

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

< Clerk copy here >

THE STATE OF TEXAS

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* KNOW ALL MEN BY THESE PRESENTS

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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

THE STATE OF TEXAS

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* KNOW ALL MEN BY THESE PRESENTS

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COUNTY OF WILLIAMSON

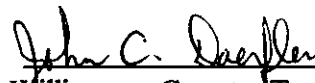
THAT Williamson County, Texas (County), and the Taylor Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

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 \$ 35,245.00 , 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 18 day of MARCH, 1999

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

THE STATE OF TEXAS

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* KNOW ALL MEN BY THESE PRESENTS

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COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the Coupland 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 \$ 18,401.00, 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 29 day of March, 1999.

Chief Tracy L. Gardner

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

THE STATE OF TEXAS

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* KNOW ALL MEN BY THESE PRESENTS

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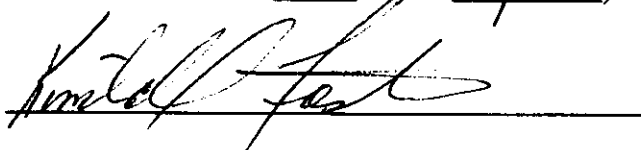
COUNTY OF WILLIAMSON

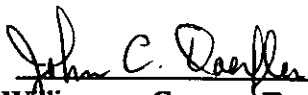
THAT Williamson County, Texas (County), and the Hutto Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

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 \$ 19,518.00, 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 4th day of APRIL, 1999.



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

AGENDA ITEM # 13**April 13, 1999****Discuss and take appropriate action on Appendix A5., Access to a Public Road, of the Williamson County subdivision regulations.**

County Engineer Joe England, 911 Addressing Emily Stluka and First Assistant County Attorney Dale Rye addressed the court requesting guidance on the unrecorded subdivisions having been divided according to the Elgin Bank case ruling since they have access to a public road. Instead of each residence building a driveway to the county road, numerous residences are sharing a common driveway creating a private road which has not been built to county specifications. The problem now has become addresses for these residences.

After much discussion the court decided to continue with the existing policy - when 3 or more houses exist, 911 will give the common driveway a street name, assign each residence a number and Road and Bridge will post a private road sign (black letters on white sign) **first time only** with the name followed by - Private Road.

A5. Access to Public Road

Except as provided in Section A8., a plat is always required if any daughter tract is created that does not have at least 50 feet of frontage on (and direct access to) a public road. Private roads and easements are not public roads; rights-of-way that have been dedicated to the public remain private until accepted by the county for maintenance. A "driveway" that is owned or used in common with other tracts is a private road.

This Section requires each separate tract to have 50 feet of separate frontage on a public road, to be used for access by that tract alone. If any daughter tract is out of compliance with this requirement, the subdivider must plat the entire subdivision (including any tracts that do have frontage). However, a tract of at least ten acres with less than 50 feet but at least 30 feet of frontage on a public road, connected to the main body of the tract by a driveway no less than 30 feet wide at its narrowest point, qualifies for this exemption if filing a plat is not required by some other provision of these Guidelines, provided that each deed conveying the tract must contain a notice that the tract may not be further subdivided.