AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

MARCH 1ST, 1982 - 9:00 A.M.

- 1. Reading of the Minutes
- 2. Payment of Bills
- 3. Susie Leonard in regard to closing end of road
- 4. Appointment of Fire Commission
- 5. Designation of Voting Boxes and Election Judges
- √ 6. Certification of lateral road Mileage
- 7. Notification from the Texas Educational Agency
- > 8. Request from Betty Cooke & Jeniv Johnson to attend school
- 9. Lease of vehicle to Mid-North County Volunteer Fire Dept.
- √10. Notice from Department of U.S. Justice
- 11. Appointment of Water Resources Notice
- 12. Instigation of Fire Ant Control Program, Requested by Agricultural Commissioner Reagan Brown
- $\sqrt{13.}$ Notice of Application For Waste Discharge Permit Renewal
- √14. Approval of Contract between Johnson County and Texas Adult Probation Commission
- √15. New Typewriters
- √16. Clerk's Request to Disburse Funds
- √17. New Juvenile Detention Center
- ∼ 18. Ernest Cardenas
- $\sqrt{19}$. Certificates of Appreciation

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

TOMMY ALTARAS County Judge

POSTED: February 26, 1982

9:00 A.M.

Johnson County Courthouse

CONT. PAGE 2

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT

JOENSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

MARCH 1ST, 1982 - 9:00 A.M.

STATE OF TEXAS

MARCH 1, 1982

COUNTY OF JOHNSON

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

A motion was made by Commissioner Atwood and seconded by Commissioner Lambert to affirm the appoin tment of all election Judges - voting boxes, and metes and bounds of Commissioner, J. P. and Constable Precincts.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner

Lambert to pay the court reporter as the work is done on the transcript of the

Armstrong trial.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Atwood to include in the minutes the report from U. S. Department of Justice in reference to re-districting.

All voted aye.



U.S. Department of Justice

WBR: CWG: ZIF:mab:gml DJ 166-012-3 E2629 E3683-3704

Washington, D.C. 20530

David M. Guinn, Esq. Guinn and Morrison Baylor Law School South Fifth Street Waco, Texas 76798

FED 5 1982

Dear Mr. Guinn:

This is in reference to the redistricting of the commissioner, justice of the peace and constable precincts; the realignment of voting precinct boundaries; the creation of nine voting precincts; the renumbering of the voting precincts and the establishment of nine additional polling places for Johnson County, Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, as amended, 42 U.S.C. 1973c. Your submission was received on December 7, 1981. Supplemental information was received on December 15, 1981.

The Attorney General does not interpose any objections to the changes in question. However, we feel a responsibility to point out that Section 5 of the Voting Rights Act expressly provides that the failure of the Attorney General to object does not bar any subsequent judicial action to enjoin the enforcement of such changes.

Sincerely,

Wm. Bradford Reynolds Assistant Attorney General Civil Rights Division

By:

· Italia from U.S. Exept. of gustien

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to approve the County's order of Amdro 2,000 pounds and to distribute at \$1.00 per pound, for the control of fire ants.

All voted aye.

The first decision for distribution of Ambdro will be decided upon arrival.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to approve the memorandum contract of Adult Probation Department.

All voted aye.

5

Jan Barre

Adult Probation Department

trict Judge
EYRON CROSIER
th Judicial District

trict Judge C. (KIT) COOKE 9th Judicial District



CARLTON C. KENNARD Director Room 303 JOHNSON COUNTY COURTHOUSE Cleburne, Texas 76031 Phone: (817) 641-8991

Metro 477-2701

MEMORANDUM CONTRACT

STATE OF TEXAS

X

:NTY OF JOHNSON

ity Judge

X

This Memorandum Contract executed this the 1st day of September, 1981, by and ween the Commissioner's Court of Johnson County, Texas, and the District Judges ring original jurisdiction of criminal actions in the Counties of Johnson and tervell, Texas, for the purpose of establishing a system for all Adult District alt Probation Department staff for the purpose of payroll, group insurance program, irement plan, workmen's compensation program, personnel policies, and all other poses as though the Adult Probation Department employees were the same as the loyees of Johnson County. Actual costs for these benefits will be paid from special designated Adult Probation Fund.

The payroll of the employees of the Adult District Probation Office shall be d in the same manner and at the same time as like employees of Johnson County, d payroll and other expenditures shall be certified and approved by the Director the Adult Probation Department.

The District Judges having original jurisdiction of criminal actions in and for ason and Somervell Counties shall cause all State subsidy funds of said Adult bation District to be deposited in a separate special fund of the county and all pation supervision fees collected to be deposited in a separate special fund of county, each fund to be used solely for the provision of Adult Probation services community-based correctional programs other than jails or prisons.

Johnson County shall be paid 3% of the State funding received by the Adult bation Department during the first quarter of each State fiscal year beginning tember, 1978 to contract annually for services of auditing, bookkeeping, and se services set forth in Art. 42.12, Sec.10. (f), Code of Criminal Procedure other services deemed necessary by the judicial districts other than those vices required to be provided by the County in Sec.10. (f) Code of Criminal cedure.

This agreement may be cancelled with ty.	in 30 days upon written notice by either
•	, 1982, in Johnson County, Texas.
LT DISTRICT PROBATION DEPARTMENT	JOHNSON COUNTY COMMISSIONER'S COURT
orable E. Byron Croster crict Judge, 13th District Court	Bill Atwood, Commissioner Pct. 1
rable C.C. "Kit" Cooke rict Judge, 249th District Court	A.J. Lambert, Commissioner Pct. 2
ton C. Kennard, Director	Lloyd Reese, Commissioner Pct. 3
rable Tommy Altaras	B.B. Aldridge, Commissioner /Pct. 4

The court did not accept 2nd Addition Piper Addition, as requested by \int J. T. Crouch, developer.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the attendance of Betty Cooke and Jenieve Johnson to attend the County and District Clerk's Conference, to be held March 2 - 5, 1982, at Texas A & M.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Atwood to authorize the District Clerk to disburse funds on deposit in that office, as authorized by legislation enacted in 1981.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner

Lambert to make a part of the minutes the application for waste discharge permit renewal for the City of Cleburne.

All voted aye.

000 **7**

TEXAS DEPARTMENT OF WATER RESOURCES

1700 N. Congress Avenue Austin, Texas

HAAS WATER DEVELOPMENT BOARD

Louis A. Beecherl, Jr., Chairman John B. Garrett, Vice Chairman George W. McCleskey Glen E. Roney W. O. Bankston Lonnie A. "Bo" Pilgrim



Harvey Davis
Executive Director

TEXAS WATER COMMISSION

Felix McDonald, Charman Dorsey B. Hardeman Lee B. M. Biggart

NOTICE OF APPLICATION FOR WASTE DISCHARGE PERMIT RENEWAL

THE CITY OF CLEBURNE, P.O. Box 657, Cleburne, Texas 76031, has applied to the Texas Department of Water Resources for a renewal of Permit No. 10006-02 which authorizes a discharge of wastewater effluent at a volume not to exceed an average flow of 50,000 gallons per day from the Surface Water Treatment Plant facilities which are located on County Road 1111 approximately two miles southwest of the City of Cleburne in Johnson County, Texas.

The wastewater effluent is discharged into the Nolan River in Segment No. 1227 of the Brazos River Basin. The permit, if renewed by the Commission, will specify conditions and limitations generally the same as those currently enforced by the existing permit, except the Total Suspended Solids limitations are to be changed from 20 mg/l to 25 mg/l daily average and from 30 mg/l to 45 mg/l daily maximum. The expiration date of the existing permit was September 24, 1981. It is proposed that the expiration date be specified as midnight, five years after date of Commission approval.

LEGAL AUTHORITY: Section 26.028 of the Texas Water Code, as amended, and Chapter 25 of the Rules of the Texas Department of Water Resources.

No public hearing will be held on this application unless an affected person who has received notice of the application has requested a public hearing. Any such request for a public hearing shall be in writing and contain (1) the name, mailing address, and phone number of the person making the request; and (2) a brief description of how the requester, or persons represented by the requester, would be adversely affected by the granting of the application. If the Commission determines that the request sets out an issue which is relevant to the waste discharge permit decision, or that a public hearing would serve the public interest, the Commission shall conduct a public hearing, after the issuance of proper and timely notice of the hearing. If no sufficient request for hearing is received within 30 days of the date of publication of the notice concerning the application, the permit will be submitted to the Commission for final decision on the application.

Requests for a public hearing and/or requests for further information concerning any aspect of the application should be submitted in writing to Larry R. Soward, Assistant Chief Hearings Examiner, Texas Water Commission, P. O. Box 13087, Capitol Station, Austin, Texas 78711, Telephone (512) 475-1311.

Issued this 1st day of February, 1982.

(Seal)

Mary Agn Hefner, Chief Clark Texas Water Commission

P.O. Box 13087 Capitol Station • Austin, Texas 78711 • Area Code 512/475 3187

A motion was made by Commissioner Lambert and seconded by Commissioner

Atwood to table for future date Flood Zone Insurance matter.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner

Reese to lease the County Rescue Truck (Petro) to Mid North Volunteer Fire

Department for \$1.00 per year, provided they carry their own insurance.

All voted aye.

Mr. Charles Greenway, Federal Park Service, notified the court that the Hamm Creek Recreational Area will be closed by the Federal Government, and that the County can assume operation of same if they wish. An explaination of approximate cost per year to operate the park (\$18,525.00 to \$30,500.00), and the approximate number of paid admissions in 1980 (18,184), 1981 (11,848).

The court is to study the offer and make decision before October, 1982.

9:55 A. M. Break.

Reconvened with all members present at 10:05 A. M.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to approve the purchase of one rebuilt IBM Typewriter for the Tax Office, at \$550.00, if it proves to be satisfactory an additional three will be purchased.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to authorize the Commissioner of Precinct Noa 3 to purchase a used diesel truck, specifications : advertised, as required by State Statutes.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to authorize the Commissioner of Precinct No. 3 to close an abandoned road 400° that intersects FM 3136. New road angles off FM 3136, leaving the 400° un-needed.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Lambert to close an abandoned County Road in Precinct No. 1, off FM 916 in the W. H. Davenport Survey, Abstract No. 236:

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to close a part of CR 803, 200 yards in South East direction in Precinct No. 2. Was cut off when FM 917 was built.

All voted aye.

10

effective Jan. 1, 1983. Certification of lateral road mileage in Commissioners' Precincts:/

Precinct No. 1

170 miles

Precinct No. 2

211 miles 2/2 aft

Precinct No. 3

200 miles

Precinct No. 4

257.25 miles

Executive Session - 10:25 A. M. Regarding Juvenile Detention Center.

Reconvened in open court with all members present at 11:35 A. M.

RESULTS: Court to recess and make a personal inspection of a building across from Jail on Mill Street.

Recessed at 11:40 A. M.

Reconvened in open court at 1:30 P. M. with the following present:

Judge Altaras, C. W. Atwood, A. J. Lambert, Loyd Reese and Joe L. Townes.

RESULTS: On motion by Commissioner Reese and seconded by Commissioner Lambert:

- No. 1. Commissioners Court is making a bid of \$50,000.00 cash through Turner & Easdon Real Estate Agency for the purchase of a building, approximately 7200 square feet, located due East of the present Johnson County Jail, contingent on Certificate of Obligation being properly issued for said purchase price:
- No. 2. Commissioners' Court is now receiving bids to recondition and remodel the above referred to site for:
 - (A) A Juvenile Detention Center
 - (B) Administrative Sheriff's Offices.
 - (C) Mental Health Office.

A and B must meet the requirements of the Texas Jail Standards Commission.

The court reserves the right to reject any and all bids. All bids are subject to the Commissioners' Court review.

- No. 3. Commissioners' Court is now receiving bids to add inmate capacity of the present jail by 23 prisioners, said addition to be generally located adjacent to the present structure on the West side of the jail. All plans must be approved by the Texas Jail Standards Commission. Commissioner's court reserves the right to reject any and all bids.
- No. 4. Funding for either item above is subject to proper certificates of obligation being issued.

VOTED: 4 For

0 Against

A motion was made by Commissioner Atwood and seconded by Commissioner

Lambert to re-appoint all present board members to the Johnson County Rural Fire

Commission.

All voted aye:

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to make a part of the minutes Notice of Prehearing Conference application Texas Power & Light Company for authority to increase rates.

All voted aye.

FRANK M RYBURN, JR
ROBERT E BURNS
ROY L COLE
H SAM DAVIS, JR
WAYNE PEARSON
JAMES H HOLMES III
J DAN BOHANNAN
GREGORY E. JENSEN
ROBERT F. BEGERT
CATHERINE A. GERHAUSER
MICHAEL S. HOLLOWAY
JEB LOVELESS
STEPHEN N. WAKEFIELD JEB LOVELESS STEPHEN N. WAKEFIELD LARRY HALLMAN DAVID M. WEAVER ROBERT S. LADD

BURFORD & RYBURN

ATTORNEYS AND COUNSELORS AT LAW

1511 FIDELITY UNION LIFE BUILDING

DALLAS, TEXAS 75201

SAM P. BURFORD OF COUNSEL

214/741-5811

February 19, 1982

The Governing Body of each Municipality TO: and the Commissioner's Court of each County in which the Proposed Rates of Texas Power & Light Company will take effect

> Public Utility Commission of Texas Docket No. 4321 Application of Texas Power & Light Company for Authority to Increase Rates

Ladies and Gentlemen:

On February 12, 1982, Texas Power & Light Company filed an application with the Public Utility Commission of Texas (and with each municipality which exercises original jurisdiction over its rates) requesting authority to increase its rates. The application has been docketed by the Public Utility Commission as Docket No. 4321.

Texas Power & Light Company has been directed by the Public Utility Commission to send you a copy of the "Notice of Prehearing Conference" entered by the Commission on February 17, 1982. You will please find a copy of same enclosed herein.

Thank you.

ttorney for Texas Power & Light

ds

Enclosure

12

DOCKET NO. 4321

APPLICATION OF TEXAS POWER & LIGHT COMPANY FOR AUTHORITY TO INCREASE RATES

PUBLIC UTILITY COMMISSION OF TEXAS

NOTICE OF PREHEARING CONFERENCE

On February 12, 1982, Texas Power & Light Company (TP&L) filed an application requesting authority to increase its rates in the unincorporated areas in which it serves and in the municipalities it serves which have elected to surrender original jurisdiction to this Commission. The proposed changes are expected to generate a 15.17 percent increase in adjusted test year revenue, a system-wide increase of \$188,066,458. All customers and classes of customers will be affected by the proposed changes.

The Commission has jurisdiction over this matter pursuant to TEX.REV.CIV.STAT.ANN. art. 1446c, \$\$16, 17(e), and 37-49 (Supp. 1981). Pursuant to P.U.C. PROC. R. 052.01.00.024(b), a prehearing conference will be held in this docket at the Commission offices, 7800 Shoal Creek Boulevard, Austin, Texas, on Monday, March 1, 1982, beginning at The scope of the conference shall include consideration of motions to intervene, the alignment of parties, consideration of whether to suspend the effective date of the proposed rate changes, and the determination of a procedural timetable to govern future proceedings in this docket. Motions to intervene shall be filed with the Commission on or before Monday, February 22, 1982 and protests to the application shall be filed by Monday, March 29, 1982.

Pursuant to \$43(c) of the above-cited statute and under the terms of P.U.C. PROC. R. 052.01.00.043(a)(2)(B), TP&L is hereby directed to provide a copy of this notice to the Commissioner's Court of each county in which any proposed rate changes would take effect as well as to each affected municipality.

Any person desiring a transcript of the prehearing conference scheduled herein shall notify the Examiner on or before Wednesday, February 24, 1982, that a court reporter's presence at the conference is requested.

ENTERED AT AUSTIN, TEXAS, on this ______ day of February, 1982.

PUBLIC UTILITY COMMISSION OF TEXAS

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13

Record in minutes: Confirmation from Texas Justice Court Training Center, Judge's Joe Y. Post and Charlotte Rushing successfully completed a 20 hour course.

TEXAS JUSTICE COURT TRAINING CENTER

Southwest Texas State University
San Marcos, Texas 78666
(512) 245-2349

February 24, 1982

Hon. Tommy Altaras Johnson County Courthouse Cleburne, Texas 76031

Dear Judge Altaras:

During the week of February 16-19, 1982, Judges Joe Y. Post and Charlotte Rushing 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 Justice of the Peace 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. This training program is provided at virtually no cost to the county through a grant from the Governor's Office, Criminal Justice Division.

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 Executive Director

A motion was made by Commissioner Lambert and seconded by Commissioner

Reese to approve deputation of Stephen R. Curlee, as a Reserve Deputy.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to authorize the County Treasurer to cancel the following outstanding Jury Checks; Road & Bridge #1; Road & Bridge #4, General and Law Library Funds that are 60 days or more old at Cleburne National Bank.



MILDRED HONEA **COUNTY TREASURER**

March 1, 1982

TO: THE COMMISSIONERS COURT

Please CANCEL the following OUTSTANDING CHECKS IN ROAD & BRIDGE # 1; ROAD & BRIDGE # 4; GENERAL; and LAW LIBRARY FUNDS that are 60 DAYS or MORE OLD at CLEBURNE NATIONAL BANK

Road & Bridge #	1 Accou	nt No. 000-104-0	
April 2, 1980	Ck.# 1098	Paul Peikoff	\$ 50.00
Road & Bridge #	4 ACCOU	NT No000-107-3	
Oct. 14, 1980	Ck.# 824	Paul Peikoff	\$187.50
Jan. 5, 1981	ck.# 013	Paul Peikoff	\$ 15.00
Feb. 2, 1981	Ck.# 987	Paul Peikoff	\$ 20.00
			\$222.50
General Fund	Accou	nt No. 000-108-1	
April 1, 1981	Ck.# 4661	Ike Spears	\$ 7.03
Law Library Fd.	Accour	nt No. 000-111-5	
April 2, 1981	Ck.# 221	West Publishing Co.	\$709.70

MILDRED HONEA

Middled Thenen' JOHNSON COUNTY TEASURER COUNTY COURT HOUSE

CLEBURNE, TEXAS



MILDRED HONEA COUNTY TREASURER

JOHNSON COUNTY

CLEBURNE, TEXAS 76031

March 1, 1982

TO: THE COMMISSIONERS COURT

Please CANCEL the following OUTSTANDING JURY CHECKS

FOR May 1, 1981 thur October 31, 1981 that are 60 DAYS or MORE OLD at The First National Bank - JURY ACCOUNT NO.# 00-1055-3

DATES May May May May May May May May June June June June June June	13, 13, 13, 13, 13, 19,	1981 1981 1981 1981 1981 1981 1981 1981	CHECK NO. 113 155 163 165 174 202 220 278 290 410 427 502 539 584 614 615	Mrs. Vera M. Bratcher Glen E. Roof Michael Joseph Lain Don Mitchell Stewart Carla Oefinger Walter Monroe Wallace Wesley Owen Ellis James R. England J. D. Peters, Jr. Richard H. Garrett Gerald Gene Anderson Jackie Lee Smith Ina Cooke Roden Colin L. Etheridge Marvin Eugene Seay Michael Wenton Walton	\$ 6.00 6.00 6.00 6.00 6.00 6.00 6.00 6.00
June June June June	4, 16, 16, 17,	1981 1981 1981 1981	502 539 584 614	Jackie Lee Smith Ina Cooke Roden Colin L. Etheridge Marvin Eugene Seay	12.00 6.00 6.00 6.00
June June July July July July July	19, 19, 28, 28, 28, 28,	1981 1981 1981 1981 1981	657 694 759 765 780 821	Kyle Brock Magers James Walter Forbes Thomas E. Montgomery Jack Don Angel Larry Don Bankston Kelley Lynn Bransom	6.00 6.00 6.00 6.00 6.00
Aug. Aug. Aug. Aug. Sept. Sept. Sept.	10, 10, 10, 10, 15, 15,	1981 1981 1981 1981 1981 1981 1981	865 876 879 882 886 934 938	Edward Ervin Tadlock, Jr. Hollis Chambers Beverly Diane Eubanks James H. Whiting, Jr. Rebecca Miller Doby Frank Robert Ardoin Susan Hennard Maddoux Leroy Bruner	6.00 6.00 6.00 6.00 6.00 6.00
Sept. Sept. Sept. Sept. Oct. Oct.	29, 29, 29, 29, 29,	1981 1981 1981 1981 1981 1981	1028 1039 1082 1090 1124 1179 1235	Mack David Hanby Samuel Jay Kurtin Harold W. England Evangeline Hampton Bruce Joe Richard Ball Mrs. Jim Self Donald E. Bewley	6.00 6.00 6.00 6.00 10.00 6.00

OUTSTANDING JURY CHECK LIST

---- continue page 2

DATES		CHECK NO.	NAMES	AMOUNTS
Oct. Oct. Oct. Oct.	27, 1981 27, 1981 27, 1981 27, 1981 27, 1981	1295 1312 1318 1332 1369	LaMarr Knepple Dana M. Hope Tammer L. Holleman Charles Weldon Gotcher Dale Owen	\$ 6.00- 6.00 6.00 6.00 6.00
	., -, -		Ck.#1295 cleared	\$262.00 - 6.00 \$256.00

MILDRED HONEA

JOHNSON COUNTY TREASURER COUNTY COURT HOUSE

CLEBURNE, TEXAS

All voted aye.

A motion was madeby Commissioner Atwood and seconded by Commissioner Reese to approve payment of monthly bills, as read by the County Auditor.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to authorize the sale of an old mower by Commissioner of Precinct No. 1.

All voted aye.

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

All voted aye.

LATERAL ROAD MILEAGE ENTERED IN THE MINUTES COMMISSIONERS' COURT OF PRECT. #4 (REQUESTED BY COMMISSIONER #4, 4, ALDRIDGE)

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,	$\overline{\Omega}$	***Moved From Precinct #3
01.7	Precind	
Rd #	Miles	
101 -	3,50	
102 -	7.25	
103 -	2.10	
104 -	0.80	
105 -	3,30	
105-4-	1,00	
106-	5,25	
106-A-	0.55	
107 -	7.75	
107-17-	0.50	
108 -	2,35	
***108-B-	0.50	•
***108-C	0,90	•
**108 - D-	7,40	
**109	7,40	•
201 -	0.95	
201-A -	0,50	
202 -	0.90	
203 -	•	
200	9,35	
205 -	2,60	
206	9,55	
**207 -	1.00 1.35-2.85 /	
**208 -		
210	1.45	Page Tet 1 = 1.45
		, •

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Precinet # 4 * * Moved From Francisco # 1
           Miles
1.40
 212 0.70
***213 2.70+2.80 = 5.50
             1.30
             4.10
  301 -
           1,55
  302 -
  303 -
           0.30 This Rd. Harked 4-07-1
  304
             2.85/
  304-A-
             0.50
            8,50
  305 -
         1,50
  30.7
             3.50
  308 -
309 - 2.45 -

* 310 - 1.65 + 3.15 = 4.80

* 310A - 1.10 + 1.10 = 2.20
  311 -
          2,35
  312 -
  312.4 -
             3,20
  313
  314 -
              2,75
  314-A -
              0,30
  314-8- 0.25
315 - 1.85

316 - 105+2.00 = 3.05

+*$16 A - 0.80 Protect 19
  315 - 1.85
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Precinct #4. ** Noved From Precinct #1

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Rd #
         Miles
         0.50
+XX 17
           3,75
 400
           1.35 -
 401 - 0.85+7.30 = 8.15
401-A -
          0.10 -
402 -
          2.30
 403 -
          1.30 -
 405 -
          4.95
          1,70
406 -
107 -
          1,15-
408 -
          0.50
408 - m
         1.55
409 -
         2,10
109 H
        0,60
         1.45
410 -
410-13 - 1,15-
                  Marked an Map as 101. B
          0.85
411 -
         2,90
415-
          0.65
716
417 - 1,404 0,55 = 1,95-
11111
          1.35 -
115 -
          3,40 1
         0.85 -
119 -
420 -
          0.70
4-21 -
          2,90 -
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422 -

0,501

Page Total 48.65

All the second of the second

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* Hoved From Precinet H 1
                   Precine #44
 . Rd # Miles
            6.75
  123 -
            1.15
  424 -
            1.25-
  125 -
AX#126
            1.45-
            1.00 -
  427-A -
             2.80 /
  429 -
** 700
             2.75 /
** 701
             3.80 /
**701-A
              0.70
***
              1,40
*** 102 A -
              0.65
              0.80 -
** 500
** 800 - A
              0.30
**
              4.95
   108
              1.00 -
**
   801-A
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   801-B
++-800=C -0135
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XXX 805-A
               1.00 -
**
   805-B
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* *
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              1.45
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¥
   1101
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×
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*
   1103
              0.75
*
   1103-B
               0.25
                         L. 21
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Proclaret 111

* Koved Firm Presidet 1

Patt Miles 1103-A 0.40 -1200 4.85 -* 1202 3.00 -* 1203 0.90 -* 1204 2.30 2.25 - Co.Rd. 13.70 -Preine 0,40 - (All Rds. in Porker) Thorn Elid Eddes (Dutwern Cold 805 & US 67) 0.25 Trisos to Find of Print. Bulf. lo Acres (1) Buffalo Acres (2) Quail Park Estates 0.35 Rosal Run Total colds: 255.15 Miles Subdivision: & Parker Total

A motion was made by Commissioner Lambert and seconded by Commissioner

All voted ave

Reese to adjourn.

Joe L. Townes

...0000000...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

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

- 1. Reading of the Minutes
- 2. Payment of Bills
- 3. Ambulance Service Steve Allen
- 4. J.E. Volkman RE: Dedication of Phase 4 in Timber Green
- 5. Mental Health Additional Space
- 6. Ralph Coleman RE: Trail End Development
- 7. Right-of-Way Damage Discussion
- 8. Reviewing of Deferred Compensation of Dave Bundrick
- 9. Annual Inventory Inventory of Personal Property

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

TOMMY ALTARAS COUNTY JUDGE

POSTED: March 4th, 1982 9:00 A.M.

Johnson County Courthouse

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STATE OF TEXAS

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MARCH 8, 1982

COUNTY OF JOHNSON

HNSON :

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

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the Final Plat of Timber Green Subdivision, Phase 4, Precinct No. 3.

All voted aye.

No action was taken by the court on request for additional space for Mental Health, since provision for additional space has been included in the proposed Juvenile facilities.

A motion was made by Commissioner Lambert and seconded by Commissioner Atwood to authorize George Hannah to attend the Emergency Management Workshop, Austin, Texas, March 9-11, 1982.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to authorize the County Auditor to make an inventory of all County property, and furnish a copy to the court.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner for Auditor's Office
Atwood/to accept applications for the appointment to the office of Constable,
Precinct No. 2, to fill the unexpired term of the late W. H. Gregory.

All voted aye.

9:15 A. M. - break.

Reconvened in open court at 9:20 with all members present.

No action was taken by the court on twelve (12) proposals to be furnished to each Commissioner by Steve Allen, in regard to County-wide Ambulance service.

A film was shown setting forth the handling of victims by trained personnel as opposed to untrained personnel.

A motion was made by Commissioner Reese and seconded by Commissioner

V Aldridge to approve the Preliminary Plat of Trail End subdivision Precinct No. 3.

All voted aye.

No action was taken by the court to approve the Preliminary Plat, presented / by Gary Mitchell, on a 512 acre tract out of the Cadenhead Survey to be known as Roten Ranchettes - along FM 1807, CR 213 & CR 214, south of Venus.

No action was taken by the court on a review presented by Mr. David Bundrick, National Association of Counties, on deferred compensation for County Employees.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to authorize payment of monthly bills, as read by the County Auditor.

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

All voted aye.

All voted aye.

ROAD MILEAGE FOR PRECINCT NO. 2

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*** Moved From Precinct # 3
                  Precinet #2
      2,20+3,40= 5,60
      - 3,50
      - 1.45
 706
 709 -
711-A - 1.40
711-8- 0.50
800 - 2.00 (Remainder Hoved to Prec #1)
                              Total Cald 181,10

7 1.1 Edin = 5170

Total 212,80
803-B -
803-C -
          0.25
803-D-
          0,20
805-D-
          0.40
          4,10
          2.00
809 -
812 - 0,90
                            Short Tital = 40.75
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Precine H2
   R.I.H
          Miles
   850 -
          0.60
  905-
           3,20
  905 A-
          0.30 -
  906 -
          1.05-
  907 -
           0.75
  908 -
           0.70
  909
           1.40 -
  910 -
           2,15
  911
           2130 -
 9/2 -
           1,50
 9/3 -
          11.75-
 914 -
           1.50 -
 9144-
           1.75
 915 -
          4.95-
 915-A-
          0.75
 916 -
           2,90
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           3,20
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           3,50
919 -
           2,45-
920 -
7:0A-
           0.35
921 -
          0.50
1000 -
          4.15
          4,25
1001 -
          1,65
1002 -
                     5/ 1 Total = 66.80
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Precinct # 2

45,00

RAH	Miles	Precine HZ
11 27 11 28 11 29 11 30 11 312	2.35 2.20 1.15 2.10 2.150	
1230 1231 1232 1233 1233 A	3.70 0.80 3.10 2.80 1.15	

Precine + #2	
Subdivisions	Miles.
Milstead Acevage	0.25
Postoak Place	0.05
Thousand Oaks	0,65
Mountain Valley Estates	4.60
Wildwood Estates	0.90
East Hills Add	0.20
Little Brook Estates	0,70
Ook Haven Estates	1.10
Ridgecrest Estates	3.95
Broad Valley Farm	0.85
Lace Lane	0.75
Cusby Lone	0.30
Shannon Valley Estates	1.25
Brushy Nob Add	1,55
Sundance & Space Acres (south)	2.95
Paradise Park	0.65
Coddo Ac	0,70
Coddo Peak Estates	1.55
Space Acres North	1.30
OakPark Estates	0.80
Coddo Forest Estates	0.05
Emerald Forest Estates	2,05
Summit Ridge	1.60
Velley Viev	0.75
Westridge Terrace	1.30
	31,70

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to allow Commissioner of Precinct No. 4 to enter into a contract to haul base material.

All voted aye.

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

All voted aye.

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

APRIL 1ST, 1982 - 9:00 A.M.

- 1. Reading of Minutes
- 2. Payment of Bills
- 3. Rate Increase of Johnson County Electruc
- 4. James Cole- Protest Waste Water Across His Porperty
- 5. Consideration of Constable Appointment
- 6. Resignation of Mike Rodriquez & L.S. Moore as Election Judges
- 7. Agreements to Pick Up Amdro at Austin, Texas
- 8. Jail Report.... Larry Young
- 9. Austin Trip in Regard to the Jail

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

TOMMY ALTARAS County Judge

POSTED: March 29, 1982

9:00 A.M.

Johnson County Courthouse

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STATE OF TEXAS

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APRIL 1, 1982

COUNTY OF JOHNSON

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

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to record in the minutes of the Commissioners' Court a copy of the Notice of Prehearing Conference, Johnson County Electric Cooperative, Inc.

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PECEIVED MARO 9 1982

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DOCKET NO. 4353

APPLICATION OF JOHNSON COUNTY ELECTRIC COOPERATIVE, INC. FOR A RATE INCREASE

PUBLIC UTILITY COMMISSION OF TEXAS

NOTICE OF PREHEARING CONFERENCE

On March 2, 1982, Johnson County Electric Cooperative, Inc. filed an application requesting authority to change certain of its rates in all areas to which it provides utility service. The proposed change would, according to Johnson County's projections, generate additional revenues of \$5,600,283 annually, or a percentage increase of 47.05 percent over gross test year operating revenues.

The Commission has jurisdiction over this matter under Section 17(e) of the Public Utility Regulatory Act, TEX. REV. CIV. STAT. ANN. art. 1446c, (1981). A prehearing confrence will be held at the Commission offices, 7800 Shoal Creek Boulevard, Austin, Texas, beginning at 8:30 a.m., Tuesday, March 23, 1982. The scope of the conference shall include consideration of whether to suspend the effective date of the proposed rate changes, consideration of motions to intervene, the alignment and grouping of parties, the determination of a procedural timetable to govern the proceedings herein during the pendency of this docket, and such other procedural matters as the Examiner shall in her discretion decide to consider. Motions to intervene herein shall be filed by Friday, March 12, 1982. Protests to Johnson County's rate application should be filed by Friday, April 16, 1982. Any motions to intervene filed after March 12 should contain an allegation stating good cause for such late filing.

Pursuant to Section 43(c) of the above-cited statute, and under the terms of Commission Procedural Rule 052.01.00.043(a)(2)(B), Johnson County Electric Cooperative is hereby directed to provide a copy of this notice to the Commissioner's Court of each county in which any proposed rate changes would take effect, as well as to each affected municipality.

Requests for a Court Reporter, if desired, should be made to this Examiner at least three days prior to the hearing.

ENTERED AT AUSTIN, TEXAS, on this the 84h day of March, 1982.

PUBLIC UTILITY COMMISSION OF TEXAS

All voted aye.

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A motion was made by Commissioner Lambert and seconded by Commissioner Reese that the Commissioners' arrange to pick up 2006 pounds of Amdro on April 12, 1982, between 8:30 and 4:30 P. M. in Austin, Department of Agriculture. That the County Judge be in charge of distribution. One-half to be reserved for farmers and ranchers, one-half for Industrial and Cities. To be distributed in one (1) pound, and twenty-four (24) pound bags. All payments to be made to the County Treasurer.

All voted aye.

The following are scheduled for a meeting with Jail Standards Commission in Austin, Texas, on April 28, 1982. Will leave at 5:00 P. M. April 27, 1982.

County Judge County Commissioners Sheriff Deputy Sheriff Juvenile Probation Officer

A motion was made by Commissioner Aldridge and seconded by Commissioner

√ Lambert to close County Road in Precinct No. 4, a part of the cut-off on C.R. 916

petitioned, as follows:

7.4

Commissioner's Court Johnson County, Texas

Gentlemen:

The undersigned respectfully request the Commissioner's Court of Johnson County, Texas to discontinue, close and abandon that portion of the Johnson County road in Precinct No. 4 which is part of the cutoff on County Road 916 which was constructed when County Road 916 was first constructed. Said cutoff is approximately one-quarter of a mile long. This road runs along the north side of the property owned by Mr. Frank Beard.

This portion of the county road has not been used for approximately twenty (20) years because this cutoff of County Road 916 is of no use and is not used for any purpose. Said cutoff is a dead end. No lives on this road and it is not a mail route. This road serves no beneficial purpose to the residents of Johnson County.

Respectfully submitted by the undersigned this Zi' day of March, 1982.

Tilia Domals

Chester Devrall

m & Devrall

Claude Hand

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All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner

Reese to approve the Plat of Whispering Oaks Addition, showing certain revisions.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner

Lambert to accept the resignation of Michael P. Rodriques, Election Judge,

Box 8, Mrs. Kenneth Wood, Election Judge, Box 22, L. S. Moore, Election Judge,

Box 1. Each one to be sent a Certificate of Appreciation.

All voted aye.

Mr. James E. Cole, appeared before the court, requesting their assistance in stopping the construction of a sewer disposal system to handle the waste from 83 trailer connections, which would affect his property (follows).

He was advised by the court to work through the Water Quality Control Board, and his personal attorney.

U: Si

april 1-1682

To: County Judge and Commissioners Court Johnson County, Texas

I have a farm located about four miles east of Joshua, iexas

on county road 803 and Farm to Market Road 731.

On March 13, 1982, Mr. Ray Bently of the Texas Department of Water Resources informed me that a trailer park was to be constructed south of my property and an application for a sewer disposal system to be constructed to handle waste from 63 trailer connections and the flow of about 13 gal, per. min. of waste water to be discharged from the disposal system. The waste water from the disposal system would cross my property to the north of the proposed disposal system via a man made ditch.

I do not wish that the sewer disposal system to be constructed

because of the following reasons:

I have a dwelling within 50 feet of the ditch where the waste

water from the sewer system will be flowing.

I have a water well within fifty feet of the ditch where the waste water from the sewer system will be flowing. This well is a shallow well with a water table of about Fifty Six Inches. I believe that the waste water from the sewer system would continue

my water supply for this farm.

The man made ditch will not contain the water in the ditch during heavy rains. There is considerable flooding with 2 to 3 inch rains in which water from this ditch overflows into a field where onlong, carrots, beets, radishes, tomatoes, watermelons, muskmelons, peas, corn, peppers, and tarious other crops are raised. These crops are raised for human consumption. I believe that the waste water from the sewer disposal system would contimate these crops and render them unfit for human consumption.

There are numerous low lying areas in the ditch where water would concentrate if there were a constant flow of water creating misquito breeding and infestation. I believe that the concentration of waste water from the proposed sewer disposal system in the low lying areas in the ditch would create an offensive odor that would make it unpleasant to reside or work in a pleasant atomsphere for my family and my neighbors.

The proposed sewer disposal system is located approximately

500 feet of my property.

I believe; that run-off water from the construction of street. would cause undue flooding of my property. I do not believe that the man made ditch will handle this extra water from the construction of roads or streets that would have to be built to accomadate this many trailer spaces (83). All of the run-off water from the streets and the trailer spaces flows down the ditch that crosses; my property.

I wish for your grateful consideration in stoping the construction of roads, trailer spaces, and the construction of a sewer system because of the above reasons.

(

Sincerely: James E. Cole

(C)

Gregory A motion was made by Commissioner Lambert and seconded by Commissioner 2, from April $^{\rm of}$ December 31, 1982 to fill the unexpired term Stephen Ray Curlee, Constable of Atwood to appoint 1, 1982, through

All voted aye.

deceased.

of

JOHNSON

JAIL REPORT FROM SHERIFF'S BEPT

		COUNTY JAIL	INSPECTION REPORT - AREAS OF NONCOMPLIANCE (Attachment to Inspection Report)	
-	Jail Standards Not Complied With:			
Item	Section	Paragraph	COMMENTS	
1.	217.07.01	.008	The facility does not provide adequate segregation for different classification	
			of inmates in accordance with the facility plans.	
2.	217,07.01	.051	A bunk is not provided for all inmates housed for 72 hours or more.	
<u>.</u> 3.	217.07.01 %	1.056	The light fixture in the Holding Room has been vandalized and is within reach of	
			the inmates. The light fixture in the 4 man single cell dayroom has been vandalized	
			and is within the reach of inmates. (Top floor)	
142	217. 7.03	001	The smoke alarm system is not operable. 🗶	
¢ 5.	217 05	.003	The smoke and fume removal system for the rew addition is inoperable.	
٥.	217.12	.002	The facility classification plan can not be followed due to the over crowding in the jail.	
7.	217.14	.001	There is not a certified corrections officer at the facility 24 hours a day, 7 days a	
			week. Inmates are not visually checked at least once every hour during/the 8 hour shift	
			per week when a corrections officer is not on duty.	
		.004	Inmates are not supervised by an adequate number of corrections officers to comply with	
			minimum jail standards. There is not always a corrections officer on the top floor where	
			more than 10 inmates are housed.	
3.	217.19	.001	Inmates are not allowed one hour of supervised physical exercise or physical recreation	
			3 days a week.	
· 9.	217.07.01	.055	The padding in the violent cell is not fire resistive.	
Type - page 4			INSP. NOTES:	
	·		This facility has a capacity of 27 inmates with an A.D.P. of 40. At the time of this	
			inspection there were lo inmates sleeping on the floor. Of the 27 bunks in this facility,	
			12 are for juveniles, females and trustys, leaving 15 bunks for an adult male average	

April Commissioners meeting to discuss the situation.

Type of Facility

COUNTY JAIL

population of 31. Recommend that the Johnson County officials be invited to attend the

Page 1

28-8:30 R.M.

TEXAS COMMISSION ON JAIL STANDARDS



COMMISSION MEMBERS

Andy I McMulian Champer is maker Robert L. Ohr Lees Charmas, "Sew beauti-Hares B. Brindles, M.D. TroudTames D. Goode Above of Sherill lack Heard 1997 to

Steve Suttle, Abdem Ronald L. Rames, Houston Shoriff Dallas Smith Mediand

DESCRIPTION DIRECTOR Robert O. Viterna

Johnson COUNTY Cleburne, Texas

SUBJECT: COUNTY JAIL INSPECTION REPORT

State Law requires periodic inspections of county jail facilities (Arts. 5115, 5115.1, V.A.T.Civ.S.; Rule 217.25, Texas Com. Jail Stds.). This facility was inspected on the date indicated below, and the inspection indicates that the facility fails to comply with the minimum standards set forth on the enclosed attachment. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission and its staff is available to discuss or assist you with the appropriate corrective measures required.

Supervising Inspector

Date of inspection: 3-1/-82

NOIE:

Upon review of this report by the Texas Commission on Jail Standards, a Notice of Noncompliance to the responsible sheriff and the commissioners court will be issued. Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Rule 217.25, et seq.).

Executive Director

Judge Sheriff Inspector

A motion was made by Commissioner Atwoodand seconded by Commissioner Reese to authorize the Sheriff's Department to hire two (2) additional Jailers, effective April 1, 1982.

All voted aye.

Phillip Jones, representing L. C. Jones Construction Company, presented a statement of interest, Johnson County Renovation Projects, as follows:

U. (11)

CONSTRUCTION CO., INC.

725A w Henderson p. o. box 642 cleburne, texas 76031 phone 645-2221

COMMERCIAL

RESIDENTIAL

STATEMENT OF INTEREST JOHNSON COUNTY RENOVATION PROJECTS

- A. Renovation of Sanders building to house Juvenile Detention Center, Sheriff's Offices and Johnson County Outreach.
- B. Renovation and addition to Johnson County Jail.
- C. Renovation of ground floor of Woodmen building to house the County Tax Collector's office.

We are proposing our services to you as a local firm providing design, construction, supervision and management.

We are a design-build company which will work with you on each individual project from preliminary design through final construction inspections.

We have met with each department involved and dscussed its individual needs and have also visited each project site. Thus, we are aware of the design and construction requirements.

We will furnish complete sets of plans and specifications for each project.

L. C. JONES CONSTRUCTION CO., INC.

L. C. Jones, Jr. President

LC Joras J.

Phillip L. Jones Vice-President

A motion was made by A. J. Lambert, Commissioner Precinct No. 2, and seconded by Commissioner Reese, Commissioner of Precinct No. 3 to approve the Reserve Deputation of Charles Donald Harding.

All voted aye.

The Commissioners' Court was presented the following letter, expressing their appreciation to Commissioners B. B. Aldridge for improvements made on the old Mansfield Road.

To Commissioners Court of Johnson County:

We the residence on lounty road 805 (Old Mans field Road) would like to express our appreciation to Commissioner & B aldiedge and his crew for the improvements made to our road, the do hereby support Commissioner Aldridge in his candidacy for re-election to Commissioner's court.

1) Je C Barkover 2) Phee Rosser Bonkan 3) Hary Jine Bonkan Walk 4) James a. Walker 5) Konnie Fronkan 6) Elaccoline Bonkan 7) EveryEll Bonkan 8) Donne Bonkan 10) Burnello Diger 11) Dina Diger 12) Fred Fruitt 13) Ruth Pruitt

Mrs. Softer Jones Barah) Gase Mary Crager My Mrs dundsen Voishan Mr.+Mrs. Harold C. Page Dr. MR. & MB. Ten Sawetsky Mr. Kunith Borto m& & & Hoppins Mrs. R.C. Homan W.G. Smith R.T.G. Brenda Francy Mr. + Mar M. C. Montgomery Mr. + Mrs. M. C. Montgomery

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

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to authorize Commissioner Precinct No. 1 to advertise for bids on a side mounted rotary mower.

All voted aye.

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

All voted aye.

There being no further business court adjourned.

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COUNTY JUDGE

AG FIND A

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

APRIL 12TH, 1982 - 9:00 A.M.

- 1. Reading of the Minutes
- Payment of Bills
- 3. Human Resources Board Members Approval
- 4. Retain Attorney For Bridge Construction
- 5. Dan Boulware in Re: Cranes vs. Texas
- 6. Don Hampton in re: Flood Insurance
- 7. Change in Date to Pick Up Amdro in Austin

9. Larry Zauncy
10. Den Ray - Mountain Creek Acres Subdivision
11. Linalization of Election Judges
12. Detention Center

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

TOMMY ALTARAS'
County Judge

• :

POSTED: April 8 , 1982 9:00 A.M.

Johnson County Courthouse

STATE OF TEXAS :

: APRIL 12, 1982 COUNTY OF JOHNSON :

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

Court convened at 9:23 A. M., delayed due to a fire in County and District Attorney's Office complex.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to authorize expenditure of \$3,000.00, set up as an emergency fund, for the County Attorney's Office in cleaning up fire damages in his office complex.

All voted aye.

County Attorney, Dan Boulware, reported the following procedures necessary for the county to comply with the decision of Judge Higginbotham Crane Vs. Texas, in the method of filing misdemeanor cases.

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MR. BOULWARE: The other matter which I was on the agenda for this morning was related to Crane vs. Texas and a decision made by Judge Higginbotham. I feel like we'll need to comply with that decision. He determined the Texas method of filing misdemeanor cases was illegal. We need a neutral magistrate to determine if there was probable cause for filing. In order to try to comply with this, we've gotten a copy of the Dallas court-approved plan, and I've had meetings with all the heads of the police agencies, the County Judge, Mrs. Cooke for her office, It's going to be a substantial change in our filing procedures. What we will be doing in the future, there will be someone in my office designated to prepare probable causes, somebody in my office on duty day and night in the event these affidavits are needed by the police department. An assigned hour for filing their cases in our office will be given to all the departments each day. Obviously, if there's an emergency situation, we'll file whenever it has to be done, but for normal filings, we'll do that on a set hour basis. When they come in, they have to bring the case, they'll have to swear to an affidavit that complies with Aguilar. These particular affidavits are required to be very specific and are fairly

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complex pieces of legal documentation. After we get through

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preparing them in our office, which will require someone who does nothing but that, this is something we don't have now, we bring them to Judge Altaras' office. Judge Altaras will be required to review each one of these individually. Thank goodness he's a lawyer. If he wasn't a lawyer, one of the district judges would have to do it. We'll have to have a judge who is trained to look at the particular document, make sure it complies with the Aguilar decision and the Crane decision, and if he does, he will then issue actual arrest warrant. Historically, the arrest warrant has been issued by Betty's office; that will no longer be happening. It will go to Betty's office, docketed in, checked. This all means, in all probability, at budget time, we're going to be asking for a new person in our office to handle it, a new person in Judge Altards' office to handle it, a new person, probably, in Betty's office to handle it. Additionally, we're going to have a constant jail list rather than one we receive once a week. We can't let anyone stay in the jail for more than 24 hours without a Crane affidavit. That means, more than likely, the Sheriff's office will probably be here to check on that. I wish I could tell you I didn't think that was necessary. At this point, it appears it's going to be. I thought y'all ought to receive at least fair warning where you'd have the opportunity to think about it, consider any alternatives. We'd set it for the 16th of this month. I don't know that we're going to be able to do

it on the 16th due to the fact that we had part of our office burned up this morning. We're going to try to implement it as soon as possible after that. I felt y'all needed to be informed about it. It's going to put a considerable more strain on county revenues. I don't see we have any choice.

JUDGE ALTARAS: How are you going to shift the police officers?

MR. BOULWARE: The police agencies have agreed they're going to furnish someone at a specific time every morning. The City of Cleburne has 2:00 o'clock every afternoon. The filings for that day will be brought by the City of Cleburne, we'll go over each individual filing, specifically determine what facts needed to be included in the Crane affidavit. At 1:00 o'clock, the City of Burleson will come in, they'll have an hour. Obviously there's going to have to be someone there familiar with preparing Crane affidavits and there's going to have to be an attorney available at all times to consult on those Crane affidavits that need to be specially drafted. . I figure 30 to 40 percent will have to be specially drafted. At the same time, we'll have to have someone on call all night. We'll have basically someone on call 24 hours a day out of our office. We'll have to have a revolving schedule for nights and weekends will be the same way. Twenty-four hour a day coverage is what we're going to have to get. I don't see any way to avoid it. I'm not asking for any action on that this morning.

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A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to appoint Mrs. Joe (Kathy) Potts, 412 Sunset, Cleburne, and Mr. R. N. Thetford, Principal Godley High School, Box 128, Godley, Texas to the Child Welfare Board, and Mrs. Tom Frank (Sandra) Jones, Rio Vista Highway, Cleburne, as an alternate appointee.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to retain David Anderson, attorney, to obtain right-of-way for the construction of the Rock Creek Bridge.

All voted aye.

Mr. Don Hampton requested the court to qualify Johnson County for flood insurance. F. H. A. requests flood insurance clearance before a loan can be made in the flood plain. Judge Altaras is to check into this matter and notify Mr. Hampton by Friday, April 16, 1982.

No action was taken by the court on the Juvenile Detention Center preliminary budget, as presented by R_{\bullet} A_{\bullet} Reis and Associates, as follows:

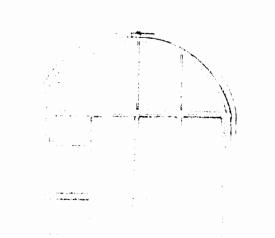
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JOHNSON COUNTY JUVENILE DETENTION CENTER PRELIMINARY BUDGET

Demolition	\$52,000.
Concrete	\$34,560.
Masonry	\$37,440.
Structural Steel	\$48,600.
Thermal Protection	\$15,408.
Partitions (1/2" Drywall 3 5/8" Steel Stud)	\$16,560.
Finishes (wall, floor, ceiling)	\$62,570.
Specialties (elevator, sound)	\$58,064.
Fixed Equipment	\$33,392.
H.V.A.C.	\$80,776.
Plumbing	\$67,432.
Electrical	\$63,272.
General Condition Items	\$57,074.
	\$627,148.
5% Contingency Allowance	\$31.357.
Total Field Cost	\$658,505.
10% Architectural Design Fee	\$65,850.
10% Construction Management Fee	\$65,850.

Total Project Budget

\$790.205.



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entrance detail_

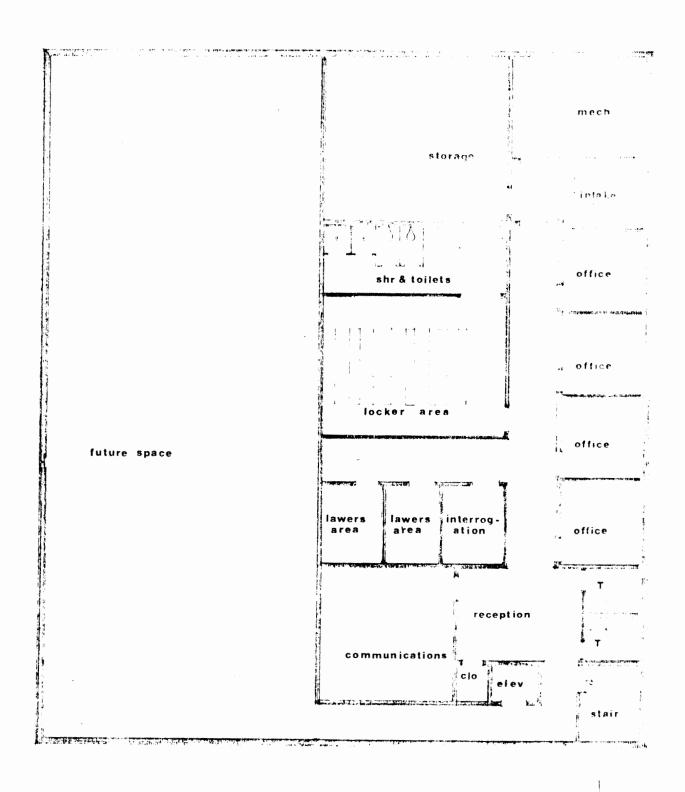
HED MIRROR LAV

cell plan

JORINSON COUNTY, TEXAS
JUVELILE DETENTION CENTER
R.A. REIS & ASSOCIATES, INC.
FORT WORTH, TEXAS

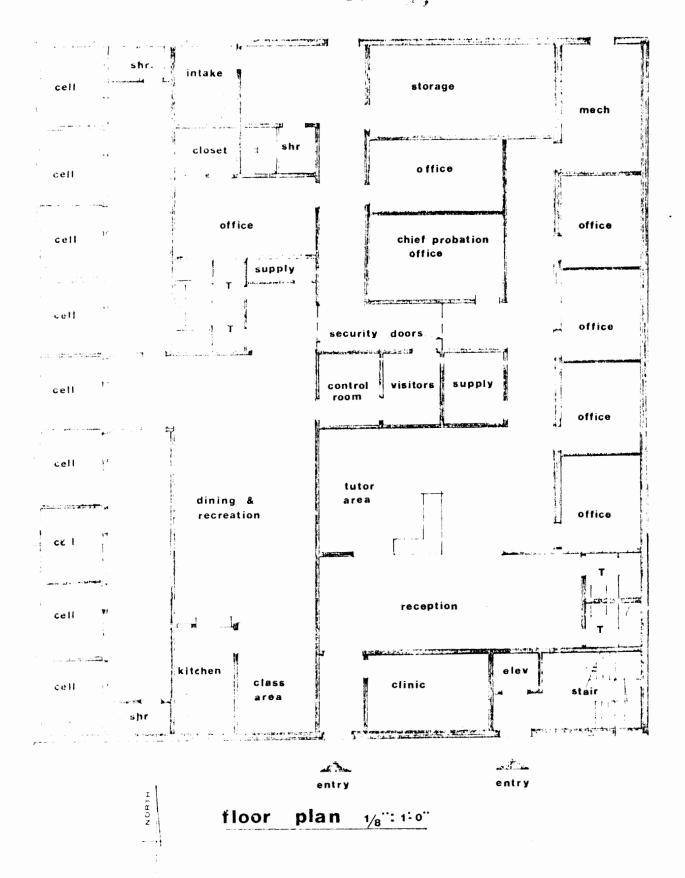
JOHNSON COUNTY, TEXAS JUVENILE DETENTION CENTER

R.A.REIS & ASSOCIATES, INC. FORT WORTH, TEXAS



second floor plan

1/0" = 1-0



A motion was made by Commissioner Atwood and seconded by Commissioner Reese to approve the Treasurer's Report from January 1, 1982, to March 31, 1982.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Lambert to approve Election Judge's (revised) for 1982-1983, as follows:

ELECTION JUDGES AND POLLING PLACES

		1982	
BOX	NAME & ADDRESS	PHONE NUMBER	POLLING PLACE
2	Vernon C. Carrell Rt. \$1, Godley Jo Ann Millet Rt. 1, Joshua	645-5176	Godley United Methodist Church McPherson House, 402 S. Main, Joshua
3	Diane Autry 132 Suzanne, Burleson	295-4748	Frazier Elementary Burleson
4	Jo Spurlin 632 N.W. Chisolm, Burle	295-5448 son	Mound Elementary Burleson
5	C.A. Austin 108 S.E. Tarrant, Burles	295 - 1594 son	First Baptist Church Burleson
6	T.J. Bransom 19 Wyche Ct., Burleson	295-1010	First United Methodist Church, Burleson
7	Ethelene Carpenter Rt. 2, 131 Oak Lane, Bur	295-7471 ·leson	Cana Baptist Church Burleson, Texas
8	Jessie Beckham Rt. 1, Box 1595, Alvarad	783-3477 lo	Lillian School
9		366-4224	Thompson Baptist Church Venus
10	Virginia Hardee 501 N. Baugh, Alvarado	783-3225	Alvarado High School
11	Hoyte Logan 140 S. Briar Oaks, Burle	295-5509 son	Briar Oaks Fire Hall Birleson
12	Mrs. Arvell Ross Rt. 2, Joshua	645-0644	Joshua Fire Hall
13	Mildred Fullen Route 2, Box 394, Joshua	641-9633	Community Room, First National Bank, Joshua
14	Mrs. J.G. Hardcastle Godley	389-3340	Godley City Hall
15	A.D. Beckner Route 1, Godiny	645-6389	Bono Community Center
16	Melinda McClure Parkway Manor # 144, Cle	645-2235 burne	Civic Center, Cleburne
17	M.W. Mayborry 607 W. Kilpatrick, Clebu	645-3116 rne	Cooke Elementary School Cleburne
} 9	Mrs. Jack Cole 310 W. Heard Street, Cle	645-2342 burne	J.N. Long Elementary School, Cleburne
19	Mrs, Grady Mock 211 Forrest, Cloburne	645-2769	Courthouse Cleburne
20	Voneta Inyer 801 N. Robinson, Cleburn	645-7117 o	Irving Elementary School Cleumenn
21	Pricer Jones P.O. Box 172, Cleburne Rebecca Gathings	645-7938	Santa Fe School Cleburne
22	Pavis Trailer Park-67 Wes		Keene Community Center
23	Mrs. Evelyn Peppers Alvarado	783-2192	Alvarado Methodist Church
2.4	Mrs. Sarah Tackett Rt. 2, Alvarado	783-2172	Greenfield Church Alvarado
25	Vivian McAlister Venus, Texas	(214) 366-5018	Venus City Hall
26	Helen Berrier Grandview	866-4477	Grandview City Hall
27 -	Melva Swain Box 8, Grandview	866-3646	Grandview Community Center
28	Virble Lankford Rt. 1, Cleburne	645-4566	Adams Elementary School, Cleburne
29	Andrea Hays Rt. 1, Box 55 Rio Vista	373-2508	Rio, Vista City Hall
30	Mrs. Jack Burton 1211 Loma Alta Cleburne	645-6743	Coleman Elementary School, Cleburne
31	L.W. Blackstock Rt. 2, Cleburne	645-4610	Freeland Highland Community Center

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner

Aldridge to approve the Preliminary Plat of Mountain Creek Acres Subdivision, sub
ject to the County not being responsible to maintain the roads within the sub
division.

All voted aye.

Larry Young, Sheriff's Deputy, appeared before the court setting forth the need for additional personnel and equipment to comply with the recent Crane Ruling on serving misdemeanor warrants, as follows:

STUART HUFFMAN

SHERIFF

JOHNSON COUNTY
CLEBURNE, TEXAS 76031

645-2501 OR 645-2761

April 12, 1982

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

Re: Crane vs. Texas

Dear Judge Altaras:

As you know the plan that Dan has worked up for us to comply with the requirement of a neutral magistrate has and will put a large strain on our Identification and Booking Section of the Sheriff's Department. We are looking for the least costly and the most effective way to handle the plan. We have looked at and analyzed the problem as best we can with the personnel we have now and see no way for this to work, as we are under staffed in this department already.

We feel that in order for us to comply with Judge Higginbotham's plan and the plan that is set up for Johnson County we are going to need additional personnel as follows:

(A) Identification Office

- 1. To take and check for the date and time of booking;
- 2. To make sure the subject has been filed on by the department that has arrested the subject;
- Take the I.D. office days off, hollidays, sick days, vacations, and emergency leaves.;
- 4. Help processing and record keeping of such on the increased load that we have now and the load factor which is to come.

(B) Clerk Typist

- Make and type and hand carry a jail list daily by 10:00 A.M. to County Attorney's office;
- 2. Type and take shorthand for investigator's office and prepare case to be filed at 10:00 A.M. each day by an investigator;

1

Judge Tommy Altaras April 12, 1982 Page 2

- 3. Type and take confessions for inmates and witness statements to be filed;
- 4. Type and file all cases and case reports that are investigated by patrol on all shifts;
- 5. To work with new I.D. officer to coordinate with County Attorney's office on persons in jail over 24 hours not filed on by us or other departments;
- 6. Coordinate our warrants that must go on computer and persons arrested by other departments to be taken off of computer so that no person is rearrested in error causing law suits under this plan;
- 7. To coordinate with new I.D. office problems that are going to come up and resolve them;
- 8. To get paper work ready for investigator to refile cases that have been filed at night with a Justice of the Peace and will be refiled next working day of County Judge.

We must have complete cooperation from every department in Johnson County to make sure we do not overlook or lose an inmate in the jail system that has not been filed on in 24 hours. This means a very important working relationship with our County Attorney's office and County Judge's office.

The Identification Section of our Sheriff's office must coordinate with every department that files cases and make sure bonds are routed back to the proper places.

The Identification Section will also be in charge of putting the warrant on the computer and taking it off after arrest.

We feel that the personnel request is not unreasonable for the system to work. We feel that without the additional personnal we may come under law suits that will cause more cash outlay than without adding the personnel requested.

As you know, the time frame for this plan is to start March 15, 1982. We must be ready with our part of the plan and be able to work out unforseen problems that are sure to come up.

The estimated cost of implementing this program at this time up to October 1, 1982, at which time this will come under the 1983 Budget is as follows:

1. Identification Officer	\$675.00	\$3,722.50
2. Investigator's Secretary	675.00	3,722.50
3. New I.B.M. Typewriter	905.00	905.00

Judge Tommy Altaras April 12, 1982 Page 3

4.	Two New Filing	Cabinets	143.00	ea. 286.00
5.	Time Clock (24	hours)	270.00	270.00
6.	Time Card Rack		15.00	15.00
				\$8,921.00

We booked in and through a total of 155 Class A and B misdemeanor and/5 misdemeanor Violation of Probation from March 1 through March 31, 1982. Each month increases the work load and the number of inmates we handle.

We hope we can hold up our part of this new plan so that no one will come under any type of Federal law suit. This department is here to say that this is another large step in fast growth in Johnson County. The growth pains for us and others is very costly, but we see no other way to attack the problem and come under the guidelines of Federal Judge Higginbotham's order.

Respectfully,

Larry Young Chief Deputy Johnson County Sheriff's Department

LY/clc

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A motion was made by Commissioner Aldridge and seconded by Commissioner

/ Lambert for the court to encourage the Tax Assessor-Collector to grant an

Agriculture exemption to Jan Johnson, Route 4, Box 97-B, Grandview, Texas.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to increase the reward from \$50.00 to \$200.00 for information leading to the arrest and conviction of any one dumping trash on a County Road in Johnson County.

All voted aye.

A discussion was held by the court on the idea of withdrawing from Social Security, if the Johnson County Memorial Hospital will do likewise. No official action was taken on this matter.

A motion was made by Commissioner Atwood and seconded by Commissioner

Reese to approve the monthly bills, as read by the Assistant County Auditor.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner

Lambert to approve the minutes of the previous meeting, as read by the County

Clerk.

All voted aye.

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

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All voted aye.

COUNTY CLERK

COUNTAL JUDGE

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR- CLEBURNE

MAY 3, 1982 - 9:00 A.M.

- 1. Reading of the Minutes
- 2. Payment of Bills
- √3. Consideration of Waste Water Treatment Plant
- √4. Request from Cleburne Fire Department
- √5. W.E. Carroll-RE: Request to attend Tax Seminar in Abilene
- χ_{6} . Earl Green Juvenile Probation Office
- 7. Fifth Year of Grant Application For Assistant District & County Attorney
 - ★8. Passage for Juvenile Detention Center Resolution:
 - /9. Mr. Hauk & Mr. Post attending Convention
 - √10. Tax Report
 - 11. Approval of Final Plat of Donna Park
- 12. Advertise for Bids to Replace Violent Cells in Jail

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

TOMMY ALTARAS
County Judge

POSTED: April 29, 1982 9:00 λ.Μ.

Johnson County Courthouse

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STATE OF TEXAS

COUNTY OF JOHNSON

MAY 3, 1982

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

STATE OF TEXAS

COUNTY OF JOHNSON

RESOLUTION NO. 3 - 1982 IN REGARD TO VILLAGE CREEK WASTEWATER TREATMENT FACILITY

WHEREAS, citizens of the northern portion of Johnson County appeared before the Johnson County Commissioners' Court on Monday, May 3, 1982;

WHEREAS, said citizens protested the Village Creek Wastewater Treatment facility which allows excess sewage to be treated by land application in Johnson County;

WHEREAS, an attorney representing other citizens and landowners affected by said proposal outlined unfavorable legal problems concerning said proposal;

WHEREAS, a discussion was held by the Johnson County Commissioners, therefore, know all men by these presents that on motion by A. J. Lambert, Commissioner of Precinct No. 2 and second by Loyd Reese, Commissioner of Precinct No. 3, the following Resolution was passed unanimously:

THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF JOHNSON STRONGLY DISFAVORS THE USE OF JOHNSON COUNTY LAND IN REGARD TO THE VILLAGE CREEK WASTEWATER TREATMENT FACILITY.

FOR -4

AGAINST - 0

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 3rd			
day of May , 1982, with all members present and acting, to-wit:			
A Motion was made by Commissioner C. W. Atwood to approve the			
application to the Council of Governments for assistance in fifth (5th) year project			
funding beginning on September 1, 1982, for the Expansion of the District and County			
Attorneys' Staff. This project provides for an assistant prosecutor and secretary			
for Johnson County. This action in approving funding for the County's share of the			
grant program is contingent upon the grant being approved by the Council of Govern-			
ments.			
A Resolution was also made to continue this project at least at the same level			
after the grant expires if it proves successful.			
The Motion and Resolution were seconded by Commissioner B. B. Aldridge .			
Ayes: 4			
Noes: 0			
The Motion and Resolution were declared to have carried.			
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that Johnson County, Texas approves			
the submission of an Expansion of the District and County Attorneys' Staff fifth (5th)			
year grant application to the Council of Governments.			
It is further resolved that Johnson County, Texas, will continue the project at			
least at the same level after the grant expires if the project proves to be success-			
ful.			
COMMISSIONER, PRECINCT 1 COMMISSIONER, PRECINCT 3			
COMMISSIONER, PRECINCT 2 COMMISSIONER, PRECINCT 4 COMMISSIONER, PREC			

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize W. E. Carroll, Tax Assessor-Collector, to attend the State Tax Seminar in Abilene, May 16, 17, 18 and 19th, 1982.

All voted aye.

Earl Green, Juvenile Probation Officer, did not appear before the Court as scheduled.

No action was taken by the Court on the Juvenile Detention Center Resolution.

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to approve the Final Plat of Donna Park Subdivision, Precinct No. 3.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese violent cell in the County Jail.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese

/ to approve Reserve Deputation for Bob Reynolds and Paul E. Tucker.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner

Reese to table the request presented by Sheriff Huffman to repair blinds or install

burtains in the Sheriff's Office until the budget hearings are conducted.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Lambert to authorize Joe Post and Charles Hauk to attend the annual Justice of the Peace and Constables Conference, to be held in Amarillo, June 14th thru 19th, 1982.

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Aldridge to take up at budget time the request from the Cleburne Fire Department to re-connect the permanent fire control lines running through the South East column of the courthouse.

All voted aye.

COURT RECESSED AT 9:55.

RECONVENED in open court at 10:10 A. M. with all members present.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to accept the bid from Trinity Equipment Company in the amount of \$6,900.00 for an off
set mower for Precinct No. 1.

All voted aye.



Trinity Equipment Company

P.O. Box 8486 Randol Mill Road & Loop 820 Fort Worth, Texas 76112 Telephone (817) 451-8094



April 15, 1982

Johnson County Precinct #1 Johnson County Courthouse Cleburne, Texas 76031

Mr. Robert Wylie

Dear Sir:

We are pleased to quote you on a new Terrain King Offset Mower, mounted on Precinct #1 wheel tractor, complete and ready to use.

1 - Terrain King Offset Mower
F.O.B. Fort Worth, Texas

\$6,900.00

Warranty - 90 Days on Terrain King Offset Mower

Delivery - In stock

Terms - Cash on receipt of invoice following delivery.

We wish to thank you for this opportunity to quote you on the Terrain King Offset Mower, and look forward to serving you.

Yours truly,

TRINITY EQUIPMENT COMPANY

Albert G. Martin Governmental Sales

AGM/kfm











A motion was made by Commissioner Atwood and seconded by Commissioner

Lambert to accept the bid of Lee R. Kneblik in the amount of \$327.00 for a 1977 blue

four-door Plymouth Far a Patrol Car. I. D. #PK 41P7D 210827.

All voted aye.

4/14/82

I hid 32700 OnBly 4 de plymouth 77 model TIER ID PK 41P7D 2/0827

Thank 645-7614

Lew R. Kneblik. Rt 1, Box 767 blekernes TX

A motion was made by Commissioner Atwood and seconded by Commissioner Lambert to accept the bid from Reese Motor Company for two (2) Plymouth Patrol Cars. (1) 1976

Brown four-door and (1) 1976 Two-tone (white/over Brown) four-door at \$210.00 each.

Total bid \$420.00.

All voted aye.

Biols:

2 Phymouths

\$ 310. xx &a. on 420. xx for Both

Signed

Milleese

A motion was made by Commissioner Reese and seconded by Commissioner

Aldridge to authorize the County Auditor to advertise for bids on a five yard Dump-bed

for a 1973 Bob-Tail Chevrolet Truck for Precinct No. 3.

All voted aye.

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

All voted aye.

No action was taken by the court on the offer from Inter-First Bank to donate the County an electric public notice sign. The County Judge is to check with the Junior Livestock Association to see if they are in need of such a sign.

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

All voted aye.

The County Auditor notified the court that he would be attending the County Auditor's Institute to be held in Austin, Texas, May 12th thru the 14th.

There being no further business, court (adjourned.

J. Jewnes COUNTY CLERK

COUNTY JUDGE

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REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

MAY 10, 1982 - 9:00 A.M.

- 2. Payment of Bills

1. Reading of the Minutes

- 3. Family Land Heritage program
- 4. Consideration of petition for local option election to legalize bingo games
- 5. Consideration of certificates of obligation to construct additional jail facility
- 6. Consideration of certificates of obligation to complete purchase of additional county building
- 7. Discussion of workshop session for 1982-83 county budget
- 8. Sheriff in regard to additional personnel
- 9. Consideration of appointment for additional assistance for septic tank inspection and road inspection

AND, any other matters that may arise after publication of this agenda. This agenda of meeting of the Johnson County Commissioners' Court is posted in accordance with Article £252-17 Vernon Civil Statutes.

TOMMY ALTARAS, County Judge

May 6, 1982 Posmed: 9:00 A.M.

Johnson County Courthouse

STATE OF TEXAS

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MAY 10, 1982

COUNTY OF JOHNSON

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, Johnson County, Texas, with the following members present: C. W. Atwood, Commissioner of Precinct No. 1, Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County Clerk. Not present was A. J. Lambert, Commissioner Precinct No. 2.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the certificate of the petition, and to order local option Bingo election for Justice of the Peace, Precinct No. 3.

All voted aye.

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CERTIFICATE OF COUNTY CLERK PERTAINING (Officer)

TO PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE BINGO GAMES AUTHORIZED UNDER THE BINGO ENABLING ACT.

THE STATE OF TEXAS	
COUNTY OF JOHNSON	
I, the undersigned <u>County Clerk</u>	, of (Precinct or City)
	by certify that I have checked the original and copy
of Petition for Local Option Election to Legalize	e Bingo, Serial Number 2, issued the 12th
day of March	_, 1982, and all filed with me on the 4th day
of May be held in accordannce with the terms and provis	, 1982, and requesting that a local option election ions of Article 179d Vernons Revised Civil Statutes of
Texas in Justice of the Peace, Precine	inct #3 , Texas, (said County,
	nafter for convenience referred to as Area), and I
1. That said petitions were filed with me on the 19_82, which is within 90 days after the date of	ne 4th day of May f issuance of said petitions.
voters signing said petitions no signature was counot the actual signature of the purported signe incorrect, (c) that the signature of the proported signature was countried to the proported signature of the proported signature was countried to the proported signature of the proported signature of the proported signature of the proported signature of the proported signature was considered to the proported signature of th	s of said petitions to ascertain the number of qualified nted where there was reason to believe that, (a) it is r, (b) the voter registration certificate number is signer was dated, and such date was earlier than 90 fice of the governing body, (d) the residence address
3. I further certify that the said petitions ar	re signed in accordance with the above requirements
by more than 10% of the quali said Area taking the votes for Governor at the las basis for determining the qualified voters in said	ified voters at the time said petitions were issued in at preceding General Election, for that office, as the Area.
4. I further certify that said petitions were i	n accordance with the above requirements and were
signed by 171 qualified voters at the tir	ne said petitions were issued of said Area.
WITNESS MY HAND this the 10th day o	f May , 19.82. Joe L. Townes
	County Clerk (Officer)
	(Precinct No. or City)
	Johnson County, Texas
A COUNTY.	by
	(Deputy)

ORDER FOR LOCAL OPTION ELECTION (ORDEN PARA ELECTION DE OPCION LOCAL)

	- 0 / - 11111	ALIZE (LEGA) nsert Legalize (Legaliza	.IZAR) r) or Prohibit (<i>Prohibir</i>)	The state of the s
STATE OF TEXAS (COUNTY OF CONDADO DE	(ESTADO DE TEJAS) JOHNSON			
On this the En este el	10th day of 10th día de	May Mayo	of 1982 de 1982	the Commissioners' Cour , la Corte de los Comisionado
of the County of del Condado de	Johnson	Texas, conv Tejas, se co	ened in regular se nvoc ó en s esión re	ssion open to the public, with the
following members of signicates micmbros d				
1 St 120	(1/h102)	_	udge, $\mathit{Juez}\ \mathit{del}\ \mathit{Con}$	
C.M./fec	Cearer	, Commiss	ioner, Precinct No	o. 1, Comisionado, Precinto No
1.17	9	, Commiss	oner, Precinct No	. 2, Comisionado, Precinto No. 3
- Joseph L	red	, Commiss	oner, Precinct No	. 3, Comisionado, Precinto No. 3
B.B. Wa	mage,			. 4, Comisionado, Precinto No.
and the following abs		, County C	lerk, Secretario de	el Condado
constituting a quorum constituyendo un quor	i.	,		
Que una Elección to determin	on Election shall be hel de Opción Local se ue ne the following issue: ninar el siguiente asun	vará a cabo el _14	n day of Augus Hthdía de Agost	t a
FOR A FAVOR DE				s as authorized by ce - Precinct #3)"
AGAINST EN CONTRA DE That said election Que una elección s judges: presidentes:	por el Acto Permi Precincto de la J shall be held in the fo	tiendo Juegos usticia de la llowing election	de Bingo en (e Pas, Numero 3) precinct locations	tatives come autorizade 1 Condade de Johnson/el and by the following presiding torales y por los siguientes juces
Election Precinct No. Precinto Electoral No.	Location Lugar		ng Judge esidente	Alternate Presiding Judge Juez Presidente alterno
7	Cana Baptist C	nurch Ethele	ne Carpenter	
8	Lillian School	Jessie	Beckham	
10	Alvarado High (• School Virgin	ia Hard er	
23	Alvarado Method	list Mrs. E	velyn Peppers	
Absent ee The polls at each of 1:00 p.m.	Church Courthouse of the above described p	Joe To polling places sha	vu es Il be <mark>ope</mark> n on said	election day from 7:00 a.m. to
	ón de cada uno de los as 7:00 p.m.	lugares descritos	arriba estarán ab	iertos el dicho día de elecciones
				The second secon

County Judge, County of Jucz del Condado de

Johnson

Texas , *Tejas* A motion was made by Commissioner Reese and seconded by Commissioner Atwood twenty to combine voting boxes nine (9) and ten (10) and eleven (11) and three (23) in Justice of the Peace, Precinct No. 3, for the August 14, 1982 Bingo Local option election.

Voting place for the election:

Box	Place
7	Cana Baptist Church
8	Lillian School
10	Alvarado High School
23	Alvarado Methodist Church
Absentee	Johnson County Courthouse - Cleburne

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge / to use regular election Judges as approved by the Commissioners Court as follows: Local Option Bingo for 8-14-82.

Judge

DOX	Judge
7	Ethelene Carpenter
8	Jessie Beckham
10	Virginia Hardee
23	Mrs. Evelyn Peppers
Absentee	Joe L. Townes, County Clerk

All voted aye.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese that the Polls be open from 7:00 o'clock AM to 7:00 o'clock PM for the Local option election, August 14, 1982, Justice of the Peace, Precinct No. 3.

All voted aye.

No further action was taken by the Court in regard to the Waste Water Treatment plant as presented by Ray Carroll, Route 1 Box 9, Godley, Texas, who stated that a study commission was studying the plan and that there were eighteen (18) farmers in the area that signed a contract with the City of Ft. Worth to show their individual interest in the project.

A group of Cleburne City officials, headed by Mayor George Marti, and Cleburne Chamber of Commerce Legislative Committee, headed by Dr. Jack Burton, invited the Court to attend a Public Transportation Commission meeting in Austin, Texas, at 9:30 o'clock AM on June 21, 1982, and to pass a resolution supporting a double-four lane by pass with access roads around Cleburne.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to approve the following proclamation supporting May 16 thru 23, 1982 as Soil Stewardship week in Johnson County, TX.

All voted aye.



WHEREAS, the well-being of our people depends upon the production of ample supplies of food, fiber and other products of the soil; and

WHEREAS, the quality and quantity of these products depend upon the conservation, wise and proper management of the soil and water resources; and

WHEREAS, our people have a mutual interest in the land and share the responsibility of preserving its productivity; and

WHEREAS, soil and water conservation districts provide a practical and democratic organization through which landowners are taking the initiative to conserve and make proper use of these resources; and

WHEREAS, soil and water conservation districts are carrying forward a conservation program in cooperation with numerous agencies and countless individuals;

NOW,	THEREFORE, I,	Tommy Al	taras ——————	County Jud	ge of
Johnson	Cour	ity, in full	appreciation	n of the valu	e of soi
to the public w	elfare, and desir	ing to hono	r those who	protect it, d	o hereby
designate the w	eek of May 16-23,	1982 as So	il Stewardsh	ip Week in	
Johnson	County	, Texas.			
		In of	ficial recogn	nition whereo	f,

In official recognition whereof,

I hereby affix my signature this

7th day of May, 1982.

TOMMY ALTARAS

County Judge of Johnson County

A motion was made by Commissioner Reese and seconded by Commissioner Atwood to retain Henry Brown of Route 1 Box 680, Cleburne, Texas, as an additional road and septic tank inspector, to be paid out of standard fees collected for this purpose.

All voted aye.

Budget Workshop for the 1983 budget will start at 9:30 o'clock AM, Wednesday May 26 and run for 6 daysthrough the following Wednesday, June 2, 1982.

A motion was made by Judge Altaras to hire a secretary and an I. D. employee, a time clock, typewriter and necessary stationary and other supplies for the Sheriff Dept. to comply with the Crane vs. Texas Decision. Motion died for lack of a second.

The name of Mrs. R. L. Aldridge, 100 year land owner in Johnson County, is to be submitted to the Texas Department of Agriculture in regard to the Family Land Heritage Program.

After a discussion by the Commissioners, Judge Altaras favored adding on to the old jail; Commissioner B. B. Aldridge favored building a new jail and using the old jail for a Juvenile Detention Center.

A motion was made by Commissioner Atwood and seconded by Commissioner Reese to authorize the County Judge to obtain final quotes on cost of construction for additional cells to the present jail from R. A. Ries and Associates.

For: Judge Altaras, C. W. Atwood & Loyd Reese Abstaining: B. B. Aldridge
A motion was made by Commissioner Atwood and seconded by Commissioner

Aldridge to authorize the County Judge to sell the County Jeep that is kept at the
County Jail.

All voted aye.

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

All voted aye.

A motion was made by Commissioner Aldridge and seconeded by Commissioner Atwood to approve the reading of the minutes of the Commissioners Court minutes as read by the County Clerk.

All voted aye.

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

All voted aye.

County Clerk

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AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT COUNTY COURTROOM - THIRD FLOOR JOHNSON COUNTY COURTHOUSE

MAY 26, 1982
10:00 A.M.

A Special Called Meeting for the consideration for construction of the Johnson County Jail Annex.

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

TOMMY ALTARA

POSTED:

May 20, 1982

10:00 A.M.

Johnson County Courthouse

STATE OF TEXAS

:

MAY 26, 1982

COUNTY OF JOHNSON

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,

Johnson County, Texas, with the following members present: C. W. Atwood, Commissioner

A.J. Lambert, Commissioner of Precinct No. 2,

of Precinct No. 1, Loyd H. Reese Commissioner of Precinct No. 3, B. B. Aldridge,

Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County

Clerk.

Special called meeting for the consideration for construction of the Johnson $\sqrt{\ }$ County Jail Annex.

R. A. Reis & Associates presented the court with a Johnson County Proposed Addition to the County Jail preliminary budget, in the amount of \$637,316.00. The Budget does not include the purchase of the building for the proposed Juvenile Detention Center.

Per .



F.a. reis & associates, inc. general contractors / construction managers / design builders

JOHNSON COUNTY PROPOSED ADDITION TO THE COUNTY JAIL PRELIMINARY BUDGET

Demolition	\$34,130.
Concrete	\$104,324.
Masonry	\$29,285.
Structural Steel	\$27,509.
Thermal Protection .	\$9,458.
Cell Partitions/Gates	\$39,289.
Finishes	\$46,054.
Specialties (Kitchen, Dining Benches)	\$61,200.
Fixed Equipment	\$11,389.
HVAC	\$46,584.
Plumbing -	\$29,277.
Electrical	\$30,182.
General Conditions	\$40,268.
Contingency Fee	\$22,147.
Total Field Cost	\$531,096.
10% Architectural Fee	\$53,110.
10% Construction Management Fee	\$53,110.
Total Cost	\$637,316.

2629 gravel, fort worth, texas 76118 • 817/284-6381 • metro 589-0165



The court voted 4 to 0 to post on the Agenda, June 1, 1982, meeting "The intent to issue Certificates of Obligation for the construction of the County Jail Annex, and purchase of Real Estate.

Vote, as follows:

<u>FOR</u>

ABSTAINED

Judge Altaras
C. W. Atwood

A. J. Lambert Loyd H. Reese

Reese to adjourn. All voted aye.

B. B. Aldridge

A notion was made by Commissioner Lambert and seconded by Commissioner

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REGULAR METTING OF THE JOHNSON COUNTY COMMISSIONERS: THE JOHNSON COUNTY COUNTY COUNTY COUNTY COUNTY COUNTY COMMISSIONERS: THE JOHNSON COUNTY COUNTY COUNTY COUNTY COMMISSIONERS: THE JOHNSON COUNTY COUNTY

- 1. Reading of the Minutes
- 2. Payment of Bills
- 3. David Levy Close County Road
- 4. Carl John Road on Lace Lane
- 5. Jerry Koonce Sanitation Septic Tanks in Johnson County
- 6. Consideration of correcting election precinct boxes, to wit:
 - 1) Joshua Fire Hall (interruption fire call)
 - 2) Rio Vista (distance to drive)
 - 3) Venus; Box 9
 - 4) Cleburne Courthouse (traffic and steps)
- . Jim Kelley
- Doris Gray- High Country Estates
- 9. Proposed Boundaries
- 10. Otis Percifield; Percifield Addition
- 11. Consider the passage of an order directing the publication of Notice of Intent to issue Certificates of Obligation
- 12. Open Bids For Dump Bed For Precinct # 3
- 13. Report on Floodwater Retarding Structure No.43B of Charters Creek

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

TOMEY ALTARAS, COUNTY JUDGE

POSTED: May 26, 1982

9:00 A.M.

Johnson County Coarthouse

STATE OF TEXAS

Clerk.

:

JUNE 1, 1982

COUNTY OF JOHNSON

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

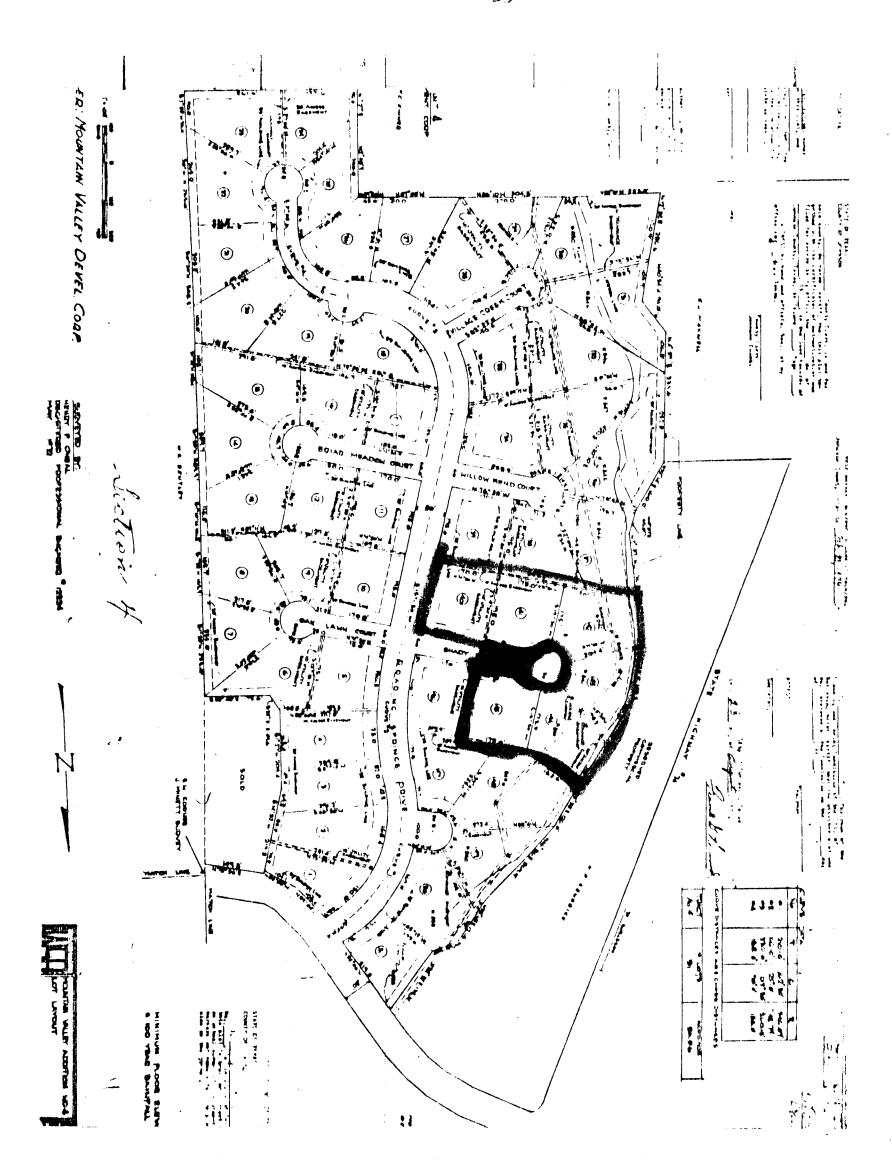
A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the Preliminary Plat of High Country Estates Subdivision, Precinct No. 3.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner

Aldridge to close Shady Brook County Road in Mountain 'Valley Subdivision. 50' West
of the Northwest corner Lot 41. 50' East of the Southwest corner Lot 45. The court
notes that David Levy is the present owner of Lots 41-42-43-44-45 - Mountain Valley
Subdivision.

All voted aye.



L

A motion was made by Commissioner Aldridge and seconded by Commissioner

Lambert that the land owners bring Lace Lane one mile long off CR 714 up to County

specifications. First two-thirds mile eighteen to twenty years old. Final One-third

miles twelve to thirteen years old. That after two (2) years the County will accept

the road for maintenance. Road construction must be inspected by County in accordance

with sub-division rules and regulations.

All voted ave.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert:

- (1) To direct the County Judge to check into the possibility of moving voting box 12, Joshua Fire Hall, to the Community room First Methodist Church Joshua.
- (2) Take under advisement request to change Voting Precinct lines Voting Box 29, Rio Vista
- (3) Move place of Voting Box 8, Lillian, from Public School to Lillian Baptist Church.
- \int (4) To move Cleburne Box 19 from the courthouse to Fulton Middle School. All voted aye.

Jerry Koonce, listed number 5 on the Agenda, in regard to sanitation septic tanks in Johnson County, failed to appear before the court.

Jim Kelley listed Number 7 on the Age tailed to appear before the court.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to approve the expenditure, not to exceed \$300.00, for the counties part in having the Johnson-Tarrant County boundary lines surveyed.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to accept roads in the proposed Percifield Addition (old Lakeview Addition I) unrecorded plat when the roads are brought up to subdivision specifications in effect in 1972.

Road construction to be under the inspection of the County Engineer and Commissioner of Precinct No. 3. Roads to be brought up to specifications per attached plat.

LAKEWOOD VIEW I SUBDN. BEING 55.11 ACRES OUT OF THE WM. S. CRADDOCK SURVEY, A-133, JOHNSON COUNTY, TEXAS. R O A D 5.86*49'E 584"26'E BLOCK 33 32 39 40 :बस्टर्टास इंडिया ST 10 BLOCK 13 2 10 / E/Q 5 BLOCK 15 BLOCK 118 13 17 ST. 13 BLOCK 6/47. 30 Z 16 15 9 13 2 12 2 15 FARM TERRACE ST N 86*52'W 1679.2 CHARMELL FACISHNE the ground, that the same is true and correct, and that from pins are set at each corner. STRVE YED: DEC 1,1972 BODG COLE SOUND ARE 30" Fugere Aggermann, Registered Public Surveyor No. 1579 of Texas

All voted aye.

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A notice to County Judge on progress on floodwater retarding structure No.

 $/_{
m 43B}$, Chambers Creek Watershed, is hereby made a part of these minutes.

United States
Department of
Agriculture

Soil Conservation Service P.C. Box 648 Temple, Texas 76503

May 24, 1982

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

Dear Judge Altaras:

This is in reply to your letter of May 12, 1982, requesting progress on floodwater retarding structure No. 43B of the Chambers Creek watershed.

We contacted Harvey Kahlden, our area conservationist at Corsicana, and he informed us that the Johnson County Soil and Water Conservation District has acquired one of the two needed easements for this structure. After easements have been acquired, we will make detailed surveys for design. When designs are completed, we will place this structure on our construction schedule to await funds for construction. At the present time, our construction funds are limited; therefore, we are unable to predict when this structure could be constructed.

If you need additional information, we suggest your contact our local District Conservationist, Jimmy D. Ballard.

Sincerely

GEORGE C. MARKS

State Conservationist

cc:

Harvey R. Kahlden, AC, SCS, Corsicana, Texas (w/copy of incoming letter)

Robert A. King, Chairman, Johnson County SWCD, Cleburne, Texas

Jinmy W. Hill, ASC(WR), SCS, Temple, Texas

The Sull Consideration Service is an agency of the Department of A₁ are

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SCS-AS-1 10-79 The following bids on a truck dump bed for Precinct No. 3 were passed for further study:

- (1) Motor Truck Equipment Corp----- \$3,305.00
- (2) Fontain Truck Equipment Company ----- 3,173.21

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 Lambert and seconded by Commissioner

Aldridge to approve the reading of the previous regular and special-called meeting. To be corrected to show A. J. Lambert , Precinct No. 2, as being present at the special called meeting.

All voted aye.

The resignation of C. W. (Bill) Atwood, Commissioner of Precinct No. 1 was

accepted by County Judge Tommy Altaras at 10:00 A. M. Thursday May 27, 1982.

Resignation to be made a part of these minutes.

TO THE COUNTY JUDGE OF JOHNSON COUNTY AND COUNTY COMMISSIONERS' COURT:

My name is C.W. "Bill" Atwood and I am Commissioner of Precinct One (1) of Johnson County, Texas. I hereby submit my resignation as County Commissioner of Precinct One and respectfully request that my resignation be accepted immediately.

Submitted by,

(1 9/ (Bell) Heward

RECESS: 10:40 A. M.

RECONVENED in open court with all members present at 1:00 P. M.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to adopt the order directing publication of Notice of Intention to Issue Certificate of Obligation.

All voted aye.

CERTIFICATE FOR ORDER

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 1ST DAY OF JUNE, 1982, at the County Courthouse, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Tommy Altaras, County Judge Joe L. Townes, County Clerk $\leftarrow W_{-} - Abwood$

A. J. Lambert Loyd Reese 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's minutes of said Term; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's 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 a 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; 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 1st day of June, 1982.

Joe L. / Ourses

County Judge

(COMMISSIONERS COURT SEAL)

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

THE STATE OF TEXAS COUNTY OF JOHNSON

WHEREAS, the Commissioners Court finds that an improvement program is urgently needed for constructing and equipping a county jail; and

WHEREAS, the Commissioners Court deems it advisable to give notice of intention to issue certificates of obligation in the amount of \$750,000 for the purpose of providing \$700,000 for paying all or a portion of the County's contractual obligations for constructing and equipping a county jail, and to pay legal, fiscal and architectural fees in connection with this project, and for the purpose of providing \$50,000 for paying all or a portion of the County's contractual obligations for the purchase of land, with existing building, for a juvenile center with administrative offices, and to pay legal and fiscal fees in connection with this project; 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 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 Art. 6252-17, V.A.T.C.S.

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JOHNSON COUNTY:

- l. That attached hereto is a form of the Notice of Intention to issue Certificates of Obligation, the form and substance of which is hereby adopted and approved.
- 2. That the County Clerk shall cause said notice to be published in substantially the form attached hereto, in a newspaper of general circulation in said County, and published in said 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 issuance of such certificates of obligation as shown in said notice.

JOHNSON COUNTY

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

The County of Johnson does hereby give notice of intention to issue Certificates of Obligation, Series 1982, in the maximum principal amount not to exceed \$750,000 for the purpose of providing \$700,000 for paying all or a portion of the County's contractual obligations for the purpose of constructing and equipping a county jail, and for paying legal, fiscal and architectural fees in connection with this project, and for the purpose of providing \$50,000 for paying all or a portion of the County's contractual obligations for the purchase of land, with existing building, for a juvenile center with administrative offices, and to pay 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. The Commissioners Court proposes to authorize the issuance of such Certificates of Obligation, Series 1982, at 1:30 P.M., on July 12, 1982, at a Regular Term, at the County Courthouse, Commissioners Courtroom, Cleburne, Texas.

Tommy Altaras, County Judge

A motion was made by Commissioner Lambert and seconded by Commissioner

Reese to approve the Financial Advisory Contract between Noel Johnson & Associates,

Inc. and Johnson County Commissioners' Court - and

To employ on a contingency basis the firm of McCall, Parkhurst and Horton as bond attorneys for the Johnson County Commissioners' Court.

All voted aye.

FINANCIAL ADVISORY CONTRACT

(Short Form)

(M.A.C. FORM C-2. Standard Short-Form of Agreement between Political Subdivision and Financial Advisor Covering Issuance of Securities. Form approved by the Municipal Advisory Council for Use of Members Only.)

COURT OF JOHNSON COUNTY

CLEBURNE, TEXAS

Gentlemen:

1. We understand that you are contemplating the issuance of securities of the kinds, in the amounts, and for the purposes indicated as follows:

Approximately \$700,000 Certificates of Obligation - exact amount to be determined.

and that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity of Financial Advisor for The Commissioner's Court of Johnson County, Texas (hereinafter called "Issuer").

- 2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity we agree to perform all of those services described in Paragraph III, sub paragraphs A through N, "FINANCIAL ADVISORY SERVICES FOR MUNICIPALITIES—STANDARDS OF PERFORMANCE" published by the Municipal Advisory Council of Texas, as revised in 1980, which Paragraph III, sub paragraphs A through N are hereby incorporated by reference for all purposes as though fully set forth verbatim herein.
- 3. In consideration for the services rendered by us in connection with the issuance and sale of the above-described securities it is understood and agreed that our fee will be as follows:

Amount of Issue	Professional Fee
\$500,000	\$ 9,500
\$700,000	\$10,300
\$900,000	\$11,900

Other amounts to be interpolated

In consideration of the above fee we will assume and be responsible for the following expenses:

- (a) Fees of Bond Attorney
- (b) Printing and mailing offering documents as needed
- (c) Lithographed printing of the debt instruments
- (d) Comptroller registration
- (e) Debt requirement schedules and payment schedules as required

Our fee and reimbursable expenses shall become due and payable simultaneously with the delivery of the securities to the purchaser.

4. In the event any bond election be necessary, if such election shall fail, then the fee due shall be (See paragraph 7); however, should the same or similar propositions again be submitted to election held within months from date hereof, then at our option the agreement covered by this proposal shall apply to any such securities.

- 5. It is further understood and agreed that we reserve the right to submit a bid for the securities when offered for rale.
- 6. This agreement shall be terminated by the delivery to the purchaser of all the securities covered hereby, whether delivered all at one time, or in installments.
- 7. Special Conditions. In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions:
 - (a) Paragraphs 4 and 5 are hereby deleted.
 - (b) It is understood and agreed that the issuer hereby employs the law firm of McCall, Parkhurst & Horton, Dallas, Texas, as bond attorneys.
- 8. This proposal is submitted in duplicate originals. When accepted by Issuer it will constitute the entire agreement between Issuer and the undersigned for the purpose and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the returning of one executed copy to us.

Respectfully submitted,

NOEL JOHNSON & ASSOCIATES, INC.

Authorized Representative - Noel Johnson

ACCEPTANCE

ACCEPTED pursuant to	Resolution	adopted by the_	COMMISSIONER'S COURT
of JOHNSON COUNTY, TEXAS)		on this the of
June 19/98		- Timing	Alm
		Title Johnson Count	ty_Judge
ATTEST:			
Johnson County Clerk	1000		
SEAL)			
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A	1 0 1-1		
	-		led by Commissioner Lambert
to employ R. A. Reis and As			· •
managxment of the proposed	Johnson County	y Jail Annex project	: .
All voted aye.			
A motion was made	by Commission	ner Lambert and seco	onded by Commissioner
Aldridge to adjourn. All v	oted aye.	\mathcal{O}_{α}	ma Ma
COUNTY CLERK			COUNTY JUDGE
	•	0000000	

STATE OF TEXAS

Clerk.

:

JUNE 4, 1982

COUNTY OF JOHNSON

:

BE IT REMEMBERED AT A SPECIAL CALLED MEETING OF THE COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, to consider a resolution requesting a revision of the State Department of Highways and Public Transportation plans for a bypass around the City of Cleburne, on the above mentioned date at the Courthouse in Cleburne, Johnson County, with the following members present: A. J. Lambert, Commissioner of Precinct No. 2, Loyd A. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy Altaras, County Judge and Joe L. Townes, County

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to adopt the following resolution.

RESOLUTION

NO. 4-82

RESOLUTION REQUESTING A REVISION OF THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION PLANS FOR A BYPASS AROUND THE CITY OF CLEBURNE.

WHEREAS, the part of State Highway 67 which is located within Johnson County has experienced an increased load of traffic which has resulted in congested traffic conditions and a greater number of traffic accidents; and

WHEREAS, a plan was approved by the State Highway Commission on July 15, 1975, to bypass the City Of Cleburne to the West with a roadway intersecting State Highway 174 north and south of the City of Cleburne.

NOW THEREFORE, Johnson County favors a revision in the approved plan to include what would be known as the northeast quadrant of the proposed bypass which would result in a Bypass Highway of U.S. 67 and desires to address such request for revision to the State Highways Commission at a public hearing conducted on June 21, 1982.

FUTHERMORE, should said revision be approved, Johnson County will in good faith attempt to acquire that portion of the right-of-way within the unincorporated area of Johnson necessary for the proposed bypass.

PASSED AND APPROVED this the 4th day of June, 1982.

JOHNSON COUNTY

TOMMY ALTARAS, County Judge

Alland

ATTEST:

JOE TOWNES, County Clerk of Johnson County

All voted aye.

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

All voted aye.

COUNTY CLERK

COUNTY JUL

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT
JOHNSON COUNTY COUPTHOUSE - THIRD FLOOR- CLEBURNE
JUNE 14, 1982 - 9:00 A.M.

- 1. Reading of Minutes
- 2. Payment of Bills
- 3. Sheriff Huffman, re: Sheriff's Convention
- 4. Selection of Assessor
- 5. Earl Green; re: attending convention
- 6. W.E. Carroll Tax Collection contract to be signed Re: Venus School, Grandview City, Grandview I.S.D., and Liberty Chapel

AND, any other matters that may arise after publication of the ther Agenda. This Agenda of meeting of the Commissioners' Court

is parted in accredance with Article 6252-17 of Vernon's Civil

fratutes.

TOMMY ALTARAS County Judge

94 0:00 A.M.

Johnson County Courthouse

STATE OF TEXAS

:

JUNE 14, 1982

COUNTY OF JOHNSON

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

Mr. Henry Eder of Route 5, Box 540, Burleson, appeared in regard to Lace Lane in Precinct No. 2. After discussion with Commissioners' Court concerning maintenance of Lace Lane and Lace Lane not being an accepted county road, a motion was made by Commissioner Lambert and seconded by Mr. Aldridge to request the Johnson County Attorney to request the Attorney General of the State of Texas to acquire an opinion to see if when county work has been performed on a private road or public road in error, does that allow the County to then maintain said road, or if a road is an integral part of a county road system, can it be taken over by the County.

All voted aye.

and seconded by Commissioner Reese,
Motion was made by Mr. Lambert, to approve tax collection contracts between

Johnson County Tax Office, Commissioners' Court, and Venus Independent School District,
City of Grandview, Grandview Independent School District, and Liberty Chapel Schools.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to appoint W. E. Carroll as Johnson County's representative as a certified Tax Assessor-Collector.

All voted aye.

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TAX COLLECTION CONTRACT

STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT is entered into on this the 14th day of June.

1982 by and between W.E. CARROLL, Tax-Assessor Collector, for Johnson County, and the COUNTY OF JOHNSON, hereinafter collectively referred to as "JOHNSON COUNTY TAX OFFICE" and the VENUS INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "VENUS".

WHEREAS, the JOHNSON COUNTY TAX OFFICE represents that W.E. CARROLL, Tax-Assessor Collector for Johnson County, Texas, is duly licensed as a Certified Tax Collector and that the JOHNSON COUNTY TAX OFFICE has employed personnel who are fully qualified and legally empowered to collect taxes for VENUS.

WHEREAS, VENUS desires to contract with the JOHNSON COUNTY TAX OFFICE for the collection of its current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

WHEREAS, the JOHNSON COUNTY TAX OFFICE desires to contract with VENUS for the collection of VENUS'S current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations herein expressed the parties agree as follows:

The JOHNSON COUNTY TAX OFFICE agrees to provide to VENUS the following services:

1. Collect all current delinquent taxes beginning on October 1, 1982.

- 2. Prepare tax notices and receipts on each parcel of property subject to taxation in VENUS.
- 3. Mail to each taxpayer or his agent, a notice of tax due on October 1st, or as soon thereafter as practical.
- 4. Make daily deposits of all collections received by the JOHNSON COUNTY TAX OFFICE on behalf of VENUS and assure that such collections are transferred to a financial institution selected by VENUS as agreed to by and between the parties.
- 5. Issue all tax certificates on property taxes paid or unpaid.
- 6. Provide monthly reports of collections to VENUS or its representative on or before the 20th day of each month for collections received by the JOHNSON COUNTY TAX OFFICE during the previous month.
- 7. Mail no less than three (3) notices of tax due. The first notice to be mailed October 1st, or as soon thereafter as practical, the second notice to be mailed on or about January 15th, or as soon thereafter as practical and the third to be mailed between March 1st and June 1st.
- 8. Prepare and file all reports with the State Property Tax Board as required.

For the services as provided above, VENUS will pay to the JOHNSON COUNTY TAX OFFICE the sum of twenty cents (\$.20) per account, to be due and payable to the JOHNSON COUNTY TAX OFFICE on or before the $\int_{-\infty}^{\infty} day$ of December, 1982, plus one percent (1%) of all taxes, penalty and interest collected for each month beginning October 1, 1982, to be due an payable monthly on or before the $2/\sqrt[4]{}$ day of each month following the month in which such collections are made.

It is agreed by and between VENUS and the JOHNSON COUNTY TAX OFFICE that the JOHNSON COUNTY TAX OFFICE will, pursuant to Section 31.05 of the State Property Tax Code, give to any person paying his current taxes due to VENUS a discount, if he pays the tax before January 1st.

The amount of the discount will be as follows:

- (1) Three (3%) percent of the tax due if the tax is paid in October.
- (2) Two percent of the tax due if the tax is paid in November.
- (3) One percent of the tax due if the tax is paid in December.

This Agreement replaces all other agreements or contracts by and between the parties hereto as they pertain to tax collection.

This Agreement is to become effective upon the approval of the VENUS INDEPENDENT SCHOOL DISTRICT acting by and through its governing body, W.E. CARROLL, Tax-Assessor Collector for Johnson County, Texas, and by the Commissioner's Court of Johnson County, Texas.

This Agreement may be cancelled by either party effective July 31, 1983, by either party giving to the other party a minimum of sixty (60) days prior notice, in writing, sent by Certified Mail, Return Receipt Requested.

This contract is for a one year period to begin on October 1, 1982 and to end on September 30, 1983. This contract may be renewed for successive one year periods by the governing bodies of VENUS and the JOHNSON COUNTY TAX OFFICE.

All payments made by VENUS to the JOHNSON COUNTY TAX OFFICE shall be made by VENUS from current revenue available to VENUS.

This Agreement is executed on this the 14th day of June, 1982.

VENUS INDEPENDENT SCHOOL DISTRICT

President, Board of Trystees, VENUS

INDEPENDENT SCHOOL DISTRICT

JOHNSON COUNTY TAX OFFICE

W.E. Carroll, Tax-Assessor

Commissioner, Precinct #1

Commissioner, Precinct #2

TAX COLLECTION CONTRACT

STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT is entered into on this the 14th day of June.

1982 by and between W.E. CARROLL, Tax-Assessor Collector, for Johnson County, and the COUNTY OF JOHNSON, hereinafter collectively referred to as "JOHNSON COUNTY TAX OFFICE" and the CITY OF GRANDVIEW, hereinafter referred to as "GRANDVIEW".

WHEREAS, the JOHNSON COUNTY TAX OFFICE represents that W.E. CARROLL, Tax-Assessor Collector for Johnson County, Texas, is duly licensed as a Certified Tax Collector and that the JOHNSON COUNTY TAX OFFICE has employed personnel who are fully qualified and legally empowered to collect taxes for GRANDVIEW.

WHEREAS, GRANDVIEW desires to contract with the JOHNSON COUNTY TAX OFFICE for the collection of its current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

WHEREAS, the JOHNSON COUNTY TAX OFFICE desires to contract with GRANDVIEW for the collection of GRANDVIEW'S current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations herein expressed the parties agree as follows:

The JOHNSON COUNTY TAX OFFICE agrees to provide to GRANDVIEW the following services:

- 1. Collect all current delinquent taxes beginning on October 1, 1982.
 - 100

- 2. Prepare tax notices and receipts on each parcel of property subject to taxation in GRANDVIEW.
- 3. Mail to each taxpayer or his agent, a notice of tax due on October 1st, or as soon thereafter as practical.
- 4. Make daily deposits of all collections received by the JOHNSON COUNTY TAX OFFICE on behalf of GRANDVIEW and assure that such collections are transferred to a financial institution selected by GRANDVIEW as agreed to by and between the parties.
- 5. Issue all tax certificates on property taxes paid or unpaid.
- 6. Provide monthly reports of collections to GRANDVIEW or its representative on or before the 20th day of each month for collections received by the JOHNSON COUNTY TAX OFFICE during the previous month.
- 7. Mail no less than three (3) notices of tax due. The first notice to be mailed October 1st, or as soon thereafter as practical, the second notice to be mailed on or about January 15th, or as soon thereafter as practical and the third to be mailed between March 1st and June 1st.
- 8. Prepare and file all reports with the State Property Tax Board as required.

For the services as provided above, GRANDVIEW will pay to the JOHNSON COUNTY TAX OFFICE the sum of twenty cents (\$.20) per account, to be due and payable to the JOHNSON COUNTY TAX OFFICE on or before the 1st day of December 1982, plus one percent (1%) of all taxes, penalty and interest collected for each month beginning October 1, 1982, to be due an payable monthly on or before the 21st day of each month following the month in which such collections are made.

101

It is agreed by and between GRANDVIEW and the JOHNSON COUNTY TAX OFFICE that the JOHNSON COUNTY TAX OFFICE will, pursuant to Section 31.05 of the State Property Tax Code, give to any person paying his current taxes due to GRANDVIEW a discount, if he pays the tax before January 1st.

The amount of the discount will be as follows:

- (1) Three (3%) percent of the tax due if the tax is paid in October.
- (2) Two percent of the tax due if the tax is paid in November.
- (3) One percent of the tax due if the tax is paid in December.

This Agreement replaces all other agreements or contracts by and between the parties hereto as they pertain to tax collection.

This Agreement is to become effective upon the approval of the CITY OF GRANDVIEW acting by and through its governing body, W.E. CARROLL, Tax-Assessor Collector for Johnson County, Texas, and by the Commissioner's Court of Johnson County, Texas.

This Agreement may be cancelled by either party effective July 31, 1983, by either party giving to the other party a minimum of sixty (60) days prior notice, in writing, sent by Certified Mail, Return Receipt Requested.

This contract is for a one year period to begin on October 1, 1982 and to end on September 30, 1983. This contract may be renewed for successive one year periods by the governing bodies of GRANDVIEW and the JOHNSON COUNTY TAX OFFICE.

All payments made by GRANDVIEW to the JOHNSON COUNTY TAX OFFICE shall be made by GRANDVIEW from current revenue available to GRANDVIEW.

As additional consideration for the City of Grandview entering into this Contract, Johnson County agrees to provide an employee of the Johnson County Tax Assessor-Collector's Office to be available at the City Hall in Grandview, Texas, during its STARTING OCT. I ENDING morning hours on Tuesday through Saturday of each week for the JAN.31 purpose of collecting taxes and selling license plates.

This Agreement is executed on this the 144 day of $June_{-}$, 1982.

CITY OF GRANDVIEW

JOHNSON COUNTY TAX OFFICE

W. E. Carroll, Tax Assessor

County Judge

Commissioner, Precinct #1

Commissioner, Precinct #2

Commissioner, Precinct #4

TAX COLLECTION CONTRACT

STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT is entered into on this the 14th day of June 1982 by and between W.E. CARROLL, Tax-Assessor Collector, for Johnson County, and the COUNTY OF JOHNSON, hereinafter collectively referred to as "JOHNSON COUNTY TAX OFFICE" and the GRANDVIEW INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "GRANDVIEW".

WHEREAS, the JOHNSON COUNTY TAX OFFICE represents that W.E. CARROLL, Tax-Assessor Collector for Johnson County, Texas, is duly licensed as a Certified Tax Collector and that the JOHNSON COUNTY TAX OFFICE has employed personnel who are fully qualified and legally empowered to collect taxes for GRANDVIEW.

WHEREAS, GRANDVIEW desires to contract with the JOHNSON COUNTY TAX OFFICE for the collection of its current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

WHEREAS, the JOHNSON COUNTY TAX OFFICE desires to contract with GRANDVIEW for the collection of GRANDVIEW'S current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations herein expressed the parties agree as follows:

The JOHNSON COUNTY TAX OFFICE agrees to provide to GRANDVIEW the following services:

- 1. Collect all current delinquent taxes beginning on October
- 1, 1982.

- 2. Prepare tax notices and receipts on each parcel of property subject to taxation in GRANDVIEW.
- 3. Mail to each taxpayer or his agent, a notice of tax due on October 1st, or as soon thereafter as practical.
- 4. Make daily deposits of all collections received by the JOHNSON COUNTY TAX OFFICE on behalf of GRANDVIEW and assure that such collections are transferred to a financial institution selected by GRANDVIEW as agreed to by and between the parties.
- 5. Issue all tax certificates on property taxes paid or unpaid.
- 6. Provide monthly reports of collections to GRANDVIEW or its representative on or before the 20th day of each month for collections received by the JOHNSON COUNTY TAX OFFICE during the previous month.
- 7. Mail no less than three (3) notices of tax due. The first notice to be mailed October 1st, or as soon thereafter as practical, the second notice to be mailed on or about January 15th, or as soon thereafter as practical and the third to be mailed between March 1st and June 1st.
- 8. Prepare and file all reports with the State Property Tax Board as required.

For the services as provided above, GRANDVIEW will pay to the JOHNSON COUNTY TAX OFFICE the sum of twenty cents (\$.20) per account, to be due and payable to the JOHNSON COUNTY TAX OFFICE on or before the 1st day of December, 1982, plus one percent (1%) of all taxes, penalty and interest collected for each month beginning October 1, 1982, to be due an payable monthly on or before the 2st day of each month following the month in which such collections are made.

It is agreed by and between GRANDVIEW and the JOHNSON COUNTY TAX OFFICE that the JOHNSON COUNTY TAX OFFICE will, pursuant to Section 31.05 of the State Property Tax Code, give to any person paying his current taxes due to GRANDVIEW a discount, if he pays the tax before January 1st.

The amount of the discount will be as follows:

- (1) Three (3%) percent of the tax due if the tax is paid in October.
- (2) Two percent of the tax due if the tax is paid in November.
- (3) One percent of the tax due if the tax is paid in December.

This Agreement replaces all other agreements or contracts by and between the parties hereto as they pertain to tax collection.

This Agreement is to become effective upon the approval of the GRANDVIEW INDEPENDENT SCHOOL DISTRICT acting by and through its governing body, W.E. CARROLL, Tax-Assessor Collector for Johnson County, Texas, and by the Commissioner's Court of Johnson County, Texas.

This Agreement may be cancelled by either party effective July 31, 1983, by either party giving to the other party a minimum of sixty (60) days prior notice, in writing, sent by Certified Mail, Return Receipt Requested.

This contract is for a one year period to begin on October 1, 1982 and to end on September 30, 1983. This contract may be renewed for successive one year periods by the governing bodies of GRANDVIEW and the JOHNSON COUNTY TAX OFFICE.

All payments made by GRANDVIEW to the JOHNSON COUNTY TAX OFFICE shall be made by GRANDVIEW from current revenue available to GRANDVIEW.

As additional consideration for the Grandview Independent School District entering into this contract, Johnson County agrees to provide an employee of the Johnson County Tax Assessor-Collector's office to be available at the City Hall in Grandview, Texas, during it's morning hours on Tuesday through Saturday of each week starting October 1, and ending January 31 of each year for the purpose of collecting taxes and selling license plates. Be it further agreed that the money collected in Grandview will be deposited each day in the First State Bank of Grandview, and all monies collected by Johnson County shall be transferred to the school's account in their depository within 48 hours.

This Agreement is executed on this the $\frac{14t_{\rm M}}{t_{\rm M}}$ day of $\frac{\sqrt{3}}{t_{\rm M}}$ day of $\frac{\sqrt{3}}{t_{\rm M}}$ 1982.

GRANDVIEW INDEPENDENT SCHOOL DISTRICT

President, Board of School

Trustees, GRANDVIEW

INDEPENDENT SCHOOL DISTRICT

JOHNSON COUNTY TAX OFFICE

W.E. Carroll, Tax-Assessor

Collector

County Junge - From

Commissioner, Precinct #1

Commissioner, Precinct #2

Commissioner, Precinct #3

Commissioner, Precinct #4

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A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to allow Sheriff Huffman to attend the Sheriff's Convention in Abilene on July 26-27, 1982.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to reject both bids previously opened in regular session, in regard to a dump bed.

All voted aye.

10:30 A. M. EXECUTIVE SESSION

COURT RECONVENED AT 10:45 A. M. with all members present.

RESULTS OF EXECUTIVE SESSION.

Commissioners' requested the Sheriff to look into the possibilities of putting a full time deputy at 11:00 o'clock at night on the regular eight-hour shift, and Sheriff Huffman agreed to look into the matter today.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to approve the payment of all monthly bills.

All voted aye.

Judge requested permission to seek an alternative for Rusk Mental Re-evaluation; and have same done locally when possible.

Motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to approve.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the reading of the minutes.

All voted aye.

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

All voted aye.

County Clerk

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

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

- 1. Reading of the Minutes
- 2. Payment of Bills
- X3. Carlton Kennard RE: Cash Register & IBM Equipment for Adult Probation Office
- χ_4 . Appointment of Election Judges for 1982-83
- 75. Payment of \$2,484.83 to Tankersly's Vantage Construction Co.
- Fire damage to County & District Attorneys' Office \$\damage 6. Don McAdams RE: Higher Education Authority
- ★7. Opinion concerning Lace Lane
- 8. Appointment of Commissioner
 - χ 9. Rescheduling of Budget Hearings
- \times 10. Equalize house trailer & home septic tank inspection to \$40.00
- 11. Southwestern Bell Rate Increase Request
- λ 12.Earl Green
- 713. Republican Party Letter
- X14. Texas Department of Human Resources
- ×15.W.E. Carroll ····· Additional Tax Exemptions for County Residents
- X16. Prelimary Plat for Mockingbird Meadows

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

TOMMY ALTARAS County Judge

POSTED: June 25, 1982

9:00 A.M.

Johnson County Courthouse

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STATE OF TEXAS

JULY 1, 1982

COUNTY OF JOHNSON

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

A motion was made by Commissioner Lambert and seconded by Commissioner

Aldridge to authorize payment of \$2,484.83, to Tankersley Vantage Construction Company

for fire damage to the County and District Attorney's Office.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner

Lambert to equalize house trailer and home septic tank inspection fees by raising the

fee from \$15.00 for house trailers to \$40.00 - being the same as home septic tank inspection.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese that septic tank inspections be the same for a mobile or modular home as required for standard housing.

All voted aye.

The Court took under advisement until the July 12, 1982, regular meeting of the Commissioners, a request from Mr. Don McAdams, Southwestern Union College, Keene, for the court to pass an order establishing a Higher Education Authority for Johnson County under Chapter 53, of the Texas Education Code, regarding student loans.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the Preliminary Plat of Mockingbird Meadows Subdivision in Precinct #3 on County Road 532.

All voted aye.

The following letter was read to the court by Judge Altaras from Lowell Stroud, County Republican Chairman, in regard to appointment of Election Judges, and meetings of the Johnson County Election Board, with no action being taken.

Johnson County Republican Party

Cleburne, Texas 76031

P. O. Box 446

June 28, 1982

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

Dear Judge Altaras:

In accordance with Article 3.01 of the Texas Election Code, I am submitting the attached listing of names of qualified voters for consideration by the Commissioners Court in their appointment of Presiding and Alternate Election Judges for the 1982 general election in November.

On May 15, 1982, the Johnson County Republican Farty adopted a resolution that "...the County Commissioners Court be asked that an equal number of Republicans and Democrats be appointed to serve as election judges in the general election in Johnson County." Considering the results of the 1978 and 1980 general elections, the appointment of some Republicans to these positions seems not only "fair" but desirable in a two-party political system.

As a member of the Johnson County Election Board (Article 7.01 of TEC), I would like to be notified of all meetings and correspondence involving this Board.

I would like to attend the meeting of the Commissioners Court at which time the appointment of election judges will be made. Please advise me of the date and time of this meeting.

Yours truly,

Lowell Stroud

Lowell Stroud County Chairman

Copies to: Mr. Joe Townes, County Clerk

Lloyd Reese, B. B. Aldridge, A. J. Lambert, and Billy Roe, Commissioners Wayne Thorburn, Executive Director, State Republican Party

Legal Counsel, Republican Party

NOMINATIONS FOR FLECTION JUDGES, 1982

Precinct	Presiding Judges	Alternate Judges
1	Henry W. Teich, P. O. Box 79, Cresson 396-4462	Beverlee Teich, P. O. Box 79, Cresson 396-4462
2	Ken Elder, Rt. 1, Box 218, Joshua 641-8374	Antonio Morelli, Rt. 1, Box 352-A, Joshua 641-7257
3	Luther H. Wilson, Rt. 1, Box 240, Burleson 295-5474	Charlene Wallace, 132 NW Wanda Way, Burleson 2952144
4	Marie Jackson, 601 NW Newton, Burleson 295-3791	Don Jackson, 601 NW Newton, Burleson 295-3791
5	Faye Mercer, 124 SW Anderson, Burleson, 295-4406	Virginia Welch, 117 Dian, Burleson, 295-5798
6	Autry C. Hodges, 200 N. Clark, Burleson 295-8420	Mrs. F. G. Wyatt, Rt. 2, Box 480 Burleson 295-1361
7	Freda Adams, Rt. 2, Box 57, Burleson, 295-3855	Ruth Gewinner, Rt. 8, Box 480, Burleson 295-3198
8	Richard P. Kimball, Rt. 2, Box 101, Venus 477-3805	Macel F. Kimball, Rt. 2, Box 101, Venus 477-3805
9	None	None
10	Carolyn Gattis, Rt. 3, Box 119, Alvarado 783-3241	Patsy Price, 703 N. Spears, Alvarado 783-2371
11	Pamela Walker, Rt. 5, Box 926, Burleson 295-1734	Margie Steward, Rt. 5, Box 917, Burleson 295-7496
12	Alva F. Lett, Rt. 5, Box 280, Burleson 295-1450	Marjorie Punn, 29 Country Club Dr., Josiua 641-5803
13	Dianna Kirkley, P. O. Box 352, Joshua 641-4513	Evelyn Shilling, 206 Thomas, Joshua 645-5689
14	George A. Brock, P. O. Box 45, Godley 389-2228	Connie Doggett, Rt. 1, Godley 389-3334
15	Robert Matlack, Rt. 3, Box 44, Cleburne 645-0069	None
16	Margaret L. Sears, P. O. Box 734, Cleburne 645-4013	Ruth C. Richerson, 1238 Wedgewood, Cleburne 641-8747
17	Lou Baker, 710 Rose, Cleburne 641-8971	Judy Giddens, 107 West Wilson, Cleburne 641-6104
18	None	None
19	Frank Long, 518 College, Cleburne 645-6066	Brooks Conover, 1101 W. Chambers, Cleburne 645-0248
20	Bobbie Claborn, 732 North Main, Cleburne 641-8791	John D. Claborn, 732 North Main, Cleburne 641-8791
21	None	None
22	Betty Price, P. O. Box 38, Keene 641-7914	None
23	Elton Murdock, Rt. 3, Box 3300, Alvarado 783-2365	Carla Reynolds, Rt. 2, Box 269, Alvarado 783-8360
24	Claudia Brummett, Box 305-308, Alvarado 783-3841	Julianan Cowden, Box 305-308, Alvarado 783-3841
25	None	None
26	Grace Elliott, 406 Island Grove Rd, Grandview 866-3321	Tommy Thompson, 406 Scurlock, Grandview 866-2319
27	Robert L. Wells, Rt. 1, Box 43-B, Grandview 856-2248 .	Kathryn Wells, Rt. 1, Box 43-B, Grandview 866-2248
28	William F. Plies, Rt. 1, Box 675, Cleburne 645-6993	Francine Plies, Rt. 1, Box 675, Cleburne 645-6993
29	Travis Palmer, Rt. 1, Box 310, Rio Vista 645-8360	Barbara Palmer, Rt. 1, Box 310, Rio Vista 645-8360
30	Dale C. Hendricks, 1003 Berkley, Cleburne 641-5123	Hayden Hancock, 1107 Trace, Cleburne 645-8512
31	Bill Grubbs, Rt. 2, Box 90, Cleburne 645-2949	Sheila Grubbs, Rt. 2, Box 90, Cleburne 645-2949

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Λ motion was made by Commissioner Lambert and seconded by Commissioner Reese to reappoint the Election Judges for Voting Precincts for 1982-83, as follows:

ELECTION JUDGES AND POLLING PLACES

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вох	NAME & ADDRESS	PHONE NUMBER	POLLING PLACE
1 2	Vernon C. Carrell Rt. ∦l, Godley Jo Ann Miller Rt. l, Joshua	645-5176	Godley United Methodist Church McPherson House, 402 S. Main, Joshua
3	Diane Autry 132 Suzanne, Burleson	295-4748	Frazier Elementary Burleson
4	Jo Spurlin 632 N.W. Chisolm, Burl	295-5448 .eson	Mound Elementary Burleson
5	C.A. Austin 108 S.E. Tarrant, Burl	295-1594 eson	First Baptist Church Burleson
6	T.J. Bransom 19 Wyche Ct., Burleson	295-1010	First United Methodist Church, Burleson
7	Ethelene Carpenter Rt. 2, 131 Oak Lane, B	295-7471 aurleson	Cana Baptist Church Burleson, Texas
8	Jessie Beckham Rt. 1, Box 1595, Alvar	783-3477	Lillian School
9	·	4) 366-4224	Thompson Baptist Church Venus
10	Virginia Hardee 501 N. Baugh, Alvarado	783-3225	Alvarado High School
11	Hoyte Logan 140 S. Briar Oaks, Bur	295-5509 leson	Briar Oaks Fire Hall Burleson
12	Mrs. Arvell Ross Rt. 2, Joshua	645-0644	Joshua Fire Hall
13	Mildred Fullen Route 2, Box 394, Josh	641-9633 1a	Community Room, First National Bank, Joshua
14	Mrs. J.G. Hardcastle Godley	389-3340	Godley City Hall
15	A.D. Beckner Route 1, Godley	645-6389	Nono Community Center
16	Mrs. R. U. Bell 1214 Briarwood CI	645-39 79 .ebur ne	Civic Center, Cleburne
17	M.W. Mayberry 607 W. Kilpatrick, Cleb	645-3116 ourne	Cooke Elementary School Cleburne
18	Mrs. Jack Cole 310 W. Heard Street, Cl	645-2342 eburne	J.N. Long Elementary School, Cleburne
1 9	Mrs. Grady Meek 211 Forrest, Cleburne	645-2769	Cour thouse Cleburne
20	Voneta Enyer 801 N. Robinson, Clebur	645-7117 ne	Irving Elementary School Cleburne
21	Porter Jones P.O. Box 172, Cleburne	645-7938	Santa Fe School Cleburne
22	Rebecca Gathings Davis Trailer Park-67 We Lot # 7, Cleburne	est	Keene Community Center
23	Mrs. Evelyn Peppers Alvarado	783-2192	Alvarado Methodist Church
24	Mrs. Sarah Tackett Rt. 2, Alvarado	783-2172	Greenfield Church Alvarado
25	Vivian McAlister Venus, Texas	(214) 366-5018	Venus City Hall
26	Helen Berrier Grandview	866-4477	Grandview City Hall
27	Melva Swain Hox B, Grandview	866-3646	Grandview Community Center
28	Virble Lankford Rt. 1, Cleburne	645-4566	Adams Elementary School, Cleburne
29	Andrea Hays Rt. 1, Fox 55 Rio Vista	373-2508	Rio Vista City Hall
30	Mrs. Jack Burton 1211 Loma Alta Cleburne	645-6743	Coleman Elementary
31	L.W. Blackstock Rt. 2, Cleburne	645-4610	Free and Highland Community Center

All voted aye.

Court recessed at 10:05 A. M.

Reconvened in open court at $10:25 \; \text{A. M.}$ with all members of the court present.

W. E. Carroll, Johnson County Tax Assessor-Collector, presented the court with Johnson County proposed taxable value 1982 and Lateral Road Proposed Taxable Value 1982.

W. E. CARROLL

Tax Assessor Collector



July 1, 1982

JOHNSON COUNTY PROPOSED TAXABLE VALUE

1982

This is based on data submitted by the Executive Director of the Johnson County Appraisal District June 25, 1982.

Total Value	\$1,523,944,793
Less estimated adjustments by B of R (2%)	- 30,478,895 * \$1,493,465,898
Exemptions already being granted	
Ag Use	- 140,701,358
Over 65 (3889 HS)	- 23,161,112
Disabled Veteran Exemption (576)	<u>-</u> 1,052,992
	\$1,328,550,436
Proposed Additional Exemptions for 1982	
Regular HS Exemption (13,129)	- 65,645,000 *
Disabled Persons (264) *	- 2,640,000 *
1982 Approx. Net Taxable Value	\$1,260,265,436
* Estimated figures by W. E. Carroll	

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W. E. CARROLL

Tax Assessor Collector

July 1, 1982

LATERAL ROAD PROPOSED TAXABLE VALUE

1982

This is based on data submitted by the Executive Director of the Johnson County Appraisal District June 25, 1982.

Total Value	\$1,523,944,793
Less estimated adjustments by B of R	- 30,478,895
	\$1,493,465,898
Ag Use Exemptions	- 140,701,358
Homestead Exemptions (9240)	- 27,720,000
Over 65 Exemptions (3889)	- 23,161,112
Disabled Veteran Exemption (576)	- 1,052,992
1982 Net Taxable Value	\$1,300,830,436

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to reschedule Budget Hearing for July 13 & 14th, 1982, for Finalization of Budget sessions, and consideration of proposed time for a Public Hearing on the Revenue Sharing Budget.

All voted aye.

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A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to make a part of these minutes, the following "Notice of Prehearing Conference" on July 8, 1982, Southwestern Bell Rate Increase Request.

All voted aye.

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DOCKET NO. 4545

PETITION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR AUTHORITY TO CHANGE RATES

PUBLIC UTILITY CONFISSION

OF TEXAS

NOTICE OF PREHEARING CONFERENCE

On June 21, 1982, Southwestern Bell Telephone Company (SWB) filed an application requesting authority to change certain of its rates statewide. The proposed changes would, according to Bell's projections, generate additional intrastate revenues, including the effect on independent company settlements, of \$471,500,000 annually, or a percentage increase of 13.4 percent over present adjusted revenue levels.

The Commission has jurisdiction over this matter under Sections 16, 18, and 37-47 of the Public Utility Regulatory Act, TEX.REV.CIV.STAT.ANN. art. 1446c (Supp. 1981). Pursuant to Commission Procedural Rules 052.01.00.024(b) and 052.01.00.052, a prehearing conference will be held at the Commission offices, 7800 Shoal Creek Boulevard, Austin, Texas, beginning at 10:00 a.m. on Thursday, July B, 1982. The scope of the conference shall include consideration of whether to suspend the effective date of the proposed rate changes, consideration of motions to intervene, the alignment and grouping of parties, the determination of a procedural timetable to govern the proceedings herein during the pendency of this docket, consideration of the protective order proposed by SWB, and such other procedural matters as the Examiners shall in their discretion decide to consider. Motions to intervene shall be filed with this Commission on or before Thursday, July 1, 1982. Any motion to intervene filed after said July 1 deadline should contain an allegation stating good cause for such late filing. Protests shall be filed with the Commission on or before Thursday, August 5, 1982.

Pursuant to Section 43(c) of the above-cited statute, and under the terms of Commission Procedural Rule 052.01.00.043(a)(2)(B), Bell is hereby directed to provide a copy of this notice to the Commissioners Court of each county in which any proposed rate changes would take effect, as well as to each affected municipality.

ENTERED AT AUSTIN, TEXAS, on this the 2/2 day of June, 1982.

PUBLIC HITLLITY COMMISSION OF TEXAS

ANTEN A

RHONDA COLBERT RYA

1

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to authorize the County Auditor to advertise for bids on two (2) short-wave car radios for the Juvenile Probation Department and to purchase same if the money is available through the Juvenile Probation Department.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner

Lambert to make a part of these minutes the following Affidavit of Publication

Johnson County Notice of Intention to issue Certificates of Obligation in the amount of \$750,000.00.

All voted aye.

1:7

THE STATE OF TEXAS
COUNTY OF JOHNSON

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of the Times-Review, which is a newspaper of general circulation in the above named County; and that a true and correct copy of the NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, a clipping of which is attached to this Affidavit, was published in said Newspaper on the following dates:

JOHNSON COUNTY
NOTICE OF INTENTION
TO ISSUE
CERTIFICATES
OF OBLIGATION

The County of Johnson does hereby give notice of intention to issue Certificates of Obligation, Series 1982, in the maximum principal amount not to exceed \$750,000 for the purpose of! providing \$700,000 for paying all or a portion of the County's contractual obligations for the purpose of constructing and equipping a county jail, and for paying lega!, fiscal and arnection with this project, and for the purpose of providing \$50,000 for paying all or a portion of the County's contractual obligations for the purchase of land, with existing building, for a juvenile center with administrative offices, and to pay legal and fiscal fees in connection with this property 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. The Commissioners Court proposes to authorize the issuance of such Certificates of Obligation, Series 1982, at 1:30 p.m., on July 12, 1989, at a Regular Term, at the County Courthouse, Com-Courtroom, missioners

Tommy Altaras, County Judge June 14, 21

Cleburne, Texas.

<u>June 14</u>, 1982

June 21 , 1982

Authorized Officer or Employee

chitectural fees in con- D SWORN TO BEFORE ME on the 2th day of

Notary Public

1:8

THE STATE OF TEXAS COUNTY OF JOHNSON

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of the Times-Review , which is a newspaper of general circulation in the above named County; and that a true and correct copy of the NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, a clipping of which is attached to this Affidavit, was published in said Newspaper on the following dates:

JOHNSON COUNTY NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

The County of Johnson does

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> Tommy Allaras, County Judge

June 14, 21

June 14 , 1982

June 21 , 1982

chitectural fees in connection with this project, and ND SWORN TO BEFORE ME on the 24th day of

Notary Public

THE STATE OF TEXAS COUNTY OF JOHNSON

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of the <u>mimes-Review</u>, which is a newspaper of general circulation in the above named County; and that a true and correct copy of the NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, a clipping of which is attached to this Affidavit, was published in said Newspaper on the following dates:

JOHNSON COUNTY NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION The County of Johnson does

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Tommy Altaras, County Judge June 14, 21

June 14 , 1982 June 21

1982

Notary Public

THE STATE OF TEXAS
COUNTY OF JOHNSON

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of the Times-REview, which is a newspaper of general circulation in the above named County; and that a true and correct copy of the NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, a clipping of which is attached to this Affidavit, was published in said Newspaper on the following dates:

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Tommy Altaras, County Judge June 14, 21

missioners Courtroom,

Cleburne, Texas.

June 14 , 1982

Authorized Officer or Employee

nection with this project, and AND SWORN TO BEFORE ME on the 24th day of

Notary Public

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the County Auditor to advertise for bids on the purchase of an I.B.M. Cash Register, and a lease purchase on a Computer for the Adult Probation Department.

All voted aye.

County Attorney's opinion on the maintenance of Lace Lane by Johnson County.



JOHNSON COUNTY

COURTHOUSE

P.O. BOX 614

CLEBURNE, TEXAS 76031 817 645-8895

June 19, 1982

Hon. Towny Altaras County Judge Johnson County 3rd Floor Johnson County Counthouse Cleburne, Texas 76031

RE: Opinion request June 14, 1982

Dear Judge Altaras:

With reference to your opinion request of June 14, 1982, I have researched the law relating to it. As I understand the problem presented, Mr. Lace had made a formal dedication of the road in question to the County in the year of 1973. Within twelve months thereafter the County began to maintain the roadway and maintained it consistently from 1973 until 1981, when Mr. Lambert, the present Commissioner, discovered that the roadway had never been formerly accepted by the County as a county roadway. Based on the above set of facts, I have done considerable research on this particular question and it is my opinion that the County accepted the dedication when it maintained the roadway from the period from 1973 to 1981.

It is therefore my opinion that Lace Lane is now a County road and may be properly maintained by the County Commissioner for the precinct in which it is located. This opinion is based on Eastex Wildlife Conservation Association vs Jasper, Etc. 450 SW2904, in the cases cited therein specifically included in the case of Ramthun vs Halfman, 58Tex551. The Ramthun case cited above speaks of the essential requisites of the establishments of a public roadway by dedication and says:

"An intent to dedicate the land for the purpose of a highway by the owner must be shown by his act of dedication; such act of dedication should clearly and unmistakably show that he intended to dedicate the land absolutely and irrevocabley there of the public."

It is apparent in this case that Mr. Lacy intended to dedicate the property known as Lace Lane to the public for use as a highway.

The question that then arises is whether or not the roadway has been accepted by the public as noted at 28 TJ² page 48, to constitute a valid dedication insofar as the public is concerned there must be acceptance by the proper local authorities or by general public user. The case of Guilder vs Brenham, 3SW309, states the proposition that acceptance by the proper local authority may be by implication and specifically states in finding that there was not an acceptance by implication in that case, that the strip in controversy was never worked or repaired by the City. This leaves a clear implication that a proper dedication of the property in question along with an acceptance by repair and working of the roadway would constitute sufficient dedication and acceptance to establishing a County roadway.

County Attorney

DMB/bcw

cc: Commissioners County Auditor

A motion was made by Commissioner Lambert and seconded by Commissioner

Aldridge to approve the Deputation of Jackie G. Ives, Reserve Deputy Sheriff.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to authorize the County Clerk to take necessary measures to prepare for the Justice of the Peace, PRECINCT No. 3, Bingo Election, to be held on August 14th, 1982, and to hold the election in each of the Precinct Election Boxes: 7, 8, 9, 10, 11 & 23.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese that the court consider the request of Mr. James M. Miles to obtain County Health approval of four (4) Mobile homes per lot, using two (2) septic tanks with 300' lateral line per lot, when Mr. Miles presents the court with a perculation test.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner
Aldridge to close the east 300' of County Road 318 at its intersection with County Road
413, subject to obtaining affidavits to close said portion of the road.

All voted aye.

1:4

A motion was made by Commissioner Reese and seconded by Commissioner $\sqrt{}$ Aldridge 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 approve the reading of previous minutes, as read by the County Clerk.

All voted aye.

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

All voted aye.

COUNTY CLERK

COUNTY JUDGE

...0000000...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

JULY 12, 1982 - 9:00 A.M.

- 1. Reading of the Minutes
- 2. Payment of Bills
- 3. Don McAdams Re: Higher Education Authority
- 4. Request To Acquire Water Easement
- 5. "Consider The Passage Of An Order Authorizing The Issuance Of 750,000 Certificates Of Obligation".
- 6. Repair Of Handicap Ramp To Courthouse
- 7. Executive Session With Sheriff Huffman

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

TOMMY ALTAKAS COUNTY JUDGE

POSTED:

July 8, 1982

9:00 A.M.

Johnson County Courthouse

STATE OF TEXAS

JULY 12, 1982

COUNTY OF JOHNSON

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

Oath of Office administered to .Billy F. Roe, appointee Johnson County Commissioner Precinct No. 1, by County Judge, Tommy Altaras.

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, BILLY F. ROE	, do solemnly swear (or affirm) that I will faithfully
execute the duties of the office ofJOHNSON_CO	OMMISSIONER, PRECINCT #1
and laws of the United States and of this State; are have not directly nor indirectly paid, offered, or protribute any money, or valuable thing, or promised the giving or withholding a vote at the election as swear (or affirm) that I will not be, directly or in against the County, except such warrants as may	bility preserve, protect, and defend the Constitution and I furthermore solemnly swear (or affirm) that I comised to pay, contributed, nor promised to conditional any public office or employment, as a reward for the which I was elected; and I furthermore solemnly addrectly, interested in any contract with or claim issue to me as fees of office. So help me God.
Sworn to and subscribed before me at Clei	ourne , Texas, this 12th day
of <u>July</u> , 19 <u>82</u>	Tommey Alfans
SEAL	Johnson County, Texas

A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to approve Quarterly Report of Steve Curler, Constable of Precinct No. 2, and to approve his request to attend the Texas Association of Counties Conference to be held in Austin, Texas, August 18 thru 20th, 1982.

All voted aye.

STEVE CURLEE

Constable Precinct #2 - Johnson County

QUARTERLY REPORT

April 1, 1982 - June 30, 1982

CALLS MADE:

- 1 Civil Disturbance
- 1 Disorderly Conduct
- l Missing Person
- 1 False Ambulance Call
- 4 Erratic Driving of Motorcycle
- 1 Emergency Industrial Accident
- 4 Public Intoxication Arrest made
- 1 Burglary Assisted S.O. in investigation & serving of warrants case cleared

NUMBER OF PAPERS SERVED FROM J.P. COURT - 15

NUMBER OF PAPERS ATTEMPTED, UNABLE TO SERVE - 5

Worked Joshua Street Dance - volunteered

34 hours spent in office in sub-courthouse

1,500 miles driven on duty & patrol in Precinct 2

\$130.00 submitted to Johnson County Treasurer, excluding fines

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to order a survey made showing the metes and bounds description of the 30' easement in Ridgecrest Subdivision, as requested by Mr. J. C. Williams, to acquire water easement, and to request the County Attorney to furnish the court with the proper procedure necessary to grant said easement.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to authorize the expenditures of \$400.00 for the Counties cost to install an emergency change-over relay at the K. C. L. E. Communications tower, as outlined in the attached letter.



July 12, 1982

Commissioner's Court
Johnson County

Gentlemen:

From time, there will be electrical failures of one kind or another at the KCLE transmitter site.

Such failures will cause the cut-off of all power to the transmitter, and to all equipment in it.

Of course, the Sheriff's Department already has a stand-by generator to serve in this capacity, but we feel we have arrived at a long-term alternative which is very efficient in regard to cost and power: a change-over relay that connects the transmitter to another leg of power.

This new leg is located at George Marti's home, immediately next door to the transmitter, and is on a totally different line than the one that feeds the transmitter.

The istallation of this change-over relay is being borne equally by Motorola and Page-A-Fone, and we ask the County to pick up its share.

Your portion of the installation of this equipment will be \$400.

Of course, you are aware that KCLE provides the County with Power, tower space and room inside the building all at no cost, whereas the other two companies and paying anywhere from \$1,000 to \$1,500 per year their space and power.

We at KCLE appreciate your immediate consideration in this matter.

Sincerely yours,

Chief Engineer

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to approve the Higher Education Authority for the acquisition of student loan notes -

1

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF

I, the undersigned, County Clerk and Ex-officio Clerk
of the Commissioners' Court of Johnson County, Texas, DO
HEREBY CERTIFY that the foregoing is a true and correct
copy of an order relating to Higher Education Authorities
established under Chapter 53 of the Texas Education Code, passed
and adopted by the Commissioners' Court ofCounty
Texas, on the 12th day of July , 1984, and which
order appears of record in the Minutes of said Court.
I FURTHER CERTIFY that the said order was passed at a
meeting open to the public and notice of such meeting was given
in advance thereof in such manner as to be in compliance with
the provisions of Article 6252-17, Section 3A, V.A.T.C.S.
WITNESS MY HAND AND SEAL OF SAID COURT, this the 12th
day of, 1982.
•
County Clerk and Ex-officio Clerk of the Commissioners' Court of

(Com. Crt. Seal)

130

MINUTES PERTAINING TO THE PASSAGE AND ADOPTION OF AN ORDER RELATING TO NON-PROFIT CORPORATIONS TO OPERATE IN COUNTY TEXAS

THE STATE OF TEXAS

COUNTY OF

ON THIS, the 12th day of July, 1982, the Commissioners' Court of Johnson County, Texas, convened in Regular session at the regular meeting place thereof in the Courthouse, the meeting being open to the public and notice of said meeting, giving the date, hour, place and subject thereof, having been given as prescribed by Article 6252-17, Section 3A, V.A.T.C.S.,

the following memebers being present and in attendance, to wit:

COUNTY JUDGE

COMMISSIONER, PRECINCT NO. COMMISSIONER, PRECINCT NO. COMMISSIONER, PRECINCT NO. COMMISSIONER, PRECINCT NO.

and with the following absent: None constituting a quorum; and among other business considered at said meeting, an order was presented to the Court for passage and adoption, such order being entitled as follows:

"AN ORDER by the Commissioners' Court of Johnson County,
Texas, relating to Higher Education Authorities
established under Chapter 53 of the Texas Education
Code and requesting that such corporations proceed
with the acquisition of student loan notes."

The order was read in full. Thereupon, Commissioner Loyd Reese moved its adoption, and the motion was seconded by Commissioner A. J. Lambert. The motion carrying with it the adoption of the order prevailed by the following vote:

AYES: 4

NOES: 0

The Presiding Officer then announced that the order had been passed and adopted and requested the County Clerk to record the order in the Minutes of the Commissioners' Court.

MINUTES APPROVED, this the 12th day of July

1982.

Tommy Altaras (County Judge, Johnson

on County Texas

ATTEST: L. Townes

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 a Higher Education Authority established under Chapter 53 of the Texas Education Code and requesting that such corporation proceed with the acquisition of student loan notes.

WHEREAS, the City of Commerce, Texas, has heretofore requested that certain individuals organize or reorganize a non-profit corporation to be operated exclusively for the purpose of acquiring student loan notes and proposes to utilize bond proceeds to purchase student loan notes of students who are or have been enrolled for post secondary education at the college or university level in those Counties where the Corporation has been requested to exercise its powers by the Commissioners' Court of such County; and

WHEREAS, it is imperative that the individuals have an opportunity to further their education at the college or university level if such individuals are willing to assume the undertaking and the responsibility thereof, including the obligation to pay the cost of such education in later years as permitted by law; and the proposed financing by the Corporation will have the effect of making such loans available to worthy students; and

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

SECTION 1: That the loan program to be undertaken by a non-profit corporation at the request of the City of Commerce, Texas, pursuant to Section 53.47 of the Texas Education Code, as described in the preamble hereof is hereby approved.

SECTION 2: The non-profit corporation to be organized or reorganized at the request of the said City is requested to exercise its powers to acquire student loan notes incurred under the Higher Education Act of 1965, as amended, or guaranteed by the Texas Guaranteed Student Loan Corporation (or other Guaranty Agency) by acquiring the notes executed by persons who at the time of the making of such notes reside within this County or attend a post secondary school at the college or university level within this County.

SECTION 3: The approval herein made is for the purpose of permitting such Authority to operate and function in this County. No pecuniary liability of any type is assumed by the County by the adoption of this order.

PASSED AND APPROVED, this the 12th day of July 1982..

> Tommy Altaras County Judge, __Johnson

Joe L. Townes

County Clerk and Ex-officio Clerk of the Commissioners' Court

Johnson County, Texas

5. . .

(Com. Crt. Seal)

All voted aye.

Commissioner B. B. Aldridge is to get the opinion of the County Attorney on the request of Glen Faver to re-open County Road #302.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to advertise for bids on a mobile radio unit for the Constable of Precinct No. 4.

All voted aye.

A motion was made by Commissioner Lambert 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 Lambert and seconded by Commissioner Reese to approve minutes, as read by the County Clerk, and to correct these by adding 500 gallon tanks on the question of mobile home lots to serve four mobile homes per lot, as requested by Mr. J. M. Miles.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner

Lambert to approve County Treasurer's Quarterly Report, from 4-1-82 through 6-30-82.

All voted aye.

The request of Mr. J. M. Miles for septic tank approval was passed until Commissioner Billy Roe, Precinct No. 1, makes an on-sight inspection.

102

SZURGOT & ASSOCIATES

P.O. BOX 545 BURLESON, TEXAS 76028 PHONE 295-4891 Test No._ Date: 7-10-82 SOIL PERCOLATION TEST _____Phone 641-9720 A. Client Mr. J.M. Miles Rt. 2, Box 72-A-B Street Address Texas 76031 Cleburne City___ B. Property Description Survey 9.643 acres, Jackson County School Land Survey Johnson Texas County State Additional Information West of Lake Pat Cleburne, South of St. Hwy. 67 on FM 1434 C. Site Information Is Drainage Easement or Ditch on Lot (s)? Is there a upper Water Shed? Does Lot (s) have a nearby Stream or Water Improvement Yes___No_X Is there a Water Well in the Area? Yes No X
Comments Holes 1,2 and 3; 0' - 2' Black Clay with Limestone Rocks, 2'-12' Weathered Limestone Rocks; Lateral line trenches should not exceed 18" in depth to prevent seepage into underground water supply. D. Test Data Hole No. Percolation Rate Sketch 24" deep 0.18 min/in2. 24" deep 0.26 min/in 24" deep 0.31 min/in SEE ATTACHED SKETCH

Evidence of Groung Water? YesNo_x	Sylvania
Test Engineer Barney Ballard, P.E.	() A salland

It should be understood that the Test Data and results given in this report do not cover the installation of the individual septic tank systems. The design, construction, and installation of each system should be based upon the specific conditions affecting each building plot.

Court recessed at 10:30 .A. M.

Court reconvened in open court at $1:25\ P.\ M.$ with all members of the court present.

Å motion was made by Commissioner Lambert and seconded by Commissioner Reese authorizing the issuance of Certificates of Obligation in the amount of \$750,000.00. This authorization subject to the following:

- 1. Approval by the Jail Standards Commission.
- 2. Approval by the Attorney General of Texas.

CERTIFICATE FOR ORDER

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 12TH DAY OF JULY, 1982, at the County Courthouse, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Tommy Altaras, County Judge Joe L. Townes, County Clerk Vacancy Buly F. Ros A. J. Lambert Loyd Reese 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 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's minutes of said Term; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's 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; 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 12th day of July, 1982.

Joe L. Towner

County Judge

(COMMISSIONERS COURT SEAL)

ORDINANCE AUTHORIZING THE ISSUANCE OF CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS
COUNTY OF JOHNSON

WHEREAS, the Commissioners Court deems it advisable to issue Certificates of Obligation in the amount of \$750,000 for the purpose of providing \$700,000 for paying all or a portion of the County's contractual obligations for constructing and equipping a county jail, and to pay legal, fiscal and architectural fees in connection with this project, and for the purpose of providing \$50,000 for paying all or a portion of the County's contractual obligations for the purchase of land, with existing building, for a juvenile center with administrative offices, and to pay 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 for cash pursuant to Article 2368a.1, V.A.T.C.S.; and

WHEREAS, the Commissioners Court has heretofore, on the lst day of June, 1982, passed an ordinance 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 <u>Times - Review</u>, which is a newspaper of general circulation in said County, in its issues of June 14, 1982 and June 21, 1982; and

WHEREAS, the County received no petition from the qualified electors of the County protesting the issuance of such Certificates of Obligation.

WHEREAS, it is considered to be to the best interest of the County that said interest bearing Certificates of Obligation of even denominations in the amount of \$5,000 to be issued; and

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JOHNSON COUNTY:

- l. That the County's Certificates of Obligation, to be called the "JOHNSON COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1982" shall be issued under and by virtue of the Constitution and laws of the State of Texas, for the purpose of providing \$700,000 for paying all or a portion of the County's contractual obligations for constructing and equipping a county jail, and to pay legal, fiscal and architectural fees in connection with this project, and for the purpose of providing \$50,000 for paying all or a portion of the County's contractual obligations for the purchase of land, with existing building, for a juvenile center with administrative offices, and to pay legal and fiscal fees in connection with this project.
- 2. That said Certificates of Obligation shall be dated August 1, 1982, shall be numbered consecutively from one upward, shall be in the denomination of \$5,000 each, aggregating \$750,000, shall become due and payable on August 1 of each of the years as follows:

YEARS	AMOUNTS
1983 1984 1985 1986 1987	\$100,000 100,000 150,000 150,000
	· •

3. That the Certificates of Obligation scheduled to mature during the years, respectively, set forth below shall bear interest at the following rates per annum:

maturity 1983, 10.50 % maturity 1984, 11.00 % maturity 1985, 11.00 % maturity 1986, 11.00 % maturity 1987, 11.00 %

Said interest shall be evidenced by interest coupons which shall appertain to said Certificates of Obligation, and which shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

- 4. That said Certificates of Obligation 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 Ordinance.
- 5. That the form of said Certificates of Obligation, 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, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 1982

ON AUGUST 1, 19__, JOHNSON COUNTY, IN THE 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 __% per annum, evidenced by interest coupons payable on February 1, 1983, and semiannually thereafter, while this Certificate is outstanding.

THE PRINCIPAL of this Certificate of Obligation 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 of Obligation or proper interest coupons at the following, which shall constitute and be defined as the "Paying Agent" for this Series of Certificates:

FIRST NATIONAL BANK IN CLEBURNE

THIS CERTIFICATE OF OBLIGATION is one of a series dated as of August 1, 1982, issued in the principal amount of \$750,000 for the purpose of providing \$700,000 for paying all or a portion of the County's contractual obligations for constructing and equipping a county jail, and to pay legal, fiscal and architectural fees in connection with this project, and for the purpose of providing \$50,000 for paying

all or a portion of the County's contractual obligations for the purchase of land, with existing building, for a juvenile center with administrative offices, and to pay legal and fiscal fees in connection with this project.

ON AUGUST 1, 1985, any outstanding Certificates of Obligation of this Series may be redeemed prior to their scheduled maturities, at the option of said City, in whole or in part, 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 City shall cause a written notice of such redemption to be published at least once in a financial publication published in the City of New York, N. Y., or the Texas Bond Reporter published in Austin, Texas. 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 of Obligation which are to be so redeemed and accrued interest thereon to the date fixed for redemption. If such written notice of redemption is published and if due provision for such payment is made, all as provided above, the Certificates of Obligation 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 of Obligation 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 of Obligation have been performed, existed and been done in accordance with law; that this Certificate of Obligation 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 of Obligation, 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 and countersigned with the facsimile signature of the County Clerk, and this Certificate has been registered with the facsimile signature of the County Treasurer, and the official seal of the Commissioners Court of said County has been duly impressed, or placed in facsimile on this Certificate.

xxxxxxxxxxxCounty ClerkCounty Judge

REGISTERED:

XXXXX 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

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JOHNSON COUNTY, IN THE 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 of Obligation to which the interest coupon appertains, upon presentation and surrender of this interest coupon, at

FIRST NATIONAL BONK IN CLEBURNE

Said amount being interest due that day on the Certificate of Obligation bearing the number hereinafter designated, of that issue of JOHNSON COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 1982, dated August 1, 1982. Certificate of Obligation No. _____.

xxxxx xxxx xxxx County Clerk County Judge

- 6. That a special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the 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 of Obligation. All ad valorem taxes levied and collected for and on account of said Certificates of Obligation shall be deposited, as collected, to the credit of said Interest and Sinking Fund. The Commissioners Court shall adopt an Order during a regular term of Court on August 9, 1982, levying a tax for the payment of principal and interest on the proposed Certificates of Obligation.
- 7. That the County Judge and the 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 ample time to pay such items of principal and interest.
- 8. That the County Judge of said County is hereby authorized to have control of said Certificates of Obligation and all necessary records and proceedings pertaining to said Certificates of Obligation 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 of Obligation, and the seal of said Comptroller shall be impressed or placed in facsimile, on each of said Certificates of Obligation.

- That the County covenants to and with the purchasers of the Certificates of Obligation that it will make no use of the proceeds of the Certificates of Obligation at any time throughout the term of this issue of Certificates of Obligation which, if such use had been reasonably expected on the date of delivery of the Certificates of Obligation to and payment for the Certificates of Obligation by the purchasers, would have caused the Certificates of Obligation to be arbitrage bonds within the meaning of Section 103(c) 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(c) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The County further covenants that the proceeds of the Certificates of Obligation will not otherwise be used directly or indirectly so as to cause all or any part of the Certificates of Obligation to be or become arbitrage bonds within the meaning of the aforesaid Section 103(c), or any regulations or rulings pertaining thereto.
- 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 proposed Certificates of Obligation 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., Article 6252-17.
- 11. That said Certificates of Obligation are hereby sold and shall be delivered to the FIRST NATIONAL BANK IN CASSUMPT for cash for the par value thereof and accrued interest thereon to the date of delivery.

All voted ave.

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AND THE PROPERTY OF A STATE OF STATE OF

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to accept the contract with the First National Bank, Cleburne, Texas, as the paying agent on the \$750,000.00 Certificates of Obligation. Offer open to the court until September 15, 1982. (Contract attached).

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HONORABLE JUDGE TOMMY ALTARAS COMMISSIONERS COURT OF JOHNSON COUNTY JOHNSON COUNTY COURTHOUSE CLEBURNE, TEXAS 76031

GENTLEMEN:

IT IS OUR UNDERSTANDING THAT ON JULY 12, 1982, THE COURT WILL CONSIDER THE ISSUANCE OF \$750,000 CERTIFICATES OF OBLIGATION FOR CASH, TO ENABLE THE COUNTY TO AWARD A CONTRACT FOR IMPROVEMENTS TO COUNTY JAIL FACILITIES.

FOR YOUR LEGALLY ISSUED \$750,000 CERTIFICATES OF OBLIGATION WE WILL PAY YOU PAR AND ACCRUED INTEREST FROM DATE OF ISSUE (AUGUST 1, 1982) TO DATE OF DELIVERY TO US, TO MATURE AND BEAR INTEREST AS FOLLOWS:

AMOUNT	MATURITY	INTEREST "
\$100,000	8-1-83	10.5%
\$100,000	8-1-84	11.0%
\$150,000	8-1-85	11.0%
\$150,000	8-1-86 ****	11.0%
\$250.000	8-1-87 ***	11.0% ***

 st Interest payable semi-annually on February 1, and august 1, of each year commencing February 1, 1983.

PAYING	ACENIT	First National Bank in Cleburne
LVITIAG	AGEINI.	

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 MC CALL, PARKHURST & HORTON, A FIRM OF RECOGNIZED MUNICIPAL BOND ATTORNEYS. WE AGREE TO ACCEPT DELIVERY AND MAKE PAYMENT AT THE FIRST CITY NATIONAL BANK OF AUSTIN, AUSTIN, TEXAS, WITHIN SEVEN (7) CALENDAR DAYS AFTER RECEIVING NOTICE THAT SAID CERTIFICATES OF OBLIGATION ARE AVAILABLE.

THE COUNTY RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM THE BONDS MATURING AUGUST 1, 1986 AND AUGUST 1, 1987, IN WHOLE, OR IN PART IN INVERSE NUMERICAL ORDER, ON AUGUST 1, 1985, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, AT A PRICE OF THE PAR VALUE THEREOF PLUS ACCRUED INTEREST TO THE DATE FIXED FOR REDEMPTION.

	THIS OFFER (IN DUP	LICATE) IS FOR	R ACCEPTANCE OR REJECTION ON JULY 12, 1982.
***	Overall effective	rate: 10.98%	
			First National Bank, in Glebythe
			BY John Kelly She Willy St
			Senior Vice President
			Title

ACCEPTED BY RESOLUTION OF THE JOHNSON COUNTY COMMISSIONERS COURT, JULY 12, 1982.

COUNTY JUDGE OF JOHNSON COUNTY

ATTEST:

COUNTY CLERK OF JOHNSON COUNTY

SEAL

All voted aye.

 $\label{eq:Amotion was made} \mbox{ A motion was made by Commissioner Aldridge and seconded by Commissioner} \\ \mbox{Reese to adjourn.}$

All voted aye.

COUNTY CLERK

COUNTY JUDGE

...0000000...

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE AUGUST 2, 1982 - 9:00 A.M.

- l. Reading of the Minutes
- 2. Payment of Bills
- √₃. Ratification With Fullcourt of Contract With Reis & Associates
- $\sqrt{4}$. Approval of Revised Jail Addition Plans
- √5. Appointment of Fire Commissioner
- --- 6. Discussion of Setting Tax Rate
- Consider The Passage Of An Order For \$750,000.00 Certificates __ 7. Of Obligation
 - J₈. J.L. Miles....Septic Tanks
 - √9. Sheriff Huffman....Deputation
- $\sqrt{10}$. Advertise for Bids For Handicap Entrance To Recess Northside
- √11. Dan Boulware....Payment of Certain Out of State Witnesses
- - 12. Jeneva Tate.... Approve Plat to James Kemp Estates Addition
- -13. Commissioners Approval of Jail Addition (see itmy)
- Plat..Tri Country Properties, Inc., Kathy Herriage-Larry Teague (Fishermans Paradise)
- **1**5. Transfer One Car From Sheriff Dept. To Juvenile Probation
- √16. Tax Collection Contract
- $\sqrt{17}$. Payment of Market Square Bills
- \/18. Opening Bid for Computor for Adult Probation

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

County Judge

POSTED: JULY 29, 1982

9:00 A.M.

JOHNSON COUNTY COURTHOUSE

STATE OF TEXAS

:

County Judge and Joe L. Townes, County Clerk.

AUGUST 2, 1982

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COUNTY OF JOHNSON

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

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge v to approve revised jail addition plans, as approved by the Jail Standards Commission.

All voted aye.

TEXAS COMMISSION ON JAIL STANDARDS



COMMISSION MEMBERS

Andy J. McMullen, Chairman, Hamilton Robert J. Uhr, Vice-Chairman, New Braunfels Hanes H. Brindley, M.D., Temple Judge Albert Bustamante, San Antonio Gayle R. Carden, Greenville Sheriff Jack Heard, Houston Mrs. William R. Cree, Abilene Ronald L. Ramey, Houston Sheriff Dallas Smith, Milland

EXECUTIVE DIRECTOR

Robert O Vilerna

July 28, 1982

The Honorable Tom Altaras County Judge, Johnson County County Courthouse Cleburne, Texas 76031

Deare Judge Altaras:

Reference your proposal to add additional inmate living capacity at the Johnson County Jail.

Review of the proposal indicates compliance with minimum jail standards. You are authorized to proceed to design development.

Sincerely,

ROV:nb

Rebert O. Litera Robert O. Viterna Executive Director

cc: Sheriff Stuart Huffman R. A. Reis & Associates, Inc. Inspector Dearing

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A motion was made by Commissioner Aldridge and seconded by Commissioner

Lambert to ratify the contract with Reis and Associates for construction of the Johnson

County Jail Addition.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the deputation of George A. Bolling and Daniel Carl Alsup, as reserve deputies, effective July 6, 1982.

All voted aye.

The court approved the request of the Juvenile Department to have the Sheriff's Department van transferred to them for use during the day, except the days that the Sheriff's Department is transporting prisioners.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to approve the following Tax Collection Contract between Johnson County and the City of Joshua.

<u>---</u>

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TAX COLLECTION CONTRACT

STATE OF TEXAS
COUNTY OF JOHNSON

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT is entered into on this the 2 day of August, 1982 by and between W. E. Carroll, Tax-Assessor Collector, for Johnson County, and the COUNTY OF JOHNSON, hereinafter collectively referred to as "JOHNSON COUNTY TAX OFFICE" and the CITY OF JOSHUA, hereinafter referred to as "JOSHUA".

WHEREAS, the JOHNSON COUNTY TAX OFFICE represents that W. E. CARROLL, Tax-Assessor Collector for Johnson County, Texas, is duly licensed as a Certified Tax Collector and that the JOHNSON COUNTY TAX OFFICE has employed personnel who are fully qualified and legally empowered to collect taxes for JOSHUA.

WHEREAS, JOSHUA desires to contract with the JOHNSON COUNTY TAX OFFICE for the collection of its current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

WHEREAS, the JOHNSON COUNTY TAX OFFICE desires to contract with JOSHUA for the collection of JOSHUA'S current and delinquent taxes as authorized by Section 6.24 of the State Property Tax Code and the Interlocal Cooperation Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations herein expressed the parties agree as follows:

The JOHNSON COUNTY TAX OFFICE agrees to provide to JOSHUA the following services:

- 1. Collect all current delinquent taxes beginning on October1, 1982.
- Prepare tax notices and receipts on each parcel of property subject to taxation in JOSHUA.
- 3. Mail to each taxpayer or his agent, a notice of tax due on October lst, or as soon thereafter as practical.

- 4. Make daily deposits of all collections received by the JOHNSON

 COUNTY TAX OFFICE on behalf of JOSHUA and assure that such collections are transferred to a financial institution selected by

 JOSHUA as agreed to by and between the parties.
- 5. Issue all tax certificates on property taxes paid or unpaid.
- 6. Provide monthly reports of collections to JOSHUA or its representative on or before the 20th day of each month for collections received by the JOHNSON COUNTY TAX OFFICE during the previous month.
- 7. Mail no less than three (3) notices of tax due. The first notice to be mailed October 1st, or as soon thereafter as practical, and the second notice to be mailed on or about January 15th, or as soon thereafter as practical and the third to be mailed between March 1st and June 1st.
- 8. Prepare and file all reports with the State Property Tax Board as required.

For the services as provided above, JOSHUA will pay to the JOHNSON COUNTY TAX OFFICE the sum of twenty cents (\$.20) per account, to be due and payable to the JOHNSON COUNTY TAX OFFICE on or before the 1st day of December, 1982, plus one percent (1%) of all taxes, penalty and interest collected for each month beginning October 1, 1982, to be due and payable monthly on or before the 21st day of each month following the month in which such collections are made.

This Agreement replaces all other agreements or contracts by and between the parties hereto as they pertain to tax collection.

This Agreement is to become effective upon the approval of the CITY OF JOSHUA acting by and through its governing body, W. E. CARROLL, Tax-Assessor Collector for Johnson County, Texas, and by the Commissioner's Court of Johnson County, Texas.

This Agreement may be cancelled by either party effective July 31, 1983, by either party giving to the other party a minimum of sixty (60) days prior notice, in writing, sent by Certified Mail, Return Receipt Requested.

This contract is for a one year period to begin on October 1, 1982, and to end on September 30, 1983. This contract may be renewed for successive one year periods by the governing bodies of JOSHUA and the JOHNSON COUNTY TAX OFFICE.

All payments made by JOSHUA to the JOHNSON COUNTY TAX OFFICE shall be made by JOSHUA from current revenue available to JOSHUA. \sim

This Agreement is executed on this the 29day of Muly

1982.

CITY OF JOSHUA

JOHNSON COUNTY TAX OFFICE

W./ E. Carroll, Tax-Assessor

Collector

OMMY County Judge

Commissioner, Precinct #1

Commissioner, Precinct #2

Commissioner, Precinct #3

Commissioner, Precinct #4

All voted aye.

Page -3-

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to appoint F. B. Miller, Jr., Route 1, Joshua, Commissioner of the Johnson County Rural .Fire Commission, effective August 2, 1982.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to establish an out-of-state witness fund in the amount of \$3000.00 to pay authorized court witnesses, and to replinish as needed. All bills to be reviewed by the Commissioner's court. Fund to be established in the 1983 budget.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to authorize County Attorney Dan Boulware, District Attorney John McLean, District Judge C. C. "Kit" Cooke and District Judge, E. Byron Crosier, to attend the advanced Criminal Law Conference to be held in Houston, Texas, August 24th - 28th, and to pay registration fee of \$350.00 each.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to authorize the County Auditor to advertise for bids on removing the old handicapped door and frame, (North basement entrance courthouse) - move doors to next doorway in hall. Build new wall 8' high with 1 3/4 x 4 tubing and safety glass. Cover top with 1/4" plexiglass.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner

Lambert to authorize the auditor to advertise for bids from Certified Public Accounting

firms to conduct a financial and compliance audit forthe fiscalyear ending September

30, 1982.

All voted aye.

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CONNIE K. ALLEN
COURT REPORTER

GAYLA HENSLEE COMMISSIONERS' COURT AND CIVIL CASE SETTINGS



O

THIRD FLOOR JOHNSON COUNTY COURTHOUSE CLEBURNE, TEXAS 76031

> ALL OFFICES 817-645-7151

CARLA WILLIAMS
COURT COORDINATOR
FOR CRIMINAL MISDEMEANOR
CASE SETTINGS

DELETA SMITH PROBATE CLERK

REQUEST FOR INDEPENDENT AUDIT

Johnson County is requesting statements of qualifications and proposals from Certified Public Accounting firms to conduct a financial and compliance audit for the fiscal year ending September 30, 1982.

Johnson County is a political entity of the State of Texas established in 1854 for the general purpose of local government.

Johnson County has not had an outside audit since December 31, 1979. It is the intention of the County Commissioners to have outside audits every three years and this would be the third year.

CONDITIONS AND REQUIREMENTS

Johnson County, with an annual budget of approximately \$4,000,000 and financial activities scattered through twenty fund accounts, receives tax monies, fees, fines, grants and other items of income. Separate bank accounts are maintained on each fund. All of the funds of Johnson County are to be audited with a desire for an unqualified opinion.

Prior to commencement of the audit, Johnson County will review and approve the audit program to be used. All financial statements will be provided to the auditors and appropriate supporting schedules and staff assistance will be provided.

A manual accounting system is now utilized.

It is anticipated that the financial records will be ready for the independent examination by mid December, 1982 with the audit report due in the final form for presentation to the Commissioners' Court by mid March, 1983. The audit report to be furnished by the auditor, will be typed and printed on 8½" x 11" paper, printed on two sides, and fifteen copies delivered to Johnson County. A Management Letter should contain suggested improvements for the internal operating controls of the accounting function as well as any other financial management improvements which may be recommended by the auditor.

CONNIE K. ALLEN COURT REPORTER

GAYLA HENSLEE COMMISSIONERS' COURT AND CIVIL CASE SETTINGS



FOR CRIMINAL MISDEMEANOR CASE SETTINGS

CARLA WILLIAMS

COURT COORDINATOR

DELETA SMITH

PROBATE CLERK

THIRD FLOOR
JOHNSON COUNTY COURTHOUSE
CLEBURNE, TEXAS 76031

ALL OFFICES 817-645-7151

2.

In the evaluation of prospective auditors, Johnson County is concerned with and will take into consideration such factore as experience, general approach to the audit, and qualifications of the firm's office. Therefore, if interested, you are requested to submit a letter of qualifications which should include the following information:

EXPERIENCE

A summary of the firm's governmental auditing experience, including a listing of major governmental clients served by the firm's office in the past five years and the nature of the work performed, in both city and county governments.

QUALIFICATIONS

Personnel assignments and resumes, including specific experience of the individual personnel to be assigned to the engagement.

Number of Certified Public Accountants in your office.

Number of persons at each level (Junior, Senior, Manager, etc.) you would expect to assign to this engagement and the percentage of time that you would expect each level of personnel to spend in accomplishing the audit. (If available, current hourly billing rates for each classification level)

Your estimated cost or bid to complete the audit.

The person's name whom you would assign to manage the audit and a description of that person's background.

GENERAL APPROACH

Quality and appropriateness of the work plans and assignments.

The anticipated timeliness of the audit work and resulting reports.

Quality and appropriateness of the specific audit tecchniques to be applied.

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CONNIE K. ALLEN COURT REPORTER

GAYLA HENSLEE COMMISSIONERS' COURT AND CIVIL CASE SETTINGS



CARLA WILLIAMS
COURT COORDINATOR
FOR CRIMINAL MISDEMEANOR
CASE SETTINGS

DELETA SMITH PROBATE CLERK

THIRD FLOOR
JOHNSON COUNTY COURTHOUSE
CLEBURNE, TEXAS 76031

ALL OFFICES 817-645-7151

3.

You may submit additional information if it will assist Johnson County in evaluating your firm's capability to perform this audit.

Letters of qualification your proposal, including the information requested, should be submitted to the Johnson County Judge, on or before September 15, 1982. For additional information contact County Auditor, Mr. Robert Wylie at (817) 645-7011.

Proposals will be evaluated and final selection and appointment will be made by the Commissioners' Court of Johnson County at their regular October 1, 1982 or August 2, 1982 meeting.

Sincerely

County Judge

All voted aye.

Jeneva Tate failed to appear before the court, requesting approval of James Plat Kemp Estates sub-division/- No action was taken by the court.

Tri County Properties, Inc. was authorized by the court to file a revised plat

of Fisherman's Paradise, subject to the plat showing private roads not to be maintained

by Johnson County.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to pay the elctric bill, in the amount of \$71.77, for electricity to the Market Square, \(\square \) and to have the County Judge write a letter to the City of Cleburne asking that the County not pay the \$96.80 water bill to the City of Cleburne.

All voted aye.

RECESS: 9:58 A. M.

RECONVENED in open court with all members present at 10:10 A. M.

A motion was made by Commissioner Lambert and seconded by Commissioner

Aldridge to purchase one TECM-2200 Cash Register at \$2,465.00

Programming and software fee 375.00

Total \$2,840.00

for the Adult Probation Department.

All voted aye.

2 1-a

Fort Worth Cash Register Co.

300 West Magnolia Fort Worth, Texas 76104 (817) 332-9139

Johnson County Courthouse Adult Probation Department Cleburne, Texas

SUBJECT: Cash Register Bid

The price shown below includes the computer communications package, delivery, and personal instruction. A copy of the specifications for a computer to communicate with this equipment is also enclosed.

One TEC M-2200 Cash Register - \$2465.00 Programming and Software fee - 375.00

TOTAL

\$2840.00

90-day warranty, Parts and Labor. Delivery, 30 days (approximately) Quoted Prices guaranteed 30 days.

Thank you for your consideration.

paneerery,

David L. Williams

1/15/82

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A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to accept the septic tanks as installed on J. L. Miles Mobile Home Park, but not to necessarily approve same. Future installations must be inspected before being covered.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to approve the contract between Johnson County Commissioner Precinct No. 3 and the City of Briaroaks for paving of streets.

All voted aye.

All voted aye.

J,

THE STATE OF TEXAS X
COUNTY OF JOHNSON X

This contract entered into by and between Johnson County acting through Lloyd Reese, Commissioner Precinct 3, and the City of Briaroaks, a municipal corporation, providing as follows:

In consideration of the City of Briaroaks furnishing the materials for paving the streets hereinafter listed (which streets are an integral of the County Road system of Johnson County, Texas) Johnson County hereby agrees to furnish labor and equipment necessary to pave and improve the following street units in the City of Briaroaks:

Unit No. 1 - Trailwood Court in its entirety

Unit No. 2 - Trailwood from the intersection of Ward Lane North 0.5 miles

Unit No. 3 - Ward Lane (formerly County Road 713)

Unit No. 4 - Trailwood East in its entirety

Unit No. 5 - Trailwood West in its entirety

Unit No. 6 - Trailwood North in its entirety

Unit No. 7 - Valley View in its entirety

Unit No. 8 - Trailwood from the intersection of Trailwood North one-tenth (1/10th) mile North

Units one through three (1-3), inclusively, shall be scarified and three (3) additional inches of base material shall be added, the base recompacted and such street units shall then be repayed with asphaltic seal-coating covered with gravel. Units four through eight (4-8) shall be covered with asphaltic seal-coating and covered with gravel.

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 manpower for such work is not being needed on County projects.

The City of Briaroaks AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS for any and all claims arising from the paving, the condition of the roadway, damage to equipment or injuries to employees of the County while engaged in the paving for the City of Briaroaks.

Alan Myers

Mayor, City of Briaroaks

11

Commissioner, Prec. 2

Commissioner, Prec. 2

Commissioner, Prec. 2

Commissioner, Prec. 2

Commissioner, Prec. 4

Commissioner, Prec. 4

Date:

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

All voted aye.

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

All voted aye.

COUNTY CLERK

...0000000...

AGENDA

4 . .

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

AUGUST 9, 1982 - 9:00 A.M.

- ✓1. Reading of the Minutes
- 7. Payment of Bills
- 3. Jeneva Tate...Re: Plat Approval on James Kemp Estates
- 4. Establishing Ad Valorem Exemptions
 - A. 65 & over \$10,000
 - B. Homestead \$ 5,000
- √5. Establishing Discount Rate (Early paid Taxes)
 - A. 3% October
 - B. 2% November
 - C. 1% December

As per section 31.03 of the Texas Property Tax Code.

- √6. Petition from City of Rio Vista for Local Option
 Election
- . Sheriff Huffman ..., Deputation
- 2. Consider The Passage Of An Order Authorizing The Consider The Consi
- /9. Ronnie Spriggs Treasure Hunt
- 10. Notice from Central Appraisal District
- —ll. Recapitulation....All County Funds

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

TOMMY ALTARA County Judge

POSTED: AUGUST 5, 1982

JOHNSON COUNTY COURTHOUSE

9:00 A.M.

STATE OF TEXAS

AUGUST 9, 1982

COUNTY OF JOHNSON :

BE IT REMEMBERED AT A REGULAR MEETING OF THE COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above mentioned date at the Courthouse in Cleburne.

Johnson County, Texas, with the following members present; Billy F. Roe, Commissioner of Precinct No. 1, A. J. Lambert, Commissioner of Precinct No. 2, Loyd Reese,

Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4, Tommy

Altaras, County Judge and Joe L. Townes, County Clerk.

A motion was made by Commissioner Reese and seconded by Commissioner approve

Aldridge to the order to call a Local Option Election, in the City of Rio Vista, on the proposition "The legal sale of beer and wine for off premise consumption only" to be held in the Rio Vista City Hall on September 4, 1982.

All voted aye.

~ ~ ~ ~ ~ ~

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

PETICION PARA ELECCION DE OPCION LOCAL PARA LEGALIZAR

To the Commissioners' Court of A los Comisionados de la Corte de	JOHNSON	County, Texas:
We, the undersigned voters of Nosotros, los votantes calificados ab	ajo firmados de	
CITY (County, Justice Precinct, Incorporated City or Town)	of RIO VISTA, TX (Condado, Precinto de Justicia, Ciudad Inc	opposeds o mushful
Texas, (said County, Justice Precinct, or as Area) hereby respectfully request that provisions of the Texas Alcoholic Beve tion 251.512, as amended, in the above if fied voters of said Area the determination	r Incorporated City or Town hereinafter for t a local option election be called in accord erage Code and in particular, Section 251 mentioned Area for the purpose of submit on of the following issue, to wit:*	or convenience referred to lance with the terms and 14 (b)-(f) through Sec- tting to the legally quali-
cia como Area) por la presente respetuo acuerdo con los términos y disposiciones ticular, Sección 251.14 (b)-(f) por la s	ia o Pueblo o Ciudad Incorporada a cual de esamente pedimos que una elección de ope del Acto Para el Código de Bebidas Alcoh ección 251.512 del Código Penal Anotado d ada, con el propósito de someter a los votan misión siguiente, a saber:*	rión local se convoque de ólicas de Texas, y en par- lel Estado de Texas, como
FOR (A FAVOR DE)	"The legal sale of beer and wi premise consumption only"	ne for off
AGAINST (EN CONTRA DE)	"La venta legal de cerveza y d el consumo fuera del local so	
sale of alcoholic beverages referred to in Es la esperanza, el propósito, y el int legalización de la venta de bebidas alcoho	tento de los solicitantes cuyas firmas apa ólicas a cuales se refiere en la emisión exp	recen en esta de ver la uesta arriba.
DATED this the 7th FECHADA este el 7th		lly , 19 <u>82</u> ilia de 82
Name Nombre	Resident Address Dirección Residencial	Voter's Registration Certificate Number Número del Certificado del Registro del Votants
2. de judio Rus	N Borden	014425
3. Hatsy Stanley Dison	Corner 9/6x	042575
4. Themis Ja Dilin	Com 9/1/4	0425 74
& Michale ugenedania	1 Swape St. 12 pould	0389921
6. Stoner Forther	700 51. Pin 30	0456371
7:1 Man DuRadoul	er Just St	DUS GRIV
8. My aren Delica	in the way 194 ampoint	<u>74568/ V</u>
9. 3. Colorego	2 viel Street.	045643
10. James Janel Holl	200 Main Street	03525/
12. John Anthon Jan	MOS Closups Whitmey Rd.	0457301
13. 14 Journally o Heedin	Oll Cheburne, Whitney Red	. 027387
Serial Frinder 1-82. Date of ssnapce 7-7-82		
Place Scales County Clerk here:		and the second s

14. 12 Ceman	a Sking Frediton	n 9/6	042-818 V
15. B.lly /	Leston Shires	m \$16	042594
16. Linkey	Even Milleaur 20	d STICCI	045 677
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1	Fi at		
	e e		FOR TO
	JUL 2 9 1982 COUNTY CLERK, JOHNSON COUNTY BY	.	70
	Tr cu	7-7-82 Must be presented by 8-6-82	PETITION LOCAL OPTION ELECTION LEGALIZE THE SALE OF LCOHOLIC BEVERAGES Serial No. 1-82 Data of Issue
	CLEAR DARKETO	7-7-82 ust be 1 3-6-82	PETITION AL OPTION ALIZE THE HOLIC BEVE No. 1-82
	2 9 1982 6, Johnso	prese	Als78 (ITH)PTH E TH C BH
	1986 HNSO	intec	TION TION ELECTI THE SALE (BEVERAGES 1-82
	o'cl	l by	ELE SAL RAG
	Ock _		CTI(E O)
	County Ty .M.	19	F
	nty .M.		
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35.			
Serial Number 1-82			
Date of Issuance	······································		

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

Place Seal of County Clerk here:

Article 251.10 of the Texas Alcoholic Beverage Code requires that no signature shall be counted where there is reason to believe it is not the actual signature of the purported signer or that it is a duplicate either of name or of handwriting used in any other signature on the petition and no signature shall be counted unless the resident address of the signer is shown 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 year which the petition is issued.

I

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

PETICION PARA ELECCION DE OPCION LOCAL PARA LEGALIZAR

To the Commissioners' Court of A los Comisionados de la Corte de	JOHNSON		County, Texa
We, the undersigned voters of Nosotros, los votantes calificados abo	ijo firmados de		
CITY of	RIO VISTA, TX		
County, Justice Precinct, Incorporated City or Town)		into d e Jus ticia, Ciudad I	ncorporada o pueblo)
Texas, (said County, Justice Precinct, or as Area) hereby respectfully request that provisions of the Texas Alcoholic Bever tion 251.512, as amended, in the above moved voters of said Area the determination of the company of the determination of the company of the determination of	a local option election rage Code and in part nentioned Area for the on of the following issue to Pueblo o Ciudad Instance pedimos que udel Acto Para el Códigacción 251.512 del Códiga, con el propósito de	be called in acco- cicular, Section 25 purpose of subma ie, to wit:* corporada a cual esta ina elección de op o de Bebidas Alco- go Penal Anotado someter a los voto	rdance with the terms an 51.14 (b)-(f) through Senitting to the legally qual denominará por convenien pción local se convoque de conversas de Texas, y en par del Estado de Texas, com
FOR (A FAVOR DE)	"The legal sale premise consump		ine for off
>	"La venta legal	de cerveza y d	le vino para
AGAINST (EN CONTRA DE)	el consumo fuer		
Es la esperanza, el propósito, y el int egalización de la venta de bebidas alcohó DATED this the FECHADA este el	ento de los solicitantes licas a cuales se refiere 7th 7th	cuyas firmas ap e en la emisión ex day of día J	rpuesta arriba.
Name Nombre	Resident Dirección R	esidencial	Certificate Number Número del Certificado del Registro del Votante
Durid Culius	Hughs X	<i>t.</i>	042572
Donne Pole Come	174-416 Main st.		042751
Sino Cominne	76 weeks	J	040079
Butio D. Start	Old Clebusm	e Whitney	D. 040064
Carrel Former Harden	German	Whitenfin	1 027356
DN Halindon Wood?	County Ros	ne whilney	L <u>009365</u> , 7 014744
hand and the	MASEGUE SES		03/236
Finder Lawrel Earling	Swope St		03/234
The Cotton of	Loldel Circle		029410
erial Number 1 4 82 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	SWOPE C	/	0456210
ate of Issuancy	-		

49. Mr. Jane & Dole Hawell Swope Ste	045607 ~
50. Perline Loane Harwell Swope St.	038977 /
51. Stanley R Hanvell Swope St	007409
52. Johnie Burmindaller Lings St	004601 /
53. Patry Dollar Sworl	004602
54. HCMENando Cappa	61/ 643 V
55. Chanda Hill Haynes Huy 194 South	042759 V
56. Jerry Lee Hayres Auy 174 South	042958 V
Date of Issue 7-7-82 Must be presented by 8-6-82 Filed for Record in FILED FOR RECORD ATM County County County At BY	PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE THE SALE OF ALCOHOLIC BEVERAGES
57. July Sport Stall 200 ma Street	040081
5 Durwin Burnttowler Fr Rt 1 Box 18 Niolistantes	042757 V
59. Denerod Moore 50.916 Ment	042716 V
60. Some Fagton Siffin Borden St.	026559
62. N. Hurdin N. Borden St	007182
63. Hirginia L. Hardin N Border St.	007192 V
64. Debound Cappa POBOT	
65. Deborah Whitehead Capps Main St. Ris Vista	042.752 V
66. Catherine L. Dutcher Con Border & Elet	034788 1
61. achie Ensychlavillar hugh St.	04007/
68. Pearline Gregory Basye Hugh St	040078
69. 14 Ston goven Touped Cap 2 I	940095 V
70. Sherbey Children Dews City ST.	<u> </u>
Serial Number 1-82 Date of Issuance	

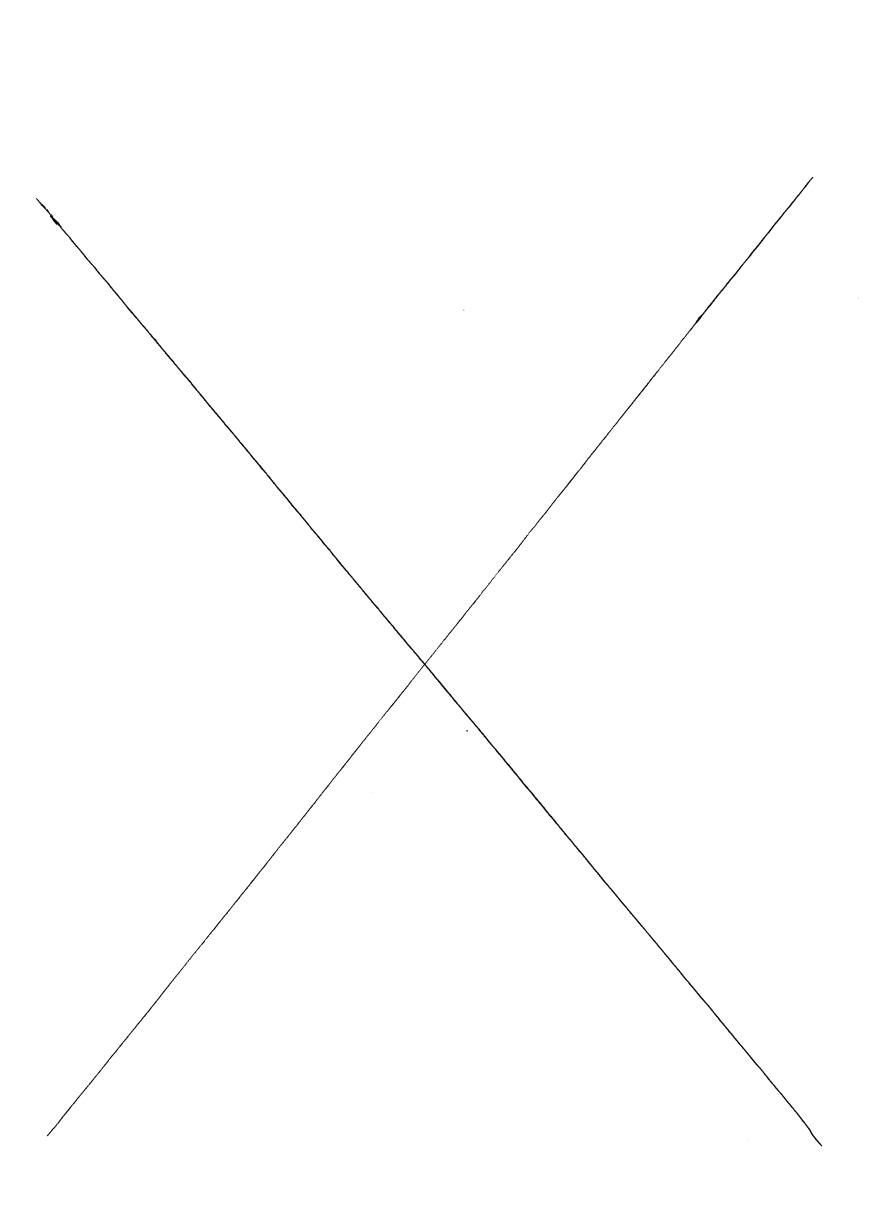
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Place Seal of County Clerk here:

Article 251.10 of the Texas Alcoholic Beverage Code requires that no signature shall be counted where there is reason to believe it is not the actual signature of the purported signer or that it is a duplicate either of name or of handwriting used in any other signature on the petition and no signature shall be counted unless the resident address of the signer is shown 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 year which the petition is issued.

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



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	e original and copy of Petition	for Local Option Election
to Legalize , Serial Number (Legalize or Prohibit)	1-82 , issued the 7th	day of,
19 <u>82</u> , and all filed with me on the <u>29th</u> that a local option election be held in acc	day of	_, 19 <u>82</u> , and requesting ovisions of Article 251.10
through 251.11 of Vernon's Alcoholic Beve	erage Code of the State of Texas,	as amended, in
City of Rio Vista (County, Justice Precinct, Incorporated City or Town)	, Texas, (said	County, Justice Precinct,
Incorporated City or Town hereinafter for follows pertaining to said petitions:		
1. That said petitions were filed with m which is within 30 days after the date of iss	uance of said petitions.	July , 19 <u>82</u> ,
voters signing said petitions no signature want the actual signature of the purported incorrect, (c) the Voter Registration Certification, either of a name or (e) the residence address of the signer is income name of the voter is not signed exactly registered voters for the voting year in which	signer, (b) the Voter Registrate icate number is not in the actual of handwriting used in any other correct or is not in the actual hand as it appears on the official co	tion Certificate number is handwriting of the signer, signature on the petition, dwriting of the signer, (f)
3. I further certify that the said petition	ons are signed in accordance wit	h the above requirements
oy35%35% of the cosaid Area taking the votes for Governor at topasis for determining the qualified voters in	the last preceding General Election	petitions were issued in on, for that office, as the
4. I further certify that said petitions v	were in accordance with the above	ve requirements and were
igned by49 qualified voters at t	the time said petitions were issued	d of said Area.
3/A) Alehosit (of) \$////////////////////////////////////		lik/Bevennge/Code,/was re-
WITNESS MY HAND this the5th	_ day of August	, 1982
······································	inc Lilo	wnes
WITNESS MY HAND this the5th	County Clerk,	Texas. County,
	By: Depu	ity
Strike the pulituraph if not applicable.		
Monager		

ORDER FOR LOCAL OPTION ELECTION (ORDEN PARA ELECCION DE OPCION LOCAL)

TO/PARA LEGALIZE - LEGALIZAR

Insert Legalise (Legalisar) or Prohibit (Prohibir)

	Inser	t Legalizo (Legalizar) or Prohibit (P	rohibir)
STATE OF TEXAS COUNTY OF CONDADO DE	(ESTADO DE TEJAS) JOHNSON	}	
On this the En este el	9th dia de	August of Agosto de	the Commissioners' Court 19_82, la Corte de los Comisionados
of the County of del Condado de		Texas, convened in regu _ Tejas, se convocó en se	llar session open to the public, with the sión regular abierta al público, con los
following members o siguicates micmbros	f the Court present: de la Corte presentes:		
Tommy Altara:	S	, County Judge, Juez d	lel Condado
Billy F, Roe		, Commissioner, Precin	nct No. 1, Comisionado, Precinto No. 1
A. J. Lambert	t	, Commissioner, Precin	net No. 2, Comisionado, Precinto No. 2
Loyd Reese		, Commissioner, Precir	net No. 3, Comisionado, Precinto No. 3
B. B. Aldridg	ge	, Commissioner, Precin	act No. 4, Comisionado, Precinto No. 4
Joe L. Townes	5	, County Clerk, Secrete	ario del Condado
and the following aby tos significates ause	ent:	None	
constituting a quorum constituyendo un quo		,	
Las peticiones a ordered: y por est se ordena: That a Local Ont	propiadas enumeradas seri ion Election shall be held o	n the day of	Clerk of this Court, and it is therefore tiempo con el Secretario de esta Corte, September Septiembre
to determi	n de Opción Local se llevare ne the following issue: minar el siguiente asunto:	a a cabo el seu ata de	<u>Jeperemore</u>
FOR A FAVOR DE	"The legal sale consumption onl	of beer and wine for	off premise
AGAINST EN CONTRA DE	-	de cerveza y de vinc el local solamente"	o para el
			ntions and by the following presiding os electorales y por los siguientes juces
Election Precinct No. Precinto Electoral No		Presiding Judge Jucz Presidente	Alternate Presiding Judge Juez Presidente alterno
City Hall	Rio Vista, TX	Dorothy Lucus	Jerry Moore
Absentee August 22 through August 31	County Clerk's Office Courthouse Cleburne, TX	Joe L. Townes	Dorothy Crane
Hours 8:00 AM t	o 12:00 Noon - 1:0	00 PM to 5:00 PM	

The polls at each of the above described polling places shall be open on said election day from 7:00 a.m. to 7:00 p.m.

Los sitios de votación de cada uno de los lugares descritos arriba estarán abientos el dicho día de elecciones desde las 7:00 a.m. a las 7:00 p.m.

Temmy Altis

County Judge, County of Juez del Contido de _____

Johnson Texas Tejas A motion was made by Commissioner Reese and seconded by Commissioner Aldridge not to allow treasure hunting on the Courthouse grounds, or any other property owned by the County.

All voted aye.

No action was taken by the Court on the request of Tax Assessor-Collector Ed

Carroll that his salary be increased to \$34,000.00 and that his employee's be paid

according to his budget request.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to adopt the certificate for order authorizing the issuance of \$750,000.00 certificate of obligation.

of obligation.	
All voted aye.	
*===== ·	
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CERTIFICATE FOR ORDER

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 9TH DAY OF AUGUST, 1982, at the County Courthouse, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Tommy Altaras, County Judge Joe L. Townes, County Clerk Vacancy A. J. Lambert Loyd Reese 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 LEVYING A TAX

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's minutes of said Term; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's 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; 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 9th day of August, 1982.

County Clerk

Towner

County Judge

(COMMISSIONERS COURT SEAL)

ORDER

LEVYING A TAX FOR THE PAYMENT OF JOHNSON COUNTY, TEXAS

CERTIFICATES OF OBLIGATION, SERIES 1982

HERETOFORE AUTHORIZED BY THIS COURT

BY ORDER PASSED ON JULY 12, 1982

રેકો પાસસુપાલ છે. જે કુંગ ઉત્કાર વેક્ટેનકો કુંગેનું

THE STATE OF TEXAS COUNTY OF JOHNSON

WHEREAS, on July 12, 1982, this Court passed an Order authorizing the issuance, sale and delivery of Johnson County, Texas Certificates of Obligation, Series 1982; and

WHEREAS, said Certificates of Obligation have not yet been delivered or approved by the Attorney General; and

WHEREAS, a tax should now be levied for the payment of said Certificates of Obligation.

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS:

Section 1. That in accordance with Section 6 of the Order which authorized the issuance of Johnson County, Texas Certificates of Obligation, Series 1982, dated August 1, 1982, in the aggregate principal amount of \$750,000, the Commissioners Court of said County, during each year while any of said Certificates of Obligation or interest coupons appertaining thereto are outstanding and unpaid, 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 of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of such Certificates of Obligation as such principal matures but never less than 2% of the original amount of said Certificates of Obligation 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 brdered to be levied, against all taxable property in said County for each year while any of said Certificates of Obligation or interest coupons appertaining thereto are putstanding 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 established in Section 6 bf the Order that authorized the issuance of Johnson County, Texas Certificates of Obligation, Series 1982. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment, within the limit as prescribed by law.

1



JOHNSON COUNTY, TEXAS

Debt Schedule

Fiscal Year Ending 9-30	Present _Debt	\$750,000 dt Principal	d 8-1-82 Interest*	Total Requirements
1982	\$ 54,152			\$ 54,152
1983	51,752	\$100,000	\$ 82,000	233,752
1984	49,352	100,000	71,500	220,852
1985	47,152	150,000	60,500	257,652
1986	49,952	150,000	44,000	243,952
1987	47,476	250,000	27,500	324,976

^{*} Average 10.98%

If the 1982 Net Assessed Valuation is \$1,296,000,000 as estimated, then 2¢ rate levy @ 95% collected produces \$246,240.

NOEL JOHNSON & ASSOCIATES, INC. P.O. Box 6210 Richardson, Texas 75080 (214)669-1829

TEXAS COMMISSION ON JAIL STANDARDS



COMMISSION MEMBERS

Andy J. McMullen, Chairman, Hamilton Robert J. Uhr, Vice-Chairman, New Braunfels Hanes H. Brindley, M.D., Temple

Judge Albert Bustamante, San Antonio

Mrs. William R. Cree, Abilene

EXECUTIVE DIRECTOR Robert O. Viterna

July 28, 1982

The Honorable Tom Altaras County Judge, Johnson County County Courthouse Cleburne, Texas 76031

Deare Judge Altaras:

Reference your proposal to add additional inmate living capacity at the Johnson County Jail.

Review of the proposal indicates compliance with minimum jail standards. You are authorized to proceed to design development.

Sincerely,

Reliert O. Viterna Robert O. Viterna Executive Director ge

ROV:nb

cc: Sheriff Stuart Huffman R. A. Reis & Associates, Inc. Inspector Dearing



August 3, 1982

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

Reference: Design Build Construction

Management Agreement

R. A. Reis & Associates, Inc.

Gentlemen:

It is our understanding that a project cost breakdown is required for the funding of the Certificates of Obligation needed to finance this project. The enclosed Preliminary Budget breakdown is submitted for review. This budget is current and in conformance with the Preliminary Drawings and Specifications as approved by The Texas Commission on Jail Standards on July 28, 1982.

Thank you for your time and cooperation.

Sincerely,

R. A. Reis & Asseciates, Inc.

R. A. Reis, President

RAR/dh

cc: Mr. Noel Johnson Box 6210

Richardson, Texas 75080

2629 gravel, fort worth, texas 76118 • 817/284-6381 • metro 589-0165



JOHNSON COUNTY PROPOSED ADDITION TO THE COUNTY JAIL PRELIMINARY BUDGET

Survey, Soil Testing, etc.	\$10,000.
Demolition	\$40,000.
Concrete	\$110,000.
Masonry	\$39,285.
Structural Steel	\$37,509.
Thermal Protection	\$9,458.
Cell Partitions & Gates	\$49,289.
Finishes	\$46,054.
Specialties (Benches, Bunks, Desks)	\$40,000.
Fixed Equipment	\$21,389.
H.V.A.C.	\$56,584.
Plumbing	\$29,277.
Electrical	\$30,182.
General Conditions	\$40,000.
TOTAL FIELD COST:	\$559,027.
10% Architectural Fee	\$55,903.
10% Construction Management Fee	\$55,903.
Land Cost	\$50,000.
Cost of Issuance of Certificates	
of Obligation	\$10,700.
Contingency Fund	\$18,467.
TOTAL PROJECT COST:	\$750,000.

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en de la companya del companya de la companya del companya de la companya del companya de la companya de la companya de la companya del companya de la companya del la companya A motion was made by Commissioner Lambert and seconded by Commissioner Reese to approve the contract between Commissioner Precinct #1 and the City of Godley for the purpose of paving certian city streets in Godley.

All voted aye.

THE STATE OF TEXAS X COUNTY OF JOHNSON X

This contract entered into by and between Johnson County, acting through Billy Roe, Commissioner Precinct # 1, and the City of Godley, a municipal corporation, providing as follows:

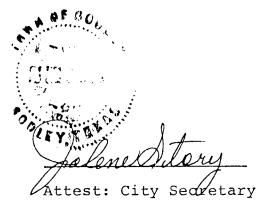
In consideration of the City of Godley furnishing the materials, including water for paving the street, hereinafter listed (which streets are an integral of the County Road System of Johnson County, Texas) Johnson County hereby agrees to furnish labor and equipment necessary to pave and improve the following street units in the City of Godley, Texas:

GODLEY AVENUE, in its entirety; LINKS DRIVE, from Highway 2435 to Highway 917; NELSON STREET, in its entirety;

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.

. .

The City of Godley AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS for any and all claims arising from the paving, the condition of the roadway, damage to equipment or injuries to employees of the County while engaged in the paving for the City of Godley.



Mayor, City of Godley

COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS

County Judge/

Commissioner, Prec. 1

Commissioner, Prec. 2

Commissioner, Prec. 3

Commissioner, Prec. 4

Date: Oug 9, 1982

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to approve the deputation of Clifton Paul O'Flaherty as a reserve deputy.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Alldridge $\sqrt{}$ to place of record, the petition to provide tax relief for senior citizens.

All voted aye.

PETITION TO PROVIDE TAX RELIEF FOR SENIOR CITIZENS

WHEREAS the taxable value of our homes has been increased two to three hundred percent; WHEREAS the Cleburne City Council and the Johnson County Commissioners Court has taken no action to increase previously granted exemptions to offset proportionate increases in taxable value, and whereas the Fire District grants no exemption whatsoever, and whereas the economic situation of most Senior Citizens is such that additional tax burden will cause cruel and unfair hardship on us, by our signature below we therefore request the governing bodies of the city of Cleburne, County of Johnson and Johnson County Fire District to adopt resolutions granting the Senior Citizens of the respective Districts tax relief of at least 20,000 dollars reduction in the taxable value of homestead of persons 65 years of age and older.

7

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

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to approve the contract between Commissioners Precinct #4 and the Grandview Volunteer Fire Department to asphalt the parking area on the new fire building, contingent upon the City of Grandview owning the property.

All voted aye.

STERLING ELLIS FIRE CHIEF ROY TACKETT ASST. CHIEF



RONNIE WYNN PRESIDENT ERIC BINDER SECY .- TREAS.

GRANDVIEW VOLUNTEER FIRE DEPARTMENT **GRANDVIEW, TEXAS 76050**

P.O. Box 526

866-2345

August 4, 1982

Honorable Commissioners Court,

The Grandview Volunteer Fire Department requests the permission of the court for commissioner Aldridge to asphalt the parking area of our new fire building, on Monday August 9 th.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Sterling/Ellis-Chief

COXTINGENT ON

Shuning property

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

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to authorize the Sheriff to purchase necessary ammunition to have all of his department qualify on the pistol range. The approximate cost, \$250.00.

All voted aye.

No action was taken by the Court on the preliminary plat on James Kemp Estates, ${m v}$ since same was not presented by Jeneva Tate.

No action was taken by the Court on:

- 1. Establishing Ad Valorem Exemptions
- 2. Establishing Discount Rate for early paid taxes

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese adjourn.

All voted aye.

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COUNTY JU

AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT - COUNTY COURTROOM THIRD FLOOR JOHNSON COUNTY COURTHOUSE

> AUGUST 18TH, 1982 8:30 A.M.

Certification of the results of the Bingo Election

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

TOMMY ALTARAS County Judge

AUGUST 16th, 1982 POSTED:

9:00 A.M.

JOHNSON COUNTY COURTHOUSE

STATE OF TEXAS

Altaras, County Judge and Joe L. Townes, County Clerk.

AUGUST 18, 1982

COUNTY OF JOHNSON

BE IT REMEMBERED AT A SPECIÁL CALLED MEETING FOR THE PURPOSE OF CERTIFYING THE RESULTS OF THE BINGO ELECTION, JUSTICE-OF-THE-PEACE, PRECINCT #3, AUGUST 14, 1982, OF THE COMMISSIONERS COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above mentioned date at the Courthouse in Cleburne, Johnson County, Texas, with the following members present: Billy F. Row, Commissioner of Precinct #1, A. J. Lambert, Commissioner of Precinct #2, Loyd Reese, Commissioner of Precinct #3, B. B. Aldridge, Commissioner of Precinct #4, Tommy

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to approve the results of the Local Option Bingo Election held on August 14, 1982 in Justice-of-the-Peace Precinct #3 as canvassed by the Court.

All voted aye.	
	·

THE STATE OF TEXAS,
County of JOHNSON
On this 18th day of August A.D. 19 82 the Commissioners Court of *(Commissioners Court) *(Court) *
said County being called and convened in special session for the purpose of canvassing the
votes and certifying the results of an election, heretofore held on the 14th day of August
A. D. 19.82, to determine Legalizing bingo games for charitable purposes as authorized by the Bingo Enabling Act.
inJustice-of-the-Peace - Precinct #3 hereinafter called "Election District"; and a quorum being present, this
to canvass the votes and certify the results of said election; and it appearing to the Court *XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
that said election was in all things held in conformity with law, and in accordance with an order, heretofore and on the 9th day of August A. D. 19.82,
made by this Court ordering said election; and it further appearing and being satis-
factorily shown to the Court that copies of said order were posted by the that copies of said order were posted by the
Sheriff of said county in the manner and form and for the length of time re- *(Election Officer)
quired by law, this Court does hereby make and enter its order declaring the result of
said election and finds upon canvassing the votes thereof, the voters at said election voted and cast their votes as follows, to-wit:
FOR 178
AGAINST78
and as a consequence the Court declares that said election has resulted in legalizing (Court ANNAMIN)
Ringo games for charitable purposes as authorized by the Bingo Enabling Act in J. P. Prec. #3 Texas.
IT IS THEREFORE DECLARED, ORDERED and DECREED by this Court that this *(Court ox XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
decree be entered of record as the law requires.
Witness our hands and seal of this Court this 18th day of August 19 82
Presiding: / mmy // from
Present: Commissioner, Precinct No. 1 Council Member
*Commissioner, Precinct No. 2 Council Member
*Commissioner, Precinct No. 8 Council Member
Visi aldrida.
*Commissioner, Precinct No. 4 Comfeil Member

Brazalistic Company of the Moderna

*Insert the proper term & strike out incorrect term.

The second second second

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to authorize the purchase of 2,500 pounds of Amdro in one pound packages, if possible, at \$1.00 per pound and to charge \$2.00 per pound. Limit of one (1) pound per customer except farmers and government entitities.

All voted aye.

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

All voted aye.

COUNTY CLERK

...0000000...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE SEPTEMBER 1, 1982 - 9:00 A.M.

- $\sqrt{1}$. Reading of the Minutes
- v2. Payment of Bills
- Geneva Tate.....Plat Approval on James Kemp Estates
- √4. Consideration of Old Road Side Park
- 5. Consideration of Rock Creek Bridge Replacement
- Consideration of changing Voting Box #19 location from the Courthouse basement to Fulton Middle School
- √7. Open Bids For (2) Two Mobile Units for Juvenile Probation
- Open Bids For Mobile Unit For Constable of Precinct #4
- $\sqrt{9}$. Open Bids For Remodeling of Handicapped Entrance
- $\sqrt[V]{10}$. Imposition of 2% Gross Income On Bingo
- --- ll. Tommy Tatum...Introduction of New Asst. County Agent
- 12. Approve line by line Budget Amendments
- 13. Open Bids For Radios & Repair to Handicap Entrance To Courthouse
 - $\sqrt{14}$. Gene Sizemore....RE: Working with them to pave road
 - √15. Contract with Austin State Hospital

-16. new sell division

V17. Eldorado Estates.

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

County Judge

POSTED: AUGUST 27, 1982

JOHNSON COUNTY COURTHOUSE

9:00 A.M.

-

STATE OF TEXAS

SEPTEMBER 1, 1982

COUNTY OF JOHNSON

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

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to approve the preliminary plat of the James Kemp Estates Phase I & II.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to send a letter to the State Highway Department requesting that the State Quit Claim Deed to Johnson County, a 8.937 acre tract consisting of the old road side park on Highway 174 North and the Railroad over-pass.

Cleburne.

All voted aye.

The request from Elvis Shockley, Engineer State Highway Department, to receive a committment from Johnson County to participate on 34' structure and approach instead of the original 28' structure and approach on the Rock Creek Bridge Replacement at an increased cost to the County of \$4,000.00 - was passed until the September 13, 1982, meeting of the court.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese / to change Voting Box 19, Cleburne, from the courthouse to Fulton Middle School, and Box 8, Lillian, from the Public School to the First Baptist Church.

All voted aye.

Passed for further study the consideration of imposing a two (2) percent gross

Income Tax by Johnson County on bingo games, conducted in Justice of the Peace Precinct No.

3.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to approve line item budget amendments, as requested by the County Auditor.

All voted aye.

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186 JOHNSON COUNTY, TEXAS

	BUDGET
	ANJUSTMENT INCREASE DECREASE
Precinct #1	
Extra Help Hospitalization	\$2,500.00
Net Adjustment	\$ 0.00 \$ 0.00
Precinct #2	
Extra Labor Utilities Road Repair Supplies Hospitalization Gus & Oil	\$10,000.00 750.00 47,000.00 1,500.00
Equipment Repairs Equipment	\$25,000.00 4,250.00
Hat Adjustment	30,000.00
Precinct #3	\$ 0.00 \$ 0.00
hospitalization Equipment Miscellaneous	\$ 1,500.00
Net Adjustment	<u>500.00</u> \$ 2,000.00
recinct #4	\$ 0.00 \$ 0.00
Road Repair Supplies	
Hospitalization Labor	\$75,000.00 2,000.00
Equipment Repairs Equipment	750.00
Net Adjustment	\$10,000.00 23,750.00 44,000.00
	\$ 0.00 \$ 0.00

.187 JOHNSON COUNTY, TEXAS

LINE ITEM AMENDMENTS TO 1982 BUDGET

BUDGET

	ADJUSTMENT	
	INCREASE	DECREASE
GENERAL FUND		
Health Officer		
Extra Help		\$ 650.00
Medical Examiner		
Extra Help Equipment	\$ 1,750.00 105.00	
Mental Health		
Utilities Repairs	600.00⊀	500.00×
Justice of the Peace	~	
Telephone . Record Books	500.00 ×	600.00%
Juvenile Officer		
Telephone Deputies TYC Expenditures *10,164 Grant Rec'd.	27,000.00~	1,800.00x 18,000.00x
Probation		
Telephone Equipment	600.00	4,000.00
District Judge 18th		
Telephone *Reimbursed by State Professional Services Bailiff Relief Extra Help Postage	2,380.00× 1,340.00× 254.00×	400.00× 150.00×
District Judge 249th	-	
Telephone *Reimbursed by State Postage Bailiff Relief Extra Help Professional Services	2,500.00⊀ 250.00⊀ 254.00↓	400.00 105.00 x

188 JOHNSON COUNTY, TEXAS

	BUD(ADJUST	
	INCREASE	DECREASE
GENERAL FUND (Cont'd.)		
Courthouse & Jail		
Utilities '	\$ 5,000.00X	
Civil Defense		
Entire Budget		\$ 3,819.00
General-Non-Departmental Expenses		
Office Supplies Election Expense Operating Reserve Court Appointed Attorneys Insurance-Accident Hospitalization Equipment Insurance-Property Damage Training	20,000.00 7,000.00 65,000.00 5,000.00 22,000.00	4,000.00 25,000.00 2,000.00
Inspections (Income Received) Redistricting Bonds Appraisal Hospital	2,500.00 1,000.00 36,255.00	4,700.00
County Attorney		
Telephone	3,200.00	
County Judge		
Secretary-Transfer from Civil Defense Postage Telephone	2,900.00 200.00 1,000.00	
Tax Office		
Extra Help Postage Computor Expense Professional Attorneys	700.00 2,200.00 17,000.00 23,200.00	

-189

JOHNSON COUNTY, TEXAS

	BUDG ADJUSTM	
	INCREASE	DECREASE
GENERAL FUND (Cont'd.)		
Sheriff		
Office Supplies-Postage Repair Supplies Medical Groceries Misc. Jail Supplies Transportation-Prisoners Misc. Tires	\$ 3,000.00 100.00 6,000.00 20,000.00 2,500.00 6,000.00	\$ 500.00 1,200.00
Treasurer		
Postage Telephone Record Books	200.00 100.00 100.00	
District Attorney		
Postage Telephone Rape Crisis Control	300.00 875.00 400.00	
District Clerk		
Postage Telephone Record Books	1,500.00+ 500.00+ 800.00+	
Child Welfare		
Psychology Services Medical Foster Care		2,000.00+ 1,000.00+ 3,000.00+

JOHNSON COUNTY, TEXAS

	_	BUDGET ADJUSTMENT	
	DECREASE	INCREASE	
INCOME INCREASES			
Additional District Clerk Income Additional Sheriff Fees Additional Tax Assessor Fees Additional TYC Grant Refunds of Telephone-State		\$ 73,000.00° 39,000.00° 66,000.00° 10,164.00° 4,880.00°	
Refulles of Telephone State	\$298,563.00	\$301,868.00	

JOHNSON COUNTY

JURY FUND

BUDGET AMENDMENTS

	BUDGET AMENDMENT	AMENDMENT		
	INCREASE DEC	REASE		
District Court				
Petit Jury	\$9,500.00			
County Court				
Petit Jury	1,500.00			

BUDGET AMENDMENT MADE POSSIBLE AS FOLLOWS:

Estimated Cash 9/1/81 \$ 100.00
Actual Cash 9/1/81 \$ 11.146.00

Excess Over Budget \$11,046.00

Mr. Gene Sizemore's request to pave .7 of a mile of road, C. R. 920, Commissioners' Precinct No. 2, was accepted by Commissioner A. J. Lambert, contingent upon the property owners raising \$4,200.00 for purchase of necessary material, and if the money can be raised before cold weather sets in.

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to approve Preliminary Plat of Eldorado Estates Subdivision.

All voted aye.

SZURGOT & ASSOCIATES BURLESON, TEXAS 76028 P.O. BOX 545 PHONE 295-4891 Test No.__ 8-31-82 Date:____ SOIL PERCOLATION TEST Phone 295-2863 A. Client Lloyd Harriston Street Address 940 I-35 City Burleson B. Property Description Survey S. C. Sullivan Survey, Abst. 808 State Texas County Johnson County Additional Information Four miles Southeast of Burleson on County Road 603 C. Site Information Is Drainage Easement or Ditch on Lot (s)? Yes__No_X_ Is there a upper Water Shed? Does Lot (s) have a nearby Stream or Water Improvement Yes No X Is there a Water Well in the Area? Yes X No___ Comments Hole # 1, 3, & 4, 0 feet 1 feet Sand 1 feet 12 feet Brown Sandy Clay Hole # 2,0 feet 0.5 feet Sand 0.5 feet 12 feet Brown Sandy Clay D. Test Data Percolation Rate Sketch Hole No. 1. 24 inches deep 31 min./inch See attachment.

50 min./inch.

23 min./inch

28 min./inch

Evidence	of Groung	Water?	Yes	_No_	Х
Test Engi	neerBar	ney Ballard	l P. E.		

2. 24 inches deep

3. 24 inches deep

4. 24 inches deep

It should be understood that the Test Data and results given in this report do not cover the installation of the individual septic tank systems. The design, construction, and installation of each system should be based upon the specific conditions affecting each building plot.

Bid for two (2) Mobile Radio Units for Juvenile Probation Department was passed until the September 13, 1982, meeting.

The approval of the contract between the Austin State Hospital and Johnson County was passed until the September 13, 1982, meeting.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese, based upon the report from the United States Department of Agriculture, that a request be sent to the Governor declaring Johnson County a disaster area.

All voted aye.

MINUTES OF THE HEETING OF THE USDA COUNTY EMERGENCY BOARD

Johnson County - 13

TIME: Friday, June 25, 1982 - 4:00 P.M.

PLACE: Johnson County ASCS Office, 109 Poindexter, Cleburne TX

MEMBERS: Freda Hae Senff - ASCS - Acting Chairperson - Present

Tommy Tatum - CES - Present
J. D. Ballard - SCS - Present
Clark Lehtinen - FmHA - Present
Edgar Delgado - FmHA - Present

Albert Lopez - ASCS - CED Trained - Present

PURPOSE OF MEETING:

Heating of the County Emergency Board (CEB) was called as requested by the State SEB to assess disaster damage and prepare the necessary Damage Assessment Report (DAR).

In reviewing rainfall report by Dr. O. T. Smyth, M.D. - Co-operative Weather Observer for Johnson County it was noted that the county has received approximately 22 inches of rain in the first six months of the year. Normal for the entire year is 33 inches.

All cotton and paanut plantings were delayed until late June - some will even be planted in July. It is impossible to determine production but most likely will be very low.

75% of the wheat in the county has been harvested. 25% of wheat is still in the fields and not harvested.

, ,	et!	lns	į
Chairperson			

Copy: Chairperson, USDA SEB CES SCS FmHA

County Judge - Johnson County

					φ· 7/	Ref.5-BRH
NATURAL DISA	USDA STER DAMAGE ASS	SESSMENT REPORT			Number of Farmers in County Doing an Dwner-Operator or Tenant-Opera 4000	
I that of the	sastor(e) 3	Brief Description	n of Disaster 6.	Concurrence	CEB	SE8
January 1, 19	982 and	Exacssive Rain	. ¥1	th Reported	YES 5 NO 0 YES	nber Numbi
Continuing		PX46221A6 KgIU	ISII		Copies of minutes of CEB and SEB be attached.	meetings must
	8. Acres Normally Grown in County	9. Acres Grown in County in Disaster Year	10. Disaster Year Yield for Acres Grown in Disaster Year	11. Acres not Planted in the Disaster Year	والمنافع والم والمنافع والمنافع والمنافع والمنافع والمنافع والمنافع والمناف	
Wheat	40,000	40,000	(35) 15	0	4. Number of Farmers with	Number
	40,000	70,000	(33)/3		Production Losses	50
Grain					90 to 99% Losses	
Sorrhun	61,000	40,000	. 45	2	80 to 89% Losses	
Hay	55,000	54,000	2 Ton	1 1 1 0 o	70 to 79% Losses	
					60 to 69% Losses	700
Cotton	15,000	5,000	100 lbs.	1000	50 to 59% Losses	
	• • • • • • • • • • • • • • • • • • • •				40 to 49% Losses	
Peanuts	2,000	1,500	500 lbs.	500	30 to 39% Losses	200
Oats	5,000	5,000	0	34.0	20 to 29% Losses	
	0,000	3,000			Less than 20% Losses	3050
Corn	500	500	15 Bu.	0	Number of Farms with	
Range and	ļ				Physical Losses	
Pasture	221,739	221,739			MAJOR	0
			 		HIHCR	0
		4.0				
Livestock and Poultry	15. Number Kind Destroy		Farm Buildings and Equipment	7. Humber Destroyed	Number Damaged 18. L Major Minor	oss (Dollars)
Cattle	0		Homes	0		
Sheep	0 ,		Mobile Houses	O.		
togs	. 0		Service Buildin	gs 0		
Poul try	G ·		Machinary and	o		
Zamach Valence	-		Equipment			
Alvacal tura 19. Vesarks:	0		Other			

4-71

All cotton and peanut plantings were delayed until

late June -- some will even be planted in July. Impossible

to determine production but most likely will be wary low.

75% of wheat has been harvested in county -- 25% not harvested.

197

The bid from Anderson and Mercer, in the amount of \$1,950.00, be passed until the September 13, 1982, meeting. north basement handicapped entrance ramp.

Judge Altaras notified the court that initial payments to the R. A. Ries and Noel Johnson and Associates will be paid from the Capitol Projects Fund for work already performed on the Jail improvement Project.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to accept the bid from Motorola Co. Fort Worth, for a mobile radio unit for the Constable of Precinct No. 4, at a cost of \$1,310.00 plus \$109.00 installation charge.

All voted aye.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to approve a retainer fee of \$300.00 to pay Charles Hearn for appraisal work done on the Rock Creek Bridge Project, as requested by David B. Anderson.

l. 196

Wm. Roy Anderson (1900 - 1964) Wm. R. Anderson, Jr. David B. Anderson

ANDERSON & ANDERSON ATTORNEYS AT LAW 206 NORTH MAIN P.O. BOX 486 Cleburne, Texas 76031-0486

Telephone 817 645-9191

August 30, 1982

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

Re: Rock Creek Bridge

Dear Judge Altaras:

I have retained Charles Hearn to do an appraisal of the subject properties, in order that I might know the price range to begin negotiating the purchase of the necessary right-of-way. I have today accompanied Mr. Hearn to view the subject properties and anticipate having a written appraisal from him in a very short time.

I would appreciate the Commissioner's Court approving a retainer of \$300.00 at this time; this will include Mr. Hearn's charges.

Yours very truly,

ANDERSON & ANDERSON

David B. Anderson

DBA/kb

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to approve the contract between the .City of Joshua and Johnson County for the Commissioner of Precinct No. 2 to do seal coating on certain streets in Joshua, and Joshua Independent School District.. for the hauling of gravel...

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to authorize the County Auditor to obtain bids to remodel an office in the Adult Probation Department for the purpose of collecting probation fees.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to authorize Robert Wylie, County Auditor, and his assistant to attend the County Auditor's State Conference to be held in October.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to authorize 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 of the previous meetings, as read by the County Clerk.

All voted aye.

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

All voted aye.

OUNTY CLERK

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

SEPTEMBER 13, 1982 - 9:00 A.M.

- 1. Reading of the Minutes
- 2. Payment of the Bills
- 3. Plat Approval on Trails End Development, Precinct #3
- ∠4. Canvas Results of Local Option of City of Rio Vista
- 5. Ed Carroll.....Tax Rate
- ,/6. Juvenile Probation Account
- √7. Derrel Reid....NFC Marketing Assoc., National Family Care...
- √8. Discussion on Old Alvarado Highway
- 9. Discussion on Road in Precinct #3
- 10. Rock Creek Bridge
- u11. Tri-County Meeting, concerning Lake Whitney No. 11

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

TOMMY ALTARAS County Judge

POSTED: SEPTEMBER 9, 1982

JOHNSON COUNTY COURTHOUSE

9:00 A.M.

STATE OF TEXAS

SEPTEMBER 13, 1982

COUNTY OF JOHNSON

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

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to proceed with Rock Creek Bridge project, and to make a part of these records the letter from David Russell, Commissioner elect.

All voted aye.

Sept. 1982

Commissioners Court

RE: Bridge Kling at Can. Roaf 920 auf Rock Guk. Lentlemen.

My being ill advised of the details involved in this project doesn't heep me from having an opinion, MR lamburt has asked that I express this opinion to you on paper. It this time it appians that we should pursue the project with State partice pation.

Regards Danif & Rune Q

200

A motion was made by Commissioner A. J. Lambert and seconded by Commissioner Roe to make a part of these minutes the contract between Johnson County, Precinct No. 2, and the Joshua Independent School District for the hauling of Gravel.

All voted aye.

AGREEMENT FOR HAULING OF GRAVEL

THIS AGREEMENT, made this <u>lst.day</u> of <u>September</u>, 1982, by and between Johnson County, Precinct #2 and Joshua Independent School District shall provide the following services:

WHEREAS, Johnson County, Precinct #2, shall agree to haul gravel for the Joshua Independent School District.

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

PARTY OF THE FIRST PART:
John Alt
JOHNSON COUNTY, PRECINCT #2
BY: (Tom liny
COMMISSIONER A.J. LAMBERT PRECINCT # 2

PARTY OF SECOND PART:

JOSHUA INDEPENDENT SCHOOL DISTRICT

TITLE: Signature de la

201

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to authorize the purchase of one mobile radio unit for the Juvenile Probation Department at a cost of \$1,310.00, plus \$109.00 installation charge.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to approve the results of the Rio Vista Local Option Election held on the 4th day of September, 1982, and to make part of the minutes the order delcaring the results of the election.

All voted aye.

A LOCAL CONTRACTOR DO NOTO CONTESTO DO PARTO CONTESTO DE MARCONOCIONADO CONTESTO DO CARRO CONTRACTO DE CARRO

THE STATE OF TEXAS,	,
THE STATE OF TEXAS, County of JOHNSON	}
On this 13th day of September of said County being called and convened in sp	A. D. 1982, the Commissioners' Cour ecial session for the purpose of canvassing the votes and
	held on the 4th day of September
A. D. 1982, to determine whether or not	
For The Legal Sale of Beer & Against	& Wine for off Premise Consumption only."
hereinafter called "Election District"; and a qu	norum being present, this court proceeded to canvass the
day of August A. D. 19. So further appearing and being satisfactorily show the County Clerk of said county in the manner this court does hereby make and enter its order	rdance with an order, heretofore and on the 9th 32, made by this court ordering said election; and it wn to the court that copies of said order were posted by and form and for the length of time required by law, er declaring the result of said election and finds upon d election voted and cast their votes as follows, to-wit:
41 For "The Legal Sale of Beer	& Wine for off Premise Consumption, only."
in said election district. IT IS THEREFORE DECLARED, ORDERE	ion, only." for by law, (B)notbeing (A) legalized ED and DECREED by this Court that said election has voters who cast their ballots and voted therein voted
Witness our hands and seal of this court, the	Presiding: Communication September 19 82 Presiding: Communication September 19 82
	Present: Commissioner, Precinct No. 1
	Commissioner, Preginct No. 2
	Loza Ture
	Commissioner, Precinct No. 8
(A) Insert "legalized" or "prohibited" to fit case.	Commissioner, Precinct No. 4
(B) Insert word "not" if such is the case. (C) Insert "for" or "against" to fit case. (D) If election results in prohibiting sale, have order provide for	posting of this order as provided in T.A.B.C. Art. 251.51.

No action was taken by the Court in regard to complaints made by Mr. John Truett on the narrowness and weed growth along C.R. 600, stating that the road was very dangerous and has a daily traffic count of 4,000 vehicles. Judge Altaras explained that it needs to be a State Farm to Market Road and the State Legislature has been encouraged to appropriate funds for this purpose.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to accept the rebuilt road and approve the plat of Lakewood View subdivision. Mr. Otis Percifield is to file the plat with the County Clerk in triplicate.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to grant Commissioner Billy F. Roe the authority to act on behalf of the Court at the Tri-county meeting concerning Lake Whitney No. 11 in regard to property along the Brazos River including th Hamm Creek area.

All voted aye.

No action was taken by the Court on the presentation by a representative from the National Family Care Life Insurance Company in regard to a cancer and heart attack policy.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to authorize the County Treasurer to cancel outstanding checks in the Road and Bridge No. 1, 3 and 4, and outstanding Jury checks.

All voted aye.



CLEBURNE, TEXAS 76031

MILDRED HONEA COUNTY TREASURER

SEPTEMBER 13, 1982

TO: THE COMMISSIONERS COURT

PLEASE CANCEL THE FOLLOWING OUTSTANDING CHECKS IN ROAD & BRIDGE # 1; ROAD & BRIDGE #3; ROAD & BRIDGE #4; and GENERAL, THAT ARE 60 DAYS or MORE OLD at THE FIRST NATIONAL BANK, CLEBURNE.

Road & Bridge # 1 Account No. 00-1057-9

July 4, 1981 Check # 208 Plains Machinery Co.

\$ 95.84

\$ 41.78

General Fund Account No. 00-1056-1 August 10, 1981 Check # 782 Woodside Trails Therapeutic Camp

#1,036.95

MILDRED HONEA

JOHNSON COUNTY TREASURER

COUNTY COURT HOUSE CLEBURNE, TEXAS



MILDRED HONEA COUNTY TREASURER

JOHNSON COUNTY

CLEBURNE, TEXAS 76031

SEPTEMBER 13, 1982

TO: THE COMMISSIONERS COURT

PLEASE CANCEL THE FOLLOWING OUTSTANDING JURY CHECKS FOR NOVEMBER 1, 1981 THUR MAY 31, 1982 THAT ARE 60 DAYS or MORE OLD AT THE FIRST NATIONAL BANK - JURY ACCOUNT NO.# 00-1055-3.

DATES			CHECKS #	NAMES	AMOUNTS
Nov.	17,	1981	1466	Christine Holleyman	6.00
11	17,	1981	1475	Katy Archer Sanders	6.00
11	17,	1981	1509	Bobby Charles Shuler	6.00
11	17,	1981	1559	June Shuttleworth Badgett	6.00
11	17,	1981	1597	Robert Griswold	16.00
Dec.	9,	1981	1645	Phillis Davison	6,00
11		1981	1684	Kenneth Lloyd Jenkins	6.00
11	9.	1981	1696	Lilia Hutchinson Schmelterkopf	6.00
!!	9,	1981	1699	Loyce Elaine Hamilton	6.00
11	9.	1981	1701	Eugene Loflin	6.00
11	9.	1981	1712	Melody Pruitt	6.00
11	11,		1752	Jimmie David Plotner	6.00
Jan.	5,		1818	Mrs. Vera McPherson	6.00
11	5,		1840	Laura Ann Shaw	16.00
11	$\tilde{7}$		1850	Brenda Yowell	10.00
11	12,	1982	1860	James David Junell	6.00
11	13,		1968	Kendall Keith Pope	6.00
†1	14,		1970	Johnny Pay West	6.00
11	14,		1986	Joyce Bristol Wilcox	6.00
††	14.	1982	2007	Homer Edwin Shivers	6.00
11	19.		2056	Janet McGinnis Godley	6.00
*1	25.	1982	2076	David L. Dunn	18.00
11	26.	1982	2106	Frances Ernestine Cregg	6.00
Feb.		1982	2211	Cheryl Kruckemeyer McNatt	6.00
11	9,		2261	Sybil Lea Echols	6.00
Ħ	9,		2288	Mrs. Sharon Wofford	6.00
11	9 ,		2306	Cynthia Holden Bruce	6.00
1	15,	1982	2367	Mrs. Betty R. Clapp	6.00
• 11	15,		2374	Mrs. Beverly M. Reifel	6.00
11			2384	Jacquelynn Mir	6.00
17			2385	Gary Douglas Pipes	6.00
11	15,	1982	2388	Bob G. Hodge	6.00
Mar.	1,		9259	Debbie Stephens	11.55
11	10,	1982	2448	Eddie Collins	6.00
11			2460	Davis Lee Chapline	6.00
11	10,	1982	2476	Kenneth D. Lee	6.00
**	10,		2513	Douglas Cherry	6.00
11	11,	1982	2626	Barbara J. Young	6.00

CONTINUED	OUTSTANDING JURY CHECKS LIST	PAGE 2
DATES Mar. 29, 1982 2671 29, 1982 2720 29, 1982 2721 Apr. 8, 1982 2798 8, 1982 2808 14, 1982 2862 14, 1982 2952 27, 1982 2958 27, 1982 2958 27, 1982 2958 27, 1982 3005 27, 1982 3036 27, 1982 3091 27, 1982 3091 27, 1982 3091 27, 1982 3094 May 4, 1982 3148 11, 1982 3157 11, 1982 3176 11, 1982 3248 11, 1982 3248 11, 1982 3251 11, 1982 3276 11, 1982 3276 11, 1982 3330 11, 1982 3330 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33334 11, 1982 33344 11, 1982 33517 11, 1982 33527 11, 1982 33527 11, 1982 33527 11, 1982 33543	NAMES David Vincent Scheffler Jesse Melvin Lewis James Jesse Worley R. R. King Herbert Claude Clayton William Thomas Davis Larry Keith Schisler Jackie Lee Guffin Jerry D. Yowell David Wayne Gable James H. Whiting, Jr. Kenneth Gene Snider Mable Westfall Mahon Mrs. Larry Willis William H. Hopper James L. Bailey, Jr. Mrs. Mildred M. Porterfield Karen Horton Graves Abbety Peck Auffenberg Carl D. Abt Frances L. Mathias Jo Dyer Nash Clifford Wayne Shipley Mrs. Betty Jo Jenkins Harry Leonard Kimbell Bob Edward Anderson Phillip Wayne Land Homer Gillian Bonnie L. Holmes Tony Gonzales Ellis D. May Jack Alexander Price City Sweet Shop Alza Carene Bailey Joel L. Franklin Adyth Arthur Kerr Judy Holt Moore Harold E. McKee Barbara Ellen Henderson Mary Martha Sloan Billy C. Hickey	AMOUNTS 6.00
		Ψ J1~•JJ

MILDRED HONEA

JOHNSON COUNTY TREASURER
COUNTY COURT HOUSE
CLEBURNE, TEXAS

A motion was made by Commissioner Roe and seconded by Commissioner Lambert to set regular Tax roll exemptions;

Regular Homestead

\$ 5,000.00

Over 65 Homestead

10,000.00

Disabled Vets (Locked in)

1,500.00 to \$3,000.00

Disabled Homestead

10,000.00

Lateral Road Tax Exemptions;

Regular Homestead

\$ 3,000.00

Over 65 Homestead

10,000.00

Disabled Vets (Löcked in)

1,500.00 to \$3,000.00

Disabled Homestead

10,000.00

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to set public hearing for September 27, 1982 at 1:30 PM, Third Floor, Courthouse, to discuss the tax rate increase for 1982 and Revenue Sharing.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Reese to set public hearing on revenue increase over 3% of the 1981 tax roll.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to accept the bid from R. B. Dollahite and R. L. Young for construction

Tast - Wark to be close in.

Tribution applicate.

Tribution applicate.

Tribution applicate.

160,022

Lacor of brance. Courter Cap

Gliebe. Tabar

1090.00 12.00.00

2290.00

Tuspectfully M. B. Klickelle.

208

A motion was made by Commissioner Roe 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 Lambert and seconded by Commissioner Reese to approve minutes of the previous meeting as read by the County Clerk, with the following corrections - delete:

- Quit Claim Deed to the City of Cleburne on request of Johnson County requesting Quit Claim Deed from the State of Texas on 8.937 acres at Highway 174 overpass.
- 2. Include the Joshua Independent School District on the work agreement between Johnson County, Precinct # 2 and the City of Joshua.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner
Reese to proceed with the Rock Creek Bridge project County Road 600.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Judge Altaras to approve the agreement between the City of Alvarado and Commissioner Reese of Precinct No. 3 for 1 and 1/2 mile of street repair work.

All voted aye.

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

All voted aye.

ounty Clerk

...0000000...

AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE

JOHNSON COUNTY COMMISSIONERS'

COURT - COUNTY COURTROOM

THIRD FLOOR

JOHNSON COUNTY COURTHOUSE

SEPTEMBER 27, 1982 - 1:15 P.M.

-) OTIS PERCIFIELD......Plat Approval
- 2) PUBLIC HEARING FOR REVENUE SHARING
- 3) PUBLIC HEARING ON TAX RATE
- 4) TAX RATE FOR FIRE DISTRICT
- 5) JOHNSON COUNTY AD VALOREM TAX
- 6) JOHNSON COUNTY LATERAL ROADS

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

TOMMY ALTARAS

COUNTY JUDGE

POSTED: SEPTEMBER 22, 1982

9:00 A.M.

JOHNSON COUNTY COURTHOUSE

STATE OF TEXAS

:

SEPTEMBER 27, 1982

COUNTY OF JOHNSON

BE IT REMEMBERED AT A SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above mentioned date at the Courthouse in Cleburne, Johnson County, Texas, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1; A. J. Lambert, Commissioner of Precinct No. 2; Loyd H. Reese, Commissioner of Precinct No. 3; B. B. Aldridge, Commissioner of Precinct No. 4; Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to approve the Final Plat of Lakewood View I, II, III Subdivision showing the road within said sub-division and that Mr. Otis Percifield furnish the County Clerk three (3)
Mylar copies of same.

All voted aye.

Presentation of the proposed Revenue Sharing Budget was concluded at 1:50 P.M. \checkmark with no response from the public. Proposed budget made a part of these minutes.

21

PROPOSED REVENUE SHARING BUDGET

Fiscal Year 10/1/82 - 9/30/83

Estimated Balance in Fund 10/1/82

\$ 8,000.00

ESTIMATED RECEIPTS

From Federal Government

\$199,308.00

199,308.00

TOTAL FUNDS AVAILABLE

\$207,308.00

ESTIMATED DISBURSEMENTS

Johnson County Soil Conservation	\$2,750.00
General Fund-General Building Improvements	81,000.00
Road and Bridge Fund No. 1	24,389.50
Equipment Replacement Road and Bridge Fund No. 2	24,303.50
Bridge Repair	24,389.50
Road and Bridge Fund No. 3	24,389.50
Bridge Repair Road and Bridge Fund No. 4	24,303.30
Bridge Repair & Replacement	24,389.50
Audit Expense TOTAL EXPENDITURES	18,000.00
TOTAL EXCEIDITIONES	

\$199,308.00

ESTIMATED BALANCE 9/30/83

8,000.00

JOHNSON COUNTY, TEXAS

RECAPITULATION -----ALL COUNTY FUNDS

1983 BUDGET

F UN D	ESTIMATED BALANCE 10/1/82	ESTIMATED RECEIPTS	ESTIMATED DISBURSEMENTS	ESTIMATED BALANCE 9/30/83
General	\$ 86,000.00	\$2,349,723.00	\$2,124,944.00	\$310,779.00
Jury	2,000.00	125,488.00	124,369.00	3,119.00
Juvenile Probation	0.00	121,934.00	116,056.00	5,878.00
Revenue Sharing	8,000.00	199,308.00	199,308.00	8,000.00
Right of Way	20,500.00	1,000.00	5,500.00	16,000.00
1975 Right of Way(I	es) 30,860.00	253,277.00	226,152.00	57,985.00
Law Library Capital Projects Road and Bridge	5,000.00 675,000.00	21,500.00 10,000.00	. 24,739.00 685,000.00	1,761.00
Precinct 1	25,000.00	408,791.00	410,275.00	23,516.00
Precinct 2	10,000.00	446,752.00	448,132.00	8,620.00
Precinct 3	35,000.00	446,752.00	448,454.00	33,298.00
Precinct 4	32,000.00	484,711.00	480,782.00	35,929.00
TOTAL COUNTY FUNDS	\$929,360.00	\$4,869,236.00	\$5,293,711.00	\$504.885.00

JOHNSON COUNTY, TEXAS

1983 Budget ·

TAX RATE

JURY FUND	\$.01
GENERAL FUND	.11
1975 RIGHT OF WAY FUND (Interest & Sinking)	.02
ROAD AND BRIDGE FUNDS	.05
TOTAL TAX RATE	\$.19

Lateral Road Tax is .05 based on Valuations less Homesteads and all Lateral Road and Ad Valorem Tax for Road and Bridge Funds is divided as follows:

Precinct 1	179 miles of road	22%
Precinct 2	212 miles of road	25%
Precinct 3	208 miles of road	25%
Precinct 4	257 miles of road	28%

Proposed 1983 overall budget for Johnson County total \$5,293,711.00 was outlined by the County Judge, which provides for a 5% cost of living increase for all County employees.

The proposed tax rate of \$.19 per \$100.00 valuation and the .05 lateral road tax

was explained to the public - proposed budget to be made a part of these records.

There was no opposition expressed.

Tax rate and final passage of the 1983 budget will be set at the October 11, $\sqrt{}$ 1982, regular meeting of the Commissioners' Court.

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

adjourn. All voted aye.

213

COUNTY

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214

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

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

- 1. Reading of the Minutes
- Payment of Bills
- 3. Catherine Pica......Plat Approval on Mobile Home Park
- 4. Texas Department of Health Expansion Facility
- 5. Resubmit bid on Radio
- 6. Payment of Austin State Hospital Bill

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

TOMMY ALTARAS
County Judge

POSTED: SEPTEMBER 28, 1982

JOHNSON COUNTY COURTHOUSE

9:00 A.M.

STATE OF TEXAS

COUNTY OF JOHNSON

OCTOBER 1, 1982

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above mentioned date at the Courthouse in Cleburne, Johnson County, Texas, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1; A. J. Lambert, Commissioner of Precinct No. 2 absent; Loyd H. Reese, Commissioner of Precinct No. 3; B. B. Aldridge, Commissioner of Precinct No. 4; Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

The letter from the Texas Department of Health Region 5 acknowledging / completion and expansion of the Johnson County, facilities is made a part of these minutes.

Robert Bernstein, M.D., F.A.C.P.

Robert A. MacLean, M.D. Deputy Commissioner Professional Services

Commissioner

Hermas L. Miller Deputy Commissioner Administration and Management

Texas Department of Health

Public Health Region 5 701 Directors Drive Arlington, Texas 76011 (817) 460-3032 D/FW Metro 261-2911

September 8, 1982

Hal J. Dewlett, M.D., M.P.H., F.C.C.P. Regional Director

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

Dear Judge Altaras:

The renovation and expansion of the clinic facilities operated by our Department in Johnson County have been completed. We invite you and the County Commissioners to stop by and visit the improved site.

This expansion adds 308 square feet to the facility. The cost of the space remains at \$0.30 per square foot. For the additional space the cost will be \$92.40. Per our agreement, the monthly billing from the City of Cleburne should total \$365.70 beginning September 1,

If there are any questions, please contact me.

Sincerely,

Hal J. Bewlett, M.D. Regional Director

HJD:GLC:cc

. . . .

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to purchase a mobile radio unit for the Constable of Precinct No. 4 in the amount of \$ 1,770.00 plus \$109.00 installation charge, which is the amended bid from Motorolo Company, Fort Worth, Texas.

All voted aye.



MOTOROLA

Communications and Electronics Inc.

Tommy Altaras
County Judge
Johnson County Courthouse
Cleburne, Texas.

September 12,1982.

Judge Altaras:

As we discussed, the radio ordered on purchase order # 1156 will not work due to technical specification limitations.

The Johnson County Sheriff's repeater has a frequency seperation of 4.825 MHz from the State - wide intercity frequency. I was unware of the intended use of the radio when I met with Mr. Green. I thought the radio would only be used on the intercity frequency only.

In order to utilize the frequencies required for Mr. Packett a radio with higher specifications is required. The Motorola Syntor is capable of the frequency spread required. It is our "top of the line"mobile. It is synthesized and meets MIL STD. 810C for shock, vibration, rain, dust and salt fog.

We are proposing the following alternate proposal to meet your requirements;

Model # T83SRA3900K Syntor. Unit is four frequency, 110 watt, VHF, Private-Line, trunk mount mobile. Includes: Control head, speaker, cable, microphone with hangup box, unity gain 1/4 wave antenna, mounting tray and hardware. Transmit and receive frequencies are controlled by a synthesizer.

Unit Cost \$ 1,770.00

Installation

109.00

Total Cost

\$ 1,879.00

All prices are F.O.B. Cleburne, Texas. Unit has a one year parts and 120 days labor warranty. Installation and service from Circle Communications, Ft. Worth, Tx.

A motion was made by Commissioner Aldridge and seconded by Commissioner

Roe to authorize payment to Austin State Hospital for Johnson County Mental Health drug bill, in the amount of \$2,000.00 contigent upon the build up of fund.

All voted aye.

Mr. Gene Sizemore stated that \$3600.00 had been raised on the paving CR (120) project on the .7 mile paving project, but due to the employment situation he would be unable to raise the additional \$600.00 needed. The court advised that the County would absorb the \$600.00 cost, if approved by Mr. A. J. Lambert, Commissioner of Precinct No. 2.

A motion was made by Commissioner Reese and seconded by Commissioner

Aldridge to approve the Final Plat, Eldorado Estates Subdivision, in Commissioner

Precinct No. 3.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner

Reese 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 approve minutes of the previous meetings, as read by the County Clerk.

All voted aye.

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

All voted aye.

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONER'S COURT JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE OCTOBER 11, 1982 - 9:00 A.M.

- Reading of the Minutes l.
- 2. Payment of Bills
- ¥3. Catherine Pica.....Plat Approval
- Ed Carroll.....Make Part Time Employee, Full Time :
 - Appointment of Election Judge For Box # 6
 - $\sqrt{6}$. Set Tax Rate
 - V7. Approve Budget

AND, any and all 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 Civil Statutes.

> TOMMY ALTARAS County Judge

POSTED: OCTOBER 7, 1982

JOHN: ON COUNTY COURTHOUSE

9:00 %.

STATE OF TEXAS

OCTOBER 11, 1982

COUNTY OF JOHNSON

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

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to approve the County Treasurer's Report for the period beginning 7/1/82 and ending 9/30/82.

All voted aye.

Commissioner of Precinct No. 3, Loyd Reese, is to appoint an Election Judge for voting box precinct No. 6, Burleson, to replace T. J. Bransom, who is not a resident within Precinct No. 6.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to set the 1983 Tax Rate for Johnson County at 24 cents per \$100.00 valuation.

19 Cents - Advalorem
5 Cents - Lateral Road

All voted aye.

A Motion was made by County Judge, Tommy Altaras, to request the State of Texas to declare County Road 600 Johnson County a Farm-to-Market Road. Johnson County to participate in the land acquisition.

All voted aye.

employee

Request of Ed Carroll Tax Collector to reconsider making a part time/a full time employee. Passed.

Sheriff Stuart Huffman appeared before the court requesting additional employees for his department before the court approves the 1983 budget. The court stated that they would consider his request at a later date.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to approve the budget for 1983, as presented by the County Auditor.

All voted ave.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to authorize the payment of monthly bills, as read by the County Auditor.

All voted aye.

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

All voted aye.

Catherine Pica appeared before the court for plat approval on Sub-division

Golden 60's., Precinct No. 3.

She was advised that since the roads in the sub-division would be private and no perculation test had been made that the plat cannot be approved and the roads will not be accepted.

Commissioner A. J. Lambert reported that the \$4,200.00 needed for hot topping ,07 seven miles on CR 920 had been received, and that he would try to complete the work during the week of October 11, 1982, weather permitting.

A motion was made by Commissioner Aldridge and seconded by Billy F. Roe to adjourn.

All voted aye.

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE NOVEMBER 1, 1982 - 9:00 A.M.

- Reading of the Minutes
- Payment of Bills
- **√**3. Hillis & Oneal......Tall Timbers Plat Approval
- $\sqrt{4}$. Ben Szurgot....Peaceful Meadows Plat Approval
- **√**5. Pete Newberry.....Plat Approval (Final)
- **√**6. Crop Disaster
- V 7. Request From Texas Mental Health & Mental Retardation
- Rusk State Hospital
- Trails End.... Final Plat Approval
- **√**10. Mrs. Pica.....Plat Approval
- V_{11} . Petition for Disannexation
- V 12. Texas Surplus Property
- Approve Election Judge for Precinct #6

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

TOMMY ALTARAS COunty Judge

OCTOBER 28, 1982 POSTED:

Statutes.

JOHNSON COUNTY COURTHOUSE

9:00 A.M.

STATE OF TEXAS

NOVEMBER 1, 1982

COUNTY OF JOHNSON

BE IT REMEMBERED AT A REGULAR MX ETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above mentioned date at the Courthouse in Cleburne, Johnson County, Texas, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1; A. J. Lambert, Commissioner of Precinct No. 2; Loyd H. Reese, Commissioner of Precinct No. 3; B. B. Aldridge, Commissioner of Precinct No. 3; Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

First order of business was a silent prayer for former Commissioner C. W. (Bill) Atwood.

No action was taken by the court on a request from Shastrice Morris, speaking for the residents of Tall Timbers Sub-division, for the County to maintain their roads.

She was advised that if the roads in the sub-division were re-built to County specifications and certified by the County Engineer, they would then be accepted for maintenance.

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to approve the preliminary plat of Peaceful Meadows Sub-division, as requested by Ben Szurgot.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to approve the Plat of Homestead Sub-division, Plaze I and II, upon deposit of \$150,000.00 Surety 'Bond by Mr. Pete Newberry, to cover the cost of road construction within said sub-division.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to / approve the Final Plat - Trails End Sub-division, Precinct No. 3 Johnson County.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve the Preliminary Plat - Golden 60's Subdivision, Precinct No. 3, Johnson County.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese $^{\prime}$ to rescend the Preliminary Plat approval of Golden 60's Subdivision.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to make a part of these minutes the letter from Governor Clements to declare Johnson County a disaster area.

All voted aye.

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WILLIAM P. CLEMENTS, JR. GOVERNOR

223



OFFICE OF THE GOVERNOR
STATE CAPITOL
AUSTIN, TEXAS 78711

September 30, 1982

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

Dear Judge Altaras:

Thank you for your recent letter requesting disaster assistance for farmers that were adversely affected by the severe spring storms that struck your area.

Your concern for the agricultural community in your County is understandable and I am anxious for this critical situation to be alleviated. Therefore, I am requesting that Secretary of Agriculture Block designate your County a disaster area for the purpose of making Farmers Home Administration emergency loans available to farmers suffering physical and economic losses.

Your interest in this matter is certainly appreciated and if I may be of further assistance, please let me know.

Sincerely,

William P. Clements, Jr.

Governor of Texas

WPC/DEM/Ga

224

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to authorize payment of \$2,000.00 to the Austin State Hospital in accordance with the County Out-reach Agreement, when funds become available.

All voted aye.

The notification from Rusk State Hospital that pre-trial evaluations is hereby made a part of these minutes.

Rush- St. Hospital

Texas Deporting to of Memoline with and Mental Remarkation



Gary E. Miller, M.D. Commissioner

September 28, 1982

Rusk State School • Skyview Maximum Security Unit P.O. Box 318, Rusk, Texas 75785 (214) 683-3421

Robert S. Glen, M.D. Superintendent

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

Re: Pre-Trial Evaluations Performed by Skyview Maximum Security Unit Staff at Rusk State Hospital

Dear Judge:

I respectfully request your indulgence on a matter that may affect your court's immediate disposition of criminal defendants who are subject to the provisions of Section 3, Article 46.02, Texas Code of Criminal Procedure--Examination of the defendant.

An increase of inpatient population on the Skyview Maximum Security Unit and the stabilization thereof, requires immediate steps be taken to curtail this situation. In addition, steps must be taken to assure adequate facilities and resources are available to provide care and treatment for the increasing number of patients committed under mandatory provisions in the statutes. In order to successfully accomplish mandated requirements, services now rendered pursuant to Section 3(b), Article 46.02, C.C.P., shall be discontinued.

On October 15, 1982, and thereafter until further notice, defendants (patients) subject to the provisions of Section 3, Article 46.02, C.C.P., will not be accepted for admission to the Skyview Maximum Security Unit at the Rusk State Hospital.

My superiors, both at the Rusk State Hospital and the Central Office, TDMHMR, endorse this endeavor. I believe this course of action is an appropriate alternative to help solve the Unit's over-crowded conditions. I sincerely regret the possible inopportune nature of this correspondence and any inconvenience the decision may cause.

Respectfully yours,

Charles N. Taylor, Jr.

Director, Skyview Maximum Security Unit

cc: Robert S. Glen, M.D., Superintendent, Rusk State Hospital Kenny Dudley, Acting Deputy Commissioner, TDMHMR

Paul Mascot, Legal Division, TDMHMR

District Attorney

In Educi Optionary, Affirmative Action Employer

A motion was made by Commissioner Aldridge and seconded by Commissioner Lambert to make a part of these minutes the petition to detach certain described property from the Mansfield Independent School District and annex it to the Arlington Independent School District.

All voted aye.	
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TO: COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS

Pursuant to the statutes of the State of Texas, and in particular Section 19.261 Education Code, State of Texas, the undersigned property and residents of the property described below hereby petition you to dedach the below described property from the Mansfield Independent School District and armex it to the Arlington Independent School District. In support of their request the undersigned would show as follows:

Prior to the time the undersigned purchased their homes, officials of the Mansfield Independent School District entered into some sort of agreement involving the developer of the below described tract, the City Tax Collector for the City of Arlington and the Arlington Independent School District. Purcuant to such agreement the school taxes upon the property in question have been paid, for several years, to the Arlington Independent School District through the Arlington City Tax Collector. The children residing upon the property in question have been allowed to attend Arlington Schools. This has all been done with the consent of both school districts, the developer and the tax collectors of both districts.

This arrangement or accommodation placed the developer, home harborn and salesmen in a position to assert that the property in question was located in the Arlington Independent School District. Based upon representations made at the time of purchase, the undersigned thought that they were buying a home located in the Arlington Independent School District, when in truth and fact, the party is located in the Mansfield District.

It was not until the late part of 1980 that the undersigned discorthat they were in the Mansfield Independent School District. The unit
have been paying their school taxes to the Arlington Independent School District.

ading their children to the Arlington District, ever since acquiring their

The undersigned have recently petitioned each school district in question for relief by voluntary detachment and annexation.

On January 27, 1981, the Arlington Independent School District, by resolution, approved the petition and agreed to annex the land in question.

On February 24, 1981, the Mansfield Independent School District refused to voluntarily detach the property in question. A copy of the petition and action by the Arlington School District is attached hereto, marked Exhibit "A"

This proposed change does not violate any statutory provision including, but not limited to Section 19.261, 19.331 et seq and Commissioner Court can make the adjustments called for in Section 19.431 et seq of Texas Education Code.

The signators below constitute 100% of the adult residents, 100% of the property owners and 100% of the qualified voters residing within the area sought to be detached from Mansfield Independent School District and added to the Arlington Independent School District.

Both school boards involved herein are seven member boards.

The description of the property sought to be detached from the Mansfield Independent School District and added to the Arlington Independent School District is as follows:

Being a tract of land in Tarrant County, Texas and described:

BEGINNING at a point where the Southeast corner of the A.M. Smith Survey intersects the North line of the W. Stephens Survey;

THENCE East along a line which is an extension of the South line of A.M. Smith Survey 52 variat to a point for corner;

THENCE North along a line perallel to and 52 varas East of the East line of the A.M. Survey a distance of 583 varas to a point for corner;

THENCE West a distance of 52 varas to a point in the East line of the A.M. Smith Survey;

THENCE South along the East line of the A.M. Smith Survey 583 varas to the place of beginning.

The same being Lots 1 through 19, Block 5 of the Wimbledon Subdivision, City of Arlington, Tarrant County, Texas.

WHEREFORE, we respectfully petition you to disannex such property from the Mansfield Independent School District and annex it to the Arlington Independent School District, to comply with all statutory safeguards and requirements and further pray for general relief.

Respectfully submitted,

Voter and Property Owner	Address	¥ 1
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Bruy;	4505 Cross Ca	ech W
and Sheller	ago Craw Co	ech es al
Un W. Smich		ek Ct Sel TX
Mary hypor Davi	4903 Cass Cu	bu Ct. Anital
Mack & Davis	4903 CRUSS CA	leek et 10
Jeanne Clemone	4911 Cross C	eek Ct. al. Tx.
Jelse Clenns	4911 Cross C	REEK O, arlan
Kartu Pack	495 Cross	Prick Co acl.
Paul Fach	4915 Cross (rud Ct al.
T. V. DeRasalto	5001 RIVER	R106e Art.
Sherri Dulautt	500/ Kever	Redge asi.
Moyalana T. Stype	5003 River	\sim \sim
Starken Telepe	5003 Rim R	U
Leslie Wharton	5005 Renew L	2 V
Jorman Wharton	5005 River)	4

<u>Address</u> 5009 Revie Redge Road Les Les 5009 RIVER KIDGE ROAD Camell K. Lee 5105 River Ridge Rd. Than Powell Rig Popel & 5105 River Ridge Rd 5107 Rain Row LQ 5107 Riner Ridge Rd 5109 River Redge Rd 5109 Rever Ridge Id. 5117 RIVERRASERP. 5117 River Ridge Rd Im Malie Winkam 5007 River Redge Pld. Larline L. Miller 500 lie Kidgold. John a. Wille 5011 River Robge RD. Show J. Mola John Molou 5011 River Robge Bl. Edgar In Eogle 5111 Romer Redge Rd 5111 Rusie Midge to Pargaret G. Bagle 5115 Kning Robe William Hory Shite Terley Dearie Shilete 5115 Liver Kidge

Exhib, + A

231

. TO: Board of Trustees
Arlington Independent School District

We, the undersigned property owners and residentsof the property described on the second page of this document (addressed to Mansfield Independent School District) hereby petition you to annex such property to your School District. We purchased our homes firmly believing that we were in the Arlington District. We have paid taxes to the Arlington District for up to five years and have sent our children to your schools. By our signatures affixed to pages 2,3 and 4 hereof we respectfully request that you annex the real property described on page 2 hereof. We point out later in this document, and it is a fact, we own 100% of the property we seek for you to annex and feel Mansfield Independent School District to detach (disannex).

TO: Board of Trustees Mansfield Independent School District

We, the undersigned property owners and residents of the property described below, hereby petition your Board to disannex the said real property from your district. We purchased our homes under the representations from all concerned that they were located in the Arlington Independent School District. We have paid our taxes to Arlington Independent School District for up to five years and our children have attended school in that District. We certainly have nothing against the Mansfield District and would like to end the confusion peacefully and with as little notoriety and publicity as possible.

We own 100% of the property below sought to be disannexed. The property is described as follows:

Being a tract of land in Tarrant County, Texas and described:

BEGINNING at a point where the Southeast comer of the A. M. Smith Survey intersects the North line of the W. Stephens Survey;

THENCE East along a line which is an extension of the South line of A. M. Smith Survey 52 varas to a point for comer;

THENCE North along a line parallel to and 52 varas East of the East line of the A. M. Survey a distance of 583 varas to a point for corner;

THENCE West a distance of 52 varas to a point in the East line of the A. M. Smith Survey;

THENCE South along the East line of the A. M. Smith Survey 583 varas to the place of beginning.

Address

Property Owner	Address
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Kenne (Elemen	4911 Cross Creck Ft.

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Property Owner

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Property Owner

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I hereby certify that the following Resolution and Motion was made at a Called Meeting of the Board of Trustees, Arlington Independent School District, on January 27, 1981 at 6:00 p.m. Dr. Telle read the Resolution.

It appearing to the Board of Trustees that a petition for detachment and annexation has been signed by a majority of the qualified voters in the territory on Exhibit A attached hereto, the petition for annexation of that property, namely, Lots 1 through 19, Block 5 of the Wimbledon Subdivision is approved by this Board.

Motion by Mrs. Barnett, seconded by Mr. McClaskey, to adopt the Resolution as read by Dr. Telle.

Voting For: 7
Voting Against: 0

J, W. Counts, Superintendent

Arlington Independent School District

Sworn and subscribed to before me this 29th day of January, 1981

Notary Public in Tarrant County, Texas

My Commission Expires November 21, 1984.

A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to appoint Jack Davis, 117 N. Clark, Burleson, Texas, Election Judge, Voting Box 6, Burleson, Texas.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Lambert to authorize hospitalization insurance for one baliff, 18th District Court.

Voted Aye Tommy Altaras Billy F. Roe A. J. Lambert Loyd H. Reese

Abstained

B. B. Aldridge

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

All voted aye.

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

A11 voted aye.

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

NOVEMBER 8, 1982 - 9:00 A.M.

- 1. Reading of the Minutes
- 2. Payment of Bills
- ✓3. Proposals for Independent Audits
- 4. Discussion of Hospitalization Changes
- √ 5. Advise Commissioners of Special Called Meeting for November 12, 1982 at 9:30 A.M.
- √ 6. Consideration of Approval of Tracts of Land to Construct

 Rock Creek Bridge
- √ 7. Formal Resolution of Roadside Park Land
- √8. Canvas Election
- y9. Repair to Judge Vernon Ashers' Office

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

TOMMY ALTAR

POSTED: NOVEMBER 4, 1982

JOHNSON COUNTY COURTHOUSE

9:00 A.M.

STATE OF TEXAS

:

NOVEMBER 8, 1982

COUNTY OF JOHNSON

BE IT REMEMBERED AT A REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS. Court
IN AND FOR JOHNSON COUNTY, TEXAS, on the above mentioned date at the Courthouse in Cleburne,
A. J. Lambert, presiding.
Johnson County, Texas, with the following members present: / Billy F. Roe, Commissioner of
Precinct No. 1; A. J. Lambert, Commissioner of Precinct No. 2; Loyd H. Reese, Commissioner
of Precinct No. 3; B. B. Aldridge, Commissioner of Precinct No. 3; Tommy Altaras, Absent,

No action was taken by the court on proposal from three (3) firms for an Independent Audit of County finances:

The proposals from:

and Joe L. Townes, County Clerk.

- 1. Peat, Marwick, Mitchell & Co.
- 2. Wheatley, Sessions & Gentry
- 3. Estes, Koleander & Pou

will be studied in detail before accepting any of the proposals.

Item four discussion of Hospitalization Insurance changes was passed until the full court is present.

The court was advised of a Special Called Meeting for November 12, 1982, at 9:30 \checkmark A. M. for the purpose of approving bonds.

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to pass a Resolution to accept a Quit Claim Deed from the State of Texas to Johnson County on a 8.937 acre tract of land consisting of the old roadside park on Highway 174, North at the railroad over-pass.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to approve the results of the November 2, 1982, General Election Returns, as canvassed by the Commissioners' Court.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to $\sqrt{}$ advertise for bids on hospitalization policy for County Employees.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Reese to accept the settlement with the Nitsche Insurance Company, in the amount of \$26,000.00 for storm damage to the roof of the courthouse.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Aldridge to authorize the County Auditor to advertise for bids to repair the courthouse roof.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Roe to / have the court inspect Justice of the Peace, Vernon Asher's) office to determine needed repairs. The matter will be on the Agenda of the next meeting.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Reese to

authorize Tax Collector Ed Carroll and two employees to attend a Tax Seminar workshop to

be held in Austin, Texas, December 5, 6, 7, 1982.

All voted aye.

The approval of six (6) land parcels needed for the construction of the Rock $\sqrt{}$ Creek bridge was passed until the next meeting of the court.

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

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to approve Final Plat of High Country Estates Subdivision, Precinct No. 3, and the perculation test made a part of these minutes.

All voted aye.

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SOIL TEST REPORT

PLICANT:		FIFAAI	nte 1	Homes		Phone.	295-1420
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	City	30/1031	7		State		
PERTY LO	OCATION:	D	look	Sut	odivision <i>High</i>	h Country	y Est.
	Lot Street/Roa	d Address	10CK	.R. 516	3		
	Unincorpor	ated Area G	√ / `	or city			
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the Tarrant County Health Department.

(Report to be submitted in duplicate with appropriate application and filing fee to the Tarrant County)
(Department of Public Health, 1800 University Drive, Fort Worth, Texas 76107, Phone 336-9241

A motion was made by Commissioner Reese and seconded by Commissioner Roe to $\sqrt{\text{approve the Preliminary Plat of Hidden Glen Subdivision, Precinct No. 3, and make a part of these minutes the perculation test.}$

All voted aye.

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SOIL TEST REPORT

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	City Burleson				ate 7×.	Zip 760
ROPERTY LO	OCATION:					
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	Unincorporated Area (✓) Additional Information _		-			
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3 Location of	f existing or proposed water we	11s.				
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	information that may influence					
the function	n of proposed system	_				
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•	from Sustem or other approved re	eporting me	thod shall be us	sed.		
TE COMMENT	FS! Presence of upper water she	·d			YesN	。 <i>_</i>
5.0	 Presence of adjacent ponds, Existing or proposed water v 	, streams, w well in near	by area.		Yes N	0
	Organized sewage disposal	service ava	ilable to lot or	tract	YesN	0
TESTED BY:	: Signature Bung	B. L	wys		State Registrat	ion No. 15709
	Firm Stargo. In Address P.O. Box	2511	Burle		Phone	2 4 2 4 4 4 4 4
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It should be understood that the test debt and other information given in this report does not cover nor infer approval for the installation of the individual septic tank system(s). The design, construction and installation of each system is based upon the specific conditions affecting each lot or tract and must be subsequently reviewed and approved by the Tarrant County Health Department.

(Report to be submitted in duplicate with appropriate application and filing fee to the Tarrant County)
(Department of Public Health, 1800 University Drive, Fort Worth, Texas 76107, Phone 336-9241

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

All voted aye.

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

All voted aye.

COUNTY JUDGE

COUNTY CLERK

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CRUM & FORSTER

Insurance Companies

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□ wr	☐ INT .	POLICY NUMBER	POLICY TERM	DATE OF LOSS	KIND OF LOSS	CAT. NO.	CLAIM NUMBER
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	U.P.P.				S	\$	s
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			STATEMENT OF LOSS			DETAILS	LOSS
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					AMOUNT PAID		20111

SWORN STATEMENT IN PROOF OF LOSS

AMOUNT OF POLICY AT TIME OF LOSS	C 572190 POLICY NUMBER
	POLICY NUMBER
S-13-50 DATE ISSUED	BURKESON TENAS
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
S-15-83 DATE EXPIRES	AGENT TOUR
To the UNITED STATES FIRE INS. CO. WESTCHESTER FIRE INS. CO. NEW YORK, N.Y.	COINTERNATIONAL INSURANCE CO.
At time of loss by the above indicated policy of insurance you insured	
Just St. A CLUMTY Com miss to Co	1.10 T
, , , , , , , , , , , , , , , , , , ,	
against loss by Hill TTER to the property describe	ed under Schedule "A," according to
the terms and conditions of the said policy and all forms, endorsements, transfers and assign	iments attached thereto.
1. Time and Origin: A HALL STEE loss occurred abo	out the hour ofo'clockM.,
on the 2 day of PARIL 19 5 L. The cause and origin of the said loss were:	
on the - A day of Print E 17 - I The cause and origin of the said loss were:	
2. Occupancy: The building described, or containing the property described, was occupied	ed at the time of the loss as follows.
and for no other purpose whatever: I condend converse Control the is	
	and the latest and th
3. Title and Interest: At the time of the loss the interest of your insured in the property d	escribed therein was
No other person c	or persons had any interest therein or
incumbrance thereon, except:	
4. Changes: Since the said policy was issued there has been no assignment thereof, or	change of interest, use, occupancy,
possession, location or exposure of the property described, except: 🐧 🚜	
	The state of the s
The state of the s	
5. Total Insurance: The total amount of insurance upon the property described by this p	
\$ as more particularly specified in the apportionment attached	d under Schedule C, besides which
there was no policy or other contract of insurance, written or oral, valid or invalid.	
6. The Actual Cash Value of said property at the time of the loss was	******
o. The Actual Cash value of said property at the time of the loss was	
7. The Whole Loss and Damage was	25, 150, "
8. Less Amount of Deductible	\$ - 100,50
	\$ 25,550.00
9. The Amount Claimed under the above numbered policy is	· · \$ ~ > > > > >
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The said loss did not originate by any act, design or procurement on the part of you been done by or with the privity or consent of your insured or this affiant, to violate the condi-	ir insured, or this attiant; nothing has
no articles are mentioned herein or in annexed schedules but such as were destroyed or da	amaged at the time of said loss: no
property saved has in any manner been concealed, and no attempt to deceive the said compa	iny, as to the extent of said loss, has
in any manner been made. Any other information that may be required will be furnished a	and considered a part of this proof.
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The furnishing of this blank or the preparation of proofs by a representative of the above of any of its rights.	ve insurance company is not a waiver
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Country of Jahrson ling Calint 1711 Hol	li Co Aculter Insured
ν	S 2
Subscribed and sworn to before me this 9 day of Morisiular 198	· ,~
Adjuster - Notary Public	
Adjúster — Notary Public	

AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON COUNTY

COMMISSIONERS' COURT

COUNTY COURTROOM - THIRD FLOOR

JOHNSON COUNTY COURTHOUSE

NOVEMBER 12, 1982 - 9:30 A.M.

- 1) Approve Bonds
- 2) Joint Meeting of Hospital Board & Commissioners
- 3) Consideration of Approval of Tracts of Land to Construct Rock Creek Bridge
- 4) Consideration of Burleson Sub-Courthouse, J.L. Phinney, Tax Collector- Ed Carroll
- 5) Payment of Architectural Fees for Jail
- 6) Consideration of Auditors' Report on Purchasing

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

TOMMY ALTARAS County Judge

POSTED: NOVEMBER 8, 1982

JOHNSON COUNTY COURTHOUSE

9:00 A.M.

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STATE OF TEXAS

:

NOVEMBER 12, 1982

COUNTY OF JOHNSON

BE IT REMEMBERED AT A SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above mentioned date at the Courthouse in Cleburne, Johnson County, Texas, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1; A. J. Lambert, Commissioner of Precinct No. 2; Loyd H. Reese, Commissioner of Precinct No. 3; B. B. Aldridge, Commissioner of Precinct No. 4;

Gordon Cockerham, President, and Barbara Giesen, Secretary, Burleson Chamber of Commerce, presented blue prints of the proposed Burleson Chamber of Commerce Building, including an area designated as a sub-courthouse consisting of 1.043 square feet, which the county could lease for approximately 70 cents per square foot per month.

The court accepted the plan for further study.

Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

A committee to study the sub-courthouse proposal was appointed by Judge Altaras:

A. J. Lambert
J. L. Phinney
Joe Townes

Loyd Reese Ed Carroll

Committee to report on:

Ne Merica

- 1. Temporary facility for approximately 6 months
- 2. Go over proposed plans with Burleson Chamber of Commerce and report to the court by Dec. 1, 1982.

SUB-COURTHOUSE OFFICE OPTIONS

1. Ken Jenkins Office:

121. N. W. Ellison (2 blocks off Hwy. 174)
700 Sq. Ft.
\$500.00 includes utilities
Office equipment available
Reception area and 2 offices available.
No deposit with a month to month lease.
Coffee bar and private bath.

2. Nitsche Insurance (Rattikin Title Bldg.)

228 N. E. Wilshire, Suite C 1200 Sq. Ft. \$450.00 plus electricity Stairway. No deposit with a month to month lease. Coffee bar and private bath.

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Court convened in Executive Session at 10:00 A. M. Reconvened in open court at 10:25 A. M. with all members of the court present:

RESULTS:

A motion was made by A. J. Lambert and seconded by Loyd Reese to approve the purchase of three tracts of land for Right-of-Way to construct Rock Creek Bridge:

Tract 1 - Kenneth Pound \$855.00 plus title policy

Tract 2 - Jenny Bell Conner \$1,162.00 - .2 acres

Tract 3 - Weldon G. Wadsworth \$2,054.00 - 75 acres

and

To remodel the handicapped entrance north basement door of the courthouse.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to approve Preliminary Plat of the Timbers Sub-division, Precinct No. 3, and to deposit a \$500.00 escrow fee with the County Auditor.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to pay the annual membership dues to the North Central Texas Council of Governments for the period October 1, 1982, through September 30, 1983, in the amount of \$685.00.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to authorize the County Judge to write a letter to the Chairman of the Rural Fire Commission. The Chairman to instruct each Fire Department member to submit an inventory of all of their equipment and an operating budget to the Rural Fire District Board of Directors.

All voted aye.

The court took under consideration the request of the County Auditor to employ a County Purchasing Agent on a full time basis. The matter will be placed on the next Agenda.

A motion was made by Commissioner Roe and seconded by Commissioner Lambert to authorize repairs to Judge Vernon Ashers' office.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to $\sqrt{}$ authorize the payment of Architectural fee for the jail addition project.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to authorize the Commissioner of Precinct No. 2, A. J. Lambert, to sell a used tail-gate spreader for \$55.00.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Aldridge to appoint the following committee to study and make a report to the Commissioners court

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on creating additional voting boxes, consolidating certain election boxes, moving the / voting places of certain election boxes and other matters relating to improving the election process.

Joe Townes Lowell Stroud Mary Burton C. A. Austin

David Anderson Evelyn Peppers Mrs. A. L. Ross Loyd Reese

All voted aye.

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

All voted aye.

COUNTY CLERK

COUNTY JUDGE

... 000 0000...

AGENDA

NOTICE OF SPECIAL CALLED MEETING OF THE JOHNSON

COUNTY COMMISSIONERS' COURT

COUNTY COURTROOM - JOHNSON COUNTY COURTHOUSE- 3RD

3RD FLOOR - NOVEMBER 18, 1982 - 9:00 A.M.

- 1) Consideration of Approval of Industrial Board Bonds
- 2) Consideration of Outside Audit
- 3) Consideration of Local Option Petition For Beer-Wine, Off Premises for Venus
- 4) Consider Increase of Funds for Farm to Market Roads
- 5) Consider Increase of Criminal Fines for Vandalism to Road Signs

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

TOMMY ALTARAS
County Judge

POSTED:

NOVEMBER 15, 1982.

JOHNSON COUNTY C.

9:00 A.M.

STATE OF TEXAS

NOVEMBER 18, 1982

COUNTY OF JOHNSON

EE IT REMEMBERED AT A SPECIAL CALLED MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT IN AND FOR JOHNSON COUNTY, TEXAS, on the above mentioned date at the Courthouse in Cleburne, Johnson County, Texas, with the following members present: B. B. Aldridge, Commissioner of Precinct No. 4, presiding, Billy F. Roe, Commissioner of Precinct No. 1; A. J. Lambert, Commissioner of Precinct No. 2; Loyd H. Reese, Commissioner of Precinct No. 3; and Joe L. Townes, County Clerk.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe that the Resolution be adopted approving an agreement by Johnson County Industrial Development Authority, and same be made a part of these minutes.

All voted aye.

CERTIFICATE FOR
RESOLUTION APPROVING AN AGREEMENT BY
JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
TO ISSUE BONDS FOR
RUBBERMAID COMMERCIAL PRODUCTS INC.
AND A GUARANTEE AGREEMENT WITH
RUBBERMAID INCORPORATED
AND THE BOND RESOLUTION PROVIDING FOR
THE ISSUANCE OF SUCH BONDS

THE STATE OF TEXAS COUNTY OF JOHNSON

We, the undersigned County Judge and County Clerk of said County, hereby certify as follows:

1. The Commissioners Court of said County convened in SPECIAL TERM ON THE 18TH DAY OF NOVEMBER, 1982, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

Tommy Altaras, County Judge Billy F. Roe Loyd Reese

Joe L. Townes, County Clerk

A. J. Lambert
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

RESOLUTION APPROVING AN AGREEMENT BY
JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
TO ISSUE BONDS FOR
RUBBERMAID COMMERCIAL PRODUCTS INC.
AND A GUARANTEE AGREEMENT WITH
RUBBERMAID INCORPORATED
AND THE BOND RESOLUTION PROVIDING FOR
THE ISSUANCE OF SUCH BONDS

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

AYES:	All	membe	ers	οf	said	Commissioners	Court	shown
	pres	sent a	abov	e v	oted	"Aye".		

NOES:	NONE		
	(
ABSTENTIONS:		NONE	

That a true, full, and correct copy of the aforesaid Resolution adopted at the Term described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Commissioners Court's minutes of said Term; that the above and foregoing paragraph is a true, full, and correct excerpt from said Commissioners Court's minutes of said Term pertaining to the adoption of said Resolution; 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; and 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 Resolution would be introduced and considered for adoption 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. Stat. Article 6252-17.

SAGNED AND SEALED the 18th day of November, 1982.

RESOLUTION APPROVING AN AGREEMENT BY
JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
TO ISSUE BONDS FOR
RUBBERMAID COMMERCIAL PRODUCTS INC.
AND A GUARANTEE AGREEMENT WITH
RUBBERMAID INCORPORATED
AND THE BOND RESOLUTION PROVIDING FOR
THE ISSUANCE OF SUCH BONDS

WHEREAS, Johnson County Industrial Development Authority was created under the auspices of Johnson County, Texas; and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted.

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS THAT:

Section 1. The "Loan Agreement between Johnson County Industrial Development Authority and Rubbermaid Commercial Products Inc.", in substantially the form and substance as attached to this Resolution and made a part hereof for all purposes, is hereby approved, and Bonds in the principal amount of \$8,000,000, may be issued pursuant thereto for the purpose of paying the cost of acquiring and constructing or causing to be acquired and constructed the Project as defined and described therein.

Section 2. The "Resolution Authorizing the Issuance of Johnson County Industrial Development Authority Revenue Bonds, Series 1982 and the Execution of a Trust Indenture (Rubbermaid Commercial Products Inc. Project)", in substantially the form and substance attached to this Resolution and made a part hereof for all purposes, is hereby specifically approved, and the Bonds may be issued as provided for therein.

Section 3. The "Guarantee Agreement between Johnson County Industrial Development Authority and Rubbermaid Incorporated" in substantially the form and substance attached to this Resolution and made a part hereof for all purposes, is hereby approved.

LOAN AGREEMENT

BETWEEN

JOHNSON COUNTY INLUSTRIAL DEVELOPMENT AUTHORITY

AND

RUBBERMAID COMMERCIAL PRODUCTS INC.

The Johnson County Industrial Development Authority has granted a security interest in and assigned to RepublicBank Dallas, National Association, as Trustee under the Trust Indenture dated as of the date hereof, all of its interests in all "Installment Loan Payments" due pursuant to and under this Loan Agreement (and in the "Loan Payment Guarantee" under the "Guarantee Agreement" attached hereto and made a part hereof for all purposes) to secure its Revenue Bonds, Series 1982 (Rubbermaid Commerical Products Inc. Project).

DEBTOR:

SECURED PARTY:

Rubbermaid Commerical Products Inc. 3124 Valley Avenue Winchester, Virginia 22601 Johnson County Industrial
Development Authority
403 North Main
Cleburne, Texas 76031

ASSIGNEE:

RepublicBank Dallas, National Association Pacific & Ervay
P. O. Box 2964
Dallas, Texas 75221

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LOAN AGREEMENT

This Loan Agreement dated as of October 15, 1982, between Johnson County Industrial Development Authority and Rubbermaid Commercial Products Inc.

WITNESSETH:

ARTICLE I

DEFINITIONS; GENERAL RECITALS, FINDINGS, AND REPRESENTATIONS

Section 1.01. DEFINITIONS. In addition to all other words and terms defined herein, and unless a different meaning or intent clearly appears from the context, the following words and terms shall have the following meanings, respectively, whenever they are used herein:

Act - The Development Corporation Act of 1979, as amended (Article 5190.6, V.A.T.C.S.).

Agreement - This Loan Agreement, together with Exhibit A attached to this Loan Agreement, and all amendments and supplements to this Loan Agreement.

Approving Officer - Any officer or employee of the User designated in writing by the User as an Approving Officer, with a specimen signature of such officer or employee contained in such writing. Such certificate may designate an alternate or alternates.

Article - Any subdivision of this Agreement designated with a roman numeral.

Board or Board of Directors - The lawfully qualified board of directors of the Issuer.

Bondholder - The bearer of any Bond not registered as to principal (or registered as to bearer) or the owner of any Bond registered as to principal (except to bearer).

Bond Counsel - An attorney or firm of attorneys experienced in matters relating to municipal bond law and the tax exemption of interest on bonds of states and their political subdivisions, selected by the Issuer and satisfactory to the Trustee and the User

Bond Resolution - The Initial Bond Resolution and each resolution of the Board of Directors authorizing the issuance of Fonds (including the Trust Indenture prescribed and authorized to be executed in the Initial Bond Resolution)

together with any supplemental resolutions or amendments to such resolutions or such Trust Indenture.

Bonds - Any and all revenue bonds of the Issuer issued and delivered to finance and pay for all or any part of the Cost of the Project pursuant to the Act and this Agreement, including initial series or issues of revenue bonds and revenue bonds issued to finance and pay for all or any part of the Cost of completing the Project, and any revenue bonds issued for the purpose of refunding or replacing any Bonds.

Code - The Internal Revenue Code of 1954, as amended.

Commission - The Texas Industrial Commission, and its successors and assigns.

Construction Fund - The segregated account or accounts into which certain proceeds from the sale and delivery of each series of Bonds will be deposited as provided in each Bond Resolution (excepting any Bond Resolution authorizing revenue bonds to refund any Bonds).

Cost - With respect to the Project, the cost of acquisition, construction, reconstruction, improvement, and expansion of the Project as provided in the Act, including, without limitation, the cost of the acquisition of all land, rights-of-way, property rights, easements, and interests, the cost of all machinery and equipment, financing charges, interest during construction, necessary reserve funds, cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, reconstructing, improving, and expanding any such Project, administrative expense, and such other expense as may be necessary or incident to the acquisition, construction, reconstruction, improvement, and expansion thereof, the placing of the same in operation, and the financing of the Project.

Debt Service Fund - The segregated account or accounts in which Installment Loan Payments will be deposited as provided in each Bond Resolution.

Governmental Unit - Johnson County, a political subdivision of the State of Texas.

Guarantee - The Guarantee Agreement dated as of October 15, 1982, between the Issuer and the Guarantor.

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Guarantor - Rubbermaid Incorporated, a corporation organized and existing under the laws of the State of Ohio, and its permitted successors and assigns.

Inducement Date - September 9, 1981.

Initial Bond Resolution - The Bond Resolution adopted by the Board of Directors, authorizing the issuance and delivery of Johnson County Industrial Development Authority Revenue Bonds, Series 1982 (Rubbermaid Commercial Products Inc. Project) in the aggregate principal amount of \$8,000,000.

Issuer - Johnson County Industrial Development Authority.

Installment Loan Payments - Payments required to be made by the User to amortize each series or issue of Bonds, as provided for in the applicable Bond Resolution, including the principal of, redemption premium, if any, and interest on such Bonds when due (whether at stated maturity, upon redemption prior to stated maturity, or upon acceleration of stated maturity), any agreed liquidated damages owed by the User to the Bondholders, and all fees and expenses of the Trustee, Registrar, and any Paying Agent for such Bonds, together with any other payments required by such Bond Resolution or the Trust Indenture, other than the fees and expenses of the Issuer.

Loan - The loan of the proceeds of the sale of the Bonds as described in Section 3.01.

Paying Agent - The Trustee and any other paying agent for an issue or series of Bonds named in the Bond Resolution authorizing such Bonds.

Project - The land, buildings, equipment, facilities, and improvements described in Exhibit A to this Agreement.

Project Location - The City of Cleburne, Texas.

Registrar - The registrar for the Bonds named in the Bond Resolution.

Regulations - The regulations promulgated by the United States Treasury Department pursuant to the Code.

Section - Any subdivision of this Agreement designated by arabic numerals.

Trust Indenture - The trust indenture, including all supplements and amendments thereto, prescribed in and

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executed and delivered pursuant to the Initial Bond Resolution.

Trustee - The corporate trustee named under the Trust Indenture, and its successors or assigns.

User - Rubbermaid Commercial Products Inc., a corporation organized and existing under the laws of the State of Delaware and fully qualitied to transact business in the State of Texas, and its herein permitted successors and assigns.

References in the singular number in this Agreement shall be considered to include the plural, if and when appropriate.

Section 1.02. GENERAL RECITALS, FINDINGS, AND REPRE-SENTATIONS. (a) The Issuer is a nonstock, nonprofit industrial development corporation organized and existing under the laws of the State of Texas, including particularly the Act.

- (b) The Issuer is a duly constituted authority and public instrumentality of the Governmental Unit, a political subdivision of the State of Texas, within the meaning of the Regulations and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Code, and the Issuer is functioning and acting solely on behalf of the Governmental Unit.
- (c) The User is fully qualified to transact business in the State of Texas, and is fully authorized by law and corporate proceedings to execute this Agreement.
- (d) This Agreement is authorized and executed pursuant to applicable laws, including the Act.
- (e) The User has requested the Issuer to finance the Cost of the Project.
- (f) The Issuer has determined, in the public interest, that it will finance the Cost of the Project, and loan money to the User for such purpose in the manner provided in the Act and this Agreement.
- (g) The governing body of the Governmental Unit has approved this Agreement by written resolution as required by the Act.
- (h) The Issuer and the User have taken all action and have complied with all provisions of law with respect to the execution, delivery and performance of this Agreement and

the due authorization of the consummation of the transactions contemplated hereby, and this Agreement has been duly executed and delivered by, and constitutes a valid and legally binding agreement of, the Issuer and the User, enforceable against the respective parties in accordance with its terms.

- (i) The execution of this Agreement and the performance of the transactions contemplated hereby will not violate any law or regulation, or any Articles of Incorporation, Charter, or Bylaws, or any judicial order, judgment, decree, or injunction, or contravene the provisions of or constitute a default under any agreement, indenture, bond resolution, or other instrument to which the Issuer or the User is a party.
- (j) The User represents to the Board and the Commission that (1) the Project will contribute to the economic growth or stability of the Governmental Unit by (aa) increasing or stabilizing employment opportunities in the Governmental Unit, (bb) significantly increasing or stabilizing the property tax base of the Governmental Unit and (cc) promoting commerce within the Governmental Unit and the State of Texas; (2) it has no present intention of using or moving any portion of the Project outside the State of Texas or disposing of or abandoning the Project; and (3) it has no present intention of directing the Project to a use other than the purposes represented to the Governmental Unit and the Commission.

NOW THEREFORE, in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the Issuer and the User contract and agree as follows:

ARTICLE II

THE PROJECT

Section 2.01. APPROVALS AND PERMITS. The Issuer and the User agree to use their best efforts to obtain the necessary approval of this Agreement by the Commission as required by the Act, prior to the issuance of the Bonds, and to obtain all other permits necessary with respect to the acquisition, construction, equipping, and furnishing of the Project.

Section 2.02. ACQUISITION AND CONSTRUCTION. (a) The Project shall be acquired, constructed, equipped, and furnished with all reasonable dispatch, and the User will use its best efforts to cause such acquisition, construction, equipping, and furnishing to be completed as soon as practicable, delays incident to strikes, riots, acts of God, or the public enemy, or other causes beyond the reasonable control of the User only excepted; but if for any reason there should be delays in such acquisition, construction, equipping, and furnishing there shall be no diminution in or postponement of the Installment Loan Payments to be made by the User hereunder, and no resulting liability on the part of the Issuer.

(b) The User shall acquire, construct, equip, and furnish the Project or cause the Project to be acquired, constructed, equipped, and furnished and the Issuer shall have no responsibility or liability whatsoever with respect to the Project and the acquisition, construction, equipping, and furnishing thereof. It is agreed and understood that the User has entered into and executed and will enter into and execute all agreements and contracts necessary to assure and accomplish the actual acquisition, construction, equipping, and furnishing of the Project (and that the Issuer shall not execute any such agreements or contracts) and that the User will carry out, pay, supervise, and enforce all such agreements and contracts, and will provide for such insurance on and in connection with the acquisition, construction, equipping, and furnishing of the Project as it deems necessary or advisable or as is required by law and this Agreement. The User shall pay, from proceeds from the sale and delivery of the Bonds loaned to it pursuant to this Agreement, and from any available income or earnings derived therefrom, and from other funds of the User to the extent necessary, the entire Cost of the Project. The User shall promptly pay all taxes, including specifically all sales taxes and ad valorem taxes, in connection with the Project and the acquisition, construction, equipping, and furnishing thereof. The Issuer shall loan certain proceeds from the sale of the Bonds to the User to be used by the User to pay

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all or part of the Cost of the Project, in accordance with procedures to be established in any applicable Bond Resolution, including provisions for reimbursing the User for paying all or any part of such Cost under the aforesaid agreements and contracts for the acquisition, construction, equipping, and furnishing of the Project prior to the User's receipt of the Loan as hereinafter provided. It is specifically provided, however, that none of the proceeds from the sale of the Bonds will be used to reimburse the User for, or to pay (and the User hereby covenants and agrees not to request reimbursement of or payment for) any part of the Cost of the Project if such use or payment would result in a violation of any of the User's covenants contained in Section 4.06. Each Bond Resolution (excepting any Bond Resolution authorizing revenue bonds to refund any Bonds) shall contain appropriate provisions with respect to the Construction Fund, to be drawn on and administered as provided in such Bond Resolution.

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ARTICLE III

FINANCING THE PROJECT; TITLE AND OPERATION

Section 3.01. THE LOAN. The Issuer shall make the Loan to the User by depositing into the Construction Fund (or such other fund as specifically provided in the Bond Resolution) the proceeds from the sale of Bonds in such amount as is provided in each Bond Resolution. The amounts so deposited shall be advanced in the manner provided in the Bond Resolution; and the User shall repay the Loan by making the Installment Loan Payments as provided in this Agreement and the Bond Resolution.

Section 3.02. SECURITY FOR THE LOAN. The obligations of the User under this Agreement shall be direct general obligations of the User. As additional security for the payment of the Installment Loan Payments and as further consideration for the Loan made hereunder, there is attached to this Agreement, and made a part hereof, the Guarantee whereunder the Guarantor has guaranteed all of the User's obligations hereunder. Prior to or simultaneously with the issuance of the Bonds, the Issuer will assign to the Trustee under the terms of the Trust Indenture all of the Issuer's right, title, and interest in and to the Installment Loan Payments and the Guarantor's guarantee thereof.

Section 3.03. REPAYMENT OF LOAN. (a) Notwithstanding any provision expressly or inferentially to the contrary contained herein, the User unconditionally agrees that it shall make Installment Loan Payments to the Trustee (pursuant to the aforesaid assignment by the Issuer) in lawful money of the United States of America, and in such amounts and at such times as shall be necessary to enable the Trustee to make full and prompt payment of the principal of, redemption premium, if any, and interest on all Bonds when due (whether at stated maturity, upon redemption prior to stated maturity, or upon acceleration of stated maturity), any agreed liquidated damages owed by the User to the Bondholders, and all fees and expenses of the Trustee, the Registrar, and any Paying Agent for such Bonds, and of all other amounts required to be paid by this Agreement, each Bond Resolution and the Trust Indenture. Upon the issuance and delivery of Bonds to the initial purchaser thereof, and the deposit of the proceeds derived therefrom into the accounts established in the Bond Resolution, the User shall have received, and the Issuer shall have given, full and complete consideration for the User's obligation hereunder to make Installment Loan Payments. The obligations of the User to make the payments required by this Agreement shall be absolute and unconditional (except as provided in

Sections 6.01 and 6.02), and shall not be subject to diminution by set-off, recoupment, counterclaim, abatement, or otherwise; and until such time as all Installment Loan Payments shall have been made or provision therefor shall have been made in accordance with each Bond Resolution and the Trust Indenture, the User: (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for in this Agreement; (ii) will perform and observe all of its other agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, failure of the Project to comply with the plans and specifications therefor, any acts or circumstances that may constitute failure of consideration, destruction of, or damage to the Project, frustration of commercial purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America, or the State of Texas, or any political subdivision of either, or any failure of the Issuer to perform and observe any agreement, whether expressed or implied, or any duty, liability, or obligation arising out of or in connection with this Agreement. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part contained herein; and in the event the Issuer shall fail to perform any such agreement on its part, the User may institute such action against the Issuer as the User may deem necessary to compel performance, provided that no such action shall violate the agreements on the part of the User contained in this Section or postpone or diminish the amounts required to be paid by the User pursuant to this Agreement.

(b) Notwithstanding the foregoing, it is the intention of the parties hereto to conform strictly to the applicable usury laws of the State of Texas and the United States of America, and any provision for any payment contained herein and in such Bonds and the interest coupons appertaining thereto, if any, shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction. This provision shall be held to operate to deny the owners of the Bonds and the interest coupons appertaining thereto, if any, the right in any event, to collect usury.

Section 3.04. TITLE. The Issuer shall have no right, title, or interest in and to the Project. Except for making the Loan to the User from the source and in the manner provided in this Agreement, the Issuer shall not be responsible or liable in any manner for any claims, losses, damages, penalties, costs, taxes, or fines with respect to the acquisition, construction, equipping, furnishing,

installation, operation, maintenance, or ownership of the Project.

Section 3.05. OPERATION. The User represents and covenants that it will operate and maintain the Project, or cause the Project to be operated and maintained, and will pay, or cause to be paid, all costs and expenses of operation and maintenance of the Project, including all applicable taxes, and that it will keep, or cause to be kept, in force adequate insurance, including self-insurance, on the Project as is customarily carried by persons engaged in the same business and operating facilities like the Project. It is understood and agreed that the Issuer shall have no duties or responsibilities whatsoever with respect to the operation or maintenance of the Project, or the performance of the Project for its designed purposes.

Section 3.06. INDEMNITIES. The User releases the Commission, its directors, employees and agents, the Issuer, its officers, directors, employees, agents, and attorneys and the Governmental Unit, its officers, agents, attorneys, employees and the members of its governing body (collectively the "Indemnified Parties") from, and the Indemnified Parties shall not be liable for, and the User agrees and shall protect, indemnify, defend, and hold the Indemnified Parties harmless from any and all liability, cost, expense, damage or loss of whatever nature (including, but not limited to, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of, in connection with, or related to (i) the issuance, offering, sale, or delivery of the Bonds, the Bond Resolution, the Trust Indenture, and this Agreement and the obligations imposed on the Issuer hereby and thereby; or the design, construction, installation, operation, use, occupancy, maintenance, or ownership of the Project; (ii) any written statements or representations made or given by the User or any of its officers or employees, to the Indemnified Parties, the Trustee, or any underwriters or purchasers of any of the Bonds, with respect to the Issuer, the User, the Project, or the Bonds, including, but not limited to, statements or representations of facts, financial information, or corporate affairs; (iii) damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project; and (iv) any loss or damage incurred by the Issuer as a result of violation by the User of the provisions of Sections 4.05 or 4.06. The provisions of the preceding sentence shall remain and be in full force and effect even if any such liability, cost, expense, damage or loss or claim therefor by any person, directly or indirectly results from, arises out of, or relates to or is asserted to have resulted from, arisen out 266

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of, or related to, in whole or in part, one or more negligent acts or omissions of the Issuer or the Governmental Unit or its officers, directors, employees, agents, servants, or any other party acting for or on behalf of the Issuer or the Governmental Unit in connection with the matters set forth in clauses (i) through (iv) of said sentence.

Section 3.07. ISSUER'S LIMITED LIABILITY. It is recognized that the Issuer's only source of funds with which to carry out its commitments with respect to the Project and this Agreement will be from the proceeds from the sale of the Bonds; and it is expressly agreed that the Issuer shall have no liability, obligation, or responsibility with respect to this Agreement or the Project except to the extent of funds available from such Bond proceeds. If, for any reason, the proceeds from the sale of the Bonds are not sufficient to pay all the Cost of the Project, the User shall complete the Project and pay all such Cost from its own funds, but it shall not be entitled to reimbursement therefor unless additional Bonds are issued for such purpose, or to any diminution in or postponement of any payments required to be made by the User hereunder.

ARTICLE IV

THE BONDS

Section 4.01. ISSUANCE OF BONDS. (a) In consideration of the covenants and agreements set forth in this Agreement, and to enable the Issuer to issue the Bonds to carry out the intents and purposes hereof, this Agreement is executed to assure the issuance of such Bonds, and to provide for the due and punctual payment by the User to the Trustee of the Installment Loan Payments. The User shall make the Installment Loan Payments, for the benefit of each series or issue of Bonds, to the Trustee for deposit into the Debt Service Fund as provided in each Bond Resolution.

(b) Simultaneously with the authorization of this Agreement by the Board of Directors, such Board has adopted the Initial Bond Resolution. The User hereby approves the Initial Bond Resolution, including the Trust Indenture authorized therein. Each Bond Resolution authorizing additional Bonds shall be subject to the written approval of the Approving Officer and the provisions of any such Bond Resolution shall not be binding or effective upon the User unless and until such approval is given. It is hereby agreed that the foregoing approval of the Initial Bond Resolution and the Trust Indenture, and any approval of any Bond Resolution authorizing the issuance of additional Bonds constitutes the acknowledgment and agreement of the User that such Bonds, when issued and delivered as provided in such Bond Resolution, will be issued in accordance with and in compliance with this Agreement, notwithstanding any other provisions of this Agreement or any other contract or agreement to the contrary. Any Bondholder is entitled to rely fully and unconditionally on any approvals. Notwithstanding any provisions of this Agreement or any other contract or agreement to the contrary, the User's approval of any Bond Resolution (including the Trust Indenture authorized by the Initial Bond Resolution), shall be the User's agreement that all covenants and provisions in such Bond Resolution and the Trust Indenture affecting the User shall, upon the delivery of such Bonds and the Trust Indenture, become unconditional, valid, and binding covenants and obligations of the User so long as said Bonds and the interest thereon are outstanding and unpaid. Particularly, the obligation of the User to make, promptly when due, all Installment Loan Payments specified in each Bond Resolution and the Trust Indenture shall be absolute and unconditional, and said obligation may be enforced as provided in each Bond Resolution and the Trust Indenture, regardless of any other provisions of this Agreement or any other contract or agreement to the contrary. Upon the request of the User, and only upon its request, the Issuer may, when, in the

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opinion of the Issuer, it becomes necessary or advisable, authorize and use its best efforts to sell and deliver additional Bonds, in one or more series or issues, in aggregate principal amounts sufficient to pay the Cost of the Project.

Section 4.02. REFUNDING OF BONDS. After the issuance of any Bonds, the Issuer shall not refund any of the Bonds or change or modify the Bonds in any way, except as provided for in the Bond Resolution, without the prior written approval of the Approving Officer; nor shall the Issuer redeem any Bonds prior to their scheduled maturities, or change or modify any Bond Resolution, without the prior written approval of the Approving Officer, unless such redemption is required by a Bond Resolution.

Section 4.03. REDEMPTION OF BONDS. Provision shall be made in each Bond Resolution for the redemption of Bonds prior to maturity, under such terms and conditions as shall be set forth therein. The redemption of any outstanding Bonds prior to maturity at any time shall not relieve the User of its unconditional obligation to pay each remaining Installment Loan Payment as specified in any Bond Resolution or the Trust Indenture. The User also shall comply with and be bound by all provisions of this Agreement and of each Bond Resolution and the Trust Indenture with respect to the mandatory and optional redemption of Bonds.

Section 4.04. INSTALLMENT LOAN PAYMENTS. (a) Payment of all Installment Loan Payments shall be made and deposited as required by each Bond Resolution and the Trust Indenture including all such payments which may come due because of the acceleration of the maturity or maturities of any Bonds upon default, or otherwise, under the provisions of the Trust Indenture. If any available funds in excess of current requirements are held on deposit in the Debt Service Fund at the time payment of any Installment Loan Payment is due, such payment may be reduced by the amount of the funds so held on deposit. The User shall have the right to prepay all or a portion of any Installment Loan Payment at any time. Any such prepayment by the User shall not relieve it of liability for each remaining Installment Loan Payment as provided in this Agreement and each Bond Resolution and the Trust Indenture.

(b) Recognizing that the Installment Loan Payments will be the Issuer's sole source for the payment and performance of its obligations to the Trustee, any Paying Agent and the Bondholders under each Bond Resolution and the Trust Indenture, when any Bonds are delivered, the User shall be unconditionally obligated to make and pay, or cause to be made and paid, each Installment Loan Payment regardless of

whether or not the User actually acquires or completes the Project, or whether or not the User actually approves, purchases, receives, accepts, or uses the Project; and such payments shall not be subject to any abatement, set-off, recoupment, or counterclaim; and the Bondholders shall be entitled to rely on this agreement and representation, notwithstanding any provisions of this Agreement or any other contract or agreement to the contrary, and regardless of the validity of, or the performance of, the remainder of this Agreement or any other contract or agreement.

Section 4.05. NO ARBITRAGE. The Issuer and the User hereby covenant with each other and with the Bondholders that they will make no use of the direct or indirect proceeds of the Bonds at any time which will cause the Bonds to be arbitrage bonds within the meaning of Section 103(c) of the Code or the Regulations pertaining thereto; and by this covenant the Issuer and the User are obligated to comply with the requirements of the aforesaid Section 103(c) and the pertinent Regulations.

Section 4.06. TAX-EXEMPT STATUS OF INTEREST ON THE BONDS AND MANDATORY REDEMPTION. (a) The Issuer covenants that it shall, prior to the issuance of the Bonds, duly elect to have the provisions of Section 103(b)(6)(D) of the Code apply to such issue, and such election shall be made in accordance with the applicable Regulations. The User covenants that it shall furnish to the Issuer whatever information is necessary for the Issuer to make any such election and the User shall file with the Internal Revenue Service such supplemental statements and other information as are required by the applicable Regulations with respect to all capital expenditures made, paid, or incurred by or on behalf of the User or any person related to the User, within the meaning of Section 103(b)(6)(C) of the Code, in the Project Location, and in any other political jurisdiction contiguous thereto with respect to any facilities contiguous to or integrated with any facilities in the Project Location, within the meaning of Sections 1.103-10(b)(2)(ii)(e) and 1.103-10(d)(2)(i) of the Regulations (collectively the "Project Area").

(b) The User hereby covenants that (i) substantially all the proceeds (within the meaning of Section 103(b)(6) of the Code) from the sale of the Bonds will be used and expended for amounts paid or incurred after the Inducement Date for the acquisition, construction, reconstruction, or improvement of land or property of a character subject to the allowance for depreciation under the Code, and (ii) except as otherwise set forth in a certificate or statement furnished to the Issuer and its Bond Counsel prior to the issuance of Bonds, the acquisition, construction,

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reconstruction, or improvement of the Project did not begin before the Inducement Date, nor was any work performed or any costs paid or incurred by the User or any other entity in connection with such acquisition, construction, reconstruction, or improvement before the Inducement Date.

- (c) The User represents (i) that all of the proceeds of the Bonds are to be used with respect to the Project, which will be located wholly within the Governmental Unit; (ii) that, except for any person related to the User within the meaning of Section 103(b)(6)(C) of the Code, the User will be the only principal user of the Project within the meaning of Section 103(b)(6) of the Code; and (iii) that, except for the Bonds, there will not be outstanding on the date of delivery of the Bonds any obligations of any state, territory, or possession of the United States, or any political subdivision of the foregoing or of the District of Columbia constituting "exempt small issues" within the meaning of Section 1.103-10 of the Regulations, the proceeds of which have been or are to be used primarily with respect to facilities located in the Project Location, or in any contiguous political jurisdiction with respect to any contiguous or integrated facilities, and which are to be used principally by the User (including any person related to the User within the meaning of Section 103(b)(6)(C) of the Code).
- (d) The User further covenants and represents that it has not made, paid, or incurred, and will not make, pay, or incur any capital expenditures which would cause the interest on the Bonds to become subject to federal income taxes pursuant to the provisions of Section 103(b) of the Code. The User further covenants that it has not taken any action or permitted any action to be taken, and that it will not take any action or permit any action to be taken, which would result in a Taxable Event, as hereinafter defined, and that the User has not failed to take and will not fail to take any action required to prevent the occurrence of such Taxable Event.
- (e) The User acknowledges that the capital expenditures referred to in the preceding paragraphs include all capital expenditures within the Project Area and all capital expenditures incurred elsewhere relating to the Project, including, without limitation, research and development costs, which may, under any rule or election under the Code, be treated as a capital expenditure (whether or not such expenditure is so treated).
- (f) The User further covenants that it shall furnish to the Issuer and its Bond Counsel, prior to the issuance of the Bonds, a certificate or statement of the aggregate

amount of capital expenditures (other than those to be financed from the proceeds of the Bonds) made, paid, or incurred in the Project · Area or made, paid, or incurred elsewhere with respect to the Project ("Included Capital Expenditures") during the period beginning three years before the date of delivery of such issue. The User covenants that it will furnish to the Trustee (i) a copy of supplemental statements required to be filed with the Internal Revenue Service by Section 1.103-10 of the Regulations listing by date and amount any Included Capital Expenditures (other than those mentioned in Section 103(b)(6)(F) of the Code) during the three-year period beginning as of the date of issuance of the Bonds, including all such Included Capital Expenditures not listed on the capital expenditure certificate filed with the Internal Revenue Service prior to the issuance of the Bonds, and (ii) within 30 days after it has made, paid, or incurred the maximum amount of capital expenditures permitted under Section 103(b)(6)(D) of the Code, a statement to that effect. Such supplemental statements shall be filed with the District Director of Internal Revenue or the Director of the regional service center of the Internal Revenue Service with whom the User's federal income tax return is required to be filed on the due date prescribed for filing such return (without regard to any extensions of time). Each such supplemental statement shall set forth a description of those capital expenditures which are capital expenditures under Section 103(b)(6)(D)(ii) of the Code and shall take into account facilities referred to in Section 103(b)(6)(E) of the Code in computing such capital expenditures. This covenant shall survive the termination of this Agreement.

(g) As used herein, a "Taxable Event" shall mean:

- (i) the application of the proceeds of the Bonds in such manner that the Bonds become "arbitrage bonds" within the meaning of Section 103(c) of the Code, with the result that interest on the Bonds is or becomes includable in the gross income of any Bondholder; or
- (ii) the application of the proceeds of the Bonds in such manner, or the occurrence or non-occurrence of any event, with the result that, under the Code and the Regulations, the interest on the Bonds is or becomes includable in the gross income of any Bondholder (other than a Bondholder who is a "substantial user" or a "related person" within the meaning of Section 103(b) of the Code); or
- (iii) the violation by the User of a representation or covenant contained in this Agreement with the result that, under the Code and the Regulations, the interest $\frac{272}{2}$

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on the Bonds is or becomes includable in the gross income of any Bondholder (other than a Bondholder who is a "substantial user" or a "related person" within the meaning of Section 103(b) of the Code).

- (h) A "Determination" shall be deemed to have occurred on the first to occur of the following:
 - (i) on that date when the User shall be advised by the Commissioner or any District Director of Internal Revenue that, based upon filings of the User or the Issuer or upon any review or audit of the User, or upon any ground whatsoever, a Taxable Event shall have occurred; or
 - (ii) on that date when the User shall receive notice from the Issuer, the Trustee, or any Bondholder that it or he has been advised: (A) that the Internal Revenue Service has assessed as includable in the gross income of any Bondholder any interest on his Bonds due to the occurrence of a Taxable Event; or (B) by the Commissioner or any District Director of Internal Revenue that the interest on any of the Bonds is includable in the gross income of any Bondholder due to the occurrence of a Taxable Event.
- (i) A "Final Determination of Taxability" shall be deemed to have occurred on the first to occur of the following:
 - (i) on that day when the User files with the Trustee or the Internal Revenue Service any statement, supplemental statement or other tax schedule, return or document which discloses that a Taxable Event shall have occurred; provided, however, that if and so long as the User is contesting in good faith and by appropriate proceedings, either directly or through a Bondholder, the existence of a Taxable Event, and assuming that (A) such contest has not been abandoned by the User or (B) three years have not elapsed since the Determination, no such Final Determination of Taxability shall be deemed to have occurred; or
 - (ii) the entry of any final unappealable order, decree or ruling of any court of the United States or of the Commissioner of Internal Revenue relating to a Determination, or the failure to prosecute an appeal from any order, decree or ruling of any such court or the Commissioner and the expiration of time for an appeal or review of such order, decree or ruling.

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(j) Should a Final Determination of Taxability occur, there shall be a prompt mandatory redemption prior to maturity of the entire outstanding and unpaid principal and accrued interest of the Bonds, and the payment by the User to the Bondholders of appropriate and sufficient agreed liquidated damages (for loss of a bargain and not as a penalty) all as shall be provided for in, and in accordance with the provisions of, each Bond Resolution. Such payment of liquidated damages shall be a direct obligation of the User to the Bondholders and shall be paid to the Trustee for the benefit of such Bondholders during the term of this Agreement and thereafter shall be paid by the User directly to such Bondholders.

Section 4.07. PAYMENTS TO ISSUER. From the proceeds of the sale and delivery of each series or issue of Bonds there shall be paid all of the Issuer's reasonable, actual out-of-pocket expenses and costs of issuance in connection with such series of Bonds, including, without limitation, all financing, legal, printing, and other expenses and costs of issuance incurred in issuing the Bonds. In addition, the Issuer shall receive out of such Bond proceeds an amount equal to the amount specified in each Bond Resolution to pay and reimburse the Issuer for its administrative and overhead expenses directly attributable and chargeable to the issuance of the Bonds and the acquisition, construction, equipping, and furnishing of the Project. Also the User agrees to pay directly to the Issuer annually while any of the Bonds is outstanding, upon receiving a bill or statement therefor, which shall be submitted by the Issuer promptly after the close of each fiscal year of the Issuer, an amount sufficient to pay and reimburse the Issuer for any of its actual costs reasonably and necessarily incurred in connection with the Bonds and the Project during the previous fiscal year.

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ARTICLE V

COVENANT AND REMEDIES

Section 5.01. COVENANT. The User unconditionally agrees and covenants with the Issuer and the Trustee that it will pay, or cause to be paid, when due, each Installment Loan Payment required and prescribed to be paid by it pursuant to each Bond Resolution. The User further unconditionally agrees and covenants to pay all reasonable expenses and charges, legal or otherwise (including court costs and attorneys' fees), paid or incurred by the Issuer and the Trustee in realizing upon any of the said payments to be made by the User or in enforcing the provisions of this Agreement or any Bond Resolution or the Trust Indenture.

Section 5.02. TRUSTEE AND REMEDIES. (a) The User is advised and recognizes that the Issuer will assign all of its right, title, and interest in and to all the Installment Loan Payments required to be made pursuant to this Agreement, and the right to receive and collect same, to the Trustee. The Trustee, or the Bondholders to the extent provided in the Bond Resolution and the Trust Indenture, may enforce the obligations of the User under this Agreement, the Bond Resolution, and the Trust Indenture in the manner provided in the Trust Indenture, without the necessity of making the Issuer a party.

(b) In the event of a default in the payment of any Installment Loan Fayment, or in the performance of any agreement or covenant contained herein or in any Bond, any Bond Resolution, or the Trust Indenture, such payment and performance may be enforced by mandamus or by the appointment of a receiver in equity with power to charge and collect Installment Loan Payments and to apply such revenues in accordance with this Agreement, the Bonds, each Bond Resolution, and the Trust Indenture.

Section 5.03. GENERAL PROVISIONS. (a) The terms of this Agreement may be enforced as to one or more breaches either separately or cumulatively.

(b) No remedy conferred upon or reserved to the Issuer, the Trustee, or the Bondholders in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and

power may be exercised from time to time and as often as may be deemed expedient. In the event any provision contained in this Agreement should be breached by the User and thereafter duly waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach of this Agreement. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

- (c) Headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and in no way shall they affect the interpretation of any of the provisions of this Agreement.
- (d) This Agreement is made for the exclusive benefit of the Issuer, the Trustee, the Bondholders, and the User, and their respective successors and assigns herein permitted, and not for any other third party or parties; and nothing in this Agreement, expressed or implied, is intended to confer upon any party or parties other than the Issuer, the Trustee, the Bondholders, and the User, and their respective successors and assigns herein permitted, any rights or remedies under or by reason of this Agreement.
- (e) The validity, interpretations, and performance of this Agreement shall be governed by the laws of the State of Texas.

Section 5.04. AMENDMENT OF AGREEMENT. No amendment, change, addition to, or waiver of any of the provisions of this Agreement shall be binding upon the parties hereto unless in writing signed by the Approving Officer and the President of the Board of Directors. In addition to amendments for any other purpose, it is specifically understood that this Agreement may be amended, if deemed necessary or advisable by the User and the Issuer, to change the definition and scope of the term "Project", as used herein, so as to permit the acquisition, construction, equipping, and furnishing of other or additional facilities, at the same or other locations, or improvements related to the Project, pursuant to this Agreement and in accordance with applicable laws, with the same effect as if they had been described originally in Exhibit A hereto. Notwithstanding any of the foregoing, it is covenanted and agreed, for the benefit of the Bondholders and the Trustee, that (without the concurrence of all of the Bondholders and the Trustee) the provisions of this Agreement shall not be amended, changed, added to, or waived in any way which would relieve or abrogate the obligations of the User to make or pay, or cause to be made, or paid, when due, all Installment Loan Payments with

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respect to any then outstanding Bonds in the manner and under the terms and conditions provided herein and in any Bond Resolution or the Trust Indenture, or which would materially change or affect Sections 4.04, 4.05, 4.06, 6.01, or 6.02.

ARTICLE VI

SPECIAL COVENANTS

Section 6.01. CORPORATE EXISTENCE. (a) The User agrees that during the term of this Agreement it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, that the User may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States of America or under the laws of the United States of America), or permit one or more such domestic corporations to consolidate with or merge into it, or sell or otherwise transfer to another such domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, if the surviving, resulting, or transferee entity: (i) is authorized to transact business in the State of Texas, (ii) shall have, immediately after such transaction, a consolidated net worth at least equal to 90% of the consolidated net worth of the User immediately prior to such transaction, with net worth being determined in accordance with generally accepted accounting principles, and (iii) shall have, concurrently with such transaction (unless the entity is the User), irrevocably and unconditionally assumed, in an instrument delivered to the Issuer and the Trustee, the due and prompt performance of all of the obligations of the User under this Agreement. If any consolidation, merger, or sale or other transfer is made as provided in this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger, or sale or other transfer shall be made except in compliance with the provisions of this Section.

(b) The User covenants that it is and, throughout the term of this Agreement, unless relieved of liability pursuant to paragraph (a) above, that it (i) will continue to be a corporation organized under the laws of a state of the United States, and (ii) will at all times be and remain duly qualified to transact business in the State of Texas.

Section 6.02. ASSIGNMENT. The User shall not assign its interest in this Agreement or any of its rights or obligations hereunder except as specifically provided in this Agreement. The User may assign its interest in this Agreement to another party provided that the User shall remain and be primarily responsible and liable for all of its obligation hereunder, including particularly the making

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of all payments required hereunder, when due. The User may, however, assign its interest in this Agreement to another party in connection with a merger or consolidation of the User, or in connection with the transfer of all or substantially all of its assets as permitted in Section 6.01, and upon delivery of such instrument of assumption to the Issuer and the Trustee and compliance with all of the requirements of Section 6.01, the assignor or transferor shall have no further obligation, except for any obligation for the payment of money theretofore accrued under this Agreement.

Section 6.03. FINANCIAL REPORTS. The User shall have an annual audit made by its regular independent certified public accountants, and shall furnish the Trustee either a copy of such certified audit within 120 days after the end of the fiscal year for which such audit was made, or, in lieu of such audit, a copy of its annual report to its shareholders, if such report contains financial statements of substantially similar detail and are similarly prepared and certified. The requirements made under this Section may be fulfilled if and so long as the User should be a whollyowned subsidiary of another corporation by furnishing consolidated audits, annual reports, or financial statements or reports of the owner of the User together with its consolidated subsidiaries. Such financial statements and reports shall be furnished to the Trustee at the same time as they are furnished to the shareholders.

Section 6.04. TERM OF AGREEMENT. The term of this Agreement shall be from the date hereof until all payments required to be made by the User pursuant hereto shall have been made, provided, however, that the provisions of Sections 3.06, 4.05 and 4.06 shall survive the termination of this Agreement and shall continue in effect regardless of the termination of this Agreement.

Section 6.05. TERMINATION. This Agreement may be terminated by mutual agreement at any time prior to the delivery of and payment for any Bonds. However, if any Bonds have been issued and delivered, the term of this Agreement shall be as set forth in Section 6.04, and this Agreement may not and shall not be sooner terminated by either or both parties hereto.

Section 6.06. NOTICES. Any notice, request, or other communication under this Agreement shall be given in writing and shall be deemed to have been given by either party to the other party upon either of the following dates:

(a) Three business days after the date of the mailing thereof, as shown by the post office receipt, if mailed to

the other party hereto by registered or certified mail at the applicable address as follows:

Johnson County Industrial Development Authority Attention: President 403 North Main Cleburne, Texas 76031

Rubbermaid Commercial Products Inc. Attention: President 3124 Valley Avenue Winchester, Virginia 22601

Rubbermaid Incorporated Attention: Secretary 1147 Akron Road Wooster, Ohio 44691

or the latest address specified by such other party in writing; or

(b) The date of the receipt thereof by such other party if not so mailed by registered or certified mail.

Any notice, request, or other communication made or given under this Agreement shall be given to the Trustee by registered or certified mail at the applicable address as follows:

RepublicBank Dallas, National Association Attention: Corporate Trust Department Pacific & Ervay P. O. Box 2964 Dallas, Texas 75221

or the latest address specified by said Trustee in writing.

Section 6.07. SEVERABILITY. If any clause, provision, or Section of this Agreement should be held illegal or invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or Section shall not affect any of the remaining clauses, provisions, or Sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision, or Section had not been contained herein. In case any agreement or obligation contained in this Agreement should be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Issuer and the User, as the case may be, to the full extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in multiple counterparts, each of which shall be considered an original for all purposes, as of the day and year first set out above.

JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

			Ву			
			Presiden	t, Board of	Director	s
A MMT CM						
ATTEST:						
Secretary,	Board	of Dire	ctors			
(CENT)						
(SEAL)						
			RUBBERMAID	COMMERCIAL	PRODUCTS	INC.
			D.,			
			Ву			
			Title			
ATTEST:						
	Secreta	rv				

(SEAL)

Exhibit A

Description of the Project

The Project consists of the expansion of an existing facility located in the Cleburne Industrial Park at 400 Commerce Boulevard, Cleburne, Texas. The new expansion includes the construction of a 39,000 square foot addition for receiving and manufacturing facilities; a proposed 30,000 plus square foot addition to warehousing space; and the acquisition of manufacturing equipment including, but not limited to, injection molding machines, structural foam, processing utilities, PVC compounding systems, sheet extrusion line, die-cutting equipment, regrinding equipment, hot stamp machine along with support equipment such as bulk material handling equipment and lift trucks.

GUARANTEE AGREEMENT

BETWEEN

JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

AND

RUBBERMAID INCORPORATED

DEBTOR:

kubbermaid Incorporated 1147 Akron Road Wooster, Ohio 44691 SECURED PARTY:

Johnson County Industrial Development Authority 403 North Main Cleburne, Texas 76031

ASSIGNEE:
RepublicBank Dallas, National Association
Pacific at Ervay
P. O. Box 2964
Dallas, Texas 75221

GUARANTEE AGREEMENT

This Guarantee Agreement, by and between Johnson County Industrial Development Authority (the "Issuer") and Rubber-maid Incorporated (the "Guarantor"), dated as of October 15, 1982 (the "Guarantee Agreement"), which is attached to and made a part of the "Loan Agreement between Johnson County Industrial Development Authority and Rubbermaid Commercial Products Inc." (the "Loan Agreement"), which is hereby referred to and adopted for all purposes, and with the terms used in this Guarantee Agreement having the same meanings and definitions as set forth in the Loan Agreement,

WITNESSETH:

- (a) Rubbermaid Commercial Products Inc. (the "User") is a wholly owned subsidiary of the Guarantor.
- (b) The Guarantor is a corporation organized and existing under the laws of the State of Ohio, and is fully authorized by law and corporate proceedings to execute and deliver this Guarantee Agreement.
- (c) It is necessary for the Guarantor to execute and deliver this Guarantee Agreement in order to induce the Issuer to execute the Loan Agreement and to provide additional and sufficient security for the Bonds to be issued pursuant to the Loan Agreement so as to permit the sale of such Bonds and induce the purchasers thereof to purchase same; and the issuance of such Bonds will be of direct financial benefit to the Guarantor, and this Guarantee Agreement is executed and delivered in consideration of the issuance and sale of the Bonds by the Issuer and the resulting financial benefit to the Guarantor.
- (d) The execution and delivery of this Guarantee Agreement and the performance of the transaction contemplated hereby will not violate any law or regulation, or the Guarantor's Articles of Incorporation or Charter, or its Bylaws, or any judicial order, judgment, decree, or injunction, or contravene the provisions of or constitute a default under any agreement, indenture, or other instrument to which the Guarantor is a party.

NCW THEREFORE, the Guarantor and the Issuer contract and agree as follows:

Section 1.01. GUARANTEE. The Guarantor hereby unconditionally guarantees, without offset, recoupment, or counterclaim whatsoever, the full, complete, and prompt performance by the User of each and every representation,

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covenant, and agreement made by the User in the Lcan Agreement, and with respect to the Bond Resolution and the Trust Indenture referred to therein, and by this guarantee the Guarantor does covenant to and with the Issuer and its assigns, including specifically, RepublicBank Dallas, National Association, Dallas, Texas, the Trustee under the Trust Indenture, for the benefit of the Bondholders, that to the extent the User should fail for any reason whatsoever in the performance of any said representation, covenant, or agreement, including specifically, but without limitation, the agreement to make the required Installment Loan Payments, the Guarantor promptly will perform same to the extent of such failure. It is understood and agreed that the Issuer will assign to the Trustee all of its interest in and to this Guarantee Agreement with respect to the guarantee by the Guarantor of all the aforesaid Installment Loan Payments under the Loan Agreement, and such guarantee is hereby designated and shall be defined as the "Loan Payment Guarantee" for all purposes. The Trustee, or the Bondholders to the extent provided in the Bond Resolution and the Trust Indenture, may enforce the obligations of the Guarantor under this Guarantee Agreement in the manner provided in the Trust Indenture, without the necessity of making the Issuer a party.

Section 1.02. CORPORATE EXISTENCE. (a) The Guarantor agrees that during the term of this Guarantee Agreement it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it: provided, that the Guarantor may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States of America or under the laws of the United States of America), or permit one or more such domestic corporations to consolidate with or merge into it, or sell or otherwise transfer to another such domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, if the surviving, resulting, or transferee entity, (i) shall be a corporation organized and existing under the laws of the United States of America or a State thereof, and qualified to transact business in the State of Texas, or if not so qualified, it shall have complied with the provisions of Section 1.05, (ii) unless the entity is the Guarantor, shall have, concurrently with such transaction irrevocably and unconditionally assumed, in an instrument delivered to the Issuer and the Trustee, the due and prompt performance of all of the obligations of the Guarantor under this Guarantee Agreement, and (iii) shall have, immediately after such

transaction, a consolidated net worth at least equal to 100% or the consolidated net worth of the Guarantor immediately prior to the transaction, with net worth being determined in accordance with generally accepted accounting principles. If any consolidation, merger, or sale or other transfer is made as provided in this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger, or sale or other transfer shall be made except in compliance with the provisions of this Section.

(b) The Guarantor covenants that it is and, throughout the term of this Guarantee Agreement, unless relieved of liability pursuant to paragraph (a) above, that it will continue to be, a corporation organized under the laws of a state of the United States or under the laws of the United States of America.

Section 1.03. FINANCIAL REPORTS. The Guarantor shall have an annual audit of its financial statements made by its regular independent certified public accountants and shall furnish the Trustee either a copy of such certified audit within 120 days after the end of the tiscal year for which such audit was made, or, in lieu of such audit, a copy of the Guarantor's annual report to its shareholders, if such annual report contains financial statements of substantially similar detail and are similarly prepared and certified. Such financial statements and reports shall be furnished to the Trustee at the same time as they are furnished to the shareholders.

Section 1.04. ASSIGNMENT. The Guarantor shall not assign its interest in this Guarantee Agreement or any of its obligations hereunder except as specifically provided in this Guarantee Agreement. The Guarantor may assign its interest in this Guarantee Agreement to another party provided that the Guarantor, under the terms of any such assignment, shall remain and be primarily responsible and liable for all of its obligations mereunder, including particularly the making of all payments required hereunder, when due. The Guarantor may, however, assign its interest in this Guarantee Agreement to another party in connection with a merger or consolidation of the Guarantor, or in connection with the transfer of all or substantially all of its assets and upon delivery to the Issuer and the Trustee of the instrument of assumption required therein and the compliance with all the requirements of Section 1.02, the assignor or transferor shall have no further obligation hereunder, except for any obligation for the payment of money theretofore accrued under this Guarantee Agreement.

Section 1.05. GOVERNING LAW. The Guarantor agrees that any suit, action, or other legal proceeding arising under this Guarantee Agreement may be brought in the applicable court of record in the State of Texas or the courts of the United States of America located in Texas; consents to the jurisdiction of each such court in any such suit, action, or proceeding; and waives any objection which it may have to the laying of venue of any suit, action, or proceeding in any of such courts. In this connection, the parties hereby agree that this Guarantee Agreement shall be governed in all respects, including validity, interpretation, and effect, by, and shall be enforceable in accordance with the laws of the State of Texas.

Section 1.06. AMENDMENT. This Guarantee Agreement shall never be changed or amended in any way which would relieve the Guarantor of its obligations hereunder.

Section 1.07. TERM OF AGREEMENT. The term of this Guarantee Agreement shall be from the date hereof until all payments and indemnities required to be made by the Guarantor pursuant hereto shall have been made.

Section 1.08. TERMINATION OF AGREEMENT. (a) This Guarantee Agreement may be terminated by either party, upon written notice to the other party, at any time prior to the adoption of a Bond Resolution by the Issuer, and may be terminated by mutual agreement at any time prior to the delivery of and payment for any Bonds pursuant to the Loan Agreement.

(b) Notwithstanding the foregoing or any other provisions of this Guarantee Agreement to the contrary, if any Bonds have been issued and delivered the term of this Guarantee Agreement shall be as set forth in Section 1.07, and this Guarantee Agreement may not and shall not be sooner terminated by either or both parties hereto.

Section 1.09. NOTICES. Any notice, request, or other communication under this Guarantee Agreement shall be given in writing and shall be deemed to have been given by either party to the other party upon either of the following dates:

(a) One business day after the date of the mailing thereof, as shown by the post office receipt, if mailed to the other party hereto by registered or certified mail at the applicable address as follows:

Johnson County Industrial Development Authority Attention: President 403 North Main Cleburne, Texas 76031

Rubbermaid Incorporated Attention: Secretary 1147 Akron Road Wooster, Ohio 44691

or the latest address specified by such other party in writing; or

(b) The date of the receipt thereof by such other party if not so mailed by registered or certified mail.

Any notice, request, or other communication under this Guarantee Agreement shall also be given in writing to the Trustee by registered or certified mail at the applicable address as follows:

RepublicBank Dallas, National Association Pacific & Ervay P. O. Box 2964 Dallas, Texas 75221

or the latest address specified by the Trustee in writing.

Section 1.10. SEVERABILITY. If any clause, provision, or Section of this Guarantee Agreement should be held illegal or invalid by any court, the invalidity of such clause, provision, or Section shall not affect any of the remaining clauses, provisions, or Sections hereof and this Guarantee Agreement shall be construed and enforced as if such illegal or invalid clause, provision, or Section had not been contained herein. In case any agreement or obligation contained in this Guarantee Agreement should be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Guaranter to the full extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Cuarantee Agreement to be signed in multiple counterparts, each of which shall be considered an original ror all purposes, as of the day and year first set out above.

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JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

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		_	Preside	nt, Bear	d or Di	rectors
ATTEST:						
Secretary,	Board of	Director	rs.			
(SEAL)						
		RUF	BERMAID	INCORPO	RATED	
		L:++				
		ву	Vice I	Presiden	t and Ti	reasurer
ATTEST:						
Secretary						
•						
(SEAL)						

RESOLUTION

AUTHORIZING THE ISSUANCE OF

JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

REVENUE BONDS, SERIES 1982

AND THE EXECUTION OF

A TRUST INDENTURE

(RUBBERMAID COMMERCIAL PRODUCTS INC. PROJECT)

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RESOLUTION AUTHORIZING THE ISSUANCE OF JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BONDS, SERIES 1982, AND THE EXECUTION OF A TRUST INDENTURE (RUBBERMAID COMMERCIAL PRODUCTS INC. PROJECT)

THE STATE OF TEXAS
JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

WHEREAS, Johnson County Industrial Development Authority (the "Issuer") is a nonstock, nonprofit industrial development corporation organized and existing under the laws of the State of Texas, including particularly the Development Corporation Act of 1979, as amended (Article 5190.6, V.A.T.C.S.) (the "Act"); and

WHEREAS, the Issuer is a duly constituted public instrumentality of Johnson County (the "Governmental Unit"), a political subdivision of the State of Texas, within the meanings of the regulations of the United States Treasury Department (the "Regulations") and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code of 1954, as amended (the "Code"), and the Issuer is functioning and acting solely on behalf of the Governmental Unit; and

WHEREAS, a "Loan Agreement between Johnson County Industrial Development Authority and Rubbermaid Commercial Products Inc.," dated as of October 15, 1982 (the "Agreement"), has been duly executed between the Issuer and Rubbermaid Commercial Products Inc. (the "User"); and

WHEREAS, the User is a corporation duly organized and existing under the laws of the State of Delaware, is fully qualified to transact business in the State of Texas and is a wholly owned subsidiary of Rubbermaid Incorporated (the "Guarantor"), a corporation organized and existing under the laws of the State of Ohio; and

WHEREAS, the Issuer and the Guarantor have entered into a Guarantee Agreement dated as of October 15, 1982 (the "Guarantee") pursuant to which the Guarantor has guaranteed the User's obligations under the Agreement, including particularly the obligation of the User to make Installment Loan Payments; and

WHEREAS, the Agreement, together with the Guarantee which is attached thereto and made a part thereof for all purposes, is hereby adopted by reference for all purposes, with the same effect as if it had been set forth in its entirety in this bond resolution (this "Initial Bond Resolution"); and

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WHEREAS, the Agreement was executed to provide for the acquisition, construction, equipping, and furnishing of a project (as defined by the Act) and to provide a loan to the User for such purpose; and

WHEREAS, this preamble and the trust indenture (the "Trust Indenture") hereinafter set forth in this Initial Bond Resolution shall constitute an integral part of this Initial Bond Resolution; and

WHEREAS, the corporate trustee under the Trust Indenture (the "Trustee") will have the duties and obligations hereinafter provided; and

WHEREAS, the bonds authorized to be issued by this Initial Bond Resolution (the "Bonds") are to be issued and delivered pursuant to applicable laws, including the Act; and

WHEREAS, the User will have duly approved and agreed to be bound by this Initial Bond Resolution (including the Trust Indenture) prior to the delivery of the Bonds; and

WHEREAS, as provided in the Agreement, by such approval of this Initial Bond Resolution (including the Trust Indenture) the User will have agreed and acknowledged that the Bonds, when issued, sold, and delivered as provided in this Initial Bond Resolution, will be issued in accordance and compliance with the Agreement, and that, upon the issuance, sale, and delivery of the Bonds, and the execution and delivery of the Trust Indenture, the User will be unconditionally obligated to the Issuer and the Trustee to make or pay, or cause to be made or paid, without set-off, recoupment, or counterclaim, to the Trustee the "Installment Loan Payments" required by the Agreement and by this Initial Bond Resolution (including the Trust Indenture) in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, when due, agreed liquidated damages, if any, all fees and expenses of the Trustee and Registrar and the paying agents for the Bonds, and all other amounts required to be paid by the Agreement, this Initial Bond Resolution, and the Trust Indenture, all as hereinafter set forth; and

WHEREAS, for purposes of this Initial Bond Resolution, the definitions of terms in the Agreement, the Guarantee, and the Trust Indenture are hereby adopted, and the terms given herein shall have the same meanings as such terms are given in said Agreement, Guarantee, and Trust Indenture unless a different meaning is given herein.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY THAT:

Section 1. DESIGNATION, AMOUNT, AND PURPOSE OF THE BONDS. The Issuer's negotiable bonds designated and to be known as JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BONDS, SERIES 1982 (RUBBERMAID COMMERCIAL PRODUCTS INC. PROJECT) (the "Bonds") are hereby authorized to be issued in the aggregate principal amount of \$8,000,000 on behalf of JOHNSON COUNTY TO PAY PART OF THE COST OF ACQUIRING, CONSTRUCTING, EQUIPPING, AND FURNISHING, OR CAUSING TO BE ACQUIRED, CONSTRUCTED, EQUIPPED, AND FURNISHED A PROJECT (THE "PROJECT") IN THE CITY OF CLEBURNE, TEXAS, FOR RUBBERMAID COMMERCIAL PRODUCTS INC. (THE "USER") FOR THE SPECIFIC PURPOSE OF THE PROMOTION AND ENCOURAGEMENT OF EMPLOYMENT AND THE PUBLIC WELFARE.

Section 2. DATE, DENOMINATION, NUMBERS, AND MATURITIES OF THE BONDS. The Bonds authorized hereby shall be dated October 15, 1982, shall be issued and delivered initially in the form of coupon bonds payable to bearer, but subject to registration as to principal, all in the manner hereinafter provided, in the denomination of \$5,000 each, numbered consecutively from one upward, and shall mature on July 15, 1992 (unless they shall become due or shall be redeemed prior to their scheduled maturities as provided in this Initial Bond Resolution or the Trust Indenture).

Section 3. INTEREST ON THE BONDS. Each of the Bonds authorized hereby shall bear interest from its date to its scheduled maturity, due date, or date of redemption prior to scheduled maturity, at the rate of 9-7/8 % per annum. Such interest shall be evidenced by interest coupons which shall appertain and initially be attached to the Bonds, and which shall be payable on the dates and in the manner provided in the FORM OF BOND set forth in Section 5. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months.

Section 4. GENERAL CHARACTERISTICS. (a) In General. The Bonds authorized hereby and interest coupons appertaining thereto shall be issued, shall be payable, may or shall be redeemed prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and the Bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in Section 5. After the Bonds have been authorized to be issued by the Board of Directors of the Issuer, and prior to the delivery of the Bonds, the Trustee shall authenticate each of the Bonds by executing the Trustee's Certificate of Authentication appearing on each of the Bonds as provided in Section 5.

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- (b) Registration Books. The Issuer shall keep or cause to be kept at the principal corporate trust office of the Trustee books for the registration and transfer of Bonds (the "Bond Registration Books") and the Issuer hereby appoints the Trustee as its registrar and transfer agent (the "Registrar") to keep such books and make such registrations and transfers under such reasonable regulations as the Issuer or the Registrar may prescribe; and the Registrar will register or transfer or cause to be registered or transferred therein, as herein provided, Bonds, upon presentation thereof at such office. Bonds may be transferred on the Bond Registration Books by the registered owner in person or by his duly authorized attorney, by proper written instrument of transfer in form and with guaranty of signatures satisfactory to the Registrar.
- (c) Temporary Bonds. Until Bonds in definitive form are ready for delivery, the Issuer may execute, and upon its request, the Trustee shall authenticate and deliver in lieu of any thereof, and subject to the same provisions, limitations, and conditions, one or more printed, lithographed, or typewritten Bonds in temporary form, substantially of the tenor of the Bonds as provided in the FORM OF BONDS set forth in Section 5, without coupons or with one or more coupons, and with appropriate omissions, variations, and insertions. Such Bond or Bonds in temporary form may be for the principal amount as the Issuer may determine. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit of this Initial Bond Resolution and the Trust Indenture. The Issuer shall, without unreasonable delay, prepare, execute, and deliver to the Trustee, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form, the Trustee shall authenticate and deliver, in exchange therefor, a Bond or Bonds in definitive form in authorized denominations of the same maturity and interest rate for the same aggregate principal amount as the Bond or Bonds in temporary form surrendered. Such exchange shall be made by the Issuer at its own expense and without making any charge therefor. When and as interest is paid upon Bonds in temporary form without coupons, the fact of such payment shall be noted thereon.

Section 5. FORMS OF BONDS, TRUSTEE'S AUTHENTICATION CERTIFICATE, REGISTRATION PROVISIONS, AND INTEREST COUPONS. The form of the Bonds, the form of Trustee's Certificate of Authentication, the form of Provisions for Registration, and the form of the interest coupons which shall appertain and initially be attached to each of the Bonds, shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Initial Bond Resolution:

FORM OF BOND

NO. _____

UNITED STATES OF AMERICA
STATE OF TEXAS

JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
REVENUE BOND
SERIES 1982
(RUBBERMAID COMMERCIAL PRODUCTS INC. PROJECT)

ON JULY 15, 1992 (or earlier as hereinafter provided) JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Issuer"), being a nonstock, nonprofit industrial development corporation organized and existing under the laws of the State of Texas, including particularly the Development Corporation Act of 1979, as amended (Article 5190.6, V.A.T.C.S.) (the "Act"), and acting on behalf of Johnson County, Texas, hereby promises to pay to bearer hereof, or if this Bond be registered, to the registered owner hereof, the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of 9-7/8% per annum, evidenced by interest coupons payable on July 15, 1983, and semiannually thereafter on each January 15 and July 15 while this Bond is outstanding; provided that such principal and interest are payable solely from the sources and in the manner hereinafter described, and solely as authorized and provided in the Act.

THE PRINCIPAL of this Bond, unless registered, 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 Bond or proper interest coupon, as the case may be, at the following, which shall constitute and be defined as the "Paying Agent" for this series of Bonds:

RepublicBank Dallas, National Association, Dallas, Texas.

THIS BOND is one of a series of Bonds dated as of October 15, 1982 (the "Bonds") authorized and issued in the aggregate principal amount of \$8,000,000 pursuant to a resolution adopted by the Board of Directors of the Issuer (the "Initial Bond Resolution") on behalf of Johnson County TO PAY PART OF THE COST OF ACQUIRING, CONSTRUCTING, EQUIPPING, AND FURNISHING, OR CAUSING TO BE ACQUIRED, CONSTRUCTED, EQUIPPED, AND FURNISHED A PROJECT (THE "PROJECT") IN THE CITY OF CLEBURNE, TEXAS, FOR RUBBERMAID COMMERCIAL

PRODUCTS INC. (THE "USER") FOR THE SPECIFIC PURPOSE OF THE PROMOTION AND ENCOURAGEMENT OF EMPLOYMENT AND THE PUBLIC WELFARE.

ON ANY DATE, THE BONDS are subject to optional redemption as a whole, and may be redeemed, prior to their scheduled maturities, by the Trustee at the option of the User, with funds furnished by the User at a redemption price equal to the principal amount thereof plus accrued interest thereon to the date of redemption, and without premium, if one or more of the following events shall have occurred:

- (a) The Project shall have been damaged or destroyed to such an extent that the User deems it not practicable or desirable to rebuild, repair or restore the Project; or
- (b) Title to the Project or the plant of which the Project is a part (the "Plant") or the use or possession of the Project or the Plant shall have been taken or condemned by a competent authority to such an extent that, in the opinion of the User, the Project is rendered unsatisfactory for its intended use, and the User deems it not practicable or desirable to replace the Project; or
- (c) Changes, which the User cannot reasonably control or overcome, in the economic availability of raw materials, labor, operating supplies, or energy supplies necessary for the efficient operation of the Project or the Plant for its normal purposes shall have occurred, or technological or other changes, including the market for the products produced at the Project or the services provided by the User, shall have occurred, which, in the business judgment of the User, significantly reduce or negate the economic purposes or viability of the Project or its operation; or
- (d) As a result of any changes in the Constitution or laws of the State of Texas or of the United States of America or of any legislative, executive, or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Issuer or the User in good faith, the obligations of the User under the Agreement (hereinafter defined) shall have become void, unenforceable or impossible to perform in accordance with the intent and purposes of the parties as expressed in the Agreement; or

(e) Any unreasonable burdens or excessive liabilities shall have been imposed with respect to the Project or the Plant or the operation of the Project or Plant, including, but without being limited to, federal, state or other ad valorem, property, income or other taxes not being imposed on the date of the Agreement, other than ad valorem taxes levied on that date upon privately owned property used for the same general purposes as the Project or the Plant.

The extraordinary optional redemption may be exercised whether or not the User is in default under the Agreement, provided such default does not result in non-fulfillment of any condition to the exercise of any such right or option. To exercise any such option the User shall give written notice to the Trustee, not later than the 90th day following the earliest date upon which any such option could be exercised (except with respect to events referred to in clause (c) for which such notice may be given at any time during the continuation of such events), which notice shall specify a redemption date, which date may not be earlier than 45 days after said notice is given, and shall further specify that, as determined by the User, one or more of such events has occurred or one or more of such conditions is continuing, and such determination shall be conclusive.

ON ANY DATE the Bonds are subject to mandatory redemption, as a whole, and shall be redeemed prior to their scheduled maturities, by the Trustee, with funds which shall be furnished by the User, on the earliest practicable date, and in all events within one hundred eighty (180) days, following the occurrence of a Final Determination of Taxability as defined and provided for in the Agreement (hereinafter defined). The redemption price in such event shall be equal to the principal amount of the Bonds so redeemed, plus accrued interest to the date of redemption, plus an additional amount calculated by multiplying an amount equal to 2% of the principal amount of such Bonds by the number of complete three-month periods elapsed between the date of the Taxable Event (as defined and provided for in the Agreement) and the redemption date, with such additional amount being the agreed liquidated damages (for loss of a bargain and not as a penalty) which the owners of the Bonds will be due, and which shall be a direct obligation of the User. Such redemption price shall constitute the entire amount due with respect to the outstanding Bonds as a result of the occurrence of a Final Determination of Taxability.

IN ADDITION, if there shall be a Final Determination of Taxability, the User shall be obligated to, and promptly shall, pay an additional amount to the Trustee for the sole benefit of the owner of each of the Bonds which was

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outstanding on the date of the Taxable Event, but which was paid or redeemed prior to the mandatory redemption date described in the preceding paragraph. Such payment shall be sufficient in aggregate to pay in respect of each such Bond the amount the owner thereof would have received as agreed liquidated damages if, and assuming that, the aforesaid mandatory redemption date had occurred on the actual date of payment or redemption of such Bond. The Trustee shall pay such additional amount to each such owner upon reasonable proof to the Trustee of ownership during such period.

ON ANY DATE, the Bonds are subject to redemption, in part, and may be redeemed prior to their scheduled maturities by the Trustee, in inverse numerical order, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the date of redemption, and without premium, with and to the extent of any surplus funds remaining in the Construction Fund (created by the Initial Bond Resolution) after the completion of the Project, as provided and required by Section 16 of the Initial Bond Resolution.

THE AGREEMENT provides that any provision for any payment contained in the Agreement or this Bond, or in the interest coupons appertaining hereto, shall be held to be subject to reduction to the amount allowed under the applicable usury laws of the State of Texas and the United States of America, as now or hereafter construed by the courts having jurisdiction, and it is agreed by the Issuer and the bearer or owner of this Bond and of the interest coupons appertaining hereto that in no event shall usury be paid or collected with respect to this Bond or such interest coupons.

AT LEAST 30 DAYS PRIOR to the date fixed for any redemption of Bonds prior to their scheduled maturities, the Trustee shall cause a written notice of such redemption to be published at least once in a financial newspaper, journal, or publication of general circulation in The City of New York, New York, or in the State of Texas. If, because of temporary or permanent suspension of the publication or general circulation of all such newspapers, journals, or publications, it is impossible or impractical to publish such notice in the manner provided herein, then such publication in lieu thereof as shall be made by the Trustee shall constitute a sufficient publication of notice. By the date fixed for any such redemption, due provision shall be made by the User with the Trustee and the Paying Agent for the payment of the principal amount of the Bonds which are to be redeemed, plus accrued interest thereon to the date fixed for redemption, plus any required redemption premium, and any other amounts due the holders or owners of the Bonds.

If such written notice of redemption is published and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been 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 or owner thereof to receive the redemption price from the Paying Agent out of the funds provided for such payment. Upon presentation and surrender of such Bonds to the Paying Agent, together with all coupons appertaining thereto maturing after such redemption date, such Bonds shall be paid at the redemption price. Interest coupons, if any, which shall mature on or before such redemption date shall be paid only upon presentation and surrender of such coupons. Except as set forth above, this Bond is not subject to redemption prior to maturity.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date of payment.

IT IS HEREBY CERTIFIED AND COVENANTED that this Bond 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 Bond have been performed, existed, and been done in accordance with law; that this Bond is a special revenue obligation of the Issuer, and that the principal of and interest on this Bond are payable from and secured by a first lien on and pledge of the payments designated as "Installment Loan Payments" to be made or paid, or caused to be made or paid, to the Trustee pursuant to the Initial Bond Resolution, the Trust Indenture (hereinafter defined), and the "Loan Agreement between the Johnson County Industrial Development Authority and Rubbermaid Commercial Products Inc.," dated as of October 15, 1982 (the "Agreement"). The User, a Delaware corporation and a wholly owned subsidiary of Rubbermaid Incorporated, an Ohio corporation, is unconditionally obligated (subject to the provisions of Sections 6.01 and 6.02 of the Agreement relating to merger, consolidation, transfer of assets, and assignment) to make or pay, or cause to be made or paid, without set-off, recoupment, or counterclaim, to the Trustee each such Installment Loan Payment for

deposit into the Debt Service Fund created for the benefit of the owners of the Bonds by the Initial Bond Resolution, in aggregate amounts sufficient to pay and redeem, and provide for the payment and redemption of, the principal of and interest on this Bond, and the series of which it is a part, and to pay all other amounts required by the Agreement, the Initial Bond Resolution, and the Trust Indenture when due, subject to and as required by the provisions of the Agreement, the Initial Bond Resolution, and the Trust Indenture.

IN ADDITION, Rubbermaid Incorporated (the "Guarantor") and the Issuer have entered into a Guarantee Agreement (which is attached to and made a part of the Agreement for all purposes) dated as of October 15, 1982 (the "Guarantee") pursuant to which the Guarantor has guaranteed to the Issuer all of the Installment Loan Payments. The Issuer has assigned to the Trustee all its right, title, and interest in and to the guarantee of the Installment Loan Payments.

THE BONDS are secured by a Trust Indenture dated as of October 15, 1982 (the "Trust Indenture"), whereunder RepublicBank Dallas, National Association, Dallas, Texas, or its successor, as Trustee (the "Trustee"), is custodian of the Debt Service Fund and is obligated to enforce the rights of the owners of the Bonds and to perform other duties in the manner and under the conditions stated in the Trust Indenture. In case an "Event of Default", as defined in the Trust Indenture, shall occur, the principal of the Bonds then outstanding may be declared to be due and payable immediately upon the conditions and in the manner provided in the Trust Indenture. Reference is hereby made to the Initial Bond Resolution, the Trust Indenture, the Guarantee, and the Agreement for additional provisions with respect to the nature and extent of the security, the rights, duties, and obligations of the User, the Guarantor, the Issuer, the Trustee, and the owners of the Bonds, the terms upon which the Bonds are issued and secured, and the modification of any of the foregoing.

THE ISSUER has reserved the right, subject to the restrictions stated in the Initial Bond Resolution, to issue additional parity revenue bonds ("Additional Bonds") which, when issued and delivered, shall be payable from the Debt Service Fund, and shall be payable from and secured by a first lien on and pledge of Installment Loan Payments pursuant to the Agreement and entitled to the benefits of and secured by the Trust Indenture and the Guarantee, in the same manner and to the same extent as, and be on a parity with, all then outstanding Bonds and Additional Bonds.

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THE ISSUER also has reserved the right to amend the Initial Bond Resolution and the Trust Indenture, as provided therein; and under some (but not all) circumstances amendments thereto must be approved by the owners of 66-2/3% in aggregate principal amount of the outstanding Bonds and any Additional Bonds secured by the Trust Indenture.

THE BEARER OR OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation or from any source whatsoever except the payments and amounts described in this Bond, the Initial Bond Resolution, the Trust Indenture, the Agreement and the Guarantee. Except for the lien on and the assignment and pledge of such payments and amounts, no property of the Issuer is encumbered by any lien or security interest for the benefit of the bearer or owner of this Bond. Neither the State of Texas, Johnson County, nor any other political corporation, subdivision, or agency of the State of Texas, nor the Board of Directors of the Issuer, either individually or collectively, shall be obligated to pay the principal of this Bond, any premium or payment with respect to this Bond, or the interest hereon, and neither the faith and credit, nor the taxing power, of the State of Texas, Johnson County, nor any other political corporation, subdivision, or agency of the State of Texas, is pledged to the payment of the principal of this Bond, any premium or payment with respect to this Bond, or the interest hereon.

THIS BOND may be registered as to principal alone in accordance with the provisions endorsed hereon.

THIS BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Trust Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, this Bond and the interest coupons appertaining hereto have been signed with the facsimile signatures of the President and the Secretary of the Board of Directors of the Issuer, and the official seal of the Issuer has been duly impressed, or placed in facsimile, on this Bond.

(facsimile) (facsimile)
Secretary, Board of Directors

(ISSUER'S SEAL)

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FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Agreement, Initial Bond Resolution, and Trust Indenture.

RepublicBank Dallas, National Association, Trustee

By Authorized Signature

FORM OF PROVISIONS FOR REGISTRATION

BOND REGISTRATION PROVISIONS

This Bond may be registered as to principal alone on the Bond Registration Books of the Issuer kept by RepublicBank Dallas, National Association, Dallas, Texas, Trustee, as Registrar, upon presentation hereof to the Trustee, which shall make notation of such registration in the registration blank below, and this Bond thereafter may be transferred only upon a duly executed assignment of the registered owner or his duly authorized representative in such form as shall be satisfactory to the Trustee, such transfer to be made on such Bond Registration Books and endorsed hereon by the Trustee. Any such transfer of this Bond may be to bearer and thereby transferability by delivery shall be restored, but this Bond shall again be subject to successive registrations and transfers as before. The principal of this Bond, if registered, unless registered to bearer, shall be payable only to or upon the order of the registered owner or his legal representative upon presentation and surrender of this Bond to the Trustee by such registered owner (or to the bearer of this Bond if it is registered to bearer). The bearer of any coupon may be deemed and regarded by the Trustee and the Issuer as the absolute owner for all purposes, including payment and discharge of the liability upon such coupon to the extent of such payment, and neither the Trustee nor the Issuer shall be affected by any notice to the contrary. Notwithstanding the registration of this Bond as to principal, the interest coupons appertaining hereto shall remain payable to bearer and shall continue to be transferable by delivery. For every transfer the Trustee may make a charge to the owner of this Bond sufficient to reimburse it for any tax, fee, or governmental charge required to be paid with respect there-

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DATE OF REGISTRATION	NAME OF REGISTERED OWNER	SIGNATURE OF REGISTRAR
	FORM OF INTEREST COUP	
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solely from the sour interest coupon apprest coupon, in lawf (without exchange unless due provision payment prior to sthis interest coupsurrender of this interest coming due number hereinafter COUNTY INDUSTRIAL SERIES 1982 (RUBBER dated October 15, 1 the right to demand funds raised or to whatsoever except	promises to pay to be arces described in the arces described in the pertains, the amount should many of the United or collection charges on has been made for scheduled maturity of son appertains, upon interest coupon, at Reson, Dallas, Texas, so on that day on the designated, of that DEVELOPMENT AUTHORIT RMAID COMMERCIAL PRODUCTURATION COMMENCIAL PRODUCT	Bond to which this hown on this interd States of America to the bearer), the redemption or the Bond to which presentation and epublicBank Dallas, uch amount being Bond, bearing the issue of JOHNSON Y REVENUE BONDS, UCTS INC. PROJECT) of shall never have gation out of any or from any sourced in the Bond to
(facsimil Secretary, Board of	e) Directors Presider	(facsimile) nt, Board of Directors

Section 6. PLEDGE. The Bonds and the interest thereon are and shall be payable from and secured by a first lien on and pledge of the payments designated as Installment Loan Payments to be made or paid, or caused to be made or paid, to the Trustee by the User, pursuant and subject to the terms and provisions of this Initial Bond Resolution, the Trust Indenture, and the Agreement; and such Installment Loan Payments are further pledged irrevocably to the

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establishment and maintenance of the Debt Service Fund hereinafter created.

Section 7. DEBT SERVICE FUND. (a) Establishment of Debt Service Fund. A separate and special trust fund to be designated and known as the "Debt Service Fund" shall be established by the Issuer with the Trustee for the benefit of the owners of the Bonds pursuant to the Agreement and the Trust Indenture, and maintained as provided in this Initial Bond Resolution and the Trust Indenture, as long as any of the Bonds, or interest thereon, is outstanding and unpaid.

- (b) Accrued Interest. Immediately after the delivery of the Bonds to the initial purchaser thereof, all accrued interest, if any, received from the proceeds from the sale and delivery of the Bonds, shall be transferred by the Trustee into the Debt Service Fund.
- (c) <u>Installment Loan Payments</u>. The User shall make or pay, or cause to be made or paid, to the Trustee, which shall deposit into the Debt Service Fund, Installment Loan Payments as follows:
 - (1) On or before each interest payment date as provided in the FORM OF BOND set forth in Section 5, an amount which, together with any other amounts then on deposit therein and available for such purpose, will be sufficient to pay the interest coming due on the Bonds on each interest payment date; and
 - (2) On or before each principal payment date as provided in Section 2 and in the FORM OF BOND set forth in Section 5, an amount which, together with any other amounts then on deposit therein and available for such purpose, will be sufficient to pay the principal of the Bonds scheduled to mature on each principal payment date; and
 - (3) On or before any optional or mandatory redemption date as permitted or required in the FORM OF BOND set forth in Section 5, an amount which, together with any other amounts then on deposit and available for such purpose, will be sufficient to pay the redemption price (including any agreed liquidated damages) specified therein; and
 - (4) Promptly after the occurrence of a Final Determination of Taxability, the additional amount required to pay the agreed liquidated damages to the owners of Bonds which were outstanding on the date of any Taxable Event, but which were paid or

redeemed prior to the redemption of all outstanding Bonds after a Final Determination of Taxability, all as provided in the FORM OF BOND set forth in Section 5; and

- (5) On any date on which the Bonds are declared to be immediately due and payable pursuant to the Trust Indenture, an amount which, together with any other amounts then on deposit and available for such purpose, will be sufficient to pay the principal of all Bonds then outstanding and the interest accrued thereon to such date; and
- (6) Promptly after receipt of each statement and request for payment, an amount equal to the charges of the Trustee for performing the duties of Trustee and Registrar, and the charges of the Paying Agent for the Bonds, as designated in the FORM OF BOND set forth in Section 5, for paying or redeeming any Bonds, and the interest coupons appertaining to all of the Bonds.

In the event the User should fail to make or pay, or cause to be made or paid, any of the required Installment Loan Payments set forth in this Section, each such required payment shall continue as an obligation of the User until fully paid, and the User agrees to pay the same to the Trustee, for the benefit of the owners of the Bonds, or the Trustee, as the case may be, with interest thereon, to the extent legally permissible, at the rate borne by the Bonds, from the date any such payment was due until payment thereof.

- (d) <u>Redemption</u>. The Bonds authorized hereby shall be subject to redemption, and may or shall be redeemed, as specified in the FORM OF BOND set forth in Section 5.
- (e) Payments from Debt Service Fund. Except as otherwise specifically provided in this Initial Bond Resolution or the Trust Indenture, the Debt Service Fund shall be used by the Trustee only to pay the principal of, and redemption premium, if any, agreed liquidated damages, if any, and interest on the Bonds, when due, and the charges of the Trustee, Registrar, and Paying Agent; and the Trustee shall make available to the Paying Agent, out of the Debt Service Fund, the amounts required to pay or redeem the principal of and interest on the Bonds when due, and the Trustee shall make all other payments as required by this Initial Bond Resolution and the Trust Indenture. The Trustee shall obtain and destroy all paid Bonds and interest coupons appertaining to the Bonds, and shall furnish the User an

appropriate certificate of destruction at least semian-nually.

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- (f) Immediately Available Funds. The User shall make all Installment Loan Payments in funds that will be immediately available and allow the Paying Agent to pay, in lawful money of the United States of America, the principal of and interest on the Bonds, when due.
- Investment of Funds. Any money held as part of the Debt Service Fund shall be invested or reinvested by the Trustee, upon the written direction of the Approving Officer in any obligations, including certificates of deposit. The Trustee shall make no investments except as specifically directed by the Approving Officer. The investments of the Debt Service Fund shall be deemed to be a part of such Fund, and, for the purpose of determining the amount of money in such Fund, such investments shall be valued at their cost or market value, whichever is lower. The income and profits, including realized discount on obligations purchased, received from such investments shall be deposited in or credited to the Debt Service Fund, and any losses on investments thereon shall be charged against the Debt Service Fund. If at any time it shall become necessary that some or all of the investments made with the moneys from the Debt Service Fund be redeemed or sold to raise moneys necessary to comply with the provisions of this Initial Bond Resolution or the Trust Indenture, the Trustee shall, without further authorization, effect such redemption or sale, employing, in the case of a sale, any commercially reasonable method of effecting the same. The Trustee shall not be liable or responsible for any loss resulting from any such investment or resulting from the redemption or sale of any such investment as herein authorized; except that the Trustee shall be liable for (1) any loss resulting from its willful or negligent failure, within a reasonable time after receiving the written direction from the Approving Officer to make, redeem, or sell any investment in the manner provided for herein, and (2) except for any redemption or sale made pursuant to the next preceding sentence of this paragraph, for any loss resulting from the making, redeeming, or selling of any investment which was not authorized by written direction of the Approving Officer. If the Trustee is unable, after reasonable effort and within a reasonable time, to make, redeem, or sell any such investment, it shall so notify in writing the Approving Officer and thereafter the Trustee shall be relieved of all responsibility with respect thereto. In the event of any such loss, the User shall make additional deposits to restore same if and to the extent required to enable the Trustee to make all payments required to be made from the Debt Service

Fund, and such additional deposits shall constitute additional amounts of Installment Loan Payments.

Section 8. SECURITY FOR FUNDS. All uninvested money in all Funds established pursuant to this Initial Bond Resolution (including the Debt Service Fund and the Construction Fund), shall be secured by the Trustee in such manner and to such extent as is required of national banks when acting in a fiduciary capacity.

Section 9. THE USER'S PAYMENTS. (a) Unconditional Obligation. The User has covenanted in the Agreement, and, by the approval of this Initial Bond Resolution, the User further has unconditionally obligated itself and agreed, regardless of and notwithstanding any provisions of the Agreement, other than Sections 6.01 and 6.02 thereof relating to merger, consolidation, transfer of assets, and assignment, and regardless of the provisions of any other agreement or contract to the contrary, to make or pay, or cause to be made or paid, without set-off, recoupment, or counterclaim, the Installment Loan Payments to the Trustee in the amounts required by Section 7(c) to be made into the Debt Service Fund, and to make such payments on or before the dates specified in this Initial Bond Resolution and the Trust Indenture; and said payments by the User shall be and constitute the Installment Loan Payments as contemplated and required by the Agreement. Each Bondholder is and shall be entitled to rely unconditionally on the agreements, covenants, and representations set forth in this Initial Bond Resolution and the Trust Indenture.

(b) <u>Prepayments</u>. It is further understood that the User may prepay all or any part of each Installment Loan Payment, and any such prepayment, and any earnings thereon, shall be applied by the Trustee to the payment of each Installment Loan Payment; provided that the redemption of any outstanding Bonds prior to maturity at any time, with funds from any source (whether from Installment Loan Payments or otherwise), shall not relieve the User of its obligation to make or pay, or cause to be made or paid, each Installment Loan Payment as specified in Section 9(a), when due with respect to any remaining outstanding Bonds.

Section 10. ADDITIONAL PARITY BONDS. (a) Additional Bonds. The Issuer reserves the right, upon the request of the User, to issue additional parity revenue bonds ("Additional Bonds") in any amounts, for any lawful purpose or purposes, including the refunding of any outstanding Bonds. Such Additional Bonds, along with the Bonds authorized by this Initial Bond Resolution, shall be considered, constitute, and be "Bonds" as defined in, and for all purposes of, the Agreement and the Trust Indenture. Furthermore, for all

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purposes of this Initial Bond Resolution, the term "Bonds" shall mean and include the Bonds authorized hereby and any Additional Bonds, unless the context otherwise indicates. When issued and delivered such Additional Bonds, the redemption premium, if any, agreed liquidated damages, if any, and the interest thereon, shall be payable from the Debt Service Fund, and shall be payable from and secured by a first lien on and pledge of installment Loan Payments pursuant to the Agreement, and secured by the Trust Indenture, in the same manner and to the same extent as, and be on a parity with, all then outstanding Bonds and Additional Bonds. Such Additional Bonds may be issued in one or more series or issues, in various principal amounts, maturing at different times, bearing interest at different rates, be payable in installments or otherwise, be redeemable prior to maturity, with or without redemption premium, on whatever terms or prices, and may contain such other provisions as may be provided in any Bond Resolution authorizing the issuance of such Additional Bonds. It is provided, however, that no series or issue of Additional Bonds shall be issued unless:

- (i) In the opinion of Bond Counsel (A) the issuance of such Additional Bonds will not adversely affect the exemption from federal income taxation of the interest on the then outstanding Bonds and Additional Bonds, or affect the validity of the then outstanding Bonds or Additional Bonds and (B) such Additional Bonds are secured in the same manner and to the same extent as and are on a parity with all then outstanding Bonds and Additional Bonds;
- (ii) A certificate is executed by the President and Secretary of the Board of Directors of the Issuer to the effect that no default exists in connection with the Bonds or the Trust Indenture (or any amendment or supplement thereto) or with any of the covenants or requirements of this Initial Bond Resolution or the Bond Resolutions (or any amendments or supplements thereto) authorizing the issuance of all then outstanding Bonds and Additional Bonds, and that the Debt Service Fund contains the amount then required to be on deposit therein;
- (iii) The Bond Resolution authorizing the issuance of such series or issue of Additional Bonds provides for additional Installment Loan Payments to be deposited into the Debt Service Fund in amounts sufficient to pay all principal of, redemption premium, if any, agreed liquidated damages, if any, and interest on such Additional Bonds, together with all Trustee, Registrar, and Paying Agent fees and expenses attributable to such Additional Bonds;

- (iv) The Approving Officer approves in writing the Bond Resolution authorizing the issuance of such series or issue of Additional Bonds, as required by the Agreement;
- (v) The principal and interest payment dates during any year in which principal and interest on such Additional Bonds are scheduled to be paid, are the same for the Additional Bonds and the Bonds; and
- (vi) The Commission expressly gives its prior approval to the issuance of such Additional Bonds.
- (b) Amendments to Trust Indenture Unnecessary. It shall not be necessary or required that the Trust Indenture be amended or supplemented to cause any series or issue of Additional Bonds to be secured by the Trust Indenture. All that shall be necessary or required to cause any such Additional Bonds to be secured by the Trust Indenture is for the Issuer to deliver to the Trustee a certified copy of the Bond Resolution authorizing their issuance and documents listed in Section 10(a) prior to the delivery of such Additional Bonds.

Section 11. SPECIAL COVENANTS. The Issuer further covenants as follows:

- (a) Installment Loan Payments Pledged to Bonds Only. Other than for the payment of the Bonds, as provided in this Initial Bond Resolution and the Trust Indenture, the Installment Loan Payments have not in any manner been pledged to the payment of any debt or obligation of the Issuer;
- (b) Non-Encumbrance. While any of the Bonds is outstanding, the Issuer will not (except with respect to the Bonds and any Additional Bonds and except as provided in the Agreement, any Bond Resolution, or the Trust Indenture) in any manner whatsoever create, assume, or suffer to exist, directly or indirectly, any mortgage, lien, encumbrance, pledge, or charge against the Debt Service Fund, the Installment Loan Payments, the Construction Fund, or any property or moneys deposited with the Trustee;
- (c) <u>Performance by Issuer</u>. The Issuer will carry out all of its covenants and obligations under this Initial Bond Resolution; and the Issuer may be required to carry out such covenants and obligations by all legal and equitable means, including, but without limitation, actions for specific performance and the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Issuer, its Board of Directors, and its officials and employees; and

(d) Certain Modifications Prohibited. The Issuer covenants and agrees that it will not execute or permit the execution of any contract or agreement, or terminate or amend the Agreement, in any manner that would relieve or abrogate the obligations of the User to make or pay, or cause to be made or paid, when due, all Installment Loan Payments, in the manner and to the extent required by the Agreement, this Initial Bond Resolution, and the Trust Indenture, or which would change or affect Sections 4.04, 4.05, 4.06, 6.01 and 6.02 of the Agreement without the written consent of all of the Bondholders and the Trustee.

Section 12. BONDS ARE SPECIAL OBLIGATIONS. The Bonds are and shall be special revenue obligations of the Issuer payable solely from payments to be made under the Agreement, this Initial Bond Resolution, the Guarantee, and the Trust Indenture; and the Bondholders shall never have the right to demand payment thereof or the interest thereon out of funds raised or to be raised by taxation, or from any source whatsoever other than, the foregoing. The Bonds are not and shall never be considered as obligations of the State of Texas, the Governmental Unit, or any other political subdivision or agency of the State of Texas, or of the Board of Directors of the Issuer, either individually or collectively.

Section 13. AMENDMENTS. (a) Amendment with Consent of Owners of 66-2/3% of Bonds. Subject to approval in writing by the Approving Officer of the User, the owners of 66-2/3% in aggregate principal amount of then outstanding Bonds shall have the right from time to time to approve any amendment to any Bond Resolution, or to the Trust Indenture (provided that the Trustee must approve any amendment to the Trust Indenture), which may be deemed necessary or desirable by the Issuer; provided, however, that nothing herein contained shall permit or be construed to permit the amendment, without the consent of the owner of each of the outstanding Bonds affected thereby, of the terms and conditions of any Bond Resolution, the Bonds, or the Trust Indenture, so as to:

- (1) change the Debt Service Fund requirements, interest payment dates, or the maturity or maturities of the outstanding Bonds;
- (2) reduce the rate of interest borne by any of the outstanding Bonds;
- (3) reduce the amount of the principal of, redemption premium, if any, liquidated damages, if any, or interest on the outstanding Bonds, or impose any conditions with respect to such payments;

- (4) modify the terms of payment of principal of, redemption premium, if any, liquidated damages, if any, or interest on the outstanding Bonds, or impose any conditions with respect to such payments;
- (5) affect the rights of the owners of less than all of the Bonds then outstanding;
- (6) decrease the minimum percentage of the principal amount of Bonds necessary for consent to any such amendment; or
- (7) alter the obligations of the User to pay Installment Loan Payments in the manner and to the extent provided in the Agreement, the Bond Resolution, and the Trust Indenture.
- (b) Notice of Amendment. If at any time the Issuer shall desire to amend any Bond Resolution, or the Trust Indenture, under this Section, the Issuer shall file a copy of the proposed amendment at the principal office of the Trustee and shall cause notice of the proposed amendment to be published at least once in a financial newspaper, journal or publication of general circulation in The City of New York, New York, or in the State of Texas, during each calendar week for at least two successive calendar weeks. If, because of temporary or permanent suspension of the publication or general circulation of all such financial newspapers, journals and publications, it is impossible or impractical to publish such notice in the manner provided herein, then such publication in lieu thereof as shall be made by the Trustee shall constitute a sufficient publication of notice. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Trustee for inspection by all owners of Bonds. Such publication is not required, however, if notice in writing is given to each owner of Bonds.
- (c) Consent to Amendment. Whenever at any time not less than 30 days, and within one year, from the date of the first publication of said notice or other service of written notice the Issuer shall receive an instrument or instruments executed by the owners of at least 66-2/3% in aggregate principal amount of all Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve such amendment, the Issuer may adopt the amendatory resolution in substantially the same form.
- (d) Effect of Amendment. Upon the adoption of any amendatory resolution pursuant to the provisions of this

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Section, any such Bond Resolution, or the Trust Indenture, shall be deemed to be amended in accordance with such amendatory resolution, and the respective rights, duties, and obligations under such amendatory resolution, or the Trust Indenture, of all the Bondholders shall thereafter be determined and exercised subject in all respects to such amendments.

- (e) Consent of Bondholders. Any consent given by a Bondholder pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the Bondholder who gave such consent, or by a successor in title, by filing notice thereof with the Trustee and the Issuer, but such revocation shall not be effective if the owners of 66-2/3% in aggregate principal amount of the then outstanding Bonds have, prior to the attempted revocation, consented to and approved the amendment.
- (f) Ownership of Bonds. For the purpose of this Section, the fact of being a Bondholder and the amount and numbers of such Bonds, and the date of being a Bondholder, may be conclusively presumed, or may be proved by an affidavit satisfactory to the Issuer and the Trustee of the person claiming to be such Bondholder, or by a certificate executed by any trust company, bank, banker, or any other depository wherever situated showing that at the date therein mentioned such person has on deposit with such trust company, bank, banker, or other depository, the Bonds described in such certificate, or in any other manner, whether or not the Bonds are so deposited, as the Trustee may approve. The Issuer may conclusively presume that the status of any Bondholders will continue until written notice to the contrary is served upon the Issuer.
- (g) Amendments Without Consent. Notwithstanding the provisions of (a) through (f) of this Section, and without publication of the proposed amendment and without the consent of the Bondholders, but subject to approval of the Approving Officer and, in the case of any amendment to the Trust Indenture, with the approval of the Trustee, the Issuer may, at any time, amend any Bond Resolution, or the Trust Indenture, to cure any ambiguity or cure, correct, or supplement any defective or inconsistent provision contained therein, or make any other change that does not in any respect materially and adversely affect the interest of the Bondholders, provided that no such amendment shall be made contrary to the proviso to Section 13(a), and a duly

certified or executed copy of each such amendment shall be filed with the Trustee.

Section 14. ESTABLISHMENT OF CONSTRUCTION FUND. (a) Deposit of Bond Proceeds into Construction Fund. Prior to or immediately after the sale and delivery of the Bonds authorized hereby, the Issuer shall establish the Construction Fund with the Trustee, as defined in and required by the Agreement. The Issuer shall deposit all of the proceeds from the sale and delivery of the Bonds authorized hereby into the Construction Fund. The Trustee shall draw on and use the Construction Fund as hereinafter provided. The amount so deposited into the Construction Fund shall constitute the Loan made to the User by the Issuer as contemplated and provided in the Agreement.

(b) Investment of Money in Construction Fund. Any money held as part of the Construction Fund, other than the amounts described in Section 15(a), shall be invested or reinvested by the Trustee upon the written direction of the Approving Officer in any obligations, including certificates of deposit. The Trustee shall make no investments except as specifically directed in writing by the Approving Officer. The investments of the Construction Fund shall be deemed to be a part of the Construction Fund, and for the purpose of determining the amount of money in the Construction Fund, such investments shall be valued at their cost or market value, whichever is lower. The income and profits, including realized discount on obligations purchased, received from such investments shall be deposited in or credited to the Construction Fund, and any losses on investments shall be charged against the Construction Fund. Upon the written direction of the Approving Officer the Trustee shall redeem or sell all or any designated part of such investments employing, in the case of a sale, any commercially reasonable method of effecting the same. The Trustee shall not be liable or responsible for any loss resulting from the redemption or sale of any such investment as herein authorized; except that (notwithstanding any provisions of the Agreement) the Trustee shall be liable for: (1) any loss resulting from its willful or negligent failure, within a reasonable time after receiving the written direction from the Approving Officer, to make, redeem, or sell any investment in the manner provided for herein, and (2) any loss resulting from the making, redeeming, or selling of any investment which was not authorized by written direction of the Approving Officer. If the Trustee is unable, after reasonable effort and within a reasonable time after receipt of the required written direction, to make, redeem, or sell any such investment, it shall so notify in writing the Approving Officer, and thereupon the Trustee shall be

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relieved of all liability or responsibility with respect thereto.

- (c) Deposit of Accrued Interest, Income, and Profits. Any accrued interest received from the sale of the Bonds; and, upon the written direction of the Approving Officer and to the extent that such use is consistent with the requirements of Section 15(b)(v), all income and profits received from the investment of the Construction Fund, shall (as soon as practicable after any receipt thereof has been deposited in or credited to the Construction Fund) be transferred by the Trustee and deposited into the Debt Service Fund to be used to pay interest on the Bonds during the period of construction of the Project.
- Section 15. PAYMENTS FROM CONSTRUCTION FUND. (a) Issuer's Administrative Overhead Expenses and Other Costs. Immediately after the delivery of the Bonds authorized hereby the Trustee shall pay directly to the Issuer the amount of \$4,000 in accordance with the Agreement, being the amount required to reimburse the Issuer for its administrative and overhead expenses directly attributable and chargeable to the costs of issuance of the Bonds authorized hereby and the acquisition, construction, equipping, and furnishing of the Project. Also, immediately after the delivery of the Bonds authorized hereby, the Trustee shall pay directly out of the Construction Fund, promptly after receiving the bills or statements therefor, all of the actual expenses and costs of issuance of such Bonds, including, without limitation, financing charges, printing and engraving expenses, the fees and expenses of accountants, financial advisors, and attorneys, and the initial fees and expenses of the Trustee.
- (b) Reimbursement for and Payment of Cost of Project. Subject and subordinate to making the payments required by the preceding paragraph, the Trustee shall make an initial payment, if requested by the User in the manner described below for payments from the Construction Fund, to reimburse the User for any Cost of the Project, paid by the User prior to such date of delivery. The Trustee shall make such initial payment, if requested, and shall make any subsequent payments from the Construction Fund to enable the User to pay, or to reimburse the User for paying, any Cost of the Project, from time to time upon receipt by the Trustee of a request of the User signed by the Approving Officer. Such request shall be accompanied by a certificate stating with respect to each payment as follows:
 - (i) the expenditures, in summary form, for which payment is to be made or for which reimbursement is requested;

(ii) that the amounts requested are to be, or have been paid, by the User for property or to contractors, subcontractors, materialmen, engineers, architects, or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, equipping, and furnishing of the Project, as the case may be, and that, to the best of his knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;

- (iii) that no part of the several amounts requested to be paid to the User, as stated in such certificate, has been or is the basis for the payment of any money in any previous or then pending request;
- (iv) that the payment of the amounts requested will not result in a breach of any of the covenants of the User contained in the Agreement, and particularly those covenants in Sections 4.05 and 4.06 thereof, which relate to the Code and the Regulations; and
- (v) that the expenditure of such amounts to be paid, when added to all previous disbursements from the Construction Fund, will result in at least 90% of the total of such disbursements, other than disbursements for issuance expenses, being used to provide land or property of a character subject to the allowance for depreciation under the Code (which expenditures are amounts paid or incurred which are, for federal income tax purposes, chargeable to the Project's capital account or would be so chargeable either with a proper election by the User [for example, under Section 266 of the Code] or but for a proper election by the User to deduct such amounts).
- (c) Reliance by Trustee. The Trustee shall rely fully on any such request and certificate delivered pursuant to this Section and shall not be required to make any investigation in connection therewith. If amounts paid by the Trustee with respect to any portion of the Project should exceed the cost thereof, the User shall promptly repay such overpayment into the Construction Fund.
- Section 16. SURPLUS CONSTRUCTION FUNDS. (a) <u>Disposition of Surplus Funds</u>. The completion of the Project shall be conclusively evidenced, and the date of completion shall be established by a written certificate of completion to be signed by the Approving Officer and delivered to the Trustee immediately upon completion of the Project. If, upon the completion of the Project, there shall be any surplus funds

remaining in the Construction Fund not required to provide for the payment of the Cost of the Project, or if any funds are on hand in the Construction Fund at the time of the release of the Trust Indenture under the terms thereof, then any such funds shall be used immediately to pay, redeem, and retire Bonds in the manner set forth in the FORM OF BOND in Section 5 for the redemption of Bonds with surplus Construction Fund moneys, to the extent of any such available funds; provided that prior to such use, the Issuer and the Trustee shall have been furnished with an unqualified opinion of Bond Counsel to the effect that the use of moneys from the Construction Fund for such purpose will be lawful and will not impair the exemption of interest on the Bonds from federal income taxation; and provided, further, that the User shall deposit into the Construction Fund prior to such redemption an amount sufficient to cause the total amount in the Construction Fund to be equal to an integral multiple of \$5,000.

(b) <u>Disposition of Construction Fund upon Acceleration and Redemption</u>. If the Trustee shall declare the principal of the Bonds and the interest accrued thereon immediately due and payable as the result of an Event of Default specified in the Trust Indenture, or if the Bonds are optionally or mandatorily redeemed prior to maturity as a whole in accordance with their terms, any amounts remaining in the Construction Fund shall be used immediately by the Trustee for the purpose of paying principal of, redemption premium, if any, agreed liquidated damages, if any, and interest on the Bonds when due.

Section 17. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS AND COUPONS. (a) Replacement Bonds. In the event any of the outstanding Bonds or interest coupons appertaining thereto is damaged, mutilated, lost, stolen, or destroyed, the Issuer shall execute, and the Trustee shall authenticate, a new bond of the same principal amount and maturity with coupons corresponding in all respects to those unpaid coupons, if any, of the damaged, mutilated, lost, stolen, or destroyed Bonds or coupons, in exchange and substitution for such Bond and its coupons, if any, or in lieu of and substitution for such Bond and its coupons, if any.

(b) Application for Substitute Bonds. Application for exchange and substitution of damaged, mutilated, lost, stolen, or destroyed Bonds and coupons shall be made to the Issuer. In every case, the applicant for a substitute bond shall furnish to the Issuer and to the Trustee such security or indemnity as may be required by them to save each of them and the Paying Agent harmless. In every case of loss, theft, or destruction of a Bond or a coupon, the applicant

shall also furnish to the Issuer and to the Trustee evidence to their satisfaction of the loss, theft, or destruction, and of the ownership of such Bond or coupon, as the case may be, and in every case of damage, mutilation, loss, theft, or destruction of a coupon or coupons only, the applicant shall surrender the Bond to which the coupon or coupons so damaged, mutilated, lost, stolen, or destroyed appertain, with all coupons appertaining thereto (including any mutilated coupons) not lost, stolen, or destroyed. In every case of damage or mutilation of a Bond only, the applicant shall surrender the Bond so damaged or mutilated together with all coupons, if any, appertaining thereto.

- (c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond or coupon shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, agreed liquidated damages, if any, or interest on the Bonds, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond or coupon) instead of issuing a substitute Bond and coupons, if any, provided security or indemnity is furnished as above provided in this Section.
- (d) Charge for Issuing Substitute Bonds. Prior to the issuance of any substitute bond and coupons appertaining thereto, the Issuer and the Trustee may charge the owner of such Bond with all legal, printing, and other expenses in connection therewith. Every substitute bond (and any coupon or coupons attached thereto, if any) issued pursuant to the provisions of this Section by virtue of the fact that any Bond or any coupon is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond or coupon shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of the Trust Indenture and this Initial Bond Resolution equally and proportionately with any and all other Bonds and coupons duly issued under this Initial Bond Resolution.
- (e) Authority for Issuing Substitute Bonds. This Initial Bond Resolution shall constitute sufficient authority for the issuance of any such substitute bond and coupons appertaining thereto without necessity of further action by the Board of Directors of the Issuer or any other body or person, and the issuance of such substituted bonds is hereby authorized, notwithstanding any other provisions of this Initial Bond Resolution, except to the extent otherwise required by law.

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Section 18. NO ARBITRAGE. The Issuer and the User have covenanted to and with the purchasers of the Bonds that they will make no use of the direct or indirect proceeds thereof at any time throughout the term thereof which would cause the Bonds to be arbitrage bonds within the meaning of Section 103(c) of the Code or any Regulations or rulings pertaining thereto; and by this covenant the Issuer and the User are obligated to comply with the requirements of the aforesaid Section 103(c) and all applicable and pertinent Regulations relating to arbitrage bonds.

Section 19. FINDINGS. Based upon the representations made by the User in the Agreement, the Board of Directors hereby affirmatively finds that (i) the Project is suitable for the promotion of commercial, industrial or manufacturing development and expansion, (ii) the Project will have a direct, positive and favorable impact on employment in the Governmental Unit, and (iii) that the Project is in furtherance of the public purposes as set forth in the Act.

Section 20. SALE OF THE BONDS. At the specific request of the User, the Bonds are hereby authorized to be sold, and shall be delivered to Goldman, Sachs & Co., under the terms and conditions set forth in the Underwriting Agreement among the Issuer and Goldman, Sachs & Co. (the "Underwriting Agreement"); and the President of the Board is hereby authorized to execute the Underwriting Agreement in substantially the form attached hereto and made a part hereof for all purposes.

Section 21. TRUST INDENTURE. For the purpose of additionally securing the payment of the Bonds, the redemption premium, if any, the agreed liquidated damages, if any, and the interest thereon, and for the purpose of providing for and fixing in more detail the rights of the owners of the Bonds and any interest coupons appertaining thereto, and of the Issuer, the User, and the Trustee, and for the purpose of making more effective the first lien on and pledge of the payments to be made pursuant to the Agreement and this Initial Bond Resolution, a Trust Indenture in substantially the following form and substance shall be signed, sealed, and otherwise executed and delivered, for and on behalf of the Issuer, by the President and the Secretary of its Board of Directors, after which the Trust Indenture shall be executed by the Trustee and shall become effective upon the delivery of the Bonds authorized hereby:

TRUST INDENTURE

BETWEEN

JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

AND

REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, TRUSTEE (RUBBERMAID COMMERCIAL PRODUCTS INC. PROJECT)

Pursuant to and under this Trust Indenture the Johnson County Industrial Development Authority has granted a security interest in and assigned to RepublicBank Dallas, National Association, as Trustee, all of its interests in all "Installment Loan Payments" due pursuant to and under the "Loan Agreement between Johnson County Industrial Development Authority and Rubbermaid Commercial Products Inc." (and in the "Loan Payment Guarantee" under the "Guarantee Agreement" attached to and made a part of said Loan Agreement) to secure its Revenue Bonus, Series 1982 (Rubbermaid Commercial Products Inc. Project).

DEBTOR:

Johnson County Industrial
Development Authority
403 North Main
Cleburne, Texas 76031

SECURED PARTY:

RepublicBank Dallas, National Association Pacific & Ervay Streets P. O. Box 2964 Dallas, Texas 75221

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TRUST INDENTURE

THE STATE OF TEXAS
JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

THIS TRUST INDENTURE, dated as of October 15, 1982, executed by and between Johnson County Industrial Development Authority (the "Issuer"), a nonstock, nonprofit industrial development corporation organized and existing under the laws of the State of Texas, including particularly the Development Corporation Act of 1979, as amended (Article 5190.6, V.A.T.C.S.) (the "Act"), and RepublicBank Dallas, National Association, Dallas, Texas, a national banking association duly organized and existing under the laws of the United States of America and having its principal office in the City of Dallas, Texas, as Trustee (the "Trustee"):

WITNESSETH THAT:

WHEREAS, a "Loan Agreement between Johnson County Industrial Development Authority and Rubbermaid Commercial Products Inc.," dated as of October 15, 1982 (the "Agreement") has been duly executed between the Issuer and Rubbermaid Commercial Products Inc. (the "User"), with the User being a corporation organized and existing under the laws of the State of Delaware, and being fully qualified to transact business in the State of Texas, and being a wholly owned subsidiary of Rubbermaid Incorporated (the "Guarantor"), a corporation organized and existing under the laws of the State of Ohio; and

WHEREAS, attached to and made a part of the Agreement is a "Guarantee Agreement" between the Issuer and the Guarantor whereunder the Guarantor has guaranteed all obligations of the User under the Agreement and particularly the obligation of the User to make the Installment Loan Payments required therein; and

WHEREAS, an executed copy of the Agreement, including the Guarantee Agreement, has been filed with the Trustee, and for all purposes of this Trust Indenture the term "Agreement" shall mean and include the Guarantee Agreement; and

WHEREAS, pursuant to the Agreement the Board of Directors of the Issuer has duly adopted a "RESOLUTION AUTHORIZING THE ISSUANCE OF JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BONDS, SERIES 1982 AND THE EXECUTION OF A TRUST INDENTURE (RUBBERMAID COMMERCIAL PRODUCTS INC. PROJECT)," which, together with any amendment thereto, is

hereinafter called and designated the "Initial Bond Resolution"; and

WHEREAS, the Initial Bond Resolution authorized the issuance of JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY REVENUE BONDS, SERIES 1982 (RUBBERMAID COMMERCIAL PRODUCTS INC. PROJECT), in the aggregate principal amount of \$8,000,000, which together with any replacement bonds and any additional parity revenue bonds ("Additional Bonds") authorized to be issued by the Initial Bond Resolution, are hereinafter collectively called the "Bonds"; and

WHEREAS, a certified copy of the Initial Bond Resolution has been duly filed with the Trustee; and

WHEREAS, pursuant to the Initial Bond Resolution, a certified copy of each resolution authorizing the issuance of each series or issue of Additional Bonds shall be filed with the Trustee prior to the delivery thereof; and

WHEREAS, as used in this Trust Indenture the word "Bond Resolution" shall mean and include collectively the Initial Bond Resolution (including the Trust Indenture prescribed and authorized to be executed in the Initial Bond Resolution) and, when adopted and filed with the Trustee, each resolution authorizing the issuance of Additional Bonds together with any supplemental resolutions or amendments to such resolutions or the Trust Indenture; and

WHEREAS, pursuant to the Agreement and the Bond Resolution and subject to the terms and provisions thereof, the Bonds, the redemption premium, if any, agreed liquidated damages, if any, and the interest thereon, are and shall be payable from and secured by a first lien on and pledge of the payments designated "Installment Loan Payments" to be made or paid, or caused to be made or paid, by the User and/or the Guarantor (or its successors or assigns under certain circumstances) to the Trustee; and

WHEREAS, for purposes of this Trust Indenture, the definitions of terms in the Agreement and the Bond Resolution are hereby adopted, and the terms used herein shall have the same meanings as such terms are given in said Agreement and Bond Resolution unless a different meaning is given herein; and

WHEREAS, the Trustee has accepted the trusts created by this Trust Indenture, and in evidence thereof has joined in the execution hereof; and

WHEREAS, this Preamble constitutes an integral part of this Trust Indenture.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That the Issuer in consideration of the premises and the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of securing and providing for the payment of the principal of, redemption premium, if any, and interest on the Bonds at any time issued and outstanding, when due, any agreed liquidated damages, all fees and expenses of the Trustee and Registrar, and the Paying Agents for the Bonds, and all other payments required to be made by the User and/or the Guarantor under the Agreement and the Bond Resolution, has granted a security interest in, assigned, transferred, pledged, set over, and confirmed, and by these presents does grant a security interest in, assign, pledge, set over, and confirm unto the Trustee, and to its successor or successors in said trust, and to its or their assigns, all and singular (i) all of its right, title, and interest in and to the Installment Loan Payments as required and provided in the Agreement and the Bond Resolution, (ii) the Debt Service Fund and the Construction Fund created by the Initial Bond Resolution, and (iii) all of its right, title, and interest in and to the "Loan Payment Guarantee," as defined, required, and provided in the Guarantee Agreement upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes hereinafter expressed; and the Issuer and the Trustee have agreed, and they hereby agree and covenant with the respective owners from time to time of the Bonds, and the interest coupons, if any, appertaining thereto, as follows, to-wit:

Article 1. ACCEPTANCE OF TRUST. The Trustee hereby accepts the trusts, duties, obligations, and requirements imposed on it by the Bond Resolution and this Trust Indenture, and agrees to carry out and perform, punctually and effectively, such duties, obligations, and requirements for the benefit of the Issuer, the User, the Guarantor, and the owners of the Bonds and the interest coupons, if any, appertaining thereto. It is further specifically agreed that (i) the Trustee will act as a Paying Agent for the Bonds at all times while it is Trustee, (ii) the Trustee will act as Registrar for the Bonds at all times while it is Trustee, and (iii) the Trustee will authenticate each of the Bonds by executing the Trustee's Certificate of Authentication appearing on each of the Bonds, as provided in the Bond Resolution, and it will so authenticate the Bonds when requested by the Issuer, prior to the delivery of the Bonds, at such time and in such manner as directed by the Issuer.

Article 2. DEBT SERVICE FUND AND CONSTRUCTION FUND. The Debt Service Fund and the Construction Fund created by the Initial Bond Resolution are hereby confirmed and established, respectively, in trust, with the Trustee, and the Trustee agrees to hold, administer, deposit, secure, invest, and use said funds in all respects as provided and required by the Agreement, the Bond Resolution, and this Trust Indenture.

Article 3. NOTICE TO THE USER AND THE GUARANTOR. On or before the 15th day prior to each date upon or before which each Installment Loan Payment is required by each Bond Resolution to be deposited into the Debt Service Fund, the Trustee shall give written notice to the User and to the Guarantor, by hand delivery or first class mail, postage prepaid, at such address as the User and the Guarantor shall from time to time designate and file in writing with the Trustee, of the amount, if any, of each Installment Loan Payment required by each Bond Resolution to be made by the User and/or the Guarantor to the Trustee and deposited by the Trustee into the Debt Service Fund, on or before such date. Such notice shall give a brief statement of the manner in which the amount due was calculated, including a showing of all credits on account of available moneys in the Debt Service Fund. The failure of the Trustee to give, or the User or the Guarantor to receive, any such notice shall not relieve the User of its unconditional duty and obligation to make all deposits or payments of Installment Loan Payments to the Trustee as required by the Agreement and each Bond Resolution.

Article 4. ACCOUNTS AND RECORDS (a) <u>Separate Records</u> to be Kept. The Trustee shall keep proper books of records and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Installment Loan Payments, the Debt Service Fund, and the Construction Fund.

- (b) Annual Report. Within 90 days after each anniversary of this Trust Indenture, the Trustee will furnish to the Issuer, the User, the Guarantor, and any owner of any outstanding Bonds who may so request, a copy of a report by the Trustee covering the preceding fiscal year, showing the following information:
 - (1) a detailed statement concerning the receipt and disposition of all Installment Loan Payments and the disposition of the amounts in the Construction Fund (until the Construction Fund shall have been fully disposed of).

- (2) an asset statement or balance sheet of the Debt Service Fund and of the Construction Fund (until the Construction Fund shall have been fully disposed of).
- (c) <u>Right to Inspect</u>. The Issuer, the User, the Guarantor, and the owners of any Bonds shall have the right, at all reasonable times and upon reasonable notice, to inspect all records, accounts, and data of the Trustee relating to the Debt Service Fund and the Construction Fund.
- Article 5. ENFORCEMENT OF RIGHTS IN CASE OF DEFAULT. Appointment of Trustee and Rights of Holder. Trustee is hereby irrevocably appointed the special agent and representative of the owners of the Bonds and vested with full power in their behalf to effect and enforce the Agreement, this Trust Indenture, and the Bond Resolution for their benefit as provided herein and in the Bond Resolution; but anything contained in this Trust Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of the Bonds then outstanding, in case of any subsisting Event of Default (hereinafter defined) or of any other event entitling the Trustee to proceed hereunder, shall have the right from time to time to direct and control the Trustee in connection with the enforcement of any of the provisions of the Agreement, this Trust Indenture, and the Bond Resolution, and any other proceedings taken by virtue of any provisions of the aforesaid instruments, including the right to have withdrawn and discontinued at any stage thereof any proceedings taken hereunder by the Trustee, provided that the Event of Default upon which such proceedings were based and all other Events of Default hereunder shall have been remedied and made good. Anything contained in this Trust Indenture to the contrary notwithstanding, each owner of any Bond shall have a right of action to enforce the payment of all amounts due with respect to any Bond owned by him when or after the same shall have become due, at the place, from the sources, and in the manner expressed in the Agreement, the Bond Resolution, or this Trust Indenture; provided that no right of action shall exist subsequent to the time of waiver of an Event of Default in the payment of any such amount so due and such Event of Default having been remedied and made good, as provided in Article 5(g).
- (b) Control by Trustee. Except as otherwise provided in this Article, the rights of action with respect to this Trust Indenture shall be exercised by the Trustee and no owner of any Bond shall have any right to institute any suit, action or proceeding at law or equity for the appointment of a receiver or for any other remedy hereunder or by reason hereof unless and until in addition to the

fulfillment of all other conditions precedent specified in this Trust Indenture, the Trustee shall have received the written request of the owners of not less than 25% in aggregate principal amount of the Bonds then outstanding and dhall have been offered reasonable indemnity, and shall have refused, or for 60 days thereafter neglected, to institute such suit, action, or proceeding; and it is hereby declared that the making of such request is in each case a condition precedent to the execution and enforcement by any owner of any Bond of the powers and remedies given to the Trustee hereunder and to the institution and maintenance by any owner of any Bond of any action or cause of action for the appointment of a receiver or for any other remedy hereunder; but the Trustee shall otherwise be obligated to forthwith take such appropriate action by judicial proceedings or otherwise to enforce the covenants of the User, the Guarantor, and the Issuer as the Trustee may deem expedient in the interest of the owners of the Bonds.

- (c) Events of Default. Any one or more of the following events shall constitute and hereinafter shall be called an "Event of Default":
 - (1) the failure by the Issuer to make due and punctual payment of principal of, redemption premium, if any, and interest on the Bonds, whether payment is required at maturity or by call for redemption or otherwise.
 - (2) the failure of the User or the Guarantor to make or pay, or cause to be made or paid, any Install-ment Loan Payment, or any part thereof, when and to the extent due and required by the Agreement or the Bond Resolution.
 - (3) the dissolution or liquidation of the User or the Guarantor in any manner not specifically authorized by the Agreement, or the filing by the User or the Guarantor of a voluntary petition in bankruptcy or failure by the User or the Guarantor promptly to lift or suspend any execution, garnishment, or attachment of such consequence as will materially impair its ability to carry out its obligations under the Agreement or the Bond Resolution, or the commission by the User or the Guarantor of any act of bankruptcy, or failure of the User or the Guarantor generally to pay its debts as they become due, or entry of an order for relief of the User or the Guarantor in a bankruptcy case of the User or the Guarantor or assignment by the User or the Guarantor of a substantial portion of its assets for the benefit of its creditors, or the entry by the User or the Guarantor into an agreement of composition with

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its creditors, or the entry of an order or decree applicable to the User or the Guarantor in any proceeding for its reorganization or arrangement in any proceedings instituted under the provisions of any applicable federal or state bankruptcy statutes, including the federal Bankruptcy Code, as they now exist or are hereafter amended or enacted.

- (4) the User or the Guarantor defaulting in the observance or performance of any other of its covenants, conditions, or obligations in the Bonds, the Agreement, the Bond Resolution, or this Trust Indenture, and the User or the Guarantor not remedying such default within 60 days after written notice to do so has been received by the User or the Guarantor from the Trustee or the owners of the Bonds; and the Trustee may serve such notice, in its discretion, or shall serve such notice at the written request of the owners of not less than 25% in aggregate principal amount of the Bonds then outstanding.
- (d) <u>Declaration of Principal and Interest Due</u>. Upon the happening of an Event of Default, the Trustee shall declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest, together with any applicable agreed liquidated damages, and any applicable redemption premium, and any other amounts then due, shall thereupon become and be immediately due and payable, anything in the Bonds, the Agreement, the Bond Resolution, or this Trust Indenture to the contrary notwithstanding.
- (e) Enforcement by Trustee. Upon the happening of an Event of Default, the Trustee shall take such appropriate action by judicial proceedings or otherwise to cure the Event of Default and/or to require the User or the Issuer to carry out its or their covenants and obligations under and with respect to the Bonds, the Agreement, the Bond Resolution, or this Trust Indenture, including without limitation, the use and filing of actions for specific performance, and mandamus proceedings, in any court of competent jurisdiction, against the Issuer, its Board of Directors, and its officers, employees, and/or agents, and to obtain judgments against the User for any Installment Loan Payments due but unpaid into the Debt Service Fund, or for any other amounts due hereunder, under the Bond Resolution, or under the Agreement, including all amounts due with respect to the Bonds then outstanding if declared due and payable as provided herein.
- (f) Remedies Non-Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be

exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Agreement, the Bonds or the Bond Resolution, or now and hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon the happening of an Event of Default continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and so often as may be deemed expedient.

- (g) <u>Waiver of Defaults</u>. The Trustee may, and upon the written request of the owners of 66-2/3% in aggregate principal amount of the Bonds then outstanding shall, waive any Event of Default hereunder and its consequences, except that an Event of Default in the payment of Installment Loan Payments, or in the payment of any amounts with respect to the Bonds when and as the same shall become due and payable, may be waived only if, the Event of Default therein shall have been remedied and made good. In case of any such waiver, the Issuer, the User, the Guarantor, the Trustee, and the owners of the Bonds shall be restored to their former position and rights hereunder respectively, but such waiver shall not extend to any subsequent or other Event of Default or impair any right consequent thereon.
- (h) Discretion of Trustee. In the event the Trustee shall receive conflicting or inconsistent requests from two or more groups of owners of Bonds, each representing less than a majority of the aggregate principal amount of Bonds then outstanding, the Trustee in its sole discretion may determine what action, if any, shall be taken, notwithstanding any other provisions of this Trust Indenture.
- (i) Application of Moneys. All money collected by the Trustee pursuant to the exercise of the remedies and powers provided in this Article, together with all other sums which then may be held by the Trustee under any provision of this Trust Indenture as security for the Bonds, shall be applied as follows:

FIRST: to the payment of the costs and expenses of the proceedings whereunder such money was collected, including a reasonable compensation to the Trustee, its agents, attorneys, and all other necessary or proper expenses, liabilities, and advances incurred or made by the Trustee under this Trust Indenture, and to the payment of all taxes, assessments, and liens superior to the lien of this Trust Indenture.

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SECOND: to the payment of matured interest on the Bonds, including, to the extent legally permissible, interest thereon at the rate borne by the Bonds from due date to date of payment.

THIRD: to the payment of principal of, redemption premium, if any, and agreed liquidated damages, if any, on the Bonds which have been called for redemption as permitted or required by the Bond Resolution or have matured as provided thereby, and interest thereon, to the extent legally permissible, at the rate borne by the Bonds from the date of redemption or maturity to date of payment.

FOURTH: to the payment of principal of the Bonds which have become due by virtue of the declaration of the Trustee pursuant to Article 5(d), and interest thereon, to the extent legally permissible, at the rate borne by the Bonds from the date declared due to date of payment.

FIFTH: to the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

If in making distribution pursuant to the order above stated, the amount available for distribution in a particular classification shall be insufficient to pay in full all of the items in such classification, the amount available for distribution to items in such classification shall be prorated among such items in the proportion that the amount each item bears to the total of all such items. Notwithstanding anything contained in this Trust Indenture to the contrary, if the Trustee shall declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable as the result of an Event of Default, or if the Bonds are to be redeemed as a whole pursuant to mandatory redemption provisions provided in the Bond Resolution, or if the User shall exercise any option to redeem the Bonds as a whole in accordance with their terms, any amounts remaining in the Construction Fund shall be deposited in the Debt Service Fund and applied by the Trustee as provided in this subsection (i).

(j) <u>Judicial Proceedings</u>. In any judicial proceeding in which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the owners of the Bonds, the Trustee, if permitted by the court having jurisdiction over such proceeding, shall intervene on behalf of the owners of the Bonds to assert the rights of such owners.

- (k) Enforcement of Remedies Without Possession of Bonds. All rights of action or other rights under this Trust Indenture or otherwise may be brought by the Trustee in its own name as Trustee of an express trust and may be enforced by the Trustee without the possession of any of the Bonds or any interest coupons appertaining thereto, or the production thereof on the trial or other proceedings relative thereto.
- (1) Direction by 66-2/3% in Principal Amount of Bondholders. It is expressly provided, however, that the owners of 66-2/3% in aggregate principal amount of the Bonds then outstanding, or a committee representing, pursuant to a written appointment filed with the Trustee, the owners of 66-2/3% in aggregate principal amount of the Bonds then outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the Trustee's rights and remedies under the Agreement or the rights of the owners of the Bonds or the Trustee's rights and remedies under the Bond Resolution and this Trust Indenture, and may exercise any right or perform any action hereunder, with the same effect as the Trustee under this Trust Indenture, provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Trust Indenture, and further provided that the Trustee shall have been indemnified to its satisfaction.
- (m) Notice By Trustee. The Trustee shall not be required to take notice nor be deemed to have notice of any default specified in this Trust Indenture, except for those Events of Default specified in Article 5(c)(1) and 5(c)(2), unless specifically notified in writing of such default by the owners of at least 25% in aggregate principal amount of the Bonds then outstanding.
- (n) Concurrence of Bondholders. In determining whether the owners of a requisite aggregate principal amount of Bonds outstanding have concurred in any request, demand, authorization, direction, notice, consent, or waiver under this Trust Indenture or the Bond Resolution, Bonds owned by or for the account of the User or any person controlled by, controlling, or under common control of the User and/or the Guarantor, shall be disregarded and deemed not to be outstanding for the purpose of any such determination; provided however, that for the purpose of determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, or waiver, only Bonds of which the Trustee has actual knowledge of such ownership shall be so disregarded.

- (o) <u>Default of Payments</u>. In the event of a default in the payment of any Installment Loan Payment, or in the performance of any agreement or covenant contained in the Bonds, the Agreement, the Bond Resolution, or this Trust Indenture, such payment and performance may be enforced by the Trustee by mandamus, specific performance, or by the appointment of a receiver (in equity with power to charge and collect Installment Loan Payments) in accordance with the Agreement, the Bond Resolution and this Trust Indenture.
- (p) Notice to User of Past Due Payments. Pursuant to the Agreement, Installment Loan Payments are to be paid by the User and/or the Guarantor directly to the Trustee. In the event that any such payments are not timely made, the Trustee shall immediately notify the User and the Guarantor by wire at the address provided in the Agreement or by telephonic notice with confirmation of such notice by wire, that payment has not been made. Such notice shall be deemed given at the time the wire is received or telephonic notice is given, whichever is earlier. Failure of the Trustee to give, or the User or the Guarantor to receive, such notice shall not relieve the User or the Guarantor of any covenant or obligation under the Agreement, the Bond Resolution or this Trust Indenture and shall not constitute a waiver of any Event of Default under this Trust Indenture.

Article 6. CONCERNING THE TRUSTEE. The Trustee accepts the trust imposed upon it by this Trust Indenture, but only upon and subject to the following express terms and conditions:

- (a) Not Accountable for Bond Proceeds. In no event shall the Trustee be liable except for its negligence or willful misconduct in relation to its duties under this Trust Indenture and the Bond Resolution. The Trustee shall not be responsible for any recitals herein, in the Bonds, the interest coupons, if any, appertaining thereto, the Bond Resolution, the Agreement, or for the sufficiency of the security for the Bonds or interest coupons, if any, appertaining thereto. The Trustee shall have no responsibility hereunder except to the extent of the duties placed upon the Trustee to hold, administer, deposit, secure, invest, and use the Debt Service Fund and the Construction Fund as expressly required by the Bond Resolution, to the extent funds for such purposes are received by the Trustee, and to perform the other express covenants and agreements made by the Trustee under the provisions of this Trust Indenture and the Bond Resolution.
- (b) Reliance by Trustee. The Trustee may rely and shall be protected in acting or refraining from acting in accordance with the provisions of this Trust Indenture and

the Bond Resolution upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, and the Trustee shall not be bound to recognize any person as an owner of Bonds or to take any action at his request, unless the Bond or Bonds owned by such owner of Bonds shall be deposited with the Trustee, be registered in the name of such owner on the Bond Registration Books kept by the Trustee, or submitted to it for inspection. Any action taken by the Trustee pursuant to this Trust Indenture upon the request or authority or consent of any person who, at the time of making such request, or giving such authority or consent, is the owner of any Bond secured hereby, shall be conclusive and binding upon all future owners of the same Bond and of Bonds issued in exchange therefor or in place thereof.

- (c) Compensation of Trustee from Debt Service Fund. There shall be paid from the Debt Service Fund the Trustee's reasonable compensation, and its reasonable expenses, advances, and counsel fees, and its liabilities incurred in and about the execution of the trusts hereby created and the exercise and performance of the powers and duties of the Trustee hereunder (except liabilities incurred as a result of the negligence or willful misconduct of the Trustee, or as provided in the Bond Resolution), and the reasonable cost and expenses, including counsel fees, of defending against liabilities.
- (d) <u>Limited Responsibilities</u>. The responsibilities of the Trustee elsewhere set forth herein shall be further limited as follows:

FIRST: the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with a direction of the owners of Bonds pursuant to any provision of this Trust Indenture relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Indenture.

SECOND: no provision of this Trust Indenture shall require the Trustee (1) to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, nor (2) to take any action, whether or not directed to take such

action by the owners of Bonds, pursuant to this Trust Indenture, which in the judgment of the Trustee would conflict with any rule of law, or with the terms of this Trust Indenture, or would be unjustly prejudicial to the owners of Bonds not taking part in such direction. When acting pursuant to the direction of any owners of Bonds pursuant to this Trust Indenture, the Trustee may take other action deemed proper by the Trustee which is not inconsistent with such direction; provided, however, that the terms of this subparagraph SECOND shall not impose any additional duties or responsibilities upon the Trustee and shall not be construed to limit the effect of subparagraph FIRST of this paragraph (d).

- (e) Advice. The Trustee may act upon the professional opinion or advice of any legal counsel, engineer, accountant, or other expert, reasonably believed by the Trustee to be qualified in relation to the subject matter, whether retained by the Trustee or the Issuer or otherwise, and the Trustee shall not be responsible for anything suffered or done or not done by it in good faith in accordance with any such opinion or advice.
- (f) Trustee May Own Bonds. Except as prohibited by law, the Trustee may become the owner of any of the Bonds secured by this Trust Indenture with the same rights which it would have if it were not the Trustee; and nothing herein contained shall be construed to prohibit the Trustee, either as principal or agent, from engaging in or being interested in any financial or other transaction with the Issuer or the User or from acting as depository, trustee, or agent for any committee or body of owners of the Bonds or of other obligations of the Issuer as freely as if it were not the Trustee.
- (g) Fees. The Issuer has agreed with the User in the Agreement and the Bond Resolution provides that, as part of the Installment Loan Payments the User shall pay to the Trustee its charges for performing the duties of Trustee, Registrar, and Paying Agent for the Bonds. It is agreed by the Trustee that the User may, without causing or creating a default or Event of Default hereunder, contest in good faith (and withhold payment of the contested amount until such contest is resolved) the reasonableness of any of the foregoing charges for services. All payments due the Trustee for such charges, fees, or expenses shall be paid by the User and no such charges, fees, or expenses shall be charged against or be payable by the Issuer, except the initial fees and expenses of the Trustee which are paid as part of the costs of issuance of the Bonds.

Article 7. SUCCESSOR TRUSTEE. (a) Resignation of Trustee. The Trustee at the time acting hereunder may at any time resign and be discharged from all trusts created by this Trust Indenture by giving not less than 60 days written notice to the Issuer, the User, the Guarantor, and to any owners of Bonds as shown on the Bond Registration Books and any other list of owners of Bonds kept by the Trustee, and such resignation shall take effect upon the appointment of a successor Trustee by the owners of Bonds or by the Issuer as hereinafter provided.

- (b) Removal of Trustee. The Trustee may be discharged and removed at any time by an instrument or concurrent instruments in writing, delivered to the Trustee and to the Issuer, and signed by the owners of a majority in aggregate principal amount of the then outstanding Bonds.
- (c) <u>Appointment of Successor Trustee</u>. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of the then outstanding Bonds by an instrument or concurrent instruments in writing, signed by such owners of Bonds, or by their attorneys in fact duly authorized in writing, and delivered to the Issuer; provided, nevertheless, that in any such event the Issuer by an instrument executed by authority of a resolution of its Board of Directors and signed by the President and by the Secretary of such Board, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the owners of Bonds in the manner above provided, and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such owners of Bonds. Every such successor or temporary Trustee shall be a trust company or bank in good standing located in the State of Texas, and having a capital and surplus of not less than Fifteen Million Dollars (\$15,000,000), if there be such a trust company or bank willing, qualified, and able to accept the trust upon reasonable and customary terms. In the event that no appointment of a temporary or successor Trustee shall be made pursuant to the foregoing provisions of this Article within 60 days after the Trustee gives written notice of resignation or the Trustee is removed, any owner of Bonds or any retiring Trustee may apply to any court of competent jursidiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, prescribe or appoint a successor Trustee.

- (d) Transfer to Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor, the Issuer, the User, and the Guarantor an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties, and obligations hereunder of its predecessor; but such predecessor shall nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all of the estates, rights, powers, and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it to its successor; provided, however, that before any such delivery is required or made, all reasonable, customary, and legally accrued fees, advances, and expenses of such predecessor Trustee shall be paid in full. Should any deed, assignment, or instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such Trustee the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such deeds, assignments, and instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer.
- (e) Merger or Consolidation of Trustee. Any corporation or association into which the Trustee, or any successor to it in the trusts created by this Trust Indenture, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor to it shall be a party, shall be the successor Trustee under this Trust Indenture without the necessity of the execution or filing of any paper or any other act on the part of any of the parties hereto anything herein to the contrary notwithstanding.

Article 8. RELEASE OF INDENTURE AND SATISFACTION OF INDEBTEDNESS. If, when the Bonds shall have become due and payable in accordance with their terms or otherwise as provided in this Trust Indenture or shall have been duly called for redemption, and the whole amount of the principal, redemption premium, if any, and the interest so due and payable upon all of the Bonds, and the agreed liquidated damages, if any, with respect to the Bonds then due, shall be paid, or sufficient money shall be held by the Trustee for such purpose, and provision shall also be made for paying all other sums payable hereunder and/or under the Agreement and/or the Bond Resolution by the User, then and in that case all right, title, and interest of the Trustee in these presents and the estate and rights hereby granted shall thereupon cease, determine, and become void, and the

Trustee in such case shall release this Trust Indenture and shall execute such documents to evidence such release as may be reasonably required by the Issuer, the User, and the Guarantor, and shall turn over any surplus funds held by it to whomsoever may then be entitled pursuant to the Bond Resolution, the Agreement, or by law to receive the same; and thereupon this Trust Indenture shall terminate and be of no effect; provided, that until the Bonds are finally paid, the Trustee shall continue to act as Paying Agent and Registrar for the Bonds.

Article 9. AMENDMENTS. This Trust Indenture may be amended only as provided in the Bond Resolution; provided, however, that Additional Bonds may be issued pursuant to the Bond Resolution as provided therein, and may be secured by this Trust Indenture without the necessity of amending or supplementing this Trust Indenture.

Article 10. MISCELLANEOUS PROVISIONS. (a)
Acknowledgments and Ownership of Bonds. Any request,
direction, consent, or other instrument required by this
Trust Indenture to be signed or executed by owners of Bonds
may be in any number of concurrent writings of similar tenor
and may be signed or executed by such owners of Bonds in
person or by an agent appointed in writing. Proof of the
execution of any instrument, or of the writing appointing
such agent, and of the ownership of the Bonds, if made in
the following manner, shall be sufficient for any purpose of
this Trust Indenture and shall be conclusive in favor of the
Trustee with regard to any action taken by it under such
instrument:

- (i) the fact, date, and due authorization of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments within such jurisdiction to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.
- (ii) the fact of the owning of the Bonds by any owner thereof, the amount and numbers of such Bonds, and the date of his owning same may be proved by (A) with respect to bearer Bonds, the affidavit of the person claiming to be such owner, if such affidavit shall be deemed by the Trustee to be satisfactory, or by a certificate executed by any trust company, bank, banker, or any other depositary, wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such trust

company, bank, banker, or other depositary, the Bonds described in such certificate or in any other manner, whether or not the Bonds are deposited, as the Trustee may approve or (B) with respect to registered Bonds, the appropriate entries in the Bond Registration Books maintained by the Trustee as Registrar. The Trustee may conclusively assume that such ownership continued until written notice to the contrary is served upon the Trustee.

- (b) Trustee May Require Proof of Ownership. Nothing contained in this Article shall be construed as limiting the Trustee to the proof hereinabove specified, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient.
- Consent of Bondholders. Unless otherwise provided in the Bond Resolution, any request or consent of any owner of Bonds shall bind every future owner of the same Bond in respect of anything done by the Trustee in pursuance of such request or consent. In the event of the dissolution of the Issuer, all of the covenants, stipulations, promises, and agreements in this Trust Indenture contained by, on behalf of, or for the benefit of the Issuer, shall bind or inure to the benefit of the successor or successors of the Issuer from time to time and any officer, board, or commission to whom or to which any power or duty affecting such covenants, stipulations, promises, and agreements shall be transferred by or in accordance with law.
- (d) Survival of Valid Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, or in the event any coupons shall not be presented for payment at the due date, thereof, all liability of the Issuer and the User to the owners thereof and to the Trustee for the payment of such Bond or coupons, as the case may be, shall forthwith cease, determine, and be completely discharged whenever funds sufficient to pay such Bond or coupons shall be paid to the Trustee by the User, and such funds shall be segregated by the Trustee and held in trust, without interest, for the benefit of the owners of such Bond or coupons, as the case may be, who shall thereafter be restricted exclusively to such funds for the satisfaction of any claim of whatever nature on their part relating to such Bond or coupons.
- (e) <u>Unclaimed Funds</u>. Any money deposited with the Trustee in trust for the payment of the principal of, redemption premium, if any, agreed liquidated damages, if any, or interest on any Bond and remaining unclaimed for five years after such principal of, redemption premium, if

any, agreed liquidated damages, if any, or interest on such Bond has become due and payable shall be paid to the User; provided, however, that before the Trustee shall be required to make any such repayment, the Trustee may at the expense of the User cause to be published at least once, in a financial newspaper, journal, or publication of general circulation in The City of New York, New York, or in the State of Texas, a notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the User. After the payment of such unclaimed moneys to the User, the owner of such Bond or the owner of the relevant coupon shall thereafter look only to the User for the payment thereof, and all liability of the Trustee with respect to such money shall thereupon cease.

- (f) Rights of Parties. Except as herein otherwise expressly provided, nothing in this Trust Indenture expressed or implied is intended or shall be construed to confer upon any person, firm, or corporation other than the User, the Guarantor, the Issuer, the Trustee, and the owners of Bonds, any right, remedy, or claim, legal or equitable, under or by reason of this Trust Indenture or any covenant, condition, or stipulation contained herein.
- (g) <u>Severability</u>. In case any one or more of the provisions of this Trust Indenture or of the Bonds, or any interest coupons appertaining thereto, shall be held to be invalid or ineffective as to any person or circumstance, the remainder thereof and the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.
- (h) $\underline{\text{Law}}$. The validity, interpretation, and performance of this Trust Indenture shall be governed by the laws of the State of Texas.

Article 11. RECORDING. (a) Trustee to Record. The Issuer shall cause the Agreement and this Trust Indenture to be filed in such manner and in such places as are now required by law to establish initially the lien of this Trust Indenture, and the priority thereof. The Trustee shall (1) cause each memorandum, financing statement, or continuation statement with respect to the Agreement and this Trust Indenture to be filed, registered, and recorded and to be refiled, reregistered, and rerecorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien of this Trust Indenture and to publish notice of and to protect the rights and security of the owners of the Bonds and the rights of the Trustee under the

Agreement, the Bond Resolution, and this Trust Indenture and (2) perform or cause to be performed from time to time any other act as required by law, and execute and file or cause to be executed and filed any and all instruments of further assurance, that may be necessary for such publication and protection. The Issuer shall, when so requested by the Trustee, execute all such instruments, memoranda, or statements necessary to maintain, protect, or preserve the interests assigned to the Trustee under this Trust Indenture.

(b) Non-Encumbrance. This Trust Indenture is, and always will be kept, a direct lien and security interest upon the Installment Loan Payments, the Debt Service Fund, and the Construction Fund, and the Issuer will not create or suffer to be created any lien prior to or on a parity with the lien of this Trust Indenture or any part thereof.

Article 12. NOTICE TO TEXAS INDUSTRIAL COMMISSION. If the User fails to timely make or pay any Installment Loan Payment, or upon receiving notice that a Final Determination of Taxability has occurred, the Trustee promptly shall inform the Commission of such an occurrence, by sending written notice to the following address:

Texas Industrial Commission Attention: Executive Director 410 East Fifth Street Box 12728, Capitol Station Austin, Texas 78711

or the latest address specified by said Commission in writing.

IN WITNESS WHEREOF, the Issuer acting through its Board of Directors, has caused this Trust Indenture to be executed in multiple counterparts, each of which shall be considered an original for all purposes, in its name, and for and on its behalf, by the President of such Board and attested by the Secretary of such Board, and its corporate seal to be hereto affixed; and the Trustee, to evidence its acceptance of the trusts hereby created and vested in it, has caused this Trust Indenture to be executed in multiple counterparts, each of which shall be considered an original for all purposes, in its behalf by one of its Vice Presidents, attested by one of its Trust Officers, and its corporate seal to be hereunto affixed, all as of the date first above written.

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JOHNSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

By
President, Board of Directors
ATTEST:
•
Secretary, Board of Directors
(SEAL)
REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, TRUSTEE
Ву
Vice President
ATTEST:
Trust Officer

(SEAL)

		A	mo t	ion wa	as mad	le by (Commissioner	Lambert a	and	seconded	by	Commi	.ssi	oner	Reese	to
1	make a	part	of	these	minut	es the	e Resolution	requesti	ng i	increase	in :	fines	on	jail	senter	ıce
	for va	ndali:	sm,	in reg	gard t	o roa	d signs.									

All voted aye.

RESOLUTION

WHEREAS, Johnson County has experienced an increase in vandalism to its' property, specifically in regard to road signs and road markers;

WHEREAS, road signs and road markers have increased in cost;

WHEREAS, it requires manpower at the tax payers expense to rebuild said property and to install said property; WHEREAS, criminal fines upon conviction are an important method of curtailing said vandalism.

THEREFORE, be it RESOLVED that Johnson County request that the State Legislature increase the maximum fine and or jail sentence to \$1,000.00 (one-thousand) and or one (1) year imprisonment in jail.

PASSED by unanimous decision this the 13th day of September, 1982.

TOMMY ALTARAS County Juage

BILLY F, ROE

Commissioner, Precinct #1

A.J. LAMBERT Commissioner, Precinct #2

Lost Ruce

LOYD REESE Commissioner, Precinct #3

B.B. ALDRIDGE Commissioner, Precinct #4

	A motion was made by Commissioner Roe and seconded by Commissioner Reese to
/	make a part of these minutes the Resolution favoring an increase in funds for Farm to
	Market Roads.
	All voted aye.
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RESOLUTION

FAVOR OF INCREASED FUNDS FOR FARM TO MARKET ROADS

WHEREAS, Johnson County has experienced a significant increase in population;

WHEREAS, Johnson County has and is experiencing significant increased road traffic;

WHEREAS, Johnson County desires to improve Farm to Market Road system;

WHEREAS, a large portion of the expenses in the acquisition of Right of Ways is borne by the counties of the State of Texas;

WHEREAS, the State of Texas receives user tax monies from gasoline sales, however, the counties do not;

NOW, THEREFORE, be it RESOLVED that Johnson County requests the State Legislature to appropriate funds to each county for the purpose of Right of Way acquisition in connection with the Farm to Market Road system.

PASSED by unanimous decision, this the 13th day of September, 1982.

TOMMY ALTARAS County Judge

BILLY F. ROE

Commissioner, Precinct #1

A.J. LAMBERT

Commissioner, Precinct #2

LOYD REESE

Commissioner, Precinct #3

B.B. ALDRIDGE Commissioner, Precipct #4

	A motion was made by Commissioner Reese and seconded by Commissioner Roe to
/	order a Local Option Election for the City of Venus, on the issue contained in the order
	made a part of these minutes.
	All voted aye.
	** ** ** **

CERTIFICATE OF COUNTY CLERK PERTAINING TO PETITION FOR LOCAL OPTION ELECTION

THE STATE OF TEXAS	
COUNTY OF JOHNSON	
I, the undersigned County Clerk ofJohns	son County, Texas,
i, the undersigned country clerk of	•,
do hereby certify that I have checked the original and	
to <u>legalize</u> , Serial Number <u>2-82</u> (Legalize or Prohibit)	, issued the <u>lst</u> day of <u>November</u> ,
1982, and all filed with me on the 15th day of that a local option election be held in accordance wit	November , 19 82 , and requesting h the terms and provisions of Article 251.10
through 251.11 of Vernon's Alcoholic Beverage Code	of the State of Texas, as amended, in
City of Venus (County, Justice Precinct, Incorporated City or Town)	, Texas, (said County, Justice Precinct,
Incorporated City or Town hereinafter for convenience	
follows pertaining to said petitions:	
1. That said petitions were filed with me on the which is within 30 days after the date of issuance of sai	15th day of November , 19 82, d petitions.
voters signing said petitions no signature was counted w not the actual signature of the purported signer, (b) incorrect, (c) the Voter Registration Certificate number (d) it is a duplication, either of a name or of handwriting (e) the residence address of the signer is incorrect or is the name of the voter is not signed exactly as it appearance in the petition of the voters for the voting year in which the petition	the Voter Registration Certificate number is er is not in the actual handwriting of the signer, ingused in any other signature on the petition, not in the actual handwriting of the signer, (f) is on the official copy of the current list of
3. I further certify that the said petitions are sign	ed in accordance with the above requirements
by35% 35% of the qualified vot said Area taking the votes for Governor at the last pred basis for determining the qualified voters in said Area	eding General Election, for that office, as the
4. I further certify that said petitions were in acco	rdance with the above requirements and were
signed by 52 qualified voters at the time said	l petitions were issued of said Area.
5. X/dahbáil/at/X//////////////////////////////////	
WITNESS MY HAND this the 17th day of	November , 19 82 .
	Joe L. Townes
Count	y Clerk, <u>JOHNSON</u> County,
	State of Texas.
By:	(erocky Crine) Deputy
Strike this paragraph if not applicable.	Deputy

ORDER FOR LOCAL OPTION ELECTION (ORDEN PARA ELECTION DE OPCION LOCAL)

TO	J / T 111111	ZE - LEGALIZAR Legalize (Legalizar) or Prohibit (Prohibit	r)
STATE OF TEXAS (ESCOUNTY OF CONDADO DE	TADO DE TEJAS) JOHNSON		
		vember of 198 viembre de 198	the Commissioners' Court la Corte de los Comisionados
of the County of del Condado de following members of the siguientes miembros de la			session open to the public, with the regular abierta al público, con los
2.0.		_, County Judge, Juez del C	ondado
Billy 7, 1	loe	_, Commissioner, Precinct 1	No. 1, Comisionado, Precinto No. 1
Affinlow)	. Commissioner, Precinct N	No. 2, Comisionado, Precinto No. 2
Joseph John John John John John John John Joh	W. O	, Commissioner, Precinct N	No. 3, Comisionado, Precinto No. 3
D. B. Well	ludge	Commissioner, Precinct N	No. 4, Comisionado, Precinto No. 4
goe LT	owned	_, County Clerk, Secretario	del Condado
and the following absent y los siguientes ausentes			
constituting a quorum. constituyendo un quorum		,	
			of this Court, and it is therefore po con el Secretario de esta Corte,
Que una Elección de	Election shall be held on Opción Local se llevará he following issue: ar el siguiente asunto:	the 11th day of a cabo el 11 día de	December Diciembre,
FOR A FAVOR DE	ttml 111	£ h	5.5
AGAINST	consumption only		_
EN CONTRA DE		e cerveza y de vino p l local solamente."	ara el
			ns and by the following presiding ectorales y por los siguientes juces
Election Precinct No. Precinto Electoral No.	$Location \ Lugar$	Presiding Judge Juez Presidente	Alternate Presiding Judge Jucz Presidente alterno
City of Venus	City Hall	Vivian McAlister	Pat White
Absentee	Courthouse Cleburne	Joe L. Townes	
Absentee from Nove office on the lst	mber 29, 1982 thru floor of the Couri	u December 7, 1982 at thouse in the City of	the County Clerk's Cleburne, TX

The polls at each of the above described polling places shall be open on said election day from 7:00 a.m. to

7:00 p.m.

Los sitios de votación de cada uno de los lugares descritos arriba estarán abiertos el dicho día de elecciones desde las 7:00 a.m. a las 7:00 p.m.

County Judge, Founty of JOHNSON: Texas Juez del Conduto de JOHNSON: Tejas

APPLICATION FOR LOCAL OPTION ELECTION PETITION TO LEGALIZE

APLICACION PARA PETICION PARA ELECCION DE OPCION LOCAL PARA LEGALIZAR

To: The County Clerk of County of Al Secretario del Condado de	JOHNSON		, Texas
We, the undersigned qualified vote Nosotros, los votantes calificados	ers of abaio firmados de	JOHNSON	County, Texas:
do hereby make application for the iss por la presente hacemos aplicación pa calificados dentro	suance of a petition to be ra la distribución de una	circulated among	the qualified voters within reulará entre los votantes
	City of Venus, TX		11-141
for the signatures of those qualified verifier the purpose of determining whether forth in the issue, as stated below, as County of para conseguir las firmas de los votan convocado allí con el propósito de determining para consideración, se establemente de la consideración, se establemente de la consideración, se establemente de la consideración de la consideració	er the sale of alcoholic be shall be legalized within tes calificados en tal area rminar si la venta de beb	verages of the type the prescribed lim que descan que la idas alcohólicas del	e and alcoholic content set its of said city within the elección de opción local sea tipo y contenido expuesto
dicha ciudad dentro del Condado de		,	1
	JOHNSON		
THE ISSUE to be submitted to sa EL ASUNTO que será sometido a		nue:	
FOR (A FAVOR DE)*	"The legal sal premise consu		ne for off
AGAINST (EN CONTRA DE)	"La venta lega		*
It is the hope, purpose and inten sale of alcoholic beverages referred Es la esperanza, el propósito y el galizada la venta de bebidas alcohólica	to in the ISSUE set out intento de los solicitantes	above. cuyas firmas apar	ecen sobre esto de ver le-
Name	Resident Add	ress	Voter's Registration Certificate Number Número del Certificado
Nombre	Dirección Resid	encial	del Registro del Votante
frame Late Marry	John of Hospital	~(1) 1-10
- Minaulin	-56A W		-011980
1 (A) C. 131149212	15 76 8 17 17 5 F		
The whale the farmer	2 1 H 27.		030024
Law rusing carnes	- Oaso.		030025
Jan	1414 2, 137		030474
Turk (<u>1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 </u>			
- (Conno Drumes Lulloway	3rd+ main		031129
Section 251.14 (b)-(f) T.A.B.C. Local option elections; sul *(b) In areas where any type or classification of a more of the prohibited types of classifications, the ballot cualquier tipo de classificación de bebidas alcohólicas sea clasificaciones prohibidas, la boleta será preparada para (1) "The legal sale of beer for off-premise cor (2) "The legal sale of beer." (La venta legal de (3) "The legal sale of beer and wine for off-pre ments.)	leoholic beverages is prohibited and the shall be prepared to permit voting prohibida y el asunto sometido perte permitir el voto pro o contra uno de issumption only." (La venta legal de cerveza.)	for or against one of the nece a la legalización de la los siguientes asuntos:) cerveza para el consumo fue	e following issues: (En areas donde a venta de uno o más de los tipos o ra del local solamente.)
(4) "The legal sale of beer and wine." (La ver (5) "The legal sale of all alcoholic beverages to del local solumente.) (6) "The legal sale of all alcoholic beverages ex (7) "The legal sale of all alcoholic beverages in (8) "The legal sale of mixed beverages." (La ver against one of the following issues in any prohibitory elegalizada, la boleta será preparada para permitir votar (1) "The legal sale of beer for off-premise con (2) "The legal sale of beer." (La venta legal de (3) "The legal sale of beer and wine for off-previscamente.)	r off-premise consumption only." (La cept mixed beverages." (La venta le cluding mixed beverages." (La venta le anta legal de bebidas revueltas.) es including mixed beverages has bee ection: (En arcas donde la venta de en favor o en contra de uno de los sigusumption only." (La venta legal de acerveza.)	gal de todas bebidas alcohó legal de todas bebidas alco n legalized, the ballot shall todas bebidas alcohólicas uientes asuntos en cualquier erveza para el consumo fuer	licas excepto bebidas revueltas.) hólicas incluyendo bebidas revueltas.) be prepared to permit voting for or incluyendo bebidas revueltas ha sido elección prohibitoria:) a del local solamente.)
 (4) The legal sale of beer and wine." (La ven (5) "The legal sale of all alcoholic beverages for fuera del local solamente.) 	or off-premise consumption only." (aal de todae bebidae alcobs	liage arcento habidas renveltas l
(6) The legal sale of all alcoholic beverages in (7) "The legal sale of mixed beverages." (La we legal sale of mixed beverages." (La we against one of the following issues in any prohibitory legalizada, la bolcta sera preparada para permitir el voto (1) "The legal sale of beer for off-premise con (2) "The local sale of beer," (La venta legal de control de legal sale of beer and wine for off-premise control de legal sale of beer and wine for off-pr	enta legal de bebidas revueltas.) cs except mixed beverages has been elections: (En areas donde la vent a favor o en contra de uno de los e sumption only." (La venta legal de c serveza.)	legalized, the ballot shall t a de todas bebidas alcohólic suntos siguientes en cualqu erveza para el consumo fuer	se prepared to permit voting for or as excepto bebidas revueltas ha sido vier elección prohibitoria:) a del local solamente.)
solamented (4) "The legal sale of beer and wine." (La ven (5) "The legal sale of all alcoholic beverages for facera del local solamente.)	or off-premise consumption only." (
(6) "The legal sale of all alcoholic beverages ex (e) In areas where the sale of beverages containing are prohibited, the ballot shall be prepared to permit votide bebidas conteniendo alcohol no en exceso del 14 por eserá preparada para permitir el vota a favor o en contra (1) "The legal sale of beer for off-premise con (2) "The legal sale of beer." (La venta legal de c (3) "The legal sale of beer and wine for off-premise con the contract of	alcohol not in excess of 14 percent king for or against one of the following the notation of the side legalizada, de uno de los asuntos siguientes en sumption only." (La venta legal de cerveza.)	y volume has been legalized ig issues in any prohibitor, y las de contenido alcoholic cualquier elección prohibitor erneza para el consumo fuer	, and those of higher alcohol content of election: (En areas donds la venta o más alto están prohibidas, la boleta ia:) a del local solamente.)
solamente.) (4) "The legal sale of beer and wine." (La ven	ta legal de cerveza y de vino.)		,
(f) In areas where the sale of beer containing alcol prohibited, the ballot shall be prepared to permit voting is cerveza conteniendo alcohol que no exceda el cuatro por preparada para permitir el voto a favor o en contra de a (1) "The legal sale of beer for off-premise con (2) "The legal sale of beer." (La venta legal de c	nol not exceeding four percent by wo for or against one of the following is ciento por peso ha sido legalizada, quano de los siguientes asuntos en cuald sumption only." (La venta legal de c	sues in any prohibitory ele 1 toda otra bebida alcohóli 1 uier elección prohibitoria:)	ection: (En areas donde la venta de ca ha sido prohibida, la boleta será
*Insert issue exactly as it appears on Application for Lo	cal Option Election Petition to Legal	ze.	

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

To the Commissioners' Court of A los Comisionados de la Corte de	JOHNSON	County, Texas:
We, the undersigned voters of Nosotros, los votantes calificados a	bajo firmados de	
	CITY of VENUS, TX.	
(County, Justice Precinct, Incorporated City or Town)	(Condado, Precinto de Justicia, Ciudad	
as Area) hereby respectfully request the provisions of the Texas Alcoholic Bevtion 251.512, as amended, in the above fied voters of said Area the determinate	,	cordance with the terms and 251.14 (b)-(f) through Seconitting to the legally quali-
cia como Area) por la presente respetu acuerdo con los términos y disposiciones ticular, Sección 251.14 (b)-(f) por la	cia o Pueblo o Ciudad Incorporada a cua cosamente pedimos que una elección de s del Acto Para el Código de Bebidas Al sección 251.512 del Código Penal Anotad nada, con el propósito de someter a los vo emisión siguiente, a saber:*	opción local se convoque de cohólicas de Texas, y en par- lo del Estado de Texas, como
FOR (A FAVOR DE)	"The legal sale of beer an premise consumption only.	
AGAINST (EN CONTRA DE)	"La venta legal de cerveza el consumo fuera del loca	
sale of alcoholic beverages referred to i	itento de los solicitantes cuyas firmas d	iparecen en esta de ver la
DATED this thels: FECHADA este el	day ofNodia	ovember , 19 82 de
Name Nombre	Resident Address Dirección Residencial	Voter's Registration Certificate Number Número del Certificado del Registro del Votante
. Gollary What School	3rd min	021792 V
<u>*************************************</u>		
· Charling hier	13 11/65/16	1723 3726
. Hatton James H.	Socust + 8 st.	013276 "
Havis Therman a	Walnut & 8st	(12/273"
Dihart Allon RAY	Main 9 7th Apt 4/	040086
Martin I. W.	5th St.	0109860
Dwiger W.E.	OAK St	003507 -
· Balling land of the contract	3. 3. 2. 2. 2. 2	
Hollowan Donn France	3rds main	031129 -
· During Markey	1488 - 20 . a	012312
· Cuevas Santos (s.	Oak St.	046246
· Lance Dhand Lice		
Serial Number 2-82		
Date of Issuance Nov. 1, 1982 Place Seal of County Clerk here:	- 251	

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ato'clockM.	led for Record in Cou	, 19	Date of Issue, 19, 19, 19, 19, 19, 19, 19	Serial No	PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE THE SALE OF ALCOHOLIC BEVERAGES
The file Will	1 <u>H</u> /21	ythand y	Main.		129943 V
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"Insert issue exactly as it appears on Application for Local Option Election Petition to Legalise.

Place Seal of County Clerk here:

Article 251.10 of the Texas Alcoholic Beverage Code requires that no signature shall be counted where there is reason to believe it is not the actual signature of the purported signer or that it is a duplicate either of name or of handwriting used in any other signature on the petition and no signature shall be counted unless the resident address of the signer is shown 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 year which the petition is issued.

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE

PETICION PARA ELECCION DE OPCION LOCAL PARA LEGALIZAR

To the Commissioners' Court of A los Comisionados de la Corte de	JOHNSON	County, Texas:
We, the undersigned voters of Nosotros, los votantes calificados a	bajo firmados de	
	CITY of VENUS, TX.	
County, Justice Precinct, Incorporated City or Town) Texas, (said County, Justice Precinct,	(Condado, Precinto de Justicia,	
as Area) hereby respectfully request the provisions of the Texas Alcoholic Bertion 251.512, as amended, in the above fied voters of said Area the determinate	at a local option election be called in verage Code and in particular, Sect mentioned Area for the purpose of	n accordance with the terms and tion 251.14 (b)-(f) through Sec-
Texas, (dicho condado, Recinto de Justi cia como Area) por la presente respetu acuerdo con los términos y disposicione cicular, Sección 251.14 (b)-(f) por la está enmendado, en el Area antemencion le dicha Area la determinación de la	iosamente pedimos que una elección s del Acto Para el Código de Bebida sección 251.512 del Código Penal An nada, con el propósito de someter a la	de opción local se convoque de s Alcohólicas de Texas, y en par- totado del Estado de Texas, como
FOR (A FAVOR DE)	"The legal sale of beer premise consumption on	
AGAINST (EN CONTRA DE)	"La venta legal de cerv el consumo fuera del l	eza y de vino para ocal solamente."
egalización de la venta de bebidas alcolo DATED this the	hólicas a cuales se refiere en la emis stday of día	November , 19 82 de
Name Nombre	Resident Address Dirección Residencial	Voter's Registration Certificate Number Número del Certificado del Registro del Votante
		23.971 V
	a superior of the	$\frac{C \cdot S \cdot I \cdot I \cdot I}{C \cdot S \cdot I \cdot I \cdot I \cdot I} V$
The house of the		
A. 1 1 11/2		<u> </u>
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4) 00 m. D. H.	P D.J.	0)5363 4
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orial Number 2-82 ote of Issuance Nov. 1, 1982		
ate of Issuance NOV. 1, 1982 lace Seal of County Clerk here:		

50. Confam Jacks 50. Confam Jacks 51 England Jacks 52 Madrio Le 53. Medina 54. Medina 55. Janes 56. Danager	a Flatte no Gonn yee Mrs Jack T Idelania V Prod	App #1, minst Main St Main St Jocust St Lo cust St Sandres to cust St Offor Walnut St. Page Tupen Oak St.	042160 048849 005150 030059 042709 042703 042482
	on	Date of Issue Date of Issue 19 Must be presented by FILED FOR RECORD AT. NOV 15 1982 COUNTY CLERK, JOHNSON COUNTY BY	PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE THE SALE OF ALCOHOLIC BEVERAGES .
Fast mist	ams Dim	s Main St.	D46389 ~
Serial Number 2-82 Date of Issuance Nov 1.	1982	354	

Article 251.10 of the Texas Alcoholic Beverage Code requires that no signature shall be counted where there is reason to believe it is not the actual signature of the purported signer or that it is a duplicate either of name or of handwriting used in any other signature on the petition and no signature shall be counted unless the resident address of the signer is shown 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 year which the petition is issued.

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

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to accept the bid from Otho Smith in the amount of \$200.00 for repair to the office of Justice of the Peace Vernon Asher.

All voted aye.

INVOICE

No. 08872

PAINT CONTRACTOR
OTHO & SMITH
645-0274 OR
802 N. BUFFALO CLEBURNE TEXAS

			Ĺ_			managara	
MS.	CUSTOMERS ORDER NO.	STORE NO.	DAD 1440	WEIGHT	SHOPPE	O VIA	
QUANTITY	SHIPPED	DESCRIPTIC)N		LINALI PRICE	INUOWA	1-37.
Cart ins	Elustes Citting a	Infritte	1 marcon	2 1	٠.٠.		

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to change the location of the Electrostatic Memograph Equipment from the County Clerk's Office to the County Agents Office.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to / authorize the County Auditor to advertise for bids on a used diesel truck for Precinct No.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to accept the low bid of \$11,000.00 to \$13,000.00 from Lockhart and Company, Fort Worth, Texas, on their proposal to conduct an audit for Johnson County.

£11 voted aye.

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

All voted aye.

OUNTI CHERK

COUNTY JUDGE

...0000000...

AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE DECEMBER 1, 1982 - 9:00 A.M.

I. COMMITTEE REPORTS

- 1. Committee to report concerning Burleson Sub-Courthouse 9:00 9:30
 - A. Judge Elect J.L. Phinney
 - B. Commissioner A.J. Lambert
 - C. Tax-Collector Ed Carroll
 - D. Commissioner Loyd Reese
 - E. County Clerk Joe L. Townes
- 2. Committee concerning Election Improvement 9:30-9:45
 - A. Chairman- Joe L. Townes (all members willing to serve)
- II. COURTHOUSE REPAIRS 9:35 9:45
 - 1. Judge Asher's Office Basement
 - 2. Roof Repair Bids
 - A. Auditor Bob Wylie
- III. CONSTRUCTION PROJECTS 10:00 10:30
 - 1. Jail Update
 - A. R.A. Reis & Associates 10:00 10:15
 - 2. Rock Creek Bridge
 - A. David B. Anderson land aquisition
 - B. Complete purchases (executive session)
 - √3. Quill Miller Bridges (Twin Bridges)
 - A. Elvis Shockley Texas Dept. of Highways
 - 4. Resolution Accepting Texas Dept. of Highways Abandoned Land
 - A. Consideration of Public Park for Youth
- IV. ADMINISTRATIVE 10:30 10:45
 - 1. Open Bids for Outside Audit
 - 2. Sheriff Huffman Request for Shotguns
 - 3. Notice for Application of Waste Discharge Permit
 - 4. Consideration of Request for Disannexation between Arlington & Mansfield School Districts
 - 5. Consideration of Purchasing Agent....Robert Wylie
 - 6. Mental Health Agreement

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- V. READING OF APPROVAL OF MINUTES

 - Regular Meeting, November 8, 1982
 Called Meeting, Friday, November 12, 1982
 Called Meeting, Thursday, November 18, 1982
- VI. PAYMENT OF BILLS

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

JOHNSON COUNTY COURTHOUSE CLEBURNE, TEXAS 76031

SUPPLEMENTAL AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE DECEMBER 1, 1982- 9:00 A.M.

VII. CONSIDERATIONS

- 1. Of shelters during emergencies
- 2. Public Availability on Revenue Sharing
- 3. Evidence of \$150,000.00 letter of credit
- 4. Lawsuit Wayne Bridewell
 5. Presentation of Certificates of Election's
 6. Amine Varga....Disaster Plan
- 7. Award Hospitalization Bid x
- 8. Consider Pam Shetter's salary
- 9. Plat Approval.....Geneva Tate....Carrell Price Estate VIII. ADMINISTRATIVE
 - 1. Compliance of Justice of the Peace Training

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

County Juage

POSTED: NOVEMBER 29, 1982

9:00 A.M.

JOHNSON COUNTY COURTHOUSE

360

STATE OF TEXAS

.

DECEMBER 1, 1982

COUNTY OF JOHNSON

BE IT REMEMBERED AT A REGULAR MEETING OF THE COMMISSIONERS' COURT IN AND FOR

JOHNSON COUNTY, TEXAS, on the above mentioned date at the Courthouse in Cleburne, Johnson

County, Texas, with the following members present: Billy F. Roe, Commissioner of Precinct

No. 1, A. J. Lambert, Commissioner of Precinct No. 2; Loyd H. Reese, Commissioner of Precinct No.

3, B. B. Aldridge, Commissioner of Precinct No. 4; Tommy Altaras, County Judge and Joe L.

Townes, County Clerk.

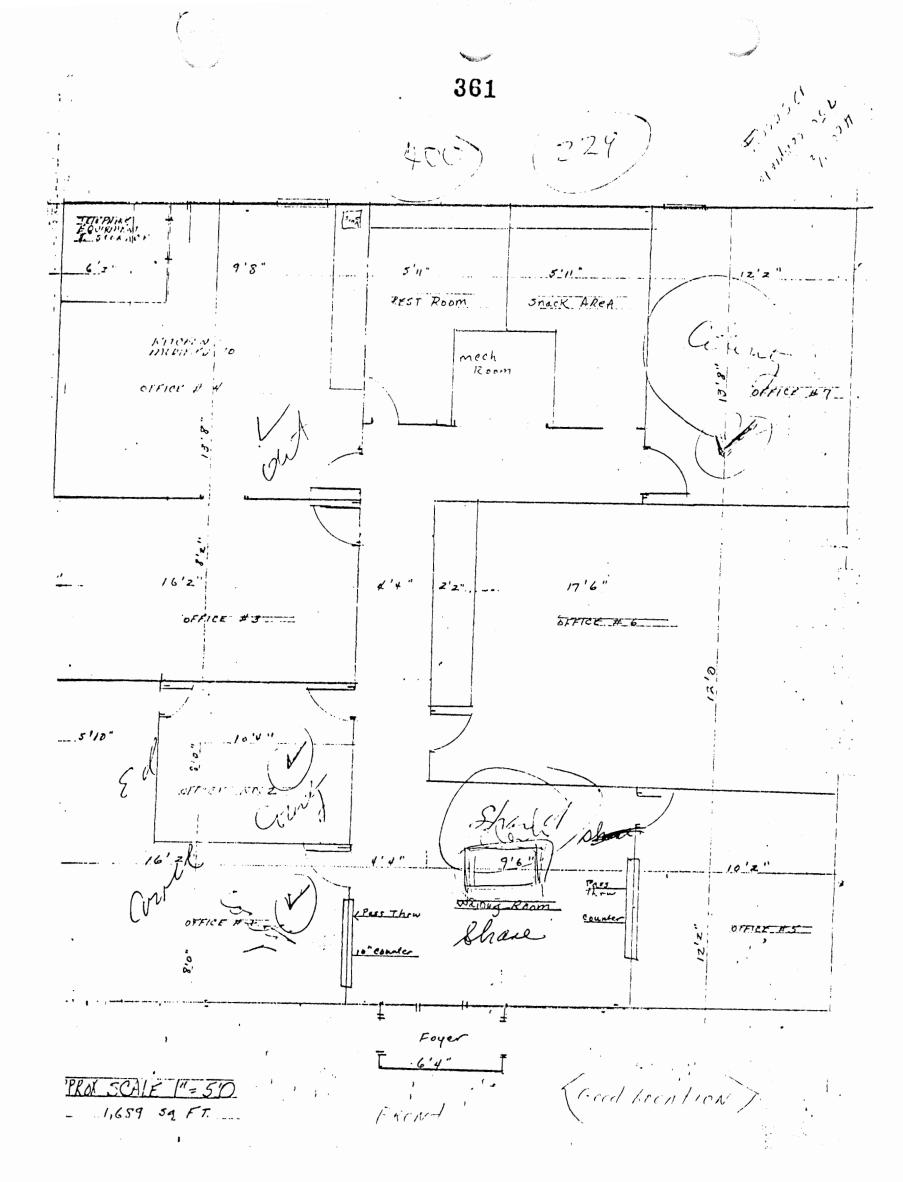
An estimate of the cost to repair windows in the community room and Judge \bigvee Post's office will be presented at the next regular meeting of the Commissioners' Court.

Completed architectural plans of the jail annex were reviewed by the court,

and for further study on a possible change of the entrance surveilance area before being presented to the Jail Standards Commission.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to lease 1/2 of the Couch building located at 229 West Ellison, Burleson, for a subcourthouse for \$400.00 per month, plus 1/2 of the utility costs. The lease to run for one (1) year with an option to renew - effective date January 1, 1983.

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All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to authorize Ed Carroll, Tax-Collector, to make necessary phone changes from the present Burleson Sub-Courthouse to the new Sub-Courthouse.

All voted aye.

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Court recessed at 10:30 A. M. - Reconvened at 10:37 A. M. with all members of the court present.

Court met in Executive Session at 10:38 A. M., reconveyed in open court at 11:00 $\dot{\nu}$ A. M. with all members of the court present.

Results of the Executive Session: Motion was made by Comm. Aldridge and seconded by Commissioner Reese:

"to authorize the Commissioners' Court to hire experts needed on assignment as

 \checkmark defense in a law suit in which the County is secondary defendant." All voted aye.

A motion was made by Commissioner Aldridge and seconded Commissioner Roe to accept the low bid of Kel-Tex Roofing Company, 1005 Heather, Euless, Texas, in the amount of \$23,415.00 to re-roof the entire courthouse and bell tower.

All voted aye.----

KEL-TEX FIDENING COMPANY 1005 Heather EULESS, TEXAS 76039

JOB ESTIMATE

Metro 267-4857	PHONE DATE
TO POBLIT WILLE	JOB NAME/LOCATION
Pm 102 Cover House	Jahloson County
CLEBURNE TEXAS TROSI	COURT HOUSE
JOB DESCRIPTION: (ENTIRE ROOF + BELL TOLE)	
KEMIONE EXISTING ROOF - DOWN	
INSTALL 4xe INSULATION BEAR 3 - 1	Miller The war to the form the total
NAILS AND CAPS -	
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MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN	ATED / C. Z.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to postpone until next meeting the request for detachment of property from Mansfield Independent School District to Arlington Independent School District.

All voted aye.

A motion was made by Commissioner Reese and seconded by Commissioner Lambert to \(\sqrt{}\) hire an attorney to start acquiring land parcels on the proposed FM 3048 - parcels to be in the name of the State of Texas.

All voted aye.

Elvis Shockley advised the court to obtain right-of-way parcels for the Quill Miller (Twin Bridges) project - the parcels to be in the name of the County - For the Commissioners to be prepared to designate new FM road proposals at the annual meeting of the State Department of Highways.

Break for lunch - 12:10 P. M.

Reconvened in open court at 1:15 P. M. with all members present.

Mental Health Agreement to be made a part of these minutes.

THE STATE OF TEXAS
COUNTY OF JOHNSON

AGREEMENT

Pursuant to authority contained in Section 2.13 and 2.17,
Article 5547-202, Vernon's Texas Civil Statutes, as amended, the AUSTIN
STATE HOSPITAL of the Texas Department of Mental Health and Mental
Retardation, hereinafter called "HOSPITAL", acting by and through its
Superintendent, and Johnson County, Texas, hereinafter called "JOHNSON
COUNTY" acting by and through its Commissioners' Court, jointly agree
to provide mental health services to no fewer than one hundred eightyfive (185) residents of Johnson County, Texas, in conformity with the
following terms and conditions, to wit:

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''JOHNSON COUNTY'' does hereby agree to make available to
''HOSPITAL'' the following described property located in Cleburne, Johnson
County, Texas, to wit:

Suitable offices at 134 Ridgeway. To be used as a mental health services outreach center by "HOSPITAL" from and after September 1, 1982, to and including August 31, 1983.

11

"JOHNSON COUNTY" agrees to provide utilities, including electricity, gas, water, and telephone service. "JOHNSON COUNTY" agrees to provide necessary office furniture and equipment for such building as requested by the "HOSPITAL". "JOHNSON COUNTY" further agrees to provide maintenance and upkeep of the building, all furniture and equipment therein and to adequately insure all of such facilities for "JOHNSON COUNTY'S" benefit.

 $\Pi\Pi$

"JOHNSON COUNTY" agrees to contribute an amount not less than ten (10) percent of the program cost. Said contribution may include, but is not limited to, the following:

A. Office, utilities, and telephone service valued at per annum.

365

III (cont.)

- B. Cash reimbursements to "HOSPITAL" for costs of services provided to indigent patients, an amount not to exceed _____ per annum.
- C. Fees for services collected by "HOSPITAL" from patients and/or third party payor, an amount not less than \$10,000 per annum.

١V

"HOSPITAL" agrees to provide no less than existing levels of services. The services to be performed may include, but are not limited to, the following:

- A. Intake/Screening
- B. Diagnosis/Evaluation
- C. Individual Therapy
- D. Group Therapy
- E. Family Therapy
- F. Family Collateral Counseling
- G. Medication
- H. Social Rehabilitation Counseling
- Case Conference/Consultation
- J. Home Visits
- K. Transportation
- L. State Hospital Admission Screening
- M. Transportation
- N. Follow-up Services

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"HOSPITAL" agrees to employ a full-time director, a full-time clerk, and a consulting physician at the aforesaid facility.

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"HOSPITAL" covenants and agrees to make no alterations, improvements or additions to said premises nor to sublet or assign the whole or part thereof, without first obtaining "JOHNSON COUNTY'S" written consent.

VII

The maximum amount ot state appropriated funds to be expended under this AGREEMENT is \$50,000.

VIII

This AGREEMENT may be terminated by either party upon the giving of thirty (30) days written notice.

WITNESS OUR HANDS day of	, 1982
JOHNSON COUNTY	AUSTIN STATE HOSPITAL
Pille 2 de	
Billy Row, Precinct 1 COMMISSIONER	Luis H. Laosa, M.D. SUPERINTENDENT

A. J. Lambert, Precinct 2 COMMISSIONER

Loyd Reese, Precinct 3 COMMISSIONER

B. B. Aldridge, Precinct COMMISSIONER

Tommy Altaras

The AUSTIN STATE HOSPITAL is operated in compliance with Title VI, Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

APPROVED:

H. K. Dudley, Jr. ACTING DEPUTY COMMISSIONER FOR MENTAL HEALTH SERVICES

A motion was made by Commissioner Reese and seconded by Commissioner Lambert that lætter of credit John D. Byram, in regard to Metroplex Homesteads, in the amount of \$150,000.00, be made a part of these records - Homestead Sub-division Phases I & II. All voted aye.

	Texas Commerce Bank
Austin	

700 LAVACA, AUSTIN, TEXAS 78789 PHONE: (512) 476-6611 MEMBER FDIC

DOMESTIC

DOCUMENTARY CREDIT - IRREVOCABLE	CREDIT NO OF ISSUING BANK CREDIT NO OF ADVISING BANK
ADVISING BANK	0511 APPLICANT
	John D. Byram 150 East Riverside Dr # 500 Austin, Texas 78704
Johnson County, Texas P. O. Box 614	One Hundred Fifty Thousand and no/100 (150,000.00)
Cleburne, Texas 76031	DATE 11-12-84, 2:00PMYPIRY IN Austin, Texas FOR NEGOTIATION

DEAR SIR(S):

THE

9

SUBJECT

₹.

CREDIT

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STATED, THIS IRREVOCABLE LETTER ENACTED IN THE STATE OF TEXAS.

EXCEPT AS OTHERWISE UNIFORM COMMERCIAL

WE HEREBY ISSUE IN YOUR FAVOR THIS DOCUMENTARY CREDIT WHICH IS AVAILABLE BY NEGOTIATION OF YOUR DRAFT AT

DRAWNON Texas Commerce Bank-Austin 0511 BEARING THE CLAUSE: "DRAWN UNDER DOCUMENTARY CREDIT NO. OF TEXAS COMMERCE BANK-AUSTIN" ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. Original letter of credit

2. Letter signed by County Judge of Johnson County certifying that work is not in compliance with specifications set forth in plat filed by Metroplex Homesteads, INc.

PROPORTING TO COVER Completion of roads in accordance with specifications set forth in plat filed by Metroplex Homesteads, Inc. in Johnson County Plat Records.

DISPATCH/SHIPMENT FROM

PARTIAL SHIPMENTS
PROHIBITED PROHIBITED

TRANSHIPMENTS
PROHIBITED
PERMITTED

SPECIAL CONDITIONS

WE HEREBY ENGAGE WITH DRAWERS AND/OR BONA FIDE HOLDERS THAT DRAFTS DRAWN AND NEGOTIATED IN CONFORMITY WITH THE TERMS OF THIS CREDIT WILL BE DULY HONOHED ON PRESENTATION AND THAT DRAFTS ACCEPTED WITHIN THE TERMS OF THIS CREDIT WILL BE DULY HONORED AT MATURITY THE AMOUNT OF EACH DRAFT MUST BE ENDORSED ON THE REVERSE OF THIS CREDIT BY THE NEGOTIATING BANK

DATE November 12,1982

ADVISING BANK'S NOTIFICATION

INSTRUCTIONS OF THE ADVISING BANK THIS IS AN IRREVOCABLE LETTER OF CREDIT OF THE ABOVE MEN-TIONED ISSUING BANK AND IS TRANSMITTED TO YOU WITHOUT ANY RESPONSIBILITY OR ENGAGEMENT ON OUR PART.

PLACE, NAME AND DATE OF ADVISING BANK

TEXAS COMMERCE BANK-AUSTIN Asst. Cashier Resolution to accept 8.937 acres of land referred to as "Old Roadside Park", to be made a part of these minutes.

RESOLUTION TO ACCEPT STATE OF TEXAS LAND BY JOHNSON COUNTY

WHEREAS, The State of Texas, has heretofore acquired certain real property located in Johnson County;

WHEREAS, Johnson County has agreed to receive said real property; WHEREAS, said property is commonly referred to as "old roadside park" and is 8.937 acres, more or less, located on Texas State Highway 174, north of Cleburne;

WHEREAS, said motion was made by Commissioner Billy F. Roe and; WHEREAS, said motion was seconded by Commissioner B.B. Aldridge and; NOW, THEREFORE, all Commissioners voted age and said Resolution was accepted unanimously on this the 8th day of November, 1982.

TOMMY ALTARAS

County Judge

BILLY F. ROE

COMMISSIONER, PRECINCT #1

A.J. LAMBERT

COMMISSIONER, PRECINCT #2

LOYD 'REESE

COMMISSIONER, PRECINCT #3

B.B. ALDRIDGE

COMMISSIONER, PRECINCT #4

The letter "accounting from Volunteer Fire Departments" be made a part of these minutes.

CONNIE K. ALLEN COURT REPORTER

GAYLA HENSLEE COMMISSIONERS' COURT AND CIVIL CASE SETTINGS



THIRD FLOOR
JOHNSON COUNTY COURTHOUSE
CLEBURNE, TEXAS 76031

ALL ÖFFICES 817-645-7151

November 15, 1982

CARLA WILLIAMS
COURT COORDINATOR
FOR CRIMINAL MISDEMEANOR
CASE SETTINGS

DELETA SMITH PROBATE CLERK

Mr. Bob Craft Chairman of Johnson County Rural Fire Commission 1215 Hicks Road Cleburne, Texas 76031

RE: Accounting from Volunteer Fire Department

Dear Bob,

The Johnson County COmmissioners' Court has asked my office to send you as chairman of the Johnson County Fire Commission a polite request.

The Commissioners' Court would like to have an account of expenditures of \underline{each} volunteer fire fighting unit which receive money from \underline{your} commission.

As you may know, Commissioner Billy Roe has just been elected for the unexpired term of past deceased Commissioner Bill Atwood and Commissioner David Russell, of Precinct # 2 will take office on January 2, 1983. One half of our Court will be new on the job and therefore, that is why the request is made.

Thank you for the work that you and your board performs for the benefit of Johnson County

Very

TOMMY ALTARAS County Judge

truly yours

TA/gch

cc: All Commissioners

Notice of Application for Waste Discharge Permit, City of Cleburge, be made a part of these minutes.

TUXAS DEPARTMENT OF WATER RESOURCES

1700 N. Congress Avenue Austin, Texas

JEXAS WATER DEATHOPMENT BOARD

Lee A. Berscherl, Jo., Chairman
Goory W. McCleskey, Vice Chairman
Glesch Prancy
W. O. Bankston
Lonnic A. "Bo" Pilgrim
Lonnic Welch



TEXAS WATER COMMISSION Lee B. M. Biggart, Chairman Felix McDonald John D. Stover

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NOTICE OF APPLICATION FOR WASTE DISCHARGE PERMIT AMENDMENT

CITY OF CLEBURNE, P.O. Box 657, Cleburne, Texas 76031 has applied to the Texas Department of Water Resources for an amendment to Permit No. 10006-01 to authorize the modification of the existing facility and to construct new treatment units, and to increase the discharge of treated wastewater effluent from a volume not to exceed an average flow of 4,250,000 gallons per day to 6,000,000 gallons per day in anticipation of increased population growth.

The plant site is located approximately 1 mile south of the City of Cleburne and $\frac{1}{4}$ mile west of State Highway 174 via FM Road 1434 and Park Boulevard (County Road 1113) in Johnson County, Texas The effluent is discharged into Buffalo Creek adjacent to the plant site; thence to Nolands River in Segment No. 1227 of the Brazos River Basin.

LEGAL AUTHORITY: Section 26.028 of the Texas Water Code, as amended, and Chapter 25 of the Rules of the Texas Department of Water Resources.

No public hearing will be held on this application unless an affected person who has received notice of the application has requested a public hearing. Any such request for a public hearing shall be in writing and contain (1) the name, mailing address, and phone number of the person making the request; and (2) a brief description of how the requester, or persons represented by the requester, would be adversely affected by the granting of the application. If the Commission determines that the request sets out an issue which is relevant to the waste discharge permit decision, or that a public hearing would serve the public interest, the Commission shall conduct a public hearing, after the issuance of proper and timely notice of the hearing. If no sufficient request for hearing is received within 30 days of the date of publication of the notice concerning the application, the permit will be submitted to the Commission for final decision on the application.

Requests for a public hearing and/or requests for further information concerning any aspect of the application should be submitted in writing to Larry R. Soward, Assistant Chief Hearings Examiner, Texas Water Commission, P. O. Box 13087, Capitol Station, Austin, Texas 78711, Telephone (512) 475-2678

Issued this 29th day of October, 1982.

(Seal)

Mary Ann Hefner, Chief Clark

Texas Water Commission

Commissioners were asked to study proposals, submitted by the Board of Directors Johnson County Memorial Hospital.

A motion was made by Commissioner Roe and seconded by Commissioner Reese to accept the bid of the Hartford Insurance Company Plan II Group Hospitalization for Johnson County Employees.

All voted aye.

No action was taken by the court on a request from the Department of Emergency

Prepardness for a Johnson County Disaster plan in case of a Nuclear Accident at the Glen
Rose Power Plant.

A motion was made by Commissioner Reese and seconded by Commissioner Roe to $\sqrt{}$ approve the Final Plat of the Carrell Price Estate Subdivision (Price's Court), Prect. #3.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Reese to authorize the purchase of three (3) shot guns for the Sheriff's Department, at a cost of \$435.00.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Aldridge to have the electrical repairs at the jail, as requested by the Sheriff, to be done at the time the jail annex is constructed.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Reese to approve the changes in the sub-division specifications, regarding roads, as presented by H. B. Brown, County Engineer, and that copies be made to be distributed in the County Clerk's Office.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to increase the fee for installing culverts from \$50.00 to \$100.00, effective January 1, 1983.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese 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 have the electricity cut off at the Market Square.

Commissioner Lambert, Reese & Aldridge

AGAINST: Commissioner Roe

The court authorized the County Auditor to advertise for computer prices, for use by the Auditor and the County Clerk.

A motion was made by Commissioner Aldridge and seconded by Commissioner Ros to approve the minutes of the previous meetings.

All voted aye.

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

All voted aye.

County Clark

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE DECEMBER 13, 1982 - 9:00 A.M.

- 9:00-9:20 I. CONSIDERATION OF JAIL ANNEX FINAL PLANS (Surveillance Room location).
- II. CONSIDERATION OF REQUEST OF DISANNEXATION 9:20-9:35 Between Mansfield Independent School District and Arlington School District
- III. CONSIDERATION AND GENERAL DISCUSSION 9:35-9:50
 - 1) Johnson County Memorial Hospital
 - 2) Policy concerning time limit on bids (Statutory 2 week period)
 - 3) Policy concerning performance bonds of subcontractors....setting dollar amount
- REPAIRS TO COURTHOUSE BASEMENT IV. 9:50-10:00
 - 1) Window Frames in Justice of the Peace Office, Joe Y. Post 🗸 N.A
 - 2) Window Frames in Community Room N.A
 - Outside Repairs ✓
- ٧. CONSTRUCTION PROJECTS 10:00-10:05
 - 1) Rock Creek Parcel Aquisition
 2) Youth Park V NA water burget

 - 3) County Road #704 (F.M. 3048) MA
- LEGISLATIVE PACKET
 - 1) Increase of fines imposed against trash dumping
 - 2) Fee imposed on payers of child support through the District Clerk Office 🗸
- 3) Additional Counseling Assistance for Mental Health Department
- VII. RELOCATION OF CHILD ABUSE OFFICE 10:15-10:30
- VIII. PLAT CONSIDERATION
 - l) Bill Reese ✓ 2) Fielderdale Farms-Private Roads
 - Mt. Creek Estates ✓
- 11:00-11:15 IX. CANVAS ELECTIONS
 - 1) Venus Local Option N.A.
 - 2) Bingo, Justice of the Peace Precinct #1 \swarrow
- Х. ROAD DEDICATIONS
 - 1) Mr. Dale Brown N.A.

11:15-11:30

10:45-11:00

11:30-11:45 CONSIDERATION OF REPAIR

1) Window Units of the Southeast corner of Courthouse

XII. SHERIFF HUFFMAN

1) Deputation Approval NA

11:45-12:00

XIII. CIVID DEFINEE ATA

Executive Session

1:00

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

TOMMY ALTARAS County Judge

POSTED: December 9, 1982

9:00 A.M.

S COUP S SEE

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STATE OF TEXAS

:

DECEMBER 13, 1982

COUNTY OF JOHNSON

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

A motion was made by Commissioner Aldridge and seconded by Commissioner Reese to adopt the order approving the de-annexation of properties from the Mansfield Independent School District, and the annexation to the Arlington Independent School District, and made a part of these minutes.

FOR

AGAINST

Billy F. Roe Lloyd H. Reese &. B. Aldridge A. J. Lambert

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MOTION

I hereby move that the Commissioners Court of Johnson County, Texas, approve and adopt the following order.

ORDER

WHEREAS, a majority of the qualified voters residing in the tract described below have petitioned Commissioners

Court of Johnson: County, Texas, to detach such below-described tract from the Mansfield Independent School District and annex it to the Arlington Independent School District; and,

WHEREAS, the Arlington Independent School District, by a majority vote of the Board of Trustees, has approved a petition presented by said qualified voters residing in said tract to annex subject tract to the Arlington Independent School District; and,

WHEREAS, the detachment of such tract from the Mansfield
Independent School District and the annexation to the Arlington
Independent School District will not violate Section 19.261
or any other section of the Texas Education Code; and

WHEREAS, both the Arlington Independent School District and the Mansfield Independent School District have seven (7) member school boards > and

WHEREAS, the total assessed valuation of the Mansfield Independent School District is \$181,800,000.00 and the total appraised value of the real property sought to be disannexed from said Mansfield Independent School District and annexed to the Arlington Independent School District is \$1,228,370.00; and,

WHEREAS, the real property which is the subject matter of the petition presented and of this motion is described as follows:

Being a tract of land in Tarrant County, Texas and described:

BEGINNING at a point where the Southeast corner of the A. M. Smith Survey intersects the North line of the W. Stephens Survey;
THENCE East along a line which is an extension of the South line of A. M. Smith Survey 52 varas to a point for corner;

THENCE North along a line parallel to and 52 varas East of the East line of the A. M. Smith Survey a distance of 583 varas to a point for corner; THENCE West a distance of 52 varas to a point in the East line of the A. M. Smith Survey; THENCE South along the East line of the A. M. Smith Survey 583 varas to the PLACE OF BEGINNING. The same being Lots 1 through 19, Block 5 of the Wimbledon Subdivision, City of Arlington, Tarrant County, Texas, and,

WHEREAS, the offices of County School Trustees and the County School Board of Johnson County, Texas, have been abolished and the powers and duties of the abolished offices of County School Trustees and/or County School Board are vested in the Commissioners Court of this County;

NOW, THEREFORE, BE IT ORDERED by the Commissioners
Court of Johnson County, Texas, that:

ONE: The above findings be and are hereby adopted.

TWO: The above described property be and is hereby detached and disannexed from the Mansfield Independent School District and be and is hereby annexed to the Arlington Independent School District.

THREE: The Commissioner Court further finds that it
has taken into consideration the value of the school properties.

and the taxable wealth of the districts affected and the
territory so detached from Mansfield Independent School
District and annexed to Arlington Independent School District
in order to make an equitable adjustment of the indebtedness
and the districts properties between the two affected districts
and the territory detached from Mansfield Independent School
District and added to Arlington Independent School District,
and after having done so, orders that the Arlington Independent
School District reimburse to Mansfield Independent School
District .00675671% of the present Mansfield School District's
bonded indebtedness, as it exists on this date, said reimbursement
to be paid annually in such percentage of the debt service
on such indebtedness, as same accrues. Arlington Independent

School District, nor the property disannexed by this action, shall not be liable for any bonded indebtedness or debt service connected therewith which is not in effect as of this date.

FOUR: This Court further finds that the above and foregoing adjustment and method of adjustment of the bonded indebtedness complies with the Education Code of the State of Texas and is a legal and equitable adjustment.

A motion was made by Commissioner Lambert and seconded by Commissioner

Aldridge to approve the Final Plans of the County Jail Annex. To place the surveillance
room on the ground level floor, to be wired for sound. To be manned by guards in

lieu of video cameras. 6" Conduit.

All voted aye.

No action was taken by the court on the request of Mr. Bill Neese to approve the Plat of Fielderdale Farms, and Mountain Creek Estates subdivisions.

No action was taken by the court on the request for additional space for the Child Abuse Office. The court is to make a study of enclosing part of the adjacent corridor.

A motion was made by Commissioner Roe and seconded by Commissioner Lambert to enter into a partnership Agreement with Methodist Affiliated Hospitals for a period of ninety (90) days. The Resolution to be made a part of these minutes.

All voted aye.



RESOLUTION

WHEREAS the Johnson County Commissioners Court recognizes the need for the delivery of healthcare services through a modern hospital and WHEREAS the Johnson County Commissioners Court acknowledges that the present Johnson County Memorial Hospital will not be sufficient to satisfy this need, the Johnson County Commissioners resolve to accept the recommendation of the Johnson County Memorial Hospital Board of Trustees to enter into a partnership agreement with Methodist Affiliated Hospitals of Arlington, Texas, a member of the Harris Methodist Health System, whereby Methodist Affiliated Hospitals will lease and operate the existing hospital facility while simultaneously developing a new 186 bed Regional Medical Center.

FURTHER, that the Johnson County Commissioners Court authorizes the Board of Trustees of Johnson County Memorial Hospital to enter into an interim affiliation agreement with Methodist Affiliated Hospitals until such time that all legal requirements are satisfied.

Either party may cancel in ninety (90) days.

A member of the Harris Methodist Health System

Recess for lunch 12:15 P. M. until 1:30 P. M.

Reconvened in open court at 1:30 P. M. with all members present.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe

/ to require the Sub-Contractor on the jail annex to post a performance bond on any amount

of \$10,000.00 or more.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner

Lambert that the contractor, or architect advertise for bids on construction of the jail annex.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese that sub-contractors bids on the County Jail Annex be assembled by the contractor, and presented for approval by the Commissioners' Court.

All voted aye.

The County Judge is to obtain cost estimates on replastering and repainting / the walls on the exterior walls on north basement entry.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to authorize Commissioner-elect, Precinct No. 2, David Russell, to obtain another bid on the construction of a water gap, as requested by Mr. W. G. Wadsworth, in regard to the Rock Creek Bridge Replacement project.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Reese to authorize the County Judge to employ someone to start proceedings on acquiring right-of-way for the proposed Farm-to-Market Road #3048, initial fee \$500.00.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Lambert to vapprove the order for a Local Option Election to be held in Justice of the Peace Precinct No. 1 on the legalization of bingo games.

All voted aye.

FOR SALE BY STAFFORD-LOWDON CO. FORE WORTH

CERTIFICATE OF COUNTY CLERK PERTAINING

TO PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE BINGO GAMES AUTHORIZED UNDER THE BINGO ENABLING ACT.

THE STATE OF TEXAS	
COUNTY OF JOHNSON	
I, the undersigned Joe L. Townes , of Golficer) Johnson County, Texas, do hereby certify that I have	
of Petition for Local Option Election to Legalize Bingo, Serial Numl	
day of September , 1982 , and all	
of December , 19 82, and reque be held in accordance with the terms and provisions of Article 179d V	
Texas in Justice-of-the-Peace Prec. #1 (County, Justice Precinct, Incorporated City or Town)	, Texas, (said County,
Justice Precinct, Incorporated City or Town hereinafter for convenienthereby certify as follows pertaining to said petitions:	nce referred to as Area), and I
1. That said petitions were filed with me on the 2nd day of 19_82, which is within 90 days after the date of issuance of said petitions.	December,
2. That in checking the names of the signers of said petitions to a voters signing said petitions no signature was counted where there was not the actual signature of the purported signer, (b) the voter regincorrect, (c) that the signature of the proported signer was dated, and days preceeding the filing of the petition at the office of the governing of the signer is incorrect (including zip code).	s reason to believe that, (a) it is sistration certificate number is d such date was earlier than 90
3. I further certify that the said petitions are signed in accordan	ce with the above requirements
more than 10% of the qualified voters at the tire aid Area taking the votes for Governor at the last preceding General basis for determining the qualified voters in said Area.	ne said petitions were issued in Election, for that office, as the
4. I further certify that said petitions were in accordance with th	e above requirements and were
igned by 619 qualified voters at the time said petitions wer	e issued of said Area.
WITNESS MY HAND this the 13th day of December 1	per , 1982.
- Joe L	1 / country
Joe L. T	ownes
	(Officer)
County C	lork select No. or City)
Johns	County, Texas
b y	
	(Deputy)

ORDER FOR LOCAL OPTION ELECTION (ORDEN PARA ELECCION DE OPCION LOCAL)

	TO/PARAI	EGALIZE (LEG/	LIZAR) or Prohibit (Prohibir)	<u>.</u>
STATE OF TEXAS COUNTY OF CONDADO DE	S (ESTADO DE TEJA JOHNSON	15)		
On this the En este el	13th day of dia de _	December Diciembre	of 1982 de 19 82	the Commissioners' Court, la Corte de los Comisionados
of the County of del Condado de following members signientes/miembros	Johnson of the Court present:	Tejas, se conv		ion open to the public, with the ular abierta al público, con los
Belly I all families De P	Time Virilge	, Commission, Commission, Commission, Commission	ner, Precinct No. 2 ner, Precinct No. 2 ner, Precinct No. 3 ner, Precinct No. 4	1, Comisionado, Precinto No. 1 2, Comisionado, Precinto No. 2 3, Comisionado, Precinto No. 3 4, Comisionado, Precinto No. 4
and the following a y los siguientes aus constituting a quoru constituyendo un qu	entes:	none ,	rk, Secretario del	Condado,
	apropiadas enumerada			this Court, and it is therefore on el Secretario de esta Corte,
	"Legalizing bing	evará en Justicia , 19 83 , 19 83 go games for char	_ to determine thepara determinar ritable purpos	Numero 1
AGAINST EN CONTRA DE		el Acto Permitie	endo Juegos de	Bingo en (el Condado
That said election shall be held in the following election precinct locations and by the following presiding Que una elección se llevará a cabo en los siguientes lugares de precintos electorales y por los siguientes juces judges: presidentes:				
Election Precinct No Precinto Electoral N		Presiding Juez Presiding		Alternate Presiding Judge Juez Presidente alterno
14 15 16,77-78-79-3 29 31	Godley City Hal Bono Community GoCivic Center-Cl Rio Vista City Freeland Highla Comm. Center	Center A. D. eburne Mrs. R Hall Andrea	. G. Hardcast Beckner . U. Bell Hays Blackstock	le
Absentee	County Clerk Of Courthouse-Cleb		Townes 1	2-31-82 thru 1-11-83
The polls at each of the above described polling places shall be open on said election day from 7:00 a.m. to 7:00 p.m. Los sitios de votación de cada uno de los lugares descritos arriba estarán abiertos él dicho día de elecciones lesde las 7:00 a.m. a las 7:00 p.m.				
	•	County Jugarda County	udge, County of	Johnson Texas

A motion was made by Commissioner Aldridge and seconded by Commissioner

Lambert to authorize the District Clerk to charge \$1.00 per child per month to the

parent paying child support.

All voted aye.

A motion was made by Commissioner Roe and seconded by Commissioner Lambert \forall to establish a Johnson County Commission on Mental Health and seek funds from the State.

All voted aye.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to recommend the legislature increase the penalty for trash dumping from a Class C Misdeamenor to Class B. Misdemeanor.

All voted aye.

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

All voted aye.

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

A motion was made by Commissioner Aldridge and seconded by Commissioner
Reese to authorize the County Auditor to advertise for bids for the purchase of a
postage machine.

All voted aye.

A motion was made by Commissioner Aldridge and seconded by Commissioner

Lambert that the County Auditor advertise for bids on a computer for the County

Auditor's office and for the County Clerk's Office.

All voted aye.

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

All voted aye.

COUNTY CLERK

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STATE OF TEXAS

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DECEMBER 15, 1982

COUNTY OF JOHNSON

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, Johnson County, Texas, with the following members present: Billy F. Roe, Commissioner of Precinct No. 1, A. J. Lambert, Commissioner of Precinct No. 2; Loyd H. Reese, Commissioner of Precinct No. 3, B. B. Aldridge, Commissioner of Precinct No. 4; Tommy Altaras, County Judge and Joe L. Townes, County Clerk.

Special called meeting of the Commissioners' Court for the purpose of canvassing votes on the Local Option Election, City of Venus, Texas, December 11, 1982.

A motion was made by Commissioner Lambert and seconded by Commissioner Roe to approve the order declaring results of Local Option Election, City of Venus, Texas, held on December 11, 1982.

All voted aye. ----

THE STATE OF TEXAS,	
County of <u>Johnson</u>	
of said County being called and convened in spec	A. D. 10.82, the Commissioners' Court ial session for the purpose of canvassing the votes and
certifying the results of an election, heretofore he A. D. 1982., to determine whether or not	eld on the 11th day of December
to Legalize the sale of beer and wine	for off-premise consumption only.
,	, , , , , , , , , , , , , , , , , , , ,
in the city of Venus Texas	
hereinafter called "Election District"; and a quo	rum being present, this court proceeded to canvass the it appearing to the court that said election was in all
	ance with an order, heretofore and on the18.tl
further appearing and being satisfactorily shown the County Clerk of said county in the manner at this court does hereby make and enter its order	made by this court ordering said election; and it to the court that copies of said order were posted by and form and for the length of time required by law, declaring the result of said election and finds upon election voted and cast their votes as follows, to-wit:
For	58
Against	126
	•
	·
Deer and wine for off-premise consu	
in said election district. IT IS THEREFORE DECLARED, ORDERED	or by law, (B)not being (A)legalized O and DECREED by this Court that said election has oters who cast their ballots and voted therein voted
the legal sale of beer and wine i	for off-premise consumption only
and upon this order becoming effective as provided	for by law, the sale of
beer and wine for off-premise consum	nption onl y
that this decree be entered of record as the law re	quires (D) prohibiting sale
Witness our hands and seal of this court, thi	s day of Devember 19 82
	Presiding: John Alma County Judge
	Present: Commissioner, Freenet No. 1
	CD Lancin
	Commissioner, Veccingt No. 2
	Count lesson or, Presinct No. 8
(A) Insert "legalized" or "prohibited" to fit case.	Or has the Arctinet No. 4
the manager and annual are because the Part with the Part of the P	

⁽A) Insert word "mot" if such is the case.

(B) Insert word "mot" if such is the case.

(C) Insert "for" or "against" to fit case.

(D) If election results in prohibiting sale, have order provide for posting of this order as provided in WANTAC Art. 251.51.

A motion was made by Commissioner Aldridge and seconded by Commissioner

Lambert to adjourn.

All voted aye.

COUNTY CLERK

COUNTY JUDGE

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AGENDA

REGULAR MEETING OF THE JOHNSON COUNTY COMMISSIONERS' COURT

JOHNSON COUNTY COURTHOUSE - THIRD FLOOR - CLEBURNE

JANUARY 3RD, 1983 - 9:00 A.M.

- I. SWEARING IN OF PUBLIC OFFICIALS
- II. CONSIDERATION OF HIGH BAND POLICE RADIOS
- III. CONSIDERATION OF APPROVAL OF SUNNY-DALE ESTATES
- IV. PHILLIP SZURGOT SUB-DIVISION
- V. APPROVAL OF DELINQUENT TAX ATTORNEY
- VI. CONSIDERATION OF REPAIR TO NORTH BASEMENT ENTRANCE
- VII. CONSIDERATION OF PAINTING OF COUNTY EXTENSION OFFICE
 IN BASEMENT
- VIII. PAYMENT OF BILLS
- IX. APPROVAL OF MINUTES

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

TOMMY ALTARAS County Judge

POSTED: DECEMBER 29, 1982

9:00 A.M.

JOHNSON COUNTY COURTHOUSE