

A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
 COUNTY COURTHOUSE - CLEBURNE, TEXAS  
 JANUARY 3, 1977 - 9:00 A.M.  
 COUNTY COURTROOM

- X1. Invocation
- X2. Reading of Previous Minutes
- X3. Payment of monthly bills
- X4. Swearing in of all regularly elected County and District Officials.
- X5. Discussion of Holidays for 1977
- X6. Mr. John R. Hale's Resignation as Constable Pct. 4
- X7. County Judges and Commissioners Conference at Texas A & M University
- X8. Request for Treasury Bills to be redeemed
- X9. Mr. Barney Ballard regarding final approval of revised plat of Little Brook Estates
- X10. Steven Erickson regarding application for State Grant for assistance for Juvenile Office
- X11. Let bids on County Depository to be opened on February 14, 1977, at 10:00 A.M.
- X12. Sheriff Huffman regarding specifications for new automobile

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

Posted: Dec . 29, 1976  
 9:30 A. M.  
 County Courthouse

  
 C. C. "Kit" Cooke  
 County Judge

STATE OF TEXAS     X

COUNTY OF JOHNSON   X     Jan. 3, 1977

BE IT REMEMBERED AT A REGULAR MEETING OF THE COMMISSIONER'S COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above-mentioned date at the Courthouse in Cleburne, Texas with the following members present: C. C. Cooke County Judge;  
 Commissioner Precinct No. 1 C. W. Atwood <sup>443</sup>; Commissioner Precinct No. 2 O. B. Hadley; Commissioner Precinct No. 3 Loyd H. Reese; Commissioner Precinct No. 4 B. B. Aldridge and Joe L. Townes, County Clerk.

Invocation was given by Judge C. C. Cooke.

Judge John A. James, 10th Court of Civil Appeals, gave the oath of office to District Judge E. Byron Crosier, 18th Judicial District and John R. MacLean, District Attorney. District Judge Crosier swore in the remaining office holders.

Dan M. Boulware	County Attorney
Stuart A. Huffman	Sheriff
Dennis McWilliams	County Tax-Assessor-Collector
C. W. Atwood	County Commissioner Pr. #1
Lloyd H. Reese	County Commissioner Pr. #3
S. L. "Sammy" Glenn	Constable Prec. #1
W. H. Gregory	Constable Prec. #2
C. E. "Red" Fannon	Constable Prec. #3
Patti P. Smith Morris	J. P. Prec. #1 Place 2
Vernon Asher	J. P. Prec. #1 Place 1
J. W. Tackett	Constable Prec. #4
Dr. Arthur Raines	Medical Examiner
Steve Erickson	Juvenile Officer

A motion was made by Constable Sammy Glenn and seconded by Constable John Gregory to approve the following holidays

#### HOLIDAYS FOR 1977

February 21, Monday	Washington's Birthday
May 30, Monday	Memorial day
July 4, Monday	Independence Day
September 5, Monday	Labor Day
October 10, Monday	Columbus Day
November 11, Friday	Veterans Day
November 24, Thursday	
November 25, Friday	Thanksgiving Day
December 26, Monday	Christmas
January 2, 1978 Monday	New Years Day

Notion Carried.



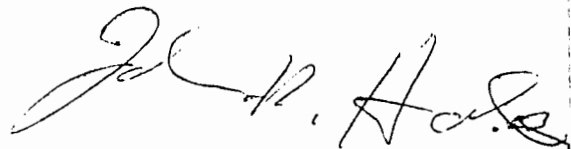
✓ A motion was made by Commissioner Atwood and seconded by Comm. Aldridge to accept the resignation of John R. Hale, Constable Prec. #4.  
All voted aye.

Commissioner's Court  
Johnson County Texas

Dear Sirs;

This is to inform you that effective the 1st day of January I, John R. Hale do hereby submit my resignation as the elected position of Constable Pct. 4 Johnson County. I am resigning to keep my position as Dispatcher for the Johnson County Sheriff's Dept. Due to the increase in cost of maintenance of a vehicle and rising fuel cost, I feel that it would be more of a hinderance to the County for me to keep this position. I have enjoyed serving the citizens of Pct. 4 and have learned much from being the Constable for the past year. I would like to take this time to thank all of the Commissioners and the County Judge and all who had a hand in making my job easier for me. I hope I can be of even more service to the county where I am at now. Again I say thanks.

Sincerely,  
John R. Hale



✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Atwood to appoint J. W. Tackett, Constable Prec. #4, to fill the unexpired term of John R. Hale.

All voted aye.

✓ A motion was made by Commissioner Hadley and seconded by Commissioner Reese to approve the revised plat of Little Brooke Estates.

All voted aye.

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

All voted aye.

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

All voted aye.

✓ A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to authorize the sale of a 1965 bob-tail used truck owned by Prec. #1, Johnson County, Texas.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Comm. Hadley to re-advertise for bids for the sale of the old county lot on Mill Street in Cleburne.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Comm. Atwood to authorize the County Auditor to advertise for bids on two cars for the Sheriff Dept. - to advertise for two full size cars and two medium size cars- the County Auditor and Sheriff to draw up specifications on the medium cars.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Comm. Atwood to authorize the County Auditor to advertise for bids on a County Depository for the next two years - bids to be opened Feb. 14, 1977 at 10:00 A. M.

All voted aye.

The County Judge and the Commissioners stated that they planned to attend the annual conference for County Judge's and Commissioners at Texas A & M University, and would invite Dan Boulware, County Attorney to attend with them.

A motion was made by Commissioner Atwood and seconded by Comm. Hadley to approve the purchase of \$500.00 worth of steel shelving for the basement office of the County Clerk.

All voted aye.

Letter of acceptance of office Juvenile Officer.

Hon. C.C. (Kit) Cooke  
Johnson County Judge  
Cleburne, Texas

Dear Sir:

It is a great pleasure to accept the position of Juvenile Officer offered by the county. In the future I will endeavor to the best of my ability to fulfill the duties of this office.

Sincerely,

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*Stephen W. Erickson*  
Steve Erickson

A motion was made by Commissioner Loyd Reese and seconded by Commissioner O. B. Hadley to authorize First National Bank to redeem the following: Treasury bills.

## First in Cleburne

### The First National Bank in Cleburne

Cleburne, Texas

J. A. BARNETT  
VICE PRESIDENT

December 14, 1976

Johnson County Commissioner's Court  
Courthouse  
Cleburne, Texas 76031

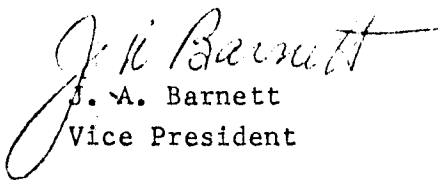
Gentlemen:

The First National Bank in Dallas is holding a joint Safekeeping Receipt No. 346974, \$1,740,000.00, US Treasury Bills, for the First National Bank in Cleburne and Johnson County. This is pledged to secure Johnson County deposits.

These securities become due January 27, 1977, and it is necessary that we have your authority for these Treasury Bills to be redeemed at that time.

We will be purchasing, on or before that date, additional Government Securities which will be pledged to secure the Johnson County deposits.

Sincerely,

  
J. A. Barnett  
Vice President

JAB:lb

THIS WILL BE THE AUTHORITY FOR THE FIRST NATIONAL BANK IN CLEBURNE TO RELEASE THE ABOVE DESCRIBED SECURITIES PLEDGED TO COVER JOHNSON COUNTY DEPOSITS, AS OF DUE DATE, AND TO PLEDGE NEW GOVERNMENT SECURITIES UNDER JOINT CONTROL.

SIGNED: 

DATE: 1-3-77

All voted aye.

A motion was made by Commissioner O. B. Hadley and seconded by Loyd Reese, to grant permission to Steve Erickson, Juvenile Officer to apply  
✓ for a State grant covering the following:



C. C. (KIT) COOKE  
COUNTY JUDGE

JUVENILE COURT  
JOHNSON COUNTY  
CLEBURNE, TEXAS 76031  
817 645-7151

A presentation of information to be considered by the County Commissioners, concerning application for State grant money.

Respectfully,

A handwritten signature in cursive script, reading "Stephen W. Erickson".  
Stephen W. Erickson  
County Juvenile Officer

GRANT REQUEST INFORMATION

- I. The following is a list of services that can be offered to the people of Johnson County, from their county government, utilizing State grant money.
  - a) Guidance for our juvenile population.
  - b) Counseling and placement for our children who have been adjudicated delinquent and for our status offenders.
  - c) Better services from our Juvenile Probation Dept. and more cooperation between the County Juvenile Division and the existing law enforcement agencies.
  - d) Greater cooperation between the County Juvenile Division and the existing educational institutions in relation to tutoring and remedial reading for juvenile offenders.
- II. Breakdown of services that can be offered, and its cost to the county over a five year period are listed below:
  - A. Counseling for delinquent children, status offenders, and their families.
    - 1) This is needed in order to provide the constituents of Johnson County help and guidance when their children come in contact with the Criminal Justice System. In order to help maintain the basic social unit, that of the nuclear family, we need a referral system to help our juvenile offenders and their families understand, and hopefully correct, the actions that brought them into contact with the Criminal Justice System.

Insert # 1

After discussing this matter with the Human Guidance Association, I was advised that these service could be offered to the county on this basis. Over a one year period services could be provided at one hour a week, for \$10.00 an hour with a maximum of 24 hours of counseling. This service would be provided to an

average of 60 children and their families. After the first year, I was advised that these services could be provided for \$7.50 an hour, which would give the county a considerable savings.

2) Cost over a five year period:

- a) First year - Total funding from Grant Money.
- b) Second year - The county must provide 20% of the cost, with 80% provided by grant money. Therefore the cost for the Counseling Service would be \$2,160.00
- c) Third year - Cost to the county would be \$4,320.00
- d) Fourth year - Cost to the county would be \$6,480.00
- e) Fifth year - Cost to the county would be \$8,640.00

B. Foster home placement for status offenders and abandoned children.

- 1) This service would provide the Juvenile Probation Dept. a direly needed alternative to the state schools. Instead of institutionalizing these children, we would be able to provide a good stable home environment. Hopefully this would enable us to redirect these offenders out of the Criminal Justice System permanently, instead of handling them later as adults, which costs the tax-payers vast sums of money. The use of these foster - homes would not be limited to juvenile offenders, but in emergency situations these facilities would be open to the State Welfare for abandoned children. These facilities would be provided on the following formula: 15 homes with a maximum stay of 45 days at a cost of \$5.00 per day.

- 2) Cost over a five year period:
  - a) First year total funding from grant money
  - b) Second year, county would provide 20% and Grant 80%. Therefore the cost to the county would be \$675.00
  - c) In the third year, the county would provide 40% of the cost, with the remaining 60% funded by the grant. The cost to the county in the third year would be \$1,350.00
  - d) On the fourth year we would provide 60% and the grant would fund 40% with the cost to the county being \$2,025.00
  - e) In the fifth year the ratio would be 80% for the county and 20% to the grant for a cost to us of \$2,700.00
- C. Educational assistance to help stimulate and maintain an interest in school for juvenile offenders.
  - 1) This would allow the county government, in cooperation with the school systems, to provide tutoring and remedial reading to those children who come into contact with the Criminal Justice System. Many of our juvenile offenders show a marked disinterest in school. This is primarily because for some reason or another, they do not do well in class. Therefore, in order to further stimulate their interest in their studies, we could provide tutors and help in remedial reading. By initiating this program in concurrence with existing educational assistance programs provided by the schools, we would be filling a gap which in the long run would provide the county a rich return in terms of the earning power of our future and present citizens. This program would be presented on the following formula, 1,000 hours at \$3.00 per hour costing \$3,000.00

## 2) Cost over a five year period:

- a) The first year would be total grant funding.
- b) The second year would be 20% county funds and 80% grants funds, costing the county \$600.00
- c) The third year would be 40 - 60, costing the county \$1,200.00
- d) The fourth year would be 60 - 40 costing the county \$1,800.00
- e) The fifth year would be 20 - 80 costing the county \$2,400.00

## D. Second Juvenile Dept. employee.

1. In order to provide the existing law enforcement agencies greater access to the juvenile division and better service another employee will be needed. Currently the juvenile division is handling approximately 23 children a month for 1976, for a total of 277 children. Since the very nature and intent of the juvenile code is to provide these children with treatment and rehabilitation, another employee in the juvenile division is needed. This employee would be able to help in checking and maintaining those children on probation. Almost all of the children handled by the juvenile dept. are placed on probation either Judicial or Non-judicial. One of the primary functions of the probation dept. is to see that its probationers abide to the terms of probation. This means seeing the probationer at least twice a month in the office and once a month in the field. As you can see however, this is physically impossible. Therefore if we are going to try and decrease the rate of recidivism and attempt to put the juvenile offender back into society as a worthwhile citizen.

## 2. Cost over a five year period:

- a) The first year would be total grant funding.
- b) The second year would be a 20-80 ratio at a cost of \$1,800.00



- c) The third year would be a 40-60 ratio at a cost of \$3,600.00
- d) The fourth year would be 60-40 at a cost of \$5,400.00
- e) The fifth year would be \$7,200.00

III. Total Breakdown of the amount of the grant and cost to the county:

	Grant	County
A. 1st year	\$30,375.00	0
2nd year	\$25,140.00	\$ 5,235.00
3rd year	\$19,905.00	\$10,470.00
4th year	\$14,670.00	\$15,705.00
5th year	\$ 9,435.00	\$20,940.00

B. Total expenditure from the grant is \$99,525.00

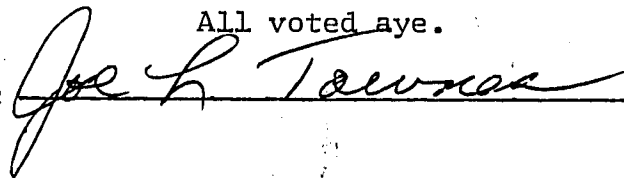
C. Total expenditure from the county is \$52,350.00

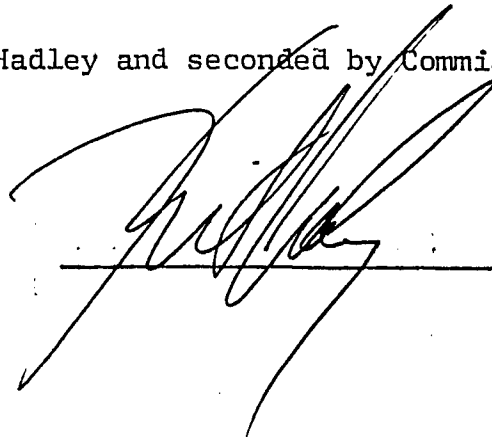
All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner

B. B. Aldridge to adjourn.

All voted aye.

  
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A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
 COUNTY COURTHOUSE - CLEBURNE, TEXAS  
 JANUARY 10, 1977 - 9:00 A.M.  
 COUNTY COURTROOM

- X1. Invocation
- X2. Reading of previous minutes
- 3. Payment of monthly bills
- +4. Open bids for renovation of Jail Construction 10:00 A.M. - 2-1-
- +5. Meet with Texas Air Control Board in reference to 1-18-77-3  
 previously mentioned County Road Problem
- X6. Order to Call Local Option Election for the City  
 of Rio Vista
- \*7. Polly Von Tungeln on Committee on Ageing
- X8. Appointment of all County Committees for the year 1977
- \*9. Open bids on Truck and Trailer Bids for Precinct # 2
- X10. Statement of Grant Award to be accepted on Assistant  
 District & County Attorney & Secretary
- +11. Statement of Grant Award to be accepted on Records  
 & Identification Section & Crime Scene & Search Coordinator
- X12. Charley Phillips to present contract to haul base  
 material for County

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

  
 C. C. "Kit" Cooke  
 County Judge

Posted: January 5, 1977  
 9:30 A.M.  
 County Courthouse



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APPLICATION FOR LOCAL OPTION ELECTION  
PETITION TO PROHIBIT  
(APLICACION PARA ELECCION DE OPCION LOCAL  
PETICION PARA PROHIBIR)

FILED FOR RECORD AT

NOV 22 1976

BY John Johnson County, Texas:  
(Al Secretario del Condado, Condado de Johnson, Texas:)

We, the undersigned ten or more qualified voters of

(County, Justice Precinct, Incorporated City or Town)

Texas, (said County, Justice Precinct, Incorporated City or Town hereinafter for convenience referred to as Area), in accordance with the terms and provisions of Article 666-32 of Vernon's Annotated Penal Code of the State of Texas, as amended, hereby submit this our written application for a "Petition for Local Option Election to Prohibit" to be circulated among the qualified voters of such area for the signatures of those qualified voters in such area who desire that a local option election be called therein for the purpose of determining the following issue, to-wit:

(Nosotros, los subscriptos, diez o mas, votantes capacitados de Cuidad del Rio Vista, Tejas

(Condado, Distrito de Justicia, Ciudad Incorporada, o Poblacion)

Texas, (dicho Condado, Distrito de Justicia, Ciudad Incorporada o Poblacion, de aqui en adelante denominado por conveniencia como Zona), de acuerdo con los terminos y provisiones del Articulo 666-32 del Anotado Código Penal de Vernon del Estado de Texas, y sus enmiendas, por la presente sometemos nuestra solicitud por escrito para una "Petición para Elección de Opción Local para Prohibir" para que sea circulada entre los votantes capacitados de dicha zona, para las firmas de votantes capacitados en dicha zona que deseen se haga un llamado a votación de opción local en dicha zona con el propósito de determinar el siguiente asunto, a saber:)

FOR (A FAVOR DE) The Legal Sale of Beer and wine for off-premise consumption only  
de la venta legal de cerveza y vino para consumo fuera del lugar de

AGAINST (EN CONTRA DE) The legal sale of beer and wine for off premise  
consumption only.  
de la venta legal de cerveza y vino para consumo fuera del lugar de venta.

It is the hope, purpose and intent of the applicants whose signatures appear hereon to see prohibited the sale of alcoholic beverages referred to in the issue set out above.

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que se vea prohibida la venta de bebidas alcohólicas referida en el asunto arriba expuesto.)

DATED this the 12th day of November, 1976.

(FECHADO este día 12 de Novembre de 19 76.)

Name (Nombre)	Voters Registration No.	Resident Address (Dirección de Residencia)
<u>James D. Dade</u>	<u>023907</u>	<u>Old El Campo Dr</u>
<u>Charles Dwyer R. By</u>	<u>023486</u>	<u>Old Cleburne Whitney Rd.</u>
<u>Shirley Oeller</u>	<u>023488</u>	<u>Old Cleburne Whitney Rd.</u>
<u>Louise E. Leonard</u>	<u>021738</u>	<u>174 + 911</u>
<u>W. A. Keston</u>	<u>009365</u>	<u>Cleburne Whitney Rd.</u>
<u>Danny Joe Hamilton</u>	<u>023866</u>	<u>Old Cleburne Whitney Rd.</u>
<u>Pat J. Winters</u>	<u>019383</u>	<u>Old Cleburne Whitney Road</u>
<u>Chester E. Hutchison</u>	<u>008520</u>	<u>2 Second St.</u>
<u>William Hutchison</u>	<u>008539</u>	<u>Second St.</u>
<u>Modina Faye Lindley</u>	<u>023287</u>	<u>206 El Campo Dr.</u>
<u>Billy J. West</u>	<u>018877</u>	<u>Old Cleburne Whitney Rd.</u>
<u>J. W. Roberson</u>	<u>014744</u>	<u>County Road 1127 +</u>
<u>Barbara Ann Thompson</u>	<u>027362</u>	<u>Second St. Rio Vista</u>
<u>India Ruth Chamae</u>	<u>027350</u>	<u>Old Cleburne - Whitney Road</u>
<u>Tommy Richard Lee</u>	<u>027364</u>	<u>Second Street</u>
<u>W. C. Moxley</u>	<u>02124</u>	<u>Second St.</u>

# PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE (PETICION PARA ELECCION DE OPCION LOCAL PARA LEGALIZAR)

To the Commissioners' Court of Johnson County, Texas:

(A la Corte de Comisionados del Condado de Johnson, Texas:)

We, the undersigned qualified voters of City of Rio Vista, Texas,

(County, Justice Precinct, Incorporated City or Town)

Texas, (said County, Justice Precinct, or Incorporated City or Town hereinafter for convenience referred to as Area) hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Liquor Control Act and in particular, Article 666-32 through 666-40a of Vernon's Annotated Penal Code of the State of Texas, as amended, in the above mentioned Area for the purpose of submitting to the legally qualified voters of said Area the determination of the following issue, to wit:\*

(Nosotros, los suscritos votantes capacitados de Ciudad de Rio Vista, Texas,

(Condado, Distrito de Justicia, Ciudad Incorporada, o Población)

Texas, (dicho Condado, Distrito de Justicia, Ciudad Incorporada, o Población, de aquí en adelante denominado por conveniencia como Zona) por medio de la presente, respetuosamente suplicamos se haga un llamado de elecciones de opción local de acuerdo con los términos y provisiones del Decreto del Control de Licores y en particular, el Artículo 666-32 al 666-40a del Código Penal Anotado de Vernon del Estado de Texas, según enmendado, en la Zona arriba mencionada y para el propósito de someter a los votantes legalmente capacitados de dicha Zona la determinación del siguiente asunto, a saber:\*)

FOR (A FAVOR DE) "the legal sale of beer and wine for off-premise consumption only".

"La venta legal de cerveza y vino para consumo fuera del lugar de venta solamente".

AGAINST (EN CONTRA DE) "the legal sale of beer and wine for off-premise consumption only".

"La Venta legal de cerveza y vino para consumo fuera del lugar de venta solamente".

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que se vea legalizada la venta de bebidas alcohólicas referida en el asunto arriba expuesto.)

DATED this the 22 day of November, 1976.

(FECHADO éste día 22 de Novembre de 1976.)

Name (Nombre)	Resident Address (Dirección de Residencia)	Voters Registration Certificate Number (Registro de Votantes Número de Certificado)
X <u>Jarline Harwell</u>	<u>Snipe St</u>	<u>007405</u> okay
X <u>Stanley R Harwell</u>	<u>Snipe St</u>	<u>007409</u> okay
X <u>Steve M. Royce</u>	<u>Old Cleburne Whitney Hwy.</u>	<u>015153</u> okay
X <u>Billy L. West</u>	<u>Old Cleburne Whitney Rd</u>	<u>018672</u> okay
X <u>W. J. Kector</u>	<u>Old Cleburne Whitney Rd</u>	<u>009365</u> okay
X <u>Modina Faye Lindley</u>	<u>Nob El Campo</u>	<u>023208</u> ? okay
X <u>Liggin Lillian Morris</u>	<u>Snipe St</u>	<u>012413</u> okay
X <u>Richard C. Morris</u>	<u>Second</u>	<u>015424</u> okay
X <u>Brenda Marie Strickland</u>	<u>Old Mt. Whitney Rd</u>	<u>022282</u> okay
X <u>Marion Evelyn Roberts</u>	<u>Bordac St.</u>	<u>022247</u> okay
X <u>Lidia Ruth Chance</u>	<u>Old Cleburne - Whitney Road</u>	<u>027350</u> ? okay
X <u>Richard L. Chance</u>	<u>Snipe St</u>	<u>027351</u> okay
X <u>John L. Carper</u>	<u>1107</u>	<u>002859</u> okay
X <u>Mr. Robinson</u>	<u>1107 + Old Whitney Road</u>	<u>014744</u> okay

Serial Number Two

Date of Issuance Nov 22, 1976

Place the Actual Seal of County Clerk here:

(Serie Número Dos)

(Fecha de Emisión Nov. 22, 1976)

(Coloque el Sello Actual del Secretario del Condado en este Lugar:)

Over (V. El Lado Reverso)

X <del>Lucas L. H. H.</del>	<del>La Vista Trailer Park</del>	<del>008566</del>	<del>Red 16</del>
X Danny Vernon Hard	Old Lebanon & Whitney Rd.	027357	? okay
X Violet Marie Beck	Barker St.	025242	okay
X <del>Barbara Ann Mappan</del>	<del>Secord St</del>	<del>027362</del>	<del>? okay</del>
X Marie Louell Coy	First St	026022	okay
X Jerry Lee Haynes	Sewage St.	027358	? okay
X Judy Annette Haynes	Sewage St.	027359	? okay
X <del>Robert Jewell</del>	<del>Depot</del>	<del>008881</del>	<del>Red 15</del>
X Charles Eugene Riley	Old Lebanon & Whitney Rd.	023486	okay
X <del>Thomas R. Lane</del>	<del>W. Main, N. Main</del>	<del>022023</del>	<del>? no</del>
X John Vance	Hwy 174	017983	okay
X Ormae Vance	Hwy 174	017984	okay
X J. C. McDaniel	Cable	011643	okay
X Lynda Harrell Dollar	Old Cl. Whitney Rd.	023185	okay
X <del>Bessie Paula Jean Jewell</del>	<del>Depot</del>	<del>020351</del>	<del>okay</del>
X Linda Carol McLaughlin	Depot St	027363	? okay
X Donnie Raymond Dollar	Old Cl. Whitney Rd.	023182	okay
X George H. Diddy	2nd Street	008050	okay
X James W. Carlson	Hughes St	002824	okay
X Marvin Junior Roy	Hughes St.	015148	okay
X <del>Robert Roy</del>	<del>Secord St</del>	<del>015600</del>	<del>now signed</del>

Serial Number Two  
 Date of Issuance November 22, 1976  
 Place the Actual Seal of County Clerk here:

(Serie Número Dos)  
 (Fecha de Emisión Novembre 22, 1976)  
 (Coloque el Sello Actual del Secretario del Condado en este Lugar.)

\*Insert issue exactly as it appears on Application for Local Option Election Petition to Legalize.

Note: Article 666-32 of the Penal Code requires that no signature shall be counted, either by the county clerk of the commissioners' court, where there is reason to believe it is not the actual signature of the purported signer, or that the voter registration certificate number is not correct or in the actual handwriting of the signer, or that it is a duplication either of name or of handwriting used in any other signature on the petition; and no signature shall be counted unless the correct residence address of the signer is shown in the actual handwriting of the signer and unless it is signed exactly as the name of the voter appears on the official copy of the current list of registered voters for the voting year in which the petition is issued.

(\*Inserte el asunto exactamente como aparece en la Solicitud para Elección de Opción Local Petición Para Legalizar.)

(Nota: El Artículo 666-32 del Código Penal requiere que no se cuente ninguna firma, ya sea por el secretario del condado o la corte de comisionados, cuando exista razón a dudar que sea realmente la firma del supuesto firmante, o que el número del certificado del Registro de Votantes no sea el correcto o en la escritura del firmante, o que sea un duplicado ya sea del nombre o de la escritura usada en cualquier otra firma en la petición; y ninguna firma será tomada en cuenta a menos que la dirección de residencia correcta del firmante sea mostrada en la escritura verdadera del firmante, y, a menos que sea firmada exactamente como aparece el nombre del votante en la copia oficial de la lista al corriente de votantes registrados para el año electoral en el que se emite la petición.)

FILED FOR RECORD AT

DEC 21 1976

COUNTY CLERK, JOHNSON COUNTY

BY

DEPUTY



# PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE (PETICION PARA ELECCION DE OPCION LOCAL PARA LEGALIZAR)

To the Commissioners' Court of Johnson County, Texas:

(A la Corte de Comisionados del Condado de Johnson, Texas:)

We, the undersigned qualified voters of City of Rio Vista, Texas,

(County, Justice Precinct, Incorporated City or Town)

Texas, (said County, Justice Precinct, or Incorporated City or Town hereinafter for convenience referred to as Area) hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Liquor Control Act and in particular, Article 666-32 through 666-40a of Vernon's Annotated Penal Code of the State of Texas, as amended, in the above mentioned Area for the purpose of submitting to the legally qualified voters of said Area the determination of the following issue, to wit:\*

(Nosotros, los subscriptos votantes capacitados de Ciudad de Rio Vista, Texas,

(Condado, Distrito de Justicia, Ciudad Incorporada, o Población)

Texas, (dicho Condado, Distrito de Justicia, Ciudad Incorporada, o Población, de aquí en adelante denominado por conveniencia como Zona) por medio de la presente, respetuosamente suplicamos se haga un llamado de elecciones de opción local de acuerdo con los términos y provisiones del Decreto del Control de Licores y en particular, el Artículo 666-32 al 666-40a del Código Penal Anotado de Vernon del Estado de Texas, según enmendado, en la Zona arriba mencionada y para el propósito de someter a los votantes legalmente capacitados de dicha Zona la determinación del siguiente asunto, a saber:\*)

FOR (A FAVOR DE) "the legal sale of beer and wine for off-premise consumption only".

"La venta legal de cerveza y vino para consumo fuera del lugar de venta solamente

AGAINST (EN CONTRA DE) "the legal sale of beer and wine for off-premise consumption only".

"La Venta legal de cerveza y vino para consumo fuera del lugar de venta solamente

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.

(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que se vea legalizada la venta de bebidas alcohólicas referida en el asunto arriba expuesto.)

DATED this the 22 day of November, 1976.

(FECHADO este día 22 de Novembre de 1976.)

Name (Nombre)	Resident Address (Dirección de Residencia)	Voters Registration Certificate Number (Registro de Votantes Número de Certificado)
X Richard Lee Morris	Second Street	027364 OK
X Lawrence Edward Prid	1746 916	026338 OK
X George Eggan Cox	First Street	026021 OK
X Gary O. Smith	Border St.	019729 OK
X [Signature]	Old Cleburne Whitney	000392 OK
X Chester E. Hutchison	Second St.	008520 OK
X Mason Isaac Runkle	Second St.	027366 OK
X Mrs. Pamela D. West	Old Cleburne Whitney	018692 OK
X [Signature]	Second St.	008539 OK
X [Signature]	Old Cleburne Whitney	023866 OK
X [Signature]	Old Cleburne Whitney	022283 OK
X Jammie Dodson Tridly	El Campo Dr	023207 OK
X Pat J. Winter	Old Cleburne Whitney Road	019383 OK
X [Signature]	Old Cleburne Whitney Road	019382 OK

Serial Number 000000  
Date of Issuance Nov 22, 1976  
(Fecha de Emisión Nov. 22, 1976)  
(Código de Serie Anual del Secretario del Condado en este Lugar)

Over (Vea El Lado Reverso)



461

X Glynn Scott Fowler East First Street 027355 Fowler

Serial Number One Two  
Date of Issuance Nov. 22, 1976

(Serie Número Uno Dos)  
(Fecha de Emisión Noviembre 22, 1976)

Place the Actual Seal of County Clerk here:

(Coloque el Sello Actual del Secretario del Condado en este Lugar.)

\*Insert issue exactly as it appears on Application for Local Option Election Petition to Legalize.

Note: Article 666-32 of the Penal Code requires that no signature shall be counted, either by the county clerk of the commissioners' court, where there is reason to believe it is not the actual signature of the purported signer, or that the voter registration certificate number is not correct or in the actual handwriting of the signer, or that it is a duplication either of name or of handwriting used in any other signature on the petition; and no signature shall be counted unless the correct residence address of the signer is shown in the actual handwriting of the signer and unless it is signed exactly as the name of the voter appears on the official copy of the current list of registered voters for the voting year in which the petition is issued.

(\*Inserte el asunto exactamente como aparece en la Solicitud para Elección de Opción Local Petición Para Legalizar.)

(Note: El Artículo 666-32 del Código Penal requiere que no se cuente ninguna firma, ya sea por el secretario del condado o la corte de comisionados, cuando exista razón a dudar que sea realmente la firma del supuesto firmante, o que el número del certificado del Registro de Votantes no sea el correcto o en la escritura del firmante, o que sea un duplicado ya sea del nombre o de la escritura usada en cualquier otra firma en la petición; y ninguna firma será tomada en cuenta a menos que la dirección de residencia correcta del firmante sea mostrada en la escritura verdadera del firmante, y a menos que sea firmada exactamente como aparece el nombre del votante en la copia oficial de la lista al corriente de votantes registrados para el año electoral en el que se emite la petición.)

FILED FOR RECORD AT M3

DEC 21 1976

COUNTY CLERK, JOHNSON COUNTY.  
BY \_\_\_\_\_ DEPUTY

# **CERTIFICATE OF COUNTY CLERK PERTAINING TO PETITION FOR LOCAL OPTION ELECTION**

THE STATE OF TEXAS

COUNTY OF Johnson

I, the undersigned County Clerk of Johnson County, Texas,  
do hereby certify that I have checked the original and copy of Petition for Local Option Election  
to Legalize, Serial Number Two, issued the 22 day of November,  
(Legalize or Prohibit)  
19 76, and all filed with me on the 21 day of December, 19 76, and requesting  
that a local option election be held in accordance with the terms and provisions of Article 666-32  
through 666-40a of Vernon's Annotated Penal Code of the State of Texas, as amended, in \_\_\_\_\_  
City of Rio Vista, Texas, (said County, Justice Precinct,  
(County, Justice Precinct, Incorporated City or Town)  
Incorporated City or Town hereinafter for convenience referred to as Area), and I hereby certify as  
follows pertaining to said petitions:

1. That said petitions were filed with me on the 21 day of December, 19 76  
which is within 30 days after the date of issuance of said petitions.

2. That in checking the names of the signers of said petitions and the voting precincts in which  
they reside to ascertain the number of qualified voters signing said petitions, no signature was counted  
where there was reason to believe that the signature was not the actual signature of the purported signer  
or that the voter registration certificate number was not correct, or in the actual handwriting of the  
signer or that it is a duplicate either of name or of handwriting used in any other signature on the peti-  
tions, and no signature was counted unless the correct resident address of the signer is shown in the  
actual handwriting of the signer and unless it is signed exactly as the name of the voter appears on the  
official copy of the current list of registered voters for the voting year in which the petitions are issued.

3. I further certify that said petitions are signed in accordance with the above requirements by  
as many as 35% of the qualified voters at the time said petitions were issued in  
(as many as one hundredth)  
said Area taking the votes for Governor at the last preceding general election as the basis for determin-  
ing the qualified voters in said Area.

4. I further certify that said petitions were in accordance with the above requirements and were  
signed by 45 qualified voters at the time said petitions were issued of said Area.

~~5. A deposit of \$----- required by Article 666-32-1/2, Texas Liquor Control Act, was re-  
ceived and deposited in the county's general fund.\*~~

WITNESS MY HAND this the 4 day of January, 19 77.

Joe L. Townes  
County Clerk, Johnson County,  
State of Texas.

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

\*Strike this paragraph if not applicable.

## ORDER FOR LOCAL OPTION ELECTION

TO Legalize

(Insert Legalize or Prohibit)

THE STATE OF TEXAS

COUNTY OF Johnson

On this the 11th day of January, 1977, the Commissioners' Court of Johnson County, Texas, convened in regular session open to the public, at the regular meeting place thereof at the Courthouse in Cleburne, Texas, with the following members of the Court present, to-wit:

C. C. "Kit" Cooke, County Judge,  
C. W. Atwood, Commissioner Precinct No. 1,  
O. B. Hadley, Commissioner Precinct No. 2,  
Loyd Reese, Commissioner Precinct No. 3,  
B. B. Aldridge, Commissioner Precinct No. 4,  
Joe L. Townes, County Clerk,

and the following absent: None

constituting a quorum, and among other proceedings, passed the following order:

There came on to be considered the original and copies of Petitions for Local Option Election to Legalize bearing Serial Number Two, issued by the County Clerk on the 22 day of November, 1976, requesting that a local option election be ordered in City of Rio Vista, Texas, (said County, Justice Precinct, Incorporated City or Town hereinafter for convenience referred to as Area), in accordance with the terms and provisions of the Texas Liquor Control Act and in particular, Article 666-32 through 666-40a of Vernon's Annotated Penal Code of the State of Texas, as amended, for the purpose of submitting to the legally qualified voters of said Area the determination of the issue described therein. There also came on to be considered the certificate of the County Clerk pertaining to said petitions certifying therein that said petitions are signed by the requisite number of qualified voters of said Area in accordance with the terms and provisions of the Texas Liquor Control Act.

It appearing to the satisfaction of the Court that said petitions were filed with the Clerk of this Court within 30 days after date said petitions were issued by said Clerk and that said Clerk has checked and verified to this Court said petitions and that said petitions comply with all the terms and provisions of the Texas Liquor Control Act and are signed by the requisite number of qualified voters at the time said petitions were issued of said Area as required by said Liquor Control Act and that said petitions are otherwise in conformity with the law, and that no election on the same issue has been held in said Area within a period of one year prior to the date fixed for holding the election herein provided.

The ballots for said election shall have printed thereon at the top thereof in plain letters the words "Official Ballot," and shall also have printed thereon the following instruction note: "Scratch or mark out one statement so that the one remaining indicates the way you wish to vote." Said ballot shall also have printed thereon the issue appropriate to this election as provided by Article 666-40, Vernon's Annotated Penal Code of Texas, as amended, to-wit:<sup>1</sup>

FOR "the Legal Sale of Beer and Wine for off-premise consumption only"

AGAINST "the Legal Sale of Beer and Wine for off-premise consumption only"

Each voter shall vote on the issue hereby submitted by marking a pencil mark through one of said expressions, thus leaving the other as indicating his vote.

None but qualified voters of the above named area shall be allowed to vote at said election. Said election shall be conducted according to the election code of this state as applicable thereto, and within 24 hours after said election, the officers holding said election shall make returns thereof to this Court as required by law.

Notice of this election shall be given by posting a copy of this order in each Election Precinct in said above named area at least six days prior to the date of said election. The County Clerk is hereby authorized and directed to cause said notice to be posted as herein directed. The County Clerk is further authorized to publish notice of said election as required by Article 29e.<sup>2</sup>

Absentee voting for said election shall be conducted by the County Clerk in accordance with the terms and provisions of the Election Code. Said place for absentee voting shall remain open for at least eight hours on each day for absentee voting which is not a Saturday, a Sunday, or an official State holiday, beginning on the 18 day and continuing through the 4th day preceding the date of said election. Said place of voting shall remain open between the hours of 8 o'clock a.m. and 5 o'clock p.m. on each day for said absentee voting.<sup>3</sup>

County Clerk's Office Courthouse Cleburne, Texas  
A public school of instructions for those who will actually conduct the above election shall be held at

7:00 P.M., Co. Judge Office Jan. 27, 1977, which is not less than 3 days before said election and the County Clerk shall post notice of the time and place of said meeting at least 24 hours before it is held and the clerk shall also notify each presiding judge of the time and place at which said school will be held and said clerk shall instruct each presiding judge to give notice of the persons who will serve as clerks and watchers of said school.

It is further found and determined that notice of the date, place, and subject of this meeting was posted on the bulletin board located at a place convenient to the public in the County Courthouse, \_\_\_\_\_, Texas, at least 72 hours preceding the day of this meeting and that all of the terms and provisions of Article 6252-17 have been complied with and a copy of said notice together with the return of posting shall be attached to this order and become a part thereof.

The above order being read, it was moved and seconded that same do pass. Thereupon, the question being called for, the following members of the Court voted AYE: \_\_\_\_\_

C.W. Atwood, O.B. Hadley, L.H. Reese,  
B.B. Aldridge, and the following members voted NO: None

PASSED, APPROVED AND ADOPTED this the 11th day of January, 1977

*C. W. Atwood*  
Commissioner Precinct No. 1  
*L. H. Reese*  
Commissioner Precinct No. 3

*[Signature]*  
County Judge, \_\_\_\_\_ County, Texas.  
*O. B. Hadley*  
Commissioner Precinct No. 2  
*B. B. Aldridge*  
Commissioner Precinct No. 4

<sup>1</sup>Insert issue exactly as it appears on the Petition.

<sup>2</sup>Article 29e requires publication in at least one newspaper of general circulation in the county where the court is located not more than 60 days nor less than 10 days before the election.

<sup>3</sup>Article 5.05, Subdivision 1a, of the Election Code provides who is conduct absentee voting.

COUNTY, TEXAS:

FOR "the Legal Sale of Beer and Wine for off-premise consumption only"

<u>Election Precinct</u> <u>Number</u>	<u>Location</u>	<u>Presiding Judge</u>	<u>Alternate</u> <u>Presiding Judge</u>
5	Rio Vista Fire Hall	Mrs. John Beauchamp	Mrs. Don Moore

7:00  
The polls at each of the above designated polling places shall on said election date be open from 7:00 o'clock a.m. to 7:00 o'clock p.m.

\*Art. 2.01 of the Election Code provides that polls shall be open from 7:00 a.m. to 7:00 p.m., provided that by order of Commissioners' Court in counties of less than 100,000, polls may be open one hour later and in counties of 1,000,000 or more, polls may be open one hour earlier.

ORDER FOR PROTECTION FROM ABUSE

All voted aye.

Polly Von Tungelin appeared before the Court representing the Committee on aging, seeking financial assistance for the committee in the amount of \$6,000.00. The matter was referred to the County Attorney for a legal opinion on the matter, and set a final hearing on the agenda for February 1, 1977.

A motion was made by O. B. Hadley and seconded by Loyd H. Reese to approve the following to the Historical Committee:

1-1-77 through 2-31-79

Mrs. Beverly McJilton, Chairman	Mr. Bill Padon
Mrs. Mildred Padon	Mrs. Jeanette Gibbs, Alvarado
Mr. Danny Leach	Mr. Phil Cummings, Joshua
Mrs. Rachel Boteler, Alvarado	

All voted aye.

A motion was made by Commissioner C. W. Atwood and seconded by Commissioner B. B. Aldridge to appoint Child Welfare Board, as follows:

1-1-77 through 12-31-79

Mrs. Marshall Young, be re-elected to another full term  
David Wilkinson, Alvarado, Supt. of Schools  
Mrs. Hazel DeGarmo, Cleburne  
Mrs. Jack Cobb, Rio Vista  
Mr. Bill Stribling, Burleson, Supt. of Schools

All voted aye.

#### SALARY GRIEVANCE COMMITTEE - 1977

Committee composed of 9 voting members.

Selected on the second Monday in January of each year.

1. County Judge, who shall be chairman of the committee but who shall not be entitled to vote.

2. Sheriff

3. County Tax-Assessor-Collector.

4. County Treasurer

5. County Clerk

6. District Clerk

7. County Attorney

8. Person served on Grand Jury in the County during the preceding year.

9. Public member  
10. Public Member  
11. Public Member

E. J. Massengale  
Mrs. Oveta Bates  
Jack Simpson

A motion was made by Commissioner Aldridge and seconded by Commissioner O.B. Hadley for Hospital Board:

HOSPITAL BOARD FOR 1977

Dr. Steve Johnson 1/1/77 1/1/78

THREE YEAR TERM

Mr. Clarence Mahanay 1/1/77 1/1/80  
Mr. J. Hunter Pearson 1/1/77 1/1/80  
Mr. David Sowell 1/1/77 1/1/80

TWO YEAR TERM

Mr. George Walls 2/2/76 1/1/79  
Mr. Lowell Smith, Jr. 2/2/76 1/1/79  
Dr. R. W. Kimbro 2/2/76 1/1/79

ONE YEAR TERM

Mr. Willard Baker 2/2/76 1/1/78  
Mr. George Bransom, Jr. 4/1/75 1/1/78  
Mr. Odell Elliott 4/1/75 1/1/78

EX-OFFICIO MEMBERS

C. C. "Kit" Cooke, County Judge  
Francis Stearns 1/1/77 1/1/79

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner O.B.

✓ Hadley for Rural Fire Commission for 1977

Mr. Tom Little, Chairman Cleburne 645-6666 1/12/76 thru 1/12/78  
Mr. Roy Forsythe Rio Vista 373-2235 1/12/76 thru 1/12/78  
Mr. A. J. Lambert, Secretary Joshua 645-2771 1/1/77 thru 1/1/79  
Mr. Charles Richardson Alvarado 783-3742 1/12/77 thru 1/12/78  
Mr. Sterling Ellis Grandview 866-2170 1-1-77 thru 1-1-79

All voted aye.

A motion was made by Commissioner Atwood and seconded by O. B. Hadley, Commissioner, to approve the following grants:

- ✓
1. Records & Identification Section & Crime Scene and Search Coordinator for the Sheriff's Department, 18th
  2. Judicial District - Assistant District and County Attorney Secretary,

as follows:

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DOLPH BRISCOE  
GOVERNOR

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION

ROBERT C. FLOWERS  
DIRECTOR

December 31, 1976

The Honorable C. C. Cooke  
Johnson County Judge  
Johnson County Courthouse  
Cleburne, Texas 76031

Dear Judge Cooke:

Governor Briscoe, based on the recommendation of the Criminal Justice Division Advisory Board, hereby awards the County of Johnson the grant listed below:

Records & Identification Section & Crime Scene & Search Coordinator      \$7,670


*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 CJD in regard to this grant should refer to Grantee, Grant Title, and Grant Number as noted on the Award.*

Forms for requesting funds have been included in a packet mailed to the Financial Officer. A copy of the CJD publication, *Guide for Grant Administration and Financial Management*, and quarterly progress report forms are being included in an information packet forwarded to the Project Director.

After acceptance of the grant award, funds may be requested in accordance with instructions contained on the Statement of Grant Award and Request for Funds form. Please do not request funds until their use is imminent.

If we can be of any assistance, please contact us at your convenience.

Sincerely,

  
Robert C. Flowers  
Executive Director

RCF:bf  
Enclosures

cc: Sheriff Stuart Huffman  
Mr. Robert Wylie

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## STATEMENT OF GRANT AWARD

Pursuant to authority of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and in response to your grant application dated August 31, 1976, the Governor of the State of Texas has approved the grant described below.

Grantee Organization	Project Title
Johnson County	Records & Identification Section & Crime Scene & Search
Grant Number	Grant Period Dates
AC-76-B04-4182	January 1, 1977 - December 31, 1977
Project Director	Financial Officer
Stuart A. Huffman	Robert Wylie
Amount of CJD Award	Grantee Cash Contribution
State \$ <u>767</u> Federal \$ <u>6,903</u> Total \$ <u>7,670</u>	\$ <u>-0-</u>

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 a quarterly basis for awards of \$10,000 or less. Non-operational grants i.e., equipment purchases, construction and contract services copies of invoices will be submitted with request for funds.

## Future Support

Approval of the above entitled and numbered grant does not commit the Criminal Justice Division 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 Criminal Justice Division and the appropriation of funds.

This grant is subject to CJD grant conditions and rules for administration of grants.

This grant is subject to and conditioned upon acceptance of special conditions (below).

In-kind contributions as indicated in the grant application submitted to CJD are for information purposes only and will not require documentation.

All cash, CJD and grantee, must be accounted for in accordance with the CJD Guideline Manual, M610, (Revised August 1, 1974).

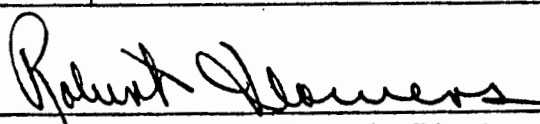
1. Special condition attached:
  - a. Conflict of Interest
2. Reference notes attached.

Forward all programmatic correspondence and progress reports to the CJD Grants Manager indicated below.

C.J.D. Grants Manager	Bert Duesing	Criminal Justice Division
Phone:	512/475-6045	411 West 13th Street, Austin, Texas 78701

Award Date

December 31, 1976

  
Robert C. Flowers, Executive Director

Office of the Governor, Criminal Justice Division

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CONFLICT OF INTEREST  
BID PROCEDURES

Requests for proposal or invitations for bid issued by the grantee or a subgrantee to implement the grant or subgrant project are to provide notice to prospective bidders that the LEAA organizational conflict of interest provision is applicable in that contractors that develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

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## REFERENCE NOTES <sup>471</sup>

Cash funds associated with this grant, both CJD and grantee contribution, must be accounted for under CJD Guideline Manual M610 (August, 1974). In addition, grantee should make special notation of the references listed below as they may require supplemental information or documentation. THOSE ITEMS CIRCLED SHOULD RECEIVE SPECIAL ATTENTION.

- |   |   |
|---|---|
| 1. Automatic Data Processing Equipment  | M610—Part II, Section VII, Paragraph L, Page 73                             |
| 2. Equipment & Other Capital Expenditures   | M610—Part II, Section VII, Paragraph L, Appendix A, Page 74, Page 88, A-102 |
| 3. Equipment & Other Capital Assets   | M610—Part II, Section VII, Paragraph L, Appendix A, Page 74, Page 88, A-102 |
| 4. Building Space & Related Facilities  | M610—Part II, Section VII, Paragraph L, Page 73                             |
| 5. Contractors & Subcontractors   | M610—Appendix B, Page 92, Contract Guide & Outline                          |
| 6. Labor Standards  | M610—Appendix B, Page 92, Contract Guide & Outline                          |
| 7. Insurance and Indemnification  | M610—Part II, Section VII, Paragraph L, Page 75                             |
| 8. Preagreement Costs   | M610—Part II, Section VII, Paragraph L, Page 76                             |
| 9. Proposal Costs   | M610—Part II, Section VII, Paragraph L, Page 77                             |
| 10. Professional & Contract Services  | M610—Part II, Section VII, Paragraph L, Page 76                             |
| (11) Compensation for Personal Services   | M610—Part II, Section VII, Paragraph K, Page 69                             |
| 12. Professional & Contract Services to be Provided by Agencies of Local Government | M610—Part II, Section VII, Paragraph L, Page 76                             |
| 13. Employee's Travel Expenses  | M610—Part II, Section VII, Paragraph K, Page 72                             |
| 14. Audit Expenses  | M610—Part II, Section VII, Paragraph L, Page 76                             |
| 15. Probation Fees  | M610—Part II, Section V, Page 50, Item 9                                    |
| 16. Contract Provisions   | M610—Appendix B, Page 92, Contract Guide & Outline                          |
| 17. Procurement Procedures  | M610—Part V, Section C, Paragraph 5, Page 46                                |
| 18. Special Fiscal Conditions for Construction Program Grants                       | M610—Part II, Section V, Paragraph C, Page 49, Item 6                       |

Office of the Governor

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Criminal Justice Division

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  
Criminal Justice Division, State of Texas, entitled Records & Identification Section and Crime Scene  
and Search Coordinator  
and further identified by grant number AC-76-B04-4182 and;

Whereas, the Governor of the State of Texas has approved the grant application as evidenced by the Statement of Grant  
Award from the Criminal Justice Division dated December 31, 1976, which contains 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 Statement of Grant award as evidenced by this agreement executed by 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 director to coordinate and be solely  
responsible for submission of adjustments pertaining to both program and financial elements of the application, the position  
authorized to submit adjustments is Financial Officer

Date

1-11-77

Authorized Officials

[Signature]



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DOLPH BRISCOE  
GOVERNOR

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION

ROBERT C. FLOWERS  
DIRECTOR

December 31, 1976

The Honorable C. C. (Kit) Cooke  
Johnson County Judge  
Johnson County Courthouse  
Cleburne, Texas 76031

Dear Judge Cooke:

Governor Briscoe, based on the recommendation of the Criminal Justice Division Advisory Board, hereby awards the County of Johnson the grant listed below:

18th Judicial District - Assistant District & County Attorney & Secretary \$17,580

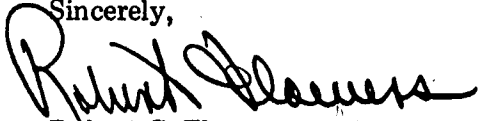
*This grant award must be accepted within 30 days of the award date by executing and returning the enclosed acceptance agreement in the self-addressed envelope provided. The original Statement of Grant Award, which is also enclosed, should be placed in your grant files. Future correspondence with the CJD in regard to this grant should refer to Grantee, Grant Title, and Grant Number as noted on the Award.*

Forms for requesting funds have been included in a packet mailed to the Financial Officer. A copy of the CJD publication, *Guide for Grant Administration and Financial Management*, and quarterly progress report forms are being included in an information packet forwarded to the Project Director.

After acceptance of the grant award, funds may be requested in accordance with instructions contained on the Statement of Grant Award and Request for Funds form. Please do not request funds until their use is imminent.

If we can be of any assistance, please contact us at your convenience.

Sincerely,

  
Robert C. Flowers  
Executive Director

RCF:bf  
Enclosures

cc: The Honorable Oran Smith, Jr.  
Mr. Robert M. Wylie

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Office of the Governor



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Criminal Justice Division

STATEMENT OF GRANT AWARD

Pursuant to authority of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and in response to your grant application dated October 13, 1976, the Governor of the State of Texas has approved the grant described below.

Grantee Organization	Project Title
<u>Johnson County</u>	<u>18th Judicial District-Assistant District &amp; County Attorney &amp; Secretary</u>
Grant Number	Grant Period Dates
<u>AC-77-D02-4157</u>	<u>January 1, 1977 - December 31, 1977</u>
Project Director	Financial Officer
<u>Oran Smith, Jr.</u>	<u>Robert M. Wylie</u>
Amount of CJD Award	Grantee Cash Contribution
State \$ <u>1,758</u> Federal \$ <u>15,822</u> Total \$ <u>17,580</u>	\$ <u>5,860</u>

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 a quarterly basis for awards of \$10,000 or less. Non-operational grants i.e., equipment purchases, construction and contract services copies of invoices will be submitted with request for funds.

Future Support

Approval of the above entitled and numbered grant does not commit the Criminal Justice Division 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 Criminal Justice Division and the appropriation of funds.

This grant is subject to CJD grant conditions and rules for administration of grants.

This grant is subject to and conditioned upon acceptance of special conditions (below).

In-kind contributions as indicated in the grant application submitted to CJD are for information purposes only and will not require documentation.

All cash, CJD and grantee, must be accounted for in accordance with the CJD Guideline Manual, M610, (Revised August 1, 1974).

1. Special conditions attached:
  - a. Quarterly Reports, Statistical Data Forms and Internal Evaluation
  - b. Conflict of Interest
2. Reference notes attached.

Forward all programmatic correspondence and progress reports to the CJD Grants Manager indicated below.

C.J.D. Grants Manager	Dan Brainard	Criminal Justice Division
Phone:	512/475-6026	411 West 13th Street, Austin, Texas 78701
Award Date		
December 31, 1976		

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Robert C. Flowers, Executive Director  
Office of the Governor, Criminal Justice Division

Quarterly Reports, Statistical Data Forms and Internal Evaluation

The annual state plan and LEAA guidelines require the timely filing of

1. quarterly reports;
2. statistical data forms;
3. internal evaluation;
4. external evaluation.

The quarterly reports and statistical data forms provide the primary basis for the evaluation required. FAILURE TO COMPLY WITH THE REQUIREMENTS OF THESE REPORTS MAY RESULT IN A TERMINATION OF FUNDS.

Each project director must submit quarterly progress reports summarizing project activities (follow evaluation requirements for format and information) and expenditures for the previous quarter. The quarters are January-March; April-June; July-September; and October-December. Progress reports must contain completed uniform statistical reporting form(s) attached.

Additional criteria may be required as a special condition at any time.

The Daily Event Log for Courts and Prosecutors Projects must be started immediately if you do not currently maintain one. If you currently maintain a daily event log, begin immediately using the new form which shows the reason for dismissal. The daily event log is used to compute the average length of time from arrest to each event. Retain the daily event log in your office. Do not attach it to the quarterly report.

Much of the statistical data should be available in the District and County Clerks' offices since they are statutorially requested to file certain statistical data with the Texas Civil Judicial Council each month.

Internal evaluation by the project director is required at the end of the tenth month of the project. It must include (where applicable) the following:

1. Number of project participants -- training projects.
2. Extent to which measurable goals and performance objectives are achieved.
3. Analysis of external or internal factors affecting project performance and description of project adjustments made or anticipated.
4. Determination and analysis of operating cost per participant for in-service training projects.
5. Evidence that participant and staff critique of project effectiveness has been undertaken and reviewed by project management.
6. Average time from arrest to trial before and after project implementation. (courts and prosecution projects)
7. Number of cases screened out prior to trial (prosecutors projects)

SPECIAL CONDITION: continued

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8. Comparison of goals, methods, and results as stated in the application and as presented by documentation during grant period. Changes must be discussed with adequate narrative to show facts, circumstances, and justifications.

External evaluation is required, and must be accomplished by one or more persons in the criminal justice system who possess expertise in the project concept. Evaluation will be based on the project application and the above criteria, and must be done by the 10th month of the project. CJD approval of evaluators is required.

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COURTS OR PROSECUTION

Felony

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Quarterly Report  
(from date of arrest)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
<b>Waiver</b>				
Total number of cases to waiver .....				
Total number of defendants to waiver .....				
Total number of days .....				
Average--(cases) = total days divided by total cases = .....				
Average--(defendants) = total days divided by total defendants = .....				
<b>Examining Trial</b>				
Total number of cases to examining trial .....				
Total number of defendants to examining trial .....				
Total number of days .....				
Average--(cases) = total days divided by total cases = .....				
Average--(defendants) = total days divided by total defendants = .....				
<b>Grand Jury</b>				
Total number of cases to Grand Jury .....				
Total number of defendants to Grand Jury .....				
Total number of days .....				
Average--(cases) = total days divided by total cases = .....				
Average--(defendants) = total days divided by total defendants = .....				
<b>Plea</b>				
Total number of cases to plea .....				
Total number of defendants to plea .....				
Total number of days .....				
Average--(cases) = total days divided by total cases = .....				
Average--(defendants) = total days divided by total defendants = .....				
<b>Trial</b>				
Total number of cases to trial .....				
Total number of defendants to trial .....				
Total number of days .....				
Average--(cases) = total days divided by total cases = .....				
Average--(defendants) = total days divided by total defendants = .....				

Note: Use all cases and defendants reaching events during the reporting quarter. A case and defendant may reach several during the reporting quarter. Do not repeat prior month or months events information. The quarterly, semi-annual and annual reports are totals of the number of cases, defendants and days of each event in the report period. The average for the report period must be computed based on the cumulative totals.

The quarters are January-March, April-June, July-September, and October-December. The first quarter on the report is the first full or partial quarter immediately following the starting date of the project. Previous quarters data must be included in current quarterly report.

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MASTER EVENT LOG - FELONY

[illegible]

Dismiss or No Bill - Reason:

1. Insufficient Evidence
2. Defendant Convicted in Another Case
3. Request of Complaining Witness
4. Case Refiled
5. Defendant Unapprehended
6. Defendant Deceased
7. Defendant Granted Immunity for Testimony
8. Other
9. Unknown

Figure 25  
COURTS OR PROSECUTION  
Misdemeanor

Quarterly Report  
(from date of arrest)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Complaint				
Total number of cases to complaint .....				
Total number of defendants to complaint .....				
Total number of days .....				
Average--(cases) = total days divided by total cases = .....				
Average--(defendants) = total days divided by total defendants = .....				
Information				
Total number of cases to information .....				
Total number of defendants to information .....				
Total number of days .....				
Average--(cases) = total days divided by total cases = .....				
Average--(defendants) = total days divided by total defendants = .....				
Plea				
Total number of cases to plea .....				
Total number of defendants to plea .....				
Total number of days .....				
Average--(cases) = total days divided by total cases = .....				
Average--(defendants) = total days divided by total defendants = .....				
Trial				
Total number of cases to trial .....				
Total number of defendants to trial .....				
Total number of days .....				
Average--(cases) = total days divided by total cases = .....				
Average--(defendants) = total days divided by total defendants = .....				

\*Note: Use all cases and defendants reaching events during the reporting quarter. A case and defendants may reach several during the reporting quarter. Do not repeat prior month or months event information. The quarterly, semi-annual and annual reports are totals of the number of cases, defendants and days of each event in the report period. The average for the report period must be computed based on the cumulative totals.

The quarters are January-March, April-June, July-September, and October-December. The first quarter on the report is the first full or partial quarter immediately following the starting date of the project. Previous quarters data must be included in current quarterly report.

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1. Insufficient Evidence
2. Defendant Convicted in Another Case
3. Request of Complaining Witness
4. Case Refiled
5. Defendant Unapprehended
6. Defendant Deceased
7. Defendant Granted Immunity for Testimony
8. Other
9. Unknown

Figure 30  
PROSECUTOR'S OFFICE  
Felony

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DEFINITIONS:

Total Case Load:

Number of cases filed with District and/or County Attorney's Office for prosecution.

Pending Active Cases:

Cases that are being investigated by District and/or County Attorney's Office which have been indicted and are awaiting final disposition in court.

Pending Out-of-Pocket Cases:

Cases that have been indicted but are unavailable for disposition as individual is incarcerated elsewhere or has not been picked up by local Sheriff's Office.

SECTION I	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Pending Active Cases				
Pending Out-of-Pocket Cases				
Cases Awaiting Grand Jury Action as of .....				
SECTION II				
Total Cases During Quarter .....				
Cases Eliminated Through Investigation and Screening .....				
Percentage Reduction in New Cases Through Screening .....				
Cases Filed in District Court .....				
SECTION III				
Cases Presented To Grand Juries .....				
Cases No Billed by Grand Juries .....				
Cases Reduced to Misdemeanor by Grand Juries .....				
Indictments by Grand Juries .....				
Cases Presented in "Passed Status" .....				
SECTION IV				
New Cases During Quarter .....				
Backlog Cases .....				
Total .....				
SECTION V				
Cases Disposed of During Quarter .....				
New Cases Filed in Quarter .....				
Cases Disposed of Over and Above New Cases Filed .....				
% More Cases Disposed of Than Filed .....				

(Continued as Figure 31)

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Figure 31  
(Continuation of Figure 30)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
<b>SECTION VI</b>				
No. of Grand Juries During Quarter .....				
Average Days Between Grand Juries .....				
No. of Individual Officers Required in Grand Jury Presentation of Cases .....				
Investigator Appearances .....				
No. of Officers Not Required as Result of Investigator Appearances .....				
<b>SECTION VII</b>				
Revocation of Probation During Quarter .....				
Probations Granted During Quarter .....				
No. of Defendants to Enter Plea of Guilty ..				
Jury Trials in District .....				
Jury Trials Out of District .....				
<b>SECTION VIII</b> Backlog				
Backlog Beginning of Quarter .....				
Backlog End of Quarter .....				
Current Backlog .....				
% of Decrease, or .....				
% of Increase .....				
Courtroom Days Spend in Jury Trial in District .....				
Courtroom Days Spent in Jury Trial Out of District .....				
<b>SECTION IX</b>				
Average Days from Arrest to Defendant's Waiver of Indictment .....				
Average Days from Arrest to Defendant's Case to Grand Jury .....				
Average Days from Arrest to Defendant's Plea of Guilty .....				
Average Days from Arrest to Defendant's Trial by Jury .....				

The quarters are January-March, April-June, July-September, and October-December. The first quarter on the report is the first full or partial quarter immediately following the starting date of the project. Previous quarters data must be included in current quarterly report.

Figure 32  
PROSECUTOR'S OFFICE  
Felony

QUARTERLY REPORT — Months \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_.

Examining Trial Report	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Cases pending beginning of quarter .....				
Cases presented .....				
Bound-Over to Grand Jury .....				
Dismissed				
a. Insufficient Evidence .....				
b. Request of Complaining Witness .....				
c. Total—dismissed .....				
Defendants* .....				
Grand Jury Report				
Cases Pending .....				
Cases Indicted .....				
Cases No-Billed—				
a. Insufficient Evidence .....				
b. Request of Complaining Witness .....				
c. Total—no-billed .....				
Defendants* .....				
Number of days grand jury(ies) met .....				

The quarters are January-March, April-June, July-September, and October-Decement. The first quarter on the report is the first full or partial quarter immediately following the starting date of the project. Previous quarters data must be included in current quarterly report.

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Figure 34  
PROSECUTION—Misdemeanor

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Pending at beginning of quarter .....				
New Cases Added .....				
Appeals Added .....				
Others Added .....				
Total Added .....				
Total Cases .....				
Dispositions .....				
Guilty Plea .....				
Judge Trial .....				
Jury Trial .....				
Dismissed .....				
1. Insufficient Evidence .....				
2. Defendant Convicted in Another Case .....				
3. Request of Complaining Witness .....				
4. Case Refiled .....				
5. Defendant Unapprehended .....				
6. Defendant Deceased .....				
7. Defendant Granted Immunity for Testimony .....				
8. Other .....				
9. Unknown .....				
Other Dispositions .....				
Total Cases Pending at End of Quarter .....				
Acquittals .....				
Convictions .....				

The quarters are January-March, April-June, July-September, and October-December. The first quarter on the report is the first full or partial quarter immediately following the starting date of the project. Previous quarters data must be included in current quarterly report.



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CONFLICT OF INTEREST  
BID PROCEDURES

Requests for proposal or invitations for bid issued by the grantee or a subgrantee to implement the grant or subgrant project are to provide notice to prospective bidders that the LEAA organizational conflict of interest provision is applicable in that contractors that develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

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## REFERENCE NOTES

Cash funds associated with this grant, both CJD and grantee contribution, must be accounted for under CJD Guideline Manual M610 (August, 1974). In addition, grantee should make special notation of the references listed below as they may require supplemental information or documentation. THOSE ITEMS CIRCLED SHOULD RECEIVE SPECIAL ATTENTION.

1. Automatic Data Processing Equipment	M610—Part II, Section VII, Paragraph L, Page 73
2. Equipment & Other Capital Expenditures	M610—Part II, Section VII, Paragraph L, Appendix A, Page 74, Page 88, A-102
3. Equipment & Other Capital Assets	M610—Part II, Section VII, Paragraph L, Appendix A, Page 74, Page 88, A-102
4. Building Space & Related Facilities	M610—Part II, Section VII, Paragraph L, Page 73
5. Contractors & Subcontractors	M610—Appendix B, Page 92, Contract Guide & Outline
6. Labor Standards	M610—Appendix B, Page 92, Contract Guide & Outline
7. Insurance and Indemnification	M610—Part II, Section VII, Paragraph L, Page 75
8. Preagreement Costs	M610—Part II, Section VII, Paragraph L, Page 76
9. Proposal Costs	M610—Part II, Section VII, Paragraph L, Page 77
10. Professional & Contract Services	M610—Part II, Section VII, Paragraph L, Page 76
11. Compensation for Personal Services	M610—Part II, Section VII, Paragraph K, Page 69
12. Professional & Contract Services to be Provided by Agencies of Local Government	M610—Part II, Section VII, Paragraph L, Page 76
13. Employee's Travel Expenses	M610—Part II, Section VII, Paragraph K, Page 72
14. Audit Expenses	M610—Part II, Section VII, Paragraph L, Page 76
15. Probation Fees	M610—Part II, Section V, Page 50, Item 9
16. Contract Provisions	M610—Appendix B, Page 92, Contract Guide & Outline
17. Procurement Procedures	M610—Part V, Section C, Paragraph 5, Page 46
18. Special Fiscal Conditions for Construction Program Grants	M610—Part II, Section V, Paragraph C, Page 49, Item 6

Office of the Governor

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Criminal Justice Division

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  
Criminal Justice Division, State of Texas, entitled 18th Judicial District-Assistant District and  
County Attorney and Secretary  
and further identified by grant number AC-77-D02-4157 and;

Whereas, the Governor of the State of Texas has approved the grant application as evidenced by the Statement of Grant  
Award from the Criminal Justice Division dated December 31, 1976, which contains 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 Statement of Grant award as evidenced by this agreement executed by 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 director to coordinate and be solely  
responsible for submission of adjustments pertaining to both program and financial elements of the application, the position  
authorized to submit adjustments is Financial Officer

Date 1-11-77

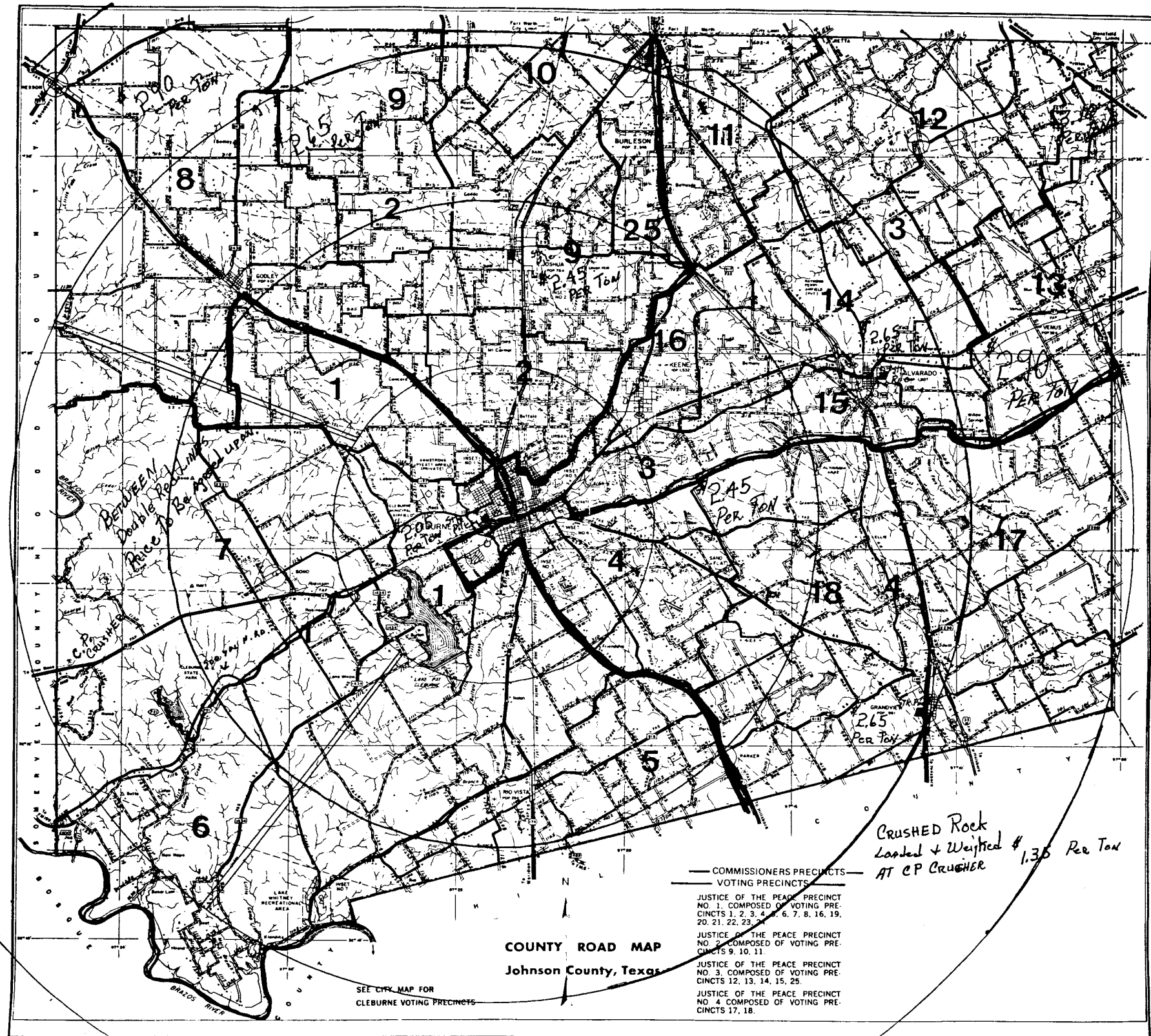
Authorized Officials [Signature]

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner  
Atwood to accept proposal presented by Charley Phillips to haul base material  
for Johnson County ranging from \$2.05 to \$3.10 per ton, depending on the  
location of the site within each Commissioners' Precinct. Each Commissioner  
will deal direct with Charley Phillips until the County Auditor's advertise-  
ment for bids is acted upon.

Copy of map showing price guide attached.

All voted aye.



A motion was made by Commissioner Atwood and seconded by Commissioner Hadley  
 ✓ to accept the following resignation from Garry Freeman, County Extension Agent.



TEXAS AGRICULTURAL EXTENSION SERVICE  
 THE TEXAS A&M UNIVERSITY SYSTEM

Courthouse  
 Cleburne, Texas 76031  
 January 4, 1977

C.C. "Kit" Cooke  
 County Judge  
 Johnson County  
 Courthouse  
 Cleburne, Texas 76031

Dear Judge Cooke:

I have submitted my resignation from my position as County Extension Agent, Johnson, County to the Texas Agricultural Extension Service effective January 31, 1977.

I will be going to work February 1, 1977, for the Arabian Horse Registry, Denver, Colorado.

It has been my pleasure to have worked in Johnson County for you and the commissioners court the past two years and four months. I hope that my future endeavors shall be as rewarding. I wish you all the best for 1977.

I am

Sincerely yours,

*Garry Freeman*  
 Garry Freeman

GF:mb



\_\_\_\_\_The Texas A&M University System and U. S. Department of Agriculture Cooperating\_\_\_\_\_

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner C. W. Atwood to authorize Patti Morris permission to attend the Justice of the Peace Conference to be held in Austin, Texas, January 31st through February 4, 1977. The County to pay her travel expense only.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner O. B. Hadley, to accept the following bid from Forrest Chevrolet-Cadillac Co., Inc., for Precinct #2:



1977 Chevrolet  
Now that's MORE like it.

FORREST CHEVROLET-CADILLAC CO., INC.  
2400 N. MAIN P.O. BOX 37  
CLEBURNE, TEXAS 76031  
Phone 645-4351 Metro 477-2114

December 28th, 1976

Johnson Co. Prec. # II  
Johnson Co. Court House  
Cleburne, Texas 76031

Dear Sir:

We would like to submit the following bid on one (1) 1977 Chevrolet Model # CE66213, Truck Tractor 4½ ton with all standard factory equipment plus the following optional equipment:

West Coast Mirrors	9000 Front Springs
23,000 Rear Springs	Aux. Rear Springs
2 Speed Rear Axle	Manual Throttle
H.D. Oil Bath Air Cleaner	427 V8 Engine
5 Spd. Spicer Trans.	Power Steering
20-X7.0" Wheels	Tachometer
H. D. Radiator	Tow Hooks
1000X20 12 Ply Tires	Hand Control for Trailer
Selling Price	\$11,965.46
Less Federal Tax	1,026.30
Net Bid	\$10,939.16
Less: Trade In 1972 Chev. Trk/Tr	
with Clements 10yd Dump Trailer	3,000.00
Difference	\$ 7,939.16

Any consideration given this bid will be greatly appreciated.

Yours truly,

FORREST CHEV.-CAD.CO., INC.

H. L. Cain

HLC/kt

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to accept the following bid from Lufkin Industries, Inc., for Precinct No. 2:

TWX. 910-880-4202

Cable Address "LUFFO"

# **LUFKIN INDUSTRIES, INC.**

Dallas Branch  
635 Fort Worth Ave.  
Dallas, Texas 75208  
December 30, 1976

Mr. Robert M. Wylie  
County Auditor  
Johnson County  
Cleburne, Texas 76031

Gentlemen:

We are pleased to quote our LUFKIN Dump Trailer Model TD-23, with the following specifications:

CAPACITY: 12/18 yard  
LENGTH: 22'-6"  
SIDES: 10 ga. Steel  
FLOOR: 10 ga. Steel  
AXLES: A22S Standard Forge, Stemco oil seals  
BRAKES: 16½ x 7 with anti skid.  
WHEELS: 3 spoke Webb, 20 x 7.5 rims.  
TIRES: 1000 x 20 Goodyear Cargo hi miler  
EQUIPMENT: Non rock 5th wheel, pump, valve, hose and P.T.O.  
Installed on your truck.

Thank you for the opportunity to quote.

Net each, F.O.B. Dallas

Net	\$9,298.15
	119.00 FOB Dallas
	<u>\$9,417.15</u>

Yours truly,

LUFKIN INDUSTRIES, INC.  
Trailer Division

*Jim Walker*  
Jim Walker

JW/mg

QUALITY EQUIPMENT SINCE 1902

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to approve specifications for medium size and full size cars as presented by Sheriff Stuart Huffman and to authorize the County Auditor to advertise for bids on two cars for the Sheriff Department, as follows:

# STUART HUFFMAN

SHERIFF

JOHNSON COUNTY

CLEBURNE, TEXAS 76031

645-2501 OR 645-2761

1977

## TYPE

FOUR (4) DOOR SEDAN WITH POLICE PACKAGE.

## COLOR

STANDARD

## ENGINE

350  
400 CUBIC INCH MAX. MIN.  
4-BARRELL CARBURATOR  
SINGLE EXHAUST WITH STAINLESS AND ALUMINIZED MUFFLER

## TRANSMISSION

AUTOMATIC TRANSMISSION

## WHEELBASE

116.0 INCH MAX.

## BRAKES

POWER FRONT DISK, REAR HEAVY DUTY DRUM BRAKES.

## SUSPENSION

HEAVY DUTY WITH REAR STABILIZER BAR  
HEAVY DUTY FRAME

## TIRES

BLACK WALL STEEL BELTED RADIAL TIRES WITH 15 INCH REINFORCED WHEELS

## AIR CONDITIONED

FACTORY AIR

## EXTRA AND/OR SPECIAL EQUIPMENT

HEAVY DUTY REAR AXLE  
70 AMPERE ALTERNATOR  
HEAVY DUTY BATTERY  
VINYL INTERIOR TRIM  
MAX. COOLING PACKAGE  
HEAVY DUTY VINYL FLOOR COVERING

COOLANT RECOVERY SYSTEM  
TRANSISTORIZED VOLTAGE REGULATOR  
POWER STEERING WITH OIL PUMP COOLER  
TINTED GLASS  
AM RADIO  
SPOT LIGHT



**STUART HUFFMAN**  
SHERIFFJOHNSON COUNTY  
CLEBURNE, TEXAS 76031

645-2501 OR 645-2761

1977

1. 4-BARRELL CARBURATOR.
2. 400 CUBIC IN. ENGINE, V-8.
3. 100 AMP ALTERNATOR.
4. POLICE PACKAGE.
5. AIRCONDITIONING.
6. SPOTLIGHT.
7. RADIO.
8. TINTED GLASS WINDSHIELD.
9. 4-DOOR.
10. VINYL SEATS.
11. 121 INCH WHEELBASE.
12. STEELBELTED TIRES, NO NYLON.
13. BLUE PAINT WITH BLUE INTERIOR.

ED MAYES  
123 N. HOUSTON  
P. O. BOX 249  
GRANBURY, TEXAS 76048  
Telephone A.C. 817-573-9832



COMMITTEES:  
STATE AFFAIRS  
INTERGOVERNMENTAL AFFAIRS

The State of Texas  
House of Representatives  
Austin, Texas

January 5, 1977

Dear Joe,

Thank you for sending me the excerpt from the minutes of Johnson County Commissions Court relative to a 1¢ sales tax for counties and an increase in County Clerk filing fees.

I have noted that the two issues were approved by all members of the Court. I appreciate this firm expression of support of these two issues and will support worthwhile legislation designed to accomplish the stated aims.

Sincerely,

*Ed*

Ed Mayes  
STATE REPRESENTATIVE  
District # 33

Joe L. Townes  
County Clerk  
County Court House  
Cleburne, Texas 76031

Court recessed at 11:30 A. M. Reconvened at 12:30 P. M. with the following members present: C. C. Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B. Hadley, Commissioner of Precinct 2, Lloyd H. Reese, Commissioner of Precinct No. 3 and B. B. Aldridge, Commissioner of Precinct No. 4.

Set January 21, 1977, at 10:00 A. M. for a Special Called Meeting for consideration of the following business:

1. Open bids on County Health and Life Insurance Policies
2. Sell plot of land as described in bids previously run in newspapers (old County barn lot precinct No. 1)
3. Sale of two (2) 1965 Chevrolet Trucks for Precinct No. 1

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

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to approve the depositions of Stephen Ray Curlee and Michael Roy Sheppard, for Sheriff's Department.

A motion was made by Commissioner Aldridge and seconded by Commissioner Atwood to authorize the purchase of two (2) typewriters (rebuilt I.B.M.'s) from Bennett's Printing Company at \$300.00 each. One for the District Clerk and one for the Child Welfare Office.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Atwood to approve minutes of the court as read by the County Clerk.

All voted aye.

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

All voted aye.

C. W. Atwood  
Acting County Judge

Joe L. Townes  
County Clerk

January 14, 1977

Commissioners' Court  
Johnson County  
Cleburne, Texas 76031

Dear Sirs:

The following is a list of the employees appointed as deputies of the Tax Assessor-Collector's Office beginning the year, January 1, 1977:

Chief Deputy, Bernice Tuttle; Bookkeepers, J. C. Bennett and Ilene Beckham; Collecting Deputies, Margaret Powell, Shirley Callaway, and Penney Hardcastle; Voter Registrar, Martha Wilson; Appraisal Deputy, Billie Gibson; Typist, Belinda Shipley; Automobile Title Registration, Mary Woodrum, Genia Stepp, Iva Ewing (part time); Tax Roll Clerk, Laverne Smith.

The above list is furnished in accordance with requirements of blanket bonding procedures required of this office.

Extra help will be employed as per the breakdown of my original budget request approved by this Court and as needed.

Thank you for your acceptance of these appointments, a copy of which is filed with the County Clerk.

Respectfully yours,

*Dennis McWilliams*  
Dennis McWilliams

DMcW:mep

FILED FOR RECORD AT \_\_\_\_\_ M3

JAN 17 1977

COUNTY CLERK, JOHNSON COUNTY  
BY \_\_\_\_\_ DEPUTY

*interceptor  
(Electron)*

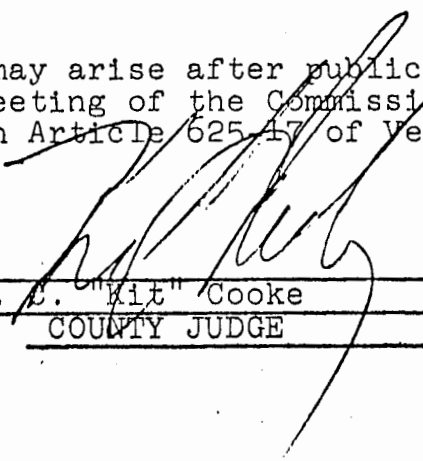
A G E N D A

NOTICE OF SPECIAL CALLED MEETING OF JOHNSON COUNTY  
COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
JANUARY 21, 1977 - 10:00 A.M.  
COUNTY COURTROOM

The Commissioner's Court of Johnson County, Texas  
is hereby calling this special meeting for the purpose  
of consideration of the following items of business:

- X1. Open bids on County Health and Life Insurance Policies
- X2. Sell plot of land as described in bids previously run  
in the newspapers
- X3. Sale of two 1965 Chevrolet Trucks for Precinct #1
- X4. Approve Resolution of Johnson County Memorial Hospital  
Authorities for the issuance of \$500,000.00 in Revenue  
Bonds.
- X5. Discuss Air Control Board Meeting
- X6. Discuss the case of Mrs. Esteline Aleta McVicker vs.  
Johnson County, Texas

AND, any other matters that may arise after publication  
of this Agenda. This Agenda of meeting of the Commissioner's  
Court is posted in accordance with Article 625.17 of Vernon's  
Texas Civil Statutes.

  
\_\_\_\_\_  
C. E. "Kit" Cooke  
COUNTY JUDGE

Posted: January 17, 1977  
1:30 P.M.  
County Courthouse

STATE OF TEXAS :  
 : JANUARY 21, 1977  
 COUNTY OF JOHNSON :

BE IT RMEMBERED AT A SPECIAL MEETING OF THE COMMISSIONER'S COURT  
 IN AND FOR JOHNSON COUNTY, TEXAS, on the above-mentioned date at the Court-  
 house in Cleburne, Texas, with the following members present: C. C. Cooke,  
 County Judge; Commissioner Precinct No. 1, C. W. Atwood, Commissioner Pre-  
 cinct No. 2, O. B. Hadley, Commissioner Precinct No. 3, Loyd H. Reese,  
 Commissioner Precinct No. 4, B. B. Aldridge and Joe L. Townes, County Clerk.

Invocation was given by O. B. Hadley.

The County Judge ordered the court into executive session to dis-  
 cuss the case of Mrs. Esteline McVicker vs. Johnson County, Texas, at which  
 time the following motion was unanimously passed.

A motion was made by Commissioner Aldridge and seconded by Commiss-  
 ioner Hadley to employ the law firm of Altaras, Altaras and Altaras to re-  
 present the County in a law suit filed by Mrs. Esteline Aleta McVicker vs.  
 Johnson County, Texas, and to grant authority for them and the County  
 Attorney to handle the case and proceed as they deem necessary.

The County Judge announced in open court that by a unanimous vote  
 the law firm of Altaras, Altaras and Altaras was employed by Johnson County  
 to assist the County Attorney in the law suit styled "Mrs. Esteline McVicker  
 vs. Johnson County, Texas."

A motion was made by Commissioner B. B. Aldridge and seconded by  
 Commissioner O. B. Hadley to accept the low bid of Business Men's Assurance  
 Company of America the County Employee's Health and Life Insurance.

All voted aye.

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**BUSINESS MEN'S ASSURANCE**  
*Company of America*

December 15, 1976

Mr. Charles C. Cooke, III  
 County Judge  
 Johnson County, Texas  
 Courthouse  
 Cleburne, Texas 76031

GL, GDD, GH, GM 60485

Dear Mr. Cooke:

January 15, 1977, marks the first anniversary of the Group Insurance Program for you and your employees.

As you may be aware, prior to the renewal date, all Group contracts are reviewed to determine eligibility for continuation of the insurance on the present basis.

You will be pleased to know that your Group Life and Accidental Death and Dismemberment contracts will be renewed without change for another contract year.

According to your contract provisions, your Group Life and Accidental Death and Dismemberment insurance reduces 50% for those employees at age 65. In view of this, the Group Life and Accidental Death and Dismemberment insurance will reduce for the following:

		<u>Effective</u>
Walter Boteler	- \$5,000	August 15, 1977
Eva Ewing	- \$2,000	October 15, 1977
Woodrow Franklin	- \$2,500	August 15, 1976
O. B. Hadley	- \$5,000	July 15, 1977

Inflationary pressures continue to affect medical care charges more drastically than any other element of the Consumer Price Index. Hospital and medical care costs are actually increasing at an accelerated rate as compared with last year. Consequently, BMA continues to be faced with adjustments as contracts reach their renewal date. Accordingly, the rates for your Group Medical and Major Medical Expense contracts are being adjusted to the following amounts, effective January 15, 1977.

	<u>Medical</u>	<u>Major Medical</u>	
		<u>Not Eligible For Medicare</u>	<u>Eligible For Medicare</u>
22.54 Employees	\$15.32 - 14.73	\$ 7.22 - 4.25	\$5.88 - same
37.69 Dependents	26.57 - 26.52	11.12 - 6.30	5.88 - same

Mr. Cooke, III

- 2 -

December 15, 1976

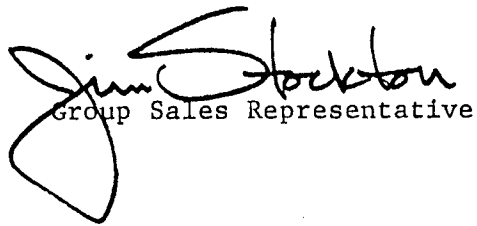
This escalation of medical care costs is illustrated by the attached Medical Costs Index Chart, S-3378. Additional copies will be furnished at your request.

Normally any adjustment in premiums are for a period of 12 months; however, we are renewing your Group Medical and Major Medical Expense contracts at the above rates for a period of 6 months, until July 1, 1977. Otherwise, the current experience indicates a higher premium rate would be necessary for the 12 month period. You will be advised on or about June 1, 1977, if additional premium is necessary for the remainder of the contract year.

Mr. Cooke, it has been a pleasure for us to help you provide this protection for you and your employees and we hope to have this privilege for many years.

Cordially,

JIM STOCKTON  
JS:pf

  
Group Sales Representative



ALL voted aye.

## There's been a change in your premium.

### HERE'S WHY:

We find it necessary to increase our insurance rates, and we'd like to explain why. Because of inflation, each year it costs more and more for the things your insurance dollars buy (see Chart at right). For example, from 1967 thru 1975, average country-wide costs for physicians' fees rose from \$100 to \$177 relative value, and costs for hospital care increased to \$273 per patient day.

As a company, our goal is to provide sound insurance protection and the best service at the lowest possible cost. We've made a concerted effort to hold down our operating expenses and, in the long run, it's helped us minimize inflation's effect on your premium.

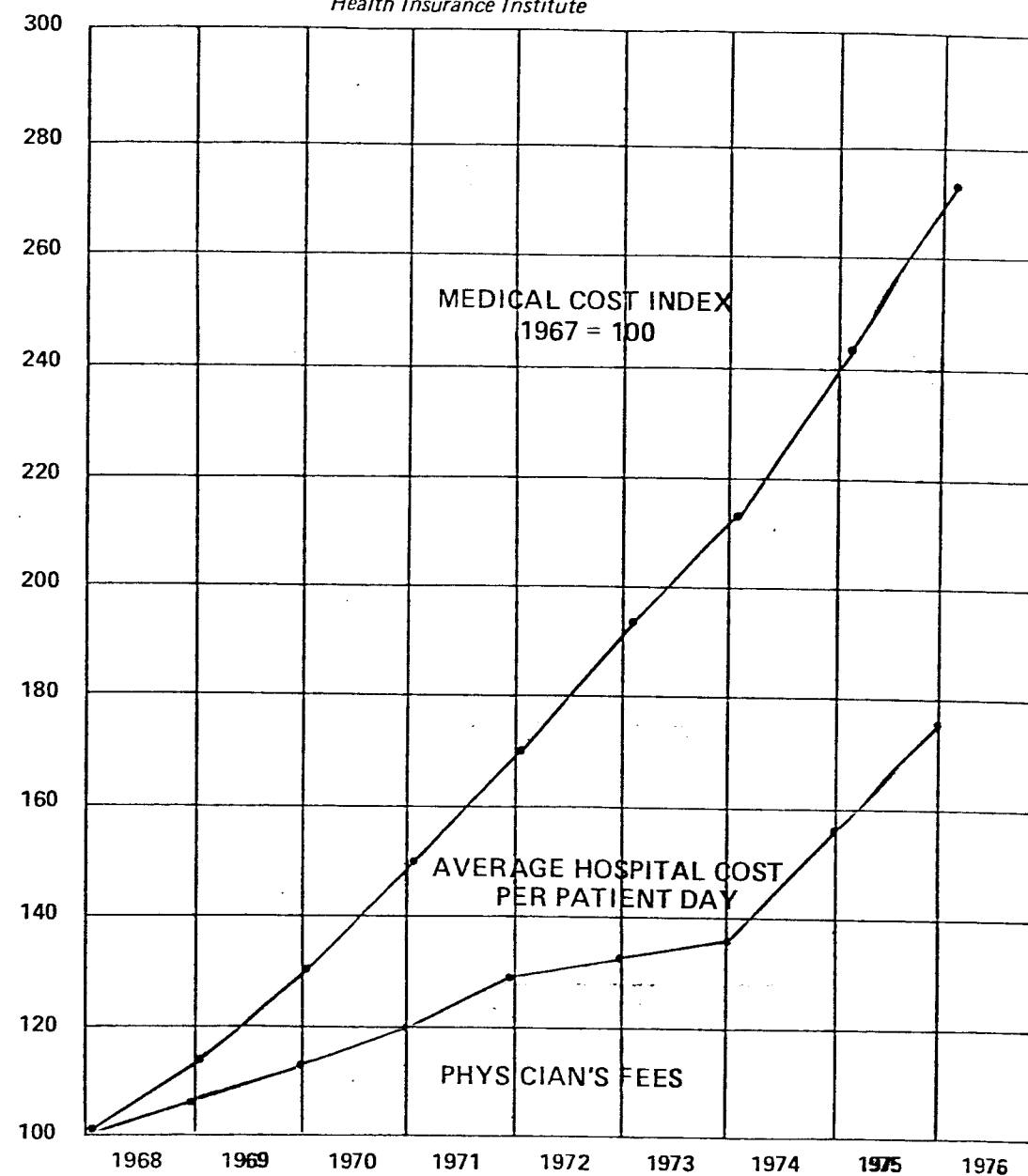
The point is...even after this present increase, BMA will still offer rates that are competitive with other major insurers. And, you can be certain we'll do all we can to make sure you continue to receive the low rates, broad coverage and dependable service that makes BMA your best insurance value.

If you have any questions, please contact your BMA Representative.



BUSINESS MEN'S ASSURANCE  
Company of America  
Kansas City, Missouri 64141

Sources: U.S. Department of Labor; American Hospital Association;  
Health Insurance Institute



S-3378-1

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to accept the following bid on a lot owned by Johnson County on the Northeast corner of West First and Hillsboro Street:

## Riza Manufacturing Company, Inc.

203-9 Westhill Drive P. O. Box 78 817 645-4328  
CLEBURNE, TEXAS 76031

18 January 1977

Commissioner's Court  
Johnson County  
CLEBURNE, TX 76031

Attention: Bob Wylie

We make our Bid of \$5,000.00, Five thousand and no/100 dollars for the lot owned by Johnson County which adjoins our property in Cleburne, Texas. Lot situated on the north east corner of West First and Hillsboro Streets.

Respectfully submitted by:

RIZA MANUFACTURING COMPANY, INC.

Sam D. Riza

  
SDR:MSA

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to approve the following resolution by the Board of Directors of the Johnson County Hospital Authority authorizing the issuance of \$500,000.00 Revenue Bonds.

LAW OFFICES  
DUMAS, HUGUENIN, BOOTHMAN AND MORROW

W. P. DUMAS (1890-1947)  
A. BRYCE HUGUENIN  
CLAUDE O. BOOTHMAN  
ELBERT M. MORROW  
ED. H. ESQUIVEL

1509 MAIN STREET  
UNITED NATIONAL BANK BUILDING  
DALLAS, TEXAS 75201

TELEPHONE  
741-3458  
AREA CODE 214

December 20, 1976

Mr. Jack Browder  
Johnson Memorial Hospital  
Cleburne, Texas 76031

Re: Johnson County Hospital Authority --  
Proposed Revenue Bonds

Dear Jack:

Enclosed, in duplicate, are draft copies of:

1. A resolution authorizing the issuance of hospital revenue bonds, and
2. A resolution prescribing rates and charges for certain services rendered or to be rendered by the hospital.

These documents have been prepared for preliminary review on behalf of the hospital authority and the Commissioners' Court prior to the institution of the proceedings to extend the lease agreement and to give notice of intention to issue the bonds.

After the documents have been reviewed we would be happy to discuss the matter with you, including any changes or revisions which you feel would be appropriate.

With kind personal regards and best wishes, I am,

Very truly yours,

*Elbert M. Morrow*  
*Em*

EMM:fs  
Enclosures

"A RESOLUTION by the Board of Directors of Johnson County Hospital Authority authorizing the issuance of \$500,000 'JOHNSON COUNTY HOSPITAL AUTHORITY REVENUE BONDS, SERIES 1977' dated January 15, 1977, for the purpose of constructing, enlarging and equipping the existing hospital operated by said Hospital Authority; providing for the payment of principal and interest on such bonds by the pledge of the pledged revenues as herein defined; making provisions for the security and payment of such bonds and additional bonds issued on a parity therewith, as well as interest thereon; and making other provisions which are incident and related to the subject."

WHEREAS, the Johnson County Hospital Authority was heretofore created and established under the provisions of Article 4494r V.A.T.C.S., by an order adopted by the Commissioners' Court of Johnson County, Texas, on the first day of April, 1969; and, thereafter, pursuant to the provisions of Article 4494L V.A.T.C.S., this County Hospital Authority executed a lease agreement with the Commissioners' Court of Johnson County whereby the Authority obtained and leased the physical property constituting the County Hospital, with the Authority to operate and maintain the same under the conditions set forth in the Lease Agreement; and

WHEREAS, under the aforesaid Lease Agreement, this Hospital Authority is to have and to hold the demised premises for a period ending after the final principal payment date of the bonds herein authorized, unless the Lease Agreement is sooner terminated and cancelled pursuant to the conditions of said Lease Agreement; and

WHEREAS, it has been determined that there is a need for the construction of additional improvements to the facilities and buildings which constitute a portion of the demised premises and it is proper for this Hospital Authority to proceed with the authorization and issuance of bonds to provide the necessary funds in accordance with the provisions of Article 4494r V.A.T.C.S.; and

WHEREAS, it is now found and determined that the existing hospital is located wholly within Johnson County and all of the improvements proposed to be constructed and maintained by this Authority will also be located within such county; and

WHEREAS, this Board of Directors has caused a notice to be issued, stating that it intends to adopt a resolution authorizing the issuance of bonds in the amount hereinafter set forth, and such notice provided that the maximum maturity date of the proposed bonds would be not later than December 15, 1995 and such notice was published once each week for two consecutive weeks in a newspaper of general circulation within said Authority, the first publication being at least fourteen days prior to the date set for the adopting of the resolution authorizing the issuance of bonds; and

WHEREAS, it appears that no petition has been presented by any qualified voters residing within the boundaries of the Hospital Authority, nor has any petition been presented by resident qualified property taxpaying voters of the Authority, requesting that an election be called on the question of whether such bonds would be issued, therefore this governing body is authorized and empowered to authorize, issue, and deliver Revenue Bonds in the amount and in the manner hereinafter set forth, without calling an election to authorize the issuance of such bonds;

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF JOHNSON COUNTY HOSPITAL AUTHORITY:

SECTION 1: That in order to borrow the sum of \$500,000 to provide funds for the purpose of constructing, enlarging, and equipping the existing hospital operated by said Hospital Authority this Board has determined there shall be issued, and there is hereby ordered to be issued, bonds in the principal amount of

MATURITY	PRINCIPAL OUTSTANDING	LEVEL DEBT SERVICE REQUIREMENTS	ANNUAL INTEREST	ANNUAL PRINCIPAL
1	500000	51481	30000	21481 25
2	473519	51481	28711	22770 35
3	455749	51481	27345	24136 35
4	431613	51481	25897	25584 35
5	406029	51481	24362	27119 35
6	378910	51481	22735	28746 30
7	350164	51481	21010	30471 30
8	319693	51481	19182	32299 30
9	287394	51481	17244	34237 35
10	253157	51481	15189	36292 30
11	216865	51481	13012	38469 40
12	178396	51481	10704	40777 40
13	137619	51481	8257	43224 45
14	94395	51481	5664	45817 45
15	48570	51481	2915	48566 50
TOTALS		772215	272227	499988

FIVE HUNDRED THOUSAND DOLLARS (\$500,000), to be designated "JOHNSON COUNTY HOSPITAL AUTHORITY REVENUE BONDS, SERIES 1977", payable as to both principal and interest from and secured by the pledge of the pledged revenues as hereinafter defined.

SECTION 2: Said bonds shall be dated January 15, 1977; shall be numbered consecutively from One (1) through One hundred (100); shall each be in denomination of Five Thousand Dollars (\$5,000); aggregating the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000); and shall become due and payable serially on December 15 in each of the years in accordance with the following schedule:

<u>BOND NUMBERS</u> <u>(All Inclusive)</u>	<u>MATURITY</u>	<u>AMOUNT</u>
1 to 4	1980	\$20,000
5 to 9	1981	25,000
10 to 14	1982	25,000
15 to 19	1983	25,000
20 to 24	1984	25,000
25 to 30	1985	30,000
31 to 36	1986	30,000
37 to 42	1987	30,000
43 to 49	1988	35,000
50 to 56	1989	35,000
57 to 64	1990	40,000
65 to 72	1991	40,000
73 to 81	1992	45,000
82 to 90	1993	45,000
91 to 100	1994	50,000

PROVIDED, HOWEVER, that the Authority reserves the right to redeem bonds maturing on December 15 in each of the years 1982 through 1994, of said series, in whole or any part, on June 15, 1982,

or on any interest payment date thereafter, at the price of par plus accrued to the date fixed for redemption; PROVIDED, FURTHER, that at least thirty (30) days prior to any interest payment date upon which any of said bonds are to be redeemed, notice of redemption signed by the Secretary of the Board of Directors (specifying the serial numbers and amount of bonds to be redeemed) shall have been filed with the CLEBURNE NATIONAL BANK, Cleburne, Texas (the paying agent named in each of said bonds); and should any bond or bonds not be presented for redemption pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption if the Authority has made provision for the payment of the bonds, and interest thereon, called for redemption on the redemption date.

SECTION 3: That said bonds shall bear interest from date to maturity at the rate of SIX PER CENTUM (6%) per annum; such interest to be evidenced by proper coupons attached to each of said bonds; and said interest shall be payable on June 15, 1977, and semi-annually thereafter on December 15 and June 15 in each year.

SECTION 4: Both principal and interest of this issue of bonds shall be payable in lawful money of the United States of America, without exchange or collection charges to the owner or holder, at the CLEBURNE NATIONAL BANK, Cleburne, Texas, upon presentation and surrender of bonds or proper coupons.

SECTION 5: The seal of said Authority may be impressed on each of said bonds or, in the alternative, a facsimile of such seal may be printed on said bonds. The bonds and interest coupons appurtenant thereto may be executed by the imprinted facsimile signatures of the President and Secretary of the Board of Directors of the Authority, and execution in such manner shall have the same effect as if such bonds and coupons had been signed by the President and Secretary in person by their manual signatures. Inasmuch as such bonds are required to be registered by the Comptroller of Public Accounts for the State of Texas, only his signature (or that of a deputy designated in writing to act for the Comptroller)



shall be required to be manually subscribed to such bonds in connection with his registration certificate to appear thereon, as hereinafter provided; all in accordance with the provisions of the Article 717j-1, V.A.T.C.S.

SECTION 6: That the form of said bonds shall be substantially as follows:

NO. \_\_\_\_\_ UNITED STATES OF AMERICA \$5,000

STATE OF TEXAS

COUNTY OF JOHNSON

JOHNSON COUNTY HOSPITAL AUTHORITY  
REVENUE BOND, SERIES 1969 77

FOR VALUE RECEIVED, the JOHNSON COUNTY HOSPITAL AUTHORITY, a political subdivision of the State of Texas, hereby acknowledges itself indebted to and promises to pay to bearer, as hereinafter stated, on the FIFTEENTH DAY OF DECEMBER 19\_\_, the sum of

FIVE THOUSAND DOLLARS

(\$5,000) in lawful money of the United States of America, with interest thereon from the date hereof to maturity at the rate of SIX PER CENTUM (6%) per annum, payable on June 15, 1977, and semi-annually thereafter on December 15 and June 15 in each year, and interest falling due on or prior to maturity hereof is payable only upon presentation and surrender of the interest coupons hereto attached as they severally become due.

BOTH PRINCIPAL AND INTEREST of this bond are hereby made payable at the <sup>FIRST</sup> GLEBURNE NATIONAL BANK, Cleburne Texas, without exchange or collection charges to the owner or holder, and said JOHNSON COUNTY HOSPITAL AUTHORITY is hereby held and firmly bound to apply the pledged revenues to the prompt payment of principal and interest of this bond at maturity and to pay said principal and interest as they mature.

THIS BOND is one of a series of bonds numbered consecutively from One (1) through One hundred (100), each in denomination of Five Thousand Dollars (\$5,000) in the aggregate principal amount of Five Hundred Thousand Dollars (\$500,000), to provide funds for the purpose of constructing, enlarging, and equipping the existing hospital operated by said Hospital Authority, in accordance with the Constitution and laws of the State of Texas, particularly Article 4494r V.A.T.C.S., and pursuant to a resolution passed by the Board of Directors of the Johnson County Hospital Authority and duly recorded in the Minutes of said Authority.

AS SPECIFIED in the resolution hereinabove mentioned, the Authority reserves the right to redeem bonds maturing on December 15 in each of the years 1982 through 1994, of this series, in whole or any part, on June 15, 1982, or on any interest payment date thereafter, at the price of par plus accrued interest to the date fixed for redemption; PROVIDED, HOWEVER, that at least thrity (30) days prior to any interest payment date upon which any of said bonds are to be redeemed, notice of redemption signed by the Secretary of the Board of Directors (specifying the serial numbers and amount of bonds to be redeemed) shall have been filed with the <sup>FIRST</sup> CLEBURNE NATIONAL BANK, Cleburne, Texas; and should any bond or bonds not be presented for redemption pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption, if the Authority has made provision for the payment of the bonds, and interest thereon, called for redemption on the redemption date.

THIS BOND and the series of which it is a part constitute special obligations of the Johnson County Hospital Authority and are payable solely from and equally secured by a first lien on and pledge of the pledged revenues, as defined in the resolution authorizing their issuance.

THE AUTHORITY expressly reserves the right to issue further and additional revenue bond obligations, in all things on a parity with the bonds of this series and payable solely from and equally secured by a first lien on and pledge of the pledged revenues; PROVIDED, HOWEVER, that any and all such further bonds may be so issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the resolution authorizing this series of bonds and to which said resolution reference is hereby made for full and complete particulars.

THE HOLDER hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

AND IT IS HEREBY CERTIFIED AND RECITED that the issuance of this bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to exist and to be done precedent to and in the issuance of this bond to render the same lawful and valid have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas and the resolution hereinabove mentioned; that this series of revenue bonds does not exceed any constitutional or statutory limitations; and that provision has been made for the payment of principal of and interest on this bond and the series of which it is a part by an irrevocable pledge of the said

pledged revenues.

IN TESTIMONY WHEREOF, the Board of Directors of the Johnson County Hospital District, in accordance with the provisions of Article 717j-1, V.A.T.C.S., has caused the seal of said Authority to be impressed or a facsimile thereof to be printed hereon, and this bond and its appurtenant coupons to be executed with the imprinted facsimile signatures of the President and Secretary of its Board of Directors, as of the date of this bond, January 15, 1977.

JOHNSON COUNTY HOSPITAL AUTHORITY

By \_\_\_\_\_  
President, Board of Directors

COUNTERSIGNED:

\_\_\_\_\_  
Secretary, Board of Directors

SECTION 7: The form of said interest coupons shall be substantially as follows:

NO. \_\_\_\_\_ ON THE FIFTEENTH DAY OF \_\_\_\_\_, \$ \_\_\_\_\_  
\_\_\_\_\_

\*(unless the bond to which this coupon pertains has been properly called for redemption in accordance with its terms), the Johnson County Hospital Authority, a political subdivision of the State of Texas, hereby promises to pay to bearer, out of funds specified in the bond to which this coupon is attached (without right to demand payment out of any funds raised or to be raised by taxation) and in lawful money of the United States of America, without exchange or collection charges to the owner or holder, at the

\* NOTE TO PRINTER: The parenthetical expression should be printed in coupons maturing December 15, 1982, and subsequent, pertaining to the optional bonds.

CLEBURNE NATIONAL BANK, Cleburne, Texas

\_\_\_\_\_, the sum of

\_\_\_\_\_ DOLLARS

(\$\_\_\_\_\_) said sum being \_\_\_\_\_ months' interest due that day on "JOHNSON COUNTY HOSPITAL AUTHORITY REVENUE BOND, SERIES 1977", dated January 15, 1977. Bond No. \_\_\_\_\_.

\_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
President, Board of Directors

SECTION 8: Substantially the following form of Comptroller's Certificate shall be printed on the back of each bond:

OFFICE OF COMPTROLLER }  
STATE OF TEXAS } REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas, to the effect that this bond has been examined by him as required by law, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the Johnson County Hospital Authority, payable from the revenues pledged to its payment in the resolution authorizing the same, and said bond has this day been registered by me.

WITNESS MY HAND and seal of office at Austin, Texas

\_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

DTG

SECTION 9: That, for the purpose of this resolution and in particular for clarity with respect to the issuance of the bonds and the pledge and appropriation of the revenues for the payment therefor, the following definitions are provided:

(a) The term "Board" shall mean the Board of Directors of the Johnson County Hospital Authority.

(b) The terms "bond" or "bonds" shall mean the \$500,000 "JOHNSON COUNTY HOSPITAL AUTHORITY REVENUE BONDS, SERIES 1977", dated January 15, 1977, authorized to be issued by the terms of this resolution.

(c) The term "fiscal year" shall mean the twelve-month period beginning October 1 of each year and ending September 30 of the following year.

(d) The term "pledged revenues" shall mean the gross revenues received by the Authority by reason of the operation of the System, less the maintenance and operating expense of the System.

(e) The term "System" shall mean the hospital located on the premises demised in the Lease Agreement, together with all improvements and additions thereto (including those in the process of construction, or to be constructed with the proceeds of the bonds).

(f) The term "Lease Agreement" shall mean that certain Hospital Lease Agreement between Johnson County, Texas (a political subdivision of the State of Texas) and this Authority, such Lease Agreement having been executed on behalf of the Commissioners' Court of Johnson County, Texas, and the Authority pursuant to the provisions of Article 4494L V.A.T.C.S. (such Lease Agreement being of record in Volume \_\_\_\_, page \_\_\_\_ of the Deed Records of Johnson County).

(g) The term "maintenance and operation expense" shall mean the expense of operation and maintenance of the Hospital located on the premises demised in the Lease Agreement, and its facilities, and shall include all salaries, labor, materials and repairs necessary to enable the System to render efficient service. The term shall specifically include all lease payments, all insurance premiums, as well as any other obligation assumed or required to be paid by the Authority under the Lease Agreement.

(h) The expression "depository bank" shall mean the depository bank of the Johnson County Hospital Authority which bank shall be a member of the Federal Deposit Insurance Corporation.

(i) The term "additional bonds" shall mean the additional parity bonds the Authority reserves the right to issue under the provisions of SECTION 19 of this resolution.

(j) The term "Authority" shall mean the Johnson County Hospital Authority.

SECTION 10: The pledged revenues, with the exception of those in excess of the amounts required to establish and maintain the funds hereinafter provided, are hereby irrevocably pledged to the payment of the bonds and of the additional bonds hereafter issued in the manner specified in this resolution, as well as the interest on such bonds and additional bonds, all of which obligations shall constitute a first lien upon such revenues.

SECTION 11: The Authority covenants and agrees with the holders of the bonds and of the additional bonds, if and when issued:

(a) That it will at all times charge and collect for services rendered by the System rates and charges sufficient to pay all maintenance and operation expense, the interest on and prin-

cipal of the bonds, and to establish and maintain the funds hereinafter provided.

(b) If additional bonds are issued, or if the System should become legally liable for any other indebtedness, the Authority will fix and maintain rates and collect charges for the services of the System sufficient to discharge such indebtedness.

SECTION 12: All revenues derived from the operation of the System shall be kept separate from other funds of the Authority. To that end the following special funds are hereby created:

(a) "Johnson County Hospital Operating Fund", hereinafter called "System Fund". This fund shall be kept in the Authority's depository bank.

(b) "Johnson County Hospital Bond Interest and Sinking Fund", hereinafter called "Interest and Sinking Fund". This fund shall be deposited with the <sup>FIRST</sup> CLEBURNE NATIONAL BANK,  
Cleburne, Texas, as Trustee of the pledged revenues, and shall be used to pay principal of and interest on the bonds (and additional bonds if and when issued in accordance with the provisions of this resolution) when and as the same shall become due and payable.

SECTION 13: All revenues of every nature received through the operation of the System shall be deposited from day to day as collected into the System Fund and the maintenance and operating expenses of the System shall be paid therefrom upon approval of the Board. All revenues of the System not actually required to pay maintenance and operating expenses as permitted by this SECTION shall be appropriated and used for the purposes and in the order of precedence hereinafter set forth.



SECTION 14: Upon the delivery of the bonds, there shall be deposited in the Interest and Sinking Fund from bond proceeds, an amount equal to interest received upon such delivery. Upon the completion of the construction of the addition to the System and its acceptance by the Board from the contractor, all bond proceeds remaining in the Construction Fund shall be deposited in the said fund. The amounts required to be deposited in the Interest and Sinking Fund by reason of the foregoing provisions shall reduce the amount which would otherwise be required to be paid into said fund by the provisions of the remainder of this SECTION.

At such time as the bonds are delivered the Administrator shall calculate the amount of principal and interest (either or both) scheduled to become due on or before the 15th day of June next following and thereafter shall cause such amount to be deposited into the Interest and Sinking Fund in equal monthly installments so that the full amount thereof shall be in said fund at least fifteen (15) days prior to the scheduled payment date or dates. On the tenth day of June following the delivery of the bonds and on the tenth day of each month thereafter there shall be deposited into said fund an amount equal to not less than one-fifth (1/5) of the next maturing interest payment. Additionally, on the 10th day of December, 1979, and on the 10th day of each month thereafter, there shall be deposited in said fund an amount equal to not less than one-tenth (1/10) of the next maturing principal.

The said monthly deposits shall continue to be made until such time as the amounts on deposit in the Interest and Sinking Fund are equal to the sum of (i) \$47,945.00 plus (ii) the amount of principal and interest scheduled to become due in the then current fiscal year. No payments need to be made into the said

fund after there shall have been accumulated therein such sum except that whenever said fund is reduced to below such amount, payments into the fund shall be resumed until the amount in the fund has been restored.

Notwithstanding the provisions of the preceding paragraph, no deposits shall be required to be made into the Interest and Sinking Fund at such time as the amount then on deposit therein is equal to the indebtedness which said fund was established to pay by the provisions of SECTION 12 (b).

SECTION 15: The Authority, at its option, may invest the Interest and Sinking Fund in direct obligations of, or obligations the principal and interest on which are guaranteed by, the United States Government, and if at any time uninvested funds are <sup>14</sup>sufficient to accomplish the purpose for which said respective funds are herein established, the respective custodian bank shall sell on the open market such amount of the securities as may be required to meet such deficiency, giving notice thereof to the Authority. Such funds may also be placed on time deposit with the custodian bank but to the extent such deposit is not fully insured by the F.D.I.C., such bank shall pledge securities as collateral in the same manner as County funds are secured. All money resulting from the investment of the Interest and Sinking Fund shall remain a part thereof and not be subject to transfer, but when said fund is fully established, the amount of the monthly deposits into said fund may take investment income into account and be reduced or eliminated so long as the required amount remains in said fund.

SECTION 16: If in any month the Authority shall for any reason fail to pay into the Interest and Sinking Fund the full amount above stipulated, an amount equivalent to such deficiency

shall be set apart and paid into said fund from the first available and unallocated revenues of the following month or months, and such payment shall be in addition to the amount hereinabove provided to be otherwise paid into said funds during such month or months.

SECTION 17: Any revenues in excess of those required to fully establish and maintain the funds herein provided may be used for the purpose of the redemption of bonds or additional bonds, or may be transferred to the general fund of the Authority and used for general or special purposes.

SECTION 18: All special funds for which this resolution makes provision (except any portions thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and such funds shall be used only for the purposes permitted by this resolution.

SECTION 19: In addition to the right to issue bonds of inferior lien, as authorized by the laws of this State, the Authority reserves the right hereafter to issue additional parity bonds. The additional bonds when issued shall be payable from and secured by a first lien on and pledge of the pledged revenues in the same manner and to the same extent as are the bonds authorized by this resolution, and the bonds and the additional bonds shall in all respects be of equal dignity. The additional bonds may be issued in one or more installments, provided however, that none shall be issued unless and until the following conditions have been met:

(a) The Authority is not then in default as to any covenant, condition, or obligation prescribed in this resolution.

(b) That the Interest and Sinking Fund created by this resolution contain the amount of money then required to be on deposit therein.

(c) The pledged revenues were, during the last completed fiscal year, equal to at least one and one-half (1-1/2) times the average annual principal and interest requirements of all the then outstanding bonds secured by a first lien on and pledge of the pledged revenues as shown by a written report of a Certified Public Accountant or a Licensed Public Accountant. The term "pledged revenues" as used in this SECTION shall have the meaning assigned such term in SECTION 9(d) and shall not include other expenses of depreciation or payments to the funds established in SECTION 12.

(d) The Senior Financial Officer (Hospital Administrator) of the Authority has executed a Certificate showing that the projected pledged revenues as estimated by him throughout the maturities of all bonds payable from the pledged revenues will be at least one and one-half (1-1/2) times the average annual requirements for the payment of principal and interest on the then outstanding bonds and the additional bonds.

(e) The additional bonds are made to mature on December 15 of each of the years in which they are scheduled to mature.

(f) The resolution authorizing issuance of additional bonds provides for the accumulation in the Interest and Sinking Fund of an additional amount sufficient to pay the principal and interest on such additional bonds as same mature.

PROVIDED, HOWEVER, any or all of the conditions hereinabove set forth for the issuance of additional bonds may be waived by an instrument or instruments in writing executed by the holders of

at least seventy-five per cent (75%) of the principal amount of bonds outstanding. It is further provided that the provisions of this Section shall not apply to restrict or limit the issuance (in one or more installments) of bonds in the principal amount of \$250,000 for the purposes permitted by law, but such amount of bonds may be issued at any time.

Nothing herein shall be construed as a limitation upon the right to issue bonds of inferior lien, the Board specifically reserving the right to issue junior lien bonds upon terms and conditions it may consider to the best interest of the Authority.

SECTION 20: The Authority shall maintain the System in good condition and operate the same in an efficient manner and at reasonable cost. So long as any of the bonds are outstanding, the Authority agrees to maintain insurance for the benefit of the holder or holders of the bonds on the System, of a kind and in an amount required under the Lease Agreement with Johnson County.

SECTION 21: The Authority hereby covenants and agrees that so long as any of the bonds are outstanding it will keep proper records, books and accounts, relating to the operation of the System and other facilities, the revenues of which are pledged to secure the bonds, separate from all other records and accounts of the Authority, in accordance with generally accepted accounting practices followed on privately-owned facilities of like type and size, in which complete and correct entries shall be made of all pertaining transactions, and that such records, books and accounts shall be open to inspection by the holder or holders of any of the bonds and their agents and representatives. So long as any of the bonds remain outstanding the Authority will furnish, upon request, to any holder or holders of any of the bonds (1) on or before thirty (30) days after close of each six months' period of the fiscal year a statement on operations of the System for the said period, in form and content in the minimum hereinafter specified, and (2) on or before ninety (90) days after the

close of each fiscal year a copy of a report by a certified public accountant, or public accountant, on the operations of the System for the next preceding fiscal year including therein the following information:

(a) Comment regarding the manner in which the Authority has complied with covenants in this resolution and recommendations for any changes or improvements in the operation of the System;

(b) Statement of Income and Expense:

(c) Balance Sheet;

(d) Schedule of insurance policies and fidelity bonds showing with respect to each policy and bond the nature and amount of risk covered, the expiration date, and the name of the insurer; and

(e) Rate schedule then in effect for rooms (including emergency and operating rooms).

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses and paid as such. Copies of the aforesaid annual audit shall be immediately furnished to the Executive Director of the Municipal Advisory Council of the State of Texas at his office in Austin, Texas, and to any holder of any revenue bond or bonds authorized by this resolution who shall request the same. Any bondholder shall have the right to discuss with the accountant making the annual audit the contents thereof and to ask for such additional information as he may reasonably require.

SECTION 22: In addition to all the rights and remedies provided by the laws of the State of Texas, the Authority covenants and agrees particularly that, in the event the Authority (a) defaults in payments to be made to the Interest and Sinking

Fund as required by this resolution, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this resolution, the following remedies shall be available:

(1) The holder or holders of any of the bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board and other officers of the Authority to observe and perform any covenant, condition, or obligation prescribed in the bond resolution.

(2) No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed to be exclusive.

SECTION 23: The Authority further covenants as follows:

(a) That it has the lawful power to pledge the revenues supporting this issue of bonds and has lawfully exercised such power under the Constitution and laws of the State of Texas; that the bonds issued hereunder, and the additional bonds when issued, shall be ratably secured under said pledge of income in such manner that one bond shall have no preference over any other bond of said issues.

(b) The Authority covenants and represents that other than for the payment of the bonds herein authorized, the rents, revenues and the income of the System have not in any manner been pledged to the payment of any debt or obligation of the Authority or of the System, except as the same are pledged under the Lease Agreement.

(c) That so long as any of said bonds or any interest thereon remain outstanding, the Authority will not sell or encumber the System or any substantial part thereof, provided that this shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System, also, with the exception of the additional bonds expressly permitted by this resolution to be issued, it will not encumber the revenues thereof unless such encumbrance is made junior and subordinate to all of the provisions of this resolution.

(d) That free service of the System shall be limited so as not to jeopardize the ability to meet the covenants hereunder.

(e) The current expenses of the operation of the System in any year will not exceed the amounts reasonable and necessary therefor.

(f) The Authority specifically covenants that while any of the bonds or any interest thereon shall remain outstanding and unpaid it will at all times observe all of the covenants and meet all of its obligations under the Lease Agreement and take such steps and actions as may be required to keep such Lease Agreement in full force and effect.



SECTION 24: The bonds are special obligations of the Authority, payable from the pledged revenues, and the holders thereof shall never have the right to demand payment thereof out of funds raised by taxation.

SECTION 25: Each of the bonds herein authorized shall be deemed and construed to be a "Security", and as such a negotiable instrument, within the meaning of Article 8 of the Uniform Commercial Code.

SECTION 26: That the President of the Board shall be and he is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, and shall take and have charge and control of the bonds herein authorized pending their approval by the Attorney General and their registration by the Comptroller of Public Accounts.

SECTION 27: That the sale of the bonds herein authorized to \_\_\_\_\_  
\_\_\_\_\_ at the price of par and accrued interest to date of delivery, plus a premium of \$\_\_\_\_\_, is hereby confirmed. Delivery of said bonds shall be made to said purchaser as soon as may be after the adoption of this resolution, upon payment therefor in accordance with the terms of sale.

PASSED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 1977.

JOHNSON COUNTY HOSPITAL AUTHORITY

By \_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(Authority Seal)

"A RESOLUTION fixing rates and charges for the use of the Hospital System and facilities operated by the Johnson County Hospital Authority."

WHEREAS, by resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 1977, this Board of Directors of the Johnson County Hospital Authority authorized the issuance of \$500,000 "Johnson County Hospital Authority Revenue Bonds, Series 1977", dated July 15, 1969, and it is now appropriate to make provisions for the collection of revenues, rates, fees, charges, and rents for the use of the facilities to be operated by the Hospital Authority; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY HOSPITAL AUTHORITY:

SECTION 1: That the Johnson County Hospital Authority will collect the revenues, rates, fees, charges and rents for the use of the facilities to be operated by the Authority in the amounts specified and provided in this resolution, and the same shall become due and payable to the Authority not later than the time as the individual or patient is discharged or released from the Hospital.

SECTION 2: The schedule of rates and charges for a patient bed, including board and general nursing, shall be as follows:

HOSPITAL:

Semi-private room	\$
Private room	
Operating, delivery and emergency rooms:	
1 to 30 minutes	-
31 to 60 minutes	-
61 to 90 minutes	-
91 to 120 minutes	-
Each additional 30 minutes	-

SECTION 3: The rates and charges for drugs, medicines and medical supplies, anesthetics, X-rays, and laboratory services shall be the amounts approved by Blue Cross.

SECTION 4: The Authority, acting by and through its Board of Directors, does hereby covenant that the rates and charges herein provided shall be revised or supplemented from time to time as may be necessary to provide funds to fully operate and maintain the Hospital System, and fully sufficient to pay principal and interest on the \$500,000 "Johnson County Hospital Authority Revenue Bonds, Series 1977", as the same shall become due, and sufficient to maintain the funds provided in the resolution authorizing their issuance.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST:

\_\_\_\_\_  
President, Board of Directors  
Johnson County Hospital Authority

\_\_\_\_\_  
Secretary, Board of Directors

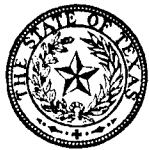
(Seal)  
All voted aye

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to notify the Air Control Board that the County would do what they could in regard to dust problems on a County Road near Hicks Street. The case will be taken on priority bases.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to accept the letter from Dennis S. McWilliams appointing personnel in the Tax Office:



DENNIS McWILLIAMS  
Tax Assessor-Collector

## JOHNSON COUNTY

CLEBURNE, TEXAS 76031

January 14, 1977

Commissioners' Court  
Johnson County  
Cleburne, Texas 76031

Dear Sirs:

The following is a list of the employees appointed as deputies of the Tax Assessor-Collector's Office beginning the year, January 1, 1977:

Chief Deputy, Bernice Tuttle; Bookkeepers, J. C. Bennett and Ilene Beckham; Collecting Deputies, Margaret Powell, Shirley Callaway, and Penney Hardcastle; Voter Registrar, Martha Wilson; Appraisal Deputy, Billie Gibson; Typist, Belinda Shipley; Automobile Title Registration, Mary Woodrum, Genia Stepp, Iva Ewing (part time); Tax Roll Clerk, Laverne Smith.

The above list is furnished in accordance with requirements of blanket bonding procedures required of this office.

Extra help will be employed as per the breakdown of my original budget request approved by this Court and as needed.

Thank you for your acceptance of these appointments, a copy of which is filed with the County Clerk.

Respectfully yours,

*Dennis McWilliams*  
Dennis McWilliams

DMcW:mep

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to hold the bids on the sale of two (2) 1965 Chevrolet Trucks for Precinct No. 1 until the February 1, 1977, meeting.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Aldridge to accept the following bill from the City of Cleburne on the extension of Nolan River Road North:



## CITY OF CLEBURNE

January 17, 1977

Judge C. C. (Kit) Cook  
County Judge  
County Court House  
Cleburne, Texas 76031

Dear Sir:

This letter is in regards to our conversation on January 14, 1977, concerning the gravel on Nolan River Road North. To comply with the agreement that the county and city had earlier, it is my understanding that the county will pay for the delivered gravel on Nolan River Road North based on the estimate that I gave Commissioner Atwood. Enclosed is a copy of that estimate.

At present the city has already placed 2722.71 tons on this section of road and will complete this project as well as others as soon as weather will permit. The estimated cost of the gravel through the city's contractor was approximately \$20,000. In order to pay for the gravel already delivered and to avoid any delay in payment of future deliveries, it would be my suggestion that the county deposit with the city the above amount, thus completing their agreement on the project and leaving the project to the city for completion.

I hope this letter has helped answer any questions that you might have. If not, please contact me.

Sincerely yours,

*Jack Angel*  
Jack Angel  
Public Works Director

JA/ra

Encl.

cc: Mayor, City Manager, Councilmen

ESTIMATE FROM JACK ANGEL

\$1.89 per ton

\$2.46 per cu. yd.

8120.56 cu. yds. X \$2.46 = \$19,976.57

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner

Aldridge to adjourn.

All voted aye.

*C. N. Atwood*  
Active COUNTY JUDGE

*Joe L. Townson*  
COUNTY CLERK

...ooo0ooo...

A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
FEBRUARY 1, 1977 - 9:00 A.M.  
COUNTY COURTROOM

- X1. Invocation
- X2. Reading of Previous Minutes
- X3. Payment of monthly bills
- X4. Open bids on Jail Construction 10:00 A.M.
- X5. Polly Von Tunglen regarding Council on Ageing
- 6. Charley Phillips will present contract to haul base material for Commissioners
- 7. Mrs. Albert W. Pruitt regarding County Road in Crowley 2 Acres
- X8. Mr. F. H. Allread regarding dedication of Road in Crowley #1 Acres
- X9. Sale of two 1965 Chevrolet Trucks for Precinct #1
- 10. Mr. Robert Bischoff regarding re-drawing of Plat for North Crest Subdivision Section
- X11. Mr. Bob McJilton and representative from Fort Worth Southwestern Bell Telephone Co. regarding application to cross County Roads
- X12. Sheriff Huffman regarding Radar Equipment for County Vehicles

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of the Commissioner's Court is posted in accordance with Article 625-17 of Vernon's Texas Civil Statutes.

*Kit Cooke*  
C. C. Kit Cooke  
County Judge

ed: January 26, 1977  
11:00 AM

529

STATE OF TEXAS  
COUNTY OF JOHNSON

FEBRUARY 1, 1977

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: Judge C. C. "Kit" Cooke was not present - Commissioner C. W. Atwood presided. Commissioner Precinct No. 1, C. W. Atwood, Commissioner Precinct No. 2, O. B. Hadley, Commissioner Precinct No. 3, Loyd H. Reese, B. B. Aldridge, Commissioner Precinct No. 4, absent, due to illness, and Joe L. Townes, County Clerk.

Invocation was given by Loyd Reese.

A motion was made by Commissioner Reese and seconded by Commissioner Hadley not to contribute to the Johnson County Committee on Aging, based upon the legal opinion of the County Attorney (as follows:)



DAN M. BOULWARE  
COUNTY ATTORNEY

JOHNSON COUNTY  
COURTHOUSE P.O. BOX 614  
CLEBURNE, TEXAS 76031  
817 845-8895

January 14, 1977

The Hon. Commissioners' Court  
of Johnson County, Texas  
Courthouse  
Cleburne, Texas 76031

Re: Request for Legal  
Opinion concerning  
the Johnson County Committee on Aging

Gentlemen:

It is my opinion that Johnson County can not legally make a donation to the Johnson County Committee on Aging. The reasons for this decision are outlined in the brief attached hereto and marked "Exhibit A".

Sincerely yours,

Dan M. Boulware  
County Attorney  
P.O. Box 614  
Cleburne, Texas 76031

cc: Hon. C. C. (Kit) Cooke  
County Judge

C. W. Atwood  
Commissioner, Precinct One  
O. B. Hadley  
Commissioner, Precinct Two  
Loyd Reese  
Commissioner, Precinct Three  
B. B. Aldridge  
Commissioner, Precinct Four

All voted aye.

Mr. Bob McJilton, Southwestern Bell Telephone Company and other representatives from the Fort Worth, and Arlington offices met with the Court regarding applications to cross county roads with telephone cables.

It was agreed that an application must be approved by the County Commissioner before crossings are made on roads in his precinct, except for customer parallel drop lines, which can be laid by the vibrator method, that do not cross a county road.

Mr. H. F. Allread appeared before the Court to present deeds by the property owners in Crowley 1 acres to a road to be dedicated to the County.

Mr. Allread was advised that the dedication of the road will not be approved by Commissioner O. B. Hadley of Precinct No. 1, until

The property owners ~~are to~~ have the gravel put on the road and Commissioner Hadley will shape the road and spread the gravel.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to accept the following bid from Jack Shackleford for a 1965 Chevrolet Truck, advertised for sale by Precinct No. 1.

JACK SHACKLEFORD

1213 Country Club R. D.

645-3616

\$900.00

Lift doesn't work

All voted aye.

Sheriff Huffman requested that his department be furnished two used radar units for his patrol cars when the County furnished new ones to the highway patrol. The Court took the request under advisement.

A letter was received from the Cleburne Crushed Stone Company and the Cleburne National Bank, in regard to the Commissioners Court either leasing or purchasing the plant, and quarry and quarry site.

Mrs. Albert W. Pruitt did not appear as scheduled in regard to a road in Crowley 2 Acres.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese that the Commissioners' Court has no objection to R. L. Matthews and wife, Madge B. Matthews, proposed division of his property for the sale of 11.36 acres to the Veterans' Land Board of the State of Texas.

All voted aye.

Judge Cooke was present for the opening of bids at 10:00 A. M. on the construction of renovation of the County Jail.

A motion was made by Commissioner Atwood and seconded by Commissioner

✓ Reese that a study of the bids be made by the court to see which bid is best,  
and to let bids stand as bided and any additions or deletions be made by contract  
bids, as follows:

CF - 05

PROPOSALDATE February 1 1977PROPOSAL OF SOUTHERN STEEL COMPANYa corporation organized and existing under the laws of the State of Texasor a partnership consisting of \_\_\_\_\_,  
\_\_\_\_\_, or an individual trading as \_\_\_\_\_.

TO:

County Judge  
Johnson County  
Cleburne, Texas

Gentlemen:

Pursuant to the Advertisement for Bids, Information for Bidders, General Conditions, and the Drawings and Specifications prepared by Thompson-Parkey Associates, Inc., Architects, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work upon which he bids, as provided by the Specifications, and binds himself on acceptance of the proposal to execute a contract and bonds, according to the standard forms included herein, for performing and completing the said work within the required time, and furnish all required guaranties, for the following prices, to wit:

TITLE OF PROJECT: JOHNSON COUNTY JAIL SECURITY (DETENTION) EQUIPMENT  
for JOHNSON COUNTY, CLEBURNE, TEXAS.



CF - 06

BASE BID: JAIL SECURITY (DETENTION) EQUIPMENT

ONE HUNDRED EIGHT THOUSAND SEVENTY

DOLLARS

and NO CENTS (\$ 108,070.00 ).

Acknowledgment is hereby made of Receipt of the following Addenda:

No. 1 dated 12/30/76; No. 2 dated 1/5/77; No. 3 dated 1/6/77; No. 4 dated  
1/13/77.

## EXTRA WORK FEES:

The undersigned agrees that for additional work added to the Contract and for extra costs resulting from changes in the work, the allowance for overhead and profit combined shall be in accordance with the following schedule, as provided in the Supplementary Conditions:

For the Contractor, for any work provided by his own forces:

25 % of the cost.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after date of written notice to do so and to substantially complete the work on which he has bid within 90 consecutive calendar days, subject to such extensions of time allowed by specifications.

The undersigned bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

The undersigned bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The costs of a Performance Bond and Labor and Materials Payment Bond is not included in the above Base Bid amount. The costs of furnishing a Performance Bond and Labor and Materials Payment Bond in the amounts equal to 100% of the Contract amount shall be as follows:

FIVE HUNDRED FORTY AND NO/100 ----- DOLLARS (\$ 540.00 ).

CF - 05

# PROPOSAL

DATE JANUARY 10, 1977 ~~XXXX~~

PROPOSAL OF INTEGRATED DETENTION SYSTEMS, INC.

a corporation organized and existing under the laws of the State of TEXAS

~~XX~~

XX

TO:

County Judge  
Johnson County  
Cleburne, Texas

Gentlemen:

Pursuant to the Advertisement for Bids, Information for Bidders, General Conditions, and the Drawings and Specifications prepared by Thompson-Parkey Associates, Inc., Architects, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work upon which he bids, as provided by the Specifications, and binds himself on acceptance of the proposal to execute a contract and bonds, according to the standard forms included herein, for performing and completing the said work within the required time, and furnish all required guaranties, for the following prices, to wit:

TITLE OF PROJECT: JOHNSON COUNTY JAIL SECURITY (DETENTION) EQUIPMENT  
for JOHNSON COUNTY, CLEBURNE, TEXAS.

CF - 06

BASE BID: JAIL SECURITY (DETENTION) EQUIPMENT

ONE HUNDRED SIXTEEN THOUSAND DOLLARS  
 and NO CENTS (\$ 116,000.00 ).

Acknowledgment is hereby made of Receipt of the following Addenda:

No. 1, Dated 12/30/76  
No. 2, Dated 1/5/77  
No. 3, Dated 1/7/77

## EXTRA WORK FEES:

The undersigned agrees that for additional work added to the Contract and for extra costs resulting from changes in the work, the allowance for overhead and profit combined shall be in accordance with the following schedule, as provided in the Supplementary Conditions:

For the Contractor, for any work provided by his own forces:

25 % of the cost.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after date of written notice to do so and to substantially complete the work on which he has bid within 90 consecutive calendar days, subject to such extensions of time allowed by specifications.

The undersigned bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

The undersigned bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The costs of a Performance Bond and Labor and Materials Payment Bond is not included in the above Base Bid amount. The costs of furnishing a Performance Bond and Labor and Materials Payment Bond in the amounts equal to 100% of the Contract amount shall be as follows:

TWELVE HUNDRED AND NO/100-----DOLLARS (\$ 1,200.00 ).

NOTE: THE SECURITY DOOR LOCKS FOR THIS PROJECT WILL TAKE SIXTEEN (16) WEEKS FOR PRODUCTION AND DELIVERY. WE CANNOT ASSUME THE RESPONSIBILITY OF LIQUIDATED DAMAGES FOR THIS REASON.

CF - 01

## PROPOSAL

Date February 1, 1977 ~~1976x~~PROPOSAL OF K. W. Kemp Construction Co. Inc.a corporation organized and existing under the laws of the State of Texas

or a partnership consisting of \_\_\_\_\_

\_\_\_\_\_, or an individual trading as \_\_\_\_\_

TO:

County Judge  
Johnson County  
Cleburne, Texas

Gentlemen:

Pursuant to the Advertisement for Bids, Information for Bidders, General Conditions, and the Drawings and Specifications prepared by Thompson-Parkey Associates, Inc., Architects, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials and to complete all the work upon which he bids, as provided by the Specifications (exclusive of Jail Security Equipment work), and binds himself on acceptance of the proposal to execute a contract and bonds, according to the standard forms included herein, for performing and completing the said work within the required time, and furnish all required guaranties, for the following prices, to wit:

RENOVATION AND ADDITION  
TO  
JOHNSON COUNTY JAIL  
FOR  
JOHNSON COUNTY  
CLEBURNE, TEXAS

## BID FORM: JAIL BUILDING

BASE BID:

Two hundred fifty three thousand \_\_\_\_\_ DOLLARS  
and \_\_\_\_\_ CENTS (\$253,000.00 \_\_\_\_\_).

(Base Bid includes Cash Allowances, as specified in Section 01800, in the total amount of \$1,000.00.)

(Jail Security Detention Equipment as specified in Section 11880 is not included in the above Base Bid.)

ALTERNATE BID NO. 1: EXTERIOR WALL INSULATION AND FINISH SYSTEM

~~(Add)~~ ~~or~~ (Deduct) the sum of four thousand, six hundred DOLLARS  
twenty five dollars  
and \_\_\_\_\_ CENTS (\$4,625.00 \_\_\_\_\_).

ALTERNATE BID NO. 2 - APPLIANCES

Add the sum of one thousand six hundred ninety eight DOLLARS  
and \_\_\_\_\_ CENTS (\$1698.00 \_\_\_\_\_).

ALTERNATE BID NO. 3 - METAL SHELVING

Add the sum of one thousand eight hundred forty five DOLLARS  
and \_\_\_\_\_ CENTS PER UNIT. (\$1,845.00 \_\_\_\_\_ DOLLARS  
PER UNIT.

Acknowledgement is hereby made of Receipt of the following Addenda:

1, 2, & 3 & 4  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

538

CF - 01

PROPOSAL

Date January 10 1976 7

PROPOSAL OF Contract Builders (Jeff Nolen, Inc.)

a corporation organized and existing under the laws of the State of Texas

or a partnership consisting of \_\_\_\_\_

\_\_\_\_\_, or an individual trading as \_\_\_\_\_

TO:

County Judge  
Johnson County  
Cleburne, Texas

Gentlemen:

Pursuant to the Advertisement for Bids, Information for Bidders, General Conditions, and the Drawings and Specifications prepared by Thompson-Parkey Associates, Inc., Architects, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials and to complete all the work upon which he bids, as provided by the Specifications (exclusive of Jail Security Equipment work), and binds himself on acceptance of the proposal to execute a contract and bonds, according to the standard forms included herein, for performing and completing the said work within the required time, and furnish all required guaranties, for the following prices, to wit:

RENOVATION AND ADDITION  
TO  
JOHNSON COUNTY JAIL  
FOR  
JOHNSON COUNTY  
CLEBURNE, TEXAS

538

## BID FORM: JAIL BUILDING

BASE BID: - Based on 150 calendar days and Art. 8.3 of Gen. Conditions

Two Hundred Sixty Seven Thousand, Two Hundred DOLLARS  
and no CENTS (\$ 267,200.00 ).

(Base Bid includes Cash Allowances, as specified in Section 01800, in the total amount of \$1,000.00.)

(Jail Security Detention Equipment as specified in Section 11880 is not included in the above Base Bid.)

## ALTERNATE BID NO. 1: EXTERIOR WALL INSULATION AND FINISH SYSTEM

~~Add~~ or (Deduct) the sum of Twelve hundred DOLLARS  
and no CENTS (\$ 1200<sup>00</sup> ).

## ALTERNATE BID NO. 2 - APPLIANCES

Add the sum of Two thousand, Three Hundred and Seventy DOLLARS  
and no CENTS (\$ 2,370<sup>00</sup> ).

## ALTERNATE BID NO. 3 - METAL SHELVING

Add the sum of Fifty Four DOLLARS  
and no CENTS PER UNIT. (\$ 54<sup>00</sup> DOLLARS  
PER UNIT.

Acknowledgement is hereby made of Receipt of the following Addenda:

1. 12-30-76 8. 1-13-77
2. 1-5-78
3. 1-6-77

## PROPOSAL

Date February 1, 1977 1976PROPOSAL OF ED A. WILSON, INC.a corporation organized and existing under the laws of the State of Texas~~or a partnership consisting of~~~~, or an individual trading as~~

TO:

County Judge  
Johnson County  
Cleburne, Texas

Gentlemen:

Pursuant to the Advertisement for Bids, Information for Bidders, General Conditions, and the Drawings and Specifications prepared by Thompson-Parkey Associates, Inc., Architects, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials and to complete all the work upon which he bids, as provided by the Specifications (exclusive of Jail Security Equipment work), and binds himself on acceptance of the proposal to execute a contract and bonds, according to the standard forms included herein, for performing and completing the said work within the required time, and furnish all required guaranties, for the following prices, to wit:

RENOVATION AND ADDITION  
TO  
JOHNSON COUNTY JAIL  
FOR  
JOHNSON COUNTY  
CLEBURNE, TEXAS



541

CF - 02

BID FORM: JAIL BUILDING

BASE BID:

TWO HUNDRED TWENTY FOUR THOUSAND DOLLARS  
and NO CENTS (\$ 224,000.00 ).

(Base Bid includes Cash Allowances, as specified in Section 01800, in the total amount of \$1,000.00.)

(Jail Security Detention Equipment as specified in Section 11880 is not included in the above Base Bid.)

ALTERNATE BID NO. 1: EXTERIOR WALL INSULATION AND FINISH SYSTEM

(Add) ~~or~~ (Deduct) the sum of FIFTEEN THOUSAND DOLLARS  
and NO CENTS (\$ 15,000.00 ).

ALTERNATE BID NO. 2 - APPLIANCES

Add the sum of FOUR THOUSAND DOLLARS  
and NO CENTS (\$ 4,000.00 ).

ALTERNATE BID NO. 3 - METAL SHELVING

Add the sum of NINE THOUSAND DOLLARS  
and NO CENTS PER UNIT. (\$ 9,000.00 DOLLARS  
PER UNIT.

Acknowledgement is hereby made of Receipt of the following Addenda:

#1 dated December 30, 1976, #2 dated January 5, 1977,

#3 dated January 6, 1977, and #4 dated January 13, 1977

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## PROPOSAL

Date 10 January <sup>1977</sup>  
~~1976~~

PROPOSAL OF GULF-TEX CONSTRUCTION, Inc.

a corporation organized and existing under the laws of the State of TEXAS

or a partnership consisting of --

--, or an individual trading as --

TO:

County Judge  
 Johnson County  
 Cleburne, Texas

Gentlemen:

Pursuant to the Advertisement for Bids, Information for Bidders, General Conditions, and the Drawings and Specifications prepared by Thompson-Parkey Associates, Inc., Architects, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials and to complete all the work upon which he bids, as provided by the Specifications (exclusive of Jail Security Equipment work), and binds himself on acceptance of the proposal to execute a contract and bonds, according to the standard forms included herein, for performing and completing the said work within the required time, and furnish all required guaranties, for the following prices, to wit:

RENOVATION AND ADDITION  
 TO  
 JOHNSON COUNTY JAIL  
 FOR  
 JOHNSON COUNTY  
 CLEBURNE, TEXAS

## BID FORM: JAIL BUILDING

BASE BID:

Two hundred Forty two thousand Nine hundred Sixty Five DOLLARS  
and 00 CENTS (\$ 242,965.00 ).

(Base Bid includes Cash Allowances, as specified in Section 01800, in the total amount of \$1,000.00.)

(Jail Security Detention Equipment as specified in Section 11880 is not included in the above Base Bid.)

ALTERNATE BID NO. 1: EXTERIOR WALL INSULATION AND FINISH SYSTEM

(Add) or (~~Subtract~~) the sum of Three thousand Eight hundred Seventy two DOLLARS  
and \_\_\_\_\_ CENTS (\$ 3,872.00 ).

ALTERNATE BID NO. 2 - APPLIANCES

Add the sum of One thousand Two hundred Eighty Eight DOLLARS  
and \_\_\_\_\_ CENTS (\$ 1,288.00 ).

ALTERNATE BID NO. 3 - METAL SHELVING

Add the sum of Eighty Eight DOLLARS  
and \_\_\_\_\_ CENTS PER UNIT. (\$ 88.00 DOLLARS  
PER UNIT.

Acknowledgement is hereby made of Receipt of the following Addenda:

Addenda #1 and #2 and #3 and #4.

## PROPOSAL

Date February 1, 1977  
~~January 1, 1977~~ 1976

PROPOSAL OF Gallagher Construction Company  
a corporation organized and existing under the laws of the State of Texas,  
or a partnership consisting of \_\_\_\_\_  
\_\_\_\_\_, or an individual trading as \_\_\_\_\_  
\_\_\_\_\_.

TO:

County Judge  
Johnson County  
Cleburne, Texas

Gentlemen:

Pursuant to the Advertisement for Bids, Information for Bidders, General Conditions, and the Drawings and Specifications prepared by Thompson-Parkey Associates, Inc., Architects, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials and to complete all the work upon which he bids, as provided by the Specifications (exclusive of Jail Security Equipment work), and binds himself on acceptance of the proposal to execute a contract and bonds, according to the standard forms included herein, for performing and completing the said work within the required time, and furnish all required guaranties, for the following prices, to wit:

RENOVATION AND ADDITION  
TO  
JOHNSON COUNTY JAIL  
FOR  
JOHNSON COUNTY  
CLEBURNE, TEXAS

## BID FORM: JAIL BUILDING

## BASE BID:

Two Hundred Seventy Four Thousand Six Hundred DOLLARS  
and No CENTS (\$ 274,600<sup>00</sup> ).

(Base Bid includes Cash Allowances, as specified in Section 01800, in the total amount of \$1,000.00.)

(Jail Security Detention Equipment as specified in Section 11880 is not included in the above Base Bid.)

## ALTERNATE BID NO. 1: EXTERIOR WALL INSULATION AND FINISH SYSTEM

(Add) or (Deduct) the sum of Three Thousand Four Hundred Fifty Six DOLLARS  
and No CENTS (\$ 3,456<sup>00</sup> ).

## ALTERNATE BID NO. 2 - APPLIANCES

Add the sum of One Thousand Eight Hundred Eighty One DOLLARS  
and No CENTS (\$ 1,881<sup>00</sup> ).

## ALTERNATE BID NO. 3 - METAL SHELVING

Add the sum of Fifty One DOLLARS  
and No CENTS PER UNIT. (\$ 51<sup>00</sup> DOLLARS  
PER UNIT.

Acknowledgement is hereby made of Receipt of the following Addenda:

One, Two, Three, Four

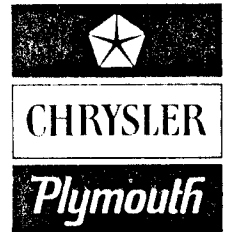
546

Noel Johnson of Noel Johnson & Associates appeared before the court explaining the County's financial rating and stating that he will prepare the most feasible method of further County Financing and submit the proposal to the court.

A motion was made by Commissioner Reese and seconded by Commissioner Hadley to accept the following bids from Jack Hewlett, Inc. and Pernell Motor Company on two Patrol Cars for the Sheriff's Department:

**JACK HEWLETT, Inc.**

P. O. Box 95    CLEBURNE, TEXAS 76031  
645-3954    Fort Worth/Dallas 477-2341



January 28, 1977

Commissioners Court  
Johnson County Courthouse  
Cleburne, Texas 76031

Gentlemen:

I am submitting the following bids for your consideration on two cars for the Sheriff's Department.

1977 Plymouth Gran Fury 4 door sedan.  
121.4 inch wheelbase.  
400 C I D V-8 engine, 4 barrell carburetor.  
Factory air conditioned.  
AM Radio.  
Tinted windshield.  
100 Amp. alternator.  
6 inch left-hand spotlight.  
Police package.  
HR70XL5 Glass belted radials- Police Special Tires  
Interior vinyl trim available in black or gold only.  
Total Price    \$5169.60

1977 Plymouth Fury 4 door sedan.  
117.4 inch wheelbase.  
GR70XL5 glass belted radials - Police Special Tires.  
All other equipment is the same as above.  
Total Price    \$4927.80

Please allow approximately 60 days for delivery. Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jack Hewlett".  
Jack Hewlett  
President

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Pernell Motor Company  
1603 N. Main Street  
Cleburne, Texas 76031

January 13, 1977

Stuart Huffman  
Johnson County Sheriff Dept.  
Cleburne, Texas 76031

Dear Sheriff Huffman:

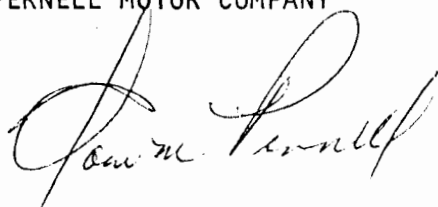
We wish to enter our bid on a 1977 Pontiac LeMans 4-Door HT Sedan for \$4,725.61.  
The following equipment is included in the price of the car:  
Air Conditioning  
Tinted Glass  
AM Radio  
Vinyl Trim  
Freeway Enforcer Package--Heavy Duty (Listed on attached sheet)

*116" wheelbase*

Thank you.

Yours truly,

PERNELL MOTOR COMPANY



TOM M. PERNELL

TMP/nt

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## B09 FREEWAY ENFORCER--HEAVY DUTY PACKAGE

Engine: 400 CID (6.6 litre) V-8, 4-Bbl.  
Transmission: Turbo Hydra-Matic  
Rear axle ratio: 3.08, Std.  
Brakes: H.D. power, front disc/rear drum  
Steering: Power, straight-ratio (high effort)  
Battery: H.D. 4000-watt  
Alternator: 80 amp  
Radiator: Super cooling  
Seats, front: Heavy Duty  
Floor covering: H.D. rubber  
Wheels: H.D. 15" X 7"  
Tires, radial: GR70 X 15 B/W Police Special  
Speedometer: Certified, 2 MPH increments to 120 MPH  
Radio suppression: Std. grd. straps and capacitors  
Low-gear blackout: Standard  
Frame: Heavy Duty  
Suspension: Special equipment



✓ Charley Phillips did not appear to present a contract to haul base material for Commissioners.

✓ A motion was made by Commissioner Hadley and seconded by Commissioner Reese to approve the payment of all monthly bills, as read by the County Auditor.

All voted aye.

✓ A motion was made by O. B. Hadley and seconded by Commissioner Reese to approve bonds for A. J. Lambert and Ralph Garrett.

All voted aye.

✓ A motion was made by Commissioner Hadley and seconded by Commissioner Reese to approve Treasurer's Report, October 1, 1976 through December 31, 1976.

All voted aye.

✓ A motion was made by Commissioner Reese and seconded by Commissioner Hadley to authorize the County Auditor to advertise for bids on a wheel loader back hoe.

All voted aye.

✓ A motion was made by Commissioner Hadley and seconded by Commissioner Reese to amend the price from \$300.00 to \$450.00 for the price to be paid for two (2) IBM Reconditioned typewriters.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to approve minutes of the regular and special meetings of the court as read by the County Clerk.

All voted aye.

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

All voted aye.

C. N. Atwood  
acting COUNTY JUDGE

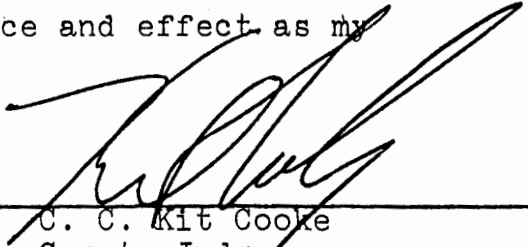
Joe L. Townes  
COUNTY CLERK

...ooo0ooo...

SUBSTITUTE PROBATE JUDGE ORDER

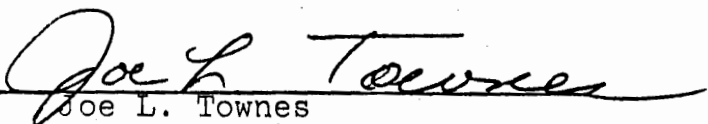
BE IT RESOLVED THAT on this the 10 day of Feb, 1977, that Ben Hill Turner is hereby authorized with consent of both counsels involved to hear any and all probate and/or mental hearings within the jurisdiction of the Johnson County Court from the 11th day of February, 1977 through February 19th, 1977.

BE IT FURTHER RESOLVED that his signature on all documents will have the same force and effect as my signature would have.

  
C. C. Kit Cooke  
County Judge

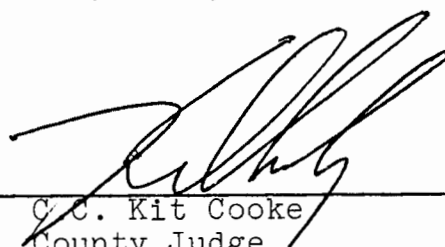
SUBSCRIBED AND SWORN TO BEFORE ME, this the 10 day of Feb, 1977.



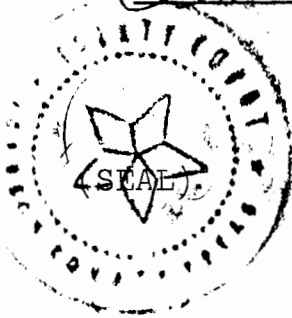
  
Joe L. Townes  
County Clerk  
Johnson County, Texas


JUVENILE BOARD ORDER

On this the 10 day of February, 1977,  
 the Juvenile Board of Johnson County hereby designates  
 Ben Hill Turner, Attorney at Law, to be the substitute  
 Judge authorized by Section 51.04 (f) of the Texas Family  
 Code. Ben Hill Turner shall have all Rights, Duties, and  
 Authority authorized by Law for the proper discharge of  
 his duties as Juvenile Judge of Johnson County from 11th  
 day of February, 1977 through February 19th, 1977.

  
 \_\_\_\_\_  
 C.C. Kit Cooke  
 County Judge  
 Juvenile Court, Johnson County

SUBSCRIBED AND SOWN TO BEFORE ME, this the 10 day  
 of Feb, 1977.



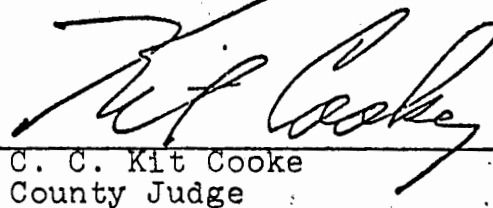
  
 \_\_\_\_\_  
 Joe. L. Townes  
 County Clerk  
 Johnson County, Texas

A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
FEBRUARY 14, 1977 - 9:00 A.M.  
COUNTY COURTROOM

1. Invocation
2. Reading of Previous Minutes
3. Payment of monthly bills
4. Mrs. Albert W. Pruitt regarding County Road in Crowley 2 Acres
5. Charley Phillips will present contract to haul base material for Commissioners
6. Canvass Results of Local Option Election
7. Select Johnson County Depository
8. Request from Betty Cooke, Dist. Clerk, to attend County & District Clerks Seminar, March 1, 2, 3, 1977 at Ramada Inn, College Station
9. Discuss change in office space for Pattie Smith Morris, Justice of Peace
10. Steve Erickson requesting permission to attend Criminal Investigation School at C.O.G.
11. Mr. Recer requesting approval of Preliminary Plat of Rolling Meadows Addition. Mr. Palmrose will also be at the meeting.

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of the Commissioner's Court is posted in accordance with Article 625-17 of Vernon's Texas Civil Statutes.

  
C. C. Kit Cooke  
County Judge

Posted: February 9, 1977  
9:00 A.M.  
County Courthouse

STATE OF TEXAS

COUNTY OF JOHNSON

FEBRUARY 14, 1977

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: Judge C. C. "Kit" Cooke was not present - Commissioner C. W. Atwood presided. Commissioner Precinct No. 1, C. W. Atwood, Commissioner Precinct No. 2, O. B. Hadley, Commissioner Precinct No. 3, Loyd H. Reese, B. B. Aldridge, Commissioner Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by B. B. Aldridge.

Mrs. Albert W. Pruitt did not appear in regard to County Road in Crowley  
2 Acres.

A motion was made by B. B. Aldridge, Commissioner Precinct No. 4 and seconded by O. B. Hadley, Commissioner Precinct No. 2, to canvass results of Local Option Election, Rio Vista, Texas.

FOR  
AGAINST

56  
127

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[illegible]

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## ORDER DECLARING RESULT OF LOCAL OPTION ELECTION

THE STATE OF TEXAS

COUNTY OF Johnson

On this the 14 day of Feb., 19 77, the Commissioners' Court of Johnson County, Texas, convened in regular session open to the public, at the regular meeting place thereof at the Courthouse in Cleburne, Texas, with the following members of the Court present, to-wit:

Absent, County Judge,  
C. W. Atwood, Commissioner Precinct No. 1,  
O. B. Hadley, Commissioner Precinct No. 2,  
Loyd H. Reese, Commissioner Precinct No. 3,  
B. B. Aldridge, Commissioner Precinct No. 4,  
Joe L. Townes, County Clerk,

and the following absent: C. C. "Kit" Cooke,  
 constituting a quorum, and among other proceedings, passed the following order:

There came on to be considered the returns of an election held on the 1st day of February, 19 77, in Rio Vista, Texas,  
(County, Justice Precinct, Incorporated City or Town)  
 Texas, to determine whether or not the sale of alcoholic beverages of the type specified in the Order calling said election shall be prohibited or legalized.

It appearing to the satisfaction of the Court that said election was in all respects legally held, and that said returns were duly and legally made, and that there were cast at said election 183 valid and legal votes, of which number there were cast

FOR\* the legal sale of beer and wine for off premise 56 Votes  
 consumption only

AGAINST\* the legal sale of beer and wine for off premise 127 Votes  
 consumption only

IT IS, THEREFORE, FOUND AND DECLARED AND SO ORDERED by the Commissioners' Court of Johnson County, Texas:

That a majority of the qualified voters in said above named area voting at said election voted to Prohibit the sale of alcoholic beverages of the type specified in the order calling said election.  
(prohibit or legalize)

\*Insert issues as they appear in the order calling the election.

For example: "FOR the legal sale of beer" . . . . . votes.

"AGAINST the legal sale of beer" . . . . . votes.

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That the sale of alcoholic beverages of the type specified in the order calling said election is absolutely prohibited within the above named area after thirty days from the date of this order and thereafter until such time as the qualified voters therein may thereafter, at a legal election held for such purpose by a majority vote decide otherwise. This order shall be published by posting a copy of same at three public places within the above mentioned area and the County Clerk is hereby directed to cause said notices to be posted as provided by law.\*

This order shall be entered of record in the office of the Clerk of this Court, whereupon it shall be lawful in said above mentioned area to manufacture, sell or distribute alcoholic beverages of the type specified in the order calling said election in accordance with the terms of the Texas Liquor Control Act until such time as the qualified voters of said area may thereafter, at a legal election held for that purpose by a majority vote decide otherwise. The Clerk of this Court shall, within three days from date of this order, certify the results of the above mentioned election to the Secretary of State at Austin, Texas.\*\*

It is further found and determined that notice of the date, place, and subject of this meeting was posted on the bulletin board located at a place convenient to the public in the County Courthouse, Cleburne, Texas, at least 72 hours preceding the day of this meeting and that all of the terms and provisions of Article 6252-17 have been complied with and a copy of said notice together with the return of posting shall be attached to this order and become a part thereof.

The above order being read, it was moved and seconded that same do pass. Thereupon, the question being called for, the following members of the Court voted AYE: C. C. "Kit" Cooke,  
C. W. Atwood, O. B. Hadley, Loyd H. Reese,  
B. B. Aldridge, and the following members voted NO: none

PASSED, APPROVED AND ADOPTED this the 14 day of July, 1977.

(Signed 2/1/77)  
County Judge, Johnson County, Texas

J. H. Atwood  
Commissioner Precinct No. 1

O. B. Hadley  
Commissioner Precinct No. 2

L. H. Reese  
Commissioner Precinct No. 3

B. B. Aldridge  
Commissioner Precinct No. 4

\*Strike this paragraph if the majority voted to legalize the sale of alcoholic beverages of the type specified.  
\*\*Strike this paragraph if the majority voted to prohibit the sale of alcoholic beverages of the type specified.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner  
✓ Reese to authorize the County Clerk and District Clerk permission to attend the  
✓ County and District Clerk's Seminar in College Station, March 1, 2, 3, 1977.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner  
✓ Reese to authorize Justice of the Peace, Pattie Morris, to change offices with  
Constable Sammy Glenn and Civil Defense Director, Glen Mitchell.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner  
Aldridge to approve the request of Juvenile Officer, Steve Erickson, to attend  
✓ the Criminal Investigation School conducted by the North Central Texas Council  
of Governments, at a cost of \$40.00. The course is a four day course.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner  
✓ Reese to approve the preliminary plat of Rolling Meadows Addition.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner  
✓ Hadley to approve deputation of Joe David McCready (Reserve).

All voted aye.

County Attorney, Dan Boulware, informed the court that the sale of  
County Real Estate must be sold at public auction on the Courthouse steps, and  
✓ that the lot in precinct No. 1 being sold to Riza Manufacturing Company would  
have to be sold in this manner.

A motion was made by Commissioner Aldridge and seconded by Commissioner  
Reese to appoint Bill Atwood, Commissioner of Precinct No. 1, as appraiser of a  
✓ lot in Precinct No. 1 - old County Barn site - to be sold at public auction, and  
to see that the conduct of the sale is proper in accordance with the laws of this  
State and to hold the sale at 10:00 A. M. March 7, 1977, on the steps of the  
Courthouse in Cleburne, Texas.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner  
✓ Hadley to divide \$1,600.00 remaining in the Special 1976 Revenue Sharing Road  
and Bridge Fund between Precinct No. 2 and Precinct No. 4.

FOR  
O. B. Hadley  
B. B. Aldridge

AGAINST  
Lloyd H. Reese

Motion carried.



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

All voted aye.

The Court did not accept the bid of Charley Phillips, or the Cleburne Crushed Stone Company, for road base material. The matter was deferred until the next regular meeting of the Commissioners' Court - March 1, 1977.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to accept the following bid of the First National Bank in Cleburne, as the County Depository for two (2) years - 1977 and 1978.

The diagram consists of 20 horizontal dashed lines of varying lengths, arranged in a descending staircase pattern from the top-left towards the bottom-right. The lines are evenly spaced vertically, suggesting a sequential process or a series of steps. The first line at the top-left is the longest, and each subsequent line is shorter and shifted further to the right, creating a clear diagonal trajectory.

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# First in Cleburne

## The First National Bank in Cleburne

Cleburne, Texas

J. A. BARNETT  
VICE PRESIDENT

February 9, 1977

Honorable C. C. "Kit" Cooke, County Judge  
Commissioner's Court of Johnson County  
Johnson County Courthouse  
Cleburne, Texas 76031

Re: Bid on Johnson County Depository

Gentlemen:

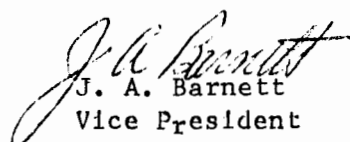
Pursuant to Article No. 2545 Vernon's Civil Statutes of Texas and the invitation to bid, this is to advise you that The First National Bank in Cleburne, Cleburne, Texas, desires to be designated as the Johnson County Depository for the ensuing term of two years.

Please consider this as our formal bid and application as the County Depository, and, in support of such application, we submit the following information as required by the above quoted statutes:

1. Amount of paid up capital stock-----\$500,000.00
2. Amount of permanent surplus-----\$500,000.00
3. Statement of Condition of The First National Bank in Cleburne as of date of this application which is attached hereto and marked "Exhibit A"
4. Certified check in the amount of Eleven Thousand Five Hundred (\$11,500.00) Dollars, payable to the County Judge of Johnson County, Texas
5. The bid of The First National Bank in Cleburne which is attached and marked "Exhibit B"

We have had the pleasure of being the depository for the County funds for the past two year period; if our services have been acceptable and pleasing to you and if our bid is equal to or better than any other or others submitted, we respectfully ask that we be designated your depository for the ensuing two years.

Yours very truly,

  
J. A. Barnett  
Vice President  
JAB:lb  
encl (3)

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## EXHIBIT "A"

## Statement of Condition of

THE FIRST NATIONAL BANK IN CLEBURNE

Cleburne, Texas

As of February 9, 1977

RESOURCES		LIABILITIES	
Loans and Discount	18,993,706.63	Capital Stock	500,000.00
Stock in Fed Reserve Bank	30,000.00		
Banking House	302,436.18		
Furniture and Fixtures	62,405.14	Surplus	500,000.00
Prepaid Expense	38,589.11	Undivided Profits	
Accrued Interest	371,751.95	and Reserves	3,820,066.68
Letters of Credit	22,275.00		
Real Estate Future Expansion	324,595.81	Deposits	39,584,533.98
Other Real Estate	75,484.03		
Other Assets	5,039.21		
CASH AND AVAILABLE QUICKLY	24,178,317.60		
Cash in Vault and with Banks	7,482,174.13		
Bonds			
US Government	3,183,957.55		
Government			
Agencies	3,134,881.07		
State, County & Municipal	8,957,304.85		
Other Securities	<u>1,420,000.00</u>		
TOTALS	24,178,317.60		
TOTALS	44,404,600.66		44,404,600.66

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EXHIBIT "B"

Bid of The First National Bank in Cleburne, Cleburne, Texas

I. Time Deposits--We agree to pay the following interest rates on time and savings deposits, provided the rate is not in excess allowed by Regulation Q of the Federal Reserve Bank.

A. Savings Deposits--5% per annum on statement savings, compounded daily, with interest paid from date of deposit to date of withdrawal.

B. Certificates of Deposit, under \$100,000.00

We agree to pay interest on Certificates of Deposit from 30 days to 30 months at  $\frac{1}{2}$  of 1% above US Treasury Bills on the ASKED side, provided the rate is not in excess of the following:

30 days	5%
90 days	5½%
1 year	6%
30 months	6½%

This rate will be determined by the rate in the ASKED column of the Wall Street Journal as of the date of the Certificate of Deposit.

C. Certificates of Deposit, \$100,000.00 or over

We agree to pay interest on Certificates of Deposit from 30 days to whatever date desired at  $\frac{1}{2}$  of 1% above US Treasury Bills on the ASKED side. This rate will be determined by the rate in the ASKED column of the Wall Street Journal as of the date of the Certificate of Deposit.

II. Demand Deposits

A. The First National Bank in Cleburne will consider over-drafts of the County as script warrants and hereby agrees to honor such warrants in an amount not to exceed the average aggregate monthly balance of all demand deposits for the preceding six month period at the rate of 5% per annum for the number of days over-drawn. On the accounts of the County and Hospital which issue checks instead of warrants, the over-drafts will be paid as above.

B. No service charge on checking accounts

III. Escrow Funds

A. No escrow fee will be charged to the County by The First National Bank in Cleburne for the handling of escrow funds deposited with it by Johnson County.

IV. Collection Expense

559

A. No expense will be charged to the County by the First National Bank for collection items deposited by the County in the Bank except any ex-

pense on collection items which the depository is not allowed to pay by reason of any act of Congress of the United States or rule or regulation of the Federal Reserve System and/or Federal Deposit Insurance Corporation.

V. Investments

- A. If the County desires to purchase US Government bonds, notes, bills or other legal investments, The First National Bank will handle such transactions without any charge on the part of The First National Bank in Cleburne.

VI. Rate of Interest to be Charged on Loans

- A. We agree to loan funds for the County, subject to legal requirements, at the rate of 5% per annum.

VII. Night Depository Service

- A. Our night depository service will be provided to the County free of charge.

VIII. Community Room

- A. The Community Room will be made available to the County, by reservation, without charge.

IX. Pledge to Secure Account

- A. The First National Bank in Cleburne will at all times keep the account secured as provided by the Texas statute with bonds and notes of the United States, securities of indebtedness of the United States, and other evidences of indebtedness of the United States, when said evidences of indebtedness are supported by the full faith and credit of the United States of America, and other bonds or other evidences of indebtedness which are guaranteed as to both principal and interest by the United States Government.

X. Lock Box

- A. Bank will furnish adequate safe deposit box or boxes without charge to the County.

XI. Bank will act as paying agent on any Johnson County bond issues without charge to the County.

XII. Bank will furnish cashier's checks and bank money orders without charge.

This bid applies to the County of Johnson, Johnson County Hospital, Common School Districts, the trust funds of County and District clerks, and any other funds over which the Commissioner's Court has jurisdiction.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to authorize the County Auditor to advertise for sale or trade a diesel truck owned by Commissioner of Precinct No. 3.

All voted aye.

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

All voted aye.

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

All voted aye.

Joe L. Towner  
COUNTY CLERK

[Signature]  
COUNTY JUDGE

...ooo0ooo...

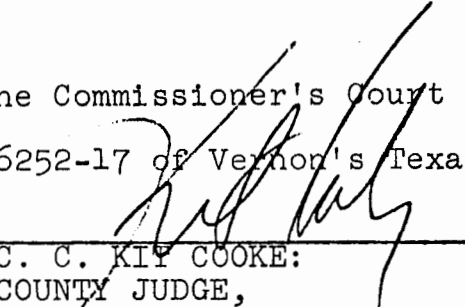
PUBLIC NOTICE OF MEETING  
TAKE NOTICE THAT A MEETING OF  
COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS

Cleburne, Texas, will be held at the County Courtroom,  
County Courthouse, Cleburne, Texas, commencing at 9:00 A.M.,  
on the 24th day of February, 1977, to consider and act upon  
any lawful subject which may come before it, including among  
others, the following

ORDER DIRECTING PUBLICATION OF NOTICE OF INTENTION  
TO ISSUE CERTIFICATES OF OBLIGATION

A case of emergency or urgent public necessity exists which  
requires the holding of said term, such emergency or urgent  
public necessity being as follows: the proceeds from the pro-  
posed certificates of obligation are required as soon as  
possible and without delay for necessary and urgently needed  
public improvement.

This Agenda of meeting of the Commissioner's Court is  
posted in accordance with Article 6252-17 of Vernon's Texas  
Civil Statutes.

  
C. C. KIP COOKE:  
COUNTY JUDGE,  
JOHNSON COUNTY, TEXAS

POSTED: February 21, 1977  
9:00 A.M.  
County Courthouse

FEBRUARY 24, 1977

Invocation was given by B. B. Aldridge.

It was agreed between the Commissioners' Court and James Parkey, Architect, on the Jail facility construction and renovation project, that the fee for his supervision would be firm at \$4,500.00 for the entire project. Project cost (Jail Facilities) Johnson County Jail, as follows:

[illegible]



JOHNSON COUNTY - February 1977

NOEL JOHNSON & ASSOCIATES, INC.  
508 CARILLON TOWER EAST, 13601 PRESTON ROAD  
DALLAS, TEXAS 75240

TELEPHONE  
214/233-4181

## PROJECT COST ( Jail Facilities)

Survey	\$ 75.00	
Soil Tests	438.50	
Planning	<u>34,600.00</u>	
Expended		\$35,113.50
Contract (Wilson)	\$244,000.00	
Contract (Southern)	115,919.00	
Alternate	2,000.00	
Supervision (Parkey)	4,500.00	
Cost of issuance (C.O.)	<u>5,000.00</u>	
Under Consideration		\$371,419.00
Total Project Cost .....		<u>\$406,532.50</u>
Less:		
Expended	\$ 35,113.50	
On Hand	<u>200,000.00</u>	
		<u>\$235,113.50</u>
Needed .....		\$ 171,419.00

## MATURITY SCHEDULE

Fiscal Year Ending 9-30-77	Present Debt	172M Principal	@ 6%	Total Requirements	Bond Years
1977	\$69,850			\$69,850	
1978	37,000		\$12,040 *	49,040	
1979	40,500		10,320	50,820	
1980	38,700		10,320	49,020	
1981	41,900		10,320	52,220	
1982	44,800		10,320	55,120	
1983	42,400	\$ 2,000	10,320	54,720	12.332
1984		40,000	10,200	50,200	298.972
1985		40,000	7,800	47,900	625.612
1986		45,000	5,400	50,400	1,038.082
1987		45,000	2,700	47,700	1,495.552

\* 14 months interest

Average Maturity - 8.695

Dated: April 1, 1977

Maturities June 1

Interest Payable December 1, and June 1

First Coupon Due December 1, 1977 (8 months)

CERTIFICATE FOR  
ORDER DIRECTING PUBLICATION OF NOTICE OF INTENTION  
TO ISSUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

We, the undersigned officers of the Commissioners Court of said County, hereby certify as follows:

1. The Commissioners Court of said County convened in SPECIAL TERM ON THE 24TH DAY OF FEBRUARY, 1977, at the County Courthouse, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Charles "Kit" Cooke, County Judge	O. B. Hadley
Joe L. Townes, County Clerk	Loyd Reese
C. W. Atwood	B. B. Aldridge

and all of said persons were present, except the following absentees: NONE

thus constituting a quorum. Whereupon, among other business, the following was transacted at said Term: a written

ORDER DIRECTING PUBLICATION OF NOTICE OF INTENTION  
TO ISSUE CERTIFICATES OF OBLIGATION

was duly introduced for the consideration of said Commissioners Court and read in full. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

AYES: All members of said Commissioners Court shown present above voted "Aye".

NOES: None.

2. That a true, full, and correct copy of the aforesaid Order passed at the Term described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Commissioners Court minutes of said Term; that the above and foregoing paragraph is a true, full, and correct excerpt from said Commissioners Court minutes of said Term pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Term, and that said Order would be introduced and considered for passage at said Term, and each of said officers and members consented, in advance, to the holding of said Term for such purpose; and that said Term was open to the public, and public notice of the time, place, and purpose of said Term was given, all as required by Vernon's Ann. Civ. St. Article 6252-17.

SIGNED AND SEALED the 24th day of February, 1977.

*Joe L. Townes*  
County Clerk

*O. B. Hadley*  
County Judge

SEAL

ORDER  
DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE  
CERTIFICATES OF OBLIGATION

---

THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

WHEREAS, the Commissioners Court deems it advisable to give notice of intention to issue \$ 170,000.00 of Certificates of Obligation payable from ad valorem taxes of the County, and such Certificates of Obligation shall be sold for cash to pay, in whole or in part, for contractual obligations incurred pursuant to construction contracts to renovate and improve the County Jail and to pay all or a portion of the architectural, legal and fiscal fees in connection with this project.

WHEREAS, it is hereby officially found and determined that a case of emergency or urgent public necessity exists which requires the holding of the meeting at which this Order is passed, such emergency or urgent public necessity being that the advertisement of notice of intention to issue Certificates of Obligation should be published as soon as possible and without delay for necessary and urgently needed public improvements; and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St., Article 6252-17.

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONES COURT OF JOHNSON COUNTY, TEXAS:

1. That attached hereto and marked Exhibit A is a form of the "Notice of Intention to Issue Certificates of Obligation" the form and substance of which are hereby adopted and approved.

2. That the County Clerk shall cause said Notice of Intention to Issue Certificates of Obligation to be published in substantially the form attached hereto, in a newspaper of general circulation in the County and published in the County, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 14 days prior to the time set for the authorization of the Certificates of Obligation as hown in said notice.

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## EXHIBIT A

JOHNSON COUNTY, TEXAS  
NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

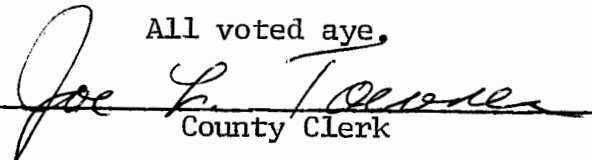
Notice of intention is hereby given to issue Certificates of Obligation, Series 1977, in the maximum principal amount not to exceed \$170,000.00, for the purpose of paying all or a portion of the County's contractual obligations incurred pursuant to construction contracts to renovate and improve the County Jail, and to pay all or a portion of the architectural, legal and fiscal fees in connection with this project. The County proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the County as provided by law. An Order authorizing the issuance of Certificates of Obligation will be passed by the Commissioners Court at a regular term of Court on March 14, 1977, at 10:00 A.M. at the County Courthouse, Cleburne, Texas.

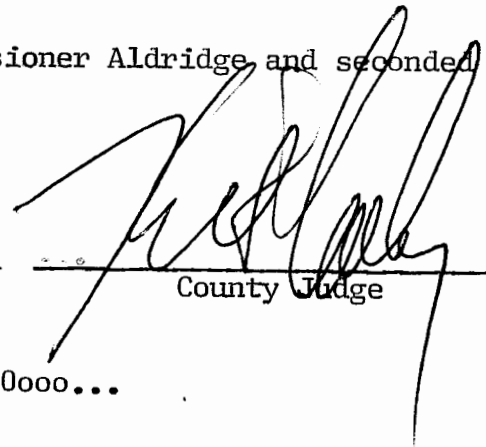
Charles "Kit" Cooke,  
 County Judge  
 Johnson County, Texas

All voted aye.

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

All voted aye.

  
 County Clerk

  
 County Judge

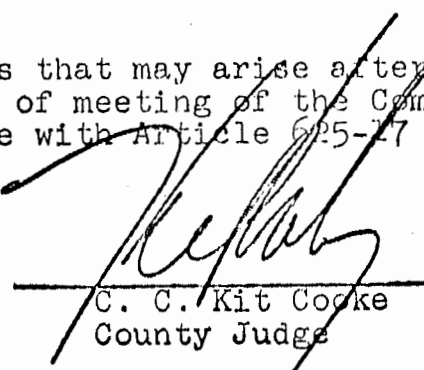
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A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
MARCH 1, 1977 - 9:00 A.M.  
COUNTY COURTROOM

1. Invocation
2. Reading of previous Minutes
3. Payment of monthly bills
4. Contract to be discussed for hauling base material for Commissioners
5. Letter from Bob Mahanay concerning nameing an ex-officio member to the Cleburne Chamber of Commerce Board of Directors.
6. Matters incident and relating to the lease or amendment of the existing lease of the County Hospital including the passage and adoption of an Order authorizing the execution and issuance of a notice of intent to enter into such lease.
7. List of Johnson County Historical Commission Members to be approved
8. Mr. C. W. Atwood's report to Commissioners Court the value of property on Mill Street to be \$5,000.00 and the Commissioners will put \$5,000.00 reserve on it.
9. Formal approval of Bank Depository with First National Bank of Cleburne
10. Mr. F. B. Andrews regarding revised final plat approval of Little Brook Estates

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of the Commissioner's Court is posted in accordance with Article 625-17 of Vernon's Texas Civil Statutes.

  
\_\_\_\_\_  
C. C. Kit Coker  
County Judge

Posted: February 24, 1977  
9:00 A.M.  
County Courthouse

STATE OF TEXAS :  
COUNTY OF JOHNSON : MARCH 1, 1977

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: Judge C. C. "Kit" Cooke, C. W. Atwood, Commissioner Precinct No. 1, O. B. Hadley, Commissioner Precinct No. 2, Loyd H. Reese, Commissioner Precinct No. 3, B. B. Aldridge, Commissioner Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by Joe L. Townes, County Clerk.

John R. MacLean, District Attorney 18th Judicial District, appeared before the court to thank them for the improvements made to the offices of the County Attorney, District Attorney and District Judge.

Tommy Tatum, County Extension Agent for Johnson County, Texas, appeared before the court to introduce Eddie King, newly appointed assistant County Agent for Johnson County, effective March 1, 1977.

A motion was made by Commissioner Loyd H. Reese and seconded by B. B. Aldridge to appoint O. B. Hadley, Commissioner of Precinct No. 2, as an Ex-Officio Member of the Cleburne Chamber of Commerce Board of Directors.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese not to accept the bid of Cleburne Crushed Stone Company, Inc., (as follows), or the bid of Charley Phillips, recorded in Commissioners' Court Minutes Book #3, page 487, of the January 11, 1977, Commissioners' Court meeting. Each commissioner to deal individually with whom he chooses as long as any one purchase does not exceed \$3,000.00.

The opinion of County Attorney, Dan Boulware, covering this question, (as follows:

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**CLEBURNE CRUSHED STONE COMPANY, INC.**

ROAD BASE MATERIALS

CLEBURNE, TEXAS 76031

JANUARY 10, 1977

HOME 648-6190

OFFICE 648-6111

Johnson County Commissioner's Court

Dear Sirs:

We are pleased to quote on your requirements of Flexible Base (crushed stone) to meet the Texas Highway Specifications Item 248 and 249 Type A grade # 3 of 1972 Standard Specifications for Construction of Highways.

	Stone	Freight	Delivered
Precinct # 1	\$1.25	30¢	\$2.25 ton
Precinct # 2	1.00	1.00	2.00 ton
Precinct # 3	1.25	1.60	2.85 ton
Precinct # 4	1.25	1.50	2.75 ton

Our F.O.B. price is \$1.25 per ton and can be loaded between 8 A.M. and 5 P.M. Monday thru Friday.

If we can be of service to you, let us know.

Respectfully submitted.

Cleburne Crushed Stone Co.

*John L. Carlisle*  
John L. Carlisle

For Year 1977



DAN M. BOULWARE  
COUNTY ATTORNEY

JOHNSON COUNTY  
COURTHOUSE P.O. BOX 614  
CLEBURNE, TEXAS 76031  
817 845-8885

February 18, 1977

The Hon. Commissioners' Court  
of Johnson County, Texas  
Courthouse  
Cleburne, Texas 76031

Re: Your Questions Relating To  
the Acceptance of Bids for  
Material

Gentlemen:

It is my opinion that if the County advertises for bids for materials, it must either accept or reject the bids in accordance with the advertisement. I do not feel that the County can accept bids on materials from different bidders for different precincts under the same advertisement for bids. However, I see no prohibition against the County releasing several contracts for the same types of material, to be used by each precinct. If the County chose to let its bids in this manner, I feel that bids for the same types of materials could be accepted from different companies, depending on the Commissioners determination of lowest and best bid.

Respectfully submitted:

Dan M. Boulware  
County Attorney  
P.O. Box 614  
✓ Cleburne, Texas 76031

cc: Hon. C. C. (Kit) Cooke  
County Judge  
O.B. Hadley  
Commissioner, Precinct Two  
C. W. Atwood  
Commissioner, Precinct One  
Loyd Reese  
Commissioner, Precinct Three  
B. B. Aldridge  
Commissioner, Precinct Four  
Robert Wylie  
County Auditor

All voted aye.



A motion was made by Commissioner Aldridge and seconded by Commissioner Atwood to approve the following named individuals to membership of the Johnson County Historical Commission:

JOHNSON COUNTY HISTORICAL COMMISSION  
Proposed List for Two Year Membership

Mr. Samuel Arnold  
Columbus 641-1400

Miss Ann Jorgensen  
7702 Prairie  
Claburne 645-4585

Mr. & Mrs. Sam Barr  
615 N. Anglin  
Claburne 641-3884

Mrs. Ivan J. Blanchette  
418 N. Anglin  
Claburne 645-3557

Mrs. Viola Black  
Rt. 4 Box 127  
Grandview 783-2427

Mr. Donald McIsler  
Rt. 2  
Alvarado 783-3088

Mr. Jack Freabury  
Rt. 1 Box 1740  
Claburne 645-3124

Mr. Carl J. C. Brundage  
Alvarado 645-3215

Miss Rachel Lee Brown  
204 1/2 Road  
Claburne 645-2216

Miss Claudia Brunette  
J.M. Ranch  
Alvarado 783-2041

Mr. H. A. Burch  
Alvarado 783-3191

Mr. & Mrs. Wayne Bruce  
Rt. 1, Anglin  
Claburne 645-6960

Mr. David Carter  
Rt. 1, Box 145  
Claburne 645-4265

Mr. & Mrs. David Cashion  
610 N. Anglin  
641-6774

Mr. & Mrs. Carl Chaffin  
311 Sunset  
Claburne 645-5850

Mrs. Jeanne Chapman  
Rt. 1 Box 45  
Alvarado 783-2004

Mrs. Noble Clark  
Box 323  
Burleson 285-1000

Mr. & Mrs. Shirley Clark  
645 N. Hale  
Claburne 645-5858

Miss Jullienne Bonham  
J.M. Ranch  
Alvarado 783-3041

Mr. Paul Cummings  
Box 200  
Claburne 641-7120

Mr. Tom & 32 Quoniam  
2100 Texas Rd.  
Claburne 641-0710

Mr. A. E. Poggendorf  
500 N. Chablers  
Claburne 645-5405

Mr. Earl Deyer  
311 Turner  
Claburne 645-3704

Mr. & Mrs. Jim Gordon  
Rt. 2  
Claburne 641-0378

Mr. Dave Corliss  
Rt. 1, Box 1  
Claburne 645-4045

Mrs. Jack Gachis  
Rt. 1  
Alvarado 783-3211

Mrs. Jeanette Gibbs  
401 N. Cummings  
Alvarado 753-3739

Mr. Bill Gray  
314 W. Wilson  
Cibola 645-7414

Mrs. Lee Greening  
Rt 1 Box 279  
Godley 299-3679

Mr. Susan Hancock  
726 N. Buffalo  
Cibola 641-9951

Mr. John Hardin  
311 West Hill Drive  
Cibola 645-6039

Mrs. L. B. Harp  
Godley 299-9551

Mrs. Ruth Ann Hill  
7017 Lakeshore Drive  
Cibola 645-7189

Mr. Beulah Hinshaw  
Rt 2 Box 317  
Alvarado 783-2447

Mr. Wayne Hutson  
108 W. Ruffin  
Durham 295-4412

Mrs. Frank Hyde  
903 Country Club Road  
645-2943

Mrs. Charlotte James  
P. O. Box 1465  
Cibola 645-4205

Mr. John A. Jones  
Rt 1  
Godley 645-2013

Mrs. Mary King  
209 Bellvue Drive  
Cibola 645-2975

Mr. R. W. Kinkead  
Rt 1 Box 1  
Via Vista 973-2245

Mr. & Mrs. Dan Leach  
730 N. Anglin  
Cibola 645-2222

Mr. R. G. Leach  
723 N. Anglin  
Cibola 641-9188

Mr. Louis R. Lee  
113 Circle Drive  
Cibola 645-5035

Mrs. Carol Ann MacLean  
1215 West Hill Drive  
Cibola 645-4883

Mrs. Linda Matthews  
113 W. Ellison  
Durham 295-4508

Mrs. Kenneth McDonald  
1203 Heathway  
Cibola 645-6939

Mrs. H. D. McElroy  
Rt 4 Box 60  
Grandview 986-2271

Mrs. Beverly McMillon  
1232 Tangwood  
Cibola 645-8224

Mr. & Mrs. Parnell Miles  
305 W. Vista  
Cibola

Mr. Harold Miller  
806 N. Spruill  
Cibola 645-6164

Mrs. Jean Moss  
1231 Crestwood Drive  
Cibola, 641-9132

Mr. Stanley Mudge  
305 N. Main  
Cibola 645-6029

Mr. Carolyn L. Newton  
1510 N. Robinson  
Cibola 641-6716

Mr. Thornton Nicholson  
619 N. Anglin  
Cibola 641-6275

Mr. & Mrs. W. T. Padon  
Rt 2 Box 608  
Cleburne 645-6638

Mr. Gary Park  
801 N. Commercial  
Cleburne 783-0739

Mr. L. C. Popper  
Rt 2  
Alvarado 783-2192

Mr. R. V. Plason  
808 N. Second  
645-9741

Mr. W. C. Porterfield  
401 S. Anglin  
Cleburne 645-0395

Mr. Katherine Raines  
Lakeside Drive  
Cleburne 645-7807

Mr. Henry Rayburn  
211 N. Fifth  
Alvarado 783-1715

Mr. John Richardson  
301 Featherstone  
Cleburne 645-5079

Mr. C. E. Scott  
410 N. Williamson  
Cleburne 645-1754

Mr. & Mrs. Eddie Sewell  
702 N. Buffalo  
Cleburne 645-6075

Mr. Joe Sherwood  
1822 Grandview  
Cleburne 645-7543

Mr. Robert V. Sloan  
Rt 1  
Alvarado 783-3569

Mr. & Mrs. Sports  
Rt 1  
Alvarado 783-3543

Mr. & Mrs. G. A. Starnes  
Grandview 645-4626

Mrs. O. E. Samsen  
217 N. Renfro  
Burleson 295-4113

Mr. & Mrs. Ben Hill Turner  
801 Forrest  
Cleburne 645-6137

Ms. Melody Turner  
305 Prairie  
Cleburne 645-0277

Mrs. Lottie Warren  
Box 763  
Keene 641-8443

Mr. Marvin Wilson  
808 College  
Cleburne 645-9219

Mrs. Herschel Wilm  
732 N. Tarrant  
Burleson 295-1392

Mrs. Linda Yaker  
Rt 1 Box 210-C  
Alvarado 783-8140

Mr. & Mrs. Louis Zimmerman  
416 N. Anglin  
Cleburne 645-6006

*Mrs. Paul Frasier*

*pt 1*

*Chhmm 645-7119*

*Mrs R.D. McElroy*

*pt 4*

*Grandview*

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to place a reserve value of \$5,000.00 on the old County Barn Site Precinct No. 1, lot, located on Mill Street, Cleburne, Texas.

All voted aye.

Mr. F. B. Andrews, regarding Revised Final Plat approval of Little Brook Estates, did not appear.

The following letter, regarding Justice of the Peace Patti Morris, was received from Judge Ronald D. Champion, Executive Director, Texas Justice of the Peace Training Center, Southwest Texas State University.

**Southwest Texas State University**

San Marcos, Texas 78666

TEXAS JUSTICE OF THE PEACE TRAINING CENTER

(512) 245-2340

February 7, 1977

Hon. Charles C. Cooke  
Johnson County  
Courthouse  
Cleburne, Texas 76031

Dear Judge Cooke:

During the week of January 30-February 4, 1977, Judge Patti Morris successfully completed a forty hour course in the responsibilities of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the responsibilities of the J.P. office and additionally to complete a twenty hour course each year thereafter. This article encompasses all justices who took office since August 30, 1963 and are not licensed attorneys.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As ninety to ninety-five percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

*Ronald D. Champion*

Judge Ronald D. Champion  
Executive Director

RDC/bjm

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize Judge Cooke to have all locks changed on all outside entry doors to the courthouse, and to have each person having a key to turn in his old one before they can be issued a new key.

All voted aye.

County Judge "Kit" Cooke is to notify the City of Burleson that any part of County Road #716 that is within the City limits of Burleson is not maintained by Johnson County.

The following is a legal opinion from Dan M. Boulware, County Attorney, regarding maintenance of Athletic and Recreational Facilities for school districts and cities, and road work on roads within the City limits of an incorporated city.



DAN M. BOULWARE  
COUNTY ATTORNEY

## JOHNSON COUNTY

COURTHOUSE P.O. BOX 614  
CLEBURNE, TEXAS 76031  
817 645-8895

February 28, 1977

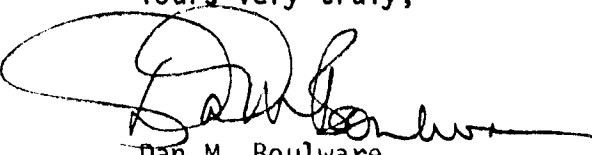
Hon. Commissioners' Court  
of Johnson County, Texas  
Courthouse  
Cleburne, Texas 76031

Re: County participation in  
maintenance of athletic and  
recreational facilities for  
school districts and cities

Gentlemen:

It is my opinion that the County may participate in the maintenance and funding of recreational facilities with other governmental units in accordance with the restrictions outlined in the brief attached hereto and marked Exhibit "A".

Yours very truly,

  
Dan M. Boulware  
County Attorney  
P.O. Box 614  
Cleburne, Texas 76031

DMB/mb

cc: Hon. C. C. (Kit) Cooke  
County Judge  
C. W. Atwood  
Commissioner, Precinct One  
O.B. Hadley  
Commissioner, Precinct Two  
Lloyd Reese  
Commissioner, Precinct Three  
B. B. Aldridge  
Commissioner, Precinct Four

## EXHIBIT "A"

Question Presented: May the County participate in the maintenance of athletic and recreational facilities for school districts and cities without violating Sec. 52, Art. 3, of the Texas Constitution?

Answer: Yes, under certain circumstances.

Reasoning: Article 6081 t V.A.C.S. provides:

"Any governmental unit may by agreement establish, provide, maintain, construct and operate jointly with another governmental unit located in the same or adjacent counties, playgrounds, recreation centers, athletic fields, swimming pools, and other park and recreational facilities located on property now owned or subsequently acquired by either of the governmental units."

This act establishes the right of governmental units to act jointly in providing public recreational centers for the benefit of both political subdivisions. Sec. 52, Article 3, of the Texas Constitution clearly prohibits the donation of public monies by the County. (See County Attorney's Opinion, January 14, 1977) However, Section 52, Article 3, of the Texas Constitution does not prohibit counties from acting jointly with other political subdivisions to provide services determined necessary by the County to its citizens. In the event that the County were to determine the furnishing of certain recreation facilities was a proper function for the County, it would be necessary for the County to act in the following manner to carry out its decision:

- (1) Commissioners' Court to adopt resolution to furnish such recreational services;

(2) Commissioners' Court must enter an agreement with the other governmental unit to provide for joint furnishing of the recreational services to citizens of both governmental units and the division of expenditures of the governmental units based on some standard of use or availability of the services to the citizens of the participating governmental units.

See Attorney General's Opinions

Op. Atty. Gen. 1973, No. H-93  
Op. Atty. Gen. 1974, No. H-413

579



DAN M. BOULWARE  
COUNTY ATTORNEY

JOHNSON COUNTY  
COURTHOUSE P.O. BOX 614  
CLEBURNE, TEXAS 76031  
817 645-8895

February 28, 1977

The Hon. Commissioners' Court  
of Johnson County, Texas  
Courthouse  
Cleburne, Texas 76031

Re: May the County maintain and/or  
work on roads within City limits  
of Incorporated City.

Gentlemen:

It is my opinion that the County may work on or maintain roads within an  
Incorporated City provided:

- (1) That the road is an integral part of the County road network;
- and
- (2) The City approves or consents to the work being performed.

This opinion is based on the facts outlined in the attached brief.

Yours very truly,

A handwritten signature in black ink, appearing to read "Dan M. Boulware", written over a horizontal line.

Dan M. Boulware  
County Attorney  
P.O. Box 614  
Cleburne, Texas 76031

cc: Hon. C. C. (Kit) Cooke  
County Judge  
C. W. Atwood  
Commissioner, Precinct One  
O.B. Hadley  
Commissioner, Precinct Two  
Loyd Reese  
Commissioner, Precinct Three  
B. B. Aldridge  
Commissioner, Precinct Four

579



## EXHIBIT "A"

Question Presented: May the County maintain and/or work on roads within city limits of an incorporated city?

Answer: Yes, under certain restrictions.

Reasoning: The Supreme Court of Texas in The City of Breckinridge vs. Stevens Co 40SW2 43 held that although the County's rights to maintain and control County Roads is automatically transferred to a City as to those roads within the City on Incorporation of the City, the rights of the County to maintain roads which are essential links in the County road network still exists so long as the work is done with the City's approval.

This case dealt with the payment for improvements of City streets by County road funds. The Court held that such payment was proper and not a violation of Sec. 52, Article 3, of the Texas Constitution so long as the payment is made for a City street which is an integral part of the County road system and the payment is for an improvement approved by the City.

In the case of State vs. Jones (Sup. Ct.) 18 Tex. 874, the Supreme Court held that the jurisdiction of the County in highway matters is co-extensive with the limits of the County. It further held that the mere fact that the law takes away from the County its jurisdiction over roads and highways within the corporate limits of the City or Town and confers such jurisdiction on the municipality does not deprive the County of the right to improve the road within the incorporation where it is done without conflicting with the jurisdiction of the City.

For similar holdings see:

Smith vs. Cathey (Tex. Civ. App.) 226 SW 158

Cannon vs. Henley Const. Co. (Tex. Civ. App. Ref'd) 242 SW 526

Texas Jurisprudence, Sec. 302 states:

"...But, the County Commissioner's Court is under a statutory duty to assume and have control over the streets and alleys in all cities and incorporated towns that have no de facto municipal government. And, provided that the consent of the civic authority has been obtained, the County Commissioners have the power to expend county road funds to improve roads within a town or city..."

It appears clear that the County can expend County road funds or maintain roads within the limits of an incorporated city provided:

- (1) That the road forms an integral part of the County road system
- (2) The City approves or consents to the maintenance or expenditure by the County.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to approve the passage and adoption of an order relating to lease agreement of the County Hospital, as follows:

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MINUTES OF THE COMMISSIONERS' COURT OF  
JOHNSON COUNTY, TEXAS PERTAINING TO THE  
PASSAGE AND ADOPTION OF AN ORDER RELATING  
TO LEASE AGREEMENT OF THE COUNTY HOSPITAL

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

ON THIS, the 1 day of March, 1977, The Commissioners' Court of Johnson County, Texas, convened in regular session at the regular meeting place in the Courthouse at Gleburne, Texas, the meeting being open to the public, and notice of said meeting having been given as prescribed by Article 6252-17, Section 3A, V.A.T.C.S, with the following members of said Court being present and in attendance, to wit:

C.C. COOKE	COUNTY JUDGE
C.W. ATWOOD	COMMISSIONER, PRECINCT NO. 1
O.B. HADLEY	COMMISSIONER, PRECINCT NO. 2
<del>W.I. BOTELER</del> <u>Loyd Reese</u>	COMMISSIONER, PRECINCT NO. 3
BILLY BOB ALDRIDGE	COMMISSIONER, PRECINCT NO. 4

and with the following absent: None,  
constituting a quorum; and among other proceedings had were the following:

The County Judge introduced the following order:

"AN ORDER by the Commissioners' Court of Johnson County, Texas, relating to the lease or amendment of the existing lease of the County Hospital authorizing the execution and issuance of a notice of intent to enter into a lease agreement or extend the existing lease agreement."

The above order having been read in full, it was moved by Commissioner B.B. Aldridge and seconded by Commissioner O.B. Hadley that the same be passed. The motion carrying with it the adoption of the order prevailed by the following vote:

AYES: Judge ~~Mayor~~ Cooke and Commissioners Atwood, Hadley, Boteler and Aldridge.

NOES: NONE.

The County Judge declared the motion carried and the order passed, and the Clerk was instructed to record the same in the proper minutes of the Court.

MINUTES APPROVED, this 1 day of March, 1977.

[Signature]  
County Judge, Johnson County, Texas

ATTEST:

Joe L. Townes  
COUNTY CLERK and Ex-officio  
Clerk of the Commissioners'  
Court of Johnson County, Texas

(Com. Crt. Seal)

"AN ORDER by the Commissioners' Court of Johnson County, Texas, relating to the lease or amendment of the existing lease of the County Hospital authorizing the execution and issuance of a notice of intent to enter into a lease agreement or extend the existing lease agreement."

WHEREAS, by an order duly passed and adopted on the 28th day of April, 1969, it is determined by this Commissioners' Court that the existing County Hospital should be leased pursuant to the provisions of Article 4494L, V.A.T.C.S, and the County Clerk was authorized to give notice of public hearing and caused the same to be published in a newspaper of general circulation and published within Johnson County, and whereas due notice of the time, place and purpose of the hearing was published once a week for two consecutive weeks, the date of the first publication being fourteen (14) full days prior to the date set out in such notice for the hearing; and

WHEREAS, at the conclusion of said hearing, this Commissioners' Court determined that the County Hospital should be leased to the Johnson County Hospital Authority and a lease agreement was thereafter executed by and between this Commissioners' Court and said Hospital Authority (such lease agreement being dated as of May 13, 1969); and

WHEREAS, that it has now been determined by the Board of Directors of the Johnson County Hospital Authority that certain improvements need to be made in order to comply with the applicable laws and regulations relating to public hospitals and such Board of Directors has further determined that the proposed improvements may be financed through the issuance of revenue bonds and such Board has obtained tentative commitments for the sale of such bonds to financial institutions; and

WHEREAS, it has been determined that the final principal maturity date of the bonds as proposed to be issued would exceed the present lease term (as provided in the aforesaid lease agreement) so that it is now proper for this Court to consider an extension of the lease term.

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT  
OF JOHNSON COUNTY, TEXAS:

SECTION 1: That the County Clerk is hereby authorized and directed to cause a notice to be published (in conformity with Article 4494L, V.A.T.C.S.) in substantially the form attached hereto as Exhibit "A".

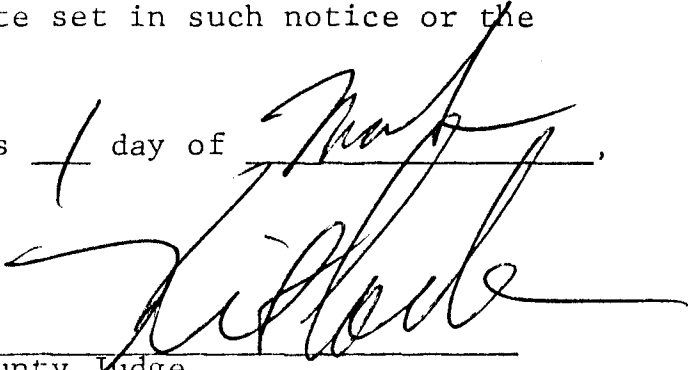
Such notice shall be published once a week for two (2) consecutive weeks, the date of the first publication to be at least fourteen (14) days prior to the date set for the public hearing.

The form and content of the notice which is so attached is hereby approved.

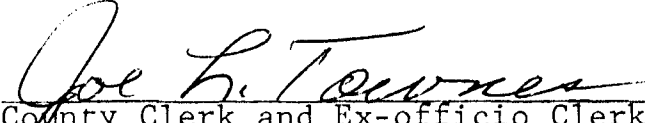
SECTION 2: That this Commissioners' Court will consider the execution of a new lease or an amendment to the old lease at such public hearing, the proposed amendment or modification to the lease as suggested by the Johnson County Hospital Authority is attached hereto as Exhibit "B" for information purposes.

SECTION 3: Further orders are reserved by this Commissioners' Court until the date set in such notice or the public hearing.

PASSED AND APPROVED this 1 day of May,  
1977.

  
\_\_\_\_\_  
County Judge  
Johnson County, Texas

ATTEST:

  
\_\_\_\_\_  
County Clerk and Ex-officio Clerk  
of the Commissioners' Court of  
Johnson County, Texas

(Com. Crt. Seal)

NOTICE OF HEARING ON THE QUESTION OF  
WHETHER THE COUNTY HOSPITAL OF JOHNSON COUNTY  
SHALL BE LEASED

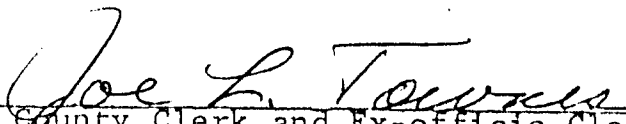
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THE STATE OF TEXAS     §  
                                  §  
COUNTY OF JOHNSON     §

NOTICE IS HEREBY GIVEN, that the Commissioners' Court of Johnson County will hear and consider the question of whether the County Hospital owned and operated by said County shall be leased or an amendment made to the existing lease so as to extend its term; that said hearing shall be conducted at the regular meeting place of the said Court in the Commissioners' Courtroom, Courthouse, Cleburne, Texas, at 10 o'clock A.M. on the 18 day of March, 1977, (the same being not less than 15 nor more than 30 days from the date said hearing was ordered).

ALL QUALIFIED electors of the County and all other persons who may be interested in the question of leasing or amending the existing lease of the County Hospital are hereby notified of the time and place of said hearing and of their right to appear at such hearing and contend for or protest the proposed leasing or amendment to the existing lease of the County Hospital.

THIS NOTICE is given in conformity with an Order of the Commissioners' Court of Johnson County, Texas.

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

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to formally approve the County Depository Pledge Contract naming the First National Bank, Cleburne, Texas, as the County Depository for the next two (2) years, effective February 14, 1977, and to send the contract to the Comptroller of Public Accounts, Austin, Texas, and upon approval of the State Comptroller, record same in the official minutes of the Commissioners' Court.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the First National Bank in Cleburne to release the following U. S. Treasury bills:

## First in Cleburne

### The First National Bank in Cleburne

Cleburne, Texas

J. A. BARNETT  
VICE PRESIDENT

February 17, 1977

Johnson County Commissioner's Court  
Courthouse  
Cleburne, Texas 76031

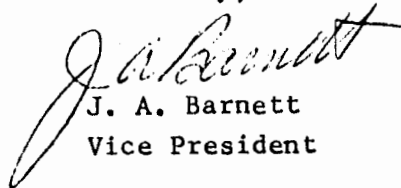
Gentlemen:

The First National Bank in Dallas is holding a joint Safekeeping Receipt No. 355014, \$2,000,000.00, US Treasury Bills, for the First National Bank in Cleburne and Commissioner's Court of Johnson County. This is pledged to secure Johnson County deposits.

These securities become due March 31, 1977, and it is necessary that we have your authority for these Treasury Bills to be redeemed at that time.

We are pledging other securities to secure the County deposits, as shown on our new County Deposit Pledge Contract.

Sincerely,

  
J. A. Barnett  
Vice President

JAB:lb

THIS WILL BE THE AUTHORITY FOR THE FIRST NATIONAL BANK IN CLEBURNE TO RELEASE THE ABOVE DESCRIBED SECURITIES PLEDGED TO COVER JOHNSON COUNTY DEPOSITS, AS OF DUE DATE, AND TO PLEDGE NEW GOVERNMENT SECURITIES UNDER JOINT CONTROL.

SIGNED: 

DATE: 

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Atwood to approve the bond of Trittes Birdwell in the amount of Five Thousand (\$5,000.00) Dollars.

All voted aye.

W. H. Gregory, Constable of Precinct No. 2, asked the County to pay for changing his mobile radio unit from his old car to his new car. The Court authorized the County Auditor to get bids on this and after the bids are received a decision will be made.

A motion was made by Commissioner Aldridge and seconded by C. W. Atwood, Commissioner Precinct No. 1, to approve the minutes of the Commissioner's regular and Special meeting, as read by the County Clerk.

All voted aye.

Judge Cooke appointed O. B. Hadley, Commissioner Precinct No. 2, to appoint a committee to study the most feasible way to split voting boxes 9 at Joshua and Box 10 at Burleson.

A motion was made by Commissioner Reese and seconded by Commissioner Atwood to accept the low bid of Keene Paint & Body Shop to repair the damage to a car owned by H. H. Eaves, that was in accident with a Precinct No. 3 Truck.

All voted aye.

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588

KEENE PAINT & BODY SHOP

LELAND "ELL" DAVIS OWNER

"Not the biggest, but striving to be the best"

CORNER OF SANTA FE AVE. & HWY 67

P. O. BOX 895 - KEENE, TEXAS 76059

PHONE 645 4796

GLASS INSTALLED

PICK-UP & DELIVERY

AUTO REPAIR ORDER

Date, 2-16 1977

NAME Ell Davis ADDRESS Country Club Lane Fort Worth CITY Fort Worth PHONE 645 4796

Make Ford Body Style No. 2000 License No. 12345678

REPAIR	PLACE	ESTIMATE OF REPAIR COSTS	LABOR HOURS	PARTS	SUBLET & NET
		1.8	1.8	58.00	
		2.0	2.0	3.00	
		2.0	2.0	10.45	
		2.0	2.0	15.60	
		7.0	7.0	83.02	
		1.0	1.0	15.15	
		3.0	3.0	107.15	
		1.2	1.2	5.30	
		1.0	1.0		
		3.5	3.5		
		10.6	10.6		

Remarks: insurance deductible

This estimate is based on our inspection and does not cover additional parts or labor which may be required after the work has been started. After the work has been started, worn or damaged parts which are not evident on first inspection may be discovered. Naturally this estimate cannot cover such contingencies. Parts prices subject to change without notice. This estimate is for immediate acceptance

This work authorized by \_\_\_\_\_

Hrs. of labor @ \$ per hr. \$ 106.00  
Parts less 10% parts \$ 265.73  
Paint materials \$ 14.00  
Net & Sublet \$ 58.00  
Sales tax \$ 12.90  
Estimate total \$ 450.63

588

# TRIPLETT PAINT & BODY

GEORGE TRIPLETT

"Complete Automobile Wreck Repair"

509 N. MAIN CLEBURNE, TEXAS 76031 645-4115

Auto Repair Order

NAME

*H. H. Eaves*

DATE

*2-18-1977*

ADDRESS

PHONE NO.

MAKE MODEL

*1974 Malibu Ford*

LIC. NO.

REMARKS

*Estimate*

FRONT END ALIGNMENT • WINDSHIELDS INSTALLED

Repair	Replace	INSTRUCTIONS FOR LABOR AND PARTS	Net	Labor	Parts
✓		Left front fender		3.25	107.10
✓		" " reinforcement		.55	23.15
✓		" " n/o welds		.3	5.30
✓		" " extension		.8	15.15
✓		" " rubber pad		.3	15.00
✓		Front bumper	58.00	1.8	
✓		" " pad (left outer)		.3	6.85
✓		" " reinforcement		2.5	
✓		" " shock (left)		.3	40.45
✓		" " grille		.5	79.00
✓		" " Chrome (left outer)		.2	4.00
✓		Arm seat beams (2)		.4	
✓		Bladder panel		1.0	
✓		Painting - materials	20.00	4.0	
			78.00	16.1	279.1
		Less 10% on parts			27.91
					251.19

LEGAL AGREEMENT

full this shall constitute

NOTICE: We will not be responsible for

cars or articles left in

fire or theft.

Signed

589

Date

Total Net

*78.00*

Total Labor

*172.10*

Total Parts

*269.19*

Sales Tax

*13.36*

Total Amt.

*556.15*

A motion was made by Commissioner Aldridge and seconded by  
 ✓ Commissioner Hadley to accept the following bid from Trinity Equipment Company  
 for a Wheel Loader Backhoe for Precinct No. 2:



### Trinity Equipment Company

P.O. Box 8486  
 Randol Mill Road & Loop 820 Fort Worth, Texas 76112  
 Telephone (817) 451-8094



February 21, 1977

Johnson County  
 Johnson County Auditor  
 Cleburne, Texas

Attention: Mr. Robert M. Wylie

Dear Sir:

We are pleased to make the following quotation on  
 John Deere 310A Wheel Loader Hoe which meets or ex-  
 ceeds your specifications as per bid February 13, 1977.

One (1) new Wheel Loader Backhoe complete F.O.B. Johnson County Precinct #2	\$22,900.00
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Trade allowance for One (1) Used Case 580 Wheel Loader Hoe	<u>7,913.00</u>
---	-----------------

Net Difference 14,987.00

Warranty: One year or 1500 hours

Terms: Net - cash on delivery

We thank you for this opportunity to quote you this machine  
 and look forward to helping you again in the future.

Yours truly,

TRINITY EQUIPMENT COMPANY

Albert G. Martin  
 Governmental Sales

AGM/bb



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

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Aldridge to accept the Revenue Sharing Statement of Assurance, explained to the Court by the County Auditor (attached).

Revenue sharing

## STATEMENT of ASSURANCES

### I. GENERAL ASSURANCES (applies to all governments)

The recipient government assures that it will:

- (1) Establish a trust fund and deposit all revenue sharing funds received in that trust fund, according to regulations prescribed by the Office of Revenue Sharing.
- (2) Use revenue sharing funds within a reasonable time (two years from the end of each entitlement period) according to regulations prescribed by the Office of Revenue Sharing.
- (3) Not use entitlement funds for lobbying purposes.
- (4) Provide for the expenditure of revenue sharing funds in accordance with the laws and procedures applicable to the expenditure of its own revenues.
- (5) Use fiscal accounting and audit procedures as specified by the Office of Revenue Sharing; provide access to and the right to examine books, documents, papers or records for purposes of reviewing compliance with this Act; and make such reports as the Director may reasonably require.
- (6) Comply with the prevailing wage provisions of the Davis-Bacon Act on any construction project costing in excess of \$2,000 when 25 percent or more of the costs of such project are paid out of revenue sharing funds.
- (7) Pay individuals employed in jobs financed in whole or in part out of revenue sharing funds wages not lower than the prevailing rates of pay for persons employed by it in similar public occupations. This provision does not apply to an employee or employees in any program category who are being paid in whole or in part with general revenue sharing funds unless 25 percent or more of the aggregate wages paid to all employees in that category are paid from revenue sharing funds.
- (8) In case of the governing body of an Indian tribe or Alaskan native village, spend revenue sharing funds for the benefit of members of the tribe or village residing in the county area from which its revenue sharing funds were allocated.
- (9) Not exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the U.S. on the grounds of race, color, national origin, or sex. Not discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VIII of April 11, 1968, shall also apply.

### II. SPECIAL PUBLIC PARTICIPATION & PUBLIC HEARING ASSURANCES

#### A. Proposed Use Hearing (does not apply to governments receiving less than \$10,000 for a fiscal year -- see instruction A(6))

##### Requirement

Section 121(b)(1) of the State and Local Fiscal Assistance Act of 1972, as amended, requires the Chief Executive Officer or other governmental authority responsible for presenting a budget, to hold a hearing on how the revenue sharing funds are to be used not less than seven (7) days before the budget is presented to the governmental body responsible for enactment.

##### Waiver Provision

The proposed use hearing requirement may be

ACCT NO 44 1 126 126

JOHNSON COUNTY  
COUNTY JUDGE  
CLEBURNE TEXAS

76031

EP 8 ALLOCATION \$147,612

waived by the Director of Revenue Sharing for a fiscal year if the Chief Executive Officer assures:

- ☐ (1) The unavoidable expenses associated with holding a public hearing on how the entitlement funds are to be used, including such expenses as the rental of a meeting place, overtime compensation, and similar direct costs, exceed 5% of a recipient government's entitlement for a fiscal year.

Documentation shall be retained by the recipient government as part of its financial records and shall be subject to public inspection and audit verification. When requested by the Director, such financial records shall be submitted within 15 days of the request.

#### B. Budget Hearing

##### Requirement

Section 121(b)(2) of the State and Local Fiscal Assistance Act of 1972, as amended, requires a recipient government to hold a public hearing on how revenue sharing funds are to be used in relation to its entire budget before the budget is finally enacted.

##### Waiver Provisions

This budget hearing requirement may be waived by the Director of the Office of Revenue Sharing, under Section 51.14(f) of the revenue sharing regulations, for any recipient government which assures one of the following:

- ☐ (1) State or local laws exists which requires a public hearing on the budget which meets the requirements of Section 121(b)(2) of the Act and such State or local law has been complied with. Cite the applicable section of the State code or local ordinance:

(Do not submit a copy unless specially requested by ORS)

- ☐ (2) Neither State nor local law requires the enactment of a single budget.
- ☐ (3) Neither State nor local law requires the adoption of a formal budget process.

If paragraph (1), (2), or (3) is checked, the recipient government thereby assures the Director that alternative means are being employed by which the public has adequate opportunity to participate in the government's budget process consistent with the requirements of Section 121(b) of the Act and Section 51.14 of the regulations.

YOUR CHIEF EXECUTIVE OFFICER IS REQUIRED TO SIGN ON THE BACK OF THIS FORM.

Revenue  
Sharing

## STATEMENT of ASSURANCES (continued)

Documentation establishing eligibility of such a waiver under paragraph (1), (2), or (3) shall be retained by the recipient government as part of its records, and shall be subject to public inspection and Federal audit verification. When requested by the Director, such documentation shall be submitted within 15 days of the request.

### C. Publication

#### Requirement

Section 121(c)(1) of the State and Local Fiscal Assistance Act of 1972, as amended, requires a recipient government to publish in a newspaper of general circulation within its geographic area, a notice of the budget hearing and a summary of the enacted budget.

#### Waiver Provisions

The publication requirements may be waived by the Director of the Office of Revenue Sharing under Section 51.14(g) of the regulations for any recipient government which assures one of the following:

- Check only one block**
- ☐ (1) Publication of proposed use of entitlement funds and budget summaries is impractical or unfeasible, and an alternative method will be used. Documentation describing the alternative method which informs the citizens of the jurisdiction regarding use of entitlement funds shall be retained by the recipient government as a part of its records and shall be subject to public inspection and audit verification. When requested by the Director, supporting documentation shall be submitted within 15 days of the request.
- ☐ (2) The cost of publication of budget summaries will exceed one percent of the entitlement funds to which the budget applies. Documentation supporting the costs in excess of one percent shall be retained by

the recipient government as a part of its records and shall be subject to public inspection and audit verification. When requested by the Director, supporting documentation shall be submitted within 15 days of the request.

### III. Special Accounting, Auditing, and Evaluation Assurances (does not apply to governments receiving less than \$25,000 for a fiscal year - see instruction A(6))

#### Requirement

Section 123(c)(1) of the State and Local Fiscal Assistance Act, as amended, and Section 51.101(a) of the regulations promulgated thereunder require a recipient government to have an independent audit of its financial statements conducted in accordance with generally accepted auditing standards not less often than once every three years, and include an audit of the entire three years.

#### Waiver Provisions

The above requirements shall not apply if the Chief Executive Officer assures one of the following:

- Check only one block**
- ☐ (1) Government financial statements are audited by independent public accountants or independent auditors in accordance with State or local law. Such independent audits are conducted in accordance with generally accepted auditing standards, not less than once every three years and include an audit of the entire three years.
- ☐ (2) A series of independent audits are conducted over a period of time, in accordance with generally accepted auditing standards which does not exceed three fiscal years, covering all the accounts for the three-year period.
- ☐ (3) Government financial accounts are not currently auditable. (If it is not known whether the financial accounts are auditable, refer to Section 51.102 of the regulations.)

original copy - send to office of revenue sharing

I hereby assure the Director of the Office of Revenue Sharing that with respect to payment received under the Act, the mandatory requirements of the State and Local Fiscal Assistance Act of 1972 (as amended) enumerated in Section I of the foregoing assurances will be complied with by the recipient government named herein.

I further assure the Director of the Office of Revenue Sharing that the public hearing and public participation requirements and the accounting, auditing and fiscal procedures requirement of the Act, when applicable, will be complied with by this government.

I understand that the acceptance of the foregoing assurances by the Director of the Office of Revenue Sharing does not prevent the Director from holding a recipient government responsible for noncompliance with the Act and the regulations.

SIGNATURE OF CHIEF EXECUTIVE OFFICER

NAME AND TITLE (PLEASE PRINT)

DATE

NAME OF GOVERNMENT (PLEASE PRINT)

All voted aye.

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

All voted aye.

Joe L. Townes  
COUNTY CLERK

[Signature]  
COUNTY JUDGE

...0000000...

SUBSTITUTE PROBATE JUDGE ORDER

BE IT RESOLVED THAT on this the 2 day of March, 1977, that JAMES E. FERGUSON is hereby authorized with consent of both counsels involved to hear any and all probate and/or mental hearings within the jurisdiction of the Johnson County Court for the days of March 2, 1977, and March 3, 1977.

BE IT FURTHER RESOLVED that his signature on all documents will have the same force and effect as my signature would have.

[Signature]  
C.C. (Kit) Cooke  
County Judge

SUBSCRIBED AND SWORN TO BEFORE ME, this the second day of March, 1977.

Joe L. Townes  
Joe L. Townes  
County Clerk  
Johnson County, Texas

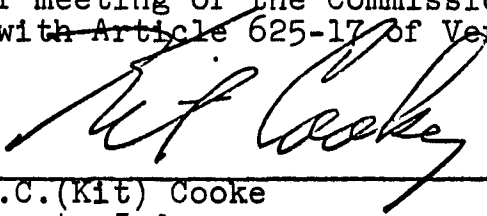
By [Signature] Deputy

A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
MARCH 14, 1977 - 9:00 A.M.  
COUNTY COURTROOM

1. Invocation
2. Reading of previous Minutes
3. Payment of monthly bills
4. Sign contract on new Jail facilities and issue Certificates of Obligation in the amount of \$170,000.00
5. Approve sale or trade of Diesel Tractor and Trailer belonging to Precinct 3.
6. Letter from Southwest Tex. State University re: Courses completed by Lorene Patterson and Charlene Wallace
7. Letter from Jack Pippins re: County Judges and Commissioners Convention June 1, 2, and 3, in Waco.
8. Mr. Don Szurgot, Szurgot & Associates, Burleson, regarding approval of two plats for Littlebrook Estates.
9. Introduction of new District Agent, Dr. Tom Woodward.

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of the Commissioner's Court is posted in accordance with Article 625-17 of Vernon's Texas Civil Statutes.

  
C.C. (Kit) Cooke  
County Judge

Posted: March 9, 1977  
11:00 A.M.  
County Courthouse

STATE OF TEXAS :  
COUNTY OF JOHNSON : MARCH 14, 1977

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: Judge C. C. "Kit" Cooke, Commissioner Precinct No. 1, C. W. Atwood, Commissioner Precinct No. 2 O. B. Hadley, Commissioner Precinct No. 3, Loyd H. Reese, B. B. Aldridge, Commissioner Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by Judge C. C. "Kit" Cooke.

Tommy Tatum, County Extension Agent for Johnson County, introduced Dr. Tom Woodward, the new District Agent for District #4, State Extension Department.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to authorize Loyd Reese, Commissioner Precinct No. 3, to sell a Diesel Truck for whatever price is reasonable, since there were no bids from the Notice of Sale on same.

All voted aye.

The following letter, regarding Justice of the Peace Lorene Patterson and Charlene Wallace, was received from Judge Ronald D. Champion, Executive Director, Texas Justice of the Peace Training Center, Southwest Texas State University:

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**Southwest Texas State University**  
**San Marcos, Texas 78666**

TEXAS JUSTICE OF THE PEACE TRAINING CENTER

(512) 245-2340

March 1, 1977

✓ Hon. Charles C. Cooke  
Johnson County  
Courthouse  
Cleburne, Texas 76031

Dear Judge Cooke:

During the week of February 22-25, 1977, Judges Lorena Patterson and Charlene Wallace successfully completed a twenty hour course in the responsibilities of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the responsibilities of the J.P. office and additionally to complete a twenty hour course each year thereafter. This article encompasses all justices who took office since August 30, 1963 and are not licensed attorneys.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As ninety to ninety-five percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,



Judge Ronald B. Champion  
Executive Director

RDC/bjm

✓ Judge Cooke notified the Court that the Annual County Judge's and Commissioners' Convention is to be held June 1, 2 and 3, 1977, in Waco. Upon request of any commissioner, necessary reservations will be made through his office.

✓ A motion was made by Commissioner Hadley and seconded by Commissioner Atwood to approve two preliminary plats on Littlebrook Estates, Plat I - Revision of tracts 11 - 12 and 13. Plat II - Revision of tracts G. R. 2 and 7-R.

All voted aye.

✓ A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to name the First National Bank, Cleburne, Texas, as Official County Depository for the next two (2) years - effective February 14, 1977.

All voted aye.



COMPTROLLER OF PUBLIC ACCOUNTS  
STATE OF TEXAS  
AUSTIN, 78774

March 7, 1977

Joe L. Townes  
County Clerk  
Johnson County  
Room 101, Courthouse  
P.O. Box 662  
Cleburne, Texas 76031

Dear Mr. Townes,

We have approved and are enclosing the County Depository Pledge Contract executed between your county and The First National Bank in Cleburne, Texas.

The Commissioners' Court should now pass an order designating the bank as your county depository.

If we can be of further aid to you in this matter please telephone our toll free number 1-800-252-5555 and ask for station 125.

Yours very truly,

*Buddy L. Kenneda*  
Buddy L. Kenneda, CTA, Director  
Ad Valorem Tax Division

BLK/yd1

Enclosures

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# County Depository Pledge Contract

STATE OF TEXAS,  
County of JOHNSON

KNOW ALL MEN BY THESE PRESENTS:

That The First National Bank in Cleburne  
of Johnson County, Texas, does hereby pledge  
and deposit the following securities with the Commissioners' Court of Johnson  
County, in the amount of Two Million, Three Hundred Seventy One Thousand, Twenty Seven and 74/100  
upon the terms and conditions and for the purposes hereinafter set forth:

SECURITIES	AMOUNT
1. US Treasury Notes, Series C-1977 Gov't National Mortgage Assn.	\$ 300,000.00
2. GNMA Series 2006A, Pool 12047 Gov't National Mortgage Assn.	\$ 1,001,634.03
3. GNMA Series 2006A, Pool 12484 Gov't National Mortgage Assn.	\$ 499,060.99
4. GNMA Series 2006A, Pool 13324	\$ 520,332.72
5. _____	\$ _____
6. US Treasury Notes Series A-1983 pledged to Johnson County Common School Districts	\$ 50,000.00
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
TOTAL <u>2,371,027.74</u>	\$ <u>2,371,027.74</u>

The conditions of the above contract are such that, whereas, the above bounden pledgor The  
First National Bank in Cleburne was on the 14th day of February, A. D. 1977,

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duly and legally chosen by the Commissioners' Court of Johnson County, Texas, as County Depository for said county for a period of two years ending sixty days from the time fixed by law for the next selection of a depository, upon its bidding and agreeing to pay the County of Johnson, Texas interest on "time deposits" on daily balances kept in said depository of said County of Johnson at the rate of See attached copy of Exhibit B per cent per annum, said interest payable monthly.

NOW, THEREFORE, if the above bounden pledgor The First National Bank in Cleburne Cleburne, Texas shall faithfully do and perform all the duties and obligations devolving on it by law as the county depository of Johnson County, and shall upon presentation pay checks drawn on it by the county treasurer of Johnson County, Texas; on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposit" account upon presentation, after the expiration of the period of notice required in the case of "time deposits," and shall faithfully keep said county funds, and account for same according to law, and shall faithfully keep and account for all funds belonging to the county which are deposited with it under the requirements of Texas Revised Civil Statutes Annotated article 2547, and shall include State funds collected by the tax collector, and shall pay the interest at the time and at the rate hereinbefore stipulated on "time deposits"; and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value, coming into its hands as depository, then and in that event this contract is to be and become null and void and the securities above shall be returned to the pledgor, otherwise to remain in full force and effect, hereby specially authorizing the Commissioners' Court of Johnson County, Texas, to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all the conditions of this contract.

The above provision is given in addition to any remedy the pledgee may have in any suit brought on this contract in any court in this State.

Any suit arising out of or in any way connected with this contract, shall be tried in the County of Johnson and State of Texas in any Court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set our hands and the said The First National Bank in Cleburne has caused these presents to be signed with its name and by its president and attested and sealed with its corporate seal the day and year first above written.

(Seal)

The First National Bank in Cleburne  
By Jacob A. Standley  
President, as Principal

## ACKNOWLEDGMENT

STATE OF TEXAS, }  
 County of Johnson } Before Me, a Notary Public in and for said County  
 on this day personally appeared Jack V. Standley  
 President of The First National Bank in Cleburne  
 (Corporation)  
 known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
 me that he executed the same as the act and deed of the First National Bank in Cleburne  
 a corporation, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of  
February, A. D. 19 77; My commission expires June 1, 1977

Linda L. Barnes  
 Notary Public in and for

Johnson County, Texas.

(Seal)

The within contract showing approval by the Commissioners' Court of this County, was filed for record  
 on the 1 day of March, 19 77, and duly recorded in Book 7 Page 423.  
 Bond Record of Johnson County, Texas and forwarded to the Comptroller of Public Accounts for  
 approval.

Witness my hand and seal of office, this the 1 day of March, 19 77.

Joe L. Townes  
 County Clerk, Johnson County.

## NOTE:

1. THE COMPTROLLER OF PUBLIC ACCOUNTS AND THE COMMISSIONERS' COURT MUST GIVE APPROVAL OF THIS CONTRACT.
2. Texas Revised Civil Statutes Annotated articles 2547 and 2548a, prescribe character of securities that may be pledged.
3. Securities pledged are to be accepted at their market value and not at their face value.
4. This form of Pledge Contract was prescribed by the Attorney General and should be strictly adhered to.
5. This blank form should be used where it is possible.

Recorded in Vol. 7, Page 422, Bond Records of Johnson County, Texas.

County Depository  
Pledge Contract

Johnson County.

Made in the sum of \$  
\$ 2,371,027.74

APPROVED IN OPEN  
COMMISSIONERS' COURT

3-1-77  
[Signature]  
County Judge Johnson County.

Filed March 2, 1977  
Joe L. Leones  
County Clerk Johnson County.

Approved:

March 7, 1977  
Buddy L. Kennedy FOR:

Comptroller of Public Accounts

## Bid of The First National Bank in Cleburne, Cleburne, Texas

## I. Time Deposits--We agree to pay the following interest rates on time and savings deposits, provided the rate is not in excess allowed by Regulation Q of the Federal Reserve Bank.

A. Savings Deposits--5% per annum on statement savings, compounded daily, with interest paid from date of deposit to date of withdrawal.

B. Certificates of Deposit, under \$100,000.00

We agree to pay interest on Certificates of Deposit from 30 days to 30 months at  $\frac{1}{2}$  of 1% above US Treasury Bills on the ASKED side, provided the rate is not in excess of the following:

30 days	5%
90 days	5½%
1 year	6%
30 months	6½%

This rate will be determined by the rate in the ASKED column of the Wall Street Journal as of the date of the Certificate of Deposit.

C. Certificates of Deposit, \$100,000.00 or over

We agree to pay interest on Certificates of Deposit from 30 days to whatever date desired at  $\frac{1}{2}$  of 1% above US Treasury Bills on the ASKED side. This rate will be determined by the rate in the ASKED column of the Wall Street Journal as of the date of the Certificate of Deposit.

## II. Demand Deposits

A. The First National Bank in Cleburne will consider over-drafts of the County as script warrants and hereby agrees to honor such warrants in an amount not to exceed the average aggregate monthly balance of all demand deposits for the preceding six month period at the rate of 5% per annum for the number of days over-drawn. On the accounts of the County and Hospital which issue checks instead of warrants, the over-drafts will be paid as above.

B. No service charge on checking accounts

## III. Escrow Funds

A. No escrow fee will be charged to the County by The First National Bank in Cleburne for the handling of escrow funds deposited with it by Johnson County.

## IV. Collection Expense

A. No expense will be charged to the County by the First National Bank for collection items deposited by the County in the Bank except any ex-

✓ A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to authorize the County Auditor to advertise for bids on a track loader for Precinct No. 3.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the Deputation of William Gerald Lee Dennie Deputy Sheriff in and for Johnson County, Texas.

All voted aye.

✓ A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to approve the Minutes of the previous meeting as read by the County Clerk.

All voted aye.

✓ A motion was made by Commissioner Hadley and seconded by Commissioner Atwood to approve the bills as read by the County Auditor.

All voted aye.

✓ A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to have the County Judge to notify the Sheriff that all cars operated by the Sheriff's Department will use the gasoline pump at the County Jail to fill the cars - gasoline purchased on a credit card in emergencies only.

All voted aye.

✓ A motion was made by Commissioner Hadley and seconded by Commissioner Atwood to accept the offer of the First National Bank, Cleburne, Texas, to purchase the legally issued certificates of obligation, as follows:

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Honorable Judge Charles C. "Kit" Cooke, and  
Commissioners Court of Johnson County  
Johnson County Courthouse  
Cleburne, Texas 76031

Gentlemen:

It is my understanding that on March 14, 1977, the Court will consider the issuance of \$170,000 Certificates of Obligation for cash, to enable the County to award a contract for improvements to County Jail Facilities.

The First National Bank of Cleburne hereby offers to purchase said legally issued Certificates of Obligation at par and accrued interest from an issue date of April 1, 1977, to date of delivery with all certificates to bear interest @ 5 1/2% per annum payable semi-annually on June 1 and December 1 (except the first interest coupon will be for 8 months and will be due December 1, 1977) AND said certificates will mature on June 1 of each year and in the amounts as follows:

\$40,000 in each year 1984 and 1985; AND

\$45,000 in each year 1986 and 1987.

It is our understanding that the County will pay all costs of issuing said Certificates of Obligation, including the final unqualified approving legal opinion of the Attorney General of Texas and McCall, Parkhurst & Horton, a firm of recognized municipal bond attorneys. We agree to accept delivery and make payment at the City National Bank of Austin, Austin, Texas, within seven (7) calendar days after receiving notice that said Certificates of Obligation are available.

It is further understood and agreed that the Certificates of Obligation are callable any-time by 30 day notice at par and accrued interest AND The First National Bank in Cleburne will be named paying agent.

This offer (in duplicate) is for acceptance or rejection on March 14, 1977.

First National Bank in Cleburne

by J. A. Boyett  
Title Vice President

ACCEPTED by resolution of the Johnson County Commissioners Court, March 14, 1977.

Kit Cooke  
County Judge of Johnson County

ATTEST:

Joe L. Teece  
County Clerk of Johnson County

S E A L

## JOHNSON COUNTY (Debt Requirement Schedule)

\$170,000 CERTIFICATES OF OBLIGATION (Maturities June 1) Dated: April 1, 1977.  
Interest @ 5 1/2% -- First Coupon 12-1-77 (8 months); payable semi-annually on June 1  
and December 1 thereafter.

Due Date	Principal Due Bond#s	Interest Due	Coupon #	Total Due	Tax Year Ending 9-30
12-1-77		\$6,233.33	1		
6-1-78		4,675.00	2	\$10,908.33	1978
12-1-78		4,675.00	3		
6-1-79		4,675.00	4	9,350.00	1979
12-1-79		4,675.00	5		
6-1-80		4,675.00	6	9,350.00	1980
12-1-80		4,675.00	7		
6-1-81		4,675.00	8	9,350.00	1981
12-1-81		4,675.00	9		
6-1-82		4,675.00	10	9,350.00	1982
12-1-82		4,675.00	11		
6-1-83		4,675.00	12	9,350.00	1983
12-1-83		4,675.00	13		
6-1-84	\$40,000	4,675.00	14	49,350.00	1984
12-1-84		3,575.00	15		
6-1-85	40,000	3,575.00	16	47,150.00	1985
12-1-85		2,475.00	17		
6-1-86	45,000	2,475.00	18	49,950.00	1986
12-1-86		1,237.50	19		
6-1-87	45,000	1,237.50	20	47,475.00	1987

Option: Callable anytime (30 day notice) at Par and Accrued Interest

Paying Agent: The First National Bank in Cleburne

~~This Schedule an Illustration Only:~~

Subject to:  
 ① ✓ Banks offer to purchase  
 ② ✓ County's acceptance  
 ③ ✓ Approval by Attorney General of Texas

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to approve the order authorizing the issuance of Interest Bearing Certificates of Obligation.:

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CERTIFICATE FOR  
ORDER AUTHORIZING THE ISSUANCE OF INTEREST BEARING  
CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

We, the undersigned officers of the Commissioners Court of said County, hereby certify as follows:

1. The Commissioners Court of said County convened in REGULAR TERM ON THE 14TH DAY OF MARCH, 1977, at the County Courthouse, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Charles "Kit" Cooke, County Judge	O. B. Hadley
Joe L. Townes, County Clerk	Loyd Reese
C. W. Atwood	B. B. Aldridge

and all of said persons were present, except the following absentees:

thus constituting a quorum. Whereupon, among other business, the following was transacted at said Term: a written  
ORDER AUTHORIZING THE ISSUANCE OF INTEREST BEARING  
CERTIFICATES OF OBLIGATION

was duly introduced for the consideration of said Commissioners Court and read in full. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

AYES: All members of said Commissioners Court shown present above voted "Aye".

NOES: None.

2. That a true, full, and correct copy of the aforesaid Order passed at the Term described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Commissioners Court minutes of said Term; that the above and foregoing paragraph is a true, full, and correct excerpt from said Commissioners Court minutes of said Term pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Term, and that said Order would be introduced and considered for passage at said Term, and each of said officers and members consented, in advance, to the holding of said Term for such purpose; and that said Term was open to the public, and public notice of the time, place, and purpose of said Term was given, all as required by Vernon's Ann. Civ. St. Article 6252-17.

SIGNED AND SEALED the 14th day of March, 1977.

  
County Clerk

  
County Judge

SEAL

ORDER  
AUTHORIZING THE ISSUANCE OF INTEREST BEARING  
CERTIFICATES OF OBLIGATION

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THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

WHEREAS, the Commissioners Court of Johnson County, Texas, has heretofore determined that it is to the best interest of the County to authorize the issuance of Certificates of Obligation for the purpose of paying all or a portion of the County's contractual obligations incurred pursuant to the construction contracts to renovate and improve the County Jail, and to pay all or a portion of the architectural, legal and fiscal fees in connection with this project; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered pursuant to Article 2368a.1, Section 7(8), V.A.T.C.S.; and

WHEREAS, the County has spent \$35,113.50 on the project and has available \$201,419 that will be applied on the project leaving \$170,000 that will be financed by the issuance of Certificates of Obligation; and

WHEREAS, the Commissioners Court has heretofore, on the 24th day of February, 1977, passed an Order authorizing and directing the County Clerk to give notice of intention to issue Certificates of Obligation; and

WHEREAS, said notice has been duly published in the Cleburne Times Review, which is a newspaper published in the City of Cleburne, Texas, and of general circulation in the county, in its issues of February 27, 1977 and March 6, 1977; and

WHEREAS, the County received no petition from the qualified electors of the County protesting the issuance of such Certificates of Obligation.

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS:

Section 1. That the County's Certificates of Obligation, hereinafter sometimes called "Certificates", are hereby authorized to be issued in the aggregate principal amount of \$170,000, for the purpose of paying all or a portion of the County's contractual obligations incurred pursuant to construction contracts to renovate and improve the County Jail and to pay all or a portion of the architectural, legal and fiscal fees in connection with this project.

Section 2. That said Certificates shall be dated April 1, 1977, shall be numbered consecutively from 1 through 34, shall be in the denomination of \$5,000 each, aggregating \$170,000, and shall mature serially on the maturity date, in each of the years, and in the amounts, respectively, as set forth in the following schedule:

MATURITY DATE: JUNE 1

<u>YEARS</u>	<u>AMOUNTS</u>
1984	\$40,000
1985	40,000
1986	45,000
1987	45,000

Section 3. That said Certificates shall bear interest at the rate of 5½% per annum, with said interest evidenced by interest coupons which shall appertain to said Certificates, and which shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Order.

Section 4. That said Certificates and interest coupons shall be issued, shall be payable, may be redeemed prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and said Certificate shall be sealed), all as provided, and in the manner indicated, in the FORM OF CERTIFICATE set forth in this Order.

Section 5. That the form of said Certificates, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said Certificates, and the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said Certificates, shall be, respectively substantially as follows:

FORM OF CERTIFICATE

NO. \_\_\_\_\_

\$5,000

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF JOHNSON  
JOHNSON COUNTY CERTIFICATES OF OBLIGATION  
SERIES 1977

ON JUNE 1, 19\_\_, JOHNSON COUNTY, STATE OF TEXAS, promises to pay to bearer hereof the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of 5½% per annum, evidenced by interest coupons payable on December 1, 1977, and semi-annually thereafter on each June 1 and December 1 while this Certificate is outstanding.

THE PRINCIPAL of this Certificate and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this Certificate or proper interest coupons at the following, which shall constitute and be defined as the "Paying Agent" for this Series of Certificates:

The First National Bank in Cleburne  
Cleburne, Texas

THIS CERTIFICATE is one of a series dated as of April 1, 1977, authorized, issued, and delivered in the principal amount of \$170,000, for the purpose of paying all or a portion of the County's contractual obligations incurred pursuant to construction contracts to renovate and improve the County Jail and to pay all or a portion of the architectural, legal and fiscal fees in connection with this project.

THE OUTSTANDING CERTIFICATES of this Series may be redeemed prior to their scheduled maturities, at the option of said County, in whole, or in part, on any date, for the principal amount thereof and accrued interest thereon to the date fixed for redemption. At least thirty days prior to the date fixed for any such redemption said County shall cause a written notice of such redemption to be given to the "Paying Agent". By the date fixed for any such redemption due provision shall be made with the "Paying Agent" for the payment of the principal amount of the Certificates which are to be so redeemed and accrued interest thereon to the date fixed for redemption. If such written notice of redemption is given and if due provision for such payment is made, all as provided above, the certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the bearer to receive the redemption price from the "Paying Agent" out of the funds provided for such payment.

IT IS HEREBY certified, recited, and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a general obligation of said County, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said County, and have been pledged irrevocably for such payment, within the limit prescribed by law.

IN WITNESS WHEREOF, this Certificate and the interest coupons appertaining hereto have been signed with the facsimile signature of the County Judge of said County and countersigned with the facsimile signature of the County Clerk of said County, and this Certificate has been registered by the imprinted or lithographed facsimile signature of the County Treasurer, and the official seal of said Commissioners Court has been duly impressed or placed in facsimile on this Certificate.

XXXXXXXXXXXXX

County Clerk

XXXXXXXXXXXXX

County Judge

XXXXXXXXXXXXX

County Treasurer

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal this \_\_\_\_\_

\_\_\_\_\_  
Comptroller of Public Accounts of the  
State of Texas

FORM OF INTEREST COUPON

NO. \_\_\_\_\_ \$ \_\_\_\_\_

ON \_\_\_\_\_, 19\_\_\_\_, JOHNSON COUNTY, STATE OF TEXAS, promises to pay to bearer the amount shown on this interest coupon in lawful money of the United States of America, without exchange or collection charges to the bearer, unless due provision has been made for the redemption prior to scheduled maturity of the Certificate to which this interest coupon appertains, upon presentation and surrender of this interest coupon, at The First National Bank in Cleburne, Cleburne, Texas, said amount being interest due that day on the Certificate, bearing the number hereinafter designated of that issue of JOHNSON COUNTY CERTIFICATES OF OBLIGATION, SERIES 1977, dated April 1, 1977. CERTIFICATE NO. \_\_\_\_\_.

XXXXXXXXXXXXX

County Clerk

XXXXXXXXXXXXX

County Judge

Section 6. That a special "Interest and Sinking Fund" is hereby created solely for the benefit of said Certificates and said Interest and Sinking Fund shall be established and maintained by said County at an official depository bank of said County. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said County, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates or interest coupons appertaining thereto are outstanding and unpaid, the Commissioners Court of said County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of such Certificates as such principal matures; (but never less than 2% of the original amount of said Certificates as a sinking fund each year) and said tax shall be based on the latest approved tax rolls of said County, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said County, for each year while any of



said Certificates or interest coupons appertaining thereto are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment, within the limit prescribed by law.

Section 7. That the County Judge and County Clerk are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in sufficient time to pay such items of principal and interest.

Section 8. That the County Judge of said County is hereby authorized to have control of said Certificates and all necessary records and proceedings pertaining to said Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of said Certificates, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of said Certificates, and the seal of said Comptroller shall be impressed or placed in facsimile, on each of said Certificates.

Section 9. That the County covenants to and with the purchasers of the Certificates that it will make no use of the proceeds of the Certificates at any time throughout the term of this issue of Certificates which, if such use had been reasonably expected on the date of delivery of the Certificates to and payment for the Certificates by the purchasers, would have caused the Certificates to be arbitrage bonds within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings pertaining thereto; and by this covenant the County is obligated to comply with the requirements of the aforesaid Section 103(d) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The County further covenants that the proceeds of the Certificates will not otherwise be used directly or indirectly so as to cause all or any part of the Certificates to be or become arbitrage bonds within the meaning of the aforesaid Section 103(d), or any regulations or rulings pertaining thereto.

Section 10. That it is hereby officially found and determined that a case of emergency or urgent public necessity exists which requires the holding of the meeting at which this Order is passed, such emergency or urgent public necessity being that the authorization of the proposed Certificates of Obligation is required as soon as possible and without delay for necessary and urgently needed public improvements; and that said meeting was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St., Article 6252-17.

Section 11. That said Certificates are hereby sold for cash and shall be delivered to THE FIRST NATIONAL BANK IN CLEBURNE, CLEBURNE, TEXAS, for the principal amount or par value thereof and accrued interest thereon to the date of delivery and such accrued interest shall be deposited into the Interest and Sinking Fund.

GENERAL CERTIFICATE

THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

We, the undersigned officers of said County, hereby certify as follows:

1. That this certificate is executed for and on behalf of said County with reference to the issuance of the proposed Johnson County Certificates of Obligation, Series 1977, dated April 1, 1977, in the principal amount of \$170,000.

2. That no litigation of any nature has ever been filed pertaining to, affecting or contesting: (a) the order which authorized said County's proposed Certificates of Obligation described in paragraph 1 of this certificate; (b) the issuance, delivery, payment, security or validity of said proposed Certificates; (c) the authority of the Commissioners Court and the officers of said County to issue, execute and deliver said Certificates, (d) the validity of the corporate existence, or the current tax rolls of said County.

3. That attached to this certificate and marked Exhibit A is a true, full and correct schedule and statement of the aforesaid proposed Certificates and of all presently outstanding bonded indebtedness of said County.

4. That no petition has been filed with the County Clerk protesting the issuance of the Certificates of Obligation and requesting an election on the question of the issuance of such Certificates of Obligation.

5. That the currently effective ad valorem tax rolls of said County are those for the year 1976, being the most recently approved tax rolls of said County; that said County has caused the taxable property in said County to be assessed as required by law; that the Board of Equalization of said County has equalized and approved the valuation of taxable property in said County for said year; that the tax assessor of said County has duly verified the aforesaid tax rolls, and said Board of Equalization has finally approved the same; and that the assessed value of taxable property in said County upon which the annual ad valorem tax of said County actually has been or will be levied (after deducting the amount of all exemptions, if any, under Section 1-b(b), and Section 2(b) of Article 8 of the Texas Constitution, and Article 7150h, V.A.T.C.S.), according to the aforesaid tax rolls for said year, as delivered to the County Clerk of said County, and finally approved and recorded by the Commissioners Court of said County, is \$ 99 869 245.

6. That attached hereto is a true and correct copy of the Publisher's Affidavit and Notice to All Interested Bidders for the Jail project published on December 5, 1976 and December 12, 1976 by the Cleburne Times Review.

7. That the project to renovate and improve the County Jail will include the following items:

## A. The County has paid the following items:

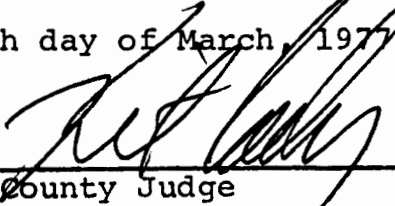
1. Survey	\$ 75.00
2. Soil tests	438.00
3. Architectural Fees	34,600.00
	<u>\$ 35,113.50</u>

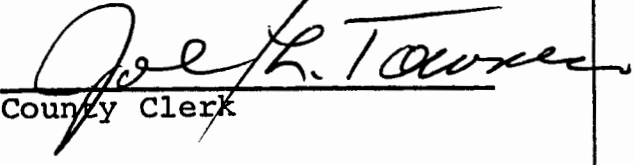
## B. The County has \$201,419 in funds to be applied to the following items:


1. Contractor - Ed A. Wilson, Inc.	\$244,000.00
2. Contractor - Southern Steel Co.	115,919.00
3. Alternate	2,000.00
4. Architectural supervision	4,500.00
5. Legal and Fiscal Fees	5,000.00
	<u>\$371,419.00</u>

The proceeds for the sale of the proposed Certificates of Obligation together with the \$201,419 of funds available to the County will be sufficient to construct the jail project.

SIGNED AND SEALED this the 14th day of March, 1977.

  
County Judge

  
County Clerk

  
County Treasurer

COMMISSIONERS COURT SEAL

## EXHIBIT A

Certificates of Obligation, Series 1977, dated 4/1/77, to be outstanding in the principal amount of \$170,000, bearing interest and maturing as set forth in the Order authorizing said Certificates.

Certificates of Obligation, Series 1975, dated 6/1/75, now outstanding in the principal amount of \$225,000, and maturing in the amounts on June 1 of the years as follows:

6%: 25M-77-78; 30M-79-80; 35M-81; 40M-82-83

Road Improvement Refunding Bonds, Series 1967, dated 4/15/67, now outstanding in the principal amount of \$30,000, and maturing in the amounts on April 15 of the years as follows:

4.50%: 30M-77

Sun., Dec. 12, 1976 — Cleburne Times-Review

## PUBLISHER'S AFFIDAVIT

STATE OF TEXAS      I

COUNTY OF JOHNSON      I

Before me, the undersigned authority in and for said State and County, on this day personally appeared Don Schneider to me known, who, after being by me first duly sworn, on oath says: That he is General Manager of the Cleburne Times Review, which is a newspaper of general circulation published in the town of Cleburne, Johnson County, Texas, and which has been continuously and regularly published therein for a period of more than one year next before the first publication of the attached writ and notice, that the said writ and notice was printed and published in said newspaper once in each consecutive week for the period of time required and on the following dates: Dec 5th and 12th, 1976, as appears from a printed copy thereof attached.

## 37—Legal Notices

NOTICE TO ALL  
ALL INTERESTED BIDDERS

Johnson County will accept bids for the renovation and new construction of County Jail Facilities located at 110 S. Mill Street in Cleburne, Texas.

Plans and specifications are available on December 15, 1976 for Twenty-five Dollars (\$25.00) per set from Thompson-Parkey Associates Architects-Planners, 8325 Walnut Hill Lane, Suite No. 205, Dallas, Texas 75231. Make Non-returnable checks payable to Thompson-Parkey Associates, Inc.

The Commissioners' Court of Johnson County reserves the right to reject any and all bids.

Bids shall be submitted to the County Auditor, Room 102, Courthouse, Cleburne, Texas 76031 by 9:00 a.m. January 10, 1977.  
Robert M. Wylie  
County Auditor

WITNESS my hand this 13th Dec., 1976.

SUBSCRIBED AND SWORN to before me

by Don Schneider  
DON SCHENIDER

on this \_\_\_\_\_ day of \_\_\_\_\_,

1976.Printer's fee \$ 18.20Robert M. Wylie  
Notary Public in and for Johnson County, Texas

NO-ARBITRAGE CERTIFICATE

THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

The undersigned, being the duly chosen and qualified County Judge and County Clerk, respectively, of Johnson County, Texas (the "County") hereby certify with respect to that issue of Johnson County Certificates of Obligation, Series 1977, in the principal amount of \$170,000 (the "Certificates") as follows:

1. That we, along with other officers, are charged with the responsibility of issuing the Certificates of Obligation.

2. That this certificate is made pursuant to proposed Section 1.103-13 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service with respect to arbitrage bonds as described in Section 103(d) of the Internal Revenue Code of 1954, as amended (the "Code"), and the words and phrases used herein have the same meanings as defined and used in the Regulations.

3. That this certificate is based on facts, estimates, and circumstances in existence on the date of issue of the Certificates of Obligation, and on such basis it is reasonably expected that the following will occur with respect to the Certificates of Obligation:

(a) that the County has incurred, at the date of issue of the Certificates of Obligation, or will incur, within six months after the date of issue of the Certificates of Obligation, binding obligations to commence each of the projects, respectively, to be financed by the Certificates of Obligation either by entering into contracts for the construction of such projects to be financed by the Certificates of Obligation, or by entering into a contract for engineering services for such projects, with the amount to be paid under each such contract with respect to each such project to be in excess of 2½ percent of the part of the proceeds of the Certificates of Obligation allocated to each such project, respectively (with the aggregate amount to be paid under all of such contracts to be in excess of 2½ percent of all of the proceeds of the Certificates of Obligation;

(b) that after entering into said contracts, work on all of the projects will proceed with due diligence to completion;

(c) that at least 85 percent of the spendable proceeds of the Certificates of Obligation will be expended for project costs by the end of the three-year period beginning on the date of issue of the Certificates of Obligation.

(d) that none of the proceeds of the Certificates of Obligation will be placed in a reserve or replacement fund, and the yield on any acquired obligations which are to be allocated to the proceeds of the Certificates of Obligation, except obligations held only during the temporary period, will not exceed the yield on the Certificates of Obligation by more than one-eighth of one percent;

(e) that none of the projects will be sold or otherwise disposed of, in whole or in part, prior to the last maturity of the Certificates of Obligation;

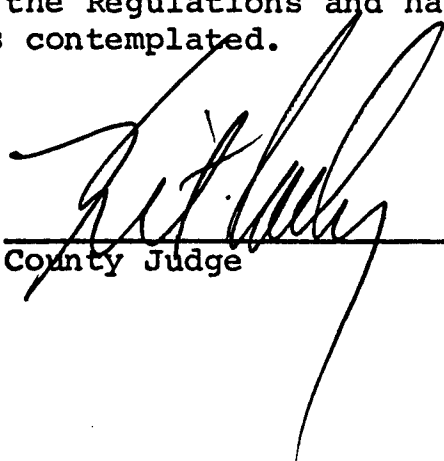
(f) that the original proceeds of the Certificates of Obligation will not exceed by more than five percent the amount necessary for the purposes of the Certificates of Obligation.

4. That on the basis of the foregoing it is not expected that the proceeds of the Certificates of Obligation will be used in any manner that would cause such obligations to be arbitrage bonds under Section 103(d) of the Code and the Regulations prescribed under that Section.

5. That to our best knowledge and belief there are no facts estimates, or circumstances that would materially change the foregoing conclusions or statements.

6. That the County has never been listed in a Notice published in the Internal Revenue Bulletin as described in paragraph (a)(2)(iii) of Section 1.103-13 of the Regulations and has never been advised that such a listing is contemplated.

EXECUTED this the

  
County Judge

ATTEST:

  
County Clerk

(COUNTY SEAL)

✓ All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Atwood to approve Certificate for Order Accepting Bids and Authorizing Contracts, as follows:

CERTIFICATE FOR  
ORDER ACCEPTING BIDS AND AUTHORIZING CONTRACTS

THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

We, the undersigned officers of the Commissioners Court of said County, hereby certify as follows:

1. The Commissioners Court of said County convened in REGULAR TERM ON THE 14TH DAY OF MARCH, 1977, at the County Courthouse, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Charles "Kit" Cooke, County Judge	O. B. Hadley
Joe L. Townes, County Clerk	Loyd Reese
C. W. Atwood	B. B. Aldridge

and all of said persons were present, except the following absentees:

thus constituting a quorum. Whereupon, among other business, the following was transacted at said Term: a written

ORDER ACCEPTING BIDS AND AUTHORIZING CONTRACTS

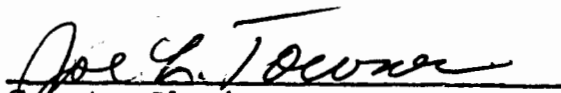
was duly introduced for the consideration of said Commissioners Court and read in full. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried by the following vote:

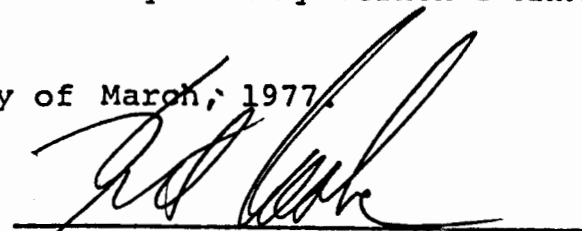
AYES: All members of said Commissioners Court shown present above voted "Aye".

NOES: None.

2. That a true, full, and correct copy of the aforesaid Order passed at the Term described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Commissioners Court minutes of said Term; that the above and foregoing paragraph is a true, full, and correct excerpt from said Commissioners Court minutes of said Term pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Term, and that said Order would be introduced and considered for passage at said Term, and each of said officers and members consented, in advance, to the holding of said Term for such purpose; and that said Term was open to the public, and public notice of the time, place, and purpose of said Term was given, all as required by Vernon's Ann. Civ. St. Article 6252-17.

SIGNED AND SEALED the 14th day of March, 1977.

  
County Clerk

  
County Judge

SEAL



ORDER ACCEPTING BIDS AND AUTHORIZING CONTRACTS

THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

WHEREAS, the <sup>COUNTY</sup>~~City~~ has duly advertised for bids for renovating and improving the County Jail; and

WHEREAS, it is hereby officially found and determined that a case of emergency or urgent public necessity exists which requires the holding of the meeting at which this Order is passed, such emergency or urgent public necessity being that the execution of contracts hereinafter authorized are required as soon as possible and without delay for necessary and urgently needed public improvements; and that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St. Art. 6252-17, as amended.

THEREFORE BE IT ORDERED BY THE COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS:

1. That the bids of SouthernSteel Co., San Antonio, Texas, and E. A. Wilson, Inc., Fort Worth, Texas are hereby accepted as the lowest responsible bids, and that the County Judge and County Clerk are duly authorized to execute contracts in accordance with the specifications.

2. That this Order shall take effect immediately upon passage.

-----

All voted aye.

✓ A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to award the Contract for renovation and construction of the County Jail to Ed A. Wilson and Southern Steel. Contract to be returned with a performance bond, and upon proper return, the County Judge is authorized to sign same and enter it into the Minutes of the Commissioners' Court.

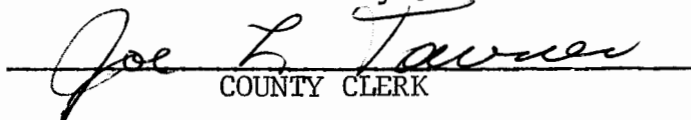
✓ All voted aye.

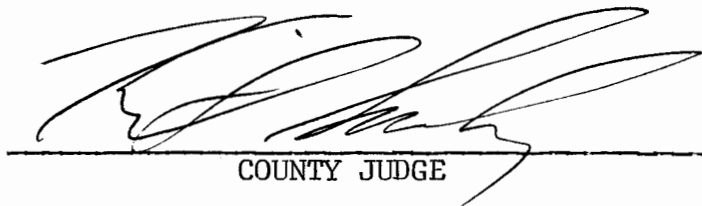
A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to employ Thompson-Parkey Associates, Architectural firm, for the final completion of the jail project, basically to oversee the operation and to make sure that it meets all the requirements that we have set out in our contract with the general contractor and Southern Steel, in the amount of \$4,500.00 and other items that are stipulated in the Contract and to give the County Judge authority to enter into and execute that particular agreement.

All voted aye.

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

All voted aye.

  
COUNTY CLERK

  
COUNTY JUDGE

...ooo0ooo...

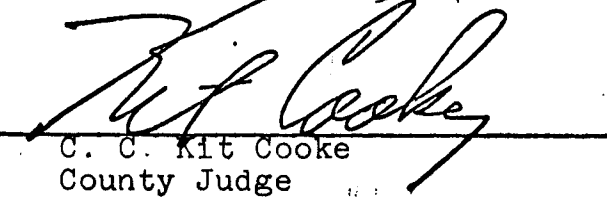
A G E N D A

NOTICE OF SPECIAL CALLED MEETING OF JOHNSON COUNTY  
 COMMISSIONER'S COURT  
 COUNTY COURTHOUSE - CLEBURNE, TEXAS  
 MARCH 18, 1977 - 10:00 A.M.  
 COUNTY COURTROOM

The Commissioner's Court of Johnson County, Texas  
 is hereby calling this special meeting for the purpose  
 of consideration of the following item of business.

1. Purpose of extending the lease agreement with the  
 County and Johnson County Hospital Authority.

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

  
 C. C. Kit Cooke  
 County Judge

Posted: March 14, 1977  
 9:30 A.M.  
 County Courthouse

STATE OF TEXAS     I

COUNTY OF JOHNSON   I   March 18, 1977

BE IT REMEMBERED AT A ~~REGULAR~~ <sup>SPECIAL</sup> MEETING OF THE COMMISSIONER'S COURT IN AND FOR  
 JOHNSON COUNTY, TEXAS, on the above-mentioned date at the Courthouse in Cleburne, Texas  
 with the following members present: Kit Cooke County Judge;  
 Commissioner Precinct No. 1 C. W. Atwood; Commissioner Precinct No. 2  
O. B. Hadley; Commissioner Precinct No. 3 Loyd Reese;  
 Commissioner Precinct No. 4 B. B. Aldridge and Joe L. Townes, County Clerk.

The invocation was given by Judge Cooke.

✓ A motion was made by Commissioner Aldridge and seconded by  
Commissioner Reese to approve the following order and lease agreement:

**NOTICE OF HEARING  
ON THE QUESTION OF  
WHETHER THE COUNTY  
HOSPITAL OF  
JOHNSON COUNTY  
SHALL BE LEASED  
THE STATE OF TEXAS  
COUNTY OF JOHNSON**

NOTICE IS HEREBY  
GIVEN, that the Com-  
missioners' Court of  
Johnson County will hear  
and consider the question of  
whether the County Hospital  
owned and operated by said  
County shall be leased or  
an amendment made to the  
existing lease so as to  
extend its term; that said  
hearing shall be conducted  
at the regular meeting  
place of the said Court in  
the Commissioners' Cour-  
troom, Courthouse,  
Cleburne, Texas, at 10  
o'clock a.m. on the 18 day  
of March, 1977, (the same  
being not less than 15 nor  
more than 30 days from the  
date said hearing was  
ordered).

ALL QUALIFIED electors  
of the County and all other  
persons who may be in-  
terested in the question of  
leasing or amending  
the existing lease of the  
County Hospital are hereby  
notified of the time and  
place of said hearing and of  
their right to appear at  
such hearing and contend  
for or protest the proposed  
leasing or amendment to  
the existing lease of the  
County Hospital.

THIS NOTICE is given in  
conformity with an Order of  
the Commissioners' Court of  
Johnson County, Texas.

Joe L. Townes, County  
Clerk and Ex-officio Clerk  
of the Commissioners' Court  
of Johnson County, Texas

**AFFIDAVIT OF PUBLICATION**

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day  
personally appeared Don Schneider, who being by me  
duly sworn deposes and says:

1. That he is the General Manager of  
the Cleburne Times-Review which news-  
paper is published in Johnson County,  
Texas, and of general circulation in  
said County;
2. That he published a true and correct copy  
of "NOTICE OF HEARING ON THE QUESTION OF  
WHETHER THE COUNTY HOSPITAL OF JOHNSON  
COUNTY SHALL BE LEASED", hereto attached,  
in said newspaper for two successive weeks,  
in its issues of

March 4th 2nd, 1977, and

March 11th 9th, 1977;

the date of the first publication being at  
least fourteen (14) full days prior to the  
date set for the hearing.

Don Schneider  
DON SCHNEIDER

SUBSCRIBED AND SWORN TO before me, the undersigned  
authority, this the 11th day of MARCH, 1977.

Notary Public in and for Johnson  
County, Texas

(Notary Seal)

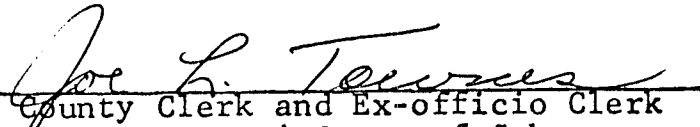
CERTIFICATE OF COUNTY CLERK

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 that the above and foregoing is a true and correct copy of an Order relating to the lease or amendment of the existing lease of the County Hospital (and the Minutes pertaining to its adoption) as the same appears in the official records of Johnson County, Texas, and the said Order having been duly passed and adopted on the 1st day of March, 1977.

I FURTHER CERTIFY that the said order was passed at a meeting open to the public and notice of such meeting, giving the date, hour, place and subject thereof, was given in advance so as to be in compliance with 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 said Commissioners' Court of Johnson County, Texas, this the 18th day of March, 1977.

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

(Com. Crt. Seal)

ORDER APPROVING AND AUTHORIZING EXECUTION OF REVISED  
LEASE AGREEMENT RELATING TO THE COUNTY HOSPITAL

THE STATE OF TEXAS           §  
  §  
COUNTY OF JOHNSON           §

ON THIS, the 18th day of March, 1977, the Commissioners' Court of Johnson County, Texas, convened in SPECIAL session at the regular meeting place in the Courthouse at Cleburne, Texas, the meeting being open to the public, and notice of said meeting having been given as prescribed by Article 6252-17, Section 3A, V.A.T.C.S., with the following members of said Court being present and in attendance, to wit:

KIT COOKE	COUNTY JUDGE
C. W. ATWOOD	COMMISSIONER, PRECINCT NO. 1
O. B. HADLEY	COMMISSIONER, PRECINCT NO. 2
LOYD REESE	COMMISSIONER, PRECINCT NO. 3
BILLY BOB ALDRIDGE	COMMISSIONER, PRECINCT NO. 4

and with the following absent: MAE, constituting a quorum; and among other business considered at said meeting, an order was submitted to the Court for passage, such order being as follows:

WHEREAS, on the 1st day of March, 1977, the Commissioners' Court of Johnson County, Texas ordered a public hearing be held at 10:00 o'clock A.M., on March 18, 1977, to hear and consider whether the hospital owned and operated by the County should be leased or an amendment made to the existing lease so as to extend its term; and

WHEREAS, notice of such public hearing was duly published in the JOHNSON COUNTY TIMES REVIEW, a newspaper published and having general circulation in Johnson County, Texas, on the 2nd day of March, 1977 and the 9th day of March, 1977, the date of the first publication of such notice being at least fourteen (14) days prior to the date fixed for conducting the hearing; and

WHEREAS, no petition of any kind or character having been filed with the County Clerk or any member of the Court asking that a referendum election be called on the question of whether the County Hospital should be leased or the existing lease amended, the Court proceeded with the hearing of all evidence relative to and the testimony of all persons present at such hearing who wished to contend for or protest against the leasing of such hospital or amending the existing lease agreement; and

WHEREAS, the hearing on the question of leasing the hospital or amending the existing lease having been completed, the Commissioners' Court of Johnson County, Texas, HEREBY FINDS AND DETERMINES THAT:

1. Notice of the hearing on the question of leasing the County Hospital or amending the existing lease has been duly given in the time, form and manner required by law,

2. No petition has been filed with the County Clerk or any member of this Court asking that a referendum election be called on the question of whether the County Hospital should be leased or the existing lease amended,

3. That the lease agreement pertaining to the County Hospital by and between the County and Johnson County Hospital Authority should be amended and revised so as to extend the term of such lease and make certain provisions thereof reflect and conform to the extension of the lease term, and

4. That the proposed revisions to the lease agreement relating to the County Hospital will be for the best interest and benefit of Johnson County;

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

SECTION 1: That all the findings and determinations contained in the preamble hereof are made a part of this order and a part of the judgment of this Court as if the same were fully set forth and contained in this Section.

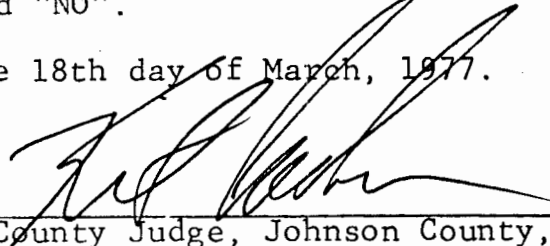
SECTION 2: That the Revised Lease Agreement, dated March 18, 1977, by and between Johnson County, Texas and the Johnson County Hospital Authority, a form of which is attached hereto as Exhibit A and made a part hereof for all purposes, is hereby approved and the County Judge is hereby authorized and directed to execute the same for and on behalf of Johnson County, Texas and as the act and deed of this Commissioners' Court.

SECTION 3: That the County Clerk is hereby authorized and directed to cause an executed copy of the Revised Lease Agreement to be filed of record in the deed records of Johnson County, Texas, after the same has been duly executed by the parties thereto.

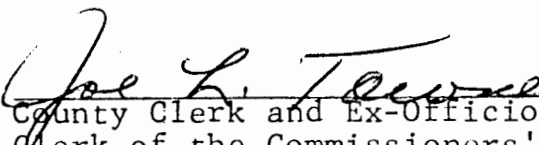
\* \* \* \* \*

The above order having been read in full, it was moved by ALD RIDGE and seconded by REESE that the same be passed. Thereupon the question being called for, the following members of the Commissioners' Court of Johnson County, Texas voted "AYE" County Judge Cooke and Commissioners Atwood, Hadley, Reese and Aldridge; and none voted "NO".

PASSED AND APPROVED, this the 18th day of March, 1977.

  
County Judge, Johnson County,  
Texas

ATTEST:

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

(Comm. Crt. Seal)

REVISED LEASE AGREEMENT

THE STATE OF TEXAS     §  
                               §  
 COUNTY OF JOHNSON     §

THIS REVISED LEASE AGREEMENT, made and entered into as of the 18th day of March, 1977, by and between JOHNSON COUNTY, TEXAS (a political subdivision of the State of Texas hereafter called "County") and JOHNSON COUNTY HOSPITAL AUTHORITY (a political subdivision of the State of Texas hereafter called "Authority") each of which is acting by and through its duly authorized representatives pursuant to resolutions adopted by their respective governing bodies:

R E C I T A L S

WHEREAS, pursuant to Article 4494L, V.A.T.C.S., the parties hereto have heretofore executed a lease agreement with respect to the property described therein, which property is sometimes known as the Johnson County Hospital; and

WHEREAS, improvements need to be made to the hospital facility and the Hospital Authority proposes to issue \$500,000 in principal amount of revenue bonds for the purpose of acquiring the funds necessary to provide such improvements, and has made tentative arrangements for the sale of such bonds; and

WHEREAS, the proposed improvements have been outlined to the governing bodies of the parties hereto and such improvements are deemed to be needed so that the hospital facilities will comply with the existing standards for such health care facilities; and

WHEREAS, the current Lease Agreement between the identical parties (dated as of May 13, 1969, the same having been approved for execution on behalf of the County by order of the Commissioners' Court of Johnson County adopted on May 13, 1969) is now scheduled to expire at 12:00 Midnight on the 1st day of August, 1988, unless sooner terminated and the term thereof should be extended so as to accommodate the two series of revenue bonds which the Authority proposes to issue; now therefore

W I T N E S S E T H

The County hereby demises and leases unto the Authority and the Authority hires and takes from the County all that certain property which is described in the Lease Agreement hereinabove mentioned (all of which is collectively known as the "demised premises"):

TO HAVE AND TO HOLD THE DEMISED PREMISES for the term to commence upon the date of this Revised Lease Agreement and to end at 12:00 Midnight on the 1st day of August, 1999, unless sooner terminated as hereinafter provided.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the County and the Authority that this Revised Lease Agreement is made upon the foregoing and following terms, covenants and conditions, and the County and Authority hereby mutually covenant and agree to perform each and every one of the terms, covenants and conditions of this Revised Lease Agreement on their respective parts to be performed:



SECTION 1: The Lease Agreement hereinabove mentioned is hereby incorporated into and made a part hereof for all purposes and such agreement, except as modified by the provisions hereof, shall remain in full force and effect until 12:00 Midnight on the 1st day of August, 1999, unless sooner terminated as permitted under such incorporated agreement. That for the purposes of clarity, the following provisions are hereby added to the incorporated Lease Agreement:

- (1) "Section 5.01" - All of the language which is now included in the Lease Agreement as Article V shall for the purposes of this Revised Lease Agreement be hereinafter referred to as Section 5.01.
- (2) "Section 5.02" - The basic rent due to the County from August, 1988 through August, 1999 shall be \$1,000 per annum payable on August 1, 1989, and on August 1 of each year thereafter through August 1, 1998.
- (3) "Section 5.03" - The parties hereto recognize that (1) as of the date of this Revised Lease Agreement, all obligations in the form of time warrants issued by the County (the warrants and underlying contractual obligations of the County being that mentioned in the last paragraph of Section 1.02 and in Article V of the Lease Agreement), as well as all of the revenue bonds heretofore issued by the Authority, have been paid and are no longer outstanding; and (2) that said series of warrants and revenue bonds issued by the Authority have been retired by the Authority in advance of their regularly scheduled maturities, and that all of the basic rent required to be paid by the Authority under Article V of the Lease Agreement from the date hereto through the original term of the Lease Agreement (August 1, 1988) has been paid and the Authority has the right, so long as it pays the additional rent specified in Section 3.04 and 6.05 of the said Lease Agreement, to the continued use and occupancy of the demised premises during the original term of the Lease Agreement as amended and revised by this Revised Lease Agreement, and (3) the alterations proposed to be made with the proceeds of the revenue bonds now proposed to be issued (\$500,000 "Johnson County Hospital Authority Revenue Bonds, Series 1977"), and any made since the date of the Lease Agreement, have been or are hereby approved by the County as contemplated by Section 1.04 of the Lease Agreement.

SECTION 2: It is the purpose and intent of the parties that as the Lease Agreement is modified hereby with the additional provisions and clarification added, the same shall continue in force and effect as the Revised Lease Agreement of the parties.

IN WITNESS WHEREOF, this REVISED LEASE AGREEMENT has been executed by the parties in duplicate as of the date mentioned in paragraph one of this instrument although actually executed on the 18 day of March, 1977.

JOHNSON COUNTY, TEXAS

BY: [Signature]  
County Judge

ATTEST:

Joe L. Townes  
County Clerk and Ex-Officio  
Clerk of the Commissioners' Court  
of Johnson County, Texas

(Com. Crt. Seal)

JOHNSON COUNTY HOSPITAL AUTHORITY

BY: [Signature]  
President, Board of Directors

ATTEST:

Wm. Willard Baker  
Secretary, Board of Directors

(Corporate Seal)

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, a Notary Public in and for Johnson County, Texas, on this day personally appeared C.C. COOKE, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the County Judge of Johnson County, Texas, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of Johnson County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of March, 1977.

Joe L. Townes  
Notary Public in and for  
Johnson County, Texas

(Notary Seal)

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A Notary Public in and for Johnson County, Texas, on this day personally appeared DAVE' SOWELL, President of the Board of Directors of JOHNSON COUNTY HOSPITAL AUTHORITY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said JOHNSON COUNTY HOSPITAL AUTHORITY, a body politic and corporate, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of JOHNSON COUNTY HOSPITAL AUTHORITY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of March, 1977.

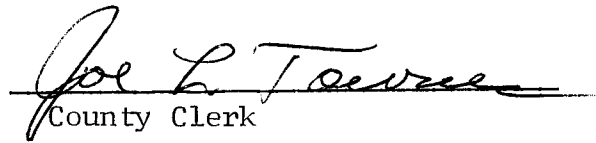
Reva Bryan  
Notary Public in and for  
Johnson County, Texas

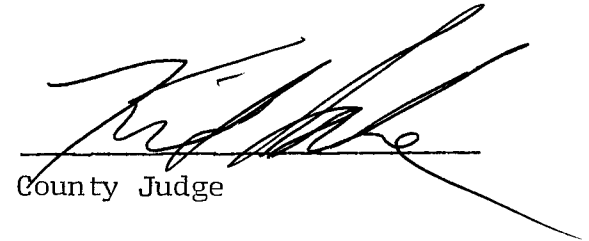
(Notary Seal)

All voted aye

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

All voted aye.

  
County Clerk

  
County Judge

...oo0oo...

#### CONTRACT AND AGREEMENTS BETWEEN

1. Johnson County and the Architect Thompson/Parkey Associates, Inc.
2. Johnson County and the Contractor Ed A. Wilson, Inc.
3. Johnson County and the Contractor Southern Steel Company.

#### THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

## Standard Form of Agreement Between Owner and Architect

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

### AGREEMENT

made this Fourteenth day of March in the year of Nineteen  
Hundred and Seventy-Seven

BETWEEN the Owner: The Johnson County, State of Texas

and the Architect: Thompson/Parkey Associates, Inc. Architects and Planners

For the following Project:  
(Include a detailed description of Project location and scope)

Administration of the Construction Contract for a renovation of/and addition to the  
Johnson County Jail.

The Owner and the Architect as set forth below

## FIXED FEE

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
- A. FOR BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of a FIXED FEE  
Four Thousand Five Hundred and No/100----- dollars (\$4,500.00----- ).
- B. FOR ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:
1. Principals' time at the fixed rate of Thirty-Five ----- dollars (\$ 35.00-----) per hour.  
For the purpose of this Agreement, the Principals are:  
James M. Parkey  
Barry A. Thompson
  2. Employees' time (other than Principals) at a multiple of two and one-half  
( 2-1/2 ) times the employees' Direct Personnel Expense as defined in Article 4.
  3. Services of professional consultants at a multiple of one  
( 1 ) times the amount billed to the Architect for such services.
- C. AN INITIAL PAYMENT of Waived ----- dollars (\$ ----- )  
shall be made upon the execution of this Agreement and credited to the Owner's account.
- D. FOR REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.
- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:
- A. IF SCOPE of the Project is changed materially, compensation shall be the subject to renegotiation.
- ~~B. IF THE SERVICES covered by this Agreement have not been completed within one hundred eighty  
Calendar Days (180) of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph B shall be subject to renegotiation.~~
- B. IF THE SERVICES covered by this Agreement have not been completed within one hundred eighty Calendar days (180) or a reasonable time thereafter, the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

## TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

### ARTICLE 1

#### ARCHITECT'S SERVICES

##### 1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 14 as Basic Services.

##### SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

##### DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

##### CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

##### BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement

of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

##### CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract

Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

**1.1.16** The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

**1.1.17** The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

**1.1.18** The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

**1.1.19** The Architect shall prepare Change Orders.

**1.1.20** The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

**1.1.21** The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

## **1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

**1.2.1** If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

**1.2.2** Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

**1.2.3** The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

**1.2.4** Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

## **1.3 ADDITIONAL SERVICES**

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.

**1.3.1** Providing analyses of the Owner's needs, and programming the requirements of the Project.

**1.3.2** Providing financial feasibility or other special studies.

**1.3.3** Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

**1.3.4** Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

**1.3.5** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

**1.3.6** Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

**1.3.7** Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

**1.3.8** Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

**1.3.9** Providing services for planning tenant or rental spaces.

**1.3.10** Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

**1.3.11** Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

**1.3.12** Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

**1.3.13** Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type

set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.19 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## ARTICLE 2

### THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information, including a complete program, regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

## ARTICLE 3

### CONSTRUCTION COST

3.1 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 The cost of labor, materials and equipment furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the



Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

**3.5** When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

**3.5.1** If the Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

**3.5.2** When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

#### **ARTICLE 4**

##### **DIRECT PERSONNEL EXPENSE**

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.

#### **ARTICLE 5**

##### **REIMBURSABLE EXPENSES**

**5.1** Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employ-

ees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

**5.1.1** Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

**5.1.2** Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

**5.1.3** If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

**5.1.4** Expense of computer time for professional services when included in Paragraph II.

**5.1.5** Expense of computer time when used in connection with Additional Services.

#### **ARTICLE 6**

##### **PAYMENTS TO THE ARCHITECT**

**6.1** Payments on account of the Architect's Basic Services shall be made as follows:

**6.1.1** An initial payment as set forth in Paragraph II is the minimum payment under this Agreement.

**6.1.2** Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase .....	15%
Design Development Phase .....	35%
Construction Documents Phase ...	75%
Bidding or Negotiation Phase ....	80%
Construction Phase .....	100%

**6.1.3** If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the Architect, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph II for Additional Services.

**6.2** Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

**6.3** No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

**6.4** If the Project is suspended for more than three months or abandoned in whole or in part, the Architect

shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

#### ARTICLE 7

##### ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

#### ARTICLE 8

##### TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- 20 percent if termination occurs during the Schematic Design Phase; or
- 10 percent if termination occurs during the Design Development Phase; or
- 5 percent if termination occurs during any subsequent phase.

#### ARTICLE 9

##### OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

#### ARTICLE 10

##### SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to

the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

#### ARTICLE 11

##### ARBITRATION

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### ARTICLE 12

##### EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

#### ARTICLE 13

##### GOVERNING LAW

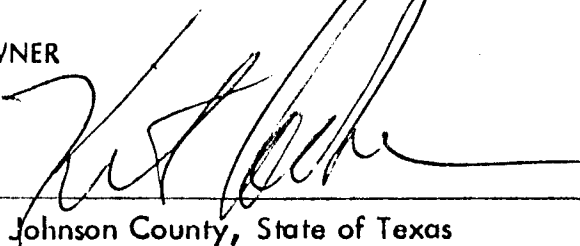
Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

**ARTICLE 14**  
**OTHER CONDITIONS OR SERVICES**

**14.1**      **Article 1, Paragraphs 1.1.1 through 1.1.9 are deleted from this Contract.**

This Agreement executed the day and year first written above.

OWNER



Johnson County, State of Texas

ARCHITECT



Thompson/Parkey Associates, Inc.

## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

**AGREEMENT**

made this Fourteenth day of March in the year of Nineteen  
Hundred and Seventy-Seven

**BETWEEN** the Owner: Johnson County, State of Texas

and the Contractor: Ed A. Wilson, Inc. General Contractors  
Ft. Worth, Texas

the Project: A renovation of and an addition to the existing Johnson County Jail

the Architect: Thompson/Parke Associates, Inc. Architects and Planners

The Owner and the Contractor agree as set forth below.

**ARTICLE 1****THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

**ARTICLE 2****THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for **general construction of:**  
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The renovation of the existing jail building and the addition of a new wing to the jail building for Johnson County, located on Mills Street in Cleburne, Texas. The project consists of the existing jail building to be renovated and remodeled and a new detention wing to be attached to the existing building through a new vestibule.

**Contractor's Duties:**

Except as specifically noted, provide and pay for:

- a. Labor, materials and equipment.
- b. Tools, construction equipment and machinery.
- c. Water, heat, and utilities required for construction.
- d. Other facilities and services necessary for proper execution and completion of work.
- e. Performance and Labor and Materials Payment Bond in an amount equal to the contract amount in a form and by sureties acceptable to the Owner.

**ARTICLE 3****TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced \_\_\_\_\_

and completed in accordance with Exhibit A \_\_\_\_\_

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

No extension of time will be allowed for rain, snow, sleet, hail, or other weather conditions which delay work except as follows:

1. Weather or site conditions which prevent work on project in excess of ten (10) days. The Contractor shall allow for ten (10) calendar days lost time due to weather and/or site conditions in calculating his time requirements.
2. Floods, tornadoes, or other extremely severe weather conditions which damage the work in progress or the site, shall be allowed as "extension time" to extend to time required to restore the damage.

The Owner will suffer financial loss if the project is not substantially completed on the date set forth in the Contract Documents. The Contractor shall be liable for and shall pay to the Owner the sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the work is substantially completed: Total Project (both renovation and new construction): \$5.00 per calendar day per prisoner (by actual count).

ARTICLE 4**CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

(State here the lump sum amount, unit prices, or both, as desired.)

Base Bid	\$224,000.00	
Alternate #2	1,850.00	
Revisions as Required by Texas		
Commission on Jail Standards		
(Addendum No. 5)	20,000.00	
Revisions authorized by Johnson County		
(Addendum No. 6)	( 2,159.00)	DEDUCT
Performance and Labor and Materials		
Payment Bond	<u>2,240.00</u>	
Total Contract	\$245,931.00	

ARTICLE 5**PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **Twentieth (20th)** day of each month **Ninety (90)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **Ninety (90)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to **Fourteen (14)** days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **Ninety (90)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

## FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor Thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

## MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Standard form of Agreement Between Owner and Contractor for a Stipulated Sum, AIA Document A101
2. Conditions of the Contract
3. Construction Drawings, dated 14 Dec 76, consisting of sheets S1-2, A1-10, M1-5, and E1-4.
4. Specifications entitled "Johnson County Jail Renovation and Addition"
5. Addenda 1 - 4
  - #1 - 30 December 1976
  - #2 - 5 January 1977
  - #3 - 6 January 1977
  - #4 - 13 January 1977
6. Revisions to construction drawings and specifications, dated 4 February 1977 (Addendum #5)
7. Revisions to construction drawings and specifications, dated 10 March 1977 (Addendum #6)
8. Alternate Bid #2 - Appliances
9. Performance and Labor and Materials Payment Bond

This Agreement executed the day and year first written above.

OWNER Johnson County, State of Texas

CONTRACTOR Ed A. Wilson, Inc.

[Signature] Ed A. Wilson, Inc. - PRES.

## EXHIBIT "A"

It is hereby agreed between the Contractor and the Owner that the contractor may begin work on exterior portions of the contract on March 24, 1977, and that progress payments will be paid for labor so performed.

It is further agreed by and between the Owner and the Contractor that the Owner will vacate the present jail facility on May 2, 1977, and that the ninety (90) day term provision for the attached contract shall commence on that date in accordance with Article Three of the attached contract. Contractor agrees that the work provided for under the attached contract shall be completed on or before July 30, 1977, and that beginning July 30, 1977, liquidated damages provision of Article 3 of the attached contract shall go into full force and effect.



## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
**STIPULATED SUM**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

*Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

**AGREEMENT**

made this Fourteenth day of March in the year of Nineteen  
Hundred and Seventy-Seven

**BETWEEN** the Owner: Johnson County, State of Texas

and the Contractor: Southern Steel Company  
San Antonio, Texas

the Project: A renovation of and an addition to the existing Johnson County Jail

the Architect: Thompson/Parkey Associates, Inc., Architects and Planners

The Owner and the Contractor agree as set forth below

**ARTICLE 1****THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

**ARTICLE 2****THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for **Jail Security (detention) Equipment For:**  
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The renovation of the existing jail building and the addition of a new wing to the jail building for Johnson County, located on Mills Street in Cleburne, Texas. The project consists equipment for the existing jail building to be renovated and and remodeled and a new detention wing to be attached to the existing building through a new vestibule.

**Contractor's Duties:**

Except as specifically noted, provide and pay for:

- a. Labor, materials and equipment.
- b. Tools, construction equipment and machinery.
- c. Other facilities and services necessary for proper execution and completion of work.
- d. Performance and Labor and Materials Payment Bond in an amount equal to the contract amount in a form and by sureties acceptable to the Owner.

**ARTICLE 3****TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced \_\_\_\_\_

and completed in accordance with Exhibit A

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

No extension of time will be allowed for rain, snow, sleet, hail, or other weather conditions which delay work except as follows:

1. Weather or site conditions which prevent work on project in excess of ten (10) days. The Contractor shall allow for ten (10) calendar days lost time due to weather and/or site conditions in calculating his time requirements.
2. Floods, tornadoes, or other extremely severe weather conditions which damage the work in progress or the site, shall be allowed as "extension time" to extend to time required to restore the damage.

The Owner will suffer financial loss if the project is not substantially completed on the date set forth in the Contract Documents. The Contractor shall be liable for and shall pay to the Owner the sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the work is substantially completed: Total Project (both renovation and new construction): \$5.00 per calendar day per prisoner (by actual count).

ARTICLE 4**CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of

(State here the lump sum amount, unit prices, or both, as desired.)

Base Bid	\$108,070.00
Revisions as required by Texas Commission on Jail Standards (Addendum #5)	7,309.00
Performance and Labor and Materials	
Payment Bond	540.00
Total Contract	\$115,919.00

ARTICLE 5**PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **Twentieth (20th)** day of each month **Ninety (90)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **Ninety (90)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to **Fourteen (14)** days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **Ninety (90)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

## ARTICLE 6

## FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor Thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

## ARTICLE 7

## MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

1. Standard form of Agreement Between Owner and Contractor for a Stipulated Sum, AIA Document A101
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3. Construction Drawings, dated 14 Dec 76, consisting of sheets S1-2, A1-10, M1-5, and E1-4.
4. Specifications entitled "Johnson County Jail Renovation and Addition"
5. Addenda 1 - 4
  - #1 - 30 December 1976
  - #2 - 5 January 1977
  - #3 - 6 January 1977
  - #4 - 13 January 1977
6. Revisions to construction drawings and specifications, dated 4 February 1977 (addendum #5)
7. Revisions to contract construction drawings and specifications, dated 10 March 1977 (Addendum #6)
8. Performance and Labor and Materials Payment Bond.

This Agreement executed the day and year first written above.

OWNER Johnson County, State of Texas

CONTRACTOR Southern Steel Company

By: David J. Factor  
Executive Vice President

## EXHIBIT "A"

It is hereby agreed between the Contractor and the Owner that the contractor may begin work on exterior portions of the contract on March 24, 1977, and that progress payments will be paid for labor so performed.

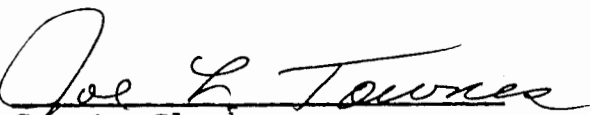
It is further agreed by and between the Owner and the Contractor that the Owner will vacate the present jail facility on May 2, 1977, and that the ninety (90) day term provision for the attached contract shall commence on that date in accordance with Article Three of the attached contract. Contractor agrees that the work provided for under the attached contract shall be completed on or before July 30, 1977, and that beginning July 30, 1977, liquidated damages provision of Article 3 of the attached contract shall go into full force and effect.

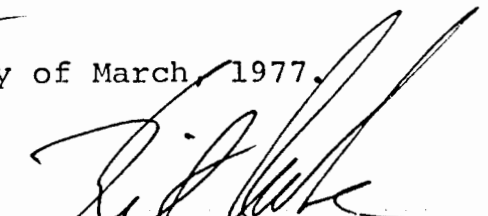
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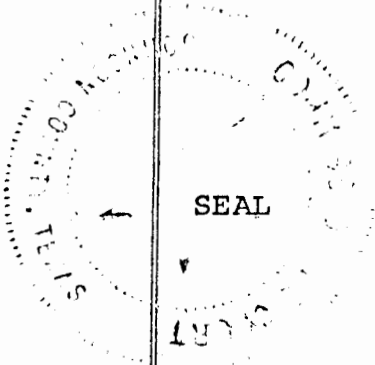
THE STATE OF TEXAS :  
COUNTY OF JOHNSON :

We, the undersigned, being the County Judge and County Clerk of Johnson County, Texas, do hereby certify that the County has used its own funds together with the proceeds from the sale of the Johnson County Certificates of Obligation, Series 1977, dated April 1, 1977, in the aggregate principal amount of \$170,000, to renovate and improve the County Jail in Cleburne, Texas, and that such renovation and improvements have been made in compliance with the rules and regulations for minimum standards as prescribed by the State Jail Standards Commission, Rule 003.02.010.001.

SIGNED AND SEALED the 25 day of March, 1977.

  
County Clerk

  
County Judge

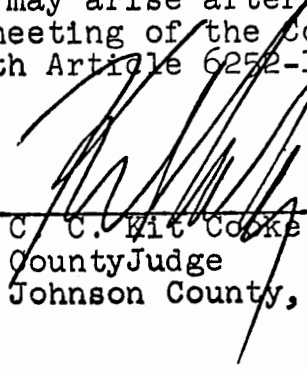


A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
 COUNTY COURTHOUSE - CLEBURNE, TEXAS  
 APRIL 1, 1977 - 9:00 A.M.  
 COUNTY COURTROOM

1. Invocation
2. Reading of previous Minutes
3. Payment of monthly bills
4. Mr. Bob Rogers to present preliminary plat of Colony Hills, sub-division located outside of Venus
5. Discuss dividing Joshua and Burleson Voting Boxes
6. Letter from Atchison, Topeka and Santa Fe Railway Company relative to increase in rent agreement on Joshua Precinct # barn
7. Mr. John Frank Agee and Mr. Larry Middleton regarding Oak View Farm Sec. 1
8. Mr. Maurice Shepard regarding Highway 600
9. Sheriff Stuart Huffman relative to moving Jail Facilities to Courthouse during construction on new Jail renovation

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

  
 C. C. Witte  
 County Judge  
 Johnson County, Texas

Posted: March 28, 1977  
 11:00 A.M.  
 Johnson County Courthouse

APRIL 1, 1977

Invocation was given by C. W. Atwood, Commissioner of Precinct No.

Judge Cooke called the court into executive session.

It was announced in open court by Judge Cooke that the attorney

A motion was made by Commissioner Reese and seconded by Commissioner [redacted] to approve the preliminary plat of Colony Hills, as presented by [redacted]. Colony Hills is located outside the City limits of Venus.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to authorize the County Clerk to divide voting boxes 9 at Joshua and 10 at Burleson, as presented by O. B. Hadley, Commissioner Precinct No. 2 and County Clerk, Joe L. Townes. To have the County Attorney to define the lines and prepare the metes and bounds description. This to be completed by July 1, 1977.

All voted aye.

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SUPPLEMENTAL AGREEMENT, made as of this 1st  
day of March, 1977, between  
THE ATCHISON, TOPEKA AND SANTA FE

RAILWAY COMPANY, a Delaware corporation,  
hereinafter referred to as "Santa Fe", and JOHNSON COUNTY, TEXAS,  
a political subdivision of the State of Texas, acting  
herein by its County Judge, hereunto duly authorized by  
order of its Commissioner's Court,  
hereinafter, whether one party or more, referred to as "Second  
Party".

RECITALS:

Santa Fe and Second Party are now parties to a contract dated July 1, 1957,  
Santa Fe's Secretary's Contract No. CCSF 33863, together with any and all modifications, sup-  
plements and amendments thereto, being hereinafter referred to as "Original Contract", under  
which Second Party pays Santa Fe a compensation of \$120.00 per year for the use of  
a portion of Santa Fe property at or near Joshua, Johnson County, Texas  
as a site for a warehouse and storing equipment.

The parties desire to modify the Original Contract as hereinafter provided.

AGREEMENT:

It is mutually agreed that effective April 1, 1977  
the compensation section of the Original Contract is hereby changed to read, as follows:  
"Second Party shall pay to Santa Fe on or before the first day of each period of one year  
during the continuance of this contract as compensation for the use of the Premises for  
such period the sum of One Hundred Fifty and No/100 - - - - - Dollars  
(\$150.00). Santa Fe may revise the amount of such annual compensation  
after the end of each three year period during which this contract may remain in ef-  
fect, and without affecting the right of either party hereto to terminate this contract at  
any time as may be provided elsewhere herein."

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement  
in duplicate as of the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By [Signature]

Its Assistant to General Manager

JOHNSON COUNTY, TEXAS

By [Signature]

Its

(Second Party)

## R E S O L U T I O N

--oOo--

BE IT KNOWN that on this the 1 day of April, 1977, at a regular meeting of the Commissioner's Court of the County of Johnson, Texas, there came on to be considered the matter of the execution of a supplemental agreement between the said Commissioner's Court of Johnson County, Texas, and The Atchison, Topeka and Santa Fe Railway Company, relating to increase in annual rental on agreement dated July 1, 1957, covering lease of site for a warehouse and storing equipment in said Johnson County, Texas, whereupon the following proceedings were had:

It was moved, seconded and unanimously voted that [Signature], County Judge, be authorized and empowered to execute on behalf of the Commissioner's Court of Johnson County, Texas, such agreement, copy of which is hereto attached, and the same be recorded in the Minutes of the Commissioner's Court at the foot of this resolution.

STATE OF TEXAS )

COUNTY OF JOHNSON )

I, Joe L. Townes, Clerk of the County Court and Exofficio Clerk of the Commissioner's Court of Johnson County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an order of the Commissioner's Court as had and entered of record at the April term, 1977, granting C.C. Kit Cooke, County Judge of Johnson County, Texas, authority to execute a supplemental agreement with The Atchison, Topeka and Santa Fe Railway Company, pertaining to the use of a site at Joshua, Johnson County, Texas, for a warehouse and storing equipment.

To certify which, witness my hand and seal of said Court, at office in Cleburne, Texas, this 1st day of March, 1977.

Joe L. Townes  
Clerk, County Court, Johnson County, Texas

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All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to inform Mr. Frank Agee and Larry Middleton that any road through ✓✓ Oak View Farms Section 1, will have to be approved by Loyd H. Reese, Commissioner Precinct No. 3.

All voted aye.

✓ A large group of citizens from the Northern part of Johnson County appeared before the court requesting that County Road 600 be repaired and enlarged and made a State Road. That speed limits be placed on the road. That an application to the State Highway Department be sent by the court.

✓ A proposal by Maurice Sheppard was to send an application to the State Highway Department to have a road built from Crowley through Burleson down Renfro Street to old Alvarado Highway and continue to Happy Hill to Mansfield.

✓ Mr. Sid Straughn proposed improvement from I-35 to Happy Hill. Helen Wallis favored I-35 to Happy Hill, as did Linda Gill, who brought up the question of dividing of the County tax money between the Commissioners Precincts on a population and road use basis. Howard Price and Ronald Rose favored improving CR 600 from I-35 to Happy Hill.

After further discussion of the matter the following motion, made by C. W. Atwood and seconded by Commissioner B. B. Aldridge, was passed.

✓ That the Commissioners' Court meet with J. R. Stone, District Highway Engineer for this District, to seek advice and guidance as to what avenues are open to the court in making application to the State for help on improving CR 600 - and that the matter be brought back to the court for necessary action also speed limits on certain County Roads, as presented by each Commissioner will be voted on at the next regular court meeting, April 11, 1977.

All voted aye.

✓ The following bids were received on a Crawler Loader for Precinct No. 3. None of the bids were accepted as Commissioner Reese needed time to study each bid.

✓ Will be placed on the April 11, 1977, Agenda for official action by the court.

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**HI-WAY MACHINERY COMPANY**

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ROAD MACHINERY  
CONSTRUCTION AND  
GRADING EQUIPMENT

3612 COMMERCE ST., DALLAS, TEXAS 75226  
PHONE A.C. 214 824-8168

March 21, 1977

Mr. Robert Wylie  
Johnson County  
Cleburne, Texas 76031

Dear Mr. Wylie,

Thank you for the bid invitation and I regret that we  
do not have a machine to offer.

Sincerely,

HI-WAY MACHINERY COMPANY

  
Don Ellis  
Sales Representative

DE:ds

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SMC

March 18, 1977

Johnson County  
Office of the County Auditor  
Johnson County Courthouse  
Cleburne, Texas 76031

Attention: Honorable Judge and Members of  
the Commissioners Court

Subject: Invitation to Bid on New Crawler Loader  
Bid Opening Date: 5:00 P.M., March 31, 1977

Gentlemen:

We regret that we will not be able to bid on the subject invitation since, at the present time, we have nothing to offer to meet your requirements.

We will appreciate your keeping us on your Vendors' List to receive bids on all of your street and maintenance requirements as they come up from time to time.

Yours truly,

SABINE MACHINERY CO.



STEWART T. TRAWICK  
President

STT/pat

658



QUOTATIONS OR OFFERINGS ARE SUBJECT TO PRIOR SALE, WITHDRAWAL OR OTHER DISPOSITION WITHOUT NOTICE, AND UNLESS OTHERWISE STATED ARE F. O. B. PRESENT LOCATIONS PROPERLY SIGNED BILLS OF LADING SHALL CONSTITUTE DELIVERY. WE RESERVE THE RIGHT TO CORRECT ANY CLERICAL OR STENOGRAPHIC ERRORS. ALL AGREEMENTS ARE SUBJECT TO DELAYS ARISING FROM CAUSES BEYOND OUR CONTROL. BUYER TO PAY ALL TAXES WHICH MIGHT APPLY TO MATERIALS AND EQUIPMENT RENTED OR SOLD.



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**Case Power & Equipment**

305 W. Hwy. 80 (E. IH 20)  
 P. O. Box 347  
 Mesquite, Texas 75149  
 Phone 214 288-6421

March 30, 1977

Johnson County  
 Cleburne, Texas

Attention: Mr. Robert M. Wylie

Dear Mr. Wylie:

We submit the attached bid for one 1977 Case Crawler Loader, Model 1450.

In addition to all basic equipment, as indicated on our specification sheet, the unit will be equipped with:

2 1/4 cu yd loader	Reversible fan
Self leveling bucket	Heavy duty grille
2 1/4 cu yd with teeth	Transmission guard
Drawbar	Lights - 2 front, 1 rear
15" Semi-grouser, closed center	Return to dig
3000 lb counterweight	Automatic height control
lockup kit	Sand screen
engine side shields	

Price 1977 Model Case 1450 Crawler Loader ..... \$63,905.00

Less trade-in of Case 1150 Crawler Loader ..... 28,028.00

TOTAL TRADE DIFFERENCE ..... \$35,877.00

Yours truly,

CASE POWER & EQUIPMENT

*Frank Hayward*  
 Frank Hayward  
 General Manager

FH:jw

Att.

CC: A. C. Prude



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660

**DARR EQUIPMENT CO.****QUOTATION****YOUR CATERPILLAR® DEALER**

DALLAS • LONGVIEW • WICHITA FALLS • WACO • TEXARKANA

DATE

March 28, 1977

ADDRESS	DELIVERY
P. O. Box 20737	Stock - Subject to prior sale
Dallas, Texas 75220	
TO	F.O.B.
Johnson County Commissioners Court	Alvarado, Texas
Precinct # 3	TERMS
c/o Johnson County Courthouse	Available
Cleburne, Texas 76031	
	SIGNED
	<i>J. E. McNamara</i>
Prices quoted are firm for a period of _____ days.	J. E. McNamara

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX. WEIGHT LBS.	UNIT PRICE	EXTENSION
One	<p>New Caterpillar 955 Traxcavator, Series L, 68 inch gauge, includes diesel engine with 24 volt direct electric starting, 19 ampere alternator, blower fan, fuel priming pump, muffler, crankcase guard, hood side doors, power shift transmission, 17 inch double grouser tracks (36 section), hydraulic track adjusters, ROPS canopy and seat belt.</p> <p>2 yd. General purpose bucket 8 Teeth Cab Heater Fuel Tank Caplock Hydraulic Tank Caplock Reverse Alarm Horn</p> <p>Less trade-in one used Case 1150 Track Loader s/n 7109769 w/ 1 1/2 yd. General Purpose bucket w/teeth, cab and heater.</p> <p>Net F.O.B. Johnson Co. Pct # 3 Alvarado, Texas</p> <p>Terms Available Warranty - Three years The standard Caterpillar Tractor Co. warranty on the basic machine will be extended by Darr Equipment Co. for an additional 30 months to provide a full three year warranty. A copy of the standard warranty is enclosed.</p>		34,215#	\$62,029.00	
				17,880.00	
				<u>\$44,150.00</u>	

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ABILENE - AMARILLO - CORPUS CHRISTI - DALLAS - HOUSTON - LONGVIEW - LUBBOCK - ODESSA - SAN ANTONIO

## QUOTATION

Store  
Address  
PLAINS MACHINERY COMPANY  
305 Exposition  
Dallas, Texas 75226

Date MARCH 23, 1977

Customer  
Address  
JOHNSON COUNTY  
Court House  
Cleburne, Texas 76031

This quotation valid for 30 days

ITEM NO.	QUAN.	DESCRIPTION	TOTAL WT.	TOTAL LIST PRICE
	One	<p>International 175, Series C Payloader with:</p> <p>Enclosed cab 1500 lb. counterweight Exhaust pipe extension Vented battery box Heater and defroster (50,000 B.T.U.) Ether starting 45 amp. alternator 2 cu. yd. general purpose bucket w/teeth Other standard equipment as per attached specification sheet.</p> <p>F.O.B. Your Yard Alvarado, Texas</p> <p>Less Trade Allowance for your Case 1150 Serial #7109796</p> <p>Net Cash Difference</p> <p>Delivery - 30 to 60 days</p>		<p>\$61,895.00</p> <p>17,311.00</p> <p><u>\$44,584.00</u></p>

All Prices are F.O.B. Point of Origin unless otherwise shown and are subject to change without notice.  
Subject to conditions listed above, plus applicable taxes.

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PLAINS MACHINERY COMPANY

By:

Charles B. Pace, Sales Manager

PMCS

QUOTATION 662

## SHAW EQUIPMENT COMPANY

Phones: Dallas 214/421-7341 — Ft. Worth 817/275-0221

P. O. Box 5687

South Lamar and Grand Avenue

Dallas, Texas 75222

Date March 31, 1977

To: Hon. County Judge & Commissioners' Court  
Johnson County  
Cleburne, Texas 76031

We are pleased to quote F.O.B. Johnson County, Texas on the following:

Quantity	Description	Total
1	New Fiat-Allis Model FL10-B Crawler Loader equipped with Diesel Engine, Hour Meter, 2 Yd. Bucket, Bucket Teeth, Vandalism Kit, Guard System, Automatic Bucket Positioner & Lift Kickout, Muffler, Enclosed ROPS Cab, Seat Belt, Heater, 15" Semi-Grouser Shoes	\$49,930.00
	Less Trade-In: Case 1150	14,000.00
	NET PRICE FOB JOHNSON COUNTY, TEXAS	\$35,930.00

WARRANTY: One Year (12 Months)

ALL TAXES, SALES OR OTHERWISE, TO BE PAID BY PURCHASER OR LESSEE. PRICES SUBJECT TO CHANGE TO PRICES IN EFFECT AT TIME OF SHIPMENT. This quotation is subject to acceptance within 30 days from date. All orders are accepted subject to delays occasioned by accidents, strikes, fires, or compulsory or voluntary application of priority preference ratings, or other causes beyond our control. Rights reserved to correct any clerical or stenographic errors.

Estimated Delivery Date 1 Day (Cab 10 Days)

Shipping Weight 32,200#

Quotation No. 257

SHAW EQUIPMENT COMPANY

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By Bud Krueger, Sales Manager



663  
**SHAW EQUIPMENT COMPANY**

Phones: Dallas 214/421-7341 — Ft. Worth 817/275-0221  
P. O. Box 5687  
South Lamar and Grand Avenue  
Dallas, Texas 75222



Road Building Machinery • Contractors Equipment & Supplies  
"Big Enough to Serve You Small Enough to Know You"

3/31/77

Hon. County Judge & Commissioners' Court  
Johnson County  
Cleburne, Texas 76031

Terms for the attached quotation on One New Fiat-  
Allis Crawler Loader Model FL10-B are as follows:

New FL10-B	\$49,930
Less Case 1150	14,000
Net Difference	<u>\$35,930</u>

TERMS:

\$11,975 plus trade-in down

\$12,933 due 4/1/78

\$12,460 due 4/1/79

Interest Rate of 4% simple figured in  
payments.

*Q. E. Krieger*  
Q. E. Krieger  
Sales Manager

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**LORAIN**  
Dealer



**Poclain**  
Dealer

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**Trinity Equipment Company**

P.O. Box 8486  
Randol Mill Road & Loop 820 Fort Worth, Texas 76112  
Telephone (817) 451-8094

March 23, 1977

Johnson County  
Johnson County Auditor  
Cleburne, Texas

Attention: Mr. Robert M. Wylie

Dear Sir:

We are pleased to make the following quotation on new John Deere 755 Crawler Loader which meets or exceeds your specifications as per bid.

One (1) new JD755 Crawler Loader	\$59,181.25
W/2 Yard Bucket	
Complete F.O.B. Johnson County	
Precinct #3	
Trade allowance for One (1) used Case	19,186.25
#1150 Crawler Loader	
Net Difference	39,995.00

Warranty: One year or 1500 hours

Terms: Net - cash on delivery

Delivery: 30 days

We thank you for this opportunity to quote you this machine and look forward to helping you again in the future.

Yours truly,

TRINITY EQUIPMENT COMPANY

*Albert G. Martin*  
Albert G. Martin  
Governmental Sales

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AGM/bb



A motion was made by Commissioner Hadley and seconded by Commissioner Reese to authorize the Sheriff to move Jail facilities to the courthouse during construction of the new jail renovation, and to approve the telephone company to move the telephone line for the radio equipment.

All voted aye.

**STUART HUFFMAN**

SHERIFF

JOHNSON COUNTY

CLEBURNE, TEXAS 76031

845-2501 OR 845-2781

EQUIPMENT AND ITEMS TO BE MOVED FROM THE JAIL.

1. RADIO CONSOLE.
2. DESK AND CHAIR FOR CONSOLE.
3. LARGE WOODEN CABINET BY THE RADIO.
4. TWO FILING CABINETS OF WARRANTS.
5. WOODEN FILING CABINET OF OFFENSE REPORTS.
6. EVIDENCE LOCKER.
7. BLACK FILING CABINET, RECORDS AND FINE MONEY.
8. 6FOOT X 8 FOOT RECORDS FILE.
9. FILING CABINET WITH CARD INDEX.
10. PRISONERS PROPERTY CABINET.
11. I.D. CAMERA.
12. 3FT X 4 FT FINGERPRINTING CABINET.
13. SIX DESKS AND CHAIRS.
14. ONE CORNER DESK AND CHAIR.
15. THREE FILING CABINETS.
16. EIGHT WALL LOCKERS.

THE FIRST 12 ITEMS LISTED ARE THE ABSOLUTE MINIMUM THAT CAN BE TAKEN.

All voted aye.

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The following petition of citizens in the Burleson Independent School District was presented to the court by Mrs. Leonard Kilburn.

She was advised that each Commissioner in Precinct No. 2 and No. 3 would place priorities on road work to be done.

April 1, 1977

Mrs. Leonard Kilburn  
Rt. 2 105 Colonial Parkway  
Burleson, Texas 76028

Judge Kit Cooke  
Commissioners Court  
Johnson County  
Cleburne, Texas

Dear Judge Cooke:

Please advise me in writing of the action, the Commissioners Court plans to take as a result of this request. In this way, I will be able to get your information back to the Burleson Elementary Parent Teachers Organization as soon as possible.

Thank you for being so cooperative.

Sincerely,

*Mrs. Leonard Kilburn*

Rt. 2 105 Colonial Parkway  
Burleson, Texas 76028  
295-4802

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Nola Dunn, Norwood, Brazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioners Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Mrs E. C. Wofford  
E. C. Wofford  
Mrs M. H. Powell  
M. H. Powell Jr.  
Sidney Sims  
Mr. M. L. Sims  
Bonnie Lecker  
Jimmie Bryson  
Mary Poole  
Linda L. Bryant  
Dolores Barr  
Arthur G. Tucker

Mrs Lynn Hill  
Gerrita Koefor  
Judit Koefor  
Linda Shelley  
Albert Shelley  
Marvin W. Preschke  
Gila L. Preschke  
Mrs Leonard Kilburn  
Renee Brown  
Frank R. Brown

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Home, Garden, Holwood, Frazier, and Mound Elementary Schools  
Parent Organizations of the Burleson Independent School District  
Burleson, Texas

Commissioners Court, Johnson County, Cleburne, Texas

Presented: Judge Kit Cocks

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Mrs. John E. Ross	Mrs. Frances Self
Mrs. W.E. Widener	Becky Marick
Mrs. Paul Dickson	James W. Finer
Mrs. Bill Kring	Joe White
Mrs. G.N. Gamble	W. C. Couch
Mrs. Everett Nelson	Edith Eldridge
Mrs. Linda Morton	Maurice Allen
Mrs. J.D. Duffel	Gay Griffith
Mrs. E. E. Brown	C.W. Duffin
M. Jan Mahon	
Mrs. Don Cloud	
Mrs. Sue Curtis	
Marge Walker	
Mrs. John Fay	
Margie Lee Nelson	
Jan Skewer	
Mrs. Norma Allen	

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Nola Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Ed W. Wallace Billy B. B. Gary L. Allen  
Harold Williams Lucie Shelton  
Shirley M. McClan S. L. Hollis  
Sue Stark Mrs. Glenn Watts  
Paul E. Egan Mrs. Pierce Henslee  
Shirley L. L. Hughes Mrs. Kenneth D. Hughes  
Dale Hood Jack Cape  
Mrs. Grant Pellow William H. H. H.  
Grant Pellow Pamela H. H. H.  
Edna Riley Christine Cape  
C. E. Johnson Becky Stanley  
Edward Terres Sue O'Bryen  
Jack D. Shelton Jackie Raspberry  
Pat Seesums

Miss Lee  
Sammy Kimbrow

Mrs. Gordon G. Box

Gordon G. Box

Cecil Crawford

E. O. Black

Robert Wolff

Allen D. Watts

Harce Page

Judy Chick

Ray Layman

Mary Layman

Billy Watson

Lyndell Davis

Lenny W. Davis

Michael Haas

Connie Haas

J. A. Morrison

Bonnie LeFevre

Tom May

Frank C. Ellwood

Florida Cleveland

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John Ralston

Ginny Ralston

Mrs. Heinz Nickerich

Mrs. Joyce Hamm

Jerry W. Hamm

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Notes: Dean, Hooten, Laxton, and Hooten Elementary Schools  
Parent Teacher Association one of the Johnson Independent School District  
Hooten, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Pat Cooke

We, as citizens within the Burleson Independent School Dist. #1,  
desire to petition the Commissioner's Court of Johnson County to take  
positive action to provide safer roads within Johnson County for use in  
getting school children to and from schools. Johnson County roads within  
our district in many cases are too narrow, obstructed with overhanging  
trees and other vegetation, and inadequately maintained. Traffic volume  
on these roads continues to increase without corresponding improvements  
and maintenance. Therefore, we respectfully request that the Commissioner's  
Court establish adequate standards for development and maintenance of  
county roads in accordance with their use and volume of traffic, and that  
existing funds and efforts be applied to road improvement in accordance  
with this plan.

Please advise us of the actions planned as a result of this request.

B. L. Metzger  
Pat Metzger  
Jesse E. Leonard  
Ratti Leonard  
B. R. Mullins, Jr.  
O. R. Overton  
Mr & Mrs Jimmie Taber  
Mr & Mrs Larry Booker  
Kay Chappell  
J. Chappell  
Mrs J. R. Thompson  
Edwin C. Wadley  
Mrs. D. Ware

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Mr + Mrs Don Rowell 502 Curtis Rd  
D. R. R. Charles Deymann  
Donald F Runkles  
Mary C Runkles  
Frank A Runkles

Mr + Mrs S. W. Festerberry  
George King - 107 Cherry Rd - Burlington, VT 76028  
George King 104 Cherry Lane, Burlington  
Mr + Mrs Ronnie Morris 102 Cherry Lane, Burlington

Mr + Mrs Leroy Cox 500 Curtis Rd  
J. J. Funderbiter  
Mr + Mrs Leroy Babbitt

Mr + Mrs George Kieckhefer - 113 Kankakee Rd

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No. 2 Burleson, Texas, and Mound Elementary School, Burleson, Texas, Independent School District, Burleson, Texas.

Case No. 100-10000 Johnson County, Cleburne, Texas  
ADDITIONAL Judge not needed

We, the citizens who are the Burleson Independent School District, desire to petition the Honorable Court of Johnson County, Texas, to take positive action to provide better roads within Johnson County, Texas, in getting school children to and from school. The Johnson County roads are in our district in many cases are too narrow, that is, less than 20 feet wide, and other vegetation, and inadequately maintained. It is our duty on these roads continues to increase without the necessary maintenance and maintenance. Therefore, we respectfully request that the Honorable Court establish adequate standards for development and maintenance of county roads in accordance with the Texas State Highway Department and local existing laws and efforts be applied to the improvement of our roads with this plan.

It is the policy of the State of Texas to provide for a better road system.

J. A. Van Zandt - 545 SANDRA Burleson, Texas, 76021  
Vicki Park - 216 Lester, Burleson, Texas 76028  
Mary Pressel - 537 N.W. Jarnett, Burleson, Texas  
Pat Winkley - 116 S.E. Harris, Burleson, Texas  
Marjorie Drury - 537 Jamie Lane, Burleson, Texas 76028  
Richard M. Bryan - 216 S.W. Taylor, Burleson, TX 76028  
Phyllis Garner - Rt 2 Box 27, Alvarado, TX. 76009  
Elaine Turner - P.O. 244 - 76028  
Joe S. Crockett - P.O. Box 153, Sedley, Tex 76044  
Linda Schaub - 119 Hill Top Cr. Burleson, Tex. 76028  
Robert Caton - RI 4 Box 434 GRANDVIEW TEX 76050  
Tom Brunson - 821 Southridge, Burleson TX 76028  
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Atty. General Rt. 1 Box 145 Bullen

John F. Kennedy Rt. 1, Box 933 Bullen

Edward Rouse 4292 Spruce Bullen

George H. Smith 232 Walling St. Bullen

William Stewart Rt. 1, Box 2046 Bullen

~~James E. Smith 4292 Spruce Bullen~~

Clara Beck 216 Stearns Bullen, Bullen

Samuel Beck 216 Stearns Bullen, Bullen

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No. 2 Dunn, Hornwood, Marler, and Mount Elementary Schools  
Parent Teacher Organizations of the Rattleson Independent School District  
Rattleson, Texas

TO: Comptroller and Board of Johnson County, El Paso, Texas

ATTENTION: Julie E. Cook

We, as citizens within the Rattleson Independent School District, desire to petition the Comptroller and Board of Johnson County to take positive action to provide better roads within Johnson County, Texas, getting school children to and from schools. Johnson County roads in our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvement and maintenance. Therefore, we respectfully request that the Comptroller and Board establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

James H. Williams  
H. C. Perdue  
Jackie Scott  
Brenda Bayne  
Susan Rauss  
Hlynda Huff  
Dorothy Foster  
Sandy Janusch  
Ernest E. Branch  
Kenneth Jaycee  
Frances Ledbetter  
Carole Kervell  
Jimmie Andrews

Nadene Pope  
Gynnette Jean  
Edna Joe Jr.  
Gnomia Scott  
Arda Byrne  
Virginia Lee  
Dmar Mc

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Nova Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Nova Dunn  
Mary Kent  
J.W. Luckett  
J. Luckett  
Carol Wright  
Carol Dunn  
Jean Price  
Edith Menor  
Sandy Williams  
Jimmy Minor  
Joan Nelson

Ann Brock  
Sandra Leach  
Dalia Molina  
Jean Stone  
Jenny Scholes  
Gosie Pérez  
Richard Perez  
Mrs. C.T. Latta  
Charles T. Latta  
Patti Owens  
Marjorie Hope

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Nota Dunn, Newwood, Paezler, and Nound Elementary Schools  
Parent Teacher Organizations of the Buelson Independent School District  
Bullock, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge K. C. Cooke

We, as citizens within the Buelson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Joyce D. Varn  
W. H.  
Lela Grammer  
Betty Bush  
Glenn Lewis  
Thayer A. Lewis Jr.  
Joann Witte  
James C. With  
Mrs. N. D. Stipan  
N. D. Stipan  
Sandra Babb  
Gale Dille  
Paul Babb

Connie Baruch  
Nancy Cline  
Mrs. Judy Beam  
Mr. Eldon Beam  
Mrs. Milton Jones  
Mrs. Larry Townsend  
Mrs. J. Sallier  
Irenda Yelliner  
Charles A. F.

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Home Park, Norwood, Brazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

FROM: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioners Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioners Court establish adequate standards for development and maintenance of county roads in accordance with the use and volume of traffic, and that all strong funds and efforts be applied to road improvement in accordance with this plan.

I am enclosing as an addendum to the act one planned as a result of this request.

Mrs. Taylor Kitham      Bob Surlin  
Brenda Fortberry  
Pat Padue  
Linda Herge  
Rick Newgley  
Martha Roberson  
Judy Stump  
Hilda Wright  
Don Miller  
Patty Arnold

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Note Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas:

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Art Coker

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide better roads within Johnson County to ease getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Mrs. G. G. Walker, Jr.  
St. L. Spurgeon  
Mr. & Mrs. John Edington  
Margaret L. Leeming  
Carlene Bailey  
Hannah McSherry  
Mr. and Mrs. Joseph W. Dillingham  
Mr. & Mrs. Bill Shaha  
Agnis L. Weil  
Mr. & Mrs. James R. Shepard  
Mrs. & Mrs. Ernest H. Mathias  
Mr. & Mrs. George B. Spess  
Mr. and Mrs. Clayton Boyd  
Charles McKeever  
Mr. & Mrs. E. L. Brown

Mrs. Carl Knott  
Mr. & Mrs. Don Ellison  
Mrs. Robert E. Smith  
Mrs. R. L. Zuster  
Mrs. J. D. Brinson  
Mrs. D. H. Pulliam  
Mr. & Mrs. Jack Brown  
Mrs. Peggy Moore  
Mrs. Allen M. Barber  
Mrs. Laurence Campbell  
Mrs. Charlene McBean  
Mrs. Delbert Allen

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Norma Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take corrective action to provide safer roads within Johnson County for use in transporting school children to and from schools. Johnson County roads within the district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements in maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Ganda Chappell  
Miss Ellen Mason  
Mrs Don Hendrix  
Mrs. Michael L. Mess  
Mrs. Jim L. Fowler  
Miss J. Hinton

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No. 1000, Newwood, Burleson, and North E. elementary School  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: County School Board, Johnson County, Oklahoma, Tulsa

ATTENTION: Judge Ben Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Office of Johnson County to take positive action to provide safe roads within Johnson County to help in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the County Board establish adequate standards for development and maintenance of county roads in accordance with the use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this petition.

Farm Road - 803

R. L. Beard Rt 1 Box 1250  
A. L. Deaton Rt. 1 Box 1251  
L. D. Howell Rt. 1. Box 1255

Mr + Mrs Darryl Sanchez Rt. 1 Box 1253

Mr J. Oullwood Rt. 1, Box 1244

W. D. Hill Rt, Box 1240

Rick A. Morgan

Billy W. Morrison

Mr. E. Atchison Rt 1 Box 1230

Mr + Mrs J. O. Leach Rt 1 Box 1225

Mr. & Mrs. Lonny J. White

Mr. & Mrs. Alon Alugan

Mrs. Judy Goodall  
Jimmy Peterson Rt 1 Box 1245

Joseph Bunkin Rt 1 Box 1240  
Mr. & Mrs. A. L. Huggins  
Rt 1 Box 1240

Mr + Mrs David H. Dineen  
Rt 1 Box 880  
Burleson 76028

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Nota Bene, Norwood, Prather, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

Commissioners Court, Johnson County, Cleburne, Texas

Resolution: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, come to petition the Commissioner's Court of Johnson County to take effective action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within the district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements in maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

1. Mary Robinson	15. Karen Hammons	29. Linda Floyd
2. Anne Robinson	16. Bill J. Hammons	30. Jayce Hostetler
3. Deanne White	17. Bobby W. Richardson	31. Richard E. Waly
4. James J. White	18. Eunice Richardson	32. Jimmy L. Rogers
5. Luana White	19. H. Keith Baloga	33. Joe Nikolom
6. Roy Graham	20. Mr. John L. Baloga	34. Glenn Worham
7. Rose Graham	21. Larry R. Smith	35. Richard H. Duke
8. Naomi Wilson	22. Mrs. John D. Hansard	36. Mrs. Dore M. Maher
9. Clyde A. Sanel	23. Mrs. Elizabeth Koss	37. J. Payne
10. Mary Sanel	24. Mrs. Shirley Smith	38. Judy Weyer
11. Connie Morrison	25. Ireland Koss	39. James M. Dingle
12. Mike Morrison	26. Joy Latimer	40. Peter L. Dingle
13. Jerry Centa	27. Donna L. Cimino	
14. Judy Centa	28. Edward T. Cimino	

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41. Carl Nickerson
42. Mrs. Melba Harding
43. Mr. Marvin C. Harding
44. Mrs. Jackie Nickerson
45. Mrs. Marie J. Burke
46. Patricia Harper
47. Nathan Harper
48. Virgil W. Hutchinson
49. Jean Marty
50. Jerry W. Junk
51. Loren Junk
52. Faye Stewart
53. Jeanne Rogers
54. R. Wyringer
55. Peggy Coy
56. Mrs. Dennis L. Barabas

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No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Commissioners Court Johnson County, Texas

County Judge Art Cooke

We, as citizens within the Johnson Independent School District, do hereby petition the Commissioners Court of Johnson County to take immediate action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioners Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance to this plan.

Please advise us of the actions planned as a result of this request.

- William L. Adams <sup>Bus Driver</sup>
- Ronald S. Bonner Jr <sup>Bus Driver</sup>
- Billie L. Moore <sup>Bus Driver</sup>
- Billie L. Moore <sup>Bus Driver</sup>
- R. A. Scott
- Jim Youngblood
- Sierra L. Higgs
- L. D. Blackstock <sup>Bus Driver</sup>
- Westmoreland <sup>Bus Driver</sup>
- Don Rensch <sup>Bus Driver</sup>
- Logan J. Henson
- Phyllis Waters <sup>Bus Driver</sup>
- Beverly Thompson
- John F. Bassham <sup>Bus Driver</sup>
- Frank A. VanZander <sup>Bus Driver</sup>
- Karen VanZander
- Larry C. Bradford <sup>Bus Driver</sup>
- Chita M. Mearns <sup>Bus Driver</sup>
- 684 <sup>W. Blackstock</sup>
- Charles A. Austin <sup>Bus Driver</sup>

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Nola Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kat Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

1. Mrs Garland Simmons 16.
2. Mrs J. C. Truelove 17.
3. J. C. Truelove 18.
4. Mrs Carolyn Johnson 19.
5. Garland Simmons 20.
6. Johnnie Hubble 21.
7. Glen S. Hubble 22.
8. Mrs Albert Bailey 23.
9. Mrs. Lynn Hoffman 24.
10. Mrs Juanita Dilly 25.
11. Robert E. Shropshire 26.
12. J. W. Dilly 27.
13. 28.
14. 29.
15. 30.



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Nola Duna, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with the use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this petition.

Shirley Taylor - Johnson County - Resident  
Thomas Taylor 528 Belaire Dr. Burleson  
Don Kleyman - Johnson County - Residence  
Earl Kleyman - 848 Bellaire Dr. Burleson  
Ruth Orest - Rt 2 Box 698 - Burleson  
Shanon Bonner Johnson County Resident + School Bus Driver  
Ray Howard - Rt 2, Box 67 - Burleson  
Shanon Lee Smith Rt 3, Box 1076, Burleson  
Mrs. Harry Ottmann Rt. 4 111 Hill Top Circle  
Harold G. Ottmann Jr. Rt. 4 111 Hill Top Circle 76028  
Burleson, Texas  
Ray Mercer Sr. 124 S.W. Anderson Burleson Tex. 76028  
Zayne Mercer 124 S.W. Anderson Burleson Tex. 76028  
JENNIE CAMPBELL Burleson Tex 76028  
Mary Ann Partin 687 1/2 Jean Lane Burleson Tex

All signatures on this sheet live on Route 2, Burlington.  
Box numbers are circled by name.

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THE STATE OF NEW YORK  
COUNTY OF ALBANY  
In SENATE,  
January 1, 1908.

REPORT OF THE  
COMMISSIONER OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
JANUARY 1, 1908.

ALBANY: JAMES B. LEECH, STATE PRINTER, 1908.  
PUBLISHED BY THE STATE OF NEW YORK.  
RECEIVED JANUARY 1, 1908.  
OFFICE OF THE COMMISSIONER OF THE LAND OFFICE,  
ALBANY, N. Y.

Mr. & Mrs. J. E. Fyfe (550)	Mr. & Mrs. L. E. Fyfe (467)
Mr. & Mrs. J. E. Fyfe (556)	Mr. & Mrs. Paul A. Brewer (618)
Mrs. M. E. Fyfe (556)	Pratt & Chloe Jordan (616)
Mr. & Mrs. J. E. Fyfe (574)	Mr. & Mrs. Norman H. Fennel (465)
Mr. & Mrs. J. E. Fyfe (580)	Dorwin Phillips (464)
Mr. & Mrs. B. W. Bonham (588)	Mr. & Mrs. Leonard Fausak (624)
Mr. & Mrs. Willie J. Veldkamp (592)	Mr. & Mrs. Cecile Cyprian (628)
Mr. & Mrs. Raymond H. Elrod (600)	Mr. & Mrs. Richard H. Clegg (564)
Mr. & Mrs. Ivey E. Maggard (631)	Shirley & Grace Allen (612)
Mr. & Mrs. Barry D. Maggard (631)	Mr. & Mrs. Jesse D. Holder (604)
Mr. & Mrs. Ronnie E. Maggard (631)	Mr. & Mrs. Lang R. Clegg (635)
Mr. & Mrs. Lawrence T. Whitehead (632)	Mr. & Mrs. Charles Smith (634)
Mr. & Mrs. Conrad A. Butler (602)	Mr. & Mrs. W. D. Agate (570)
Mr. & Mrs. Frank Rose (603)	Ethel Carpenter 131 Oak Lane
Mr. & Mrs. Claude Hollander (620)	Jasper Carpenter 131 Oak Lane

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Mrs. Thomas L. Sanger Rt 2,

H.C. Apperson P.O. Box 66 - 76028

Mrs. H.C. Apperson P.O. Box 66 - 76028 Johnson City Ark 725

Mrs. J.W. P. Knight Rt # 7 P.O. Box 568

C. W. Swearingin Rt. 2 - Box 508 - Burlington

59 Mrs. David L. Bartlett Rt 2 Box 490

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Nota Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Mrs. C. J. Martin  
Mr. Sam Owens  
Mrs. C. W. Cox Sr.  
Mrs. Lemell Shetter  
Mr. J. R. Henderson

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Nola Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Raliquita Owen  
Dorothy M. Kipe  
Pauline Claunch  
Mrs. C. P. O'Flaherty  
Charles P. O'Flaherty  
Herman Wade  
Jennie Knessel  
Donald C. Griefel, M.D.  
Rudolph M. P. P. P.  
Rudolph M. P. P. P.  
Blanche Habel  
Cindy Habel  
Jerry Claunch  
Clara Habel

Mrs. Alfred A. Bayfield  
Al Bayfield  
Lore Shell  
Bill Wall  
Richard F. Smith  
Lay Branson  
Mona Branton  
Edith H. H.  
David Spockel  
Margaret Judd  
J. R. Judd  
Mrs. John R. Brooks  
John Brooks

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James Reasoner

Debbie Reasoner

Billy Pierce

James Pierce

A. R. Russell

Betty L. Russell

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Nola Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parents Teachers Organizations of the Burleson Independent School  
District. Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continue to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Mr. & Mrs. J. D. Wyatt Rt 2 Box 608 BURLESON - VR. 019637  
Mr. & Mrs. Ronald Reed Rt 2 Box 602 Burleson  
Mr. & Mrs. James F. Paynor Rt 2 Box 650 Burleson  
Mr. & Mrs. Robert Wayne Hunter Rt. 2, Box 694 Burleson  
Mrs. Claire Weeks Rt 2 Box 652 Burleson  
Mr. & Mrs. C. W. Estes Rt 2 Box 644 Burleson  
Mrs. Ann Baldwin Rt 2 Box 644 Burleson  
Mr. & Mrs. Gerald Tate Rt 2 Box 606 Burleson  
Roy Brasher Rt. 2 Box 617 Burleson  
Ruthy Perdue Rt 2 Box 463 Burleson  
Mr. & Mrs. J. N. Smith Rt 2 Box 496 Burleson  
Mr. & Mrs. Gerry Baker Rt. 2 Box 366 Burleson  
Mr. Raymond Gayle Brown Rt 2 Box 506 Burleson  
Mrs. Anna Marie Pope Rt 2 Box 506 Burleson  
Mr. & Mrs. Paul Garner Rt 2 Box 498 Burleson

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No. 4 Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations for the Bullieson Independent School District  
Bullieson, Texas

County Clerk's Office, Johnson County, Cleburne, Texas

Dear Mr. Clerk:

We are citizens within the Bullieson Independent School District, wishing to petition the Commissioner's Court of Johnson County to take action to provide better roads within Johnson County for use in the school children to and from schools. Johnson County roads within the school district are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Mrs. H. L. Berry	Mark Stewart	MARK RHODES
L. G. Ottmann	E. T. Muller	
Andrea Fuchschild	V. H. Cunniff	Conn. J. Bullard
Codie L. Warth	B. B. Bussell	Deputy Watkins
Mrs. D. L. Ruby	R. R. Sutton	J. Castillo
A. H. Oliver	Jayce Smith	Orne Duff
David M. Wadley	Jane Roney	Jim Mergert
	Willie Linder	John L. Weik
	B. G. Morgan	Barbara A. Stark
	M. C. P. Wiggins	Kerry Foster
	J. B. LaFency	J. H. Hane
	Kerry Adcock	DR 4
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Nola Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parents Teachers Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

E. L. Wells R2 Box 48.5  
Burleson  
Anna Mae Wells

Danny Turner R2 Box 520 Burleson

Jack M. Clark R2 Box 388 Burleson

Rammi Day R2 Box 48-A Burleson

Sommy McInifield R2 Box 620 Burleson

Tex Sutton - 344 Shady Ct. - Burleson

Mrs. M. Moreaux R2 Box 550

~~Mr. M. Moreaux R2 Box 550~~

Mrs. Leonard M. C. Curry

Francis McConally

S. P. McClure

Jeff Thornton

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Donna Thornton  
Shelly Taylor  
Carolyn Thornton  
Joyce Merrifield  
Lorray Merrifield  
Marty Merrifield  
Marcia Merrifield  
May Thornton

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Nola Dunn, Horwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, Cleburne, Texas

ATTENTION: Judge Kit Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioner's Court of Johnson County to take positive action to provide safer roads within Johnson County for use in getting school children to and from schools. Johnson County roads within our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioner's Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

Mrs Harold Cornean

Vicki Zimmer

Mrs. James De Tan

C. R. Riley

Mr. C. R. Riley

James O. Carpenter

Mrs. Cephus Carpenter

Mrs. Mrs. E. J. Shimmer

Mr. & Mrs. Carl Blackstock

John Crocker

Paula Crocker

Gerry W. Pope

Don Stanley

Mrs. Lee L. Craft

Mrs. & Mrs. Mrs. Gilbert

Mr. & Mrs. Lint Layright

Mr. & Mrs. Gary Las

Mr. & Mrs. Jerry Ford

Mr. & Mrs. Ronald W. Selby

Carol L. Montgomery

Mr. & Mrs. Tom D. Campbell

Mrs. Mrs. L. E. Schimmer

Mr. & Mrs. Eugene Gibson

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Tickie Jensen - 211 156.      Pages 31 of 32 pages  
Don Howell      295-8067      698  
Roderia Walbee      295-3502.  
Lenny Ford      295-2189

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Nola Dunn, Norwood, Frazier, and Mound Elementary Schools  
Parent Teacher Organizations of the Burleson Independent School District  
Burleson, Texas

TO: Commissioners Court, Johnson County, California, Texas

ATTENTION: Judge Ray Cooke

We, as citizens within the Burleson Independent School District, desire to petition the Commissioners Court of Johnson County to take positive action to provide safer roads within Johnson County to get to getting school children to and from schools. Johnson County roads in our district in many cases are too narrow, obstructed with overhanging trees and other vegetation, and inadequately maintained. Traffic volume on these roads continues to increase without corresponding improvements and maintenance. Therefore, we respectfully request that the Commissioners Court establish adequate standards for development and maintenance of county roads in accordance with their use and volume of traffic, and that existing funds and efforts be applied to road improvement in accordance with this plan.

Please advise us of the actions planned as a result of this request.

1. Mr. & Mrs. Richard Eaton
2. Mr. & Mrs. Jack Crumson
3. Lynn & Rebecca Wallace
4. Mr. & Mrs. Bruce Bell
5. Mr. & Mrs. M. K. Shipman
6. Mr. & Mrs. Wm. F. Meyers
7. Trish Baker
8. Mrs. H. C. Thayer
9. Mrs. Jack M. Roe

699



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22

All voted aye.

✓

The Court agreed to give Briaroaks the money if same is received.

✓

All voted aye.

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0000 0000 0000 0000 0000

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1994, 1995, 1996, 1997

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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700

## FIELD NOTES

BEING all that certain tract or parcel of land out of the Wm. W. Slack Survey, Abstract No. 784 and the S. M. Turner Survey, Abstract No. 1018, Johnson County, Texas; being the most northerly part of the right of way for the road locally known as Lem Drive or Lem Avenue and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South line of said Slack Survey which is common with the North Line of said Turner Survey which point bears South 89 degrees 23 minutes West 1315.15 feet from the Southeast corner of said Slack Survey which corner is also the Northeast corner of said Turner Survey;

THENCE North 00 degrees 26 minutes East along the West R.O.W. Line of Lem Drive 1783.14 feet to a point in the South right-of-way line of the road locally known as Les Drive;

THENCE North 89 degrees 42 minutes East 60.0 feet to an iron rod in the East R.O.W. Line of Lem Drive;

THENCE South 00 degrees 26 minutes West along said East R.O.W. Line 1784.0 feet to a point in the North Line of the beforementioned Turner Survey;

THENCE South 00 degrees 52 minutes West continuing along said East R.O.W. Line 906.1 feet to a point;

THENCE North 89 degrees 55 minutes West 60.0 feet to a point in the beforementioned West R.O.W. Line of Lem Drive;

THENCE North 00 degrees 52 minutes East 907.6 feet to the place of beginning.

THE STATE OF TEXAS  
COUNTY OF JOHNSON

KNOW ALL MEN BY THESE PRESENTS

That we, Carl Douglas Davidson, and wife, Debra Davidson; Marshall L. Robinson, and wife, Willie K. Robinson; Chester C. Presley, Jr., and wife, Geneva Presley; Franklin L. Buckner, and wife, Patricia Day Buckner; John C. Smith, and wife, Linda Smith; Dewey C. Estill, and wife, Julieann Estill; Robert E. Mays, and wife, Leona Mays, of Tarrant County, Texas; and Jessie Earl Davenport, and wife, Gladys Davenport; Gladys Lyle, a feme sole; Richard Jean Brown, Sr., a single man; Ernest R. Hoes, and wife, Annie M. Hoes; and Raymond A Ahrens, a single man, of Johnson County, Texas, being the joint owners of the below described tract of land, said tract being a road which runs adjacent to our properties, and being it our intention to deed said road to Johnson County, Texas so that said County may legally maintain said road; for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) to us in hand paid by Johnson County, Texas, cash, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Johnson County, Texas, all that certain lot, tract or parcel of land

Being all that certain tract or parcel of land out of the Wm. W. Slack Survey, Abstract No. 784 and the S. M. Turner Survey, Abstract No. 1018, Johnson County, Texas; being the most northerly part of the right of way for the road locally known as Lem Drive or Lem Avenue and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South line of said Slack Survey which is common with the North Line of said Turner Survey which point bears South 89 degrees 23 minutes West 1315.15 feet from the Southeast corner of said Slack Survey which corner is also the Northeast corner of said Turner Survey;

THENCE North 00 degrees 26 minutes East along the West R.O.W. line of Lem Drive 1783.14 feet to a point in the South right-of-way line of the road locally known as Les Drive;

THENCE North 89 degrees 42 minutes East 60.0 feet to an iron rod in the East R.O.W. Line of Lem Drive;

THENCE South 00 degrees 26 minutes West along said East R.O.W. Line 1784.0 feet to a point in the North line of the before-mentioned Turner Survey;

THENCE South 00 degrees 52 minutes West continuing along said East R.O. W. Line 906.1 feet to a point;

THENCE North 89 degrees 55 minutes West 60.0 feet to a point  
in the beforementioned West R.O.W. Line of Lem Drive;

THENCE North 00 degrees 52 minutes East 907.6 feet to the place  
of beginning.

And by so granting, selling and conveying, We warrant that We are the sole joint  
owners of said tract of land and that we are jointly able to convey title free  
and clear unto the said Johnson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and  
singular the rights and appurtenances thereto in anywise belonging unto the  
said Johnson County, Texas, their Successors and assigns forever, and we do  
hereby bind ourselves and our heirs, executors and administrators, to Warrant  
and Forever Defend, all and singular the said premises unto the said Johnson  
County, Texas and their successors and assigns, against every person whomso-  
ever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Cleburne, Johnson County, Texas

Carl Douglas Davidson

Debra Davidson

Marshall L. Robinson  
Marshall L. Robinson

Willie K. Robinson  
Willie K. Robinson

Chester C. Presley, Jr.  
Chester C. Presley, Jr.

Geneva Presley  
Geneva Presley

Franklin L. Buckner  
Franklin L. Buckner

Patricia Day Buckner  
Patricia Day Buckner

John C. Smith  
John C. Smith

Linda Smith  
Linda Smith

Dewey C. Estill  
Dewey C. Estill

Julieann Estill  
Julieann Estill

Jessie Earl Davenport  
Jessie Earl Davenport

Gladys Davenport  
Gladys Davenport

Robert E. Mays  
Robert E. Mays

Leona Mays  
Leona Mays

Gladys Lyle  
Gladys Lyle

Richard Jean Brown, Sr.  
Richard Jean Brown, Sr.

Ernest R. Hoes  
Ernest R. Hoes

Annie M. Hoes  
Annie M. Hoes

Raymond A. Ahrens  
Raymond A. Ahrens

Carl Douglas Davidson  
Carl Douglas Davidson

Debra A. Davidson  
Debra A. Davidson

706

## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Carl Douglas Davidson

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of December A. D. 19 76

(L. S.)

Margaret Nicholl  
Notary Public in and for Johnson County, Texas.

842—The Odde Company, Publishers—Dallas

## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Debra Davidson

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of December A. D. 19 76

(L. S.)

Margaret Nicholl  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Marshall L. Robinson

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of Dec. A. D. 19 76

(L. S.)

Margaret Nicholl  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Willie K. Robinson

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of Dec. A. D. 19 76

(L. S.)

Margaret Nicholl  
Notary Public in and for Johnson County, Texas.

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706

## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Chester C. Presley, Jr.

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of December A. D. 1976

(L. S.)

Bennie Gilliam  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Geneva Presley

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of December A. D. 1976

(L. S.)

Bennie Gilliam  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Franklin L. Buckner

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of January A. D. 1977

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Patricia Day Buckner

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of January A. D. 1977

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John C. Smith

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of December A. D. 19 76

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson

County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Linda Smith

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of December A. D. 19 76

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson

County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dewey C. Estill

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December A. D. 19 76

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson

County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Julieann Estill

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December A. D. 19 76

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson

County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Jessie Earl Davenport

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of December A. D. 1976.

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Gladys Davenport

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of December A. D. 1976.

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Robert E. Mays

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of December A. D. 1976.

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Leona Mays

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of December A. D. 1976.

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF Johnson }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Gladys Lyle

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of December A. D. 1976.

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson

County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF Johnson }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Richard Jean Brown, Sr.

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of December A. D. 1976.

(L. S.)

Dianne Rattiff  
Notary Public in and for Johnson

County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF Johnson }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Ernest R. Hoes

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December A. D. 1976.

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson

County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF Johnson }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Annie M. Hoes

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December A. D. 1976.

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson

County, Texas.

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## SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF Johnson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Raymond A. Ahrens  
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to  
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December A. D. 1976

(L. S.)

Margaret Nichell  
Notary Public in and for Johnson

County, Texas.

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All voted aye.

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

All voted aye.

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

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner  
✓ Hadley to approve the purchase of a typewriter for the County Tax Office as  
requested by Tax-Assessor-Collector, Dennis McWilliams.

All voted aye.

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

All voted aye.

Joe L. Tawman  
COUNTY CLERK

COUNTY JUDGE


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A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
APRIL 11, 1977 -9:00 A.M.  
COUNTY COURTROOM

- 1 Invocation
2. Reading of previous Minutes
- 3 Payment of monthly bills
4. Division of Burleson and Joshua Voting Boxes
5. Open bids for 1 Crawler Loader for Precinct 3
6. Discuss posting speed limits on County Road 600
7. Letter from Faye Tackett requesting permission to attend Veterans Officers Training Conference April 14 & 15, 1977
8. Canvass votes on County School Trustee Election
9. Affirm permission to advertise for insurance on all County properties.
10. Mr. T. L. Young regarding existing roads in Caddo Forest Est.

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

  
C. C. Kit Cooke  
County Judge  
Johnson County, Texas

Posted: April 6, 1977  
11:00 A.M.  
Johnson County Courthouse

STATE OF TEXAS                   :  
                                      :  
COUNTY OF JOHNSON            :  
                                      :

APRIL 11, 1977

BE IT REMEMBERED AT A REGULAR MEETING OF THE COMMISSIONERS' COURT  
IN AND FOR JOHNSON COUNTY, TEXAS, on the above-mentioned date at the Court-  
house in Cleburne, Texas, with the following members present: C. C. "Kit"  
Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B.  
Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of  
Precinct No. 3 and B. B. Aldridge, Commissioner of Precinct No. 4, and Joe  
Townes, County Clerk.

Invocation was given by O. B. Hadley.

After the results were canvassed by the court, a motion was made by Commissioner C. W. Atwood and seconded by Commissioner Aldridge, to approve the order Declaring Results of County School Trustee Election, and I.D.S. Trustee Elections.

All voted aye.

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ORDER DECLARING RESULTS OF  
COUNTY SCHOOL TRUSTEE ELECTION  
INDEPENDENT SCHOOL DISTRICT TRUSTEE ELECTIONS  
(Less than 150 Scholastics)  
LIBERTY CHAPEL COMMON SCHOOL TRUSTEE ELECTION

THE STATE OF TEXAS  
COUNTY OF JOHNSON

X  
:  
X

On this the 11th day of April, 1977, the Commissioners' Court of Johnson County, Texas, convened in regular session, open to the public, with the following members present, to-wit:

C. C. Kit Cooke  
County Judge

C. W. Atwood  
Commissioner, Precinct No. 1

O. B. Hadley  
Commissioner, Precinct No. 2

Loyd Reese  
Commissioner, Precinct No. 3

B. B. Aldridge  
Commissioner, Precinct No. 4

Joe L. Townes  
County Clerk

and the following absent: None, constituting a quorum, and among other proceedings, passed the following order:

There came on to be considered the returns of school trustee elections held on the 2nd day of April, 1977, in the following Independent School District (with less than 150 scholastics) and Liberty Chapel Common School District, for the purpose of electing trustees to the Boards of Trustees of the respective School Districts, and for the purpose of electing one County School Trustee in each of Commissioner's Precincts Nos. 1 and 4, and for the County School Trustee at Large; and it appearing that said returns were duly and legally made and that there were cast at said elections the number of valid and legal votes shown for each School District, and that the candidates in said elections received the following votes:

COUNTY SCHOOL BOARD

FOR MEMBER FROM COMMISSIONER PRECINCT NO. 1

John T. Kennon

Cleburne	<u>165</u>	Votes
Godley	<u>61</u>	Votes
Rio Vista	<u>65</u>	Votes
	<u>291</u>	Total Votes

Write-In Votes

L. B. Harp, Jr.	Godley	<u>1</u>	Vote
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FOR MEMBER FROM COMMISSIONER PRECINCT NO. 4

S. M. Faulkenburry

Cleburne	<u>162</u>	Votes
Alvarado	<u>4</u>	Votes
Grandview	<u>163</u>	Votes
Liberty Chapel	<u>10</u>	Votes
	<u>339</u>	Total Votes

Write-In Votes

W. T. Goodrum	Liberty Chapel	<u>1</u>	Votes
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FOR COUNTY SCHOOL TRUSTEE AT LARGE

Write-In Votes

Alvarado

Billy G. Walker	<u>1</u>	Votes
Rayford Hewett	<u>1</u>	Votes
Dr. O. T. Harris	<u>1</u>	Votes

Burleson

W. T. Goodrum	<u>15</u>	Votes
Stacy Calvin	<u>4</u>	Votes
Hans Schmoldt	<u>1</u>	Votes
John Schaub	<u>1</u>	Votes
Bob Kinney	<u>1</u>	Votes
Tom Renick	<u>1</u>	Votes
Glen Summers	<u>1</u>	Votes
Richard Koss	<u>1</u>	Votes
Kenneth L. Henry	<u>2</u>	Votes
Clarence Pelky	<u>1</u>	Votes



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Lilla Schmeltekopf	<u>1</u>	Votes
John McDowell	<u>1</u>	Votes
Naomi Cheslock	<u>1</u>	Votes
Billie Balentine	<u>4</u>	Votes
Les Todd	<u>1</u>	Votes
A. O. Ward	<u>1</u>	Votes

Cleburne

Oliver Pitts	<u>9</u>	Votes
Lee Denton	<u>3</u>	Votes

Grandview

Oscar Lee Wilkerson	<u>1</u>	Votes
J. W. Scott	<u>2</u>	Votes

Joshua

W. T. (Tom) Goodrum	<u>31</u>	Votes
Chris Schmoker	<u>4</u>	Votes
Davis Russell	<u>4</u>	Votes
F. B. Miller Jr.	<u>4</u>	Votes
Stan McVey	<u>3</u>	Votes
Anelo Dear	<u>3</u>	Votes
Bobby Lay	<u>3</u>	Votes
Eugene Dunn	<u>3</u>	Votes
Andrew Stanley	<u>2</u>	Votes
Richard Blair	<u>2</u>	Votes
Louis Caldwell	<u>2</u>	Votes
Melvin Davis	<u>2</u>	Votes
Marvin Bransom	<u>2</u>	Votes
Ray Farnsely	<u>1</u>	Votes
Don Crummett	<u>1</u>	Votes
Pete Zaepfel	<u>1</u>	Votes
Brit Horton	<u>1</u>	Votes
Bill Morris	<u>1</u>	Votes
Jerry Yowell	<u>1</u>	Votes
Eddie Hogan	<u>1</u>	Votes

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Joshua (Continued)

Maxine Scruggs	<u>1</u>	Votes
Pat Rambo	<u>1</u>	Votes
Linda Trammell	<u>1</u>	Votes
Kirby Taylor	<u>1</u>	Votes
Ray Gee	<u>1</u>	Votes
C. W. Hardin	<u>1</u>	Votes
H. L. Hardin	<u>1</u>	Votes
D. M. Terry	<u>1</u>	Votes
Doc Staples	<u>1</u>	Votes
Julis Reinech	<u>1</u>	Votes

Keene

Oliver Pitts	<u>5</u>	Votes
R. B. Ballard	<u>6</u>	Votes
Dale Martin	<u>2</u>	Votes
Joe Bischoff	<u>2</u>	Votes

Liberty Chapel

W. T. Goodrum	<u>1</u>	Votes
Berl Keith	<u>2</u>	Votes

Lillian

— James T. Noles	<u>19</u>	Votes
Patricia	<u>1</u>	Votes
W. T. Goodrum	<u>4</u>	Votes

Rio Vista

Mrs. Paul Allen	<u>1</u>	Votes
L. E. McVicker	<u>1</u>	Votes
Glen Pyeatt	<u>1</u>	Votes
C. W. Atwood	<u>1</u>	Votes
Jack Cobb	<u>1</u>	Votes

Venus

Modena Beams	<u>2</u>	Votes
Linda Taylor	<u>1</u>	Votes
Sammy Fowler	<u>1</u>	Votes
Robert Stewart	<u>2</u>	Votes
Julian Davis	<u>1</u>	Votes
Albert Anthony	<u>1</u>	Votes
Otis Kenney	<u>3</u>	Votes
Vi Russell	<u>1</u>	Votes

LILLIAN INDEPENDENT SCHOOL DISTRICT

( 2 ) to be elected)

Total votes cast - 46

Bill Carter	<u>22</u>	Votes
James T. Noles	<u>19</u>	Votes

Write-In Votes

Patricia	<u>1</u>	Votes
W. T. Goodrum (County Trustee at large)	<u>4</u>	Votes

LIBERTY CHAPEL COMMON SCHOOL DISTRICT

( 1 ) to be elected)

Total votes cast - 15

Walter Cox Sr.	<u>-15</u>	
S. M. Faulkenburry (Trustee, Pr. #4)	<u>10</u>	Votes
Goodrum	<u>1</u>	Votes

Write-In Votes

W. T. Goodrum (County Trustee at Large)	<u>1</u>	Votes
Berl Keith	<u>2</u>	Votes

It is, therefore, found, declared and so ordered that the above mentioned trustees elections were duly called, that notices of same were duly posted and published, and that said elections were held in accordance with law, and that at said elections the following were elected to the respective Boards of Trustees, subject to their taking their oaths and qualifying as provided by the Laws of the State of Texas:

COUNTY SCHOOL BOARD

FOR MEMBER FROM COMMISSIONER PRECINCT NO. 1

John T. Kennon	<u>291</u>	Votes
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FOR MEMBER FROM COMMISSIONER PRECINCT NO. 4

S. M. Faulkenburry	<u>339</u>	Votes
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FOR MEMBER AT LARGE

W. T. Goodrum	<u>57</u>	Votes
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LILLIAN INDEPENDENT SCHOOL DISTRICT

James T. Noles - Trustee	<u>19</u>	Votes
Bill Carter - Trustee	<u>22</u>	Votes

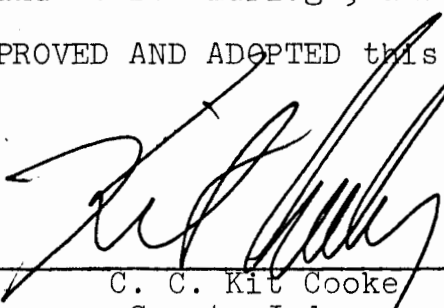
LIBERTY CHAPEL COMMON SCHOOL DISTRICT

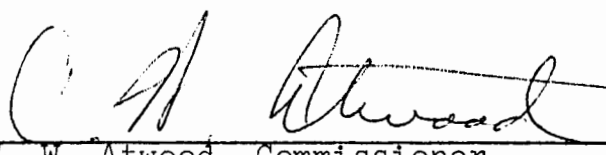
Walter J. Cox, Sr. - Trustee	<u>15</u>	Votes
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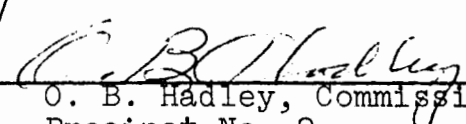
It is further found and determined that written notice of the date, place and subject matter of this meeting was posted on the bulletin board located at a place convenient to the public in the County Courthouse of this county at least three days preceeding the date of this meeting.

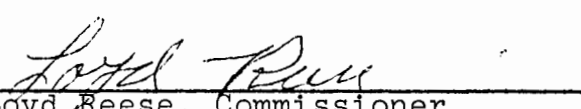
The above Order being read, it was moved and seconded that same do pass. Thereupon the quesqion being called for the following members of the Court voted AYE: C. W. Atwood, O. B. Hadley, Loyd Reese, and B. B. Aldridge, and none voted No.

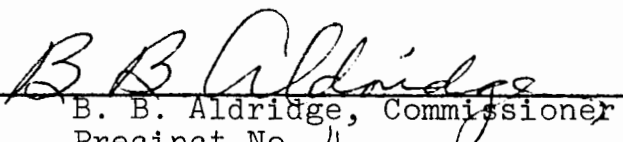
PASSED, APPROVED AND ADOPTED this the 11 day of April, 1977.

  
C. C. Kit Cooke  
County Judge

  
C. W. Atwood, Commissioner  
Precinct No. 1

  
O. B. Hadley, Commissioner  
Precinct No. 2

  
Loyd Reese, Commissioner  
Precinct No. 3

  
B. B. Aldridge, Commissioner  
Precinct No. 4

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to place 40 mile per hour speed limit signs at one (1) mile intervals on CR 600 from Burleson City Limits to FM 917.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize Faye Tackett to attend Veterans' Service Officer Training Conference, April 14 & 15, 1977, at Tyler, Texas.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to advertise for bids on Fire & Extended Coverage Insurance on all County buildings and hospital, and liability insurance on County Vehicles. Bids to close May 5, 1977, to be opened May 9th. 1977.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Atwood to accept the following bid on a Crawler Loader for Precinct No. 3, from Darr Equipment Company.

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**DARR EQUIPMENT CO.****QUOTATION**

YOUR CATERPILLAR® DEALER

DALLAS • LONGVIEW • WICHITA FALLS • WACO • TEXARKANA

DATE

March 28, 1977

<b>ADDRESS</b>	<b>DELIVERY</b>
P. O. Box 20737	Stock - Subject to prior sale
Dallas, Texas 75220	
<b>TO</b>	<b>F.O.B.</b>
Johnson County Commissioners Court	Alvarado, Texas
Precinct # 3	<b>TERMS</b>
c/o Johnson County Courthouse	Available
Cleburne, Texas 76031	
	<b>SIGNED</b>
	<i>J. E. McNamara</i>
Prices quoted are firm for a period of _____ days.	
J. E. McNamara	

QUANTITY	DESCRIPTION	REFERENCE NUMBER	APPROX. WEIGHT LBS.	UNIT PRICE	EXTENSION
One	<p>New Caterpillar 955 Traxcavator, Series L, 68 inch gauge, includes diesel engine with 24 volt direct electric starting, 19 ampere alternator, blower fan, fuel priming pump, muffler, crankcase guard, hood side doors, power shift transmission, 17 inch double grouser tracks (36 section), hydraulic track adjusters, ROPS canopy and seat belt.</p> <p>2 yd. General purpose bucket 8 Teeth Cab Heater Fuel Tank Caplock Hydraulic Tank Caplock Reverse Alarm Horn</p> <p>Less trade-in one used Case 1150 Track Loader s/n 7109769 w/ 1 1/2 yd. General Purpose bucket w/teeth, cab and heater.</p> <p>Net F.O.B. Johnson Co. Pct # 3 Alvarado, Texas</p> <p>Terms Available Warranty - Three years The standard Caterpillar Tractor Co. warranty on the basic machine will be extended by Darr Equipment Co. for an additional 30 months to provide a full three year warranty. A copy of the standard warranty is enclosed.</p>		34,215#	\$62,029.00	
				17,880.00	
				<del>\$44,150.00</del>	

DARR 887 (R 8/78)

All voted aye.

No action was taken by the court regarding existing roads in Caddo

✓ Forest Estates as Mr. T. L. Young failed to appear.

Mr. Young was advised by his representative to contact Commissioner O. B. Hadley in reference to this matter. If Mr. Young does not comply, the matter will be turned over to the County Attorney.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to approve the following contract between Texas Youth Council and Johnson County Juvenile Probation Department.

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**Abstract**

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723

STATE OF TEXAS )

COUNTY OF TRAVIS )

C O N T R A C T

The Texas Youth Council, hereinafter called TYC and the Johnson County  
Juvenile Probation Department ~~Juvenile Board or Juvenile District~~ repre-  
 senting Johnson

County (Counties), hereinafter called the Contract Agency, by this agree-  
 ment and in consideration of the mutual promises set forth below, have  
 agreed as follows:

I. OBJECTIVE: By entry into this contract with TYC, the Contract Agency  
 agrees to work toward attainment of the objective of the Texas Youth  
 Council Community Assistance Program. The objective of that program  
 is to reduce the number of children committed by juvenile courts to  
 the Texas Youth Council through the purchase or direct provision by  
 juvenile courts of programs and/or services in the community which  
 enable an alternative disposition to TYC commitment for children ad-  
 judged to have engaged in delinquent conduct.

II. CONTRACT AGENCY PERFORMANCE: Performance of the Contract Agency in  
 meeting the objective of the Community Assistance Program is measured  
 by computing the difference between the projected TYC commitment rates  
 in the Contracting Agency's jurisdiction indicated below for the fis-  
 cal year 1977 and the actual commitment rates for that same period  
 computed monthly and at the end of the contract period. Satisfactory  
 performance is indicated by actual monthly and annual commitment rates  
 lower than the ones predicted.

During the balance of fiscal year 1977 (April 1 , 1977 through  
 August, 1977), 3.60 youth or an average of .72 youth per  
 month would be expected to be committed from the Contracting Agency's  
 jurisdiction.

III. UTILIZATION OF FUNDS: Funds paid to the Contract Agency by the TYC  
 pursuant to this contract shall not be utilized to supplant funds for  
 basic juvenile probation services (i.e., intake screening, detention

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control, pre-disposition reporting and probation supervision) which are a county government fiscal responsibility. While these Community Assistance Program funds may be utilized to enrich, supplement and otherwise support basic juvenile probation services, it is the intent of the Community Assistance Program that they be used primarily for the provision of community-based alternate care programs and services not formerly financed by county government. More specifically, the TYC Community Assistance Program is intended to support the development of program service alternatives coming between the judicial dispositions of probation supervision and TYC commitment.

These alternatives may include the following:

A. Residential Programs:

1. Halfway Houses
2. Residential Treatment Centers
3. Foster/Group Home Care

B. Non-Residential Services:

1. Intensive Supervision Units
2. Psychological/Psychiatric Counseling
3. Day Care Programs

C. Individual Program Planning (Diagnosis and Post Disposition Plan).

Community Assistance Program funds may be expended for subcontract, purchase of services or direct delivery of services in the following manner:

1. Salary plus fringe benefit for persons who provide direct services to youth being referred to the county juvenile probation agency.
2. Purchase of non-residential and residential services from public or private non-profit agencies who will provide this service to adjudicated youths limited to A, B and C of the above.

By entry into this contract with the TYC, the Contract Agency agrees to assist the TYC in the development and use of alternative programs for youthful offenders not requiring institutionalization. In no event will these funds be used outside the area of child care services.

PAYMENT: For the consideration herein recited, the Texas Youth Council shall pay the Contracting Agency each month during the term of this contract a sum of money determined by multiplying \$4,050.00 by the number of commitments to the Texas Youth Council less than .72. However, notwithstanding the provisions of the preceding sentence, during each of the first three months of this contract, should the payment arrived at by applying the formula stated in such preceding sentence amount to less than \$675.00, then, during each of such first three months, the payment to the Contracting Agency shall be \$675.00. Thereafter, payments will be adjusted to reflect the difference between actual commitments and expected commitments for the contract period which has expired including the first three months of this contract.

Payments shall be made on a monthly basis with vouchers to be processed by the 15th of the following month. If terminated, the Contract Agency recognizes that reinstatement of this contract, and further payment, is contingent upon continuing to meet base rate performance measures during the interim period.

V. FISCAL RULES AND REGULATIONS:

1. MATCH REQUIREMENTS: The Contract Agency shall allocate sufficient staff resources through the assignment of existing personnel and/or establishment of a special unit within the agency's operation to administer the program of services being funded by TYC.
2. SEPARATE ACCOUNTABILITY: Contract Agency must establish and maintain separate accountability for all contract funds. This includes a separate recording of contract expenditures.
3. FISCAL REGULATIONS: The fiscal administration of contracts shall be subject to the rules, regulations, policies and procedures of the TYC Guide for Contract Administration and Fiscal Management Part III (August, 1976).

4. **REPORTS:** The Contract Agency shall submit, at such time and in such forms as may be prescribed, monthly and final financial reports. Failure to submit required reports within the prescribed time constraints may result in unnecessary delays or in the termination of funding for the program.

A. **Monthly Reports** - Monthly expenditure reports shall be submitted to TYC no later than the 10th day of the month following the month being reported. Reports should summarize program expenditures under the three categories in which program funds may be utilized. These categories are:

- (1) Subcontract services,
- (2) Purchases of services, and
- (3) Direct services.

Monthly reports will be used in conjunction with other reports to review and monitor contract programs and also assist the Contract Agency in measuring program progress.

B. **Final Report** - A final report will consist of a summary of all expenditures for personnel cost and for direct services purchased. The report will provide a breakdown of such expenditures in each of the treatment programs listed in Section III, Utilization of Funds, above. The final report is due thirty (30) days after the contract period or at the end of the one hundred and eighty (180) day continuance period if used. Forms for both the monthly and final reports will be provided by TYC.

5. **OBLIGATION OF CONTRACT FUNDS:** Contract funds may be obligated only for expenditures for personnel cost or for direct services as long as such services are received during the contract period. In no case may contract funds be expended for services received prior to the contract period. At the close of the contract period, an additional one hundred and eighty (180) days will be allowed for the expenditure of all funds received under this contract.
6. **PROJECT COMPLETION:** The Contract Agency agrees to file a final

report thirty (30) days after expenditure of contract funds.

7. **EXPENSES NOT ALLOWABLE:** Contract funds may not be expended for (a) items not part of the contractual services, personnel cost or direct services as stated in Section III of Contract; (b) purchase of land and construction of buildings or implementation of improvements thereon, or payment of real estate mortgaged or taxes; (c) entertainment, amusements, or social activities, or incidental costs related thereto; and (d) purchase of equipment or other capital expenditures.
8. **MAINTENANCE OF RECORDS:** Financial records, supporting documents, statistical records, required reports, and all other records pertinent to the program or any component part thereof shall be retained for three (3) years from the date of the Contract Agency's submission of the final expenditure report. The records must be retained beyond the three-year period if audit findings have not been resolved. Provisions to this effect must be included in all contracts, subcontracts, or other arrangements for implementation of this program or any component thereof.
9. **INSPECTION AND AUDIT:** The State of Texas, Texas Youth Council, or any of their duly authorized representatives shall have access to any books, documents, papers, and records pertinent to this program for the purpose of making audit, examination, excerpts, and transcripts. A provision to this effect shall be included in all contracts, subcontracts or other arrangements for implementation of this program or any component thereof.
10. **CONTRACT AGENCY AGREEMENT:** It is understood and agreed by the Contract Agency that any funds received pursuant to this contract shall be subject to the above standard conditions, special items, and other policies and rules issued by the Texas Youth Council for administration of TYC programs.

VI. PROGRAM STANDARDS:

1. The Contract Agency agrees to adhere to the TYC Rules, Regulations and Standards Governing the Community Assistance Program (September, 1975) where these are not in conflict with the provisions of this

contract, in which case the contractual provisions will be adhered to.

2. The Contract Agency shall be licensed by the Texas Department of Public Welfare for those programs which are under the licensing authority of the Department of Public Welfare.
3. The Contract Agency shall comply with all state licensing laws which apply to the Agency including local ordinances and building codes regarding fire, safety and health requirements.
4. TYC shall make periodic onsite visitations and reviews of Contract Agencies to assure the provision of quality services, to ascertain compliance with the TYC Rules, Regulations and Standards governing this program and to ensure that the program is providing the quantity and mode of services for which TYC funds is being provided.

These visits may include examination of client records, observation of programs in operation, interviews and meetings with program staff, client and family interviews and meetings with appropriate community officials, agencies and organizations.

5. The Contract Agency shall provide services in compliance with Title VI of the Civil Rights Act of 1964.

VII. This contract may be terminated by either party giving 30 days written notice to the other party hereto of the intention to terminate.

VIII. The contract period will begin on April 1, 1977 and terminate on August 31, 1977.

TEXAS YOUTH COUNCIL

By: Adrian L. Moore  
Adrian L. Moore  
Assistant Director  
Community Services

By: J. W. Irwin  
J. W. Irwin  
Director of Finance

By: Robert F. Salter  
Robert F. Salter  
Attorney

CONTRACT AGENCY

By: Chief Judge

By: Chief Probation Officer

By: Fiscal Officer

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese that the Johnson County Commissioners' Court has no objection to Mr. ✓ Everett Fraizer selling tracts of land along County Road 920 to Texas Veterans' purchasing on the Texas Veterans' Land Program.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Aldridge not to allow Steve Monson of the Physical Fitness Center to sell ✓ courthouse employees memberships while on duty in the courthouse.

All voted aye.

Judge Cooke stated that he and Commissioners Atwood, Hadley and Reese met with C. R. Stone, District Engineer State Highway Department in regard to CR 600 North of Burleson.

They were notified that CR 600 cannot be made a state road. City of ✓ Burleson would have to improve the road inside Burleson City Limits and after that is done an application can be made to make CR 600 a Farm to Market Road.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to return \$166.33 to the City of Briarokes from Revenue Sharing money ✓ received by the County for the last quarter.

All voted aye.

A motion was made by Judge Cooke and seconded by Commissioner Aldridge to strike from the minutes the amount approved for payment to Altaras, Altaras and Altaras Law firm for fees on the Aleta McVicker Lawsuit, as approved in executive session.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to approve the minutes as read, with the exception of portion to be ✓ stricken from record, by the County Clerk.

All voted aye.

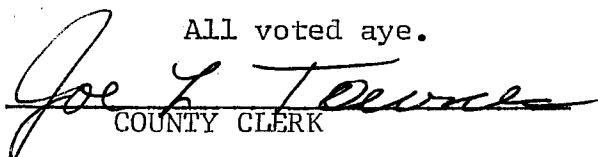
A motion was made by Commissioner Hadley and seconded by Commissioner Reese to approve bills as read by the County Auditor. ✓

All voted aye.

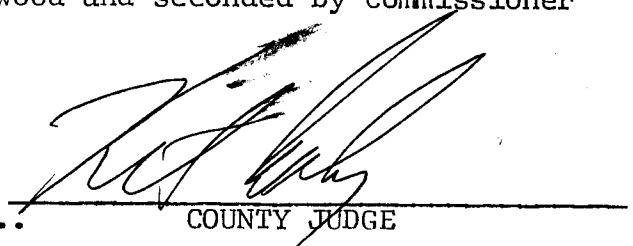
Court recessed at 10:00 A. M. and re-convened at 10:10 A. M. with all members present.

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

All voted aye.

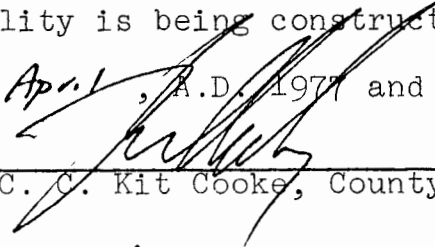
  
COUNTY CLERK

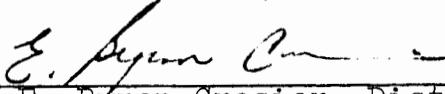
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COUNTY JUDGE

ORDER OF JUVENILE COURT


Pursuant to Article 51.12 of the Texas Family Code,  
We, C. C. Kit Cooke and E. Byron Crosier, members of  
the Johnson County Juvenile Board of Johnson County do this  
day personally approve the Cleburne Police Department  
✓ facility to be used as a Juvenile Detention Facility for the  
next three months because our present Detention Facility is  
being remodeled and a new facility is being constructed. This  
order given on this 27 day of April, A.D. 1977 and submitted  
to Commissioners Court.

  
\_\_\_\_\_  
C. C. Kit Cooke, County Judge

  
\_\_\_\_\_  
E. Byron Crosier, District Judge

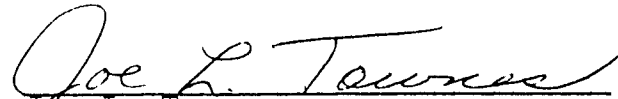
JUVENILE BOARD ORDER

On this the 2 day of May, 1977,  
the Juvenile Board of Johnson County hereby designates Jim  
Hallman, Attorney at Law, to be the substitute Judge author-  
ized by Section 51.04 (f) of the Texas Family Code. Jim  
Hallman shall have all Rights, Duties, and Authority author-  
ized by Law for the proper discharge of his duties as Juvenile  
✓ Judge of Johnson County from the 2nd day of May, 1977, through  
May 4th, 1977.

  
C. C. (Kit) Cooke  
County Judge  
Juvenile Court, Johnson County

SUBSCRIBED AND SWORN TO BEFORE ME, this the 2 day  
of May, 1977.

(SEAL)

  
Joe L. Townes  
County Clerk  
Johnson County, Texas

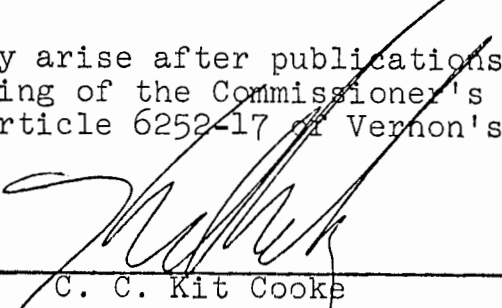


A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
MAY 2, 1977 - 9:00 A.M.

1. Invocation
- 2 Reading of previous Minutes
3. Payment of monthly bills
4. Mr. T. L. Young regarding roads in Caddo Forrest Estates
5. Beverly McJilton re: List of names for Historical Committee
6. Discuss Environmental Protection Agency resolution on emission controls System for County Vehicles.
7. Letter from City regarding parking spaces for Sheriff's Department
8. Steve Erickson Regarding Grant through Criminal Justice COG for Juveniles
9. John Anderson and Betty McKean regarding NCTCOG, County Personnel Assistance Project
10. Sheriff Huffman regarding sale of metal materials for salvage taken out of the Johnson County Jail renovation
11. Noble Owen regarding roads south of Egan,
12. City of Burleson regarding absentee voting box in the City of Burleson.
13. Mr Henry Pettijohn regarding preliminary plats on Brookhollow Addition and Caddo Peak Addition (2nd phase).
14. Don Szurgot and Barney Ballard regarding approval of final plat for two areas of Little Brook Estates
15. Letter from Curtis Dean Scott, Chairman of Johnson County Soil and Water Conservation District regarding flood areas, and construction.

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

  
\_\_\_\_\_  
C. C. Kit Cooke  
County Judge  
Johnson County, Texas

Posted: April 26, 1977  
11:30 A.M.  
Johnson County Courthouse

STATE OF TEXAS :  
 : MAY 2, 1977  
 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 Court-  
 house in Cleburne, Texas, with the following members present: C. C. "Kit"  
 Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B.  
 Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of  
 Precinct No. 3 and B. B. Aldridge, Commissioner of Precinct No. 4, and Joe  
 L. Townes, County Clerk.

Invocation was given by Lloyd Reese, Commissioner of Precinct No.  
 3.

A motion was made by Commissioner Atwood and seconded by Commis-  
 sioner Aldridge to add the following people as members of the Johnson County  
 Historical Committee:

Jane S. Dillion  
 2010 Pebble Creek  
 Cleburne, Texas

Linda Stowe  
 901 Colonial  
 Cleburne, Texas, and

Mrs. Ann Bailey  
 Route #1, Liberty Chapel  
 Cleburne, Texas.

All voted aye.

Judge Cooke informed the court that the Environmental Protection  
 Agency can fine counties for tampering with the emission controls on County  
 Vehicles as directed by the Compliance Division, Texas Air Control Board.

City of Cleburne approved additional parking spaces on the north-  
 side of the courthouse for the Sheriff's Department to cover the period of  
 construction and renovation of the County Jail.

A motion was made by Commissioner Aldridge and seconded by Commis-  
 sioner Atwood not to accept the grant for the County Juvenile Probation Depart-  
 ment as outlined by the Criminal Justice Department through the North Central  
 Texas Council of Government for five year funding. Passed for further study.

1st year	100% fund C. O. G.
2nd year	20% County 80% C. O. G.
3rd year	40% County 60% C. O. G.
4th year	60% County 40% C. O. G.
5th year	80% County 20% C. O. G.

C. W. Atwood - Precinct No. 1	Voted for
O. B. Hadley - Precinct No. 2 -	Voted for
Loyd H. Reese - Precinct No. 3	Voted for
B. B. Aldridge - Precinct 4	Voted for
 Judge Cooke -	 Voted Against

Mr. T. L. Young, Developer of Caddo Forrest Estates, agreed to pay the County Commissioner of Precinct No. 2, \$5,000.00 within thirty (30) days from May 2, 1977, for his part of the road repairs necessary in Caddo Forrest Estates, that has occurred within the past two (2) years. The fee to be paid to the County Auditor. Upon receipt of \$5,000.00 the County will give Mr. T. L. Young a release.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to accept the following County Personnel Assistance Project, as offered by the North Central Texas Council of Governments.

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NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
COUNTY PERSONNEL ASSISTANCE PROJECT

OBJECTIVE: The primary objective of this project is to assist interested county governments develop and/or improve their procedures in the personnel management area.

PROJECT TECHNIQUES: Participating counties will work together under the guidance of a NCTCOG project coordinator. At appropriate times during the project, several one-day workshops will be conducted to train participants in the administration of their personnel program. In addition, NCTCOG project personnel will schedule on-site visits to each participating county in order to supplement these workshops.

PROJECT WORK PLAN: Personnel procedures will be individually tailored to permit each county's existing staff to perform all necessary functions.

1. Personnel System Evaluation - All county personnel activities will be reviewed to gather data regarding current programs and to formulate recommendations for improvement.

2. Employment Process - Forms, procedures and techniques will be developed for each phase of the employment process from the occurrence of a vacancy through the new employee's completion of probation.

3. Personnel Regulations - Personnel rules will be reviewed and a recommended Personnel Policies Manual for each county will be developed. In addition, guidance and a recommended format for developing an Affirmative Action Plan will be furnished upon request.

4. Classification and Compensation Plan Development - Guidelines will be provided for use in developing a set of job descriptions, including minimum qualifications, for all positions in the county. This Position Classification Plan will be used to assist the county in reviewing and/or adopting a Pay Plan with pay ranges for each county position.

TIME FRAME: The project is tentatively scheduled to begin May 1, 1977, and will conclude in approximately 22 weeks.

PARTICIPANTS COST: There will be no charge to the county for participating in the project.

COUNTY PARTICIPATION: The program has been organized specifically to assist the 14 smaller county governments in North Central Texas, excluding Dallas and Tarrant Counties. Collin County participated in the program last year and has already adopted many of the recommended procedures. For the 1977 program, Hunt County and Palo Pinto County Commissioner's Courts have already adopted resolutions of participation in the project. Parker County Commissioner's Court presently has the project under consideration; and NCTCOG has not yet visited with the other counties in the region to invite their participation.

All voted aye.

It was agreed between Commissioner O. B. Hadley, Commissioner of Precinct 2, and Commissioner Loyd Reese, Commissioner of Precinct No. 3, that the road referred to by Noble Owen was a part of County Road 805-B, and would be maintained by Commissioner Hadley, as Mr. Owen's portion of the road is in Precinct No. 2.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese that the Commissioners would use all of the metal salvaged from the renovation of the County Jail.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to authorize the County Clerk to establish an Absentee Voting Box in Burleson for Primary and General Elections. City of Burleson to furnish space in the City Hall and the County to furnish the Clerk.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Atwood to approve the preliminary plat of Brookhollow Addition upon deposit of required fee.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Atwood to approve preliminary plat of Caddo Peak Addition - Phase No. 2 - upon deposit of required fee.

All voted aye.

At 10:10 A. M. Commissioners' Court took a break for ten minutes. Reconvened at 10:20 A. M. with all members and Judge Cooke present.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to approve the final Revised Plat of Littlebrook Estates.

All voted aye.

The following letter from Johnson County Soil and Water Conservation District, as follows:

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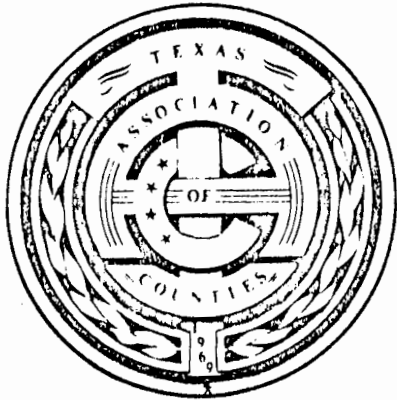
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The County was advised that they are entitled to \$1,343.00 refund from Workmen's Compensation, as follows:



## TEXAS ASSOCIATION OF COUNTIES

8th & Brazos - Suite 1102 Austin, Texas 78701 (512) 478-8753  
Texas Commodore  
Mailing Address: P.O. Box 2131 78768  
Sam E. Clonts  
Executive Director

*Johnson County*

TO: COMMISSIONERS COURT OR COORDINATOR

RE: WORKMEN'S COMPENSATION--DIVIDENDS AND INTEREST REFUND

We are very happy to report that the Board of Trustees of the TAC Workmen's Comp Fund has awarded a dividend for the year 1975 for those entities with a loss ratio of 60% or below. Also, they have requested a portion of the interest earned on premiums received during 1975 be returned to those participating.

The enclosed check represents the following refund(s):

DIVIDEND	\$ <u>1,185</u>
ADDITIONAL DIVIDEND--1974	\$ <u>          </u>
INTEREST REFUND	\$ <u>158</u>
TOTAL REFUND	\$ <u>1,343</u>

This dividend was made possible in view of the excellent way the participants have kept their losses at a minimum; and it is the hope of the Board that all will continue to give safety engineering careful attention and endeavor to prevent as many accidents as possible, not only for a good loss ratio, but for the protection of the employees.

If you have any comments about the Fund or suggestions, we would be glad to hear from you at any time.

Cordially,

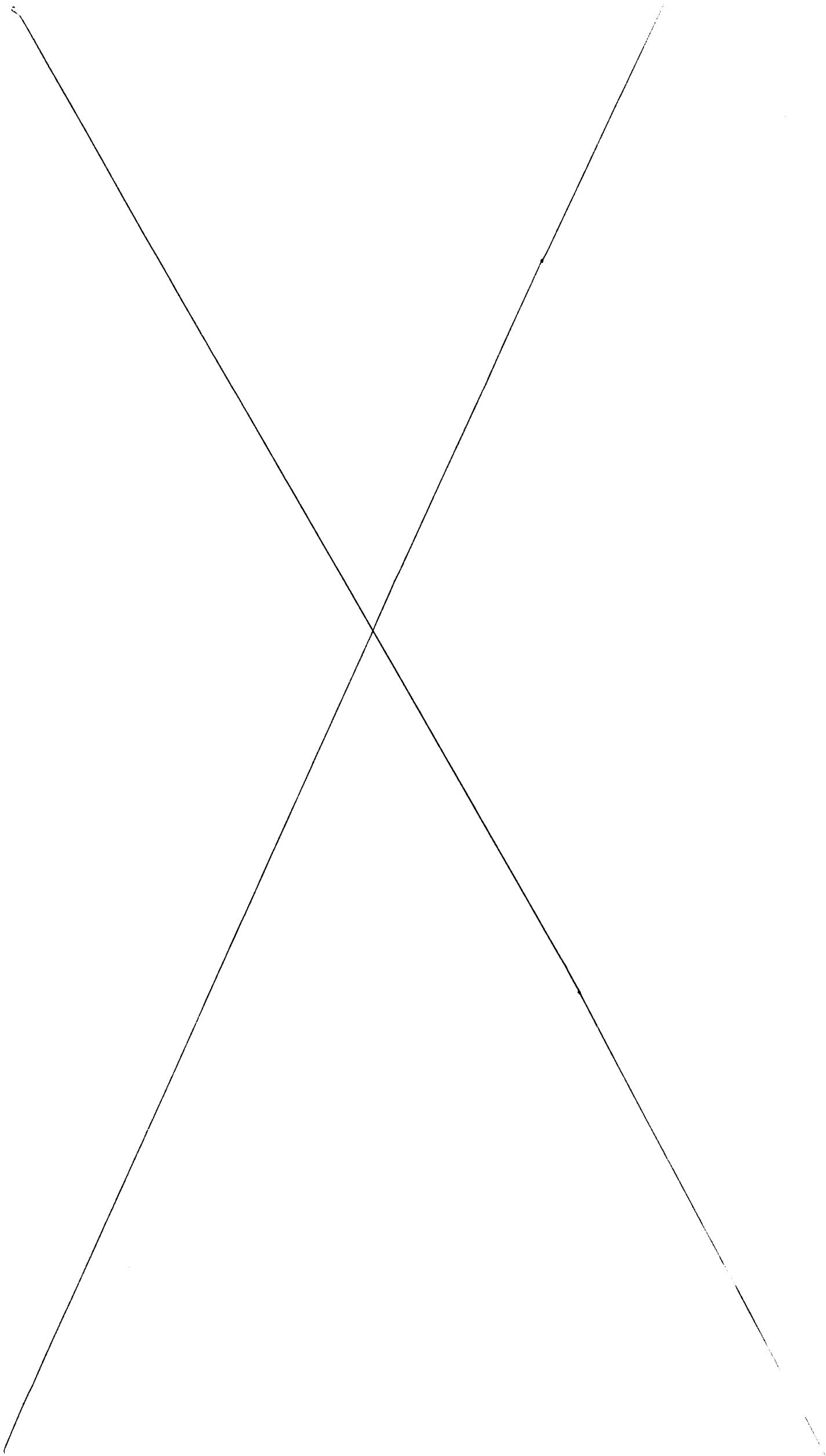
*Sam*  
Sam E. Clonts

SEC/mas

Enc.

*Rec'd 4-27-77*

736-A



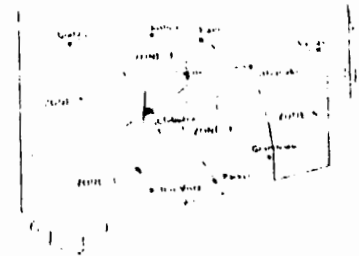
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737

Johnson County Soil and Water Conservation District No. 5-11

BOX 2000 CLEBURNE TEXAS 76031



April 22, 1977

**Directors**

**CURTIS DEAN SCOTT**  
Chairman  
P.O. Drawer A  
Cleburne, Texas 76031

**CHESTER E. MOSELEY**  
Vice-Chairman  
Route 4, Box 1315  
Cleburne, Texas 76031

**ROBERT A. KING**  
Secretary-Treasurer  
Glen Rose Star Route  
Cleburne, Texas 76031

**BURL B. KEITH**  
Route 5, Box 349  
Cleburne, Texas 76031

**JOHN HARDEE**  
Route 2  
Alvarado, Texas 76009

Honorable C. C. (Kit) Cooke III  
Johnson County Judge  
Courthouse  
Cleburne, Texas 76031

Dear Judge Cooke:

In our work of supervising the maintenance of Floodwater Retarding Structures in Chambers Creek Watershed we have found that property is being sold and dwellings are being built on land in the flood plane and on property covered by a flood easement granted to Johnson County Soil and Water Conservation District.

Even those out of the easement are experiencing problems with septic tanks and filter fields because of the soil being saturated with water.

We suggest that if there is any way possible, the County use any powers you may have to inform the home owners and developers of the situation and attempt to prevent construction of buildings in these areas.

Sincerely,

*Curtis Dean Scott*

Curtis Dean Scott, Chairman  
Board of Directors  
Johnson County Soil and Water  
Conservation District

CDS:gd

cc: Honorable Olin E. Teague, Congressman, House of Representatives  
Washington, D.C. 20515

737

CONSERVATION - DEVELOPMENT - SELF GOVERNMENT

737



New boundary lines Voting Precinct Boxes 10, 27, 9 and 26 entered in the official minutes.

VOTING PRECINCT NO. 27 Burleson

BEGINNING at the Johnson-Tarrant County line at the center of FM Road 1902; THENCE in a southerly direction along the center line of FM Road 1902 to its intersection with County Road 920; THENCE in an easterly direction along the center line of County Road 920 to its intersection with County Road 919; THENCE in a southeasterly direction along the center of County Road 919 to its intersection with County Road 1016; THENCE in a southwesterly direction along the center line of County Road 1016 to its intersection with County Road 914; THENCE in a southeasterly direction along the center line of County Road 914 to its intersection with County Road 1021; THENCE generally in a northeasterly direction along the center of County Road 1021 to its intersection with State Highway 174; THENCE in a northerly direction along the center line of State Highway 174; THENCE in a northerly direction along the center line of State Highway 174 to its intersection with Northwest Newton Drive in the City of Burleson, Texas; THENCE in a northwesterly direction along the center line of Northwest Newton Drive to its intersection with Southwest Murphy Road; THENCE in a southwesterly direction along the center line of Southwest Murphy Road to its intersection with Ann Lois Lane; THENCE in a northwesterly direction along the centerline of Ann Lois Lane to its intersection with Southwest Rand Drive; THENCE in a southerly direction with Southwest Rand Drive to its intersection with Charlyne Drive; THENCE in a northwesterly direction along the center of Charlyne Drive to its intersection with County Road 922; THENCE in a generally westerly direction along the center of County Road 922 to the Johnson-Tarrant County line; THENCE in a westerly direction to the place of beginning.

VOTING PRECINCT NO. 10: Burleson

BEGINNING at a point on the Johnson-Tarrant County line and in the center line of County Road 922; THENCE in a generally southerly and easterly direction along the centerline of County Road 922 to its intersection with Charlyne Drive; THENCE in a southeasterly direction along the centerline of Charlyne Drive to its intersection with Southwest Rand Drive; THENCE in a generally northerly direction along the center line of Southwest Rand Drive to its intersection Ann Lois Lane; THENCE in a generally southeasterly direction along the center line of Ann Lois Lane to its intersection with Southwest Murphy Road; THENCE in a generally northeasterly direction along the center line of Southwest Murphy Road to its intersection with Northwest Newton Drive; THENCE in a generally southeasterly direction along the center line of Northwest Newton Drive to its intersection with State Highway 174; THENCE north along the center line of State Highway 174 to its point of intersection with the Johnson-Tarrant County line; THENCE in a westerly direction along the Johnson-Tarrant County line to its place of beginning.

740

VOTING PRECINCT NO. 9: Joshua

BEGINNING at the center of the intersection of County Road 904 with State Highway 174; THENCE in a southerly direction along the centerline of State Highway 174 to its intersection with County Road 704; THENCE in a southeasterly direction along the center of County Road 704 to its intersection with County Road 805B; THENCE in a northerly direction along the center of County Road 805B to its intersection with FM Road 2280; THENCE in a northerly direction along the center of FM Road 2280 to its intersection with FM Road 917; THENCE in an easterly direction along the center line of FM Road 917 to its intersection with the Right of Way of the M.K. and T. Railway Company; THENCE in a northerly direction with the Right of Way of the M.K. and T. Railway Company to a point in the center of County Road 805; THENCE in a general southerly direction along the center of County Road 805 to its intersection with FM Road 917; THENCE in a westerly direction along the center line of FM Road 917 to its intersection with FM Road 731; THENCE in a northerly direction along the centerline of FM Road 731 to its intersection with State Highway 174; THENCE along the center line of State Highway 174 in a southerly direction to its intersection with Main Street in the City of Joshua, Texas; THENCE in a southerly direction along the center line of Main Street in the City of Joshua, Texas, to its intersection with State Highway 174; THENCE in a southerly direction to the place of beginning.

740

VOTING PRECINCT NO. 26: Joshua.

BEGINNING at the Johnson-Tarrant County line in the center of County Road 1004; THENCE in a southerly direction along the center of County Road 1004 to its intersection with County Road 915; THENCE in an easterly direction along the center of County Road 915 to its intersection with County Road 1007; THENCE in a southerly direction along the center of County Road 1007 and County Road 1008 to its intersection with FM Road 917; THENCE in an easterly direction along the center of FM Road 917 to its intersection with County Road 1011; THENCE in a southerly direction along the center of County Road 1011 to its intersection with County Road 905; THENCE in an easterly direction along the center of County Road 905 to its intersection with County Road 1010; THENCE in a southerly direction along the center of County Road 1010 to its intersection with County Road 904; THENCE in an easterly direction along the center of County Road 904 to its intersection with State Highway 174; THENCE in a northerly direction along the center line of State Highway 174 to its intersection with Main Street in the City of Joshua; THENCE in a northerly direction along the center of Main Street through the City of Joshua to its intersection with State Highway 174; THENCE north along the center of State Highway 174 to its intersection with County Road 1021; THENCE westerly along the centerline of County Road 1021 and southerly along the centerline of County Road 1021 to its intersection with County Road 914; THENCE northwesterly with the center of County Road 914 to its intersection with County Road 1016; THENCE northeasterly along the centerline of County Road 1016 to its intersection with County Road 919; THENCE northwesterly along the centerline of County Road 919 to its intersection with County Road 920; THENCE in a westerly dir-

ection along the center of County Road 920 to its intersection with FM Road 1902; thence in a northerly direction along the center of FM Road 1902 to the Johnson-Tarrant County line; THENCE in a westerly direction along the Johnson-Tarrant County line to the place of beginning.

A motion was made by Commissioner Atwood and seconded by Commissioner Aldridge to approve the deputation of John R. Hale as Deputy Sheriff.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to authorize the purchase of two (2) filing cabinets for the Tax Office, as requested by J. C. Bennett, at a cost of \$196.00 each.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to approve the County Treasurer's First Quarterly Report, covering the period from January 1, 1977, through March 31, 1977.

All voted aye.

Commissioner Hadley presented the following petition to the court for speed limit signs in Precinct No. 2:

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We, the undersigned residents of Rt. 1 Joshua and Rt. 4 Cleburne which includes the Lane Prairie and Buffalo Acres areas, on county roads 704, 801, and 801 A, request the posting of "Slow, Children at Play" signs to alert speeding motorists to observe speed limits that we wish to have set, before some child is hurt or killed.

- |                                     |                             |                   |
|-------------------------------------|-----------------------------|-------------------|
| 1. Charles C. Bensch                | 21. Robert J. Davis         | 41. Doylee Stapp  |
| 2. Mary Breuer <sup>11/16/68</sup>  | 22. Homer McGowan           | 42. Carol Stapp   |
| 3. William E. Hall                  | 23. Velma McGowan           | 43. Amanda Deale  |
| 4. Mary Lou Hall                    | 24. Ruth M. Davis           | 44. Thomas Deale  |
| 5. Wendell Denton                   | 25. David Sharp             | 45. Carolyn Stapp |
| 6. Fern Cox                         | 26. Edwin R. Bradford       | 46. Betty May     |
| 7. Bill Cox                         | 27. Audrey Bradford         | 47.               |
| 8. Marguerite Sharp                 | 28. Jess Stegemoller        | 48.               |
| 9. Shirley Grossman                 | 29. Amy Stegemoller         | 49.               |
| 10. Mrs. Maude Deale                | 30. John H. Elder           | 50.               |
| 11. J. M. Shell <sup>11/16/68</sup> | 31. Mrs. John H. Elder      |                   |
| 12. J. M. Shell                     | 32. Max Walker              |                   |
| 13. Stacey Inabold                  | 33. Carla Howard            |                   |
| 14. Alvin Stegemoller               | 34. Andy Barnett            |                   |
| 15. Barbara Walker                  | 35. Jack Barnett            |                   |
| 16. J. H. Elder                     | 36. Mr. & Mrs. John Raloff  |                   |
| 17. Mrs. J. H. Elder                | 37. Mr. & Mrs. O. H. Watson |                   |
| 18. Mrs. Melvin Rouser              | 38. Don L. Howard III       |                   |
| 19. Mrs. Peggy S. Lollar            | 39. Mrs. Don Medrano        |                   |
| 20. Richard Lollar                  | 40. Mrs. Maurine Barnett    |                   |

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

All voted aye.

Justice of the Peace, Vernon Asher, was granted permission to attend a Justice of the Peace School at Duncanville, from May 10th through May 13th, 1977. The County will pay mileage to and from Duncanville.

A motion was made by Commissioner Aldridge and seconded by Commissioner Atwood to authorize the County Auditor permission to attend the State Institute, Austin, Texas, for County Auditors from May 11th through May 13th, 1977.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to authorize payment of monthly bills as read by the County Auditor.

All voted aye.

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

All voted aye.

Joe L. Townes  
COUNTY CLERK

[Signature]  
COUNTY JUDGE

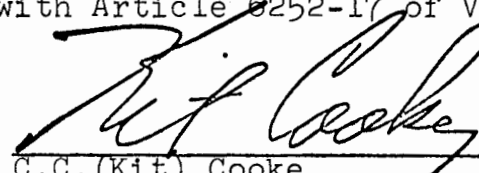
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A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
MAY 9, 1977 - 9:00 A.M.  
COUNTY COURTROOM

1. Invocation
2. Reading of previous Minutes.
3. Payment of monthly bills.
4. Organize Board of Equalization for County Taxation hearings.
5. Open bids on insurance on County Properties.
6. Consider speed limit signs on County Roads 704, 801, 801A, and 1121 thru 1227.
7. Voting Box changes will be approved on Box 9 and 10.
8. Resignation of Mrs. J.W. Howard as Election Judge of Box 20.
9. Mr. J. D. Moore regarding approval of preliminary plat for River Valley Addition.

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

  
C.C. (Kit) Cooke  
County Judge  
Johnson County, Texas

Posted: May 4, 1977  
11:30 A.M.  
Johnson County Courthouse



STATE OF TEXAS                   :  
                                      :  
COUNTY OF JOHNSON            :                   MAY 9, 1977

BE IT REMEMBERED AT A REGULAR MEETING OF THE COMMISSIONERS' COURT  
IN AND FOR JOHNSON COUNTY, TEXAS, on the above-mentioned date at the Court-  
house in Cleburne, Texas, with the following members present: C. C. "Kit"  
Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B.  
Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of  
Precinct No. 3 and B. B. Aldridge, Commissioner of Precinct No. 4, and Joe  
L. Townes, County Clerk.

Invocation was given by B. B. Aldridge, Commissioner of Precinct  
No. 4.

A motion was made by Commissioner Hadley and seconded by Commissioner Aldridge to hold Board of Equalization starting at 10:00 A. M., June 1st and 2nd and 3rd, 1977, if needed, as follows:

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## REFERENCES

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## References

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ORGANIZATION OF BOARD OF EQUALIZATION

BE IT REMEMBERED that on this the 9th day of  
May, 19 77, the Commissioners' Court of  
Johnson County, Texas, was duly convened as a  
Board of Equalization, at the regular meeting place at the Courthouse  
in the Town of Cleburne, Johnson  
County, Texas, for the purpose of equalizing the values of all taxable  
property, located in said County, for the purposes of taxation for the  
year 19 77, with all members of said Court, viz.:

<u>C. C. "Kit" Cooke</u>	County Judge
<u>C. W. Atwood</u>	Commissioner, Prec. No. 1
<u>O. B. Hadley</u>	Commissioner, Prec. No. 2
<u>Loyd Reese</u>	Commissioner, Prec. No. 3
<u>B. B. Aldridge</u>	Commissioner, Prec. No. 4
Present and participating	

That upon convening of said Board, and prior to entering  
upon their duties as a Board of Equalization, each of the above named  
members took and subscribed to the following oath:

"I, \_\_\_\_\_, a member of the  
Board of Equalization of Johnson County, Texas, for  
the year A.D., 19 77, hereby solemnly swear:

"That in the performance of my duties as a member of such  
Board for said year I will not vote to allow any taxable property to  
stand assessed on the tax rolls of said County for said year at any sum  
which I believe to be less than its true market value, or, if it has no  
market value, then its real value; that I will faithfully endeavor, and  
as a member will move to have each item of taxable property which I  
believe to be assessed for said year at less than its true market value,  
or real value, raised on the tax rolls to what I believe to be its true  
market value, if it has a market value, and if not, then to its real  
value, and that I will faithfully endeavor to have the assessed valuation  
of all property subject to taxation within said County, stand upon the  
tax rolls of said County for said year at its true cash market value, or  
if it has no market value, then its real value, I solemnly swear that I  
have read and understand the provisions contained in the Constitution  
and Laws of this State relative to the valuation of taxable property,  
and that I will faithfully perform all of the duties required of me  
under the Constitution and Laws of this State. So help me God"

Johnson County, Cleburne Texas.  
9th day of May, 19 77

OATH OF BOARD OF EQUALIZATION

"I, as a member of the Board of Equalization of

Johnson County, Texas, for the year A.D. 19 77

hereby solemnly swear:

"That in the performance of my duties as a member of such Board for said year, I will not vote to allow any taxable property to stand assessed on the tax rolls of said County for said year at any sum which I believe to be less than its true market value, or, if it has no market value, then its real value; that I will faithfully endeavor, and as a member will move to have each item of taxable property which I believe to be assessed for said year at less than its true market value, or real value, raised on the tax rolls to what I believe to be its true market value, if it has a market value, and if not, then to its real value; and that I will faithfully endeavor to have the assessed valuation of all property subject to taxation within said County, stand upon the tax rolls of said County for said year at its true cash market value, or, if it has no market value, then its real value. I solemnly swear that I have read and understand the provisions contained in the Constitution and Laws of this State relative to the valuation of taxable property and that I will faithfully perform all of the duties required of me under the Constitution and Laws of this State, so help me God."

[Signature]  
County Judge

C. H. Atwood  
Commissioner, Precinct #1

O. B. Hadley  
Commissioner, Precinct #2

Lloyd Reese  
Commissioner, Precinct #3

B. B. Aldridge  
Commissioner, Precinct #4

SUBSCRIBED AND SWORN TO BEFORE ME, on this the

9th day of May, 19 77, by

C C "Kit" Cooke County Judge

C. W. Atwood Commissioner, Precinct #1

O. B. Hadley Commissioner, Precinct #2

Lloyd Reese Commissioner, Precinct #3

B. B. Aldridge Commissioner, Precinct #4

Each

Joe L. Townes  
County Clerk Johnson  
County, Texas

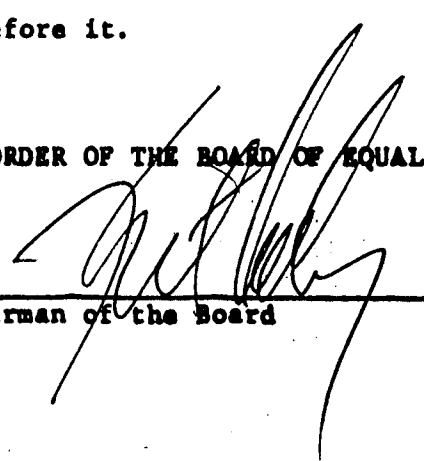
9th day of May, 19 77

ORDER RECESSING BOARD OF EQUALIZATION

BE IT REMEMBERED, that the Board of Equalization in and  
 for Cleburne City, Johnson County,  
 Texas, having been regularly convened and being in session on this the  
9th day of May A.D., 19 77, the following  
 order was upon motion of Mr. O. B. Hadley, a member of the  
 Board of Equalization duly seconded by Mr. B. B. Aldridge,  
 a member of the Board of Equalization, unanimously carried and adopted,  
 to-wit:

There being no immediate business to be transacted by  
 said Board, it is ordered that said Board ~~do not~~ recess until ~~9:00~~ 10:00  
 o'clock A.M. the 1st day of June A.D., 19 77,  
 at which time said Board of Equalization will further resume the trans-  
 action of such business as may come before it.

BY ORDER OF THE BOARD OF EQUALIZATION

  
 \_\_\_\_\_  
 Chairman of the Board

**ORDER DIRECTING THE COUNTY CLERK TO  
ADVERTISE MEETING OF THE BOARD OF EQUALIZATION**

BE IT REMEMBERED that the Board of Equalization in  
and for Johnson County, Texas, having been in  
session on this 9th day of May A.D., 19 77,  
the following order was, upon motion of Commissioner O. B. Hadley,  
and duly seconded by Commissioner B. B. Aldridge, unani-  
mously carried and adopted, to wit:

The County Clerk is hereby authorized and directed to  
give notice of meeting of the Board of Equalization by publication in  
a newspaper published in Johnson County, Texas, for  
at least ten days prior to said meeting of said Board.

The County Clerk is also instructed to give individual  
notice to all taxpayers whose properties are raised, if their addresses  
are known.

  
\_\_\_\_\_  
County Judge

Cleburne County, Johnson, Texas

9th day of May A.D., 19 77

NOTICE OF EQUALIZATION

In obedience to the order of the Board of Equalization regularly convened and sitting, notice is hereby given that said Board of Equalization will be in session at its regular meeting place in the Courthouse in the town of Cleburne, Johnson County, Texas, at 10:00 A.M. on June, the 1st, 2nd & 3rd day of June, 19 77, for the purpose of determining, fixing and equalizing the value of any and all taxable property located in Johnson County, Texas, for taxable purposes for the year 19 77, and any and all persons interested or having business with said Board are hereby notified to be present.

Joe L. Townes  
County Clerk Johnson  
County, Texas

Cleburne County, Johnson Texas  
9th day of May, 19 77

All voted aye.

Opening of Insurance bids on County property was passed until Wednesday May 11, 1977, at 9:00 A. M., at which time an emergency special meeting will be held.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to authorize the posting of speed limit signs at 40 miles per hour every 1/2 mile on the following roads in Precinct No. 2:

CR 704 - Starting at State Highway 174 and post a sign at every intersection through 801-A

CR 801 - Start with its intersection with CR 704 to Buffalo

Acres to its intersection with 801-A

CR 801 A - to its intersection with CR 801, post a sign at each end of 801 A.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the posting of speed limit signs at 40 miles per hour on the following roads in Precinct No. 1

CR 1121 - from the Cleburne City limits to its intersection with CR 1227. One speed limit sign at each end.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to divide Voting Box 9 at Joshua and Voting Box 10 at Burleson and to create two (2) new boxes, Box 26 at Joshua and 27 at Burleson, as outlined by the County Attorney and recorded in Commissioners' Court Minutes, Vol. 17, page 739.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Atwood to accept the resignation of Mrs. J. W. Howard, Election Judge Box 20, and to send her a Certificate of Appreciation.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Aldridge to approve the preliminary plat of River Valley Addition, as presented by Mr. J. D. Moore, Developer and Owner, subject to the following instructions:

1. Each lot must have 2500 gallon Septic Tanks.
2. A Minimum of 300' Lateral Line.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Aldridge to approve minutes as read by the County Clerk - with the following correction:

On CR 805-B the gravel will be furnished by Precinct No. 3 and maintained by Precinct No. 2, as requested by Noble Owen.

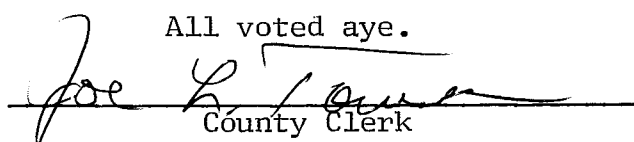
All voted aye.

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

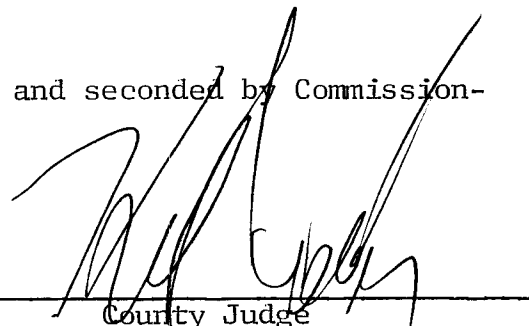
All voted aye.

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

All voted aye.

  
County Clerk

...oo0oo...

  
County Judge

A G E N D A

NOTICE OF SPECIAL CALLED MEETING OF JOHNSON COUNTY  
COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
MAY 11, 1977 - 9:00 A.M.  
COUNTY COURTROOM

The Commissioner's Court of Johnson County, Texas  
is hereby calling this special meeting for the purpose  
of consideration of the following item of business.

1. Purpose of opening Insurance bids.

This is an Emergency Called Meeting for the purpose  
stated above.

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



C. C. Kit Cooke  
County Judge

Posted: May 9, 1977  
11:30 A.M.  
County Courthouse



STATE OF TEXAS :  
COUNTY OF JOHNSON : MAY 11, 1977

BE IT REMEMBERED AT A SPECIAL CALLED 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: C. C. "Kit" Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B. Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of Precinct No. 3 and B. B. Aldridge, Commissioner of Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by Judge Cooke.

A motion was made by Commissioner Hadley and seconded by Commissioner Atwood to accept the low bid of Nitsche Insurance Agency, Burleson, Texas, for County Insurance, to be put on binder by May 15, 1977, as follows:

## *Nitsche Insurance Agency*

124 West Renfro  
Burleson, Texas 76028

Business  
817/295-1163

Residence  
817/295-8573



### JOHNSON COUNTY COMMISSIONER COURT

**FIRE INSURANCE:** Buildings and/or contents are insured for perils of fire and extended coverage with a total amount of insurance of \$9,947,500.

**PREMIUM:** \$14,400 for 3 years (No Interest Note Applies)

**GENERAL LIABILITY:** Bodily injury limits of \$300,000 and premises medical payments of \$500 each person/\$10,000 each accident applies to the Court House and County Jail

**PREMIUM:** \$487 (15% Dividend Applies)

**AUTO INSURANCE:** Bodily injury limits of \$100,000 each person and \$300,000 each occurrence including fire and theft applies to each vehicle

**PREMIUM:** \$4,448 (1977 anticipated .82 modifier included and 15% dividend applies)

**INSURANCE COMPANIES:** The Aetna Casualty & Surety Company and The St. Paul  
Rated by Best as A + AAAAA

**AGENT:** Kenneth L. Nitsche  
Nitsche Insurance Agency  
509 S/W Wilshire Suite E  
Burleson, Texas

COUNTY AUDITOR  
RECEIVED DATE 5/19/77  
AM PM

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to authorize Commissioner of Precinct No. 3 permission to sell junk pickup trucks.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize Commissioner Precinct No. 3 authority to sell old GI 1½ ton truck.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Hadley to authorize Commissioner of Precinct No. 4 to do street work in the City of Grandview in accordance with recorded contract.

All voted aye.

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

All voted aye.

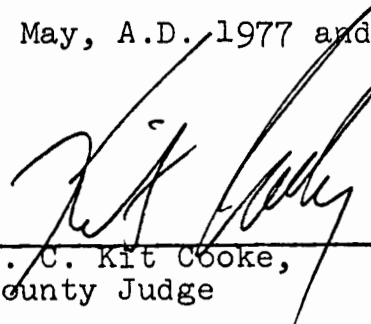
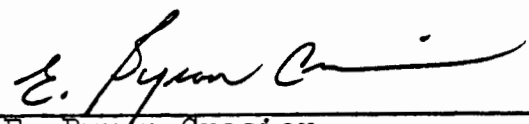
Joe L. Townes  
COUNTY CLERK

[Signature]  
COUNTY JUDGE

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ORDER OF JUVENILE COURT

✓ Pursuant to Article 51.12 of the Texas Family Code,  
We, C. C. Kit Cooke and E. Byron Crosier, members of  
the Johnson County Juvenile Board of Johnson County do this  
day personally approve the Burleson Police Department  
facility to be used as a Juvenile Detention Facility for the  
next three months because our present Detention Facility is  
being remodeled and a new facility is being constructed. This  
order given on this 17 day of May, A.D. 1977 and submitted  
to Commissioners Court.

  
\_\_\_\_\_  
C. C. Kit Cooke,  
County Judge  
\_\_\_\_\_  
E. Byron Crosier,  
District Judge

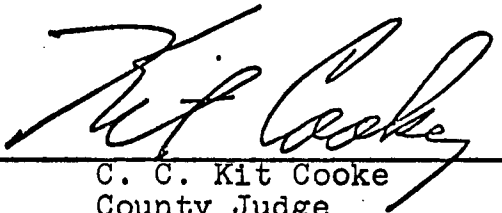
A G E N D A

NOTICE OF SPECIAL CALLED MEETING OF JOHNSON COUNTY  
COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
MAY 23, 1977 - 10:00 A.M.  
COUNTY JUDGE'S OFFICE

The Commissioner's Court of Johnson County, Texas  
is hereby calling this special meeting for the purpose  
of consideration of the following item of business.

1. Special called Meeting of Johnson County Commissioner's Court Monday, May 23, 1977 at 10:00 A.M. in the County Judge's Office for the purpose of approving Permit to Johnson County Rural Water Supply Corporation for a water pipe line in County Right of Way.

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

  
C. C. Kit Cooke  
County Judge

Posted: May 18, 1977  
2:30 P.M.  
County Courthouse



TO: Johnson County Rural Water Supply Corporation  
Johnson County, Texas

The Commissioners Court of Johnson County, Texas, has no objection to Johnson County Rural Water Supply Corporation, a non-profit Texas 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 the Commissioners 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 the 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 Johnson County Rural Water Supply Corporation.

It is expressly understood that the Commissioners 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 roads, 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 damages to said water line while improving and maintaining County roads.

It is agreeable with the County that this permit can be assigned to the Farmers Home Administration, an agency of the United States Government, for collateral monies received to construct said water line.

Dated this 23<sup>rd</sup> day of May, 1977.

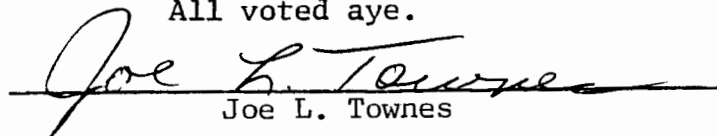
C. W. Atwood  
Commissioner C. W. Atwood presiding  
in the absence of County Judge  
C. C. (Kit) Cooke

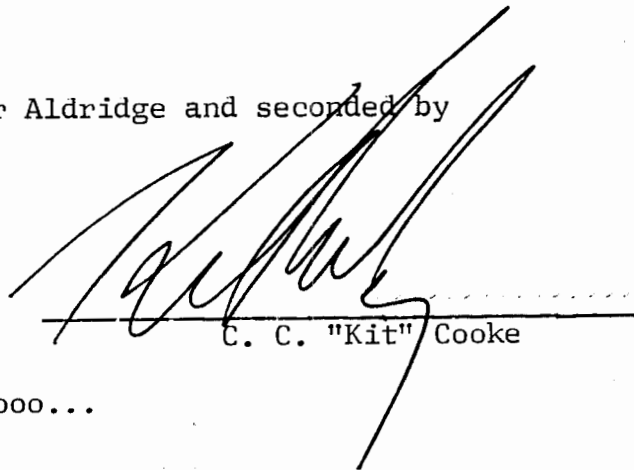
C. B. Valley  
Lloyd R. Rouse  
C. B. Aldridge  
Commissioners, Johnson County, Texas

All voted aye.

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

All voted aye.

  
Joe L. Townes

  
C. C. "Kit" Cooke

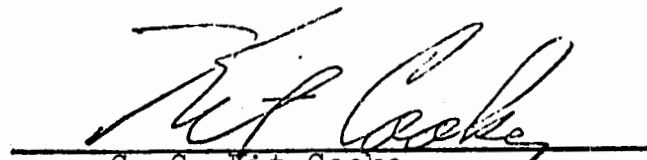
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A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
JUNE 1, 1977 - 9:00 A.M.

1. Invocation
2. Reading of previous Minutes
3. Payment on monthly bills
4. Sgt. Andrews requesting new Radar Equipment for Highway Patrol
5. County Auditor, Robert Wylie, requesting permission to cancel numerous outstanding old Jury Fund Checks
6. County Auditor, Bob Wylie, Betty Cooke and Wayne Bridewell requesting permission to seek 100% grant for Microfilm in District Clerk's Office
7. Gary Freedman regarding Cancer Income Plan
8. Board of Equalization hearings will be held at 10:00 A.M. on Wednesday, Thursday and Friday.

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

  
C. C. Kit Cooke  
County Judge  
Johnson County, Texas

Posted: May 26, 1977  
10:00 A.M.;  
County Courthouse

761

STATE OF TEXAS :  
COUNTY OF JOHNSON : JUNE 1, 1977

BE IT REMEMBERED AT A REGULAR MEETING OF THE COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above-mentioned date at the Court-house in Cleburne, Texas, with the following members present: C. C. "Kit" Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B. Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of Precinct No. 3 and B. B. Aldridge, Commissioner of Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by Judge Cooke.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to authorize the County Auditor to cancel the following outstanding checks from the General Fund and the Jury Fund.

UL 761

JOHNSON COUNTY GENERAL OUTSTANDING CHECKS

CANCELLED

CH.NO.	AMOUNT	NAME	DATE WRITTEN
307	8.00	Cleburne Pest Control	January 15, 1971
1018	10.00	Cleburne, Pest Control	October 14, 1975
1407	1.68	Jearl D. Godwin	December 8, 1975
1703	3.00	Glen Russell	January 14, 1976
1714	4.26	Jimmy L. Watkins	January 19, 1976
3123	2.00	Shelton Automotive	July 6, 1976



CANCELLED JURY CHECKS 762

Outstanding Jury Checks

Ck. No.	Amount	Name	Date Written
336	4.00	H. R. Lee	June 9, 1975
383	4.00	T. G. Barnett	June 23, 1975
396	4.00	John S. Butner	June 23, 1975
407	4.00	Miss Shelia Millsap	June 23, 1975
415	4.00	J. H. Biggerstaff	June 23, 1975
421	4.00	S. Smith	June 23, 1975
148	4.00	Marshall A. Claybrook	July 8, 1975
169	4.00	Virginia A. Favor	July 8, 1975
172	4.00	R. E. McLennan	July 8, 1975
5941	4.00	Edward L. Reed	July 16, 1975
5943	4.00	Jimmy W. Singleton	July 16, 1975
556	4.00	Everett W. Locke	Sept. 8, 1975
567	4.00	E. J. Massengale	Sept. 8, 1975
598	15.00	Cecil Kemp	Sept. 8, 1975
5945	4.00	Frank D. Rice	Sept. 22, 1975
5989	4.00	Donald A. Carroll, Sr.	Sept. 22, 1975
6027	4.00	Jesse B. Mercer	Sept. 22, 1975
257	4.00	Mrs. Joann Hall	Sept. 15, 1975
288	4.00	Mrs. Jack Walker	Sept. 22, 1975
639	4.00	E. F. Looney	Sept. 22, 1975
243	3.00	Sandra Holcomb	Sept. 11, 1975
698	4.00	Fay Day	Oct. 14, 1975
705	4.00	Gary L. Rose	Oct. 14, 1975
6085	4.00	Trudy Harp	Oct. 6, 1975
6095	4.00	Kenneth Hestilow	Oct. 6, 1975
6141	15.00	Mrs. F. W. Morrow	Oct. 6, 1975
6251	4.00	Ronald McWhorter	Oct. 20, 1975
6327	4.00	Max E. McKinney	Nov. 4, 1975
6340	4.00	Elmer H. Whisement	Nov. 4, 1975
	<u>137.00</u>		

762

Jury Outstanding Checks

Cancelled

763

Ck. No.	Amount	Name	Date Written
6387	4.00	L.O. Bentley	Nov. 17, 1975
6393	4.00	Mrs. Ruby Myers	Nov. 17, 1975
6410	4.00	Mrs. Clifford V. Britton	Nov. 18, 1975
6505	4.00	Cynthia Hines	Dec. 1, 1975
807	4.00	Larry E. Townsend	Nov. 12, 1975
6666	4.00	Rachel Guillory	Dec. 15, 1975
829	4.00	Sidney A. Nutt	Dec. 15, 1975
844	4.00	Billy C. Coffey	Dec. 15, 1975
6913	4.00	Mrs. B. C. Sain	Feb. 2, 1976
6955	4.00	David W. Jean	Feb. 2, 1976
1111	4.00	Mabel Warren	March 15, 1976
1034	4.00	F. O. Jackson	March 23, 1976
1052	4.00	Mrs. Willie Mae Williams	Feb. 23, 1976
1192	4.00	Bette L. Hutchins	April 26, 1976
7023	4.00	Walter C. Baccus	June 21, 1976
7157	4.00	Mrs. Robert A. Stanley	July 12, 1976
7192	4.00	Mrs. Geraldine Robertson	July 12, 1976
7195	4.00	T. J. Hapman	July 12, 1976
7216	7.50	Ruby Woodard	July 23, 1976
7230	4.00	Mrs. Pamela McCowan	Aug. 2, 1976
7243	4.00	James A. Scott, Jr.	Aug. 2, 1976
7254	4.00	Billie R. Procter	Aug. 2, 1976
7325	4.00	B. R. Carter	Aug. 16, 1976
7364	22.50	J. O. Sims	Aug. 18, 1976
7378	22.50	William L. Adams	Aug. 20, 1976
1255	4.00	Elwyn Jones	Aug. 30, 1976
7551	4.00	Mrs. C. C. Carroll, Jr.	Sept. 27, 1976

763

# Outstanding Jury Checks

CANCELLED

764

Ck. No.	Amount	Name	Date Written
7564	4.00	Jamne Colwell Knight	Sept. 27, 1976
7571	4.00	Anna M. Pope	Sept. 27, 1976
1318	4.00	Joe Mims	Oct. 27, 1976
7816	4.00	Ronald L. Oesch	Oct. 27, 1976
8035	60.00	Ben O'Finger	Nov. 30, 1976
7903	4.00	Bob West	Nov. 15, 1976
8047	4.00	Benjamin N. Porter	Jan. 3, 1977
8138	4.00	D. E. Kappell, Jr.	Jan. 18, 1977
8142	4.00	Eugene Leon Nelson	Jan. 19, 1977
8149	4.00	P. W. Roberts, Jr.	Jan. 19, 1977
1384	4.00	Alton R. Sembers	Jan. 19, 1977
1403	4.00	Thomas Lyle Reed	Jan. 19, 1977
1414	4.00	Jack Frank Sartor	Jan. 19, 1977
1435	4.00	Betty Bernard Freeman	Jan. 19, 1977
1447	4.00	Mrs. Frances L. Oliver	Jan. 24, 1977
1450	4.00	Ella B. Pruden	Jan. 24, 1977
1471	4.00	Robert W. Roberts	Jan. 24, 1977
8221	4.00	Mrs. Clarence Phinney	Jan. 31, 1977
8308	4.00	Harold R. Knight	Feb. 15, 1977
8329	4.00	John Roger Wood	Feb. 28, 1977
8342	4.00	Jack Hughes	Feb. 28, 1977
8349	4.00	Mrs. W. L. Basham	Feb. 28, 1977
8353	4.00	Mrs. Charles L. Johnson	Feb. 28, 1977
8442	4.00	Dan R. Shaw	March 15, 1977
8447	4.00	Mrs. Beth A. Tallmon	March 15, 1977
8479	15.00	Mrs. Maurine McFerrin	March 17, 1977
8480	15.00	Bobby Decker	March 17, 1977

186.00

Grand Total 471.50

764

All voted aye.

A motion was made by C. W. Atwood and seconded by Commissioner Aldridge to approve the Public Weighers bond for Ted O. Jones, Precinct No. 1.

All voted aye.

The court passed for further study until the next court meeting, June 13, 1977, the proposal presented by Betty Cooke, District Clerk, Robert Wylie, County Auditor and Wayne Bridewell, Assistant District & County Attorney, for a grant to purchase microfilming equipment for the District Clerk's Office, 25% or \$5,604.65, to be paid by the County, the balance to be paid from the grant fund. The grant will also include 100% funding for one employee for one year to microfilm all the old records.

Mr. Gary Freedman presented an insurance income plan for cancer victims. The matter was referred to the County Auditor for further study.

A motion was made by Commissioner Hadley and seconded by Commissioner Aldridge to approve the preliminary plat of Timber Green Addition, as presented by Mr. John Boatman.

All voted aye.

The following letter was received from Southwest Texas State University, in regard to Justice of the Peace, Vernon Asher.

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Southwest Texas State University

San Marcos, Texas 78666

TEXAS JUSTICE OF THE PEACE TRAINING CENTER

(512) 245-2340

May 16, 1977

Hon. C. C. Cooke  
Johnson County  
Courthouse  
Cleburne, Texas 76031

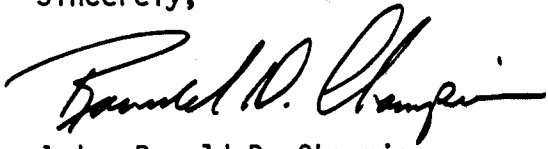
Dear Judge Cooke:

During the week of May 10-13, 1977, Judge Vernon Asher successfully completed a twenty hour course in the responsibilities of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the responsibilities of the J.P. office and additionally to complete a twenty hour course each year thereafter. This article encompasses all justices who took office since August 30, 1963 and are not licensed attorneys.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As ninety to ninety-five percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,



Judge Ronald D. Champion  
Executive Director

RDC/bjm

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to provide \$50.00 for the Sheriff's Department for car wash purposes during the construction of the new County Jail.

All voted aye.

The Texas Highway Department notified the court that the remaining three (3) R. O. W. tracts on U. S. 287 were ready for purchase as soon as possible.

A motion was made by B. B. Aldridge and seconded by Commissioner Reese to authorize the Texas Department of Public Safety to obtain cost estimates of new mobile radar equipment with the understanding that the County would prefer to pay 50% at the time of purchase and 50% in 1978.

All voted aye.

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

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to approve payment of monthly bills as read by the County Auditor.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize Sheriff Huffman to purchase used photographic equipment, in the amount of \$60.00.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Aldridge to authorize the Sheriff's Department to purchase two (2) siren electronic beepers, at a cost of \$277.80.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Atwood to purchase the following supplies for use in the new County Jail, at a cost of \$224.80.

All voted aye.

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768

STUART HUFFMAN  
SHERIFF  
JOHNSON COUNTY  
CLEBURNE, TEXAS 76031  
645-2501 OR 645-2761

LIST OF CLOTHING ( UNIFORMS ) FOR INMATES JOHNSON COUNTY JAIL.

DRESS, MISSES. ( JUVENILE )  
SIZE 14  
INDIAN HEAD PRINTS.  
NO. OF ORDER--5  
COST, 3.60 ea. TOTAL \$18.00  
200-81-21690-9

DRESS, MUU MUU. ( ADULT )  
SIZES 36 & 52  
INDIAN HEAD PRINTS.  
NO. OF ORDER-- 5 ea.  
COST, \$3.65 ea. TOTAL \$36.50  
200-81-21690-3

OVER-ALLS, ( BOYS )  
SIZE 14  
WHITE, COTTON DRILL  
NO. OF ORDER--5 ea.  
COST, 3.80 ea. TOTAL \$19.00  
200-81-21692-9

OVER-ALLS, ( MEN )  
SIZE 52  
WHITE, COTTON DRILL  
NO. OF ORDER--15 ea.  
COST \$4.50 ea. TOTAL \$67.50  
200-81-21694-1

TROUSERS, MEN'S  
SIZES 34 & 40  
WHITE, COTTON DRILL  
NO. OF ORDER--5 ea.  
COST 3.20 ea. TOTAL \$16.00  
200-81-21695-1

SHIRTS, MEN'S  
SIZES 13 & 17  
WHITE 12.50 SHEETING  
NO. OF ORDER--10 ea.  
COST \$12.50 ea. TOTAL \$125.00  
200-81-21696-2

SHIRTS, MEN'S  
SIZES 13 & 17  
WHITE 12.50 SHEETING  
NO. OF ORDER--10 ea.  
COST \$12.50 ea. TOTAL \$125.00  
200-81-21697-3

TOTAL \$227.00

768

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to approve the removal of gates on a County Road in Precinct No. 1, near Lake Cleburne, since the road has never been officially closed.

All voted aye.

Court to remain in session as Board of Equalization until all business is completed June 3, 1977.

Joe L. Tammes  
COUNTY CLERK

C. H. Howard  
Acting COUNTY JUDGE

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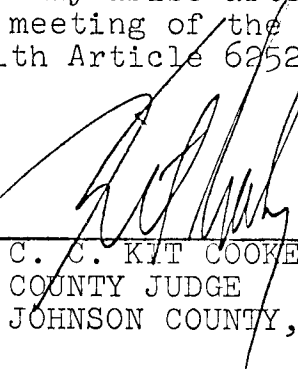


A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
JUNE 13, 1977 - 9:00 A.M.

1. Invocation
2. Reading of previous Minutes
3. Payment of monthly bills
4. Mr. J. D. Moore regarding final approval of "River Valley Addition" near Godley
5. Approve contract with Pritchard & Abbott, Valuation Consultants.
6. County Auditor, Bob Wylie, Betty Cooke and Wayne Bridewell requesting permission to seek 100% grant for Microfilm in District Clerk's Office.
7. Letter of resignation from Lillian Killingsworth as Election Judge, Box 24
8. Mr. Willard Baker requesting Resolution from Commissioners' Court regarding old abandoned road in Precinct 1
9. Evelyn Vineyard and Child Welfare Board regarding space in Courthouse and money being spent on Welfare recipients.

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

  
\_\_\_\_\_  
C. C. KIT COOKE  
COUNTY JUDGE  
JOHNSON COUNTY, TEXAS

Posted: June 8, 1977  
9:00 A.M.  
County Courthouse

Number of hauls	<i>P. setiferus</i> (%)	<i>P. setiferus</i> + <i>P. setiferus</i> + <i>P. setiferus</i> (%)	<i>P. setiferus</i> + <i>P. setiferus</i> + <i>P. setiferus</i> (%)
1	10	5	2
2	25	10	4
3	45	15	6
4	65	20	8
5	80	25	10
6	90	30	12
7	95	35	14
8	98	40	16
9	100	45	18
10	100	60	20

Invocation was given by C. W. Atwood.

A motion was made by O. B. Hadley and seconded by Commissioner Atwood

All voted aye.

CONTRACT FOR APPRAISAL SERVICES  
OIL AND GAS-UTILITIES-INDUSTRIES

STATE OF TEXAS                   X  
COUNTY OF JOHNSON           X

THIS CONTRACT, made and entered into by and between  
JOHNSON COUNTY, a political subdivision of the  
State of Texas, acting by and through its governing body, the  
Commissioners' Court, (hereinafter referred to as "County")  
and PRITCHARD AND ABBOTT, a professional appraisal partnership,  
200 Seminary South Office Building, Fort Worth, Tarrant County,  
Texas, (hereinafter referred to as "Appraisal Firm"),

W I T N E S S E T H

WHEREAS, under the provisions of Article V, Section 18 of  
the Constitution of Texas, the Commissioners' Court is established  
as the governing body of the county, and by the provisions of  
Article VIII, Section 18 of the Constitution said Court is  
constituted as a Board of Equalization for said county; and

WHEREAS, the Constitution of Texas specifically provides  
that taxation shall be equal and uniform and that all property  
shall be taxed in proportion to its value to be ascertained as  
provided by law, and the statutes enacted pursuant to such Con-  
stitutional provisions require said Court, as a Board of Equal-  
ization, to inspect, correct, and equalize assessments made on  
renditions by the owner or owners of property, or made on  
renditions by the tax assessor-collector where the owner or owners  
may fail to render the same, and as such Board is invested with  
broad powers of investigation in order to ascertain that the  
Constitutional requirements are met; and

WHEREAS, by reason of Article 7212, V.A.T.C.S., this Court  
has express statutory authority to employ an individual, firm or  
company deemed to have special skill and experience to compile  
taxation data for use by the Court while sitting as a Board of  
Equalization, and to pay for such services out of the proper  
fund or funds of the County; and

WHEREAS, the County has determined that it would be wise and to the best interest of the County for it to employ experts skilled in the matter of appraising and valuing certain hereinafter described property located within the boundaries of the County and subject to ad valorem taxation in said County, and to compile taxation data relating thereto for use of the Court sitting as a Board of Equalization; and

WHEREAS, this Court has found and determined and does hereby find and determine that the Appraisal Firm has special skill and experience so as to enable the Appraisal Firm to compile such taxation data and that the Appraisal Firm should be retained by this Court to assist it when it is acting as a Board of Equalization by the performance of the services hereinafter specified.

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AND DO CONTRACT AS FOLLOWS:

- A. "County" shall mean the Commissioners' Court of JOHNSON County, Texas, composed of the County Judge and four commissioners of said County.
- B. "Appraisal Firm" shall mean Pritchard and Abbott, a professional appraisal partnership, 200 Seminary South Office Building, Fort Worth, Tarrant County, Texas.
- C. Properties to be appraised by the Appraisal Firm under the terms of this contract shall mean all interests in producing oil and gas leases, including working interests, oil payments, overriding royalties and royalty interests; and shall also include all personal property used or employed in connection with such producing oil and gas leases. Also included in the terms of this contract are all pipelines, pump stations, compressor stations, refineries, gasoline plants, oil field supply companies, well service companies, public utilities, telephone companies, railroads, manufacturing plants and other major industries; such other major industries being: (list industries where applicable)

The Appraisal Firm agrees as follows:

(1) That it is well and fully advised as to the meaning and application of the statutes and laws of the State of Texas relating to ad valorem taxation and that its appraisals will comply with such statutes and laws.

(2) That it will appraise for the tax years 1978 and 1979 all of the above-listed and described properties located in the County, for ad valorem tax purposes, and in the process of so doing, will gather and compile as of January 1st of each of said years all information and data reasonably needed and reasonably available pertaining to the values of such properties, and furnish said data and information to the Commissioners' Court sitting as a Board of Equalization for the purpose of equalizing valuations of such properties with other properties in said County for each of the years covered by this contract; said data and information to be made available with respect to all of such properties properly and lawfully coming before the Board of Equalization for consideration and equalization upon renditions made by the owner or owners thereof or upon renditions made by the tax assessor-collector where the owner or owners may fail to render the same.

(3) That it will meet with the Commissioners' Court sitting as a Board of Equalization at its preliminary meeting when the values shall be compared with the rendered values of the above-mentioned properties and to assist the Board of Equalization in such manner as it may desire in determining which persons, firms or corporations owning any of the above-mentioned properties shall be cited to appear at the final meeting of the Board of Equalization.

(4) That it will meet with the Board of Equalization at its final meeting and when necessary and desirable will present testimony as to the value of the above-mentioned properties, and will assist the Board of Equalization in equalizing the taxable values of properties subject to taxes in said County, in such manner as the Board of Equalization may see fit, and it will, generally, assist the Board of Equalization until final action is taken, fixing and equalizing the values of the above-mentioned

properties for taxation for the years 1978 and 1979.

(5) That the Appraisal Firm will furnish and pay for all supplies needed for the proper execution of this contract.

(6) It is understood by both parties to this contract that Appraisal Firm will furnish expert testimony defending their values, at no additional cost to the County, in the event of any court action resulting from such valuations.

The County agrees as follows:

(1) That it will employ the Appraisal Firm to perform the services as outlined hereinabove for the tax years 1978 and 1979, and in consideration for the performance of these services by the Appraisal Firm, the County agrees and obligates itself to pay the Appraisal Firm out of the proper fund or funds of the County, as provided in Article 7212, V.A.T.C.S., and approved by the Supreme Court of Texas, n.r.e., in White, et al, v. Pickett, et al, 355 SW 2d 848, a sum of money equal to Six Cents (6) CENTS on each one hundred dollars of assessed value as finally fixed and determined by the Board of Equalization of the County on the properties subject to the terms of this contract for the year 1978 and a like amount for the year 1979. Payment in the form of warrants legally drawn against the proper fund or funds of said County shall be made on this contract as follows:

*Same as previous year.*

To provide for the payment of said warrants, such an amount of money as is necessary for said purpose is hereby set aside and appropriated out of the monies in, or which shall come into, said proper fund or funds, for the years 1978 and 1979. For the purpose of paying the amount to become due the Appraisal Firm under the terms of this contract during the year 1978 there has

been levied for the year 1978 a tax against all taxable property in said County, at a rate sufficient to produce such an amount as provided in this contract, and the tax thus levied shall be collected along with the other County taxes levied and to be levied for said year. For the purpose of paying the amount to become due the Appraisal Firm under the terms of this contract during the year 1979 there is hereby levied for the year 1979 a tax against all taxable property in said County, at a rate sufficient to produce such an amount as provided in this contract, and that tax thus levied shall be collected along with other county taxes levied and to be levied for said year.

(2) That it will, at any time same may become necessary, pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due the Appraisal Firm.

(3) By mutual agreement between the County and the Appraisal Firm each will lend every assistance to the other in the effective performance of this contract.

(4) It is distinctly understood and agreed between the parties, any language contained herein which might be construed to the contrary notwithstanding that if any word, phrase, sentence, paragraph or provision of this contract shall be for any reason declared or adjudicated to be invalid such decision or adjudication shall not affect the validity of the remaining portions hereof.

(5) All parties to this contract agree that in the event Appraisal Firm performs any or all of its services herein contracted by use of electronic data processing equipment, all punch cards, tapes, programs, or other software of any kind or nature is and shall remain the property of Appraisal Firm and will not be delivered to the taxing jurisdiction at any time during the term of this contract or at the termination thereof.

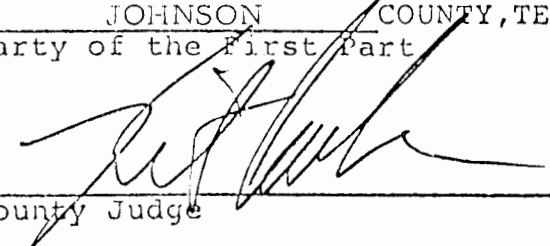
The execution of this contract is authorized by proper resolution duly adopted by the Commissioners' Court of the County and duly entered upon the minutes of such Commissioners' Court.

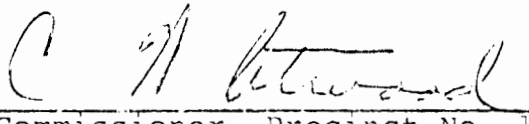
777

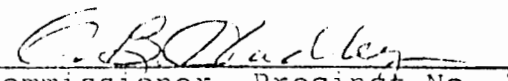
And for the true and faithful performance of all and every of the agreements and covenants stated, the said parties hereto bind themselves, their successors and legal representatives, each to the other.


IN WITNESS WHEREOF, the parties to this agreement have here-  
unto set their hands this 13 day of June 1977.

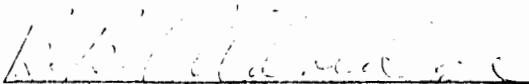
JOHNSON COUNTY, TEXAS  
Party of the First Part

  
County Judge


  
Commissioner, Precinct No. 1.

  
Commissioner, Precinct No. 2

  
Commissioner, Precinct No. 3


  
Commissioner, Precinct No. 4

ATTEST:

  
County Clerk, Johnson County

TEXAS

PRITCHARD & ABBOTT  
Party of the Second Part

By 

All voted aye.

777



A motion was made by Commissioner Hadley and seconded by Loyd H. Reese to approve the following application for micro-filming grant for the District Clerk's Office:

THE STATE OF TEXAS

COUNTY OF JOHNSON

Be it remembered that the Commissioners Court of Johnson County, Texas met in regular session at its regular meeting place in the Courthouse on the 13 day of JUNE, 1977 with all members present and acting, to-wit:

A Motion was made by Commissioner O.B. HADLEY to approve the submission of a proposal to the Criminal Justice Division for a Microfilm Project and Temporary District Clerk's Employee for one year for Johnson County.

The Motion was seconded by Commissioner LOYD H. REESE

Ayes: 4

Noes: 0

The County Judge declared the Motion to have carried.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Johnson County is authorized to submit a proposal to the Criminal Justice Division for a Microfilm Project and Temporary District Clerk's Employee for one year for Johnson County.

C. H. Atwood  
Commissioner, Precinct 1

Loyd Reese  
Commissioner, Precinct 3

O.B. Hadley  
Commissioner, Precinct 2

B.B. Aldridge  
Commissioner, Precinct 4

[Signature]  
County Judge, Johnson County, Texas

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Aldridge to accept the resignation of Lillian Killingsworth, Election Judge Box 24, and to send her a certificate of appreciation:

All voted aye.

Evelyn Vineyard, Wayne Hudson and John Wheat appeared before the Court regarding space for child welfare offices.

It was agreed that Mr. John Wheat, Regional Office Manager for the State Department of Welfare, would try to locate office space outside the courthouse and report his findings to the court by July 1, 1977.

Mr. Wayne Hudson and Evelyn Vineyard explained to court the expenditures made by the Child Welfare Department and re-imbursements made to the County by the State.

A motion was made by E. B. Aldridge and seconded by Commissioner O.B. Hadley to give needed old kitchen equipment to the Johnson County Committee on aging. The equipment to be given will be approved by Sheriff Huffman and County Auditor Wylie.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Atwood to refer the following letter to the County Attorney for his legal opinion and place same on the Agenda for the July 1, 1977, meeting.

All voted aye.

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780  
**Johnson County Title Co., Inc.**

1 EAST HENDERSON  
CLEBURNE, TEXAS 76031  
645-3902 or 295-5711

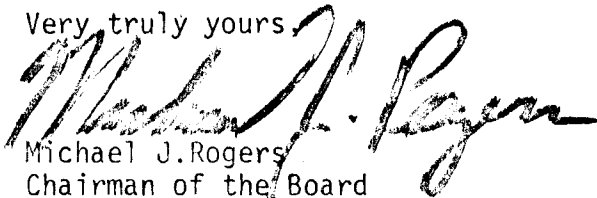
May 26, 1977

To The Honorable Judge, Charles C. Cooke  
and the Commissioner's Court of Johnson  
County, Texas:

It has come to our attention that the Cleburne Land and Title Company has sold its assets to a new corporation being controlled by the Stewart Title Company. Our company feels that it is inherently unfair and improper for the Stewart Title Company to have facilities located at the Courthouse without giving all other title companies located in Johnson County equal space. I cannot speak for any other title company, but the Johnson County Title Company is hereby making demand upon the Commissioner's Court of Johnson County for the same space located within the Courthouse and upon the same terms and conditions as Stewart Title presently receives.

The law is quite clear in Texas that all title companies should have free and unhampered access to the use of public records located in the County Clerk's Office, subject, of course, to reasonable rules and regulations set out by the County Clerk to protect the records and to minimize the interference in the Clerk's office. It would be totally unfair to allow Stewart Title Company to receive the benefits and the convenience of having its facilities located in the Courthouse without affording all other title companies the same rights and privileges. I would hope that the Commissioner's Court of Johnson County can recognize the inequality of this situation and take immediate action to rectify it. It is simply unacceptable to our title company that a competitor be allowed to have an unfair advantage. I would therefore request that this matter be placed upon the agenda for the next regularly scheduled meeting of the Commissioner's Court.

Very truly yours,

  
Michael J. Rogers  
Chairman of the Board

MJR/dp

cc: Mr. C.W. Atwood  
Route 2  
Cleburne, Texas 76031

Mr. O.B. Hadley  
Route 1  
Joshua, Texas 76058

780

All voted aye.

The following invitation was read to the Commissioners' Court in  
 regard to Standard Financial Management System:

R. C. VAUGHAN, Judge, 15th District Court  
 RALPH ELLIOTT, Judge, 59th District Court  
 LES TRIBBLE, County Judge  
 HAL RAWLINS, Judge  
 County Court At Law  
 ALTON B. LYNCH, District Clerk  
 RUTH M. WILEY, Assessor-Collector  
 PAUL E. LEE, County Clerk  
 DOROTHY STROUD, County Treasurer  
 TIM F. KELLY, School Superintendent  
 JOHNNY T. POWELL, County Auditor  
 L. E. "JACK" DRISCOLL, Sheriff  
 STEPHEN DAVIDCHIK, County Attorney

## GRAYSON COUNTY



Sherman, Texas

June 7, 1977

### Commissioners

CARL L. THOMPSON, Precinct No. 1  
 Sherman, Texas  
 THOMAS McKEE, Precinct No. 2  
 Bella, Texas  
 LESLIE WOOD, Precinct No. 3  
 Whitesboro, Texas  
 J. C. BRADY, JR., Precinct No. 4  
 Gordonville, Texas  
 DON C. GRIGG, Veterans  
 Service Officer  
 HORACE A. GROFF, Adult Probation Officer  
 RUSSELL J. GIARRAPUTO, Juvenile Officer

Dear County Auditor or Treasurer,

I have been requested by the County Auditors' Association to be responsible for, and host, an Area Nine meeting on the new Standard Financial Management System. This meeting will be conducted by the State Comptroller's Office.

Mr. John Etchberger, of the above office, has set July 5, 1977 between 10:00 A.M. and 2:30 P.M. as the tentative date for this meeting. We recognize July 4th is a three day weekend and the 5th may not be suitable to all. Therefore, please furnish an alternate date between the 5th and 12th of July that would best suit your schedule.

Since most departments in your county will be affected by the new system, we strongly urge you invite the following to attend this meeting.

- \* Members of the Commissioners Court
- District Clerk
- County Clerk
- County Treasurer
- Tax Assessor-Collector

(\*BRING THESE---Implementing this system will require some new funding. These Officials are VITALLY concerned with any unplanned expenditures. Since they must provide funds for your office, it is imperative they be aware of the benefits to be derived from the new system).

May I have your reply, and the number you expect to attend, no later than June 15, 1977, so that accommodations can be made for this meeting.

\*\*\*\*\*

*Johnny Powell*  
 Johnny Powell  
 County Auditor

JP/d

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to determine if sufficient use and need existed for a .2 mile road in Oakview Estates. If the need is justified the court will consider making this a County road if same is deeded to the County. The road connects to C. R. 602-D

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

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to pay bills as read by the County Auditor.

All voted aye.

A motion was made by B. B. Aldrige and seconded by Commissioner Atwood to enter order in Commissioners' Court record, the following resolution on the disbanded part of the old Hillsboro Highway:

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WHEREAS, Ralph D. Bowers et ux own 8.0 acres of land located in the Thomas F. Edwards Survey, Abstract No. 244, Johnson County, Texas, which tract of land is bi-sected by an abandoned portion of the Old Cleburne - Hillsboro Highway, as shown in the shaded portion of the plat attached hereto; and

WHEREAS, the Cleburne - Hillsboro Highway (State Highway No. 171) was relocated many years ago, and that portion of the old right-of-way shown on the attached plat was abandoned and is no longer needed by the County for highway right-of-way;

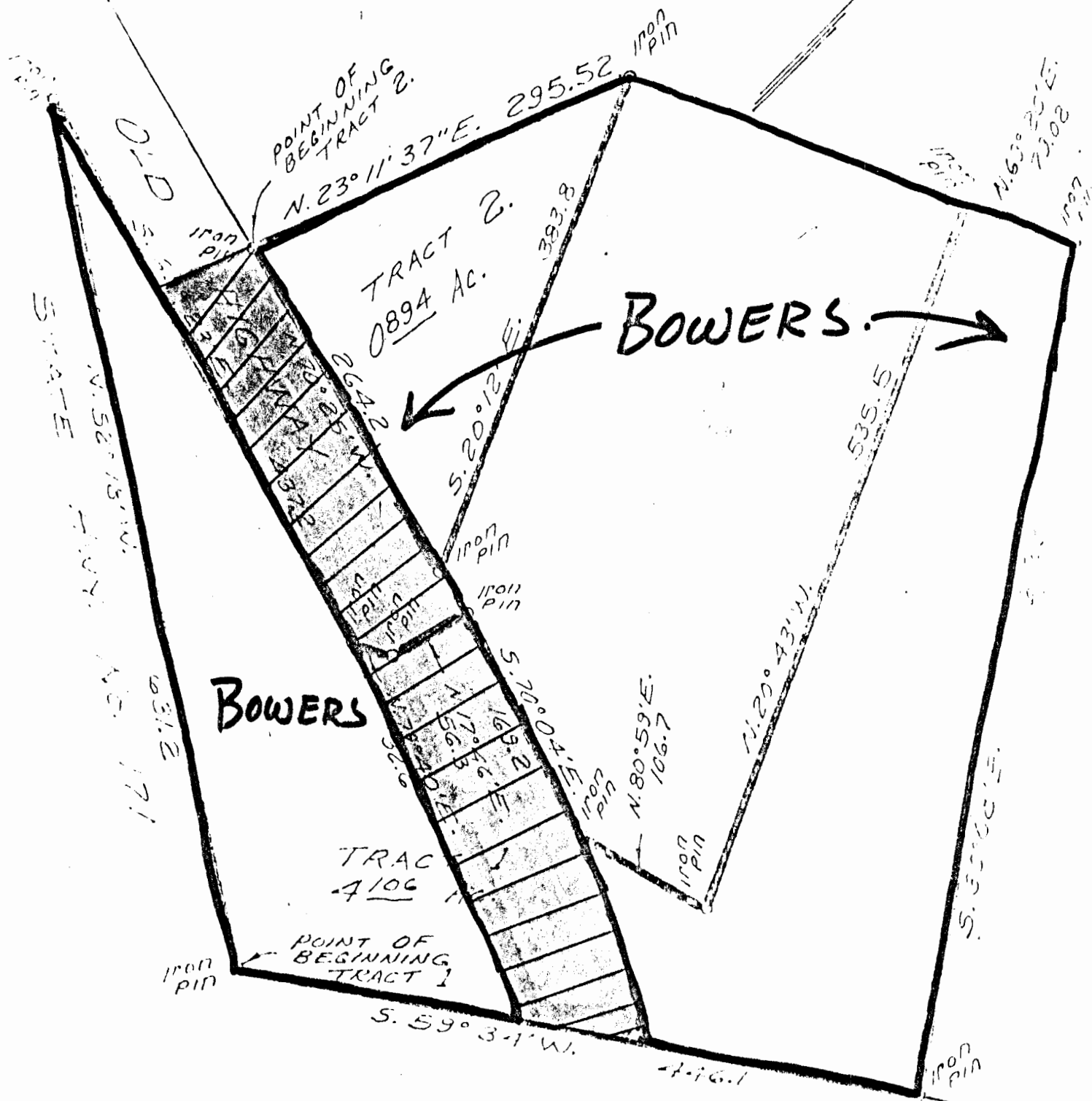
NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Johnson County, Texas, that that portion of the Old Cleburne - Hillsboro Highway which bi-sects the Ralph D. Bowers property in the Thomas F. Edwards Survey as shown on the attached plat, is hereby declared abandoned, and the County hereby releases any claim which it might have in said abandoned roadway.

**TRIANGLE** surveying company

1320 east seminary drive, suite 113

fort worth, texas 76115 921-3739

Scale:  
1" = 100'



SKETCH SHOWING SURVEY OF 2 TRACTS OF LAND OUT OF THE THOMAS F. EDWARDS SURVEY, ABSTRACT NO. 244, IN JOHNSON COUNTY, TEXAS.

( SEE ATTACHED SHEET FOR DESCRIPTIONS )

**CERTIFICATE:**

The plat hereon is a true, correct and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat. The size, location and type of buildings and improvements are as shown. All improvements are set back from the property lines the distance indicated and there are no encroachments except as shown.

*[Signature]* 784



Nov. 16, 1976  
DATE

A motion was made by Commissioner Hadley and seconded by Commissioner Hadley to adjourn.

Joe L. Townes  
COUNTY CLERK

[Signature]  
COUNTY JUDGE

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A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
JULY 1, 1977 - 9:00 A.M.

1. Invocation
2. Reading of previous Minutes
3. Payment of monthly bills
4. Letter from Mike Rogers Re: Stewart Title Co.
5. Evelyn Vineyard and Child Welfare Board regarding space in Courthouse and money being spent on Welfare recipients.
6. George Liser regarding approval of preliminary plat for Quail Park Estates.
7. Letter from Kimbro Clinic regarding future medical facility to be built.
8. Leroy Cantrell or K. D. Pool regarding approval of preliminary plat for Quail Run Subdivision.

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of the Commissioner's Court is posted in accordance with Article 5252-17 of Vernon's Texas Civil Statutes.

[Signature]  
C. C. KIT COOKE  
COUNTY JUDGE  
JOHNSON COUNTY, TEXAS

Posted: June 28, 1977  
9:00 A.M.  
County Courthouse

---785



STATE OF TEXAS  
COUNTY OF JOHNSON

786  
JULY 1, 1977

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: C. C. "Kit" Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B. Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of Precinct No. 3 and B. B. Aldridge, Commissioner of Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by O. B. Hadley.

A motion was made by Commissioner Hadley and seconded by Commissioner Atwood as follows:

Based upon the County Attorney's opinion (attached) the Stewart Title Company, whose office is located in the Southwest corner of the basement of the Courthouse, must vacate this space no later than January 1, 1978.



DAN M. BOULWARE  
COUNTY ATTORNEY

JOHNSON COUNTY  
COURTHOUSE P.O. BOX 614  
CLEBURNE, TEXAS 76031  
817 645-8895

July 1, 1977

Hon. C. C. "Kit" Cooke  
County Judge  
Johnson County, Texas

Re: Rental of Office Space to  
Stewart Title Company

Dear Judge Cooke:

Pursuant to your request, I have briefed the law in Texas relating to rental of Courthouse space for commercial purposes. Based on the Texas Case of Tarrant County vs. Rattikin Title Insurance Company 199SW<sup>2</sup>269 (CCA, Fort Worth, 1947, writ dismissed), I feel such a rental is improper.

The Court in the above referenced case adopted as the law on this question in the State of Texas, the Tennessee case of Shelby Company vs. Memphis Abstract Company 203 SW 339 (Supreme Court of Tennessee), in which the Supreme Court of Tennessee stated:

"In the absence of Statutory Authority, no part of the rooms in current use as a registry of deeds and as a part of the Courthouse may be leased to be used for a period of months or years for private purposes. County buildings and their equipment are public property held by the County, but in trust for the public use."

Yours very truly,

Dan M. Boulware  
County Attorney  
P.O. Box 614  
Cleburne, Texas

DMB/nib

786

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the District and County Attorney's Office two (2) additional telephone extensions and two (2) desks to be obtained through the Surplus property Agency, and two (2) desks for the Adult Probation Department.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to furnish office space for the Child Welfare Department, as follows: All office space on the east wall of the third floor of the Courthouse, less the two (2) north offices, and to furnish the Adult Probation Department with the offices along the South wall vacated by the Child Welfare Department. This arrangement effective until January 1, 1978.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to approve the preliminary plat of Quail Park Estates, and the preliminary plat of Quail Run Subdivision - necessary deposits to be made with the County Auditor, and the proposed sale price of the lots furnished to the County Tax Office.

All voted aye.

No action was taken by the Court on a letter from Dr. R. W. Kimbro in reference to the proposed construction of a Medical Center adjacent to the Johnson County Memorial Hospital.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to appoint Mrs. Mary Nell White part time Secretary to Civil Defense Director, Glen Mitchell. This appointment subject to the Federal Matching Funds Program - and to authorize the County Auditor to ammend the budget to cover this action.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Judge to appoint Mr. J. M. Norton Trustee for the Odom Cemetery, as follows:

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July 1, 1977

Mr. J. M. Norton  
1107 Sheridan Lane  
Cleburne, Texas 76031

Dear Mr. Norton:

This is to inform you that the Commissioner's Court of Johnson County has authorized me to name the Trustees for the Odom Cemetery.

I have accordingly named you as a Trustee and hope that you will accept this responsibility.

The Odom Cemetery is one of the oldest in the County and it is most important that it be preserved. The Cleburne Public Library and State Historical Commission in Austin have the names of the persons listed in the Odom Cemetery.

Sincerely,

C. C. Kit Cooke  
County Judge

CCC/w

A motion was made by Commissioner Aldridge and seconded by Judge  
 ✓ Cooke to approve the deputation of Guadalupe Ybarra, Deputy Sheriff of Johnson  
 County, Texas.

FOR C. W. Atwood  
 Loyd H. Reese  
 B. B. Aldridge

AGAINST O. B. Hadley

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

All voted aye.

The Commissioners' Court appointed County Auditor, Robert Wylie, to  
 ✓ be in charge of necessary changes and alterations in making space available for  
 the new District Court.

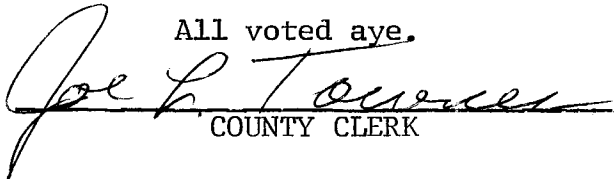
The court authorized the County Auditor to proceed with the purchase  
 of a posting machine for the County Tax Office for the automobile license  
 ✓ Department.

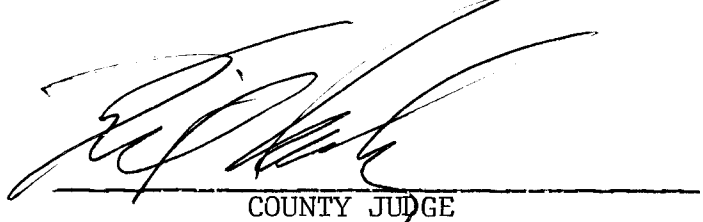
A motion was made by Commissioner Aldridge and seconded by Commissioner  
 ✓ Reese to authorize payment of monthly bills, as read by the County Auditor.

All voted aye.

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

All voted aye.

  
 COUNTY CLERK

  
 COUNTY JUDGE

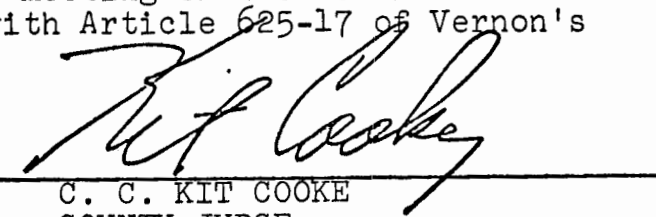
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A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
JULY 11, 1977

1. Invocation
2. Reading of previous Minutes
3. Payment of monthly bills
4. Appoint Presiding Judge and Alternate Judge for each Voting Precinct
5. Steve Erickson, Johnson County Juvenile Officer, in regard to supplies for Juvenile Detention Center to be located at Jail
6. Steve Erickson, Johnson County Juvenile Officer, in reference to Juvenile Crime Analysis for the first six months of 1977
7. Buddy Waters regarding road in the Caddo Forest Estates

AND, any other matters that may arise after publication of this Agenda. This Agenda of meeting of the Commissioner's Court is posted in accordance with Article 625-17 of Vernon's Texas Civil Statutes.

  
C. C. KIT COOKE  
COUNTY JUDGE

Posted: July 6, 1977  
2:00 P.M.  
County Courthouse

STATE OF TEXAS  
COUNTY OF JOHNSON

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791  
JULY 11, 1977

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: C. C. "Kit" Cooke, County  
Judge, O. B. Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner  
of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, and C. W.  
Atwood, Commissioner of Precinct No. 1, Absent, and Joe L. Townes, County Clerk.

Invocation was given by Loyd H. Reese.

County Attorney's opinion on County Road in Caddo Forrest Estates  
(County responsible for maintaining road), as follows:



DAN M. BOULWARE  
COUNTY ATTORNEY

JOHNSON COUNTY  
COURTHOUSE P.O. BOX 814  
CLEBURNE, TEXAS 76031  
817 845-8895

July 11, 1977

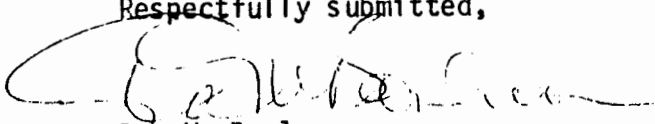
Hon. C. C. "Kit" Cooke  
County Judge  
Johnson County, Texas

Re: County road in Caddo Forest  
Estates Subdivision

Gentlemen:

After reasearch on the question, I feel that the commissioners court has  
a duty to maintain the above referenced roadway in accordance with the  
policies established for other roadways in the county, since it was accepted  
by the county as a county road.

Respectfully submitted,

  
Dan M. Boulware  
County Attroney  
Johnson County, Texas

DMB/bf

A motion was made by Commissioner Hadley and seconded by Commissioner Aldridge to authorize Judge Cooke to sign the Supplemental Trust Agreement between the Johnson County Commissioners' Court and the Johnson County Memorial Hospital when necessary additions and exhibits are attached to same. This agreement is not prior approval to build a medical facility.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the following election Judges, effective July 1, 1977:

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1	Cleburne	Miss Lois Carden Rio Vista Highway Cleburne, Tx 76031	645-7992	Basement - Courthouse
2	Cleburne	Bob Craft Rt 4, Cleburne 76031	645-5673	Basement - Courthouse
3	Cleburne	Porter Jones P. O. Box 172, Cleburne	645-7938	Basement - Courthouse
4	Cleburne	Lorene Jones 204 1/2 S. Caddo Cleburne 76031		Basement - Courthouse
5	Rio Vista	Mrs. John Beauchamp Rio Vista Highway Rio Vista, Texas 76683	373-2240	Fire Hall - Rio Vista
6	Brazos Valley	E. B. Kinser Route 2, Cleburne 76031	645-2650	Freeland Highland Community Center
7	Bono	L. C. Jones, Sr. Route 1, Godley 76044	645-6983 641-8754	Community Center Bono
8	Godley	Mrs. J. C. Hardcastle Godley, Tx 76044	389-3340	City Hall
9	Joshua	Mrs. A. J. Lambert Joshua, Tx 76058	645-3715	Fire Hall
10	Burleson	Mason Grisso 200 S.W. Taylor Burleson, Tx 76028	295-4195	Mound Elementary School
11	Burleson	John Gregory 200 E. Ellison Burleson, 76028	295-4649	Methodist Church Dobson & Ellerson
12	Lillian	Michael P. Rodriguez Route 2, Box 89 Venus, Tx 76084	366-4224	Baptist Church S.S. Auditorium Annex
13	Venus	Vivian McAlister Venus, Tx 76084	(214) 366-5018	City Hall
14	Alvarado	W. O. Kenney Alvarado, 76009	783-3856	High School, Alvarado
15	Alvarado	Mrs. Raymond Tackett Route 2, Alvarado 76009	783-2172	United Methodist Church
16	Keene	Mrs. John J. White Rt 5, Box 576 Cleburne 76031	641-8348	City Hall



17	Grandview	Mrs. Helen Berrier Grandview, Tx 76050	866-4447	City Hall - Grandview
18	Grandview	Melva S. Swain P. O. Box 8, Grandview 76050	866-3646	Community Center - Grandview
19	Cleburne	Mrs. Louis Lee 119 Circle Drive Cleburne, Tx 76031	645-5335	Fulton Jr. High
20	Cleburne	Mrs. Jack Burton 1211 Loma Alta Place Cleburne, Texas	645-6743	Coleman School
21	Cleburne	Marvin Wilson 808 College Cleburne, 76031	645-8219	St. Mark's Methodist Church
22	Cleburne	Mrs. Jack Cole 310 W. Heard Cleburne, 76031	645-2342	J. N. Long School
23	Cleburne	Tom Bentley 1003 N. Granbury Cleburne 76031	645-3116	Cooke School
24	Cleburne	Mr. Richard G. Hubbard 113 Scurlock Cleburne, Texas	645-6098	Irving School
25	Burleson	E. L. James 320 S.E. Roberts Burleson, 76028	295-2073	First Baptist Church
26	Joshua	Mrs. F. B. Miller Jr. Route 1, Joshua, Tx.	645-5176	City Hall
27	Burleson	Mrs. Diana Autry 132 Suzanne Burleson, Texas	295-4748	

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to authorize the County Clerk to notify the County Tax-Collector that the Commissioners' Court hereby orders that the County Tax-Assessor-Collector notify each registered voter of the box changes made, creating Box 27 at Burleson and Box 26 at Joshua, and to assign each registered voter to the proper voting box.

All voted aye.

The court advised County Juvenile Officer, Steve Erickson, to notify the County Auditor the cost of the requested supplies needed for the new Juvenile Dentention Center:

10		Blankets
10	Sets	Sheets
15		Large Towels

and that request will be acted on by a telephone survey with each commissioner.

The following breakdown of Juvenile Crime in Johnson County from January 1, 1977 to July 1, 1977, was presented to the court by Steve Erickson, Johnson County Juvenile Officer -

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2002 2003 2004 2005 2006

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© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 105–112

2000 2001 2002 2003 2004

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NAME \_\_\_\_\_

1998 1999 2000 2001

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796  
ANALYSIS AND BREAKDOWN OF JUVENILE CRIME  
IN JOHNSON COUNTY  
FOR JANUARY 1, 1977, TO JULY 1, 1977

The following is a summation of the work and caseload of the Johnson County Juvenile Division for the first six months of 1977. This summary will include a breakdown of each month and a comparison will be made of 1976 and 1977.

The total number of juveniles handled in 1976 was 280 for the entire year. So far, for the first six months of 1977, the Juvenile Division has handled 250 juveniles. Below is a small chart showing the number of children handled and comparing that number with the 1976 level.

Month - 1976	Number	Month - 1977	Number
January	15	January	36
February	20	February	25
March	36	March	53
April	34	April	64
May	42	May	49
June	19	June	23
TOTAL	166	TOTAL	250

As indicated, there is a marked increase in juvenile activity, approximately 66.4% rise from 1976. Therefore, using the total number handled in 1976 and anticipating a 66.4% increase for 1977, this department estimates that by January 1, 1978, we will have handled 464 children.

In order to have a better understanding of the increase, I have included another chart indicating the specific areas of crime that juveniles have been involved in, and the increase or decrease in each specific area.

Column	Catagory	Percentage Increase or Decrease
1	Homicide	Down; None Reported
2	Rape	Down; None Reported
3	Robbery	Only One Reported
4	Assault	Only Two Reported
5	Burglary	Up 87%
6	Theft	Up 11%
7	Drugs	Down 33%
8	All Other Delinquent Offenses (Vandalism, Theft Under Five Dollars, Probation Violation, etc.)	Up 1000%
9	Status Offenses (Runaway, Truant, Glue Sniffing, etc.)	Up 16%

In studying the above chart, it can be seen that juvenile crime is definitely on the increase. In only three of the nine catagories can we see a decrease in the incidence of juvenile crime. The most alarming increases are those in columns five and eight. As mentioned, these are crimes against property, which usually result in monetary loss to the victim, accompanied with the trauma of attempting to restore one's home after it has been vandalized.

In conclusion, after reviewing the above data, this department estimates that juvenile crime will increase at an alarming rate. In the next five years, if we only get a 30% increase each year, then by 1982 the Juvenile Division will be handling 814 children a year. It must be remembered, however, that this is only a conservative estimate. Currently the Johnson County Juvenile Division could commit approximately fifteen to twenty children a year to the State's juvenile detention facilities, as compared to last year's commitments which totaled nine. Therefore, it is my recommendation that preventative measures be taken as soon as possible in order to avert the possible consequences of rising juvenile crime.

Mr. Buddy Waters failed to appear before the Court in regard to a road in Caddo Forest Estates.

A request was presented by Judge Cooke and Auditor, Bob Wylie, from Dr. Raines, County Health Officer, for equipment, supplies, medicine, first aid kits, et c. to furnish the Medical Examination Room in the new jail. The County Auditor was advised by the court to work with Dr. Raines on this request and that expenditures be made from the Jail Fund, if possible.

Commissioner Loyd H. Reese advised a group of citizens from Oak Farms Addition that he will work on the public road in the addition if the County Attorney's Opinion will permit same. He stated he would give them a definite answer on or before August 15, 1977.

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

All voted aye.

A motion was made by Commissioner B. B. Aldridge and seconded by Commissioner Hadley to approve bills as read by the County Auditor.

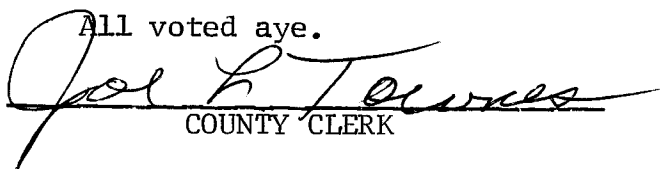
All voted aye.

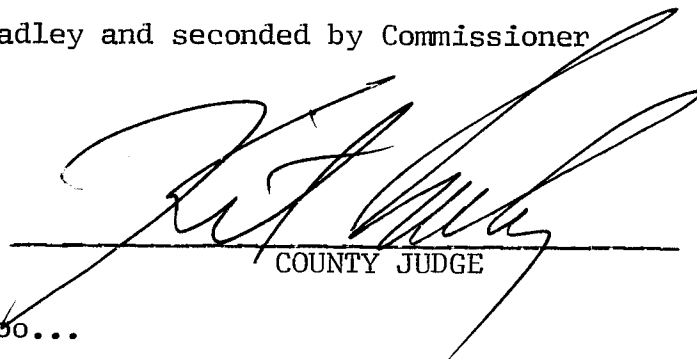
A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to authorize the County Clerk to advise Mr. Max M. Sanders, by certified letter that if he does not contact this office by August 1, 1977, that our contract with him to print County Maps will be cancelled.

All voted aye.

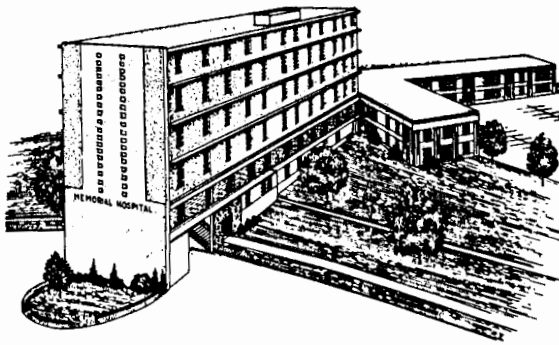
Motion was made by Commissioner Hadley and seconded by Commissioner Reese to adjourn.

All voted aye.

  
COUNTY CLERK

  
COUNTY JUDGE

...ooo0ooo...



## JOHNSON COUNTY MEMORIAL HOSPITAL

CLEBURNE, TEXAS

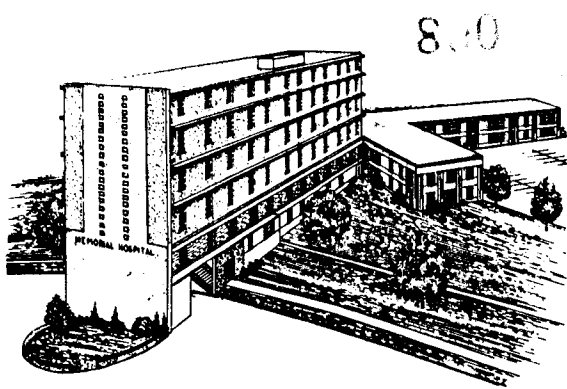
July 20, 1977

Commissioners' Court  
Johnson County

The Hospital Authority expressly understands and represents that Johnson County, in executing the Supplemental Trust Agreement, is not approving any form for any deeds or contracts not attached to said Supplemental Trust Agreement. It is expressly understood that the only attachments to the Supplemental Trust Agreement at the date of its execution by the County were Exhibits A, B, C and D as described in the Supplemental Trust Agreement and no others.

Dave Sowell, Jr., Chairman  
Johnson County Hospital Authority

Bill Hudgins, Administrator  
Johnson County Memorial Hospital



## JOHNSON COUNTY MEMORIAL HOSPITAL

CLEBURNE, TEXAS  
July 20, 1977

Commissioners' Court  
Johnson County

The execution by Johnson County of The Supplemental Trust Agreement presented to the Commissioners' Court on July 11, 1977 does not constitute prior approval of any construction on the property acquired by virtue of the Supplemental Trust Agreement.

The Hospital Authority understands that it will have to come to the Commissioners' Court for approval, prior to any construction.

A handwritten signature in cursive script, appearing to read "Dave Sowell, Jr.", written over a horizontal line.

Dave Sowell, Jr.  
Chairman, Hospital Authority

A handwritten signature in cursive script, appearing to read "Bill Hudgins", written over a horizontal line.

Bill Hudgins, Administrator  
Johnson County Memorial Hospital

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SUPPLEMENTAL TRUST AGREEMENT

✓ THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of June, 1977, by and between the following parties:

- (1) The Johnson County Hospital Authority (Authority)
- (2) Johnson County (County)
- (3) Tolbert F. Mayfield (Mayfield)
- (4) Dr. Robert Kimbro, Sr., Trustee (Kimbrow)
- (5) Dr. C. D. Hamilton, Jr., Trustee (Hamilton)
- (6) Jack V. Standley, Trustee (Standley)
- (7) First National Bank, Cleburne, Texas (Bank)

the parties each being authorized to enter into this contract;

WITNESSETH:

That the purpose of this contract is to better effecuate the agreement of some of the parties hereto, as expressed in certain contracts heretofore executed, such agreements being:

- (1) The Contract of Sale between HAMILTON and the Authority, attached as Exhibit A;
- (2) The Contract of Sale between KIMBRO and the Authority, attached as Exhibit B;
- (3) The Contract of Exchange between MAYFIELD and the Authority, attached as Exhibit C; and

That the tracts of land, described in Exhibits A, B, and C, are set forth in the plat thereof set forth as Exhibit D.

That the original agreements are modified, to the extent herein provided, by reason of the following:

- (1) The approval of the purchase and exchange of land, as set forth in Exhibits A, B, and C, has been obtained from Texas Health Facilities Commission; and

(2) Under the existing Revised Lease Agreement between the Authority and the County, property constituting a part of the Hospital System acquired by the Authority is to be conveyed to the County and it is proper for the conveyance to be made to the County, the County and the Authority having agreed the land being acquired is to constitute a part of the Hospital System; and

- (3) The interest of all parties will best be served by the new arrangements herein provided, therefore,

The parties hereto mutually agree as follows:

SECTION 1: The parties agree that

(a) the Authority shall give notice of its intention to issue revenue bonds in the principal amount of not less than \$200,000 and if no petition is presented asking for a referendum election, proceed with the issuance and sale of the bonds, obtain the approval of such bonds by the Attorney General of Texas, their registration by the Comptroller of Public Accounts and the delivery of such bonds to the purchaser;

201



6.2

(b) the Authority shall cause the bond proceeds (except accrued interest) to be deposited with the Bank. The Bank shall hold such bond proceeds for the purpose of paying:

(i) the amounts due to be paid to HAMILTON (\$45,000) and KIMBRO (\$40,000), as set forth in Exhibits A and B, respectively; and

(ii) the amount due to STANDLEY (\$73,640) as the maximum contribution of the Authority for the construction of a building, as set forth in Exhibit C; and

(iii) the cost of issuing bonds, as approved by the Authority; and

(iv) the cost of additional land which is to be purchased by the Authority and treated in the same manner as the land being conveyed by MAYFIELD, provided if the land is not purchased within 2-1/2 years from the date of the delivery of the bonds, then remaining proceeds shall be deposited in the Interest and Sinking Fund established for the payment of bonds of the Authority.

(c) STANDLEY, as Trustee, shall

(i) receive executed deeds from HAMILTON and KIMBRO to himself, as Trustee in substantially the form attached (and pay for the same in cash in the amounts herein specified upon receipt); and

(ii) execute a contract in substantially the form attached for the construction of the building which Exhibit C contemplates will be constructed; the estimates calling for periodic and final payment to be approved by MAYFIELD prior to payment being made by STANDLEY for work done and performed; and

(iii) receive an executed deed from MAYFIELD in substantially the form attached, and

(iv) execute and deliver deeds (in the form attached) to convey (a) the HAMILTON and KIMBRO tracts to MAYFIELD; and (b) the MAYFIELD tract to the County, and execute and deliver such deeds when the construction contract is complete (as evidenced by a written instrument signed on behalf of MAYFIELD and the Authority).

This instrument constitutes full authority for the Trustee to act on behalf of all parties.

(d) MAYFIELD shall pay to STANDLEY any amounts required to complete construction which is in excess of \$73,640 at least five (5) business days before the amount is to become due, it is provided however, that 60 days after \$73,640 has been paid on the construction contract by STANDLEY, the construction contract shall be considered complete irrespective of whether a written instrument has been signed on behalf of MAYFIELD and the Authority.

(e) The County represents that it has agreed with the Authority that the land which is to be acquired by the County is a part of the Hospital Project (as defined by Article 4437e-2) and is to be used for hospital purposes as provided under such law.

(f) No structure, health facilities, addition or new construction shall be placed on any part of the property acquired by the County in this transaction without the prior approval of the Johnson County Commissioners' Court.

(g) No part of the property acquired herein can be sub-leased by the Hospital Authority without the prior written approval of the Johnson County Commissioners' Court.

SECTION 2: That Standley and Bank are accommodation parties only and shall receive no consideration for their undertaking and that neither STANDLEY nor the Bank shall be required to settle any disputes between the remainder of the parties and may tender any properties held by them or either of them into a court of competent jurisdiction and shall be reimbursed for attorneys fees by the party or parties as directed by the Court.

SECTION 3: The conditions precedent for the effectiveness of the contracts (attached as Exhibits) having been partially met, it is the intent of the parties that the contracts shall be subject to specific performance (rather than damages) unless a party is rendered incapable of performing its obligations thereunder, as such obligations are modified by the provisions of this instrument.

The parties shall proceed as quickly as possible in the accomplishment of the purposes.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date hereinabove set forth.

JOHNSON COUNTY HOSPITAL AUTHORITY

BY: *Lois Dineen*  
President, Board of Directors

JOHNSON COUNTY, TEXAS

BY: *Ed Wiley*  
County Judge

*Tolbert F. Mayfield*  
TOLBERT F. MAYFIELD

*Robert Kimbro, Sr.*  
DR. ROBERT KIMBRO, SR., Trustee

*C. D. Hamilton, Jr.*  
DR. C. D. HAMILTON, JR., Trustee

*Jack V. Standley*  
JACK V. STANDLEY, Trustee

FIRST NATIONAL BANK, Cleburne, Texas

BY: *Jack V. Standley*, President

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared Dave Sowell, President, Board of Directors of the Johnson County Hospital Authority, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of July, 1977.

(Notary Seal)

Jack E. Browder  
Notary Public in and for  
Johnson County, Texas  
My Commission Expires: June 1, 1978

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared C. C. Kirk Cook, County Judge of Johnson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said County.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of July, 1977.

(Notary Seal)

Mary D. White  
Notary Public in and for  
Johnson County, Texas  
My Commission Expires:

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared TOLBERT F. MAYFIELD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of July, 1977.

(Notary Seal)

Jack E. Altman  
Notary Public in and for  
Johnson County, Texas  
My Commission Expires:

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared DR. ROBERT KIMBRO, SR., Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1<sup>st</sup> day of JULY, 1977.



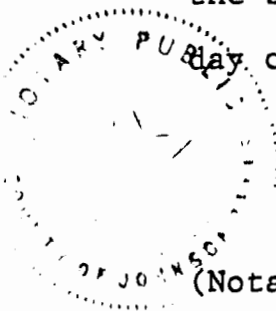
(Notary Seal)

Jack E. Brouder  
Notary Public in and for  
Johnson County, Texas  
My Commission Expires: June 1, 1978

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared DR. C. D. HAMILTON, JR., Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1<sup>st</sup> day of JULY, 1977.



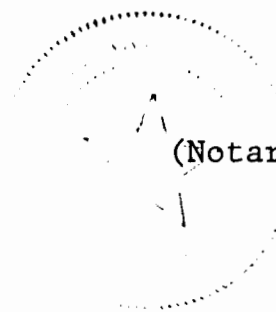
(Notary Seal)

Jack E. Brouder  
Notary Public in and for  
Johnson County, Texas  
My Commission Expires: June 1, 1978

THE STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared JACK V. STANDLEY, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7<sup>th</sup> day of July, 1977.



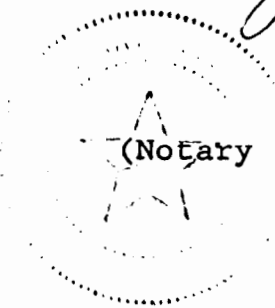
(Notary Seal)

Hugh B. Higgins  
Notary Public in and for  
Johnson County, Texas  
My Commission Expires: June 1, 1978

THE STATE OF TEXAS      §  
                                  §  
 COUNTY OF JOHNSON      §

BEFORE ME, the undersigned authority, on this day personally appeared Jack D. Standley, President of the FIRST NATIONAL BANK, Cleburne, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7<sup>th</sup> day of July, 1977.



(Notary Seal)

Hugh B. Higgins  
 Notary Public in and for  
 Johnson County, Texas  
 My Commission Expires:

"Exhibit A"

THE STATE OF TEXAS    :  
                          :  
COUNTY OF JOHNSON    :

KNOW ALL MEN BY THESE PRESENTS:

CONTRACT OF SALE

That I, Dr. C. D. Hamilton, Jr., Trustee, hereinafter called Seller,  
and Johnson County Memorial Hospital Authority, hereinafter called Buyer, do  
hereby make and enter into the following Contract and Agreement of Sale;

WITNESSETH:

I.

For the consideration hereinafter set out, the Seller does hereby sell  
and agree to convey to Buyer, and Buyer agrees to purchase from Seller the following  
described real property lying and being situated in Johnson County, Texas:

Being a part of the Christopher Chaney Survey, Abstract No. 124, being a portion of  
that certain tract of land, containing a called 6.0 acres, conveyed by M. S.  
Kahale to J. C. Conway by deed dated August 5, 1898 and recorded in Vol. 73,  
Page 250, Deed Records of Johnson County, Texas, and being more particularly  
described as follows: All bearing being correlated to the North line of the  
Tolbert F. Mayfield called 0.7 acre tract (South 60 West):  
BEGINNING at an iron pin (found in place) in the East right of way line of State  
Highway No. 174 (North Main Street) for a corner, said corner being  
the Northwest corner of a called 0.7 acre tract conveyed by T. D. Nutt,  
et ux to Tolbert F. Mayfield by Deed recorded in Vol. 372, Page 587,  
Deed Records of Johnson County, Texas;  
THENCE -- With the East right of way line of State Highway No. 174 (North Main  
Street), the arc of a curve to the right, whose radius is 1076.3 feet  
and whose long chord bears North 18 deg. 20 min. West, 233.15 feet,  
a distance of 233.52 feet to an iron pin (found in place) for a corner,  
said corner being the Southeast corner of a tract of land conveyed by  
C. W. Adkins, et al to the State of Texas by Deed recorded in Vol. 326,  
Page 413, Deed Records of Johnson County, Texas, said corner being also  
by intent, the Southwest corner of a tract of land conveyed by Mrs. Eley  
Adkins, et al to Kimbro-Whitehouse Realty Corp. by Deed recorded in Vol. 490,  
Page 124, Deed Records of Johnson County, Texas;  
THENCE -- North 60 deg. East with the South line of said Kimbro-Whitehouse Realty  
Corp. tract, 211.12 feet to an iron pin for a corner, said corner being  
the Southeast corner of said Kimbro-Whitehouse Realty Corp. tract and  
an ell corner of a called, 0.913 acre tract conveyed by Sylvester C. Reed,  
et ux to H. H. Filardi and John S. Rice by Deed recorded in Vol. 470,  
Page 152, Deed Records of Johnson County, Texas;  
THENCE -- South 17 deg. 02 min. East (called South 16 deg. 44 min. East in H. H.  
Filardi and John S. Rice Deed) with the West line of the H. H. Filardi  
and John S. Rice tract, 234.3 feet to an iron pin for a corner, said  
corner being the Southwest corner of said H. H. Filardi and John S. Rice  
tract in the North line of a tract of land conveyed by Auburn C. Cheek  
to T. D. Nutt by Deed recorded in Vol. 310, Page 198, Deed Records of  
Johnson County, Texas;  
THENCE -- South 60 deg. West with the North line of said T. D. Nutt tract, at 15.7  
feet an iron pin (found in place), being the Northeast corner of said  
Tolbert F. Mayfield called 0.7 acre tract, continuing with the North line  
of said Tolbert F. Mayfield called 0.7 acre tract, in all 205.7 feet to  
the Point of Beginning and containing 1.115 acres.

II.

Buyer agrees to pay Seller as consideration therefor, upon closing of  
this transaction the sum of \$45,000.00 (FORTY-FIVE THOUSAND DOLLARS) paid and to  
be paid as follows:

- "Exhibit A" 28
- A. \$500.00 Cash, paid to Seller upon the execution hereof and to be placed in an escrow account with Texas Realty Company pending the closing of this transaction;
  - B. \$44,500.00 to be paid at the time of closing this transaction.

III.

Both parties hereto agree that this transaction is contingent upon the Buyer obtaining approval of the transaction by the Texas Health Facilities Commission. In the event the Texas Health Facilities Commission does not approve this transaction and does not grant authority to the Buyer to proceed hereunder, then this contract will be null and void and the down payment will be returned to the Buyer.

This contract is also contingent on the approval and acceptance by the Texas Health Facilities Commission and Tolbert Mayfield of a Contract of Exchange between Johnson County Memorial Hospital Authority and Tolbert Mayfield. In the event Tolbert Mayfield or the Texas Health Facilities Commission should fail to approve said contract or fail to perform pursuant to said contract, then the Johnson County Memorial Hospital Authority may, at its option, declare this contract to be null and void.

IV.

Seller agrees to furnish an Owner's Policy of Title Insurance guaranteeing to the Buyer good and indefeasible title to the above described property, said policy containing only the usual printed exceptions and utility easements, if any.

V.

The Buyer agrees to close this transaction within sixty days of the date of approval by the Texas Health Facilities Commission of this contract.

VI.

The Seller agrees to pay all past due property taxes on the above described property. Taxes for the year in which this transaction will be closed will be prorated to the date of actual closing.

VII.

Possession of the property shall be delivered to the Buyer upon final closing of this transaction.

VIII.

If either party should fail or refuse to consummate this contract in accordance with its terms and after approval by the Texas Health Facilities Commission and subject to the contingencies set out above, the other party will sustain damages which will be indefinite and difficult to ascertain, and for that reason, we have agreed on liquidated damages of \$45,000.00, which, in our judgment, is just and reasonable under the circumstances and subject to the following conditions:

(A) If the Seller makes default in the performance of this contract, said \$45,000.00 shall be paid to the Buyer as liquidated damages;

3  
Exhibit A

(B) If the Buyer makes default in the performance of this contract, said \$45,000.00 shall be paid to the Seller as liquidated damages;

(C) In lieu of accepting liquidated damages either party may enforce specific performance of this contract, or seek such other relief as may be provided by law.

C. D. Hamilton, Jr., M.D.  
Dr. C. D. Hamilton, Jr., Trustee

SELLER

JOHNSON COUNTY MEMORIAL HOSPITAL AUTHORITY

BY: David Sowell, Jr.  
David Sowell, Jr., Chairman

BUYER



"Exhibit A"

THE STATE OF TEXAS     §

COUNTY OF JOHNSON     §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. C. D. Hamilton, Jr., Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29<sup>th</sup> day of ~~September~~<sup>Nov.</sup>, 1976.

Martin Coleman  
Notary Public, Johnson County, Texas

THE STATE OF TEXAS     §

COUNTY OF JOHNSON     §

BEFORE ME, the undersigned authority, on this day personally appeared David Sowell, Jr., Chairman of Johnson County Memorial Hospital Authority, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28<sup>th</sup> day of ~~September~~<sup>JANUARY 1977</sup>, 1976.

Reva Bryan  
Notary Public, Johnson County, Texas

"Exhibit B"

THE STATE OF TEXAS

COUNTY OF JOHNSON

KNOW ALL MEN BY THESE PRESENTS:

CONTRACT OF SALE

That I, Dr. Robert W. Kimbro, Sr., Trustee, hereinafter called Seller, and Johnson County Memorial Hospital Authority, hereinafter called Buyer, do hereby make and enter into the following Contract and Agreement of Sale;

WITNESSETH:

I.

For the consideration hereinafter set out, the Seller does hereby sell and agree to convey to Buyer, and Buyer agrees to purchase from Seller the following described real property lying and being situated in Johnson County, Texas:

Being a part of the Christopher Chaney Survey, Abstract No. 124, being all that certain tract of land conveyed by Eley Adkins, et al to Kimbro-Whitehouse Realty Corp. by deed dated December 31, 1966 and recorded in Vol. 498, Page 124, Deed Records of Johnson County, Texas and being more particularly described as follows. All bearings being correlated to the North line of Kilpatrick Street (North 60 deg. East).

BEGINNING at an iron pin in the East right of way line of North Main Street (State Highway No. 174) for a corner, said corner being the Southeast corner of a tract of land conveyed by C. W. Adkins, et al to the State of Texas by Deed recorded in Vol. 326, Page 413, Deed Records of Johnson County, Texas and being by intent the Southwest corner of said tract of land conveyed by Eley Adkins, et al to Kimbro-Whitehouse Realty Corp.;  
THENCE -- With the East right of way line of North Main Street (State Highway No. 174), the arc of a curve to the right, whose radius is 1076.3 feet and whose long chord bears North 12 deg. 17 min. 23 sec. West a distance of 110.22 feet, a distance of 110.23 feet to an iron pin for a corner, said corner being the intersection of the East right of way line of North Main Street (State Highway No. 174) with the South line of Kilpatrick Street,  
THENCE -- North 60 deg. East with the South line of Kilpatrick Street and the North line of the Kimbro-Whitehouse Realty Corp. tract, a distance of 177.59 feet to an iron pin for a corner, said corner being the Northwest corner of a 0.913 acre tract conveyed by Sylvester C. Reed, et ux to H. H. Filardi and John S. Rice by Deed recorded in Vol. 470, Page 152, Deed Records of Johnson County, Texas, and the Northeast corner of the Kimbro-Whitehouse Realty Corp. tract;  
THENCE -- South 30 deg. East with the West line of the H. H. Filardi and John S. Rice 0.913 acre tract, the East line of the Kimbro-Whitehouse Realty Corp. tract and the West line of an eight-inch concrete retaining wall, a distance of 105.0 feet to an iron pin for a corner, said corner being the Northeast corner of a 1.115 acre tract conveyed by Allen S. Boyd, et ux to J. D. Kemp by deed recorded in Vol. 406, Page 520, Deed Records of Johnson County, Texas, and the Southeast corner of the Kimbro-Whitehouse Realty Corp. tract;  
THENCE -- South 60 deg. West with the North line of the J. D. Kemp 1.115 acre tract and the South line of the Kimbro-Whitehouse Realty Corp. tract, a distance of 211.2 feet to the point of Beginning and containing 0.478 of an acre.

II.

Buyer agrees to pay Seller as consideration therefor, upon closing of this transaction the sum of \$40,000.00 (FORTY THOUSAND DOLLARS) paid and to be paid as follows:

"Exhibit B"

A. \$500.00 Cash, paid to Seller upon the execution hereof and to be placed in an escrow account with Texas Realty Company pending the closing of this transaction;

B. \$39,500.00 to be paid at the time of closing this transaction.

III.

Both parties hereto agree that this transaction is contingent upon the Buyer obtaining approval of the transaction by the Texas Health Facilities Commission. In the event the Texas Health Facilities Commission does not approve this transaction and does not grant authority to the Buyer to proceed hereunder, then this contract will be null and void and the down payment will be returned to the Buyer.

This contract is also contingent on the approval and acceptance by the Texas Health Facilities Commission and Tolbert Mayfield of a Contract of Exchange between Johnson County Memorial Hospital Authority and Tolbert Mayfield. In the event Tolbert Mayfield or the Texas Health Facilities Commission should fail to approve said contract or fail to perform pursuant to said contract, then the Johnson County Memorial Hospital Authority may, at its option, declare this contract to be null and void.

IV.

Seller agrees to furnish an Owner's Policy of Title Insurance guaranteeing to the Buyer good and indefeasible title to the above described property, said policy containing only the usual printed exceptions and utility easements, if any.

V.

The Buyer agrees to close this transaction within sixty days of the date of approval by the Texas Health Facilities Commission of this contract.

VI.

The Seller agrees to pay all past due property taxes on the above described property. Taxes for the year in which this transaction will be closed will be prorated to the date of actual closing.

VII.

Possession of the property shall be delivered to the Buyer upon final closing of this transaction.

VIII.

If either party should fail or refuse to consummate this contract in accordance with its terms and after approval by the Texas Health Facilities Commission and subject to the contingencies set out above, the other party will sustain damages which will be indefinite and difficult to ascertain, and for that reason, we have agreed on liquidated damages of \$40,000.00, which, in our judgment, is just and reasonable under the circumstances and subject to the following conditions:

(A) If the Seller makes default in the performance of this contract, said \$40,000.00 shall be paid to the Buyer as liquidated damages;

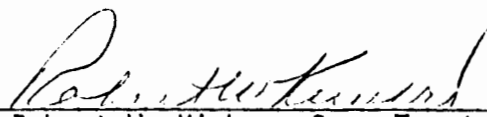
"Exhibit B"

(B) If the Buyer makes default in the performance of this contract, said \$40,000.00 shall be paid to the Seller as liquidated damages;

(C) In lieu of accepting liquidated damages either party may enforce specific performance of this contract, or seek such other relief as may be provided by law.

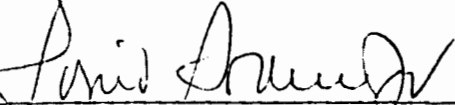
IX.

The Seller agrees to pay Harold B. Stovall of Texas Realty Company a commission of 5% for services as Real Estate Broker in this transaction.

  
Dr. Robert W. Kimbro, Sr., Trustee

SELLER

JOHNSON COUNTY MEMORIAL HOSPITAL AUTHORITY

BY:   
David Sowell, Jr., Chairman

BUYER

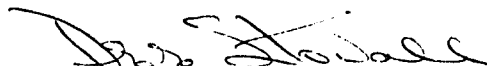
"Exhibit B"

THE STATE OF TEXAS     I

COUNTY OF JOHNSON     I

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Robert W. Kimbro, Sr., Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29<sup>th</sup> day of ~~November~~  
September, 1976.

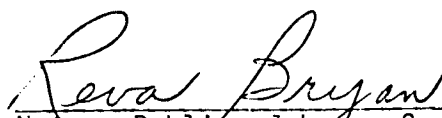
  
\_\_\_\_\_  
Notary Public, Johnson County, Texas

THE STATE OF TEXAS     I

COUNTY OF JOHNSON     I

BEFORE ME, the undersigned authority, on this day personally appeared David Sowell, Jr., Chairman of Johnson County Memorial Hospital Authority, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28<sup>th</sup> day of  
~~September~~ JANUARY 1977  
September, 1976.

  
\_\_\_\_\_  
Notary Public, Johnson County, Texas

5  
"Exhibit C"

THE STATE OF TEXAS

COUNTY OF JOHNSON

CONTRACT OF EXCHANGE

I.

Johnson County Memorial Hospital Authority, hereinafter called Party of the First Part, in consideration of the agreement of Tolbert F. Mayfield, hereinafter called Party of the Second Part, as reflected in Paragraph II, promises to convey to the Party of the Second Part or his assignee, the real property and improvements to be constructed thereon which Party of the First Part has a contractual right to, situated in the City of Cleburne, Johnson County, Texas, and more specifically described as follows:

Being a part of the Christopher Chaney Survey, Abstract No. 124, being a portion of two tracts of land, first containing 0.478 of an acre, conveyed by Eley Adkins, et al to Kimbro-Whitehouse Realty Corporation by Deed recorded in Vol. 496, Page 124, Deed Records of Johnson County, Texas, and the second tract containing 1.115 acres, conveyed by Allen S. Boyd, et ux to J. D. Kemp by Deed recorded in Vol. 406, Page 520, Deed Records of Johnson County, Texas, and being more particularly described as follows. All bearings being correlated to the North line of the Tolbert F. Mayfield called 0.7 acre tract (South 60 deg. West).

BEGINNING at an iron pin in the intersection of the East right of way line of North Main Street with the South line of Kilpatrick Street for a corner, said corner being by intent the Northwest corner of said Kimbro-Whitehouse Realty Corporation 0.478 acre tract;

THENCE -- North 60 deg. East with the South line of Kilpatrick Street and the North line of the Kimbro-Whitehouse Realty Corporation 0.478 acre tract, a distance of 177.59 feet to an iron pin for a corner, said corner being the Northwest corner of a called 0.913 of an acre tract conveyed by Sylvester C. Reed, et ux to H. H. Filardi and John S. Rice by Deed recorded in Vol. 470, Page 152, Deed Records of Johnson County, Texas, and the Northeast corner of said Kimbro-Whitehouse Realty Corporation tract;

THENCE -- South 30 deg. East with the West line of the H. H. Filardi and John S. Rice called 0.913 of an acre tract, the East line of the Kimbro-Whitehouse Realty Corporation 0.478 of an acre tract and the West line of an eight-inch concrete retaining wall, a distance of 105.0 feet to an iron pin for a corner, said corner being the Northwest corner of a 1.115 acre tract conveyed by Allen S. Boyd, et ux to J. D. Kemp by Deed recorded in Vol. 406, Page 520, Deed Records of Johnson County, Texas, the Southeast corner of the Kimbro-Whitehouse Realty Corporation 0.478 of an acre tract and an ell corner of the H. H. Filardi and John S. Rice called 0.913 of an acre tract;

THENCE -- South 17 deg. 02 min. East (called South 16 deg. 44 min. East in the H. H. Filardi and John S. Rice Deed) with the West line of the H. H. Filardi and John S. Rice called 0.913 of an acre tract and the East line of the J. D. Kemp 1.115 acre tract, a distance of 46.18 feet to an iron pin for a corner;

THENCE -- South 60 deg. West a distance of 211.68 feet to an iron pin in the East right of way line of North Main Street for a corner, said corner being in the West line of the J. D. Kemp 1.115 acre tract;

THENCE -- With the East right of way line of North Main Street, the arc of a curve to the right, whose radius is 1076.3 feet and whose long chord bears North 13 deg. 31 min. 16 sec. West 156.41 feet a distance of 156.49 feet to the point of Beginning and containing 0.689 of an acre. ✓

"Exhibit C"

II.

In consideration whereof, Party of the Second Part promises to convey to the Party of the First Part as and for its own property the real property and improvements thereon situated in Cleburne, Johnson County, Texas, and more specifically described as follows:

Being a part of the C. Chaney Survey, Patent No. 289, Abstract No. 124, Johnson County, Texas, a part of Block 911 according to the Official Map of Cleburne, Texas, a part of a tract of land conveyed by Auburn C. Cheek to T. D. Nutt, deed dated October 26, 1938, recorded in Vol. 310, Page 198, Deed Records of Johnson County, Texas, and being that same parcel or tract of land conveyed by T. D. Nutt to T. F. Mayfield by deed dated June 22, 1950, recorded in Vol. 372, Page 587, Deed Records of Johnson County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at an iron pin South 60 deg. 0 min. West 510.0 feet (called 495.0 feet) from the Southeast corner of a tract of land conveyed by M. S. Kahle to J. C. Conway (a ½ inch pipe in the West line of North Anglin Street) by deed dated August 5, 1898, recorded in Vol. 73, Page 250, Deed Records of Johnson County, Texas; said iron pin being in the East right of way line of State Highway No. 174 as relocated and adopted by the State Highway Department being the Southeast corner of a tract conveyed by T. D. Nutt to the State of Texas at highway station 15+26.0 by a deed dated March 23, 1942, recorded in Vol. 326, Page 375, Deed Records of Johnson County, Texas, the Southwest corner of Block 911, the Southwest corner of this tract;

THENCE -- North 13 deg. 0 min. West with said highway right of way 55.0 feet to a railroad spike in an asphalt driveway for a corner;

THENCE -- North 26 deg. 30 min. West, with a right of way curve to the right 98.38 feet (called 97.0 feet) to an iron pin for the Northeast corner of said tract conveyed by T. D. Nutt to the State of Texas, the most Northerly Northwest corner of this tract;

THENCE -- North 60 deg. 0 min. East 185.92 feet (called 190.0 feet) with the North line of the original T. D. Nutt tract to an iron pin at a fence corner for the Northeast corner of this tract;

THENCE -- South 28 deg. 27 min. East (called South 30 East 150.8 feet) 150.85 feet with a chain link fence to a "X" chiseled on concrete walk at the end of said fence for the Southeast corner of this tract;

THENCE -- South 60 deg. 0 min. West 208.0 feet with the South line of Block 911, the original South line of the T. D. Nutt tract to the place of Beginning containing 0.763 acre of land, more or less.

III.

Party of the First Part agrees to construct a building according to the plans and specifications to be furnished by Party of the Second Part, which will be constructed on the property for which the Party of the First Part has contracted to purchase, said building to be constructed at a price not to exceed T.F.M. \$73,640.00. The said \$73,640.00 to be advanced by Party of the First Part in installments as work progresses on said building and upon the presentment of invoices. It is agreed that the final installment of twenty-five per cent (25%) will not be due and payable until the final completion and acceptance of the building. Upon completion of the building on the property for which Party of the

"Exhibit C"

above shall be exchanged for the property owned by the Party of the Second Part described above.

IV.

Both parties hereto agree that the properties to be exchanged as described above will be of equal value and no additional consideration will be paid by either party.

V.

Both parties hereto agree that this Contract of Exchange is contingent upon the Party of the First Part securing approval of this transaction by the Texas Health Facilities Commission. The Party of the First Part agrees to seek such approval by the Texas Health Facilities Commission at the earliest possible date and with all due expedience. In the event the Texas Health Facilities Commission does not approve this transaction and does not grant authority to the Party of the First Part to proceed hereunder, <sup>TEMP</sup> within six months of the execution of this Contract, then either party, at its option, may declare this Contract null and void.

Both parties hereto agree that this Contract of Exchange is also contingent on the approval and acceptance of Contracts of Sale relating to the above described property between the Johnson County Memorial Hospital Authority and Dr. Robert W. Kimbro, Sr., Trustee and Dr. C. D. Hamilton, Jr., Trustee. In the event either Dr. Robert W. Kimbro, Sr. or Dr. C. D. Hamilton, Jr. should fail to approve said <sup>TEMP</sup> within six months of the execution of this Contract, then either party, Contracts or fail to perform pursuant to said Contracts, ~~then the Johnson County Memorial Hospital Authority~~ may, at its option, declare this Contract of Exchange null and void.

VI.

The Party of the First Part agrees to begin construction on the new building on the property described above in Paragraph 1 within sixty days of approval of its plans by the Texas Health Facilities Commission. Both parties hereto agree to execute an Exchange Deed pursuant to this Contract within thirty days after the completion of the above described improvements by the Party of the First Part.

VII.

Both parties hereto agree that Party of the Second Part will not give up his present location until the new building is completed and ready for occupancy.

VIII.

Both parties hereto agree to furnish a current survey for their respective tract of land. Each party also agrees to furnish either a complete Abstract of Title certified to date or an Owner's Title Insurance Policy guaranteeing to the other party good and indefeasible title to their respective property, said Policy to contain only the usual printed exceptions and utility easements, if any.



"Exhibit C"

IX.

Each party will bear the risk of loss or damage to the property, both real and personal, until the same is delivered to the other party. If any of the property should be damaged or destroyed from any cause prior to that time, the parties would have the option of terminating the Contract or accepting the property in its damaged condition.

X.

Each party agrees to pay all past due property taxes on their respective property. Taxes for the year in which the final exchange is effected will be prorated to the date of actual closing.

XI.

Party of the Second Part will be permitted to remove all of his equipment, whether attached to his building or not, including air conditioning and signage, at his discretion within thirty days from the date of exchange of title to the property.

XII.

If either party should fail or refuse to consummate this contract in accordance with its terms and after approval by the Texas Health Facilities Commission, the other party will sustain damages which will be indefinite and difficult to ascertain, and for that reason, we have agreed on liquidated damages of \$120,000.00, which, in our judgment, is just and reasonable under the circumstances and subject to the following conditions:

(A) If the Party of the First Part makes default in the performance of this contract, said \$120,000.00 shall be paid to the Party of the Second Part as liquidated damages;

(B) If the Party of the Second Part makes default in the performance of this contract, said \$120,000.00 shall be paid to the Party of the First Part as liquidated damages;

(C) In lieu of accepting liquidated damages either party may enforce specific performance of this contract, or seek such other relief as may be provided by law.

"Exhibit C"

XIII.

It is understood by both of the parties hereto that Party of the First Part does not owe any real estate commission with regards to this transaction.

WITNESS OUR HANDS this 13th day of ~~November~~, 1976.

~~December~~

~~14th~~

JANUARY 1977

JOHNSON COUNTY MEMORIAL HOSPITAL AUTHORITY

BY:

David Sowell, Jr.

David Sowell, Jr., Chairman

(PARTY OF THE FIRST PART)

Tolbert F. Mayfield

Tolbert F. Mayfield

(PARTY OF THE SECOND PART)

"Exhibit C"  
20

THE STATE OF TEXAS    I  
COUNTY OF JOHNSON    I

BEFORE ME, the undersigned authority, on this day personally appeared David Sowell, Jr., Chairman, of Johnson County Memorial Hospital Authority, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of ~~September~~ January, 1977.

Bobbie White  
Notary Public, Johnson County, Texas

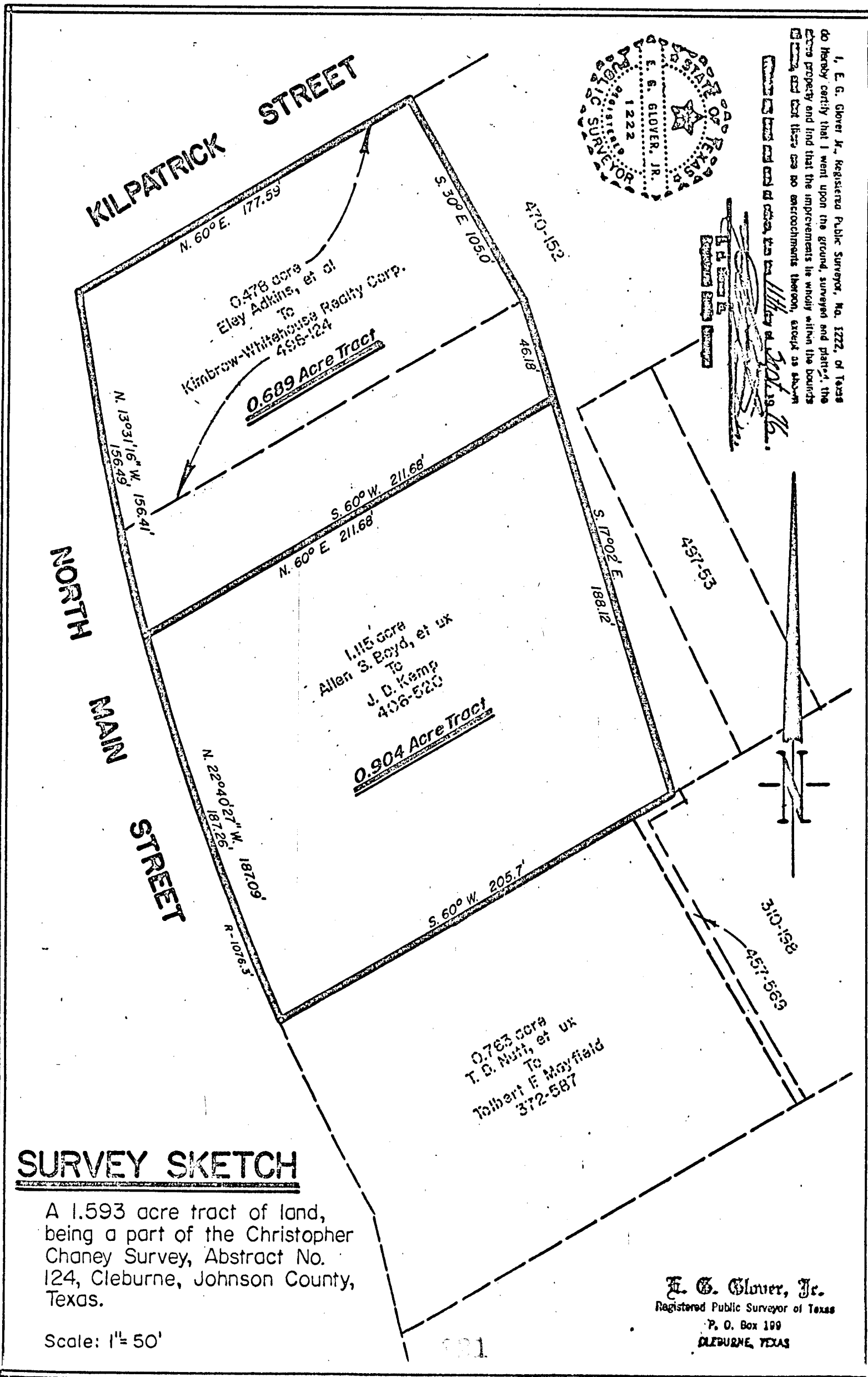
THE STATE OF TEXAS    I  
COUNTY OF JOHNSON    I

BEFORE ME, the undersigned authority, on this day personally appeared Tolbert F. Mayfield, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of ~~September~~ December, 1976.

Bobbie White  
Notary Public, Johnson County, Texas

"Exhibit D"



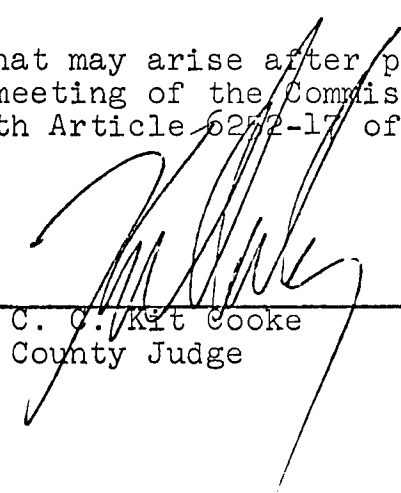
CC 822

A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
AUGUST 1, 1977

1. Invocation
2. Reading of previous Minutes
3. Payment of monthly bills
4. Mr. Kenneth Marks regarding County Road 316-B
5. Letter of resignation from E. L. James as Election Judge of Box 25
6. Letter from Board of County and District Road Indebtedness concerning Johnson County's share of Lateral Road Fund
7. Appoint Presiding Judge for Precinct Box Number 25
8. Mr. Elvis Shockley regarding Farm to Market Roads in Johnson County

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

  
\_\_\_\_\_  
C. C. Kit Cooke  
County Judge

Posted: July 27, 1977  
9:00 A.M.  
County Courthouse

CC 822

STATE OF TEXAS :  
COUNTY OF JOHNSON : AUGUST 1, 1977

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: C. C. "Kit" Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B. Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by B. B. Aldridge, Commissioner of Precinct No. 4.

No action was taken by the Court on a complaint by Mr. Kenneth Marks, who appeared before the court stating that the course of C.R. 316-B has been changed, and as a result blocked his property off of the road. This road change, according to Mr. Marks, happened around 1964.

Mr. Marks was advised to get an opinion from the County Attorney as to whether C.R. 316 B is or is not a County Road.

A motion was made by Commissioner Hadley and seconded by Commissioner Aldridge to accept the resignation of Mr. E. L. James, Election Judge, Box 25, Burleson, and to appoint Mr. Ernest R. Behnke, P. O. Box 86, Burleson, as Election Judge of Box 25.

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824

E. L. James  
320 S. E. Robert St.  
Burleson, Texas 76028

July 15, 1977

C. C. Kit Cooke  
County Judge

Dear Sir:

This is in regard to my appointment to serve as Presiding Judge of Precinct Boy Number 25.

I regret that I will be unable to accept this honor, due to health reasons. Since January I have had two major surgeries. At this time I am greatly improved but I feel it unwise to assume full responsibility for this appointment.

If I can be of assistance to the one who will be taking my place I will be happy to help. It has been a pleasure to work with the Johnson County group.

Thank you for removing my name from the permanent register

Sincerely,

E. L. James

Burleson, Tex.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Atwood that the Johnson County Commissioners' Court request that, Johnson Counties share of the Lateral Road Fund, as of August 31, 1977, held by the Board of County and District Road Indebtedness, in the amount of \$51,668.90, be returned to Johnson County.

*Wylie  
6.*



MEMBERS

B. L. Deberry, Chairman  
Bob Bullock  
Jesse James

## BOARD OF COUNTY AND DISTRICT ROAD INDEBTEDNESS

NEW

### MAILING ADDRESS

C/O Jesse James, State Treasurer  
P.O. Box 12608, Capitol Station  
Austin, Texas 78711

Hon. Charles Cooke  
County Judge  
Johnson County  
Cleburne, Texas 76031

Dear Sir:

On September 1, we will credit your lateral road account with \$ 51,668.90 which represents your county's share of the Lateral Road Fund as of August 31.

This amount will be forwarded to your county to be used for the construction or improvement of your county lateral roads. Prior to forwarding your county's portion of the Lateral Road Fund, it is required by statute that we receive from you an order of your Commissioners' Court requesting that we return these funds to your county and a statement contained therein indicating the purpose for which these funds will be used.

Yours Very Truly,

*Jesse James*

Jesse James  
State Treasurer

JJ:WK:ck

*Kit  
need  
action from court  
regarding this refund*



All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to authorize Robert Wylie, County Auditor, to employ Cato Mullins to do the work on renovation of the Lawyers' Lounge, to be used as a Jury room for the new District Court, since no bids were received on the renovation.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to cancel the contract with Max M. Sanders to print new County Road Maps for Johnson County since he did not respond to the attached certified letter.

JOE L. TOWNES  
COUNTY CLERK



**JOHNSON COUNTY**

GILBERT, TEXAS 76044

July 11, 1977

Mr. Max M. Sanders  
3412 Hudnall #205  
Dallas, Texas 75235

Dear Mr. Sanders:

This is to advise that unless you contact this office by August 1, 1977, in regard to your contract with Johnson County to furnish County Road Maps, the Court will cancel their contract with you, effective August 1, 1977.

Very truly yours

*Joe L. Townes*  
Joe L. Townes, County Clerk  
Johnson County, Texas.

11/11/77

*Certified mail - 7-11-77*

UNITED STATES POSTAL SERVICE  
OFFICIAL BUSINESS

**SENDER INSTRUCTIONS**

Put your name, address, and ZIP Code in the space below.  
\* Complete Forms 1, 2, and 3 on the reverse.  
\* Mark the number of copies and attach to front of article.  
\* If space permits, otherwise affix to back of article.  
\* Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE  
USE TO AVOID PAYMENT  
OF POSTAGE, \$300



RETURN  
TO

L. Townes, County Clerk

No. 751788  
RECEIPT FOR CERTIFIED MAIL

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

SENT TO	
Mr. Max M. Sanders	
3412 HUDNALL #205	
DALLAS, TEXAS 75235	
CONSULT POSTMASTER FOR FEES	OPTIONAL SERVICES
	SPECIAL DELIVERY
	RESTRICTED DELIVERY
	RETURN RECEIPT SERVICE
	SHOW TO WHOM AND DATE DELIVERED
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY
TOTAL POSTAGE AND FEES \$	
POSTMARK OR DATE	

Commissioner Loyd H. Reese presented the fact that Mrs. Mildred Honea, County Treasurer, had not had a full two (2) weeks vacation since she took office. He was advised that the Five Hundred (\$500.00) Dollars extra help budget was provided for this purpose, and beyond that the court has no authority.

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

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to authorize the payment of monthly bills as read by the County Auditor.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to establish Farm to Market Road priorities in each Precinct, as follows:

1978 Farm-Market Program:

Precinct No. 1 - (a) Extend FM 916 to end of FM 1334 - generally along CR 1108.

(b) Beginning Highway 171 to FM 2331 - along CR 1228 and 1124

(c) Extend FM 2331 South to FM 916 - southerly along CR 1224 and 1224A.

Precinct No. 2 - (a) CR 920 from Hwy. 174 to FM 1902

(b) CR 1017 from FM 917 to Hwy. 171

(c) CR 714 from FM 731 to I35

Precinct No. 3 - (a) CR600 from Burleson City Limit to CR 528

(b) FM 1807 to CR 213 to Hwy. 67

(c) From FM 2738 to CR 528 to Mansfield City Limits

Precinct No. 4 - (a) CR305 from Hwy. 171 to FM 210

(b) CR 401 to CR 213 to I35

(c) CR 213 from FM1807 to FM 2258

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to authorize the County Clerk to attend an Elections Workshop in Midland August 4 and 5, 1977, and to adjourn.

All voted aye.

Joe L. Townes  
COUNTY CLERK

O. H. Atwood  
COUNTY JUDGE

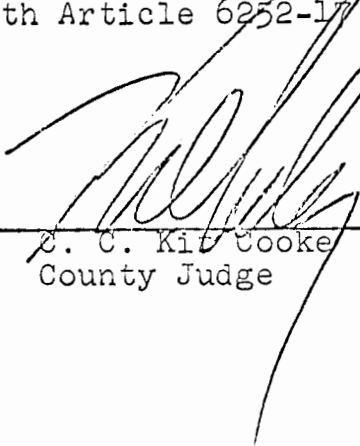
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A G E N D A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
AUGUST 8, 1977

1. Invocation
2. Reading of previous Minutes
3. Payment of monthly bills
4. Discuss new Jury Room addition for new District Court.
5. Discuss possible dates for Budget hearings for 1978.
6. Discuss final plans for moving into new Jail facilities.

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



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C. C. Kit Cooke  
County Judge

POSTED: August 3, 1977  
10:30 A.M.  
County Courthouse

STATE OF TEXAS :  
 :  
COUNTY OF JOHNSON : AUGUST 8, 1977

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: C. C. "Kit" Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B. Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by Joe L. Townes, County Clerk.

County Auditor, Robert Wylie, informed the Court that Contractor Cato Mullins has been notified to start work on the Jury Room for the new District Court as soon as possible, but Cato Mullins has not confirmed his acceptance. The Court is to look into the feasibility of turning the Ladies Lounge on the main floor of the courthouse into the Jury Room.

A motion was made by Commissioner Hadley and seconded by Commissioner Loyd H. Reese to set 1978 Budget hearing dates for 10:00 A. M., September 6, 1977, in the County Courtroom, which will include the Revenue Sharing Budget. Final hearing set for October 1, 1977.

All voted aye.

The court authorized the purchase of seven (7) type A water fire extinguishers, and two (2) type B, electrical and grease fire extinguishers to be placed in the new jail facility.

The Judge gave a progress report on the new jail facility stating that the general contractor and the steel contractor will each owe \$5.00 per day for each prisoner in custody after August 1, 1977.

Juvenile Officer, Steve Erickson, reminded the court to consider the Federal Grant previously presented by him, in the amount of \$37,651.00, for an Assistant Juvenile Officer for the Northern part of the County, and for the operation of the Juvenile Detention Center.

Judge Cooke stated the request will be placed on the September 1, 1977, Agenda.

A motion was made by Commissioner Aldridge and seconded by Commissioner Hadley to approve the contract with the City of Alvarado and Venus for work on the City Streets of each City to be done by Loyd H. Reese, Commissioner of Precinct No. 3, and to renew the contract with the City of Grandview for Precinct No. 4, recorded in Vol. 17, Page 317, Commissioners' Court Minutes.

All voted aye.

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830

THE STATE OF TEXAS  
COUNTY OF JOHNSON

KNOW ALL MEN BY THESE PRESENTS

That we, the City of Venus a Municipal Corporation, hereinafter called "City" and the Commissioners Court of Johnson County, hereinafter called "County", each acting by the undersigned duly authorized to execute the same, do hereby make and enter into the following contract and agreement:

I.

County does hereby agree to pave certain road ways within the City of Alvarado, Texas, as shown on Exhibit "A" hereto, after proper preparation of the streets by the City of Alvarado, Texas.

II.

The paving to be done by the County shall be done at such times and or dates when the equipment necessary for such work and the man power for such work is not being needed on County projects, and only at such times as is needed by the City of Alvarado.

III.

The City agrees to pay the County for the paving of such roadway the sum of \$ 1000.00 per hour to cover all expenses of equipment and personnel used in said paving.

IV.

County agrees to sell to the City the necessary materials for said paving out of the stock held and administered by the Commissioner of the Precinct in which Alvarado is located at the cost of such material to the County.

V.

The City agrees to indemnify and hold the County harmless for any and all claims arising from the paving, the condition of the road way, damage to equipment or injuries to employees of the County while engaged in the paving for the City of Alvarado.

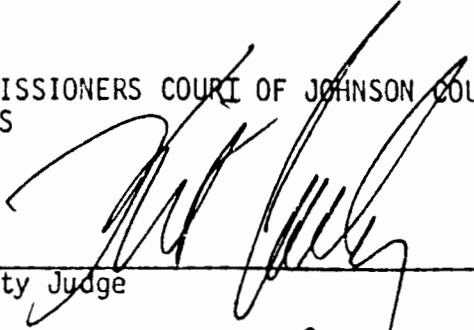
CITY OF VENUS


James A. F. Hill  
Mayor

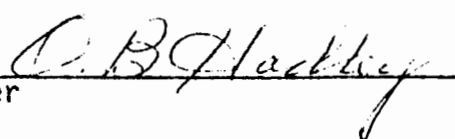
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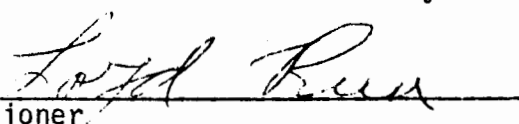
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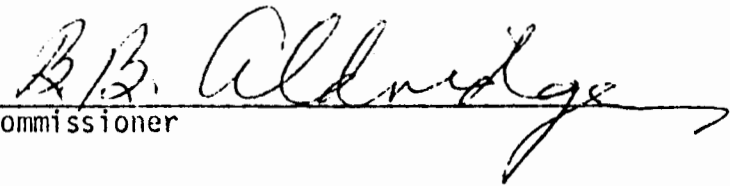
COMMISSIONERS COURT OF JOHNSON COUNTY,  
TEXAS

  
County Judge

  
Commissioner

  
Commissioner

  
Commissioner

  
Commissioner

831

THE STATE OF TEXAS  
COUNTY OF JOHNSON

KNOW ALL MEN BY THESE PRESENTS

That we, the City of Alvarado, a Municipal Corporation, hereinafter called "City" and the Commissioners Court of Johnson County, hereinafter called "County", each acting by the undersigned duly authorized to execute the same, do hereby make and enter into the following contract and agreement:

I.

County does hereby agree to pave certain road ways within the City of Alvarado, Texas, as shown on Exhibit "A" hereto, after proper preparation of the streets by the City of Alvarado, Texas.

II.

The paving to be done by the County shall be done at such times and or dates when the equipment necessary for such work and the man power for such work is not being needed on County projects, and only at such times as is needed by the City of Alvarado.

III.

The City agrees to pay the County for the paving of such roadway the sum of \$ 1688.00 per hour to cover all expenses of equipment and personnel used in said paving.

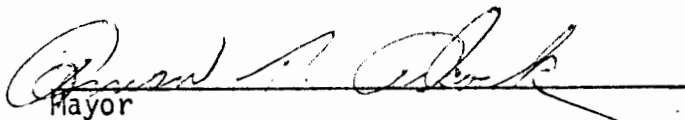
IV.

County agrees to sell to the City the necessary materials for said paving out of the stock held and administered by the Commissioner of the Precinct in which Alvarado is located at the cost of such material to the County.

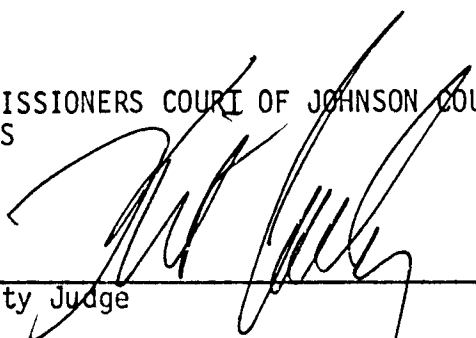
V.


The City agrees to indemnify and hold the County harmless for any and all claims arising from the paving, the condition of the road way, damage to equipment or injuries to employees of the County while engaged in the paving for the City of Alvarado.

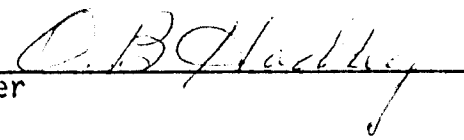
CITY OF ALVARADO

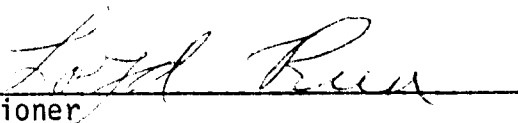
  
Mayor

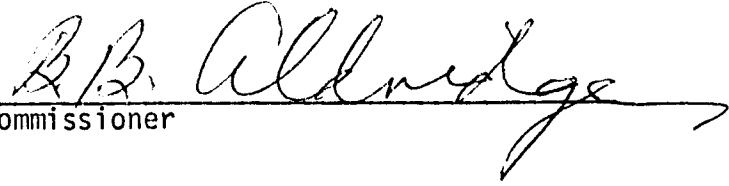
COMMISSIONERS COURT OF JOHNSON COUNTY,  
TEXAS

  
County Judge

  
Commissioner

  
Commissioner

  
Commissioner

  
Commissioner

Sheriff Huffman presented the following Statute and requested four

✓ (4) Correction Officers for the new jail facility.

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- (d) behavioral observation, including state of consciousness and mental status;
- (e) inventory of body deformities, trauma markings, bruises, lesions, ease of movement, etc;
- (f) markings, condition of body orifices;
- (g) presence of lice and vermin; and
- (h) disposition/referral:
  - (1) assignment;
  - (2) referral for further evaluation or treatment; and
  - (3) medical isolations.

Such separate medical record shall be supplemented from time to time and shall reflect all subsequent findings, diagnoses, treatment, disposition, dispensation of medications, and the name of any other institution to which the inmate was released and to which a copy of the medical record was forwarded.

Issued in Austin, Texas, on December 1, 1976.

Doc. No. 766363 James Greenwood III  
Chairman  
Commission on Jail Standards

Effective Date: December 23, 1976

For further information, please call (512) 475-2716.

### Supervision of Inmates 217.14.00

These rules are adopted under the authority of Article 5115.1, Texas Civil Statutes.

**.001. Regular Observation by Corrections Officers.** Every detention facility housing inmates shall have a corrections officer at the facility 24 hours each day. Detention facilities shall have an established procedure for visual observation of all inmates by corrections officers, either in person or by a monitoring system, with audio capability at least once every hour and on a more frequent basis in high-risk areas and in areas where inmates who are known to be assaultive, potentially suicidal, mentally ill, or who have demonstrated bizarre behavior are confined. In counties where a corrections officer lives in the facility, mandatory hourly observation is not required at night, provided that the facility shall have a continuously operating means of communication with such corrections officer (by electrical intercommunication system, buzzer, alarm, or similar device) available at all times to each inmate for the purpose of notifying such corrections officer of emergencies, illnesses, personal attack, etc., and provided further that such corrections officer must be close enough to the inmate housing area to respond immediately to such notification.

### **.002. Corrections Officer Training and Certification.**

No person shall perform the duties of a corrections officer in a county jail under these standards unless such person has been certified, within one year from date of employment, as a corrections officer by the Commission on Law Enforcement Officer Standards and Education.

**.003. Corrections Officer Pay.** Pay for persons employed as corrections officers shall be on a basis comparable to and not lower than the pay of other county law enforcement officers.

**.004. Supervisory Personnel.** Inmates shall be supervised by an adequate number of corrections officers to comply with the requirements of state law, these standards, and to carry out the facility plans established pursuant to these standards. In no event shall this be fewer than one corrections officer on each floor of the facility on which 10 or more inmates are housed, nor less than one corrections officer per 45 inmates or increment thereof.

**.005. Census.** Inmates shall be physically counted by a corrections officer at frequent and regular intervals.

**.006. Searches to Reduce and Eliminate Contraband.** For the protection of corrections personnel and inmates:

- (a) any items brought into the detention facility by anyone shall be searched for contraband;
- (b) any inmate who leaves the security perimeter of the facility shall be thoroughly searched for contraband before re-entering the security perimeter;
- (c) there should be regular and irregular searches of the entire facility area for contraband which should be noted in a permanent facility record; and
- (d) searches for contraband should be timed so that they cannot be anticipated by the inmates.

Issued in Austin, Texas, on December 1, 1976.

Doc. No. 766364 James Greenwood III  
Chairman  
Commission on Jail Standards

Effective Date: December 23, 1976

For further information, please call (512) 475-2716.

### Clothing, Personal Hygiene, and Bedding in County Jails 217.15.00

These rules are adopted under the authority of Article 5115.1, Texas Civil Statutes.

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

All voted aye.

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

All voted aye.

There being no further business, court adjourned.

Joe L. Townes  
County Clerk

C. N. Attwood  
acting County Judge

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A G E N D A

NOTICE OF EMERGENCY MEETING OF JOHNSON COUNTY  
COMMISSIONER'S COURT  
COUNTY COURTHOUSE - CLEBURNE, TEXAS  
AUGUST 18, 1977 - 9:00 A.M.

Special called emergency meeting of Johnson County  
Commissioner's Court on the 18th day of August, 1977, at  
9:00 A.M. in the County Courtroom for the purpose of  
discussing plans for the new District Court.

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

[Signature]  
C. C. Kit Cooke  
County Judge

Posted: August 16, 1977  
5:30 P.M.  
County Courthouse

STATE OF TEXAS :  
COUNTY OF JOHNSON : SPECIAL CALLED MEETING AUG. 18, 1977

BE IT REMEMBERED AT A SPECIAL CALLED EMERGENCY 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: C. C. "Kit" Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B. Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by Judge C. C. Cooke.

Judge Cooke submitted his tentative resignation, effective September 1, 1977.



C. C. (KIT) COOKE  
COUNTY JUDGE

## JOHNSON COUNTY

CLEBURNE, TEXAS 76031

817 645-7151

August 18, 1977

Commissioner's Court of  
Johnson County, Texas

Dear Sirs:

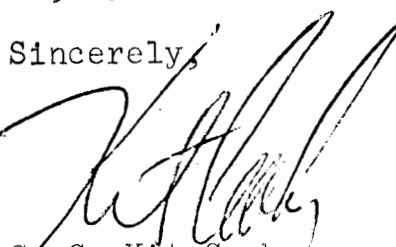
On August 16, 1977, Governor Dolph Briscoe appointed me to the newly created 249th District Court for Johnson and Somervell Counties.

I hereby submit my letter of resignation as County Judge of Johnson County to be effective September 1, 1977.

It has been my pleasure and honor to have served the public in Johnson County on the Commissioner's Court for the last two and one-half years. I will always cherish my work with this Court. I hope that in my new position I will continue to be able to work with this Court in the same good relationship that has existed during my service to this County.

Therefore, I respectfully submit my resignation as County Judge on the 18th day of August, 1977 with the effective date to be September 1, 1977.

Sincerely,

  
C. C. Kit Cooke  
County Judge

Seventeen (17) members of the Johnson County Bar Association were present, and through the following spokesmen, Gene Turner, Jack Altaras, Bill Anderson, John R. MacLean, Jim Hallman and Kit Cooke, asked the Court to appoint an attorney to the office of County Judge, effective September 1, 1977.

Four (4) members of the Johnson County Labor Council were present and expressed a desire that each applicant for County Judge be reviewed by the Commissioners at least one week before an appointment is made.

It was agreed by the Commissioners' Court that a County Judge would be named at a Special Called Meeting at 9:00 A. M., August 25, 1977.

Court recessed at 9:50 A. M. and reconvened at 10:00 A. M.

A motion was made by Commissioner Aldridge and seconded by Commissioner Atwood to designate the present County Courtroom as the new 249th District Courtroom.

All voted aye.

The Court agreed that they would designate the location of the Jury Room for the 249th District Court at the August 25, 1977, Special Meeting.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to designate the present County Judge's Office as the new office for the District Judge of 249th District Court; and to study the feasibility of making the present County Auditor's Office into a new County Courtroom.

All voted aye.

A motion was made by Commissioner Hadley and seconded by Commissioner Reese to authorize the District Clerk to hire one additional deputy to serve in the 249th District Court.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Judge to have the names changed on the new District Courtroom and the new District Judge's Office.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Aldridge to approve Deputation of Travis L. Prine.

All voted aye.

There being no further business, court adjourned.

Joe L. Townes  
COUNTY CLERK

C. H. Atwood  
acting COUNTY JUDGE

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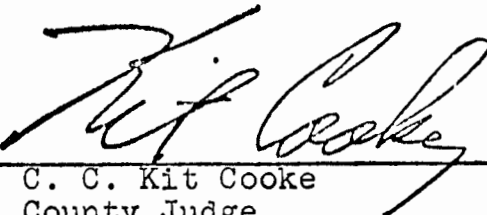
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A G E N D A

NOTICE OF EMERGENCY MEETING OF JOHNSON COUNTY  
COMMISSIONER'S COURT  
COMMISSIONER'S OFFICE - CLEBURNE, TEXAS  
AUGUST 23, 1977 - 10:00 A.M.

Special called emergency meeting of Johnson County  
Commissioner's Court to go into Executive Session on Tuesday,  
August 23, 1977 for the purpose of screening applicants for  
the office of County Judge.

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

  
\_\_\_\_\_  
C. C. Kit Cooke  
County Judge

Posted: August 22, 1977  
10:00 A.M.  
County Courthouse

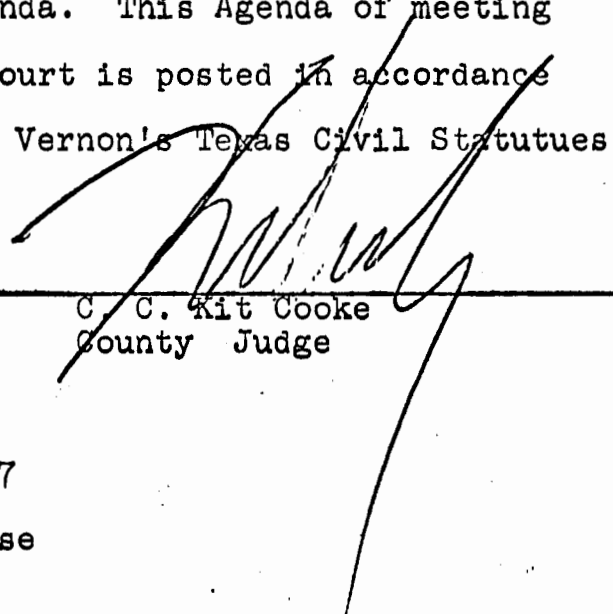
A G E N D A

NOTICE OF SPECIAL CALLED MEETING OF JOHNSON COUNTY  
COMMISSIONER'S COURT  
COUNTY COURTROOM - CLEBURNE, TEXAS  
August 25, 1977 - 9:00 A.M.

Special called meeting of Johnson County  
Commissioner's Court on the 25th day of August, 1977  
at 9:00 A.M. in the County Courtroom for discussion  
of the following:

1. The appointment and selection of a new Johnson  
County Judge
2. Discussion will be made toward the remodeling  
and changes in the Courthouse for the new Court  
personnel and County Restroom facilities for  
the new District Court.

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



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C. C. Kit Cooke  
County Judge

Posted: August 18, 1977  
3:30 P.M.  
County Courthouse

STATE OF TEXAS :  
COUNTY OF JOHNSON : AUGUST 25, 1977

BE IT REMEMBERED AT A SPECIAL CALLED 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: C. C. "Kit" Cooke, County Judge, C. W. Atwood, Commissioner of Precinct No. 1, O. B. Hadley, Commissioner of Precinct No. 2, Lloyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, and Joe L. Townes, County Clerk.

Invocation was given by Commissioner C. W. Atwood.

Commissioners' Court went into Executive Session on a personnel matter.

Results of the Executive Session were announced in open court as follows: It was the unanimous decision of the Commissioners' Court to appoint Tommy Altaras, County Judge of Johnson County, effective October 1, 1977.

A motion was made by Commissioner Atwood and seconded by Commissioner Hadley to authorize the County Auditor, Robert Wylie, to make necessary alterations and improvements to the ladies lounge on the first floor to be used as the jury room for the 249th District Court, and to prepare a ladies lounge next to the women's rest room in the basement of the courthouse, which will include part of the area next to Justice of the Peace, Vernon Asher's office.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve deputation of Joseph Ross Oakley, Jr. as Deputy Sheriff.

All voted aye.

Place on the Agenda for September 1, 1977, a request from O. B. Hadley Commissioner of Precinct No. 2, to do road work for the City of Joshua, and the Joshua Schools.

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

All voted aye.

Joe L. Townes  
COUNTY CLERK

C. W. Atwood  
acting COUNTY JUDGE

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