

AGENDA

## REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE-THIRD FLOOR-CLEBURNE

JANUARY 4TH, 1982 - 9:00 A.M.

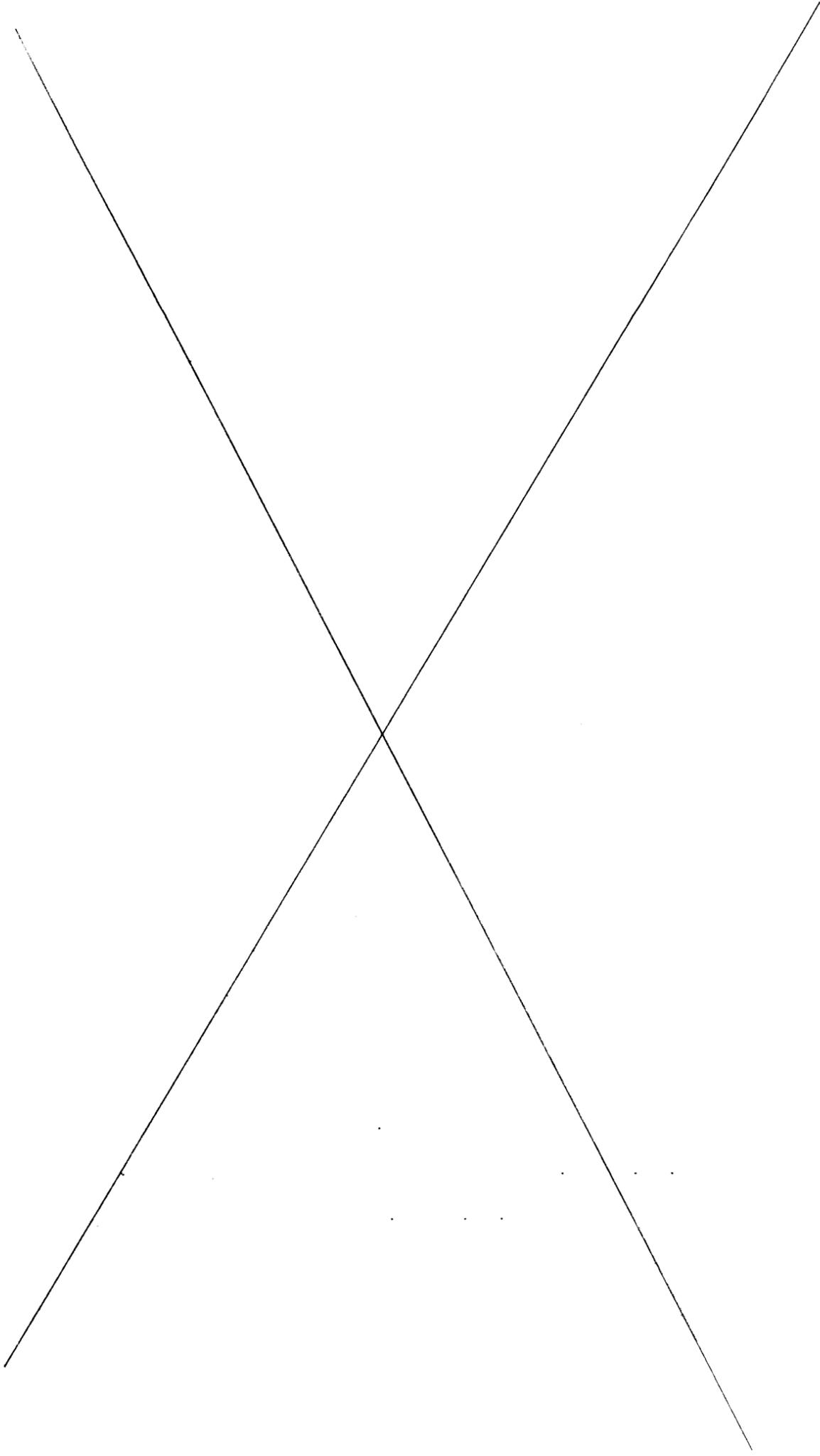
1. Invocation
2. Reading of Minutes
3. Payment of Bills
- ④ Statement from Central Appraisal District
- ⑤ Statement of Cost from Texas Pipeline Company
- ⑥ Consideration of Purchase of Property-Executive Session
- ⑦ Annual County Judge & Commissioners' Conference
- ⑧ Request from the Board of Geneva Overton Center
- ⑨ Consideration of warning lights for Lillian School
- ⑩ Notice from David Guinn
11. Designation of Polling Places and Election Judges
- ⑫ W.E. Carroll- RE: Tax Collection
- ⑬ W.E. Carroll- RE: Salary adjustment for Title Clerks
- ⑭ Appointment of the Board of Directors of the Johnson County Committee On Aging
- ⑮ Proclamation
16. Request from the State Property Tax Board
17. Letter from David Guinn
18. Letter from State Department of Highways & Public Transportation
19. Letter of grant from Governor

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.

\_\_\_\_\_  
TOMMY ALTARAS  
County Judge

POSTED: January 4, 1982  
9:00 A.M.  
Johnson County Courthouse





A motion was made by Commissioner Atwood and seconded by Commissioner Lambert to make the first quarterly payment to Central Appraisal District, in the amount of \$16,255.25.

All voted aye.

A motion was made by Bill Atwood and seconded by Commissioner Reese to pay Texas Pipeline Company \$22,552.17 for Johnson County's pro rata share of costs incurred in the construction of FM Road 3136, as follows:

THE TEXAS PIPE LINE COMPANY



P. A. RIEGLER  
SECRETARY - TREASURER

P. O. BOX 42130  
HOUSTON, TEXAS 77042

December 9, 1981

Commissioner's Court  
Johnson County Courthouse  
Cleburne, Texas 76031

Gentlemen:

Attached are six (6) copies of invoice no. 3517 dated December 3, 1981 in the amount of \$22,552.17, covering your prorata of costs incurred under our Work Order No. 9803 to adjust our pipe line facilities to accommodate your construction of FM 3136 in Johnson County, Texas.

We would appreciate having this invoice process for an early payment.

Yours very truly,

P. A. RIEGLER

By Donald R. Loesch

RFG:GH

Enclosures

All voted aye.

.01 714

The court adjourned into Executive Session at 9:15 A. M. and returned at 9:30 A. M. The result of the Executive Session is that the Commissioners' Court will inspect the American Legion property here in Cleburne at 1:00 P. M. today. There is no offer or bid made at this time.

Commissioners and Judge Altaras declined to attend the annual county Judge and Commissioners' Conference February 16, 17 & 18th, 1982.

William R. Anderson, Jr. and Mrs. Polly Von Tunglen appeared before the Court in regard to the following:

Wm. Roy Anderson, 1960  
Wm. R. Anderson, Jr.  
David B. Anderson

ANDERSON & ANDERSON  
ATTORNEYS AT LAW  
ANDERSON BUILDING  
P. O. BOX 486 206 NORTH MAIN  
Cleburne, Texas 76031

Telephone 817 645-9191

December 11, 1981

Hon. Tommy Altaras  
County Judge  
Johnson County Courthouse  
Cleburne, Texas 76031

Dear Judge Altaras:

The Johnson County Committee on Aging and the Geneva Overton Child Care Center rent and use the Booker T. Washington School property on Mansfield Road, in Cleburne.

The Geneva Overton Child Care Center operates and is a non-profit organization. It serves as a day care center for families where the mother is working in low income type employment and is unable to pay rates generally charged by child care centers.

The parking lot is full of chug holes and is in dire need of repair.

The Board of the Geneva Overton Center has requested the undersigned to contact the Commissioner's Court to see if the County could possibly make these repairs, even possibly black topping, of the parking lot.

I have discussed this matter with the Cleburne Independent School District, since they own the property, and the Superintendent advises me that, since they collect only a minimal amount of rent, funds are not available for any expenditures.

I would be more than happy to take you to the property to examine and review the situation.

The Board of the Geneva Overton Child Care Center would appreciate your favorable consideration.

Yours very truly,

Wm. R. Anderson, Jr.

714

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A motion was made by Commissioner B. B. Aldridge and seconded by  
 ✓ A. J. Lambert to attempt to pave the parking lot at the Geneva Overton Center  
 in the Spring.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner  
 ✓ Aldridge to write the Texas Highway Department, in regard to placing flashing  
 warning lights on FM Road 917 for the Lillian Schools.

LILLIAN SCHOOL  
 LILLIAN, TEXAS 76061

12-8-81

Tommy Altaras  
 County Judge  
 Johnson County Courthouse  
 Cleburne, Texas 76031

Dear Judge Altaras,

Attached are two letters - one  
 written by myself on August 21, 1981, and  
 the other a response by Bob Hodge,  
 the Supervising Traffic Engineer.

Essentially, we feel that a  
 flashing light should be provided as  
 a warning to motorists traveling in front  
 of the school on F.M. 917.

We have a crossing guard, but has to  
 depend on several signposts for advanced  
 warning. A radar speed check showed  
 that a large number of drivers were

## LILLIAN SCHOOL

LILLIAN, TEXAS 76061

Speeding.

In a telephone conversation with Mr. Renfro of the Highway Department, I was told that Lillian's lack of law enforcement was the problem, and that speeders would not slow down because of a flashing light. I maintained that the flashing light would be an attention getting device that would make drivers more aware of the children. Mr. Hodge will not make a recommendation for a flashing light.

Can you assist us with this problem? Perhaps you might have some suggestions for other sources of help. I will await your response.

Sincerely,  
 Dr. David Hedgpeth  
 Superintendent  
 Lillian ISD  
 783-2351

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner

Atwood to approve the persons appointed to the Board of Directors of the  
 Johnson County Committee on Aging, as read by Judge Altaras.

JOHNSON COUNTY COMMITTEE ON AGING  
 BOARD OF DIRECTORS  
 11-17-81

CLEBURNE

Louise Ballman	925 Highland Dr. Cleburne, Tx., 76031	645-6466	84
"Diamond" Jim Brady	Owner, Brady's Jewelers P.O. Box 465 Cleburne, Tx., 76031	645-0750	83
Jim Boatwright	Older Adult Advocate 106 Glen Rose Ave. Cleburne, Tx., 76031	645-2757	84
Myrtle Dunston	Older Adult Advocate 433 W. Wardville Cleburne, Tx., 76031	645-6140	82
Chi Chi Edsel	606 Sunset Cleburne, Tx., 76031	641-4343	84
Don Goforth	Owner, Johnson County News 101 S. Robinson Cleburne, Tx., 76031	645-0266	83
Sybil Montgomery	1st Baptist Church 805 Featherston Cleburne, Tx., 76031	645-0634	84
Burt Northcutt	1st National Bank P.O. Box 537 Cleburne, Tx., 76031	641-6631	84
Lois Rathgeber	Lutheran Church 1209 Wedgewood Cleburne, Tx., 76031	645-9451	84
Suzanne Saylor	Kings Daughters 910 Highland Cleburne, Tx., 76031	641-8313	84

JOSHUA

Lois Bishop	Older Adult Advocate Joshua, Tx., 76058	645-9846	82
Marie Dowis	Older Adult Advocate P.O. Box H Joshua, Tx., 76058	295-8449	83

Seals	Lone Star Gas Co. Box 507 Cleburne, Tx., 76031	645-6633	84
<u>BURLESON</u>			
E. Frank Leach	United Methodist Church 117 S. Dobson Burleson, Tx., 76028	295-1166	84
C. A. Austin	Older Adult Advocate 108 S. E. Tarrant Burleson, Tx., 76028	295-1594	83
Nancy Jones	Owner, Jones Funeral Home 616 Chisholm Burleson, Tx., 76028	(o) 295-5211 (h) 295-9032	84
<u>KEENE</u>			
Dan Addams	Older Adult Advocate 1209 Honeysuckle Dr. Keene, Tx., 76059	641-6487	84
<u>GODLEY</u>			
Sylvia Taylor	Older Adult Advocate Rt. 1, Box 30 Godley, Tx., 76044	396-4342	83
R. L. Savage	Older Adult Advocate Godley, Tx., 76044	389-3379	82
<u>GRANDVIEW</u>			
B. B. Aldridge	County Commissioner Rt. 4, Grandview, Tx., 76050	866-3359	84
R. C. McDuff	Mayor Box 423 Grandview, Tx., 76050	(h) 866-4480 (o) 866-3395	84
<u>RIO VISTA</u>			
Barbara Denton	Older Adult Advocate Rio Vista, Tx., 76093	373-2770	82
Shirley Smith	Heritage Assembly Rio Vista, Tx., 76093	373-2204	83
Glenn Meek	American Legion Rt. 7, Box 386 Cleburne, Tx., 76031	(h) 373-2344 (o) 645-5941	84

. Campbell

Older Adult Advocate  
Venus, Tx., 76084

214-366-4341

83

EX OFFICIO

Judge Tommy Altaras

County Judge  
County Courthouse  
Cleburne, Tx., 76031

645-7151

Ona Ballard

Country Extension Agent  
County Courthouse  
Cleburne, Tx., 76031

645-6695

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to designate February 7 through February 13, 1982, Agriculture Week, as per the Proclamation Judge Altaras read in Court.

All voted aye.

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COMMISSIONERS' COURT  
JOHNSON COUNTY

X PROCLAMATION X

WHEREAS, Agriculture has been, and continues to be a vital part of the Johnson County area economy; and

WHEREAS, Agriculture is a multi-million dollar industry in the Johnson County area; and

WHEREAS, Agriculture is not only a very important aspect of the Johnson County economy, but is in fact, the very life-blood of America's economy; and

WHEREAS, the entire Johnson County area takes great pride and interest in its agricultural development and expansion, not only through the agricultural community, but also through fine youth groups such as the Future Farmers of America and the 4-H Clubs; and

WHEREAS, the County of Johnson will be greatly honored by the presence of the noted Agriculturist/Humorist Jerry Clower, who will be in Cleburne during "Celebrate Agriculture Week", February 7-13; and

WHEREAS, Radio Station KCLE is boosting this great event with a week long exhibit and a dinner in honor of Johnson County's Agriculture Community;

NOW, THEREFORE BE IT PROCLAIMED, that we, C.W. Atwood, A.J. Lambert, Loyd Reese, and B.B. Aldridge, Commissioners of Johnson County and Tommy Altaras, County Judge of Johnson County, do hereby designate February 7-13, 1982 as "Celebrate Agriculture Week" in support of its agriculture community, Future Farmers of America, 4-H Clubs and Conservation Services as a whole. We do urge all of the citizens of Johnson County to support KCLE Radio Station by participating in this week long celebration.

X In witness whereof I have hereunto set  
my hand and caused the seal of this  
county to be affixed. X

COUNTY JUDGE Tommy Altaras

COUNTY COMMISSIONER C. W. Atwood

COUNTY COMMISSIONER A. J. Lambert

COUNTY COMMISSIONER Loyd Reese

COUNTY COMMISSIONER B. B. Aldridge

DATE \_\_\_\_\_

A motion was made by Commissioner Reese and seconded by Commissioner Atwood to accept the Criminal Justice Grant in the amount of \$5,097.00 for the Juvenile Probation Office.

All voted aye.

Office of the Governor



Criminal Justice

GRANTEE ACCEPTANCE NOTICE

AGREEMENT:

That whereas Johnson County hereinafter referred to as Grantee, has heretofore submitted a grant application containing standard grant conditions to the Governor's Office, State of Texas, entitled Purchase of Juvenile Services/1

and further identified by grant number JA-81-C03-7445 and; Whereas, the Governor of the State of Texas has approved the grant application as evidenced by the Statement of Grant Award from the Governor's Office dated December 28, 1981 which contained certain special requirements in addition to the standard grant conditions and;

Whereas, the Grantee desires to accept the grant award which embraces the standard grant conditions and special requirements as evidenced by the Statement of Grant Award,

Now, therefore, Grantee accepts the aforementioned Statement of Grant Award, the standard grant conditions, and special requirements and further shall timely comply with all standard grant conditions and special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement executed by the project director, financial officer, and the official authorized to sign the original grant application as presiding officer of and on behalf of the governing body of this grantee:

Now, therefore, the Grantee shall designate either the project director or financial officer to coordinate and be solely responsible for submission of adjustments pertaining to both programs and financial elements of the application, and position authorized to submit adjustments is Earl Green, Project Director.

NON-LOBBYING CERTIFICATION:

We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.

A finding that a grantee has violated this certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the Governor's Office of General Counsel and Criminal Justice.

Certified By: Date: January 4, 1982

Signature of Project Director

Earl Green Name (please print or type)

Chief Juvenile Probation Officer Title

Signature of Financial Officer

Robert M. Wylie Name (please print or type)

County Auditor Title

Signature of Authorized Official

Tommy Altaras Name (please print or type) County Judge

Title

Office of the  
Governor



General  
Criminal Justice

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Signature of Project Director

Earl Green

Name (please print or type)

Chief Juvenile Probation Officer

Title

Signature of Financial Officer

Robert M. Wylie

Name (please print or type)

County Auditor

Title

Signature of Authorized Official

Tommy Altaras

Name (please print or type)

County Judge

Title

723

CONNIE R. ALLEN  
COURT REPORTER

GAYLA HENSLEE  
COMMISSIONERS' COURT  
AND CIVIL CASE SETTINGS



TOMMY ALTARAS  
JOHNSON COUNTY JUDGE

THIRD FLOOR  
JOHNSON COUNTY COURTHOUSE  
CLEBURNE, TEXAS 76031

ALL OFFICES  
817-645-7151

FOR THE ADJUTANT GENERAL  
CASE SETTING

DELETA SMITH  
PROBATE CLERK

January 5, 1982

Governor's Office  
General Counsel and Criminal Justice  
Capitol Station  
P.O. Box 12428  
Austin, Texas 78711

ATTN: Comptroller

RE: Acceptance of Grant Award  
No. JA-81-C03-7445 (Johnson  
County Juvenile Grant)

Dear Mr. Herndon,

Please find enclosed our executed Acceptance Agreement in regard to the Governor's Office of General Counsel and Criminal Justice award of \$5,097.00, which is a juvenile service grant to Johnson County.

If there are any further instruments that need to be completed or forwarded to your office, please advise me.

Very truly yours,

TOMMY ALTARAS  
County Judge

PS Form 3800, Apr. 1976

SENT TO GOVERNOR'S OFFICE P.O. Box 12428-Austin Austin, Texas 78711		STREET AND NO.	PO, STATE AND ZIP CODE
Attn: Comptroller			
POSTAGE \$			
CERTIFIED FEE			
SPECIAL DELIVERY			
RESTRICTED DELIVERY			
RETURN RECEIPT SERVICE			
SHOW TO WHOM AND DATE DELIVERED			
SHOW TO WHOM AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY			
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY			
TOTAL POSTAGE AND FEES \$			
POSTMARK OR DATE			

RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED -  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

P05 5963507

723

COURT REPORTER  
COURT REPORTER

GAYLA HENSLEE  
COMMISSIONERS' COURT  
AND CIVIL CASE SETTINGS



724

TOMMY ALTARAS  
JOHNSON COUNTY JUDGE

THIRD FLOOR  
JOHNSON COUNTY COURTHOUSE  
CLEBURNE, TEXAS 76031

ALL OFFICES  
817-645-7151

January 5, 1982

CLERK OF COURT  
CLERK OF COURT  
CLERK OF COURT

DLEITA SMITH  
PROBATE CLERK

Governor's Office  
General Counsel and Criminal Justice  
Capitol Station  
P.O. Box 12428  
Austin, Texas 78711

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Very truly yours,

TOMMY ALTARAS  
County Judge

TA/gch  
Encl.

724



WILLIAM P. CLEMENTS, JR.  
GOVERNOR

GOVERNOR'S OFFICE OF GENERAL COUNSEL  
AND CRIMINAL JUSTICE  
DEC 28 1981

Honorable Tommy Altaras  
Juvenile Judge  
Johnson County Court  
Cleburne, Texas 76031

Dear Judge Altaras:

The Executive Funding Committee consisting of Governor Clements, Lt. Governor Hobby and Comptroller Bullock, based on the recommendation of the Criminal Justice Advisory Board, hereby awards the following grant to Johnson County:

Purchase of Juvenile Services/1	\$5,097.00
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This grant award must be accepted within 30 days of the award date by executing and returning the enclosed acceptance agreement in the self-addressed envelope provided. The original Statement of Grant Award, which is also enclosed, should be placed in your grant files. Future correspondence with the Governor's Office of General Counsel and Criminal Justice regarding this grant should refer to Grantee, Grant Title, and Grant Number as noted on the Award.

The Financial Management Guide, referred to in the Statement of Grant Award, and the quarterly progress report forms are enclosed with the copy of this letter being mailed to the project director.

After acceptance of the grant award, funds may be requested in accordance with instructions contained in the Statement of Grant Award and Request for Funds form. The form for requesting funds has been included with the copy of this letter being mailed to the financial officer. Please do not request funds until their use is imminent.

If we can be of any assistance, please do not hesitate to contact us.

Sincerely,

*David Herndon*  
David Herndon  
General Counsel

DH/clp  
Enclosures

cc: Mr. Earl L. Green  
Mr. Robert Wylie

Office of the  
GovernorGeneral Counsel and  
Criminal Justice

## STATEMENT OF GRANT AWARD

Grantee Organization	Project Title
Johnson County	Purchase of Juvenile Services/1
Grant Number	Grant Period Dates
JA-81-C03-7445	January 1, 1982 - December 31, 1982
Project Director	Financial Officer
Earl L. Green	Robert Wylie
Amount of Award	Grantee Cash Contribution
State \$ -0- Federal \$ 5,097.00 Total \$ 5,097.00	\$ -0-

The budget contained on page 2 of the application is the approved budget for this grant.

## Grantee Request for Funds

Grantee shall request funds on a monthly basis for awards greater than \$10,000 and on a quarterly basis for awards of \$10,000 or less. Copies of invoices will be submitted with request for funds for non-operational grants, i.e., equipment purchases, construction, and contract services.

## Future Support

Approval of the above entitled and numbered grant does not commit the Governor's Office to future funding. Any future funding shall be determined by the state plan under which application may be made, all applicable policies and procedures promulgated by the Governor's Office of General Counsel and Criminal Justice and the appropriation of funds.

This grant is subject to and conditioned upon acceptance of the standard grant conditions, special conditions noted below, and rules for administration of grants. Total project costs must be accounted for in accordance with the Financial Management Guide issued by the Governor's Office of General Counsel and Criminal Justice.

## 1. Special Conditions Attached:

- a. Juvenile Justice and Delinquency Prevention Requirements.
- b. Consultant Contract Review and Approval.
- c. Purchase of Juvenile Services.
- d. Deinstitutionalization of Juvenile Offenders.

Grants Manager Phone	Jim Kester (512) 475-3001	Governor's Office of General Counsel and Criminal Justice—P.O. Box 12428, Austin, Texas 78711
Award Date	DEC 28 1981	<i>David Herndon</i>

David Herndon, General Counsel and  
Director of Criminal Justice  
Office of the Governor

## SPECIAL CONDITIONS

1. The attached grant award represents 50% of the requested and/or approved amount of your grant application for FY 1982 Juvenile Justice and Delinquency Prevention Act funds. A supplemental grant award for the remaining 50 percent will be made at a later date contingent upon final congressional appropriations for FY 1982.
2. Administrative costs can not exceed 15% of the total funds expended for purchase of services included in the Maximum Rate Schedule. With the submission of the final expenditure report, an attached itemized summary of administrative costs will be required which will not exceed 15% of total funds expended for purchase of services.
3. The U.S. Office of Juvenile Justice and Delinquency Prevention requires that the Grantee must agree to 100% removal of accused and adjudicated status offenders and non-offenders from secure detention and correctional facilities. Exemptions to the requirement of 100% removal of status offenders are: [a] the first 48 hours of detention, and [b] status offenders who have violated a valid court order. An additional requirement is 100% separation of juveniles from adults accused or convicted of criminal-type offenses when detained in the same jail or other facility, including 100% separation from adult "trustys".

APPENDIX G  
Revised 8/18/81"Standard Requirements for Administering  
Contracts under the 82-C03 Program:  
Purchase of Juvenile Services"

The purpose of the 82-C03 program is to reduce both delinquent offenses and status offenses by providing funds to purchase services necessary to the rehabilitation of juvenile offenders referred by juvenile courts or juvenile probation departments. A related purpose is to insure coordination of all available resources. To accomplish these purposes, CJD will award subgrants to counties and to Regional Councils applying on behalf of counties, or to the Texas Juvenile Probation Commission which will award contracts to counties and Regional Councils according to priorities established by Regional Councils and according to eligibility requirements contained in the 82-C03 program.

Following are the major requirements for administering purchase of juvenile services projects.

1. Eligible Juveniles: Those who are 10-17 years old who have been officially referred to the juvenile court or juvenile probation department for an alleged or adjudicated offense under Title 3, Texas Family Code, and who have been formally referred for service by the juvenile court or juvenile probation department.
2. Eligible Services and Maximum Rates of Payment: Those listed in the Maximum Rate Schedule included in this appendix are eligible. Rates and types of services must conform to the Maximum Rate Schedule. Any combination of services can be purchased for an eligible juvenile provided those services are necessary to the rehabilitation of the juvenile offender. In each case, necessary services are determined by the Project Director or the Juvenile Court.
3. Eligible Service Providers: Counties may contract with both public and private agencies and with individuals who have the required professional qualifications. All service providers must meet professional qualifications listed in the Maximum Rate Schedule in this appendix, including licensing of residential facilities and foster families by the Texas Department of Human Resources unless the facility is used exclusively for the placement of juveniles by the juvenile court. In exceptional cases where there are no available non-residential service providers in the community who meet qualifications for non-residential services described in the Maximum Rate Schedule, grant funds may be used to contract with another service provider who meets requirements set by the juvenile court or juvenile probation department. Exceptions must be reviewed by CJD.

4. Contract Procedures

(a) The standard "Contract for Services" in this appendix should be completed and signed by the county judge, the Project Director, and the service provider.

A copy signed by both parties must be made a part of the project records. Any contract which will exceed \$2,500.00 must be reviewed and approved in writing by CJD.

(b) In the case of purchasing emergency clothing or transportation for juveniles being removed from detention and placed in a facility other than their own home, a "Contract for Services" is not required. Regular county procurement procedures may be used. For example, an invoice may be presented to the county for payment of actual cost according to the Maximum Rate Schedule.

DRAW-DOWN-OF-STATE FUNDS.

After receipt of subgrant award, the County Treasurer may submit, quarterly, a request for funds. Generally, three months of funds are requested in advance at the beginning of each quarter.

REIMBURSEMENT OF CONTRACTORS

At the end of each month of service provided, service contractors should submit to the county a copy of "Service Provider's Request for Payment Form" in this appendix, along with documentation of services provided. The County Treasurer may then reimburse the contractor according to normal county procedures.

PROGRESS REPORTS

At the end of each calendar quarter, a Quarterly Progress Report must be submitted documenting accomplishments in accordance with the standard performance indicators in the 82-C03 program description. Also, a financial report must be submitted for each calendar quarter, documenting expenditures in accordance with the approved subgrant budget.

CLIENT FOLLOW-UP FORMS

For each juvenile who receives services, the Project Director for the county shall complete a "Client Follow-up Form" (to be provided). The juvenile's parents also should be asked to complete a "Client Follow-up Form" and return it to the Project Director. Names of juveniles and parents should not be reported. The Project Director shall submit all completed "Client Follow-up Forms" as part of the Final Progress Report. Results will be used for statistical purposes only.

STATE OF TEXAS            ↓

COUNTY OF JOHNSON       ↓

CONTRACT FOR SERVICES

In accordance with provisions of Criminal Justice Division Grant No. JA-81-103-7445  
hereinafter called Service Agency, by this Agreement, and in consideration of  
the mutual promises set forth below, agree that: \* ~~Andrews Counseling Service~~ \*  
or Metro Counseling

I. PROVISIONS OF SERVICES

A. The Service Agency agrees to provide the following NON-RESIDENTIAL services (if applicable):

(1) The County will pay the SERVICE AGENCY an amount not to exceed

\$ 35.00 per client per Hour

(hour/day/examinaton, etc.)

for psychological counseling whether individually,  
(description of services)

in a group or for vocational purposes

(SEE MAXIMUM RATE SCHEDULE.)

(2) Payment is to be made monthly. Each billing will contain the name of the client(s) for whom payment is being requested, a brief description of services provided, and the rate at which services have been billed. This billing is to be submitted to the COUNTY at the end of each month by the SERVICE AGENCY.

B. The Service Agency agrees to provide the following RESIDENTIAL services, if applicable, which shall be limited to alleged or adjudicated juvenile offenders placed in licensed foster family homes, foster group homes, emergency shelters, half-way houses, basic child care institutions, residential treatment centers, or wilderness camps.

For and in consideration of the following services, the County agrees to pay the Service Agency an amount not to exceed actual costs up to \$48 per day, as per attached Maximum Rate Schedule, Section B.3.

## (1) INDIVIDUAL PROGRAM PLANNING:

- (a) The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- (b) Each client placed with the Service Agency shall have a written individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate County personnel prior to placement.
- (c) The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate County personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- (d) The IPP shall contain the reasons why the placement will benefit the client and specify behavioral goals and objectives being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- (e) Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- (f) The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- (g) If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Resources, are notified.
- (h) The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the Court.
- (i) The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- (j) Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accord with established Service Agency policies.

- (k) Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Resources.
- (2) Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- (3) If a client makes an unauthorized departure from the Service Agency, the County Placement Officer shall be notified immediately. If the client returns to the Service Agency within three (3) days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed three (3) days' payment.
- (4) The Service Agency is under no obligation to retain space for client in unauthorized departure situations.
- (5) Payment is to be made monthly. Claim for payment will be submitted on no later than ten days from the last day of the month for which payment is being requested.
- (6) Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is requested.

### III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review client records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Johnson County and the State of Texas, books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.

- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

### III. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the County. This does not preclude reasonable attempts to seek voluntary contribution from families of clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the County is not charged for such fiscal support which the client is otherwise eligible.

### IV. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with Title IV of Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age or handicapped condition. The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age or handicapped condition.

### V. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Johnson County and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

### VI. DEFAULT

- A. The County may by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:
- 1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
  - 2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by the County in writing) after receiving notice of default.

VII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.
- B. Termination of the client's residence with or receipt of services from the Service Agency shall occur only after notifying the Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the non-terminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness or gross error implying bad faith, in some court of competent jurisdiction.

VIII. LAW AND VENUE

In any legal action arising under this Contract, the laws of Texas shall apply and venue shall be in Johnson County.

IX. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
 County  
 BY: Earl Green  
 Project Director

Service Agency  
 BY: \_\_\_\_\_  
 Administrator/Director

TITLE: Chief Juvenile Probation Officer

ADDRESS: Johnson County Courthouse  
Cleburne, Texas

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

DATE: January 4, 1982

DATE: \_\_\_\_\_

BY: Tommy Altaras  
 County Judge

ADDRESS: Johnson County Courthouse  
Cleburne, Texas

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

DATE: January 4, 1982

DATE: \_\_\_\_\_

GOVERNOR'S OFFICE OF GENERAL COUNSEL  
AND  
CRIMINAL JUSTICE  
MAXIMUM RATE SCHEDULE

Revised 7/21/81

A. MAXIMUM ALLOWABLE RATES FOR PURCHASE OF NON-RESIDENTIAL SERVICES FOR JUVENILES

	<u>Maximum Fee In Dollars</u>
<u>Psychiatry</u>	
1. Psychiatric diagnostic interview or examination including history, mental status, or disposition (Communications with family, school, or referral source are included in the Maximum Fee indicated). Must be performed directly by a licensed psychiatrist.	72.
2. Individual medical psychotherapy, <u>per hour</u> . Must be performed directly by a licensed psychiatrist.	60.
3. Group medical psychotherapy (maximum eight persons per group), 1-1/2 hours per person per session.	25.
<u>Psychological Evaluations and Counseling Services</u>	
1. Full battery psychological evaluation which includes the following:  <div style="margin-left: 40px;">           Diagnostic interview and history            Individual Intelligence Test            Organicity-Perceptual Test            Wide Range Achievement Test            Projective and Objective Test            Vocational Test <u>OR</u>            Aptitude Test            Review and evaluation with written narrative report.         </div>	115.
2. Individual or family psychological counseling - <u>per counseling hour</u> . Must be performed directly by a licensed psychologist or social psychotherapist.* Administrative expenses and communications with family, school, or referral source are considered part of the cost per counseling hour.	40.

\*In counties where licensed professionals are not available, the Project Director may request permission from CJD to contract with an experienced professional who meets the county qualifications for a probation officer.

	<u>Maximum Fee In Dollars</u>
3. <u>Group psychological counseling - per counseling hour per person.</u> (Maximum of 8 persons in group.) Must be performed directly by a licensed psychologist or social psychotherapist. Administrative expenses and communication with family, school, or referral source are considered part of the cost per counseling hour.	18.
<u>Medical Services</u>	
1. General physical examination and report by form or narrative; including routine lab and x-ray.	75.
2. Emergency Office calls.	20.
3. Prescribed medication.	Actual Cost
<u>Dental Services</u>	
1. Dental examination required for residential placement (charting history, oral visual examinations, radiographs, and completion of forms).	40.
2. Emergency calls.	20.
3. Prescribed medication.	Actual Cost
<u>Clothing</u>	
Up to \$100 for a one-time-only purchase of clothing for juveniles being removed from detention and placed out of own home.	Actual Cost
<u>Transportation</u>	
Grant funds may not be used when funds from other sources are available--e.g., from parents, interstate compact on juveniles, or other source.	Actual Cost
<u>B. MAXIMUM ALLOWABLE RATES FOR PURCHASE OF RESIDENTIAL SERVICES FOR JUVENILES</u>	
1. Foster family home, age 10-17 years: Must meet Texas Department of Human Resources minimum certification standards for foster family homes.	<u>Per Day</u> 8.
2. Therapeutic foster family home, age 10-17 years: Therapeutic foster family homes are for emotionally disturbed and mentally retarded juveniles. (Behavior problems, including delinquent behavior or conduct indicating a need for supervision are included under	

emotionally disturbed. Must meet TDHR standards for therapeutic family homes.)

Per Day

13.

3. Foster group home, basic child care institution, emergency shelter, halfway house, and residential treatment center, age 10-17 years. Must meet TDHR minimum licensing standards.

Up to 48.\*

\* Based on actual documented cost (annual audit review).

C. Maximum Allowable Rate for Purchase of Juvenile Detention.

1. In accordance with Title 3 of the Texas Family Code, a county may contract with another county for juvenile detention.\* The maximum allowable daily rate is \$48/day, based on actual documented cost. The juvenile detention facility must be inspected and certified by the juvenile judge or juvenile board as required by Title 3 of the Texas Family Code.

This Rate Schedule is based upon Texas Rehabilitation Commission, Maximum Affordable Payment Schedule, February 1980 Edition, as amended; Texas Department of Human Resources' Maximum Allowable Fees for Residential Placement; and Governor's Office of General Counsel and Criminal Justice Policies.

\*Must be a separate, certified juvenile detention facility, not within an adult jail.

SERVICE PROVIDER'S  
 REQUEST FOR PAYMENT FORM  
 (To Be submitted to the County Project Director)  
 Revised 8/18/81

FROM:  
 BUSINESS ADDRESS:  
 SUBGRANT NUMBER, TITLE, AND COUNTY:  
 SERVICE PROVIDED:  
 DATE(S) PROVIDED:  
 NAME OF CLIENT:  
 REFERRED BY: \*  
 REASON FOR REFERRAL (ACTUAL OFFENSE):

DATE:

Description of Service Provided:	<u>Hours</u>	<u>Min.</u>	<u>\$Amount</u>
A. Psychiatric			
(a) Diagnostic Interview			
(b) Individual Medical Psychotherapy	_____	_____	_____
(c) Group Medical Psychotherapy	_____	_____	_____
B. Psychological Assessment			
(a) Full Battery			
Tests Given:			_____
(b) Individual/Family Psychological Counseling			_____
(c) Vocational/Educational Counseling	_____	_____	_____
(d) Group Psychological Counseling	_____	_____	_____
C. Medical Services			
(a) General physical exam with reports, lab, and X-ray			_____
(b) Emergency Office calls			_____
(c) Prescribed medication (actual cost)			_____
D. Dental Services			
(a) Dental exam (complete)			_____
(b) Emergency Office calls			_____
(c) Prescribed medication (actual cost)			_____
E. Residential Services	<u>Days</u>	<u>Hours</u>	<u>\$Amount</u>
(a) Foster family home	_____	_____	_____
(b) Therapeutic foster family home	_____	_____	_____

Signed \_\_\_\_\_

Date \_\_\_\_\_

Rate may not exceed maximum rate allowable (schedule attached).

\* Name of county probation officer who made the referral



--Purchase of Juvenile Services. Each county or Regional Council receiving a subgrant from CJB or a contract from TJPC shall report quarterly on the following standard performance indicators.

- I. The total number of juveniles for whom each of the the following types of services were purchased:
  - A. Psychiatry (by a licensed psychiatrist)
    1. Psychiatric diagnosis
    2. Medical psychotherapy (individual)
    3. Medical psychotherapy (group)
  - B. Counseling (by a licensed psychologist or social psychotherapist)
    1. Psychological counseling (individual)
    2. Psychological counseling (group)
    3. Vocational counseling
  - C. Medical services
    1. General physical examination
    2. Office visit
    3. Prescribed medication
  - D. Dental services
    1. Examination
    2. Emergency office visit
    3. Prescribed medication
  - E. Clothing
    1. Emergency Purchase of clothing
  - F. Transportation
    1. Emergency transportation for runaways

- G. Residential services.
  1. Regular foster family home placements
  2. Therapeutic foster family home placements
  3. Emergency shelter placements
  4. Other placements in licensed residential facilities
- II. The number of status offenders and nonoffenders diverted from secure detention and correctional facilities within 48 hours after being taken into custody, excluding weekends and holidays.
- III. The number of violent juvenile offenders placed in correctional programs.
- IV. The number of repeat juvenile offenders placed in correctional programs.
- V. In addition, grantees shall report on the number of on-site monitoring visits made to county detention and correctional facilities to determine compliance with sections 223(a)(12)(A) and (14) of the JJDP Act.

Office of the  
Governor



General Counsel and  
Criminal Justice

GRANTEE ACCEPTANCE NOTICE

AGREEMENT:

That whereas Johnson County  
hereinafter referred to as Grantee, has heretofore submitted a grant application containing standard grant conditions  
to the Governor's Office, State of Texas, entitled Purchase of Juvenile Services/1

and further identified by grant number JA-81-C03-7445 and;

Whereas, the Governor of the State of Texas has approved the grant application as evidenced by the Statement of  
Grant Award from the Governor's Office dated Dec. 28, 1981  
which contained certain special requirements in addition to the standard grant conditions and;

Whereas, the Grantee desires to accept the grant award which embraces the standard grant conditions and special  
requirements as evidenced by the Statement of Grant Award,

Now, therefore, Grantee accepts the aforementioned Statement of Grant Award, the standard grant conditions, and  
special requirements and further shall timely comply with all standard grant conditions and special requirements in  
the grant application and the Statement of Grant Award as evidenced by this agreement executed by the project  
director, financial officer, and the official authorized to sign the original grant application as presiding officer of and  
on behalf of the governing body of this grantee:

Now, therefore, the Grantee shall designate either the project director or financial officer to coordinate and be  
solely responsible for submission of adjustments pertaining to both programs and financial elements of the  
application, and position authorized to submit adjustments is Earl Green, Project Director

NON-LOBBYING CERTIFICATION:

We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local  
cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or  
defeat of any legislative measure.

A finding that a grantee has violated this certification shall result in the immediate termination of funding of the  
project and the grantee shall not be eligible for future funding from the Governor's Office of General Counsel and  
Criminal Justice.

Verified by:

Date: JANUARY 4, 1982

Earl Green  
Signature of Project Director

Signature of Financial Officer

Earl Green  
Name (please print or type)

Robert M. Wylie  
Name (please print or type)

Chief Juvenile Probation  
Title Officer

County Auditor  
Title

Signature of Authorized Official

TOMMY ALTARAS  
Name (please print or type)

County Judge  
Title

A motion was made by Commissioner Lambert and seconded by Commissioner Atwood to allow Mr. Carroll to assist the State Property Tax Board.

All voted aye.

## State Property Tax Board

**EXECUTIVE DIRECTOR**  
Kenneth E. Graeber  
**DEPUTY DIRECTOR**  
Bill Carnes, Ed.D.  
**ASSOCIATE DIRECTORS**  
Larry Luedtke, Valuation  
Jim Robinson, Education  
and Standards  
**GENERAL COUNSEL**  
H. Jack Woods



9501 North IH 35  
P. O. Box 15900, Austin, Texas 78761  
Telephone 512-837-8622 or 800-252-9121

December 21, 1981

### MEMBERS OF THE BOARD

Ben Munson, Chairman  
William J. (Bill) Burnette  
Dr. John E. Codwell, Sr.  
Marvin L. Jones  
Stephen T. Jordan  
Joseph A. VanDeWalle, Sr.

Honorable Tommy Altaras  
County Judge  
Johnson County  
Johnson County Courthouse  
Cleburne, Texas 76031

Dear Judge Altaras:

The State Property Tax Board is required by Section 11.86 of the Texas Education Code to conduct a biennial study of the value of all taxable property in each of the state's 1072 school districts, the results of which are ultimately used in the distribution of state aid for public education. To complete the study, our agency will require the assistance of individuals who are both highly experienced in property valuation and extremely knowledgeable in the area of tax administration. Mr. Ed Carroll is one such individual.

We have invited Mr. Carroll, and he has consented, to serve as a consultant with our agency during the On-Site Review of school district values to begin in January. We would sincerely appreciate your allowing him to assist our agency with next year's Market Value Study.

I cannot overemphasize how much we would appreciate your favorable consideration of this matter. Given the purpose and use of the results of the study, the importance of having highly qualified individuals such as Mr. Carroll involved in this project is obvious.

If there are any questions I may answer for you, please do not hesitate to call me.

Sincerely,

Larry Luedtke  
Associate Director  
Valuations

cc: Mr. Ed Carroll  
Tax Assessor-Collector

CONNIE K. ALLEN  
COURT REPORTER

GAYLA HENSLEE  
COMMISSIONERS' COURT  
AND CIVIL CASE SETTINGS

744

TOMMY ALTARAS  
JOHNSON COUNTY JUDGE

THIRD FLOOR  
JOHNSON COUNTY COURTHOUSE  
CLEBURNE, TEXAS 76031

ALL OFFICES  
817-645-7151

COURT ROOM  
COURT ROOM  
FOR CRIMINAL AND PROBATION  
CASE SETTINGS

DELETA SMITH  
PROBATE CLERK

January 5, 1982

Larry Luedtke  
Associate Director  
State Property Tax Board  
P.O. Box 159  
Austin, Texas

RE: State Aid for Public  
Education

Dear Mr. Luedtke,

Please be advised that the Johnson County Commissioner's Court has approved the Johnson County Tax Collector, the Hon. Ed Carroll, assisting as a consultant for your agency during the On-Site Review of school district values.

Also, please find enclosed the executed non-conflict affidavit for your files. If there is any other information that you need, please refer to the above address for correspondence.

Very truly yours,

TOMMY ALTARAS  
County Judge

TA/gch

cc: William E. Carroll  
1st Floor  
Johnson County Courthouse  
Cleburne, Texas 76031

744

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to write the Texas Highway Department a letter concerning County's liability and sub-contractor's liability during construction of the bridge over Rocky Creek in Precinct No. 2.

All voted aye.



COMMISSION  
A SAM WALDROP, CHAIRMAN  
DEWITT C. GREER  
RAY A BARNHART

STATE DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATION  
Post Office Box 197  
Cleburne, Texas  
76031

ENGINEER-DIRECTOR  
B L DEBERRY

December 30, 1981

IN REPLY REFER TO  
FILE NO

Subject: Agreement for Rock Creek Bridge Replacement  
County Road 920  
Johnson County

Honorable Tommy Altaras  
County Judge, Johnson County  
Johnson County Court House  
Cleburne, Texas 76031

Dear Judge Altaras:

In regard to the above listed subject Agreement, paragraph #7, Johnson County (the Governmental Agency) agrees to indemnify against any and all claims, etc for which the Department (State Department of Highways and Public Transportation) is or may be liable arising out of, incident to or in any manner associated with or attributed to the project.

Johnson County is presently responsible for the maintenance and operation of the County roads within this County. This Agreement is not intended in any manner to change this responsibility. The State is to do the Preliminary Engineering, Plan Work and furnish 80% of the Construction cost for the replacement of the existing bridge at this location. After the State has completed this work and has accepted the project and released the Contractor, our responsibility relative to this bridge replacement is completed. Any responsibilities that Johnson County has now concerning the existing bridge will still be the responsibility of Johnson County after the new structure is completed and turned over to Johnson County.

There may be extra width right-of-way required at this location to enable us to perform the construction work and to build the approaches to the bridge from either direction. Until we are able to perform preliminary engineering work in the field on this project, and we have to have this signed agreement before we can do this work, I cannot accurately know for sure that extra right-of-way will be required. Damages to adjoining, abutting or other property is included in this Agreement which we are asking to be indemnified against.

I sincerely hope that I have been able to clear up any uncertainties that you and the Commissioners may have concerning this matter. I hope that we will be able to move on this project in an expeditious manner.

Yours very truly,

*[Signature]*  
Elvis D. Shockley  
Supv. Resident Engineer

EDS:pc

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to authorize Judge Altaras to write the Mansfield Fire Department to ask them to continue fighting fires for the next 30-60 days until Commissioners' Court can work something out with them and the fire commissioners, and for Judge Altaras to write the Fire Commission a letter so the Commission can get with Mansfield Fire Department and work something out.

All voted aye.

W. E. Carroll appeared before the Court seeking salary adjustment for title clerks in the Tax Office. Request denied.

Court recessed at 10:40 A. M. and reconvened at 11:00 with all members present.

The following letter was received from David M. Guinn and Michael D. Morrison, regarding newspaper publication of changes in Election Precinct Boundaries for Johnson County:

DAVID M. GUINN  
MICHAEL D. MORRISON

November 25, 1981

Judge Tommy Altaras  
Johnson County Courthouse  
Cleburne, Texas 76031

BAYLOR LAW SCHOOL  
SOUTH FIFTH STREET  
WACO, TEXAS 76798  
(817) 755-3611

Dear Judge Altaras:

Enclosed is a form which you may use in preparing the required notice of the change in Election Precinct Boundaries for Johnson County. It is mandatory under Texas Law (Texas Election Code, Article 2.04) that notice of these changes be immediately published in a newspaper of general circulation within the county for three consecutive weeks after the change order has been adopted by the Commissioners' Court. This newspaper publication should give a brief description in general terms of the changes made, and should designate the voting place for that precinct. It does not require any detail description of the precinct boundaries.

The form which Professor Morrison and I have included covers these notice requirements, and further advises that the change cannot become effective until pre-clearance is secured from the U.S. Justice Department. (See the enclosed language of Article 2.04 of the Texas Election Code.)

Therefore, after the Court has adopted the new redistricting plan for County, along with the Election Precinct Boundary changes, please publish the enclosed notice in a local newspaper in the legal section for three consecutive weeks.

Judge, this is not required by federal law and thus not a part of our Section 5 submission work. If you wish we will have a Spanish translation prepared of your notice, if you will send us the final prepared copy.

If you have further questions please let me know.

Sincerely,

  
David M. Guinn

Second letter received from David M. Guinn and Michael D. Morrison  
✓ regarding map depicting changes in Election Precincts being sent to Secretary  
of State, as follows:

DAVID M. GUINN  
MICHAEL D. MORRISON

December 3, 1981

BAYLOR LAW SCHOOL  
SOUTH FIFTH STREET  
WACO, TEXAS 76798  
(817) 755-3611

Judge Tommy Altaras  
Johnson County Courthouse  
Cleburne, Texas 76031

Dear Judge:

I want to remind you of the mandatory requirements of Article 2.04a of the Texas Election Code. Under Article 2.04a when the County Commissioners' Court makes any changes in election precincts on or after September 1, 1981, within four months after the entry of the order they must supply the Secretary of State with a map depicting the changes in the statutorily described manner.

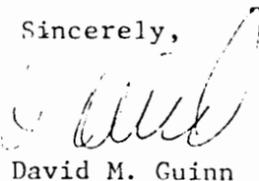
The applicable sections under 2.04a of the Texas Election Code are set out in full below:

Subdivision 1. Between September 1, 1981, and January 1, 1982, each county clerk in the State shall furnish to the Secretary of State a map of his county showing the boundaries of the county commissioner precincts and the county election precincts as they exist under the most recent orders of the County Commissioners Court. The map may be in multiple sections. It shall show roads, streets, streams; city boundaries, and other natural or artificial landmarks which are used as boundary lines for the county commissioner precincts and the county election precincts, in sufficient detail and with sufficient designation by number, name, or other means of identification to depict the precinct boundaries in an accurate and understandable manner.

Subdivision 2. When the Commissioners Court makes any changes in the county commissioner precincts or the county election precincts by order entered on or after September 1, 1981, within four months after the entry of the order the county clerk shall furnish to the Secretary of State a map depicting the changes in the manner described in Subdivision 1 of this section.

This requirement of the Texas Election Code must be complied with so that changes in election precincts and polling stations will be statutorily proper and valid under Texas law.

Sincerely,



David M. Guinn

DMG/md

and Election Judges  
Designation of polling places/passed until Monday, January 11th,

1982.

A motion was made by Commissioner Atwood and seconded by Commissioner  
✓ Lambert to approve payment of bills, as read by the County Auditor.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner  
✓ Reese to approve the minutes of the previous meeting, as read by the County  
Clerk.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner  
✓ Atwood to approve Rider on County Tax-Assessor Collector's bond.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner  
Atwood to adjourn.

All voted aye.

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COUNTY CLERK

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COUNTY JUDGE

...ooo0ooo...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

JANUARY 11, 1982 - 9:00 A.M.

1. Invocation
2. Reading of Minutes
3. Payment of Bills
- ✓ 4. Request to increase Juvenile Probation fees from \$10.00 per month to \$15.00 per month - Chief Earl Green
5. Keene Independent School District - Wanda Nimmo
6. Designation of Polling Placing & Election Judges
7. Judge's Report from past business
- ✓ 8. Fire Protection in Mansfield - Mr. Wallings
9. Request to Recondition Road - Francis Kyle
10. Selection of Holidays for 1982
11. Appointment of Hospital Board
12. Appointment of Salary Grievance Committee
13. Appointment of Fire Commissioners
14. Letter from Texas Department of Mental Health & Mental Retardation

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of Commissioners' Court is posted in accordance Article 6252-17 of Vernon's Civil Statutes.

\_\_\_\_\_  
TOMMY ALTARAS  
County Judge

POSTED: January 7, 1982  
9:00 A.M.  
Johnson County Courthouse

STATE OF TEXAS :  
 :+ JANUARY 11, 1982  
COUNTY OF JOHNSON :

BE IT REMEMBERED AT A REGULAR MEETING OF THE COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above-mentioned date at the Courthouse in Cleburne, Johnson County, Texas, with the following members present: C.W. Atwood, Commissioner of Precinct No. 1, A. J. Lambert, Commissioner of Precinct No. 2, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner No. 4, Tommy Altaras, County Judge.

Mr. Warren appeared before the court from the Lillian Community and introduced guests from that Community, in regard to fire protection outside Mansfield. Guest, Mr. Orr, asked the court for protection until they organize. It is understood that Mansfield will fight fires on paid per call basis. Court instructed these individuals to appear before the Fire Commission and ask for help.

A motion was made by B. B. Aldridge and seconded by Commissioner Lambert redefining and establishing boundary of Keene Independent School District.

All voted aye.

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751

# ALVARADO Public Schools

Administration Building  
Post Office Box 387  
Alvarado, Texas 76009  
A/C 817-783-2202

January 8, 1982

Honorable Tommy Altaras, County Judge  
Johnson County  
County Courthouse  
Cleburne, Texas 76031

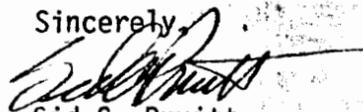
Dear Judge Altaras:

This is to verify that the Alvarado Independent School District gave Keene Independent School District the tract of land listed on the Keene tax roll, April 10, 1982. The attached copy of the Alvarado Independent School District School Board Minutes, dated April 10, 1972, verifies that this action was approved by the Board of Trustees.

Mr. J. W. Maberry, Tax Assessor for the school district, can give a legal description of the property if the county records do not reflect this description.

Please contact me if additional information is needed.

Sincerely,



Sid C. Pruitt  
Superintendent of Schools

SCP/jw

751

Alvarado Oil Co. (gas and oil)	-----	850.85
Emtek Corp. (vatrex)	-----	59.15
White Auto Store (torch)	-----	6.28
National Linen Serv. (services)	-----	8.50
Alvarado Oil Co. (gas and oil)	-----	134.95

752

*Julianan Cowden*  
 JULIANAN COWDEN - PRESIDENT

*John Percifield*  
 JOHN PERCIFIELD - SECRETARY

REGULAR MEETING OF THE BOARD OF TRUSTEES \*\*\*\*\* ALVARADO INDEPENDENT SCHOOL DISTRICT  
 APRIL 10, 1972

The Board met in regular session on Monday night, April 10, 1972 at 7:30 p.m. in the High School Library. The following members were present: Miss Cowden, Mr. Mahanay, Mr. Smith, Mr. Percifield, Mr. Walker and Mr. Estes.

925

at 7:30 a.m.

d. Mr. Percifield made the motion to leave Mr. Crocker's salary as it is at \$500 for coaching duties due to his move being one of convenience to the school. Mr. Walker seconded the motion and it passed unanimously.

Mr. Walker made the motion to extend for 1 year the contracts of the following teachers: Mr. Allen, Miss Augustin, Mr. Bates, Mr. Crow, Mrs Crow, Connie Thomas, Mary Thomas, Mr. Jenkins, Mr. Crocker, Mr. Parker, Miss Crowley, Mrs. Galeotti, Mr. Glenn, Mrs. Henry, Mr. Phillips, Miss Sayers, Mr. Smith, Mr. Thronburg, Mr. Williams, and Mr. Brown. The position of assistant principal is to be created and Mr. Jackson and Mr. Wilkinson to use their discretion in filling it. Mr. Mahanay seconded the motion and it passed unanimously.

Mrs. Decker and Mrs. England are asking for maternity leave and Mr. Burns asking for leave to go to school. Mr. Smith made the motion to allow Mrs. England leave for 6 weeks with Mrs. Gibbs substituting. Mrs. Decker and Mr. Burns are to be rehired when there is an opening. Mr. Walker seconded the motion and it passed unanimously.

Mr. Smith made the motion to pay bills. The motion was seconded by Mr. Walker and it carried unanimously.

The motion was made by Mr. Walker for the school system to take applications for approved charge accounts in Alvarado-- a petty cash system to be set up-- Mr. Wilkinson is to use his discretion as to who is to be permitted to use the charge accounts. Mr. Smith seconded the motion and it passed unanimously.

The County School Board gave the property on the Keene Tax roll to Keene except for a tract south of 07. This tract was transferred back to Alvarado. They are asking the State to rule on whether or not Keene should assume the proportionate share of bonded indebtedness along with the land.

Mr. Percifield made the motion to adopt the calendar as presented for 1972-73. School classes to start on August 21, 1972 and end on May 29, 1973. Mr. Estes seconded the motion and it carried unanimously.

The meeting was adjourned.

*Sid Smith*  
 1-8-82

BILLS TO BE PAID:

752

LOCAL MAINTENANCE:

Lone Star Gas Co. (gas)	-----	284.37
Bell Telephone Co. (services)	-----	189.31
Atlantic Richfield Co. (gas for school vehicles)	-----	45.33
Forrest Chevrolet (parts)	-----	20.75
Williams Chemical (squeeze, push broom handles, brooms)	-----	68.53
Barbara Crowley (reimb. for tea. supp.)	-----	21.29

STATE OF TEXAS X

COUNTY OF JOHNSON X

FIELD NOTES FOR KEENE INDEPENDENT SCHOOL DISTRICT

Keene Independent School District boundaries redefined:

BEGINNING at the N.E. corner of the James Starrett Survey, Abst. No. 776;

THENCE -- SOUTH with the WEST line of said Starrett Survey to the SOUTH line of the James Mackey Survey, Abst. No. 589;

THENCE -- EAST with the SOUTH line of said Mackey Survey to the S.W. corner of the William Ray Survey, Abst. No. 730;

THENCE -- S 30° E to the NORTH right-of-way line of the G.C. & S.F. Railroad;

THENCE -- Northeastwardly and Eastwardly with the NORTH right-of-way line of said railroad to the S.W. corner of that 43.13 acre of Charlie Phillips;

THENCE -- NORTH with the WEST line of said Phillips 43.13 acre tract to the N.W. corner of said tract in the SOUTH line of the William Carter Survey, Abst. No. 149, and in the SOUTH line of that 30.0 acre tract of A.H. Head;

THENCE -- WEST with the SOUTH line of said Head 30 acre tract to the S.W. corner of same;

THENCE -- NORTH with the WEST line of said 30 acre Head tract and the WEST line of that 93.0 acre tract of M.E. McKee to the centerline of U.S. Highway in a NORTH line of said Carter Survey;

THENCE -- Northeastwardly with the centerline of said highway to a point in the WEST line of that 99.0 acre tract of D.C. Jackson;

THENCE -- NORTH with the WEST line of said Jackson 99.0 acre tract and the EAST line of County Road No. 807 to the N.W. corner of said 99.0 acre tract, in the SOUTH line of the R.P. Covington Survey, Abst. No. 148;

THENCE -- East with the NORTH line of said Jackson 99.0 acre tract and the SOUTH line of said Covington Survey to the S.W. corner of that 94.0 acre tract of D. C. Jackson;

THENCE -- NORTH with the WEST line of said Jackson 94.0 acre tract to the SOUTH line of the Calvin J. Jones Survey, Abst. No. 455;

THENCE -- NORTH with the WEST line of said C. J. Jones Survey to the S.E. Corner of the Lafayette W. Jones Survey, Abst. No. 456;

THENCE -- WEST with the SOUTH line of said L. W. Jones Survey to the S. W. Corner of same;

THENCE -- NORTH with the WEST line of said L. W. Jones Survey to the S.E. Corner of the Jeremiah Easterwood Survey, Abst. No. 250;

THENCE -- WEST with the SOUTH line of said J. Easterwood Survey 980 varas to the S.W. Corner of that John King 120 acre tract and the S. E. Corner of that 50 acre tract of R. G. Winn;

THENCE -- NORTH to the NORTH line of said J. Easterwood Survey;

THENCE -- WEST to the S. W. Corner of David Mitchell Survey, Abst. No. 608;

THENCE -- WEST, crossing the Milton J. Moore Survey, Abst. No. 604, to the S.E. Corner of the J. Thompson Survey, Abst. No. 836;

THENCE -- WEST to the N. E. Corner of the Wm. J. Culverhouse Survey, Abst. No. 163;

THENCE -- SOUTH with the EAST line of said Culverhouse to the S.E. Corner of same;

THENCE -- WEST with the SOUTH line of said Culverhouse Survey to the S.W. Corner of same;

THENCE -- SOUTH to the S.E. Corner of the Denton Darby, Sr. Survey, Abst. No. 223;

THENCE -- WEST with the SOUTH line of said D. Darby, Sr. Survey to the place of beginning.

AN ORDER by the Commissioners' Court of Johnson County, Texas, redefining and establishing the boundaries of the Keene Independent School District.

WHEREAS, in settlement of a boundary dispute between the Keene Independent School District and the Alvarado Independent School District, the Johnson County School Board on April 10, 1972, transferred approximately 15 acres of land, more or less, in the Keene School District to the Alvarado District; and

WHEREAS, since the transfer of land occurred between the two districts in 1972, no other changes or modifications have been made to the boundaries of the Keene ISD; and

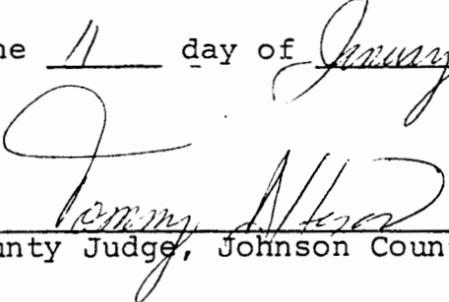
WHEREAS, no records can be found evidencing a redefinition of the boundaries of the Keene Independent School District following the settlement of the aforementioned boundary dispute; now, therefore,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS:

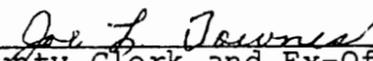
SECTION 1: That, as a result of the settlement on April 10, 1972 of the boundary dispute between the Keene Independent School District and the Alvarado Independent School District, the boundaries of the Keene Independent School District immediately following the transfer of 15 or more acres to the Alvarado Independent School District, and, as the same exist today are hereby redefined and established to be as set forth in Exhibit A attached hereto, which Exhibit A is incorporated herein by reference, in the same manner and effect if such boundaries were defined in full as a part of this Section.

SECTION 2: That the County Clerk is hereby directed to cause this order to be recorded in the official Minutes of the Court and copy hereof to be recorded in records of the County kept relating to the School Districts of the County.

PASSED AND APPROVED, this the 11 day of January, 1982.

  
County Judge, Johnson County, Texas

ATTEST:

  
County Clerk and Ex-Officio Clerk  
of the Commissioners' Court of  
Johnson County, Texas

(Comm. Crt. Seal)

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS                   §  
   §  
 COUNTY OF JOHNSON                   §

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Johnson County, Texas, DO HEREBY CERTIFY as follows:

1. That on the 11<sup>th</sup> day of January, 1981, the Commissioners' Court of Johnson County, Texas, convened in Regular session at its regular meeting place in the County Courthouse, Cleburne Texas; the duly constituted members of the Court being as follows:

TOMMY ALTARAS	COUNTY JUDGE
C.W. ATWOOD	COMMISSIONER, PRECINCT NO. 1
A.J. LAMBERT	COMMISSIONER, PRECINCT NO. 2
LOYD REESE	COMMISSIONER, PRECINCT NO. 3
B.B. ALDRIDGE	COMMISSIONER, PRECINCT NO. 4

and all of said persons were present at said meeting, except the following: None. Among other business considered at said meeting, the attached order entitled:

"AN ORDER by the Commissioners' Court of Johnson County, Texas, redefining and establishing the boundaries of the Keene Independent School District."

was introduced and submitted to the Court for passage and adoption. After presentation and due consideration of the order, a motion was made by B.B. ALDRIDGE that the order be finally passed and adopted. The motion was seconded by A.J. Lambert and carried by the following vote:

5 voted "FOR"                   \_\_\_\_\_ voted "AGAINST"                   \_\_\_\_\_ abstained

all as shown in the official Minutes of the Court for the meeting held on the aforesaid date.

2. That the attached order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Commissioners' Court of said County on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, each member of the Court was given actual notice of the time, place and purpose of the meeting and had actual notice that the matter would be considered; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the entitled order, was posted and given advance thereof in compliance with the provisions of Article 6252-17, Section 3A, V.A.T.C.S.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Commissioners' Court of Johnson County, Texas, this the 11<sup>th</sup> day of January, 1981

H. D. L. Jones  
 County Clerk and Ex-Officio Clerk  
 of the Commissioners' Court  
 of Johnson, County, Texas

(Comm. Crt. Seal)



(2)

GAYLA HENSLEE  
COMMISSIONERS' COURT  
AND CIVIL CASE SETTING

758



TOMMY ALTARAS  
JOHNSON COUNTY JUDGE

THIRD FLOOR  
JOHNSON COUNTY COURTHOUSE  
CLEBURNE, TEXAS 76031

ALL OFFICES  
817-645 7151

FOR CLERK

DELETA SMITH  
PROBATE CLERK

January 4, 1982

Mr. Elvis D. Shockley  
Supv. Resident Engineer  
State Department of Highways  
and Public Transportation  
Post Office Box 197  
Cleburne, Texas 76031

PART OF JUDGE'S REPORT

RE: Agreement for Rock Creek Bridge  
Replacement-Johnson County

Dear Mr. Shockley,

Thank you for your letter of December 30, 1981 in regard to the above referred to construction project. Today was our first meeting of the Commissioners Court for 1982. Commissioner, A.J. Lambert, whose precinct this project is in, ask that I contact you in regard to whether or not the contractor of the project would be carrying liability insurance.

If you could please advise us of this information, I will advise the entire court of whether or not the contractor carries liability insurance.

We look forward to hearing from you.

Very truly yours,

*Tommy Altaras*  
TOMMY ALTARAS  
County Judge

TA/gch

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①  
COMMISSION  
A. SAM WALDROP, CHAIRMAN  
DEWITT C. GREER  
RAY A. BARNHART

**STATE DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATION**  
Post Office Box 197  
Cleburne, Texas  
76031

ENGINEER-DIRECTOR  
B. L. DEBERRY

January 6, 1982

Subject: Agreement for Rock Creek Bridge Replacement  
Johnson County

IN REPLY REFER TO  
FILE NO.

Honorable Tommy Altaras  
County Judge, Johnson County  
Johnson County Courthouse  
C1b

JUDGE'S REPORT

Dear Judge Altaras:

In answer to your letter of January 4, 1982 in regard to the above referred to construction project, please be advised that the States' contractor on the project will be required by the governing Specifications to provide liability insurance throughout the time the contract is in force.

This insurance shall cover Workers' Compensation Insurance, Comprehensive General Liability Insurance(Bodily Injury and Property Damage) and Comprehensive Automobile Liability Insurance(Bodily Injury and Property Damage) in amounts from statutory to \$300,000 each occurrence.

The contractor will also be required to provide a Payment Bond and a Performance Bond each in the total amount of his contract.

I trust this is the information you need to gain final approval and acceptance of the Agreement. Should there be other questions, please do not hesitate to ask.

Yours very truly,

A handwritten signature in cursive script, reading "Elvis D. Shockley, P.E.".  
Elvis D. Shockley  
Supervising Resident Engineer

EDS:pc

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December 30, 1981

Honorable Tommy Altaras  
Johnson County Courthouse  
Cleburne, Texas 76031

Dear Judge Altaras:

The 67th Legislature of Texas amended the Texas Mental Health Code by adding a Section 32A which is attached. This section requires that a facility designated by the Commissioner of the Texas Department of Mental Health and Mental Retardation is to provide a recommendation to the committing court which states the most appropriate treatment alternative for a person for whom an application for temporary hospitalization has been filed.

As Acting Commissioner, I have designated for Johnson County the Austin State Hospital to provide the recommendation required under Section 32A of the Mental Health Code. A staff member of this facility will be in contact with your court or the court designated in your county to handle mental health commitments to establish procedures to implement this new step in the commitment process.

It should be noted that this process is only for temporary mental health hospital commitments and is not applicable to indefinite mental health commitments, emergency commitments, orders of protective custody, alcohol commitments, or drug commitments.

If you have questions concerning this, contact the designated facility or Kent Johnson, Chief, Legal Division, Texas Department of Mental Health and Mental Retardation.

Sincerely,



James A. Adkins  
Acting Commissioner

dm

Attachment

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SECTION 6. Chapter 3, Texas Mental Health Code, as amended (Article 5547-1 et seq., Vernon's Texas Civil Statutes), is amended by adding Section 32A to read as follows:

"Section 32A. RECOMMENDATION FOR TREATMENT (a) The Commissioner of Mental Health and Mental Retardation shall designate a facility or provider in the county in which an Application for Temporary Hospitalization is filed to file with the court a recommendation for the most appropriate treatment alternative for the proposed patient. The commissioner may designate a community mental health and mental retardation center established pursuant to Section 3.01, Texas Mental Health and Mental Retardation Act, as amended (Article 5547-203, Vernon's Texas Civil Statutes), or any other appropriate facility or provider in the county to make the recommendation.

"(b) The court shall direct the designated facility or provider to file its recommendation with the court before the date set for the hearing.

"(c) Except in an emergency as determined by the court, a hearing on an application may not be held before the recommendation required by this section is filed.

"(d) This section does not relieve a county of any of its responsibilities under other provisions of this code for the diagnosis, care, or treatment of the mentally ill.

"(e) The extent to which a designated facility must comply with the provisions of this section shall be based on the commissioner's determination that the facility has sufficient resources to perform the necessary services.

"(f) This section does not apply to a person for whom treatment in a private mental hospital is proposed."

A motion was made by Commissioner Atwood and seconded by Commissioner  
✓ Lambert to approve the Treasurer's Report.

All voted aye.

Court adjourned into Executive Session at 10:50 A. M.

Court reconvened at 11:00 - all present except Judge Altaras. Mr.  
Atwood presided.

Executive Session results:

Commissioners' Court to meet with contractors to obtain estimate to  
✓ partition American Legion Hall, 1/2 to Sheriff and 1/2 to Juvenile Detention,  
and to obtain estimate on adding to front of present jail, and make comparison.

A motion was made by Commissioner Reese and seconded by Commissioner  
✓ Lambert to approve bills, as read by the County Auditor.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner  
✓ Aldridge to approve the minutes, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner  
Aldridge to adjourn.

All voted aye.

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

  
\_\_\_\_\_  
COUNTY JUDGE

...0000000...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

FEBRUARY 1, 1982 - 9:00 A.M.

1. Reading of Minutes
2. Payment of Bills
3. Submission of Individuals to Board of Review for 1982  
Central Appraisal District
4. Leo Baldwin - Amend Minutes in regard to street name
5. The Rabies Control Act
6. Appointment to Hospital Board
7. Appointment to Fire Commission
8. Designation of Voting Boxes and Election Judges
9. Offer Bid on American Legion
10. Mr. Couch
11. Approval of Public Ware Bonds
12. Resignation of Stacy Calvin as election judge.
13. Notice of Public Hearings
14. Twin Bridges

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of Commissioners' Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.

---

TOMMY ALPARAS  
County Judge

POSTED: January 28, 1982  
9:00 A.M.  
Johnson County Courthouse



Bill Anderson  
George Bransom, Jr.  
Dr. Jack Burton  
Mrs. DiAnn Hyde  
Dr. James Johnson  
Rudolph McDuff  
Don McNeil  
Dr. A. L. Raines  
Lowell Smith, Jr.  
Dave Sowell  
Dr. Thomas Boyett

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to write the Fire Commission Board and ask them for recommendations as to who they recommend to serve on the Fire Commission Board and then review them at that time.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to approve the Public Waighers Bonds.

All voted aye.

Election Judge, Stacy Calvin, submitted his resignation from old Box 10 and new Box 4 as he is a candidate for County Commissioner.

Commissioner Atwood made the motion to accept the resignation and Commissioner Reese seconded same.

All voted aye.

County Judge, Tommy Altaras, will write letters to all Election Judges to see if they accept being Election Judges and to check facilities.

Mrs. Jo Spurlin has agreed to become Judge of the Precinct 4 Box, vacated by Mr. Calvin.

Court went into Executive Session at 9:50 A. M..

Court reconvened at 10:15 with all members present.

Upon returning motion was made by Commissioner Reese and seconded by Commissioned Atwood to offer a sum of money to the agent of the American Legion for the purchase of their building, and for them to provide the land with clear title.

All voted aye.

Motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to place the Notice of Public Hearing, in regard to aviation policy in the court minutes, as follows:

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## NOTICE OF PUBLIC HEARINGS

On November 2, 1981, Governor William P. Clements, Jr., issued Executive Order WPC-35 establishing the Governor's Task Force on State Aviation Policy. At the second meeting of the task force on January 11, 1982, arrangements were made to hold several formal public hearings; all hearings to be held in the Senate Chamber of the State Capitol.

Specifically the task force is interested in assessing the needs of Texas relative to a possible formalized state aviation policy. To better understand the problems, we are holding public hearings to allow everyone to be heard.

The first public hearing is scheduled for 1:00 p.m., Monday, February 8, in the Senate Chambers of the Capitol Building. The public hearing will reconvene Tuesday morning, February 9, at 9:00 a.m., if necessary.

The second public hearing is scheduled for 1:00 p.m., Monday, March 1, in the Senate Chambers of the Capitol Building and will continue at 9:00 a.m. Tuesday morning, March 2, if necessary.

The third public hearing is scheduled for 1:00 p.m., Monday, March 15, in the Senate Chambers of the Capitol Building and will continue Tuesday, March 16, at 9:00 a.m., if necessary.

The first hearing will deal with state agencies. We would like to request brief, succinct information regarding the general functions of the agency, its association with the field of aviation, the impact of state regulations and all laws on the operational efficiency of the agency regarding aviation. The Task Force will listen to any comments or recommendations from state agencies and from interested persons or groups pertinent to the workings of State Agencies in regards to aviation and state policy.

In addition, representatives of the Federal Aviation Agency have been requested to present information regarding ramifications of rules and regulations of the FAA and the CAB in relation to deregulation and state aviation policy.

The second hearing will deal with aviation facilities. Anyone wishing to comment or inform the task force on concerns relating to aviation facilities including airport locations and related concerns, is invited to attend this public hearing.

The third hearing will deal with aviation services. Anyone wishing to comment on interstate or intrastate travel, general aviation, helicopter, or concerns dealing with aeronautical service is invited to attend.

Those agencies, businesses, and individuals wishing to provide the Task Force with information are asked to appear or respond in writing to, Governor's Task Force on State Aviation Policy, Capitol Station, Austin, Texas 78711. Testimony should be limited to not more than 15 minutes and 35 printed copies of printed material should be furnished to the secretary prior to the presentation.

Your cooperation in this very important task is appreciated.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to accept the Twin Bridges program with the State Highway Department, the county's expense being \$70,000.00.

All voted aye.



COMMISSION  
A SAM WALDROP, CHAIRMAN  
DEWITT C GREER  
RAY A BARNHART

STATE DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATION  
Post Office Box 197  
Cleburne, Texas  
76031

ENGINEER-DIRECTOR  
B L DEBERRY

January 27, 1982

Subject: Agreements for Widening of Quil Miller  
Relief and Quil Miller Creek Bridges  
County Road 600  
Johnson County

IN REPLY REFER TO  
FILE NO.

Honorable Tommy Altaras  
County Judge, Johnson County  
Johnson County Court House  
Cleburne, Texas 76031

Dear Judge Altaras:

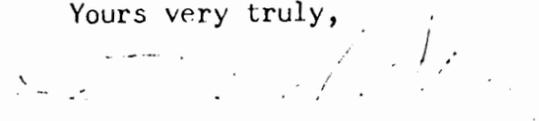
Attached are two separate agreements, one for the structure over Quil Miller Creek and the other for the relief structure, on County Road 600 in Precinct Three of Johnson County (Shown as County Road 521 on our inventory records when we did the statewide inventory). These are the other two bridges selected along with the Rock Creek Bridge suggested by the Commissioners Court approximately a year and a half ago.

Estimated costs for widening these two bridges to 44 clear roadway width is \$331,400.00 and the estimated cost of the preliminary engineering to cover the field survey work, design and plan preparation is \$18,600.00 for an estimated total of \$350,000.00

Please sign all copies of these Agreements and return three copies of each to us for further handling. Also, please send us a copy of the Resolution or Minute authorizing you to sign these Agreements.

Should you have any questions concerning these Agreements, please call and discuss with us at your earliest convenience.

Yours very truly,

  
Elvis D. Shockley  
Supervising Resident Engineer

EDS:pc  
Attachments

CONSTRUCTION AND MAINTENANCE AGREEMENT  
FOR BRIDGE REPLACEMENT OR REHABILITATION  
OFF THE STATE SYSTEM

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State Department of Highways and Public Transportation, Party of the First Party, hereinafter called the "Department", and Johnson County, a local government, or governmental agency or entity, Party of the Second Part, hereinafter called the "Governmental Agency" acting by and through its Commissioners Court and by virtue of the authority shown on Exhibit A attached hereto and made a part hereof.

W I T N E S S E T H

WHEREAS, the Governmental Agency is owner of a bridge located on a public road or street within its jurisdiction at Quil Miller Creek on County Road 512; and

WHEREAS, under Title 23, United States Code as amended by the Surface Transportation Act of 1978, a program entitled 1979-82 (Part B) Federal-Aid Off-System Bridge Replacement and Rehabilitation Program has been approved by the State Department of Highways and Public Transportation Commission and said bridge is included in this program; and

WHEREAS, it is incumbent upon the Department to assure accomplishment of this work.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The Governmental Agency hereby authorized the Department or its contracted consultant and Department's contractor to enter on the site of said bridge and adjacent right-of-way and relocation right-of-way to perform surveys, inspection, construction and other purposes necessary to replace or rehabilitate said bridge and approaches.

2. The Governmental Agency agrees to provide, at its expense, the necessary adjustment of any and all utilities and services, whether publicly or privately owned, as may be necessary to permit the work authorized herein. Existing utilities will be adjusted in respect to location and type of installation in accordance with requirements of the Department.

3. The Governmental Agency agrees to provide 20% of the actual construction cost of the bridge replacement or rehabilitation project including preliminary engineering and construction engineering and agrees to acquire at its expense any additional right-of-way, if required. Forty-five days prior to the date scheduled for the contract letting the Governmental Agency agrees to pay to the State, by check made payable to State Treasure Account Trust Fund No. 927 an escrow amount equal to 20% of the estimated cost of the project including preliminary engineering. After the project is completed the actual cost will be determined by the Department based on its standard accounting procedures, and 20% of the actual cost will be the amount due by the Governmental Agency. Any excess over this amount previously paid will be reimbursed to the Governmental Agency, and any difference due the Department will be paid by the Governmental Agency within 30 days upon receipt of a certified statement.

4. The Department will prepare or provide for the construction plans, advertise for bids and let the construction contract, or otherwise provide for the construction and will supervise the construction or reconstruction as required by the plans. The cost of all services performed by the Department will be borne by others. It is mutually agreed that as the project is developed to the construction stage, both parties shall approve the plans by signature approval thereon, and a copy of such plans will be attached hereto, marked "Exhibit B", and made a part hereof.

5. In the event the terms of this agreement are in conflict with the provisions of any other existing agreements and/or contracts between the Governmental Agency and the Department, this agreement shall take precedence over the other agreements and/or contracts.

6. Upon completion of the project the Governmental Agency agrees to accept ownership and operate and maintain the facility authorized by this agreement for the benefit of the public without charge.

7. The Governmental Agency agrees to indemnify the Department against any and all claims for damages to adjoining, abutting or other property for which the Department is or may be liable arising out of, incident to or in any manner associated with or attributed to the project.

IN TESTIMONY WHEREOF, the parties hereto have caused these present to be executed in duplicate on the day above stated.

PARTY OF THE SECOND PART

PARTY OF THE FIRST PART

\_\_\_\_\_  
Name of Governmental Agency

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Assistant Engineer-Director  
Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute Order No. 78501.

\_\_\_\_\_  
Title of Executing Official

ATTEST:

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bridge Engineer

\_\_\_\_\_  
Director, Finance

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the monthly bills, as read by the County Auditor.

All voted aye.

Report for Johnson County Tax Collector for December, 1981, was accepted.

A motion was made by Commissioner Reese and seconded by Commissioner Atwood to approve the minutes, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to pay all expenses of the jurors of the 18th Judicial District Court in the capital murder case, State of Texas vs. Doug Armstrong, by the week, as the bills come in.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to deny a request to open an abandoned county road in Precinct No. 4.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to get bids for fencing behind Precinct No. 3 barn.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to adjourn.

All voted aye.

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

*Tommy Altman*  
\_\_\_\_\_  
COUNTY JUDGE

...ooo0ooo...

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

FEBRUARY 8TH, 1982 - 9:00 A.M.

1. Reading of Minutes
2. Payment of Bills
3. Resolution of TEC Building
4. Request from State Department of Highways to determine the amount of lateral road mileage.
5. Designation of Voting Boxes & Election Judges
6. Notification from Comptroller of Public Accounts
7. Consideration of Offer From American Legion, if any

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of Commissioner's Court is posted in accordance with Article 6252-17 of Vernon's Civil Statutes.

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TOMMY ALTARAS  
County Judge

POSTED: February 5TH, 1982  
9:00 A.M.  
Johnson County Court

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No action was taken, regarding request from State Department of Highways and Public Transportation, concerning lateral road mileage. Judge Altaras is to gather information from cities in the county in regard to how many miles of roads are in the city limits.



COMMISSION  
A. SAM WALDROP, CHAIRMAN  
DEWITT C. GREER  
RAY A. BARNHART

STATE DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATION  
P.O. Box 6868  
Fort Worth, Texas 76115  
February 2, 1982

ENGINEER-DIRECTOR  
M. G. GOODE

IN REPLY REFER TO  
FILE NO.

Honorable Tommy Altaras  
County Judge, Johnson County  
County Courthouse  
Cleburne, Texas 76031

Dear Judge Altaras:

Senate Bill 151, relative to distribution of lateral road funds by the State Treasurer was passed by the 67th Legislature. Under SECTION 2 (3), a portion of the allocation formula is based upon the lateral road mileage records of this Department as of January 1, of the year of allocation.

This is to advise you that the records of this Department do not reflect the necessary data to comply with S. B. 151. Our records are compiled and maintained for mapping purposes within limited personnel constraints and are, therefore, not current by any means. Also, identification of facilities inventoried are only by Highway, City Street and Other Public Roads.

In order to comply with S. B. 151 and permit proper disposition of funds as provided therein, it behooves us to establish the necessary data file by the most expedient measures. Therefore, this is to request that you furnish this Department with a certified Commissioners Court Order reflecting the lateral road mileage within your county as of January 1, 1982. Lateral roads are those county roads, city streets, developers roads, etc. that had not become a part of the system of State Designated Highways by January 1, 1982. Subsequent annual revisions to the inventory data thus obtained, will be dependent upon receipt of new certifications from respective counties.

The above data should be furnished to this office to the above address. Your submission must be received by March 1, 1982, to allow its use in making distribution of the funds by the State Treasurer.

Your usual prompt attention and cooperation will be appreciated.

Sincerely yours,

A handwritten signature in cursive script that reads "J. R. Stone".

J. R. Stone  
District Engineer

LFF:dg

A motion was made by Commissioner Reese and seconded by Commissioner Atwood to adopt the following Resolution, in favor of reopening the Johnson County portion of the Texas Employment Commission.

CONNIE K. ALLEN  
COURT REPORTER

GAYLA HENSLEE  
COMMISSIONERS' COURT  
AND CIVIL CASE SETTINGS



TOMMY ALTARAS  
JOHNSON COUNTY JUDGE

THIRD FLOOR  
JOHNSON COUNTY COURTHOUSE  
CLEBURNE, TEXAS 76031

ALL OFFICES  
817-645-7151

CARLA WILLIAMS  
COURT COORDINATOR  
FOR CRIMINAL MISDEMEANOR  
CASE SETTINGS

DELETA SMITH  
PROBATE CLERK

STATE OF TEXAS

COUNTY OF JOHNSON

X  
X  
X

KNOW ALL MEN BY THESE PRESENTS:

RESOLUTION OF JOHNSON COUNTY  
SUPPORTING TEXAS EMPLOYMENT  
COMMISSION

Whereas, Johnson County has a population of 70,000 people

Whereas, Johnson County is located on the edge of Dallas-Ft. Worth Metroplex

Whereas, the county seat of Johnson County is Cleburne, Texas

Whereas, the Texas Employment Commission has closed its office located in said county seat and heretofore, was serving many businessmen, businesses, industries, and manufacturing plants by interviewing many hundreds of job applicants and placing many in private business, thereby adding employment

NOW, THEREFORE, BE IT KNOWN THAT THE JOHNSON COUNTY COMMISSIONER'S COURT totally supports the re-opening of the Texas Employment Commission office located in Cleburne, Texas, the county seat of Johnson County.

Unanimously passed in open court on February 8, 1982.

TOMMY ALTARAS  
Johnson County Judge

All voted aye.

No action was taken, regarding Voting Boxes and Election Judges, pending  
✓ Mr. Lambert's recommendation of Election Judge for Voting Box 13 in Joshua.

County Judge also mentioned to the court that he had received a telephone call from David Guinn about the approval of the new boundary lines. According to Guinn Johnson County is one of 80 counties in the State that had received pre-clearance, which will be in effect for the May 1 primary elections.

Commissioners' went into Executive Session at 9:45 A. M.

Returned at 9:45. All present except Commissioner Lambert.

Result of executive session: A motion was made by Commissioner Reese in open court and seconded by Commissioner Aldridge for Commissioners' court to  
✓ decline to make a counter offer on the American Legion property. Commissioners' Court has asked Turner-Easdon to check on five different locations close to the jail to see if there is a possibility of purchasing any of those.

A motion was made by Commissioner Aldridge and seconded by Commissioner  
✓ Reese to approve the payment of bills as presented by County Auditor.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner  
✓ Reese to approve the reading of the <sup>previous</sup> minutes, as read by the County Clerk.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Atwood to adjourn.

All voted aye.

Joe L. Towne  
COUNTY CLERK

Tommy Allen  
COUNTY JUDGE

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