

THE STATE OF TEXAS

JANUARY 12, 1959

COUNTY OF JOHNSON

BE IT REMEMBERED at a regular meeting of the Commissioners' Court on the above mentioned date at the Courthouse in Cleburne, Texas, the following members were present: H. G. Littlefair, County Judge; W.M. Coward, Commissioner of Precinct No.1; S. W. Evans, Commissioner of Precinct No.2; Jimmie L. Walters, Commissioner of Precinct No. 3; M. W. Roland, Commissioner of Precinct No. 4; Louis B. Lee, County Clerk, and J. T. Epperson, Jr., County Auditor.

A motion was made by Commissioner Roland and Seconded by Commissioner Walters, that all bills against Johnson County be allowed and ordered paid as submitted and properly endorsed.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Evans, that the monthly salaries of the following named county officials and employees of the County be adjusted, effective January 1, 1959 to be as listed, and that the County Auditor be so notified.:

All voted aye

	MONTHLY SALARY
COUNTY JUDGE	
H. G. Littlefair	\$460.00
Margaret Powell	195.00
COUNTY CLERK	
Louis B. Lee	460.00
Velma S. Allen	235.00
LaVerne C. Bicknell	195.00
Winnie Faye Gibson	235.00
Catholene H. Massey	235.00
TAX ASSESSOR-COLLECTOR	
Dennis McWilliams	480.00
Ilene N. Beckham	225.00
Olga I. Brockett	245.00
Warda Eller	225.00
Iva Ewing	225.00
Lawrence Harmon	230.00
Perry Seroyer	270.00

Laverne Smith	225.00
COUNTY ATTORNEY	
Glyndon M. Hague, Jr.	460.00
Wynelle Blair	185.00
DISTRICT ATTORNEY	
Billie Joyce Pickett	90.00
DISTRICT CLERK	
Lillian Ashcraft	315.00
Betty Cooke	190.00
COUNTY TREASURER	
Mable Massey	260.00
SHERIFF	
Earl H. King	460.00
H. H. Johnson	260.00
J. B. Kirkland, Jr.	260.00
Lona Doak Lacewell	205.00
W. A. Seals	260.00
Ethel Washington	65.00
Sam Hazlett	150.00
CONSTABLES	
Sam H. Bradley	90.00
Glenn L. Davis	80.00
Robert W. Moore	240.00
John Lynton Karr	55.00
COUNTY AUDITOR	
J. T. Epperson, Jr.	480.00
Lorene Moreland	325.00
VET. SER. OFFICER	
Joe L. Townes	325.00
JUVENILE OFFICER	
Noel Wofford	370.00
COUNTY AGENTS	
Sam Mann, Jr.	135.00
Emmett Anderson, Jr.	75.00
Claudia Chapman	125.00

Lou Ellen Hager	75.00
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COMMISSIONERS

Manning Coward	460.00
Sam Evans	460.00
Jimmie Walters	460.00
M. W. Walters	460.00

JANITORS

H. H. Bruce	195.00
Alvin Permenter	195.00
Anna Marie Parker	75.00

COURT REPORTER

Homer F. Wicker	450.00
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A motion was made by Commissioner Roland and seconded by Commissioner Evans, that the Financial report of the Johnson County Memorial Hospital for December, 1958, be approved as presented.

All voted aye

A motion was made by Commissioner Evans and seconded by Commissioner Roland that Robert N. Bransom, Burleson and J. P. Hamilton, Jr. Grandview be appointed Fire Commissioner for 2 year terms, effective January 1, 1959, for the Johnson County (Texas) Rural Fire Protection District.

All voted aye

A motion was made by Commissioner Walters and seconded by Commissioner Roland that the County Judge H. G. Littlefair be authorized to advertise for County and School Depository for 1959-1960 as follows:

NOTICE OF BIDS FOR COUNTY DEPOSITORY

In compliance with an order passed by the Commissioners' Court of Johnson County, Texas, on January 12, 1959, NOTICE IS HEREBY GIVEN that bids for County Depository for the next biennial will be received by the County Judge up to 10:00 A. M., February 9, 1959. The said bids for a County Depository shall be for a period of two years, and shall include the account of Johnson County, together with its Common School Districts, and Trust Funds of the County and District Clerks, and any other funds over which the Commissioners' Court has jurisdiction. Each bid shall be accompanied by a certified check of \$2500.00, this amount being one-half (1/2) of one (1) per cent of the County's Revenue for 1958.

H. G. Littlefair, County Judge,  
Johnson County, Texas.

All voted aye

CONTRACT TO COLLECT DELINQUENT TAXES

STATE OF TEXAS           ()

COUNTY OF JOHNSON       ()

KNOW ALL MEN BY THESE PRESENTS, that this agreement by and between the County of Johnson hereinafter called First Party, acting by and through its Commissioner's Court, and B. J. Butcher, Attorney at Law, hereinafter called the Second Party, was this day entered, based upon the mutual considerations herein expressed.

W I T N E S S E T H:

1.

The First Party agrees to employ and hereby does employ, in accordance with Articles 7335 and 7335 A, Revised Civil Statutes of Texas of 1925, V.A.T.S., Second Party to enforce by suit, or otherwise, and aid and assist the local officers in the enforcement of the collection of all delinquent State and County Ad Valorem Taxes, penalties, and interest, and all delinquent taxes, penalties, and interest due any and all political subdivisions or defined districts of said County and State which the County Tax Collector receives and receipts for under the provisions of Articles 7254 and 7257, Revised Statutes of 1925, V.A.T.S., and shown to be delinquent upon the delinquent tax records of said County from 1919 to the date of the termination of this contract.

II.

First Party, in accordance with Articles 7335 and 7335 A of the Revised Civil Statutes of 1925, agrees to pay to Second Party as compensation for the services required hereunder, 15% of all delinquent taxes, penalties, and interest actually collected and paid to the Collector of Taxes during the term of this contract which Second Party is instrumental in collecting, as evidenced by copies of communications, tax notices, or as a result of filing of a lawsuit to collect delinquent taxes.

III.

SECOND Party agrees to use all diligence in the collection of all delinquent taxes, penalties, and interest, as set out under Paragraph II hereof, in accordance with the delinquent notices delivered to Second Party by

First Party, and that second Party will not attempt to collect any delinquent taxes not delivered by First Party.

IV.

Second Party agrees to pay any and all expenses incurred in collecting the above referred to taxes, except court costs.

The First Party does hereby appoint Second Party as agent of the County of Johnson County, State of Texas, to actually collect and receive money and to deliver same to the County Tax Assessor and Collector of Johnson County, Texas, and Second Party does hereby agree to post bond in the sum of \$5,000.00, as set by the Commissioner's Court of Johnson County, Texas.

V.

This contract shall be for the term of one (1) Years, beginning on January 1, 1959, and terminating on December 31, 1959.

VI.

The Second Party agrees to submit to the First Party a detailed report concerning the status of all delinquent tax accounts delivered to Second Party, whenever requested to do to by First Party.

VII.

The First Party agrees that the Tax Assessor-Collector shall audit his books at the end of each fiscal month and deliver to the Second Party, on or before the 10<sup>th</sup> of each succeeding month, 15% of the delinquent taxes collected during that month.

FIRST PARTY

H.G. Littlefair, County Judge

W.M. Coward, Commissioner Precinct No. 1

S.W. Evans, Commissioner Precinct No. 2

J.L. Walters, Commissioner Precinct No. 3

M.W. Roland, Commissioner Precinct No. 4

SECOND PARTY

B.J. Butcher

This contract approved as to substance and form in accordance with Article 7335 A, Revised Statutes of 1925.

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Attorney General of the State of Texas

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Comptroller of Public Accounts  
Robert S. Calvert

WATERSHED PROTECTION OPERATION AND MAINTENANCE AGREEMENT

JOHNSON COUNTY PORTION OF UPPER TRINITY RIVER WATERSHED.

THIS AGREEMENT, made and entered into the 8<sup>th</sup> day of Dec., 1958, by and between the Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as the "Service" and the Ellis Prairie, Dalworth, and Nolan-Aquilla Soil Conservation Districts, hereinafter referred to as the "Districts" and the Johnson County Commissioners Court, cooperating with the Service and the Districts, hereinafter referred to as the "county", relates to the operation and maintenance of the following described works of improvement:

All works of improvements that have been constructed or are planned for construction in the Chambers Creek, Mountain Creek, Village Creek and Walnut Creek Watersheds in Johnson County, Texas.

1. OPERATION

The parties hereto agree as follows to the operation of the above described Works of Improvement:

A. The Service Will:

1. Provide to the Districts technical assistance in the proper operation of the Works of improvement.

B. The Districts will:

1. Be responsible for operation of the structures simultaneously with acceptance of the work from the contractor and assume responsibility of vegetated areas after satisfactory establishment and promotion of growth. In carrying out this responsibility, the Districts will:

- a. Prohibit grazing except as needed for proper maintenance.
- b. Prohibit the installation of gates or other obstruction of any kind being place in any portion of the principal or emergency spillway (s) or embankment without prior approval of the Service.
- c. Prohibit the closing of portholes in the principal spillways and prohibit any works to raise any portion of the spillways above the planned elevation or to deflect or decrease the planned

flow through the spillways in any manner without prior approval of the Service.

d. Prohibit the installation of dikes or other structures which may decrease the capacity of the flood channel or deflect the flow from the constructed channel bottom.

e. Take all other necessary steps to insure that the structures are permitted to function in the manner for which they were designed.

II. MAINTENANCE: THE parties hereto agree as follows to the maintenance of the above works of Improvements.

A. The Service will;

1. Inspect the described works of Improvement at least annually.
2. Prepare a report of inspection findings, recommending maintenance work needed and indicating when such work should be completed. A copy of this report will be furnished the County and the Districts.
3. Provide such technical services as are needed and available for preparing plans, designs and specifications for maintenance items requiring this service.

B. The District will:

Be responsible for arranging with the County for maintenance of the structure (s) simultaneously with acceptance of the work from the contractor (s) and for the vegetated areas after satisfactory establishment and promotion of growth. In carrying out this responsibility the Districts will:

1. Inspect the Works of Improvement, with representatives of the Service and the County at least annually and after every major storm or the occurrence of any other unusual condition that might adversely affect the works of Improvements to insure proper functioning of the structure (s) and to check for possible damage or deterioration. Items to be checked at time of inspection will include, but not limited to, the following:

- a. Principal spillways:
  - (1) Damage or Obstructions.
  - (2) Condition of outlet and riser.
    - (a) Signs of seepage or leakage.
    - (b) Separation of Joints.
    - (c) Cracks or breaks.
    - (d) Brush, logs and trash around outlet works.
  - (3) Sediment level in relation to top of riser.
- b. Emergency spillways - drainage ways.
  - (1) Erosion
  - (2) Sedimentation
  - (3) Weeds, logs and other obstructions or accumulations reducing channel capacity.
  - (4) Conformity with original design (deposition or sloughing).
  - (5) Condition of vegetative cover.
- c. Reservoir area.
  - (1) Undesirable vegetative growth.
  - (2) Cut or fallen trees.
  - (3) Slash and other debris.
- d. Embankments
  - (1) Settlement or cracking.
  - (2) Erosion.
  - (3) Leakage or seepage.
  - (4) Rodent, wildlife or livestock damage.
  - (5) Condition of vegetative cover. Need for weed control, fertilizer, etc.
  - (6) Brush, logs and trash on embankment.
  - (7) Functioning of relief wells.
- e. Flood Channel
  - (1) Sedimentation.
  - (2) Bank cutting.
  - (3) Debris accumulation.
  - (4) Brush and trees in channel.
  - (5) Condition of ripraps and other works.



- (a) Undermining.
    - (b) Damage or deterioration.
    - (c) Adjacent channel scouring.
  - (6) Adjacent property damage.
- f. Fences and gates.
  - (1) General condition - repairs needed.
    - (a) Loose or damaged posts.
    - (b) Loose or broken wires.
    - (c) Removed or changed fences.
    - (d) Open, damaged or changed gates.
    - (e) Vegetated areas grazed in excess of proper maintenance needs.
- 2. Assume aggressive leadership in accelerating the land treatment program in the watersheds.
- 3. Encourage landowners and operators within the watershed to adopt and carry out soil and water conservation plans with emphasis on those practices which will reduce floodwater and sediment damage.
- 4. Make periodic inspections of land treatment measures to determine maintenance needs and encourage performance of maintenance of such measures.
- 5. Make District owned equipment available to landowners and operators for maintenance of practices.

C. The County will:

- 1. Perform all maintenance needs indicated by Districts or Service inspection reports promptly and in such manner as not to damage the structure (s) in any way.
- 2. Maintain a record of all maintenance work performed and make such records available for review by the Districts or Service.
- 3. Perform maintenance by force account or contract. Major repairs will be made according to plans furnished by the Districts which have been approved by the Service.
- 4. When all Works of Improvements have been completed, it is estimated that the annual cost of operating and maintaining the

Works of Improvements herein described will be approximately  
\$200 per structure based on present construction costs.

The County is in good financial condition and sufficient funds shall be budgeted annually to carry out the maintenance of these structures.

III. IT IS MUTUALLY AGREED THAT:

- A. Government representatives shall have the right of free access to inspect the Works of Improvement at any time.
- B. Whenever possible the parties to this agreement will make their annual inspections of the Works of Improvements jointly. Annually inspections will be made during the month (s) of July and August. Any supplemental inspections when determined necessary will be scheduled and agreed to at this time.
- C. In the event any of the structures become severely damaged during storms of extreme intensity to the extent that repairs would approach cost of replacement and the damage is not due to lack of adequate maintenance by the Districts or the County, as determined by the Service, the parties will mutually determine whether the structure (s) will be replaced or abandoned.

No member of or Delegate to Congress, or Resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

The signing of this agreement was authorized at an official meeting of Ellis Prairie, S.C.D. on 16 day of Dec., 1958, at Waxahachie, Texas

State of Texas

ELLIS PRAIRIE SOIL CONSERVATION DISTRICT

Attest: Marvin Borders

BY: W. J. Hamm

Date 12/16/58

The signing of this agreement was authorized at an official meeting of Dalworth, S.C.D. on 10 day of Dec., 1958\_ at De Soto.

DALWORTH SOIL CONSERVATION DISTRICT

State of Texas

By A. V. Morrision

ATTEST: H. P. Grimes, Sec.

Date 12-10-58

The signing of this agreement was authorized at an official meeting of Nolan-Aquilla S.C.D. on 8 day of Dec., 1958, at Cleburne, Texas.

NOLAN-AQUILLA SOIL CONSERVATION DISTRICT

STATE OF TEXAS

By L. C. Jones.

ATTEST: Ray Sawyer

Date 12-8-58

This action authorized at an official meeting of Johnson County Comm.  
Court on 8 day of Dec., 1958, at Cleburne, Texas.

STATE OF TEXAS

JOHNSON COUNTY COMMISSIONERS COURT

ATTEST: Louis B. Lee, Clerk

By H. G. Littlefair, County Judge

Commissioners Court, Johnson Co. Date, Dec. 8, 1958

(SEAL)

SOIL CONSERVATION SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

BY H. N. Smith, State Conservationist

Date 12-18-58

WATERSHED WORK PLAN AGREEMENT

BETWEEN THE

Ellis Prairie Soil Conservation District

Dalworth Soil Conservation District

Nolan-Aquilla Soil Conservation District

(Hereinafter referred to as the District)

Johnson County Commissioners Court

(Hereinafter referred to as the County)

In the State of Texas \_\_\_\_\_

and the

United States Department of Agriculture

Soil Conservation Service

(Hereinafter referred to as the Service)

Whereas, the District has heretofore entered into a Flood Control  
Supplemental Memorandum of Understanding with the Soil Conservation Service for  
assistance in constructing Works of Improvement for the prevention of floods in  
the Upper Trinity River Watershed, State of Texas, under the authority of the  
Flood Control Act of 1944 (58 Stat. 887).

Whereas, the responsibility for carrying out all or a portion of the work  
of the Department on the Watershed has been assigned by the Secretary of  
Agriculture to the Service; and

Whereas, there has been developed through the cooperative efforts of the  
District and the Service mutually satisfactory plans for Works of Improvement

for the Village Creek, Mountain Creek, Walnut Creek and Chambers Creek Watersheds, State of Texas, hereinafter referred to as the Watershed Work Plans:

Whereas, the county will benefit from the carrying out of the plans for Works of Improvements in Johnson County through the reduction of damage to property, including Company roads and bridges in the County that are located within the flood plain of the watershed;

It is mutually agreed that in installing and operating and maintaining the Works of Improvement in Johnson County described in the Watershed Work Plans

1. The District and/or the County will acquire without cost to the Federal Government such land, easements, or rights-of-way as will be needed in connection with the Works of Improvements. The County will not participate in the acquisition of land, easements, or rights-of-way until the District has exhausted every reasonable possibility of such acquisition.
2. The District will acquire or provide assurance that landowners or water users have acquired such water rights pursuant to State law as may be needed in the installation and operation of the Works of Improvement.
3. The service will provide all construction costs and installation services applicable to Works of Improvement for flood prevention.
4. The District will obtain agreements from owners of not less than 50 percent of the land each floodwater retarding structure that they will carry out conservation farm or ranch plans on their land.
5. The District will provide assistance to land owners and operators to assure the installation of the land treatment measures shown in the Watershed Work Plans.
6. The District will encourage land owners and operators to operate and maintain the land treatment measures for the protection and improvement of the watershed.
7. The District and County will be responsible for the operation and maintenance of the structural Works of Improvement by actually performing the work or arranging for such work in accordance with an Operation and Maintenance Agreement which is to be entered into.
8. The Watershed Work Plans may be amended or revised and this agreement may be modified or terminated, only by mutual agreement of the parties hereto.

9. No member of or delegate to congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

The signing of this agreement was authorized by a resolution of the governing body of the Ellis Prairie S. C. D., adopted at a meeting held on 12-16-58.

ELLIS PRAIRIE SOIL CONSERVATION DISTRICT

BY W. J. Hamm

Marvin Borders (Secretary) Title 12/16-1958 Chrm.

Date 12-16-58 Date 12/16/58

The signing of this agreement was authorized by a resolution of the governing body of the Dalworth S. C. D., adopted at a meeting held on 12-10-58.

DALWORTH SOIL CONSERVATION DISTRICT

By A. V. Morrison

H. P. Grimes (Secretary) Title Chairman

Date 12-10-58 Date 12-10-58

The signing of this agreement was authorized by a resolution of the governing body of the Nolan-Aquilla S. C. D., adopted at a meeting held on 12-8-58.

NOLAN-AQUILLA SOIL CONSERVATION DISTRICT

By L. C. Jones

Ray Sawyer (Secretary) Title Chairman of board

Date 12-8-58 Date Dec. 8, 1958

The signing of this agreement was authorized by a resolution of the governing body of the Johnson County Commissioners Court, adopted at a meeting held on 12-8-58.

Louis B. Lee, Clerk of JOHNSON COUNTY COMMISSIONERS COURT

Johnson County Court By H. G. Littlefair

Date 12-8-58 Title County Judge

(SEAL) Date Dec. 8, 1958

UNITED STATES DEPARTMENT OF AGRICULTURE

SOIL CONSERVATION SERVICE

By H. N. Smith, State conservationist

Date 12-18-58

A motion was made by Commissioner Roland and seconded by Commissioner Evans, that the following agreement be accepted.

All voted aye

STATE OF TEXAS            ()  
COUNTY OF TRAVIS        ()        KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into this 8<sup>th</sup> day of January, 1959 by and between the County of Johnson, State of Texas, acting by and through the Johnson County Commissioners Court, hereinafter called "Owner" and O'Connell and Probst, a partnership of Travis County, Texas, Consultant Architects, hereinafter called the "Consultant".

W I T N E S S E T H :

That whereas the Owner intends to add medical facilities and services to the existing Johnson County Memorial Hospital, Cleburne, Texas, and to receive recommendations and partial consultant services for the expansion of said hospital plant hereinafter called the "Work";

Now, therefore, the owner and consultant, for the consideration hereinafter named, agree as follows:

I.

The consultant agrees to perform for the above named work, professional services consisting of items listed on attached sheet and designated as Exhibit "A". The consultant will deliver to the owner twenty (20) copies of the final narrative program.

II.

The owner agrees to pay consultant for such services a lump sum of two thousand, five hundred dollars (\$2,500.00). Payment to the consultant shall be made as follows: (1) One thousand dollars (\$1,000.00) upon completion of preliminary plans and after approval of same by State of Texas Health Department; (2) One thousand dollars (\$1,000.00) after receiving bids by owner for the construction of the work; and (3) Five hundred dollars (\$500.00) upon completion of construction of work. In the event the owner abandons the project, the consultant shall be paid a fee in proportion to the work executed.

III.

The owner and the consultant hereby agree to the full performance of the covenants contained herein, and each party hereby binds himself, his partners, successors, legal representatives, and assigns to said performance.

IN WITNESS WHEREOF, they have executed this agreement the 8<sup>th</sup> day of January, 1959.

O'CONNELL AND PROBST

COUNTY OF JOHNSON

By Victor G. Probst

By H. G. Littlefair, County Judge

Partner:

Owner

Consultant

EXHIBIT "A" to Agreement by and between County of Johnson and O'Connell and Probst, dated 8<sup>th</sup> day of January, 1959.

1. Conferences by the consultant with:

- a. Commissioners Court
- b. Texas State Department of Health officials
- c. Johnson County Hospital Board of Building Committee
- d. Johnson County Hospital Administrator and the architect commissioned by the court to prepare plans and specifications for the project.

2. Review of proposed preliminary plans for:

- a. Plat plan and external traffic
- b. Locations of departments in relation to each other (internal traffic)
- c. Size of departments (square feet) for number of beds proposed
- d. Projected expansion of all departments for future growth
- e. Give recommendations in narrative written form to the Court on the above items.
- f. After conference with Owner prepare a narrative program for the proposed expansion

3. Advise Owners in preparation of forms necessary to Owner's application to the Texas State Department of Health for a Grant-in-Aid.

4. Advise architect with details of special equipment and services.

5. All drawings and specifications shall be prepared by the architect commissioned by the Court to execute this project.

A motion was made by Commissioner Coward and Seconded by Commissioner Roland, that the following tax Schedule be used for Tax Rendition for County Tax Collection:

TRACTORS

1955-59 50% of Cost  
1954 40% of Cost  
1953 35% of Cost  
1952 30% of Cost

HORSES

Saddle, gaited ----100.00-150.00  
Work ---- 50.00 90.00  
SHEEP-GOATS 5.00 9.00

CATTLE - GRADE

Cows ----- 35.00 to 50.00  
Yearlings ----- 15.00 to 25.00  
Calves ----- 10.00 to 20.00  
Stocker -----35.00 to 50.00  
Steers -----40.00 to 60.00  
Bulls -----30.00 to 50.00

AUTOMOBILES

List your car by year and name, we will  
compute value at 50% of RED BOOK National  
Market value. Render 1953 or later.  
(6 or 8 Cylinder)

MERCHANDISE

60% of inventory value

FIXTURES

50% of inventory value

HOGS -----30% of market value

CATTLE - REGISTERED

Cows ----- 70.00 to 150.00  
Yearlings ----- 30.00 to 50.00  
Calves ----- 25.00 to 40.00  
Bull (herd)----- 80.00 to 150.00  
Bulls (imported) 150.00 to 250.00

THERE BEING NO FURTHER BUSINESS, COURT IS HEREBY ADJOURNED.

\_\_\_\_\_  
COUNTY CLERK

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COUNTY JUDGE

...oooOooo...