

THE STATE OF TEXAS

August 3, 1964

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, Texas, with the following members present: Hershel C. Winn, County Judge, W.M. Coward, Commissioner of Precinct No.1; W.R. Bryant, Commissioner of Precinct No.2; J.C. Rayburne, J.C. (Jim) Rayburne, Commissioner Precinct No. 3, M.W. Roland, Commissioner of Precinct No.4; Louie B. Lee, County Clerk, Lorene Moreland, County Auditor, John Butner and B.L. Higgins, Jr.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that all bills against Johnson County be allowed and ordered paid as presented and examined in open court, and properly endorsed.

All voted aye.

A motion was made by Commissioner Rayburne and seconded by Commissioner Bryant that the following Agreement be approved.

TO: BETHANY WATER SUPPLY CORPORATION

JOHNSON COUNTY, TEXAS

The Commissioner's Court of Johnson County, Texas, has no objection to Bethany Water Supply Corporation, a non-profit corporation, locating within the County right-of-way the said corporation's water line. The right-of-way involved is shown on the accompanying drawing. The actual physical location of the water line shall be at a location to be approved by Commissioner's Court of Johnson County, Texas. The said water line shall be installed at a depth of not less than 30 inches below the surface of the ground within said right-of-way. If at any time after the execution of this contract it should become necessary that the water line be moved for any purpose, the entire cost of moving said water line will be paid for by Bethany Water Supply Corporation.

It is expressly understood that the Commissioner's Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this right-of-way. A permit is hereby granted for continuous use.

All work on the county right-of way shall be performed in accordance with County instructions. The installation shall not damage any part of the County Road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent property owners.

The herein named County will at no time be held liable for any damage to said water line while improving and maintaining County roads. It is agreed with County that this permit can be assigned to the Farmers Home Administration, an agency of the United States Government for collateral of monies received to construct said water lines.

Herschel C. Winn, County Judge

W.M. Coward, Commissioner

J.C. Rayburne, Commissioner

W.R. Bryant, Commissioner

M.W. Roland, Commissioner

Aug. 3, 1964, Date

All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the resignation of B.L. Higgins Jr. as Justice of the Peace, Precinct 1, Place #1 be accepted.

All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that Vernon Asher be appointed Justice of the Peace, Precinct 1, Place 1 to fill the unexpired term of B.L. Higgins, Jr., whose resignation was accepted this date. Appointed effective August 3 to December 31, 1964, upon filing proper bond and oath.

All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the resignation of Mrs. Anna Parker as Matron of the Courthouse be accepted and that Irene Short be appointed as her replacement both effective August 1. 1964.

All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the following agreement be approved.

EXCERPTS FROM AGREEMENT

BETWEEN CITY OF DALLAS, CITY OF FORT WORTH

COUNTY OF DALLAS, COUNTY OF TARRANT

AND THE STATE OF TEXAS

Page 1

"WHEREAS, it is the desire of the Sate of Texas acting by and through its State Highway Engineer, as evidenced by State Highway Commission Minutes No. 53297, a copy of which is attached hereto marked 'Exhibit A' and made a part hereof, the

City of Dallas, City of Fort Worth Dallas County and Tarrant County acting by and through the proper local officials, as authorized by ordinances and resolutions, copies of which are attached hereto marked 'Exhibit B' and made a part hereof, to make a comprehensive and continuing urban plan as provided in the Federal Highway Act of 1962, in order to provide information on which the routing and design of freeways, expressways, and arterial streets within the limits of the Dallas-Fort Worth Regional Transportation Study Area, as shown on the map attached hereto marked 'Exhibit C' and made a part hereof, may be better established. The estimated cost of the first phase of developing such a Plan is \$850,000."

Pages 1 and 2

"The purpose of this Agreement is to provide a comprehensive planning process to develop a Transportation Plan which will serve the needs of the future community and of future traffic. The responsibilities of the Study Office shall include recommendations regarding such a Plan based on the traffic needs and other considerations, but without any commitment or assignment of responsibilities for construction of facilities by various agencies involved."

Pages 6 and 7

"COSTS WILL INCLUDE:

All necessary costs directly chargeable to the Study in accordance with applicable regulations and approved by the Planning Engineer.

COSTS WILL NOT INCLUDE:

- (a) Any cost incurred by either party without proper prior authority from the Planning Engineer or Coordinating Committee.
- (b) Data needed or described by a City or County but ruled to be non-essential to the Study, even though summaries may be included in the report, all as approved by the Planning Engineer.
- (c) Allowance for records, maps or data of any nature possessed by either party hereto, other than the cost of necessary reproduction of the items, as may be necessary and useful to the Study
- (d) In the event that extensive special studies of forms of transportation, other than the motor vehicle, such as studies for railroads relocation, for water transportation facilities,

and for airports, are necessary in connection with this Transportation Plan, such studies are considered beyond the scope of the Study covered by this Agreement and, if the necessary data cannot be made available from other sources, a new Agreement will be required."

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"COST OF THE STUDY:

The 'first phase' of the Transportation Plan is excepted to require a period of approximately 24 months from the date of the work order and to result in an 'agreed upon' Plan and publication of a first report. Estimates of the time and funds required for the 'first phase' of this Plan does not provide for subsequent phase necessary for providing the continuing aspect of the planning process.

It is expressly understood that the financial obligation of the Parties of the Second Part under this Agreement shall be the payment of \$127,500.00 provided for in Article 7 above, and that any increase in the scope of the project or the amount of contributions by the Party of the Second Part shall be the subject of an amendment to this Agreement, or a separate agreement.

PAGES 9 AND 10

"AUDITS AND INSPECTIONS:

It is agreed by each of the parties hereto that the accounts, operations and procedures of the Planning Engineer or any forces under his supervision shall be opened to audits and inspections of authorized representatives of either of the parties hereto or to authorized representatives of the United States Bureau of Public Roads."

All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that WHEREAS, Johnson County, Texas, has a portion of the surplus in the County and District Road Highway Funds as of August 31, 1964, in the amount of \$46,552.54; the Commissioner's Court of Johnson County, Texas, hereby request that the Board of County and District Indebtedness refund to Johnson County in the amount of \$46,552.54 which represents Johnson County's portion of the surplus in the County and District Road Highway Fund.

All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that payments not be paid to the Sheriff for safe keeping Prisoners and Court attendance and to County Judge for Commissioner Court attendance, to avoid unnecessary bookkeeping in the Auditors office.

All voted aye.

A motion was made by Commissioner Coward and seconded by Commissioner Bryant that the Quarterly report of the County Treasurer for period ending June 30, 1964 be approved as presented and examined in open court.

All voted aye.

A motion was made by Commissioner Coward and seconded by Commissioner Bryant that the voting Precincts be left as now established without any changes.

All voted aye.

THERE BEING NO FURTHER BUSINESS, Court adjourned.

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County Clerk

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County Judge

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