose to provide the above described Scope of Services on an hourly-charge plus reimbursable expense basis. The hourly rate will be in accordance with the attached hourly rate sheet. The following is a listing of our estimation of the cost for the major item of work.

WILLIAMSON COUNTY
July 30, 1999
Page 3

185-Acre Tract on C.R. 110, Georgetown, Texas
Development Feasibility Study
Proposal No. 99-3067

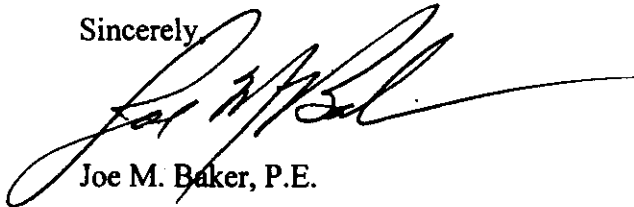
A. Development Feasibility Study	\$3,500
B. Environmental Site Assessment – Phase I	3,900
C. Land Title Survey Update	<u>1,500</u> (+ tax, if appropriate)
TOTAL	\$8,900 (+ tax, as appropriate)

This amount is not to be considered a maximum. We agree to perform the services as detailed. The only revisions to our agreement will be any change in original scope of work and we will obtain your concurrence to a scope change prior to performing any additional work. The firm's professional liability is limited to the total amount of compensation to a maximum of \$50,000.

If this proposal is acceptable, please endorse the enclosed agreement and return a copy to our office for our files. Due to your time deadline, we have commenced the initial stages of the work with no obligation on the County's part to pay, if proposal is not acceptable.

Thank you for the opportunity to submit this proposal. We appreciate your consideration of our firm in this regard and look forward to being of continued service to you.

Sincerely,



Joe M. Baker, P.E.

JMB:ek

Enc.

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PROFESSIONAL SERVICES AGREEMENT

WILLIAMSON COUNTY, as CLIENT engages Baker-Aicklen & Associates, Inc. as ENGINEER to perform professional services for the assignment described as follows Development Feasibility Study for a 185.435 Acre Tract, County Road 110, Georgetown, TX. See attached letter proposal No. 99-3067 dated 07/30/99.

- I. SERVICES: ENGINEER agrees to perform Basic Services and Additional Services in conformance with the following descriptions, definitions, terms and conditions.
 - A. BASIC SERVICES:
See attached letter proposal No. 99-3067 dated 07/30/99.
 - B. SPECIAL SERVICES: All work performed by ENGINEER which is either described in this paragraph or not included in the Basic Services defined above, shall constitute Special Services. These shall include:
 1. Travel and subsistence to points other than ENGINEER'S or CLIENT'S offices and project site.
 2. Copies of final reports, studies, drawings and other data in excess of one (1) set.
 3. Revisions to approved reports, studies, drawings and other data.
 4. Other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.
- II. COMPENSATION: CLIENT agrees to pay ENGINEER for above described services in accordance with the following descriptions, definitions, terms and conditions.
 - A. BASIC SERVICES: Compensation will be on an hourly basis.
 - B. ADDITIONAL SERVICES: ENGINEER'S compensation will be on an hourly-charge basis for personal services (defined below) plus Reimbursable Expenses (defined below):
 1. HOURLY CHARGE: Hourly charges are to be based on the current Standard Rate Schedule effective at the time of billing. The current Standard Rate Schedule effective August 1, 1998, is attached.
 2. REIMBURSABLE EXPENSES: Expenses in connection with Additional Services shall include transportation and subsistence, cost of ENGINEER'S field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
 - a. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates if destination exceeds a 50-mile radius of ENGINEER'S office.
 - b. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
 - c. All others: actual cost to ENGINEER plus 10% service charge.
- III. PAYMENTS: ENGINEER will invoice CLIENT semi-monthly in amounts based on ENGINEER'S estimate of the portion of the Basic Services completed, plus charge for Special Services performed. CLIENT agrees to promptly pay ENGINEER at his office in Williamson County, Texas, the full amount of each such invoice upon receipt. A charge of 1.5% per month may be added to the unpaid balance of invoices not paid within 30 days after date of invoice. If the invoice is not paid within 60 days ENGINEER may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainer shall be credited on the final invoice.
- IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, CAD files, estimates, specifications, field notes and data are and shall remain the property of ENGINEER; however, Client will be furnished, upon request duplicate copies of original drawings, CAD files and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.
- V. INSURANCE: ENGINEER agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.
- VI. LIABILITY LIMITATION: ENGINEER shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall ENGINEER'S liability exceed amount of the total compensation received by ENGINEER under this Agreement, limited to a maximum of \$50,000.
- VII. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- VIII. TERMINATION:
 - A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.
 - B. COMPENSATION PAYABLE ON TERMINATION: On Termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER with respect to Basic Engineering Services which have been completed an amount fixed by applying the rate specified for Special Services in paragraph II. B to all Basic Services performed to the date of termination, plus an amount fixed by applying the rate specified in paragraph II. B to all Additional Services performed to date of termination (including all Reimbursable Expenses incurred).
- IX. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- X. SPECIAL PROVISION: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:
Attached letter proposal No. 99-3067 dated 07/30/99 forms a part of this agreement.
- XI. INVALIDATION: If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.
- XII. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

By: Williamson County
John C. Dausler
Date: 8-10-99

BAKER-AICKLEN & ASSOCIATES, INC. 108
By: [Signature]
Date: 7/30/99

STANDARD RATE SCHEDULE
(Labor Rate Table 34)

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Effective August 1, 1998, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Project Engineer	\$100.00 per hour
Staff Engineer	\$85.00 per hour
Project Surveyor	\$80.00 per hour
Project Designer/Coordinator	\$70.00 per hour
Staff Surveyor/Engineering Assistant/ GPS Processor	\$65.00 per hour
Senior Engineering/Surveying CAD Technician/Designer	\$55.00 per hour
Engineering/Surveying/CAD Technician/Designer	\$50.00 per hour
CAD Draftsman/Field Representative	\$45.00 per hour
Secretary	\$45.00 per hour
Expert Witness/Testimony/Deposition Services	Two Times Rates
Principal (as appropriate)	\$120.00 per hour

FIELD PARTY SERVICES

	<u>Rates</u>
1-Man Field Party	\$ 65.00 per hour
2-Man Field Party	\$ 90.00 per hour
3-Man Field Party	\$110.00 per hour
4-Man Field Party	\$130.00 per hour
GPS Field Unit with Operator (Note 5)	\$100.00 per hour
GPS Field Unit without Operator (Note 5)	\$60.00 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles (Note 1)	\$ 0.35 per mile
By Firm's Survey Trucks (Notes 1, 2, 3 & 4)	\$ 0.35 per mile
Subsistence of Out-of-City Work	\$100.00 per day
Reproduction & Printing by Firm,	Prevailing Com-
Survey Stakes, Lathes, Iron Rods	mercial Rates Or
and other Direct Expense.....	Cost, Plus 10%

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Party stand-by time will be charged for at the above-shown appropriate rates.
5. Rates apply to actual time GPS units are in use. All other time will be charged at appropriate normal field party rates.
6. The firm's professional liability is limited to the total amount of compensation associated with a specific project up to a maximum of \$50,000.

 **Baker-Aicklen
& Associates, Inc.**
Engineers/Surveyors

PROFESSIONAL SERVICES AGREEMENT

WILLIAMSON COUNTY, as CLIENT engages Baker-Aicklen & Associates, Inc. as ENGINEER to perform professional services for the assignment described as follows Development Feasibility Study for a 185.435 Acre Tract, County Road 110, Georgetown, TX. See attached letter proposal No. 99-3067 dated 07/30/99.

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Williamson County

BAKER-AICKLEN & ASSOCIATES, INC.

By:

By:

Date:

Date:

110

7/30/99

STANDARD RATE SCHEDULE
(Labor Rate Table 34)

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Effective August 1, 1998, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
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Project Designer/Coordinator	\$70.00 per hour
Staff Surveyor/Engineering Assistant/ GPS Processor	\$65.00 per hour
Senior Engineering/Surveying CAD Technician/Designer	\$55.00 per hour
Engineering/Surveying/CAD Technician/Designer	\$50.00 per hour
CAD Draftsman/Field Representative	\$45.00 per hour
Secretary	\$45.00 per hour
Expert Witness/Testimony/Deposition Services	Two Times Rates
Principal (as appropriate)	\$120.00 per hour

FIELD PARTY SERVICES

	<u>Rates</u>
1-Man Field Party	\$ 65.00 per hour
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DIRECT EXPENSES

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By Firm's Survey Trucks (Notes 1, 2, 3 & 4)	\$ 0.35 per mile
Subsistence of Out-of-City Work	\$100.00 per day
Reproduction & Printing by Firm,	Prevailing Com-
Survey Stakes, Lathes, Iron Rods	mmercial Rates Or
and other Direct Expense.....	Cost, Plus 10%

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
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5. Rates apply to actual time GPS units are in use. All other time will be charged at appropriate normal field party rates.
6. The firm's professional liability is limited to the total amount of compensation associated with a specific project up to a maximum of \$50,000.

 **Baker-Aicklen
& Associates, Inc.**
Engineers/Surveyors

*Over 10 Years of Quality Service!***ENVIRONMENTAL SERVICES, INC.**

21 July 1999

Tony Prete
Baker-Aicklen & Associates, Inc.
203 E. Main Street, Suite 201
Round Rock, TX 78664

HPN 99-255

RE: Proposal for services requested on approximately 179-acre Georgetown tract, Williamson County, Texas.

Dear Mr. Prete:

Pursuant to your recent request, Horizon Environmental Services, Inc. (Horizon) is pleased to submit this bid to perform a Phase I Environmental Site Assessment (ESA) for the above mentioned subject site. Horizon's Scope of Work, Estimated Cost, and Schedule are provided below.

SCOPE OF WORK

The purpose of a Phase I ESA is to identify, to the extent feasible, recognized environmental conditions on the above referenced property. Horizon's Scope of Work for the Phase I Environmental Site Assessment is attached.

ESTIMATED COST

The estimated cost to perform the work effort proposed herein is \$3400 for the Phase I ESA. This estimated cost is not to be exceeded without your approval. This estimated cost also assumes that the 50-year title search will be straightforward and provided by the client. If you desire for Horizon to provide the title work, an additional \$300 will be needed for each legal tract of land. In the event that ownership of any tract rests with more than 2 owners and the chain of title proves to be complicated, an increase in cost can be expected.

At this time, no Phase II on-site sampling activities are included within the estimated cost. If sufficient environmental concerns are discovered during the performance of the ESA, Horizon will advise the client regarding Phase II sampling activities.

INFORMATION NEEDS

Horizon will require the following information to perform the proposed work:

1. Legal description. Lot, block, and subdivision description, if applicable; or a copy of the metes and bounds description, including survey name and abstract number, from a prior recorded instrument or surveyors field notes covering the subject property.
2. Map section showing the location, topography, and shape of subject property in detail sufficient to identify the property.
3. Description of any structures that exist on the subject property, including age, size, and use (as applicable).
4. Contact person authorized to schedule access to the subject property.

P99-255.pi

AUSTIN • BEAUMONT • SHREVEPORT
P.O. Box 162017 • Austin, Texas 78716 • 2600 Dellana Lane, Suite 200 • Austin, Texas 78746
(512) 328-2430 • FAX (512) 328-1804 • Email: horizon@horizon-esl.com

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Horizon

ENVIRONMENTAL SERVICES, INC.

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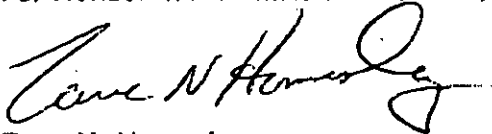
5. Names and phone numbers of the owner and any major occupant of the subject property. If there is no major occupant, Horizon must question at least 10% of the occupants. In addition, Horizon must have access to speak with any occupant likely to be using, treating, generating, storing, or disposing of hazardous substances or petroleum products on or from the property.
6. Provide knowledge of any environmental liens or violations on-site, or any specialized knowledge about previous ownership or uses of the subject property that may help Horizon in identifying any recognized environmental conditions.
7. Notify Horizon if property has changed ownership since the original chain-of-title report was prepared.

SCHEDULE

Horizon will provide the results of the work effort within 30 days from the client's "notice to proceed" and receipt of the property-specific information listed above. If this proposal is acceptable, please sign below and return a copy as Horizon's "notice to proceed".

Horizon looks forward to working with you on this project. If you have any questions or desire additional information, do not hesitate to call.

Sincerely,
For Horizon Environmental Services, Inc.



Zane N. Homesley
Environmental Specialist

Person Responsible for Authorization and Payment Date

Organization

Billing Address

Phone /Fax

Terms: Payment due upon receipt of the report.
Amounts due after 30 days subject to service charge.



PRINTED ON RECYCLED PAPER



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MEMORANDUM

DATE: 28 May 1996

FROM: Horizon Environmental Services, Inc.

TO: Horizon Clients Furnishing Title Information

SUBJECT: Minimum Title Information Required for Phase I Environmental Assessments

MESSAGE: Where the client proposes to furnish required evidence of title ownership information, the following minimum details must be furnished:

- *1. Lot, block, and subdivision description, if applicable; or metes and bounds description, including survey name and abstract number, from prior recorded instrument or surveyors' field notes covering the property under search.
- *2. Map section indication location and configuration of the property under consideration in detail sufficient to identify the property.
3. A regular chain of conveyances or devolution of title by inheritance, covering a minimum of 50 years and identifying all owners, lessees, holders of easements, and others whose possession is reflected by recorded instruments.
4. All items reported must include date of execution of the instrument, recording reference, grantor, grantee, type of instrument, and brief description of the property rights affected. Information on wills admitted to probate should identify all devisees taking an interest in the property; affidavits of heirship should identify all heirs at law.

Where the client's agreement to furnish title information was taken into account in estimating the fee for services, failure to substantially comply with the above guidelines may necessitate additional time and charges for Horizon personnel to acquire the needed information.

*Information needed from client if Horizon conducts chain of title search.

Horizon

ENVIRONMENTAL SERVICES, INC.

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SCOPE OF WORK PHASE I ENVIRONMENTAL SITE ASSESSMENT

The following presents Horizon Environmental Services, Inc.'s (Horizon) scope of work for the performance of a Phase I Environmental Site Assessment. Work activities and sources of information described herein represent a minimum effort, and other inquiries during the course of the assessment will be based upon an evaluation of the site-specific circumstances of the subject property.

The Phase I Environmental Site Assessment for the subject property will be performed in accordance with customarily accepted good and sound professional practices and procedures at the time the work is undertaken. Horizon assumes no responsibility for the accuracy of property-specific information provided by its client (or its client's agent) and/or federal, state, or local agency file information. Moreover, Horizon assumes no responsibility for client liabilities and related costs which may arise in the future from property features which could not have been reasonably identified at the time work is performed.

1.0 HISTORICAL LAND USE REVIEW

A historical land use review of the subject property and any improvements will be performed regardless of current ownership or title. Sources of information to be reviewed include the following:

- 1.1 Property abstracts or title search and governmental records. Chain of title documents for a minimum of 50 years, as available.
- 1.2 Aerial photographs for past 50 years, as available.
- 1.3 U.S. Geological Survey maps.
- 1.4 Business listing.
- 1.5 Street directories.
- 1.6 Sanborn Maps (insurance company maps showing locations of businesses), as available.
- 1.7 Interviews with neighbors or other knowledgeable persons in the site area to determine prior land use of the subject property, adjacent properties, and surrounding area. *Client confidentiality will be recognized.*
- 1.8 Plats and surveys, building and/or site development plans as required (e.g., potential asbestos usage).
- 1.9 Information pertaining to stormwater runoff management (i.e., contaminated area or landfill as opposed to flood control runoff).
- 1.10 Radon evaluation: If onsite structures exist, review the property for location within an area with a known potential for radon exposure and accumulation.

2.0 REVIEW OF CORPORATE AND GOVERNMENTAL RECORDS

A thorough review of corporate and/or governmental records related to the subject property will be performed. This work activity will include the following:

- 2.1 Interviews with officials and/or review records of federal, state, and local (e.g., city, county, or municipality) environmental authorities to determine:
 1. Whether site is subject to pending enforcement actions, consent orders, notices of violations or cleanup orders; and
 2. Whether any existing onsite activities require environmental permits or other authorizations, and determine if permits are current and adequate as required under current legislation.

Agency interviews and record search will include the following, as applicable:

1. U.S. Environmental Protection Agency (EPA);
2. Texas Natural Resource Conservation Commission (TNRCC);
3. Texas Water Development Board (TWDB);
4. Texas Department of Health (TDH);
5. Railroad Commission of Texas (RCT);

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6. Texas Historical Commission (THC);
 7. Local environmental health department;
 8. Title records at the County Clerk's office and/or the title company; and
 9. Other boards and agencies whose actions may affect the subject property and/or neighboring properties.
- 2.2 Review Texas Natural Resource Conservation Commission files and those of other appropriate local agencies for registration of above-ground and/or underground storage tanks on or immediately adjacent to the subject property.
 - 2.3 Determine location and proximity of site to water supply wells and whether state, county or other agencies restrict the use of local ground water.
 - 2.4 Review agency records regarding history of compliance with federal, state, and local laws and regulations (e.g., agency site inspection reports), as applicable.
 - 2.5 Determine whether the subject property or adjacent properties are NPL-listed, on CERCLIS or on state hazardous waste site list.
 - 2.6 Review governing agencies files and inspect the subject property for active or inactive oil and/or gas wells and pipelines.

3.0 ONSITE INVESTIGATION

A specific onsite investigation will be performed (i.e., aerial survey, if justified by property size -a walk-over will be performed in all circumstances). The onsite investigation will include observation of physical conditions of land and structures or improvements of the subject property for potential indicators of hazardous substance contamination or other environmental problems. Observations of the land, structures, and improvements for potential indicators of hazardous substance contamination or other environmental problems related to properties immediately adjacent to the subject property will also be performed. Representative photographs of the subject property and adjacent properties will be taken to document conditions at the time of the onsite investigation.

During the onsite visit, certain features of the subject property and adjacent properties will be investigated. These features will include, but are not necessarily limited to:

- 3.1 Leaking pipes associated with onsite structures.
- 3.2 Electrical transformers (where possible, manufacturer and size will be noted and ownership determined).
- 3.3 Tanks, drums, barrels or containers, or any machinery or other operating equipment.
- 3.4 Spills around loading docks, raw material storage area, surface drains or maintenance areas.
- 3.5 Discolored or stained soils.
- 3.6 Distressed or dead vegetation or wildlife.
- 3.7 General air quality, including noticeable fumes or odors.
- 3.8 Discolored water surfaces (e.g., pools, lagoons, drainage ditches, canals, reservoirs, etc.).
- 3.9 Unusual topographical features of ground surface such as depressions or rises which may indicate buried materials, where apparent and not obscured by landscaping or construction.
- 3.10 Evidence of hazardous or toxic materials usage, material storage, and improper fuels management, as applicable.
- 3.11 General determination of the existence of wildlife habitat, wetlands, beach frontage, swamps, surface water or other natural resources on the subject property and any noticeable destruction or disruption to same as a result of existing and/or previous land use.
- 3.12 Suspected uses of properties in the surrounding area to determine likelihood of contamination of subject property from third-party sources.
- 3.13 Presence of underground or above ground storage tanks for petroleum or non-petroleum products.
- 3.14 Presence of oil and/or gas wells and associated transportive systems (e.g., pipelines, gathering lines, etc.).
- 3.15 Investigation of buildings on the subject property for presence of possible contaminants (e.g., asbestos, PCB, and lead in drinking water, and/or paint).





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(Does not include specific sampling and analysis.)

Attachment A provides Horizon's onsite investigation checklist.

4.0 REPORT

Two copies of a written report will be prepared presenting the findings of the Phase I Environmental Site Assessment. The report will include:

- 4.1 Site name, location (i.e., address, city, county, and state), and legal description.
- 4.2 A general description of the subject property improvements and surrounding property usages.
- 4.3 The date(s) and person(s) performing the site inspection and accreditation(s).
- 4.4 Maps or site plans representing both site and the surrounding area properties.
- 4.5 Current aerial (as available) and site inspection photographs of the subject property and its environs.
- 4.6 Copy of any current site sampling results and laboratory report, as applicable.
- 4.7 Overview of compliance history and surrounding environment of the subject property, as applicable.
- 4.8 Actual and potential problems identified from site records and/or inspection, if any.
- 4.9 Recommended tests necessary to confirm or disprove and to evaluate and quantify problems identified during Phase I, to be performed during a Phase II site assessment, as applicable.
- 4.10 Chronology and sources of the information reviewed and the persons interviewed.
- 4.11 Professional qualifications of all individuals involved in the performance of the site assessment.

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ATTACHMENT A
ON-SITE INVESTIGATION CHECKLIST - PHASE I

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ENVIRONMENTAL SITE INSPECTION REPORT - PHASE 1

ENVIRONMENTAL SERVICES, INC.

Project Name: _____ Job No.: _____ Date: _____
Address: _____ Acreage: _____
Legal Description: _____ Photographs: _____ Yes _____ No
Site Contact: _____ Inspectors: _____

*** SITE FEATURES ***

1) Land Use:	Site	N	Adjacent S	E	W	4) Topography:	7) Site Access:	
Vacant	_____	_____	_____	_____	_____	Flat	Yes	No
Single Resident.	_____	_____	_____	_____	_____	Rolling	Locked Fence	_____
Multiple Resident.	_____	_____	_____	_____	_____	Steep	Security	_____
Commercial	_____	_____	_____	_____	_____		Open	_____
Industrial	_____	_____	_____	_____	_____		Denied	_____
2) Vegetation:						5) Sewage Treatment:	8) Water Supply	
_____ Sparse						_____ None	_____ None	
_____ None						_____ Municipal	_____ Well	
_____ Dense						_____ Private	_____ Municipal	
_____ Void/Dead Areas						_____ Unknown	_____ Unknown	
3) Buildings Present:	_____ Yes	_____ No				6) Local Drainage Features		
Occupied	_____ Yes	_____ No				_____ Ditches	_____ Lakes	
Evidence of Previous Structures:	_____ Yes	_____ No				_____ Creek	_____ Ponds	
Accessed:	_____ Yes	_____ No				_____ Bayou	_____ Seeps	
						_____ Storm Drainage	_____ Standing Water	
						_____ Springs		

*** ON-SITE ENVIRONMENTAL OBSERVATIONS ***

9) Pipe Outfalls/Discharges:					18) Tank Trucks:			
_____ Observed	_____ Not Observed	_____ N/A			_____ Observed	_____ Not Observed	_____ N/A	
10) Fill Piles:					19) Ponds/Lagoons:			
_____ Observed	_____ Not Observed	_____ N/A			_____ Observed	_____ Not Observed	_____ N/A	
11) Building Sumps:					20) Subsidence:			
_____ Observed	_____ Not Observed	_____ N/A			_____ Observed	_____ Not Observed	_____ N/A	
12) Electrical Transformer/Capacitors:					21) Drums:			
_____ Observed	_____ Not Observed	_____ N/A			_____ Observed	_____ Not Observed	_____ N/A	
_____ Onsite	_____ Offsite							
13) Underground Storage Tanks:					22) Waste Piles:			
_____ Observed	_____ Not Observed	_____ N/A			_____ Observed	_____ Not Observed	_____ N/A	
14) Above-Ground Storage Tanks:					23) Chemical Storage Area:			
_____ Observed	_____ Not Observed	_____ N/A			_____ Observed	_____ Not Observed	_____ N/A	
15) Surface Spillage Areas:					24) Pipeline Easements:			
_____ Observed	_____ Not Observed	_____ N/A			_____ Observed	_____ Not Observed	_____ N/A	
16) Smoke Stacks:					25) Asbestos:			
_____ Observed	_____ Not Observed	_____ N/A			_____ Observed	_____ Not Observed	_____ N/A	
17) Interviews:	_____ Yes	_____ No			26) Easements:	_____ Pipeline	_____ Sewer	
					_____ Other	_____ Water	_____ Electric	

*** SITE USE ***

% of total acreage

Buildings:	_____	Pavement:	_____	Cleared Not Used:	_____
Parking:	_____	Concrete:	_____	Uncleared Not Used:	_____
Streets:	_____	Asphalt:	_____	Cleared Used:	_____
Other:	_____				



Horizon
ENVIRONMENTAL SERVICES, INC.

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Comments:

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Recommendations:

Reviewed by: _____

Date: _____



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**CRICHTON AND ASSOCIATES, INC.
LAND SURVEYORS
107 NORTH LAMPASAS
ROUND ROCK, TEXAS 78664
512-244-3395-PHONE
512-244-9508-FAX**

July 30, 1999

Baker-Aiklen & Associates
Joe Baker
203 E. Main Street Suite 201
Round Rock, Texas 78664

**RE: SURVEY PROPOSAL ON UPDATING 184.4642 ACRES OUT OF THE WILLIAM ADDISON
SURVEY ABSTRACT 21 LOCATED ON COUNTY ROAD 110 IN WILLIAMSON COUNTY, TEXAS.**

This letter will serve as my proposal to perform the following scope of services on the property listed above:

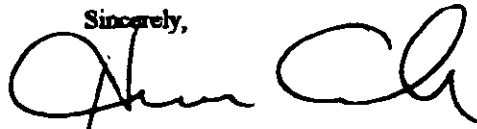
- 1.) Update survey locating improvements and visible utilities.
- 2.) Examine title commitment provided by you and address all easements and restrictions that apply to this tract of land.
- 3.) Prepare a survey plat reflecting the above stated items 1 and 2.

We will perform the above stated scope of services for a fee of \$1500.00 plus sales tax.

I expect completion of this survey within 15 working days from date of authorization.

I appreciate the opportunity to submit this proposal and welcome any questions you may have about it.

Sincerely,



Herman Crichton

If you choose to accept this survey proposal, please sign, date and return.

Joe Baker

Date

AGENDA ITEM # 24

August 10, 1999

Consider approving contract with Doyle Sebesta for professional services on Mayfield tract.

Commissioner Heiligenstein introduced Doyle and Carla Sebesta who discussed the Mayfield tract professional services process.

Moved: Commissioner Hays

Seconded: Commissioner Heiligenstein

Motion: To approve contract not to exceed \$2,000.00 with Sebesta and Associates.

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

< Clerk copy here >

Don't have
item 24
signed yet -