

THE STATE OF TEXAS

February 3, 1969

COUNTY OF JOHNSON

BE IT REMEMBERED AT A REGULAR MEETING OF THE Commissioners Court of Johnson County, Texas, on the above mentioned date at the Courthouse in Cleburne, Texas, with the following members present: Thomas E. Ball, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, W. R. Bryant, Commissioner of Precinct No. 2, W. I. Boteler, Commissioner of Precinct No. 3, M. W. Roland, Commissioner of Precinct No. 4, Louis B. Lee, County Clerk, Lorene Moreland, County Auditor, J. C. Bennett, Assistant County Auditor, John Butner, Robert Rigby, Cliff Benson, Sheriff, John MacLean, County Attorney, Mrs. Brand, Dennis McWilliams, Tax Assessor & Collector, Rex Walton, Appraiser.

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the Sheriff be allowed to employ Sheryl Hall as office Deputy, at Salary of \$200.00 per month, effective February 1, 1969.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that the bid of the Cleburne National Bank as County Depository for all County Funds be accepted, being the only bid offered.

All voted aye

CLEBURNE NATIONAL BANK

W. E. BOGER

CLEBURNE, TEXAS

PRESIDENT

76031

January 29, 1969

The Honorable Commissioners' Court

Johnson County Clerk

Cleburne, Texas

Gentlemen:

Whereas you have notified us that you would up to February 3, 1969 receive bids for a County Depository for the next biennial, we hereby submit our bid and proposal to act as depository for Johnson County, its common school districts, hospital funds, the trust funds of the County and District Clerks and any other funds of which the Commissioners' Court has jurisdiction for the next two years as follows:

Cleburne National Bank agrees to accept as County Depository the account of Johnson County together with its common school districts, hospital funds and the trust funds of the County and District Clerks and any other funds of which the Commissioners' Court has jurisdiction for the next two years upon the condition that your court will designate it as County Depository for the above funds for said period. We agree to pay interest on Time Certificates of Deposit at the following rates provided there is no conflict with the Federal Reserve Board regulation in this connection: On Time Certificates of Deposit for three months, 4 ½% for six months, 5%. The interest will be calculated to the maturity of each Time Deposit. It is also agreed there will be no charge for carrying temporary overdrafts lasting only a few days.

The Cleburne National Bank further agrees to secure the depository account in accordance with Section (c), Article 2547, of the Revised Civil Statutes of 1925, as now amended, which in substance states that the depository bank is authorized to pledge with the Commissioners' Court for the purpose of securing said funds, securities of the following kind in the amount equal to the county funds on deposit in said depository bank, to-wit: United States Bonds, United States Notes, Certificates of Indebtedness of the United States, Bonds of the State of Texas or of any county, town, city, independent school district, common school district or bonds issued under the Federal Farm Loan Act or Road District Bonds.

The Cleburne National Bank agrees to place these securities as a pledge with the Republic National Bank, Dallas, Texas; Federal Reserve Bank, Dallas, Texas; First National Bank, Fort Worth, Texas; Fort Worth National Bank, Fort Worth, Texas; First City National Bank, Houston, Texas, they in turn issuing their trust receipt in favor of Johnson County. It being understood, however, that Cleburne National Bank reserves the right to withdraw the securities as the funds are withdrawn and to pledge additional securities as the account is increased as outlined in the above mentioned statute.

Said Bank upon acceptance of this bid and proposal, stands ready to execute bonds and perform all acts required by law to legally qualify as such depositories and execute the depository contract renewing and extending the contract you now held with us dated February 13, 1967.

As evidence of our good faith we enclose herewith our Cashier's Check Number 38171 payable to the order of Thomas E. Ball, County Judge, Johnson

County, Texas for \$5,000.00. If we are awarded the depository contract and when we have duly qualified as your depository subject to conditions set forth in the Revised Civil Statutes governing County depositories the above mentioned Cashier's Check is to be returned to us.

WEB/ph

Respectfully submitted

Enclosure

W. E. Boger, President

A motion was made by Commissioner Atwood and seconded by Commissioner Roland that the following Resolution be accepted. That the Johnson County Memorial Hospital Board be notified that any and all Government Bonds bought by the Board be purchased from the County Depository Bank and held by the Bank until sold.

All voted aye

A motion was made by Commissioner Boteler and seconded by Commissioner Bryant that the following Resolution be adopted.

All voted aye

BE IT RESOLVED by the Commissioners' Court of Johnson County, Texas, that the Agreement entered into with Shearson, Hammill & Co. through their agent, Henry Keller, Jr., on March 13, 1967, relative to the financing of \$500,000 worth of Time Warrants to be issued in connection with the additions and alterations to the Johnson County Memorial Hospital, has been terminated through mutual agreement between the Commissioners' Court and Shearson, Hammill & Co., as per their letter of January 22, 1969. Said contract called for a fee of 2% of the amount of Time Warrants in the sum of \$500,000, or a \$10,000 fee. That in terminating the contract Shearson, Hammill & Co. has agreed to accept the sum of \$1,000 in full and final settlement of their claim against Johnson County, based on their contract of March 13, 1967.

Attached to this Resolution is a copy of their statement dated January 22, 1969 and their letter of the same date is likewise attached.

SHEARSON, HAMMILL, & CO.

INCORPORATED/FOUNDED 1902

Members

127 EAST TRAVIS STREET

New York Stock Exchange  
and other Leading Security  
& Commodity Exchanges

San Antonio 78205

Main Office  
14 Wall Street  
New York

Capitol 6-3351

January 22, 1969

To the Honorable County Judge and  
Commissioners Court  
Johnson County, Texas

TO: SHEARSON, HAMMILL & CO., INC., DR.

For services rendered and expenses incurred in connection with Financing  
Agreement on \$500,000 proposed Johnson County Hospital Warrants, dated March  
13, 1967-----\$1,000.00

SHEARSON, HAMMILL, & CO.

INCORPORATED/FOUNDED 1902

Members

127 EAST TRAVIS STREET	Main Office
New York Stock Exchange and other Leading Security & Commodity Exchanges	San Antonio 78205 14 Wall Street New York
Capitol 6-3351	

January 22, 1969

Honorable Thomas Ball  
County Judge  
County Courthouse  
Cleburne, Texas, 76031

Dear Judge Ball:

In accordance with our agreement, I am enclosing our statement for services  
rendered in connection with the Hospital Warrant deal.

The receipt of this settlement invoice will terminate any obligation of this  
company or the county in connection with the contract dated March 13, 1967.

In the event your county has future financing that will require public  
distribution we would appreciate the opportunity to offer our services.

Yours truly,

HKjr:hc

Shearson, Hammill & Co., Inc.

Enc. 1

Henry Keller, Jr.

A motion was made by Commissioner Boteler and seconded by Commissioner  
Bryant that the following Resolution be adopted.

All voted aye

BE IT RESOLVED by the Commissioners' Court of Johnson County, Texas, that  
the law firm of Dumas, Huguenin and Boothman, 1212 Kirby Building, Dallas,  
Texas, be and the same is employed as attorneys to represent Johnson County in  
the issuance of Time Warrants in the amount of \$500,000.00, on the basis as

set forth in their letter of January 24, 1969, which is set out in full, as follows:

"RE: \$500,000 Johnson County, Texas  
Hospital Improvement Warrants,  
Dated February 1, 1969

"You have requested that we outline the fee for legal services to be rendered by this firm in connection with the preparation of the instruments authorizing the above described warrants, and the delivery of these warrants and cash payments, so as to enable the County to be in position to refund the warrants should this later be desired, and in such manner as to enable this firm to issue an approving opinion on the warrants which would ordinarily satisfy the bank examiners.

"The base fee for the handling of such proceedings would be \$2,400. Additionally, there would be a fee of \$25 for each installment delivery of warrants or cash, after the fourth installment delivery. In the event of change orders being hereafter entered there would be no charge so long as there are no more than two or three additional orders (Change Order #1 having previously been prepared.) If there are more than three additional change orders, it might be necessary for us to charge some nominal amount for each additional order (\$25 or less).

"Normally, we would expect that there would be one or two additional change orders during the period of construction.

"In addition to the amount specified in the preceding paragraph, we would except reimbursement for any travel expenses (none incurred to date), telephone expenses, etc.

"The fee is normally due and payable upon the completion of the proceedings relating to the delivery of the warrants, but in this situation, where it appears there is such a long period of construction, it might well be that we would like to send you a statement for a proportionate amount of the fee in December of this year.

"If this fee arrangement is satisfactory with the Commissioners' Court, we would appreciate your advising to this effect."

A motion was made by Commissioner Roland and seconded by Commissioner Boteler that the Personal Property Rendition Schedule for 1969 for County Tax Purpose will be as follows:

TRACTORS

1968-1969 - 50% OF cost  
 1967 40% of cost  
 1966 35% of cost  
 1968 30% of cost

AUTOMOBILES

List your car by year and name, we will compute value at 50% of RED BOOK National Market Value. Render 1964 or later. (6 or 8 Cylinders)

HORSES

Saddled, gaited 100.00-150.00  
 Work 50.00- 90.00  
 Sheep - Goats 5.00-9.00  
 CATTLE - GRADE  
 Cows 35.00 to 50.00  
 Yearlings 15.00 to 25.00  
 Calves 10.00 to 20.00  
 Stocker 35.00 to 50.00  
 Steers 40.00 to 60.00  
 Bulls 30.00 to 50.00

MERCHANDISE

20% of Inventory Value  
 FIXTURES  
 20% of original cost (or estimate)  
 HOGS - 30% of market value  
 CATTLE - REGISTERED  
 Cows 70.00 to 150.00  
 Yearlings 30.00 to 50.00  
 Calves 25.00 to 40.00  
 Bull (Herd) 80.00 to 150.00  
 Bulls-imported 150.00 to 250.00

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Atwood that Rex Walton, County land appraiser be allowed expense account of \$50.00 per month to operate his personal car, in the event it become necessary for the Commissioners to use the pick-up now assigned to his office.

All voted aye

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

All voted aye

Upon a motion made by Commissioner Atwood and seconded by Commissioner Boteler with motion passed unanimously the Commissioners Court of Johnson County hereby authorizes the Commissioner shown below to use county employees and equipment to construct and/or maintain a private road within his precinct as shown below, as authorized by Article 6812b, Texas Civil Statutes, to-wit:

PERSON REQUESTING WORK	DESCRIPTION OF WORK AND LOCATION OF JOB	COMMISSIONER AUTHORIZED TO DO WORK
Mrs. Sam Marlin, Jr.	2 big truck loads of gravel, East of 171 at Parker on Cow Lot at Home	Prec. No. 1
Marvin W. McLanahan	To construct a private gravel Road along north boundary line of land. Six miles south on State Highway No. 174 and West across land	Prec. No. 1
C. L. Hewlett	Gravel for Private Drive off F.M.1434	Prec. No. 1
Harold B. Bailey	Work on terraces and work on Ditches	Prec. No. 2
Morris T. Bates	Grade Private drive off C.R. 200 1 mile south of Alvarado	Prec. No. 3
James E. Kemp	Grade waterway 1 mile east of Alvarado	Prec. No. 3
L. R. Magby	Haul gravel for driveway in City of Alvarado	Prec. No. 3
Bob Burton	Grade private road off F.M. 917 near Mansfield, Texas	Prec. No. 3
J. C. Fulton	Haul 2 loads gravel for private Driveway off FM 1807, 5 miles S.E. Alvarado	Prec. No. 3
Leroy R. Fehse	Haul & Spread gravel on private Driveway off C.R. 2 ½ miles South of Burleson	Prec. No. 3
Grandview Cemetery	Maintain Driveways in Grandview Cemetery for 1 year	Prec. No. 2

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Bryant that the monthly report of Steve Shipley, Probation Officer be approved as submitted.

All voted aye

A motion was made by Commissioner Roland and seconded by Commissioner Atwood, that all purchases made by various county officials will be made on requisition form (which will be furnished to them) prior to purchase of the item needed. The Department Head will sign the requisition, which will state the quantity of the item needed and the approximate price, and will then forward the requisition to the County Judge for signature.

All voted aye

THERE BEING NO FURTHER BUSINESS COURT IS HEREBY ADJOURNED.

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

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

. . . 000o000 . . .