

THE STATE OF TEXAS ()

COUNTY OF JOHNSON ()

July 1, 1947

BE IT REMEMBERED THAT at a Regular Meeting of the Commissioners' Court of Johnson County, Texas, held on the 1st day of July, A. D. 1947, the following members were present: Honorable H. G. Littlefair, County Judge; Commissioner Wyatt, Precinct #1; Commissioner Evans, Precinct #2; Commissioner Maddox, Precinct #3; Commissioner Roland, Precinct #4; and Louis B. Lee, County Clerk. Among other things they did the following:

A motion was made by Commissioner Wyatt and seconded by Commissioner Roland, that all proper and endorsed bills be allowed and ordered paid as submitted. All voted aye.

A motion was made by Commissioner Wyatt and seconded by Commissioner Evans, that Johnson County enter into a working agreement with the Nolan-Aquilla Soil Conservation District to cooperate in soil conservation work as it has to do with terracing, ditching, and maintaining bar ditches, and protecting farms and roads from excessive erosion. All voted aye. - -:

WORKING AGREEMENTS

FOR THE ESTABLISHMENT OF EROSION CONTROL MEASURES ON JOHNSON COUNTY ROADS WITHIN THE Nolan Aquilla SOIL CONSERVATION DISTRICT OF THE STATE OF TEXAS

PARTIES TO THE AGREEMENT

- A. The Nolan Aquilla Soil Conservation District hereinafter called the "District".
- B. THE COMMISSIONER'S COURT OF Johnson County hereinafter called the "County Court."

TERMS OF THIS AGREEMENT

The Supervisors of the District, hereinafter called the "Supervisors", shall be responsible, as its governing body, for the performance of the obligations of the District under this agreement.

A. THE DISTRICT, in consideration of the undertaking of the County Court, hereinafter set forth, agrees:

1. To furnish technical supervision for the planning and installation of all protective roadside work to be done in the future in connection with district activities.

2. To consult with the County Court from time to time concerning the effects of this agreement on the roads in this county which are under the control of the County Court, and to cooperate in making such amendments to this agreement as may be of benefit to the County Court and in the best interests of controlling soil erosion on and along public roads and adjoining agricultural lands.

3. To endeavor to enter into such agreements or arrangements with the owners or operators of lands adjoining any section of road to be protected as may be necessary or desirable to make effective the prevention and control of soil erosion on such road.

a. These agreements will provide for the owners and operators of the land involved to furnish such equipment, material and labor as may be available to give additional right-of-way where needed and to assist in protecting and maintaining all structures constructed, vegetation established, and other work performed under this agreement.

B. THE COUNTY COURT, in consideration of the undertakings of the District, agrees:

1. To cooperate with the district and landowners and operators who are cooperating with the district in the establishment of needed conservation practices on county roads.

2. Permit operators of the district to empty terrace water into roadside ditches, where proper plans have been made to protect such roadside ditches and where such water disposal will not damage the road.

3. To furnish such materials, equipment, and labor as may be available for assisting in the installation of all protective roadside work planned by the district.

4. To protect and maintain all structures constructed, vegetation established and other protective roadside work performed under this agreement.

C. It is mutually agreed by the parties hereto:

1. That if, at any time during the term of the agreement, the County Court shall cease to be in control of any particular section of road, this agreement shall become inoperative and of no further force and effect as regards this section of road.

2. That each party to this agreement will maintain normal records covering the performance of its obligations under this agreement, and will furnish to the other party, on request, any available data acquired through such performance.

3. That this agreement or any of its terms may be amended upon the approval of all parties given in writing.

4. That the obligations of the parties under this agreement shall be contingent upon the availability to each party of funds, service, and facilities for carrying on such obligations.

5. That unless terminated by mutual consent or as hereinabove provided, this agreement shall be in effect for a period of one year from the date of the last affixed signature of the parties hereto. It

shall be automatically renewed from year to year thereafter unless either party gives written notice to the contrary to the other party at least 60 days prior to the renewal date.

H. G. Littlefair, County Court

County Judge.

BY _____ TITLE July 1 DATE 1947

By _____ TITLE _____ DATE 19__

Soil Conservation District

BY _____ TITLE _____ DATE 19__

BY Woody Walls TITLE _____ DATE 7-1-1947.

A motion was made by Commissioner Maddox and seconded by Commissioner Evans, that an Assistant County Agent be employed at a salary of \$960.00 per year, payable in 12 equal monthly installments. This order to amend an order passed at a regular meeting on date May 12, 1947, wherein the salary was set for an Assistant Agent at \$800.00 per year. All voted aye.

A motion was made by Commissioner Wyatt and seconded by Commissioner Roland that H. G. Littlefair, County Judge, be authorized to contract by and on behalf of Johnson County, in settlement of all claims and damages in securing right-of-way for proposed State Highway No. 174. Said County Judge, H. G. Littlefair, is hereby appointed Special Commissioner to convey any lands that may be owned by the county in excess of the lands needed for said right-of-way in settlement of said claims and damages. All voted aye.

A motion was made by Commissioner Wyatt and seconded by Commissioner Roland that the bond on C. A. Nuckols for Precinct #5 be approved. All voted aye.

A motion was made by Commissioner Wyatt and seconded by Commissioner Maddox, that the bond of B. H. Massey in the amount of \$2500.00 for public weigher be approved. All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Evans, that the bid of Donald Diamond Motor Company to the Commissioner's Court for \$375.00 net difference on a trade between the Sheriff's 1946 Ford for a 1947 Ford 4-Door 8 Cylinder be accepted. All voted aye.

Attest: _____ [County Clerk](#) _____ County Judge

---- o o O o o ----