

AGENDA ITEM # 11April 13, 1999

Consider resolution requesting Texas Parks and Recreation Foundation to hold land for County for future parkland to aid County in obtaining a grant through Texas Parks & Wildlife Department.

Commissioner Heiligenstein advised this resolution would give the county leverage on obtaining grant funds for parkland.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To approve resolution requesting Texas Parks and Recreation Foundation to hold land for county for future parkland to aid county in obtaining a grant through Texas Parks & Wildlife Department.

Vote: Motion carried 5 - 0

< Clerk copy here >

THE STATE OF TEXAS

THE COUNTY OF WILLIAMSON

:

:

KNOW ALL MEN BY THESE PRESENTS

That on this, the 13 day of April, A.D. 1999, the Commissioners Court of Williamson County, Texas, met in duly called Session at the Courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge,

Mike Heiligenstein, Commissioner Precinct One,

Greg Boatright, Commissioner Precinct Two,

David Hays, Commissioner Precinct Three, and

Frankie Limmer, Commissioner Precinct Four;

and at said meeting, among other business, the Court considered the following:

#### RESOLUTION

WHEREAS, Williamson County is in the process of acquiring certain tracts of land to be utilized for park purposes; and,

WHEREAS, Williamson County desires, in the future, to apply for grants through the Texas Parks and Wildlife Department; and

WHEREAS, the Texas Parks and Recreation Foundation, a Texas non-profit corporation (the "Foundation") is dedicated solely to furthering the causes of public parks and recreation in the State of Texas; and

WHEREAS, the Foundation holds land for political subdivisions to aid in obtaining Texas Parks and Wildlife Department grants; and

NOW THEREFORE BE IT RESOLVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT

The County Judge request the Texas Parks and Recreation Foundation to act as its agent in the transfer of that certain parkland, as set forth in Exhibit "A", attached hereto, and further that the County Judge be authorized to execute any agreements necessary to effectuate said transfer.

The foregoing Resolution was duly moved by Commissioner Heiligenstein and seconded by Commissioner Hays, and was then adopted by a vote of 5 voting for and 0 voting against. County Judge John C. Doerfler was duly authorized to sign said Resolution as the act and deed of Commissioner's Court of Williamson County and of said County.

John C. Doerfler 4.13.99  
JOHN C. DOERFLER, County Judge

ATTEST:

Nancy E. Rister  
County Clerk

AGENDA ITEM # 12April 13, 1999Consider approving the following rural fire contracts:

Weir                      Taylor                      Coupland                      Hutto

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve rural fire contracts with Weir, Taylor, Coupland and Hutto.

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

THE STATE OF TEXAS

\*

\* KNOW ALL MEN BY THESE PRESENTS

\*

COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the Weir Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

## AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$ 15,722.00, in two (2) payments. The first payment being made within the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 1999. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during calendar year 1999.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. it is understood and agreed that the County as no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 31 day of MARCH, 1999

David E. Beckman  
 Asst. Chief WVFD

John C. Doerfler 4-13-99  
 Williamson County, Texas by  
 John C. Doerfler, by authority of  
 Williamson County