

AGENDA ITEM # 33

April 23, 1996

Discuss and take appropriate action on county basketball goal policy.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To accept basketball goal policy as presented by Williamson County Attorney.

Vote: Motion carried 4 - 1 with Commissioner Hays voting against the motion.

< Clerk copy here >

Basketball Goal Policy

1. Basketball goals within the unincorporated portions of Williamson County may

not be located in a county road or public street right-of-way (including the portion behind the curb or edge of pavement), except as provided in Paragraph 2. The County Sheriff's Department is authorized to notify the owners of non-complying goals and warn them to remove the obstruction. Failure to comply may subject the owner to criminal charges of obstructing a highway (Penal Code Sec. 42.03), and/or result in the removal of the goal by the County at the expense of the landowner pursuant to the County Nuisance Policy.

2. The prohibition in Paragraph I may only be waived under the following circumstances:

- a.** The goal is located on a cul-de-sac or , at a dead end.
- b.** All of the landowners on the cul-de-sac, or all the owners within 3 lots of the dead end (on both sides of the street), have requested a permit on the form attached as "Application for Basketball Goal Permit," thereby making the binding promises contained in that document.
- c.** The Commissioners Court has granted the permit by majority vote.

Application for Basketball Goal Permit

We, the undersigned, are requesting the Williamson County Commissioners' Court to grant a permit for a basketball goal at the following location:

In consideration for the permit, we offer the following binding promises:

1. The goal will be located on a cul-de-sac or at a dead end.
2. All of the landowners on the cul-de-sac, or all the owners within 3 lots of the dead end (on both sides of the street), have signed this Application below.
3. We agree to maintain the goal ourselves to keep it as safe and well-kept as is reasonably possible. We do not expect, and will not ask, Williamson County to maintain, inspect, or expend any public funds in connection with this goal. However, we agree that the County may remove it at our expense if it becomes a hazard or nuisance.
4. On behalf of ourselves, our heirs, estates, representatives, and assigns, and on behalf of any minor children of whom we have custody, we hereby assume the risk of any danger; hold Williamson County, its officers, employees, and agents harmless from any and all liability from suit for wrongful death, personal injury, or property damage that might arise as a result of, or be connected with, the goal; and hereby release the County and its officers, employees, and agents from any and all such liability to us, our heirs, estates, representatives, assigns, or minor children.
5. We further agree to indemnify and hold Williamson County and its officers, employees, and agents harmless from all liability for damages, costs, expenses, or attorney's fees that may result from any claims by us or by any third parties (including both strangers and our families, guests, and grantees) that might arise as a result of, or be connected with, the goal. This means that we will be jointly and severally responsible for reimbursing any costs the County may incur in this context.

Dated: _____

Name: _____

Address: _____